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Tuesday, January 28, 2025, 6:00 PM  
One DesCombes Drive  
Broomfield, CO 80020

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

[View Correspondence](#)

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## 1. Meeting Commencement

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

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## 2. Petitions and Communications

2A. Recognition of Broomfield High School State Champion Football Team

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## 3. Councilmember Reports

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## 4. Public Comment

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## 5. Reports

5A. Expense Report for Elected Officials- 4th Quarter 2024

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## 6. Consent Items

6A. Minutes for Approval

6B. Proposed Resolution for Legacy High School Traffic Signal

— Resolution No. 2025-11 approving a construction agreement with Adiona Transportation Solutions for the completion of the Legacy High School Traffic Signal Project.

6C. Proposed Resolution for 120th Local Improvements Design Agreement

— Resolution 2025-28 Approving a Consulting Agreement with Muller Engineering Company for Design Services for W. 120th Avenue (Local) Complete Streets Project

6D. Proposed Resolution for the Tenant Based Rental Assistance

— Resolution No. 2025-42 Approving the 2025 Subrecipient Agreement with the City of Boulder, as the Lead Agency for the Boulder-Broomfield HOME consortium, for Tenant Based Rental Assistance

6E. Request for Executive Sessions Regarding the Presiding Municipal Court Judge's Annual Performance Review

6F. Request for Executive Session Regarding Broomfield Town Square

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## 7. Action Items

7A. Proposed Resolution for Consideration of the City and County Attorney's Employment Agreement

— Resolution No. 2025-15 Approving the 2025 Amendment to Employment Agreement between the City And County of Broomfield and the City and County Attorney

7B. Consideration of the City and County Manager's Employment Agreement

7C. Proposed Resolution for Regional Bikeshare Program Memorandum of Understanding  
— Resolution 2025-10 approving a Memorandum of Understanding Regarding a Multi-Jurisdictional and Regional Approach to Bikeshare in the Northwest Metro Region

7D. Proposed Resolution Adopting a Flag Policy on Property Owned or Controlled by the City and County of Broomfield  
— Resolution 2025-02 A Resolution adopting a flag policy on property owned or controlled by the City and County of Broomfield

7E. Council Event Sponsorships 2025 Slate

## 8. Mayor and Councilmember Requests for Future Action

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## 9. Adjournment

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

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

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



*Date Posted: January 23, 2025*



**A. Expense Report for Elected Officials- 4th Quarter 2024**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Reports Item: 5A.
Presented By	
Ashandra Corman	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

The fourth quarter report for Council's 2024 training and travel expenses and community relations events.

### **Attachments**

[Memo- Expense Report for Elected Officials - 4th Quarter 2024.pdf](#)

[2024 EXPENSE REPORT FOR ELECTED OFFICIALS.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Sections 3.10(b) of the City Council’s Expense Policy for Elected Officials states that after attending a training or travel event, each elected official shall provide a written or oral report.

If a Councilmember submitted a written report regarding conferences and travel, they are available on Broomfield’s [website](#).

Section 3.10(c) of the City Council’s Expense Policy for Elected Officials requires quarterly reports by the finance department regarding current expenses for training and travel, and community relations activities.

Attached is the fourth quarter report for Council’s 2024 training and travel expenses and community relations events.

It should be noted that the Mayor and Councilmembers may share allocations with other Councilmembers not to exceed the overall budgeted amount (\$76,000); transfers between Councilmembers are captured under Budget Transfers/Adjustments.

In this quarter, \$4,998.07 of the Travel and Training Budget was used with the Council’s permission and pursuant to their policies. These expenditures did not cause the Council to exceed the overall budget of \$76,000.

- Quarter 1 (January 1 - March 31, 2024): \$27,528.28 used
- Quarter 2 (April 1 - June 30, 2024): \$11,791.71 used
- Quarter 3 (July 1 - September 30, 2024) \$5,401.60 used
- Quarter 4 (October 1 - December 31, 2024) \$4,998.07 used

Total used in 2024: \$49,719.66, with a remaining balance of \$26,280.34.

## Financial Considerations

The total 2024 budget for the Mayor’s and Council’s Training & Travel and Community Relations expenses is \$76,000, as broken down below:

Annual Training & Travel Allowance for the Mayor	\$10,000.00
Annual Training & Travel Allowance for 10 Councilmembers (\$6,000 per Councilmember)	\$60,000.00
Annual Community Relations Allowance for the Mayor	\$1,000.00
Annual Community Relations Allowance for 10 Councilmembers (\$500 per Councilmember)	\$5,000.00
<b>Annual Total</b>	<b>\$76,000.00</b>

It is important to note that in the Expense Policy, these line items are not provided but for tracking purposes; Training & Travel and Community Relations expenses are tracked separately due to IRS policies for training and travel expenses.

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

The City Council approved [Resolution No. 2008-133](#), adopting an Expense Policy for Elected Officials on July 8, 2008.

The City Council approved [Resolution No. 2010-92](#), revising the Expense Policy for Elected Officials on July 13, 2010.

The City Council approved [Resolution No. 2018-181](#), revising the Expense Policy for Elected Officials on December 11, 2018.

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

N/A

## **Proposed Actions / Recommendations**

N/A - Information Only

## **Alternatives**

N/A





<b>NACo Annual Conference &amp; Exposition</b>													
July 12-15	Registration									\$530.00	\$600.00	\$1,130.00	
Hillsborough County, FL	Hotel									\$1,059.65	\$546.21	\$1,605.86	
	Air/Transport.									\$308.96	\$297.96	\$606.92	
	Mileage											\$0.00	
	Meal / Per Diem									\$336.00	\$206.00	\$542.00	
	Parking DIA											\$0.00	
	Ride Share									\$70.00		\$70.00	
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,304.61</b>	<b>\$0.00</b>	<b>\$1,650.17</b>	<b>\$3,954.78</b>
<b>CML Annual Conference</b>													
June 18-21	Registration	\$345.00							\$345.00	\$140.00		\$830.00	
Loveland, CO	Hotel									\$522.00		\$522.00	
	Air/Transport.											\$0.00	
	Mileage	\$49.18							\$160.80	\$102.64		\$312.62	
	Meal / Per Diem									\$128.28		\$128.28	
	Misc.											\$0.00	
	<b>Total</b>	<b>\$394.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$505.80</b>	<b>\$892.92</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,792.90</b>
<b>CNU 32 Cincinnati and Strong Towns National Gathering 2024</b>													
May 14-18	Registration				\$735.24							\$735.24	
Cincinnati, OH	Hotel				\$899.13							\$899.13	
	Air/Transport.				\$227.95							\$227.95	
	Mileage											\$0.00	
	Meal / Per Diem				\$224.00							\$224.00	
	Misc.											\$0.00	
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,086.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,086.32</b>
<b>CCI Summer Conference</b>													
May 28-30	Registration					\$445.55						\$445.55	
Eagle County, CO	Hotel					\$418.00						\$418.00	
	Air/Transport.											\$0.00	
	Meal / Per Diem											\$0.00	
	Meals					\$76.00						\$76.00	
	Misc.											\$0.00	
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$939.55</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$939.55</b>
<b>NLC City Summit</b>													
November 13-16	Registration									\$700.00	\$690.00	\$1,390.00	
Tampa, FL	Hotel									\$1,843.62	\$702.84	\$2,546.46	
	Air/Transport.									\$290.96	\$386.95	\$677.91	
	Mileage											\$0.00	
	Meal / Per Diem									\$299.00	\$189.00	\$488.00	
	Ride Sharing/Taxi									\$86.11		\$86.11	
	DIA Parking											\$0.00	
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,219.69</b>	<b>\$0.00</b>	<b>\$1,968.79</b>	<b>\$5,188.48</b>
<b>CC4CA Retreat</b>													
June 9-11	Registration		\$100.00							\$100.00		\$200.00	
Vail	Hotel		\$608.00							\$608.00		\$1,216.00	









# City and County of Broomfield

## City Council Regular Meeting

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### A. Minutes for Approval

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

## Overview

[View Presentation](#)

Approval of Minutes for the Regular City Council Meeting of January 14, 2024.

### Attachments

[Minutes of January 14, 2025.pdf](#)

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

January 14, 2025, 6:00 PM - January 14, 2025, 9:56 PM

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

- **Guyleen Castriotta**, Mayor
- **Laurie Anderson**, Ward 4
- **Todd Cohen**, Ward 5
- **Paloma Delgadillo**, Ward 2
- **Heidi Henkel**, Ward 5 - Remote
- **Bruce Leslie**, Ward 4
- **Jean Lim**, Ward 3
- **James Marsh-Holschen**, Ward 1
- **Kenny Van Nguyen**, Ward 1
- **Deven Shaff**, Mayor Pro Tem, Ward 3
- **Austin Ward**, Ward 2 - Remote
- **Laurie Goldstein**, Authority Member - BURA

### 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
- Michelle Parker, Deputy City and County Clerk
- And various staff members

The Mayor called a recess at 8:40 p.m. The meeting reconvened at 8:50 p.m.

## 1. Meeting Commencement

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1A. Pledge of Allegiance- 6:01 PM

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

## 2. Petitions and Communications

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## 3. Councilmember Reports

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## 4. Public Comment

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## 5. Reports

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## 6. Consent Items

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Councilmember Nguyen moved to approve Consent Agenda Items 6A-6B and 6D-6J. The motion was seconded by Councilmember Leslie, and passed 10-0.

**6A. Minutes for Approval- 6:27 PM**

**6B. Proposed Resolutions for Broomfield Heights Stormwater and Pedestrian Construction Management and Construction Administration Agreements- 6:27 PM**

**6C. Proposed Resolution for Updating the Expense Policy for Elected Officials- 6:41 PM**

**\*\* Item was Removed from Consent**

Councilmember Delgadillo Moved to Approve Resolution No. 2025-09 adopting an updated expense policy for elected officials. The motion was seconded by Councilmember Leslie.

Councilmember Anderson Moved To Amend, Seconded by Councilmember Lim. The motion to amend failed 5-6; opposed by Councilmembers Marsh-Holschen, Shaff, Cohen, Nguyen, and Delgadillo, and Mayor Castriotta.

The original motion passed 8-2. Opposed by Councilmember Anderson and Mayor Pro Tem Shaff.

**6D. Proposed Resolution Designating the Public Place for Posting Notices of Public Meetings- 6:27 PM**

**6E. Proposed Resolution for a Revocable Permit for Matthew Alderman (14560 Lowell Blvd) for a fence and berm- 6:27 PM**

**6F. Proposed Resolution Reappointing Charles Mains, M.D, to the Mile High Regional Emergency Medical and Trauma Advisory Council (RETAC)- 6:27 PM**

**6G. BOE Proposed Resolution for Approval of Mutual Agreements for abatements over \$10,000- 6:27 PM**

*(Board of Equalization - BOE)*

**6H. Proposed Resolution Approving an Intergovernmental Agreement with Colorado Legal Services - 6:27 PM**

**6I. BOE Proposed Resolution for Approval of Hearing Officer Recommendations- 6:27 PM**

*(Board of Equalization - BOE)*

## **6J. Request for Executive Session Regarding the City and County Manager and City and County Attorney's Annual Performance Reviews and Contract Amendments- 6:27 PM**

### **7. Action Items**

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#### **7A. Public Hearing Ordinance Approving A Business Incentive Agreement with Peak Energy - Second Reading- 7:36 PM**

Public Hearing was opened at 7:36 PM and closed at 7:52 PM

Councilmember Nguyen moved to approve Ordinance No. 2262 Approving A Business Incentive Agreement with Peak Energy Technologies, Inc., The motion was seconded by Councilmember Leslie and passed 10-0.

#### **7B. Public Hearing Ordinance Amending and Restating Certain Agreements Related to the 2005 BURA Bonds (Council only) -Second Reading- 7:53 PM**

Public Hearing was opened at 7:53 PM and closed at 8:04 PM

This item was heard concurrently with Item 7C.

Councilmember Leslie moved to approve Ordinance 2261 amending and restating certain documents related to the Broomfield Urban Renewal Authority, Tax Increment Bonds, Series 2005, and providing other determinations, covenants, and details in connection therewith. The motion was seconded by Councilmember Marsh-Holschen and passed 10-0.

#### **7C. Authorizing, Approving and Directing the Issuance of BURA Series 2025 Bonds and Approving Certain Related Agreements - 8:04 PM**

*(Broomfield Urban Renewal Authority - BURA)*

This item was heard concurrently with Item 7B.

The meeting of the Broomfield Urban Development Authority (BURA) was called to order.

Authority Member Marsh-Holschen moved to approve Resolution No. 2025-35-UR Authorizing, Approving and Directing the Issuance of Authority Series 2025 Refunding Bonds and Approving Certain Agreements Related Thereto. The motion was seconded by Authority Member Leslie and passed 11-0. Authority Member Law-Evans was absent.

#### **7D. Proposed Resolutions to Approve New Sister Cities Relationships- 8:06 PM**

Mayor Pro Tem Shaff moved to approve Resolution No. 2025-23 Approving and recognizing the establishment of a Sister City relationship with Lalitpur, Nepal. The motion was seconded by Councilmember Leslie and passed 10-0.

Councilmember Leslie moved to approve Resolution No. 2025-24 Approving and recognizing the establishment of a Sister City relationship with the sovereign Cheyenne and Arapaho Tribes. The motion was seconded by Kenny Van Nguyen and passed 10-0.

**7E. Proposed Resolution for Water Treatment and Wastewater Chemical Purchases- 8:58 PM**

Councilmember Delgadillo moved to approve Resolution No. 2025-06 authorizing 2025 chemical purchases for the Water Recovery Facility, Water Treatment Facility, and Utilities Division. The motion was seconded by Councilmember Nguyen and passed 10-0.

**7F. Public Hearing Ordinance - Repeal of the Local Ambulance Licensing Program - Second Reading- 9:20 PM**

Public Hearing was opened at 9:20 PM and closed at 9:23 PM

Councilmember Marsh-Holschen moved to approve Ordinance No. 2260 repealing Broomfield Municipal Code Chapter 5-40 Ambulance Services. The motion was seconded by Councilmember Delgadillo and passed 10-0.

**7G. Proposed Resolution Department of Human Services 2025 Grant Funding- 9:24 PM**

Councilmember Nguyen moved to approve Resolution No. 2025-29 approving an Agreement with A & I Avenues for Nonprofit Grant Funding. Councilmember Delgadillo seconded, and the motion passed 10-0.

Councilmember Marsh-Holschen moved to approve Resolution No. 2025-30 approving an Agreement with Broomfield FISH for Nonprofit Grant Funding. Councilmember Nguyen seconded, and the motion passed 10-0.

Councilmember Nguyen moved to approve Resolution No. 2025-31 approving an Agreement with Clinica Family Health & Wellness for Nonprofit Grant Funding. The motion was seconded by Councilmember Delgadillo and passed 10-0.

Mayor Pro Tem Shaff moved to approve Resolution No. 2025-32 approving the Fourth Amendment to the Agreement with Broomfield Community Foundation for Grant Administration Services. The motion was seconded by Councilmember Marsh-Holschen, and passed 9-0. Councilmember Henkel was recused.

**7H. Ordinance to amend the effective date for Ranked Choice Voting (RCV) - First Reading- 9:48 PM**

Councilmember Delgadillo moved to approve Ordinance No. 2254 amending the effective date for ranked choice voting for city council and mayoral elections. The motion was seconded by Councilmember Lim and passed 10-0.

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

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**9. Adjournment**

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**APPROVED:**

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Mayor Castriotta

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Office of the City and County Clerk





**B. Proposed Resolution for Legacy High School Traffic Signal**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Bryce Hammerton, Traffic Engineer	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-11 will approve a construction agreement with Adiona Transportation Solutions for the completion of the Legacy High School Traffic Signal Project. Broomfield worked with Adams 12 Five Star Schools and the administration at Legacy High School to plan traffic safety and operations improvements at the student parking lot exit to W. 136th Avenue. The exit currently meets warrants for a traffic signal per the Manual on Uniform Traffic Control Devices (MUTCD). It was determined that a traffic signal at the parking lot exit can be installed without negatively impacting traffic flow due to the adjacent traffic signals in the corridor.

### **Attachments**

[Memo for Legacy High School Traffic Signal.pdf](#)

[Resolution 2025-11 Legacy High School Traffic Signal.pdf](#)

[Construction Agreement for 136th Ave at Legacy High with Adiona - For Signature 12.23.2024\\_signed.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-11 will approve a construction agreement with Adiona Transportation Solutions for the completion of the Legacy High School Traffic Signal Project.

Broomfield worked with Adams 12 Five Star Schools and the administration at Legacy High School to plan traffic safety and operations improvements at the student parking lot exit to W. 136th Avenue. The exit currently meets warrants for a traffic signal per the Manual on Uniform Traffic Control Devices (MUTCD). It was determined that a traffic signal at the parking lot exit can be installed without negatively impacting traffic flow due to the adjacent traffic signals in the corridor.

Here is a [vicinity map](#) showing the project location.

In addition to the new traffic signal, the project will update equipment at the adjacent traffic signals at Westlake Ave and the Legacy High School Entrance. Fiber will be added between each of the traffic signals and bike lanes will be updated.

The project was advertised for construction on November 8, 2024 and five bids were received. Adiona Transportation Solutions submitted the lowest bid in the amount of \$536,937.

If approved, construction is anticipated to begin in February of 2025 with completion by the end of 2025. Staff will coordinate with Legacy High School staff to minimize impacts to school operations. It is anticipated that the most complex traffic control will be utilized during the summer when school is out.

## 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
136th Ave. at Legacy Exit Signal Fund 20 - Transportation Fund - (23S0005, 20-70090-55200)	\$859,927
<hr/>	
Design Agreement with Kimley Horn	-\$116,490
Construction Agreement with Adiona Transportation Solutions	-\$536,937
<b>Projected Balance</b>	<b>\$206,500</b>

## Prior Council or Other Entity Actions

Council authorized funds in the third amendment to the [2024 revised budget](#) on October 22, 2024.

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

N/A

## **Proposed Actions / Recommendations**

If Council desires to proceed with the project, the appropriate motion is...  
That Resolution 2025-11 be adopted.

## **Alternatives**

Decide not to proceed with the project.

# RESOLUTION NO. 2025-11

A Resolution Approving a Construction Agreement with Adiona Transportation Solutions, LLC for Construction of the Legacy High School Traffic Signal Project

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

## Section 1.

The Construction Agreement by and between the City and County of Broomfield and Adiona Transportation Solutions, LLC for the Legacy High School Traffic Signal Project in the amount of \$536,937 is hereby approved.

## Section 2.

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

## Section 3.

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

## Section 4.

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

Approved on January 28, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

## CONSTRUCTION AGREEMENT FOR 136TH AVE AT LEGACY HIGH SCHOOL EXIT SIGNAL

1. PARTIES. The parties to this Construction Agreement for 136th Ave at Legacy High School Exit Signal (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Adiona Transportation Solutions, LLC, a Colorado limited liability company (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 construction services for the 136th Ave at Legacy Exit Signal and completed a competitive selection process by an Invitation for Bid Issued on or about November 8, 2024 (“IFB”).
  - 2.2. The Contractor’s response to the above referenced IFB was determined to be of best value, responsible, responsive bidder to the City for the procurement of the services requested.
  - 2.3. The Parties therefore desire to enter into a Construction 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”) as described in the Final Design Construction Plans for City Project #23S0005 prepared by Kimly Horn dated October 30, 2024 and attached hereto as Exhibit A and incorporated by this reference.
  - 3.2. Contract Documents. The Contract Documents shall consist of the following:
    - 3.2.1. This Agreement; and
    - 3.2.2. The Final Design Construction Plans for City Project #23S0005 prepared by Kimly Horn dated October 30, 2024 attached hereto as Exhibit A;
    - 3.2.3. The Contractor’s Bid Form submitted December 6, 2024, attached hereto as Exhibit B; and
    - 3.2.4. The IFB; and
    - 3.2.5. The General Conditions attached hereto as Exhibit C; and
    - 3.2.6. The Project Specifications for 23S0005, attached hereto as Exhibit D;
    - 3.2.7. The City and County of Broomfield Specifications for Fiber Optic Outside Plant Installation Projects, last updated July 2023, attached hereto as Exhibit E;

- 3.2.8. Any change orders and contract amendments, as applicable; and
- 3.2.9. The Insurance Requirements attached hereto as Exhibit F,

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 Contract.
- 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 300 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 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.

ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
7	5	4	3	3	2	2	2	2	3	3	7	43 day

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 \$536,967 (the "Contract Price") based upon the unit prices set forth on Contractor's Cost Proposal attached hereto as Exhibit B and in accordance with the following schedule:
- 7.1. If the Contractor is satisfactorily performing the Agreement, the City shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.
  - 7.2. The City shall retain the Retained Amount until Final Acceptance (as defined in Final Acceptance and Final Payment below). If the Contractor has completed the Work in a manner finally acceptable to the City, the City may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the City and the Contractor, as applicable, shall comply with the Final Acceptance and Payment paragraph of this Agreement.
  - 7.3. The Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form

approved by the City. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the City to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the City Representative. The City shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the City's right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the City. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between City and Contractor.

- 7.4. Change Orders. The Contractor will do nothing to cause the Contract Price to increase without prior execution of a change order by the City. The City will issue no change order requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement. Except as provided below and as provided in C.R.S. 24-91-103.6, the City shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the City requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the City an estimate of the cost for the additional compensable work, then the City shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Agreement.

## 8. FINAL INSPECTION AND FINAL PAYMENT.

- 8.1. Final Inspection. The Contractor shall notify the City when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the City's receipt of the Letter of Completion, the City Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Agreement and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the City within ten (10) calendar days after receipt of the Punchlist. If any Punchlist item cannot be corrected within ten (10) calendar days, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the "Request for Extension"). The Request for Extension must be received by the City Representative within seven (7) calendar days of the Contractor's receipt of the

Punchlist and shall include the Contractor's justification for the request and a schedule for completion of the Punchlist item. The Contractor shall also deliver to the City, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the City with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

8.2. Final Payment. Upon satisfactory completion of the Work, the City Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Payment shall not be made until the City Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The City shall condition publication and final settlement upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and final settlement shall be made in full.

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

9.1. The Contractor has familiarized itself with the nature and extent of the Agreement, Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. The Contractor acknowledges an obligation to comply with all applicable laws, including the Broomfield Municipal Code, to respect property rights by working within the defined work limits or designated staging areas, and to work within the prescribed work hours. The Contractor acknowledges that use of air compression brakes ("jake brakes") within City limits is prohibited, unless otherwise posted by the City Traffic Engineer.

9.2. Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents.

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

5.1 The City designates Bryce Hammerton as the authorized representative of the City under this Agreement. Email address is [bhammerton@broomfield.org](mailto:bhammerton@broomfield.org).

5.2 The Contractor designates Nick Hadley as the authorized representative of the Contractor under this Agreement. Email address is [NHadley@adionats.com](mailto:NHadley@adionats.com).

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

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

11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

11.3.1. "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its

subcontractors, agents or suppliers, including any delay within their joint control.

- 11.3.2. “No-Fault Delay” is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the City or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
  - 11.3.3. “Owner Delay” is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City’s Representative.
  - 11.3.4. “Concurrent Delay” is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.
- 11.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- 11.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 11.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment

of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.

- 11.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.
12. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
13. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public

inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$1,400 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 F. Current proof of such insurance is attached at Exhibit F, incorporated by this reference. However, proof of insurance attached as Exhibit F shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
  
19. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.
  
20. WARRANTY.
  - 20.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of 2 years, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this

Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

- 20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty.
  
21. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
  
22. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City’s credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City’s fiscal year is currently the calendar year.
  
23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
  
24. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The

Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.

25. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
26. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
27. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
28. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
29. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
30. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
31. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

33. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
34. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
35. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
36. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
37. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
38. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
39. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost

permits when such permits are issued by the City directly.

40. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
41. SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.
42. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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

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

APPROVED AS TO FORM:

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

CONTRACTOR:

ADIONA TRANSPORTATION SOLUTIONS, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_

Kathryn Dunscomb, President

Address: 6145 Broadway, Ste 8, Denver, CO 80216

EXHIBIT A

FINAL DESIGN CONSTRUCTION PLANS FOR CITY PROJECT #23S0005 PREPARED BY KIMLY HORN  
DATED OCTOBER 30, 2024

See attached.



# CITY AND COUNTY OF BROOMFIELD

## LEGACY HIGH SCHOOL PARKING ACCESS SIGNAL AT 136TH AVE CITY AND COUNTY OF BROOMFIELD, COLORADO FINAL DESIGN CITY PROJECT #23S0005

**BASIS OF BEARINGS:**

BEARINGS ARE BASED ON A GRID BEARING OF SOUTH 16 DEG 19'11" EAST FROM CITY BM#3, BEING A GPS CAP IN THE GROUND LOCATED ON THE NORTHEAST SIDE OF THE DAM AT 4395 W 144TH AVE, TO THE NGS BM BEING A 5-INCH LOGO CAP SET IN GROUND LOCATED AT THE NORTH METRO FIRE STATION 64. SURVEY DATA WAS OBTAINED FROM A GLOBAL POSITION SYSTEM (GPS) SURVEY BASED ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN).

**COORDINATE DATUM:**

PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE NORTH ZONE NAD 83(2011) COORDINATES. THE GROUND SCALE FACTOR USED TO MODIFY THE COORDINATES FROM STATE PLANE GRID TO PROJECT GROUND COORDINATES IS 1.00027923680

**BENCHMARK:**

HORIZONTAL AND VERTICAL CONTROL ARE BASED OFF OF THE CITY OF BROOMFIELD GEODETIC CONTROL NETWORK.

CITY BM#3: TO REACH THE STATION FROM THE INTERSECTION OF LOWELL BLVD. AND W 144TH AVE IN BROOMFIELD, TRAVEL EAST TO THE WATER TREATMENT PLANT (4395 W. 144TH AVE). ACCESS TO THE MARK IS THROUGH THE TREATMENT PLANT. PLEASE CHECK IN AT WATER TREATMENT PLANT TO GAIN ACCESS TO THE MARK. THE MARK IS 0.2 MILES NORTH OF THE FENCE LINE AND IS A GPS CAP IN THE GROUND ON THE NORTHEAST SIDE OF THE DAM. ELEV. - 5387.329

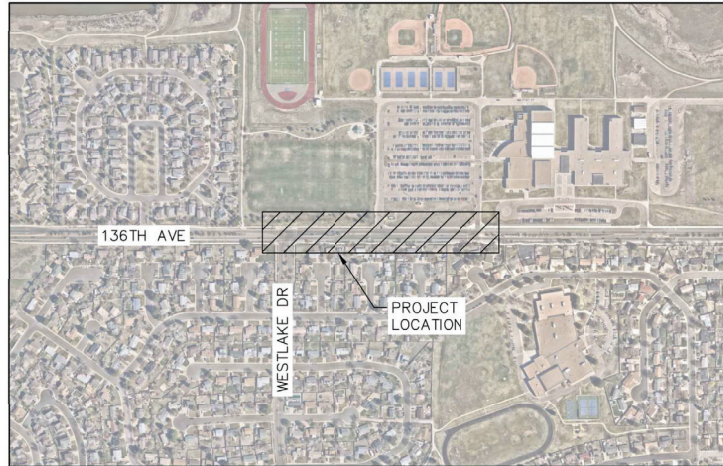
NGS BM: TO REACH THE STATION FROM THE INTERSECTION OF LOWELL BLVD. AND W. 136TH AVE. IN BROOMFIELD TRAVEL 211FT WEST OF LOWELL BLVD ROW AND 544 FT SOUTH OF W 136TH AVE ROW. THE MARK IS A NGS MONUMENT. THE DATUM POINT IS THROUGH A 5-INCH LOGO CAP IN THE GROUND WITH ACCESS TO THE STAINLESS STEEL ROD SET TO THE DEPTH OF 4.3 METERS, ENCASED IN A PIPE FLUSH WITH THE GROUND. ELEV. - 5287.923

**PROJECT CONTACTS:**

**PROJECT MANAGER:**  
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VICINITY MAP  
SCALE : NTS

**LEGEND**

PROJECT SITE LIMITS

THE APPLICANT IS REQUESTING VARIANCE FROM THE CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS FOR THE FOLLOWING:

TURN LANE STORAGE LENGTH: DESIGNER IS REQUESTING TO SHORTEN THE REQUIRED STORAGE LENGTH OF 275 FT BY 27 FT TO AVOID AN EXISTING LIGHT POLE. SEE PLANS FOR FURTHER DETAILS.

**Bryce Hammerton** 11/01/2024  
CITY TRAFFIC ENGINEER DATE



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ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER BROOMFIELD REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

11/01/2024  
CITY ENGINEER (OR DESIGNEE) DATE

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FINAL DESIGN		COVER SHEET		Project No./Code
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**GENERAL CONSTRUCTION NOTES:**

1. ALL ROADWAY CONSTRUCTION WITHIN CITY AND COUNTY OF BROOMFIELD RIGHT-OF-WAY SHALL CONFORM TO THE 2022 CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS.
2. ALL GRADING/EARTHWORK, STORM SEWER, SANITARY SEWER, AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS FOR CONSTRUCTION IN BROOMFIELD, UNLESS OTHERWISE NOTED ON THE PLANS.
3. ALL PROPOSED GRADES SHOWN ON PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS NOTED OTHERWISE.
4. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE SURVEYOR AT THE CONTRACTOR'S EXPENSE.
5. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWERS, VALVE VAULT COVERS, FIRE HYDRANTS, AND B-BOXES ARE TO BE ADJUSTED TO MEET FINISHED GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR, AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE CITY UPON FINAL INSPECTION OF THE PROJECT.
6. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR LENGTH SPECIFIED IN THE GENERAL CONDITIONS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
7. BEFORE ACCEPTANCE, ALL WORK SHALL BE INSPECTED BY BROOMFIELD, AS NECESSARY.
8. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHT-OF-WAYS ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
9. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS, AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB PER OSHA REGULATIONS.
11. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEANUP, AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
12. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY BROOMFIELD. APPROVAL TO PROCEED MUST BE OBTAINED FROM BROOMFIELD PRIOR TO INSTALLING PAVEMENT BASE, BINDER, AND SURFACE, AND PRIOR TO POURING ANY CONCRETE AFTER FORMS HAVE BEEN SET, AS NECESSARY.
13. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

14. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE.
15. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ONTO THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM, IF AVAILABLE. DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR FLUSHING OR USING THE HYDRANT AT HIS OWN EXPENSE. LEAKS IN THE WATER DISTRIBUTION SYSTEM SHALL BE THE RESPONSIBILITY OF THE WATER MAIN CONTRACTOR AND SHALL BE REPAIRED AT HIS EXPENSE.
16. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT LOCATIONS NEEDED PER NPDES REQUIREMENTS. THE PURPOSE OF THE EROSION CONTROL WILL BE TO MINIMIZE THE AMOUNT OF SILTATION THAT NORMALLY WOULD ENTER THE STORM SEWER SYSTEM FROM ADJACENT AND/OR UPSTREAM DRAINAGE AREAS.
17. THE TRENCHES FOR PIPE INSTALLATION SHALL BE KEPT DRY AT ALL TIMES DURING PIPE PLACEMENT. APPROPRIATE FACILITIES TO MAINTAIN THE DRY TRENCH SHALL BE PROVIDED BY THE CONTRACTOR, AND THE COST OF SUCH SHALL BE INCIDENTAL TO THE UNIT PRICE BID FOR THE ITEM. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION UNLESS APPROVED IN WRITING BY THE OWNER.
18. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH NPDES STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL AND SHALL BE MAINTAINED BY THE CONTRACTOR AND REMAIN IN PLACE UNTIL A SUITABLE GROWTH OF GRASS, ACCEPTABLE TO THE ENGINEER, HAS DEVELOPED.
19. THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS AND MAKE THE NECESSARY SUBMITTALS TO THE ENGINEER. SAID PLANS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL IMPROVEMENTS, INCLUDING VERIFICATION OF ALL CONCRETE PADS, INVERT, RIM, AND SPOT GRADE ELEVATIONS, AND INCORPORATE ALL FIELD DESIGN CHANGES APPROVED BY THE OWNER.
20. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL ITEMS REQUIRED FOR CONSTRUCTION OF THE PROJECT, AS SHOWN ON THE PLANS, ARE INCLUDED IN THE CONTRACT. ANY ITEM NOT SPECIFICALLY INCLUDED IN THE CONTRACT, BUT SHOWN ON THE PLANS, SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN THE EVENT OF A DISCREPANCY WITH THE PLANS AND QUANTITIES.

**CITY OF BROOMFIELD GENERAL NOTES:**

1. DEFINITIONS
  - a. OWNER – PROPERTY OWNER.
  - b. CONTRACTOR – AS DETERMINED BY BID.
  - c. ENGINEER – PROFESSIONAL ENGINEER OF RECORD.
  - d. BROOMFIELD – AUTHORIZED REPRESENTATIVE(S) OF THE CITY AND COUNTY OF BROOMFIELD COMMUNITY DEVELOPMENT AND PUBLIC WORKS DEPARTMENTS; THE AGENCY OF JURISDICTION.
  - e. CIP – BROOMFIELD CAPITAL IMPROVEMENT PROGRAM STAFF.
2. CONSTRUCTION DOCUMENTS
  - a. ALL DESIGN AND CONSTRUCTION SHALL COMPLY WITH THE 2022 EDITION OF THE CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS.
  - b. CONTRACTOR SHALL HAVE IN CONTRACTOR'S POSSESSION AT ALL TIMES ONE (1)

3. PERMITS
  - a. FOR DEVELOPMENT WORK, OWNER SHALL, OBTAIN AT OWNER'S EXPENSE, ALL PERMITS NECESSARY TO PERFORM THE PROPOSED WORK. REFER TO SECTION 150.00, "PERMITS AND INSPECTIONS" OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THERE ARE NO BROOMFIELD PERMIT FEES FOR CIP PROJECTS.
4. WORK HOURS
  - a. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS, 7:00 A.M. UNTIL 7:00 P.M., MONDAY THROUGH FRIDAY. RESTRICTED HOURS MAY BE INCLUDED WITH CONDITIONS OF THE CITY COUNCIL RESOLUTION APPROVING THE PROJECT, OR WITHIN THE WORK PERMIT. ALL WORK ON THE PROJECT SHALL COMPLY WITH BROOMFIELD MUNICIPAL CODE CHAPTER 9-36; REFER ALSO TO SECTION 131.00, "WORKING CONDITIONS" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.
  - b. CONTRACTOR SHALL NOT PERFORM WORK OUTSIDE REGULAR WORK HOURS OR ON SATURDAY, SUNDAY OR ANY BROOMFIELD OBSERVED HOLIDAY WITHOUT RECEIVING WRITTEN CONSENT FROM THE CITY ENGINEER OR DESIGNATED REPRESENTATIVE.
  - c. BROOMFIELD OBSERVED HOLIDAYS INCLUDE: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, JUNETEENTH, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY.
  - d. REQUESTS FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE SUBMITTED BY THE OWNER OR CONTRACTOR BY 12:00 P.M. ON THE WEDNESDAY PRIOR TO THE PROPOSED DATE OF THE WORK. REFER TO SECTION 152.00, "SATURDAY, HOLIDAY AND AFTER HOURS WORK PERMIT" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.

5. PRECONSTRUCTION MEETINGS
  - a. OWNER, OR CIP, WHEN APPLICABLE, SHALL REQUEST A PRECONSTRUCTION MEETING WITH BROOMFIELD AT LEAST 3 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. BROOMFIELD SHALL SCHEDULE SAID PRECONSTRUCTION MEETING. THOSE IN ATTENDANCE SHALL INCLUDE:
    - i. OWNER OR CIP
    - ii. CONTRACTOR
    - iii. ENGINEER
    - iv. BROOMFIELD
    - v. GEOTECHNICAL ENGINEER
    - vi. SURVEYOR
    - vii. ANY OTHER AFFECTED AGENCIES
  - b. CONSTRUCTION DOCUMENTS WITH THE BROOMFIELD REVIEW STAMP AND SIGNATURE SHALL BE DISTRIBUTED AT OR PRIOR TO THE PRECONSTRUCTION MEETING.
  - c. CONTRACTOR SHALL REQUEST A SEPARATE ONSITE PRECONSTRUCTION CONFERENCE WITH BROOMFIELD PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO CONNECTING TO EXISTING BROOMFIELD UTILITIES.

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 \_\_\_\_\_ 11/1/24  
**CITY ENGINEER (OR DESIGNEE) DATE**

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**Kimley-Horn**

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 ONE DESCOMBES DRIVE  
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**CITY OF BROOMFIELD GENERAL NOTES (CONTINUED):**

- 6. UTILITY NOTIFICATIONS
  - CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING NOTIFICATIONS:
    - a. UTILITY NOTIFICATION CENTER OF COLORADO, 1-800-922-1987 AND/OR 811. CALL FIVE (5) BUSINESS DAYS PRIOR (NOT INCLUDING THE DAY OF THE CALL) TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.
    - i. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES, WHETHER SHOWN OR NOT SHOWN ON THE APPROVED CONSTRUCTION DOCUMENTS.
    - ii. PROVIDING NOTIFICATION AND RECEIVING MARKINGS OF UNDERGROUND MEMBER UTILITIES IN NO WAY CONSTITUTES PERMISSION TO PERFORM CONSTRUCTION.
    - b. BROOMFIELD UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND COORDINATION WITH BROOMFIELD PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENT. BROOMFIELD PUBLIC WORKS SHALL BE NOTIFIED TWO BUSINESS DAYS (48 HOURS) IN ADVANCE TO SCHEDULE AN OUTAGE.
    - c. BROOMFIELD 24 HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR APPROVAL BY BROOMFIELD OF CONTRACTOR'S WORK OR CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE BROOMFIELD CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAYS (24 HOURS) PRIOR TO RESTART OF CONSTRUCTION.
    - d. BROOMFIELD IN THE EVENT OF AN EMERGENCY, AT (303) 438-6380 DURING REGULAR WORK HOURS OR (303) 438-6400 AFTER HOURS. CIP SHALL ALSO BE NOTIFIED, WHEN APPLICABLE.
    - e. BROOMFIELD AT (303) 438-6380 AND NORTH METRO FIRE RESCUE AT (720) 887-8217, EX. 2221 FOR ANY STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE, AT LEAST 2 BUSINESS DAYS (48 HOURS) PRIOR TO THE START OF CONSTRUCTION.
- 7. TRAFFIC CONTROL
  - a. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION. REFER TO SECTION 141.13, "TRAFFIC CONTROL, BARRICADES AND WARNING SIGNS" OF BROOMFIELD STANDARDS AND SPECIFICATIONS.
    - i. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO BROOMFIELD FOR APPROVAL PRIOR TO CONSTRUCTION.
    - ii. ALL SIGNS, STRIPING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO AND PLACEMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CDOT M&S STANDARDS.
    - iii. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES.
    - iv. CONTRACTOR SHALL MAINTAIN EXISTING PAVEMENT MARKINGS DURING CONSTRUCTION OPERATIONS IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND BROOMFIELD STANDARDS AND SPECIFICATIONS.
    - v. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.
- 8. GROUNDWATER
  - a. WHEN DISCHARGING GROUNDWATER, ALL DEWATERING METHODS SHALL BE IN CONFORMANCE WITH ALL LAWS AND REGULATIONS OF THE STATE--INCLUDING OBTAINING A COLORADO DISCHARGE PERMIT SYSTEM FOR CONSTRUCTION DEWATERING WASTEWATER DISCHARGE--AND SUBJECT TO THE APPROVAL OF BROOMFIELD.
  - b. CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.

- 9. SURVEY MONUMENTS AND MARKERS
  - a. CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS. REFER TO SECTION 141.09, "PROTECTION AND RESTORATION OF PROPERTY AND SURVEY MONUMENTS" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.
    - i. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF SAID MARKERS.
    - ii. RESETTING OF MARKERS SHALL BE PERFORMED PER ARTICLES 51 AND 53 OF TITLE 38 OF THE COLORADO REVISED STATUTES, AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND AS APPROVED BY BROOMFIELD.
  - b. PRIOR TO CONSTRUCTION ACCEPTANCE, ENGINEER SHALL SUBMIT A PLAN OF PROPOSED LOCATIONS FOR INSTALLATION OF RANGE POINTS TO BROOMFIELD FOR APPROVAL.
    - i. RANGE POINTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38 OF THE COLORADO REVISED STATUTES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS.
    - ii. RANGE POINTS SHALL BE SET IN VALVE BOXES THAT COMPLY WITH THE BROOMFIELD STANDARDS AND SPECIFICATIONS WITH BOX LIDS MARKED "SURVEY POINT", OR AS OTHERWISE APPROVED BY THE CITY ENGINEER.
- 10. CONSTRUCTION ACCESS AND ACTIVITIES
  - a. CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS AND MUD TRACKED ONTO EXISTING ROADWAYS.
  - b. CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY THE CONSTRUCTION.
  - c. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL STATE AND BROOMFIELD DUST AND EROSION CONTROL ORDINANCES. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY BROOMFIELD AND AS APPROVED WITH THE CONSTRUCTION PERMIT.
  - d. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY BROOMFIELD PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT. REFER TO SECTION 900.00, "ASPHALT MIX DESIGN AND CONSTRUCTION" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.
  - e. WORK IN PUBLIC STREETS SHALL BE PERFORMED IN A MANNER THAT PROVIDES MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND THE GENERAL PUBLIC.
  - f. CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO PUBLIC RIGHT-OF-WAY (R.O.W.) AND AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND AREAS UNDER OWNERSHIP OF OWNER, UNLESS OTHERWISE AUTHORIZED BY THE AFFECTED PROPERTY OWNER AND ACKNOWLEDGED BY BROOMFIELD.
  - g. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENTS FOR INGRESS AND EGRESS TO THE WORK SITE FROM ADJACENT PRIVATE PROPERTY OWNERS. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- 11. PAVEMENT CUTS AND POTHoles
  - a. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY BROOMFIELD. REFER TO SECTION 141.02.01, "EXPLORATORY POTHOLES REQUIRED FOR EXISTING UTILITY SYSTEMS" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.
  - b. NO ROADWAY SHALL BE OPEN CUT UNLESS APPROVED BY BROOMFIELD. REFER TO SECTION 143.00, "PAVEMENT CUTS" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.
- 12. RESTORATION
  - a. CONTRACTOR SHALL RESTORE ANY DISTURBED AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED BEFORE CONSTRUCTION. DRAINAGE DITCHES OR WATERCOURSES THAT ARE DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THE GRADES AND CROSS-SECTIONS THAT EXISTED BEFORE CONSTRUCTION, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DOCUMENTS. REFER TO SECTION 360.00, "RESTORATION AND CLEANUP" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS.


- 13. ACCEPTANCE PROCEDURES
  - a. OWNER OR CONTRACTOR FOR CIP PROJECTS, SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO BROOMFIELD PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION. REFER TO SECTION 200.00, "ACCEPTANCE PROCEDURES" OF THE BROOMFIELD STANDARDS AND SPECIFICATIONS FOR ADDITIONAL RECORD DOCUMENT SUBMITTAL REQUIREMENTS.

**STORMWATER MANAGEMENT PLAN/PERMIT**

- 1. WORK SHALL CONSIST OF LESS THAN 1-ACRE OF DISTURBANCE WITHIN THE PROJECT LIMITS.
- 2. CONTRACTOR SHALL PREPARE A STORMWATER MANAGEMENT PLAN AS PART OF OBTAINING A STORMWATER PERMIT PRIOR TO BEGINNING THE WORK. THIS PLAN SHALL MEET ALL CURRENT CCOB STANDARDS AS REQUIRED TO OBTAIN THE PERMIT.
- 3. CONTRACTOR SHALL COORDINATE THE LOCATION OF THE STAGING AREA WITH CCOB PRIOR TO BEGINNING CONSTRUCTION.
- 4. THE CONTRACTOR SHALL NOT LEAVE DEBRIS IN THE ROAD (INCLUDING MUD, ROCKS ETC.) AS A RESULT OF THE CONSTRUCTION ACTIVITY. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL SWEEP AND REMOVE DEBRIS PRIOR TO LEAVING THE SITE.

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**CITY ENGINEER (OR DESIGNEE) DATE**

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<small>KIMLEY-HORN AND ASSOCIATES, INC. 300 WYSLICHEN CREEK SUITE 100 BROOMFIELD, COLORADO 80021 (720) 404-2514</small>	

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**CITY AND COUNTY OF BROOMFIELD**  
 ONE DESCOMBES DRIVE  
 BROOMFIELD, CO 80020  
 Phone: 303-468-3301

FINAL DESIGN	GENERAL NOTES		Project No./Code <b>096518008</b>
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**ABBREVIATIONS:**

BL	BASELINE	RT	RIGHT
BP	BEGIN POINT	ROW	RIGHT OF WAY
CL	CENTERLINE	SF	SQUARE FEET
CONC	CONCRETE	SNS	STREET NAME SIGN
C&G	CURB AND GUTTER	SSD	STOPPING SIGHT DISTANCE
CR	CURB RETURN	STA	STATION
DIA.	DIAMETER	STD	STANDARD
DTL	DETAIL	SWK	SIDEWALK
EL	ELEVATION	SY	SQUARE YARDS
EG	EXISTING GROUND	TC	TOP OF CURB
EP	END POINT	TYP	TYPICAL
ESMT	EASEMENT	UE	UTILITY EASEMENT
ETW	EDGE OF TRAVELED WAY	UTIL	UTILITY
EX	EXISTING	VAR	VARIES
FG	FINISHED GRADE	VC	VERTICAL CURVE
FL	FLOW LINE	VPC	VERTICAL POINT OF CURVATURE
HCL	HORIZONTAL CONTROL LINE	VPI	VERTICAL POINT OF INTERSECTION
LF	LINEAR FOOT/FEET	VPT	VERTICAL POINT OF TANGENCY
LOD	LIMITS OF DISTURBANCE		
LT	LEFT		
ME	MATCH EXISTING		
NO	NUMBER		
NTS	NOT TO SCALE		
OFF	OFFSET		
PC	POINT OF CURVE		
PCC	POINT OF COMPOUND CURVE		
PCR	POINT OF CURB RETURN		
PGL	PROFILE GRADE LINE		
PGP	PROFILE GRADE POINT		
PRC	POINT OF REVERSE CURVE		
PROP	PROPOSED		
PT	POINT OF TANGENCY		
PVI	POINT OF VERTICAL INTERSECTION		
R	RADIUS		
RD	ROAD		

**LEGEND:**

---	EXISTING RIGHT OF WAY
---	EXISTING WATER LINE
---	EXISTING GAS LINE
---	EXISTING UNDERGROUND ELECTRIC
---	EXISTING IRRIGATION LINE
---	EXISTING SANITARY SEWER LINE
WV	EXISTING WATER METER/VALVE
I	EXISTING IRRIGATION BOX
S	EXISTING SANITARY MANHOLE
E	EXISTING ELECTRIC BOX
☼	EXISTING STREET LIGHT
🌳	EXISTING TREES
🌱	EXISTING BUSH
○	PROPOSED SIGN

**STRIPING NOTES:**

1. ALL PAINT SHALL BE 15 MIL THICK UPON INSTALLATION AND 8 MIL THICK WHEN DRY.
2. THERMO-PLASTIC APPLICATIONS SHALL BE AS SPECIFIED IN THE PLANS AND/OR PER CITY CRITERIA.
3. ALL SURFACES THAT ACCEPT PAINT/THERMO-PLASTIC STRIPING OR PRE-FORMED MARKINGS SHALL BE FIRST SANDBLASTED AND THOROUGHLY CLEANED PRIOR TO INSTALLATION OF STRIPING OR MARKINGS.
4. ALL PERMANENT LONGITUDINAL PAVEMENT STRIPING ON ASPHALT SURFACES (CENTERLINES, LANE LINES, BAY LINES, ETC.) SHALL BE INSTALLED USING AN APPROVED REFLECTIVE TRAFFIC PAINT OR PAVEMENT MARKING TAPE. REFLECTIVE BEADS SHALL BE APPLIED IN ACCORDANCE WITH CDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE MANUFACTURER'S REQUIREMENTS. WHEN TAPE IS USED ON AN ASPHALT STREET, IT SHALL BE "ROLLED" INTO THE FINAL LIFT. ON CONCRETE SURFACES TAPE SHALL BE UTILIZED WITH A CONTRASTING BLACK EDGE AND GROOVED INTO THE PAVEMENT.
5. ALL ARROW MARKINGS SHALL BE THERMO-PLASTIC.

**SIGNING NOTES:**

1. ALL ROADWAY SIGNAGE SHALL CONFORM TO THE MUTCD AND/OR CITY AND COUNTY OF BROOMFIELD STANDARDS.
2. ALL SIGNPOSTS SHALL UTILIZE BREAKAWAY ASSEMBLIES AND FASTENERS.

ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER BROOMFIELD REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

  
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 CITY ENGINEER (OR DESIGNEE) DATE

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FINAL DESIGN  No Revisions:  Revised:  Void:	GENERAL NOTES		Project No./Code  <b>096518008</b>  4 of 4
	Designer: TJL	Sheet Subse	
	Detailer: IKW	GENERAL NOTES	
	Checked By: JK	Subset Sheet: 3 of 3	



KIMLEY-HORN AND ASSOCIATES, INC.  
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CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	LEGACY				PROJECT TOTALS				NOTES
			PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.	
201-00000	CLEARING AND GRUBBING	LS	1					1			
202-00010	REMOVAL OF TREE	EACH	1					1			
202-00203	REMOVAL OF CURB AND GUTTER	LF	52					52			
202-00250	REMOVAL OF PAVEMENT MARKING	SF	286					286			
202-00610	REMOVAL OF GROUND SIGN	EACH	1					1			
202-00821	REMOVAL OF SIGN PANEL	EACH	1					1			
202-00200	REMOVAL OF SIDEWALK	SY	37					37			
202-00220	REMOVAL OF ASPHALT MAT	SY	9					9			
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	SY	9					9			
503-00018	DRILL SHAFT (18 INCH)	LF	57					57			
503-00036	DRILLED SHAFT (36 INCH)	LF	57					57			
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	25					25			
608-00010	CONCRETE CURB RAMP	SY	12					12			
608-21020	VERTICAL CATCH CURB AND GUTTER	LF	62					62			
613-00000	WIRING	LS	1					1			
613-00029	2"X2"HDPE SDR 11 CONDUIT	LF	940					940			
613-00200	2 INCH ELECTRICAL CONDUIT	LF	120					120			
613-00206	2 INCH ELECTRICAL CONDUIT (BOPED)	LF	150					150			
613-00300	3 INCH ELECTRICAL CONDUIT	LF	222					222			
613-00306	3 INCH ELECTRICAL CONDUIT (BOPED)	LF	300					300			
613-00400	4 INCH ELECTRICAL CONDUIT	LF	45					45			
613-07001	17"X30"X12" PULL BOX	EACH	4					4			
613-07002	36"X48"X30" PULL BOX	EACH	3					3			
613-13000	LUMINAIRE (LED)	EACH	3					3			
614-00011	SIGN PANEL (CLASS I)	SF	33					33			
614-00014	STANDARD STREET NAME SIGN	EACH	1					1			
614-10160	SIGNAL HEAD BACKPLATES	EACH	5					5			
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	9					9			
614-70117	PEDESTRIAN SIGNAL FACE (16)	EACH	2					2			
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	EACH	1					1			
614-72858	PEDESTAL POLE	EACH	1					1			
614-72863	PEDESTRIAN PUSH BUTTON POST ASSEMBLY	EACH	1					1			
614-72864	FIRE PREEMPTION UNIT	EACH	2					2			
614-72895	VEHICLE DETECTION SYSTEM (CAMERA)	EACH	3					3			
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35' MAST ARM)	EACH	1					1			
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40' MAST ARM)	EACH	1					1			
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45' MAST ARM)	EACH	1					1			
614-86248	TRAFFIC SIGNAL CONTROLLER (TYPE 2070)	EACH	3					3			
614-87708	FIBER OPTIC MCODEM	EACH	3					3			
626-00000	MOBILIZATION	LS	1					1			
627-00002	THERMOPLASTIC PAVEMENT MARKINGS	SF	350					350			
627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	GAL	10					10			
630-00003	CONSTRUCTION TRAFFIC CONTROL	LS	1					1			
700-70010	MINOR CONTRACT REVISIONS	FA	1					1			
700-93301	EROSION CONTROL	FA	1					1			



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*[Signature]*

11/1/24

CITY ENGINEER (OR DESIGNEE)

DATE

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**Kimley-Horn**

KIMLEY-HORN AND ASSOCIATES, INC.  
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Sheet Revisions		
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FINAL DESIGN		SUMMARY OF APPROXIMATE QUANTITIES		Project No./Code
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		Detailer: IKW		
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**GENERAL NOTES**

1. SUBSURFACE UTILITY ENGINEERING (SUE) IS A PROFESSIONAL PRACTICE DEFINED BY THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE). KIMLEY-HORN AND THEIR SUBCONSULTANTS PERFORM SUE INVESTIGATIONS IN CONFORMANCE WITH THE COLORADO SENATE BILL 18-167 AND THE CONSTRUCTION INSTITUTE (CI) / ASCE 38-22, "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". IDENTIFYING AND DOCUMENTING UNDERGROUND UTILITIES IS THE RESULT OF GATHERING EVIDENCE FROM VARIOUS SOURCES AND IS LIMITED TO THE ACCURACY OF THE GEOPHYSICAL TOOLS USED, SURVEYING CONTROL AND EQUIPMENT USE, FIELD METHODOLOGIES USED, AND WEATHER CONDITIONS ENCOUNTERED. THE EXACT LOCATIONS OF INDIVIDUAL SUBSURFACE UTILITY INFRASTRUCTURE SHOWN IN THESE PLANS ARE NOT CONFIRMED UNLESS THEY WERE VISUALLY EXPOSED AND SURVEYED, AND SUCH INFORMATION OBTAINED ONLY APPLIES TO THOSE SPECIFIC LOCATIONS OF THE SUBJECT UTILITY INFRASTRUCTURE. IF ANY UTILITIES CONFLICT WITH THE PROPOSED DESIGN BY OTHERS, KIMLEY-HORN RECOMMENDS THAT THE OWNER AND/OR DESIGN ENGINEER COMPLETE A QUALITY LEVEL A TEST HOLE AT EACH CONFLICT LOCATION PRIOR TO FINAL DESIGN AND CONSTRUCTION TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL POSITION OF THE SUBJECT UTILITY INFRASTRUCTURE.
2. UTILITIES ARE DEPICTED IN THESE PLANS IN ACCORDANCE WITH THEIR ACHIEVED QUALITY LEVELS AS DEFINED IN THE CI/ASCE 38-02, "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". BASED ON TYPICAL TASKS LEADING TO UTILITY DEPICTION, ASCE DEFINES THE QUALITY LEVELS AS FOLLOWS.
  - QUALITY LEVEL D (QL-D): "INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTION."
  - QUALITY LEVEL C (QL-C): "INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION."
  - QUALITY LEVEL B (QL-B): "INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QL-B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS."
  - QUALITY LEVEL A (QL-A): "PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY ACTUAL EXCAVATION (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY A PRECISE HORIZONTAL AND VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER."
3. RELIANCE UPON THESE DATA FOR RISK MANAGEMENT PURPOSES DURING BIDDING DOES NOT RELIEVE THE PROJECT OWNER, OWNER'S ENGINEER, CONTRACTOR, OR UTILITY OWNER FROM FOLLOWING ALL APPLICABLE UTILITY DAMAGE PREVENTION STATUTES, POLICIES, AND/OR PROCEDURES DURING EXCAVATION. IT IS IMPORTANT THAT THE CONTRACTOR INVESTIGATES AND UNDERSTANDS THE SCOPE OF WORK BETWEEN THE PROJECT OWNER(S) AND THEIR ENGINEER REGARDING THE SCOPE AND LIMITS OF THE UTILITY INVESTIGATIONS LEADING TO THESE UTILITY DEPICTIONS.
4. THESE PLANS HAVE BEEN PREPARED FOR THE USE OF KIMLEY-HORN'S CLIENT AND MAY NOT BE USED, REPRODUCED OR RELIED UPON BY THIRD PARTIES EXCEPT BY THE EXPRESS WRITTEN CONSENT OF KIMLEY-HORN AND THEIR CLIENT, OR AS REQUIRED BY LAW.
5. THIS SUE INVESTIGATION PLANS DEPICT UTILITIES FOR PLANNING AND DESIGN PURPOSES ONLY - THEY ARE NOT INTENDED FOR CONSTRUCTION.

**GEOPHYSICAL INVESTIGATION**

1. KIMLEY-HORN AND THEIR SUBCONSULTANTS PERFORMED THE GEOPHYSICAL SUE INVESTIGATION FOR THIS PROJECT IN ACCORDANCE WITH ITS STANDARD OF PRACTICE WHICH GENERALLY CONFORMS TO CI/ASCE 38-02 AND ALIGNS WITH GENERALLY ACCEPTABLE INDUSTRY STANDARDS. THIS INVOLVED THE TRACING OF DISTINCT, KNOWN, AND DETECTABLE UTILITY ALIGNMENTS WITHIN THE LIMITS OF INVESTIGATION. HOWEVER, THIS EFFORT IS NOT A TOTAL GEOPHYSICAL SWEEP OF THE LIMITS OF INVESTIGATION.
2. FOR UTILITIES WHERE A TRACER WIRE IS PRESENT IN A USABLE CONDITION, THOSE UTILITIES HAVE BEEN DESIGNATED AND LABELED AS QL-B HEREIN UPON SUCCESSFUL DESIGNATION. HOWEVER, DUE TO THE UNKNOWN METHODS USED TO INSTALL THE TRACER WIRE DURING CONSTRUCTION, THE LOCATION OF THE TRACER WIRE MAY BE DIFFERENT THAN THE ACTUAL LOCATION OF THE SUBJECT UNDERGROUND UTILITY LINE, WHICH MAY NECESSITATE THE NEED FOR FURTHER SUE INVESTIGATION OR QL-A TEST HOLES.
3. TO DETERMINE THE EXACT LOCATION OF GRAVITY-FED UTILITY SYSTEMS, KIMLEY-HORN RECOMMENDS THAT A QL-B SUE INVESTIGATION, INCLUDING RODDING OR SIMILAR METHODS, BE COMPLETED ON THE QL-C AND/OR QL-D GRAVITY SEWER LINES SHOWN HEREIN, OR THAT QL-A TEST HOLES BE COMPLETED ON GRAVITY SEWER LINES THAT MAY BE IN CONFLICT WITH THE PROPOSED ENGINEERING DESIGN BY OTHERS.
4. ACCESSIBLE MANHOLE COVERS ARE OPENED WHEN POSSIBLE, TO ALLOW VISUAL VERIFICATION OF UTILITIES AND TO COLLECT GRAVITY SEWER LINE INVERT DATA.

**SUE NOTES**

**PERIOD OF DATA COLLECTION**

1. SUE LOCATES INVESTIGATION FIELD WORK WAS PERFORMED BETWEEN SEPTEMBER 26, 2023 - SEPTEMBER 27, 2023 BY UTILO, LLC. SUE POTHOLE INVESTIGATION FIELD WORK WAS PERFORMED SEPTEMBER 25, 2024 - SEPTEMBER 26, 2024 BY RECONN UTILITY SERVICES.
2. KIMLEY-HORN WILL NOT BE HELD LIABLE FOR THE DEPICTION OF ANY CHANGES IN FIELD CONDITIONS RELATED TO THESE PLAN, INCLUDING UTILITIES AND APPURTENANCES THAT WERE INSTALLED, REMOVED, OR ADJUSTED DURING OR AFTER THE FIELD WORK WAS STARTED.

**RECORDS RESEARCH & SITE RECONNAISSANCE**

1. KIMLEY-HORN AND THEIR SUBCONSULTANTS REQUESTED UTILITY INFORMATION SUCH AS FACILITY MAPS AND RECORD DRAWINGS FROM KNOWN UTILITY OWNERS (CO 811 MEMBERS) AND APPLICABLE CUSTODIANS OF UTILITY RECORDS.
2. KIMLEY-HORN AND THEIR SUBCONSULTANTS SCANNED THE LIMITS OF INVESTIGATION FOR EVIDENCE OF ADDITIONAL UTILITIES NOT MADE KNOWN DURING RECORDS RESEARCH.
3. UTILITIES NOT DISCOVERED THROUGH RECORDS RESEARCH OR SITE INVESTIGATION SHALL BE REFERRED TO AS UNDOCUMENTED UTILITIES. KIMLEY-HORN IS NOT RESPONSIBLE FOR DEPICTING UNDOCUMENTED/UNKNOWN UTILITIES.
4. UTILITIES DOCUMENTED IN RECORDS, IF AVAILABLE TO KIMLEY-HORN, ARE DEPICTED AS QL-D UNLESS A HIGHER QUALITY LEVEL WAS ACHIEVED.
5. THE UTILITY COMPANIES PRESENTED IN TABLE 1 - UTILITY OWNER INFORMATION BELOW WERE EITHER CONTACTED DIRECTLY OR NOTIFIED OF THE PROJECT VIA THE CO 811 ENGINEERING TICKET SYSTEM. THIS INFORMATION IS CURRENT AS OF THE ORIGINAL ISSUE DATE OF THESE PLANS.

UTILITY	UTILITY OWNER	TELEPHONE NUMBER
ELECTRIC	XCEL ENERGY	800-895-1999
NATURAL GAS	XCEL ENERGY	800-895-1999
FIBER	AT&T	800-288-2020
FIBER	CENTURYLINK	800-244-1111
FIBER	CITY OF BROOMFIELD	303-438-6334
FIBER	ADAMS 12 FIVE-STAR SCHOOLS	804-922-1398
STORM SEWER	CITY OF BROOMFIELD	303-438-6334
WATER	CITY OF BROOMFIELD	303-438-6334



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*(Signature)*

11/1/24

**CITY ENGINEER (OR DESIGNEE)**

**DATE**

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Drawing File Name:	Date:	Comments:			Init.	ONE DESCOMBS DRIVE	BROOMFIELD, CO 80020	SUE NOTES	
Horiz. Scale: N/A	Vert. Scale: N/A				Phone: 303-468-3301	Designer: ARD	Sheet Subset: SUE PLANS	Revised:	
<b>Kimley»Horn</b>	(R-X)					Detailer: ZMT		Void:	Checked By: RKK
	(R-X)						Subset Sheet: 1 of 3		
	(R-X)								

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**DATA LIMITATIONS**

1. ALL QL-D, QL-C, AND/OR QL-B DATA DEPICTED IN THESE PLANS ARE INTENDED AS GUIDELINES FOR QL-A TEST HOLES OR OTHER UTILITY INVESTIGATION PRIOR TO FINAL DESIGN AND CONSTRUCTION BY OTHERS. THE EXACT LOCATIONS OF INDIVIDUAL SUBSURFACE UTILITY INFRASTRUCTURE SHOWN IN THESE PLANS ARE NOT CONFIRMED UNLESS THEY WERE VISUALLY EXPOSED AND SURVEYED, AND SUCH INFORMATION OBTAINED ONLY APPLIES TO THOSE SPECIFIC EXPOSED LOCATIONS OF THE SUBJECT UTILITY INFRASTRUCTURE.
2. KIMLEY-HORN AND THEIR SUBCONSULTANTS PERFORMED THIS SUE PROJECT IN ACCORDANCE WITH THE CI/ASCE 38-22 GUIDELINES AND CURRENT GENERALLY ACCEPTED INDUSTRY STANDARDS. HOWEVER, THE POSSIBILITY STILL EXISTS THAT SOME UTILITIES WERE NOT FOUND OR DEPICTED.
3. THE DEPICTED HORIZONTAL LIMITS OF BURIED UTILITIES ARE NOT NECESSARILY INDICATIVE OF THE UNDERGROUND HORIZONTAL LIMITS, WHICH CAN EXTEND SIGNIFICANTLY BEYOND WHAT IS SHOWN IN THESE PLANS.
4. SOME UTILITIES MAY BE DEPICTED OUTSIDE OF THE LIMITS OF THE SUE INVESTIGATION; THIS IS NOT AN INDICATION THAT ALL EXISTING UTILITIES ARE DEPICTED BEYOND THESE SUE INVESTIGATION LIMITS.
5. UTILITY ATTRIBUTE INFORMATION SUCH AS UTILITY OWNERSHIP, PIPE SIZE, OR PIPE MATERIAL ARE BASED ON INFORMATION GATHERED FROM AVAILABLE RECORDS. IN SOME CASES, THIS INFORMATION MAY BE OBSOLETE OR INACCURATE. THE USER OF THESE PLANS MUST VERIFY UTILITY ATTRIBUTE INFORMATION BY CONTACTING UTILITY OWNERS DURING THEIR UTILITY COORDINATION PROCESS.
6. THE USER OF THESE PLANS SHOULD VERIFY ALL UTILITY CONFLICTS BEFORE EXCAVATION OR CONSTRUCTION.

**DESIGNATING EQUIPMENT**

1. GEOPHYSICAL UTILITY DESIGNATION WAS PERFORMED USING THE RD 8100 PDL RECEIVER, THE RD TX10 TRANSMITTER AND THE VIVAX-METROTECH VM810.
2. ADDITIONAL UTILITY INFORMATION WAS COLLECTED USING STANDARD FIELD EQUIPMENT SUCH AS SONDE, MEASURING TAPE, AND METAL DETECTORS.

**LEGEND OF UTILITY TYPES**

<u>COMMUNICATIONS</u>			
AT&T	QL-B		FIB
CITY OF BROOMFIELD	QL-B		FIB
CENTURY LINK	QL-B		FIB
ADAMS 12 (AD12)	QL-B		FIB
<u>GAS</u>			
XCEL ENERGY	QL-B		G
XCEL ENERGY	QL-C		G
<u>STORM SEWER</u>			
CITY OF BROOMFIELD	QL-C		SD
<u>WATER</u>			
CITY OF BROOMFIELD	QL-C		W
<u>ELECTRIC</u>			
XCEL ENERGY	QL-B		E
XCEL ENERGY OVERHEAD			OHE

QL-C/D LINework IS BASED ON AVAILABLE RECORDS AND ABOVE-GROUND FEATURES

**LEGEND OF UTILITY SYMBOLS**

FIBER VAULT	
STORM INLET	
WATER VALVE	
WATER HYDRANT	
TRAFFIC SIGNAL POLE	
ELECTRIC VAULT	

POTHOLE #	UTILITY TYPE	UTILITY OWNER	COMPOSITION	DIAMETER	DEPTH TO TOP OF UTILITY	SURFACE TYPE	NOTES
1	FIBER	AT&T	PLA	4X2"	60"	DIRT	
2	FIBER	AT&T	PLA	3X2"	61"	GRASS	
3	FIBER	AT&T	PLA	2X2"	21"	DIRT	MEASURED FROM HANDHOLE
4	ELECTRIC	XCEL ENERGY	PLA	6"	72"	DIRT	CLEARED 132" DEPTH AND 36" WIDTH
5	FIBER	CITY OF BROOMFIELD	PLA	2X2"	70"	DIRT	6" PLA ELECTRIC FOUND AT 80" DEPTH. CLEARED 132" DEPTH AND 36" WIDTH
6	FIBER	CITY OF BROOMFIELD	PLA	1"	28"	GRASS	IRRIGATION LINE FOUND IN HOLE. CLEARED 132" DEPTH AND 36" WIDTH
7	FIBER	AT&T	PLA	2X2"	36"	DIRT	CLEARED 132" DEPTH AND 36" WIDTH
8	FIBER	CENTURYLINK/AD12	PLA	2"	34"	GRASS	CLEARED 108" DEPTH AND 36" WIDTH

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*M. D.*

11/1/24



CITY ENGINEER (OR DESIGNEE)

DATE

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<b>Kimley-Horn</b>
<small>KIMLEY-HORN AND ASSOCIATES, INC. 300 WYNDOLPH CIRCLE SUITE 100 BROOMFIELD, COLORADO 80021 (720) 464-2814</small>

Sheet Revisions		
Date:	Comments:	Init.
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BROOMFIELD, CO 80020  
Phone: 303-469-3301

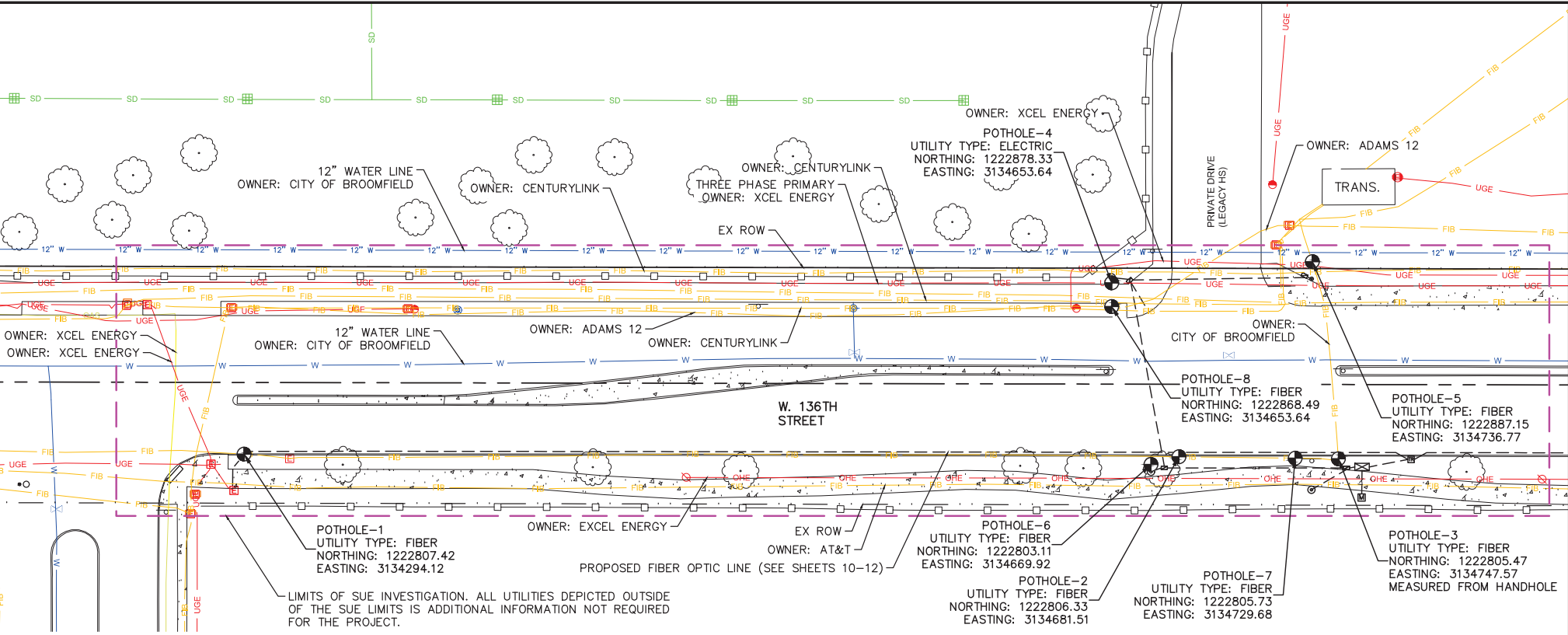
FINAL PLANS
No Revisions:
Revised:
Void:

SUE NOTES	
Designer: ARD	Sheet Subset: SUE PLANS
Detailer: ZMT	
Checked By: RKK	Subset Sheet: 2 of 3

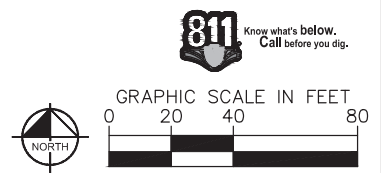
Project No./Code
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 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS DOCUMENT IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.



**CERTIFICATION NOTE**  
 THE UTILITY INFRASTRUCTURE DEPICTED HEREIN HAVE BEEN INVESTIGATED IN GENERAL COMPLIANCE WITH CI/ASCE 38-22, "STANDARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA", AND THEY ARE DEPICTED AT THEIR ACHIEVED QUALITY LEVELS. THE EXACT LOCATIONS OF INDIVIDUAL SUBSURFACE UTILITY INFRASTRUCTURE SHOWN IN THESE PLANS ARE NOT CONFIRMED UNLESS THEY WERE VISUALLY EXPOSED AND SURVEYED, AND SUCH INFORMATION OBTAINED ONLY APPLIES TO THOSE SPECIFIC EXPOSED LOCATIONS OF THE SUBJECT UTILITY INFRASTRUCTURE.



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Sheet Revisions			
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**CITY AND COUNTY OF BROOMFIELD**  
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 Phone: 303-469-3301

FINAL PLANS	SUE PLAN		Project No./Code
	Designer: ARD	Sheet Subset: SUE PLANS	
No Revisions:			096518008
Revised:	Detailer: ZMT	Subset Sheet: 3 of 3	
Void:	Checked By: RKK		



**KIMLEY-HORN AND ASSOCIATES, INC.**  
 300 WINDSORCH CRESCENT  
 SUITE 100  
 BROOMFIELD, COLORADO 80021  
 (720) 464-2814

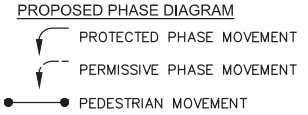
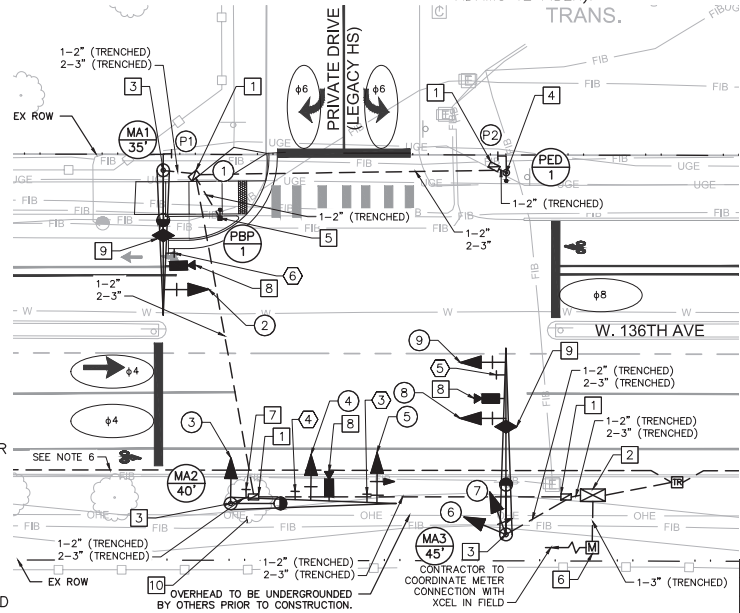


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- LEGEND**
- ☉ TRAFFIC SIGNAL POLE, FOUNDATION AND MAST ARM
  - ➔ PROPOSED TRAFFIC SIGNAL HEAD W/ BACKPLATE
  - ➔ PROPOSED TRAFFIC SIGNAL HEAD W/O BACKPLATE
  - ➔➔ PROPOSED LEFT-TURN TRAFFIC SIGNAL HEAD W/ BACKPLATE
  - ➔➔ PROPOSED LEFT-TURN TRAFFIC SIGNAL HEAD W/O BACKPLATE
  - PROPOSED CONDUIT
  - PROPOSED LUMINAIRE
  - ➔ PROPOSED APS PUSH BUTTON
  - ◆ PROPOSED OPTICOM DETECTOR
  - ⊕ PROPOSED SIGNAL POLE/MAST ARM MOUNTED SIGN
  - ⌈ PROPOSED PEDESTRIAN SIGNAL
  - PROPOSED DETECTION CAMERA
  - ☒ PROPOSED TRAFFIC SIGNAL CABINET
  - ⊞ PROPOSED POWER METER
  - ⌋ PROPOSED CONNECTION TO POWER SOURCE
  - ⊞ PROPOSED 17"x30"x12" TRAFFIC SIGNAL PULL BOX
  - ⊞ PROPOSED 32"x32"x24" (TIER 15) FIBER OPTIC PULL BOX
  - ⊞ SIGNAL HEAD INFORMATION
  - ⊞ SIGN INFORMATION
  - ➔ TRAFFIC FLOW ARROWS (DIAGRAMMATIC ONLY)
  - ⊕ PROPOSED PUSH BUTTON POST
  - ⊕ PROPOSED PEDESTAL POLE

- SIGNAL NOTES**
- 1 FURNISH AND INSTALL 17"x30"x12" PULL BOX PER BROOMFIELD STANDARD 746.05.
  - 2 FURNISH AND INSTALL TYPE 332D ALUMINUM CABINET, FOUNDATION, UNINTERRUPTED POWER SUPPLY AND TYPE 2070 SIEMENS CONTROLLER UNIT PER BROOMFIELD STANDARD 746.00
  - 3 FURNISH AND INSTALL TRAFFIC SIGNAL POLE, MAST ARM, LUMINAIRE, PUSH BUTTON(S) AND FOUNDATION PER CDOT STANDARD S-614-40A. SIGNAL POLE SHALL BE HOT DIPPED GALVANIZED INSIDE AND OUT ACCORDING TO ASTM A123. POLE SHALL BE BROOMFIELD GRAY PER BROOMFIELD STANDARD 745.03.
  - 4 FURNISH AND INSTALL PEDESTAL POLE, PUSH BUTTON(S) AND FOUNDATION PER CDOT STANDARD S-614-44. POLE SHALL BE HOT DIPPED GALVANIZED INSIDE AND OUT ACCORDING TO ASTM A123. POLE SHALL BE BROOMFIELD GRAY PER BROOMFIELD STANDARD 745.03
  - 5 FURNISH AND INSTALL PUSH BUTTON POST, PUSH BUTTON(S) AND FOUNDATION PER CDOT STANDARD S-614-44. POLE SHALL BE HOT DIPPED GALVANIZED INSIDE AND OUT ACCORDING TO ASTM A123. POLE SHALL BE BROOMFIELD GRAY PER BROOMFIELD STANDARD 745.03
  - 6 ELECTRICAL METER TO BE INSTALLED BY XCEL DURING UNDERGROUNDING. CONTRACTOR TO COORDINATE CONNECTION IN FIELD.
  - 7 FURNISH AND INSTALL INTERNALLY ILLUMINATED STREET NAME SIGN PER BROOMFIELD STANDARD 731.02
  - 8 FURNISH AND INSTALL VIDEO DETECTION CAMERA/SYSTEM PER BROOMFIELD STANDARD 746.12.

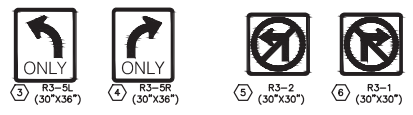
- NOTES**
1. SEE SHEET 13 FOR SIGNING & STRIPING PLAN.
  2. ALL CONDUIT IS BORED UNLESS OTHERWISE STATED.
  3. OVERHEARD LINE TO BE UNDERGROUNDED PRIOR TO CONSTRUCTION (BY OTHERS).
  4. DETECTION ZONES SHOWN ARE DIAGRAMMATIC ONLY. CONTRACTOR SHALL COORDINATE WITH THE CITY TO DETERMINE PROPER PLACEMENT.
  5. CONTRACTOR SHALL VERIFY LOCATIONS OF PULL BOXES AND CONDUIT IN THE FIELD WITH THE CITY PRIOR TO CONSTRUCTION
  6. SEE SHEETS 10-12 FOR INFORMATION ON FIBER INTERCONNECT AND EXISTING TRAFFIC SIGNAL CONTROLLER REMOVALS AND REPLACEMENTS.
  7. ALL PUSH BUTTONS SHALL BE AUDIBLE PEDESTRIAN PUSH BUTTONS PER BROOMFIELD STANDARD 746.11.
  8. TRAFFIC SIGNAL CONTROLLER CABINET SHALL INCLUDE ALL ITEMS TO MAKE SIGNAL OPERATIONAL. ITEMS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK OF THE CABINET.
  9. ALL CONDUIT SHALL BE PER BROOMFIELD STANDARD 742.00.
  10. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER AND CITY AND COUNTY OF BROOMFIELD PRIOR TO ANY PURCHASES.
  11. SEE SHEET 10 & 12 FOR ADDITIONAL DETAILS ON CONTROLLER UPGRADES AT 136TH & WESTLAKE DR, AND EAST PRIVATE DRIVE (LEGACY HS) RESPECTIVELY.
  12. CONTRACTOR SHALL HAND DIG AREAS WHERE PROPOSED CONDUIT CROSSES EXISTING FIBER LINES (INCLUDING ADAMS 12 FIBER).



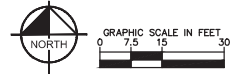
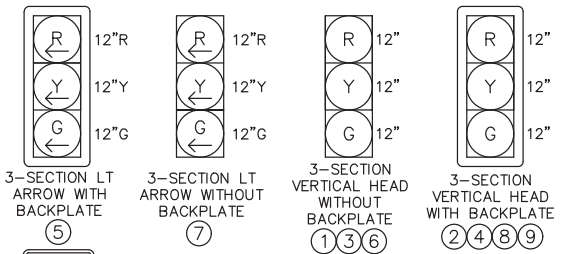
**PROPOSED SIGN LEGEND**  
STREET NAME SIGNS



**MAST ARM SIGNS**



**PROPOSED SIGNAL FACES**



**PROPOSED SIGNAL POLE SCHEDULE**

POLE NUMBER	MA-1	MA-2	MA-3	PED-1	PBP-1
MAST ARM LENGTH	35'	40'	45'	NA	NA
FND. DIAMETER	36"	36"	36"	18"	NA
FND. DEPTH	19'	19'	19'	5'	NA
NORTHING / EASTING	N: 1222880.57 E: 3134653.64	N: 1222800.11 E: 3134669.92	N: 1222792.63 E: 3134736.41	N: 1222879.98 E: 3134736.46	N: 1222879.56 E: 3134737.31
DESIGN STANDARD	CDOT S-614-40A	CDOT S-614-40A	CDOT S-614-40A	CDOT S-614-44	CDOT S-614-45

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Print Date: 10/30/2024

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**Kimley-Horn**

KIMLEY-HORN AND ASSOCIATES, INC.  
300 WYNDOLPH CREEKWAY  
SUITE 100  
BROOMFIELD, COLORADO 80021  
(720) 464-2514

**Sheet Revisions**

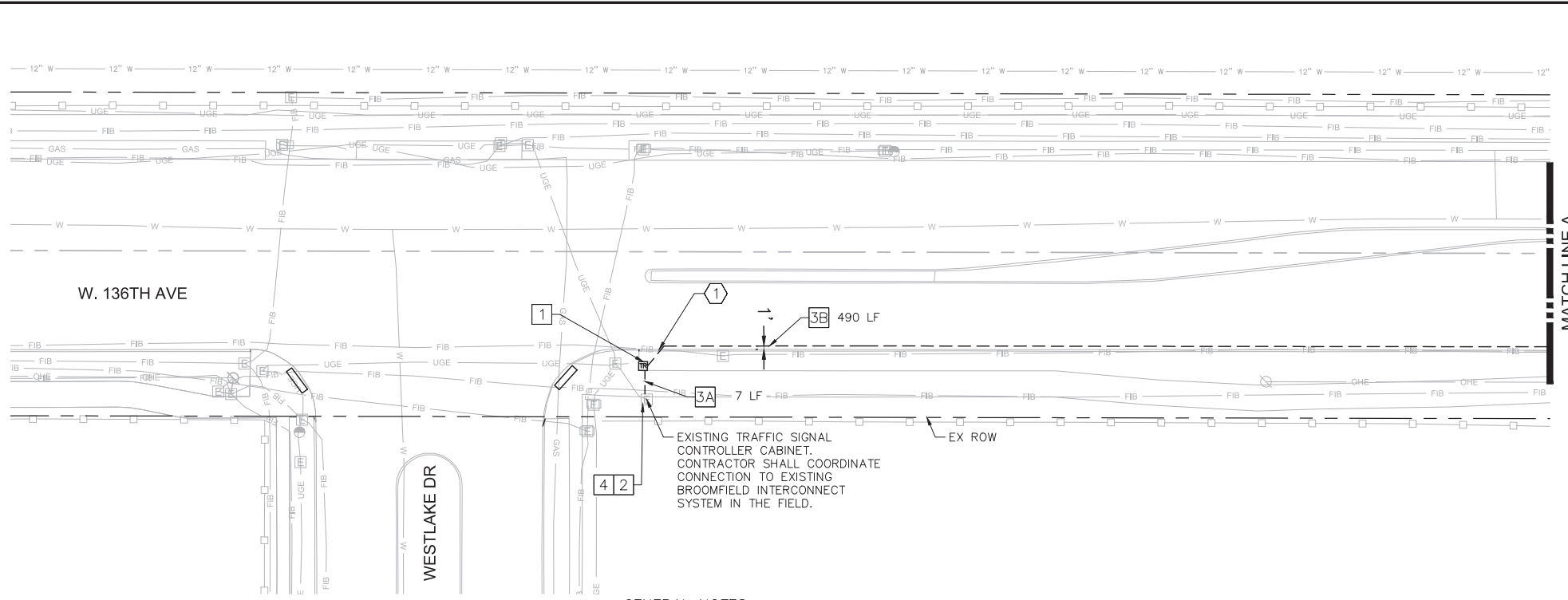
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FINAL DESIGN		TRAFFIC SIGNAL PLAN		Project No./Code
No Revisions:		Designer: TJL	Sheet Subset: TRAFFIC SIGNAL	096518008
Revised:		Detailer: IKW		
Void:		Checked By: JK	Subset Sheet: 1 of 1	
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K:\DELA\_PublicSector\096518008\_Broomfield\136thAve\_Legacy\_Ext\CAD\PlanSheets\096518008\_FIBER\_CONNECTION.dwg, Loeffler, Tyler 10/30/2024 8:15 AM  
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MATCH LINE A  
SEE SHEET 11

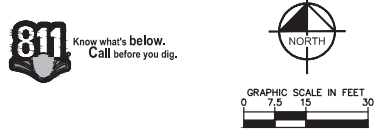
**INTERCONNECT NOTES**

- 1 FURNISH AND INSTALL 36"x48"x30" TIER 22 POLYMER CONCRETE INTERCONNECT PULL BOX PER SECTION 9.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS. CONTRACTOR SHALL LEAVE 50' MIN OF SLACK IN THE PULL BOX.
- 2 FURNISH AND INSTALL FIBER OPTIC MODEM PER BROOMFIELD STANDARD 746.09 IN TRAFFIC SIGNAL CONTROLLER CABINET. THIS WILL INCLUDE ALL PATCH CORDS AND CONNECTORS REQUIRED TO MAKE INTERCONNECT OPERATIONAL.
- 3A FURNISH AND INSTALL 4" SCHEDULE 80 GLUED SLIP JOIN GRAY PVC PIPE (TRENCHED) WITH PULL STRING AND TRACER WIRE (PER BROOMFIELD STANDARD 729.05) AND FIBER OPTIC CABLE PER BROOMFIELD STANDARD 746.09

**GENERAL NOTES:**

- 3B FURNISH AND INSTALL 2"x2" HDPE SDR 11 (PER SECTION 8.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS) (TRENCHED) WITH PULL STRING AND TRACER WIRE (PER BROOMFIELD STANDARD 729.05) AND FIBER OPTIC CABLE PER BROOMFIELD STANDARD 746.09
- 4 CONTRACTOR SHALL REMOVE AND REPLACE EXISTING TRAFFIC SIGNAL CONTROLLER IN THE EXISTING CONTROLLER CABINET WITH A TYPE 2070 SIEMENS CONTROLLER UNIT PER BROOMFIELD STANDARD 746.00.
- 1 CONTRACTOR SHALL REMOVE AND REPLACE ONE (5' LONG) SECTION OF VERTICAL CATCH CURB (PER CCOB STANDARD DETAIL 800-1) AS PART OF BORING FIBER UNDER THE EXISTING GUTTER.
- 1. SEE SHEET 9 FOR TRAFFIC SIGNAL PLAN
- 2. CONDUIT SHALL INCLUDE ALL FIBER OPTIC CABLE TO MAKE INTERCONNECT OPERATIONAL. SEE SECTION 1.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS FOR ADDITIONAL DETAILS.
- 3. CONDUIT SHALL INCLUDE ALL TRACER WIRE, SPLICE ENCLOSURES AND MULE TAPE. SEE SECTION 4.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS FOR ADDITIONAL DETAILS.
- 4. CONTRACTOR SHALL ADJUST CONDUIT LOCATION IN FIELD TO AVOID EXISTING UTILITIES, IRRIGATION, TREES, ETC.
- 5. OTRD TEST MUST BE COMPLETED BY CCOB PREFERRED VENDOR BACKBONE FIBER, PER 7.02 OF THE BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS PRIOR TO ACCEPTANCE.
- 6. ALL CONDUIT MUST BE INSTALLED AT A MINIMUM DEPTH OF 36" DEPTH FROM GROUND LEVEL.
- 7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO CCOB FIBER TEAM PRIOR TO PURCHASING OF ANY ITEMS.

**CONSTRUCTION NOTES**



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*[Signature]*  
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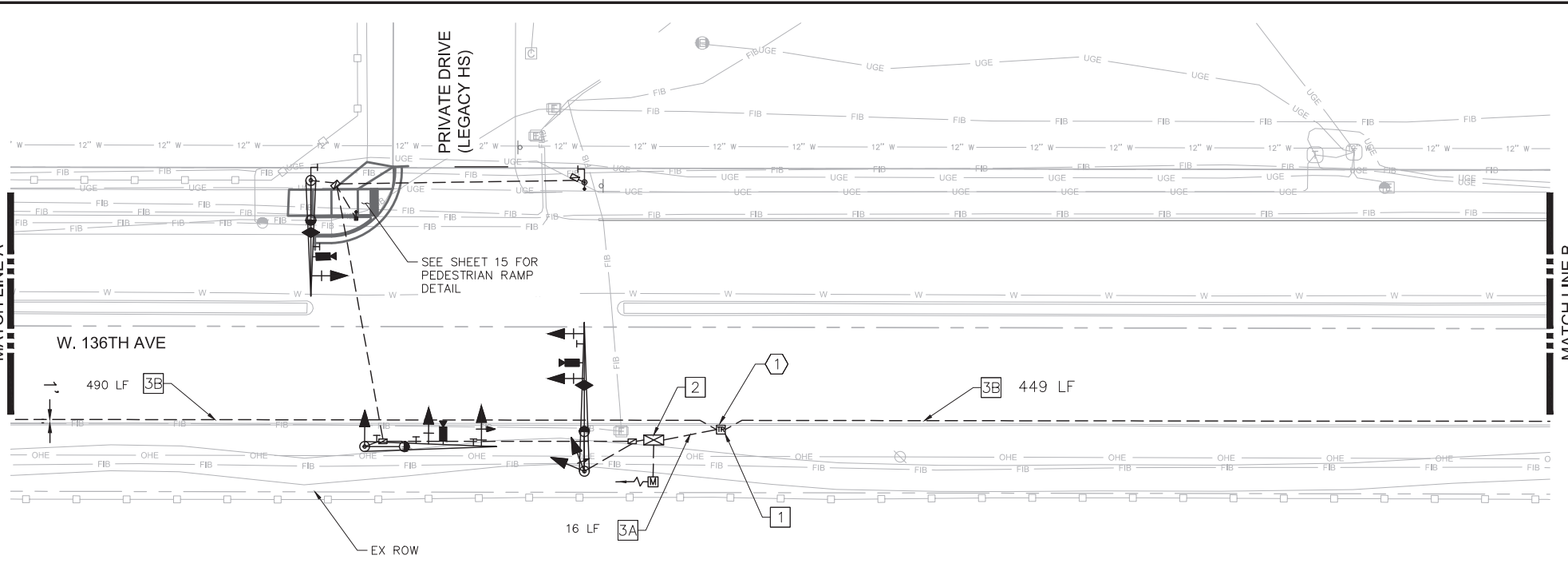
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FINAL DESIGN No Revisions: Revised: Void:	FIBER CONNECTION PLAN		Project No./Code <b>096518008</b>  10
	Designer: TJL	Sheet Subset: FIBER CONNECTION	
	Detailer: IKW		
	Checked By: JK	Subset Sheet: 1 of 3	

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**INTERCONNECT NOTES**

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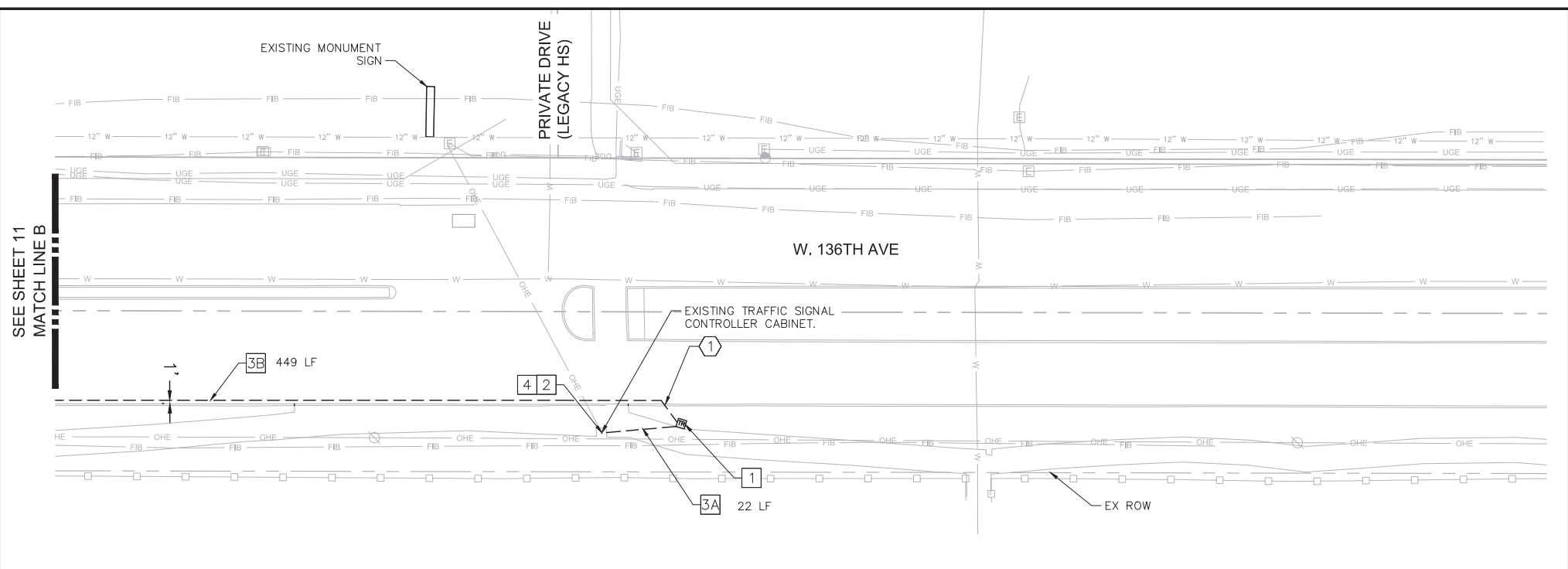
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	Revised:	Designer: TJL      Sheet Subset: FIBER CONNECTION Detailer: IKW	
	Void:	Checked By: JK      Subset Sheet: 2 of 3	

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**INTERCONNECT NOTES**

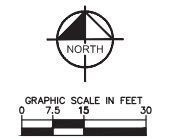
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**GENERAL NOTES:**

- 1. SEE SHEET 9 FOR TRAFFIC SIGNAL PLAN
- 2. CONDUIT SHALL INCLUDE ALL FIBER OPTIC CABLE TO MAKE INTERCONNECT OPERATIONAL. SEE SECTION 1.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS FOR ADDITIONAL DETAILS.
- 3. CONDUIT SHALL INCLUDE ALL TRACER WIRE, SPLICE ENCLOSURES AND MULE TAPE. SEE SECTION 4.02 OF BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS FOR ADDITIONAL DETAILS.
- 4. CONTRACTOR SHALL ADJUST CONDUIT LOCATION IN FIELD TO AVOID EXISTING UTILITIES, IRRIGATION, TREES, ETC.
- 5. OTRD TEST MUST BE COMPLETED BY CCOB PREFERRED VENDOR BACKBONE FIBER, PER 7.02 OF THE BROOMFIELD TECHNICAL AND FUNCTIONAL REQUIREMENTS PRIOR TO ACCEPTANCE.
- 6. ALL CONDUIT MUST BE INSTALLED AT A MINIMUM DEPTH OF 36" DEPTH FROM GROUND LEVEL.
- 7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO CCOB FIBER TEAM PRIOR TO PURCHASING OF ANY ITEMS.



ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER BROOMFIELD REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

CITY ENGINEER (OR DESIGNEE) DATE

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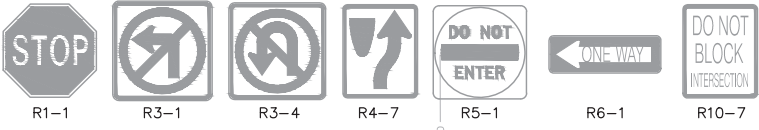


**CITY AND COUNTY OF BROOMFIELD**  
 ONE DESCOMBES DRIVE  
 BROOMFIELD, CO 80020  
 Phone: 303-469-3301

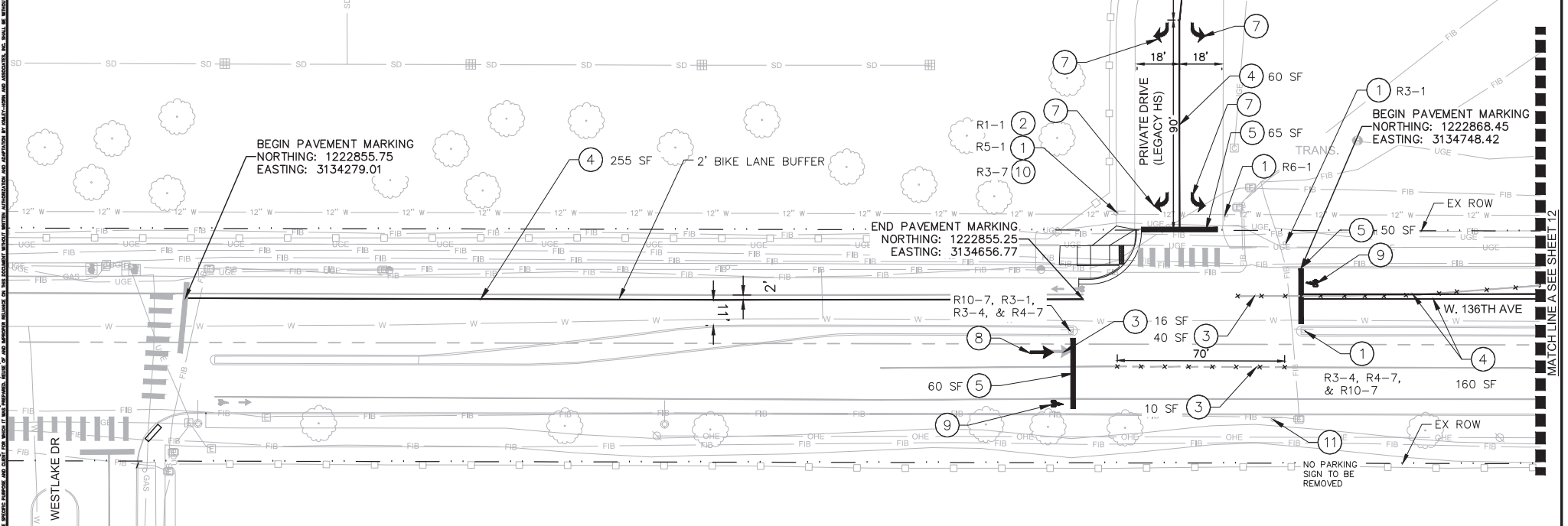
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	Detailer: IKW			
	Checked By: JK	Subset Sheet: 3 of 3		

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 THE CITY AND COUNTY OF BROOMFIELD, AS THE CONTRACTOR, HEREBY WARRANTS, REPRESENTS, AND AGREES THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE CITY AND COUNTY OF BROOMFIELD, AS THE CONTRACTOR, HEREBY WARRANTS, REPRESENTS, AND AGREES THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE CITY AND COUNTY OF BROOMFIELD, AS THE CONTRACTOR, HEREBY WARRANTS, REPRESENTS, AND AGREES THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

**EXISTING SIGN LEGEND**



**PROPOSED SIGN LEGEND**



**CONSTRUCTION NOTES**

- ① EXISTING SIGN PANEL AND POST TO REMAIN
- ② REMOVE EXISTING SIGN PANEL
- ③ REMOVE EXISTING PAVEMENT MARKING (SF)
- ④ 8" SOLID WHITE PAVEMENT MARKING (WATER BORNE, LF)
- ⑤ 24" SOLID WHITE STOP BAR PAVEMENT MARKING (THERMOPLASTIC, SF)
- ⑥ 24"x96" SOLID WHITE CROSS WALK MARKING (THERMOPLASTIC, SF)
- ⑦ SOLID WHITE TURN ARROW PAVEMENT MARKING PER CDOT S-627-1 (THERMOPLASTIC, 16 SF EA)

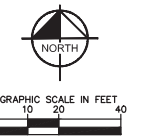
- ⑧ SOLID WHITE THROUGH ARROW PAVEMENT MARKING PER CDOT S-627-1 (THERMOPLASTIC, 12 SF EA)
- ⑨ SOLID WHITE BIKE LANE PAVEMENT MARKING PER CDOT S-627-1 (THERMOPLASTIC, 14 SF EA)
- ⑩ INSTALL SIGN PANEL ON EXISTING POST
- ⑪ REMOVE EXISTING SIGN PANEL AND POST
- ⑫ 24" SOLID GREEN BIKE CONFLICT PAVEMENT MARKING (THERMOPLASTIC, SF)
- ⑬ SOLID WHITE BIKE LANE PAVEMENT MARKING WITH GREEN BACKGROUND (THERMOPLASTIC, 20 SF EA)

**SIGNING NOTES:**

- 1. ALL ROADWAY SIGNAGE SHALL CONFORM TO THE MUTCD AND/OR BROOMFIELD STANDARDS.
- 2. ALL SIGNPOSTS SHALL UTILIZE BREAKAWAY ASSEMBLIES AND FASTENERS.

**STRIPING NOTES:**

- 1. ALL PAINT SHALL BE 15 MIL THICK UPON INSTALLATION AND 8 MIL THICK WHEN DRY.
- 2. THERMOPLASTIC APPLICATIONS SHALL BE AS SPECIFIED IN THE PLANS AND/OR PER BROOMFIELD CRITERIA.
- 3. ALL SURFACES THAT ACCEPT PAINT/THERMOPLASTIC STRIPING OR PREFORMED MARKINGS SHALL BE FIRST SANDBLASTED AND THOROUGHLY CLEANED PRIOR TO INSTALLATION OF STRIPING OR MARKINGS.
- 4. ANY EXISTING STRIPING IN CONFLICT WITH PROPOSED SHALL BE REMOVED VIA SANDBLASTING.



ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER BROOMFIELD REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

*[Signature]*      11/1/24  
 CITY ENGINEER (OR DESIGNEE)      DATE

Print Date: 10/30/2024	
Drawing File Name:	Vert. Scale: N/A
Horiz. Scale: 1"=40'	
<b>Kimley-Horn</b> <small>KIMLEY-HORN AND ASSOCIATES, INC.        300 WYNDLEIGH CRESCENT        SUITE 100        BROOMFIELD, COLORADO 80021        (720) 464-2814</small>	

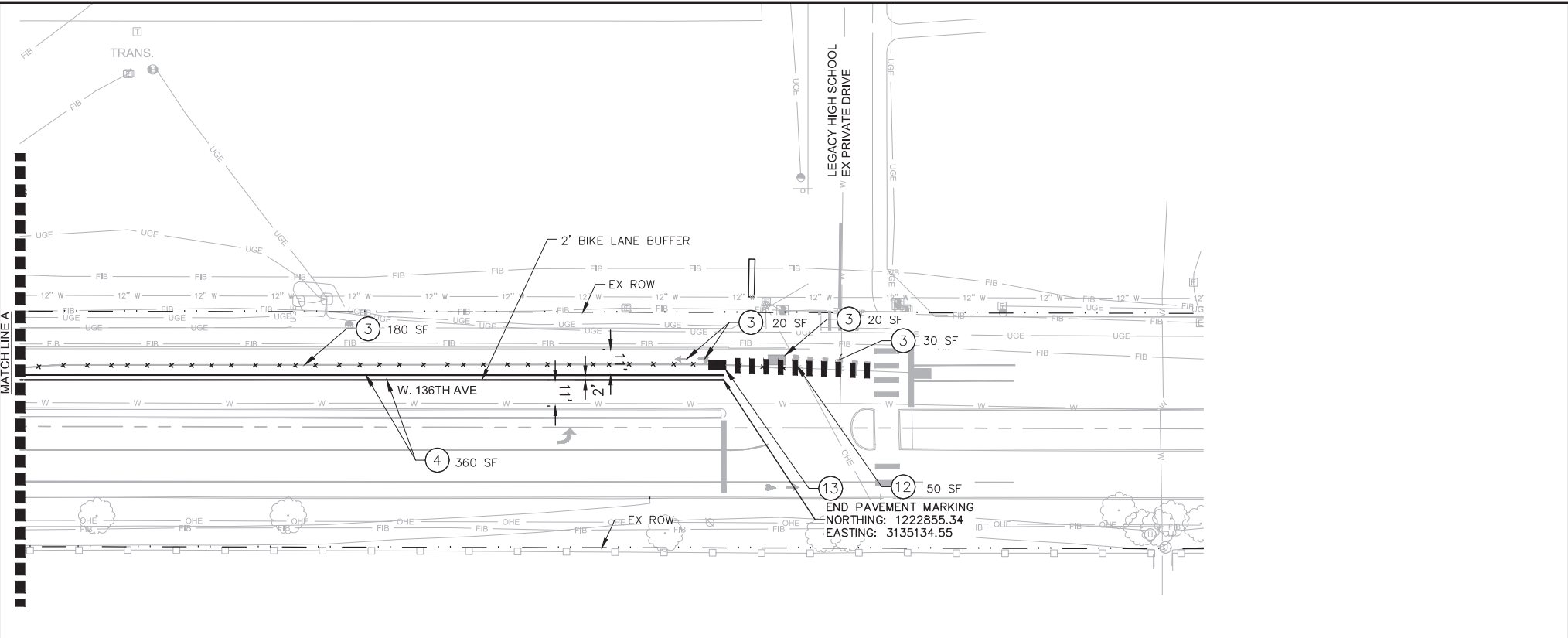
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 Phone: 303-469-3301

FINAL DESIGN		STRIPING & SIGNAGE PLAN		Project No./Code	
No Revisions:	Designer: TJL	Sheet Subset: S&S	096518008		
Revised:	Detailer: IKW	Subset Sheet: 1 of 2	13		
Void:	Checked By: JK				

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 THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND AGENCIES SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.



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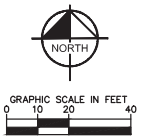
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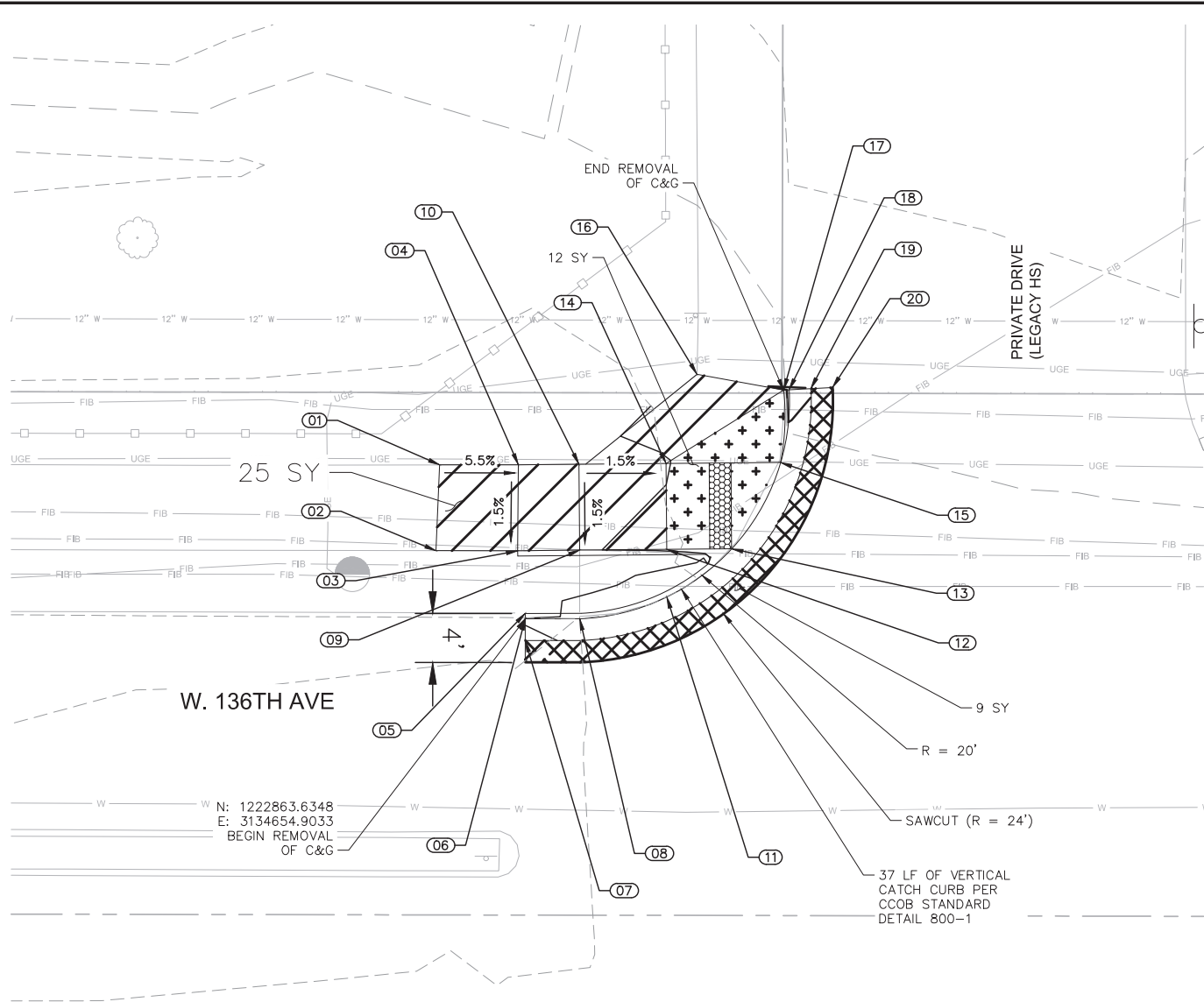
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 Phone: 303-469-3301

FINAL DESIGN		STRIPING & SIGNAGE PLAN		Project No./Code <b>096518008</b>
No Revisions:		Designer: TJL	Sheet Subset: S&S	
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 THE COMPANY AND DESIGNER HEREBY WARRANT THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF.  
 THE COMPANY AND DESIGNER SHALL BE RESPONSIBLE TO THE CITY AND COUNTY OF BROOMFIELD FOR ANY ERRORS OR OMISSIONS.  
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**LEGEND:**

-  ASPHALT PATCHING (FULL DEPTH) (SY)
-  CONCRETE CURB RAMP (SY)
-  6" CONCRETE SIDEWALK (SY)

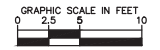
**GENERAL NOTES:**

1. ALL CURB & GUTTER, SIDEWALK AND ASPHALT IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED.
2. CONTRACTOR SHALL UTILIZE A SINGLE TOP LIFT FOR SMOOTH FINISH OF ASPHALT.
3. ASPHALT PATCHING SHALL CONSIST OF FULL DEPTH ASPHALT AND AGGREGATE BASE COURSE. CONTRACTOR SHALL MATCH EXISTING PAVEMENT SECTION.
4. SEE FIBER CONNECTION PLANS (SHEETS 10-12) FOR ADDITIONAL LOCATIONS OF NEW CURB & GUTTER
5. CONTRACTOR SHALL DAYLIGHT AT A 3:1 SLOPE MAX
6. SEE SHEET 16 FOR STAKING TABLES
7. CONTRACTORS SHALL PROTECT AREAS WHERE EXCAVATION WILL OCCUR OVER EXISTING FIBER LINES (INCLUDE ADAMS 12 FIBER)

W. 136TH AVE

N: 1222863.6348  
E: 3134654.9033  
BEGIN REMOVAL OF C&G

PRIVATE DRIVE (LEGACY HS)



ALL WORK SHALL BE CONSTRUCTED TO CITY AND COUNTY OF BROOMFIELD STANDARDS AND SPECIFICATIONS. THIS DRAWING HAS BEEN REVIEWED AND FOUND TO BE IN GENERAL COMPLIANCE WITH THESE STANDARDS AND SPECIFICATIONS AND OTHER BROOMFIELD REQUIREMENTS. THE ENGINEERING DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

*[Signature]*

11/1/24

CITY ENGINEER (OR DESIGNEE)

DATE

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BROOMFIELD, CO 80020  
Phone: 303-469-3301

FINAL DESIGN	PEDESTRIAN RAMPS		Project No./Code <b>096518008</b>
	No Revisions:		
	Revised:	Designer: TJL Detailer: IKW	Sheet Subset: PEDESTRIAN RAMPS
	Void:	Checked By: JK	Subset Sheet: 1 of 2



KIMLEY-HORN AND ASSOCIATES, INC.  
300 WYOMING STREET, SUITE 100  
BROOMFIELD, COLORADO 80021  
(720) 464-2514

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 10/30/2024 8:15 AM  
 THIS DOCUMENT, INCLUDING ANY INFORMATION AND SPECIFICATIONS, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND SHALL BE KEPT IN CONFIDENTIALITY TO THE EXTENT PERMITTED BY LAW. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.

NW CURB RETURN POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
01	1222877.7862	3134647.0422	5276.84'	SWK, ME
02	1222869.9015	3134646.7055	5276.62'	SWK, ME
03	1222869.8860	3134654.2090	5276.20'	SWK
04	1222877.7990	3134654.2710	5276.36'	SWK
05	1222864.1343	3134654.9080	5276.45'	TBC, ME
06	1222863.6348	3134654.9033	5272.39'	FL, ME
07	1222861.6348	3134654.9080	5276.12'	EP, ME
08	1222863.6479	3134659.9080	5275.75'	FL
09	1222869.9550	3134659.9080	5276.05'	SWK
10	1222877.8457	3134659.8419	5275.89'	SWK
11	1222865.6478	3134667.9077	5275.60'	FL
12	1222870.0220	3134667.9077	5275.93'	SWK
13	1222870.0719	3134673.8607	5275.43'	SWK
14	1222877.9127	3134667.8416	5275.77'	SWK
15	1222878.0008	3134678.3516	5275.25'	SWK, FL
16	1222886.1130	3134670.6810	5275.69'	SWK, ME
17	1222884.6595	3134678.6343	5275.30'	SWK, ME
18	1222884.6858	3134679.1336	5274.80'	TBC, ME
19	1222884.7910	3134681.1309	5274.97'	FL, ME
20	1222884.8962	3134683.1281	5272.39'	EP, ME



**GENERAL NOTES:**  
 1. SEE SHEET 15 FOR STAKING LOCATIONS

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*[Signature]* \_\_\_\_\_ 11/1/24  
 CITY ENGINEER (OR DESIGNEE) DATE

Print Date: 10/30/2024  
 Drawing File Name:  
 Horiz. Scale: N/A Vert. Scale: N/A

**Kimley-Horn**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 300 WYSLICHEN CREEK  
 SUITE 100  
 BROOMFIELD, COLORADO 80021  
 (720) 464-2514

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 BROOMFIELD, CO 80020  
 Phone: 303-469-3301

FINAL DESIGN		STAKING TABLES		Project No./Code
No Revisions:		Designer: TJL	Sheet Subset: PEDESTRIAN RAMPS	096518008
Revised:		Detailer: IKW		
Void:		Checked By: JK	Subset Sheet: 2 of 2	16



EXHIBIT B  
BID FORM FOR PROJECT

See attached.

**BID FORM**

Project Name - Legacy High School Parking Access Signal

Round ALL unit prices to the nearest penny

of proposals, and the quantities of work performed and materials to be furnished may be increased, decreased, or omitted. Payment will

**BASE BID**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
201-00000	Clearing and Grubbing	L S	1	\$ 2,931.00	\$ 2,931.00
202-00010	Removal of Tree	EACH	1	\$ 1,947.00	\$ 1,947.00
202-00200	Removal of Sidewalk	SY	37	\$ 55.00	\$ 2,035.00
202-00203	Removal of Curb and Gutter	LF	52	\$ 28.00	\$ 1,456.00
202-00220	Removal of Asphalt Mat	SY	9	\$ 55.00	\$ 495.00
202-00250	Removal of Pavement Marking	SF	286	\$ 7.00	\$ 2,002.00
202-00810	Removal of Ground Sign	EACH	1	\$ 300.00	\$ 300.00
202-00821	Removal of Sign Panel	EACH	1	\$ 163.00	\$ 163.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	SY	9	\$ 248.00	\$ 2,232.00
503-00018	Drilled Shaft (18 Inch)	LF	5	\$ 764.00	\$ 3,820.00
503-00036	Drilled Shaft (36 Inch)	LF	57	\$ 827.00	\$ 47,139.00
608-00006	Concrete Sidewalk (6 Inch)	SY	25	\$ 108.00	\$ 2,700.00
608-00010	Concrete Curb Ramp	SY	12	\$ 176.00	\$ 2,112.00
609-21020	Vertical Catch Curb and Gutter	LF	52	\$ 72.00	\$ 3,744.00
613-00000	Wiring	L S	1	\$ 45,026.00	\$ 45,026.00
613-00029	2"X2"HDPE SDR 11 Conduit	LF	940	\$ 37.00	\$ 34,780.00
613-00200	2 Inch Electrical Conduit	LF	115	\$ 21.00	\$ 2,415.00
613-00206	2 Inch Electrical Conduit (Bored)	LF	150	\$ 36.00	\$ 5,400.00
613-00300	3 Inch Electrical Conduit	LF	212	\$ 25.00	\$ 5,300.00
613-00306	3 Inch Electrical Conduit (Bored)	LF	300	\$ 33.00	\$ 9,900.00
613-00400	4 Inch Electrical Conduit	LF	45	\$ 38.00	\$ 1,710.00
613-07001	17"x30"x12" Pull Box	EACH	4	\$ 1,394.00	\$ 5,576.00
613-07002	36"x48"x30" Pull Box	EACH	3	\$ 2,642.00	\$ 7,926.00
613-13000	Luminaire (LED)	EACH	3	\$ 1,723.00	\$ 5,169.00
614-00011	Sign Panel (Class I)	SF	33	\$ 36.00	\$ 1,188.00
614-00014	Standard Street Name Sign	EACH	1	\$ 564.00	\$ 564.00
614-10160	Signal Head Backplates	EACH	5	\$ 348.00	\$ 1,740.00
614-70117	Pedestrian Signal Face (16)	EACH	2	\$ 852.00	\$ 1,704.00
614-70336	Traffic Signal Face (12-12-12)	EACH	9	\$ 1,094.00	\$ 9,846.00
614-72855	Traffic Signal Controller Cabinet	EACH	1	\$ 39,590.00	\$ 39,590.00
614-72858	Pedestal Pole	EACH	1	\$ 4,205.00	\$ 4,205.00
614-72863	Pedestrian Push Button Post Assembly	EACH	1	\$ 1,615.00	\$ 1,615.00
614-72864	Fire Preemption Unit	EACH	2	\$ 5,121.00	\$ 10,242.00
614-72895	Vehicle Detection System (Camera)	EACH	3	\$ 14,513.00	\$ 43,539.00
614-81135	Traffic Signal-Light Pole Steel (1-35' Mast Arm)	EACH	2	\$ 24,720.00	\$ 49,440.00
614-81140	Traffic Signal-Light Pole Steel (1-40' Mast Arm)	EACH	1	\$ 27,449.00	\$ 27,449.00
614-86248	Traffic Signal Controller (Type 2070)	EACH	3	\$ 7,313.00	\$ 21,939.00
614-87708	Fiber Optic Modem	EACH	3	\$ 2,410.00	\$ 7,230.00
626-00000	Mobilization	LS	1	\$ 26,820.00	\$ 26,820.00
627-00002	Thermoplastic Pavement Marking	SF	350	\$ 16.00	\$ 5,600.00
627-00011	Pavement Marking Paint (Waterborne)	GAL	10	\$ 105.00	\$ 1,050.00
630-00003	Construction Traffic Control	LS	1	\$ 36,928.00	\$ 36,928.00
700-70010	Minor Contract Revisions	FA	1	\$ 35,000.00	\$ 35,000.00
700-93301	Erosion Control	FA	1	\$ 15,000.00	\$ 15,000.00
<b>BASE BID COST</b>					<b>\$ 536,967.00</b>

**ADD ALTERNATE 1 - NONE**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
					\$ -
<b>ADD ALTERNATE 1 COST</b>					<b>\$ -</b>

**BASE BID**

<b>TOTAL COST</b>					<b>\$ 536,967.00</b>
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EXHIBIT C  
GENERAL CONDITIONS

See attached.

# GENERAL CONDITIONS

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# 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.



EXHIBIT D  
PROJECT SPECIFICATIONS FOR 23S0005

See attached.

## PROJECT SPECIFICATIONS - 23S0005

The following additional project information and project specifications are presented in addition to the Project Plans, [General Conditions](#), [City & County of Broomfield Standards & Specifications](#), and other bid documents.

1. Traffic control shall be limited to avoid school pickup and drop off times for Legacy High School as indicated by the school flasher times.
2. W 136th Ave shall remain open at all times. Any closure of the parking lot exit will result in at least two weeks of advance notice to the school and must be opened during pickup and drop off times.
3. Most disruptive work is anticipated to be completed during summer between school years. Contract time may be suspended to adjust for that work.
4. Contractor shall complete all requirements of the SWMP including providing a qualified stormwater manager, obtaining appropriate MS4 permits, and maintaining inspection reports.
  - a. Contractor shall apply for and obtain the stormwater permit.
  - b. Contact names of owner/operator of permit and a qualified stormwater person shall be added to the stormwater management plan and supplied by the contractor.
  - c. Leigha Gad is the spill response contact for Broomfield.
  - d. Contractor shall submit a proposed schedule of construction activity to be approved by Broomfield stormwater management.
5. Staging of equipment and materials shall not take place on CCOB parks property. Legacy High School property to the northeast of the intersection may be used as scheduled with school personnel.
  - a. The contractor shall be responsible for protecting their staging site.
6. The following permits are required for the project. CCOB staff will assist the contractor in obtaining these permits. There will be no fees incurred by the contractor for these permits. Linked documents provide more information. All permit requirements must be met by the contractor.
  - a. CCOB Public/Private Improvement Permit. CCOB staff will assist with the contractor's application for this permit, which will cover work occurring within the City and County of Broomfield. [Application Form](#).
  - b. Legacy High School. Contractor to confirm any permit requirements through the school or district and to obtain a permit. The cost for this permit will be covered by the contractor.
7. All areas within the construction limits, access routes, and staging areas must be restored to their pre-construction condition, or better.
8. Prior to any excavation near fiber lines, the contractor shall meet on site with Adams 12 IT staff. The IT Contact, Hallie Rogers, may be reached at [hallie.rogers@adams12.org](mailto:hallie.rogers@adams12.org) or 804.922.1398.

9. Prior to construction start, meet on site with Broomfield IT. The CCOB IT Contact, Taylor McLachlan, may be reached at 720-957-4070, [Tmclachlan@broomfield.org](mailto:Tmclachlan@broomfield.org).
  - a. The Contractor must complete the fiber optic checklist and comply with fiber standards located [here](#).

EXHIBIT E  
THE CITY AND COUNTY OF BROOMFIELD SPECIFICATIONS FOR FIBER OPTIC OUTSIDE PLANT  
INSTALLATION PROJECTS

See attached.



*City and County of Broomfield, Colorado*  
*Department of Information Technology*

*Standard Operating Procedure*  
*S.O.P*

***SPECIFICATIONS FOR FIBER OPTIC OUTSIDE PLANT  
INSTALLATION PROJECTS***

*Last updated July 2023*

## **FIBER OPTIC SPECIFICATIONS**

### ***1.0 Fiber Optic Cable***

#### **1.01 Description of Work**

Work under this section shall include the installation of fiber optic cable as indicated on the project specification.

#### **1.02 Technical and Functional Requirements**

##### **288-Strand, 144-Strand, 96-Strand, 72-Strand, 48-Strand, 24-Strand and 12-strand Fiber Optic Cabling**

The following requirements apply to all cable as shown on the project specification.

##### **General**

The Contractor shall furnish and install fiber optic cables with the fiber quantities and numbers shown on the project specification. The Contractor at his option and sole cost may propose to furnish and install fiber optic cables with higher numbers of fiber strand counts than shown on the contract plans which shall be subject to the approval by the Project Manager/Project Engineer/Manager.

All fiber optic cables shall be new and from the same manufacturer who is regularly engaged in the production of this material. Where an outside fiber cable that is not Plenum or Low Smoke Zero Halogen enters a building, the fiber shall be permitted to be installed within the building where the length of the cable within the building measured from its point of entrance does not exceed 50 feet, not including coiling. Fiber cables installed within buildings in ducts or other spaces used for environmental air shall be plenum-rated, low smoke zero halogen cables. The required fiber grade shall reflect the maximum individual fiber attenuation, to guarantee the required performance of each and every fiber in the cable.

##### **Fiber Optic Cable Types**

12ct Single Mode Dielectric Loose Tube  
12ct Single Mode Dielectric Loose Plenum Rated  
24ct Single Mode Dielectric Loose Tube  
48ct Single Mode Dielectric Loose Tube  
72ct Single Mode Dielectric Loose Tube  
96ct Single Mode Dielectric non-armored Loose Tube  
144Ct Single Mode Dielectric non-armored 12ct Ribbonized  
288ct Single Mode Dielectric non-armored 12ct Ribbonized  
576ct Single mode Dielectric non-armored 12ct Ribbonized

##### **References**

The following references are incorporated into these technical specifications for the fiber optic cable and all associated assemblies.

- International Telecommunications Union (ITU)
  - G.652, *Characteristics of Single-mode Optical Fibre and Cable*
  - G.657, *Characteristics of a Bending-loss Insensitive Single-mode Optical Fibre and Cable for the Access Network*
- Insulated Cable Project Engineer/Managers Association, Inc. (ICEA)
  - ANSI/ICEA S-83-596, *Standard for Optical Fiber Indoor Plant Communications Cable*
  - ANSI/ICEA S-87-640, *Standard for Optical Fiber Outside Plant Communications Cable*
  - ANSI/ICEA S-104-696, *Standard for Indoor-Outdoor Optical Fiber Cable*
- Electronic Industries Association (EIA)
  - EIA-455-27A, *Method of Measuring (Uncoated) Diameter of Optical Waveguide Fibers*
  - EIA-455-28B, *Method for Measuring Tensile Failure Point of Optical Waveguide Fibers*
  - EIA-455-34, *Interconnection Device Insertion Loss Test*
  - EIA/TIA-455-82A, *Water Penetration Test*
  - EIA-455-95, *Absolute Optical Power Test for Optical Fibers and Cables*
  - EIA-455-103, *Buffered Fiber Bend Test*
  - EIA-359-A-1, *Special Colors*
- Fiber Optic Association (FOA)
  - FOA-1, *Testing Loss of Installed Fiber Optic Cable Plant*
  - FOA-2, *Testing Loss of Fiber Optic Cables, Single Ended*
  - FOA-3, *Measuring Optical Power*
  - FOA-4, *OTDR Testing of Fiber Optic Cable Plant*
- Telecommunication Industry Association (TIA) 568, *Telecommunications Standards*

### Fiber Cable Characteristics

Each optical fiber shall be glass and consist of a doped silica core surrounded by concentric silica cladding; and meet ITU-T G.652, "Characteristics of a Single-Mode Optical Fibre and Cable," and ITU-T G657, "Characteristics of a Bending-Loss Insensitive Single-Mode Optical Fibre and Cable for the Access Network."

All fibers in each buffer tube shall be factory tested and usable fibers, and shall be sufficiently free of surface imperfections and inclusions to meet the optical, mechanical, and environmental requirements of these special provisions.

Fiber coating shall be layered, UV cured, acrylate. The coating shall be mechanically or chemically strippable without damaging the fiber.

Fiber optic cable shall comply with the optical and mechanical requirements over an operating temperature range of -40°C to +70°C.

Fiber optic strands within the finished cable shall meet the requirements listed in Table 1 (page 5).

### Color Coding

In buffer tubes containing multiple fibers, each fiber shall be distinguishable from others in the same tube by means of color coding. The colors shall be targeted in accordance with the Munsell color shades and shall meet EIA/TIA-598 "Color Coding of Fiber Optic Cables."

The color formulation shall be compatible with the fiber coating and the buffer tube filling compound and be heat stable. It shall not fade or smear or be susceptible to migration and it shall not affect the transmission characteristics of the optical fibers and shall not cause fibers to stick together.

### Buffer Tubes

The loose buffer tubes shall provide clearance between the fibers and the inside of the tube to allow for thermal expansion without restraining the fiber. The fibers shall be loose or suspended within the tubes. The fibers shall not adhere to the inside of the buffer tube. Each buffer tube shall contain twelve (12) fibers.

The loose buffer tubes shall be extruded from material having a coefficient of friction sufficiently low to allow the fiber free movement. Buffer tubes shall be made of tough abrasion resistant material to provide mechanical and environmental protection of the fibers yet designed to permit safe intentional "scoring" and breakout entry without jeopardizing the internal fibers.

Buffer tube shall contain a water-swell able yarn or hydrocarbon-based gel (with anti-oxidant additives) to prevent water intrusion and migration. The filling compound shall be non-toxic and dermatologically safe to exposed skin. It shall be chemically and mechanically compatible with all cable components, non-nutritive to fungus, non-hygroscopic and electrically non-conductive. The filling compound shall be free from dirt and foreign matter and shall be readily removable with conventional non-toxic solvents.

Buffer tubes shall be stranded around a central member by a method, such as the reverse oscillation stranding process that will prevent stress on fibers when the cable jacket is placed under strain.

<b>TABLE 1: FIBER OPTIC REQUIREMENTS</b>	
<b>PROPERTY</b>	<b>REQUIREMENT</b>
<b><i>GEOMETRY</i></b>	
Core Diameter	8.3 $\mu\text{m}$ (nominal)
Cladding Diameter	125 $\mu\text{m} \pm 1.0 \mu\text{m}$
Core to Cladding Concentricity	$\leq 0.8 \mu\text{m}$
Mode Field Diameter (Peterman II)	9.3 $\pm 0.5 \mu\text{m}$ at 1310 nm 10.5 $\pm 1.0 \mu\text{m}$ at 1550 nm
Coating Diameter	250 $\mu\text{m} \pm 15 \mu\text{m}$



Cladding Non-Circularity Defined as: $[1 - (\text{min. cladding Diam.} / \text{max. cladding diam.})] \times 100$	$\leq 1.0\%$
<b>OPTICAL</b>	
<b>Type</b>	<b>Step Index</b>
Attenuation @ 1,310 nm @ 1,550 nm	$\leq 0.40$ dB/km $\leq 0.30$ dB/km
Attenuation at the Water Peak	$\leq 2.1$ dB/km @ 1383 + 3 nm
Chromatic Dispersion: Zero Dispersion Wavelength Zero Dispersion Slope	1301 to 1321.5 nm $\leq 0.092$ ps/(nm <sup>2</sup> *km)
Maximum Dispersion	3.3 ps/(nm*km) for 1285 - 1330 nm < 18 ps/nm*km) for 1550 nm
Cut-Off Wavelength	< 1,260 nm

### Central Member

The central member which functions as an anti-buckling element shall be a glass reinforced plastic rod with similar expansion and contraction characteristics as the optical fibers. A linear overcoat of Low Density Polyethylene shall be applied to the central member of the main trunk fiber cable to achieve the optimum diameter to provide the proper spacing between buffer tubes during stranding.

### Filler Rods

Fillers may be included in the cable to lend symmetry to the cable cross-section where needed. Filler rods shall be solid medium or high density polyethylene. The diameter of filler rods shall be the same as the outer diameter of the buffer tubes.

### Stranding

Completed buffer tubes shall be stranded around the over coated central member using stranding methods, lay lengths and positioning such that the cable shall meet mechanical, environmental and performance specifications.

A polyester binding shall be applied over the stranded buffer tubes to hold them in place. Binders shall be applied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tubes.

The binders shall be non-hygroscopic, non-wicking, and dielectric with low shrinkage.

#### Core and Cable Flooding

The cable core interstices shall be filled with water blocking tape or other method that is dry to the touch, to prevent water ingress and migration.

#### Tensile Strength Member

Tensile strength shall be provided by high tensile strength aramid yarns and fiberglass which shall be helically stranded evenly around the cable core.

#### Outer Jacket

The outer jacket or sheath shall be marked with the manufacturer's name, the words "Fiber Optic Cable", date of manufacture, type of cable (i.e., single mode, OFNR, etc.) and sequential length markers. The markings shall be repeated approximately every three (3) feet.

The actual length of the cable shall be within  $0 \pm 1$  percent of the length marking.

The marking shall be in a contrasting color to the cable jacket. The height of the marking shall be approximately 1/8".

The cable shall contain at least one ripcord under the inner sheath for easy sheath removal.

#### Outdoor Fiber Cable Jacket

The outer jacket material shall be a medium density polyethylene (MDPE) or high density polyethylene (HDPE) applied directly over the tensile strength members and water blocking material and shall not adhere to the armored strength material. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.

#### Indoor Fiber Cable Jacket

The outer jacket material for cables used in inter building and intrabuilding applications shall be plenum or low smoke zero-halogen. The jacket shall be chemical and UV resistant.

#### Cable Performance

Outdoor fiber optic cable shall comply with ANSI/ICEA S-87-640, *Standard for Optical Fiber outside Plant Communications Cable*. Indoor optic fiber cable shall comply with ANSI/ICEA S-104-696, *Standard for Indoor-Outdoor Optical Fiber Cable*, or ANSI/ICEA S-83-596, *Standard for Optical Fiber Indoor Plant Communications Cable*.

The Contractor shall submit certification from the manufacturer that the above requirements have been met by the cable supplied to the project. Documentation of factory results shall be submitted to the Project Engineer/Manager with the *Cable Reel Acceptance Test* outlined in these Special Provisions.

## ***2.0 Innerduct***

### **2.01 Description of Work**

Work under this section shall include the installation of flexible fabric innerduct as indicated on the project specification.

### **2.02 Technical and Functional Requirements**

#### **Innerduct**

Innerduct must be installed if indicated on the plans. Innerduct consists of flexible fabric chambers that are installed inside conduit, and which in turn the fiber optic cable is installed. Innerduct within a conduit run must be continuous without splices or joints. Innerduct for this project must have a minimum of 3 cells as specified in the Project specification.

Innerduct cells must include 1800lb minimum flat woven pull tape or rope for installation and be protected and installed per manufacturer specifications.

#### **Tracer Wire**

Tracer wire shall be installed within either integrated in the woven fabric innerduct or installed directly into the conduit as shown on Project specification. Tracer wire shall be #12 AWG stranded copper conductor with orange THWN insulation, unless otherwise noted.

## ***3.0 Fiber Optic Splice Enclosure***

### **3.01 Description of Work**

Work under this section shall include the installation of fiber optic splice enclosures as indicated on the project specification.

### **3.02 Technical and Functional Requirements**

Underground fiber splice closures must be butt-end style, corrosion resistant, watertight, and meet the latest requirements of GR-771-CORE. Underground splice closures must seal, bond, anchor, and provide efficient routing, storage, organization, and protection for the fiber optic cables and splices that are installed within the closure.

The splice closures shall provide an internal configuration and end cap with a minimum of six ports, with each port having the capacity to accept up to a one (1) inch diameter fiber cable for entry and/or exit to/from the splice closure.

Splice closures shall have a reliable dual seal design with both the cable jackets and core tubes sealed, without the use of water-blocking material. The splice closures must be capable of being opened and completely resealed without loss of performance.

The fiber splice closures shall be equipped with splice trays that are designed specifically for housing single-mode fusion splices protected by heat-shrink sleeves, are easy to install and remove, and have provisions for a minimum number of fusion splices accommodated by the splice closure.

Unless otherwise noted on the contract plans, each splice closure shall accommodate a minimum of 288 fusion splices.

The splice closure maximum dimensions shall not exceed 20" in length by 12" in diameter.

## ***4.0 Fiber Cable Assemblies & Installation***

### **4.01 Description of Work**

Work under this section shall include the installation of pigtails, patch cables, fiber splicing, and cable connections.

### **4.02 Technical and Functional Requirements**

#### **Cable Assemblies**

Cable assemblies (pigtails, patch cords, and connectors) shall be products of the same manufacturer. The cable used for cable assemblies shall be made of fiber meeting the performance requirements of these Special Provisions for the fiber optic cable being connected.

#### **Pigtails**

Pigtails shall be of simplex (one fiber) construction, in 900  $\mu\text{m}$  tight buffer form, surrounded by aramid for strength, with a PVC jacket with manufacturer identification information and a normal outer jacket with diameter of 0.12 inch.

All pigtails shall be factory terminated with connectors and factory tested, and shall be at least three (3) feet in length or as otherwise noted in the contract plans.

Unless otherwise noted on the contract plans, the connector type shall have a factory installed LC connector on one end, with the other end of the pigtail bare for splicing to a fiber strand.

#### **Patch Cables**

Patch cords shall be of simplex or duplex design. Duplex jumpers shall be of duplex round cable construction, and shall not have zip-cord construction.

The patch cord shall be terminated with a compatible super physical contact single-mode connector at both ends.

The fiber strands shall meet the specifications of the fiber cable and the connectors shall meet the specifications as specified elsewhere in these special provisions.

All patch cords shall be at least six (6) feet in length.

The outer jacket of duplex patch cords shall be colored yellow. The two inner simplex jackets shall be color coded white and slate, respectively, to provide easy visual identification for polarity.

Fiber patch cables shall meet the following requirements:

- 250  $\mu\text{m}$  buffering of each fiber
- 900  $\mu\text{m}$  buffering of each fiber applied after the initial 250  $\mu\text{m}$  buffering Maximum factory measured insertion loss of 0.5 dB per EIA/TIA 455-171 Less than 0.2 dB loss when subjected to EIA/TIA-455-1B, 300 cycles, 1.1 lbs.
- Aramid yarn strength member
- Rugged 0.12 inch (approximate) PVC sheathing
- Minimum bend radius of 12.5" following installation, 25" during installation
- Minimum tensile strength of 100 lbf
- Connectors shall be factory terminated with strain relief
- Comply with NEC requirements for indoor cable when used indoors
- Rated by the manufacturer for use in outdoor field cabinets

Provide permanent markings on duplex jumper cables that provide a visual distinction between the two fibers.

Provide strain relief for jumper cables at both ends and elsewhere as needed.

Unless otherwise noted on the contract plans, the fiber termination panel end of the patch cable shall be an ST connector and the equipment end of the patch cable shall be an LC connector.

#### Fiber Optic Splices

All fiber optic splices shall be in accordance with TIA/EIA-758, "Customer Owned Outside Plant Telecommunication Cabling Standard," and shall be measured in accordance with ANSI/TIA/EIA-4558, "Measurement of Splice and Connector Loss and Reflectance Using an OTDR".

All fusion splices shall not exceed a loss of 0.30 dB maximum.

All fusion splices shall be tested in both directions and the average of the loss measured shall be used to determine the splice loss. Refer to the "Fiber Optic Testing" section elsewhere in these special provisions.

#### Fiber Optic Cable Connectors

All fiber optic cable connector types shall be compatible with the connection requirements of the communications end equipment (i.e., fiber switch), termination panel, or other communication equipment to which the cables are connected.

The fiber optic connectors shall meet or exceed the following:

- Operating temperature range shall be  $-40\text{ }^{\circ}\text{C}$  to  $+70\text{ }^{\circ}\text{C}$ .
- Insertion loss (i.e., connection loss) for a mated connector pair shall not exceed 0.75 dB in accordance to TIA/EIA-568-B.3.
- Connection durability changes shall be less than 0.2 dB per 500 mating cycles per EIA-455-21A (FOTP-21).

- All terminations shall provide a minimum 50 lb-force pull out strength.

All mated connector pairs shall be tested in both directions and the average of the loss measured shall be used to determine the connector loss. Refer to the "Fiber Optic Testing" section elsewhere in these special provisions.

The Contractor shall provide documentation of the manufacturer's factory test results and shall submit the documentation to the Project Engineer/Manager/Manager prior to installing any of the connectors.

#### Fiber Optic Cable Installation

The Contractor shall provide the Project Engineer/Manager/Manager with two copies of the cable manufacturer's installation instructions for fiber optic cable. The fiber optic cable manufacturer shall provide installation procedures and technical support concerning the items contained in this specification.

All fiber optic cable installations shall be in accordance with the manufacturer's best practices and procedures, unless otherwise shown on the contract plans, or as directed by the Project Project Engineer/Manager/Manager.

Any additional costs due to damage caused by the Contractor's neglect of the recommended procedures shall be the Contractor's responsibility.

All cable installation work shall be carried out in accordance and consistent with the highest standards of quality and craftsmanship in the communication industry with regard to the electrical and mechanical integrity of the connections, the finished appearance of the installation, as well as the accuracy and completeness of the documentation.

If the fiber optic cable is left outside overnight during installation, the Contractor shall provide twenty four (24) hours a day and seven (7) days a week security for the cable.

The Contractor is responsible for any damage to the fiber-optic cable until the Project Project Engineer/Manager/Manager has accepted the project.

The Contractor shall make a physical survey of the project site for the purpose of establishing the exact cable routing and cutting lengths prior to the commencement of any fiber optic work or committing any fiber optic materials.

The manufacturer's recommended limits for cable pull lengths and pulling tension shall not be exceeded.

Cable ends shall be stored in pull boxes immediately adjacent to cabinets or as directed by the Project Engineer/Manager/Manager.

All fibers in cable buffer tubes shall also be installed in continuous runs.

Contractor shall be responsible for ensuring the cable length is sufficient to allow for connection between the communications equipment and the splice enclosures (if applicable) including provision for slack, vertical runs, cable necessary for splicing, wastage and cable to allow for the removal of the splice enclosure for future splicing.

## Fiber Coiling and Slack

Where backbone or spur cable runs are left to be “dead ended,” a minimum of 75 feet of cable shall be left coiled in the final cabinet, manhole, or pull box, unless otherwise called for in the contract plans.

In each pull box where a fiber optic cable is installed and where a splice closure is not being installed, a minimum of fifty (50) linear feet of fiber cable slack shall be placed in the pull box unless otherwise noted in the contract plans.

In each pull box or vault where a fiber optic cable is installed and where a splice closure is to be installed, a minimum of seventy five (75) linear feet of fiber cable slack shall be provided for each fiber cable that enters or exits a splice closure port (i.e., at each fiber cable entry point). This includes, but is not limited to, trunk cables, distribution cables, drop cables or lateral cables. For example, where there is a mid-span splice in a vault (i.e., trunk cable with drop cable), the trunk cable shall have a total of 150 feet of slack consisting of 75 feet of slack on the two entry points of the splice closure, and the drop cable shall have 75 feet of slack.

In a traffic signal cabinet where a fiber optic branch cable is installed, a minimum of twenty (20) linear feet of slack shall be provided at the base of the cabinet.

## Fiber Bend Radius

During cable installation, the cable’s minimum bend radius shall be maintained based on the manufacturer’s specifications, or at a minimum of twenty (20) times the outside diameter of the fiber optic cable, whichever is greater.

In all pull boxes, the fiber cable shall be routed as needed to avoid violating the minimum bending radius.

After installation, the fiber cable’s minimum bend radius shall be maintained based on the manufacturer’s specifications, or at a minimum of ten (10) times the outside diameter of the fiber cable, whichever is greater.

During installation, the Contractor must keep a log that notes the meter marking on the cable at every pull box. This will help determine the exact location of problems along the cable run during the testing. The log shall present the information in sequential order and in table format listing the street and distance to the nearest cross street. This log shall be submitted to the Project Project Engineer/Manager/Manager after all the fiber optic cable has been installed and before performing any fiber optic cable testing.

## Splicing

The Contractor shall disconnect all existing splices from existing fiber cables to be removed and make all new splices to the new fiber optic cable as shown in the contract plans.

The Contractor shall document any existing splices before making any new splices.

The Contractor shall keep accurate records of each new splice at each splice location. The Contractor shall immediately notify the City when there is a discrepancy between the documented existing splice(s) and the splice details shown on the Plans. Contractor shall not make any new splice(s) at the location with a discrepancy until the Project Engineer/Manager/Manager has resolved the discrepancy.

The Contractor shall perform all splicing and connectorization in the presence of the Project Engineer/Manager/Manager or his designee unless otherwise arranged for in advance, i.e., the Project Engineer/Manager/Manager allows the Contractor to proceed without his or his designee's presence.

The record of existing and new splices shall be submitted to the Project Engineer/Manager/Manager.

The fiber optic cable splices shall be fusion type. All splices shall be tested in accordance with the fiber testing specified in these special provisions.

Splices shall be housed in a splice tray in a splice enclosure in an underground pull box, or within a termination panel when splicing drop cables to pigtails. All splices shall be protected with a thermal shrink sleeve.

The Contractor shall perform all outdoor splices within a tent, truck or trailer. If the Contractor wishes to use another type of facility for splicing, it must be approved by the Project Engineer/Manager on a day-by-day basis.

Only those fibers that are to be spliced shall be removed from the cable and buffer tubes. All other fibers shall remain in their tubes and shall be suitably protected.

The Contractor shall seal all cables where the cable jacket is removed. The cable shall be sealed per the cable manufacturer's recommendation with an approved blocking material.

All technicians performing splices shall be certified as an Advanced Fiber Optics Technician or Certified Fiber Optics Specialist by the Fiber Optic Association (FOA).

Contractor shall submit to the Project Engineer/Manager for approval the resumes of people who will be performing splices along with proof of FOA certification. Splices shall be performed only by experienced personnel with experience including successful completion of no less than 2,000 fusion splices.

Only those individuals approved by the Project Engineer/Manager/Manager shall be allowed to make fiber optic splices.

Vehicles used for fiber splicing shall have their engine turned off during splicing.

#### Additional Splices

Fiber optic cable shall be installed in continuous runs without trunk splices except where specifically shown or allowed for in the contract plans. The Contractor may request additional fiber trunk splices to accommodate fiber cable reel length limitations. However, approval of any such request shall be at the sole discretion of the Project Engineer/Manager/Manager.



All costs associated with additional splices to accommodate the Contractor's fiber cable reel length limitations shall be borne by the Contractor and no additional compensation shall be allowed therefor.

If additional splices are approved by the Project Engineer/Manager/Manager, these additional splices shall be made in approved splice enclosures. Additionally, at these additional splices, all fibers shall be spliced and tested.

Under no conditions shall any fibers be cut out or spliced at these additional splice points without written direction from the Project Engineer/Manager/Manager. Any unauthorized trunk splices performed by the Contractor will require the Contractor to replace the entire fiber cable segment between the authorized splices at his own expense.

### Installation in Conduit

Fiber optic cables shall be installed in conduit or ducts in the field in accordance with the project specification. The conduit and duct ends shall have bell ends.

A stiff bristle brush shall be pulled through each section of conduit before pulling the fiber optic cable.

A manufacturer recommended lubricant shall be applied to the cable to reduce friction between the cable and duct or conduit.

The contractor shall provide a submittal of the proposed lubricant to be used for the Project Project Engineer/Manager/Manager's approval prior to use in the field.

During cable installation, the cable's minimum bend radius shall be maintained based on the manufacturer's specifications, or at a minimum of twenty (20) times the outside diameter of the fiber optic cable, whichever is greater.

Where fiber optic cables are to be installed in innerduct (fabric or rigid style), the Contractor shall secure each section of innerduct to prevent it from being pulled with the cables per the manufacturer's instructions.

A cable grip shall be attached to the cables so that no direct force is applied to the optical fibers. The cable grip shall have a ball-bearing swivel to prevent the cable from twisting during pulling. Cable rollers and feeders and winch cable blocks shall be used to guide the cable freely into the duct and at maintenance hole locations. Mechanical aids and pulling cables or ropes shall be used as required.

Whether pulling cable with mechanical aids or by hand, a tension measuring device and a break-away swivel shall be used on the end of the cable. When pulling cables, do not exceed 2225 N, or the manufacturer's maximum pulling tension value, whichever is less.

The Contractor shall set up and conduct a demonstration of the pulling cable grip and swivel assembly to demonstrate that it will operate as designed, i.e., disengage once the pulling tension reaches the user defined limit. No fiber cable installation will be allowed until such a demonstration

has been conducted and the swivel assembly approved by the Project Engineer/Manager/Manager.

The Contractor shall keep a log of the measured maximum pulling tensions by fiber optic segment (i.e., between pull boxes). The pulling tension log shall be submitted to the Project Engineer/Manager/Manager for approval prior to conducting the post-installation testing or fiber splicing.

Should the pulling logs show that the maximum tension was exceeded during any pull and should any fiber tests reveal that any fiber strand or strands do not meet the maximum attenuation limits after one re-test, the Contractor shall replace the entire fiber optic cable run and conduct a new set of pulling logs.

The cable shall be taken up at intermediate pulling points with an intermediate cable take-up device as approved by the Project Engineer/Manager/Manager to prevent over-tension on the cable. Cable pulls shall be continuous and steady between pull points and shall not be interrupted until the entire run of cable has been pulled.

### Fiber Optic Cable Labeling

The fiber optic cable shall be clearly tagged and labeled as such at all pull box and vault locations and at all other locations where it is exposed. Labeling shall consist of a permanent plastic yellow tag with the words "Fiber Optic Cable." All labels shall be affixed to the cable per the manufacturer's recommendations and shall not be affixed in a manner that will cause damage to the fiber. Handwritten labels shall not be allowed. The Contractor shall submit the proposed fiber cable label to the Project Engineer/Manager/Manager for review and approval.

## ***5.0 Fiber Optic Termination Panels***

### **5.01 Description of Work**

This section includes provisions for the central fiber optic termination panels in the City and County of Broomfield Traffic Signal Shop and the field fiber termination panels located at traffic signal cabinets, per project specification.

### **5.02 Technical and Functional Requirements**

The Contractor shall furnish and install fiber optic termination panel that will be installed within an equipment rack in an indoor facility, or within a field cabinet.

For installations with an indoor equipment rack or facility, the fiber optic termination panel shall adhere to the following requirements:

- Mounts in standard 19" racks or cabinets
- Can be pre-loaded with adapter plates, adapters, pigtails, splice cartridges or splice trays
- Allows for adding adapter plates to expand the number of fiber ports
- Dual sliding tray system allows front panel slide-out access without straining rear mounted cable 🖱️ Front or rear accessibility to splice trays
- Front door locking option available

- Large cable management rings for enhanced jumper routing
- Stackable for custom sizing
- Front cable management saddles
- Side entry for trunk cable
- Enclosures are custom configurable
- Constructed of high-strength aluminum, powder-coated central office white
- Removable front door
- Rear door with key lock option
- Upper and lower patch cord bend radius brackets
- Flipcard for connector identification

For installations within a field cabinet for a drop cable installation, the fiber termination panel shall include all guard and dust proofing components and shall adhere to the following requirements:

- 1.75" in height (1RU) and 17.5" in width maximum
- Dual sliding tray system to allow front panel slide-out access without straining a rear mounted cable
- Shelf, wall or rack mountable (standard 19" racks or cabinets) styles
- Can be pre-loaded with adapter plates, adapters, pigtails or splice cartridges 📄 Front door locking available

The fiber splice cartridges shall adhere to the following requirements:

- From 6 to 24 fiber configurations
- Can include laser safety smoked polycarbonate cover, bulkhead adapters, color coded pigtails, splice sleeve holder and splice sleeves
- Pigtails can be either 900um tight or loose buffered
- Shall have a port ID chart to label up to 24 terminations
- Includes heavy duty cable clamp and waterfalls
- Includes a screw down metal cover

The termination panels shall have a sufficient number of connection panels and ports to handle the associated fiber terminations as shown in the contract plans.

Unless otherwise noted or shown in the contract plans, the fiber termination panels to be installed in outdoor cabinets shall be provided with a minimum of twelve (12) fiber ports, and the fiber termination panels to be installed in an indoor rack or facility shall be provided with a minimum of two hundred and eighty-eight (288) fiber ports.

The fiber termination panel (indoor and outdoor) shall be furnished with ST connectors, unless otherwise noted on the contract plans.

The capacity to secure and store the required splice trays, break out cables, pigtails and any other pertinent assemblies and components required for a complete termination panel assembly shall be provided by the contractor.

The termination panel housing shall have a front cover that shall be easily removed or opened by use of a hinge and/or fastened with thumbscrews to provide easy access for cable installation. The bottom and/or back shall provide openings for cable entrance, and provide for strain relief at each entrance point.

The housing shall provide fixtures as required to maintain the fiber optic cables at more than the minimum bending radius without strain placed on the cable.

It shall be noted that regardless of the requirements set forth in these special provisions described above, the Contractor shall furnish and install all of the necessary assemblies, components, parts, and all relevant elements for a complete fiber optic termination panel assembly.

## ***7.0 Fiber Optic Testing***

### **7.01 Description of Work**

This section includes performance of fiber optic testing of the communication system as specified on the Project specification.

### **7.02 Technical and Functional Requirements**

The Contractor shall acknowledge that contractor-performed testing is a vital component of the work and required for acceptance of the fiber optic cables and all related assemblies.

The fiber optic testing shall be conducted at the following stages:

- Upon Cable Delivery Before Installation – Cable Reel Tests
- After Installation and Before Splicing – Post Installation/Pre-Splicing Tests
- After Splicing and Connectorizing – End-to-End/Post-Splicing Tests

Contractor shall submit a sample of the OTDR and power meter /light source data printouts to the Project Project Engineer/Manager/Manager for review and approval prior to conducting any testing.

All testing shall be performed in a manner that provides the time, space, set up, tools, and equipment for the Project Project Engineer/Manager/Manager or his designee to inspect and verify that all test setups and tests, including review of fiber connections, test equipment, device displays, and all related documentation. The tests shall quantitatively demonstrate that the fiber optic cable meets or exceeds the minimum requirements and specifications provided in these special provisions and the contract plans.

All technicians testing cable shall be certified as an Advanced Fiber Optics Technician or Certified Fiber Optics Specialist by the Fiber Optic Association (FOA). Contractor shall submit to the Project Project Engineer/Manager/Manager for approval proof of FOA certification for each of the technicians performing testing.

Vehicles used for fiber testing shall have their engine turned off during testing.

The Contractor shall use clean, well maintained testing equipment. The testing equipment shall have been calibrated within one (1) year prior to conducting the tests.

A 1,000-meter launch cable, or launch box tuned to the attenuation of a 1,000-meter launch cable, shall be used to overcome the dead zone of the OTDR inserted between the OTDR and the optical link.

The OTDR testing shall be done at a scale of at least 1 dB per division on the vertical scale.

All test measurements shall be measured at the wavelengths for the proposed equipment to use the fiber optic cable.

Contractor shall perform tests to verify that ports and fibers installed by others have end points indicated in the contract plans.

### Test Plan

The Contractor shall prepare and submit a Test Plan to the Project Engineer/Manager/Manager for review and approval that provides a detailed description of the tests that will be conducted, the steps required to conduct the testing, and the specific locations where the tests will be conducted.

The Test Plan shall cover all stages of the fiber testing and shall include the following at a minimum:

1. Stage of Test (i.e., Cable Reel, Post Installation or End-to-End)
2. Contractor staff who will be conducting the tests
3. Test equipment to be used
4. The setup for the testing including all of the equipment connections
5. The detailed process for the testing including, but not limited to:
  - a) recording/capturing of the test data;
  - b) file format and organization of the test data that will be submitted;
  - c) direction of the test (OTDR and power meter/light source); and
  - d) test data that will be collected and reported
6. Sample test printouts including all graphic and tables
7. A tabular and narrative summary of all of the fiber optic segments that will be tested which shall include all start and end points noted by intersection name, facility name, stationing, or other means for the Project Engineer/Manager/Manager to be able to verify the location

Contractor shall submit a sample of the OTDR and power meter/light source data printouts to the Project Engineer/Manager/Manager for review and approval as part of the Test Plan.

If the Project Engineer/Manager/Manager rejects the submitted Test Plan, the Contractor shall submit a revised Test Plan within five (5) working days for review and approval by the Project Engineer/Manager. No testing shall be performed until Contractor's test plan has been approved by the Project Engineer/Manager.

Submittal of the test equipment user's manual does not constitute any part of the Test Plan, and should the Test Plan contain such documentation, it shall be rejected in its entirety.

The Contractor shall notify the Project Engineer/Manager/Manager of his intent to proceed with testing forty-eight (48) hours prior to commencement of each test. It is noted that regardless of the advance notification, there shall be no testing until the Test Plan is approved by the Project Engineer/Manager. In addition, the Contractor shall be able to commence testing a minimum of 48 hours after the Test Plan has been approved.

The approval of the formats for the test printouts shall be attained prior to conducting any testing. Any tests that are conducted prior to the Project Engineer/Manager's approval of the Test Plan and the test document format shall be considered as not acceptable and the Contractor shall re-test all fibers as a result.

### Link Attenuation Calculations

The Contractor shall prepare Link Attenuation Calculations for each fiber segment. The calculations shall be shown in a table clearly indicating the following:

- Fiber cable segment – note the two end points
- Length of the segment tested
- Direction – note which direction the calculation is being conducted for
- Splices – note the number and locations of the splices
- Connectors – note the number and locations of the connectors.

The results of the calculations will provide the theoretical attenuation limits for each segment. This will be used to compare the results of the power meter and light source testing.

The Contractor shall submit the Link Attenuation Calculations to the Project Engineer/Manager for review and approval prior to conducting any power meter/light source tests.

The approval of the Link Attenuation Calculations shall be attained prior to conducting any power meter/light source testing.

Any power meter/light source tests that are conducted prior to the Project Engineer/Manager's approval of the Link Attenuation Calculations shall be considered as not acceptable and the Contractor shall re-test all fibers as a result.

### Cable Reel Test

After delivery of the fiber optic cable to the project site prior to field installation (Cable Reel Acceptance Test). This test is intended to verify that the fiber received from the supplier is in sound condition and without manufacturing defects.

The Cable Reel Test shall be performed within ten (10) working days from the delivery of the fiber optic cable to the project site, or when the cable is received by the Contractor from the supplier, whichever is sooner.

The Contractor shall notify the Project Engineer/Manager of his intent to proceed with the cable reel testing forty-eight (48) hours prior to commencement of the test. However, no tests shall commence until the Project Engineer/Manager has approved the Test Plan that shall be submitted to the Project Engineer/Manager (refer to the "Test Plan" section elsewhere in these special provisions).

The fiber cable shall be tested with an Optical Time Domain Reflectometer (OTDR), and only one direction needs to be tested.

Any fiber optic cable that does not meet the requirements described in the section "Fiber Cable Characteristics" and any applicable and relevant section in these special provisions shall be replaced at shall be at the sole cost of the Contractor, and no additional compensation shall be

allowed therefor. At the time of testing, the Contractor shall inspect the fiber optic cable and record any visible signs of defects. The Contractor shall compare the test results to the manufacturer's specifications and note any discrepancies.

If the attenuation level measured from the tests conducted by the Contractor is 5% or more higher than the attenuation reported from the manufacturer's factory tests, *or* 5% or more higher than the maximum attenuation values allowed as shown in Table 1, the fiber cable reel will be considered as unacceptable at this stage regardless of the number of fibers that deviate from the manufacturer's test results.

The Contractor shall replace the unsatisfactory reels of cables at no expense to the City, and no additional compensation shall be allowed therefore.

The Contractor shall install heat shrink or other protective covering to the fiber optic cable end to prevent the entry of moisture or other contaminants.

Installation of new fiber optic cable shall only occur once the fiber optic cable reel acceptance test has been reviewed and approved by the Project Engineer/Manager.

The Cable Reel Test results including the manufacturer's factory test results shall be summarized and submitted to the Project Engineer/Manager for review and approval. The test results shall be documented and submitted to the Project Engineer/Manager based on the requirements contained in section "Test Documentation" contained herein these special provisions.

#### Post Installation/Pre-Splicing Testing

The installation of new fiber optic cable shall only occur once the fiber optic cable reel acceptance test has been reviewed and approved by the Project Engineer/Manager.

At the time of testing, the Contractor shall inspect the fiber optic cable and record any visible signs of damage.

The Post Installation/Pre-Splicing Test shall be performed within ten (10) working days from the time the fiber optic cable is installed, and before any splices are conducted or connectors installed on the fiber cable segment.

The fiber cable shall be tested with an OTDR, and shall be conducted in both directions along each fiber cable segment.

Any fiber optic cable that does not meet the requirements described in the section "Fiber Cable Characteristics" and any applicable and relevant section in these special provisions shall be replaced at shall be at the sole cost of the Contractor, and no additional compensation shall be allowed therefor.

If the attenuation level for a fiber strand measured from the tests conducted by the Contractor is 5% or more higher than the attenuation reported from the cable reel tests, *or* 5% or more higher than the maximum attenuation values allowed as shown in Table 1, the fiber strand shall be considered as an unacceptable fiber having failed the test.

The Contractor will be allowed one re-test to mitigate any failed test(s).

Should the results from any re-tests continue to yield test failures, the entire fiber cable shall be considered as unacceptable and shall be replaced by the Contractor, regardless of the number of fibers that have failed the test.

The Contractor shall replace the unacceptable fiber cables at no additional cost, and no additional compensation shall be allowed therefor.

Test results shall be summarized and submitted to the Project Engineer/Manager. If the cable installation test results are found unsatisfactory by the Project Engineer/Manager, the fiber optic cable segment will be judged as unacceptable. The Contractor shall replace the unsatisfactory segment of cable with new fiber, without additional splices, at no expense to the City. Conduct cable installation acceptance test for the new segment of cable to demonstrate proper installation.

Any and all connectorizing that is necessary to conduct the post-installation testing shall be considered as part of the fiber optic testing costs, and no additional compensation shall be provided therefor.

The test results shall be documented and submitted to the Project Engineer/Manager based on the requirements stated in section "Test Documentation" contained herein these special provisions.

#### End-to-End/Post-Splicing Testing

After the post installation testing has been approved by the Project Engineer/Manager and after the splicing and connectorizing of the fiber cable per the contract plans is completed, the Contractor shall conduct the End-to-End/Post Splicing Testing.

This test stage is intended to verify that the end-to-end fiber optic paths have been completed per the contract plans, and that all of the splices and connectors have been performed to the highest standard of care that meets all of the requirements in these special provisions.

The End-to-End/Post Splicing Test shall be performed within ten (10) working days from the completion of all the splices and connectorizations.

The Contractor shall notify the Project Engineer/Manager of his intent to proceed with the end-to-end testing forty-eight (48) hours prior to commencement of the test. However, no tests shall commence until the Project Engineer/Manager has approved the Test Plan that shall be submitted to the Project Engineer/Manager (refer to the "Test Plan" section elsewhere in these special provisions).

The end-to end/post-splice tests shall consist of performing OTDR and power meter/light source testing.

Both the OTDR and power meter/light source tests shall be conducted in both directions along each fiber segment.

All fusion splices shall be tested in both directions and the average of the loss measured shall be used to determine the splice loss.

All mated connector pairs shall be tested in both directions and the average of the loss measured shall be used to determine the connector loss.



The tests shall document total end-to-end loss, splice and connector loss and back reflection, and overall reflectance levels.

Should the power meter tests show that the actual fiber loss is less than the theoretical maximum fiber loss for the fiber cable (for all strands), the fiber cable will be considered as acceptable. Refer to the "Test Documentation" section elsewhere in these special provisions.

If the attenuation level for a fiber strand measured from the tests conducted by the Contractor is 5% or more higher than the maximum attenuation values allowed as shown in Table 1, or the theoretical maximum as calculated from the Link Attenuation Calculations, the fiber strand shall be considered as an unacceptable fiber having failed the test.

The Contractor will be allowed one re-test to mitigate any failed test(s).

Should the results from any re-tests continue to yield test failures, the entire fiber cable shall be considered as unacceptable and shall be replaced by the Contractor, regardless of the number of fibers that have failed the test.

The Contractor shall replace the unacceptable fiber cables at no additional cost, and no additional compensation shall be allowed therefor.

Any and all connectorizing that is necessary to conduct the end-to-end testing shall be considered as part of the fiber optic testing costs, and no additional compensation shall be provided therefor.

### Test Documentation

All tests shall be saved on a portable media stick (USB flash drive) and shall be submitted to the Project Engineer/Manager for review and approval. All electronic copies of the test results shall be submitted in portable document format (pdf).

All test result printouts and electronic copies (OTDR and Power Meter/Light Source) shall contain the following: ■ Maximum specified loss at specified wavelengths

- Test location (e.g., intersection name or facility name)
- Date and Time of test
- Test crew (names)
- Test Equipment manufacturer and model
- Direction of the test
- Length of fiber segment tested
- Buffer tube and fiber color
- Attenuation result (in dB or dB/km)

### OTDR Test Results

The OTDR test result printouts shall provide a *graphical representation* of the test of each fiber strand that clearly shows the following information at a minimum:

- The launch cable length
- The cable length
- Cable ID
- Fiber strand number or color

- Start location (where the OTDR is located)
- End or Far location
- Total End to End Loss (dB)
- Start point and end point for each OTDR trace
- Indications where losses or other events occur along the fiber

The start point and end point shall be used to determine the direction of the test. The graphical representation shall provide enough information for the Project Engineer/Manager to determine where splice and connector losses are located along the fiber segment. If this information is not readily apparent on the graphical representation, it will be rejected.

In addition to the test result printouts and graphical representations, the Contractor shall provide a summary table that documents the test results of each fiber strand that is tested on each fiber cable segment. The table shall indicate the fiber number or color, buffer tube (color), wavelength (in nm), and attenuation (in dB/km).

All printouts shall bear the signature or initials of the Contractor's representative who has reviewed the tests.

The Contractor shall place a check mark on all traces that satisfy the requirements identified herein.

The Contractor shall highlight any discrepancies that may exist in the test results. If more than 10% of the tests have any discrepancies, abnormalities or failures, the tests will be rejected and the Contractor shall be required to conduct a complete re-test and re-submit the documentation for the Project Engineer/Manager's review and approval.

Any subsequent re-testing, re-splicing, or revision of the test documentation shall be at the sole cost to the Contractor and no additional cost shall be allowed therefor.

#### Power Meter and Light Source Test Results

The Power Meter/Light Source test results shall be submitted with the following at a minimum:

- Contractor staff tester (name)
- Cable ID
- Start point (intersection or facility name)
- End point (intersection or facility name)
- Fiber number and color
- Fiber buffer tube
- Direction of test
- Length of cable tested (feet)
- Splice locations (name)
- Connector locations (name)
- Wavelength (nm)
- Theoretical loss limit (from Attenuation Calculations)
- Measured loss
- Headroom loss (theoretical loss minus actual loss)

The optical testing using a light source and power meter shall meet the following minimum requirements:

### Optical fiber light source

- Single mode fiber
- Provide dual laser light sources with central wavelengths of 1310 nm ( $\pm 20$  nm) and 1550 nm ( $\pm 20$  nm).
- Output power of  $-10$  dBm minimum.

### Power Meter

- Provide 850 nm, 1300nm, 1310 nm, and 1550 nm wavelength test capability.
- Power measurement uncertainty of  $\pm 0.25$  dB.

### Single-mode OTDR

- 1. Wavelengths of 1310 nm ( $\pm 20$  nm) and 1550 nm ( $\pm 20$  nm).
- 2. Event deadzones of 2 m maximum at 1310 nm and 2 m maximum at 1550 nm.
- 3. Attenuation deadzones of 15 m maximum at 1310 nm and 15 m maximum at 1550 nm.
- 4. Distance range not less than 10,000 m.
- 5. Dynamic range at least 10 dB at 1310 nm and 1550 nm

The OTDR used for testing shall be provided with certification of its most recent calibration which shall be within twelve (6) months from the date of the testing.

The OTDR operator shall hold a current operators certificate for the equipment used. This certificate shall be provided to the Project Engineer/Manager prior to any use of the OTDR for testing, and shall represent not less than sixteen (16) hours of training from the equipment manufacturer.

The OTDR shall have a distance measurement accuracy of  $\pm 0.01\%$ .

### Bi-directional tests

288ct Ribbonized - Every ribbon. Totalling 288 bi-directional tests

288ct SMF - Every 5th fiber. Totalling 59 bi-directional tests

-1, 6, 11, 16, 21, 26, 31, 36, 41, 46, 51, 56, 61, 66, 71, 76, 81, 86, 91, 96, 101, 106, 111, 116, 121, 126, 131, 136, 141, 146, 151, 156, 161, 166, 171, 176, 181, 186, 191, 196, 201, 206, 211, 216, 221, 226, 231, 236, 241, 246, 251, 256, 261, 266, 271, 276, 281, 286

144ct SMF - Every 5th fiber. Totalling 29 bi-directional tests

- 1, 6, 11, 16, 21, 26, 31, 36, 41, 46, 51, 56, 61, 66, 71, 76, 81, 86, 91, 96, 101, 106, 111, 116, 121, 126, 131, 136, 141

96ct SMF - Every 5th fiber. Totalling 20 bi-directional tests

-1, 6, 11, 16, 21, 26, 31, 36, 41, 46, 51, 56, 61, 66, 71, 76, 81, 86, 91, 96

48 SMF - Every 5th fiber. Totalling 10 bi-directional tests  
-1, 6, 11, 16, 21, 26, 31, 36, 41, 46

24 SMF - Every 5th fiber. Totalling 5 bidirectional tests  
-1, 6, 11, 16, 21

12 SMF - Every fiber. Totalling 12 bidirectional tests  
-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

## ***8.0 Conduit***

### **8.01 Description of Work**

Work under this section shall include the installation of conduit as indicated on the project specification.

### **8.02 Technical and Functional Requirements**

Conduit placed should be schedule 80 2inch HDPE SDR 11 Orange Telecommunications Conduit. Conduit should be placed in sets of two. One conduit will house the fiber optic cable//mule tape and one conduit will house the tracer wire/mule tape.

Conduit shall be installed by directional drilling or jacking and boring methods unless otherwise noted. The work shall include trench backfill and restoration as required. Furthermore, regardless of which method is chosen, the Contractor shall pothole as needed to locate existing utilities. The Contractor shall assume all risk associated with chosen method of installation, and shall fully locate and verify utilities prior to conduit installation. No additional compensation shall be allowed due to delays or changes in installation method. The contractor shall repair any infrastructure damaged during the installation of conduit in kind at their own cost.

The minimum separation from other utilizes is as follows: a. Power up to one KVA: 12 inches of well packed earth. b. Gas, Oil, Water, etc.: 12 inches when parallel/ 6 in. when crossing. C. Broomfield Service or Main Line: 10ft horizontal separation of well packed earth, 18inches vertical separation of well packed earth. Separation will be defined in project requirements.

Conduit runs shall have no more than 180 degrees of bends, unless authorized by the Project Engineer/Manager, and shall enter the pull box vertically within +/-30%. When trenching for conduit installation, the top of the installed conduit shall be a minimum of 48 inches below finished grade in the street section. Where the asphalt concrete (AC) portion of the roadway cross section is greater than 48 inches in depth, the finished height of the conduit shall be two (2) inches below the AC section. The trench shall be backfilled with two inches of commercial grade sand with the remainder being 2% red oxide concrete.

All Conduits shall be cleaned by passing a wire brush mandrel and/or rubber duct swab (or approved alternative) of appropriate size back and forth until all foreign materials and water are removed. Conduits shall be checked by pulling a round test mandrel, 1/4 inch less than conduit inner diameter for each duct from both directions to remove obstructions.

Conduits shall be provided with continuous 1800-pound tensile strength conduit mule tape in each duct terminated to prevent pullout. Mule string must be tied at the ends of runs or taped to conduits. There should be at minimum 25ft of mule tape slack at each handhole and 50ft of mule tape slack at splice points.

No conduit run shall extend more than 850 feet without a manhole or handhole installed as an access point.

The ends of conduits in pull boxes shall have Bell Bushings and be a minimum of two inches above the surface of the rock, and between eight and ten inches below the top of the pull box.

Conduit plugs shall be installed in all conduits both with and without wire or cable and shall be included in the cost of electrical conduit items.

Tracer wire and pull tape shall be costed separately from the cost of HDPE conduit for backbone and lateral runs.

- If installation includes multiple runs of conduit, pull tape shall be installed in each individual conduit, tracer wire shall be installed in the conduit containing fiber optic cable.
- If installation includes only one run of conduit, pull tape and tracer wire shall be installed in the same conduit as fiber optic cable.

The Contractor shall restore landscape to its original condition or as specified by the project documents

## ***9.0 Pull Boxes, Vaults and Marker Posts***

### **9.01 Description of Work**

Work under this section shall include the installation of pull boxes and fiber optic vaults as indicated on the project specification.

### **9.02 Technical and Functional Requirements**

#### **Fiber Optic Pull Box**

Fiber optic cable handholes shall consist of the following sizes and specifications:

- 24" x 36" x 30" Polymer Concrete Single Lid Tier 15 Handhole

- 30"x48"x30" Polymer Concrete Single Lid Tier 22 Handhole
- 30"x60"x36" Polymer Concrete Split Lid Tier 22 Handhole
- 48" x 48" x 48" Manhole/Vault Split Lid Tier 22 Handhole

## Materials

All Fiber Optic pull boxes shall be Polymer Concrete Boxes or approved equivalent prior to bid. Pull box lids shall have a non-skid surface and shall have a locking lid. Pull Box lids should have "CCOB FIBER" labeled on the center of the lid. Tracer wire shall be connected to the locking lid or split bolts/c-taps and shall run continuously between handholes. . Contractor shall provide the City with one (1) lock opening key for every ten (5) pull boxes installed.

## Grounding

Within one or more conduit(s) defined in project requirements, a #12 stranded copper conductor with orange THWN insulation shall be installed. It shall be connected to the 5/8x8ft ground rod to be installed in pull boxes as indicated on the Project specification. Tap splices at pull boxes shall be made using either split bolts or c-taps.

At every handhole a minimum of 15ft of tracer wire should be left slack coiled in the handhole unless otherwise stated in project requirements

## Cover Markings

All pull boxes and vaults containing fiber optic cables, shall be supplied with pull box lids that accurately reflect their contents as indicated in the details in the Project specification. All lids damaged or scuffed from construction shall be immediately rejected and be replaced by the Contractor at his/her own expense.

All handholes must have the proper type lid as defined in the project requirements. The handhole lid must have "CCOB FIBER" labeled in the center.

## Installation and Use

### [Pull Box Installation Specifications](#)

Provide hand holes as specified in the project drawings and specifications and as specified herein this section. All hand hole specifications shall be submitted to Broomfield IT for approval prior to installation by RFI. Hand holes should only be specified for pull through applications.

Conduits shall enter and exit the hand hole in a straight-line method. The remaining parallel walls are to remain free of conduit entrances. Handholes should aid cable pulling when the bends exceed either two 90-degree bends or a total of 180 degrees or the conduit section is so long it must be pulled in two segments

Handholes should never be shared with electrical or other utilities unless specified in the project requirements.

The typical hand hole inside dimensions are 24x36x30, 36x48x30, 30x60x36. Hand hole size can be adjusted to support the application needed. The exact hand hole size and configuration shall be specified in the project requirements.

A minimum of six inches of 57 gravel rock aggregate shall be placed under each pull box.

All pull boxes shall be inspected and approved prior to pulling any conductors.

Contractor shall clean all pull boxes (new and existing) entered for installation of conduit or wire of all dirt and debris. All pull box lids damaged by Contractor operations shall be replaced at their own expense. The wiring in these pull boxes shall be neatly bundled, recoiled and reinstalled in the pull box.

Appropriate number of Conduit stub-outs shall be provided as indicated on the plans and/or to match existing conditions, and as part of any pull box modifications (installation, removal, or replacement).

Conduit centerline shall be aligned within the pull box to facilitate fiber optic cable pulling.

For joint build projects, all pull box types shall be paid for under the corresponding pull box item, and shall be sized as tabulated and shown in the plans.

Work to install a pull box shall include but not be limited to saw cutting of pavement, removal of pavement, concrete, earthwork, all landscape restoration shall be paid for as part of the pull box item. All material shall be contained by an approved BMP and not allowed to run off site.

All non-deliberate traffic pull boxes and covers must comply with all test provisions of the latest edition of the ANSI/SCTE 77 "Specification for underground enclosure integrity" and must meet the Tier 15 or Tier 22 application as specified by the project requirements. Marking showing the Tier 22 rating must be labeled or stenciled on the inside and outside of the box and on the underside of the cover.

Cover must be secured to pull box using  $\frac{3}{8}$ -7 penta hex head bolts.

A compliance letter from the manufacturer of the pull boxes shall be submitted along with material submittals. The compliance letter shall indicate that the pull box manufacturer has met or exceeded all test provisions of the latest edition of the ANSI/SCTE 77 & all requirements listed in plan details.

### Marker Posts

Marker posts must be installed at every handhole location unless otherwise noted in project requirements.

Marker posts must meet broomfield locate marker specifications as outlined in the document attached.

[Location Marker Specifications](#)

## ***10.0 Directional Boring***

### **10.01 Description of Work**

The work specified in this Section documents the approved construction methods, procedures and materials for Directional Boring, also commonly called Horizontal Directional Drilling (HDD).

Directional boring is a trenchless method of installing carrier or casing conduit. It is a multi step process including site preparation, utility research and identification, equipment set up, and drilling a pilot hole along a predetermined path, and then pulling the product back through the drilled space. When necessary, enlargement of the pilot bore hole may be necessary to accommodate a product larger than the pilot bore hole size. This process is referred to as back reaming and is done at the same time the product is being pulled back through the pilot bore hole.

Drill head alignment is achieved by the proper orientation of the drill bit head as it is being pushed into the ground by a hydraulic jack to determine orientation and tracking of the drill bit. In order to minimize friction and prevent collapse of the bore hole, a soil stabilizing agent (drilling fluid) may need to be used. All drilling fluid shall be collected and disposed of at an approved disposal facility.

Contractor shall carry out excavation for entry, exit, recovery pits, slurry sump pits, or any other excavation as specified for excavation and backfill. Sump pits are required to contain drilling fluids if vacuum devices are not operated throughout the drilling operation.

Contractor shall confine free flowing (escaping) slurry or drilling fluids at the ground surface during pull back or drilling. Remove all residual slurry from the surface and restore the site to pre-construction conditions.

Within 24 hours of completing installation of the product, the Contractor shall clean the work site of all excess slurry or spoils. Contractor shall be responsible for the removal and final disposition of excess slurry or spoils. All work sites are to be restored to pre-construction conditions or as identified in the plans.

The Contractor is responsible for any damage caused by heaving, settlement, equipment, separation of pavement, escaping drilling fluid (frac-out), or the directional drilling operation at no cost to the City.

### **10.02 Locating and tracking**

All directional bores shall be constantly tracked during all phases of boring. The approved method of locating and tracking the drill head during the pilot bore include walkover, wire line, and wire line with surface grid verification, or any other system as approved by the City. Use of a locating and



tracking system capable of ensuring the proposed installation is installed is required. All bore tracking methods shall include:

1. Clock and pitch information
2. Depth
3. Transmitter temperature
4. Battery status
5. Position (x, y)
6. Azimuth, where direct overhead readings (walkover) are not possible (i.e. subaqueous or limited access transportation facility)
7. Ensure proper calibration of all equipment before commencing directional drilling operation.
8. Take and record alignment reading or plot points such that elevations on top of and offset dimensions from the center of the product to a permanent fixed feature are provided. Such permanent fixed features must have prior approval of the City. Provide elevations and dimensions at all bore alignment corrections (vertical and horizontal) with a minimum distance between points of 50 feet. Provide sufficient number of elevation and offset distances to accurately plot the vertical and horizontal alignment of the installed product. A minimum of three elevation and plot points are required.

**10.03 Bore Hole Diameter**

Minimize potential damage from soil displacement/settlement by limiting the ratio of the bore hole to the product size. The size of the back-reamer bit or pilot bit, if no back reaming is required, will be limited relative to the product diameter to be installed as follows:

Maximum Pilot or Back-Reamer Bit Diameter When Rotated 360 Degrees	
Outside Conduit Diameter Inches*	Maximum Reamer Diameter Inches
Less than 8"	Diameter + 4"
8" to 24"	1.5 x Diameter
Greater than 24"	Diameter + 12"

**10.04 Drilling Fluids**

Contract shall not use any chemicals or polymer surfactants in the drilling fluid without written consent from the City. Certify to the City, in writing, that any chemicals to be added are

environmentally safe and not harmful or corrosive to the facility. Identify the source of water for mixing the drilling fluid. Any water source used other than a potable water source may require a pH test.

#### **10.05 Failed Bore Attempts**

If a Contractor fails to complete an initial drill out, back ream or successful pull back of material, the Contractor shall make 3 attempts to re-drill at no additional costs to the City. If ground conditions, or circumstances exist that are beyond Contractor's control and prevent the completion of successful undamaged material installation after the third attempt, Contractor shall coordinate with the City to establish alternate methods of installation for that section. If conditions warrant removal of any new conduit installed in a failed bore path, as determined by the City, it will be at no cost to the City. The Contractor shall promptly fill all voids with excavatable flowable fill.

When there is any indication that the installed product has sustained damage or stretched, stop all work, Contractor shall notify the City and investigate the damage. The City may require a pressure test or mandrel to be pulled and reserves the right to be present during the test. The City maintains up to 72 hours to approve or determine if the product installation is in compliance with the specifications. The City may require non-compliant installations to be filled with excavatable flowable fill and replaced at no additional cost to the City.

## EXHIBIT F

### **CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including GL/Auto/WC**

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits– The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

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

Insurance Requirements - GL/Auto/WC		
	COVERAGES AND LIMITS OF INSURANCE	Required
1.	<p><b>Commercial General Liability</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Note:</b> For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</p>	<p>Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$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)</li> </ul>
2.	<p><b>Automobile Liability</b></p> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<p><b>Workers' Compensation</b></p> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. Employer's Liability with:</li> </ul> <p><b>Note:</b> 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.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b>  City and County of Broomfield  One DesCombes Drive  Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

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



**C. Proposed Resolution for 120th Local Improvements Design Agreement**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

## Overview

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

Proposed Resolution No. 2025-28, would approve an agreement between the City and County of Broomfield and Muller Engineering Company for design services for the 120th Avenue (Local) Complete Streets Project. The project will update the 2021 pedestrian, bicycle and drainage improvements plans to address infrastructure that was installed by the drainage project, update the plan package to federal standards, and usher the project through the Public Utilities and BNSF review process.

### **Attachments**

[Memo for 120th Local Redesign.pdf](#)

[Resolution 2025-28.pdf](#)

[Consulting Agreement - Design 120th Complete Streets 2024 with Fed- Muller\\_Muller Signed.pdf](#)

[West 120th Avenue Design Scope and Fee Combined 24-12-10 reduced.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-28 will approve the design agreement with Muller Engineering Company for the W. 120th Avenue (Local) Complete Streets Project.

In June 2018, Broomfield entered into a Consulting Agreement with Muller Engineering Company, Inc. to design complete streets and drainage improvements for W. 120th Ave. (Local) and Upham Street. Both roadways are located within the Original Broomfield neighborhood, an area that generally has poor pedestrian circulation, substandard roadway sections, poor drainage, and inadequate street lighting.

The original project was bid for construction in 2021. Bids were higher than expected, so the project could not be completed at that time. The original project was ultimately separated into three different projects, the 120th Local Drainage Improvements, the 120th Ave. Local roadway improvements, and the Upham St. improvements.

Council authorized a construction agreement for the 120th Local Drainage Improvements in September 2023, and those improvements were completed in 2024. The Upham Street improvements are included as a separate project in the 5-Year CIP.

In 2023, Broomfield applied for and was approved by CDOT for partial funding through the Transportation Alternatives Program (TAP) for the W. 120th Avenue (Local) Complete Streets project. In February 2024, Council approved an IGA accepting \$2,335,000 in TAP funding; a total local match of \$1,650,000 brings the total project budget to \$3,500,000. This project includes the installation of bike lanes, detached sidewalks (including an at-grade pedestrian railroad crossing) and street lighting. Here is a [vicinity map](#) showing the project location. Council approved an IGA with CDOT in January 2024.

The original 2021 120th Local Complete Streets design must be updated to address the improvements that were installed by the drainage project, update the plan package to federal standards as required by the grant, and usher the project through the Public Utilities Commission and BNSF review and approval process.

A Request for Qualifications (RFQ) to procure consultant services was posted to BidNet in August 2024, and two proposals were received. A selection committee composed of CIP staff reviewed the proposals and recommends Muller Engineering Company for the project based on their qualifications and project approach. CDOT provided concurrence to award in December 2024.

Proposed Resolution No. 2025-28 will approve the design agreement with Muller Engineering Company. If approved, the design process will begin immediately and is expected to be completed in early 2026.

## 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
W. 120th Ave. Complete Streets - TAP Grant Funds (18M0027; 20-70090-55200)	\$2,335,000
W. 120th Ave. Complete Streets - CIP Funds (Local Match) (18M0027; 20-70090-55200)	\$583,750
W. 120th Ave. Complete Streets - CIP Funds (Over Match) (18M0027; 20-70090-55200)	\$581,250
<b>Total Budget</b>	<b>\$3,500,000</b>
<b>Consulting Agreement (Muller Engineering Company)</b>	<b>-\$457,900</b>
<b>Design Contingency</b>	<b>-\$45,790</b>
<b>Total Use of Funds</b>	<b>-\$503,690</b>
<b>Projected Balance</b>	<b>\$2,996,310</b>

## Prior Council or Other Entity Actions

On June 12, 2018, Council approved [Resolution No. 2018-103](#) the Consulting Agreement with Muller Engineering Company, Inc., for the Design of the Local Improvements at 120th Avenue (Local) and Upham Street.

On July 23, 2019, Council approved [Resolution No. 2019-173](#) Amendment One to the Consulting Agreement with Muller Engineering Company, Inc. for the Design of the Local Improvements at 120th Avenue (Local) and Upham Street.

On October 6, 2020, Council approved [Resolution No. 2020-213](#) Amendment Two to the Consulting Agreement with Muller Engineering Company, Inc. for the Design of the Local Improvements at 120th Avenue (Local) and Upham Street.

On September 12, 2023, Council approved [Resolution No. 2023-113](#) for the agreement with Diamond in the amount of \$898,491 for the construction of the 120th Avenue (Local) Drainage Improvements.

On February 13, 2024, Council approved [Resolution No. 2024-04](#), an IGA with CDOT through the 2024-2026 TAP for the W. 120th Ave. Complete Streets project.

On October 22, 2024 Council authorized funds in the [2025 Budget](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If Council desires to proceed with the project, the appropriate motion is...  
That Resolution 2025-28 be adopted.

## **Alternatives**

Decide not to continue with the project which would mean that City and County of Broomfield will not be able to use TAP funds on this project.



# RESOLUTION NO. 2025-28

A Resolution Approving a Consulting Agreement with Muller Engineering Company for Design Services for W. 120th Avenue (Local) Complete Streets Project

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

## Section 1.

The consulting agreement by and between the City and County of Broomfield and Muller Engineering Company for design services for the W. 120th Avenue (Local) Complete Streets Project in an amount not to exceed \$457,900.00 is approved.

## Section 2.

The Mayor or Mayor Pro-Term 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 change orders in an aggregate amount not to exceed ten percent.

## Section 4.

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

Approved on January 28, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

CONSULTING AGREEMENT BY AND BETWEEN  
THE CITY AND COUNTY OF BROOMFIELD AND MULLER ENGINEERING COMPANY  
FOR DESIGN SERVICES FOR 120TH COMPLETE STREETS IMPROVEMENTS

1. PARTIES. The parties to this Consulting Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City” or “Broomfield”) and Muller Engineering Company (the “Consultant”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
  - 2.1. The City, seeking design services for the 120th Complete Streets Improvement Project (the “Project”), completed a competitive selection process by Request for Qualifications #24-RFQ-CD-009 (“RFQ”).
  - 2.2. This Project is a federal funded project and will require coordination with the Colorado Department of Transportation (“CDOT”) and Burlington Northern Santa Fe Railroad (“BNSF”) in conjunction with the Project.
  - 2.3. The Consultant provides professional services and is qualified to perform services required by the City for the Project.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1. Obligations of the Consultant.
    - 3.1.1. *General*. The Consultant shall consult with, advise, and represent the City as the City requires during the term of this Agreement. The Consultant shall act at the direction of the City employee assigned by the City to the Project as Project Manager. The Consultant shall communicate with the City about the Project only through the Project Manager.
    - 3.1.2. *Basic Services*. The Consultant shall perform the Basic Services described in Exhibit A attached hereto and incorporated by this reference and elsewhere in this Agreement.
    - 3.1.3. *Extra Services*. Upon the express, written approval of the City, the Consultant shall perform Extra Services. The Consultant shall charge the City for such Extra Services, if any, in accordance with such terms as the City may agree to in writing.
    - 3.1.4. *Authorization to Proceed*. No work on the Project shall be performed by the Consultant until written Authorization to Proceed has been issued by the City. If the Consultant proceeds with any work prior to receipt of said Authorization, the City is not responsible for payment for such work.

3.1.5. *Completion Date.* The Consultant shall complete the services of this Agreement within approximately 365 days following the date of the Authorization to Proceed.

3.2. Obligations of the City.

3.2.1. *General.* The City shall direct the work and coordinate reviews, approvals, and authorizations of all stages of work. All approvals and authorizations shall be in writing.

3.2.2. *Changes in Work.* Any changes with regard to the Consultant's cost, time requirements of performance, or scope of the work must be in writing and approved by the Parties hereto prior to any work or services being performed in contemplation of said change.

3.2.3. *Materials and Services to be Furnished by the City.* The City agrees to furnish the Consultant any material in the possession of the City to the extent that such material, in the opinion of the Project Manager, is readily available and will assist the Consultant in performing the work. The Consultant agrees to request such material in advance so as not to jeopardize the work schedule or meeting arrangements. The City shall not unreasonably withhold such material.

3.3. Commencement and Completion.

3.3.1. The Consultant shall commence work on the first working day following receipt of a written Authorization to Proceed issued by the City, or such later date as indicated in the Authorization to Proceed.

3.3.2. If due to Acts of God, public emergency, or acts of a public enemy, it becomes apparent that this Agreement cannot be fully completed within the agreed time, the Consultant shall so notify the City in writing at least thirty days prior to any scheduled completion date, in order that the Consultant and the City may review the work accomplished to date and determine whether to amend this Agreement to provide additional time for completion.

3.4. Payments to Consultant.

3.4.1. *Aggregate Limit.* Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement will not exceed \$457,900, including reimbursables. The Consultant will complete the Work for the amount shown.

3.4.2. *Billing.* The Consultant shall bill the City monthly for work done in accordance with the terms and conditions of this Agreement, using the pay request form provided by the City.

3.4.3. *Payment by City.* The City will pay each bill in full within 30 days of receipt of payment request and supporting documentation. Consultant shall furnish such additional documentation as the City shall reasonably require. Incorrect payments to the Consultant due to omission, error,

fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Agreement or other contracts between the City and the Consultant.

3.4.4. *Inspection of Records.* The Consultant will permit the authorized agents and employees of the City at reasonable hours, to inspect, review, and audit all records of the Consultant related to this project and the work to be performed hereunder.

### 3.5. Termination.

3.5.1. *For Cause.* This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least five (5) days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach.

3.5.2. *Without Cause.* In addition to the foregoing, this Agreement may be terminated by the City, in whole or in part, for its convenience and without cause of any nature by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further services for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Consultant for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

3.5.3. *Upon Termination.* In the event of such termination, the Consultant will be paid for all services rendered to the date of termination, and upon such payment, all obligations of the City to Consultant under this Agreement will cease. Furthermore, in the event of such termination, the Consultant shall promptly deliver to the City all drawings, electronic data, computer programs, computer input and output, plans, photographic images, analyses, tests, maps, surveys, and written materials of any kind generated in the performance of this Agreement up to and including the date of termination. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

3.5.4. *Dispute Resolution.* A Party seeking to terminate for cause must notify the other Party of its intent and provide written notice specifying the facts supporting any alleged material breach. Within fourteen (14) days after receipt of such notice, the Parties shall meet to resolve the matters described in the written notice. If either Party believes that mediation would assist in resolving the matters described in the written notice, the Parties shall participate in mediation with a mutually acceptable mediator, to be conducted no later than sixty (60) days after receipt of the written notice of intent to terminate for cause. Mediation

shall take place in Broomfield, Colorado and the Parties agree to split the costs of mediation.

- 3.6. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultant hereunder. Such suspension may be accomplished by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep his total charges to the City for services under the Agreement to the minimum.
- 3.7. Laws to be Observed. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
- 3.8. Permits and Licenses. The Consultant shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of its services.
- 3.9. Patented Devices, Materials, and Processes. The Consultant shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, any trademark, or copyright and shall indemnify the City for any costs, attorney's fees, expenses and damages which it might be obligated to pay by reason of infringement, at any time during the prosecution or after completion of the work.

#### 4. INSURANCE AND INDEMNIFICATION.

##### 4.1. Standard of Care.

- 4.1.1. *Professional Liability*. The Consultant shall exercise in its performance of the Basic Services and Extra Services, if any, the standard of care normally exercised by locally recognized consulting organizations engaged in performing comparable services. The Consultant shall be liable to the City for any loss, damage, or cost incurred by the City for the repair, replacement, or correction of any part of the Project that is deficient or defective as a result of any failure of the Consultant to comply with this standard.
- 4.1.2. *Indemnification*. The Consultant shall indemnify, defend and hold harmless the City and the Colorado Department of Transportation and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the performance of the Basic Services or Extra Services, provided that any such claim, damage, loss or expense

(1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than the Project itself), including the loss of use resulting therefrom, and (2) is caused by any negligent act or error or omission of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph 4.1.2. Further, this indemnification is intended to comply with and be subject to Section 13-50.5-102 (8), C.R.S. as amended from time to time.

#### 4.2. Insurance.

4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit B.

4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.

4.2.3. *Valuable Papers.* Furthermore, the Consultant shall carry valuable papers insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data related to the services covered by this Agreement in the event of their loss or destruction until such time as the final submission by the Consultant has been made and accepted by the City.

5. FEDERALLY FUNDED SERVICES. The City has received federal funding for this Work from the Colorado Department of Transportation through the Federal Highway Administration (“FHWA”) pursuant to an Intergovernmental Agreement with the State of Colorado dated October 26, 2023 which is incorporated by this reference. For any work subject to funding by the Federal Government, the Consultant agrees to comply with all applicable Federal contracting requirements in Exhibits D, E, I, J, K and M and any other federal or state contracting terms which may be applicable to the Work.

5.1. CDOT has determined the contract goal for any Disadvantaged Business Enterprise Goals (“DBE”) participation in this Contract will be met with certified DBE’s who have been determined to be underutilized on professional

services contracts (CDOT Form 1331). The DBE goal has been established as follows:

5.1.1. Professional Services Consultants and/or Sub-consultants: 0% (CDOT Form 1331 will be required)

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

6.1. The City designates Joliette Woodson as the authorized representative of the City under this Agreement. Email address is [jwoodson@broomfield.org](mailto:jwoodson@broomfield.org).

6.2. The Consultant designates E. Grace Schlager as the authorized representative of the Consultant under this Agreement. Email address is [gschlager@mullereng.com](mailto:gschlager@mullereng.com).

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

7. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor as described in C.R.S. § 8-40-202(2). The Consultant is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.

8. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Consultant shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Consultant under this Agreement. The Consultant shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This Agreement is voidable by the City if subcontracted by the Consultant without the express written consent of the City.

9. **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, except for the Colorado Department of Transportation.

10. **FINANCIAL OBLIGATIONS OF THE CITY.** All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the

City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.

11. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
12. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.
13. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
14. 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.
15. 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.
16. 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.
17. DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.
18. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.



19. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
20. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
21. 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.
22. 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.
23. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
30. 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.
31. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

This Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 2025.

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

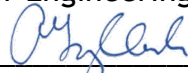
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

CONSULTANT:

Muller Engineering Company

By:  \_\_\_\_\_

Name: A. Gray Clark

Address: 7245 W. Alaska Drive, Ste. 300  
Lakewood, CO 80226

## EXHIBIT A SCOPE OF WORK

1. Scope of Work. The City is seeking a consultant or consultant team to provide professional services to update the design for the Complete Street Improvements to West 120th Avenue between Commerce Street and State Highway 287 in the City. The scope includes coordination with the BNSF, CDOT, and affected utilities.
  - a. Per the Colorado Code of Regulations, 4CCR 730-1, a professional engineer who adopts, signs, and seals work previously engineered shall perform sufficient review and calculation to ensure that all standards of practice required of licensees are met, including satisfying the relevant criteria stated in 4CCR 730-1, and shall take professional and legal responsibility for documents signed and sealed under his/her responsible charge.
  - b. The Consultant shall be responsible for all work required to complete the re-design. All work shall conform to the parameters articulated in the CDOT Standard Specifications for Roadway and Bridge Construction (current edition), CDOT Design Guide and all applicable State and Federal guidelines, including the current version of the City and County of Broomfield Standards and Specifications.
  - c. The Consultant will prepare construction drawings, specifications, cost estimates and required submittals per the most recent edition of the CDOT Local Agency Desk Reference.
  - d. The Consultant will be responsible for coordinating all meetings with Broomfield, sub-consultants, utility companies, jurisdictional entities, land owners, the public and any other stakeholders including meeting agendas and meeting minutes.
2. Detailed Scope of Work Requirements
  - a. Project Coordination
    - i. Prepare a Project Design Schedule.
    - ii. Facilitate, attend, and document a scoping meeting with Broomfield and CDOT.
    - iii. Facilitate, attend, and document a kick off meeting with BNSF. This meeting is independent of the kick-off meeting that is required with CDOT.
    - iv. Attend and document bi-weekly meetings with the City project manager.
    - v. Attend, document and facilitate a Field Inspection Review (“FIR”) meeting and a Final Office Review (“FOR”) meeting.
    - vi. Attend, document and facilitate two (2) public meetings.
    - vii. Attend, document and facilitate meetings with affected utilities.
    - viii. Attend, document and facilitate meetings with affected landowners.
2. Design Update. As part of the requirement for the design update as part of this scope of work, the Consultant shall at a minimum provide the following services:

- a. Perform sufficient review and calculations of existing design and reports to ensure that all standards of practice required of licensees are met and take professional and legal responsibility for documents signed and sealed under his/her responsible charge.
  - i. Review and update existing reports per CDOT standards. Existing reports include the following:
    - 1. Drainage Report
    - 2. Geotechnical / Pavement Design
    - 3. Survey
    - 4. SUE

### 3. Right-of-Way

- a. The City does not anticipate any right-of-way acquisition as part of the project.
- b. The City anticipates that a temporary construction easement will be needed from the local business, Consolidated Hardwoods, Inc, located at 11900 Vance Street, Broomfield, CO 80020.
- c. The Consultant will provide boundary/topographic survey mapping, per the City and CDOT standards, as required for design, location of the existing right-of-way, existing easements and location of existing utilities.
- d. All survey work shall be performed by a licensed surveyor in the State of Colorado.
- e. The Consultant will be required to coordinate the identification of existing rights-of-ways and easements; and complete the preparation of descriptions, exhibits and plans for any required temporary construction easements.
  - i. The City and County of Broomfield will work directly with affected property owners, as needed, on the design and the securing of any temporary construction easements.

### 4. Utilities and Subsurface Utility Engineering Update

- a. The plans shall locate all existing utilities, surface features and structures. They shall be shown both horizontally and vertically and in relation to the proposed improvements. All utility conflicts shall be identified and relocation/removal plans shall be coordinated through the appropriate utility companies.
- b. The Consultant shall provide utility potholing services and survey the pothole locations to verify utility locations and identify potential conflicts as required by the project. The Consultant will be responsible for subsurface utility engineering (SUE) and preparation of agreements and required documentation to acquire a Utility clearance from CDOT Utilities.
- c. All underground or aboveground utilities (including gas and oil) shall be identified as needed and located in compliance with C.R.S. § 9-1.5-101 et seq. and applicable law.

- d. All information received from utility companies shall be field verified and copies furnished to City. A private locate company shall be used if necessary.
- e. The Consultant shall prepare mapping for use in coordination of new utilities.
- f. All utilities that are potentially impacted by the Project will require test holing/potholing. The Consultant shall prepare final utility plans utilizing the test hole information and field locates.
  - i. Final utility plans shall identify utility conflicts and provide a suggested relocation plan as required.
  - ii. The Consultant shall coordinate with the utility companies for final relocation plans and specifications. Utility clearance letters will be required from all utility owners within the Project limits.

#### 5. Hydraulics / Drainage Update

- a. The Consultant will be required to provide an updated preliminary drainage report, for the City's review, which shall consider historical flows from the adjacent properties and address the existing and post-construction drainage condition.
  - i. A No-Rise Certification will be required for work within the floodplain/floodway.

#### 6. Geotechnical

- a. The Consultant shall provide geotechnical services, as required to meet City and CDOT requirements, for the design of this project.

#### 7. Traffic Control

- a. The Consultant shall prepare updated traffic control plans, including bid items and quantities for FIR and FOR.

#### 8. Environmental

- a. As required, the Consultant will be responsible for preparing documents in accordance with the requirements of the current federal, state and local agency environmental regulations including the National Environmental Policy Act of 1969 (NEPA). For NEPA documentation, it will be determined at the scoping meeting if the project qualifies as a Categorical Exclusion ("Cat Ex"). All documents shall be presented to CDOT and the City and County of Broomfield for review and CDOT's submittal to the Federal Highway Administration ("FHWA") for the following clearances as applicable:
  - i. Threatened or Endangered Species: If it is determined that habitat for any threatened or endangered ("T&E") species could potentially occur at the project site, a biologist qualified to conduct T&E assessments and/or surveys will need to be retained. It will be the biologist's responsibility to

follow all Federal and state guidelines developed for the species of concern, including any applicable permits needed to conduct such activities.

- ii. A Storm Water Discharge Permit Associated with Construction Activity (“CDPS”) permit is required for this Project. The Consultant shall develop any stormwater management plans (SWMP’s), and all such plans shall be approved by CDOT Region 1 environmental.
- iii. An Initial Site Assessment (ISA) is not anticipated but may be required. The Consultant shall be required to perform any work needed for clearances deemed necessary to obtain the Form 128 clearance.

#### 9. Burlington Northern Santa Fe Railway

- a. The Consultant shall be responsible for coordination of the improvements with the railroad and will be responsible for obtaining clearances and the Construction and Maintenance Agreement.
- b. The Consultant shall assume the following BNSF Submittal Requirements: 30% design drawings, 90% design drawings, Final Plans and As-Builts. Reference BNSF Guidelines for submittal requirements.
  - i. The Consultant shall reference BNSF Guidelines for submittal requirements.

#### 10. FIR/FOR Process

- a. The FIR and FOR design update shall follow the CDOT FIR and FOR review process.
- b. Following the distribution of FIR and FOR documents, the Consultant shall conduct meetings attended by the City and CDOT.
  - i. The Consultant shall be responsible for taking meeting minutes and distributing them after the meeting.
  - ii. The Consultant will be required to provide an Opinion of Probable Construction Costs as part of the submittals.

#### 11. Final Design

- a. The Consultant will be required to provide construction plans and specifications. Construction plans shall include, but are not limited to, roadway, property restoration, drainage, erosion control, traffic control and storm drainage plans. The technical specification shall be in the CDOT format as outlined in the CDOT Local Agency Desk Reference.
- b. One set of final design construction plans and specifications shall be signed and stamped by a Colorado registered professional engineer in half size format.
- c. The Consultant shall provide an Opinion of Probable Construction Costs.



- d. The Consultant shall provide support for any solicitations required with this Project, including attending any pre-bid meetings and answering questions received during the solicitation bidding process.



**Consulting Agreement for Design Services 120th Complete Streets TAP M145-018/25877  
Muller Engineering Company**

ITEM DESCRIPTION	LABOR (HOURS)																							SUBCONSULTANTS					EXPENSES					TOTALS		
	Project Manager	Project Manager TL	Project Engineer EL	Project Engineer 4	Project Assistant	Senior Designer 2	Industrial/CDD Systems 1	Project Engineer 4	Project Engineer 3	Project Engineer 4	Senior Project Manager	Project Engineer EL	Project Manager TL	Manager 1	SE/ Analyst	SE Manager	Environmental Science Manager	Environmental Science 1	Environmental Science 2	SE/Analyst	Other	Other	PER	Equipment	Books	TRAVEL	COPIES	UNALLOCATED	TIME (HOURS)	AMOUNT	UNASSIGNED	EXPENSE				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32				
2023 Billing Year:	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854					
Update bid for new design																																				
Update drainage cover sheet and notes																																				
Update drainage notes/plan details																																				
Update drainage analysis																																				
Update drainage plan sheets																																				
Update utility sheets and utility conflicts																																				
Update 202475756 and Site Maps																																				
Prepare final drainage report																																				
Prepare notes																																				
CMDC																																				
<b>SUBTOTAL</b>																																				
<b>Meetings</b>																																				
Coordination with Street/Utility/Other/Other																																				
Internal Meeting																																				
Update Water Line Plan and Profiles																																				
Update Water Line Section Design																																				
Update Fire Hydrant Allocation Plans and Profile Design																																				
Prepare Water Notes, Utilities and TAP/OTPC																																				
Prepare Specifications																																				
CMDC																																				
<b>SUBTOTAL</b>																																				
<b>Final Construction Plans</b>																																				
Final Construction Plans																																				
Internal Meeting																																				
Site Sheet, GAG, Standard Plans, General Notes																																				
Review of Comments from PFI review and OHP review																																				
Update Cost Report																																				
Final Quantity Sheet																																				
Update to Finalized sidewalk curbing																																				
Overall update and addressing comments																																				
Quantities																																				
Prepare OPC																																				
CMDC																																				
<b>SUBTOTAL</b>																																				
<b>Final Review</b>																																				
Review and Respond to Comments																																				
Update Signing and Striping Plans																																				
Update Signing and Striping Plans																																				
Update CTC Notes and Data																																				
Update CTC Plans																																				
Internal Design Coordination																																				
Prepare Plans																																				
CMDC																																				
Review 202475756 and Comments																																				
Update Plans per 202475756 comments																																				
<b>SUBTOTAL</b>																																				
<b>AD (non-billing)</b>																																				
Update per OPC comments																																				
Final Meeting																																				
Conditions resolved during submittal meeting process																																				
OTPC Analysis																																				
<b>SUBTOTAL</b>																																				
<b>TOTAL HOURS</b>	18	28	344	62	162	17	218	84	122	10	114	11	10	38	13	31	54	34	30																	
<b>TOTAL LABOR</b>	\$ 25,564	\$ 4,625	\$ 65,736	\$ 15,944	\$ 1,728	\$ 30,720	\$ 6,472	\$ 36,573	\$ 9,728	\$ 21,208	\$ 4,464	\$ 20,408	\$ 2,479	\$ 4,710	\$ 4,504	\$ 2,000	\$ 7,347	\$ 8,208	\$ 3,208	\$ 2,880																
<b>TOTAL EXPENSE</b>																																				
<b>TOTAL FEE</b>																																				



December 9, 2024

Ms. Joliette Woodson  
Transportation Engineer – Community Development  
City and County of Broomfield  
One Descombes  
Broomfield, CO 80020

RE: West 120<sup>th</sup> Avenue Complete Street Design Scope and Fee

Dear Joliette:

This letter is to document the requested scope and fee for the West 120<sup>th</sup> Avenue Complete Street Design. The design process will update the 2021 AD plans and incorporate the drainage breakout project constructed in 2023.

The design process will develop construction plans for the complete street improvements to West 120<sup>th</sup> Avenue between Commerce Street and State Highway 287. The goal is to transform this historically significant corridor into a safe and efficient roadway that addresses long-standing issues such as inadequate drainage, poor lighting, and the lack of pedestrian and bicycle facilities.

The tasks associated with the additional design work include ROW, supplemental survey, subsurface utility engineering (SUE), public involvement support, roadway design, traffic design, drainage design, and construction phasing plans.

**Task 1: Project Administration/Management/Meetings**

The Consultant will be responsible for submitting invoices to the City and County of Broomfield (Broomfield) Project Manager (PM) as well as providing other project administration services throughout the project. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with the technical proposal.

Throughout the project, several meetings will take place to coordinate work and design elements. These project meetings will include participants from the Consultant, Broomfield, and other project stakeholders, as necessary. All project meetings shall be scheduled by the Consultant. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Broomfield PM prior to the meeting. The Consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place virtually.

**Project Kickoff Meeting**

As an initial step in the project process, Consultant will conduct a 1-hour virtual project kickoff meeting with the Broomfield PM (and other staff at Broomfield's discretion), Colorado Department of Transportation (CDOT) Region 1 Local Agency Engineer, Muller PM, and Muller Principal-in-Charge (PIC) as well as Muller's roadway and traffic discipline leads. At this meeting, the design team will bring the group up to date with the project history, design approaches, past public involvement, and railroad involvement. The purpose of the meeting will be for the CDOT Region 1 Local Agency Engineer to provide additional input on the CDOT expectations for the required clearances, funding requirements, and deliverables.

Ms. Joliette Woodson  
December 9, 2024  
Page 2



### **BNSF Kickoff Meeting**

To restart the railroad coordination process, the Consultant will schedule a separate Burlington Northern and Santa Fe Railroad (BNSF) kickoff meeting with the design team and BNSF. It is anticipated that four Muller staff members (PIC, PM, Traffic Lead, Senior Traffic Engineer) will attend this meeting virtually. At this meeting, the Consultant will re-establish connection with BNSF and review the previous design of the sidewalk railroad crossing. The design team will then determine the requirements that must be fulfilled for final design.

### **Project Design Schedule**

Upon completion of the Project Kickoff Meeting, the Consultant PM will prepare a project design schedule to present at the Scoping Meeting.

### **Bi-Weekly Project Meetings**

The Consultant shall schedule 30 minute bi-weekly project meetings with Broomfield PM to coordinate and discuss project status, project schedule design decisions, and other coordination topics. A total of 20 progress meetings was assumed for purposes of the fee estimate. It is anticipated that two Muller staff members (PIC, PM) will attend each meeting virtually.

### **Scoping Meeting**

The scoping meeting (1.5 hours) will allow the Muller team and Broomfield to present the project design to the CDOT specialty units and Broomfield staff. It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend virtually. This will allow CDOT to respond to our design and approach and inform us what deliverables are required to complete the project according to the CDOT Local Agency Desk Reference and the Transportation Alternatives Program (TAP) funding requirements. The Consultant will provide existing plans and documents (electronically) to CDOT in advance of the meeting for their review.

### **Field Inspection Review Meeting (60%)**

The Consultant shall hold a preliminary design review (60%) meeting with Broomfield once the design and plan set have incorporated changes from the previous construction package. It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend in-person. The Consultant shall submit the design plans and cost estimate to Broomfield ten (10) working days in advance of the meeting to allow for review. The primary purpose of the design review meeting is to confirm or discuss the primary design elements of the plan and discuss the engineer's opinion of probable construction cost (OPCC).

### **Final Design Review Meeting (90%)**

The Consultant shall hold a final design review meeting (90%) with Broomfield after preparing a complete set of plans, specifications, and estimates (PS&E). It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend in-person. The Consultant shall submit documents to Broomfield ten (10) working days in advance of the meeting to allow for review. The primary objective of the meeting will be to discuss any proposed changes or concerns with the documents prior to advertising the project for construction bids.

#### **Deliverables:**

- Monthly Invoices and Progress Reports
- Meeting Materials and Minutes for Scoping, FIR, and FOR meetings
- Comment Response documentation

Ms. Joliette Woodson  
December 9, 2024  
Page 3



### Task 2: Public Involvement

Broomfield will be the primary organizer of the public involvement effort to communicate the proposed changes and project construction to the public and stakeholders adjacent to the intersection improvements.

The Consultant will attend up to two (2) in-person community meetings and two (2) property owner meetings. It is anticipated three Muller staff members (PIC, PM, Roadway PE) will attend the community meetings in person. It is anticipated two Muller staff members (PM, Roadway PE) will attend the property owner meetings in person. The Consultant will also assist Broomfield in preparing presentation content for each meeting.

#### Deliverables:

Meeting Presentation materials

### Task 3: Survey, Subsurface Utility Engineering (SUE) and Right-of Way

See attached Goodbye Scope and Fee.

Eugene Lynne (Survey Subconsultant) will complete the following tasks:

- Recover, check, and densify survey project control:
  - Follow HKS survey control diagram (6 control points listed PCD dated 12/21/18)
  - Vertical Control is based on NGS PID: 'KK1432'/Designation: "JEFFCO RESET" with published elevation of 5557.96 on North American Vertical Datum 88.
  - Horizontal Control is based on Colorado State Plane North Zone North American Datum 83 (2011 adjustment).
  - Update Project Control Diagram with supplemental control points according to CDOT specifications.
- Provide supplemental design survey checks for areas of concern and areas beyond original mapping limits
  - Per design engineer, there are several areas within the existing survey limits that do not have adequate density of points and/or detail of planimetrics. Specifically, at paved and gravel access points (alleys, driveways, parking etc.)
  - Survey to be extended north and south of the 120<sup>th</sup> Avenue corridor boundary where catch points are beyond the current design survey limits.
  - Obtain finished floor elevations for several parcels as directed by the design engineer.
  - Obtain BNSF permit for non-invasive survey for topo of rail shots within the corridor limits. Includes time to update e-Rail Safe training, BNSF permit processing fee and flagger fee.
  - Verify survey at crucial design areas and take ownership of mapping data.
- As-Built the Storm Drainage, Pond and Roadway Improvements constructed with breakout storm drainage package.
  - Measure inverts in/out of manholes, inlets and outfall points and provide an as-built file in MicroStation SS2 format.
  - Provide a topography map for the recently constructed pond. Tops and toes will be modeled including trickle channel, inlet and outlet structure details, but volume verification is not a concern.
- Verify boundary (ROW and parcel) linework
  - Perform parcel research through the City and County of Broomfield's Clerk and Recorder's Office
  - Perform field ROW search including boundary monumentation, ROW markers and property pins.
- Develop CDOT ROW plans depicting six (6) permanent easement documents (description and exhibit) for five (5) identified parcel impacts

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- Order title commitments for five impacted parcels
- Develop descriptions and exhibits for six Permanent Easements (2 within BNSF property)
- Twenty Temporary Easements anticipated at this time with descriptions excluding exhibits
- Include Ownership Map and Land Survey Control Diagram in accordance with CDOT requirements
- Attend Coordination Meetings (4 anticipated)

Deliverables:

Project Control Diagram  
ROW Plans  
SUE Plans (signed and sealed PDF)

Assumptions:

Broomfield will obtain Permissions to Enter for survey and SUE field work

Exclusions:

Right of Way acquisition services

Task 4: Environmental Services

The project team will prepare resource memos to support CDOT in the preparation of the Categorical Exclusion (CatEX) using CDOT Form 128. Memos will be submitted to Broomfield and then to CDOT for review and approval.

Task 4.1 Environmental Scoping

The environmental team will schedule an Environmental Scoping Meeting with CDOT to review and project and the CDOT Environmental Scoping Form to confirm resources and the appropriate level of effort for each. Preparation of a detailed Project Description and Study Area, outlining the limits of the project and proposed improvements will be included.

Assumptions:

- Assume this will be a virtual meeting.

Deliverables:

CDOT Environmental Scoping Form  
Project Description and Study Area memo

Task 4.2 Environmental Resource Memos

Resource Memos will be prepared to document existing conditions, including environmental, social, and economic factors. Each memo will detail the current state of resources within the Study Area and impacts based on the proposed design.

Air Quality

It is anticipated that this project will not trigger air quality monitoring to mitigation requirements. The Consultant will prepare a memo for CDOT review and approval.

Assumptions:

- Project will not trigger air quality modeling or mitigation.

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Deliverables:

Air Quality Exempt Memo

Environmental Justice

The Consultant will document environmental justice populations adjacent to, or with potential to be impacted by the project. A desktop analysis of census data by block groups will review for presence of the following populations:

- Low-income households
- Ethnic or Racial Minority groups
- Limited English-speaking households
- Disabled persons

Deliverables:

Environmental Justice Memo

Biological Resources

A field visit will occur to identify and delineate biological resources within the Study Area for the following resources:

- Noxious weeds – The Consultant will utilize available databases that identify noxious weed populations and field verify potential locations of noxious weed populations. The noxious weed shapefile will include point locations of noxious weed populations that were observed or field verified based on available datasets.
- Wetland Determination (survey) – Conduct an initial desktop wetlands review. If it is determined that wetlands have potential to exist within the Study Area, a wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the US Army Corps of Engineers (Corps).
- Migratory Birds and Raptors – Conducted for all migratory birds that could potentially occur within the Study Area and be affected by the project. Additionally, CPW Recommended Buffers Zones and Seasonal Restrictions for Colorado Raptors will be reviewed and surveyed
- Threatened and Endangered Species (T&E) – Review and conduct an initial threatened and endangered species assessment (USFWS IPaC) for all Federal and State listed T&E species that could potentially occur in or be impacted by the project. This includes the five species that occur downstream of the project site along the South Platte River. If it is determined that habitat or potential habitat for any listed species occurs, formal consultation following Section 7 with USFWS is needed as well as consultation with CPW for state listed species.

Assumptions:

- No GPS unit/rental needed for this project.

Deliverables:

Biological Resources Report

Exclusions:

Section 404 permitting  
Wetland Finding Report  
Section 7 Consultation  
SB 40 certification



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Limited Hazardous Materials Assessment – Initial Site Assessment (ERO)

ERO will conduct a Limited Hazardous Materials Assessment – ISA for hazardous materials for the project area. The assessment will generally conform to CDOT ISA requirements detailed in CDOT’s Hazardous Material Guidance, dated June 2018. To complete this task, ERO will conduct a visual site inspection of the project area. The purpose of the inspection is to document environmental concerns. ERO will document the general site setting, such as current use(s) of the project area and adjoining properties, and general hydrogeologic and topographic features. ERO will provide a general description of structures and other improvements and identify the following site conditions, if they are observed during the site inspection:

- The quantity, type, and storage system for hazardous substances and petroleum products in connection with identified uses.
- Tanks, containers, drums, barrels, and other systems used for storing hazardous substances and petroleum products not connected to identified uses.
- Aboveground and underground storage tanks.
- Pits, ponds, lagoons, and other features potentially used for storage and/or disposal of hazardous substances and petroleum products.
- Odors, pools of liquids, stained soils and pavement, and stressed vegetation.
- Electrical equipment potentially containing polychlorinated biphenyls (PCBs).
- Potential lead-based paint (LBP); samples may need to be taken at additional cost).
- A cursory inspection of the project area for potential asbestos-containing materials.

The following issues are specifically excluded from the ISA: radon and lead in drinking water.

ERO will also conduct a search of records and files from a variety of sources and compile information pertaining to current and past environmental conditions. This search may include the following information:

- Topographic, land use, and environmental resource maps.
- Aerial photographs.
- County and city records.
- State and federal databases.

Based on the information gathered during this record search and site inspection, ERO will compile the information and findings into one detailed written report that includes the site description, records review, site reconnaissance, and conclusions. The ISA report will be delivered as a draft to Broomfield for review and comment prior to being submitted to CDOT.

Assumptions:

- Broomfield will arrange and obtain written permission to access the project area.
- Broomfield will provide all required engineering plans and specifications.
- One round of revisions for the ISA report based on CDOT’s comments is included in this SOW and no other revisions will be needed.

Deliverables:

- Draft and Final ISA report delivered to Broomfield via email.
- Final ISA report submitted as a PDF document to CDOT via email.

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#### Lead-Based Paint Sampling

ERO will subcontract with DS Environmental Consulting (DS) to provide a Certified LBP Inspector to perform a limited LBP screening of accessible painted structures, signs, and poles in the project area using a handheld X-Ray fluorescence analyzer per manufacturer specifications.

#### Assumptions:

- DS will only test materials that can be safely accessed without additional equipment (e.g., man lifts, fall protection, and traffic control equipment).
- No paint chip samples, to be analyzed by a laboratory for lead by flame atomic absorption, will be collected as part of this limited field screening.

#### Deliverables:

DS will prepare and submit a final report to ERO via email and provide necessary consulting regarding the results of the limited screening.

#### Cultural Resources - History (ERO)

Compliance with Section 106 of the National Historic Preservation Act (NHPA) for historical resources is required as part of the NEPA documentation and CatEx process. ERO has completed a preliminary file search and literature review of the project area to assist in determining if the project has the potential to cause effects on historical resources. Consequently, ERO concluded that the project has the potential to cause effects on historical resources including Colorado & Southern Railroad (5BF70.7), Burlington Northern Santa Fe Railroad (5BF47.3 and 5BF47.7), and West 120th Avenue. Therefore, ERO prepared the following tasks to identify and document historical resources in the area of potential effects (APE) and to provide CDOT with an eligibility and effects report.

ERO will perform a file search and literature review to identify potential historic properties in the project area and surrounding region within a 0.25-mile buffer. For the record searches, ERO will conduct a formal file search with OAHP and review other relevant records (such as the CDOT Historic Sites Viewer, Historic Street Cars of Colorado, historical aerial photography, USGS quadrangles and highway maps, and county assessor records) to identify previously evaluated and potential historical resources in the APE. The results of the formal records review will be provided to CDOT in an email to define the APE.

After the APE is defined, ERO will conduct a pedestrian survey to document historical resources in the APE. All historical resources encountered will be documented on relevant OAHP site forms, mapped, photographed, and recorded using a submeter Trimble DA2 with Trimble Catalyst Service positioning system (GPS) unit. Previously recorded and newly identified historical resources will be assessed for their eligibility to be listed in the National Register of Historic Places (NRHP) per 36 CFR 60.4 of the NHPA, 1966, as amended.

Following the cultural resource survey, ERO will prepare a summary of the eligibility of historical resources in the APE and potential project effects on the resources. The history summary will be drafted on CDOT letterhead and will provide information sufficient for CDOT to conduct an independent evaluation of the survey and to conduct consultation with the SHPO regarding potential project effects on historic properties.

#### Assumptions:

- Based on current wait times, ERO assumes the OAHP will return file search results within 15 to 20 business days. A rush order may be requested for an additional \$300 fee.
- This SOW assumes no changes to the APE will occur after CDOT defines the APE.
- ERO will not complete the cultural resource survey until after CDOT defines the APE.
- ERO will attend one virtual meeting with the CDOT historian to discuss the APE.

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- If right-of-way acquisitions or easements are needed from more than one parcel containing historical buildings or structures 45 years or older, ERO will contact the Client to negotiate a new cost estimate.
- ERO anticipates the project will require documentation and evaluation of up to five resources. Should the survey result in the identification of additional resources, ERO will contact Broomfield immediately after the survey is completed to negotiate a new cost estimate.
- If the project results in an adverse effect on cultural resources eligible for listing in the NRHP, ERO will provide these services under a separate SOW.
- This SOW includes one round of report edits.

**Deliverables:**

Email requesting that CDOT define the APE delivered to CDOT.  
Draft and final historical resources letter report and accompanying site forms delivered to Broomfield and CDOT via email.

**Noise Analysis**

It is anticipated that this project will not trigger any noise mitigation requirements. The Consultant will prepare a memo for CDOT review and approval that this project qualifies as a Type 1 project and additional traffic noise modeling is not required for this project.

**Deliverables:**

Noise Analysis Exempt Memo

**Exclusions:**

Traffic Noise Analysis

**Recreational Resources**

The Consultant will use City and County Park data to document recreational resources within and adjacent to the study area. Resources that qualify for Section 4(f)/6(f) protection will be identified.

**Deliverables:**

Recreational Resources Report

**Exclusions:**

Section 4(f)/6(f) formal coordination

**Visual Analysis**

The Consultant will prepare a Visual Impact Analysis Questionnaire for CDOT review and approval. Any visual impacts will be considered and mitigation will be incorporated into design.

**Deliverables:**

Visual Impact Analysis Questionnaire

**Exclusions:**

Visual Impact Analysis

**Task 4.3 FIR/FOR Plan Reviews**

Review FIR and FOR plan sets and incorporate any environmental notes, special provisions, or mitigation items necessary.

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#### Task 5: FIR Preliminary (60%) Design

Preliminary design will update the 2021 AD plans to show the infrastructure built as part of the previous drainage construction as existing. Updated BNSF Railroad sheets/exhibits will be provided to discuss ROW implications and prepare for coordination with BNSF. No other design updates are anticipated for FIR design.

A portion of the existing 12-inch and 24-inch water lines will need to be relocated to accommodate the roadway improvements. It is assumed that approximately 600 feet of 12-inch water line and 200 feet of 24-inch water line will need to be lowered in order to achieve minimum depth requirements (this is a design addition from the 2021 plans). Waterline quantities will be added to the SAQ but horizontal alignments will not be included in the plan set for FIR.

The roadway design shall be performed using Bentley's Inroads SS2 design software. The Consultant shall provide Broomfield the electronic drawing and design files upon completion of the project.

The Preliminary (60%) Design package will include the following:

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Survey Control Diagram and Tabulation
- Geometric Control Layout
- Removal Plans
- Roadway Plan and Profiles
- Railroad Crossing Plan
- Stormwater Drainage Plans
- Traffic Signage and Striping Plans
- Roadway Cross Sections (50 feet interval)
- Specification Index
- Engineer's Opinion of Probable Cost

A preliminary design review meeting will be held upon completion of review by Broomfield and CDOT to review comments and resolve any proposed changes to the project prior to commencement of final design.

#### Deliverables:

- Preliminary (60%) Design Plans (PDF)
- Specifications Index (PDF)
- Engineer's Opinion of Probable Cost (PDF)

#### Exclusions:

- Updated Drainage Report
- Tabulations of Quantities
- Summary of Earthwork
- Right of Way Plans
- Drainage structure sections
- SWMP Narrative, Tabs and Site Maps
- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)

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Lighting Design  
Water Line Plan  
Construction Phasing Plan

#### Task 6: Final (90%) Design

Following the completion of the Preliminary Design review meeting, the design plan package will be updated to address minor comments received on the preliminary (60%) plans. No significant design changes are anticipated for 90% submittal. The comments will be addressed based on the agreed upon comment resolutions established during the preliminary design review meeting. All comment resolutions will be documented in a comment resolution matrix, which will accompany the Final Design submittal.

Drainage updates will be limited to updating the culvert design at the railroad. It is assumed there will be no hydrology updates and no changes to the storm drain design. Storm drain analysis and profiles will be updated to reflect the as-built tie-in information and utility crossings on profiles will be updated to reflect the SUE investigation.

The final plan submittal will include the addition of quantity tabulations, drainage structure profiles, SWMP narrative and site maps, and water line plan and profile.

Railroad coordination will be completed at or prior to this phase and revised plans will be submitted to the Railroad when all relevant elements of the crossing design are complete.

Detailed construction phasing plans will be updated to provide construction traffic control plans and tabulations. The construction traffic control will be designed to correspond to the agreed upon construction phasing plan.

The Final (90%) Design package will include the following:

- Title Sheet
- Standard Plans List
- Typical Sections
- General Notes
- Summary of Approximate Quantities
- Tabulation of Quantities
- Survey Control Diagram and Tabulation
- Right of Way Plans
- Geometric Control Layout
- Removal Plans
- Roadway Plans and Profiles (including necessary details)
- Railroad Crossing Plan
- Stormwater Drainage Plans (including necessary details)
- SWMP Narrative, Tabs, Site Maps
- Utility Plans (if necessary)
- Water Line Plan and Profiles (2 assumed)
- Water Service Line Plans
- Fire Hydrant Relocation Plan and Profiles
- Construction Phasing Plan
- Construction Traffic Control Plans and Tabulations
- Traffic Signage and Striping Plans, Tabulations, and Details

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- Roadway Cross Sections (50 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

A final design review meeting will be held upon completion of review by Broomfield and CDOT to review comments and resolve any proposed changes to the project prior to the development of plans for advertisement (AD).

**Deliverables:**

- Final (90%) Design Plans (PDF)
- Specifications (PDF)
- Engineer's Opinion of Probable Cost (PDF)
- Preliminary (60%) comment resolution (PDF)
- Final Drainage Report (PDF)

**Exclusions:**

- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)
- Lighting Design

**Task 7: AD (100%) Design**

Following the completion of the Final Design review meeting, the design plans will be updated to address any remaining comments received on the final (90%) plans. The comments will be addressed based on the agreed upon comment resolutions established during the review meeting. All comment resolutions will be documented in a comment resolution matrix, which will accompany the AD submittal.

The AD plan submittal will include the same design plans sheets, specifications and engineer's opinion of probable cost which were included in the Final (90%) design submittal.

The Consultant will provide support for solicitations as part of this Project, including attending any pre-bid meetings and answering questions received during the solicitation bidding process.

**Deliverables:**

- AD (100%) Design Plans (PDF)
- Specifications (PDF)
- Engineer's Opinion of Probable Cost (PDF)
- Final (90%) comment resolution (PDF)

**Project Exclusions**

The following items are excluded from the design services scope of work.

- Right of Way acquisition services
- Analysis of the offsite storm system under Commerce Street (will maintain assumptions from previous design)
- **Per Scoping meeting on 11/19 with Broomfield, excluding investigation of incorporation of narrow crusher fines trail or sidewalk on the west end of the project (Commerce Street to Emerald Lane)**
- Analysis of offsite storm system under Commerce Street (will maintain assumptions from previous design)
- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)
- Construction Design Services, Management, Inspection

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- Lighting Design
- Railroad diagnostic meeting

Proposed Schedule

The following schedule is based on those key milestone dates and assumes a design notice to proceed on December 18, 2024. The following schedule assumes a two-week review period by County staff after each plan set submittal.

- Notice to Proceed: Mid December 2024
- SUE Investigation and Documentation/ROW Survey: December through April 2025
- Preliminary (60%) Design: December – January 2025
- Preliminary Design Review: February 2025
- Final (90%) Design: February – May 2025
- Final Design Review: June 2025
- BNSF Railway Review: February– August 2025
- AD Design: December 2025

Estimated Fee

Muller estimates that Scope of Work outlined above can be completed for a not-to-exceed fee of \$457,900.

Thank you for the opportunity to assist Broomfield with this task. Please let us know if you have any questions or comments on the scope and fee. We look forward to continuing to work with you.

Sincerely,  
MULLER ENGINEERING COMPANY, INC.

A handwritten signature in blue ink that reads "E. Grace Schlager".

E. Grace Schlager, PE  
Project Manager

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Enclosures:

- Overall Project Fee Estimate
- Goodbye Scope and Fee



## EXHIBIT C INSURANCE REQUIREMENTS

### CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS for CCOB & CDOT Contracts

1. All insurers must be licensed or approved to do business within the State of Colorado.
2. Contractor/Vendor's insurance carriers should have an A.M. Best Company rating of at least A- VII.
3. Additional Insured - City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations).
4. Primacy of Coverage – Coverage required of Contractors and Subcontractors shall be primary and non-contributory to any insurance carried by the City and County of Broomfield.
5. All subcontractors must meet the same insurance requirements for the Contract or Purchase Order unless Risk Management has approved a deviation.
6. Subrogation Waiver – All insurance policies required under this Contract maintained by Contractor or its Subcontractors shall waive all rights of recovery against City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield.
7. Cancellation, Change in Coverage or Limits– The above insurance policies shall include provisions preventing cancellation, non-renewal, or reduction in coverage or limits of any insurance, without at least 30 days prior notice to Contractor/Vendor and Contractor/ Vendor shall forward such notice to within seven days of receipt of such notice.
8. Certificates – Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the City and County of Broomfield within 5 days of:
  - a. the effective date of the Contract
  - b. the expiration date of any coverage
  - c. a request by the City and County of Broomfield
9. Separation of Insureds. All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision in the general liability policy.
10. City and County of Broomfield in no way warrants that the limits required herein are sufficient to protect the Contractor/Vendor from liabilities that may arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or type.
11. All parties understand and agree that the City and County of Broomfield is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations, immunities, protections or any other rights provided by the Colorado Governmental Immunity Act.
12. The City and County of Broomfield reserves the right to negotiate additional specific insurance requirements at the time of the Contract.
13. The City and County of Broomfield and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.
14. Contractors must carry all insurance or purchase the below insurance. No insurance will be waived for CDOT contracts.

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

<b>Insurance Requirements for CCOB &amp; CDOT Contracts</b>				
	<b>COVERAGES AND LIMITS OF INSURANCE</b>	<b>Required</b>		
1.	<p><b>Commercial General Liability</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	<p>Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$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)</li> <li>\$50,000 any 1 fire</li> </ul>		
2.	<p><b>Automobile Liability</b></p> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>		
3.	<p><b>Workers' Compensation</b></p> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</li> </ul> <p><b>Note: 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.</b></p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>		
4.	<p><b>Professional Liability</b></p> <ul style="list-style-type: none"> <li>Contractor will purchase and maintain professional liability insurance covering any damages caused by an error, omission or negligent professional act to include the following coverages:                             <ul style="list-style-type: none"> <li>Limited Contractual Liability</li> <li>If coverage is Claims Made, a retroactive date prior to the inception of the work</li> <li>If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased</li> </ul> </li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Per Claim /Aggregate</li> </ul>		
5.	<p><b>Umbrella or Excess Liability Coverage</b></p> <ul style="list-style-type: none"> <li>Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>Limits of at least: \$1,000,000 per occurrence</li> </ul>		
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The State of Colorado - Colorado Department of Transportation and 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, Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations), and Umbrella or Excess Liability insurance policies. A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holders are:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                     City and County of Broomfield                      One DesCombes Drive                      Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a> </td> <td style="width: 50%; vertical-align: top;">                     Colorado Department of Transportation, CDOT Region 1                      2829 W. Howard Place                      Denver, CO 80204                      Attn: Maria Hajiaghaee <a href="mailto:Maria.hajiaghaee@state.co.us">Maria.hajiaghaee@state.co.us</a> </td> </tr> </table>			City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a>	Colorado Department of Transportation, CDOT Region 1 2829 W. Howard Place Denver, CO 80204 Attn: Maria Hajiaghaee <a href="mailto:Maria.hajiaghaee@state.co.us">Maria.hajiaghaee@state.co.us</a>
City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a>	Colorado Department of Transportation, CDOT Region 1 2829 W. Howard Place Denver, CO 80204 Attn: Maria Hajiaghaee <a href="mailto:Maria.hajiaghaee@state.co.us">Maria.hajiaghaee@state.co.us</a>			

No deviations below the standards given above will be approved by the City and County of Broomfield's Risk Management office for CDOT contracts.

**EXHIBIT D**  
**INTERGOVERNMENTAL AGREEMENT WITH CDOT OCTOBER 26, 2023**

## EXHIBIT E FEDERAL UNIFORM GRANT GUIDANCE REQUIRED CONTRACT CLAUSES

The Parties to the Agreement to which this Exhibit is attached hereby acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In accordance with 2 C.F.R. 200.327 the following provisions are hereby added and incorporated into the Agreement; to the extent that the terms of the Agreement and this exhibit conflict, the terms of this exhibit shall control. During the performance of this Agreement, the Consultant agrees as follows:

**A. SUPPLEMENTAL DEFAULT AND REMEDY PROVISIONS.** (Applicable to all contracts and subcontracts in excess of \$150,000, the simplified acquisition threshold. See 2 CFR Part 200, Appendix II(A)) In addition to the contractual, administrative and legal provisions within the Agreement to which this Exhibit is attached and incorporated into, the following Default and Remedy provisions apply.

1. Contractor's failure to perform or observe any term, covenant or condition of this document or failure to fulfill in a timely and proper manner its obligations under this Agreement shall constitute an event of default under this Agreement. Each of the following shall also constitute an event of default ("Event of Default") under this Agreement:
  - (a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.
  - (b) Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (v) takes action for the purpose of any of the foregoing.
  - (c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
3. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy

Except as modified herein, all terms and conditions of the existing contract between the parties remain in full force and effect.

**B. TERMINATION FOR CONVENIENCE OF CITY.** (Applicable to all contracts and subcontracts in excess \$10,000. see 2 CFR Part 200, Appendix II(B))

1. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective
2. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the City. Such actions shall include, without limitation:
  - (a) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
  - (b) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - (c) Terminating all existing orders and subcontracts.
  - (d) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - (e) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - (f) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
  - (g) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
3. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
  - (a) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice. Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
  - (b) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
  - (c) The reasonable cost to Contractor of handling material or equipment returned to vendor, delivered to the City or otherwise disposed of as directed by the City.

4. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection 3. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs related to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection 3.
5. In arriving at the amount due to Contractor under this Section, City may deduct:
  - (a) All payments previously made by City for work or other services covered by Contractor's final invoice;
  - (b) Any claim which City may have against Contractor in connection with this Agreement;
  - (c) Any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 4; and
  - (d) In instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
6. City's payment obligation under this Section shall survive termination of this Agreement.

**C. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.** (Applicable to all federally assisted construction contracts as defined in 41 CFR Part 60-1.3 by grantees and their contractors and subcontractors, in excess of \$10,000; see 2 CFR Part 200, Appendix II(C)).

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**D. DAVIS-BACON ACT COMPLIANCE.** (Applicable to prime construction contracts exceeding \$2,000; see 2 CFR Part 200, Appendix II(D))

1. The Contractor shall comply with 40 U.S.C. 3141-3148 as supplemented by 29 C.F.R. Part 5.

2. All laborers and mechanics employed by the Contractor on construction work pursuant to this Agreement, and subject to the provisions of the federal acts and regulations listed herein, shall be paid wages at rates not less than the prevailing wages on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. In addition, the Contractor must pay wages not less than once a week.

3. The parties acknowledge that the City must report all suspected or reported violations to the Federal awarding agency.

4. The Contractor shall also comply and ensure subcontractor compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As such Contractor and any subcontractors thereof are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City must report all suspected or reported violations to the Federal awarding agency.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE.** (Applicable to agreement is in excess of \$100,000 and involving the employment of mechanics or laborers; see 2 CFR Part 200, Appendix II(E)).

The Contractor shall comply with the following:

1. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

2. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR 5.5(b)(2) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

3. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

4. *Payrolls and basic records.*

(a) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(b) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (a) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.



5. *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (1) through (5) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (1) through (5) of this clause.

6. *Work Conditions*. Contractor shall comply with 40 U.S.C. 3704 as it is applicable to construction work. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **INVENTIONS MADE UNDER THE AGREEMENT**. (Applicable to federally funded contracts for the performance of experimental, developmental, or research work; see 2 CFR Part 200, Appendix II(F) )

If the Federal award providing funding for this Agreement meets the definition of “funding Agreement” under 37 CFR § 401.2 (a) and this Agreement is between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that Funding Agreement, the City and Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **CLEAN AIR AND CLEAN WATER ACTS COMPLIANCE**. (Applicable to all contracts and subcontracts in excess \$150,000; see 2 CFR Part 200, Appendix II(G))

1. Clean Air Act.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act at 42 U.S.C. § 7401 et. seq.
- (b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the Federal reporting agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. Federal Water Pollution Control Act.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq.
- (b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the Federal reporting agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. **DEBARMENT AND SUSPENSION**. (Applicable to all contracts and subcontracts; see 2 CFR Part 200, Appendix II(H)) Contractor acknowledges that a contract utilizing Federal funding may not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM). 2 CFR Part 200, Appendix II(H).

In addition, Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

I. **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE.** (Applicable to awards or contracts of \$100,000; see 2 CFR Part 200, Appendix II(I)) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification set forth in CERTIFICATION REGARDING LOBBYING, 44 C.F.R. Part 18, Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. **PROCUREMENT OF RECOVERED MATERIALS.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(J)) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Contractor also agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

K. **PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(K)) Contractor and subcontractor, if applicable are prohibited from expending funds arising from this contract to:

- (a) Procure or obtain;
- (b) Extend or renew a contract to procure or obtain; or
- (c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company of ZTE Corporation (or any subsidiary or affiliate of such entities.
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications, equipment produced by Hytera

- Communications Corporation, Hangzhou Hikvision Digital technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced by an entity that the Secretary of Defense in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information. See also 2 CFR 200.471.

**L. DOMESTIC PREFERENCE.** (To the extent applicable by law; See 2 CFR Part 200, Appendix II(L))

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pie; aggregates such as concrete; glass, including optical fiber; and lumber.

**N. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

1. If subcontracts are to be let, Contractor must take the following affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus firms are used when possible:
  - (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. **ADDITIONAL REQUIREMENTS OF FUNDING SOURCE AGENCY.** Finally, the Parties additionally agree that Federal Funding source agency rules and regulations may require the incorporation and additional legal or regulatory references or contract provisions and nothing herein by this Exhibit is intended to revise, negate or conflict with any such necessary provision, rather the intent is to summarize and memorialize all applicable provisions, to the extent possible.

**EXHIBIT I**  
[FHWA Form 1273](#)

**EXHIBIT J**  
[Additional Federal Provisions](#)

**EXHIBIT K**  
[FFATA Supplemental Federal Provisions](#)

**EXHIBIT M**  
[OMB Uniform Guidance](#)

December 9, 2024



Ms. Joliette Woodson  
Transportation Engineer – Community Development  
City and County of Broomfield  
One Descombes  
Broomfield, CO 80020

RE: West 120<sup>th</sup> Avenue Complete Street Design Scope and Fee

Dear Joliette:

This letter is to document the requested scope and fee for the West 120<sup>th</sup> Avenue Complete Street Design. The design process will update the 2021 AD plans and incorporate the drainage breakout project constructed in 2023.

The design process will develop construction plans for the complete street improvements to West 120<sup>th</sup> Avenue between Commerce Street and State Highway 287. The goal is to transform this historically significant corridor into a safe and efficient roadway that addresses long-standing issues such as inadequate drainage, poor lighting, and the lack of pedestrian and bicycle facilities.

The tasks associated with the additional design work include ROW, supplemental survey, subsurface utility engineering (SUE), public involvement support, roadway design, traffic design, drainage design, and construction phasing plans.

#### Task 1: Project Administration/Management/Meetings

The Consultant will be responsible for submitting invoices to the City and County of Broomfield (Broomfield) Project Manager (PM) as well as providing other project administration services throughout the project. The Consultant will be responsible for the day-to-day management and coordination of the tasks in the detailed Scope of Services and associated fee submitted with the technical proposal.

Throughout the project, several meetings will take place to coordinate work and design elements. These project meetings will include participants from the Consultant, Broomfield, and other project stakeholders, as necessary. All project meetings shall be scheduled by the Consultant. Meeting agendas shall be prepared by the Consultant for all project meetings listed and shall be approved by the Broomfield PM prior to the meeting. The Consultant shall be responsible for creating meeting minutes to detail the discussions, decisions, and resulting action items from each meeting. The Consultant shall distribute the meeting minutes to all attendees for concurrence prior to issuing the final meeting minutes. Unless stated otherwise, it is anticipated that the meetings will take place virtually.

#### **Project Kickoff Meeting**

As an initial step in the project process, Consultant will conduct a 1-hour virtual project kickoff meeting with the Broomfield PM (and other staff at Broomfield's discretion), Colorado Department of Transportation (CDOT) Region 1 Local Agency Engineer, Muller PM, and Muller Principal-in-Charge (PIC) as well as Muller's roadway and traffic discipline leads. At this meeting, the design team will bring the group up to date with the project history, design approaches, past public involvement, and railroad involvement. The purpose of the meeting will be for the CDOT Region 1 Local Agency Engineer to provide additional input on the CDOT expectations for the required clearances, funding requirements, and deliverables.

### **BNSF Kickoff Meeting**

To restart the railroad coordination process, the Consultant will schedule a separate Burlington Northern and Santa Fe Railroad (BNSF) kickoff meeting with the design team and BNSF. It is anticipated that four Muller staff members (PIC, PM, Traffic Lead, Senior Traffic Engineer) will attend this meeting virtually. At this meeting, the Consultant will re-establish connection with BNSF and review the previous design of the sidewalk railroad crossing. The design team will then determine the requirements that must be fulfilled for final design.

### **Project Design Schedule**

Upon completion of the Project Kickoff Meeting, the Consultant PM will prepare a project design schedule to present at the Scoping Meeting.

### **Bi-Weekly Project Meetings**

The Consultant shall schedule 30 minute bi-weekly project meetings with Broomfield PM to coordinate and discuss project status, project schedule design decisions, and other coordination topics. A total of 20 progress meetings was assumed for purposes of the fee estimate. It is anticipated that two Muller staff members (PIC, PM) will attend each meeting virtually.

### **Scoping Meeting**

The scoping meeting (1.5 hours) will allow the Muller team and Broomfield to present the project design to the CDOT specialty units and Broomfield staff. It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend virtually. This will allow CDOT to respond to our design and approach and inform us what deliverables are required to complete the project according to the CDOT Local Agency Desk Reference and the Transportation Alternatives Program (TAP) funding requirements. The Consultant will provide existing plans and documents (electronically) to CDOT in advance of the meeting for their review.

### **Field Inspection Review Meeting (60%)**

The Consultant shall hold a preliminary design review (60%) meeting with Broomfield once the design and plan set have incorporated changes from the previous construction package. It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend in-person. The Consultant shall submit the design plans and cost estimate to Broomfield ten (10) working days in advance of the meeting to allow for review. The primary purpose of the design review meeting is to confirm or discuss the primary design elements of the plan and discuss the engineer's opinion of probable construction cost (OPCC).

### **Final Design Review Meeting (90%)**

The Consultant shall hold a final design review meeting (90%) with Broomfield after preparing a complete set of plans, specifications, and estimates (PS&E). It is anticipated five Muller staff members (PIC, PM, Roadway PE, Traffic PE, Environmental Lead) will attend in-person. The Consultant shall submit documents to Broomfield ten (10) working days in advance of the meeting to allow for review. The primary objective of the meeting will be to discuss any proposed changes or concerns with the documents prior to advertising the project for construction bids.

#### **Deliverables:**

- Monthly Invoices and Progress Reports
- Meeting Materials and Minutes for Scoping, FIR, and FOR meetings
- Comment Response documentation

### Task 2: Public Involvement

Broomfield will be the primary organizer of the public involvement effort to communicate the proposed changes and project construction to the public and stakeholders adjacent to the intersection improvements.

The Consultant will attend up to two (2) in-person community meetings and two (2) property owner meetings. It is anticipated three Muller staff members (PIC, PM, Roadway PE) will attend the community meetings in person. It is anticipated two Muller staff members (PM, Roadway PE) will attend the property owner meetings in person. The Consultant will also assist Broomfield in preparing presentation content for each meeting.

Deliverables:

Meeting Presentation materials

### Task 3: Survey, Subsurface Utility Engineering (SUE) and Right-of Way

See attached Goodbee Scope and Fee.

Eugene Lynne (Survey Subconsultant) will complete the following tasks:

- Recover, check, and densify survey project control:
  - Follow HKS survey control diagram (6 control points listed PCD dated 12/21/18)
  - Vertical Control is based on NGS PID: "KK1432"/Designation: "JEFFCO RESET" with published elevation of 5557.96 on North American Vertical Datum 88.
  - Horizontal Control is based on Colorado State Plane North Zone North American Datum 83 (2011 adjustment).
  - Update Project Control Diagram with supplemental control points according to CDOT specifications.
- Provide supplemental design survey checks for areas of concern and areas beyond original mapping limits
  - Per design engineer, there are several areas within the existing survey limits that do not have adequate density of points and/or detail of planimetrics. Specifically, at paved and gravel access points (alleys, driveways, parking etc.)
  - Survey to be extended north and south of the 120<sup>th</sup> Avenue corridor boundary where catch points are beyond the current design survey limits.
  - Obtain finished floor elevations for several parcels as directed by the design engineer.
  - Obtain BNSF permit for non-invasive survey for topo of rail shots within the corridor limits. Includes time to update e-Rail Safe training, BNSF permit processing fee and flagger fee.
  - Verify survey at crucial design areas and take ownership of mapping data.
- As-Built the Storm Drainage, Pond and Roadway Improvements constructed with breakout storm drainage package.
  - Measure inverts in/out of manholes, inlets and outfall points and provide an as-built file in MicroStation SS2 format.
  - Provide a topography map for the recently constructed pond. Tops and toes will be modeled including trickle channel, inlet and outlet structure details, but volume verification is not a concern.
- Verify boundary (ROW and parcel) linework
  - Perform parcel research through the City and County of Broomfield's Clerk and Recorder's Office
  - Perform field ROW search including boundary monumentation, ROW markers and property pins.
- Develop CDOT ROW plans depicting six (6) permanent easement documents (description and exhibit) for five (5) identified parcel impacts



- Order title commitments for five impacted parcels
- Develop descriptions and exhibits for six Permanent Easements (2 within BNSF property)
- Twenty Temporary Easements anticipated at this time with descriptions excluding exhibits
- Include Ownership Map and Land Survey Control Diagram in accordance with CDOT requirements
- Attend Coordination Meetings (4 anticipated)

Deliverables:

Project Control Diagram  
ROW Plans  
SUE Plans (signed and sealed PDF)

Assumptions:

Broomfield will obtain Permissions to Enter for survey and SUE field work

Exclusions:

Right of Way acquisition services

Task 4: Environmental Services

The project team will prepare resource memos to support CDOT in the preparation of the Categorical Exclusion (CatEX) using CDOT Form 128. Memos will be submitted to Broomfield and then to CDOT for review and approval.

Task 4.1 Environmental Scoping

The environmental team will schedule an Environmental Scoping Meeting with CDOT to review and project and the CDOT Environmental Scoping Form to confirm resources and the appropriate level of effort for each. Preparation of a detailed Project Description and Study Area, outlining the limits of the project and proposed improvements will be included.

Assumptions:

- Assume this will be a virtual meeting.

Deliverables:

CDOT Environmental Scoping Form  
Project Description and Study Area memo

Task 4.2 Environmental Resource Memos

Resource Memos will be prepared to document existing conditions, including environmental, social, and economic factors. Each memo will detail the current state of resources within the Study Area and impacts based on the proposed design.

Air Quality

It is anticipated that this project will not trigger air quality monitoring to mitigation requirements. The Consultant will prepare a memo for CDOT review and approval.

Assumptions:

- Project will not trigger air quality modeling or mitigation.

Deliverables:

Air Quality Exempt Memo

Environmental Justice

The Consultant will document environmental justice populations adjacent to, or with potential to be impacted by the project. A desktop analysis of census data by block groups will review for presence of the following populations:

- Low-income households
- Ethnic or Racial Minority groups
- Limited English-speaking households
- Disabled persons

Deliverables:

Environmental Justice Memo

Biological Resources

A field visit will occur to identify and delineate biological resources within the Study Area for the following resources:

- Noxious weeds – The Consultant will utilize available databases that identify noxious weed populations and field verify potential locations of noxious weed populations. The noxious weed shapefile will include point locations of noxious weed populations that were observed or field verified based on available datasets.
- Wetland Determination (survey) – Conduct an initial desktop wetlands review. If it is determined that wetlands have potential to exist within the Study Area, a wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the US Army Corps of Engineers (Corps).
- Migratory Birds and Raptors – Conducted for all migratory birds that could potentially occur within the Study Area and be affected by the project. Additionally, CPW Recommended Buffers Zones and Seasonal Restrictions for Colorado Raptors will be reviewed and surveyed
- Threatened and Endangered Species (T&E) – Review and conduct an initial threatened and endangered species assessment (USFWS IPaC) for all Federal and State listed T&E species that could potentially occur in or be impacted by the project. This includes the five species that occur downstream of the project site along the South Platte River. If it is determined that habitat or potential habitat for any listed species occurs, formal consultation following Section 7 with USFWS is needed as well as consultation with CPW for state listed species.

Assumptions:

- No GPS unit/rental needed for this project.

Deliverables:

Biological Resources Report

Exclusions:

Section 404 permitting  
Wetland Finding Report  
Section 7 Consultation  
SB 40 certification

#### Limited Hazardous Materials Assessment – Initial Site Assessment (ERO)

ERO will conduct a Limited Hazardous Materials Assessment – ISA for hazardous materials for the project area. The assessment will generally conform to CDOT ISA requirements detailed in CDOT’s Hazardous Material Guidance, dated June 2018. To complete this task, ERO will conduct a visual site inspection of the project area. The purpose of the inspection is to document environmental concerns. ERO will document the general site setting, such as current use(s) of the project area and adjoining properties, and general hydrogeologic and topographic features. ERO will provide a general description of structures and other improvements and identify the following site conditions, if they are observed during the site inspection:

- The quantity, type, and storage system for hazardous substances and petroleum products in connection with identified uses.
- Tanks, containers, drums, barrels, and other systems used for storing hazardous substances and petroleum products not connected to identified uses.
- Aboveground and underground storage tanks.
- Pits, ponds, lagoons, and other features potentially used for storage and/or disposal of hazardous substances and petroleum products.
- Odors, pools of liquids, stained soils and pavement, and stressed vegetation.
- Electrical equipment potentially containing polychlorinated biphenyls (PCBs).
- Potential lead-based paint (LBP); samples may need to be taken at additional cost).
- A cursory inspection of the project area for potential asbestos-containing materials.

The following issues are specifically excluded from the ISA: radon and lead in drinking water.

ERO will also conduct a search of records and files from a variety of sources and compile information pertaining to current and past environmental conditions. This search may include the following information:

- Topographic, land use, and environmental resource maps.
- Aerial photographs.
- County and city records.
- State and federal databases.

Based on the information gathered during this record search and site inspection, ERO will compile the information and findings into one detailed written report that includes the site description, records review, site reconnaissance, and conclusions. The ISA report will be delivered as a draft to Broomfield for review and comment prior to being submitted to CDOT.

#### Assumptions:

- Broomfield will arrange and obtain written permission to access the project area.
- Broomfield will provide all required engineering plans and specifications.
- One round of revisions for the ISA report based on CDOT’s comments is included in this SOW and no other revisions will be needed.

#### Deliverables:

- Draft and Final ISA report delivered to Broomfield via email.
- Final ISA report submitted as a PDF document to CDOT via email.

### Lead-Based Paint Sampling

ERO will subcontract with DS Environmental Consulting (DS) to provide a Certified LBP Inspector to perform a limited LBP screening of accessible painted structures, signs, and poles in the project area using a handheld X-Ray fluorescence analyzer per manufacturer specifications.

#### Assumptions:

- DS will only test materials that can be safely accessed without additional equipment (e.g., man lifts, fall protection, and traffic control equipment).
- No paint chip samples, to be analyzed by a laboratory for lead by flame atomic absorption, will be collected as part of this limited field screening.

#### Deliverables:

DS will prepare and submit a final report to ERO via email and provide necessary consulting regarding the results of the limited screening.

### Cultural Resources - History (ERO)

Compliance with Section 106 of the National Historic Preservation Act (NHPA) for historical resources is required as part of the NEPA documentation and CatEx process. ERO has completed a preliminary file search and literature review of the project area to assist in determining if the project has the potential to cause effects on historical resources. Consequently, ERO concluded that the project has the potential to cause effects on historical resources including Colorado & Southern Railroad (5BF70.7), Burlington Northern Santa Fe Railroad (5BF47.3 and 5BF47.7), and West 120th Avenue. Therefore, ERO prepared the following tasks to identify and document historical resources in the area of potential effects (APE) and to provide CDOT with an eligibility and effects report.

ERO will perform a file search and literature review to identify potential historic properties in the project area and surrounding region within a 0.25-mile buffer. For the record searches, ERO will conduct a formal file search with OAHP and review other relevant records (such as the CDOT Historic Sites Viewer, Historic Street Cars of Colorado, historical aerial photography, USGS quadrangles and highway maps, and county assessor records) to identify previously evaluated and potential historical resources in the APE. The results of the formal records review will be provided to CDOT in an email to define the APE.

After the APE is defined, ERO will conduct a pedestrian survey to document historical resources in the APE. All historical resources encountered will be documented on relevant OAHP site forms, mapped, photographed, and recorded using a submeter Trimble DA2 with Trimble Catalyst Service positioning system (GPS) unit. Previously recorded and newly identified historical resources will be assessed for their eligibility to be listed in the National Register of Historic Places (NRHP) per 36 CFR 60.4 of the NHPA, 1966, as amended.

Following the cultural resource survey, ERO will prepare a summary of the eligibility of historical resources in the APE and potential project effects on the resources. The history summary will be drafted on CDOT letterhead and will provide information sufficient for CDOT to conduct an independent evaluation of the survey and to conduct consultation with the SHPO regarding potential project effects on historic properties.

#### Assumptions:

- Based on current wait times, ERO assumes the OAHP will return file search results within 15 to 20 business days. A rush order may be requested for an additional \$300 fee.
- This SOW assumes no changes to the APE will occur after CDOT defines the APE.
- ERO will not complete the cultural resource survey until after CDOT defines the APE.
- ERO will attend one virtual meeting with the CDOT historian to discuss the APE.

- If right-of-way acquisitions or easements are needed from more than one parcel containing historical buildings or structures 45 years or older, ERO will contact the Client to negotiate a new cost estimate.
- ERO anticipates the project will require documentation and evaluation of up to five resources. Should the survey result in the identification of additional resources, ERO will contact Broomfield immediately after the survey is completed to negotiate a new cost estimate.
- If the project results in an adverse effect on cultural resources eligible for listing in the NRHP, ERO will provide these services under a separate SOW.
- This SOW includes one round of report edits.

Deliverables:

Email requesting that CDOT define the APE delivered to CDOT.  
Draft and final historical resources letter report and accompanying site forms delivered to Broomfield and CDOT via email.

Noise Analysis

It is anticipated that this project will not trigger any noise mitigation requirements. The Consultant will prepare a memo for CDOT review and approval that this project qualifies as a Type 1 project and additional traffic noise modeling is not required for this project.

Deliverables:

Noise Analysis Exempt Memo

Exclusions:

Traffic Noise Analysis

Recreational Resources

The Consultant will use City and County Park data to document recreational resources within and adjacent to the study area. Resources that qualify for Section 4(f)/6(f) protection will be identified.

Deliverables:

Recreational Resources Report

Exclusions:

Section 4(f)/6(f) formal coordination

Visual Analysis

The Consultant will prepare a Visual Impact Analysis Questionnaire for CDOT review and approval. Any visual impacts will be considered and mitigation will be incorporated into design.

Deliverables:

Visual Impact Analysis Questionnaire

Exclusions:

Visual Impact Analysis

Task 4.3 FIR/FOR Plan Reviews

Review FIR and FOR plan sets and incorporate any environmental notes, special provisions, or mitigation items necessary.

#### Task 5: FIR Preliminary (60%) Design

Preliminary design will update the 2021 AD plans to show the infrastructure built as part of the previous drainage construction as existing. Updated BNSF Railroad sheets/exhibits will be provided to discuss ROW implications and prepare for coordination with BNSF. No other design updates are anticipated for FIR design.

A portion of the existing 12-inch and 24-inch water lines will need to be relocated to accommodate the roadway improvements. It is assumed that approximately 600 feet of 12-inch water line and 200 feet of 24-inch water line will need to be lowered in order to achieve minimum depth requirements (this is a design addition from the 2021 plans). Waterline quantities will be added to the SAQ but horizontal alignments will not be included in the plan set for FIR.

The roadway design shall be performed using Bentley's Inroads SS2 design software. The Consultant shall provide Broomfield the electronic drawing and design files upon completion of the project.

The Preliminary (60%) Design package will include the following:

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Survey Control Diagram and Tabulation
- Geometric Control Layout
- Removal Plans
- Roadway Plan and Profiles
- Railroad Crossing Plan
- Stormwater Drainage Plans
- Traffic Signage and Striping Plans
- Roadway Cross Sections (50 feet interval)
- Specification Index
- Engineer's Opinion of Probable Cost

A preliminary design review meeting will be held upon completion of review by Broomfield and CDOT to review comments and resolve any proposed changes to the project prior to commencement of final design.

Deliverables:

- Preliminary (60%) Design Plans (PDF)
- Specifications Index (PDF)
- Engineer's Opinion of Probable Cost (PDF)

Exclusions:

- Updated Drainage Report
- Tabulations of Quantities
- Summary of Earthwork
- Right of Way Plans
- Drainage structure sections
- SWMP Narrative, Tabs and Site Maps
- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)

Lighting Design  
Water Line Plan  
Construction Phasing Plan

#### Task 6: Final (90%) Design

Following the completion of the Preliminary Design review meeting, the design plan package will be updated to address minor comments received on the preliminary (60%) plans. No significant design changes are anticipated for 90% submittal. The comments will be addressed based on the agreed upon comment resolutions established during the preliminary design review meeting. All comment resolutions will be documented in a comment resolution matrix, which will accompany the Final Design submittal.

Drainage updates will be limited to updating the culvert design at the railroad. It is assumed there will be no hydrology updates and no changes to the storm drain design. Storm drain analysis and profiles will be updated to reflect the as-built tie-in information and utility crossings on profiles will be updated to reflect the SUE investigation.

The final plan submittal will include the addition of quantity tabulations, drainage structure profiles, SWMP narrative and site maps, and water line plan and profile.

Railroad coordination will be completed at or prior to this phase and revised plans will be submitted to the Railroad when all relevant elements of the crossing design are complete.

Detailed construction phasing plans will be updated to provide construction traffic control plans and tabulations. The construction traffic control will be designed to correspond to the agreed upon construction phasing plan.

The Final (90%) Design package will include the following:

- Title Sheet
- Standard Plans List
- Typical Sections
- General Notes
- Summary of Approximate Quantities
- Tabulation of Quantities
- Survey Control Diagram and Tabulation
- Right of Way Plans
- Geometric Control Layout
- Removal Plans
- Roadway Plans and Profiles (including necessary details)
- Railroad Crossing Plan
- Stormwater Drainage Plans (including necessary details)
- SWMP Narrative, Tabs, Site Maps
- Utility Plans (if necessary)
- Water Line Plan and Profiles (2 assumed)
- Water Service Line Plans
- Fire Hydrant Relocation Plan and Profiles
- Construction Phasing Plan
- Construction Traffic Control Plans and Tabulations
- Traffic Signage and Striping Plans, Tabulations, and Details

- Roadway Cross Sections (50 feet interval)
- Specification Package
- Engineer's Opinion of Probable Cost

A final design review meeting will be held upon completion of review by Broomfield and CDOT to review comments and resolve any proposed changes to the project prior to the development of plans for advertisement (AD).

Deliverables:

- Final (90%) Design Plans (PDF)
- Specifications (PDF)
- Engineer's Opinion of Probable Cost (PDF)
- Preliminary (60%) comment resolution (PDF)
- Final Drainage Report (PDF)

Exclusions:

- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)
- Lighting Design

Task 7: AD (100%) Design

Following the completion of the Final Design review meeting, the design plans will be updated to address any remaining comments received on the final (90%) plans. The comments will be addressed based on the agreed upon comment resolutions established during the review meeting. All comment resolutions will be documented in a comment resolution matrix, which will accompany the AD submittal.

The AD plan submittal will include the same design plans sheets, specifications and engineer's opinion of probable cost which were included in the Final (90%) design submittal.

The Consultant will provide support for solicitations as part of this Project, including attending any pre-bid meetings and answering questions received during the solicitation bidding process.

Deliverables:

- AD (100%) Design Plans (PDF)
- Specifications (PDF)
- Engineer's Opinion of Probable Cost (PDF)
- Final (90%) comment resolution (PDF)

Project Exclusions

The following items are excluded from the design services scope of work.

- Right of Way acquisition services
- Analysis of the offsite storm system under Commerce Street (will maintain assumptions from previous design)
- **Per Scoping meeting on 11/19 with Broomfield, excluding investigation of incorporation of narrow crusher fines trail or sidewalk on the west end of the project (Commerce Street to Emerald Lane)**
- Analysis of offsite storm system under Commerce Street (will maintain assumptions from previous design)
- Structural Engineering: No major structures are anticipated to be design or modified
- Geotechnical Engineering and Pavement Design (already have completed and stamped reports)
- Construction Design Services, Management, Inspection



- Lighting Design
- Railroad diagnostic meeting

#### Proposed Schedule

The following schedule is based on those key milestone dates and assumes a design notice to proceed on December 18, 2024. The following schedule assumes a two-week review period by County staff after each plan set submittal.

- Notice to Proceed: Mid December 2024
- SUE Investigation and Documentation/ROW Survey: December through April 2025
- Preliminary (60%) Design: December – January 2025
- Preliminary Design Review: February 2025
- Final (90%) Design: February – May 2025
- Final Design Review: June 2025
- BNSF Railway Review: February– August 2025
- AD Design: December 2025

#### Estimated Fee

Muller estimates that Scope of Work outlined above can be completed for a not-to-exceed fee of \$457,900.

Thank you for the opportunity to assist Broomfield with this task. Please let us know if you have any questions or comments on the scope and fee. We look forward to continuing to work with you.

Sincerely,  
MULLER ENGINEERING COMPANY, INC.

A handwritten signature in blue ink that reads "E. Grace Schlager".

E. Grace Schlager, PE  
Project Manager

Ms. Joliette Woodson  
December 9, 2024  
Page 13



Enclosures:

- Overall Project Fee Estimate
- Goodbye Scope and Fee





October 24, 2024

Grace Schlager, PE  
Muller Engineering Company  
Via email gschlager@mullereng.com

**RE: Broomfield W. 120<sup>th</sup> Ave Complete Streets – SUE and Utility Coordination**

Dear Ms. Schlager:

Goodbee & Associates, Inc. is pleased to present this proposal for professional services for the above project to Muller (“Client”). This proposal is based on information provided to Goodbee during the RFP process and follow up conversations in October 224.

### **PROJECT UNDERSTANDING AND SCOPE OF WORK**

This project consists of design for complete streets on West 120<sup>th</sup> Avenue between Commerce Street and SH 287 in Broomfield. Complete streets will include installing bike lanes, detached sidewalks, drainage improvements, and street lighting.

Broomfield advertised W. 120<sup>th</sup> Avenue / Colmans Way Storm Sewer Improvements (18M0027) in 2001. This the Project did not move forward due to higher-than-expected construction costs. Since then, a portion of the drainage work was removed and was completed as a separate Project. A Transportation Alternative Program (“TAP”) grant was secured in 2023 for the remaining work. Goodbee will provide the following subsurface utility engineering (SUE) and utility coordination services for this revised construction package.

#### ***Task 1: Project Coordination / Administration***

- Kick off and scoping meeting with City and CDOT
- Bi-weekly Project Meetings (attend approximately half of bi-weekly City Project coordination meetings, assume 12)
- Review meetings - attend FIR and FOR meetings
- Utility Meetings - see utility scope
- Progress reports and invoicing. Assume 10 invoices.

#### ***Task 3 – Subsurface Utility Engineering (SUE)***

Goodbee will perform SUE services in accordance with C.R.S. Article 1.5 of Section 9 and the recommended practices and procedures described in ASCE/UEIS/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”.

- Utility Record Data Collection - Goodbee will submit CO 811 SUE notification. If utility companies do not provide records in 10 days, Goodbee will follow up utility companies to request records. Goodbee will also review utility owner and other databases such as PointMan for existing utility data.
- Geophysical utility investigations (SUE QLB) – Goodbee will initiate ASCE 38-22 Quality Level B (QLB) investigations for underground utilities noted in the project area. The QLB investigation area is noted in yellow outline in the graphic that follows. The Client will arrange for Right of Entry to access work areas, where required, prior to the commencement of field work.

Goodbee will complete geophysical investigations to designate the horizontal location of underground utilities in the study area. Goodbee will utilize appropriate tools and methods to attempt to achieve QLB. Equipment generally includes RD 8100, rod/sonde, and other devices as appropriate for field conditions. Ground Penetrating Radar (GPR) sweeps may be utilized to identify any unknown utilities otherwise not identified through conventional means. Utility service lines will be investigated where ground-level access is available. CCTV services to locate sanitary mains and services are excluded from

this scope of work.

The Client will provide Project Control Diagram (PCD) and/or project survey control (.jxl or job file) and associated base mapping to Goodbee prior to the beginning of field work. Goodbee's survey technician will collect visible utility features associated with SUE markings, utility appurtenances, and utility poles. SUE investigations will be surveyed to 0.2' horizontal accuracy using Trimble R12i GPS receiver and Trimble TSC-5/7. Trimble Real Time eXtended Network (RTX) will be used in lieu of a static base station. 3D elements (Storm/Sanitary structures and QLA Test Holes) will be collected with Receiver/Base Station combination and/or Total Station for 0.1' vertical accuracy.

Goodbee will survey electric or communication pole locations. Associated pole diagrams, line sag heights, and electric voltages are excluded, as it is assumed that all of these facilities will be relocated underground.

When access is provided/allowed by utility companies, vaults, maintenance holes, or other accessible subsurface chambers, will be documented and diagrammed using LiDAR or direct survey measurements, including ground-level and invert elevations. Confined space entry is excluded from this scope of work. Goodbee's survey technician will not collect data on open channels, open-air culverts, irrigation ditches, or landscape irrigation systems, as it is assumed those will be collected as part of the project topographic survey provided by others.

- Goodbee will complete up to **15 QLA test holes** based on locations proposed by Goodbee with input from the design team and Client. Goodbee will oversee, survey, and develop test hole data sheets. Goodbee will collect utility type, size, condition, and other notable characteristics in a test hole data sheet.

Vacuum excavation greater than 10-feet is excluded from this scope of work. QLA test holes will be backfilled with appropriate materials per industry standards. Asphalt repair will be completed with DOT-compliant cold-patch asphalt. Should alternative methods of test hole restoration be required, Goodbee will invoice the repairs at cost. Client should notify Goodbee prior to scoping if possibility to encounter and dispose of contaminated soil or water during test hole investigations.

It is assumed that no test holes will be required in BNSF ROW. BNSF permit and flaggers are not required for QLB investigations within ROW.

Third-Party traffic control will be required for SUE investigations. The traffic control cost is estimated based on past fees and will be invoiced at cost. It is assumed that SUE investigations can be completed during weekday working hours (generally 8-5 Mon - Fri). If CDOT or local agency permit requires night work, Goodbee will invoice at cost.

Deliverables: 2D utility CAD basefile at achieved quality levels; draft and final SUE plan; and draft and final SUE report.

### SUE QLB Investigation Area



### ***Task 3: FIR/60%– Utility Design and Coordination***

- Update affected utility companies about project, schedule, and conflicts. Assume one group meeting with the following utility owners – Xcel electric, Xcel gas, Lumen (formerly CenturyLink), Comcast, and City of Broomfield Water.
- Incorporate SUE investigations and preliminary design to develop FIR Utility Relocation Plans to confirm conflicts. Utility relocation plans assume 9 sheets including general notes (1), pothole/test hole log (1), utility matrix (2), and utility plans (5) at 1" = 40'. Utility relocation design and project special provisions excluded at this phase of design.
- Revise 2021 utility conflict matrix.
- Revise 2021 utility project special provisions.
- Attend FIR meeting and distribute FIR plans to utility owners.

### ***Task 3: FOR/90% – Utility Design and Coordination***

- Continue coordination with affected utility companies to confirm timing, location, and cost with potential relocations. Assume the following:
  - 3 meetings with Xcel electric
  - 2 meetings with Xcel gas
  - 1 meeting with Lumen
  - 1 meeting with Comcast
  - 2 meetings with Broomfield Water
  - 2 other meetings
  - Total of 11 meetings between FOR and Ad.
- Revise 60% Utility Relocation Plans for FOR deliverable. Incorporate relocation design provided by utility companies.
- Revise quantities and utility project special provisions.
- Develop draft utility coordination letters. Finalize work requests and coordination letters to be signed by Broomfield. Send letters to utility owners for signature.
- Attend FOR meeting and distribute FOR plans to utility owners
- Compile and submit CDOT utility clearance package.
- Revise Utility Relocation Plans, PSP, and letters for AD

### ***Construction services***

- Excluded.

### **SCHEDULE AND DURATION**

- Assume a 12-month period of performance (assume December 2024 through December 2025), including
  - Notice to Proceed Meeting: Early December 2024
  - SUE Investigation and Documentation/ROW Survey: December through May 2025
  - Preliminary (60%) Design: December – January 2025
  - Final (90%) Design: February – May 2025
- AD Design: December 2025
- Goodbee will provide an estimated field schedule once notice to proceed is received.

### **ESTIMATED FEE**

- Not to exceed \$79,692
- Please see attached hours estimate

## ASSUMPTIONS AND EXCLUSIONS

- CAD work in MicroStation, note coordinate with Muller on SS2 program access or conversion.
- The SUE Plan set is valid only at the time of field investigations. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.
- It is the responsibility of Goodbee to perform due diligence with regards to records research (QLD level of effort) and acquisition of available utility records. Goodbee will further investigate the project area utilizing a suite of geophysical equipment to obtain QLB data. During QLB field work, Goodbee will scan the defined work area using electronic prospecting equipment to search for previously unrecorded utilities. Utilities that are not identified through these efforts will be here forth referred to as “unidentified” utilities. Goodbee is not responsible for designating “unidentified” utilities that were not detected through due diligence and scanning the work area.
- The project will be bid as one construction document package. Should more than one package be requested, additional fees will apply.
- SUE QLD, C, B, A investigations by Encompass in 2021 plans provided as reference for Goodbee’s SUE investigation. QLA test holes by Encompass will be reflected in utility relocation plans for conflict analysis, but Goodbee will not seal or verify previous investigations. 3D utility model is excluded
- ITS, lighting, and traffic relocation design are excluded.
- Water and sanitary sewer relocation design is excluded.
- Ditch and railroad company coordination are excluded. BNSF ROW permit and flaggers are excluded.
- Assume Broomfield will provide Xcel franchise agreement (and or other agreements) and meeting minutes from 2021 utility company coordination process.
- Post design services during construction and utility as-builts are excluded.

We look forward to delivering this project with you. Should you have any questions or require additional information, please contact me at (303) 667-6985 or Natalie Farmer at (720) 917-9558.

Sincerely,

**GOODBEE & ASSOCIATES, INC.**



Mary Keith Floyd, AICP

President

Attachments: hours estimate



Broomfield 120th Ave Complete Streets - SUE and UC

Scope and Fee Estimate 10/24/2024

Task	Description of Activities /Assumptions	President	Principal	Project Manager III	Project Manager II	Project Manager I	Designer I	Administrator	SUE Technician III	SUE Technician II	SUE Technician I	Total Hrs.	Total Cost (2024 Rate Sheet)
		\$185/hr	\$185/hr	\$150/hr	\$140/hr	\$130/hr	\$100/hr	\$110/hr	\$130/hr	\$110/hr	\$90/hr		
Task 1: Project Coordination	Project Kick off and Scoping meeting with City and CDOT					6	2					8	\$980
	Bi-Weekly Project Meetings (attend approximately half of bi-weekly City Project coordination meetings, assume 12)					12	6					18	\$2,160
	Design Review meetings - attend FIR and FOR meetings					8						8	\$1,040
	Utility Meetings - see utility scope											0	\$0
	Progress reports and invoicing. Assume 10 invoices.					5		5				10	\$1,200
Task 3: SUE	Utility Record Data Collection: Goodbee will submit CO 811 SUE notification. If utility companies do not provide records in 10 days, Goodbee will follow up utility companies to request records.					2	4					6	\$660
	Utility Designating (QLB): Complete geophysical investigations to designate the horizontal location of underground utilities. Prepare CAD for use in SUE Plan set and as background files. Begin preparation of draft SUE Plan and Report set.		10		2	14	22		27	54		129	\$15,600
	Utility Test Holes (QLA): Prepare preliminary test hole location plan with input from client. Complete test holes in the quantity noted in ODCs below. Update existing utility CAD file with test hole survey data. Prepare test hole table.		3.75		2	7.5	15		9	24		61	\$7,259
	3D Utility Surface - Excluded											0	\$0
	Final Sealed SUE Plan and Report		2			4	6					12	\$1,490
Task 3: Utility Coordination and Design	Update to Utility Owners - Update affected utility companies about project, schedule, and conflicts. Assume one group meeting with the following utility owners – Xcel electric, Xcel gas, Lumen (formerly CenturyLink), Comcast, and City of Broomfield Water.					4						4	\$520
	Utility Matrix - Revise 2001 matrix based on current design. Utility conflict matrix summarizing utility type, size, owner, material, and location where in conflict with proposed design and proposed resolution.						5					5	\$500
	FIR (60%) Utility Relocation Plans - Prepare FIR (60%) utility relocation plans to identify preliminary conflicts. Revise utility project special provisions and quantities. Distribute FIR plans to utility owners.		5			14	28					47	\$5,545
	Utility Coordination: Re-evaluate conflicts with existing utilities. Meet one on one with utility owners to discuss conflicts and relocation strategies. Assume up to 11 additional meetings.					22	11					33	\$3,960
	90% Utility Relocation Plans: Prepare utility relocation plans showing existing utilities at achieved quality levels with proposed improvements, utility conflicts, and resolution. Calculate quantities for tabulation sheet. Distribute utility plans to utility owners. Attend final design plan review meeting.		5			10	15					30	\$3,725
	Utility Project Special Provision: Prepare utility special provision describing work to be done by Contractor and each utility owner.		1			6						7	\$965

Broomfield 120th Ave Complete Streets - SUE and UC

Scope and Fee Estimate 10/24/2024

Task	Description of Activities /Assumptions	President	Principal	Project Manager III	Project Manager II	Project Manager I	Designer I	Administrator	SUE Technician III	SUE Technician II	SUE Technician I	Total Hrs.	Total Cost (2024 Rate Sheet)
		\$185/hr	\$185/hr	\$150/hr	\$140/hr	\$130/hr	\$100/hr	\$110/hr	\$130/hr	\$110/hr	\$90/hr		
	<b>Utility Agreements:</b> Prepare draft letters to be signed by municipality. Send agreement letters to utility owners for signature.		2			12						14	\$1,930
	<b>Final Utility Clearance:</b> Compile and submit utility package for CDOT clearance review.					4						4	\$520
	<b>100% submittal:</b> Revise 90% plans and special provisions per comments on/design changes to 90% submittal.		1			8	8					17	\$2,025
	<b>Utility Bid Documents:</b> Provide Ad utility relocation plans and project special provisions.		1			4	4					9	\$1,105
<b>Post-Design Services</b>	<b>Utility Post Design Support:</b> Excluded											0	\$0
<b>SUBTOTAL LABOR</b>		<b>0</b>	<b>31</b>	<b>0</b>	<b>4</b>	<b>137</b>	<b>124</b>	<b>5</b>	<b>36</b>	<b>78</b>	<b>0</b>	<b>0</b>	<b>\$50,204</b>

Other Direct Costs (ODC)

Expense Items	Units	Unit Price	Subtotal
SUE QLB mileage	360	\$ 0.67	\$ 241
SUE QLA mileage	160	\$ 0.67	\$ 107
SUE QLB Supplies and Equipment Use Fees	6	\$ 190	\$ 1,140
SUE QLB Survey Equipment Use Fee	3	\$ 100	\$ 300
SUE QLA Survey Equipment Use Fee	1	\$ 100	\$ 100
Permitting - Assumes Permit fees and Costs are Waived by Agencies, Otherwise Billed At-Cost			
Water Plan Review (or Other Plan Review) - Excluded			
Vendor Items	Units	Unit Price	Subtotal
SUE QLB Traffic Control (Estimated Vendor Charges)	3	\$ 1,700	\$ 5,100
SUE QLA Traffic Control (Estimated Vendor Charges)	3	\$ 2,000	\$ 6,000
SUE QLA Vacuum Excavation and Restoration (Estimated Vendor Charges)	15	\$ 1,100	\$ 16,500
<b>SUBTOTAL ODCs</b>			<b>\$ 29,488</b>

Total Estimate = \$ 79,692

Assumptions and Exclusions see scope letter



**D. Proposed Resolution for the Tenant Based Rental Assistance**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6D.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

[View Presentation](#)

Broomfield receives federal HOME Investment Partnership Program (HOME) funds from the US Department of Housing and Urban Development through its participation in the Boulder Broomfield Regional HOME Consortium. This resolution would approve the continuation of the Tenant Based Rental Assistance Program for 2025 using HOME funds.

### **Attachments**

[Memo - Subrecipient Agreement with Boulder-Broomfield Consortium for TBRA.pdf](#)

[Resolution 2025-42.pdf](#)

[2025 HOME Subrecipient Agreement.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield receives federal HOME Investment Partnership Program (HOME) funds from the US Department of Housing and Urban Development (HUD) through its participation in the Boulder Broomfield Regional HOME Consortium (Consortium). The Consortium is made up of Broomfield, Boulder County (acting on behalf of all incorporated and unincorporated areas of the County except for the areas which are the cities of Boulder and Longmont), the Cities of Longmont, Lafayette and Louisville, the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie, and the City of Boulder. The City of Boulder is the lead agency for the Consortium and is responsible for the allocation of the HOME funds to its members. As the Program Administrator, the City of Boulder also receives 10% of HOME funds to cover the administrative responsibilities that come with being the lead agency. To receive the HOME Program Funds, each participant enters into a Subrecipient Agreement with the City of Boulder.

Broomfield utilizes its HOME funds to provide Tenant Based Rental Assistance (TBRA) services. The Tenant Based Rental Assistance Program (TBRA), started in 2006 at the Consortium's inception and has served over 100 households. Broomfield's average allocation is approximately \$100,000. However, due to COVID, the TBRA program saw a massive decline in enrollment due to all of the emergency rental assistance (ERAP) that was made available by the state and federal governments. This led to unused HOME funds and a surplus in allocations. Those funds and surplus have resulted in Consortium agreeing, in the proposed Subrecipient Agreement, to provide \$225,670.22 to Broomfield in 2025.

Previously, Broomfield and Boulder worked diligently to adjust funding in order to retain unused funds within the Consortium and as a result, the parties entered into a similar Subrecipient Agreement in 2023, which Broomfield City Council approved with [Resolution 2023-89](#). The 2023 allocation was in the amount of \$200,000 and was utilized for years 2023 and 2024. It took two years to spend this allocation due to the time and effort it took to create, market, enroll, and execute the TBRA program to include older adults.

Expanding the TBRA program to include older adults (seniors), one of the fastest growing populations of housing insecurity, according to the [Broomfield Housing Needs Assessment](#), created a win/win situation for spending down the allocation as it allowed Broomfield to meet timeliness checks and provided a number of senior households to have more housing stability. The expansion of the program has been so successful that the Self Sufficiency Division plans on utilizing another surplus tranche of funds in the amount of up to \$225,670.22 in fiscal year 2025.

By December of 2025, staff will bring forward a request for renewal of the Subrecipient Agreement for fiscal year 2026, which would include the rollover of any remaining surplus of allocated funds from 2025. It is estimated by the end of 2026, Broomfield will have spent down all of the surplus unspent funding from COVID and will go back to receiving its typical HOME funds allocation of approximately \$100,000 per year.

It should be noted that TBRA is a temporary program that only lasts two years for any household. Older adults who are currently enrolled will not be able to re-enroll after their second full year of being in the program. The Housing Division and Self Sufficiency are currently seeking new sources of funding through available grants and other collaborative efforts. Some of the older adults in this program are paying over 85% of their social security, their only source of income, on rent even in a low income housing tax credit apartment complex.

Resolution 2025-42 would approve the 2025 Subrecipient Agreement and ensure the continuation of the current TBRA program and make certain a seamless transition into 2025. There are currently 17 households enrolled in this program. Applications will open within the first half of the year to fill approximately 5 more spots. The number of applicants will help CCOB determine the need of this program.

## Financial Considerations

The Broomfield Housing Division receives the Federal HOME Investment Partnership Program (HOME) funding from the Consortium and passes it onto the Department of Human Services, specifically the Self Sufficiency Division to administer the program. As shown in the sources and uses of funds summary below, the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Fund: Boulder-Broomfield HOME Consortium - 01-83100-53790 G23HA03	\$205,421.12
Boulder-Broomfield HOME Consortium Admin Fee -	\$20,249.10
<b>Total Sources of Funds</b>	<b>\$225,670.22</b>
Expense: Tenant Based Rental Assistance Program - 01-83100-53790 G23HA03	-\$205,421.12
Expense: Boulder-Broomfield HOME Consortium Admin Fee -	-\$20,249.10
<b>Projected Balance</b>	<b>\$0</b>

## Prior Council or Other Entity Actions

June 13, 2023 - [Resolution 2023-89](#) -Authorizing the 2023 Annual Subrecipient Agreement between the City of Boulder, as the Lead Agency for the Boulder-Broomfield Regional HOME Consortium and the City and County of Broomfield for Tenant Based Rental Assistance

March 12, 2019 [Resolutions 2019-62](#) and [2019-63](#)-Approving the Intergovernmental Agreement establishing the Consortium and approving the 2019 Subrecipient Agreement between Boulder and CCOB

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to authorize the 2025 Annual Subrecipient Agreement, the appropriate motion is...  
**That Resolution 2025-42 be adopted.**

## Alternatives

Do not approve the Subrecipient Agreement and not participate in the Consortium, affecting the on-going Tenant Based Rental Assistance Program.

# RESOLUTION NO. 2025-42

A Resolution Approving the 2025 Subrecipient Agreement with the City of Boulder, as the Lead Agency for the Boulder-Broomfield HOME consortium, for Tenant Based Rental Assistance

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

## Section 1.

The 2025 Subrecipient Agreement attached hereto by and between the City and County of Broomfield and the City of Boulder, as the Lead Agency for the Boulder-Broomfield Regional HOME Consortium, for up to \$225,670.22 in the Tenant Based Rental Assistance Program, 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 Subrecipient Agreement, in form approved by the City and County Attorney.

## Section 3.

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

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

Approved on January 28, 2025

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

**SUBRECIPIENT AGREEMENT BETWEEN THE BOULDER-BROOMFIELD  
REGIONAL HOME CONSORTIUM AND  
CITY AND COUNTY OF BROOMFIELD**  
(Tenant Based Rental Assistance)

This Subrecipient Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”) by and between the City of Boulder, a Colorado home rule city, (the “City”), as the Lead Entity for the Boulder-Broomfield Regional HOME Consortium (the “Consortium”), and the City and County of Broomfield, as a member of the Consortium (the “Subrecipient”).

**RECITALS**

**WHEREAS**, the City is the Lead Entity of the Consortium, a “participating jurisdiction” under the HOME Investment Partnership Program (“HOME Program”) that receives HOME Program funds from the U.S. Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 *et seq.*, (the “Act”) and 24 CFR Part 92;

**WHEREAS**, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households;

**WHEREAS**, among the eligible uses of HOME Program funds is the provision of tenant based rental assistance (“TBRA”);

**WHEREAS**, the Consortium seeks to invest a portion of its HOME Program allocation to the City and the Subrecipient to administer its TBRA program to assist eligible low-and-very low-income households to pay rent and other eligible housing costs;

**WHEREAS**, the Subrecipient has heretofore expressed its intent to assume responsibility from the Consortium with HOME funds in and accordance with HOME regulations;

**WHEREAS**, the purpose of this Agreement is to consolidate the 2020, 2021 and 2022 Subrecipient HOME Funding Agreements for the HOME Program, as defined below

**WHEREAS**, HUD requires the City to execute subrecipient agreements prior to the allocation of HOME Program funds.

**NOW, THEREFORE**, in consideration of the matters set forth above and below, the parties agree as follows.

**DEFINITIONS**

1. *Program Guidelines* are the policies and procedures that will be followed to ensure compliance with HOME Program regulations specific to the TRBA program.

2. *Housing Quality Standards (HQS)* are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

**COVENANTS**

1. Program Description: The Subrecipient administers a TBRA program that provides rental, utility and deposit assistance, to eligible low-and/or very low-income households (the “Program”). Units occupied by TBRA recipients must be located in the City and County of Broomfield and comply with Program requirements and property standards. The Subrecipient will execute a HOME Rental Assistance Contract, in substantially the same form found on the HUD Exchange, for each assisted household with the landlord for the rental property.
2. HOME Award: Subject to the terms of this Agreement, the Consortium agrees to provide up to **\$225,670.22 of 2020, 2021 and 2022** HOME Program funds to the Subrecipient in paying for costs associated to administer the HOME Program:

<b>2020 carryover</b>	\$23,179.16
<b>2021</b>	
Tenant Based Rental Assistance:	\$87,208.04
Program Administration due to the City of Boulder (10% of HOME Award):	\$9,689.78
<b>2022</b>	
Tenant Based Rental Assistance:	\$95,033.92
Program Administration due to the City of Boulder (10% of HOME Award):	\$10,559.32

3. Purpose of Agreement: The purpose of this Agreement is to set forth the terms and conditions under which the Consortium shall grant HOME Program funds to the Subrecipient for its Program. This Agreement sets forth the rights and responsibilities of both parties in connection with the Subrecipient’s Program. In this Agreement, the Subrecipient assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with the Program.
4. Match Contribution: The Subrecipient agrees to provide matching funds in an amount equal to no less than 25 percent of the total HOME Program funds drawn down for all project costs except administration. The match obligation may be met with any of the following specific sources:
  - a. Cash or cash equivalents from a non-federal source;
  - b. Value of waived taxes, fees or charges associated with HOME projects;
  - c. Value of donated land or real property;
  - d. Cost of infrastructure improvements associated with HOME projects;



- e. A percentage of the proceeds of single- or multi-family housing bonds issued by state, state instrumentality or local government;
- f. Value of donated materials, equipment, labor and professional services;
- g. Sweat equity.

The Subrecipient acknowledges and agrees that the Consortium shall not be responsible for providing the Subrecipient with any funds to meet the Subrecipient's matching requirements.

5. Duration of Agreement: The duration of this Agreement shall commence upon the full execution of this Agreement and is in effect for up to four years from the Effective Date of this Agreement to fully expend funds. If the Program fails to fully expend HOME Program funds within the four-year period, any remaining HOME Program funds will be returned to the City.
6. City Role & Responsibilities: The City is responsible to HUD for the operation of the HOME Program and compliance with applicable federal requirements included in 24 CFR Part 92. This will include, but not limited to the following:
  - a. Environmental Review: The City will complete necessary environmental reviews pursuant to 24 CFR 92.352 and 24 CFR Part 58. In no case will the Subrecipient execute a Rental Assistance Contract with respect to a specific unit to be assisted without notification from the City that the environmental review for the Program has been completed.
  - b. IDIS Setup, Drawdown & Completion: The City will enter Program set-up, drawdown and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS").
  - c. Financial Reimbursements: The City will process reimbursement requests and remit payment within 30 days of receipt. The requests will be considered completed once all forms and backup documentation are submitted by the Subrecipient and deemed accurate and sufficient by the City to properly document.
  - d. Subrecipient Monitoring: The City will complete monitoring of the Subrecipient's performance under this Agreement and will provide a written notice to the Subrecipient at least 30 calendar days notice prior to all monitoring reviews. Monitoring results will be submitted to the Subrecipient within 30 days of completion of the monitoring.
7. Subrecipient Roles & Responsibilities: The Subrecipient is responsible for the design and implementation of the Program, including marketing the Program to potential applicants. The Subrecipient shall implement the Program in compliance with Program Guidelines and all applicable federal requirements. In its role, the Subrecipient is responsible for the following:
  - a. Program Guidelines: The Subrecipient shall develop and implement Program Guidelines to address all relevant HOME Program TBRA program requirements. Processes and

procedures to be addressed in the Program Guidelines include but are not limited to the following:

- i. Marketing and outreach, including development of an Affirmative Marketing Plan in conformance with 24 CFR 92.
  - ii. Applicant intake and eligibility processing, including all forms and documents necessary to qualify applicants.
  - iii. Facilitation of the Rental Assistance Contract (with Addenda) between tenants and owners.
  - iv. Calculation and documentation of rent reasonableness and utility allowances.
  - v. Completion of HQS inspections and resolution of failed items, including lead-based paint.
  - vi. Annual recertifications and re-inspections (as applicable).
  - vii. Financial management.
  - viii. Reporting and records management, including documentation of all relevant beneficiary demographic and financial data required to complete the City's Consolidated Annual Performance and Evaluation Report.
- b. Marketing: Subrecipient will market and advertise the Program pursuant to the Subrecipient's affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the Subrecipient that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities.
- c. Application Intake & Screening: Develop application materials and establish and implement an application process in accordance with Program Guidelines. Review applications, including income determinations in accordance with the Program Guidelines and HOME Program requirements in 24 CFR Part 92 and notify applicants of their status.
- d. Income Determination: The Subrecipient will conduct income determinations prior to execution of a rental assistance contract between the TBRA recipient and owner/landlord. Subsequent income determination must be completed upon contract renewal if the term of the initial contract is less than 24 months.
- e. Inspections: Inspect units to ensure they meet the Program's property standards, including, but not limited to, conducting visual assessments of lead-based paint hazards in properties constructed prior to 1978 in accordance with 24 CFR Part 35, ensuring that disturbed paint is repaired, and ensuring that items failing inspection are corrected prior to occupancy.
- f. Program Policies: Apply Program Guidelines and ensure that individual TBRA awards meet all HOME Program and Program requirements.

- g. Rental Assistance Contracts: The Subrecipient will ensure execution of a Rental Assistance Contract among TBRA recipients and property owner/landlords as well as a lease agreement with the HOME Program lease addendum included between the TBRA recipients and the property owner/landlord prior to the commitment of any TBRA assistance under the Program. The term limit for a rental assistance contract is 24 months.
  - h. Management of TBRA Recipients and Property Owners: During the term of the Rental Assistance Contract with a TBRA recipient and property owner, address questions, concerns or disputes between the TBRA recipients and property owners, provide clarification of Program Guidelines, federal and HOME Program requirements.
8. Use & Disbursement of HOME Program Funds:
- a. Performance Standards: The Subrecipient will effectuate the Program in conformance with the Program Guidelines and HOME Program regulations.
  - b. Anticipated Deliverables: The Subrecipient anticipates providing Tenant Based Rental Assistance to at least 10 eligible households.
  - c. Completion Deadline: The Subrecipient must provide the City with all information (i.e., specific TBRA recipient information) necessary for entry into IDIS within 30 days of fully expending HOME Program funds.
  - d. Program Income: The City and the Subrecipient agree that the design of the Program does not anticipate receipt of program income as defined in 24 CFR 92.2. If program income is received by the Subrecipient, the Subrecipient must return program income to the City.
  - e. Disbursement of Funds: The Subrecipient may request funds under this Agreement only when a written agreement per 24 CFR 92.504(c)(2) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 2 CFR 200. The Subrecipient shall be reimbursed for eligible program costs after review and approval by the City of invoices and supporting documentation. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for reimbursement of eligible program costs. The amount of each request must be limited to the amount needed.

In no event will the Subrecipient receive disbursements in excess of the total amount of funds authorized by this Agreement. The Subrecipient understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may, at its sole discretion, terminate or amend this Agreement and, in such event, shall not be obligated to pay the Subrecipient. The Subrecipient agrees that it will return to the City any unexpended HOME Funds provided by the City under this Agreement.

9. Administrative and Program Requirements: In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Subrecipient, except for the following provisions:  
§200.306, §200.307, §200.311 (except as provided in 24 CFR 92.257), §200.312, §200.329, §200.333, and §200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, the Subrecipient acknowledges that the requirements of 2 CFR 200 include compliance with:
- a. Procurement: (Not applicable)
  - b. Audit: The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single audit if, during any given fiscal year, the Subrecipient expends more than \$1,000,000 in federal funds. The Subrecipient is required to submit one copy of the fiscal year audit report covering the program. The audit reports shall be sent to the City within 30 days after the completion of the audit, but no later than 180 days from the end of the Subrecipient's fiscal year.
  - c. Cost Principles: The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to the HOME Program be supported by adequate documentation, allocable to the program, necessary and reasonable.
10. Suspension & Debarment: The Subrecipient represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Subrecipient. The Subrecipient represents and warrants that to its knowledge, the Subrecipient and the Subrecipient's principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Subrecipient.

The Subrecipient must certify that awards are not made to any party, prime contractor and subcontractors which are debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension" (24 CFR 570.609 and 2 CFR 200.214). The Subrecipient and prime contractor must be registered in the Federal Government's System for Award Management ("SAM") at [www.sam.gov](http://www.sam.gov). The Subrecipient must check the SAM and conduct a public search of the prime contractor and all subcontractors before making an award.

11. Compliance with Laws: The financial assistance which is subject to this Agreement is authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 *et seq.*
- a. The Subrecipient shall comply with all applicable provisions of 24 CFR 92 Subpart F entitled "Project Requirements" regardless of whether the law or regulation is specifically stated in this Agreement.
  - b. The Subrecipient shall comply with all applicable provisions of Subpart H entitled "Other

Federal Requirements” which is found attached to this Agreement as Appendix A, regardless of whether the law or regulation is specifically stated in this Agreement.

- c. The Subrecipient shall comply with all applicable laws and regulations of the federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, including, without limitation, all rules, regulations, and guidelines of the U.S. Department of Housing and Urban Development, except for the environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the City.

12. Conflict of Interest:

- a. In the procurement of supplies, equipment, construction and services by the Subrecipient, the conflict-of-interest provisions, 2 CFR 200, respectively, shall apply. In all cases not governed by the provisions of said circular and regulation, the provisions of subsection (B), below and 24 CFR 93.353 shall apply.
- b. No member of the governing body, officers or employees of the Subrecipient or its designees or agents, or any other persons who exercise any functions or responsibilities with respect to the Program assisted by this Agreement during the tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the Program.

13. Equal Opportunity: The Subrecipient agrees to comply with all the requirements related to fair employment practices to the extent applicable. The Subrecipient will conduct and administer the grant in conformity with 24 CFR 92.350.

14. Lobbying: The Subrecipient certifies to the best of its knowledge and belief that:

- a. No appropriated federal funds have been paid, or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any subrecipient, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any subrecipient, a Member of Congress in connection with this federal Agreement, grant, loan or cooperative agreement, the undersigned shall complete and submit a Disclosure Form to report Lobbying ([Disclosure of Lobbying Activities](#)), in accordance with its instructions.

15. Nondiscrimination & Equal Opportunity: The Subrecipient shall comply with nondiscrimination requirements of 24 CFR 92.350. The Subrecipient agrees that it will utilize and make available the HOME Program funds in conformity with the non-discrimination and

equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations include:

- a. The requirements of the Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 and implementing regulations at 24 CFR 107; and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the regulations at 24 CFR 146;
- c. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; and
- d. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60.

16. Affirmative Marketing: The City's policy is to provide information and attract eligible persons to available housing without regard to race, color, national origin, sex, religion, familial status (persons with children under 18 years of age, including pregnant women), or disability. The procedures followed are intended to further the objectives of Title VII I of the Civil Rights Act of 1968 (Fair Housing Act), and Executive Order 11063, which prohibits discrimination in the sale, leasing, rent and other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

In accordance with the Affirmative Marketing regulations of the HOME Program 24 CFR §92.351, the City has established an "Affirmative Marketing Plan" to ensure that all Subrecipients who are allocated HOME Funds employ a marketing plan that promotes fair housing and ensures outreach to all potentially eligible households, especially those least likely to apply for assistance.

The Subrecipient must ensure compliance with affirmative marketing responsibilities as enumerated pursuant to 24 CFR 92.351. Such procedures are subject to approval of the City. The Subrecipient shall comply with the City's requirements to affirmatively market any HOME unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability, per the Affirmative Marketing Plan. The Subrecipient agrees, in soliciting tenants, to do the following:

- a. Use the Equal Housing Opportunity logo in all advertising;
- b. Solicit applications for vacant units from persons who are not likely to apply for the housing without special outreach e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies, etc.;

- c. Display a Fair Housing poster in the rental leasing office;
  - d. Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
  - e. Maintain files of the Subrecipient's affirmative marketing activities for five years and provide access thereto to the City's staff;
  - f. Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other material terms and conditions of tenancy;
  - g. Comply with Section 8 Existing Housing Regulations when renting to any tenant holding a Section 8 Existing Housing Certificate; and
  - h. Exercise affirmative marketing of the units when vacated.
17. Violence Against Women's Act (VAWA): The Subrecipient must meet all of the VAWA requirements in accordance with 24 CFR 92.359 throughout the HOME Program period of affordability.
- a. Notification Requirements: The Subrecipient must provide a notice and certification form that meets the requirements of 24 CFR 5.2005(a) to the applicant for a HOME Program-assisted unit at the time the applicant is admitted to a HOME Program-assisted unit, or denied admission to a HOME Program-assisted unit based on the owner's tenant selection policies and criteria. The Subrecipient of HOME Program-assisted rental housing must also provide the notice and certification form described in 24 CFR 5.2005 with any notification of eviction from a HOME Program-assisted unit.
  - b. Bifurcation of Lease Requirements: For the purposes of this part, the following requirements shall apply in place of the requirements at 24 CFR 5.2009(b):
 

If a household living in a HOME Program-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME Program-assisted unit.
  - c. VAWA Lease Term/Addendum: The Subrecipient must develop a VAWA lease term/addendum to incorporate all requirements that apply to the Subrecipient or lease under 24 CFR part 5, Subpart L, and this section, including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the Subrecipient determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). When HOME Program tenant-based rental assistance is provided, the lease term/addendum must require the Subrecipient to notify the City before the Subrecipient bifurcates the lease or provides notification of eviction to the tenant. If HOME Program tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a

covered housing program, as defined in 24 CFR 5.2003), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

- d. Emergency Transition Plan: The Subrecipient is required to follow the City's Emergency Transfer Plan as outlined in the City's Rental Compliance Manual.
  - e. Early Termination of Lease: If a tenant who is living in an affordable unit is a victim of family violence, the Subrecipient must allow the tenant to terminate their lease without penalty.
18. Reporting Requirements: The Subrecipient shall submit quarterly annual reports as required by the City. The Subrecipient must submit all reports on forms provided by the City prior to the report due date.
- a. Quarterly progress reports shall be due January 31, April 30, July 31 and October 31 until the Funds are fully expended.
  - b. The Subrecipient shall collect and maintain beneficiary information on households residing in HOME Program-assisted units which documents eligibility. Income documentation shall be in a form consistent with HOME Program requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program, Third Edition. The Subrecipient shall submit an Annual Beneficiary Report which includes the following information:
    - i. Ethnic characteristics
    - ii. Racial characteristics
    - iii. Age of head of household
    - iv. Female head of household
    - v. Senior head of household
    - vi. Household size
    - vii. Combined household income
    - viii. Amount and source of assets
    - ix. Disabled household: "Disabled household" is a household composed of one or more persons at least one of whom is an adult who has a disability. A person is considered to have a disability if the person is determined to have a physical, mental or emotional impairment that:
      - a. is expected to be of long, continued and indefinite duration;
      - b. substantially impedes the person's ability to live independently; and
      - c. is of such a nature that the ability could be improved by more suitable housing conditions; or
      - d. has a developmental disability as defined in Section 102 of the Developmental Disabilities Act and Bill of Rights Act.
      - e. Submit project close-out report.



19. Records: The Subrecipient shall maintain adequate documentation and reasonable records of its performance under this Agreement. Records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:
- a. Documentation of the Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Project.
  - b. Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424).
  - c. Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations.
  - d. Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to the HOME Program.
  - e. Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.
  - f. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME Program, including but not limited to:
    - i. Full descriptions of each household assisted with HOME Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.).
    - ii. The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs.
    - iii. Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards.
    - iv. Records demonstrating that each assisted household is income eligible in accordance with 24 CFR 92.203.
    - v. Copies of all Rental Assistance Contracts with Addenda between the Subrecipient the property owners as well as the leases between the property owners and TBRA recipients.

- g. Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken; and
  - h. Records supporting any requests for exceptions to the conflict-of-interest provisions in accordance with 24 CFR 92.356.
  - i. The Subrecipient shall require documentation to verify the income status of all residents of the Units. Documentation may include, but is not limited to, third party income verification, W-2s, SSI, SSDI, child support and pay stubs.
  - j. The documentation retained shall be sufficient to support the information provided by the Subrecipient to the City.
  - k. Maintain files and records as required which relate to the overall administration of the Program.
20. Record Retention: All Program records shall be maintained by the Subrecipient for a minimum of five years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.
21. Access to Records: The Subrecipient will allow access to these records at any time during normal business hours by the City and the U.S. Department of Housing and Urban Development. These records will be kept in the Subrecipient's local office.
22. Project Close-Out: Program close-out will be completed when the City determines that HOME Program funds have been fully expended, and the City determines that all applicable actions and requirements have been met. The Subrecipient must submit a Program Close-Out Report and supporting documentation as provided by the City. All findings from the City's monitoring visits must be cleared prior to close-out.
23. Suspension or Termination for Cause: This Agreement may be suspended or terminated in accordance with 2 CFR 200.339 if the Subrecipient materially fails to comply with any terms of this Agreement.
- a. A default shall be deemed to have occurred if the Subrecipient breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the City specifying the breach. Upon default, in addition to other legal remedies available to it, including specific performance and damages, the City shall also have the right to suspend payments to the Subrecipient and/or cancel this Agreement upon written notice of such action.

- b. In the event of any termination of this Agreement for any reason, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient under this Agreement shall become the property of the City, and the Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement notwithstanding the above.
  - c. The Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Subrecipient and the City may withhold any reimbursement to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the City from the Subrecipient is agreed upon or otherwise determined.
24. Termination for Convenience: This Agreement may be terminated for convenience in accordance with 2 CFR 200.340.
- a. Either party may terminate this Agreement without cause upon 30 days written notice to the other party; provided, that the City shall not terminate this Agreement, absent a breach by the Subrecipient, except upon the failure to receive the funds needed to fund the grant under this Agreement.
  - b. The Subrecipient may terminate this Agreement upon 30 days written notice to the City if the Subrecipient is unable or unwilling to comply with such additional conditions as may be lawfully applied by the City or HUD. In such event, the City may require the Subrecipient to ensure that adequate arrangements have been made for the transfer of the Subrecipient's activities to another subrecipient or to the City.
25. Recovery by City of Funds: The full amount of any HOME Program funds paid from City funding sources shall be promptly returned to the City in the event that the Subrecipient fails to expend the funding provided pursuant to this Agreement within four years of the Effective Date of this Agreement, and this Agreement shall become null and void.
26. Repayment/Recapture of HOME Funds: Any HOME Program funds that are subject to repayment or recapture must be remitted to the City as referenced in 24 CFR 92.504(b) and (c)(2)(x).
27. Reversion of Assets: Upon the expiration or termination of this Agreement, the Subrecipient agrees that it will transfer to the City any HOME Program funds on hand at that time and any accounts receivable attributable to the use of HOME Program funds.
28. Indemnification: To the extent permitted by law, the Subrecipient shall defend, indemnify, and save harmless the City from and against all losses, claims, suits, judgments or liabilities incurred as a result of its activities pursuant to this Agreement, and as part of such indemnification obligation shall pay all costs and attorney's fees, if any, incurred by the City as a result of any such claims or suits. The time of any attorneys and legal assistants in the City Attorney's Office spent on any such claims or suits shall be paid for by the Subrecipient

in accordance with generally prevailing attorneys' fees charged in Boulder County for similar services. Each party assumes responsibility for its officers', its agents', and its employees' negligent actions and omissions in the performance or failure to perform work under this Agreement. By agreeing to this provision, neither the City nor the Subrecipient waives or intends to waive as to any person not a party to this Agreement the limitations on liability which are provided to the parties and each party's officers and employees under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

29. Enforcement of Agreement: This Agreement may be specifically enforced against the Subrecipient or any successor in interest of the Subrecipient. Venue for such action shall be in Boulder County, Colorado, actions may include, without limitation, restriction of eligibility for future funding, contract litigation and equitable relief, and any other relief granted by law.
30. Relationship of the Parties: The relationship of the Subrecipient to the Consortium shall be that of an independent Subrecipient. Nothing herein shall be deemed to create the relationship of employer/employee or principal/agent between the parties.
31. Waivers: No conditions or provisions of this Agreement shall be waived unless approved by the Consortium in writing.
32. Subcontracting & Assignment: The Subrecipient shall not assign, delegate nor subcontract this Agreement without prior written approval by the City. The Subrecipient shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or part of the Program. The Subrecipient shall require any such third-party to comply with all lawful requirements necessary to ensure that the Program is carried out in accordance with this Agreement.
33. Severability: If any provision of this Agreement, or portion thereof, is held invalid by any court of rightful jurisdiction, the remainder of this Agreement shall not be affected, providing the remainder continues to conform to applicable federal and state law(s) and regulations and can be given effect without the invalid provision.
34. Modifications & Amendments: This Agreement may only be amended in writing signed by the City and the Subrecipient. All modifications and amendments to this Agreement shall be in writing; such modification or amendment shall not take effect until specifically approved in writing by the Lead Entity of the Consortium and signed by all parties to this Agreement.
35. Notice: Any notice required by this Agreement shall be in writing, made by hand-delivery or first-class mail, and addressed to the following:

Subrecipient: Director, Department of Human Services  
City & County of Broomfield  
100 Spader Way  
Broomfield, CO 80020

City: City Manager with copy to:  
Deputy Director of Housing & Human Services  
City of Boulder  
P.O. Box 791  
Boulder, Colorado 80306

36. Complete Agreement: This document represents the complete agreement between the City and the Subrecipient. Neither party shall assign, sublet or transfer its interest in the Agreement without the written consent of the other. No amendments or modifications shall be made to this Agreement unless it is in writing and signed by both parties.
37. Recording of this Agreement: The parties intend to record this Agreement in the real property records of Boulder County Clerk and Recorder's Office, Colorado, in order to put potential subsequent purchasers on notice of the terms and conditions contained herein.
38. Relationship of the Parties: Nothing in this Agreement shall be deemed to create an agency, partnership or employment relationship between the City and the Subrecipient.
39. Governing Law: The provisions of this Agreement shall be interpreted and enforced in accordance with Colorado law.
40. Authority to Sign: Subrecipient warrants that the individual executing this Agreement is properly authorized to bind the Subrecipient to this Agreement.
41. Incorporation of Recitals: The Recitals set forth in this Agreement are hereby incorporated into and deemed a part of this Agreement.

**IN WITNESS WHEREFORE**, the parties to this Agreement have caused it to be executed by each party's authorized officer as of the Effective Date.

**[SIGNATURE PAGE FOLLOWS]**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF BOULDER,  
a Colorado home rule city**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Date: \_\_\_\_\_

**APPENDIX A**  
**SUBPART H – OTHER FEDERAL REQUIREMENTS**

**§ 92.350 Other Federal requirements and nondiscrimination.**

(a) The Federal requirements set forth in [24 CFR part 5, subpart A](#), are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; drug-free work; and housing counseling.

(b) The nondiscrimination requirements at section 282 of the Act are applicable. These requirements are waived in connection with the use of HOME funds on lands set aside under the Hawaiian Homes Commission Act, 1920 (42 Stat. 108).

[[62 FR 28930](#), May 28, 1997, as amended at [81 FR 90657](#), Dec. 14, 2016]

**§ 92.351 Affirmative marketing; minority outreach program.**

(a) *Affirmative marketing.*

(1) Each participating jurisdiction must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing five or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If participating jurisdiction's written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with [§ 92.253\(d\)\(3\)](#), the participating jurisdiction must have affirmative marketing procedures and requirements that apply in the context of the limited/preferred tenant eligibility for the project.

(2) The affirmative marketing requirements and procedures adopted must include:

(i) Methods for informing the public, owners, and potential tenants about Federal fair housing laws and the participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

(ii) Requirements and practices each subrecipient and owner must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

(iii) Procedures to be used by subrecipients and owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program or the housing without special outreach (e.g., through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);

(iv) Records that will be kept describing actions taken by the participating jurisdiction and by subrecipients and owners to affirmatively market the program and units and records to assess the results of these actions; and

(v) A description of how the participating jurisdiction will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

(3) A State that distributes HOME funds to units of general local government must require each unit of general local government to adopt affirmative marketing procedures and requirements that meet the requirement in [paragraphs \(a\) and \(b\)](#) of this section.

(b) **Minority outreach.** A participating jurisdiction must prescribe procedures acceptable to HUD to establish and oversee a minority outreach program within its jurisdiction to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act or any other Federal housing law applicable to such jurisdiction. Section 200.321 of [title 2 Code of Federal Regulations](#) describes actions to be taken by a participating jurisdiction to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013; [80 FR 75935](#), Dec. 7, 2015]

#### **[§ 92.352 Environmental review.](#)**

(a) **General.** The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) ([42 U.S.C. 4321](#)) and the related authorities listed in HUD's implementing regulations at [24 CFR parts 50](#) and [58](#). The applicability of the provisions of [24 CFR part 50](#) or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with HOME funds.

(b) **Responsibility for review.**



(1) The jurisdiction (e.g., the participating jurisdiction or State recipient) or insular area must assume responsibility for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with the requirements imposed on a recipient under [24 CFR part 58](#). No funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by [24 CFR part 58](#).

(2) A State participating jurisdiction must also assume responsibility for approval of requests for release of HOME funds submitted by State recipients.

(3) HUD will perform the environmental review, in accordance with [24 CFR part 50](#), for a competitively awarded application for HOME funds submitted to HUD by an entity that is not a jurisdiction.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013]

### **§ 92.353 Displacement, relocation, and acquisition.**

(a) ***Minimizing displacement.*** Consistent with the other goals and objectives of this part, the participating jurisdiction must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.

(b) ***Temporary relocation.*** The following policies cover residential tenants who will not be required to move permanently but who must relocate temporarily for the project. Such tenants must be provided:

(1) Reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs.

(2) Appropriate advisory services, including reasonable advance written notice of:

(i) The date and approximate duration of the temporary relocation;

(ii) The location of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period;

(iii) The terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling in the building/complex upon completion of the project; and

(iv) The provisions of [paragraph \(b\)\(1\)](#) of this section.

**(c) Relocation assistance for displaced persons -**

(1) **General.** A displaced person (defined in [paragraph \(c\)\(2\)](#) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) ([42 U.S.C. 4201-4655](#)) and [49 CFR part 24](#). A “displaced person” must be advised of his or her rights under the Fair Housing Act and, if the comparable replacement dwelling used to establish the amount of the replacement housing payment to be provided to a minority person is located in an area of minority concentration, the minority person also must be given, if possible, referrals to comparable and suitable, decent, safe, and sanitary replacement dwellings not located in such areas.

**(2) Displaced Person.**

(i) For purposes of [paragraph \(c\)](#) of this section, the term *displaced person* means a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After notice by the owner to move permanently from the property, if the move occurs on or after:

(1) The date of the submission of an application to the participating jurisdiction or HUD, if the applicant has site control and the application is later approved; or

(2) The date the jurisdiction approves the applicable site, if the applicant does not have site control at the time of the application; or

(B) Before the date described in [paragraph \(c\)\(2\)\(i\)\(A\)](#) of this section, if the jurisdiction or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or

(C) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(1) The tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe, and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions. Such reasonable terms and conditions must include a term of at least one year at a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

- (i) The tenant's monthly rent before such agreement and estimated average monthly utility costs; or
    - (ii) The total tenant payment, as determined under [24 CFR 5.628](#), if the tenant is low-income, or 30 percent of gross household income, if the tenant is not low-income;
  - (2) The tenant is required to relocate temporarily, does not return to the building/complex, and either
    - (i) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation; or
    - (ii) Other conditions of the temporary relocation are not reasonable; or
  - (3) The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.
- (ii) Notwithstanding [paragraph \(c\)\(2\)\(i\)](#) of this section, a person does not qualify as a *displaced person* if:
- (A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the participating jurisdiction determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance. The effective date of any termination or refusal to renew must be preceded by at least 30 days advance written notice to the tenant specifying the grounds for the action.
  - (B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, incur a rent increase), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;
  - (C) The person is ineligible under [49 CFR 24.2\(g\)\(2\)](#); or
  - (D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
- (iii) The jurisdiction may, at any time, ask HUD to determine whether a displacement is or would be covered by this rule.

(3) **Initiation of negotiations.** For purposes of determining the formula for computing replacement housing assistance to be provided under [paragraph \(c\)](#) of this section to a tenant displaced from a dwelling as a direct result of private-owner rehabilitation, demolition or acquisition of the real property, the term *initiation of negotiations* means the execution of the agreement covering the acquisition, rehabilitation, or demolition.

(d) **Optional relocation assistance.** The participating jurisdiction may provide relocation payments and other relocation assistance to families, individuals, businesses, nonprofit organizations, and farms displaced by a project assisted with HOME funds where the displacement is not subject to [paragraph \(c\)](#) of this section. The jurisdiction may also provide relocation assistance to persons covered under [paragraph \(c\)](#) of this section beyond that required. For any such assistance that is not required by State or local law, the jurisdiction must adopt a written policy available to the public that describes the optional relocation assistance that it has elected to furnish and provides for equal relocation assistance within each class of displaced persons.

(e) **Residential anti-displacement and relocation assistance plan.** The participating jurisdiction shall comply with the requirements of [24 CFR part 42, subpart C](#).

(f) **Real property acquisition requirements.** The acquisition of real property for a project is subject to the URA and the requirements of [49 CFR part 24, subpart B](#).

(g) **Appeals.** A person who disagrees with the participating jurisdiction's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the jurisdiction. A low-income person who is dissatisfied with the jurisdiction's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [61 FR 51760](#), Oct. 3, 1996; [62 FR 28930](#), May 28, 1997; [67 FR 61756](#), Oct. 1, 2002; [78 FR 44678](#), July 24, 2013]

## **§ 92.354 Labor.**

### **(a) General.**

(1) Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act ([40 U.S.C. 3141](#)), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701](#)).

(2) The contract for construction must contain these wage provisions if HOME funds are used for any project costs in [§ 92.206](#), including construction or non-construction costs, of

housing with 12 or more HOME-assisted units. When HOME funds are only used to assist homebuyers to acquire single-family housing, and not for any other project costs, the wage provisions apply to the construction of the housing if there is a written agreement with the owner or developer of the housing that HOME funds will be used to assist homebuyers to buy the housing and the construction contract covers 12 or more housing units to be purchased with HOME assistance. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Once they are determined to be applicable, the wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted.

(3) Participating jurisdictions, contractors, subcontractors, and other participants must comply with regulations issued under these acts and with other Federal laws and regulations pertaining to labor standards, as applicable. Participating jurisdictions shall be responsible for ensuring compliance by contractors and subcontractors with labor standards described in this section. In accordance with procedures specified by HUD, participating jurisdictions shall:

- (i) Ensure that bid and contract documents contain required labor standards provisions and the appropriate Department of Labor wage determinations;
- (ii) Conduct on-site inspections and employee interviews;
- (iii) Collect and review certified weekly payroll reports;
- (iv) Correct all labor standards violations promptly;
- (v) Maintain documentation of administrative and enforcement activities; and
- (vi) Require certification as to compliance with the provisions of this section before making any payment under such contracts.

(b) ***Volunteers.*** The prevailing wage provisions of [paragraph \(a\)](#) of this section do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work. See [24 CFR part 70](#).

(c) ***Sweat equity.*** The prevailing wage provisions of [paragraph \(a\)](#) of this section do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of, or as a supplement to, rent payments.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [78 FR 44678](#), July 24, 2013]

**[§ 92.355 Lead-based paint.](#)**

Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

[[64 FR 50224](#), Sept. 15, 1999]

### **§ 92.356 Conflict of interest.**

(a) ***Applicability.*** In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in [2 CFR 200.317](#) and [2 CFR 200.318](#), apply. In all cases not governed by [2 CFR 200.317](#) and [2 CFR 200.318](#), the provisions of this section apply.

(b) ***Conflicts prohibited.*** No persons described in [paragraph \(c\)](#) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

(c) ***Persons covered.*** The conflict of interest provisions of [paragraph \(b\)](#) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) ***Exceptions: Threshold requirements.*** Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of [paragraph \(b\)](#) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of [paragraph \(d\)](#) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in [paragraph \(c\)](#) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

(f) ***Owners and developers.***

(1) No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability specified in [§ 92.252\(e\)](#) or [§ 92.254\(a\)\(4\)](#). This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) ***Exceptions.*** Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of [paragraph \(f\)\(1\)](#) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

- (i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
- (iii) Whether the tenant protection requirements of [§ 92.253](#) are being observed;
- (iv) Whether the affirmative marketing requirements of [§ 92.351](#) are being observed and followed; and
- (v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

[[61 FR 48750](#), Sept. 16, 1996, as amended at [62 FR 28930](#), May 28, 1997; [78 FR 44679](#), July 24, 2013; [80 FR 75935](#), Dec. 7, 2015]

#### **[§ 92.357 Executive Order 12372.](#)**

(a) **General.** Executive Order 12372, as amended by Executive Order 12416 ([3 CFR](#), 1982 Comp., p. 197 and [3 CFR](#), 1983 Comp., p. 186) (Intergovernmental Review of Federal Programs) and HUD's implementing regulations at [24 CFR part 52](#), allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) **Applicability.** Executive Order 12372 applies to applications submitted with respect to HOME funds being competitively reallocated under [subpart J of this part](#) to units of general local government.

#### **[§ 92.358 Consultant activities.](#)**

No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g., annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, [Pub. L. 104-204](#) (September 26, 1996)). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

[[62 FR 28930](#), May 28, 1997]



## § 92.359 VAWA requirements.

### (a) **General.**

(1) The Violence Against Women Act (VAWA) requirements set forth in [24 CFR part 5, subpart L](#), apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by this section.

(2) For the HOME program, the “covered housing provider,” as this term is used in HUD’s regulations in [24 CFR part 5, subpart L](#), refers to:

(i) The housing owner for the purposes of [24 CFR 5.2005\(d\)\(1\)](#), [\(d\)\(3\)](#), and [\(d\)\(4\)](#) and [§ 5.2009\(a\)](#); and

(ii) The participating jurisdiction and the owner for purposes of [24 CFR 5.2005\(d\)\(2\)](#), [5.2005\(e\)](#), and [5.2007](#), except as otherwise provided in [paragraph \(g\)](#) of this section.

(b) **Effective date.** The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking became applicable upon enactment of VAWA 2013 on March 7, 2013. Compliance with the VAWA regulatory requirements under this section and [24 CFR part 5, subpart L](#), are required for any tenant-based rental assistance or rental housing project for which the date of the HOME funding commitment is on or after *December 16, 2016*.

(c) **Notification requirements.** The participating jurisdiction must provide a notice and certification form that meet the requirements of [24 CFR 5.2005\(a\)](#) to the owner of HOME-assisted rental housing.

(1) **For HOME-assisted units.** The owner of HOME-assisted rental housing must provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit, or denied admission to a HOME-assisted unit based on the owner’s tenant selection policies and criteria. The owner of HOME-assisted rental housing must also provide the notice and certification form described in [24 CFR 5.2005](#) with any notification of eviction from a HOME-assisted unit.

(2) **For HOME tenant-based rental assistance.** The participating jurisdiction must provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to the applicant for HOME tenant-based rental assistance when the applicant’s HOME tenant-based rental assistance is approved or denied. The participating jurisdiction must also provide the notice and certification form described in [24 CFR 5.2005\(a\)](#) to a tenant receiving HOME tenant-based rental assistance when the participating jurisdiction provides the tenant with notification of termination of the HOME tenant-based rental assistance, and when the participating jurisdiction learns that the tenant’s housing owner intends to provide the tenant with notification of eviction.

(d) ***Bifurcation of lease requirements.*** For the purposes of this part, the following requirements shall apply in place of the requirements at [24 CFR 5.2009\(b\)](#):

(1) If a family living in a HOME-assisted rental unit separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) may remain in the HOME-assisted unit.

(2) If a family who is receiving HOME tenant-based rental assistance separates under [24 CFR 5.2009\(a\)](#), the remaining tenant(s) will retain the HOME tenant-based rental assistance. The participating jurisdiction must determine whether the tenant that was removed from the unit will receive HOME tenant-based rental assistance.

(e) ***VAWA lease term/addendum.*** The participating jurisdiction must develop a VAWA lease term/addendum to incorporate all requirements that apply to the owner or lease under [24 CFR part 5, subpart L](#), and this section, including the prohibited bases for eviction and restrictions on construing lease terms under [24 CFR 5.2005\(b\)](#) and [\(c\)](#). This VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if the participating jurisdiction determines that the tenant has met the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#). When HOME tenant-based rental assistance is provided, the lease term/addendum must require the owner to notify the participating jurisdiction before the owner bifurcates the lease or provides notification of eviction to the tenant. If HOME tenant-based rental assistance is the only assistance provided (*i.e.*, the unit is not receiving project-based assistance under a covered housing program, as defined in [24 CFR 5.2003](#)), the VAWA lease term/addendum may be written to expire at the end of the rental assistance period.

(f) ***Period of applicability.*** For HOME-assisted rental housing, the requirements of this section shall apply to the owner of the housing for the duration of the affordability period. For HOME tenant-based rental assistance, the requirements of this section shall apply to the owner of the tenant's housing for the period for which the rental assistance is provided.

(g) ***Emergency Transfer Plan.***

(1) The participating jurisdiction must develop and implement an emergency transfer plan and must make the determination of whether a tenant qualifies under the plan. The plan must meet the requirements in [24 CFR 5.2005\(e\)](#), as supplemented by this section.

(2) For the purposes of [§ 5.2005\(e\)\(7\)](#), the required policies must specify that for tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately available, the participating jurisdiction must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the participating jurisdiction may:

(i) Establish a preference under the participating jurisdiction's HOME program for tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#);

(ii) Provide HOME tenant-based rental assistance to tenants who qualify for emergency transfers under [24 CFR 5.2005\(e\)](#); or

(iii) Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.



# City and County of Broomfield

## City Council Regular Meeting

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### E. Request for Executive Sessions Regarding the Presiding Municipal Court Judge's Annual Performance Review

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6E.
Presented By	
Niki Macklin	
Community Goals	

## Overview

[View Correspondence](#)

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Request for Executive Sessions Regarding the Presiding Municipal Court Judge's Annual Performance Review

### **Attachments**

[2025 Request for Executive Sessions Regarding the Presiding Municipal Court Judge Annual Performance Review \(2\).pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

As part of Council’s annual review and evaluation of the Presiding Municipal Court Judge, executive sessions have been proposed to be held on February 11, 2025 and February 25, 2025 following Council’s regular meetings. These executive sessions are permitted under C.R.S. § 24-6-402 (4)(f)(I) - Personnel Matters. An executive session requires an affirmative vote of two-thirds of the quorum present.

The open meetings provision of the Colorado Sunshine Act of 1972 (Act) requires that any local public body announce in public the topic for discussion for the executive session. In addition, the local public body must include the specific citation in the Act that authorizes the local public body to meet in executive session. The local public body must also identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized. C.R.S. § 24-6-402(4).

The executive session will be electronically recorded. The record of an executive session must also state the specific citation in the Act authorizing the executive session. Portions of an executive session that are purely for purposes of obtaining legal advice do not need to be recorded.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

Prior executive sessions in the last twelve months regarding personnel matters involving the Presiding Municipal Court Judge’s Annual Performance review have been held on [March 12, 2024](#), [March 26, 2024](#), and [April 9, 2024](#).

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Based on the above, it is recommended...

That an Executive Session be held on February 11, 2025 and February 25, 2025, following Council’s regular meetings for the purpose of discussing personnel matters related to the Presiding Municipal Court Judge’s annual review, as permitted by CRS § 24-6-402(4)(f)(I).

## Alternatives

Deny motion and not schedule the executive sessions.



# City and County of Broomfield

## City Council Regular Meeting

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### F. Request for Executive Session Regarding Broomfield Town Square

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Consent Items Item: 6F.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Request for Executive Session to provide instruction to negotiators and legal advice regarding Broomfield Town Square.

### **Attachments**

[Executive Session Request Regarding Broomfield Town Square.pdf](#)

## Summary

[View Correspondence](#)

The City and County Attorney requests Council hold an executive session for the purpose of obtaining instruction to negotiators and obtaining legal advice regarding Broomfield Town Square. The executive session is proposed for January 28, 2025 to take place immediately following the regular council meeting. In the event the executive session is not needed, it will be canceled.

An executive session is permitted under C.R.S. § 24-6-402(4)(b) and (e) and requires an affirmative vote of 2/3rds of the quorum present.

The open meetings provision of the Colorado Sunshine Act of 1972 (Act) requires that any local public body announce in public the topic for discussion for the executive session. In addition, the local public body must include the specific citation in the Act that authorizes the local public body to meet in executive session. The local public body must also identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized. C.R.S. § 24-6-402(4).

Executive sessions are electronically recorded. The record of an executive session must also state the specific citation in the Act authorizing the executive session. Portions of an executive session that are purely for purposes of obtaining legal advice do not need to be recorded.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

N/A

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Based on the above, it is recommended that Council approve, by 2/3rds vote, the following motion ...

That the City Council schedule an executive session to be held on January 28, 2025 immediately after Council's regular council meeting, for the purpose of obtaining instruction to negotiators and obtain legal advice regarding Broomfield Town Square as permitted by C.R.S. § 24-6-402(4)(b) and (e).

## Alternatives

Deny motion and not schedule the executive session.



# City and County of Broomfield

## City Council Regular Meeting

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### A. Proposed Resolution for Consideration of the City and County Attorney's Employment Agreement

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Niki Macklin, HR Director	
Community Goals	

## Overview

[View Correspondence](#)

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Consideration of the City and County Attorney's Employment Agreement.

### **Attachments**

[Memo- 2025 Amendment to City and County Attorney's Employment Agreement \(1\).pdf](#)

[Resolution No. 2025-15 Amending City and County Attorney's Employment Agreement \(1\).pdf](#)

[2025 Amendment to City Attorney Employment Agreement Rodgers \(1\).pdf](#)



## Summary

[View Correspondence](#)

[View Presentations](#)

Nancy Rodgers was appointed as the City and County Attorney for the City and County of Broomfield at the [November 17, 2020](#) City Council meeting. Her [Employment Agreement](#) was approved at the same meeting. Ms. Rodgers began her service as City and County Attorney on December 30, 2020.

Recently and pursuant to the Employment Agreement, City Council has concluded an assessment of the City and County Attorney's performance. Based on her annual performance review conducted by Council, City Council would like to consider a performance-based merit increase of 5% for Ms. Rodgers, which would bring her salary to \$285,886 effective January 8, 2025, which is the same date as the 2025 CCOB merit increases for eligible employees.

Council would like to amend Ms. Rodgers Employment Agreement to mirror the same benefits premium contributions as the City and County Manager's Employment Agreement provides, which is 100% employer paid medical, dental and vision premiums for family coverage.

Proposed Resolution No. 2025-15, if approved, would authorize an amendment to the Employment Agreement for Ms. Rodgers to reflect a performance-based merit increase of her current base annual salary and to provide benefits premium contributions for family coverage.

All other terms and conditions of the current Employment Agreement as previously established or amended shall remain the same.

## Financial Considerations

The budgetary impact of these proposed amendments will result in an additional \$13,614 for salary in fiscal year 2025. The additional funds for the salary proposal was not part of the original 2025 City and County of Broomfield budget that was adopted on October 22, 2024. The additional funds required will be requested as part of a future Budget Amendment if funds cannot be identified within current appropriations. Any ongoing costs will be evaluated as part of the budget process to determine funding needs.

## Prior Council or Other Entity Actions

On [November 17, 2020](#), City Council selected Nancy Rodgers as the City and County Attorney of the City and County of Broomfield and approved Ms. Rodgers' Employment Agreement

On [February 22, 2022](#), Resolution No. 2022-41 Approving the First Amendment to the City and County Attorney's Employment Agreement was approved.

On [December 13, 2022](#), Resolution No. 2022-152 Approving the 2022 Amendment to the City and County Attorney's Employment Agreement was approved.

On [January 9, 2024](#), Resolution No. 2024-13 Approving the 2024 Amendment to the City and County Attorney's Employment Agreement was approved.

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

N/A

## **Proposed Actions / Recommendations**

If Council desires to move forward with this action, then the appropriate motion is:

**That Resolution No. 2025-15 be adopted.**

## **Alternatives**

Reject the amendment. The current agreement, as amended previously, remains in effect.

# RESOLUTION NO. 2025-15

A Resolution Approving the 2025 Amendment to Employment Agreement between the City And County of Broomfield and the City and County Attorney

## Recitals.

Whereas, the City and County of Broomfield (the “City”) entered into an Employment Agreement with Nancy Rodgers (“Ms. Rodgers”) as the City and County Attorney of Broomfield dated November 17, 2020 (“Employment Agreement”); and

Whereas, the City and Ms. Rodgers desire to amend the Employment Agreement to reflect a compensation increase following her annual performance review. Council would also like to amend Ms. Rodgers Employment Agreement to mirror the same benefits premium contributions as the City and County Manager’s Employment Agreement provides, which is 100% employer paid medical, dental and vision premiums for family coverage.

Whereas, the City and Ms. Rodgers mutually agree to the terms set forth in the attached 2024 Second Amendment to Employment Agreement.

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

## Section 1.

The City Council hereby approves the 2025 Amendment to Employment Agreement, which is attached hereto.

## Section 2.

The Mayor or Mayor Pro-Tem is authorized to sign and the Office of the City and County Clerk is authorized to attest the 2025 Amendment to Employment Agreement, in form approved by legal counsel for the City.

## Section 3.

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

The City and County of Broomfield, Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved as to form:

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

PWG

## 2025 Amendment to Employment Agreement

This 2025 Amendment to Employment Agreement, made and entered into this 28th day of January 2025, by and between the City and County of Broomfield, a Colorado municipal corporation and county ("City"), and Nancy Rodgers ("Employee").

Whereas, City and Employee entered into the initial Employment Agreement dated November 17, 2020, which has been amended previously by agreement of the parties; and

Whereas, the Employment Agreement specifically provides for the review of compensation on an annual basis; and

Whereas, City and Employee desire to amend the Agreement to increase annual compensation as set forth in this 2025 Amendment.

Now, Therefore, in consideration of the mutual promises and covenants of the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement "Compensation" is hereby amended to read as follows:

**Section 3: Compensation.** City agrees to pay Employee a base annual salary of \$285,886, which shall be paid at the same time and in the same increments applicable to salaries of other City employees. This salary will take effect on January 8, 2025.

This agreement shall be amended to reflect any compensation adjustments approved by the City Council. Consideration shall be given on an annual basis to review compensation. Increased compensation may be in the form of a salary increase and/or a bonus.

2. Section 4 of the Agreement "Health, Dental, Disability and Life Insurance Benefits" is hereby amended to read as follows:

**Section 4: Health, Dental, Disability and Life Insurance Benefits.** The City agrees to provide and to pay the premiums for those insurance benefit programs currently offered to eligible City employees for life insurance, accidental death and dismemberment insurance, long-term disability insurance, medical insurance and dental insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the City, as amended from time to time. The City agrees to pay 100% of the insurance premiums due for participation in the City's medical, dental, and vision insurance programs for family coverage.

3. Except as amended herein, the Employment Agreement remains in full force and effect. This 2025 Amendment to Employment Agreement, upon execution, shall be binding upon the parties, their heirs, successors and assigns.

The City And County of Broomfield, Colorado

\_\_\_\_\_  
Mayor

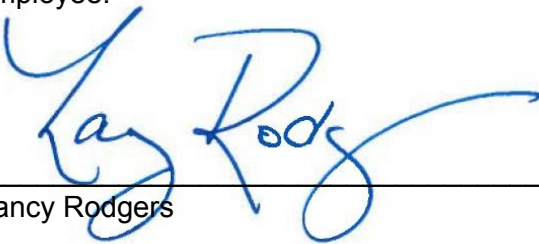
Attest:

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

Approved As To Form:

\_\_\_\_\_<sup>PWG</sup>  
Deputy City and County Attorney

Employee:

  
\_\_\_\_\_  
Nancy Rodgers



# City and County of Broomfield

## City Council Regular Meeting

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### B. Consideration of the City and County Manager's Employment Agreement

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Action Items Item: 7B.
Presented By	
Niki Macklin, HR Director	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Consideration of the City and County Manager's Employment Agreement.

### **Attachments**

[Memo- 2025 Consideration of the City and County Manager's Employment Agreement.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Jennifer Hoffman began her service as City and County Manager on July 31, 2019, after Council nominated her for the position at the [May 21, 2019](#) City Council meeting and approved an [Employment Agreement](#) on June 25, 2019.

Recently and pursuant to the Employment Agreement, City Council has concluded their annual assessment of the City and County Manager's performance. Based on her annual performance review conducted by Council, City Council considered a performance-based merit increase for Ms. Hoffman and offered a 4% increase, which would bring her salary to \$329,910.

Ms. Hoffman has informed Council that she is declining this annual merit increase and would like to stay at her current annual base salary, which is \$317,221. All other terms and conditions of the current Employment Agreement as previously established or amended shall remain the same

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

On [June 25, 2019](#), City Council approved Jennifer Hoffman's Employment Agreement.

On [February 25, 2020](#), City Council approved the First Amendment to Ms. Hoffman's Employment Agreement.

On [August 10, 2021](#), Council approved the Second Amendment to Ms. Hoffman's Employment Agreement.

On [September 27, 2022](#), Council approved the 2022 (3rd) Amendment to Ms. Hoffman's Employment Agreement.

On [October 24, 2023](#), Council approved the 2023 (4th) Amendment to Ms. Hoffman's Employment Agreement

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

Since Ms. Hoffman declined the offered salary increase and there were no other proposed changes to her agreement, there is nothing to be voted on. Ms. Hoffman's current agreement, as previously amended, will remain in effect.

## Alternatives

N/A





**C. Proposed Resolution for Regional Bikeshare Program Memorandum of Understanding**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Action Items Item: 7C.
Presented By	
Sarah Grant, Transportation Manager	
Community Goals	
<input checked="" type="checkbox"/> Growing Greener <input checked="" type="checkbox"/> Mobility	

## Overview

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Broomfield and regional partners in the northwest Denver metro have been attempting to implement long-term sustainable micromobility solutions for a number of years. The [2014 US 36 First and Final Mile \(FFM\) Study](#) identified bikeshare as a priority program to improve access to transit. Currently, regional bikeshare is the top US 36 FFM priority that has yet to be completed.

This Memorandum of Understanding provides a basis of understanding for the parties to move forward with a process to identify a possible vendor to proceed with the Program; as a result, this MOU only requires staff time and no direct costs. The goal of the Program is to connect communities in the Northwest Metro Region with reliable, sustainable, and user-friendly transportation options. Through this MOU, the parties desire to acknowledge their mutual interest in the Program. In addition, in this MOU, the Parties intend to clarify their understanding of the key Program elements and articulate a framework for advancement. Entering into this MOU does not constitute a commitment to participate in any final contractual arrangement that may be developed.

### **Attachments**

[MEMO- Regional Bikeshare MOU.pdf](#)

[Resolution 2025-10 Regional Bikeshare MOU.pdf](#)

[2025 Regional Bikeshare MOU.pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

Broomfield and regional partners in the northwest Denver metro have been attempting to implement long-term sustainable micromobility solutions for a number of years. The [2014 US 36 First and Final Mile \(FFM\) Study](#) identified bikeshare as a priority program to improve access to transit. Currently, regional bikeshare is the top US 36 FFM priority that has yet to be completed. Ten years ago, the options were limited for a suburban context, electric bicycle options for bikeshare were not widely available, and implementation of docks and deployment were costly.

In 2017, the northwest region was moving in the direction of a regional system with Zagster, first rolling out in Westminster and Longmont. In 2018, Zagster began operating under the name PACE, and PACE wrote to communities that they would no longer provide their service. They were not interested in a regional program in suburban communities and were focusing efforts on implementation in large cities. The bicycles were removed from the communities quickly thereafter. These bikeshare companies have since gone out of business.

In 2019, Commuting Solutions issued a request for information (RFI), with support from northwest metro communities, to explore if there was industry interest in providing micromobility in the northwest region. It became clear that a monetary investment would likely be needed to attract and initiate a system in suburban communities in the NW metro region.

Most recently, Broomfield has been approached by [Bird](#) (e-scooters), [Lime](#) (e-bikes and e-scooters) and [BCycle](#) (docked bicycles and e-bicycles). [Bird filed for bankruptcy](#) in December 2023 and is no longer deploying in Colorado. Lime offers a dockless system with options including e-bikes and e-scooters. Lime currently operates in Denver and Boulder (e-scooters only). BCycle offers docked bicycles and e-bicycles and has operated in Boulder since 2011 and in Denver from 2008 to 2020. Lime and BCycle have a presence in communities nationwide.

In 2023, Commuting Solutions initiated a northwest regional e-bikeshare study. The study conducted community outreach in each community from Westminster to Longmont in the summer of 2023. Over 148 responses from the survey came from Broomfield residents, approximately half of all survey respondents. 76% of Broomfield respondents thought an e-bike system would benefit the Broomfield community. 60% thought they would use it to get to transit. 30% of respondents noted they currently do not ride a bicycle, but 70% of them would be interested in riding a bicycle.

Staff has also conducted outreach to Broomfield committees, including Advisory Committee on Environmental Sustainability (ACES) on September 11, 2023, and the Open Space and Trails Advisory Committee (OSTAC) on September 28, 2023. Generally, feedback received included the following: docked electric bicycles would be preferable over dockless bikes/e-bikes or scooters, a regional system would be a key factor for success in Broomfield, and starting with first and final mile connections to US 36 transit would be a good place to initiate a program.

In 2024, staff conducted outreach with members of the Broomfield business community. The Flatiron Improvement District (FID) has identified shared micromobility (such as e-bikeshare) programs as a priority in their current work plan effort to increase mobility options within the FID, Interlocken and to the US 36 Flatiron station for residents, employees, and customers. The Interlocken Owners Association reached out to

Broomfield staff about micromobility options, and staff subsequently presented options. Feedback was overall supportive of a docked electric bike system rather than a dockless bike or scooter system and felt that a bikeshare system would be a good fit for employees and residents in the Interlocken area and first and final mile access to the US 36 Flatiron Station.

Staff has also conducted internal outreach to departments, including the Broomfield Police Department, Public Works, Open Space & Trails, Parks, Recreation & Senior Services, and Community Development, to solicit input and feedback on potential options.

Currently, northwest regional partners propose a regional memorandum of understanding (MOU) to develop a common understanding and framework for the deployment of a potential regional docked electric bikeshare system (the “Program”) in the Northwest Metro Region. The MOU further outlines the process for the development of a regional request for proposals (RFP) for the Program. At the time of publishing this memo, the following jurisdictions are intended to enter into this MOU: Boulder County, City of Lafayette, City of Longmont, City of Louisville, City of Westminster, Town of Erie, and Town of Superior.

The MOU outlines:

- Preferred Mode: The Parties agree that the preferred mode for the Program is a docked or station-based electric bicycle-share system.
- Primary Vendor: The Parties agree that in order for the Program to be regional and to function seamlessly from one community to another, one bikeshare vendor should be chosen to serve the region.
- Procurement: The Parties agree that the preferred mechanism for pursuing a shared bikeshare vendor is to issue a Request for Proposals (RFP) with the City of Longmont taking the lead on the issuance of the RFP with the intent that the other participating jurisdictions will also contract with the selected vendor chosen from the RFP process.
- Request for Proposal Elements: The RFP will contain, at a minimum, the following criteria:
  - Phased Implementation
  - Proven Track Record of Success
  - Highly Qualified Team
  - Local Collaboration
- Funding: This MOU provides a basis of understanding for the Parties to move forward with a process to identify a possible vendor to proceed with the Program; as a result, this MOU only requires staff time and no direct costs. The Parties acknowledge that some cost may be associated with the deployment of the Program and agree that no formal financial commitment is being made as part of this MOU. It will remain at the discretion of a Party to decide whether or not to participate in the Program once any RFP process is complete.

## Financial Considerations

This MOU only requires staff time and no direct costs.

In the future, there will be costs associated with the deployment of a bikeshare program. This MOU contains no financial commitment. Separate action by the City Council will be requested at a later date to determine whether or not to participate in a regional bikeshare program. Such action would be requested after selecting a regional bike share vendor; Council will be presented with the costs and contract to consider.

Related to the potential future costs, the City of Longmont submitted a regional grant application to the

Colorado Energy Office's (CEO) Community Accelerated Mobility Project (CAMP) to support the potential first phase of regional bikeshare in Boulder County, the City and County of Broomfield, City of Lafayette, City of Longmont, Town of Superior and City of Westminster. In November, the CEO announced a \$1.5 million dollar grant award for the implementation of the first phase of a regional electric bikeshare program. If the MOU is supported by Council to participate in a regional RFP, Broomfield, along with the other participating agencies, will be eligible to receive a portion of the grant funding award to implement the first phase of electric bikeshare in the community. Future phases of deployment of bikeshare may or may not be eligible for other grant opportunities, and staff will recommend seeking partnerships with the business community and development community to support the initiation and expansion of the program over time.

## Prior Council or Other Entity Actions

None

## Boards and Commissions Prior Actions and Recommendations

- On September 11, 2023, the Advisory Committee on Environmental Sustainability (ACES) and on September 28, 2023, the Open Space and Trails Advisory Committee (OSTAC) received presentations and discussed the potential options for micromobility in Broomfield and potential options of a regional program. Both committees indicated support for further exploring micromobility in Broomfield. Feedback themes shared by both committees included: docked electric bicycles would be preferable over dockless bikes/e-bikes or scooters, a regional system connecting to neighboring communities would be a key factor for success in Broomfield, and starting with first and final mile connections to US 36 transit would be a good place to initiate a program.

## Proposed Actions / Recommendations

If Council desires to proceed with the MOU, the appropriate motion is...

**That Resolution 2025-10 be adopted.**

## Alternatives

Decide not to enter into a multi-jurisdictional memorandum of understanding for a regional bikeshare approach and not participate in a regional request for proposals process.

# RESOLUTION NO. 2025-10

A resolution approving a Memorandum of Understanding Regarding a Multi-Jurisdictional and Regional Approach to Bikeshare in the Northwest Metro Region

## Section 1.

The Memorandum of Understanding regarding a multi-jurisdictional and regional approach to bikeshare in the northwest metro region 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 Memorandum of Understanding, in form approved by the City and County Attorney.

## Section 3.

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

Approved on January 28, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney

**MEMORANDUM OF UNDERSTANDING REGARDING A  
MULTI-JURISDICTIONAL AND REGIONAL APPROACH TO BIKESHARE IN  
THE NORTHWEST METRO REGION**

1. **Background.** This Memorandum of Understanding (“MOU”) is a collaboration of the communities of Boulder County, City and County of Broomfield, Town of Erie, City of Lafayette, City of Longmont, City of Louisville, Town of Superior, City of Westminster (the “Parties”) seeking to develop a common understanding and framework for the deployment of an electric bikeshare program in the Northwest Metro Region (the “Program”). This MOU is consistent with the recommendations made in regional studies including the [2013 US 36 First and Final Mile Study](#), the [2014 Northwest Area Mobility Study \(NAMS\)](#), and the [2021 CO 119 First and Final Mile Study](#).
2. **Purpose.** The goal of the Program is to connect communities in the Northwest Metro Region with reliable, sustainable, and user-friendly transportation options. Through this MOU, the Parties desire to acknowledge their mutual interest in the Program. In addition, in this MOU, the Parties intend to clarify their understanding of the key Program elements and articulate a framework for advancement. Entering into this MOU does not constitute a commitment to participate in any final contractual arrangement that may be developed.
3. **Key Program Elements.**
  - a. **Preferred Mode-** The Parties agree that the preferred mode for the Program is a docked or station-based electric bicycle-share system.
  - b. **Primary Vendor-** The Parties agree that in order for the Program to be regional, and to function seamlessly from one community to another, one bikeshare vendor should be chosen to serve the region.
4. **Program Development Process.**
  - a. **Procurement-** The Parties agree that the preferred mechanism for pursuing a shared bikeshare micromobility vendor is to issue a Request for Proposals (RFP) with the City of Longmont taking lead on the issuance of the RFP, in coordination and work collaboratively with other participating local jurisdictions on the RFP and scope of work, with the intent that the other participating jurisdictions will also contract with the selected vendor chosen from the RFP process. It is further agreed that only local governments that are Parties to this MOU may participate directly in the procurement process.
  - b. **Request for Proposal Elements-** The RFP will contain at a minimum the following criteria.
    - i. **Phased Implementation.** It is likely that deployment will occur in phases across the region. The vendor will provide a phasing plan for regional bikeshare deployment.
    - ii. **Proven Track Record of Success.** The vendor will provide recent project examples of similar scope and size that demonstrate their ability to develop successful and lasting regional programs. The vendor will provide information

on the number, location, land use contexts and duration of successful program implementations, including successful implementation of regional systems.

- iii. **Highly Qualified Team.** The vendor will discuss the key personnel and their experience.
  - iv. **Local Collaboration.** The vendor commits to working with each participating community to develop individualized deployment plans.
  - c. **Proposed Timeline for MOU Commitment.** The Parties agree to work cooperatively to complete an RFP process no later than December 31, 2025.
  - d. **Collaboration.** The Parties will work collaboratively to develop the RFP document which the Parties agree will include a sample agreement detailing the terms by which the selected vendor will establish the program in the region. The RFP responses will likely include a variety of questions to establish the ability and parameters around which a vendor could provide the Program to the region.
  - e. **Evaluation Team.** Each of the regional jurisdictions signing this MOU will be permitted to have one person on the evaluation committee that will evaluate all of the proposals based on pre-established criteria developed during the drafting of the RFP.
5. **Funding.** This MOU is designed to develop the understanding for the Parties to move forward with a process to identify a possible vendor to proceed with the Program; as a result, this MOU only requires staff time and no direct costs. The Parties acknowledge that some cost may be associated with the deployment of the Program and agree that no formal financial commitment is being made as part of this MOU. It will remain at the discretion of a Party to decide whether or not to participate in the Program once any RFP process is complete.
6. **Cooperation. Legal Disclaimers.** By entering into this MOU, no Party makes any legally binding commitments.
7. **Termination.** Any Party may terminate its participation in this MOU at any time by providing written notice to the Parties as identified in the signature block to this MOU.

**BOULDER COUNTY, COLORADO**

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_



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

\_\_\_\_\_  
Guyleen Castriotta, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

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

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF LAFAYETTE, COLORADO**

\_\_\_\_\_  
Jaideep Mangat, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Beck, City Clerk

\_\_\_\_\_  
City Attorney

**CITY OF LONGMONT, COLORADO**

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

**CITY OF LOUISVILLE, COLORADO**

\_\_\_\_\_  
Chris Leh, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**TOWN OF SUPERIOR, COLORADO**

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_



# City and County of Broomfield

## City Council Regular Meeting

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### D. Proposed Resolution Adopting a Flag Policy on Property Owned or Controlled by the City and County of Broomfield

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Action Items Item: 7D.
Presented By	
Nancy Rodgers, City and County Attorney	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

Resolution No. 2025-02, if approved, would adopt a flag policy on property owned or controlled by the City and County of Broomfield.

### **Attachments**

[Memo - Proposed Resolution 2025-02 Approving a Flag Policy.pdf](#)

[Resolution 2025-02 A Resolution adopting a flag policy on property owned or controlled by the City and County of Broomfield .pdf](#)

## Summary

[View Correspondence](#)

[View Presentation](#)

On June 11, 2024, Mayor Castriotta brought forward a request for future action to implement a policy for flags flown on City and County property. The Mayor made the request after there was public comment requesting that the City and County of Broomfield revise or change its flag policy. However, Council had never enacted a formal flag policy. After discussion, Council determined that a policy set by resolution would be beneficial and directed staff to prepare such a resolution.

Council's intent in establishing this policy is to formalize and clarify CCOB's practice regarding its flagpoles and provide clear direction to staff regarding the display of flags on flagpoles and property owned, leased, or operated by CCOB. This policy is set forth in proposed Resolution 2025-02. This resolution is not intended to and does not regulate flags on private homes, private businesses, or on other property not owned or controlled by CCOB; such flags and other signs are governed by the regulations in the Broomfield Municipal Code.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[June 11, 2024](#) Request for Future Action regarding a Formal Flag Policy

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the proposed flag policy resolution, the appropriate motion is...  
**That Resolution 2025-02 be adopted.**

## Alternatives

Modify the resolution as determined by Council, or do not approve the resolution.



# RESOLUTION NO. 2025-02

A resolution adopting a flag policy on property owned or controlled by the City and County of Broomfield

## Recitals.

Whereas, Council desires to establish a policy for the display of flags on flagpoles and other property owned, leased, or operated by the City and County of Broomfield (CCOB); and

Whereas, this policy is not intended to and does not regulate flags on private homes, private businesses, or on other property not owned or controlled by CCOB; such flags and others signs are governed by the regulations in the Broomfield Municipal Code; and

Whereas, this flag policy is also not intended to create any designated or limited public forum on property owned or operated by CCOB; and

Whereas, Council's intent in establishing this policy is to, as a body, formalize CCOB's practice regarding its flagpoles and provide clear direction to staff regarding the display of flags on flagpoles and property owned, leased, or operated by CCOB; and

Whereas, this policy shall remain in effect until rescinded by Council by resolution.

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

## Section 1.

### A. Applicability and Definitions

1. This policy applies to flags physically attached to any flagpole or other property owned, leased, or operated by the City and County of Broomfield.
2. Only CCOB staff can, within the course and scope of their employment, fly flags on CCOB flagpoles or other permitted property. CCOB does not permit outside groups or individuals to fly flags on CCOB flagpoles or other permitted property.
3. *Flag* means any fabric, banner, or bunting containing distinctive colors, patterns, or symbols that is attached to a flagpole or other property for display.

### B. The City and County Manager or designee may display any of the following flags on flagpoles owned or controlled by CCOB:

1. The United States flag;

2. The Colorado State flag;
  3. The City and County of Broomfield flag;
  4. A flag associated with an official proclamation or order of the President of the United States, during the period of time associated with the proclamation or order;
  5. A flag associated with an official proclamation or order of the Governor of the State of Colorado, during the period of time associated with the proclamation or order;
  6. A POW/MIA (Prisoner of War/Missing in Action) flag, at any time; and
  7. A "Fallen Heroes" or similar flag, recognizing a deceased member of the United States Armed Forces or a first responder, at any time.
  8. The Inclusivity flag or other recognized flag acknowledging the LGBTQIA2S+ community.
  9. A flag associated with a CCOB event or official proclamation by the Mayor.
- C. The City and County Manager or designee shall determine the placement of flags and the duration of the placement; provided that, on any flagpole, the United States flag shall always be highest, followed by the State of Colorado flag (if flying), followed by the other flags in any order.
- D. Half-staff: The Governor of the State of Colorado is authorized to order that the United States flag and the Colorado State flag be lowered to half-staff at federal and state buildings in Colorado, and in such case, CCOB will lower all flags on its flagpoles accordingly.
- E. The flying of the United States flag and the State of Colorado flag shall comply with all other applicable regulations. All flags shall comply with the Broomfield Municipal Code.
- F. The City and County Manager or designee shall install flags along the street lights poles on Midway Boulevard in accordance with the following schedule, except when there are issues with weather, staffing issues, structural problems with the poles or other issues raised by Public Service Company of Colo (Xcel), supply chain issues, or other similar conditions impacting installation:
1. United States flags - Week before and after President's Day (Feb)
  2. United States flags - Week before Memorial Day (May) and until June 1
  3. Inclusivity flags - June - all month
  4. United States flags - July - all month
  5. United States flags - September, October, and until November 16 (5 days after Veteran's Day)
  6. Other time periods as determined by the City and County Manager that do not conflict with the above dates.

**Section 2.**

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

Approved on January 28, 2025.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



**E. Council Event Sponsorships 2025 Slate**

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	Action Items Item: 7E.
Presented By	
Kelli Cole, Executive Office Manager	
Community Goals	

## Overview

[View Correspondence](#)

[View Presentation](#)

On December 10, 2024, Council approved Resolution No. 2024-134, modifying Council's Event Sponsorship Policy. Resolution No. 2024-134 directed that early in 2025 and each following year, staff prepare a memo that contains a slate of event sponsorship opportunities for the year consistent with prior Council event sponsorships or based upon current known requests for Council's review and consideration.

With this memorandum, staff is bringing forth a slate of 2025 nonprofit events for Council's approval. These are the requests gathered to date via a form sent to representatives from organizations which Council has sponsored events for in the recent past. These are organizations that are based in Broomfield or directly serve Broomfield residents. Funding for each event is capped at \$3,500 and there can be only one event sponsorship per year per organization.

### **Attachments**

[Memo - Council Event Sponsorships - 2025 Slate.pdf](#)

# Summary

[View Correspondence](#)

[View Presentation](#)

On December 10, 2024, Council approved Resolution No. 2024-134, modifying Council’s Event Sponsorship Policy. Resolution No. 2024-134 directed that early in 2025 and each following year, staff prepare a memo that contains a slate of event sponsorship opportunities for the year consistent with prior Council event sponsorships or based upon current known requests for Council’s review and consideration.

With this memorandum, staff is bringing forth a slate of 2025 nonprofit events for Council’s approval. These are the requests gathered to date via a form sent to representatives from organizations which Council has sponsored events for in the recent past. These are organizations that are based in Broomfield or directly serve Broomfield residents. Funding for each event is capped at \$3,500 and there can be only one event sponsorship per year per organization.

Staff recommends the event sponsorship amounts listed in the table below. These recommendations are based on the historical support, the request for 2025, and sponsorship tier levels for the events.

Nonprofit Organization	Event	Proposed Sponsorship Amount
Almost Home	Spring Out of Homelessness	-\$1,000
Bal Swan Children’s Center	Bal Swan Ball	-\$3,000
Broomfield Community Foundation	Heart of Broomfield	-\$1,000
Broomfield Council on the Arts & Humanities	Art Gala	-\$950
Broomfield Early Childhood Council	Big Broomfield Play Date	-\$1,500
Broomfield Crossing Rotary Foundation	Broomfield Brain Trust Trivia Night	-\$400
Broomfield FISH	Embracing Hope	-2,500
CASA of Adams and Broomfield Counties	Light of Hope	-\$3,500
Clinica Family Health & Wellness (formerly Mental Health Partners)	Community Breakfast	-\$500
Colorado Conservatory of Dance	Blossom Ball	-\$2,500
Five Star Education Foundation	Five Star Classic	-\$3,500
FRIENDS of Broomfield	Yearlong sponsorship, including Topgolf, Fashion	-\$2,500

Nonprofit Organization	Event	Proposed Sponsorship Amount
	Show, and Variety Show	
Grant A Dream	Night of Dreams Gala	-\$2,500
A Precious Child	Annual Gala	-\$3,500
Ralston House Child Advocacy Center	Beers and Brats	-\$2,000
<b>Projected Expense</b>		<b>-\$30,850</b>

If the slate is approved, staff will forward each event’s information to Council at the appropriate time, prior to the events. As an administrative matter, Council can RSVP and determine who will attend these events.

Should a new event arise that is not part of this slate or hasn’t been sponsored in the past and there remains funds in the event sponsorship budget, staff will bring that request(s) to Council for formal consideration as part of the consent agenda at a future meeting.

## Financial Considerations

As shown in the sources and uses of funds summary below, the entire slate can be approved within the budgeted amount, with a reserve remaining for opportunities not included in this slate.

Sources and Uses of Funds	Amount
City Council Community Sponsorship (01-11100-53460)	\$40,000
<b>Total Slate Expense</b>	<b>-\$30,850</b>
<b>Projected Balance Remaining</b>	<b>\$9,150</b>

## Prior Council or Other Entity Actions

[April 2, 2024](#) Council discussion regarding Rules and Procedures.

[December 10, 2024](#) Council approved Resolution No. 2024-134 which approved Council’s Event Sponsorship Policy

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to approve the event sponsorships listed above, the appropriate motion is...

**That the event sponsorships listed in the table be approved.**

## Alternatives

Council can decide not to approve the slate as a whole, or to revise any event sponsorship in this slate.