
Tuesday, February 25, 2025, 6:00 PM

Council Chambers

One DesCombes Drive

Broomfield, CO 80020

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1. Meeting Commencement

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Semi-Annual Performance and Internal Audit Update

5B. 4th of July Update

6. Consent Items

6A. Minutes for Approval

6B. Proposed Resolution Approving a Construction Agreement for the 2025 ADA Curb Ramp Program Project

— Resolution No. 2025-39 approving the Construction Agreement by and between the City and County of Broomfield and Denver Dirt Works, Inc. for the 2025 ADA Curb Ramp Program Project

6C. Proposed Resolutions for DOLA Energy and Mineral Impact Grant Funds for Harvest Hill Affordable Housing Development

— Resolution 2025-25 accepting \$2M in grant funding from the Colorado Department of Local Affairs Energy & Mineral Impact Assistance Program for the Harvest Hill Development and allocating the \$2M to Harvest Hill Owner, LLC

— Resolution 2025-27 approving a forgivable loan agreement with Harvest Hill Owner, LLC for the Harvest Hill project for grant funds from the Energy & Mineral Impact Assistance Program

6D. Proposed Resolutions for 112th and Uptown Widening Construction Agreements

— Resolution No. 2025-46 approving a construction agreement with American West Construction, LLC.

— Resolution No. 2025-47 approving an agreement with Felsburg Holt & Ullevig (FHU) for construction management services

— Resolution No. 2025-48 approving an amendment to the agreement with Felsburg Holt & Ullevig (FHU) for construction administration services

6E. Proposed Resolutions for Norman Smith Service Center Construction and Design Agreement Amendments

- Resolution No. 2025-50 approving the First Amendment to Construction Agreement with AD Miller Services, Inc.
- Resolution No. 2025-18 approving the Second Amendment to the Consulting Agreement with Short Elliot Hendrickson, Inc. (SEH) for additional design services related to the Norman Smith Service Center Remodel.

6F. Proposed Resolution Approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. DBA Honey Bucket and Aspen Waste Systems of Colorado Inc

- Resolution 2025-43 approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. DBA Honey Bucket and Aspen Waste Systems of Colorado Inc

6G. Board of Equalization - Proposed Resolution for the Adoption of Hearing Officer Recommendations for Abatement Petitions

- Resolution No. 2025-38 approving hearing officer recommendations on abatement requests

6H. Proposed Resolution Almost Home Third Amendment for 2025 Services

- Resolution No. 2025-51 approving a Third Amendment to the Agreement for Severe Weather Activation Program Services with Almost Home, Inc.

7. Action Items

7A. Ordinance for the Business Improvement District Formation for Broomfield Town Square - First Reading

- Ordinance No. 2263

7B. Proposed Resolution for 2025 Waterline Replacement Construction Contract Award

- Resolution No. 2025-05 approving the Construction Agreement with Diamond Contracting Corp. for the 2025 Waterline Replacement Project

8. Mayor and Councilmember Requests for Future Action

8A. Mayor Castriotta's Request for Future Action to permit marijuana retail shops to sell non-marijuana food and drinks to a cap of no more than 20% of overall revenue, which would be in line with the recently changed state law (SB 24-76)

9. Adjournment

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

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

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



Date Posted: February 19, 2025



A. Semi-Annual Performance and Internal Audit Update

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Reports Item: 5A.
Presented By	
Bernie Block, Performance and Internal Audit Director	
Community Goals	

Overview

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The Performance and Internal Audit (PIA) Department seeks questions / comments from City Council regarding the activities described in the accompanying City Council memo, which provides an overview of PIA activities since the last City Council update in August 2024. These activities generally include a combination of performance audits, special projects/reviews, business process improvement projects, consultation, audit follow-ups, professional development, and other assignments.

Attachments

[Semi-Annual Performance and Internal Audit Update Council Memo.pdf](#)

[Attachment 1 - 2025 Project Plan & Attachment 2 - PIA Status Update.pdf](#)

Summary

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The **Performance and Internal Audit (PIA)** Department seeks questions / comments from City Council regarding the activities described below. City Council previously requested semi-annual updates on PIA activities. In December 2024, an annual organizational risk assessment was completed, then based in part on the assessment, the potential future audit projects list was updated and priority ranked. The resulting **2025 Annual Project Plan (Attachment 1)**, which reflects the scope and objectives of projects, has been updated based on new information and the changing needs of the organization. Since the last City Council update in August 2024, work has been conducted on the activities described below.

Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. These audits are performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness and results, internal controls, compliance, and prospective analysis. The **PIA Status Updates Listing (Attachment 2)** provides a summary of all performance audit findings, recommendations, and the status for issued audits with open and recently implemented items. Performance Audits completed or in progress since the last update include the 2024 Revenue Payment Processing (issued September 2024), the Fleet Maintenance (issued December 2024), and Overtime (in-progress).

Special Projects/Reviews are unscheduled, narrowly focused reviews on a specific topic requested by the City and County Manager's Office. Due to the limited, narrow focus of these activities, the projects are not conducted in accordance with GAGAS. No Special Reviews have been conducted since the last update.

Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows throughout the City and County of Broomfield (CCOB). The structure of BPI projects vary depending on the goals and objectives of each project. No BPI projects have been conducted since the last update.

Consultation is provided to management and staff on various internal control and process improvement related topics. This includes participation in meetings related to the forthcoming Enterprise Resource Planning (ERP) procurement/implementation, grant administration, and external audit. Most other consulting activities are informal and do not involve an issued report.

Professional Development activities include assisting the Development, Diversity, Equity, and Inclusion Department with the development and delivery of process improvement and change management training materials for the CCOB Innovation Ecosystem program. Innovator training sessions were delivered in August, September, and November of 2024.

Other activities include: participation on the Strategic Planning Committee, audit follow-ups, and maintenance of the CCOB Employee Fraud Hotline.

Financial Considerations

N/A

Memo for the Semi-Annual Performance and Internal Audit Update
Prepared By: Bernie Block

Prior Council or Other Entity Actions

The last PIA update was provided on August 27, 2024.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

The PIA Department seeks questions / comments from City Council regarding the activities described above.

Alternatives

N/A

Attachment 1 - Performance & Internal Audit (PIA) 2025 Project Plan

Project Description	Dept/ Div	Scope / Objectives	Status
Performance Audits		Performance Audits provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) and generally focus on program effectiveness/results, internal controls, compliance, and prospective analysis.	
Overtime	All	The audit scope will cover overtime (OT) incurred during the period 2022 through audit start date. The audit objectives will be to: 1) confirm compliance with state and federal overtime guidelines, 2) identify overtime trends and the drivers of overtime, 3) evaluate employee staffing in relation to OT, and 4) evaluate the effectiveness of practices used to manage overtime.	Fieldwork In-Progress
Cybersecurity Controls Assessment and PenTesting	IT	The scope/objectives of the audit are to evaluate the CCOB IT Department operational practices in relation to industry best-practices. This will include, but is not limited to, vulnerability scans, penetration testing, and an evaluation of IT processes/procedures and internal controls related to the CCOB network infrastructure and data governance. PIA will oversee the services of an external consultant that will provide cybersecurity expertise.	Planning In-Progress
CCOB Contracting	CCAO, CIP, Finance/ Procrmt	The audit scope covers all CCOB contracting (i.e. agreements) activity. The objectives are to: 1) evaluate the sufficiency of organizational guidance (e.g. instructions, process flows, checklists, etc.) related to the contracting process, 2) determine if processes are standardized, 3) evaluate signature authority structure and delegations, and 4) determine if executed agreements are archived in accordance with organizational guidance.	Not Started
Grants Compliance	Finance/ Grants Admin	The audit scope covers all CCOB contracting (i.e. agreements) activity. The objectives are to: 1) evaluate the sufficiency of organizational guidance (e.g. instructions, process flows, checklists, etc.) related to the contracting process, 2) determine if processes are standardized, 3) evaluate signature authority structure and delegations, and 4) determine if executed agreements are being archived in a consistent manner.	Not Started
Audit Follow-Ups	Various	Follow-up on the implementation status of past audit recommendations and assist departments where possible.	On-Going
Other Audit Related Tasks	N/A	Annual Risk Assessment (exec mgmt feedback and research governmental audit topics). Maintain Potential Audits Projects Listing and develop Annual Project Plan with input from the CMO/CAO. Council Meeting memo prep & attendance for Semi-Annual PIA Updates. CCOB Fraud Hotline and maintenance of PIA Policies/Procedures.	On-Going
Non-Audit Svcs			
Special Reviews			
TBD	TBD	Narrowly focused projects requested by CMO. Reviews are not conducted in accordance with GAGAS.	
TBD	TBD	Placeholder for project requests.	
Business Process Improvement			
Business Process Improvement (BPI) projects focus on operational efficiencies by working directly with process owners to eliminate waste and improve workflows. This also involves working with staff to more effectively use electronic data in order to reduce processing times and improve the accuracy of reporting.			
Monitoring of Developer, Incentive, & Subdivision Improvement Agrmts.	ComDev/ Economic Vitality/ Finance	The audit scope will cover the monitoring of deliverables related to developer incentive and subdivision improvement agreements. The audit objectives are to: 1) determine if a comprehensive process exists for vetting agreements, 2) ensure responsibilities for monitoring financial and programmatic deliverables are appropriately assigned, 3) ensure there are sufficient processes in place to reassign responsibilities when employee turnover occurs, and 4) determine if a sufficient close-out and archiving process exists for agreements that have been fulfilled.	Not Started
PW Projects	TBD	Per PW Director, PIA assistance may be useful with establishing Stormwater Division, Asset Management Planning, and other process improvement efforts could be possible. Discussions with PW Divisional Superintendents to occur in January 2025. This is a placeholder until the scope/objectives of any efforts are determined.	Not Started
20-Day Environmental & Wildlife Letter Process	ComDev/ OST/ PW	The project scope will cover all aspects of the 20-day environmental and wildlife letter process, which is required for most construction permits. The objective is to enhance related information and to streamline/standardize operations related to this process. This project will involve representatives from Community Development (Building, CIP, Engineering, and Planning), Open Space & Trails, and Public Works.	Not Started
Other			
Other continuous process improvement & performance activities.			
Innovation Ecosystem	All	Professional Development/Performance Excellence - Assisting the DEOD with the development and delivery of process improvement and change management training materials for the CCOB Innovation Ecosystem (IE) program.	On-Going
Strategic Planning	N/A	Participation on the Strategic Planning Committee.	In-Progress
ERP (COA/Change Mgmt)	All	Serve as a subject matter expert on the Enterprise Resource Planning (ERP) project.	In-Progress
Vulnerability Reporting	IT	Develop and maintain high-level management reporting for vulnerability threats.	On-Going
Consultation	All	Management consultation on topics such as organizational processes, internal controls, and external audit.	On-Going

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
<i>Note - This is a summarized version of the audit findings and recommendations. Please refer to the detailed audit report if the context of certain topics are not be readily apparent.</i>								
CCOB Risk Mgmt Process 3/31/2013	CCAO / R&S	Reconciling CCOB Fixed Assets Listing to CIRSA Application	4	a. CIRSA application is not fully reconciled on an annual basis to the CCOB Fixed Asset Listing b. Replacement costs on CIRSA application are not substantiated	a. Conduct a more comprehensive annual reconciliation of CIRSA application asset data b. Develop methodology that supports the reasonableness of replacement cost values on CIRSA application	Medium	12/2028 12/2026 12/2025 12/2022 12/2020 12/2019 12/2018 6/2014	Major CCOB assets have been reconciled to the CIRSA application and adjustments made accordingly. However, a sustainable, repeatable process that includes all CCOB assets is still being developed. While Finance maintains an asset listing for financial reporting purposes, it does not reflect all organizational assets, estimated replacement costs, or a sufficient projection of future capital needs. An asset management system would help ensure all relevant factors are considered. Management is aware of this issue and plans to fully address it when the asset management system is implemented (see recommendation #7 in Capital Improvement Program Audit issued 8/21/2013 for additional details).
CCOB Risk Mgmt Process 3/31/2013	All Depts.	Proper Risk Notification	8	Notification forms (e.g. waivers, consents,, etc.) are not tracked and the Police Department shooting range does not use a notification form.	Track notification forms in use to ensure current and periodically review. The Police Department should have a notification form signed by users from other agencies.	Low	6/2025, 12/2024, 6/2024, 10/2023, 4/2023, 9/2022, 12/2021, 4/2021, 1/2021, 6/2020, 9/2018, 6/2018, 1/2017 Original TBD	A CCAO Attorney will be assisting the Risk & Safety Manager with the collection and review of waivers / consent forms currently in use. A Google Drive folder has been created where these documents will be stored. A revision date will also be added to the documents so that future reviews can be scheduled.
Capital Improvement Program (CIP) 8/21/2013	Finance, PW	CIP Policies / Procedures Related to Capital Asset Data	1	Organizational guidelines related to capital asset tracking and reporting need to be developed.	Finance and Public Works Departments should work together to enhance the organizational policies and procedures governing capital asset inventory records.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	A cross-functional group of CCOB employees will be evaluating asset tracking and CIP administration processes (see Recommendation 3 below for additional details). The content from the project will be used to help identify the required CIP policies and procedures, which will then be documented and communicated throughout the CCOB. This will be done in conjunction with the Asset Management System project (see Recommendation 2 below for additional details).
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Use of Technology in the Capital Planning and Asset Management Process	2	The current CIP planning and operating budget process, as well as the subsequent management of assets for operational and financial reporting purposes, is a convoluted process involving various forms and systems that are used to track and report on capital assets. The information is often duplicative amongst the various forms and systems and information that resides in several locations must be periodically reconciled. This is a time-consuming and error prone process. In other cases, the assets are simply not effectively tracked and managed.	CCOB management should consider implementing an integrated capital asset management system that can be used consistently by the various functions throughout the organization for tasks such as tracking asset additions and deletions, financial reporting (i.e. asset balances, depreciation, accumulated depreciation, etc.), budget planning (CIP and operational), asset maintenance scheduling and tracking, and asset inventories. At a minimum, the Finance, Public Works, and Information Technology Departments should be included in this exercise.	Medium	12/2028 12/2026 12/2025 12/2022 6/2022 12/2020 6/2019 12/2018 6/2014	Management agrees that an Asset Management System would be beneficial to the CCOB. A cross-functional project assessing asset management needs will take place in conjunction with the upcoming ERP replacement project. A comprehensive assessment of organizational asset management needs will take place prior to procuring the system (see Recommendation 3 below for additional details).
Capital Improvement Program (CIP) 8/21/2013	All Depts.	Future Business Process Improvement Project (BPI)	3	There was insufficient time (and it was beyond the audit scope) to thoroughly identify, discuss and implement strategies for improving the overall CIP process. More time should be dedicated by management to improve the efficiencies and effectiveness of the CIP process.	Management should consider conducting a BPI project focused on the CIP process. The BPI project would involve a cross-functional group of stakeholders who would work together during a concentrated period of time to identify and implement opportunities for improving the CIP process.	Medium	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	When the organization is prepared to move forward on Asset Management System project an evaluation involving representation from various departments throughout the CCOB will be conducted.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
Capital Improvement Program (CIP) 8/21/2013	Finance	Report of Capital Facilities	7	A standard report that communicates the existence and condition of existing capital assets does not exist. Currently, the information needed to prepare a detailed capital asset report is not readily available because the information is either maintained in different systems, or it is not currently tracked.	The Finance Department, cooperating with other Departments that maintain asset information, should prepare a comprehensive Report on Capital Facilities at least every one to three years. Note – this recommendation is partially dependent on the first two recommendations since consistent capital asset data from reliable identified sources is a prerequisite.	Low	12/2028 12/26, 12/25, 12/22, 6/22, 12/20, 6/19, 12/18, 6/14	An asset management system (see recommendation #2 above) would greatly facilitate the preparation of a comprehensive report on capital facilities. Thus, the report will be prepared after a system has been implemented and sufficiently populated.
Grants Billing and Cash Receipts 03/15/2016	Finance - Acctg & Budget	Grant Billing and FINS Reconciliation Process	1	CCOB policies and procedures related to grant financial administration are limited, and grants are administered in a decentralized manner by the departmental administrators with varying accounting backgrounds. As a result, inconsistent grant accounting practices exist. There are also several examples of expense tracking methods (generally Excel spreadsheets) within the organization that are used for grant financial reporting purposes, opposed to using the official accounting records from FINS.	The Finance Department should: a. Follow-through with its plans to address the FINS shortcomings (i.e. 1) timeliness and comprehensiveness of grant payroll and 2) timeliness of PCard data), which are a factor causing departments to maintain supplemental, inefficient, and sometimes inaccurate accounting records. b. Develop a standard operating procedure (SOP) that requires cost-reimbursable grant billings to be based on a FINS financial report. Providing examples of how typical billings should be prepared will help ensure consistency and departmental compliance. c. Develop an SOP that requires departmental grant administrators to evaluate both the programmatic and financial position of the grant at least two months prior to grant termination. d. Develop an SOP requiring departmental grant administrators to document a final FINS reconciliation within 60 days of the grant termination. For most fully-expended, cost reimbursable grants this should include: 1) award amount equals revenue; 2) revenue equals cash receipts; 3) expenses equal revenue (adjusted for cost-sharing requirements); and 4) the fulfillment of cost-sharing requirements.	Medium	a. Payroll ~ 12/2027 PCard - TBD 10/24, 6/24, 12/22, 5/22, 3/21, 6/20, 4/19, 11/18, 8/18, 12/17, 6/17 b, c, & d. Implemented	The CCOB Grants Policy was issued in November 2024. While the policy has addressed several of these audit recommendations, there are still a few open items. Item a1 (Payroll) - The Human Resources Information System (HRIS) component of the Enterprise Resource Planning (ERP) system replacement project should provide opportunities to improve the timeliness of grant payroll reporting. Item a2 (PCards) - The timely positing of PCard data remains a challenge. Finance is currently collecting/analyzing PCard data and will be proposing changes to PCard practices to CMO that should help overcome these challenges. This is necessary because it will likely involve the revoking Pcards from PCardholders who repeatedly violate guidelines and cause delays. Items a1 and a2 will remain open until the issues have been addressed. b, c, and d. These topics have been addressed in the new CCOB Grant Policy.
Grants Billing and Cash Receipts 03/15/2016	Finance - Acctg & Budget	Accounts Receivable	2	The majority of CCOB departments are only booking grant revenue when payments are received, opposed to accruing revenue and establishing an accounts receivable balance.	The Finance Department should establish an SOP that requires all departments to recognize grant revenue, and to establish an accounts receivable balance, whenever there is a billing to an external grantor. All grant billings should be routed through the Finance Department so that the billings can be reviewed and accounts receivable balances can be established.	Medium	Implemented	This topic has been addressed in the new CCOB Grant Policy.
Grants Billing and Cash Receipts 03/15/2016	Finance - Acctg & Budget	Cost Sharing	4	All grant project expenses are charged to the same account and grant code, regardless of whether the expense is reimbursable grant item, designated cost share, or simply extra project related expenses.	a. Finance should establish an SOP for recording grant sharing expenses that will allow cost reimbursable expenses to be distinguished from cost share expenses within FINS. b. Departments should first charge expenses to the cost reimbursable grant code, and then charge the remaining project expenses to a distinguishable cost share grant code (assuming there are no grant restrictions to the contrary).	Medium	Implemented 6/24, 12/22, 5/22, 3/21, 6/20, 4/19, 11/18, 8/18, 12/17	Finance has changed how it budgets for grant revenue and related cost-share expenses so that both are now part of the approved budget. Grant expenses and cost share expenses are charged to the same project code and a percentage of the total expenses are to be reported to the grantor for reimbursement (e.g. 75% grant expense and 25% cost share expense). Finance will be working with the departments to ensure the grant expenses are accurately reported.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
Police Dept Overtime 5/23/2016	Police	Time Reporting	1	The PD has not established time based performance standards for routine daily tasks.	The PD should develop a listing of all data elements needed to effectively track hours associated with standard time, regular overtime (OT) and Extra Duty Assignment (EDA) OT. Where practical, performance standards should also be developed and associated with routine, standard processes. The PD should also attempt to incorporate this enhanced staffing/timekeeping data into the budgeting process.	Medium	6/2028 6/2018 3/2018 5/2017	Resolution of this issue is dependent on an enhancement or replacement of the Human Resources Information System, which is scheduled to take place during the new ERP implementation process.
Tax Collection, Recording, & Allocation Procedures 4/9/2018	Comm Dev Economic Dev Finance/ Acctg	Incentive, Developer, and Service Expansion Fee Agreements	4	There are opportunities to more effectively administer incentive, developer, and Service Expansion Fee agreements.	a. Establish a standard electronic filing structure with agreed upon naming conventions and attempt to eliminate duplicate documentation. b. Document standard operating procedures for administration tasks that apply to all agreements and supplement with more specific instructions for tasks that are unique to each agreement. A shared Google calendar should also be considered so that administration activities are apparent to the City Manager's Office, Economic Development, Finance, Community Development and other departments that have a role in administration activities. c. Continue to enhance the shared spreadsheet to include most of the information that is needed for administration and research purposes.	Low	a, b & c 8/2025 9/2024 6/2024 9/2023 3/2023 8/2022 3/2022 10/2021 1/2020 6/2019 12/2018	Recruitment for a new Financial Analyst position is currently in progress. Once on board, a business process improvement (BPI) project will take place with representatives from the following departments: City/County Attorney's Office, Community Development, Economic Vitality, and Finance. The CCOB Economist and PIA will also participate in the effort. The project is tentatively scheduled for late Q1/early Q2. The implementation of new process may also require a few months.
NWPSIS 03/18/2019	All	Project Cost	6	Current project cost reporting does not provide a comprehensive overview of total project costs.	IT projects should remain on the Information Technology CIP Status Report until all implementation issues have been resolved and a final financial summary has been provided. All costs related to a systems implementation should be tracked with a designated project code.	Low	12/2027 3/2019	A more standardized process for project reporting that encompasses all cost elements (e.g. payroll) still needs to be developed. Until the Human Resources Information System (HRIS) upgrade or a replacement system offers an efficient and effective method for allocating personnel-related costs, this item will remain open. The HRIS is a component of the current ERP project.
Procurement 10/17/2019	CCAO & Finance/ Purchasing	Reviews of Agreements, Bonds and Certificates of Insurance	3	Procurement Manual does not explicitly address the following: a) Risk Administrators involvement in the procurement process, b) who and how bond and insurance sureties should be rated and verified, c) guidance does not explicitly require COI prior to the start of work, d) standard procedure needed to ensure updated bonds and COI are received when change orders or amended agreement with a monetary impact are processed, and e) criteria for when bonds are required and what bonds are necessary.	The Procurement Manual guidelines should be updated to address: a) when it is necessary to involve the Risk Administrator in the insurance and bonding review, b) how bonding sureties are to be verified and who is responsible, c) COI is required prior to the performance of any work, d) procedure to ensure updated bonds and COI are received when change orders or amended agreements with a monetary impact are processed, and e) criteria for when bonds are required and the type of bonds needed.	Medium	3/2025 9/2024 6/2024 10/2023 6/2023 9/2022 7/2021 10/2020	The City & County Attorney's Office is developing a list of topics/situations when the Risk and Safety Manager should be involved. This listing will then be shared with the Finance Department so this information can be included in the relevant policy documents, such as the Procurement Manual, which is currently being updated.
Procurement 10/17/2019	Finance	Cash Equivalents	4	Cash equivalents, such as gift cards or movie ticket vouchers, are susceptible to fraud and misappropriation. The current CCOB policy does not require an accounting of who received these gifts if taxes are not involved.	Finance Department should consider a reporting process for all cash equivalents, such as gift cards and gift certificates, regardless of the monetary value.	Medium	Implemented 6/2025, 9/24, 6/24, 10/23, 3/23, 8/22, 5/22, 7/21, 1/20, 12/19	Finance, in consultation with the CMO, has decided to no longer permit the use of cash equivalents. Thus, a reporting process will no longer be required.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
Procurement 10/17/2019	All Depts.	Travel, Training and Meals	07-01	Supporting documentation was sufficient in the majority of the transactions reviewed, but this was only after the Finance Department had to follow up with the employees to provide the required information in many cases. This demonstrates insufficient understanding of the documentation requirements by many employees and the need for additional training.	To ensure all requirements are being satisfied: a) the Finance Department should continue to be involved in the review and approval of travel, training, and meals, b) a conference/training agenda should be provided with the Travel, Training, and Incidental Expense Report Form, and c) the travel guidelines should be updated to clarify that local travel (i.e. within a 50 mile radius) does not qualify for a meal reimbursement unless approved by the CMO.	Medium	2/2025, 9/24, 6/24, 10/23, 3/23, 8/22, 5/22, 7/21, 1/20, 12/19	An updated Travel and Training Policy is currently in the review/approval process and should soon be issued. All PCard transactions involving travel training and food items are audited 100%.
Cash Receipts 03/06/2020	Finance	Cash Receipts/ Cash Handling Policy and Deposit Package Preparation	4a	A current Cash Receipts/Cash Handling Policy document could not be located in the Policies and Procedures Accounting section of the BEACH, which could result in varying practices throughout the CCOB and lead to confusion. Also, there are currently inconsistencies in how business units prepare deposit packages and pass supporting documents along to Finance depending on the personnel involved in the process.	The CCOB Cash Receipts/Cash Handling Guidelines should be adequately documented and accessible to employees via the BEACH (CCOB intranet). These guidelines should address how supporting records for deposits and journal entries should be consistently prepared and submitted.	Low	Closed 6/2025, 9/24, 6/24, 10/23, 3/23, 8/22, 3/21, 12/20	Note - this recommendation has been carried forward to the 2024 Revenue Payment Processing Audit (item #4).
Cash Receipts 03/06/2020	Finance, PRSS	Memorial Escrow Account	10b	Some of these unused balances in the CCOB Memorial Escrow account have been outstanding for several years. Tracking these outstanding balances also requires additional effort. There have been minimal changes to how the program is administered since its inception.	PW and Finance should consider changing how the Memorial Escrow account is administered going forward. For example, rather than establishing an escrow balance, an agreement to provide specific services for an agreed upon fee could be established. This would remove the requirements associated with the administration of an escrow account. For existing balances in the trust account there should be a confirmation from the donor the excess fund can be retained or the residual balances should be refunded.	Low	12/2025 10/2023 3/2023 9/2022 3/2022 3/2021 6/2020	Parks Services has decided the Memorial Account will eventually be transitioned to a revenue account. Park Services will coordinate with its budget representative to create a revenue account to accommodate the memorial tree and bench program moving forward. Most likely the timing for this transition will be during the budget request process for the 2026 Operating Budget.
Body-Worn Camera Program 8/24/2021	PD	Evidence.com Data	2-02b	No process to identify instances when BWC video footage should exist but it is missing.	Consider developing a report that compares the Computer Aided Dispatch system data that reflects an officer assigned to a call for service to the Evidence.com BWC video data to ensure BWC videos are present for the case. Exceptions should be researched and documented accordingly.	Medium	6/2025 8/2024 10/2023 3/2023 9/2022 6/2022	Rather than internally developing a CAD report, the PD Property and Evidence Unit will explore the use of an additional analytics Performance module offered by the BWC vendor that could assist with various types of BWC reporting. The Performance software module will be included in the new vendor contract.
Court Services Cash Receipts Special Review 8/24/21	Court Services	Segregation of Duties	1	Court Services Department lacks segregation of duties in the cash receipts process. As a result of incompatible duties, system reports used to record cash receipts activity could be modified to reflect less cash and revenue during the deposit preparation process.	Due to the limited size of the Court Services business unit, it is not practical to sufficiently segregate duties with existing personnel so it is necessary to expand the involvement of staff to include Finance personnel. A Finance employee should directly access the BCAP system and generate the documentation needed for journal entry and reconciliation purposes.	Low	12/2027 10/2024 6/2024 10/2023 6/2023 9/2022 3/1/2022	Finance has communicated that it will evaluate how to structure an internal control that will allow for a periodic, high-level reconciliation of BCAP and City Suites revenue data. However, due to other priorities that have been deemed more pressing, this issue will not be addressed until after the ERP implementation. This item will remain open until the shortcomings have been addressed.

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Court Services Cash Receipts Special Review 8/24/21	Court Services	Exception Reporting	2	Cash receipt exceptions (e.g. adjustments, voids, refunds, deletes, reversals, etc.) are reductions of revenue that should be reviewed by an employee who is independent of the cash receipts processes and familiar with the business operations. While Court Services does include exception activity documentation in the daily deposit package, the review of these transactions by an individual independent of the cash handling process (ideally a supervisor or someone familiar with the business processes) is not currently performed. Also, there is currently no BCAP report available that allows users to run a listing of cash receipts exceptions.	Court Services should have a designated reviewer independent of the cash handling function who is responsible for monitoring departmental cash receipts exception activity (i.e. adjustments, etc.). Documentation supporting the exception should be reviewed to ensure adjustments were for a valid business purpose. Due to the small staff size of the business unit, a Finance employee should be included in the monthly or quarterly process. Documentation of the review process should be retained for audit purposes. Until an exceptions report is available, Finance should periodically review the daily deposit activity for voids, refunds, deletes, reversals, etc. to ensure the rationale is sufficiently documented and is appropriate.	Low	12/2027 10/2024 6/2024 12/2023 6/2023 9/2022 3/2022	Similar to item 1 above, Finance will be exploring how to best structure the reviews of the exception reporting to ensure the proper segregation of duties exist.
DHS/DPHE Operations Division 4/21/2022	DHS/DPHE Ops Div Finance	Health Space System Use For License and Inspection Activity	3c	Several challenges involving the use of the Health Space system were identified: 1) reporting is lacking sufficient detail for journal entry and reconciling purposes, 2) incorrect revenue/accounts payable entries and insufficient account reconciliations resulting in overdue amounts owed to a state agency, 3) inaccurate account information for many business owners, 4) duplicated transaction activity, 5) some 2022 license fees billed/received in 2021 should have been recorded to deferred revenue, and 6) insufficient segregation of duties between billing/invoicing and cash receipts.	Prior to implementing any future third-party systems that will involve financial transactions the Finance Department, working in conjunction with the primary users of the business unit, should dedicate sufficient time to the scoping process prior to implementation. These activities should involve the following tasks: 1) identify appropriate system administrators; 2) document in sufficient detail the various types of transactions that could be processed in the system, along with the accounting entries that should occur with each transaction; 3) test each type of transaction that could be processed to verify the system records the transaction in the expected manner; 4) ensure system generated reports used to compile the journal entry loaded into the CCOB financial system to reflect the financial transactions in sufficient detail; 5) document a detailed SOP for users that includes the information described above, along with detailed instructions for using the system in a consistent manner; and 6) schedule user training workshops prior to the "go live" date so that all users have an opportunity to work in the test environment prior to implementation.	High	Closed 9/2024 12/2023 6/1/2023	Finance has put a hold on any new third-party systems that integrate with the CCOB financial system until after the implementation of the ERP. All existing third-party system integrations will be handled by the consultant responsible for the ERP implementation. PIA has agreed to close this recommendation based on the current circumstances, but reiterated the importance of due diligence practices and supporting documentation when third-party integrations resume.
Financial Internal Controls 10/04/2022	HR	Employee Master File, Payroll Processing, and Payroll Review and Approval	1A	There are currently Human Resources employees who are responsible for both initiating and/or approving changes to the HRIS Employee Master File (EMF). There are also conflicting assignments for employees who are processing payroll and reviewing/approving payroll.	Where practical, Human Resources should separate the EMF modifications duties and user system permissions from: employee hiring and termination decisions, payroll system module access, payroll processing duties, creation and distribution of payroll checks, and the investigation of rejected payroll deposits. Where practical, Human Resources should also modify assigned duties and user system permissions so that an employee is not able to both initiate and approve a change to the EMF. Also, a system report of changes to the EMF should also be generated for review. A supervisory-level employee, other than the employee initiating the change, and who ideally does not have ability to modify HRIS, should then review this report and match the changes to approved Personnel Action Forms and other relevant documentation.	High	12/2027 Partially Implemented 3/1/2023	HR has separated the <u>assigned</u> EMF modification duties as suggested. However, in the event that someone is out of the office, HR may not be able to ensure this in all cases but it is the exception rather than the rule. While the <u>assigned</u> duties are segregated in most instances, staff size limitations prevent the <u>system control permissions</u> from being permanently segregated. As a result, the need for a report reflecting all changes to the EMF still exists. HR has explored a reporting option with the contracted vendor that provides HRIS reporting solutions. Unfortunately, neither HR nor the vendor have been able to generate a report that captures these changes. Considering the current listing of HR reporting needs and the limited available budget. This item will remain open until the HRIS upgrade or replacement (part of the ERP project) sufficiently addresses these short-comings.

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Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2A	No one individual should have the ability to both initiate and approve a purchase requisition, invoice payment, or journal entry transaction. Since the financial system permissions lack the necessary controls to prevent this from occurring, Finance implemented compensating internal control reports. Samples of these reports were reviewed during the audit and few deficiencies were noted. Standard Operating Procedures (SOPs) do not currently exist that explain the purpose of these internal control reports, the procedures to be performed, and the frequency in which these reports should be generated and reviewed. This could result in procedures being performed inconsistently or overlooked altogether.	SOPs should be developed that explain the purpose, procedures, and frequency of the purchase requisition, invoice payment, and journal entry internal control reports.	High	12/2027 12/2025 10/2023 6/2023	While Finance acknowledges these are important internal controls, the production and monitoring of these reports in the current environment are inefficient due to the limitations of the City Suites financial system. Also, the Finance Department feels the preparation work for the upcoming ERP procurement and implementation is currently a greater priority. It is anticipated that the new ERP will include reporting that will make the on-going management of these recommended internal controls more practical to produce and monitor. This recommendation will remain open until the internal controls are established (with the proper segregation of duties for the preparation and review of the reports) in the new ERP internal control environment.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2B	There is no "sign-off" on the reports so it is not possible to determine whether the reports are actually being reviewed or if the internal control is working effectively.	The report reviewer, who should not be involved in the purchasing or accounts payable processes, should type their initials and date into the report in order to demonstrate the review was actually performed.	Medium	12/2027 12/2025 10/2023 6/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2C	An invoice report reflected two transactions that had the same Created By and Approver but this exception was not flagged and researched.	Any discrepancies noted on the reports should include documentation of the corrective action taken to resolve the matter.	Low	12/2027 12/2025 Ongoing	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2D	Finance personnel (e.g. Budget staff) are in some cases reflected as the Approver of the purchase requisition or invoice, opposed to supervisory staff in the department with a working knowledge of the purpose for the purchase requisition. While it can be assumed that Budget personnel are verifying the supervisory approval exists before approving the purchase requisition, there is no documentation or SOP to confirm this is occurring.	If possible, the purchase requisition and invoice payment reports should be updated to reflect the departmental supervisory approver, as opposed to Finance Department personnel. If this is not possible, the internal control report SOP should clearly state the role of the Budget staff when performing approvals, which should include ensuring the transactions have separate departmental initiators and approvers.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2E	Finance has not been able to develop a sufficient control report for journal entries that reflects who initiated and who approved the transactions. Instead, a manual log is maintained that reflects who initiated and who approved the journal entries. However, journal numbers are assigned sequentially to all types of transactions in the financial system, not only journal entries. As a result, it's not possible to determine if journal entries are missing from the manual listing.	The Finance department should continue to work on a system generated report that reflects the journal entry initiator and approver. In the meantime, the manual journal entry listing should be updated to ensure all journal entries that have been posted in the financial system are also included in the control log.	Low	12/2027 12/2025 and Ongoing	See 2A above.

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Financial Internal Controls 10/04/2022	Finance	Internal Control Reports for Purchase Requisitions, Invoices, and Journal Entries	2F	The invoice payments internal control report, which has close to one-thousand transactions per month, is manually reviewed. This increases the likelihood of missing an exception.	Finance should use a formula to compare the Created By and Approved fields in the invoice control report in order to improve the efficiency and accuracy of the report review process.	Low	12/2027 12/2025 10/2023 3/2023	See 2A above.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4B	The New Vendor Request Form SOP does not specify what information is to be verified on the Secretary of State website and what documentation should be added to the VMF. As a result, vendor verification procedures could be insufficiently and inconsistently performed.	Enhance the Vendor Clean-Up SOP to more explicitly state what is to be confirmed on the Secretary of the State website and what information is to be added to the VMF. For example, the business should be in good standing and the registered agents/Owner(s) should not be a CCOB employee.	Medium	6/2025 9/2024 6/2024 10/2023 3/2023	Due to other departmental priorities, additional time is required to evaluate these business practices.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4C	The Finance Department has an SOP that indicates annual maintenance activities (e.g. inactivating vendors that have not been used in three years) should be performed on the VMF but these activities have not been performed for a few years.	Conduct annual VMF maintenance activities in accordance with the established Vendor Clean-Up SOP. Documentation of this procedure should be retained in order to demonstrate the internal control is being performed.	Medium	6/2027 12/2024	VMF clean-up activities will be taking place in the months ahead, prior to migrating the VMF into the new ERP.
Financial Internal Controls 10/04/2022	Finance	Vendor Master File Maintenance	4D	Changes to the VMF should also be monitored but there is currently no internal control that detects unauthorized changes.	Work with the financial system vendor to obtain an internal control report that reflects changes to the VMF. At a minimum, this report should reflect all new vendors, as well as vendors that have been reactivated. In the meantime, all new vendors (note - vendor numbers are assigned sequentially) should be reviewed by a staff member who is independent of the purchasing and accounts payable functions to ensure there is an approved New Vendor Request Form on file. Documentation of this review should be retained to demonstrate the internal control is being performed.	Medium	12/2027 12/2025 3/1/2024	See 2A above.
Financial Internal Controls 10/04/2022	HR	Reconciliation of Payments to Benefits Vendors	5	The reconciliation of payments made to benefits vendors to the corresponding payroll withholdings were previously a few months in arrears due to employee turnover.	The Human Resources Department should ensure the Vendor Benefits Payments reconciliation is prepared and reviewed within thirty days of month end.	Medium	5/2025 9/2024 6/2024 Ongoing	PIA met with HR (8/27/2024) to review the vendor benefit payments reconciliation process. HR has a process that focuses on auditing the on-going changes using BORIS reports that reflect terminations, new hires, and benefit changes. These changes are confirmed and documented in the Invoice Audit workbook. PIA suggested that a reconciliation of vendor data to BORIS data still be performed on an annual basis (e.g. March - after open enrollment changes have been made). HR plans to prepare the reconciliation and then present the completed process to PIA. This item will remain open until completion of the annual reconciliation is confirmed.
Financial Internal Controls 10/04/2022	Finance	Maintenance of Internal Control Infrastructure and Assigned Duties	6	The majority of the CCOB business cycle internal controls were documented in the CCOB Internal Control Framework tool. However, there have been no efforts on the part of Finance to update the document in recent years.	The Finance Department should periodically (annually at a minimum) update the Financial Internal Control workbook, or a similar tool designed by the Finance Department, to ensure internal controls are working effectively and there are no conflicting duties. A copy of a blank Segregation of Duties Matrix workbook has also been provided to the Finance Department. The Matrix, or a similarly designed tool, should be used to evaluate staffing changes and ensure the assignments are appropriate. Documentation of these maintenance efforts should be retained for audit purposes.	Medium	12/2027 12/2023	Finance anticipates using the Financial Internal Control workbook, or a similar tool designed by the Finance Department, when assigning staffing roles in the new ERP. A schedule for maintaining the internal control will be established at that point in time. This item will remain open until this internal control is established and properly maintained in the new ERP internal control environment.

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Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9B	Being able to track who made changes within the system and when these changes occurred is a common feature in most modern HRIS and financial systems. However, most auditing capabilities within the CCOB HRIS are currently turned off because the feature historically had a severe impact on the system performance.	While this system audit reports feature may not be currently practical due to the system performance issues related to the audit feature activity logging, Human Resources staff should revisit the use of these internal control reports after the upcoming system update (Aug 2022).	Low	12/2027 12/2023	The HRIS system continues to lack the capability of producing a standardized report that illustrates the employee level changes made for the purposes of payroll. Resource constraints have prohibited current staff from working with our third party vendor to produce a report to meet this requirement. The inability to effectively track changes in the HRIS also impacts the Employee Master File internal controls, as noted in 1A above. This item will remain open until a sufficient control report is available via the upgraded or replacement HRIS, which is a component of the current ERP project.
Financial Internal Controls 10/04/2022	HR	Human Resources Information System (i.e. BORIS) Deficiencies	9D	The HRIS user interface for time allocations is impractical to use. As a result, time allocations by project are generally not entered directly into the HRIS timesheets. Instead, duplicative timesheets are used for grant and management reporting purposes. Also, the HRIS is not capable of effectively allocating payroll costs so payroll costing data reflected in City Suites is generally insufficient and inaccurate for grant and management reporting purposes.	The Finance and Human Resources Departments should continue to work with the HRIS vendor to identify an efficient and effective method for entering actual time worked into the HRIS timesheets. This data should then be used to allocate payroll costs based on actual hours. This will reduce workarounds and facilitate preparation of the Schedule of Federal Awards. In the event the HRIS is upgraded or replaced at some point in the future, the ability to effectively and efficiently allocate hours worked by task or project, as well as the associated costs, should be a must have feature in any alternative that is considered.	Low	12/2027 12/2023	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.
Emergency Management 7/26/2023	EM	EOP and Capabilities Plan	01-01	The CCOB Emergency Operations Plan (EOP) and supporting documentation were dated and convoluted. There were several opportunities to improve and streamline the program documentation. OEM staff and PIA worked together on some improvements but additional work in this area is still necessary.	The new EOP and Capabilities Plan are still in draft form and require some enhancements. For example, the cybersecurity capability section should provide a general overview of response activities in order to provide the public with assurance that this risk has been sufficiently considered.	High	Implemented 10/2024 6/2024 12/2023	The updated EOP, Capabilities Plan, and Roles/Responsibilities spreadsheet were shared City Council during the October 22, 2024 Council meeting. Resolution 2024-160 was adopted, which approved the plans.
Emergency Management 7/26/2023	EM	EOP and Capabilities Plan	01-02		The EOP and Capabilities Plan also need to be shared with relevant stakeholders so they are familiar with the plans, and so that their feedback can be used to make further improvements to the content. These plans will then need to be reviewed by the Colorado DHSEM, which is scheduled to occur in late 2023 according to the CCOB EM 2023 Work Plan. Finally, the plans need to be formally approved by Broomfield City Council and then posted to the CCOB webpage so that the plans are accessible by CCOB staff and residents.	High	Implemented 10/2024 6/2024 10/2023	The EOP and Capabilities Plan were shared with relevant stakeholders prior to the plans being finalized and their feedback was incorporated into the plan accordingly.
Emergency Management 7/26/2023	EM	Long-Term OEM Work Plan & Budget	2	A long-term (e.g. 5-years) work plan and budget do not currently exist for the Office of Emergency Management (OEM) so it is unclear when various plans are due for an update.	A 5-year OEM work plan and budget should be developed that includes a maintenance schedule with targeted revision dates for the significant Emergency Management Plans and assessments. The schedule should also reflect the effective date of the current plan, the targeted revision date, and the designated approver for each plan. Since some of these efforts may require consulting services, an estimated OEM budget would also be useful for financial planning purposes. For the remainder of 2023, it is recommended that OEM focus on the completion of the new EOP and supporting Capabilities Plan approvals, as well as the completion of the Local Integrated Preparedness Plan, so that training on these new materials can be conducted in 2024.	High	Implemented 10/2024 6/2024 3/2024	The Integrated Preparedness Plan (IPP) was submitted to the State in June 2024 and has since been approved. The IPP is a road map for the CCOB and its partners to maintain and strengthen specific areas within its disaster training and exercise program. It establishes overall disaster preparedness priorities and outlines a multi-year schedule of actions designed to address those priorities and validate capabilities. The IPP helps the OEM to plan and budget for upcoming activities.

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Emergency Management 7/26/2023	Economic Vitality	Local Business Outreach	5	The CCOB does not license all businesses so a central list of all businesses in the CCOB does not exist. This complicates efforts to communicate with local businesses during an emergency. The Economic Vitality Department is working on a project to develop a more comprehensive listing that will improve the quality and of the contact information and also allow it to be maintained so the information is current.	The Economic Vitality Department should follow through with its plans to Develop a formal, comprehensive business outreach program that includes a list of all businesses operating in the CCOB and essential contact information.	Low	6/2025 6/2024 4/2024	The new Economic Vitality (EV) Director will be assessing what Broomfield business information is currently available within the organization. EV will then determine the most effective method for maintaining an updated business listing moving forward. This may involve a process improvement effort leveraging information that is currently available or possibly a business licensing effort.
Emergency Management 7/26/2023	All	Time Reporting/ Payroll System Challenges	6	The CCOB's current payroll system does not easily allow for time allocation to specific task-related project codes and employee training on the subject was minimal prior to the pandemic. As a result, employee efforts to allocate their time were time-consuming and inconsistent. New procedures were introduced during the early phases of the emergency, but the instructions should have been communicated more clearly and frequently. The use of these project codes also created unintended timekeeping issues, such as system freezes and timecards not being appropriately saved. This resulted in inconsistent timekeeping practices and varying degrees of detail in the payroll data.	The CCOB should explore enhancements to the current payroll system timesheet module. If the current payroll system is unable to accommodate the task-related project codes in an efficient and effective manner, then a third-party timesheet module should be explored. (It should be noted this item is currently on hold until the replacement of the CCOB Innoprise Financials system with an Enterprise Resource Planning (ERP) financial module occurs (tentatively 2026). Then, a Human Resources Information System (including payroll) will be identified that is compatible with the new ERP.)	Low for OEM (beyond its control) but High for CCOB	12/2027	The CCOB is focused on the implementation of a new ERP system, of which the HRIS upgrade or replacement is a component. Thus, limited progress is expected in this area for the foreseeable future. This item will remain open until the issues are eventually addressed.
2023 PD Property & Evidence (11/29/2023)	IT & PD	Public Safety Technology Team	1	The Public Safety Technology Team (PSTT) should include subject matter experts from each Police Department (PD) function that relies upon the New World Public Safety Information System (NWPSIS) for its operational processing of information. One of the purposes of this group is to bring issues to the attention of CCOB IT support personnel in order to resolve issues so that the system is used to its full potential. The Property & Evidence (PE) Unit has not had representation on the PSTT in recent years due to employee turnover. As a result, the CCOB IT support staff was not aware of many of the system shortcomings impacting the PE Unit.	The CCOB PD should revisit and formalize its continuous improvement practices for the administration and maintenance of the NWPSIS. A senior-level manager with working knowledge of the system should be assigned responsibility for the oversight of the entire NWPSIS. This NWPSIS leader should also serve as a liaison with the IT Department to ensure the necessary resources are being allocated to the NWPSIS so that outstanding issues are addressed in a timely manner. There should be an established process for ensuring representation on the PSTT for all of the NWPSIS modules used by the PD business units. A subject matter expert for the PE Unit should attend the monthly PSTT meetings.	High	Implemented 11/1/2024	The PSTT has been reconvened in 2024 with PD new/additional SMEs representing all NWPSIS modules, including the Property & Evidence function. IT support staff are also included. The group met twice during 2024 and will be meeting on a quarterly basis moving forward.

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2023 PD Property & Evidence (11/29/2023)	A. PD/Property & Evidence (PE) B. PD/PE C. PD/PE D. PD E. PD	NWPSIS User Training and Documented Resources	2	System training allows users to use the system to its full potential. However, none of the current PE Unit employees have received comprehensive vendor training on how to most effectively use the NWPSIS LERMS PE module. When employees are not sufficiently trained on how to use a software application, variations in practice and inefficiencies will generally occur, which can impact the reliability of the data in the system. Also, PE Directives, standard operating procedures (SOPs), User’s Manual, and Desk Procedures require updating.	A. A renewed focus on user training for PE Unit on the NWPSIS LERMS module is warranted. Module specific training should be provided every time an employee is reassigned to a position that requires familiarity with a new module. B. The PD should consider having an experienced Analyst from Tyler Technologies, the NWPSIS vendor/developer, observe how PD staff is using PE features in the NWPSIS LERMS module in order to identify techniques that could help improve operating efficiencies. C. The PE Unit should update the PE Directives, SOPs, User’s Manual, and Desk Procedures to reflect current practices to help ensure consistency in practice, as well as effective onboarding and cross-training. D. The PD should make NWPSIS self-Study resources, summaries of system upgrade enhancements, and internally developed resources easily accessible by PD Unit employees. E. The PD should continue to develop in-house expertise on the NWPSIS by using a "train the trainer" model, which involves the identification of specific employees who have a strong technical understanding of the subject matter.	High for all items	A, B, and D Implemented 09/2024 06/2024 C. Implemented 09/2024 E. Implemented 09/2024	A, B, and D - A Tyler Technologies representative was on site twice during 2024 to provide training and work through system issues related to the NWPSIS LERMS module. Additional PD employees who use the NWPSIS, including PE staff, have been provided access to the online Tyler University resources for self-study training purposes. Select staff will also be attending an upcoming Tyler conference for training purposes. C. The PE Unit Directives, SOPs, User’s Manual, and Desk Procedures have been updated to reflect current practices. E. As described in item 1 above, additional NWPSIS SMEs have been identified and are meeting on a quarterly basis to address system related issues. These SMEs will be available to address issues and train other staff members as needed.
2023 PD Property & Evidence (11/29/2023)	B. PD/PE D. PD/PE & Records	Property and Evidence Dispositions	3	B. Since December 2020, physical PE inventory has increased by 9,100 items. As of June 2023, there were 31,443 physical items in PE inventory. Increasing PE inventory will eventually cause space limitations and additional work on the part of PE staff. D. The PE Unit does not currently have a reliable report that identifies PE that is eligible for disposition due to outdated statutory tables. This causes more items to be handled than necessary when processing dispositions.	B. The PE Unit should continue its current focus on the PE disposition process. This should be an operational priority until the backlog of PE inventory items that are eligible for disposition has been addressed. If necessary, temporary labor should be considered to assist the PE Unit with these efforts. D. The PE Unit should work with the Records Unit to update the statutory tables that are used to auto-populate the retention period for new PE items. PE items in NWPSIS/LERMS with no retention period need to be manually updated with the proper information. Once the data fields are accurate, a more reliable disposition report should be available.	High Medium	B. Implemented 11/2024 D. Implmented 09/2024 07/2024	B. The number of PE inventory items has been consistently decreasing for the past five months. The PE unit has dedicated one day of the week to focus on the disposition process and staff expect the inventory balance to continue decreasing. D. The Records Unit has updated the statutory tables in the NWPSIS. Disposition dates are now automatically populating in the system when new PE inventory is entered into the system. This should improve the efficiency of the disposition process since statutory timeframes no longer need to be manually researched.

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2023 PD Property & Evidence (11/29/2023)	IT & PD/PE for all items	NWPSIS LERMS Deficiencies	4	<p>There are several NWPSIS LERMS issues currently impacting the efficiency of PE Unit operating practices:</p> <p>A. When an Officer places an item in an evidence bin the LERMS module records a date/time stamp but the same date/time stamp is also used when the PE Technician subsequently moves the item to the next location</p> <p>B. 50 PE items (as of July 2023) appear on the "Property - Missing Chain of Custody Report (COC)" and the COC screen in LERMS for these items is also blank - COC history exists in the "Field Level Auditing Viewer" but it is not user-friendly and complicates reporting</p> <p>C. No notes fields are available for documenting PE details specific to a case and inefficient workaround solutions are currently being used</p> <p>D. Inventory Not Present Report pulls incorrect data</p> <p>E. Not able to check out or transfer multiple items or cases so the items must be inefficiently moved one item at a time</p> <p>F. Not able to batch transfer a case when moving location so the items must be inefficiently moved one item at a time</p> <p>G. Inventory scanners reflect items in inventory that have actually been destroyed or checked out</p> <p>H. Electronic signatures for chain of custody will not automatically attach to the case so a manual workaround process is currently being used</p> <p>I. A NWPSIS test environment for all modules does not currently exist due to hardware limitations</p> <p>J. Reporting solutions needed include a Dispositions Report reflecting how an item was actually disposed (e.g. Returned to Owner) and a COC Report that reflects every change of location for an inventory item.</p>	<p>The PE Unit and IT support staff should meet regularly to address the NWPSIS deficiencies or adopt an acceptable workaround solution for the following:</p> <p>A. An accurate date/time stamp is recorded each time PE is moved to a different location (including the initial intake process)</p> <p>B. Determine the root-cause for why items are showing up on the "Property - Missing Chain of Custody Report" and the COC screen information is missing so that this error can be corrected moving forward</p> <p>C. Identify a more efficient solution for documenting and retaining case notes for PE items</p> <p>D. A correct Inventory Not Present Report should be available</p> <p>E. Ability to check out or transfer multiple items or cases</p> <p>F. Ability to batch transfer a case when moving location</p> <p>G. Accurate inventory when using the scanners that shows when items have been destroyed or checked out</p> <p>H. Ability to efficiently capture electronic signatures for COC purposes that are automatically attached to the case</p> <p>I. A test environment should exist for all NWPSIS modules</p> <p>J. Reporting solutions that reflect 1) how an item was disposed (e.g. Returned to Owner) and 2) COC showing every change of location for an inventory item</p>	Medium for all items	A - J Originally 11/2024 but now dependent on future software change	All items (A - J): PE and IT staff attempted to address these issues when Tyler Technologies was on-site in 2024 for user training and trouble-shooting purposes. Unfortunately, these problems still persist and the vendor has no proposed solutions. Thus, the PD and IT have concluded, after several months of trouble-shooting efforts, that it will be necessary to transition to a separate third-party system for PE inventory purposes in order to ensure the integrity of the inventory and to improve operational efficiencies. The PD is currently reviewing alternative products and obtaining user testimonials. Eventually, a supplemental budget request for the new software will be submitted.

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2023 PD Property & Evidence (11/29/2023)	IT & PD/PE	LERMS Module	6	The LERMS module is an integrated component of the NWPSIS, which has its advantages when it comes to managing data and system interfaces. The PD Records Division also uses the LERMS module and most PD staff have already had some level of user training. However, inefficiencies also create an extra time and cost burden on PE Unit staff operations. An efficient and reliable information system for managing PE inventory data is an important internal control and directly impacts the efficiency of operations. PE Unit staff have expressed an interest in transitioning to another software program to manage its PE data operations needs.	The PE Unit staff should continue to work with the designated CCOB IT technical support staff to resolve the challenges described in this report. If the system deficiencies are not able to be sufficiently resolved, it may be necessary for the PD (in consultation with the IT Department) to consider other alternatives to the NWPSIS LERMS module for managing the PE Unit data activities. Any proposal to move to a different software application should include a thorough cost/benefit analysis related to the proposed change.	Low	Closed 11/2024	The PD will be transitioning to a new software for PE inventory purposes. See item 4 above for additional details.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1A	Approval Groups - The City Suites Financial System (CSFS) has a shortcoming in the PCard approval workflow where the transaction can only be routed to a single approval group and only one individual from that group can approve the transaction. As a result, broad approval groups have been established, which sometimes have insufficient segregation of duties. Examples include PCardholder who is also in their approval group, subordinate approving transactions, and approver redirecting the approval to the PCardholder.	The Finance Department should reevaluate the PCard approval structures to ensure the proper segregation of duties. Having the approval structures updated prior to the implementation of the new financial system (approx late 2027) will also allow for a more efficient and effective implementation of the approval workflows. Also, ensure the upcoming request for proposal for the new financial system has "must have" criteria that allows for multiple approval workflows for all types of purchases, as well as reporting that shows who initiated and who approved a purchasing transaction. This should decrease the need for overly broad approval groups.	High	6/2027 9/1/2025	Finance will continue to evaluate existing structures / procedures and document processes over the next year with the Government Finance Officers Association. Multiple items will be addressed including approval tiers prior to transitioning to a new ERP system. Capabilities are limited in the current system. Improving this will be part of the ERP selection and implementation process.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1C	Federal Purchases - Per CCOB Procurement Manual, P-Cards should not be used for purchases covered by federal funds. This control helps ensure that federally suspended or debarred entities are not used. However, a few PCard transactions applied to federal funding were identified.	The Finance Department should evaluate PCard transaction data using the project code to ensure that no federal purchases have been made using the PCard and identified exceptions should be corrected. Alternatively, Finance could implement a control that checks for federally suspended/debarred entities, while also allowing the PCard to be used.	Medium	12/2025 12/1/2024	Finance has decided to remove the federal purchase restriction from the PCard policy because it is only a CCOB guideline and not a federal restriction. Since other procurement guidelines are also being updated in relation to the ERP, additional time is necessary to update the PCard policy.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1D	Receipts/Business Purpose - The Procurement Manual and PCard Policies the Procedures Handbook require PCardholders to provide a detailed receipt/invoice and to document the business purpose of the transaction in sufficient detail so that appropriateness of the purchase is apparent to the Approver. For most transactions tested, this was sufficiently provided. However, exceptions were also noted.	The Finance Department should periodically (e.g. annually) remind PCardholders about the receipt and business purpose requirements for PCard purchases. In addition to the what, when, and where criteria, the documentation should also reflect who utilized the product or service purchased. PCardholders who continually provide insufficient PCard documentation should have their PCards revoked.	High	6/2026 11/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1E	Split Transactions - A split purchase occurs when a purchase is separated into two or more transactions in order to avoid the PCardholder's single purchase limit. CCOB policy prohibits this practice. Transaction testing identified several transactions that appeared to be split transactions.	The Finance Department should more effectively monitor PCard activity for split transactions. When violations are noted, remind the PCardholder that split transactions are not allowed and that a temporary single purchase limit exception is required. If necessary, work with the departments to identify a more appropriate single purchase limit for the PCardholder. Revoke PCard from PCardholders who continually violate the no split transactions policy.	High	6/2026 11/2024 6/1/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Transaction Processing	1F	Timeliness of PCard Transaction Processing - There are often delays with PCard transactions posting to the general ledger due to untimely coding and supporting documentation from PCardholders. Also, Finance batch processes PCard transactions so a single delayed PCard transaction causes the entire batch to be delayed. This causes staff frustration because it can delay other business processes, such as timely grant reporting.	The Finance Department should be more aggressive on the enforcement of the PCard processing timeline. PCardholders who repeatedly cause processing delays should have their PCards revoked. Also, Finance should consider using a temporary clearing account for the transactions that are pending approval past the established deadline so that the entire batch is not delayed.	Medium	6/2025 12/2024	Finance has been collecting data related to PCard violations. A conversation with the CMO will eventually occur where recommendations will be made for either suspending or revoking the PCards for individuals who repeatedly submit receipts past the deadline and delay PCard transaction processing. PCard that are infrequently used will also be revoked in order to alleviate the administrative burden associated with these cards.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Account Administration	2B	Business Need for PCards - PCards provide an efficient/effective method for making purchases, but there are costs and risks associated with the PCard Program administration. Thus, PCards should only be issued to active employees who have a valid business purpose. During the audit period (1/2022 - 8/2023), there were 56 PCards used three or fewer times, including 29 PCards that were not used at all. The scrutiny of PCards needed may be lacking and there is no procedure for evaluating the on-going business need for issued PCards based on actual PCard usage. Unused or underused PCards expose the CCOB to the unnecessary risk of credit card fraud.	PCards should only be issued to employees who have a valid business need for the PCard. The Finance Department should consider establishing some criteria for issuing PCards that includes the intended frequency of use. Finance should also periodically evaluate (e.g. annually) the frequency of PCard use to determine whether all issued PCards are necessary since the risk of unauthorized usage increases when more cards are outstanding.	High	6/2025 12/2024	See item 1F above.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Account Administration	2C	PCard Administrative Forms - PCard administrative forms (i.e. Request, Change, Agreement, and Missing Documentation) appear to capture the necessary information for administrative business purposes. However, testing procedures identified missing forms in the filing system (eventually found in archived emails). There was also no standard naming convention for the electronic files stored in the Google Drive folders, which made it more challenging to locate the supporting documentation.	The Finance Department should consider converting the manual PCard forms to an electronic format that can more efficiently collect and store the required PCard information. The intake forms should include "mandatory fields" that require a response before it can be submitted, which should reduce the follow-up inquiries on the part of the Finance PCard Administrator when the forms are not comprehensively completed. This would also eliminate the manual routing of documents, as well as the additional administrative effort of scanning/filing copies of the forms in the Finance Google Drive folders.	Low	6/2025 10/2024 6/1/2024	Finance has been experimenting with the use of an online form for PCard purposes. Additional time is required to ensure the new process has been properly tested and communicated with CCOB staff.

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2023 Purchasing Card (12/29/2023)	Finance / Procurement	Gift Cards	3	CCOB policies/procedures do not address how gift cards/certificates purchased for individuals who are not CCOB employees should be handled. The methods used for tracking gift card purchases with PCards vary by business unit. When an "inventory" of gift cards are maintained, the reconciliation/tracking procedures are generally not sufficient. This results in a greater risk of theft or misappropriation. Excessive use of these cash equivalents without a comprehensive and transparent tracking system may be viewed negatively even if the use/gesture is warranted.	Purchased cash equivalents should have records that provide the information necessary to support the expense and to ensure distribution of these items were used for the intended business purpose. The Finance Department should enhance procurement policies to address how gift cards/certificates purchased for non-employees should be tracked, reconciled, and documented. Consider providing a standard template that includes the typical quantitative and quantitative elements of a rolling inventory for gift cards stored for future use. While Finance is responsible for providing the policy/procedure, it is the responsibility of the CCOB departments to be compliant with these CCOB guidelines. Periodically, a manager who is independent from the gift card/certificate handling process, should review the tracking log and ensure the ending balance of gift cards/certificates on hand agree to the tracking log. Finally, staff should be encouraged to use mechanisms other than cash equivalents to reduce the risk of misappropriation or negative public perception.	High	Closed 12/2024	Finance, in consultation with the CMO, has decided to no longer permit the use of cash equivalents. Thus, a reporting process will no longer be necessary. While this item is currently being closed based on that course of action, it will be reopened if future audit transaction testing shows cash equivalents continue to be purchased and used.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Training Resources	4A	While the slide deck for the in-person PCard Training presentation appears to be comprehensive and a good source of information, it has not been delivered during the last few years due to the pandemic and employee turnover. This is a missed opportunity to educate/remind employees about the PCard guidelines.	The Finance Department should periodically schedule in-person PCard training for new employees and for existing employees looking for a refresher. Alternatively, a recorded presentation could be made available on the Purchasing Cards BEACH (intranet) web page.	Medium	6/2025 11/2024 6/1/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.
2023 Purchasing Card (12/29/2023)	Finance / Procurement	PCard Training Resources	4B	Currently, there are no PCard training documents available on the BEACH (CCOB intranet) Purchasing Cards web page. When working with the PCard test that must be taken by PCard applicants prior to the PCard being issued, it is necessary to contact the Procurement Analyst who then sends the PCard test information to the PCard applicant. The Procurement Analyst continues to correspond with the PCard applicant until a passing test grade (i.e. 80%) is obtained.	The Finance Department should consider adding the mandatory PCard test to the recently implemented Cornerstone Learning Management System. Also, detailed instructions should be included on the Purchasing Card BEACH web page that directs the PCard applicant to complete the PCard test and submit proof of passing along with the original PCard Request Form/Application. This should reduce the unnecessary correspondence that is occurring related to the PCard test.	Low	6/2025 11/2024	Training content is currently being developed, which will cover this topic. In addition to planned in-person training, on-demand training related to PCards will be made available on the Cornerstone training platform. Additional time is required to fully address this item.
2024 ADA (4/9/2024)	CCAO / R&S	ADA Tracking Internal Workbook - Owner	1A	There is currently no owner of the CCOB ADA Internal Tracking workbook or a formal process in place to maintain this workbook.	The Risk and Safety Manager should take ownership of the ADA Internal Tracking workbook. CCOB departments should be responsible for designating an individual who will be responsible for updating those portions of the ADA Tracking Workbook applicable to the department. The ADA Coordinator should work with the designated departmental ADA contact to review and update the workbook on an annual basis.	High	6/2025 4/2025	An assessment of the ADA Tracking workbook is currently taking place to determine what actions (if any) are necessary to address the items identified in log. The ADA working group with either be revitalized or disbanded depending on the results of the assessment. Future ADA assessments will take place as deemed necessary by management.
2024 ADA (4/9/2024)	PW/ Facilities & Streets, and CCAO/R&S	Buildings & Parking Lots	1B1	There were a few locations that still require the 2010 ADA Standards checklists to be completed.	The 2016 ADA Standards Checklists, based on the 2010 ADA Standards for Accessible Design, should be fully completed for all publicly accessible facilities and parking lots.	Medium	6/2025 4/2025	See item 1A above.

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2024 ADA (4/9/2024)	PRSS, CCAO/R&S	Specific Use Checklists	1B2	There are a few additional resources available on ADA.gov that have not been used but could be beneficial in the self-assessment process.	When applicable, the following checklists should be used when the department is conducting self-assessments: Play Areas; Swimming Pools, Wading Pools & Spas; and Fishing Piers & Platforms.	Medium	6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, CCAO/R&S	Trails	1B3	The self-evaluation process for open space and trails can be more challenging since there are no specific ADA.gov checklists available for this category. As a result, staff have pieced together evaluation criteria from different resources but the source of the guidance has not been documented in the ADA Tracking workbook. It is also difficult to determine whether the listing comprehensively captures all CCOB Open Spaces and Trails.	The trails documentation in the ADA Tracking workbook should be enhanced so that it is clear which trails have been evaluated and which trails still need to be evaluated. The trails worksheet should also include the trails evaluation criteria, findings, and any necessary actions. As discussed in item 1B5 below, partnering with the GIS Division would improve the efficiency and effectiveness of this process.	Medium	6/2025 4/2025	See item 1A above.
2024 ADA (4/9/2024)	OST, PRSS, PW, CCAO/R&S	Technology to Conduct ADA Self-Assessment	1B5	The self-assessment of many outdoor spaces can be time-consuming due to the dispersed locations throughout the City/County. There are more effective and efficient methods to perform self-assessments of these outdoor areas when compared to the manual methods previously used. A more comprehensive self-assessment would also help ensure all publicly accessible outdoor spaces have been evaluated.	CCOB departments/divisions responsible for maintaining outdoor spaces should consider partnering with the GIS Divisions to identify more efficient and effective data collection and mapping methods for conducting ADA self-assessments.	Medium	4/2025	See item 1A above.
2024 ADA (4/9/2024)	CCAO/R&S	ADA Committee/ Divisional Administrators	1C	The current combined ADA workgroup is large. The items in the ADA Tracking workbook are not currently prioritized and in most cases there are no cost estimates. As a result, the plan/timeline for addressing these items is unclear and there are no established budgets.	The ADA Coordinator should establish an appropriately sized ADA Committee that meets on a periodic basis (e.g. semi-annually) to discuss ADA related matters. The ADA Committee should then work together to prioritize the items in the ADA Tracking workbook, identify solutions for the issues identified, establish cost estimates (periodically adjusted for inflation), and establish work plans to address the solutions within their respective business units.	Medium	12/2024	See item 1A above.
2024 ADA (4/9/2024)	CCAO/R&S, Com-munications	Managing and Standardizing Complaints	1D	Online ADA Complaint Form available on Broomfield.org is not consistently used. There are inconsistencies in how CCOB ADA efforts are addressed, tracked, documented, and archived. Standard operating procedures (SOPs) for CCOB ADA activities have not been established. The documentation trail is sometimes dispersed and the details are not archived in a central location.	The Online ADA Complaint Form should be used every time a complaint is received so that a record is established in the linked workbook that is maintained by the ADA Coordinator. Staff should direct the public to complete the form to initiate the research/response process. If staff receive the information via phone or in person, then the staff member should complete the Online Complaint Form. A standard template or checklist for documenting responses to ADA complaints should be developed so that cases are consistently handled. This SOP should require the CCOB ADA Coordinator to be involved in all ADA inquiries/complaints. The SOP should also specify where the documentation is to be archived and the naming convention for the files. Finally, the ownership of the ADA files should be transferred to the CAO since the designated CCOB ADA Coordinator is assigned to that department.	Medium	4/2025	The online ADA and Accessibility Grievance and Request Form and the ADA and Accessibility Process and Procedures are now available on the Broomfield.org ADA and Accessibility webpage . All grievances and/or requests that require additional effort on the part of staff (i.e. issues that are not immediately addressed) are to be documented using this online form, which notifies the CCOB Risk & Safety Manager, who is also the CCOB ADA Coordinator. This will help ensure all ADA inquiries are sufficiently documented and addressed. Supervisory staff will be made aware of this requirement when taking the mandatory Navigating Antidiscrimination Laws in the Workplace training during 2025. A Disability Etiquette training will also be offered for staff who work directly with the public.

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2024 ADA (4/9/2024)	CCAO/R&S, CMO	ADA Coordinator Designation	2C	In August 2019, the City and County Manager issued a memo appointing the Risk Administrator as the designated ADA Coordinator. The name of the employee was also explicitly stated in the memo. However, there has since been turnover in this role and the position title has changed.	The City and County Manager should issue an updated memo designating the new Risk and Safety Manager as the CCOB ADA Coordinator, along with the necessary contact information (i.e. name, office address, and telephone number).	Low	4/2025 10/2024 8/1/2024	Preparation the memo is currently in-progress. A meeting with the City and County Manager will then be scheduled to get the memo approved and to discuss any necessary refinements to organizational ADA coordination moving forward.
2024 ADA (4/9/2024)	Human Services / Operations	CCOB DHS Grievance and Complaint Policy	2D	The CCOB Department of Human Services (DHS) Grievance and Complaint Policy designates the Operations Manager of the HHS Department to serve as the department's ADA and Section 504 Coordinator, but there is currently no requirement to also make the CCOB ADA Coordinator aware of any formal ADA complaints.	The CCOB DHS Grievance and Complaint Policy should be updated to ensure the HHS Operations Manager makes the CCOB Risk and Safety Manager, the CCOB ADA Coordinator, aware of any formal ADA complaints that are received.	Low	Implemented 4/1/2025	HHS Discrimination, Grievance, and/or Complaint Policy has been updated accordingly.
2024 ADA (4/9/2024)	CCAO/R&S	ADA Training - Public Facing	3B	Since CCOB staff who interact with the public have varying levels of experience when dealing with situations that are ADA in nature, there is potential compliance risk if the matter is not appropriately handled.	CCOB programmatic staff who frequently interact directly with the public should be trained on how to identify potential ADA related matters. Since ADA cases will vary in nature, and the expertise of programmatic staff will also vary, CCOB employees who encounter ADA Title II (Public Services) related issues should involve the Risk and Safety Manager in ADA matters as a quality control measure.	High	4/2025 10/2024 4/1/2025	See item 1A above.
2024 ADA (4/9/2024)	CCAO/ Risk & Safety DDEI HR	ADA Training - Employment	4	Since CCOB supervision staff have varying levels of experience when dealing with situations that are ADA in nature in the employment setting, there is potential compliance risk if the matter is not appropriately handled.	CCOB supervisory staff should be trained on how to address and handle ADA related matters, specifically requests for accommodations from employees. Since ADA employment cases will vary in nature, and the expertise of supervisory staff will also vary, CCOB employees who encounter ADA Title I (Employment) related issues should involve Human Resources as a quality control measure. When cases involve novel or more complicated legal issues or potentially subject CCOB to increased liability and risk, Human Resources should involve attorneys from the City & County Attorney's Office.	High	4/2025 10/2024 4/1/2025	See item 1A above.
2024 Revenue Payment Processing (9/5/2024)	See Below	Control Reports	1	A review of exception activity (i.e. adjustments, voids, refunds, deletes, reversals, etc.) by a supervisor independent of the revenue payment process has not been consistently performed by the business units listed below.	All City & County of Broomfield (CCOB) functions that use a cash receipting system for revenue payment processing should have a designated reviewer (ideally a supervisor) independent of the cash handling function who is responsible for monitoring departmental exception activity (i.e. voids, refunds, deletes, reversals, etc.). Business units should ensure exception reporting is properly and consistently performed.	High	See below	See below
2024 Revenue Payment Processing (9/5/2024)	Police Admin	Control Reports	1A	City Suites CCR Exceptions Report is not being generated and reviewed on a consistent basis.	The CCR Exceptions Report should be generated/reviewed on a periodic basis and archived.	High	Implemented 9/2024	The CCR Exceptions Report is now being generated on a quarterly basis and reviewed by an Administrator that is independent of cash handling.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Control Reports	1B	City Suites Customer Information System (CIS) Adjustments Report and the Reversals/Voids Report are available but are no longer being used as a result of employee turnover.	The CIS Adjustments Report and the Reversals/Voids Report should be generated/ reviewed on a periodic basis and archived.	High	3/2025 9/2024	With recent vacancies in the Revenue Division, additional time is necessary to fully implement this internal control.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Control Reports	1C	Eagle Treasurer control report that reflects exception activity is not being used.	Eagle Treasurer control report should be generated/ reviewed on a periodic basis and archived.	High	6/2025	With recent vacancies in the Revenue Division, additional time is necessary to fully implement this internal control.

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2024 Revenue Payment Processing (9/5/2024)	See below	Segregation of Duties	2	Revenue payment processing segregation of duties could be improved in the business units listed below.	Whenever possible, individuals who collect payments from customers and/or prepare the cash deposits should not also generate the supporting documentation or perform reconciliation procedures because the information could be altered.	High	See below	See below
2024 Revenue Payment Processing (9/5/2024)	Court Services & Finance/ Accounting	Segregation of Duties	2A	The Court Administrator processes cash receipts transactions, handles deposits, provides documentation from the BCAP system to Finance for the monthly reconciliation, and reconciles the Court Services checking account. This arrangement lacks the proper segregation of duties.	Due to the limited staff size of the unit, it is not practical to sufficiently segregate duties with existing personnel so it may be necessary to expand the involvement of the Finance personnel in the monthly financial reconciliation procedures. The Finance Accountant who receives the BCAP system reports could directly access the BCAP system to verify the accuracy of the documentation.	High	Closed 12/2027 11/2024	Note - this is a repeat comment that was also identified in the Court Services Cash Receipts Special Review - issued 8/24/21 (see above). Rather than reflect the issue twice in this listing, this line item will be closed and future tracking of the matter will be done in relation with Court Services Cash Receipts Special Review.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Segregation of Duties	2C	CRO staff are responsible for making a manual daily summary entry for Eagle Recorder activity into the Eagle Treasurer system. Since CRO staff handle cash and are also responsible for providing the supporting documentation for the daily balancing/deposit process, there is a lack of segregated duties.	The Eagle Recorder to Eagle Treasurer Reconciliation internal control should be reimplemented and maintained. The Revenue Manager, who does not handle cash or make the deposit, should independently generate the reports from the Eagle Recorder and Eagle Treasurer systems that are used to perform the reconciliation. Differences noted in the reconciliation should be researched and documented.	High	6/2025	With recent vacancies in the Revenue Division, additional time is necessary to fully implement this internal control.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Standard Operating Procedures (SOPs)	3A	The Division of Motor Vehicles (DMV) daily balancing activities, revenue allocations, and related journal entries could be improved.	The daily allocation workbook should be enhanced by adding a narrative explaining what the taxes and fees represent and the authoritative guidance authorizing the collection and subsequent allocation of these amounts.	Medium	6/2025	Additional time is necessary to address this item.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Standard Operating Procedures (SOPs)	3B	The Finance/Revenue SOP for the daily balancing of the Eagle Treasurer system (Property Tax) could be improved.	The Finance/Revenue SOP for the daily balancing of the Eagle Treasurer system should be improved by documenting additional details about the process. This will help ensure consistency in the procedures performed and the resulting documentation when different staff perform this task. This will also help with onboarding and cross-training.	Medium	6/2025	Additional time is necessary to research and address this issue.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Revenue Payment Processing/ Cash Receipts Policy	4	The CCOB does not currently have a Revenue Payment Processing/ Cash Receipts Policy, which results in varying practices throughout the CCOB. This could also lead to confusion or non-compliance with prescribed operating practices. Currently, there are many inconsistencies in how business units prepare deposit packages. The methods used to pass along supporting documents to Finance also varies (e.g. email vs. placing documentation in a shared folder on the network drive). In some cases the deposit package supporting documentation appeared to be excessive, while in other cases the deposit only included a deposit slip. Note - Cash Receipts Policy also recommended in the 2020 Cash Receipts Audit.	The CCOB Revenue Payment Processing/Cash Receipts guidelines should be adequately documented and accessible to employees via the BEACH (CCOB intranet). These guidelines should address how supporting records for deposits and related journal entries should be consistently prepared, submitted, and documented. The guidelines should also explain how the documentation should be provided (e.g. placed in a designated electronic file folder on the network along with a standard naming convention that includes the relevant dates). Also, the policy should require that a receipt is provided for all in-person cash transactions, including off-site transactions, to ensure the transaction is captured in the cash receipts system. If the cash receipts system is not available, then a manual receipt should be provided and later reconciled to ensure the funds are appropriately deposited. Finally, the policy should provide direction on how departments are to handle NSF check transactions.	Medium	12/2027 6/2025 Issue First Recommended in 3/2020	A draft of the Revenue Payment Processing / Cash Receipts guidelines currently exists. However, Finance has decided to defer the issuance of the policy until the new ERP is implemented in order to ensure the policy reflects updated operating practices based on the new internal control environment. The need for this policy was first identified in the 3/2020 Cash Receipts audit.
2024 Revenue Payment Processing (9/5/2024)	Recreation Services	Supporting Documentation	5D	The total proceeds collected for the last Broomfield Days 5k Race and Fun Run event was not reconciled to the total amount deposited in the financial system.	The Broomfield Days 5k Race and Fun Run event proceeds should be reconciled to the amount deposited via the BReX system. This documentation should be retained and the corresponding SOP should be updated accordingly.	Medium	10/2025	This item will be reviewed after the next Broomfield Days event in the fall of 2025.

ATTACHMENT 2 - Performance and Internal Audit Status Update

Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
2024 Revenue Payment Processing (9/5/2024)	Finance	Credit Card Fees	7	Credit cards are a common payment option used by CCOB customers due to the convenience it offers. However, the CCOB is inconsistent in how the associated credit card processing fees are handled. In some cases the customer pays the fee and in other cases the CCOB business unit absorbs the cost. With the popularity of online payments increasing, this will also result in additional costs to the CCOB. Finally, the CCOB offers other payment options that generally do not include a service fee.	The CCOB should be consistent in how credit card processing fees are handled throughout the organization. Since it is the customer who benefits from the convenience of online credit card payments, and other payment options are available (e.g. cash, check, e-check, and ACH), the CCOB should consider having the customer cover the cost of credit card fees. While this position varies among governmental and private organizations, it is becoming more common to pass the fee along to the customer.	Medium	12/2027 6/2025	Informally, Finance has been responding to department inquiries on the matter by stating it is appropriate to pass along the credit card processing fees to the customer. However, this will not formally be addressed until the Revenue Payment Processing / Cash Receipts guidelines have been issued (see item 4 above for additional details).
2024 Revenue Payment Processing (9/5/2024)	Public Works	Recreational Vehicle Dump Station Permits	9	There are approximately 2,200 active Public Works recreational vehicle (RV) dump station permits. Approximately half are for Broomfield residents, for which there is no fee, and the other half is for non-residents who have an annual fee of \$30. The current process for administering RV dump station permit renewals is manually intensive. The listing is maintained in a spreadsheet and staff must manually send out multiple email reminders to customers when their permit is expiring. Payment processing is also manual since staff must be physically present to run credit cards when requested.	Public Works should resume efforts to improve the efficiency of the RV dump station permit renewal process. The potential use of the CCOB OpenGov license/permit software should be revisited. Regardless of the system or method used, automatic email renewal notices should be used. Also, customers should have the option to renew their permits online with a credit card since this would improve the convenience for the customer and save CCOB staff time.	Low	Closed 12/2024	PW explored the use of OpenGov, but determined there are too many logistical limitations to make it work for their purposes. PW has instead updated the RV Dump Station Permit spreadsheet. While there are still many manual steps involved, PW believes the process is now more efficient. Information Technology has indicated that credit card processing will not be implemented until after the ERP implementation due to capacity reasons. Considering this is an operational efficiency issue, rather than an internal control or data integrity issue, this item is being closed at this time. The topic will be revisited during the next Revenue Payment Processing Audit.
2024 Revenue Payment Processing (9/5/2024)	Finance/ Revenue	Online Banking Bill Pay Service	11	Both Metavante and EBox are services where customers can use their online banking/bill paying services to issue payments to the CCOB. While payments from the EBox service can be rejected due to incorrect account numbers and other issues, this is not currently the case with Metavante payments. Metavante is also being used incorrectly by some taxpayers to pay their property tax bills. These issues require extra research and administrative workarounds for the Finance/Revenue Division staff.	The Finance Department should contact the company responsible for the Metavante payments and attempt to correct the administrative challenges associated with these payments. If possible, the CCOB should be able to reject erroneous payments and prevent the service from being used for unauthorized purposes in order to reduce the extra administrative efforts associated with these payments.	Low	12/2025 12/2024	Additional time is necessary to research and address this issue.
2024 Revenue Payment Processing (9/5/2024)	Finance, Court Services & Police/ Detention	Disposition of Intangible Property	12	The Municipal Court and PD/Detention have issued refunds to individuals for various purposes but the checks were never deposited by the recipient. Some of these checks have been outstanding for several years. The business units requested guidance on how to handle these items so the City and County Attorney's Office (CCAO) was consulted. The CCAO reviewed Colorado Revised Statute (CRS) § 38-13-1504 - Unclaimed Property, as well as Broomfield Municipal Code (BMC) 3-25-030 - Procedure for the Disposition of Intangible Property.	For unclaimed property held more than five years, statute allows local governments to follow their local ordinance related to the disposition of property. Thus, the Municipal Court and PD/Detention should work with the CCOB Finance Director to clean-up these outstanding checks by following the guidance included in BMC 3-25-030 - Procedure for the Disposition of Intangible Property.	Low	6/2025	Efforts are currently in progress to establish an SOP so there is a repeatable process that can be used by CCOB staff.

ATTACHMENT 2 - Performance and Internal Audit Status Update

Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
2024 Revenue Payment Processing (9/5/2024)	Finance/ Accounting	Petty Cash Funds	13	Petty cash funds can be useful under the right circumstances, but this method of reimbursement was more common before the use of PCards. An evaluation of petty cash fund activity has not been conducted in recent years to determine whether all these funds are still necessary. Petty cash funds have a separate process for reconciling and replenishing the fund when it is depleted, which also requires staff to make a trip to the bank. Finance must also conduct cash counts at year-end, which requires additional staff time.	Finance should evaluate the petty cash funds frequency of use and consider closing the funds that have minimal activity. PCards should be encouraged as the preferred method of procurement for smaller purchases. While not as efficient, check requests can also be used if necessary.	Low	Implemented 12/2026	Finance has communicated to CCOB staff that petty cash reimbursements are no longer available effective 1/1/2025. The primary reason for this change is to help remove an unnecessary administrative burden associated with these funds. Going forward, a check request can instead be submitted in Innoprise for reimbursement.
2024 Revenue Payment Processing (9/5/2024)	City Manager's Office (CMO), Clerk & Recorder Office (CRO), Economic Vitality, & Finance	Business License	14	The CCOB does not currently license all Broomfield based businesses. As a result, there is no comprehensive business registry, which causes challenges when attempting to effectively communicate with Broomfield businesses (particularly in emergency situations). Business licenses would also allow for improved communication of CCOB programs and general awareness of events occurring in the community. In addition to business outreach, the license would also be useful for sales tax purposes.	In consultation with the CMO, relevant CCOB business units (e.g. CRO, Economic Vitality, Finance/Sales Tax Division, etc.) should consider a business licensing program for Broomfield businesses. If it is determined this would be beneficial, business licensing program guidelines for an annual registration/ renewal process should be developed. A modest annual fee (e.g. \$20) is also suggested to help off-set associated costs. It may also be necessary to consider a related penalty fee for businesses that are aware of the licensing requirements but fail to register.	Low	6/2025	The new Economic Vitality (EV) Director will be assessing what Broomfield business information is currently available within the organization. EV will then determine the most effective method for maintaining an updated business listing moving forward. This may involve a process improvement effort leveraging information that is currently available or possibly a business licensing effort.
2024 Fleet Maintenance (12/20/2024)	Public Works (PW) / Fleet Mntc (FM)	Cost Effective Use of Fleet Resources	1a	Total Cost of Ownership (TCO) includes all lifetime costs that result from owning an asset, such as purchase price, maintenance and repairs, fuel, disposal value, etc. Projected and actual TCO could be used more effectively when making vehicle purchase decisions.	FM should use TCO information more effectively when making vehicle purchase decisions whenever practical.	High	1/2026	Considering this audit was recently issued, additional time is necessary to address most of these audit recommendations. An update will be provided in the next PIA Audit Status Update.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Cost Effective Use of Fleet Resources	1b	The labor rate currently being used by FM in the Ron Turley & Associates (RTA) Fleet Services software is understated and based on an educated estimate opposed to an amount supported by a standard calculation and associated costs.	FM should perform a standard labor rate calculation on an annual basis that is supported by actual cost data. A simple template for documenting the calculation and the source of the supporting documentation has been provided to FM staff. The labor rate should be updated in the RTA system at the beginning of each calendar year.	High	Implemented 12/1/2024	An updated labor rate calculation has been performed and it was updated in RTA effective January 1, 2025.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Cost Effective Use of Fleet Resources	1c	Fleet utilization standards and actual utilization data could be used more effectively to allocate vehicles throughout the CCOB.	Management should consider setting vehicle utilization standards using data from the telematics and fleet services software systems. Vehicles that do not satisfy this criteria should be considered for shared use via a motor pool model.	High	1/2026	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Cost Effective Use of Fleet Resources	1d	CCOB EV chargers are free to the public, which essentially provides a subsidy for EV owners. Finally, EVs reinforce the shared vehicle pool notion since an infrastructure for charging the vehicles is necessary.	Management should consider implementing a pricing structure on all public-facing EV chargers that would help cover electricity costs, as well as the costs associated with the EV infrastructure used by the public (including CCOB employees).	High	12/2025	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	Finance & PW/FM	Vehicle & Equipment Replacement Fund & Policy	2	The purchase of new and replacement vehicles/equipment are subject to the availability of the funds during the annual budgeting process. Specialized heavy-duty vehicles/equipment with higher costs often impacts the availability of funding for other asset needs throughout the organization.	CCOB management should explore long-term options for funding vehicle/equipment acquisitions and replacements, such as a vehicle/equipment fund that could be used to more strategically plan and budget for these assets.	High	1/2026	See item 1a above.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
2024 Fleet Maintenance (12/20/2024)	PW/FM	Policies & Procedures	3	FM policies/procedures do not reflect an effective date, some policy documents are redundant, and there are opportunities to better organize this content so that it is more accessible.	FM should review its standard operating guidelines to ensure these documents reflect current best-practices and a revision date is included. Unfinished policies should be finalized and outdated policies should be archived. The guidelines should also be more accessible to staff. Finally, a maintenance schedule should be established so that the guidelines remain current.	Medium	1/2026	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	Risk & Safety	Accident Report	4	Historically, an accident trend report was prepared periodically and shared with relevant senior management staff, rather than only being handled at the supervisory level, so that adverse trends could be identified and mitigated in a timely manner. However, due to employee turnover in the Risk & Safety function, this report is no longer being prepared and distributed.	The Accident Trend Report preparation, distribution, and review process should be reinstated on a quarterly basis. This report should eventually reflect accident data for a five-year minimum period and be shared with relevant senior management.	Medium	1/2025	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5a	While FM adequately maintains training and certification records for its employees, there is currently no formal, documented training plan or succession plan that reflects the training content and skill development steps necessary for its employees.	FM should develop and document a formal Training Plan and Succession Plan for the FM Division.	Medium	1/2026	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Training & Succession	5b	FM supervisory staff have expressed that at times they feel overloaded by their responsibilities that pull them in many directions. FM has a desire to have more qualified staff to support its operations, while also creating a career path for its Technicians.	There is sound rationale for the advanced Technician III role, which would also support FM succession planning efforts. Thus, the FM Superintendent should continue advocating for the Technician III position with PW management and Human Resources. It may also be necessary for FM to make a few concessions in how the role is structured in order to advance this initiative.	Medium	1/2026	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	PW/FM & Senior Services	Easy Ride Shuttle	6	When vehicles are serviced by the FM Division it generally requires the efforts of two employees, as well as two vehicles, when dropping off and picking up the vehicles at the FM Service Center. This is an inefficient use of resources and has been a pain point for FM since FM Technicians are often shuttling the vehicles. As a result, there is less time available to perform the repairs and maintenance work.	Senior Services and FM should continue exploring whether the use of the CCOB Easy Ride Shuttle is an option for CCOB employees to travel to/from the FM Service Center when picking up and dropping off CCOB vehicles for repairs and maintenance.	Low	9/2025	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Aggregate Spend	7	While there are practical reasons for aggregate spend guidelines, there are also time and administrative costs associated with the process. There are also different interpretations related to the guidelines.	Management should consider alternatives to the aggregate spend reporting requirements that would improve the efficiency and effectiveness of the process, as well as the clarity of the guidelines.	Low	9/2025	See item 1a above.

ATTACHMENT 2 - Performance and Internal Audit Status Update								
Audit & Special Reviews Issue Date	Dept / Division	Topic	#	Finding	Recommendation	Priority Ranking	Revised & Original Estimated Complete Date(s)	February 2025 Audit Status Update or Management Responses in Recently Issued Audit Report
2024 Fleet Maintenance (12/20/2024)	City Manager's Office, City Attorney's Office, Finance	Procurement Thresholds	8	Procurement thresholds have not been updated in recent years. The CCOB also lacks a standard process for the routine review and adjustment of the procurement thresholds.	Management should evaluate current purchasing thresholds (including aggregate spend) and request adjustments of the threshold amounts from City Council as needed so that the CCOB is comparable to surrounding local governments. This would also be an opportunity to request that these newly established amounts be administratively updated on an annual basis using an agreed upon inflation adjustment. Finally, a benchmark analysis of neighboring Colorado local government purchasing limits should be prepared on a periodic basis (e.g. every three to five years) and presented to the City Council to provide assurance that the CCOB procurement thresholds are reasonable.	Low	9/2025	See item 1a above.
2024 Fleet Maintenance (12/20/2024)	PW/FM	Expense Supporting Documentation	9	During expense transaction testing it was noted that the documentation in the City Suites financial system for a vehicle/equipment supplier was insufficient.	Every invoice should reflect a sufficient level of detail to understand exactly what goods were purchased or what services were performed. These invoices should be approved by an employee who has firsthand knowledge of the work performed and uploaded into City Suites financial system as supporting documentation for the expense.	Low	Implemented	This recommendation has been sufficiently addressed.



City and County of Broomfield

City Council Regular Meeting

A. Minutes for Approval

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6A.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Presentation](#)

Approval of Minutes for Regular Council Meeting of February 11, 2025.

Attachments

[Minutes of February 11, 2025.pdf](#)

Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

February 11, 2025, 6:02 PM - February 11, 2025, 7:13 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
- **Bruce Leslie**, Ward 4
- **Jean Lim**, Ward 3
- **Kenny Van Nguyen**, Ward 1
- **Deven Shaff**, Mayor Pro Tem, Ward 3
- **Austin Ward**, Ward 2

Not Present:

- **James Marsh-Holschen**, Ward 1

Also Present:

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

1. Meeting Commencement

1A. Pledge of Allegiance- 6:02 PM

1B. Review and Approval of Agenda- 6:03 PM

2. Petitions and Communications

3. Councilmember Reports

4. Public Comment

5. Reports

5A. Colorado General Assembly Legislative Update February 11, 2025- 6:07 PM

Motion to approve opposition to HB25-1056 Local Government Permitting Wireless Telecommunications Facilities made by Mayor Pro Tem Shaff and seconded by Councilmember Henkel. Motion passes 9-0, Councilmember Marsh-Holschen absent.

Motion to approve opposition unless amended to HB25-1169 Housing Development of Faith and Educational Land (YIGBY) made by Councilmember Henkel and seconded by Mayor Pro Tem Shaff. Motion passes 7-2, Councilmember Ward and Councilmember Delgadillo opposed, Councilmember Marsh-Holschen absent.

Motion to approve amendments to SB25-030 Increase Transportation Mode Choice Reduce Emissions. Amendments to include minimizing the requirements of local governments and finding ways to capitalize on work that local governments are already doing. Motion passes 9-0, Councilmember Marsh-Holschen absent.

5B. Broomfield Town Square - Update on Land Transfer- 6:40 PM**6. Consent Items**

6A. Minutes for Approval- 6:41 PM**6B. Proposed Resolution Authorizing the Cancellation of Uncollectible Debts- 6:41 PM**
— Resolution 2025-34 approving the cancellation of the bad debts submitted by the Finance Department as uncollectible**6C. Proposed Redesignation of Certifying Officer and Environmental Officer for HUD Environmental Reviews- 6:41 PM**

Motion to approve consent items 6a through 6c made by Councilmember Ward and seconded by Councilmember Henkel. Motion passes 9-0. Councilmember Marsh-Holschen absent.

7. Action Items

7A. Public Hearing Ordinance for Ranked Choice Voting - Second Reading- 6:43 PM

Public Hearing was opened at 6:45 PM and closed at 7:05 PM

Motion to approve Ordinance 2254 Amending the Effective Date for Ranked Choice Voting Second Reading made by Councilmember Leslie and seconded by Councilmember Nguyen. Motion passed 8-1, opposed by Councilmember Ward. Councilmember Marsh-Holschen absent.

8. Mayor and Councilmember Requests for Future Action

9. Adjournment

APPROVED:

Mayor Castriotta

Office of the City and County Clerk



City and County of Broomfield

City Council Regular Meeting

B. Proposed Resolution Approving a Construction Agreement for the 2025 ADA Curb Ramp Program Project

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6B.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

The ADA Curb Ramp Program aims to enhance accessibility in Broomfield by upgrading non-compliant curb ramps, sidewalks, curbs, and gutters, ensuring compliance with ADA standards. This memo is requesting to award construction to Denver Dirt Works, Inc. If approved, construction is expected to begin in April 2025 and be completed by the end of Q2 2025.

Attachments

[Council Memo ADA Curb Ramp Program Construction Agreement.pdf](#)

[Resolution 2025-39.pdf](#)

[Standard Construction Agreement - Denver Dirt Works.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-39 would approve a construction agreement between the City and County of Broomfield and Denver Dirt Works, Inc. for the construction of the 2025 ADA Curb Ramp Program.

The ADA Curb Ramp Program is an annual capital improvement project, subject to budget approval, that aims to enhance accessibility across Broomfield by addressing critical pedestrian infrastructure needs and ensuring compliance with the Americans with Disabilities Act (ADA). In 2024, Kimley-Horn completed the engineering design of ADA ramp improvements for 18 locations and concept planning for two additional locations. The remaining funds in 2024 were rolled into 2025 to allow Broomfield to construct as many of these improvements as possible this year.

This project will upgrade non-compliant curb ramps in priority order. The work will also include associated improvements to sidewalks, curbs, and gutters, as well as, signage and pavement markings at 13 locations throughout the City.

This [vicinity map](#) shows the project locations that will be a part of the 2025 ADA Curb Ramp Program.

An invitation to bid was posted to BidNet on December 20, 2024, and eight contractors submitted bids by the bid opening deadline on January 21, 2025.

The lowest responsive and responsible bidder was Denver Dirt Works, Inc. for \$309,510 and is recommended by staff to complete the project.

If proposed Resolution No. 2025-39 is approved, construction is anticipated to begin in April 2025, with the project slated for completion by the end of the second quarter of 2025.

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
2024 ADA Curb Ramp Program (OAZ0445) (20-70010-55200)	\$227,525
2025 ADA Curb Ramp Program (OAZ0445) (20-70010-55200)	\$250,000
Total Budget	\$477,525
Consulting Agreement (Kimley-Horn)	-\$127,500
Construction (Denver Dirt Works, Inc.)	-\$309,510
10% Construction Contingency	-\$30,950
Environmental Clearance/Materials Testing/Public Notification	-\$9,745

Sources and Uses of Funds	Amount
Total Use of Funds	-\$477,525
Projected Balance	\$0

Prior Council or Other Entity Actions

On October 24, 2023 Council authorized funds in the [2024 Budget](#).

On October 22, 2023 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 2025-39 be adopted.

Alternatives

Decide not to proceed with the project.

RESOLUTION NO. 2025-39

A resolution approving the Construction Agreement by and between the City and County of Broomfield and Denver Dirt Works, Inc. for the 2025 ADA Curb Ramp Program 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 Denver Dirt Works, Inc., for the 2025 ADA Curb Ramp Program in the amount not to exceed \$309,510 is hereby approved.

Section 2.

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

Section 3.

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

Section 4.

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

Approved on February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND DENVER DIRT WORKS, INC. FOR THE 2025 ADA CURB RAMP PROGRAM PROJECT

1. **PARTIES.** The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and **Denver Dirt Works, Inc.** (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for the **2025 ADA Curb Ramp Program project** completed a competitive selection process by invitation for bid (IFB) issued on **December 19, 2024.**
 - 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 this Agreement for completion of the services further described herein.
3. **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. **Work.** The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as **Exhibit A** and incorporated by this reference.
 - 3.1.1. ***Key Personnel.*** The Contractor’s key personnel shall include (i) the [Project Executive - Sean Shelbourn]; (ii) the [Field Superintendent - Tico Perea] and (iii) the [Project Manager - Daragh Goode]. The Contractor’s obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City’s prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

- 3.2. Contract Documents. The Contract Documents shall consist of the following:
- 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work attached hereto as Exhibit A;
 - 3.2.3. The Contractor's Cost Proposal dated **January 21, 2025**, attached hereto as Exhibit B; and
 - 3.2.4. The IFB including all attachments and links; and
 - 3.2.5. The Construction Plans for **Project No. 0AZ0445**; and
 - 3.2.6. Any change orders and contract amendments, as applicable; and
 - 3.2.7. Project Special Provisions for Project No. 0AZ0445; and
 - 3.2.8. The Insurance Requirements attached hereto as Exhibit C,

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

- 3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.
- 3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.
- 3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted

services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.

- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by a utility.
- 3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- 3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
 - 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
 - 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and

generally recognized as inhering in work of the character provided for in this Agreement.

3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate.

4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the “Start Date”). The Contractor shall complete the Work and fulfill all of its other obligations within **ninety (90) 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 **\$309,510** (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 **Kelly Behling** as the authorized representative of the City under this Agreement. Email address is kbehling@broomfield.org.

5.2 The Contractor designates **Daragh Goode** as the authorized representative of the Contractor under this Agreement. Email address is daragh@denverdirtworks.com.

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

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

11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

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

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

activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

12. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
13. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of **\$500** 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 exceeds \$500,000, the Contractor shall employ not less than eighty percent of Colorado labor of each type or class of labor in the several classifications of skilled and common labor to perform the work under this Agreement in accordance with the provisions of C.R.S. §8-17-101 et seq.
16. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor as provided in C.R.S. § 8-40-202(2). The Contractor is not entitled to workers' compensation benefits and the Contractor is obligated to pay federal and state income tax on monies earned pursuant to this Agreement.
17. **INDEMNIFICATION.** The Contractor expressly agrees to indemnify, defend and hold harmless the City, its officers, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Contractor, its officers, employees, subcontractors or agents in connection with the performance of the services pursuant to this Agreement. Except for workers' compensation, disability benefits or other similar employee benefit claims, Contractor is not obligated to indemnify the City hereunder for that portion of any claims, damages, losses, demands, and expenses arising out of or resulting from any negligent act or omission of the City, or its agents and employees. This indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102(8), as amended from time to time. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.
18. **INSURANCE.** To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain

insurance of the kind and in the amounts required by the City, from an insurer with an AM Best FSR rating of A- or higher as more particularly set forth on Exhibit C. Current proof of such insurance is attached at Exhibit C, incorporated by this reference. However, proof of insurance attached as Exhibit C shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.

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

20. WARRANTY.

20.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of **2 years**, commencing on the date of final acceptance of the Work by the City Representative (the "Warranty Period"). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance

with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.
22. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City’s credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City’s fiscal year is currently the calendar year.
23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
24. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor’s rights and obligations shall be solely governed by the terms and conditions of this Agreement.
25. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

26. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
27. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
28. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.
29. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
30. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
31. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
33. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
34. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be

extended until the next day on which such banks and state offices are open for the transaction of business.

35. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
36. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.
37. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
38. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
39. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
40. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.

41. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
42. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024, the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
43. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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:

Denver Dirt Works, Inc.

By: 

Name: Sean Shelbourn

Address: 8330 N Sundown Trail, Parker CO 80134

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The Work includes, but is not limited to removal and replacement of sidewalk, removal and replacement of curb ramps, removal and replacement of curb and gutter, and installation of railing, median cover, signage and pavement marking at multiple separate locations throughout the City, together with all incidentals and miscellaneous items necessary to do the Work.

EXHIBIT B

CONTRACTOR'S COST PROPOSAL

Denver Dirt Works, Inc. - Cost Proposal ADA Ramp Program
1/21/2025

Base Bid

QUANTITIES PROVIDED AT EACH LOCATION ARE ESTIMATES AND ARE MEANT TO ASSIS

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	1ST AVE MIDBLOCK	10TH AVE MIDBLOCK	HICKORY ST EAST	HICKORY ST WEST	CYPRESS LANE WEST	CYPRESS LANE EAST	SHERIDAN BLVD & ZENOBIA ST	ANTHEM RANCH RD & ALJANT DR	BELFORD CIR MIDBLOCK	SILVER MOUNTAIN LOOP
201-00000	CLEARING AND GRUBBING	LS	1	\$ 3,500.00	\$ 3,500.00	PAY ITEM QUANTITY WAS NOT DEVELOPED FOR EACH INDIVIDUAL LOCATION									
202-00200	REMOVAL OF SIDEWALK	SY	301	\$ 14.70	\$ 4,424.70	40	82	7	20	12	12	52	46	16	14
202-00203	REMOVAL OF CURB & GUTTER	LF	479	\$ 14.90	\$ 7,137.10	90	101	16	30	32	32	128	16	18	16
202-00220	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	181	\$ 20.15	\$ 3,647.15	83	21	4	7	10	10	34	4	4	4
202-00240	REMOVAL OF ASPHALT (PLANING) (2 INCH)	SY	84	\$ 15.00	\$ 1,260.00	84	0	0	0	0	0	0	0	0	0
202-00250	REMOVAL OF PAVEMENT MARKING	SF	120	\$ 11.25	\$ 1,350.00	120	0	0	0	0	0	0	0	0	0
212-01200	LANDSCAPE RESTORATION	LS	10	\$ 232.50	\$ 2,325.00	1	1	1	1	1	1	1	1	1	1
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	SY	150	\$ 125.00	\$ 18,750.00	52	21	4	7	10	10	34	4	4	4
403-00729	HOT MIX ASPHALT (OVERLAY) (2 INCH)	SY	84	\$ 37.50	\$ 3,150.00	84	0	0	0	0	0	0	0	0	0
514-00042	PEDESTRIAN RAILING (42 INCH)	LF	22	\$ 265.00	\$ 5,830.00	0	22	0	0	0	0	0	0	0	0
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	249	\$ 102.25	\$ 25,460.25	40	69	5	15	6	9	36	46	13	10
608-00010	CONCRETE CURB RAMP	SY	160	\$ 235.00	\$ 37,600.00	8	29	11	9	22	22	24	13	12	10
609-21020	VERTICAL CATCH CURB WITH 2' GUTTER	LF	457	\$ 35.75	\$ 16,337.75	176	101	16	30	0	0	118	16	0	0
609-21900	MOUNTABLE CURB & GUTTER	LF	98	\$ 32.35	\$ 3,170.30	0	0	0	0	32	32	0	0	18	16
609-24006	CONCRETE CROSS PAN (GUTTER TYPE-2)	LF	53	\$ 44.50	\$ 2,358.50	0	0	0	0	0	0	53	0	0	0
609-71000	SIDEWALK CHASE	LF	20	\$ 275.00	\$ 5,500.00	20	0	0	0	0	0	0	0	0	0
610-00030	CONCRETE MEDIAN COVER	SY	31	\$ 133.60	\$ 4,141.60	8	0	0	0	0	0	23	0	0	0
614-00025	SIGN PANEL (CLASS 1)	SF	173	\$ 31.25	\$ 5,406.25	31	17	17	17	17	17	6	17	17	17
614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	147	\$ 57.70	\$ 8,481.90	28	14	14	14	14	14	7	14	14	14
626-00000	MOBILIZATION	LS	10	\$ 4,000.00	\$ 40,000.00	1	1	1	1	1	1	1	1	1	1
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	688	\$ 17.50	\$ 12,040.00	48	96	0	0	80	80	160	224	0	0
630-00016	TRAFFIC CONTROL (SPECIAL)	LS	1	\$ 12,500.00	\$ 12,500.00	PAY ITEM QUANTITY WAS NOT DEVELOPED FOR EACH INDIVIDUAL LOCATION									
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 15,000.00	\$ 15,000.00	PAY ITEM QUANTITY WAS NOT DEVELOPED FOR EACH INDIVIDUAL LOCATION									
TOTAL COST					\$ 239,370.50										

Add Alternate 2

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201-00000	CLEARING AND GRUBBING	LS	1	\$ 500.00	\$ 500.00
202-00200	REMOVAL OF SIDEWALK	SY	38	\$ 20.00	\$ 760.00
202-00203	REMOVAL OF CURB & GUTTER	LF	56	\$ 20.00	\$ 1,120.00
202-00220	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	14	\$ 50.00	\$ 700.00
212-01200	LANDSCAPE RESTORATION	LS	1	\$ 500.00	\$ 500.00
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	SY	14	\$ 150.00	\$ 2,100.00
514-00042	PEDESTRIAN RAILING (42 INCH)	LF	14	\$ 250.00	\$ 3,500.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	33	\$ 105.00	\$ 3,465.00
608-00010	CONCRETE CURB RAMP	SY	17	\$ 235.00	\$ 3,995.00
609-21020	VERTICAL CATCH CURB WITH 2' GUTTER	LF	56	\$ 35.00	\$ 1,960.00
614-00025	SIGN PANEL (CLASS 1)	SF	17	\$ 25.00	\$ 425.00
614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	14	\$ 43.00	\$ 602.00
626-00000	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	80	\$ 17.50	\$ 1,400.00
630-00016	TRAFFIC CONTROL (SPECIAL)	LS	1	\$ 1,000.00	\$ 1,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 2,000.00	\$ 2,000.00
TOTAL COST					\$ 27,027.00

Add Alternate 3

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201-00000	CLEARING AND GRUBBING	LS	1	\$ 500.00	\$ 500.00
202-00200	REMOVAL OF SIDEWALK	SY	46	\$ 20.00	\$ 920.00
202-00203	REMOVAL OF CURB & GUTTER	LF	32	\$ 20.00	\$ 640.00
202-00220	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	8	\$ 50.00	\$ 400.00
212-01200	LANDSCAPE RESTORATION	LS	1	\$ 500.00	\$ 500.00
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	SY	8	\$ 150.00	\$ 1,200.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	37	\$ 105.00	\$ 3,885.00
608-00010	CONCRETE CURB RAMP	SY	17	\$ 235.00	\$ 3,995.00
609-21900	MOUNTABLE CURB & GUTTER	LF	32	\$ 32.00	\$ 1,024.00
614-00025	SIGN PANEL (CLASS 1)	SF	17	\$ 25.00	\$ 425.00
614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	14	\$ 43.00	\$ 602.00
626-00000	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	80	\$ 17.50	\$ 1,400.00
630-00016	TRAFFIC CONTROL (SPECIAL)	LS	1	\$ 1,000.00	\$ 1,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 2,000.00	\$ 2,000.00
TOTAL COST					\$ 21,491.00

Add Alternate 4

CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
201-00000	CLEARING AND GRUBBING	LS	1	\$ 500.00	\$ 500.00
202-00200	REMOVAL OF SIDEWALK	SY	46	\$ 20.00	\$ 920.00
202-00203	REMOVAL OF CURB & GUTTER	LF	32	\$ 20.00	\$ 640.00
202-00220	REMOVAL OF ASPHALT MAT (FULL DEPTH)	SY	8	\$ 50.00	\$ 400.00
212-01200	LANDSCAPE RESTORATION	LS	1	\$ 500.00	\$ 500.00
403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)	SY	8	\$ 150.00	\$ 1,200.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	36	\$ 105.00	\$ 3,780.00
608-00010	CONCRETE CURB RAMP	SY	18	\$ 235.00	\$ 4,230.00
609-21900	MOUNTABLE CURB & GUTTER	LF	32	\$ 32.00	\$ 1,024.00
614-00025	SIGN PANEL (CLASS 1)	SF	17	\$ 25.00	\$ 425.00
614-00214	STEEL SIGN POST (1.75X1.75 INCH TUBING)	LF	14	\$ 43.00	\$ 602.00
626-00000	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00
627-00002	THERMOPLASTIC PAVEMENT MARKING	SF	80	\$ 17.50	\$ 1,400.00
630-00016	TRAFFIC CONTROL (SPECIAL)	LS	1	\$ 1,000.00	\$ 1,000.00
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$ 2,000.00	\$ 2,000.00
TOTAL COST					\$ 21,621.00

EXHIBIT C
INSURANCE REQUIREMENTS

City and County of Broomfield Insurance Requirements

Including General Liability, Automobile, and Workers' Compensation

General Requirements (Version dated December 2024)

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

Insurance Requirements

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

Commercial General Liability

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

Minimum limits:

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

Automobile Liability

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

Minimum limits:

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

Workers' Compensation

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

Employer's Liability with minimum limits:

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

Deviations

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

Certificate Holder/Certificate of Insurance (COI)

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

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

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



C. Proposed Resolutions for DOLA Energy and Mineral Impact Grant Funds for Harvest Hill Affordable Housing Development

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6C.
Presented By	
Sharon Tessier, Housing Policy and Development Manager	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

[View Correspondence](#)

[View Presentation](#)

A resolution authorizing the City and County of Broomfield to accept \$2 million in grant funding from the Colorado Department of Local Affairs' Energy & Mineral Impact Assistance Program for the Harvest Hill Development project. A second resolution approves a forgivable loan agreement between the City and County of Broomfield and Harvest Hill Owner, LLC, for the disbursement of grant funds from the Energy & Mineral Impact Assistance Program for the Harvest Hill project.

Attachments

[Memo - Energy and Mineral Impact Grant for Harvest Hill Development](#)

[Resolution No. 2025-25](#)

[Resolution No. 2025-57](#)

[Ulysses Harvest Hill – DOLA Loan Agreement FINAL 2-25-2025.pdf](#)

[DOLA Award Letter - Energy & Mineral Grant for Ulysses Hill Connection Fees](#)

Summary

[View Correspondence](#)

[View Presentation](#)

On July 30, 2024 Broomfield City Council unanimously approved Resolution 2024-76, which provided Ulysses Development Group (Ulysses) with \$2M in gap financing from the Housing Development Fund (HDF). The HDF was created from the Inclusionary Housing Ordinance and generates revenue from the cash-in-lieu payments from developers. City Council also provided direction to staff to apply for the Energy & Mineral Impact Grant through the Department of Local Affairs and funded with Proposition 123 dollars.

Housing and Economic Development staff applied for the Impact Grant and were invited to present to the Energy and Mineral Impact Board in Wray, CO on October 30, 2024. The presentation included information supporting how the City and County of Broomfield is impacted by oil and gas (energy and mineral) operations and offered how the Impact Grant funds could go a long way in assisting Ulysses with water and sewer license fees for their Affordable Housing Development - Harvest Hill. Harvest Hill provides one, two, and three-bedroom homes with income averages at 60% Area Median Income (AMI). The project is located at 11801 Wadsworth Blvd, Broomfield, CO 80020.

In Early November of 2024, Broomfield was [awarded](#) the maximum award amount of \$2M to assist with the Harvest Hill project. The grant award is a match award and will reimburse the City for \$2M of the total of approximately \$4.39M in water and sewer license fees incurred from the Harvest Hill project. Staff is needing City Council approval to accept the grant funds and allocate the \$2M to reimburse Harvest Hill Owner, LLC (Harvest Hill) which is the entity Ulysses has formed to own the project for the fees.

Harvest Hill will make the initial payment of approximately \$4.39M to the City for the water and sewer license fees at permitting. This payment includes the \$2M in gap financing awarded to Ulysses from the HDF. Upon payment for the license fees by Harvest Hill, Broomfield will request the \$2M from DOLA and once received, will reimburse Harvest Hill the \$2M in awarded grant funds.

Additionally, staff is requesting approval of a [loan agreement between Broomfield and Harvest Hill](#) for the \$2M in grant funds. The loan will be repayable to Broomfield upon expiration of Harvest Hill's tax-exempt financing, similar to that of the HDF loan approved by the City Council in 2024. The loan is necessary since the grant funds may be recaptured by DOLA in the event the Harvest Hill project fails to be completed.

The Harvest Hill Development will be instrumental in helping Broomfield achieve the required increase in affordable units related to opting into Proposition 123 with the State. The required unit count is 164 units.

Proposed Resolution No. 2025-25, if approved, will accept the grant funds awarded by DOLA and allocate the \$2M to reimburse Harvest Hill.

Proposed Resolution No. 2025-57, if approved, will approve a loan agreement with Harvest Hill for the Energy & Mineral Impact Grant funds and authorize the City and County Manager to sign any documents related to or necessary to secure the loan in a form approved by the City and County Attorney.

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
Energy and Mineral Impact Grant (DOLA) (01-00000-43300)	\$2,000,000
Ulysses - Harvest Hill Development (01-83200-59120)	\$2,000,000
Projected Balance	\$0

Prior Council or Other Entity Actions

July 30, 2024 [Resolution 2024-76](#) -Approving \$2M loan from Housing Development Fund to Ulysses

April 11, 2023 [Resolution 2023-42 and 2023-43-UR PUD](#) Plan Amendment and Site Development

Boards and Commissions Prior Actions and Recommendations

Highlight recommendations from Boards & Commissions if there are any. If not, N/A

Proposed Actions / Recommendations

If Council desires to accept the grant funds awarded by DOLA and allocate the \$2m to reimburse Harvest Hill, the appropriate motion is...

That Resolution 2025-25 be adopted.

If Council desires to approve a loan agreement with Harvest Hill concerning the DOLA grant funds, the appropriate motion is...

That Resolution 2025-57 be adopted.

Alternatives

Do not accept the DOLA grant funds and do not enter into a forgivable loan agreement with Harvest Hill.

RESOLUTION NO.2025-25

A resolution accepting \$2M in grant funding from the Colorado Department of Local Affairs Energy & Mineral Impact Assistance Program for the Harvest Hill Development and allocating the \$2M to Harvest Hill Owner, LLC

Recitals.

Whereas, on July 30, 2024 the City Council approved the request for the Housing Division to apply for the Mineral & Impact Grant through the Colorado Department of Local Affairs (DOLA) Proposition 123 funds.

Whereas, on October 30, 2024 the City and County of Broomfield (City) presented to the Energy & Mineral Impact Board requesting \$2,000,000 in grant funding for the Harvest Hill project located at 11801 Wadsworth Blvd. and providing details regarding how Broomfield has been impacted by oil and gas operations and how the grant would provide funding to assist with paying the water and sewer license fees for 152 income-aligned housing units in Broomfield.

Whereas, on November 14, 2024 the City was awarded the full amount of \$2M to provide support to the Harvest Hill project.

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

Section 1.

The City Council accepts on behalf of the City and County of Broomfield the \$2,000,000 awarded by the Colorado Department of Labor Energy & Mineral Impact Program for the Harvest Hill project.

Section 2.

The City and County Manager is authorized to allocate and pay the \$2,000,000 in grant funds upon receipt to Harvest Hill Owner, LLC as reimbursement for water and sewer license fees paid to the City.

Section 3.

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

Approved on February 25, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

RESOLUTION NO.2025-57

A resolution approving a loan agreement with Harvest Hill Owner, LLC for the Harvest Hill project for grant funds from the Energy & Mineral Impact Assistance Program and authorizing the City and County Manager to sign certain documents relating thereto

Recitals.

Whereas, on November 14, 2024 the City and County of Broomfield (City) was awarded \$2M in grant funds by the Colorado Department of Labor Energy & Mineral Impact Assistance Program (DOLA) to support the Harvest Hill project.

Whereas, the grant award is a match award and will reimburse the City for \$2M of the total of approximately \$4.39M in water and sewer license fees incurred from the Harvest Hill project.

Whereas, Harvest Hill Owner, LLC (Harvest Hill) will make the initial payment of approximately \$4.39M to the City for the water and sewer license fees at permitting.

Whereas, upon payment of the water and sewer license fees by Harvest Hill, the City will request the \$2M from DOLA and once received, will reimburse Harvest Hill the \$2M in awarded grant funds.

Whereas, a loan agreement between Broomfield and Harvest Hill for the \$2M in grant funds is necessary since the grant funds may be recaptured by DOLA in the event the project fails to be completed.

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

Section 1.

The City Council approves a loan in the amount of \$2M with Harvest Hill Owner, LLC for the Harvest Hill project. The loan is to be funded with the DOLA grant funds.

Section 2.

The City and County Manager is authorized to sign the loan and any documents necessary to secure the loan in a form approved by the City and County Attorney.

Section 3.

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

Approved on February 25, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

LOAN AGREEMENT

Harvest Hill Apartments — More Housing Now Loan

THIS LOAN AGREEMENT (the “Agreement”) is dated as of _____, 2025 between the CITY AND COUNTY OF BROOMFIELD, COLORADO (“Lender”) and HARVEST HILL OWNER LLC, a Colorado limited liability company (“Borrower”).

RECITALS

Lender and Borrower acknowledge the following:

A. Lender has agreed to lend Two Million and 00/100 Dollars (\$2,000,000) (the “Loan”) to Borrower for Borrower’s use in connection with the acquisition, development, construction, ownership, and operation of a 152-unit affordable residential rental housing development (the “Project”), pursuant to the terms and conditions contained herein and in that certain Mortgage Note dated the date hereof, executed by Borrower payable to the order of Lender, together with all renewals, extensions, and modifications of the same (the “Note”), and to be located in the City and County of Broomfield, Colorado (the “Property”), secured by that certain Deed of Trust, Security Agreement, Financing Statement, and Assignment of Rents and Revenues, dated as of the date hereof, by Borrower for the benefit of Lender and recorded against the Property (the “Mortgage”), the proceeds of such Loan are funded by the Colorado Department of Local Affairs (“DOLA”) pursuant to a State of Colorado Intergovernmental Grant Agreement (EIAF-10008) dated December 27, 2024 (“Grant Agreement”).

B. The proceeds of the Loan are referred to herein as the “Loan Proceeds.”

C. Lender and Borrower desire to set forth their agreements regarding the Loan in writing.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower hereby agree as follows:

1. Borrower shall pay Lender for utility license and tap fees in accordance with the Lender’s municipal code and most recently published rate schedule on or about the date hereof. Thereafter, Lender shall submit actual expense documentation to the DOLA in accordance with the Grant Agreement. Upon receipt of reimbursement from the Department of Local Affairs, Lender shall disburse \$1,900,000.00 of the Loan Proceeds to Borrower. Upon substantial completion of the Project, Lender shall submit any required reports in accordance with the Grant Agreement. Upon receipt of the final

payment from DOLA, Lender shall disburse the remaining \$100,000.00 of the Loan Proceeds to Borrower.

2. The Loan shall be secured and paid back in accordance with the terms of the Note. The terms and provisions of the Loan Rider attached to this Agreement are incorporated herein by reference and shall prevail in the event of conflict or inconsistency between the terms of this Loan Agreement and the terms of the Loan Rider. Borrower shall be in default of its obligations under this Agreement if Borrower is in default of any obligation, covenant, or representation or warranty set forth in any other document evidencing the Loan (collectively, the "Loan Documents"), beyond applicable notice and cure periods. Furthermore, Borrower shall be in default under this Agreement if Borrower fails to meet any milestone performance measures in the Grant Agreement, subject to any extension terms under the Grant Agreement. Following such default, Lender shall be entitled to all remedies set forth in the Loan Documents.

3. Borrower agrees to indemnify and save harmless the Lender against any liabilities which the Lender may incur in the exercise and performance of its powers and duties hereunder, under the Loan Agreement and the Restrictive Covenant and Agreement which are not due to its own negligence or willful misconduct, and to reimburse the Lender to any fees and expenses of the Lender to the extent they exceed funds available under this Agreement for the payment thereof, subject only to the right of the Borrower to contest the reasonableness of any such fees or the necessity for any such expenses. Without limiting the generality of the foregoing indemnity obligation, Borrower agrees to indemnify the Lender for any liabilities or losses the Lender may incur related to the Grant Agreement caused by Borrower's failure to meet any milestone performance measures in the Grant Agreement, subject to any extension terms under the Grant Agreement

4. Subject to the rights of U.S. Bank National Association ("Construction Lender"), a national banking association and/or Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("Permanent Lender" and together with Construction Lender, as applicable "Senior Lender" pursuant to that certain Subordination Agreement, for so long as the Loan is outstanding, and other than conversion of indebtedness from construction to permanent financing (the "Conversion"), Borrower will not refinance any senior indebtedness in excess of \$30,000,000.00 in a manner that permits a distribution of proceeds to Borrower or its members without Lender's prior written consent, not to be unreasonably withheld, conditioned, or delayed. "Subordination Agreement" as that term is defined herein shall mean (i) during the term of the construction loan, that certain Master Subordination Agreement dated as of the date hereof and recorded in the real estate records of Broomfield County, Colorado on or about the date hereof and (ii) during the term of the permanent financing, that certain Subordination of Deed of Trust to be entered into at Conversion and recorded in the real estate records of Broomfield County, Colorado following Conversion.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding Agreement.

6. This Agreement may be amended only by a writing signed by all of the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. If requested, Borrower shall pay all reasonable legal expenses and out-of-pocket expenses incurred by Lender in connection with the enforcement or protection of its rights in connection with this Agreement, or any amendment of this Agreement.

8. This Agreement shall be governed by the laws of the state of Colorado.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LENDER:

CITY AND COUNTY OF BROOMFIELD

By: _____

Name: Jennifer Hoffman

Title: City and County Manager

ATTEST:

Office of the City and County Clerk

APPROVED AS TO FORM:

KF

City and County Attorney

BORROWER:

Harvest Hill Owner LLC, a Colorado limited liability company

By: Harvest Hill UDG MM LLC, a Delaware limited liability company, its managing member

By _____
Jonathan A. Gruskin, Manager

LOAN RIDER
(Borrower's Investor Member Provisions)

This Loan Rider (the "*Rider*") is attached to and made a part of that certain Loan Agreement dated as of _____, 2025 (the "*Loan Agreement*") entered into by and between CITY AND COUNTY OF BROOMFIELD, COLORADO ("*Lender*") and HARVEST HILL OWNER LLC, a Colorado limited liability company ("*Borrower*"), and modifies the Loan Agreement and all of the other documents entered into by Borrower in connection with the Loan (collectively, the "*Loan Documents*") respecting that certain \$2,000,000 loan from Lender (the "*Loan*"), all with respect to the development of an affordable residential development, situated in the City and County of Broomfield, Colorado and known as Harvest Hill Apartments (the "*Project*"). Borrower and Lender hereto agree that the following terms and agreements shall be part of and shall modify or supplement each of the Loan Documents, and shall prevail in the event of conflict or inconsistency between this Rider and the Loan Documents, or any of them:

1. **Non-recourse Obligation.** Payment and performance of the obligations set forth in the Loan Documents shall be non-recourse to Borrower and Borrower's members, and the Lender's sole recourse with respect to the Loan shall be the right to foreclose under the Mortgage and other collateral forming part of the Loan Documents, provided that this provision shall not restrict any exceptions to non-recourse liability set forth in the Loan Documents, respecting such matters as fraud, waste and similar matters respecting action of the managing member of borrower.

2. **Managing Member Change.** The withdrawal, removal, transfer and/or replacement of the managing member of Borrower (the "*Managing Member*") pursuant to the terms of that certain Amended and Restated Operating Agreement of Borrower, dated on or about the date hereof, as may be amended from time to time ("*Operating Agreement*") shall not require the consent of Lender nor constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan; provided that Borrower agrees to notify the Lender of any proposed replacement managing member prior to replacement, and, upon replacement, shall notify the Lender of the name and contact information of the replacement managing member with reasonable promptness. Additionally, Lender hereby consents to the pledge to the Investor Member, as defined below, by the Managing Member of the Managing Member's interest in the Operating Agreement, as security for the performance of all of the Managing Member's obligations under the Operating Agreement and agrees that such pledge shall not constitute a default under the Loan Documents.

3. **Transfer of Investor Member Interests.** Nothing in the Loan Documents shall limit or restrict the ability of Borrower's Investor Member, U.S. Bancorp Community Development Corporation, a Minnesota corporation and its respective successors and assigns (the "*Investor Member*") to transfer, sell or assign its ownership interest in Borrower, from time to time, without the consent of or notice to Lender, provided that said Investor Member remains liable for payment of any then unpaid capital contributions to Borrower, as and when payable, as set forth in the Operating Agreement, notwithstanding any such transfer, sale or

assignment. In particular, Lender hereby consents to any transfers, sales, or assignments of Investor Member's interests in Borrower to any affiliate of the Investor Member or any entity in which the Investor Member, or an affiliate, is the manager, managing member, or member and agrees that such transfers shall not constitute a default under the Loan Documents. Additionally, Lender hereby consents to the sale, transfer, conveyance, or pledge of any membership interest in the Investor Member and agrees that such transfers shall not constitute a default under the Loan Documents.

4. Replacement of Management Agent. The Lender acknowledges that Borrower's Investor Member has the right, under the Operating Agreement, to direct the managing member to remove the Project's property management agent. Borrower agrees to give Lender notice of the proposed replacement property management agent, and the Lender agrees to consent to same, assuming that such replacement property management agent is acceptable to Borrower's Investor Member and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

5. Notice. All notices to Borrower's Investor Member shall be sent in accordance with the procedures for delivering notices set forth in the Loan Documents to the following address or such alternate or additional contact names and/or addresses of which Lender is so notified in writing by the Investor Member:

U.S. Bancorp Impact Finance
USB Colorado State Investor I, LLC
505 North Seventh Street, 10th Floor
SL-MO-T10P
St. Louis, MO 63101
USB Project No: 28475
Attn: Director of LIHTC Asset Management
Phone: (314) 335-2600

With a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Jill H. Goldstein, Esq.

6. Notice and Cure Rights. Lender agrees to give the Investor Member written notice of any and all defaults by Borrower under the Loan Documents, and an opportunity, at the Investor Member's option, to cause the cure of such default within the cure periods set forth below, prior to exercising any remedies under the Loan Documents. However, Lender's failure to send a default notice to Investor Member shall not prevent the exercise of Lender's rights and remedies under the Loan Documents. Lender agrees that except as otherwise set forth in the Loan Documents, the Investor Member will have ten (10) calendar days after the Investor Member's receipt of notice of such default to cure, or cause the cure of a monetary default under the Loan Documents, and thirty (30) calendar days

(or such longer period as is set forth in the Loan Documents) after the Investor Member's receipt of such notice to cure any non-monetary defaults under the Loan Documents, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Investor Member to effect a cure, provided that curative action is commenced within the above stated cure period and diligently prosecuted, including, without limitation, such time period as is necessary to remove the Managing Member, if necessary in order to effect a cure. Lender agrees to accept cure by the Investor Member as if such cure were made by Borrower.

7. **Insurance and Condemnation Proceeds.** Provided Borrower is not then in default under the Loan Documents, Lender agrees that insurance and condemnation proceeds shall be used to rebuild or restore the Project provided that no event of default or event that with the passage of time, the giving of notice or both would constitute an event of default under any of the Loan Documents then exists, and further provided: (i) if such proceeds are not reasonably sufficient to so rebuild or repair, sufficient additional funds are provided from other sources to rebuild or restore the Project, and (ii) Lender shall have the right to reasonably approve plans and specifications for any major rebuilding and the right to reasonably approve disbursement of such proceeds under a construction escrow or similar arrangement, subject to the prior rights of any and all senior lenders, which rights shall prevail in the event of inconsistency or conflict.

8. **Partial Subordination to Section 42 Extended Use Agreement.** Notwithstanding anything in the Loan Documents to the contrary, if Lender takes title to the Project through foreclosure or deed in lieu of foreclosure, the Project shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 ("**Code**") or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Agreement, executed in connection with the allocation of federal low-income housing tax credits to the Borrower for the Project pursuant to Section 42 of the Code.

9. **Force Majeure.** There shall be no default under the Loan Documents for construction or rehabilitation delays beyond the reasonable control of Borrower, provided that such delays do not exceed 180 days or such longer period as may be specified in the Loan Documents.

10. **Purchase Rights.** The Lender consents to those purchase options and rights of first refusal in favor of the Managing Member or its designee which are set forth in the Operating Agreement, and agrees that transfer of title to the Project in accordance therewith shall not constitute a default under the Loan Documents, provided that Borrower gives Lender prior written notice of such transfer and contact information for such transferee, and provided that the transferee agrees to assume the duties and obligations of the Borrower respecting the Loan on the same terms as those imposed on the Borrower.

11. Lender Approvals. Lender agrees that all approvals and consents of the Lender under the Loan Documents shall not be unreasonably withheld, delayed or conditioned. Further, amendments to Borrower's Operating Agreement entered into in order to effect transfers or assignments of the Investor Member's or the Managing Member's interest pursuant to Sections 2, 3, and 11 above shall not require the consent or approval of Lender in its capacity as lender hereunder.

12. Third Party Beneficiary. Borrower's Investor Member, and its successors and assigns, is a third party beneficiary of the rights of Borrower under the Loan Documents, as modified by this Rider and has the right to directly enforce such rights

13. Loan Sale or Assignment. Lender agrees that it shall not assign or transfer the Loan (or any interest therein) to any third party without the prior written consent of the Borrower and the Borrower's Investor Member.

14. Compliance with Section 42. Notwithstanding anything to the contrary contained in the Loan Documents, for a period commencing on the date hereof and continuing until the expiration of the tax credit compliance period as defined in Section 42 of the Internal Revenue Code of 1986, as amended, and so long as Lender or an affiliate of Lender is a member of the managing member of Borrower, or if a removal event shall have occurred under the Operating Agreement, Lender shall have no right to declare a default, accelerate and/or collect any indebtedness or other amounts due under the Mortgage or the Note, commence foreclosure proceedings, or join with any other creditor in commencing insolvency or bankruptcy proceedings against the Borrower or pursue any other right or remedy under the Loan Documents without the consent of Borrower's Investor Member.



November 14, 2024

The Honorable Guyleen Castriotta, Mayor
City and County of Broomfield
1 Descombes Drive
Broomfield, CO 80020

RE: EIAF 10008 MHN Broomfield Harvest Hill Utility Connection Fees

Dear Mayor Castriotta,

Congratulations! After thorough review, I am excited to offer a grant award in the amount of \$2,000,000 to assist with the above mentioned project. Please note that the project number has changed from 100017 to 10008.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand. These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

DOLA is excited to fund/support local governments who are partnering on affordable housing projects in their communities. Your jurisdiction's successful land use planning and other work that supports affordable housing development has made your jurisdiction/project more competitive for funding in this initiative.

The More Housing Now Initiative is designed to fund those local governments who promote affordable housing development through close partnership, incentives, land use regulations,





COLORADO
Department of Local Affairs
Division of Local Government

and/or other support for affordable housing projects in their communities. We are happy to be a funding partner in your project.

Please contact your Regional Manager, Chris La May at 970-679-7679 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maria De Cambra', with a large, flowing flourish at the end.

Maria De Cambra
Executive Director

cc: Faith Winter, Senator
William Lindstedt, Representative
Jeff Romine, City and County of Broomfield
Chris La May, DOLA





D. Proposed Resolutions for 112th and Uptown Widening Construction Agreements

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6D.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-46, would approve an agreement between the City and County of Broomfield and American West Construction, LLC. for the construction of the W. 112th Ave. and Uptown Complete Streets Improvements. The project will expand capacity on the corridor from two to four lanes with bike lanes, sidewalks, intersection improvements and a trail access connection to the US 36 Bikeway.

Proposed Resolution No. 2025-47, would approve an agreement between the City and County of Broomfield and Felsburg Holt & Ullevig (FHU) for construction management services and proposed Resolution No. 2025-48, would approve an amendment to the agreement between the City and County of Broomfield and Felsburg Holt & Ullevig (FHU) for construction administration services.

Attachments

[NEW Construction Council Memo.pdf](#)

[Resolution 2025-46.pdf](#)

[Resolution 2025-47.pdf](#)

[Resolution 2025-48.pdf](#)

[Construction Agreement - 112th and Uptown Avenue Improvements 2024 - Google Docs.pdf](#)

[112th Consulting Agreement - CM FHU - Google Docs.pdf](#)

[FHU Amendment for CA 112th No 4 -FHU Signed 012825.pdf](#)

[112th & Uptown Complete Streets Typical Sections.pdf](#)

[112th & Uptown Plan Sheets.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-46, will authorize an agreement between the City and County of Broomfield and American West Construction, LLC for the construction of the W. 112th Ave. and Uptown Complete Streets Improvements.

Proposed Resolution No. 2025-47, will authorize an agreement between the City and County of Broomfield and Felsburg Holt & Ullevig (FHU) for construction management services.

Proposed Resolution No. 2025-48, will authorize an amendment to the agreement between the City and County of Broomfield and Felsburg Holt & Ullevig (FHU) for construction administration services.

The W. 112th Ave./Uptown Avenue Complete Streets and Railroad Safety Improvements project was awarded funding through the Colorado Department of Transportation (CDOT) and the Denver Regional Council of Governments (DRCOG) Safer Main Streets Initiative grant program in 2020. This project is consistent with the grant priorities of the Safer Main Streets Initiative and is summarized below.

[West 112th Ave./Uptown Avenue](#) is a minor arterial connecting key residential areas, employment centers, and urban centers in Broomfield and Westminster, as well as providing connectivity over US 36 and the Burlington Northern Santa Fe (BNSF) Railroad. US 36 and BNSF are two major transportation barriers limiting access to the US 36 Bikeway, which is designated as part of the DRCOG regional active transportation network and links to the US 36 & Broomfield Station Park N Ride with regional and local transit connections.

The traffic on W. 112th Ave./Uptown Avenue is currently over capacity and the corridor lacks consistent facilities to safely support active transportation modes within the project area. West 112th Ave./Uptown has been identified as part of the DRCOG High Injury Network.

Project improvements include expanded capacity on the corridor from two to four lanes with bike lanes, sidewalks, intersection improvements, and a trail access connection to the US 36 Bikeway. [Cross sections](#) and [striping and signing](#) plans can be viewed at the provided links.

Broomfield was awarded an 80% share of the design and construction funding totaling \$3,542,400 in federal funding, with a 20% share of \$885,600 in local match funding, for a total of \$4,428,000 for the project. Federal funding is reimbursable in compliance with applicable federal and state regulations.

Construction management services by a consultant are necessary for this project due to the project's complexity with multiple stakeholders, limited available working area, and potential traffic impacts. The construction manager's duties will include daily inspections including traffic control inspections, materials testing, review of contractor's documentation, review of pay applications, coordination with the BNSF, and organization and submission of the required documentation to CDOT.

A request for proposals to provide construction management services was advertised on October 30, 2024 and seven proposals were received. Staff selected Felsburg Holt & Ullevig as they demonstrated the best understanding of the scope, specifically the work required with the BNSF, and have completed numerous similar projects.

Construction administration services by the design consultant, Felsburg Holt & Ullevig, are necessary for this project. Construction administration includes addressing any design issues that may arise during construction and assistance with final project documentation.

The project was advertised for construction on October 22, 2024 and five bids were received. American West Construction, LLC submitted the lowest bid in the amount of \$5,182,916. On January 30, 2025, staff received a concurrence to award from the Colorado Department of Transportation (CDOT).

If Resolutions Nos. 2025-46, 2025-47 and 2025-48 are approved, construction is anticipated to begin in Spring 2025.

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
CIP-2021 Transportation Project (21P0041) W. 112th Ave. and Uptown Ave. - Roadway Improvements- Safer Main Streets Grant Funds (80%) (21P0041; 20-70090-55200)	\$3,542,400
W. 112th Ave. and Uptown Ave. - Roadway Improvements - CIP Funds (Local Match) (20%) (21P0041; 20-70090-55200)	\$885,600
W. 112th Ave. and Uptown Ave. - Roadway Improvements - CIP Funds (Over Match) (21P0041; 20-70090-55200)	\$2,848,400
Total Budget	\$7,276,400
Design (FHU)	-\$500,000
Design Contingency (10%)	-\$50,000
BNSF Agreements	-\$818,585
Utility Agreements and Miscellaneous	-\$42,275
Construction (American West Construction, LLC)	-\$5,182,916
Construction Contingency (2%)	-\$103,658
Construction Administration (FHU)	-\$85,000
Construction Administration Contingency (10%)	-\$8,500
Construction Management (FHU)	-\$426,433

Construction Management Contingency (10%)	-\$42,643
Total Use of Funds	-7,260,010
Projected Balance	\$16,390

Prior Council or Other Entity Actions

On December 1, 2020, Council approved authorized funds in the [2021 CIP Budget](#) for the design and construction of the W. 112th Ave. and Uptown Complete Streets & Railroad Safety Improvements.

On May 11, 2021, Council approved [Resolution No. 2021-79](#), authorizing and approving an Intergovernmental Agreement with CDOT regarding funding contributions.

On October 26, 2021, Council approved [Resolution No. 2021-176](#), an Agreement Between the City and County of Broomfield and Felsburg Holt Ullevig, Inc. for the Design of the W. 112th Ave. and Uptown 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 Nos. 2025-46, 2025-47, and 2025-48, 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 Safer Main Street grant funds on this project.

RESOLUTION NO. 2025-46

A Resolution Approving a Construction Agreement with American West Construction, LLC for the 112th and Uptown Complete Streets 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 American West Construction, LLC for the 112th and Uptown Complete Streets Project in an amount not to exceed \$5,182,916.00 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 thereof 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 February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

RESOLUTION NO. 2025-47

A Resolution Approving a Consulting Agreement with Felsburg Holt & Ullevig, Inc. for Construction Management Services for the 112th and Uptown 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 Felsburg Holt & Ullevig, Inc., for construction management services for the 112th and Uptown Complete Streets Project in an amount not to exceed \$426,433 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 thereof 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 February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

RESOLUTION NO. 2025-48

A Resolution Approving the Fourth Amendment to the Consulting Agreement with Felsburg Holt & Ullevig, Inc. for the 112th and Uptown Complete Streets Project

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

Section 1.

The fourth amendment to the consulting agreement by and between the City and County of Broomfield and Felsburg Holt & Ullevig, Inc., for the 112th and Uptown Complete Streets Project in an amount not to exceed \$85,000 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 thereof 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 February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

KKH

City and County Attorney

**CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND AMERICAN WEST CONSTRUCTION, LLC FOR 112th AND UPTOWN AVENUE
IMPROVEMENTS**

1. PARTIES. The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and American West Construction, LLC (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 112th and Uptown Avenue Improvements and completed a competitive selection process by Invitation to Bid #24-IFB-CD-008 (“ITB”). This is a federally funded construction project which also requires work in the Burlington Northern Santa Fe (“BNSF”) Railway right of way.
 - 2.2. The Contractor’s response to the above referenced ITB was determined to be the lowest, responsible, responsive bidder to the City for the procurement of the services requested.
 - 2.3. The Parties therefore desire to enter into this Agreement for completion of the services further described herein.

3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work as defined below. The Contractor acknowledges and agrees that portions of the work will be taking place near an active railroad and as such the Contractor shall be required to comply with and sign an agreement with BNSF Railway in substantially the form attached hereto which is Exhibit C of the attached Exhibit D.
 - 3.1.1. *Key Personnel*. The Contractor’s key personnel shall include (i) the Project Executive - Brian Schrameyer and (ii) the Project Manager - Jon Miklya. The Contractor’s obligation to provide adequate staffing is not limited to providing the key personnel, but is determined by the needs of the Project. The Contractor shall not replace any of the key personnel without the City’s prior written approval, which shall not be unreasonably withheld. If any of the key personnel become unavailable

to perform services in connection with this Agreement due to death, illness, discharge or resignation, then the Contractor shall promptly appoint a replacement acceptable to the City. The City shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience.

- 3.2. Contract Documents. The Contract Documents shall consist of the following:
- 3.2.1. This Agreement; and
 - 3.2.2. The 112th and Uptown Avenue Improvement Plans by Felsburg Holt & Ullevig, stamped January 3, 2025 and Specifications (the “Scope of Work”);
 - 3.2.3. The Contractor’s Bid dated November 22, 2024, attached hereto as Exhibit A; and
 - 3.2.4. The ITB including any addendum; and
 - 3.2.5. Any change orders and contract amendments, as applicable; and
 - 3.2.6. Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (2022), as amended; and
 - 3.2.7. Project Special Provisions for Project No. STU C800-005 (24284); and
 - 3.2.8. The Insurance Requirements attached hereto as Exhibit B; and
 - 3.2.9. Federal Uniform Grant Guidance Required Contract Clauses attached hereto as Exhibit C; and
 - 3.2.10. The Construction & Management Agreement with BNSF Railway, attached hereto as Exhibit D; and
 - 3.2.11. Exhibit I - FHWA Form 1273; and
 - 3.2.12. Exhibit J - Additional Federal Requirements; and
 - 3.2.13. Exhibit K - FFATA Supplement Federal Provisions; and
 - 3.2.14. Exhibit M - OMB Uniform Guidance,

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 Two Hundred and Seventy (270) 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 \$5,182,916 (the "Contract Price") based upon the unit prices set forth on Contractor's Bid attached hereto as Exhibit A 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. 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 April 8, 2021 which is incorporated by this reference. For any Work subject to funding by the Federal Government, the Contractor agrees to comply with all applicable Federal contracting requirements in Exhibits C, I, J, K and M and any other federal or state contracting terms which may be applicable to the Work.
11. 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 **Joliette Woodson** as the authorized representative of the City under this Agreement. Email address is jwoodson@broomfield.org.
- 5.2 The Contractor designates Jon Miklya as the authorized representative of the Contractor under this Agreement. Email address is jmiklya@trustawc.com.
- If the Contractor is alleging that the City is in breach of this Agreement or has violated any term of this Agreement, Legal Notice shall be made by making the notice above with a copy to citycountyattorney@broomfield.org.
- Failure of City’s on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the City or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.
12. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

- 12.1. 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.
- 12.2. Time Extensions. Evaluation of all time extension requests shall be based upon the latest updated project schedule submitted to the City by the Contractor.
- 12.3. Definitions. The following words shall have the meaning set forth below:
 - 12.3.1. "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.
 - 12.3.2. "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.
 - 12.3.3. "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.
 - 12.3.4. "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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. 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.
13. 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.

14. **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 \$4,500 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.
15. **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. 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.
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 and the Colorado Department of Transportation, 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 or the Colorado Department of Transportation 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, the Colorado Department of Transportation, 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 B. Current proof of such insurance is attached at Exhibit B, incorporated by this reference and should list both the City and the Colorado Department of Transportation as additional insureds. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder. The Contractor acknowledges and agrees that BNSF Railway requires additional insurance coverage above the limits set forth in Exhibit B, and the Contractor will be required to meet such limits for that portion of the work. The Construction & Management Agreement attached as Exhibit D has additional information about the insurance required by BNSF Railway.
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. 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. The parties acknowledge and agree that the Colorado Department of Transportation, although not a party to this Agreement, is a third party beneficiary to this Agreement.
21. 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.

22. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.

30. 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.
31. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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 and the Colorado Department of Transportation 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.

39. 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.
40. 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.
41. 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.

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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
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

CONTRACTOR:

American West Construction, LLC

By: _____

Name: Brian D. Schrameyer
Address: Senior Vice President
275 E. 64th Ave
Denver, CO 80221

SCOPE OF WORK

The Contractor shall construct the roadway widening, pavement reconstruction, concrete work, traffic signal modification, including all incidentals and miscellaneous items necessary to complete the work within the 112th Avenue and Uptown Avenue corridor (“Project”), as more particularly described in the 112th and Uptown Avenue Improvement Plans by Felsburg Holt & Ullevig, stamped January 3, 2025, Specifications and Bid Addenda.

EXHIBIT A
CONTRACTOR'S BID

EXHIBIT B
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:

Insurance Requirements for CCOB & CDOT Contracts				
	COVERAGES AND LIMITS OF INSURANCE	Required		
1.	<p>Commercial General Liability</p> <ul style="list-style-type: none"> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. 	<p>Minimum Limits:</p> <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate (Per project aggregate for construction contracts) \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project) \$50,000 any 1 fire 		
2.	<p>Automobile Liability</p> <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. If hazardous materials are transported, an MCS 90 form shall be included on the policy. 		
3.	<p>Workers' Compensation</p> <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>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.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate 		
4.	<p>Professional Liability</p> <ul style="list-style-type: none"> 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"> Limited Contractual Liability If coverage is Claims Made, a retroactive date prior to the inception of the work If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 Per Claim /Aggregate 		
5.	<p>Umbrella or Excess Liability Coverage</p> <ul style="list-style-type: none"> Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability. 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> Limits of at least: \$1,000,000 per occurrence 		
<p>Additional Insured - The following shall be named an Additional Insured: 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>Certificate Holders are:</p> <table border="0"> <tr> <td>City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org</td> <td>Colorado Department of Transportation, CDOT Region 1 2829 W. Howard Place Denver, CO 80204 Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us</td> </tr> </table>			City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org	Colorado Department of Transportation, CDOT Region 1 2829 W. Howard Place Denver, CO 80204 Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us
City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495 certificates@broomfield.org	Colorado Department of Transportation, CDOT Region 1 2829 W. Howard Place Denver, CO 80204 Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us			

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 C
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 Contractor 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 D
[BNSF Construction & Management Agreement](#)

EXHIBIT I
[FHWA Form 1273](#)

EXHIBIT J
[Additional Federal Provisions](#)

EXHIBIT K
[FFATA Supplemental Federal Provisions](#)

EXHIBIT M
[OMB Uniform Guidance](#)

CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND FELSBURG HOLT & ULLEVIG, INC.
FOR CONSTRUCTION MANAGEMENT SERVICES FOR 112TH AND UPTOWN COMPLETE STREETS
AND RAILROAD SAFETY IMPROVEMENTS

1. PARTIES. The parties to this Consulting Agreement for Construction Management Services for 112th and Uptown Complete Streets and Railroad Safety Improvements (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Felsburg Holt & Ullevig, Inc. (the “Consultant”), collectively, the “Parties,” or individually, a “Party.”

2. RECITALS. The recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
 - 2.1. The City, seeking construction management services for the 112th and Uptown Complete Streets And Railroad Safety Improvement Project #STU C800-005/24284 (the “Project”), completed a competitive selection process by Request for Proposals #24-RFP-CD-007 (“RFP”).
 - 2.2. The City has received federal funding to offset some of the costs of this Project; however, no federal funds will be used to pay for the services provided under this Agreement, the funds will be spent on the actual construction of 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 270 calendar days following the date of the Authorization to Proceed, or such time as the construction work for the Project is complete and all documentation has been filed and completed with the Colorado Department of Transportation for the Project.
- 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 \$426,433, 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.
- 4.1.3. *No Limitation on Claims.* In any and all claims against the City or against any of its agents or employees by any employee of the Consultant, any subconsultant of the Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 4.1.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any subconsultant under Workers' Compensation Act of Colorado or other employee benefit legislation.
- 4.2. Insurance.
- 4.2.1. *Purchase and Maintain Insurance.* In order to assure the City that the Consultant is always capable of fulfilling specified indemnification obligations, Consultant shall purchase and maintain insurance, from an insurer with an AM Best FSR rating of A- or higher, of the kind, in the amounts, and subject to the conditions shown in the Insurance Requirements attached as Exhibit B.
- 4.2.2. *Coverage.* Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subconsultant, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for

damages to property arising in any manner from acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein. The insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-referenced insurance.

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

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

5.1. The City designates Joliette Woodson as the authorized representative of the City under this Agreement. Email address is jwoodson@broomfield.org.

5.2. The Consultant designates Jenny Young as the authorized representative of the Consultant under this Agreement. Email address is jenny.young@fhueng.com.

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

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

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

8. 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.
9. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Consultant. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Consultant. The City's fiscal year is currently the calendar year.
10. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
11. CONFLICTS WITHIN THE CONTRACT DOCUMENTS. In the event that conflicts exist within the terms and conditions of this Agreement and the attached or referenced Agreement documents or exhibits the former shall supersede.
12. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
13. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.
14. ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
15. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
16. DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed by the Consultant specifically for the Project are and shall remain the exclusive property

of the City. The Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

17. RECORDS RETENTION. The Consultant shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Consultant for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
18. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement.
19. ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.
20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
21. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
22. DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.
23. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
24. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

25. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
27. SURVIVAL OF OBLIGATIONS. 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.
28. LAWS TO BE OBSERVED. The Consultant shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees.
29. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. The Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.
30. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

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

City and County Manager

APPROVED AS TO FORM:

City and County Attorney

CONSULTANT:

Felsburg Holt & Ullevig, Inc.

By: Jenny A. Young

Name: Jenny Young, PE, AICP

Address: 6400 S. Fiddlers Green Cir, #1500
Greenwood Village, CO 80111

EXHIBIT A SCOPE OF WORK

1. Scope of Work. The Consultant shall provide professional services in construction management, including facilitating the work of the City’s construction contractor (“Construction Contractor”) and communication with the design engineers (“Engineers”) for road widening, pavement reconstruction, and concrete work on 112th and Uptown Avenue between Reed Way and Parkland Street (the “Project”) as more particularly described herein and in the Project plans. The design and construction of this Project is administered as a CDOT Local Agency Project and the Consultant shall comply with all CDOT Local Agency Project requirements and the Consultant shall complete all required paperwork.
 - 1.1. The Consultant will serve as the City’s representative and will be responsible for coordination with the Construction Contractor, BNSF Railway Company, Colorado Department of Transportation (“CDOT”), affected utilities and affected businesses or properties for this Project.
 - 1.2. The Consultant is expected to work independently and be knowledgeable in preparing and collecting documentation to assist the City with CDOT reimbursement requirements, other required documentation submittals, including but not limited to BNSF Railway requests, and any audits. The City will not expect the Consultant to process and submit invoices to CDOT for reimbursement.
 - 1.2.1. The Consultant will be responsible for completing and submitting all required CDOT forms, to ensure compliance with all of the documentation requirements as specified by CDOT, including any requirements as a result of the federal funding received for the construction project.
 - 1.2.2. The Consultant shall provide materials testing services per any CDOT requirements.
 - 1.2.3. The Consultant shall also help coordinate the work with the BNSF Railway as more particularly described in the Construction & Management Agreement by and between the City and BNSF Railway attached hereto as Exhibit D.
 - 1.3. The work hours are Monday through Friday from 8:30 AM to 4:30 PM. Saturday work is allowed with an approved Saturday work request. Start date and completion may be modified at the discretion of CDOT or the City, as deemed

in its best interest. The Project will also need to be coordinated with BNSF which could cause further delays.

2. Meetings and Communication. The Consultant shall conduct a pre-construction meeting, weekly progress meetings, prepare agenda and minutes and reports, and the following items:
 - 2.1. Provide bi-weekly progress reports to the City on the status of the Project, indicating major work activities, provide an status update for any requests for information (RFIs), submittals, change orders and any other information that may be required by CDOT, BNSF or the City.
 - 2.2. Coordinate as needed with City staff, the Construction Contractor, subcontractors, regulatory agencies, utility companies, CDOT, BNSF, and other identified project stakeholders.
 - 2.3. Advise the City of all complaints and inquiries from property owners, citizens, officials, or others. Assist in the investigation and answering of such complaints and inquiries. Maintain a log showing the disposition of each complaint and inquiry.
3. Maintaining Documentation. The Consultant shall maintain Project documentation and files per state, federal and requirement as listed in the CDOT Local Agency Desk Reference as amended.
 - 3.1. The Consultant shall document issues, findings, changes, and help develop solutions.
 - 3.2. The Consultant will complete verification and documentation of the Construction Contractor fulfillment of the required construction including Disadvantaged Business Goals (DBE), On the Job Training Goals (OJT) and Davis-Bacon Act documentation.
4. Oversight and Monitoring. The Consultant shall provide oversight, monitoring and ensure the following is completed:
 - 4.1. Ensure the Construction Contractor complies with all local, state, and federal laws, ordinances, rules, regulations, regulatory or resource agency permits, orders as provided by the contract, plan documents, and any method of handling traffic plans.
 - 4.2. Review and approve the Construction Contractor's safety program per federal and state requirements.

- 4.3. Collect documentation as required, coordinate and assist the City with reviewing submittals, shop drawings and CDOT invoicing as needed.
 - 4.4. Review Construction Contractor payment requests for accuracy and recommend either approval or propose changes.
 - 4.5. Evaluate the merit of any potential claims, or requests for equitable adjustment submitted by the Construction Contractor.
 - 4.6. Review and coordinate with the Engineer to respond to all RFIs.
 - 4.7. Review the Project's as-built redlined drawings. These will be provided to the Engineer at the end of the project for the development of as-built plans.
5. Testing/Inspections Oversight.
- 5.1. Provide the necessary personnel and equipment to facilitate the performance of testing and inspection services, including any testing as requested by CDOT or the City.
 - 5.2. Monitor inspection documentation and testing results, as well as enforce corrections.
6. Labor Compliance.
- 6.1. Perform labor compliance in accordance with CDOT Local Agency Desk Reference, including compliance with Davis-Bacon Act and other federal requirements as applicable.
7. Completion and Closeout. At the completion of the construction, the Consultant shall ensure the following:
- 7.1. Coordinate a final walk-through with the City and all affected stakeholders, prepare a punch list, certify completion of the Project, and recommend acceptance.
 - 7.1.1. Prepare all final reports, including report of completion for acceptance of the Project.
 - 7.2. Coordinate and provide Engineer's approved As-Builts to incorporate into record drawings.
 - 7.3. Finalize construction contract bid items, claims, change orders and punch list items. Reconcile all accounting.

- 7.4. Finalize and deliver all construction files to the City. All files shall be digitized and provided both in electronic and hardcopy format.
 - 7.5. Complete documentation as required by CDOT and the CDOT Local Agency Desk Reference (“LADR”). Work with the City to ensure all documents are properly collected and submitted.
 - 7.6. Assist with any audit of the Project.
8. Material Testing
- 8.1. Perform all material testing in conformance with all CDOT requirements and those of the LADR.
 - 8.2. Review and approve mix designs in accordance with CDOT guidelines, the [Project Plans](#), and the [Project Specifications](#).
 - 8.3. Provide all testing and ensure compliance for any incorporated materials as required by the latest version of CDOT’s Field Material Manual (“FMM”), included as [CDOT Field Materials Manual](#).
 - 8.4. Provide the City with a schedule of materials to be tested and estimate the dates when these services will be necessary. Take samples and perform field and source-controlled tests of construction materials for quality assurance in accordance with the FMM.
9. Construction Inspection. The Consultant must provide an experienced construction inspector who is currently CDOT certified to perform required quality assurance tests (“Construction Inspector”). The Construction Inspector’s tasks will include:
- 9.1. Complete and maintain accurate daily records including photographs, any required forms to describe work accomplished, weather conditions, number and type of personnel, quantities of materials, quantities of bid item work completed, construction equipment at the site, deliveries of construction materials, material shortages, tests, labor disputes, general observations, any unusual occurrences, and any delays including reason and length of time.
 - 9.2. Inspect the Construction Contractor’s quality and quantity of work completed in accordance with the Project Plans and Specifications.
 - 9.3. Ensure that materials delivered onsite and incorporated into the work are acceptable and of good quality.
 - 9.4. Obtain Certificates of Compliance or complete field releases of material, where appropriate.


- 9.5. Monitor Construction Contractor's operations including safety and traffic control.
- 9.6. In coordination with the City, resolve conflicts between the Project Plans, Project Specifications, and actual site conditions. Recommend engineering changes in the design of the Project Plans and Specifications which are then referred to the City for approval and change order if necessary.
- 9.7. Assist in tracking approved changes for as-built records.
- 9.8. Attend all Project meetings such as preconstruction, field, and progress meetings and document such meetings.
- 9.9. Provide complete and documented measurements and calculations to administer progress payments, change orders, extra work, and any other necessary documentation.
 - 9.9.1. Prepare monthly quantity estimates for use in progress payments.
- 9.10. Verify concrete and asphalt mix designs and collect weight tickets.
- 9.11. Each working day, meet with the Construction Contractor to review proposed work plans, including specific details that may affect progress.
- 9.12. Maintain copies of all permits needed to construct the Project and enforce special requirements of each.
- 9.13. Perform Stormwater Management Plan compliance inspections and related duties with the Construction Contractor. Document and take appropriate action to correct any best management practices deficiencies.
- 9.14. Conduct federally required contractor employee interviews.
- 9.15. Document and ensure that the required posters and wage rates are displayed at the job site.
- 9.16. And any other work reasonably required to complete the work described herein if not specifically identified.

EXHIBIT B CONSULTANT'S RATE SHEET

PROJECT FEE

Construction Management & Inspection Task		Personnel & Hours	Graham Blaxton (Project Engineer)	Jared Platzer (Construction Inspector)	Heather Plambeck (Contract Administrator)	Tom Mead (Project Manager)	Jenny Young (Principal-in-Charge)	VIVID Engineering (subconsultant)	Total
No.	Name	Detail	\$ 245.00	\$ 130.00	\$ 100.00	\$ 305.00	\$ 325.00	\$	\$
TASK J. ADMINISTRATIVE									
J.1	Clerical tasks, invoicing	Includes general clerical tasks, invoicing, etc. for the entirety of this project	5.00		20.00				\$2,000.00
J.2	Project Review	Review plans, specifications, and other construction documents to familiarize project	5.00			5.00			\$1,525.00
J.X	Add or remove tasks as appropriate						2.00		\$650.00
Subtask J Total			10.00	-	20.00	5.00	2.00	-	\$4,175.00
TASK K. MEETINGS									
K.1	Pre-Construction Meeting	Develop agenda for and assist the City and County with Pre-Construction Meeting, Bid Document Review, Pre-Environmental Assessment, Pre-Survey Meeting, Utility Coordination Meeting, Pre-Construction Documentation Review	10.00	2.00	1.00	5.00			\$4,335.00
K.2	Weekly Construction Meetings	Project weekly progress meeting with CDOT, City and County of Broomfield, contractor, and others as necessary.	40.00	20.00		9.00			\$15,145.00
Subtask K Total			50.00	22.00	1.00	14.00	-	-	\$19,480.00
TASK L. SUPERVISION OF CONSTRUCTION									
L.1 Project Documentation									
	Submittal Review	RFIs, Method Statements, Material Submittals, Shop Drawings, Working Drawings, COCs, CTR's, Buy America	100.00						\$24,500.00
	Payroll Records	Review Certified Payrolls for Davis Bacon Wages and compliance reviews in compliance with CDOT certified payroll standards. B2G, 1425 and 205's for acceptance			50.00				\$5,000.00
	Personnel Certifications	Obtain and review personnel certifications (i.e., lab technician, scale operator, traffic inspector, flagging, erosion control)	2.00						\$490.00
Subtask L.1 Total			102.00	-	50.00	-	-	-	\$29,990.00
L.2 Onsite Inspection									
	Inspection	Initial, follow-up, and final inspections of work in progress to ensure construction is completed per plans and specifications meeting CDOT requirements for reimbursement	100.00	1,500.00					\$219,500.00
Subtask L.2 Total			100.00	1,500.00	-	-	-	-	\$219,500.00
L.3 Communication									
	Contractor	Facilitate discussions between contractor and Engineer of non-compliance with the contract plans and specifications. communicate right-of-way boundaries with contractor	50.00	25.00		1.00			\$15,805.00
	Broomfield	Aid in the preparation of correspondence to the contractor, local agencies, etc.	50.00						\$12,250.00
	CDOT	Aid in the preparation of correspondence to the public	50.00			1.00			\$12,555.00
Subtask L.3 Total			150.00	25.00	-	2.00	-	-	\$40,610.00
L.4 Materials									
	Perform Material Tests	Coordinate and perform geotechnical and material testing in accordance with the CDOT Field Materials Manual and all other applicable testing standards							\$ -
	Review and Provide Approved Sources of Material	Maintain materials documentation, inspection reports, and payment information in a manner that allows easy access on site; review geotechnical and material test results; review mix designs							\$ -
	Check Final Materials Documentation	Review final materials documentation with City and County					92,900.00		\$92,900.00
Subtask L.4 Total			-	-	-	-	-	92,900.00	\$92,900.00
L.5 Environment									
	Environmental Assessments	Coordinate required environmental assessments and permitting with contractor activities (e.g., burrowing owls, nesting birds, flood permits)		8.00					\$1,040.00
Subtask L.5 Total			-	8.00	-	-	-	-	\$1,040.00
L.6 Traffic Control									
	Traffic Control	Check implementation of Contractor's Traffic Control Plan		32.00					\$4,160.00
	Safety Plan	Check that compliance of Contractor's & Consultant's Safety Plans is being performed	2.00			1.00			\$795.00
	Work Zone	Check that the work zone is safe and secure	2.00	16.00					\$2,570.00
Subtask L.6 Total			4.00	48.00	-	1.00	-	-	\$7,525.00
TASK M. FINALS/CLOSEOUT									
M.1	Final Project Inspection	Perform walkthrough of project with City and County and contractor for final billing; assist in preparing punch lists of uncompleted work, non-conformance reports, and deficiency notices	8.00	3.00		0.50			\$2,502.50
M.2	As-Constructed Plans	Obtain Final As-Constructed Plans from Contractor or Consultant	8.00	1.00		0.50			\$2,242.50
M.3	Final Review	Check Final Material Documentation and Certifications; check Final CM and Inspection Documentation	8.00	1.00		0.50			\$2,242.50
M.4	Final Pay Estimate	Conduct Final Review of Quantities, Plans and Pay Requests; prepare final pay estimate	8.00			0.50			\$2,112.50
M.5	Project Documentation	Submit all construction documents (in electronic format and hard copy, when appropriate) to the City and County of Broomfield Project Engineer within 30 working days, if not sooner, after full project acceptance by CDOT	8.00			0.50			\$2,112.50
Subtask M Total			40.00	5.00	-	2.50	-	-	\$11,212.50
WORK HOUR TOTALS			456.00	1,608.00	71.00	24.50	2.00	92,900.00	
OVERALL TOTAL									\$426,432.50

CONSTRUCTION SERVICES COST ESTIMATE

 <p>IVID Engineering Group</p> <p>3885 Forest Street, Denver, CO 80207 Ph:303-478-9087</p>	Project Information
	<i>Date:</i> Monday, November 11, 2024
	<i>Client:</i> FHU
	<i>Contact:</i> Tom Nead
	<i>Address:</i>
	<i>E-mail:</i>
	<i>Phone:</i>
	<i>Project Name:</i> 112th and Uptown
<i>Location:</i> Broomfield, CO	

Project Description

Project Description: 112th Ave and Uptown Complete Streets and RR Safety Improvements

Scope of Work: QC testing services for the project elements.

Contract Information: Work will be performed in accordance with mutually agreed upon task order or contract. **This proposal doesn't include overtime charges. Overtime will be billed for more than 12 hours in a day, hours over 40 in a week, weekends, and night work are billed at 1.3 times the straight-time rate. Additional services needed will be per the attached rate table.**

Testing Labor				
Activity	Unit	Rate-per HR	Total	Notes
Project Manager	100	\$170.00	\$17,000.00	Includes review of materials books
Field Inspector/Technician	750	\$75.00	\$56,250.00	On-Call Testing
Daily Equipment Fee	195	\$50.00	\$9,750.00	Assume 195 working days, will only charge for days when testing needed
Administrative	20	\$70.00	\$1,400.00	
Subtotal			\$84,400.00	

Lab Testing				
Item	Unit	Unit Rate	Total	Notes
Proctor	6	\$200.00	\$1,200.00	
Gradation	10	\$100.00	\$1,000.00	
Atterberg	10	\$85.00	\$850.00	
R Value	2	\$400.00	\$800.00	
LA Abrasion	2	\$175.00	\$350.00	
Concrete Compression	35	\$20.00	\$700.00	
Rice	6	\$100.00	\$600.00	
Specific Gravity	6	\$50.00	\$300.00	
AC/Gradation	6	\$250.00	\$1,500.00	
Coring Equipment (per day)	6	\$200.00	\$1,200.00	HMA Joint Density + PCCP Thickness
Subtotal			\$8,500.00	

Estimated Total	\$92,900.00
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Assumptions: Testing work is considered on call. Materials oversight by PM to provide CDOT LA compliant documentation

No Form 250 was available, actual tests to be per the Form 250 once provided (lab testing is estimated based on FMM frequencies). Assumed gradation acceptance on HMA

Proposal prepared by: _____

Chad Phillips Construction Services Manager cphillips@vivideng.com cell: 303-263-8934	
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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:

Insurance Requirements for CCOB & CDOT Contracts										
	COVERAGES AND LIMITS OF INSURANCE	Required								
1.	<p>Commercial General Liability</p> <ul style="list-style-type: none"> Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. 	<p>Minimum Limits:</p> <ul style="list-style-type: none"> \$1,000,000 Each Occurrence \$2,000,000 General Aggregate (Per project aggregate for construction contracts) \$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project) \$50,000 any 1 fire 								
2.	<p>Automobile Liability</p> <ul style="list-style-type: none"> Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos). 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 each accident combined single limit. If hazardous materials are transported, an MCS 90 form shall be included on the policy. 								
3.	<p>Workers' Compensation</p> <ul style="list-style-type: none"> Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment. <p>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.</p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Disease Aggregate 								
4.	<p>Professional Liability</p> <ul style="list-style-type: none"> 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"> Limited Contractual Liability If coverage is Claims Made, a retroactive date prior to the inception of the work If coverage is Claims Made, similar coverage must be maintained for three years following the completion of the work or an extended reporting period of 36 months must be purchased 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> \$1,000,000 Per Claim /Aggregate 								
5.	<p>Umbrella or Excess Liability Coverage</p> <ul style="list-style-type: none"> Policy shall provide liability coverage over the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability. 	<p>Minimum Limit:</p> <ul style="list-style-type: none"> Limits of at least: \$1,000,000 per occurrence 								
<p>Additional Insured - The following shall be named an Additional Insured: 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>Certificate Holders are:</p> <table border="0"> <tr> <td>City and County of Broomfield</td> <td>Colorado Department of Transportation, CDOT Region 1</td> </tr> <tr> <td>One DesCombes Drive</td> <td>2829 W. Howard Place</td> </tr> <tr> <td>Broomfield, CO 80020-2495</td> <td>Denver, CO 80204</td> </tr> <tr> <td>certificates@broomfield.org</td> <td>Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us</td> </tr> </table>			City and County of Broomfield	Colorado Department of Transportation, CDOT Region 1	One DesCombes Drive	2829 W. Howard Place	Broomfield, CO 80020-2495	Denver, CO 80204	certificates@broomfield.org	Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us
City and County of Broomfield	Colorado Department of Transportation, CDOT Region 1									
One DesCombes Drive	2829 W. Howard Place									
Broomfield, CO 80020-2495	Denver, CO 80204									
certificates@broomfield.org	Attn: Maria Hajiaghaee Maria.hajiaghaee@state.co.us									

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

CONSTRUCTION & MANAGEMENT AGREEMENT WITH BNSF

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS: den.certificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Co of America	NAIC # 25666
	INSURER B : Travelers Property Cas. Co. of America	25674
INSURED Felsburg Holt & Ullevig, Inc. 6400 S. Fiddler's Green Circle, #1500 Greenwood Village, CO 80111	INSURER C : Travelers Indemnity Company	25658
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6802J252902	06/21/2024	06/21/2025	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA8R607590	06/21/2024	06/21/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	CUP6540Y22A	06/21/2024	06/21/2025	EACH OCCURRENCE	\$7,000,000
							AGGREGATE	\$7,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB6K434639	06/21/2024	06/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liab Incl. Pollution Claims Made		X	DPR5030765	06/21/2024	06/21/2025	\$2,000,000 per claim \$5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">City and County of Broomfield One DesCombes Drive Broomfield, CO 80020-2495</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> 
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Proposals #24-RFP-CD-007, 112th and Uptown Complete Streets and Railroad Safety Improvement Project #STU C800-005/24284.

Additional Insured Includes: 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

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6802J252902
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART,
BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

offense committed, after:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;

OR

2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6802J252902
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

CG 20 37 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of *your business*.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
COMPLETED A WRITTEN AGREEMENT TO PROVIDE THIS WAIVER.**

DATE OF ISSUE:

ST ASSIGN:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others

To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: ACEC Certificate Specialist PHONE (A/C. No. Ext): 770-552-4225 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Sentinel Insurance Company, Ltd.		11000
INSURED Vivid Engineering Group, Inc 1053 Elkton Dr Colorado Spring CO 80907		INSURER B : Nutmeg Insurance Company		39608
		INSURER C : Hartford Fire Insurance Company		19682
		INSURER D : U.S. Specialty Insurance Company		29599
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1052782876

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWBE4SNZ	5/17/2024	5/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGEK0437	5/17/2024	5/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBWBE4SNZ	5/17/2024	5/17/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WEGIC7439	5/17/2024	5/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability incl. Pollution Liability			USS2434706	5/17/2024	5/17/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Felsburg Holt & Ullevig, City and County of Broomfield (One DesCombes Drive, Broomfield, CO 80020) its officers, board members, agents, employees and volunteers acng within the scope of their dues for the City and County of Broomfield are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER**CANCELLATION**

Felsburg Holt & Ullevig 6400 S. Fiddlers Green Circle Suite 1500 Greenwood Village, CO 80111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FOURTH AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND FELSBURG HOLT & ULLEVIG, INC.
FOR PROFESSIONAL SERVICES RELATED TO 112TH AND UPTOWN COMPLETE
STREETS AND RAILROAD IMPROVEMENTS PROJECT

1. PARTIES. The parties to this Fourth Amendment are The City and County of Broomfield, a Colorado municipal corporation and county, (the "City") and Felsburg Holt & Ullevig, Inc., a Colorado Corporation (the "Consultant"), collectively, the "Parties", individually, the "Party".
2. RECITALS. The recitals to this Fourth Amendment are incorporated herein by this reference as though fully set forth in the body of this Fourth Amendment.
 - 2.1. The Parties entered into a Consulting Agreement dated October 26, 2021 (Agreement), in which the Consultant agreed to provide consulting services for the 112th and Uptown Complete Streets and Railroad Improvements Project.
 - 2.2. The parties to this Fourth Amendment desire to amend paragraph 3.1(b) Basic Services, and paragraph 3.4(a) Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit B is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1 Paragraph 3.1(b), Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform duties in Exhibit A, and the additional duties and responsibilities as described in Exhibit B (attached hereto and made part hereof).
 - 3.2 Paragraph 3.4(a), Aggregate Limit, of the Agreement is hereby amended to read as follows: Pricing for additional services shall be as noted on Exhibit B, attached hereto and incorporated by this reference. Unless extra services are approved in writing, the amount paid by the City to the Consultant under this Agreement shall not exceed \$635,000.00 (\$500,000 original agreement, \$30,000 Second Amendment, \$20,000 Third Agreement, \$85,000 Fourth Agreement), including reimbursables. The Consultant will complete the Work for the amount shown.
4. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

IN WITNESS WHEREOF, 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

APPROVED AS TO FORM:

City and County Attorney

Felsburg Holt & Ullevig, Inc.,
a Colorado corporation



By: Thomas W. Anzia

Title: Principal



Exhibit A

City and County of Broomfield

Contract Amendment – Construction Administration/Design Support Scope of Services
112th & Uptown Complete Streets & Railroad Safety Improvements
STU C800-005, SA# 24284
December 6, 2024

The City and County of Broomfield (Broomfield) will be constructing roadway widening of 112th Avenue and Uptown Avenue from an existing 2-lane roadway to a 4-lane configuration with medians/turn lanes, detached walks and bike paths in Broomfield right-of-way from Parkland Street to Reed Way. This project includes intersection improvements at Olde Wadsworth and 112th Avenue for pedestrians and cyclists. Existing Federally approved Supplemental Safety Measures (SSMs) at the existing BNSF Railway at-grade crossing of 112th Avenue will be maintained for Quiet Zone compliance. This project includes a trail connection from Uptown Avenue to the existing US 36 Bikeway.

This Scope of Services will provide construction administration and design support to the City during construction of the project.

FHU will coordinate all work with representatives from Broomfield.

Task 1 – Design Support During Construction

The purpose of this task is to provide design support to Broomfield and Broomfield’s Contractor through construction of this project. This task is anticipated to include the following activities:

- 1.1 Assist the City with responding to contractor’s requests for information (RFI), City questions, and submittal reviews.
- 1.2 Assist the City with responding to the contractor’s requests for changes or substitutions to approved plans.
- 1.3 Assist the City with review of shop or technical drawings. The shop drawing/submittal review may include the following items:
 - a. Materials Submittals
 - b. Drainage Structures (Inlets, Manholes, Pipes)
 - c. Traffic Signal Equipment
- 1.4 Provide opinion to the City regarding contractor change order requests, if needed.
- 1.5 Prepare and issue plan revisions to the plans, specifications, and/or contract documents during construction if the City deems changes or modifications are necessary for the successful completion of the project.
- 1.6 Attend up to five (5) construction progress meetings during construction, as requested by the City.
- 1.7 Attend up to five (5) field meetings to answer questions, assist in interpretation of the plan drawings, meet with regulatory agencies visiting the site, or meet with City or Contractor representatives. Design staff participation in these meetings are to observe and provide professional opinion only. Design staff do not conduct inspections.
- 1.8 At the end of construction, prepare as-built construction drawings based on the contractor’s red line markups and submit a Record Plan Set to the City. This can be done if not included in the Contractor’s scope of work.



Exhibit A

City and County of Broomfield
Contract Amendment – Construction Administration/Design Support Scope of Services
112th & Uptown Complete Streets & Railroad Safety Improvements
STU C800-005, SA# 24284
December 6, 2024

Task 2 – Post Construction Support

The purpose of this task is to provide assistance to Broomfield with project closeout documents that may be required by CDOT or the regulatory agencies. This task is anticipated to include the following activities:

- 2.1 Draft the compliance filing document indicating the project is complete and the widened at-grade highway-rail crossing, detached walks and detached bike paths are open to traffic, for formal filing to the PUC by Broomfield.
- 2.2 Assist with closeout paperwork for Broomfield or CDOT, as requested.

Task 3 – Project Management

This task is anticipated to include the following activities:

- 3.1 Monthly progress reports with invoices outlining tasks completed in the prior month

Work Tasks Not Included in this Scope of Services:

No other work tasks are included in this Scope of Services, other than those listed previously in this document.

Schedule

Design support is anticipated to occur for the duration of the 270 calendar day (~9 month) construction timeline.

EXHIBIT B

City and County of Broomfield
Construction Admin/Design Support for 112th & Uptown Complete Streets & Railroad Safety Improvements
STU C800-005, SA# 24284
Contract Amendment

Fee Schedule

6-Dec-24

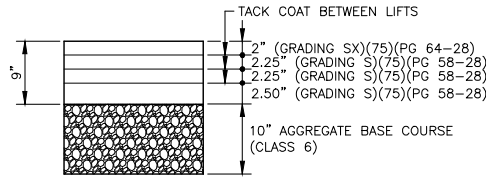
TASK / DELIVERABLE	Stephanie Anzla, PE Project Manager (Associate)	Scott Dankenbrieg Lead Roadway Design (Lead Designer)	Chad Twiss, CFM Lead Drainage Design (Senior Engineer)	LARRY LANG Lead Traffic Engineer (Senior Engineer)	FHU Totals		Other	TOTALS	Subconsultants / Descriptions
					Professional Service Hours	Professional Service Fee	FHU's Other Direct Costs	Professional Service Fee and Other Direct Costs	
	\$290	\$225	\$235	\$235					
Task 1: Design Support During Construction									
1.1 - Assist in Response to Contractor question (RFIs), City questions, reviews	24	24	24	24	96	\$ 23,640		\$ 23,640	
1.2 - Assist in Response to Contractor requests for changes, substitutions	8			12	20	\$ 5,140		\$ 5,140	
1.3 - Assist with review of shop or technical drawings; may include the following:									
a. Materials Submittals	4		4	4	12	\$ 3,040		\$ 3,040	
b. Drainage Structures (Inlets, Manholes, Pipes)			24		24	\$ 5,640		\$ 5,640	
c. Traffic Signal Equipment				24	24	\$ 5,640		\$ 5,640	
1.4 - Provide opinion regarding contractor change order requests, if needed	4		2	2	8	\$ 2,100		\$ 2,100	
1.5 - Prepare revisions to documents for issue, as requested by City	6	8	8	8	30	\$ 7,300		\$ 7,300	
1.6 - Attend up to five (5) construction progress meetings during construction	10	4	4	10	28	\$ 7,090	\$ 110	\$ 7,200	Mileage/Field Prints
1.7 - Attend up to five (5) meetings (plan interpretation, regulatory, City, Contractor)	10	6	10	10	36	\$ 8,950	\$ 110	\$ 9,060	Mileage/Field Prints
1.8 - Prepare As-Built drawings, if requested by City	6	12	12	12	42	\$ 10,080		\$ 10,080	
Task 2: Post Construction Support									
2.1 - Draft PUC compliance document for City filing	4				4	\$ 1,160		\$ 1,160	
2.2 - Assist with Broomfield or CDOT closeout paperwork, as requested	4		4		8	\$ 2,100		\$ 2,100	
Task 3: Project Management									
3.1 - Monthly progress reports with invoices	10				10	\$ 2,900		\$ 2,900	
TOTALS	90	54	92	106	342	\$ 84,780	\$ 220	\$ 85,000	

Fees calculated using FHU's 2024 Hourly Rates.
Actual time and material for services completed shall be billed monthly.

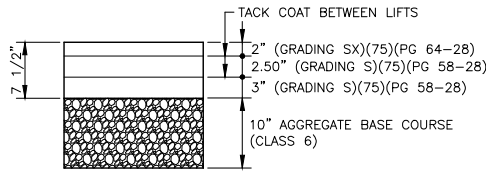
Thomas W. Anzla

Thomas W. Anzla, PE, Principal

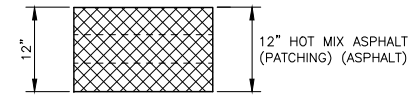




9" ASPHALT PAVEMENT WITH 10" ABC DETAIL
PAVEMENT SECTION WEST OF BNSF RAILWAY



7 1/2" ASPHALT PAVEMENT WITH 10" ABC DETAIL
PAVEMENT SECTION EAST OF BNSF RAILWAY



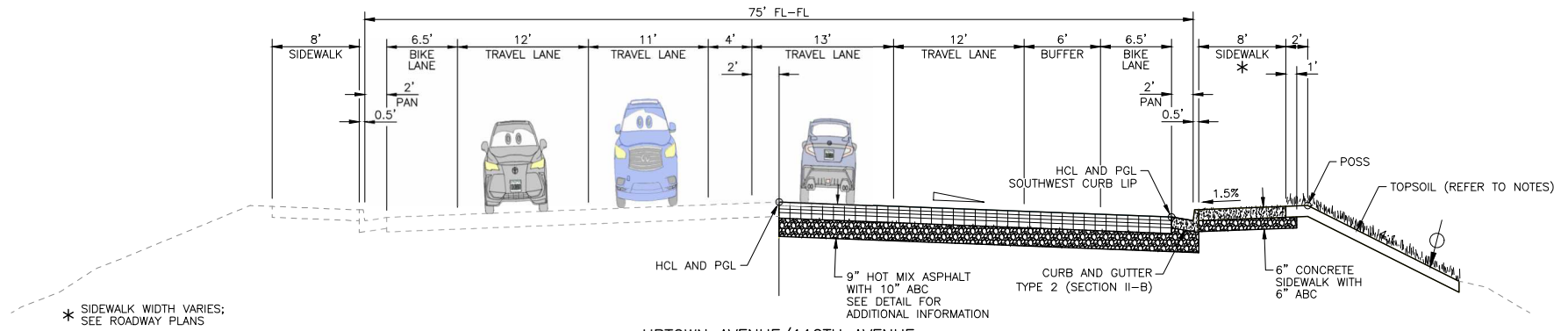
HOT MIX ASPHALT (PATCHING)(ASPHALT) DETAIL
(MAX. 4" LIFTS)

NOTES:

1. IN AREAS OF EXISTING PAVEMENT, AND UNPAVED AREAS WHERE EXCAVATION SHALL OCCUR PRIOR TO NEW PAVEMENT INSTALLATION, SUBGRADE RECONDITIONING TO A DEPTH OF 12 INCHES SHALL BE COMPLETED PRIOR TO PLACEMENT OF NEW PAVEMENT.
2. SUBGRADE RECONDITIONING SHALL BE PAID FOR AS 306 RECONDITIONING, S.Y.
3. MAXIMUM DEPTH OF RECONDITIONING IN AREAS OF EXISTING PAVEMENT OR EXISTING GROUND REQUIRING EXCAVATION, SHALL BE 12 INCHES BELOW DEPTH OF NEW PAVEMENT SECTION.
4. IN AREAS WHERE EMBANKMENT SHALL BE PLACED PRIOR TO PAVEMENT INSTALLATION, SUBGRADE EMBANKMENT MATERIAL SHALL MEET THE REQUIREMENTS OF CDOT STANDARD SPECIFICATION 203, AND PROJECT SPECIAL PROVISIONS PROVIDED AS PART OF THIS PROJECT.

NOTES:

1. HOT MIX ASPHALT (PATCHING)(ASPHALT) SHALL BE PAID FOR AS 403-00720 HOT MIX ASPHALT (PATCHING)(ASPHALT).
2. PATCHING DEPTH FOR THE 2-FEET HMA BETWEEN NEW RAILROAD CROSSING MATERIAL AND PROPOSED DETACHED WALK CONCRETE SHALL BE 15 INCHES THICK, AND SHALL INCLUDE AN ADDITIONAL 3-INCH LIFT TO THE SECTION SHOWN ABOVE.



UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 11+86.89 TO STA. 13+17.46

NOTE: STA. 13+44.90 TO STA. 16+34.90 IS THE EXISTING UPTOWN BRIDGE OVER US 36 WITH EXISTING PAVEMENT TO REMAIN. NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.

NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.



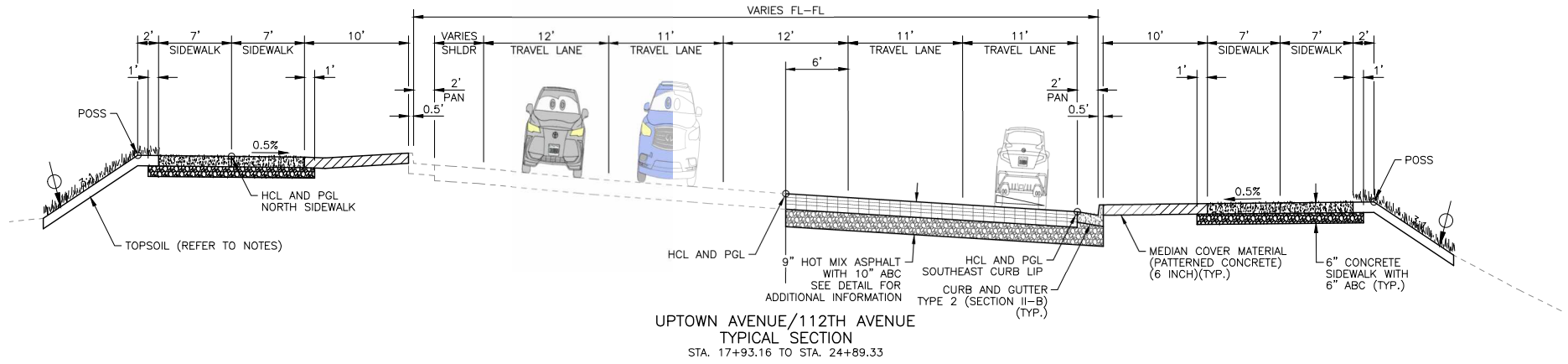
2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.



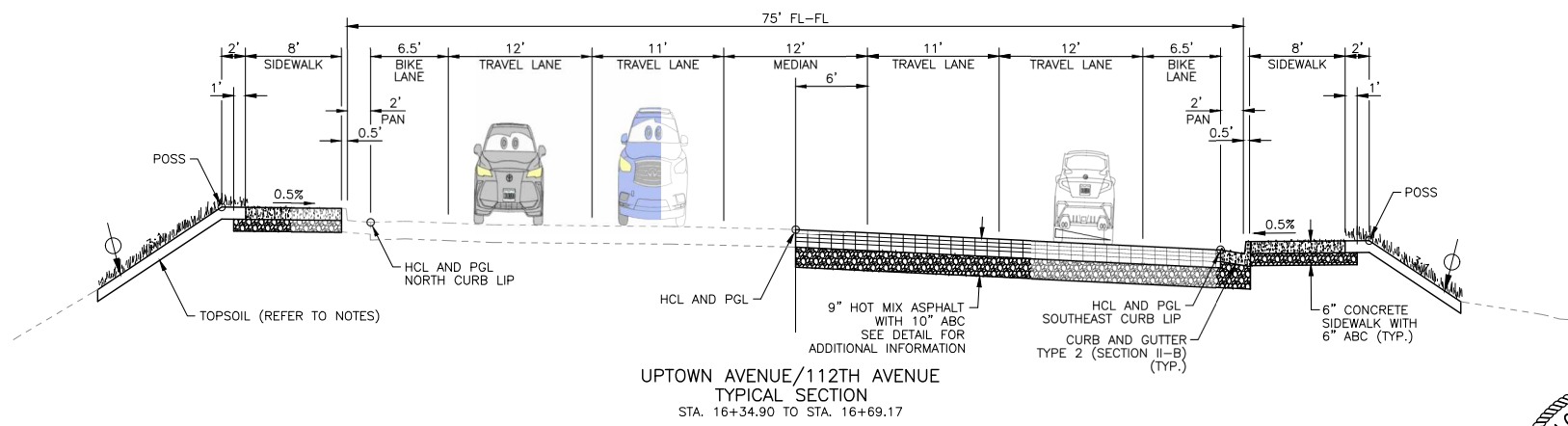
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Print Date: 3/13/2024 2:36:44 PM		<table border="1"> <thead> <tr> <th colspan="3">Sheet Revisions</th> </tr> <tr> <th>Date</th> <th>Comments</th> <th>Initials</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Sheet Revisions			Date	Comments	Initials										<table border="1"> <tr> <td>As Constructed</td> <td colspan="2">112TH & UPTOWN COMPLETE STREETS TYPICAL SECTIONS</td> <td>Project No./Code</td> </tr> <tr> <td>No Revisions:</td> <td colspan="2"> </td> <td>STU C800-005</td> </tr> </table>		As Constructed	112TH & UPTOWN COMPLETE STREETS TYPICAL SECTIONS		Project No./Code	No Revisions:			STU C800-005							
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CITY AND COUNTY OF BROOMFIELD COLORADO			Designer:	SED	Structure																														
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UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 17+93.16 TO STA. 24+89.33



UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 16+34.90 TO STA. 16+69.17

NOTE: STA. 16+69.17 TO STA. 17+93.16, THE ONSTREET BIKE LANE IS TRANSITIONING TO A DETACHED BIKE PATH, AND THE ATTACHED SIDEWALK OVER THE BRIDGE IS TRANSITIONING TO A DETACHED WALK. NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.

NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.

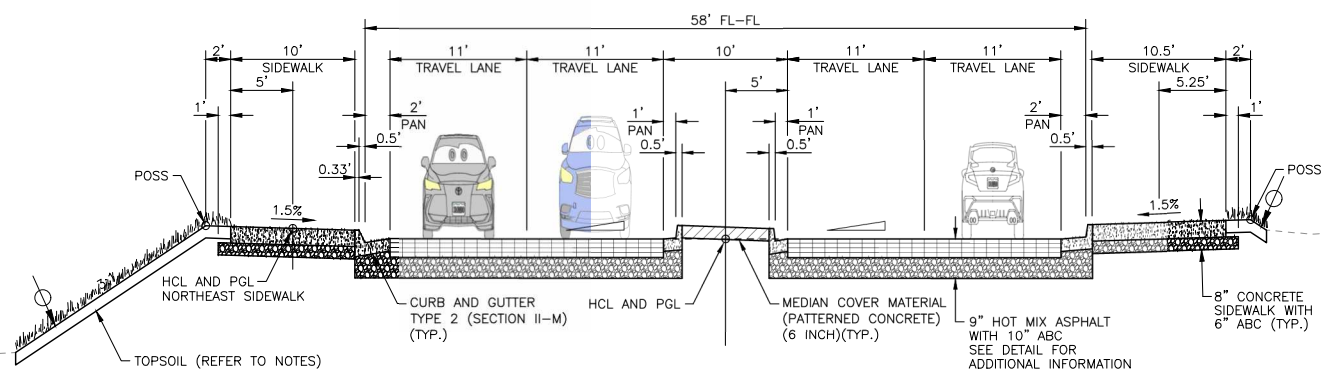


2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.

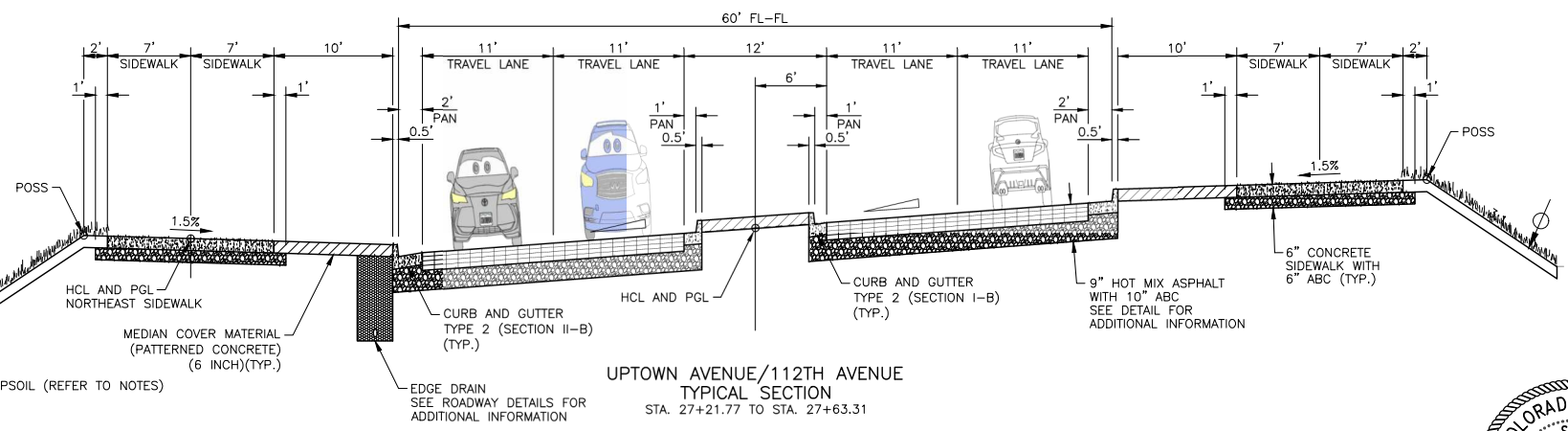


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Sheet Revisions																											
Date	Comments	Initials																									
File Name: R121296-01TYP02.dwg		No Revisions:		Revised:		Designer: SED Detailer: JJD Subset: Roadway		STU C800-005 24284 Sheet Number 7																			
Horizontal Scale: 1"=10'		Vertical Scale: NTS		FLSBURG HOLT & ULLEVIG 6400 South Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com		Structure Numbers TY-2 of 6		SHEET NUMBER																			

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UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 29+57.86 TO STA. 29+65.81



UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 27+21.77 TO STA. 27+63.31

NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.



2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.

NOTES: FROM STA. 24+89.33 TO STA. 27+21.77 IS THE INTERSECTION OF 112TH VENUE WITH OLDE WADSWORTH. NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.
FROM STA. 27+63.31 TO STA. 29+57.86, THE DETACHED WALK AND THE CURB AND GUTTER IS TRANSITIONING, NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.



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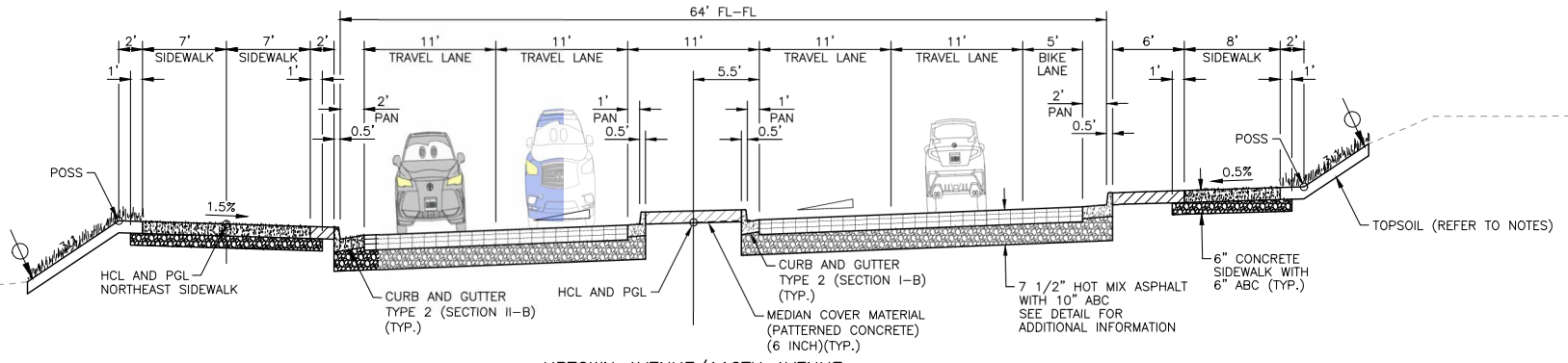
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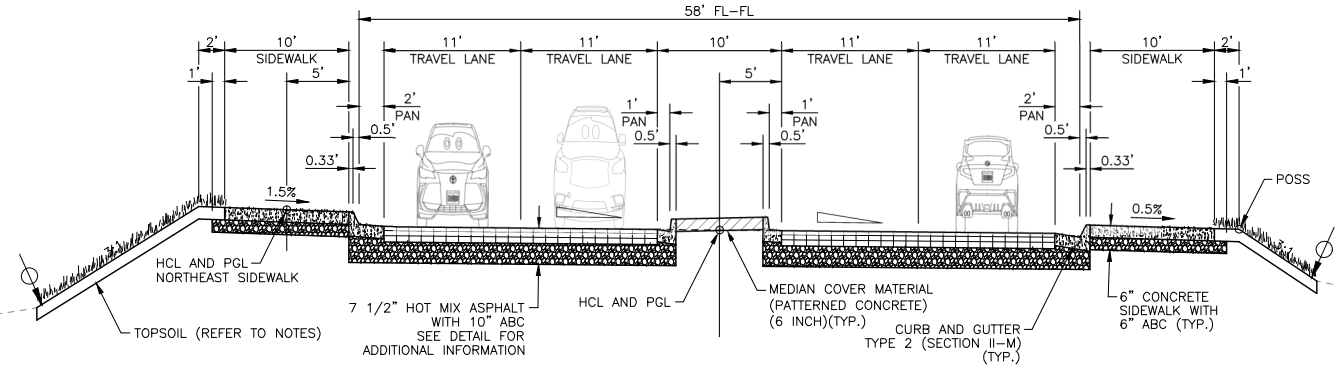
112TH & UPTOWN COMPLETE STREETS TYPICAL SECTIONS			
Designer: SED	Structure Numbers		
Detailer: JJD			
Subset: Roadway	Sheets: TY-3 of 6		

Project No./Code	STU C800-005
	24284
Sheet Number	8

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UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 32+27.78 TO STA. 32+95.07



UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 30+53.22 TO STA. 30+85.29

NOTES: FROM STA. 29+65.81 TO STA. 30+53.22, THE RAILWAY CROSSING TRANSITION, NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.
FROM STA. 30+85.29 TO STA. 32+27.78, THE DETACHED BIKE PATH IS TRANSITIONING TO THE ONSTREET BIKE LANE, NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.

NOTES:

- THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.
- 2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.



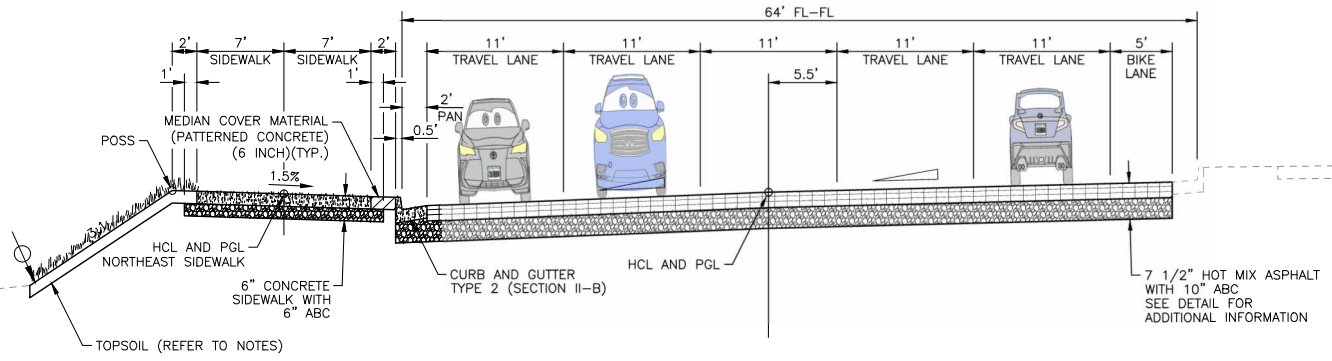
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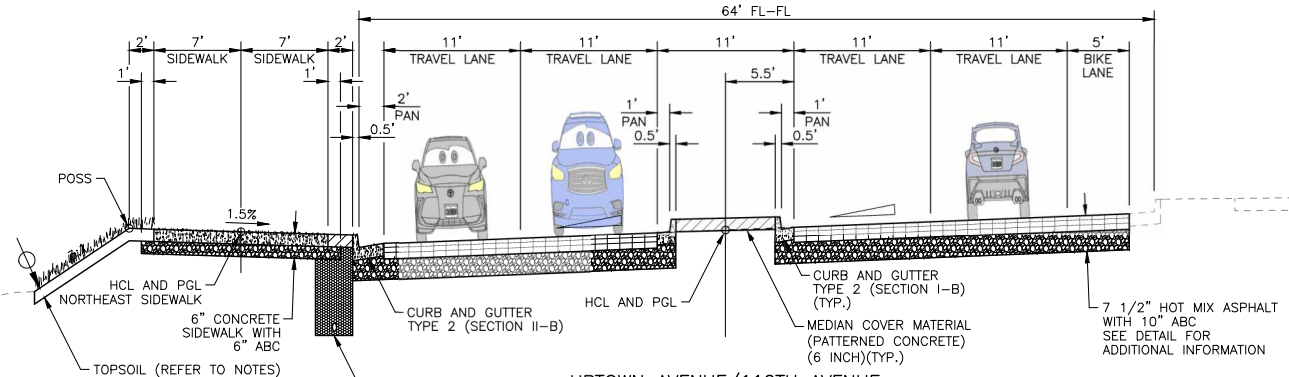
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Revised:	Designer: SED	Structure Numbers	24284
Void:	Detailer: JJD		
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UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 33+79.24 TO STA 35+18.35



UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 32+95.07 TO STA. 33+12.39

NOTES: FROM STA. 33+12.39 TO STA. 33+79.24, THE DETACHED BIKE PATH IS TRANSITIONING TO DRIVEWAY, NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.

NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.



2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.



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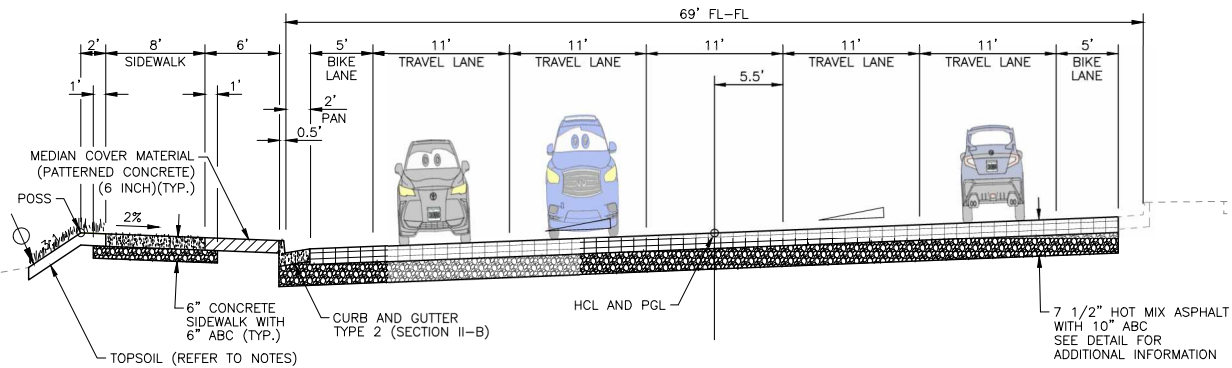
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No Revisions:			STU C800-005
Revised:	Designer: SED	Structure Numbers	24284
Void:	Detailer: JJD		
	Subset: Roadway	Sheets: TY-5 of 6	Sheet Number 10

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UPTOWN AVENUE/112TH AVENUE
TYPICAL SECTION
STA. 35+63.80 TO STA. 35+73.21

NOTES: FROM STA. 35+18.35 TO STA. 35+63.80, THE DETACHED BIKE PATH IS TRANSITIONING TO THE ONSTREET BIKE LANE, NO TYPICAL SECTION IS PROVIDED FOR THIS PORTION OF THE ROADWAY.

NOTES:

THE CONTRACTOR WILL BE REQUIRED TO PLACE 6 INCHES OF TOPSOIL TO THIS LINE AFTER COMPLETION OF PAVING OPERATIONS.



2% ROADWAY SLOPE (TYP.) FOR SPECIFIC CROSS SLOPES, SEE ROADWAY PROFILE SHEETS.



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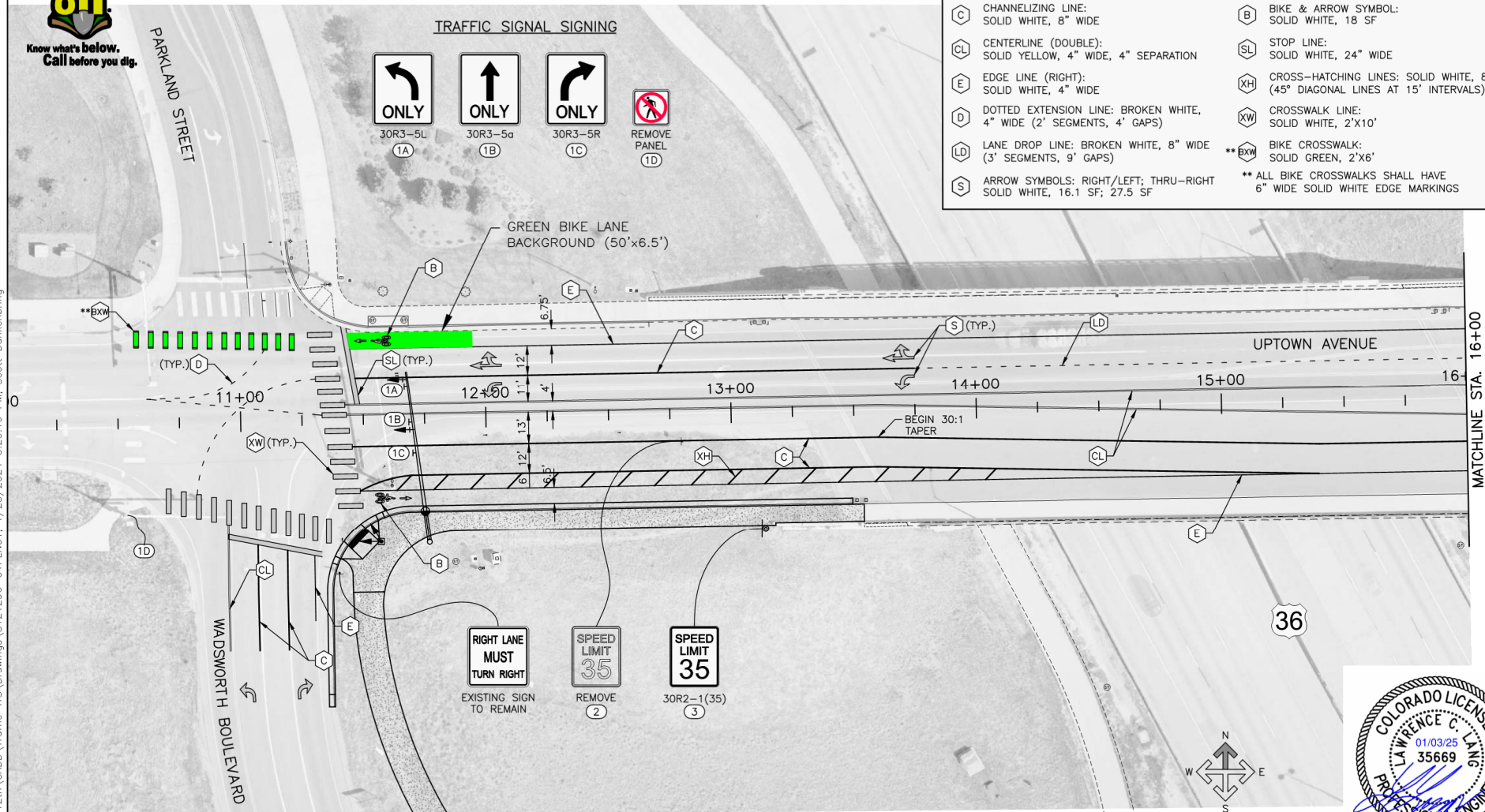
PARKLAND STREET

TRAFFIC SIGNAL SIGNING



PAVEMENT MARKING LEGEND	
(C) CHANNELIZING LINE: SOLID WHITE, 8" WIDE	(B) BIKE & ARROW SYMBOL: SOLID WHITE, 18 SF
(CL) CENTERLINE (DOUBLE): SOLID YELLOW, 4" WIDE, 4" SEPARATION	(SL) STOP LINE: SOLID WHITE, 24" WIDE
(E) EDGE LINE (RIGHT): SOLID WHITE, 4" WIDE	(XH) CROSS-HATCHING LINES: SOLID WHITE, 8" WIDE (45° DIAGONAL LINES AT 15' INTERVALS)
(D) DOTTED EXTENSION LINE: BROKEN WHITE, 4" WIDE (2" SEGMENTS, 4" GAPS)	(XW) CROSSWALK LINE: SOLID WHITE, 2'X10'
(LD) LANE DROP LINE: BROKEN WHITE, 8" WIDE (3' SEGMENTS, 9' GAPS)	**EXW BIKE CROSSWALK: SOLID GREEN, 2'X6'
(S) ARROW SYMBOLS: RIGHT/LEFT; THRU-RIGHT SOLID WHITE, 16.1 SF; 27.5 SF	** ALL BIKE CROSSWALKS SHALL HAVE 6" WIDE SOLID WHITE EDGE MARKINGS

GREEN BIKE LANE
BACKGROUND (50'x6.5')



MATCHLINE STA. 16+00



HORIZONTAL SCALE: 1"=40'
0 20 40 80



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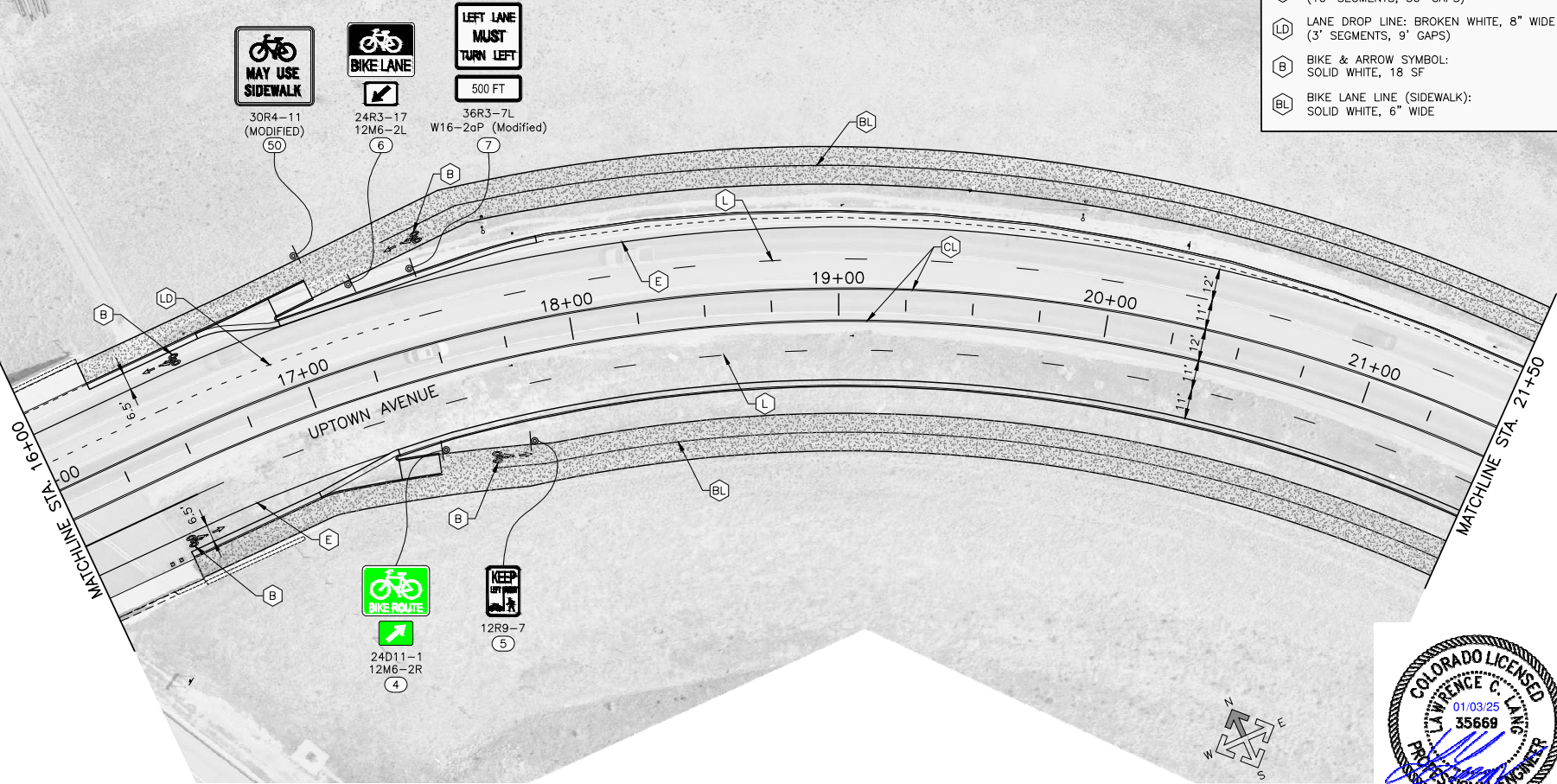
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As Constructed	112TH & UPTOWN COMPLETE STREETS SIGNING AND STRIPING PLAN STA. 11+32.37 TO STA. 16+00	Project No./Code STU C800-005
No Revisions:	Designer: SED Structure: Detailer: JJD Numbers: Subset: Traffic Sheets: SS-1 of 7	24284
Revised:		Sheet Number 161
Void:		



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PAVEMENT MARKING LEGEND	
(CL)	CENTERLINE (DOUBLE): SOLID YELLOW, 4" WIDE, 4" SEPARATION
(E)	EDGE LINE (RIGHT): SOLID WHITE, 4" WIDE
(L)	LANE LINE: BROKEN WHITE, 4" WIDE (10' SEGMENTS, 30' GAPS)
(LD)	LANE DROP LINE: BROKEN WHITE, 8" WIDE (3' SEGMENTS, 9" GAPS)
(B)	BIKE & ARROW SYMBOL: SOLID WHITE, 18 SF
(BL)	BIKE LANE LINE (SIDEWALK): SOLID WHITE, 6" WIDE



HORIZONTAL SCALE: 1"=40'
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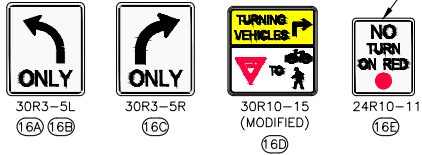
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112TH & UPTOWN COMPLETE STREETS SIGNING AND STRIPING PLAN STA. 16+00 TO STA. 21+50		
Designer: SED	Structure Numbers:	
Detailer: JJD		
Subset: Traffic	Sheets:	SS-2 of 7

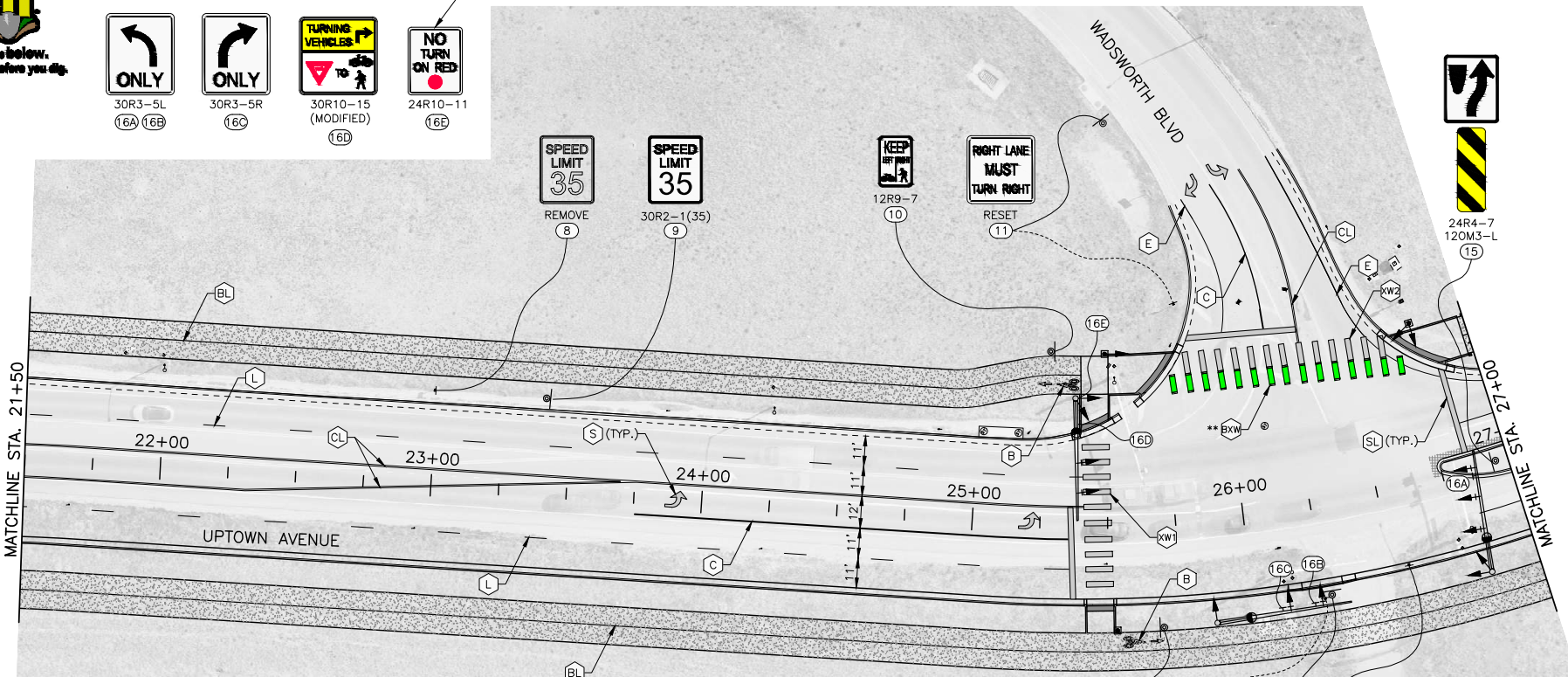
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TRAFFIC SIGNAL SIGNING



MOUNT ABOVE SIGNAL HEAD
(FACING WB TRAFFIC)

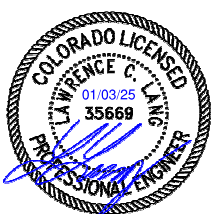


PAVEMENT MARKING LEGEND

- (C) CHANNELIZING LINE: SOLID WHITE, 8" WIDE
 - (CL) CENTERLINE (DOUBLE): SOLID YELLOW, 4" WIDE, 4" SEPARATION
 - (E) EDGE LINE (RIGHT): SOLID WHITE, 4" WIDE
 - (L) LANE LINE: BROKEN WHITE, 4" WIDE (10' SEGMENTS, 30' GAPS)
 - (S) ARROW SYMBOLS: LEFT, RIGHT SOLID WHITE, 16.1 SF
 - (SL) STOP LINE: SOLID WHITE, 24" WIDE
 - (B) BIKE & ARROW SYMBOL: SOLID WHITE, 18 SF
 - (BL) BIKE LANE LINE (SIDEWALK): SOLID WHITE, 6" WIDE
 - (XW1) PED CROSSWALK: SOLID WHITE, 2'X10'
 - (XW2) PED CROSSWALK: SOLID WHITE, 2'X8'
 - (BXW) BIKE CROSSWALK: SOLID GREEN, 2'X6'
- ** ALL BIKE CROSSWALKS SHALL HAVE 6" WIDE SOLID WHITE EDGE MARKINGS



HORIZONTAL SCALE: 1"=40'
0 20 40 80



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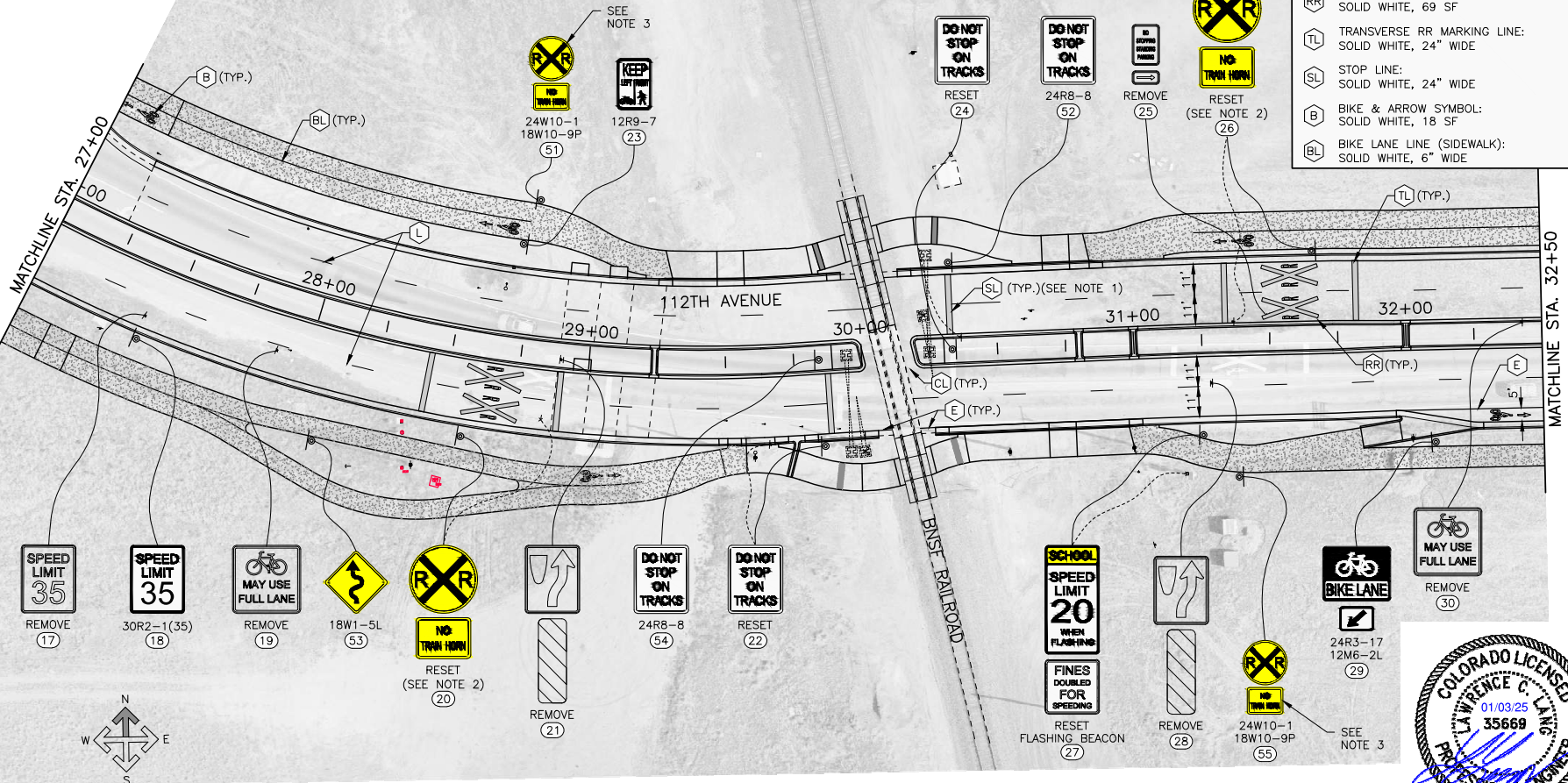
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NOTES:

1. THE STOP LINES AT THE RAILROAD CROSSING SHALL BE OFFSET A MINIMUM OF 8 FEET FROM THE NEAREST GATE ARM PER SECTION 8B.28 OF THE MUTCD.
2. THE W10-1/W10-9P SIGNS AND RAILROAD MARKINGS ALONG 112TH AVENUE SHALL BE PLACED IN ACCORDANCE WITH FIGURE 8B-6 OF THE MUTCD. THE WARNING SIGNS SHALL BE OFFSET A MINIMUM OF 100 FEET IN ADVANCE OF THE STOPLINE.
3. THE SUPPLEMENTAL W10-1/W10-9P SIGNS ALONG THE MULTI-USE TRAIL SHALL BE OFFSET A MINIMUM OF 112 FEET FROM THE RAIL CROSSING IN ACCORDANCE WITH FIGURE 8D-1 OF THE MUTCD.
4. THE CONTRACTOR SHALL ENSURE THAT THE PLACEMENT OF ANY TRAFFIC SIGNS DO NOT BLOCK THE VISIBILITY OF THE RAILROAD FLASHERS FROM DRIVERS.

PAVEMENT MARKING LEGEND

- (E) EDGE LINE (RIGHT): SOLID WHITE, 4" WIDE
- (L) LANE LINE: BROKEN WHITE, 4" WIDE (10' SEGMENTS, 30' GAPS)
- (CL) CENTERLINE (DOUBLE): SOLID YELLOW, 4" WIDE, 4" SEPARATION
- (RR) RAILROAD CROSSING MARKINGS: SOLID WHITE, 69 SF
- (TL) TRANSVERSE RR MARKING LINE: SOLID WHITE, 24" WIDE
- (SL) STOP LINE: SOLID WHITE, 24" WIDE
- (B) BIKE & ARROW SYMBOL: SOLID WHITE, 18 SF
- (BL) BIKE LANE LINE (SIDEWALK): SOLID WHITE, 6" WIDE



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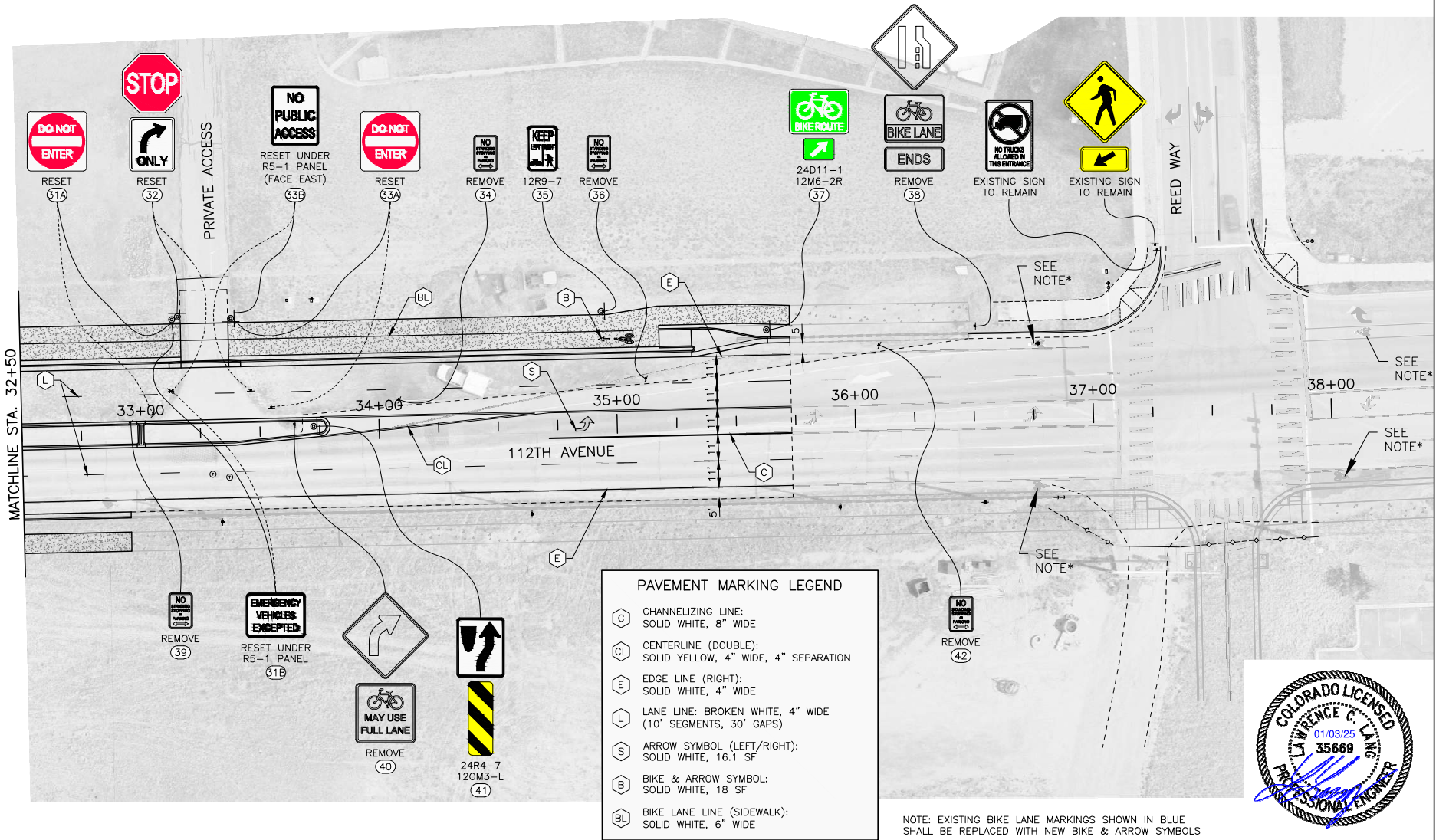
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No Revisions:	Designer: SED	Structure Numbers:	24284
Revised:	Detailer: JJD	Sheets:	SS-4 of 7
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NOTE: EXISTING BIKE LANE MARKINGS SHOWN IN BLUE SHALL BE REPLACED WITH NEW BIKE & ARROW SYMBOLS

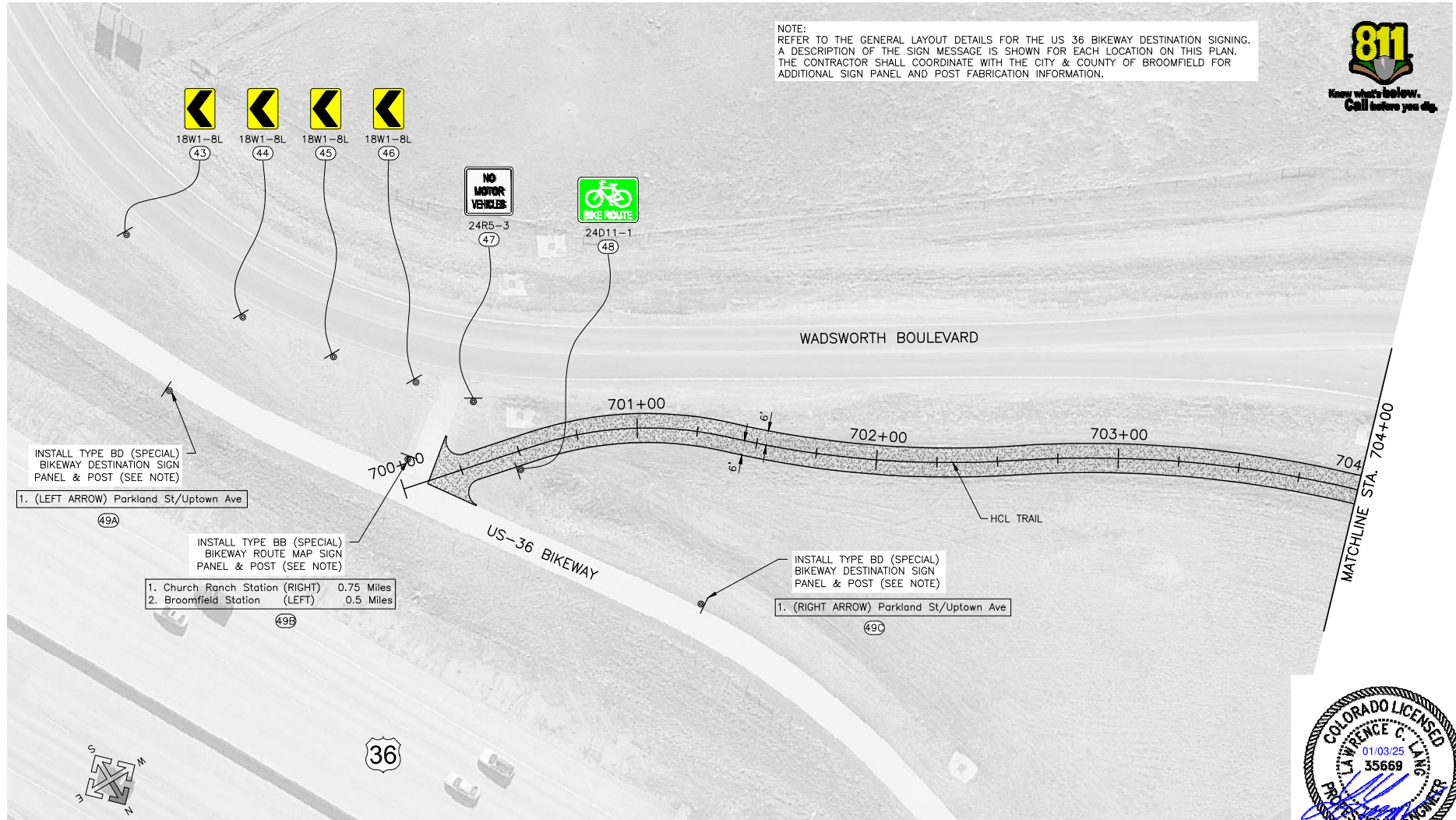
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 STA. 700+28.35 TO STA. 704+00
 Designer: SED
 Detailer: JJD
 Subset: Traffic
 Structure Numbers
 Sheets: SS-6 of 7

Project No./Code
 STU C800-005
 24284
 Sheet Number 166



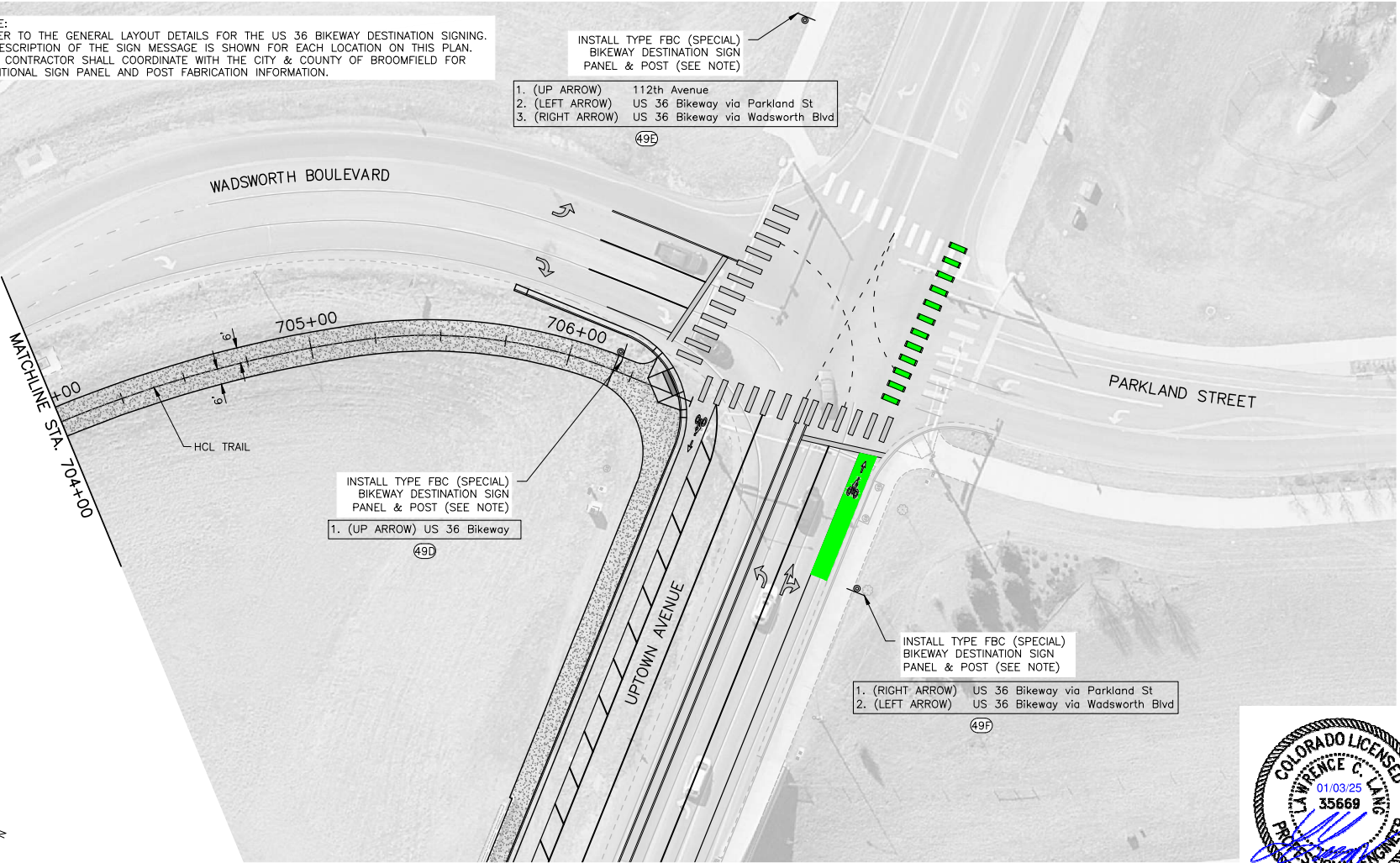
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NOTE:
REFER TO THE GENERAL LAYOUT DETAILS FOR THE US 36 BIKEWAY DESTINATION SIGNING.
A DESCRIPTION OF THE SIGN MESSAGE IS SHOWN FOR EACH LOCATION ON THIS PLAN.
THE CONTRACTOR SHALL COORDINATE WITH THE CITY & COUNTY OF BROOMFIELD FOR
ADDITIONAL SIGN PANEL AND POST FABRICATION INFORMATION.

INSTALL TYPE FBC (SPECIAL)
BIKEWAY DESTINATION SIGN
PANEL & POST (SEE NOTE)

1. (UP ARROW) 112th Avenue
2. (LEFT ARROW) US 36 Bikeway via Parkland St
3. (RIGHT ARROW) US 36 Bikeway via Wadsworth Blvd

49E



INSTALL TYPE FBC (SPECIAL)
BIKEWAY DESTINATION SIGN
PANEL & POST (SEE NOTE)

1. (UP ARROW) US 36 Bikeway

49D

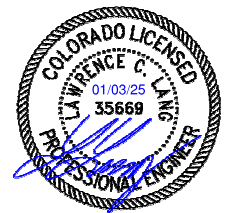
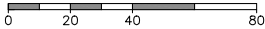
INSTALL TYPE FBC (SPECIAL)
BIKEWAY DESTINATION SIGN
PANEL & POST (SEE NOTE)

1. (RIGHT ARROW) US 36 Bikeway via Parkland St
2. (LEFT ARROW) US 36 Bikeway via Wadsworth Blvd

49F



HORIZONTAL SCALE: 1"=40'



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File Name: S121296-01PLN07.dwg	
Horizontal Scale: 1"=40'	Vertical Scale: NTS
6400 South Fiddlers Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com	

Sheet Revisions			
(R-X)	Date	Comments	Initials

CITY AND COUNTY OF BROOMFIELD COLORADO
 One DesCombes Drive
 Broomfield, CO 80020
 Phone: 303.469.3301
 BROOMFIELD.org

As Constructed	112TH & UPTOWN COMPLETE STREETS SIGNING AND STRIPING PLAN STA. 704+00 TO STA. 706+25		Project No./Code
	No Revisions:		STU C800-005
	Revised:	Designer: SED Structure Numbers	24284
	Void:	Detailer: JJD Numbers	
	Subset: Traffic	Sheets: SS-7 of 7	Sheet Number 167



E. Proposed Resolutions for Norman Smith Service Center Construction and Design Agreement Amendments

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6E.
Presented By	
Brian Graham, CIP Manager	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

The Norman Smith Remodel Project addresses essential deferred maintenance while adapting and modernizing the facility. The project scope is proposed to expand with the addition of the tank removal project adjacent to the building.

Attachments

[Memo for Norm Smith Remodel.pdf](#)

[Resolution 2025-18 Amendment 2.pdf](#)

[Resolution 2025-50 CO2.pdf](#)

[Consulting Amendment #2 - SEH Norm Smith Remodel - Signed.pdf](#)

[NSSC Remodel - AD Miller - Amendment 01 - SIGNED.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Resolution No. 2025-50 will approve the First Amendment to the Construction Agreement with AD Miller Services, Inc. for additional construction work related to the Norman Smith Service Center Remodel, including the addition of Fuel Site Upgrades.

Proposed Resolution No. 2025-18 will approve the Second Amendment to the Consulting Agreement with Short Elliot Hendrickson, Inc. (SEH) for additional design services related to the Norman Smith Service Center Remodel.

Broomfield's Norman Smith Service Center is at 3001 W. 124th Avenue. The remodel project, which is in construction, is addressing essential deferred maintenance while adapting and modernizing the facility. Since Council approved the construction agreement with AD Miller on October 1, 2024 the project has progressed with demolition, electrical, and mechanical work. The project is anticipated to be completed in September 2025. Here is a [vicinity map](#) showing the project location.

The Norman Smith Service Center Fuel Site Upgrade is a separate CIP project that was approved in the 2024 Budget. In addition to providing design services for the remodel, SEH was also selected to provide design documents for the Fuel Site Upgrade project. A separate design agreement with SEH was approved by the City and County Manager per her contract authority. It became clear that there is significant overlap and necessary coordination between the building remodel project and the fuel site upgrade projects. Staff believes the most efficient way to complete the fuel site upgrades is to add that work under the building remodel project scope. To that end, AD Miller solicited competitive bids from subcontractors that were prequalified for the fuel tank improvements in 2024. This work includes the removal of underground tanks at the fueling station, adjacent to the Service Center, and places them above ground. The underground tanks are at the end of their life-cycle and above-ground tanks have become the standard for environmental reasons.

In addition to the fuel site upgrades, the project team identified opportunities to make additional improvements to the building within the project budget. These improvements include increasing the size of a conference room, re-working ductwork to allow for future growth, replacing the sprinkler system, and additional improvements to the plumbing and mechanical systems.

These additional improvements, including the fuel site upgrades, exceed the City and County Manager's ten percent change order authority approved by Council with Resolution 2024-137. The First Amendment to the Construction Agreement with AD Miller Services, Inc. adds an additional scope of work to AD Miller's construction agreement.

The Second Amendment to the Short Elliot Hendrickson, Inc. Consulting Agreement adds design services for the additional improvements and construction administration services needed for continued coordination of the design and construction with the contractor. The City and County Manager approved the original design Agreement for \$143,639, on December 13, 2021, and the First Amendment to the Consulting Agreement, for \$47,493, on September 12, 2023, for value engineering changes to ensure the project met budget constraints. The work included changes to the architectural design, mechanical, electrical, and plumbing, and roofing systems. The Second Amendment is needed for design and consulting services related to

demand metering, construction administration services, relocation and mounting of AHUs, and removal of existing shaft walls.

If proposed Resolution Nos. 2025-18 and 2025-50 are approved, construction will continue with the additional scope of work with an anticipated project completion in September 2025.

Financial Considerations

The sources and uses of funds summary below show that the project can be completed within the budgeted amount.

Sources and Uses of Funds	Amount
Norman Smith Service Center Remodel (20P0003; 20-70010-55200)	\$3,634,890
Norman Smith Service Center Fuel Site Upgrade (24T0001; 20-70010-55200)	\$581,680
Total Budget	\$4,216,570
Consulting Agreement, including Amendment #1 (Remodel) (SEH, Inc.)	-\$191,132
Consulting Agreement (Fuel Site) (SEH, Inc.)	-\$40,132
Proposed Consulting Amendment #2 (Remodel) (SEH, Inc.)	-\$84,552
Construction Agreement (AD Miller Services, Inc.)	-\$2,283,570
Construction Contingency (AD Miller Services, Inc.)	-\$208,419
Proposed Construction Amendment #1 (AD Miller Services, Inc.)	-\$895,746
Furniture (estimated)	-\$490,000
Total Use of Funds	-\$4,193,551
Projected Balance	\$23,019

Prior Council or Other Entity Actions

On October 1, 2024, Council approved Resolution No. [2024-137](#), a construction agreement with AD Miller Services, Inc.

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 2025-18 and Resolution 2025-50 be adopted.

Alternatives

Decide not to proceed with the additional improvements.

RESOLUTION NO. 2025-18

A Resolution Approving the Second Amendment to the Consulting Agreement with Short Elliot Hendrickson, Inc. for the Norm Smith Service Center Remodel

Section 1.

The Second Amendment to the Consulting Amendment by and between the City and County of Broomfield and Short Elliot Hendrickson, Inc. for the Norman Smith Service Center Remodel in an amount not to exceed \$84,552 is hereby approved; the new not-to-exceed consulting agreement amount is \$275,684.09.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the Office of the City and County Clerk to attest the amendment, in a 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 the aggregate amount not to exceed ten percent of the contract value.

Section 4.

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

Approved on February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form

KKH

City and County Attorney

RESOLUTION NO. 2025-50

A Resolution Approving the First Amendment to a Construction Agreement with AD Miller Services, Inc. for the Norm Smith Service Center Remodel Project

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

Section 1.

The First Amendment to the Construction Agreement by and between the City and County of Broomfield and A.D. Miller Services, Inc. for the Norman Smith Service Center Remodel, adding the amount of \$895,746, for a new total not to exceed the amount of \$3,387,733.58, is hereby approved.

Section 2.

The Mayor or Mayor Pro Tem is authorized to sign the Amendment and the Office of the City and County Clerk to attest the Amendment, in a 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 the aggregate amount not to exceed ten percent of the contract value.

Section 4.

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

Approved on February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form

KKH

City and County Attorney

SECOND AMENDMENT TO CONSULTING AGREEMENT BY AND BETWEEN
THE CITY AND COUNTY OF BROOMFIELD AND SHORT ELLIOTT HENDRICKSON,
INC. FOR THE NORMAN SMITH SERVICE CENTER REMODEL PROJECT

1. PARTIES. The parties to this Second Amendment are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Short Elliot Hendrickson, Inc. a Colorado Corporation (the “Consultant”), collectively, the “Parties”, individually, the “Party”.
2. RECITALS. The recitals to this Second Amendment are incorporated herein by this reference as though fully set forth in the body of this Second Amendment.
 - 2.1 The Parties entered into a Consulting Agreement dated December 13, 2021 (Agreement), in which the Consultant agreed to provide consulting services for the Norman Smith Service Center Remodel Project.
 - 2.2 The parties to this Second Amendment desire to amend paragraph 3.1(b) Basic Services, and paragraph 3.4(a) Billing, of the Agreement relating to the scope of work, project schedule, and fee. Exhibit A is the increase in the scope of services with a not-to-exceed fee and scope of services.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Paragraph 3.1(b), Basic Services, of the Agreement is hereby amended to add the following: The Consultant shall perform duties in Exhibit A.
 - 3.2. Paragraph 3.4(b), Billing, of the Agreement is hereby amended to read as follows: Consultant shall bill the City monthly for the work done in accordance with the terms and conditions of this Agreement, Exhibit A, using the pay request form provided by the City. The total amount shall not exceed \$275,684.09 including reimbursables.
4. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

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

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

Mayor

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

Short Elliott Hendrickson, Inc.
a Minnesota Corporation



By: Rob Ekstrom AIA

Title: Principal



Building a Better World
for All of Us®

Exhibit A

January 23, 2025

RE: City and County of Broomfield
Norman Smith Service Center Remodel
Additional Services Request #2

Mr. Ed Thompson
City and County of Broomfield
CIP Project Manager

Dear Ed:

Please see attached SEH's proposal for requested additional services regarding improvements to the Norman Smith Service Center Remodel.

Scope of Additional Services

The basic scope of services are as listed and summarized generally as follows:

1. Demand metering required by building department and existing building code to ensure existing meters that are being re-purposed are not exceeding capacity. This was an unforeseen additional service to not knowing the exact number of panels and specific panels needed to be metered at the time of our initial proposal. This includes metering company fee and electrical engineering hours to process the data.
2. It has been requested to provide enhanced construction administration services throughout the duration of the construction of the project. This will include the following:
 - a. Weekly OAC meeting attendance.
 - b. Bi-weekly observation reports provided to CCoB, with detailed on-going punch list items as necessary.
3. Due to fire suppression delegated design taking the General Contractor's team longer than expected, the contractor has extended the schedule and additional 12 weeks. Additional services have been included for this extension.
4. Due to existing conditions it has been discussed to relocate and mount the AHUs on the roof instead of the mezzanine level, as was originally requested and designed. Broomfield initially preferred to avoid using the roof due to concerns about maintenance access.
5. Request for the removal of existing shaft walls on mezzanine level which will include additional structural engineering for the slab infill. Refer to RFI #21.

Mr. Ed Thompson
Norman Smith Service Center Additional Services Request #2
January 23, 2025
Page 2

Fee Proposal for Additional Services

Original Fee:	\$143,639.09
Additional Service #1:	\$47,493.00
Additional Service #2:	
1. Demand Metering:	\$8,852
2. Enhanced CA:	\$40,000
3. Schedule Extension:	\$26,000
4. AHU Changes:	\$8,000
5. Floor Infill:	\$1,700
Total Revised Fee:	\$275,684.09

Please contact Rob Ekstrom at 720.540.6833; rekstrom@sehinc.com or Alex Jauch at 720.540.6812; ajauch@sehinc.com with any questions about this proposal.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Rob Ekstrom, AIA
Principal



Alex Jauch, AIA
Project Manager / Architect

FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT FOR THE NORMAN SMITH SERVICE
CENTER REMODEL PROJECT BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND
A.D. MILLER SERVICES, INC.

1. PARTIES. The parties to this First Amendment to Construction Agreement for the Norman Smith Service Center Remodel Project (this “Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and A.D. Miller Services, Inc. (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this Amendment are incorporated herein by this reference as though fully set forth in the body of this Amendment.
 - 2.1. The Parties entered into a Construction Agreement for the Norman Smith Service Center Remodel Project, dated October, 1, 2024 (the “Agreement”).
 - 2.2. The Parties have previously agreed to Change Order #1 which was approved by the City Manager for old furniture removal, concrete flooring finishes, access controls, door hardware changes, data connections, roof metal copping replacement, exterior painting, and lighting upgrades, in the amount of \$208,419.
 - 2.3. The Parties to this First Amendment desire to amend the Agreement to revise the scope of the services and extend the term of the Agreement.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Section 3.1 of the Agreement is hereby amended to add the following: The Contractor shall complete and timely perform the additional scope of work, including various building, plumbing and mechanical system upgrades, sprinkler system replacement and fuel site upgrades as described in Exhibit A-1 (attached hereto and incorporated by this reference) (the “Additional Services”).
 - 3.2. Section 4 of the Agreement is hereby amended to extend the Contract Time until September 12, 2025 (the “Completion Date”).
 - 3.3. Section 6, Price and Payment, of the Agreement is hereby amended to increase the Contract Price as follows: Unless extra services are approved in writing, the amount paid by the City to the Contractor under this First Amendment for all of the Additional Services shall be increased by \$895,746 for a new total not to exceed the amount of \$3,387,735 (the “Contract Price”).
4. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

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

This Amendment 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

ATTEST:

City and County Clerk

APPROVED AS TO FORM:

City and County Attorney

CONTRACTOR:

A.D. Miller Services, Inc.

By:  _____

Name: *Just Outback*

Address: *7006 S Alton Way
Bldg. E, Suite 100
Centennial, CO 80112*

Exhibit A-1

Additional Services

See attached.

A. D. Miller

Building on Higher Ground

7006 S ALTON WAY, BLDG. E, SUITE 100 CENTENNIAL, CO 80112 TEL: (303) 221-7770 FAX: (303) 221-7774

PROJECT PROPOSAL

TO: **Norm Smith Tank Removal**
 3001 W 124TH AVE BROOMFIELD
 COLORADO 80020
 ATTN: Ed Thompson

DATE: 1/23/25 V2 JOB NO: 24059
 PROJ: **Norm Smith Tank Removal**
 Adr: 3001 W 124TH AVE BROOMFIELD
 COLORADO 80020

A. D. Miller Services, Inc. is pleased to present to you the following project pricing based on the following :
Updated project drawings (Jan 2025) and scope of work (SEH) & City of Broomfield

Div #	Division Description	Amount
01	General Conditions	\$ 40,335.58
02	Existing Conditions	61,400.00
03	Concrete	22,100.00
05	Steel	8,000.00
21	Fire Suppression	-
26	Electrical	88,185.00
31	Earthwork	29,870.00
32	Exterior Improvements	66,996.00
33	Utilities/ Tank	247,840.00
SUBTOTAL:		564,726.58
Building Permit & Fees (By Owner)		
	Insurance	8,470.90
A.D. Miller OH&P		42,354.49
Builders Risk		
Performance and Payment Bond Fee		9,233.28
Contractor's Contingency		
TOTAL CONSTRUCTION COST:		\$ 624,785.26

Div #	Division Description	Amount
-------	----------------------	--------

~~ALTERNATES:~~

ALT 1) Removal of Oil Tank. Includes Soil Investigation, Back Fill of surface.	ADD \$	39,980.00
ALT 2) Repair Leaks @ Canopy and replace eight (8x) canopy lights.	ADD \$	28,583.00
ALT 3) Provide one (1) - 2,000 gallon temporary diesel tank for one (1) month.	ADD \$	750.00

CLARIFICATIONS:

- 1) Cost based on Contract AIA A101 and A201 General Conditions. GMP contract can be provided upon request.
- 2) Bid excludes winter / weather conditions. Costing based on allowance for concrete/ asphalt area.
- 3) Proposal includes Worker Comp and Liability Insurance. Builders Risk and Performance Bond is excluded.
- 4) Allowances as specified and noted in the schedule of values documents.
- 5) All municipal, utility company and tap fees, permit and use tax, if applicable, are the responsibility of the owner. ADM to assist in permitting process. Coordination of all Construction Permit requirements.
- 6) The cost of third party engineering, inspections and testing are the responsibility of the owner. Comcast, Century Link and Xcel (Gas/Electric) connection costs by Owner. ADM to process paperwork and coordinate.
- 7) Bid excludes builders risk and project contingency. Excludes any and all abatement or environmental.
- 8) Bid excludes hard rock excavation and dewatering. Should AD Miller encounter hard rock or water during earthwork additional costs to be negotiated through change order process. Excludes soil/ subsurface abatement and pest removal.
- 9) Proposal does not include any concrete / helical / structural piers or caissons. Assumes standard Grey concrete with industry best practices.
- 10) Please note: Proposal assumes on site soil is suitable for structural fill, and has assumed minimal export of material.
- 11) This proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Manufacturers and production facilities are feeling the impacts of decreasing international imports, health and safety concerns and economic impacts to their businesses. As a result, manufacturing production may be impacted. Therefore, lead times and production may be extended without warning and pricing may be affected. Known projects with critical completion schedules should be coordinated.

SCOPE OF WORK:

Tank Installation – One 16,000-gallon (spilt 10k diesel/6k unleaded) UL-2085 AST will be installed. The tank will be equipped with: • Emergency venting • Atmospheric venting • Interstitial leak gauge • 3/4 HP submersible turbine pumps (STPs) • Solenoid valves • Line leak detection • 15-Gallon remote fills • Clock tank gauges with overflow alarms • Veeder-Root TLS-450 • Overflow valve

Piping – Two-inch double-wall fiberglass piping will be installed underground from the transition sump at the AST to the two dispenser underground containment sumps (UDCs). Two-inch single-wall steel pipe will be installed from the turbine pumps at the AST to the transition sump. The product piping will be equipped with 2 Aboveground Storage Tank (AST) Installation City & County of Broomfield anti-syphon solenoid valves, pressure relief valves and mechanical leak detectors.

Fuel Dispensers – The existing two (2) Gasboy dual hose, single product dispensers will be reset onto new under dispenser containment sumps. **Fuel Management Unit FMU** – One new FuelMaster will be set on the island. ADM will provide the FMU, startup and will provide the electrical work. **Automatic Tank Gauge (ATG)** – One Veeder-Root TLS-450 tank monitor with two tank probes, one interstitial sensor and three sump sensors will be installed. **Remote Fill** – One Morrison 15-gallon remote spill container will be installed with three-inch steel piping for filling the unleaded and diesel products with one-two-inch stage one vapor recovery line will be installed next to the remote spill container. **Electrical Work** – Installation of conduit and wiring for the pumps, dispensers, solenoid valves, automatic tank gauge and eight canopy lights (see ALT) will be connected to the new 50-amp electrical panel located just west of the AST.

To: Norm Smith Tank Removal
 Adr: 3001 W 124TH AVE
 Attn: City of Broomfield

PROJECT S.F. -
 Project: Norm Smith Tank Removal
 Adr: 3001 W 124TH AVE
 BROOMFIELD, COLORADO
 Proj No: 24059

SCHEDULE OF VALUES

Description	Quantity	Unit	Unit Price	Total	Division Total	Notes
01 GENERAL CONDITIONS						
General Condition 00700	1	LS	40,335.58	40,335.58		
Subtotal DIV 01	CCT				40,335.58	
02 EXISTING CONDITIONS						
Engineering 01-0500	1	LS	8,500.00	8,500.00		<i>Structural Engineering Site and Construction Survey Reporting & Assessment Disposal Site Demolition Excluded Excluded</i>
Surveying 01-0510	1	LS	4,800.00	4,800.00		
Environmental Assessment 02-0000	1	LS	13,900.00	13,900.00		
Fluid Removal 02-3000	1	LS	4,430.00	4,430.00		
Selective Demolition 02-4113	1	LS	29,770.00	29,770.00		
Site Remediation 02-5000	1	LS	-	-		
Contaminated Site Material Removal 02-6000	1	LS	-	-		
Subtotal DIV 02	CCT				61,400.00	
03 CONCRETE						
Concrete Complete 03-0000	1	LS	18,300.00	18,300.00		<i>Pad Concrete & Structural Saw Cutting</i>
Concrete Cutting and Boring 03-5300	1	LS	3,800.00	3,800.00		
Subtotal DIV 03	CCT				22,100.00	
04 MASONRY						
Subtotal DIV 04	CCT					
05 STRUCTURAL STEEL						
Metals 05-0000	1	LS	8,000.00	8,000.00		<i>Bollards and Other Metals</i>
Subtotal DIV 05	CCT				8,000.00	
21 FIRE SUPPRESSION						<i>Excluded</i>
Subtotal DIV 21	CCT					
22 PLUMBING						
Subtotal DIV 22	CCT					
23 HVAC						
Subtotal OTHER 23						
26 ELECTRICAL						
Electrical For Fueling System 26-0000	1	LS	54,520.00	54,520.00		<i>See scope of work Provide and install a 100A Nema 3R panel at tank reno location per drawing fed from panel LDP. Provide and install (2) 2" conduits from the utility bay to the tank location.</i>
Electrical Trenching / Power to System 26-XXXX	1	LS	33,665.00	33,665.00		
Subtotal DIV 26	CCT				88,185.00	
27 COMMUNICATIONS						<i>Excludes LV Cabling</i>
Subtotal DIV 27	CCT					
28 ELECTRONIC SAFETY & SECURITY						<i>Excludes Fire Alarm</i>
Subtotal DIV 28	CCT					
31 EARTHWORK						
Earthwork 31-0000	1	LS	18,110.00	18,110.00		<i>Excluded Allowance</i>
Back Fill 31-1000	1	LS	10,560.00	10,560.00		
Dewatering 31-2319	1	LS	-	-		
Erosion Control 31-8000	1	LS	1,200.00	1,200.00		
Subtotal DIV 31	CCT				29,870.00	
32 EXTERIOR IMPROVEMENTS						
Concrete Complete 32-1000	1	LS	52,236.00	52,236.00		<i>Concrete Installation (Allowances @ \$18 PSF) Allowance Pavement Markings and Signage</i>
Resurface 32-1001	1	LS	11,890.00	11,890.00		
Stripping & Signage 32-1800	1	LS	2,870.00	2,870.00		
Subtotal DIV 32	CCT				66,996.00	

Description		Quantity	Unit	Unit Price	Total	Division Total	Notes
33 UTILITIES							
Utilities	33-0000	1	LS	49,484.00	49,484.00		<i>Underground Piping System Installation of the 16,000 gallon AST</i>
Tank Removal and Replacement	33-5000	1	LS	198,356.00	198,356.00		
	Subtotal DIV 33					247,840.00	
TOTAL ALL DIVISIONS						564,726.58	
BUILDING PERMIT & FEES							<i>All Permitting and Fees by Owner</i>
	No						
Building Permit		1	LS				
Plan Check		1	LS				
Fire Dept		1	LS				
Use Tax		1	LS				
Total Permits							
CONSTRUCTION SUBTOTAL						564,726.58	
				ADM Profit:	7.50%	42,354.49	
				Builder's Risk Ins	0.00%	-	
				ADM Liability Insurance	1.50%	8,470.90	<i>Cost Per Square Foot</i>
CONSTRUCTION BASE PRICE						615,551.98	
				Bond Fee	1.50%	9,233.28	
				Contingency	0.00%	-	<i>Cost Per Square Foot</i>
TOTAL CONSTRUCTION COST						624,785.26	

A.D. Miller Services, Inc.
7006 S Alton Way Building E - 100
Centennial, Colorado 80112

Project: 2459 - Norman Smith Service Center Remodel
3001 W 124th Ave
Broomfield, Colorado 80020

Prime Contract Potential Change Order #015: Fire Sprinkler

TO:	City and County of Broomfield One Descombes Drive Broomfield, Colorado 80020	FROM:	A.D. Miller Services, Inc. 7006 S. Alton Way E100 Centennial, Colorado 80112
PCO NUMBER/REVISION:	015 / 0	CONTRACT:	1 - Norman Smith Service Center Remodel
REQUEST RECEIVED FROM:	Josh Duhrkopf (A.D. Miller Services, Inc.)	CREATED BY:	MeLissa Frazier (A.D. Miller Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	12/20/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:	0 days	SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$113,880.00

POTENTIAL CHANGE ORDER TITLE: Fire Sprinkler

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

ATTACHMENTS:

#	Budget Code	Description	Amount
1	21-0000.S Fire Supression.Commitment	To get started on design/flow tests	\$7,500.00
2	21-0000.S Fire Supression.Commitment	Additional scope of work	\$90,000.00
3	00-6000.S Bonds & Certificates.Commitment	Bond	\$1,365.00
4	00-7000.S General Conditions.Commitment	OH	\$6,825.00
5	17-0000.S AD Miller Fee.Commitment	Fee	\$6,825.00
6	17-6000.S Liability Insurance.Commitment	Insurance	\$1,365.00
Grand Total:			\$113,880.00

City and County of Broomfield
One Descombes Drive
Broomfield, Colorado 80020

A.D. Miller Services, Inc.
7006 S. Alton Way E100
Centennial, Colorado 80112

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Fire Protection, Inc.

**B & K FIRE PROTECTION, INC.
FIRE SPRINKLER BID PROPOSAL**

Date: 12/20/2024

BID #: 24265 Change Order #1

Project: Norman Smith Service Center Remodel 3001 W. 124th Ave. Broomfield, CO 80020

Trade: Fire Sprinkler System

To: A.D. Miller Services, Inc.

Attn: Josh Duhrkopf

BID BY: BEN GROSS – Ben@bkfireprotection.com

Amount: \$97,500.00

PRICE VALID FOR 60 DAYS

\$7,500 to get started on design/flow tests

Inclusions:

- Demo existing fire sprinkler system in rooms 127,128,129,130,131,132,132B,133,134,136,137,138 and 139. To accommodate ceiling height and new HVAC
- Reinstall new fire sprinkler system in rooms where existing system was demoed. Coordinate with HVAC and ceilings on install.

Exclusions:

1. "Off Hours" Work
2. Fire extinguishers, fire hose valves and cabinets
3. Center of ceiling tile sprinkler head placement for heads not addressed for code purposes
4. Any and all base building sprinkler system upgrades but not limited to hangers, heads, piping and fire pump if hydraulically insufficient or out of date
5. Pre-action/special hazard system or chemical-type fire suppression system
6. Knox-Box keys and devices
7. New concealed sprinkler heads and plates
8. Responsibility for outdated and/or inadequate building fire pump or pressure valve certification
9. Limits of Insurance for liability more than \$6 Million per occurrence, \$7 Million Aggregate
10. Payment and performance bonds
11. Fabricating from loading dock
12. Relocating branch lines/fire mains
13. Job site trash removal
14. Fire watch
15. Temporary fire protection
16. All electrical work
17. Changing/testing of outdated fire sprinkler heads



Fire Protection, Inc.

**B & K FIRE PROTECTION, INC.
FIRE SPRINKLER BID PROPOSAL**

Date: 12/20/2024

BID #: 24265 Change Order #1

Project: Norman Smith Service Center Remodel 3001 W. 124th Ave. Broomfield, CO 80020

Trade: Fire Sprinkler System

To: A.D. Miller Services, Inc.

Attn: Josh Duhrkopf

BID BY: BEN GROSS – Ben@bkfireprotection.com

Amount: \$97,500.00

PRICE VALID FOR 60 DAYS

General Terms and Conditions:

1. B & K Fire Protection, Inc. is responsible for the new work only and cannot ensure the operational condition of the existing fire protection system and, therefore, is not responsible for it. The purchaser assumes full responsibility for the condition of existing equipment and for any water or other damage resulting directly or indirectly from such condition of the application of test or flushing pressures. Any test required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.
2. This bid proposal is based only upon the work described and any additional work required will be done as a change order to this agreement.
3. To the fullest extent of the law, purchaser agrees to indemnify, hold harmless and defend B & K Fire Protection, Inc. from and all against all claims, demands, actions, causes of action, costs, expenses and attorney fees arising out of or in connection with any and all injuries, including death, to any person or persons, and any and all damages to or loss of any property (whether belonging to purchases or third party), and any and all other damages recognized at law or in equity, to the extent caused by or resulting from in who or in part, any acts or omissions of purchaser or any of purchaser's agents, servants, employees, subcontractors, or customers.
4. The purchaser is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.

Invoice Terms and Conditions:

1. All invoices (partial, progress, final) are due upon receipt.
2. Partial/Progress invoicing to be applied to bid proposal amount at the discretion of B & K Fire Protection, Inc.



Fire Protection, Inc.

**B & K FIRE PROTECTION, INC.
FIRE SPRINKLER BID PROPOSAL**

Date: 12/20/2024

BID #: 24265 Change Order #1

Project: Norman Smith Service Center Remodel 3001 W. 124th Ave. Broomfield, CO 80020

Trade: Fire Sprinkler System

To: A.D. Miller Services, Inc.

Attn: Josh Duhrkopf

BID BY: BEN GROSS – Ben@bkfireprotection.com

Amount: \$97,500.00

PRICE VALID FOR 60 DAYS

Thank you for the opportunity of submitting this bid proposal.

Respectfully submitted,

Ben Gross

ACCEPTANCE OF BID PROPOSAL

I hereby authorize B & K Fire Protection, Inc. to complete the above requested project per bid specifications. I understand and agree to pay for this work per B & K Fire Protection, Inc.'s Invoice Terms and Conditions listed in Bid Proposal. Should I fail to pay as agreed, I will become obligated to pay late charges in the amount of 1 ½ % per month on the unpaid balance. I further agree that in the event legal proceedings are instituted to collect the unpaid balance, I will pay all costs incurred in connection with said proceedings, including a reasonable attorney's fee.

Signature: _____

Print Name: _____

Title: _____

Date: _____

A.D. Miller Services, Inc.
7006 S Alton Way Building E - 100
Centennial, Colorado 80112

Project: 2459 - Norman Smith Service Center Remodel
3001 W 124th Ave
Broomfield, Colorado 80020

Prime Contract Potential Change Order #019: ASI#1

TO:	City and County of Broomfield One Descombes Drive Broomfield, Colorado 80020	FROM:	A.D. Miller Services, Inc. 7006 S. Alton Way E100 Centennial, Colorado 80112
PCO NUMBER/REVISION:	019 / 0	CONTRACT:	1 - Norman Smith Service Center Remodel
REQUEST RECEIVED FROM:	Josh Duhrkopf (A.D. Miller Services, Inc.)	CREATED BY:	MeLissa Frazier (A.D. Miller Services, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	1/13/2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	120 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$157,079.84

POTENTIAL CHANGE ORDER TITLE: ASI#1

CHANGE REASON: ASI

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

ATTACHMENTS:

#	Budget Code	Description	Amount
1	05-0000.S Fabricated Steel.Commitment	Steel	\$1,590.00
2	08-1000.S Doors and Frames.Commitment	Doors/Hardware	\$378.56
3	22-0000.S Plumbing.Commitment	Plumbing	\$24,980.00
4	22-0000.S Plumbing.Commitment	Plumbing	\$1,760.00
5	22-0000.S Plumbing.Commitment	Plumbing	\$2,618.04
6	23-0000.S HVAC.Commitment	HVAC	\$38,767.00
7	26-0000.S Electrical.Commitment	Electrical	\$12,667.00
8	00-7000.S General Conditions.Commitment	12 weeks @ \$5,313.27/week	\$61,575.24
9	00-6000.S Bonds & Certificates.Commitment	Bond	\$5,793.00
10	17-0000.S AD Miller Fee.Commitment	Fee	\$1,158.00
11	17-6000.S Liability Insurance.Commitment	Insurance	\$5,793.00
Grand Total:			\$157,079.84

City and County of Broomfield
One Descombes Drive
Broomfield, Colorado 80020

A.D. Miller Services, Inc.
7006 S. Alton Way E100
Centennial, Colorado 80112

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

*****CHANGE ORDER #001 PROPOSAL *****
Norman Smith Service Center Renovation
3001 W 124th Ave Broomfield, CO 80020

December 17, 2024

Attention: Josh Duhrkopf

We hereby propose to furnish labor and materials for Change Order 001 at Norman Smith Service Center Reno in accordance with ASI 01 drawings dated 12/11/24 by SEH and as modified below, for the stipulated amount of:

***** \$1,590.00 *****

The undersigned owner shall pay Subcontractor for the performance of described work, subject to the terms and conditions below, and additions or deductions by an additional change order. The change order amount is for a stipulated sum and may not be adjusted without another written change order.

Scope of work to include:

1. Additional Labor and Materials for ASI 1 changes. \$ 1,590.00

TOTAL CHANGE ORDER #001 AMOUNT \$ 1,590.00

EXCLUSIONS:

Work not listed above. Revisions by governing authorities. Design, Engineering, Drawings, and Calculations. Cost of Bond and Permit Fees. Certified Payroll. Dumpsters. Additional Insurance Coverage beyond Standard Policy. Wood Framing, Backing, Blocking, and Plywood not listed above. All Thermal Insulation not listed above. Primers and sealers. Weather protection. Weather delays. Vandalism. Excludes all premium time (weekends, holidays, and night's), and Job Phasing.

This proposal is subject to change if not accepted within thirty (30) days of the date hereon.

Acceptance _____ Title _____ Date _____

Steele Construction Corp. _____ Title _____ Date _____

Change Order



DOORWAYS DOORWAY DOORWAYS
of Wyoming Solutions Security
INTEGRATION

5151 Bannock Street #17 Denver, CO 80216-1846
(303) 291-0900 Fax (303) 291-0113
www.doorwaysinc.com

Confirming Change Order # 004

To: A. D. Miller Services, Inc. c/o Norman Smith Service Center Broomfield, CO Attn: Josh Duhrkopf	Date: December 13, 2024 Customer Job#: CDI Job#: 24467G Change Order#: 004 Re: ASI #01
---	---

Page 1 of 1

DESCRIPTION OF CHANGE OR MODIFICATION

ASI #01 Received on 12/12

Opening 128A
- Qty. (1) 9-336 Norton Rixson Overhead Stop 9-336 630 Finish

SubTotal	\$364.00
Tax Rate: 4.00%	\$14.56
Labor:	\$0.00
Change Order Total	\$378.56

NOTE: PER YOUR INSTRUCTIONS, THE ABOVE CHANGES HAVE BEEN IMPLEMENTED.
 If your accounting department requires field authorization numbers or purchase order numbers to approve payment, that number must accompany the signed change order.

ALL TERMS AND GENERAL CONDITIONS FROM THE ORIGINAL CONTRACT APPLY TO THIS CHANGE ORDER.

PLEASE RETURN ONE SIGNED COPY TO COLORADO DOORWAYS, INC. THANK YOU.

Equal Employment Opportunity Clause
(Incorporated by Reference)

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam Era, set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers, set forth in CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this change order. By accepting this change order, customer certifies that it complies with the authorities cited above and does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8

Accepted By: _____
Date: _____

Submitted By: Stephanie Downey

SURFACE MOUNT

CHECKMATE® STOPS AND HOLDERS

9 SERIES

Application

Interior or exterior doors
 Doors are single acting
 Non-handed
 Recommended for high traffic, heavy abuse installations

Features

Heavy-duty
 Slide track design
 Heavy shock absorber spring provides 5-7° compression before deadstop
 LS option omits spring for special application
 On/off knob on hold open models
 Stop, friction stay or hold open function
 Complete screw packet with thru-bolts for door, wood and machine screws for frame
 Torx® screws optional for security applications
 Durable slider cam and shock block
 110° maximum opening
 1-3/4" minimum door thickness
 1-3/16" square channel
 For pull side mounting or flush mounting on push side or for rabbeted push side use angle jamb bracket adapter 5458-LH or 5459-RH
 Hanging means other than standard butts or offset pivots require special templating

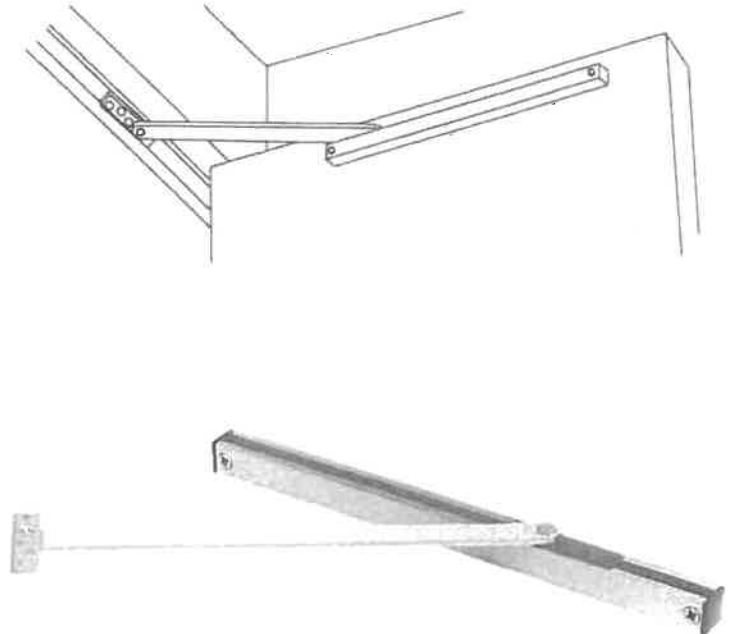
Compliance

ANSI/BHMA A156.8, Grade 1 Certified (Hold Open, Stop Models)
 Stop function UL listed for fire door assemblies

Door Opening Chart (in inches)

Butts Offset Pivots	Center Hung Pivots	Model Number		
		Friction	H.O.	Stop
*24 - 28	25-1/2 - 30	9-116	9-126	9-136
28-1/16 - 33	30-1/16 - 36	9-216	9-226	9-236
33-1/16 - 38	36-1/16 - 41	9-316	9-326	9-336
38-1/16 - 43	41-1/16 - 46	9-416	9-426	9-436
43-1/16 - 48	46-1/16 - 50	9-516	9-526	9-536

*Butt hung only on this size door. No swing clear hinges.



Finishes

ANSI/BHMA (US)	Description
613E (US10BE)	Dark oxidized satin bronze - equiv.
629 (US32)	Bright stainless steel
630 (US32D)	Satin stainless steel
631 (US19)	Flat black
632 (US3)	Bright brass plated, clear coated
633 (US4)	Satin brass plated, clear coated
637 (US9)	Bright bronze plated, clear coated
639 (US10)	Satin bronze plated, clear coated
645 (US14)	Bright nickel plated, clear coated
646 (US15)	Satin nickel plated, clear coated
652 (US26D)	Satin chromium plated
689 (US28)	Aluminum, painted
690 (US20)	Dark bronze, painted
691 (US10)	Light bronze, painted
696 (US4)	Gold, painted
BSP	Black suede powder coat
WSP	White suede powder coat

Walters Mechanical, Inc.

14940 Umpire St.
Brighton, CO 80603
303-655-8120 (O)
Dave Walters 303-944-0646

Estimate

DATE	ESTIMATE #
1/7/2025	01037

NAME / ADDRESS
A.D. Miller 7006 S Alton Wy Unit E #100 Centennial, Co 80122

PROJECT

Norman Smith Broomfi...

DESCRIPTION	TOTAL
	24,980.00
DEMO ASI #01 12/11/24	
P.072 SHUT OFF GAS PURGE THE SYSTEM OF GAS, CAP OF LINES AND RETURN TO SERVICE. LABOR: 2 MEN 6 HRS EA. = 12 HRS 1 MAN 6 HRS @ \$95 PH = \$570.00 1 MAN 6 HRS @ \$110 PH = \$660.00 TOTAL FOR THIS WORK \$1,230.00	
P.111 RF1 -17 ADDING IIS TO ROOM #122 SINK \$4,000.00 WATER PIPE \$1,500 DWV \$3000.00 TOTAL FOR THIS WORK \$8,500.00	
ASI-01 P.113 ADDING GAS PIPE AND TIEING INTO EXISTING LINES 4-FIXTURES TO HOOK UP, WELDER PARTS: \$14,250.00 LABOR: \$1000.00 TOTAL FOR THIS WORK \$15,250.00	
TOTAL FOR ALL THIS WORK \$24,980.00	

This Bid is Only Good for 30 Days!

TOTAL \$ 24,980⁰⁰

Walters Mechanical, Inc.

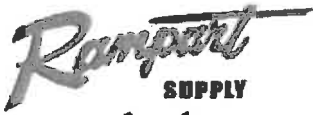
14940 Umpire St.
Brighton, CO 80603
303-655-8120 (O)
Dave Walters 303-944-0646

Date	Invoice #
11/21/2024	2928

Bill To
A.D. Miller 7006 S Alton Wy Unit E #100 Centennial, Co 80122

P.O. No.	Terms	Project
		Norman Smith Broomfield

Quantity	Description	Rate	Amount
	ADDITIONAL WORK THAT WAS NOT ON PLUMBING PLANS ON BID DAY FOR DEMO ON THE MUA GAS AND WATER LINES. LABOR: 2 MEN 8 HRS EA. TO SHUT OFF GAS AND WATER LINES 1 MAN 8 HRS @ \$120 PH = \$960.00 1 MAN 8 HRS @ \$100 PH = \$800.00 TOTAL FOR THIS ADDITIONAL WORK \$1,760.00	1,760.00	1,760.00
All work is complete!		Total	\$1,760.00



Cregger Company #73 - Denver
 285 RIO GRANDE BLVD
 DENVER, CO 80223-1413
 Phone 303-629-6122



Quotation

EXPIRATION DATE	QUOTE NUMBER
09/13/2024	S6426816
Cregger Company #73 - Denver 285 RIO GRANDE BLVD DENVER, CO 80223-1413 Phone 303-629-6122	
PAGE NO.	
1 of 5	

QUOTE TO:

SHIP TO:

RAMPART COMMERCIAL QUOTES
 QUOTATIONS ONLY
 COLORADO SPRINGS, CO 80909

RAMPART COMM QUOTES
 NORMAN SMITH SERVICE CENTER
 3001 W 124TH AVE
 BROOMFIELD, CO 80020-3300

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
54159	NORMAN SMITH SERVICE	CITY & COUNTY OF	HOUSE ACCOUNT	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
FRANK UMU - 73		Cash On Delivery	07/18/2024	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	***** QUOTE GOOD FOR 45 DAYS ***** PLAN PAGE(S): P601 DATE: 08/01/2024 STAGE: ADDENDUM #3 ----- DUE TO THE CONTINUED MARKET VOLATILITY, IN BOTH PRICING AND LEAD TIMES, QUOTED PRICING SHOWN IS SUBJECT TO PRICING IN AFFECT AT TIME OF SHIPMENT ----- NO SPECIFICATIONS PROVIDED SUBJECT TO ENGINEER APPROVAL -----			

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
09/13/2024	S6426816	2 of 5

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	***** L-1 LAVATORY *****		
	SCHEDULED LAV MODEL NOT GOOD ALTERNATE, SUBJECT TO APPROVAL ----- -----		
1ea	KOH-K-2210-0 KOHLER CAXTON 17X14" ID UNDERMOUNT OVAL LAV WHITE 19.25X16.25" OD Pn: 39683	98.210/ea	98.21
1ea	KOH-K-15265-4NDRA-CP CORALAIS WIDESPREAD LAV FAUCET (15265-4NDRA-CP) Pn: 327321	206.220/ea	206.22
1ea	DEA-760W-1 1-1/4" CP ADA GRID DRAIN W/ OFFSET FOR WHEELCHAIR ACCESSIBILITY Pn: 147263	28.880/ea	28.88
1ea	DEA-507-1 1-1/4" X 12" SEMI-CAST P-TRAP W/ CO WCO 17GA W/ DEEP FLG & BRASS NUTS Pn: 147258	28.800/ea	28.80
2ea	BRA-1-20A C 38X200CPLAVRSR 3/8" OD X 20" CP LAV/ SINK RISER TUBE Pn: 730017	5.630/ea	11.26
2ea	BRA-KTSCR19XC 1/4 TURN LSKEY ANG1/2NOMCOMPX3/8OD COMP Pn: 494045	19.130/ea	38.26
2ea	OAT-1119D1 5/8" OD CAST BR ESC W/ SET SCREW Pn: 692994	7.520/ea	15.04
1ea	IPS-82193 WHT TRAP & SUPPLY COVER (TRUEBRO 102EZ) X4333WH Pn: 26778	41.220/ea	41.22
	L-1 Subtotal -----		467.89
	***** L-2 - LAVATORY *****		

** Continued on Next Page **



division of CREGGER COMPANY INC.



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
09/13/2024	S6426816	3 of 5

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	----- SCHEDULED LAV MODEL NOT GOOD ALTERNATE, SUBJECT TO APPROVAL ----- NO FAUCET SCHEDULED, NO QUOTE ----- .		
1ea	KOH-K-77767-8-0 KOHLER MODERNLIFE WM BATHROOM SINK K-77767-8-0 Pn: 469136	177.820/ea	177.82
1ea	KOH-K-15265-4NDRA-CP CORALAIS WIDESPREAD LAV FAUCET (15265-4NDRA-CP) Pn: 327321	206.220/ea	206.22
1ea	DEA-760W-1 1-1/4" CP ADA GRID DRAIN W/ OFFSET FOR WHEELCHAIR ACCESSIBILITY Pn: 147263	28.880/ea	28.88
1ea	DEA-507-1 1-1/4" X 12" SEMI-CAST P-TRAP W/ CO WCO 17GA W/ DEEP FLG & BRASS NUTS Pn: 147258	28.800/ea	28.80
2ea	BRA-1-20A C 38X200CPLAVRSR 3/8" OD X 20" CP LAV/ SINK RISER TUBE Pn: 730017	5.630/ea	11.26
2ea	BRA-KTSCR19XC 1/4 TURN LSKEY ANG1/2NOMCOMPX3/8OD COMP Pn: 494045	19.130/ea	38.26
2ea	OAT-1119D1 5/8" OD CAST BR ESC W/ SET SCREW Pn: 692994	7.520/ea	15.04
1ea	IPS-82193 WHT TRAP & SUPPLY COVER (TRUEBRO 102EZ) X4333WH Pn: 26778	41.220/ea	41.22
	L-2 Subtotal -----		547.50
	***** KS-1 SINK ***** ----- ----- INSINKERATOR MODEL 900 IS		

** Continued on Next Page **



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
09/13/2024	S6426816	4 of 5

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	DISCONTINUED; MODEL QUOTED IS SUBJECT TO APPROVAL		
1ea	ELK-LR33222 2 HOLE SS GOURMET LUSTERTONE TOP MOUNT SINK 18 GUAGE Pn: 253499	774.740/ea	774.74
1ea	ELK-LK99 ELKAY LK-99 DELUXE DRAIN TYPE 304 STAINLESS STEEL STRAINER Pn: 30108	91.260/ea	91.26
1ea	KOH-K-597-CP SIMPLICE PULL DOWN IN CHROME WITH 15 3/8 SPOUT REACH Pn: 229776	244.900/ea	244.90
1ea	INS-BADGER5XPWC 5XPWC BADGER W/CORD 3/4HP 115V Pn: 385836	194.810/ea	194.81
1ea	DEA-100-20-1 1-1/2" X 13" CP DISP KIT 20GA Pn: 691078	40.850/ea	40.85
1ea	DEA-510-1 1-1/2" X 12" SEMI-CAST P-TRAP W/ CO.WCO 17GA W/ DEEP FLG & BRASS NUTS Pn: 147259	34.430/ea	34.43
2ea	BRA-1-20A C 38X200CPLAVRSR 3/8" OD X 20" CP LAV/ SINK RISER TUBE Pn: 730017	5.630/ea	11.26
2ea	BRA-KTSCR19XC 1/4 TURN LSKEY ANG1/2NOMCOMPX3/8OD COMP Pn: 494045	19.130/ea	38.26
2ea	OAT-1119D1 5/8" OD CAST BR ESC W/ SET SCREW Pn: 692994	7.520/ea	15.04
	KS-1 Subtotal -----		1445.55
	***** DW-1 - DISH WASHER SUPPLY BOX *****		
	----- NO MODEL NUMBER PROVIDED; QUOTED MODEL IS SUBJECT TO APPROVAL -----		

** Continued on Next Page **



division of CREGGER COMPANY INC



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
09/13/2024	S6426816	5 of 5

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	OAT37904 OATEY MODA TOILET BOX 1/4 TURN PUSH CON L/ HMR37904 Pn: 695661	22.050/ea	22.05
	DW-1 Subtotal -----		22.05

WB-1 - WASHING MACHINE SUPPLY BOX			

1ea	OAT-38540 COP X MIP WMOB W/ ARRESTOR Pn: 11146	60.760/ea	60.76
	WB-1 Subtotal -----		60.76

TMV THERMOSTATIC MIX VALVE			

1ea	WAT-0204152 3/8" LEAD FREE THERMOSTATIC MIXING VALVE, ADJUSTABLE 80-120 F, LOW Q VALUE, MODEL LFUSG-B-M3 (OLD 0204143) Pn: 664189	74.290/ea	74.29
	TMV Subtotal -----		74.29

***** TAXES MAY OR MAY NOT BE INCLUDED in this quote *****
 Quotation is valid for 30 days. All items are unit priced (except 1/4" here as otherwise noted). Quoted prices are based upon receipt of total job quantity. Thereafter, additions and deletions may require price changes. Due to fluctuating market conditions and our vendor's imposition of price changes without protection, prices for quoted items will be modified to reflect any increased cost at time of shipment. Buyer's warranties, if applicable, are those provided by manufacturer of product(s) purchased. Seller disclaims all expressed or implied warranties. In no event will seller be responsible or liable for damages directly or indirectly resulting from use of the product(s). Seller is not responsible for delays because of strikes, accidents, or causes beyond our control. Seller does not guarantee that goods herein quoted agree with the plans and specifications of buyer. Returned materials are subject to restocking fees, and manufacturers returned goods policies. Certain items are non-returnable.

Subtotal	2618.04
S&H Charges	0.00
Amount Due	2618.04

ADDITIONAL WORK AUTHORIZATION



1001 E. 64th Avenue
 Denver, CO 80229
 303-797-3920 Fax-303-738-3770

Project Norman Smith		Job # 5167	Date 1/10/2025
Street	City	State	Zip
Customer AD Miller	Contact Josh Duhrkopf	Phone	Email
Existing Contract Number	Date of Existing Contract		

You are authorized to perform the following specifically described additional work:

HVAC changes per ASI #1 including the following: Added EF 1 in the chemical storage area and all associated duct and fittings, provide and install (12) fire smoke dampers with retaining angles, (10) additional manual balance dampers, revised GRD's models and quantities, extensive duct changes throughout the project, added Trane controls for EF 1, additional test and balance for new EF 1.

Please see attached spread sheet for material, labor, sub contractor and vendor pricing breakout.

Please note EC motor is not available for the current EF 1 selection.

ADDITIONAL CHARGE FOR ABOVE WORK: \$38,767.00

Payment will be made as follows: Per Contract

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: _____ Authorizing Signature: _____
(Owner Signs Here)

We hereby agree to furnish labor and materials-complete in accordance with the above specifications, at above stated price.

Authorizing Signature: _____ Date: _____
(Contractor Signs Here)

THIS IS CHANGE ORDER REQUEST NO: M-02

Note: This Revision becomes part of and in conformation with, the existing contract.

CHANGE ORDER SUMMARY

PROJECT NAME: Norm Smith ASI 1

DATE: 1/9/2025

MATERIAL / LABOR DESCRIPTION	MATERIAL COST	LABOR INSTALL MAN HRS.	LABOR FAB. MAN HRS.	RATE PER HOUR \$85.00 X MAN HRS.	TAX ON MAT.	TAX AMOUNT	PROFIT & OVERHEAD AT 10 %	TOTALS
Fabricated duct and fittings	\$ 4,594.00		67.0	\$ 5,695.00		\$ -	\$ 1,028.90	\$ 11,317.90
Trane Controls Add	\$ 1,837.00		0.0	\$ -		\$ -	\$ 183.70	\$ 2,020.70
Air Distribution Changes (CFM)	\$ 13,417.00		0.0	\$ -		\$ -	\$ 1,341.70	\$ 14,758.70
Credit Round Duct w/insulation	\$ 2,173.00		0.0	\$ -		\$ -	\$ (217.30)	\$ (2,390.30)
Added T & B	\$ 450.00			\$ -		\$ -	\$ 45.00	\$ 495.00
Additional field installation		131.0		\$ 11,135.00		\$ -	\$ 1,113.50	\$ 12,248.50
Material handling and delivery	\$ 75.00		2.5	\$ 212.50		\$ -	\$ 28.75	\$ 316.25
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TOTALS	\$18,200.00	131.00	69.50	\$ 17,042.50		\$ -	\$ 3,524.25	\$ 38,766.75



7006 S. ALTON WAY
BLDG. E, SUITE 200
CENTENNIAL, CO 80112
(303) 796-8800
(303) 796-9944 (FAX)

CHANGE ORDER REQUEST #4

January 6, 2025

A.D. Miller Services
7006 S. Alton Way #B-100
Centennial, CO 80112

303.221.7770 (Ofc)
303.221.7774 (Fax)

Attention: Josh Duhrkopf

Location: Norm Smith

We hereby request a contract change order to provide changes per ASI01.

Total material costs	= \$3,491.00
Total labor to install	= \$7,470.00
Total overhead and profit	= \$1,706.00

Total net add: Twelve thousand, six hundred, sixty-seven dollars, even.
\$12,667.00

Respectfully submitted by:

Jesse Wilson

Jesse Wilson
Project Manager

CHANGE NOTICE

Hi-Tech Electric
7006 S Alton Way
#E-200
Centennial, CO 80112

CCN # 4
Date: 1/6/2025
Project Name: Norm Smith
Project Number: Norm Smith
Page Number: 1

Client Address:

Site Address:

A.D. Miller Services, Inc.
Contact: Josh Duhrkopf
7006 S. Alton Way
#E-100
Centennial, CO 80112

Norman Smith Service Center
3001 W 124th Ave
Broomfield, CO 80020

Itemized Breakdown

Description	Qty	ade	Price U	Disc %	nk	Pricecost	Adj %	Net Cost	Adj %	Net Price
3/4" CONDUIT - EMT	110		148.83 C	35.00		0.00	0.000	96.74	0.000	148.83
3/4" CONN SS STL - EMT	2		222.16 C	20.00		0.00	0.000	177.73	0.000	222.16
3/4" COUPLING SS STL - EMT	11		261.08 C	20.00		0.00	0.000	208.86	0.000	261.08
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12		47.78 C	10.00		0.00	0.000	43.00	0.000	47.78
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/16"	1		448.36 C	10.00		0.00	0.000	403.52	0.000	448.36
#10 THHN BLACK	1,331		466.66 M	30.00		0.00	0.000	326.66	0.000	466.66
#12/2C SOLID CABLE MC - STL ARMOR	248		1,092.00 M	30.00		0.00	0.000	764.40	0.000	1,092.00
3/8" CONN SADDLEGRIIP DC FOR FLEX / AC	42		95.55 C	20.00		0.00	0.000	76.44	0.000	95.55
NMC OR MC/AC SUPPORT TO WOOD OR M	7		64.56 C	10.00		0.00	0.000	58.10	0.000	64.56
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28		44.36 C	10.00		0.00	0.000	39.92	0.000	44.36
WIRE CONN YEL	-2		14.39 C	20.00		0.00	0.000	11.51	0.000	14.39
WIRE CONN RED	61		19.36 C	20.00		0.00	0.000	15.49	0.000	19.36
4x 1 1/2" SQ BOX COMB KO	1		1,239.81 C	50.00		0.00	0.000	619.91	0.000	1,239.81
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7		1,654.69 C	50.00		0.00	0.000	827.35	0.000	1,654.69
4" SQ 1G PLSTR RING 5/8" RISE	5		791.33 C	50.00		0.00	0.000	395.67	0.000	791.33
4" SQ 2G PLSTR RING 5/8" RISE	2		1,056.09 C	50.00		0.00	0.000	528.05	0.000	1,056.09
4" SQ BLANK COVER	1		461.05 C	50.00		0.00	0.000	230.53	0.000	461.05
GROUND SCREW W/ INSUL #12 LEAD	7		425.00 C	20.00		0.00	0.000	340.00	0.000	425.00
1/4-20 MACHINE SCREW ANCHOR	13		29.24 C	20.00		0.00	0.000	23.39	0.000	29.24
1/4" THREADED ROD - PLTD	39		101.83 C	20.00		0.00	0.000	81.46	0.000	101.83
#12 SINGLE JACK CHAIN	-6		642.00 M	10.00		0.00	0.000	577.80	0.000	642.00
#11 S-HOOK	-2		17.43 C	10.00		0.00	0.000	15.69	0.000	17.43
1/4-20 HEX NUT - PLTD STL	14		3.14 C	20.00		0.00	0.000	2.51	0.000	3.14
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2		6.24 C	20.00		0.00	0.000	4.99	0.000	6.24
3/16x 3 TGL BOLT SPRING WING P/H	-2		19.91 C	20.00		0.00	0.000	15.93	0.000	19.91
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2		18.60 C	20.00		0.00	0.000	14.88	0.000	18.60
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44		5.37 C	10.00		0.00	0.000	4.83	0.000	5.37
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30		0.00 C	0.00		0.00	0.000	0.00	0.000	0.00
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30		0.00 C	0.00		0.00	0.000	0.00	0.000	0.00
#12 CEILING WIRE	90		0.00 C	0.00		0.00	0.000	0.00	0.000	0.00
1G DUPLEX REC PLATE - PLASTIC IVY	5		58.65 C	20.00		0.00	0.000	46.92	0.000	58.65
2G DUPLEX REC PLATE - PLASTIC IVY	2		163.80 C	20.00		0.00	0.000	131.04	0.000	163.80
20A 125V DUP REC - IVY (SG)	9		2,130.00 C	20.00		0.00	0.000	1,704.00	0.000	2,130.00

ORIGINAL

CHANGE NOTICE

Hi-Tech Electric

7006 S Alton Way
Centennial, CO 80112

Site Address:

Norman Smith Service Center
3001 W 124th Ave
Broomfield, CO 80020
Centennial, CO 80112

CCN # 4
Date: 1/6/2025
Project Name: Norm Smith
Project Number: Norm Smith
Page Number: 2

Description	Qty	U	Price	Disc %	nk	Price	Adj %	Net Cost	Adj %	Net Price
4' STRIP	-1		0.00	E	0.00	0.00	0.000	0.00	0.000	0.00
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15		0.00	E	0.00	0.00	0.000	0.00	0.000	0.00
48" 3500K 86 CRI 32W LAMP - T8	-2		22.81	E	50.00	0.00	0.000	11.41	0.000	22.81
Totals	2,148									

Description	Qty	DB	Labor	Labor U	ab	Adj %	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	110		4.00	4.00 C		0.000	163.71	4.40
3/4" CONN SS STL - EMT	2		12.50	12.50 C		0.000	4.44	0.25
3/4" COUPLING SS STL - EMT	11		5.00	5.00 C		0.000	28.72	0.55
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12		7.13	7.13 C		0.000	5.73	0.86
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/	1		9.75	9.75 C		0.000	4.48	0.10
#10 THHN BLACK	1,331		7.06	7.06 M		0.000	621.12	9.40
#12/2C SOLID CABLE MC - STL ARMOR	248		21.75	21.75 M		0.000	270.82	5.39
3/8" CONN SADDLEGRIP DC FOR FLEX / AC	42		7.50	7.50 C		0.000	40.13	3.15
NMC OR MC/AC SUPPORT TO WOOD OR M	7		6.25	6.25 C		0.000	4.52	0.44
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28		5.00	5.00 C		0.000	12.42	1.40
WIRE CONN YEL	-2		6.25	6.25 C		0.000	-0.29	-0.13
WIRE CONN RED	61		7.50	7.50 C		0.000	11.81	4.58
4x 1 1/2" SQ BOX COMB KO	1		28.75	28.75 C		0.000	12.40	0.29
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7		28.75	28.75 C		0.000	115.83	2.01
4" SQ 1G PLSTR RING 5/8" RISE	5		3.13	3.13 C		0.000	39.57	0.16
4" SQ 2G PLSTR RING 5/8" RISE	2		3.13	3.13 C		0.000	21.12	0.06
4" SQ BLANK COVER	1		3.13	3.13 C		0.000	4.61	0.03
GROUND SCREW W/ INSUL #12 LEAD	7		3.75	3.75 C		0.000	29.75	0.26
1/4-20 MACHINE SCREW ANCHOR	13		10.00	10.00 C		0.000	3.80	1.30
1/4" THREADED ROD - PLTD	39		3.13	3.13 C		0.000	39.71	1.22
#12 SINGLE JACK CHAIN	-6		6.25	6.25 M		0.000	-3.85	-0.04
#11 S-HOOK	-2		6.25	6.25 C		0.000	-0.36	-0.13
1/4-20 HEX NUT - PLTD STL	14		2.50	2.50 C		0.000	0.44	0.35
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2		1.25	1.25 C		0.000	-0.12	-0.03
3/16x 3 TGL BOLT SPRING WING P/H	-2		7.50	7.50 C		0.000	-0.40	-0.15
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2		5.00	5.00 C		0.000	-0.37	-0.10
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44		1.88	1.88 C		0.000	2.36	0.83
CEILING CLIP W/ 27mm STD NAIL - STL/CO	30		11.25	11.25 C		0.000	0.00	3.38
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30		0.00	0.00 C		0.000	0.00	0.00
#12 CEILING WIRE	90		2.50	2.50 C		0.000	0.00	2.25
1G DUPLEX REC PLATE - PLASTIC IVY	5		3.38	3.38 C		0.000	2.93	0.17
2G DUPLEX REC PLATE - PLASTIC IVY	2		4.88	4.88 C		0.000	3.28	0.10
20A 125V DUP REC - IVY (SG)	9		25.00	25.00 C		0.000	191.70	2.25
4' STRIP	-1		0.50	0.50 E		0.000	-0.00	-0.50
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15		0.88	0.88 E		0.000	0.00	13.20
48" 3500K 86 CRI 32W LAMP - T8	-2		0.06	0.06 E		0.000	-45.62	-0.12
Totals	2,148						1,584.41	57.18

Description	Qty	Material	Cond.	Labor	Cond.	Date	Manufacturer	Nan
3/4" CONDUIT - EMT	110	Normal		Normal		2/28/2018	CONDUIT RIGID-EM	
3/4" CONN SS STL - EMT	2	Normal		Normal		2/28/2018	BRIDGEPORT	
3/4" COUPLING SS STL - EMT	11	Normal		Normal		2/28/2018	BRIDGEPORT	
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12	Normal		Normal		2/28/2018	ERICO	
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/	1	Normal		Normal		2/28/2018	ERICO	
#10 THHN BLACK	1,331	Normal		Normal		2/28/2018	COPPER WIRE	
#12/2C SOLID CABLE MC - STL ARMOR	248	Normal		Normal		2/28/2018	COPPER WIRE	
3/8" CONN SADDLEGRIP DC FOR FLEX / AC	42	Normal		Normal		2/28/2018	ARLINGTON	
NMC OR MC/AC SUPPORT TO WOOD OR M	7	Normal		Normal		2/28/2018	ERICO	
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28	Normal		Normal		2/28/2018	ERICO	
WIRE CONN YEL	-2	Normal		Normal		2/14/2018	BUCHANAN	

ORIGINAL

CHANGE NOTICE

CCN # 4
 Date: 1/6/2025
 Project Name: Norm Smith
 Project Number: Norm Smith
 Page Number: 3

Site Address:s:

Hi-Tech Electric
 7006 S Alton Way
 Centennial, CO 80112

Norman Smith Service Center
 3001 W 124th Ave
 Broomfield, CO 80020
 Centennial, CO 80112

Description	Qty	Material Cond.	Labor Cond.	Date	Manufacturer
WIRE CONN RED	61	Normal	Normal	2/21/2018	BUCHANAN
4x 1 1/2" SQ BOX COMB KO	1	Normal	Normal	2/28/2018	RACO
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7	Normal	Normal	2/28/2018	RACO
4" SQ 1G PLSTR RING 5/8" RISE	5	Normal	Normal	2/28/2018	RACO
4" SQ 2G PLSTR RING 5/8" RISE	2	Normal	Normal	2/28/2018	RACO
4" SQ BLANK COVER	1	Normal	Normal	2/28/2018	RACO
GROUND SCREW W/ INSUL #12 LEAD	7	Normal	Normal	2/28/2018	RACO
1/4-20 MACHINE SCREW ANCHOR	13	Normal	Normal	2/11/2015	POWERS
1/4" THREADED ROD - PLTD	39	Normal	Normal	2/28/2018	B-LINE SYSTEMS
#12 SINGLE JACK CHAIN	-6	Normal	Normal	2/28/2018	ERICO
#11 S-HOOK	-2	Normal	Normal	2/28/2018	ERICO
1/4-20 HEX NUT - PLTD STL	14	Normal	Normal	3/12/2014	ACORN FASTENER:
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2	Normal	Normal	7/12/2017	ACORN FASTENER:
3/16x 3 TGL BOLT SPRING WING P/H	-2	Normal	Normal	2/11/2015	POWERS
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2	Normal	Normal	2/28/2018	T&B PRODUCTS
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44	Normal	Normal	2/21/2018	ERICO
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30	Quoted	Normal	2/26/2016	HILTI
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30	Quoted	No Labor	2/26/2016	HILTI
#12 CEILING WIRE	90	Quoted	Normal	2/26/2016	
1G DUPLEX REC PLATE - PLASTIC IVY	5	Normal	Normal	2/28/2018	P&S WIRING
2G DUPLEX REC PLATE - PLASTIC IVY	2	Normal	Normal	2/28/2018	P&S WIRING
20A 125V DUP REC - IVY (SG)	9	Normal	Normal	2/28/2018	HUBBELL WIRING
4' STRIP	-1	Quoted	Normal	2/26/2016	
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15	Quoted	Normal	2/26/2016	
48" 3500K 86 CRI 32W LAMP - T8	-2	Halted	Normal	11/24/2016	EGE LAMPS
Totals	2,148				

Description	Qty	Catalog Num	Price	Code	Referenc	Supplier Na	Supplier Cc
3/4" CONDUIT - EMT	110	3/4	9800100200	101004			
3/4" CONN SS STL - EMT	2	231	7817470023	101181			
3/4" COUPLING SS STL - EMT	11	241	7817470024	101379			
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12	812M41	7828567031	140667			
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/	1	812MB18A	7828565200	141297			
#10 THHN BLACK	1,331	THHN-10-BLK	9801002300	108819			
#12/2C SOLID CABLE MC - STL ARMOR	248	MC-STL-12/2-	9801004460	109689			
3/8" CONN SADDLEGRIP DC FOR FLEX / AC	42	SG38	0189971806	122136			
NMC OR MC/AC SUPPORT TO WOOD OR M	7	FXC20	7828563265	140637			
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28	781	7828564670	140643			
WIRE CONN YEL	-2	B1-1	7817894518	123306			
WIRE CONN RED	61	B2-1	7817894518	123309			
4x 1 1/2" SQ BOX COMB KO	1	192	0501699019	124314			
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7	196	0501699019	124323			
4" SQ 1G PLSTR RING 5/8" RISE	5	768	0501699076	124389			
4" SQ 2G PLSTR RING 5/8" RISE	2	769	0501699076	124401			
4" SQ BLANK COVER	1	752	0501699075	124377			
GROUND SCREW W/ INSUL #12 LEAD	7	983	0501699098	124746			
1/4-20 MACHINE SCREW ANCHOR	13	9220	0753520922	139626			
1/4" THREADED ROD - PLTD	39	ATR14X120	7810116901	139671			
#12 SINGLE JACK CHAIN	-6	770	7828567790	142287			
#11 S-HOOK	-2	771	7828567790	142290			
1/4-20 HEX NUT - PLTD STL	14	N1420	7810351700	139731			
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2	FW316114	7810351599	218877			
3/16x 3 TGL BOLT SPRING WING P/H	-2	4131	0753520413	139824			
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2	TY524M	7862108060	140499			
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44	SMS8	7828563047	142380			
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30	CC 27 ZF 27 P		140526			

ORIGINAL

CHANGE NOTICE

Hi-Tech Electric
7006 S Alton Way
Centennial, CO 80112

Site Address:

Norman Smith Service Center
3001 W 124th Ave
Broomfield, CO 80020
Centennial, CO 80112

CCN # 4
Date: 1/6/2025
Project Name: Norm Smith
Project Number: Norm Smith
Page Number: 4

Description	Qty	Catalog Num	Price	Code	Referenc	Supplier Na	Supplier Cc
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30	BOOSTER 3/1			139668		
#12 CEILING WIRE	90				140538		
1G DUPLEX REC PLATE - PLASTIC IVY	5	SP8-I	7850076803		138432		
2G DUPLEX REC PLATE - PLASTIC IVY	2	SP82-I	7850076803		138436		
20A 125V DUP REC - IVY (SG)	9	HBL5362I	7835854352		137493		
4' STRIP	-1				159306		
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15						
48" 3500K 86 CRI 32W LAMP - T8	-2	F32T8/SPX35/ 0431682561			160404		
Totals	2,148						

Description	Qty	rt Code 1	rt Code 2	rt Code 3	rt Code 4
3/4" CONDUIT - EMT	110	1000	0	100	0
3/4" CONN SS STL - EMT	2	1000	0	100	0
3/4" COUPLING SS STL - EMT	11	1000	0	100	0
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12	1000	0	100	0
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/16"	1	8000	0	100	0
#10 THHN BLACK	1,331	2000	0	200	0
#12/2C SOLID CABLE MC - STL ARMOR	248	2000	0	100	0
3/8" CONN SADDLEGRIP DC FOR FLEX / AC	42	4000	0	100	0
NMC OR MC/AC SUPPORT TO WOOD OR M	7	8000	0	100	0
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28	8000	0	100	0
WIRE CONN YEL	-2	4000	0	450	0
WIRE CONN RED	61	4000	0	450	0
4x 1 1/2" SQ BOX COMB KO	1	5000	0	100	0
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7	5000	0	100	0
4" SQ 1G PLSTR RING 5/8" RISE	5	5000	0	100	0
4" SQ 2G PLSTR RING 5/8" RISE	2	5000	0	100	0
4" SQ BLANK COVER	1	5000	0	100	0
GROUND SCREW W/ INSUL #12 LEAD	7	5000	0	100	0
1/4-20 MACHINE SCREW ANCHOR	13	8000	0	100	0
1/4" THREADED ROD - PLTD	39	8000	0	100	0
#12 SINGLE JACK CHAIN	-6	8000	0	100	0
#11 S-HOOK	-2	8000	0	100	0
1/4-20 HEX NUT - PLTD STL	14	8000	0	100	0
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2	8000	0	100	0
3/16x 3 TGL BOLT SPRING WING P/H	-2	8000	0	100	0
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2	8000	0	100	0
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44	8000	0	100	0
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30	8000	0	100	0
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30	8000	0	100	0
#12 CEILING WIRE	90	8000	0	100	0
1G DUPLEX REC PLATE - PLASTIC IVY	5	7000	0	500	0
2G DUPLEX REC PLATE - PLASTIC IVY	2	7000	0	500	0
20A 125V DUP REC - IVY (SG)	9	7000	0	500	0
4' STRIP	-1	13000	0	400	0
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15	13000	0	400	0
48" 3500K 86 CRI 32W LAMP - T8	-2	13600	0	400	0
Totals	2,148				

Description	Qty	Sort Code 5	Sort Code 6
3/4" CONDUIT - EMT	110	1000 Conduit & Fittings	<NO CODE>
3/4" CONN SS STL - EMT	2	1000 Conduit & Fittings	<NO CODE>
3/4" COUPLING SS STL - EMT	11	1000 Conduit & Fittings	<NO CODE>
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12	1000 Conduit & Fittings	<NO CODE>
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/16"	1	8000 Fasteners & Hangers	<NO CODE>
#10 THHN BLACK	1,331	2000 Wire & Cable	<NO CODE>

ORIGINAL

CHANGE NOTICE

Hi-Tech Electric

7006 S Alton Way
Centennial, CO 80112

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Norman Smith Service Center

3001 W 124th Ave
Broomfield, CO 80020
Centennial, CO 80112

CCN #

Date:

Project Name:

Project Number:

Page Number:

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1/6/2025

Norm Smith

Norm Smith

5

Description

#12/2C SOLID CABLE MC - STL ARMOR
3/8" CONN SADDLEGRIP DC FOR FLEX / AC
NMC OR MC/AC SUPPORT TO WOOD OR M
CABLE/CONDUIT ANTI-RATTLE SUPPORT F
WIRE CONN YEL
WIRE CONN RED
4x 1 1/2" SQ BOX COMB KO
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :
4" SQ 1G PLSTR RING 5/8" RISE
4" SQ 2G PLSTR RING 5/8" RISE
4" SQ BLANK COVER
GROUND SCREW W/ INSUL #12 LEAD
1/4-20 MACHINE SCREW ANCHOR
1/4" THREADED ROD - PLTD
#12 SINGLE JACK CHAIN
#11 S-HOOK
1/4-20 HEX NUT - PLTD STL
3/16x 1 1/4 FENDER WASHER - PLTD STL
3/16x 3 TGL BOLT SPRING WING P/H
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C
#8x 1/2 WAFER HEAD SHEET MTL SCREW
CEILING CLIP W/ 27mm STD NAIL - STL/COI
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/
#12 CEILING WIRE
1G DUPLEX REC PLATE - PLASTIC IVY
2G DUPLEX REC PLATE - PLASTIC IVY
20A 125V DUP REC - IVY (SG)
4' STRIP
2' X 4' MODULAR FLAT LENS RCSD T-BAR -
48" 3500K 86 CRI 32W LAMP - T8

Qty Sort Code 5

248 2000 || Wire & Cable <NO CODE>
42 4000 || Wire & Cable Accessori <NO CODE>
7 8000 || Fasteners & Hangers <NO CODE>
28 8000 || Fasteners & Hangers <NO CODE>
-2 4000 || Wire & Cable Accessori <NO CODE>
61 4000 || Wire & Cable Accessori <NO CODE>
1 5000 || Boxes & Cabinets <NO CODE>
7 5000 || Boxes & Cabinets <NO CODE>
5 5000 || Boxes & Cabinets <NO CODE>
2 5000 || Boxes & Cabinets <NO CODE>
1 5000 || Boxes & Cabinets <NO CODE>
7 5000 || Boxes & Cabinets <NO CODE>
13 8000 || Fasteners & Hangers <NO CODE>
39 8000 || Fasteners & Hangers <NO CODE>
-6 8000 || Fasteners & Hangers <NO CODE>
-2 8000 || Fasteners & Hangers <NO CODE>
14 8000 || Fasteners & Hangers <NO CODE>
-2 8000 || Fasteners & Hangers <NO CODE>
-2 8000 || Fasteners & Hangers <NO CODE>
44 8000 || Fasteners & Hangers <NO CODE>
30 8000 || Fasteners & Hangers <NO CODE>
30 8000 || Fasteners & Hangers <NO CODE>
90 8000 || Fasteners & Hangers <NO CODE>
5 7000 || Wiring & System Devic <NO CODE>
2 7000 || Wiring & System Devic <NO CODE>
9 7000 || Wiring & System Devic <NO CODE>
-1 13000 || Fixtures <NO CODE>
15 13000 || Fixtures <NO CODE>
-2 13600 || Lamps <NO CODE>

Sort Code 6

Totals

2,148

Description

3/4" CONDUIT - EMT
3/4" CONN SS STL - EMT
3/4" COUPLING SS STL - EMT
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/
#10 THHN BLACK
#12/2C SOLID CABLE MC - STL ARMOR
3/8" CONN SADDLEGRIP DC FOR FLEX / AC
NMC OR MC/AC SUPPORT TO WOOD OR M
CABLE/CONDUIT ANTI-RATTLE SUPPORT F
WIRE CONN YEL
WIRE CONN RED
4x 1 1/2" SQ BOX COMB KO
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :
4" SQ 1G PLSTR RING 5/8" RISE
4" SQ 2G PLSTR RING 5/8" RISE
4" SQ BLANK COVER
GROUND SCREW W/ INSUL #12 LEAD
1/4-20 MACHINE SCREW ANCHOR
1/4" THREADED ROD - PLTD
#12 SINGLE JACK CHAIN
#11 S-HOOK
1/4-20 HEX NUT - PLTD STL

Qty Sort Code 7

110 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
2 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
11 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
12 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
1 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
1,331 200 || Wire Pulling <NO CODE>
248 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
42 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
7 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
28 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
-2 450 || Branch Terminations <NO CODE>
61 450 || Branch Terminations <NO CODE>
1 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
7 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
5 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
2 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
1 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
7 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
13 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
39 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
-6 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
-2 100 || Conduit - Fittings - Boxes - Ci <NO CODE>
14 100 || Conduit - Fittings - Boxes - Ci <NO CODE>

Sort Code 8

ORIGINAL

CHANGE NOTICE

CCN # 4
 Date: 1/6/2025
 Project Name: Norm Smith
 Project Number: Norm Smith
 Page Number: 6

Hi-Tech Electric
 7006 S Alton Way
 Centennial, CO 80112

Site Address:
Norman Smith Service Center
 3001 W 124th Ave
 Broomfield, CO 80020
 Centennial, CO 80112

Description	Qty	Sort Code 7	Sort Code 8
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2	100 Conduit - Fittings - Boxes - C	<NO CODE>
3/16x 3 TGL BOLT SPRING WING P/H	-2	100 Conduit - Fittings - Boxes - C	<NO CODE>
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2	100 Conduit - Fittings - Boxes - C	<NO CODE>
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44	100 Conduit - Fittings - Boxes - C	<NO CODE>
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30	100 Conduit - Fittings - Boxes - C	<NO CODE>
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30	100 Conduit - Fittings - Boxes - C	<NO CODE>
#12 CEILING WIRE	90	100 Conduit - Fittings - Boxes - C	<NO CODE>
1G DUPLEX REC PLATE - PLASTIC IVY	5	500 Devices	<NO CODE>
2G DUPLEX REC PLATE - PLASTIC IVY	2	500 Devices	<NO CODE>
20A 125V DUP REC - IVY (SG)	9	500 Devices	<NO CODE>
4' STRIP	-1	400 Fixtures	<NO CODE>
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15	400 Fixtures	<NO CODE>
48" 3500K 86 CRI 32W LAMP - T8	-2	400 Fixtures	<NO CODE>
Totals	2,148		

Description	Qty	Quick Takeoff C
3/4" CONDUIT - EMT	110	1101
3/4" CONN SS STL - EMT	2	1301
3/4" COUPLING SS STL - EMT	11	1501
1/2 OR 3/4" CONDUIT SNAP CLOSE CLIP W/	12	
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/16"	1	
#10 THHN BLACK	1,331	
#12/2C SOLID CABLE MC - STL ARMOR	248	
3/8" CONN SADDLEGRIP DC FOR FLEX / AC	42	
NMC OR MC/AC SUPPORT TO WOOD OR M	7	
CABLE/CONDUIT ANTI-RATTLE SUPPORT F	28	
WIRE CONN YEL	-2	
WIRE CONN RED	61	
4x 1 1/2" SQ BOX COMB KO	1	
4x 1 1/2" SQ BOX COMB KO W/ FLUSH MTL :	7	
4" SQ 1G PLSTR RING 5/8" RISE	5	
4" SQ 2G PLSTR RING 5/8" RISE	2	
4" SQ BLANK COVER	1	
GROUND SCREW W/ INSUL #12 LEAD	7	
1/4-20 MACHINE SCREW ANCHOR	13	
1/4" THREADED ROD - PLTD	39	
#12 SINGLE JACK CHAIN	-6	
#11 S-HOOK	-2	
1/4-20 HEX NUT - PLTD STL	14	
3/16x 1 1/4 FENDER WASHER - PLTD STL	-2	
3/16x 3 TGL BOLT SPRING WING P/H	-2	
5.50" Lx 0.140" W - 1.125" BUNDLE NYLON C	-2	6700
#8x 1/2 WAFER HEAD SHEET MTL SCREW	44	
CEILING CLIP W/ 27mm STD NAIL - STL/COF	30	
#3 BOOSTER 0.27 CALIBER - SHORT 10x M/	30	
#12 CEILING WIRE	90	
1G DUPLEX REC PLATE - PLASTIC IVY	5	
2G DUPLEX REC PLATE - PLASTIC IVY	2	
20A 125V DUP REC - IVY (SG)	9	
4' STRIP	-1	
2' X 4' MODULAR FLAT LENS RCSD T-BAR -	15	
48" 3500K 86 CRI 32W LAMP - T8	-2	
Totals	2,148	

Summary

ORIGINAL

CHANGE NOTICE

Hi-Tech Electric

7006 S Alton Way
Centennial, CO 80112

Site Address:

Norman Smith Service Center
3001 W 124th Ave
Broomfield, CO 80020
Centennial, CO 80112

CCN #

4

Date:

1/6/2025

Project Name:

Norm Smith

Project Number:

Norm Smith

Page Number:

7

Summary (Cont'd)

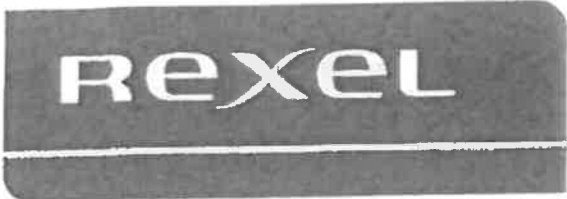
General Materials		1,584.41
LIGHTING FIXTURES		1,907.00
Total Material		3,491.41
JOURNEYMAN	(57.18 Hrs @ \$95.00)	5,432.10
FOREMAN @ 25%	(14.30 Hrs @ \$95.00)	1,358.50
PROJECT MANAGER @ 12.5%	(7.15 Hrs @ \$95.00)	679.25
Subtotal		10,961.26
Overhead	(@ 7.500 %)	822.09
Markup	(@ 7.500 %)	883.75
Subtotal		12,667.10
Final Amount		\$12,667.10

CLIENT ACCEPTANCE

CCN #	4
Final Amount:	\$12,667.10
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Date 12.27.24

Quote to Jesse Wilson

Ilonka N. Hosendove
720-572-7166

Job Name Normon Smith Service

11	B	2-FPZ-42B-840-4-DS-UNV-DIM-F2/5W	
4	BE	2-FPZ-42B-840-4-DS-UNV-DIM-F2/6W-BSL10LST	
3	CE	KT-MSLED44-4-835-VDIM-P / EM5	\$ 1,907.00
			LOT LIGHTING \$ 1,907.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at

<https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577



CITY AND COUNTY OF BROOMFIELD
3001 W. 124TH AVE
BROOMFIELD, COLORADO 80020

CITY AND COUNTY OF BROOMFIELD NORMAN SMITH SERVICE CENTER RENOVATION

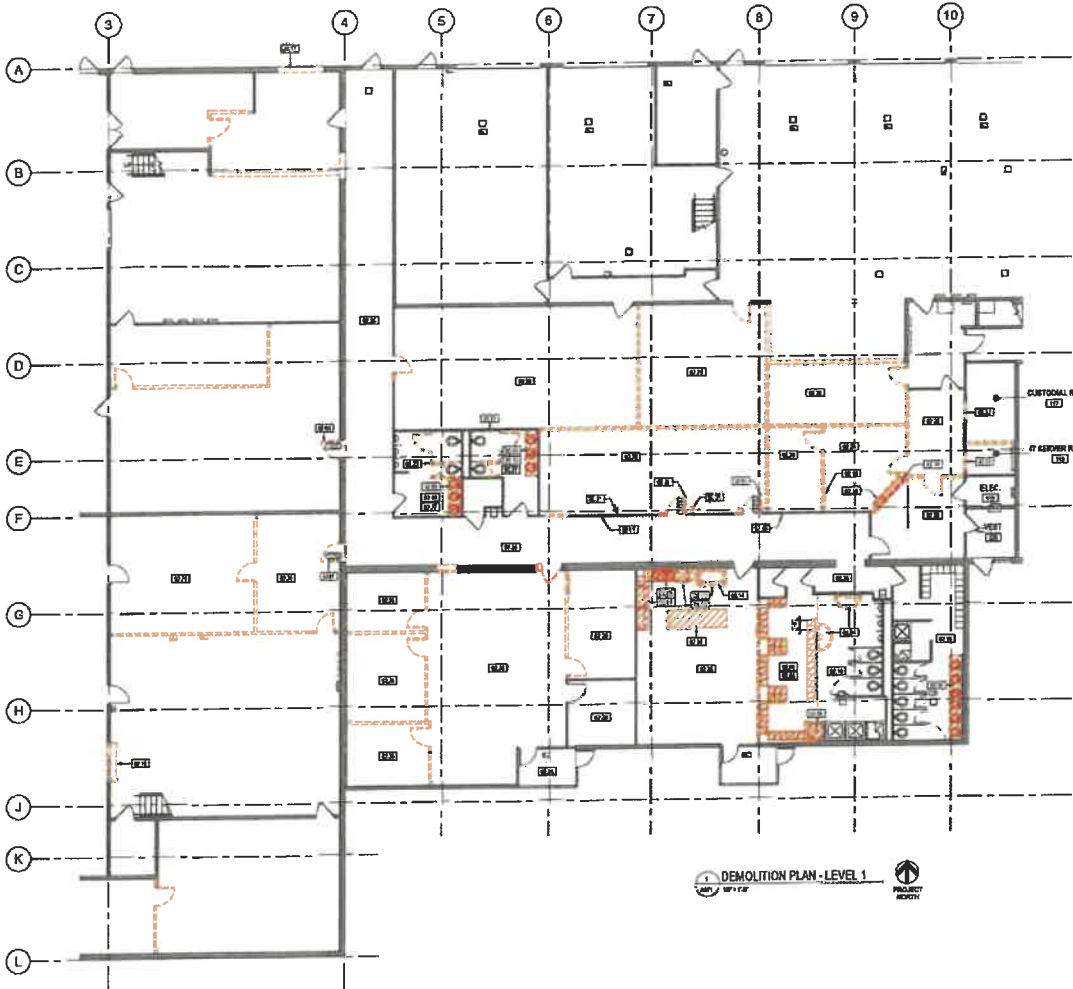
3001 W. 124TH AVE

DATE: 08/14/2018
PROJECT NO: 18-0000000-0000
DRAWING NO: A071
SCALE: AS SHOWN
SHEET NO: 1 OF 1

DESIGNED BY: [Name]
CHECKED BY: [Name]
DATE: 08/14/2018

DEMOLITION PLAN - LEVEL 1

A071



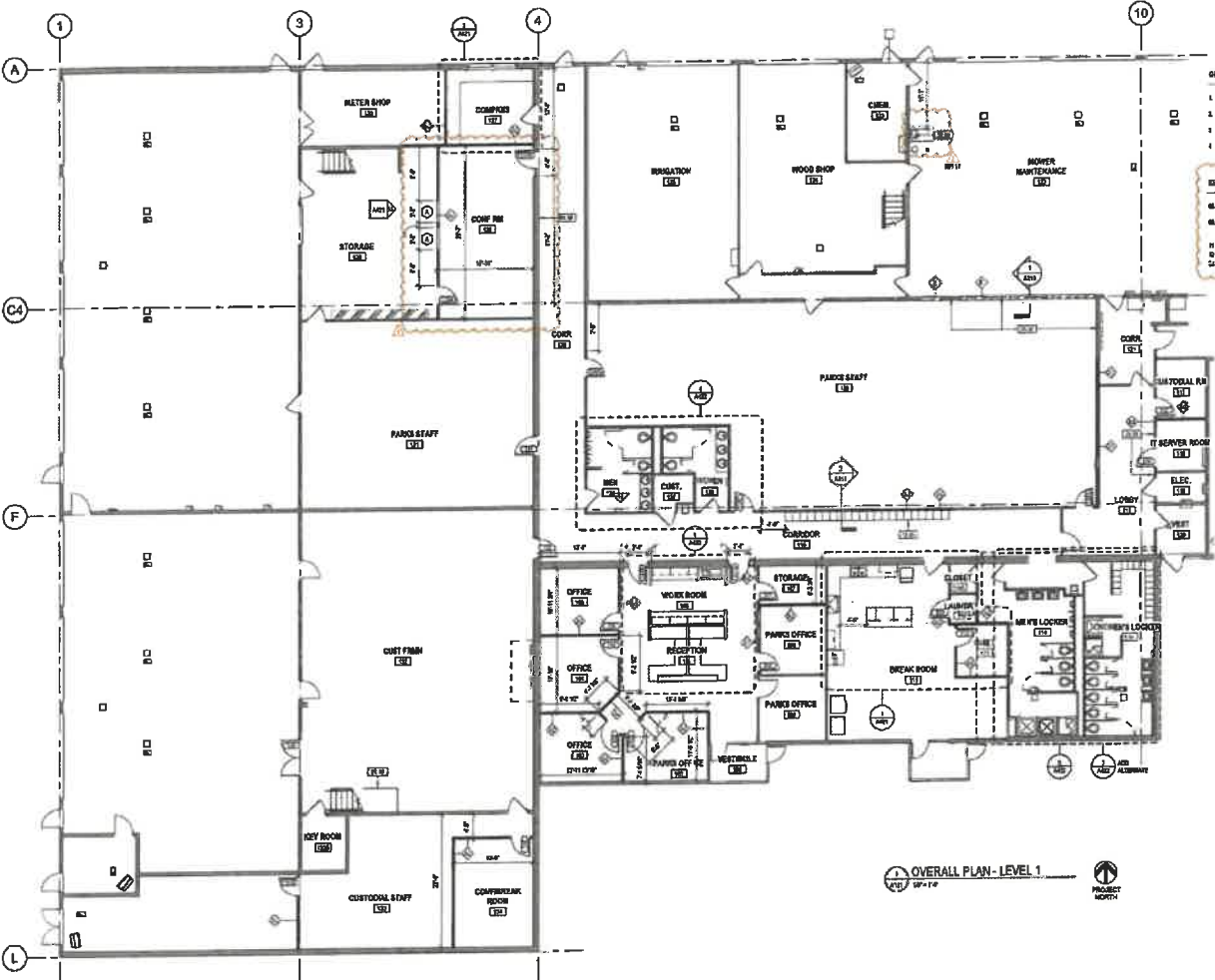
GENERAL NOTES - DEMOLITION

1. VERIFY AND CHECK IF SHOWN TO BE EXISTING. DEMOLITION SHALL BE PERFORMED AS SHOWN UNLESS NOTED OTHERWISE.
2. CLEAN UP AND PATCH ALL DEMOLITION AREAS TO MATCH EXISTING CONDITIONS.
3. REMOVE ALL WELLS AND OTHER ITEMS INDICATED BY THE FOLLOWING LAYOUTS AND NOTES (SEE NOTES).
4. REMOVE ALL WELLS AND OTHER ITEMS INDICATED BY THE FOLLOWING LAYOUTS AND NOTES (SEE NOTES).

KEYNOTE LEGEND

- 01 REMOVE EXISTING FINISHES, EXPOSED STRUCTURE PER FINISHES LAYOUT, SEE DOOR SCHEDULE
- 02 REMOVE EXISTING FLOORING, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING FLOORING, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING FLOORING, BRUSH UP TO EXISTING FINISHES
- 03 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 04 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 05 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 06 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 07 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 08 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 09 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 10 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 11 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
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- 13 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 14 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 15 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 16 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 17 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 18 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 19 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 20 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 21 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 22 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 23 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 24 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 25 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 26 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES
- 27 REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES, REMOVE EXISTING WALLS, BRUSH UP TO EXISTING FINISHES

DEMOLITION PLAN - LEVEL 1
PROJECT NO. 18-0000000-0000



- GENERAL NOTES**
1. FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT IF DIMENSIONS VARY SIGNIFICANTLY.
 2. ALL DIMENSIONS TO FACE OF STUDY W/TO OR DIMENSIONS THEREAFTER UNLESS OTHERWISE NOTED.
 3. PATCH SHALL BE MATCHED TO EXISTING WHERE PATCHES ARE REQUIRED TO WALL.
 4. ALL NEW WALLS TO BE TYPE AS SHOWN PLOTTED ON DRAWING.
- KEYNOTE LEGEND**
- 0406 - 1/2" GYPSUM BOARD, 5/8" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0408 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0410 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0412 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0414 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0416 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0418 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0420 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0422 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0424 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0426 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0428 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0430 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0432 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0434 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0436 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0438 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0440 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0442 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0444 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0446 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0448 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0450 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0452 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0454 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0456 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0458 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0460 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0462 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0464 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0466 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0468 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0470 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0472 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0474 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0476 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0478 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0480 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0482 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0484 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0486 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0488 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0490 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0492 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0494 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0496 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0498 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD
 - 0500 - 1/2" GYPSUM BOARD, 1/2" WOOD FLOORING OVER 1/2" GYPSUM BOARD

SEH

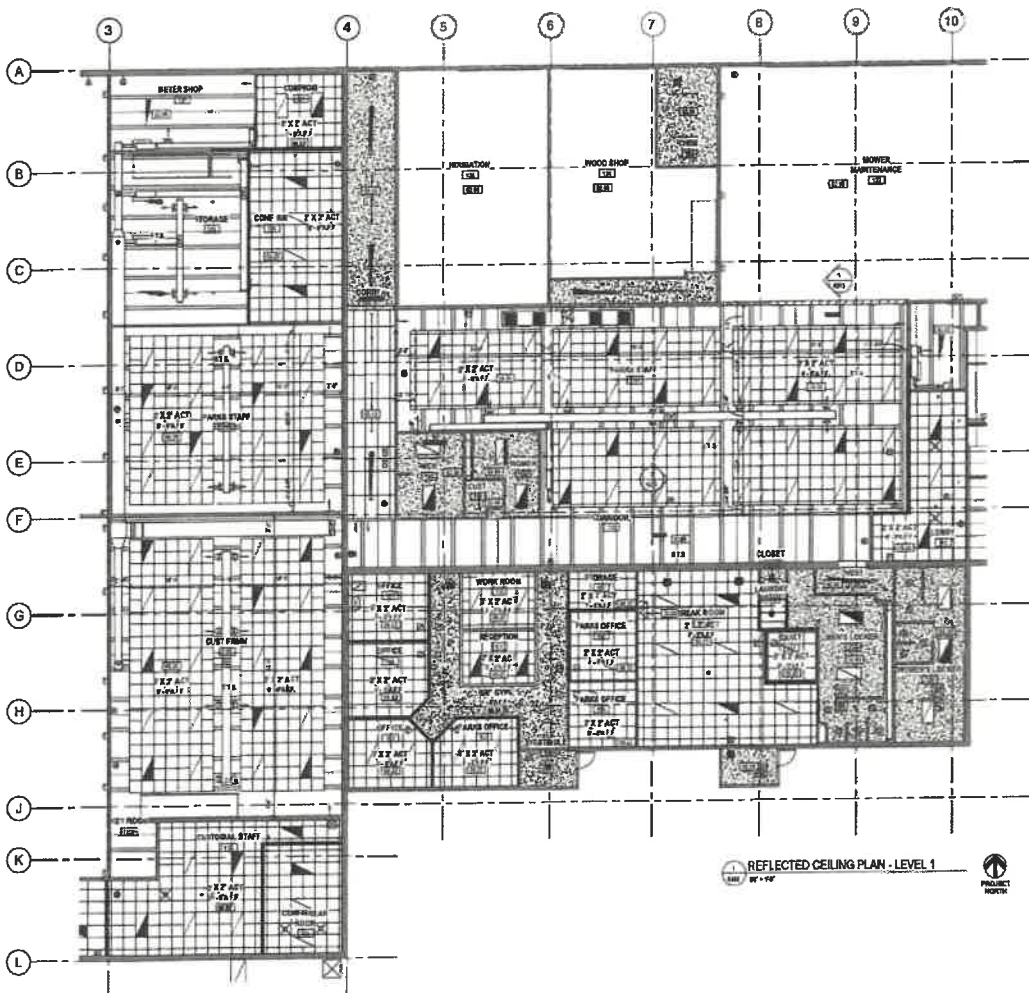
CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W. 124TH AVE

3001 W. 124TH AVE
 BROOMFIELD, CO 80020
 303.440.1234
 www.seh.com

ARCHITECT
 PROJECT NO. 123456
 DATE: 12/15/2023
 SHEET NO. A111
 OF 110

OVERALL PLAN - LEVEL 1

A111



GENERAL NOTES

1. FIELD VERIFY ALL DIMENSIONS, VERIFY FINISHES & MATERIALS THAT SUPPORT CEILING.
2. ALL DIMENSIONS TO FACE OF CEILING UNLESS OTHERWISE NOTED.
3. FINISHES TO BE PROVIDED WHERE FINISHES ARE NOT SPECIFICALLY NOTED TO PROVIDE.
4. ALL WORK SHALL BE TO THE TOP OF EXISTING STRUCTURE UNLESS NOTED OTHERWISE.

KEYNOTE LEGEND

- 1.00 EXISTING CEILING TO REMAIN
- 2.00 2" X 2" GRID WITH 1" SQUARE RECESSED LIGHT FIXTURES
- 3.00 4" X 4" GRID WITH 2" SQUARE RECESSED LIGHT FIXTURES
- 4.00 6" X 6" GRID WITH 3" SQUARE RECESSED LIGHT FIXTURES
- 5.00 8" X 8" GRID WITH 4" SQUARE RECESSED LIGHT FIXTURES
- 6.00 10" X 10" GRID WITH 5" SQUARE RECESSED LIGHT FIXTURES

IMPACTED CEILING LEGEND

- 1.00 OPEN RATED
- 2.00 2" X 2" GRID WITH 1" SQUARE RECESSED LIGHT FIXTURES
- 3.00 4" X 4" GRID WITH 2" SQUARE RECESSED LIGHT FIXTURES
- 4.00 6" X 6" GRID WITH 3" SQUARE RECESSED LIGHT FIXTURES
- 5.00 8" X 8" GRID WITH 4" SQUARE RECESSED LIGHT FIXTURES
- 6.00 10" X 10" GRID WITH 5" SQUARE RECESSED LIGHT FIXTURES



CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W. 124TH AVE

Project Name	Norman Smith Service Center Renovation
Project Number	15-001
Revision	01
Date	10/15/15
Author	J. Smith
Checker	M. Egan
Approver	H. Hines

REFLECTED CEILING PLAN
LEVEL 1

A151



CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W. 125TH AVE

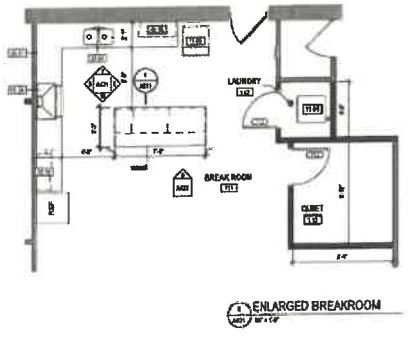
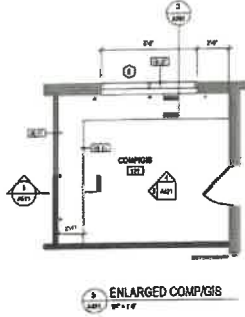
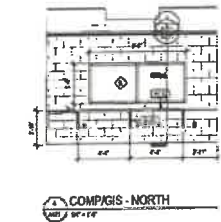
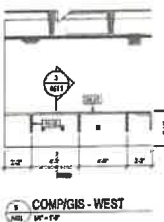
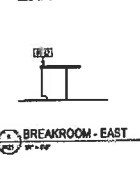
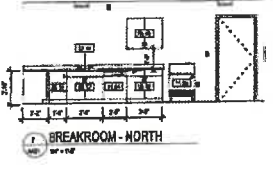
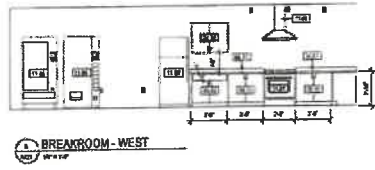
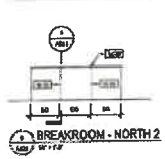
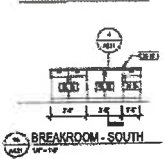
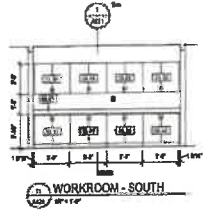
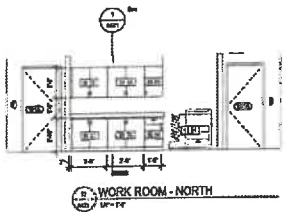
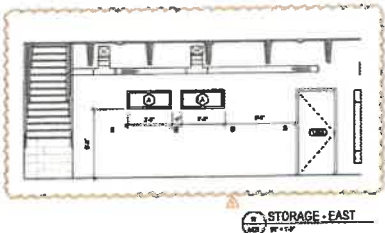
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Client	CITY AND COUNTY OF BROOMFIELD
Architect	SEH
Scale	AS SHOWN
Date	10/15/14
Sheet No.	101
Project No.	14-0001

ENLARGED PLANS AND INTERIOR ELEVATIONS

A421

KEYNOTE LEGEND

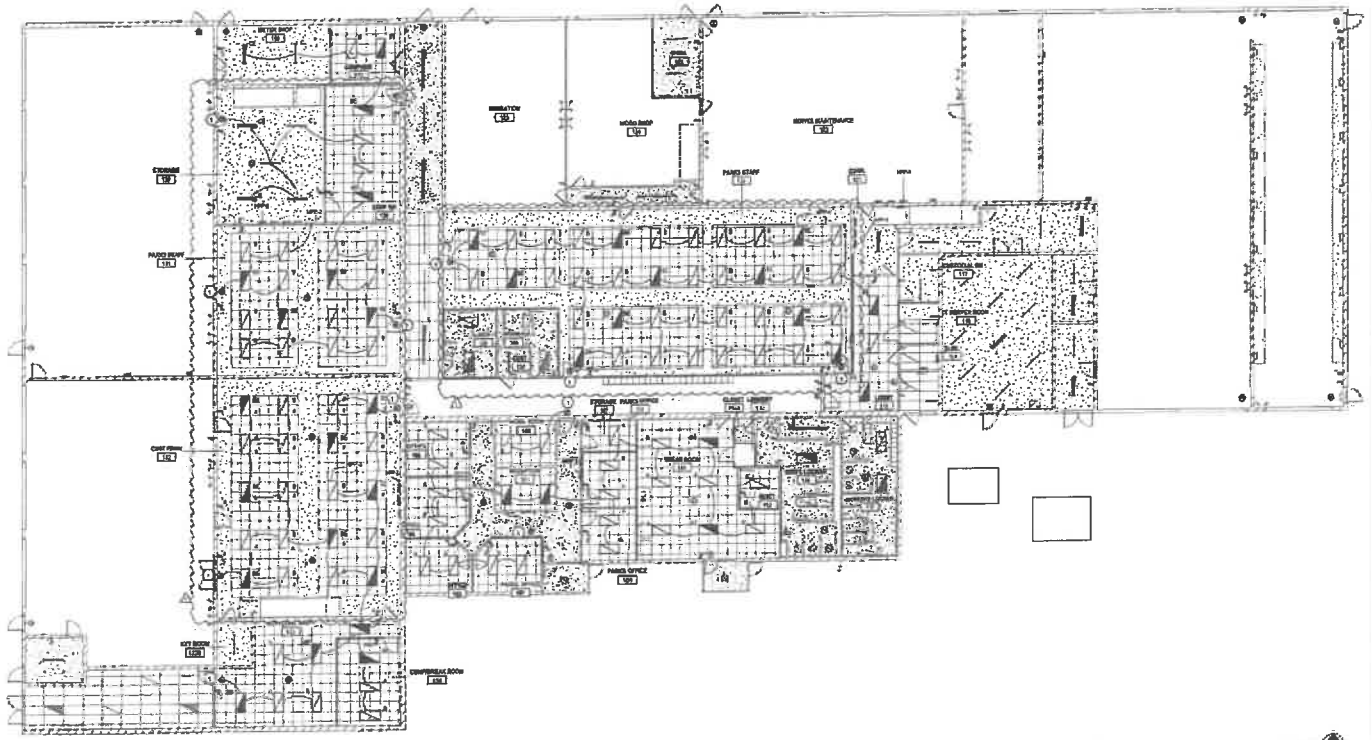
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- 01.02 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.03 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.04 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.05 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.06 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.07 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.08 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.09 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.10 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.11 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.12 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.13 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.14 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.15 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.16 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.17 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.18 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.19 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING
- 01.20 2x4-PT DUAL BRIDGE DOOR FRAME CARRYING 2x8 BRIMING (P-1) W/ ADJUSTABLE BRIMING



KEYNOTES

1. NEW EXIST LIGHT SWITCHES SAME TYPE AND STYLE.

- LIGHTING GENERAL NOTES**
- ALL DIMENSIONS GIVEN IN THE ARCHITECTURAL, ELECTRICAL, COORDINATING, PLATE AND LOCAL CODES.
 - REFER TO ARCHITECTURAL BLUEPRINTS AND REFLECTED CEILING PLANS FOR ROOM/FLOOR FINISH.
 - REFER TO SHEET 050 FOR ARCHITECTURAL FINISHING PLAN.
 - COORDINATE ALL LIGHTING INCLUDING THE DEVICE LOCATION WITH MECHANICAL, PLUMBING, MECHANICAL, ETC. TO AVOID CONFLICTS WITH MECHANICAL, PLUMBING, MECHANICAL, ETC. TO AVOID CONFLICTS WITH MECHANICAL, PLUMBING, MECHANICAL, ETC.
 - COORDINATE ALL LIGHTING INCLUDING THE DEVICE LOCATION WITH MECHANICAL, PLUMBING, MECHANICAL, ETC. TO AVOID CONFLICTS WITH MECHANICAL, PLUMBING, MECHANICAL, ETC.
 - ALL LIGHT SWITCHES ARE TO BE INSTALLED UNLESS OTHERWISE SPECIFIED ON THE DRAWING.
 - FOR ALL SWITCHES, PROVIDE OR FIELD THE PANEL TO THE ROOMS. PROVIDE THE USE CONNECTIONS FOR THE PANEL FOR THE ENTIRE LENGTH OF THE CIRCUIT.
 - WIRE COUNT FOR CIRCUIT CONDUCTING ACT APPROX. PROVIDE PROPER NUMBER OF CONDUCTORS TO CORRECT CIRCUIT AND APPROXIMATE CONNECTIONS.
 - CIRCUIT NUMBERS SHOWN IN PARETHESIS CORRESPOND TO PANEL BOARD AND WIRING. SEE MECHANICAL SPECIFICATIONS. BEWARE RESULTS SHALL BE ACCORDING TO THE EXISTING DRAWING AND THE DESIGN INDICATED THEREON ON THE EQUIPMENT SPECIFIED.
 - ALL LIGHT FIXTURES SHALL BE CONNECTED TO THE SUPPLY AND WIRING OF THE NEAREST LIGHTING CIRCUIT.
 - COORDINATE ALL LIGHTING INCLUDING THE DEVICE LOCATION WITH MECHANICAL, PLUMBING, MECHANICAL, ETC. TO AVOID CONFLICTS WITH MECHANICAL, PLUMBING, MECHANICAL, ETC.



LEVEL 1 LIGHTING PLAN - NEW CONSTRUCTION

THE CITY AND COUNTY OF BROOMFIELD
 DEPARTMENT OF PUBLIC WORKS
 BROOMFIELD, COLORADO

CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W 124TH AVE

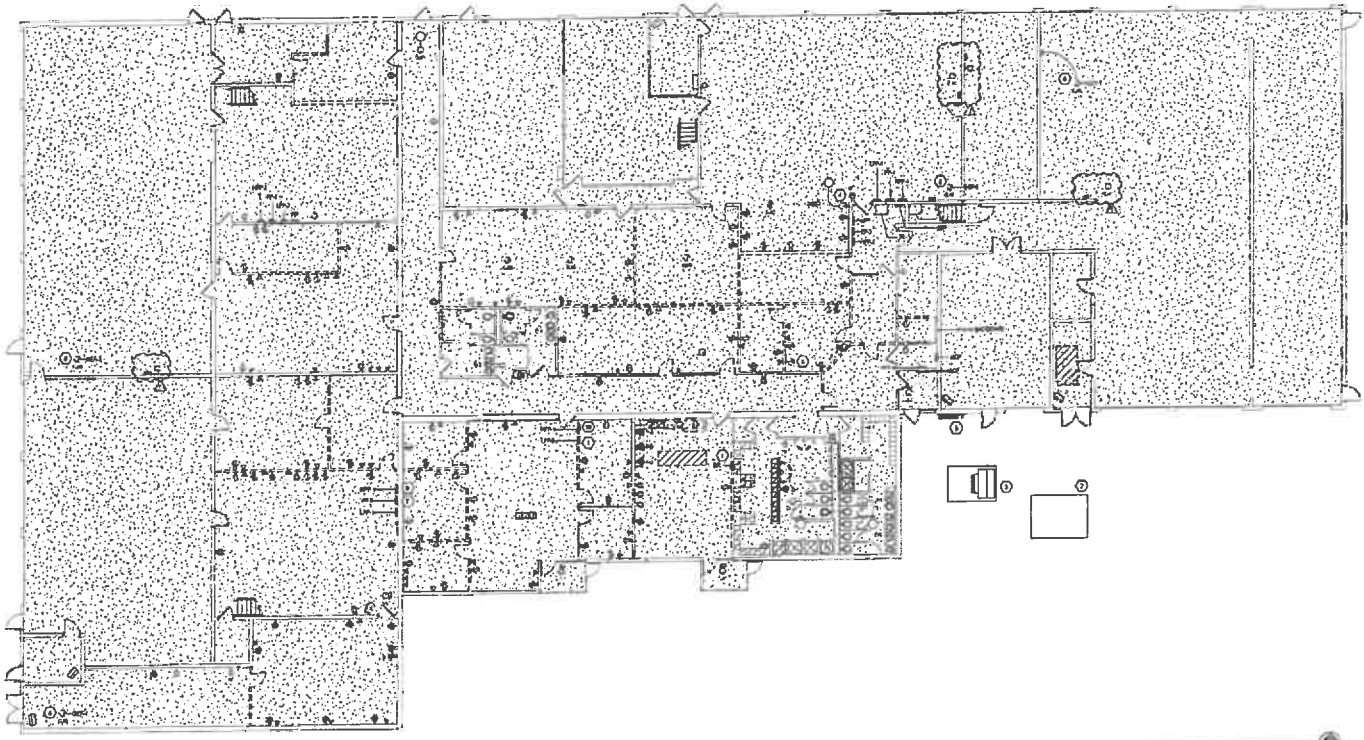
DATE	12/15/11
BY	...
PROJECT	NORMAN SMITH SERVICE CENTER RENOVATION
SCALE	AS SHOWN

LEVEL 1 LIGHTING PLAN -
 NEW CONSTRUCTION

E111

- KEYNOTES**
1. PANELS VPP-1 AND VPP-2 TO BE REMOVED AND RELOCATED AS EXISTING PANELS WILL BE DISCONTINUED AS PART OF THIS PROJECT. NEW 120V/200V FOR LOCAL USE. WIRING SHALL BE REINSTALLED.
 2. EXISTING CONDUIT
 3. EXISTING TERMINALS
 4. EXISTING TERMINAL RACKS CONTAINING PANELS TO BE REMOVED AND RELOCATED AS PART OF THIS PROJECT. THE CONTROLLER SHALL BE REINSTALLED TO OPERATE WITH THE EXISTING SYSTEM TO BE REMOVED FROM THE RACK AND RELOCATED PER THE EXISTING CABLES TO REMAIN IN THE LOCATION. CONDUIT IS TO REMAIN. YES/NO/NOT INDICATED BY THIS TO BE RELOCATED AS PART OF THE JOB. SEE THE CONTRACTOR'S PROJECT.
 5. EXISTING CONDUIT AND WIRING
 6. EXISTING PANELS TO BE REMOVED AND REPLACED WITH A NEW PANEL THAT MEETS THE CURRENT CODES, CONDUITS, DISCONNECTS AND OVERCURRENT PROTECTION. IF A NEW PANEL CONDUIT IS REQUIRED, IT SHALL BE INSTALLED AS PART OF THE PROJECT.
 7. EXISTING PANELS TO BE REMOVED AND REPLACED WITH A NEW PANEL THAT MEETS THE CURRENT CODES, CONDUITS, DISCONNECTS AND OVERCURRENT PROTECTION. IF A NEW PANEL CONDUIT IS REQUIRED, IT SHALL BE INSTALLED AS PART OF THE PROJECT.
 8. EXISTING PANELS TO BE REMOVED AND REPLACED WITH A NEW PANEL THAT MEETS THE CURRENT CODES, CONDUITS, DISCONNECTS AND OVERCURRENT PROTECTION. IF A NEW PANEL CONDUIT IS REQUIRED, IT SHALL BE INSTALLED AS PART OF THE PROJECT.
 9. EXISTING PANELS TO BE REMOVED AND REPLACED WITH A NEW PANEL THAT MEETS THE CURRENT CODES, CONDUITS, DISCONNECTS AND OVERCURRENT PROTECTION. IF A NEW PANEL CONDUIT IS REQUIRED, IT SHALL BE INSTALLED AS PART OF THE PROJECT.

- REMOVAL GENERAL NOTES**
1. ALL CHANGES SHALL BE COORDINATED WITH OWNER, DESIGNER, AND GENERAL CONTRACTOR. A CHANGE ORDER SHALL BE REQUIRED TO MAKE ANY CHANGES.
 2. REFER TO SHEET 02-01 FOR ARCHITECTURAL FINISHES PLAN.
 3. ALL EXISTING CONDITIONS AND ANY REVISIONS TO THE ORIGINAL CONTRACT SHALL BE SHOWN ON THIS SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER.
 4. ALL INFORMATION SHALL BE COORDINATED WITH THE DESIGNER.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY AND COUNTY OF DENVER.
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1 LEVEL 1 POWER PLAN - DEMOLITION
7-10

CITY AND COUNTY OF BROOMFIELD
3001 W. 120TH AVE

**CITY AND COUNTY OF BROOMFIELD
NORMAN SMITH SERVICE CENTER
RENOVATION**
3001 W. 120TH AVE

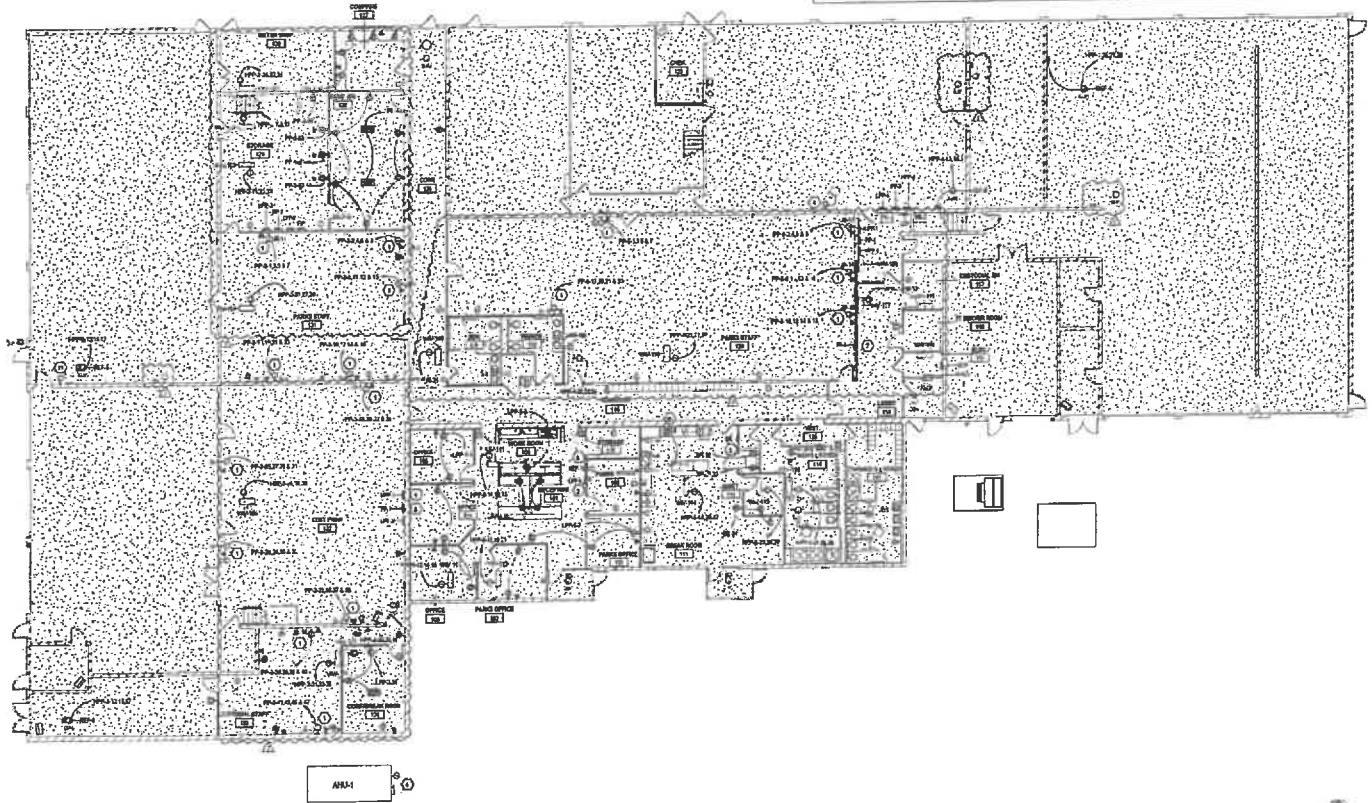
Project Name	3001 W. 120TH AVE
Project No.	10000000000000000000
Revision	1
Date	10/1/2024

Author	J
Check	J
Design	J
Draw	J
Plot	J

LEVEL 1 POWER PLAN - DEMOLITION
E201

- REMARKS**
1. CONNECTION FOR FUTURE DATA AND POWER, MAY REQUIRE WORK FROM ONE SECTION TO ALLOW BIDDY-CALL BIDDY CONTRACTORS TO COMPLY WITH THE NEW YORK STATE AND LOCAL CODES.
 2. ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE AND LOCAL CODES.
 3. ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE AND LOCAL CODES.
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 10. ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE AND LOCAL CODES.
 11. ALL NEW WORK SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE AND LOCAL CODES.

- POWER GENERAL NOTES**
1. ALL WORK SHALL COMPLY WITH THE NEW YORK STATE AND LOCAL CODES.
 2. ALL WORK SHALL COMPLY WITH THE NEW YORK STATE AND LOCAL CODES.
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 11. ALL WORK SHALL COMPLY WITH THE NEW YORK STATE AND LOCAL CODES.



LEVEL 1 POWER PLAN - NEW CONSTRUCTION



CITY AND COUNTY OF BROOMFIELD
NORMAN SMITH SERVICE CENTER
RENOVATION
3001 W 124TH AVE

**CITY AND COUNTY OF BROOMFIELD
NORMAN SMITH SERVICE CENTER
RENOVATION**
3001 W 124TH AVE

Project Name	3001 W 124TH AVE
Project No.	124TH AVE
Revision	1
Date	12/15/2011
Author	SEH
Checker	SEH
Approver	SEH

Sheet No.	01
Total Sheets	01

LEVEL 1 POWER PLAN - NEW CONSTRUCTION

E211



FOR ALL ELECTRICAL WORK
IN ILLINOIS CONTRACTORS
REQUIRE LICENSE NO. 059-000000

**CITY AND COUNTY OF BROOMFIELD
NORMAN SMITH SERVICE CENTER
RENOVATION**
3003 W 124TH AVE

Electrical Specifications shall be in accordance with the 2017 National Electrical Code (NEC) as amended by all applicable state and local codes and regulations. The Contractor shall verify and update for AS-BUILT DRAWINGS.

Electrical Specifications shall be in accordance with the 2017 National Electrical Code (NEC) as amended by all applicable state and local codes and regulations. The Contractor shall verify and update for AS-BUILT DRAWINGS.

ELECTRICAL SPECIFICATIONS & CALCULATIONS

PANELBOARD: HPP-1

LOCATION: CORR. 120
MOUNTING SURFACE: MSA-1
BANK SERVICE: 208 A MLO
BUS AMPS: 208 AMPS

VOLTAGE: 480/277 V 3 Ø 4 W
A.L.C. RATING: 17,500 AMPS SYMMETRICAL
MPD-CAL

LOAD DESCRIPTION	PHASE	POLES	CURT	A	B	C	PHASE	POLES	PHASE	LOAD DESCRIPTION	
ILLUMINATION	208 A	1	1	208 VA	1200 VA			1	208 A	ILLUMINATION	
ILLUMINATION	208 A	1	3	3168 VA	2688 VA			4	1	208 A	ILLUMINATION
ILLUMINATION	208 A	1	6	6336 VA	5376 VA			8	1	208 A	ILLUMINATION
ILLUMINATION	208 A	1	9	9504 VA	8064 VA			12	1	208 A	ILLUMINATION
DRY HEAT PANTS WARMER	480 A	3	0					3	18.0 A	DRY HEAT PANTS WARMER	
HEAT COMPRESSOR	208 A	3	11	9120 VA	7680 VA			14	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	13	12168 VA	10304 VA			16	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	15	15216 VA	12928 VA			18	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	17	18264 VA	15552 VA			20	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	19	21312 VA	18176 VA			22	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	21	24360 VA	20800 VA			24	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	23	27408 VA	23424 VA			26	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	25	30456 VA	26048 VA			28	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	27	33504 VA	28672 VA			30	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	29	36552 VA	31296 VA			32	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	31	39600 VA	33920 VA			34	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	33	42648 VA	36544 VA			36	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	35	45696 VA	39168 VA			38	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	37	48744 VA	41792 VA			40	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	39	51792 VA	44416 VA			42	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	41	54840 VA	47040 VA			44	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	43	57888 VA	49664 VA			46	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	45	60936 VA	52288 VA			48	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	47	63984 VA	54912 VA			50	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	49	67032 VA	57536 VA			52	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	51	70080 VA	60160 VA			54	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	53	73128 VA	62784 VA			56	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	55	76176 VA	65408 VA			58	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	57	79224 VA	68032 VA			60	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	59	82272 VA	70656 VA			62	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	61	85320 VA	73280 VA			64	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	63	88368 VA	75904 VA			66	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	65	91416 VA	78528 VA			68	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	67	94464 VA	81152 VA			70	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	69	97512 VA	83776 VA			72	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	71	100560 VA	86400 VA			74	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	73	103608 VA	89024 VA			76	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	75	106656 VA	91648 VA			78	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	77	109704 VA	94272 VA			80	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	79	112752 VA	96896 VA			82	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	81	115800 VA	99520 VA			84	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	83	118848 VA	102144 VA			86	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	85	121896 VA	104768 VA			88	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	87	124944 VA	107392 VA			90	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	89	127992 VA	110016 VA			92	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	91	131040 VA	112640 VA			94	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	93	134088 VA	115264 VA			96	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	95	137136 VA	117888 VA			98	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	97	140184 VA	120512 VA			100	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	99	143232 VA	123136 VA			102	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	101	146280 VA	125760 VA			104	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	103	149328 VA	128384 VA			106	3	18.0 A	HEAT COMPRESSOR
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HEAT COMPRESSOR	208 A	3	109	158472 VA	136256 VA			112	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	111	161520 VA	138880 VA			114	3	18.0 A	HEAT COMPRESSOR
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HEAT COMPRESSOR	208 A	3	115	167616 VA	144128 VA			118	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	117	170664 VA	146752 VA			120	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	119	173712 VA	149376 VA			122	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	121	176760 VA	152000 VA			124	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	123	179808 VA	154624 VA			126	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	125	182856 VA	157248 VA			128	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	127	185904 VA	159872 VA			130	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	129	188952 VA	162496 VA			132	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	131	192000 VA	165120 VA			134	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	133	195048 VA	167744 VA			136	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	135	198096 VA	170368 VA			138	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	137	201144 VA	172992 VA			140	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	139	204192 VA	175616 VA			142	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	141	207240 VA	178240 VA			144	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	143	210288 VA	180864 VA			146	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	145	213336 VA	183488 VA			148	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	147	216384 VA	186112 VA			150	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	149	219432 VA	188736 VA			152	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	151	222480 VA	191360 VA			154	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	153	225528 VA	193984 VA			156	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	155	228576 VA	196608 VA			158	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	157	231624 VA	199232 VA			160	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	159	234672 VA	201856 VA			162	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	161	237720 VA	204480 VA			164	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	163	240768 VA	207104 VA			166	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	165	243816 VA	209728 VA			168	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	167	246864 VA	212352 VA			170	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	169	249912 VA	214976 VA			172	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	171	252960 VA	217600 VA			174	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	173	256008 VA	220224 VA			176	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	175	259056 VA	222848 VA			178	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	177	262104 VA	225472 VA			180	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	179	265152 VA	228096 VA			182	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	181	268200 VA	230720 VA			184	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	183	271248 VA	233344 VA			186	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	185	274296 VA	235968 VA			188	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	187	277344 VA	238592 VA			190	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	189	280392 VA	241216 VA			192	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	191	283440 VA	243840 VA			194	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	193	286488 VA	246464 VA			196	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	195	289536 VA	249088 VA			198	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	197	292584 VA	251712 VA			200	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	199	295632 VA	254336 VA			202	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	201	298680 VA	256960 VA			204	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	203	301728 VA	259584 VA			206	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	205	304776 VA	262208 VA			208	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	207	307824 VA	264832 VA			210	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	209	310872 VA	267456 VA			212	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	211	313920 VA	270080 VA			214	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	213	316968 VA	272704 VA			216	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	215	320016 VA	275328 VA			218	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	217	323064 VA	277952 VA			220	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	219	326112 VA	280576 VA			222	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	221	329160 VA	283200 VA			224	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	223	332208 VA	285824 VA			226	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	225	335256 VA	288448 VA			228	3	18.0 A	HEAT COMPRESSOR
HEAT COMPRESSOR	208 A	3	227	338304 VA	291072 VA			230	3	18.0 A	HEAT COMPRESSOR
HE											

PANELBOARD: HPP-4

LOCATION: MECH ROOM 108
 VOLTAGE: 480/277 V 3Ø4W
 MOUNTING: RECESSED HEMA-1
 ALG. RATING: **14,800 AMPS SYMMETRICAL
 MAIN DEVIDE: 100 A MLO
 BUS AMP: 125 AMPS
 SPECIAL:

LOAD DESCRIPTION	BRK	POLES	CKT	A	B	C	CTD	POLES	BRK	LOAD DESCRIPTION
1 LIGHTING	20 A	1	1	0 VA	0 VA	0 VA	2	1	20 A	1 LIGHTING
2 LIGHTING	20 A	1	2	0 VA	0 VA	0 VA	4	1	20 A	2 LIGHTING
3 LIGHTING	20 A	1	3	0 VA	0 VA	0 VA	6	1	20 A	3 LIGHTING
4 LIGHTING	20 A	1	4	0 VA	0 VA	0 VA	8	1	20 A	4 LIGHTING
5 LIGHTING	20 A	1	5	0 VA	0 VA	0 VA	10	1	20 A	5 LIGHTING
6 LIGHTING	20 A	1	6	0 VA	0 VA	0 VA	12	1	20 A	6 LIGHTING
7 LIGHTING	20 A	1	7	0 VA	0 VA	0 VA	14	1	20 A	7 LIGHTING
8 LIGHTING	20 A	1	8	0 VA	0 VA	0 VA	16	1	20 A	8 LIGHTING
9 LIGHTING	20 A	1	9	0 VA	0 VA	0 VA	18	1	20 A	9 LIGHTING
10 LIGHTING	20 A	1	10	0 VA	0 VA	0 VA	20	1	20 A	10 LIGHTING
11 LIGHTING	20 A	1	11	0 VA	0 VA	0 VA	22	1	20 A	11 LIGHTING
12 LIGHTING	20 A	1	12	0 VA	0 VA	0 VA	24	1	20 A	12 LIGHTING
13 LIGHTING	20 A	1	13	0 VA	0 VA	0 VA	26	1	20 A	13 LIGHTING
14 LIGHTING	20 A	1	14	0 VA	0 VA	0 VA	28	1	20 A	14 LIGHTING
15 LIGHTING	20 A	1	15	0 VA	0 VA	0 VA	30	1	20 A	15 LIGHTING
16 LIGHTING	20 A	1	16	0 VA	0 VA	0 VA	32	1	20 A	16 LIGHTING
17 LIGHTING	20 A	1	17	0 VA	0 VA	0 VA	34	1	20 A	17 LIGHTING
18 LIGHTING	20 A	1	18	0 VA	0 VA	0 VA	36	1	20 A	18 LIGHTING
19 LIGHTING	20 A	1	19	0 VA	0 VA	0 VA	38	1	20 A	19 LIGHTING
20 LIGHTING	20 A	1	20	0 VA	0 VA	0 VA	40	1	20 A	20 LIGHTING
TOTAL LOADS				1800 VA	1800 VA	1800 VA	36	1	20 A	20 LIGHTING

LOAD CLASSIFICATION	CONNECTED	DEMAND	DETERMINED	PANEL TOTAL
LIGHTING	1800 VA	1800 VA	1800 VA	1800 VA
MISC	0 VA	0 VA	0 VA	0 VA
OTHER	0 VA	0 VA	0 VA	0 VA
TOTAL	1800 VA	1800 VA	1800 VA	1800 VA

NOTES:
 **REPLACE DECLASSIFIED MECHANICAL EQUIPMENT WITH NEW MECHANICAL EQUIPMENT.
 **REPLACE DECLASSIFIED CONDUIT WITH NEW CONDUIT.
 **WIRING IS BASED ON UPSTREAM CIRCUIT BREAKER RATING CONTRACTOR SHALL VERIFY AND UPDATE FOR AS-BUILT DRAWINGS.

PANELBOARD: HPP-5

LOCATION: MECH ROOM 108
 VOLTAGE: 480/277 V 3Ø4W
 MOUNTING: RECESSED HEMA-1
 ALG. RATING: **14,800 AMPS SYMMETRICAL
 MAIN DEVIDE: 100 A MLO
 BUS AMP: 125 AMPS
 SPECIAL:

LOAD DESCRIPTION	BRK	POLES	CKT	A	B	C	CTD	POLES	BRK	LOAD DESCRIPTION
1 LIGHTING	20 A	1	1	0 VA	0 VA	0 VA	2	1	20 A	1 LIGHTING
2 LIGHTING	20 A	1	2	0 VA	0 VA	0 VA	4	1	20 A	2 LIGHTING
3 LIGHTING	20 A	1	3	0 VA	0 VA	0 VA	6	1	20 A	3 LIGHTING
4 LIGHTING	20 A	1	4	0 VA	0 VA	0 VA	8	1	20 A	4 LIGHTING
5 LIGHTING	20 A	1	5	0 VA	0 VA	0 VA	10	1	20 A	5 LIGHTING
6 LIGHTING	20 A	1	6	0 VA	0 VA	0 VA	12	1	20 A	6 LIGHTING
7 LIGHTING	20 A	1	7	0 VA	0 VA	0 VA	14	1	20 A	7 LIGHTING
8 LIGHTING	20 A	1	8	0 VA	0 VA	0 VA	16	1	20 A	8 LIGHTING
9 LIGHTING	20 A	1	9	0 VA	0 VA	0 VA	18	1	20 A	9 LIGHTING
10 LIGHTING	20 A	1	10	0 VA	0 VA	0 VA	20	1	20 A	10 LIGHTING
11 LIGHTING	20 A	1	11	0 VA	0 VA	0 VA	22	1	20 A	11 LIGHTING
12 LIGHTING	20 A	1	12	0 VA	0 VA	0 VA	24	1	20 A	12 LIGHTING
13 LIGHTING	20 A	1	13	0 VA	0 VA	0 VA	26	1	20 A	13 LIGHTING
14 LIGHTING	20 A	1	14	0 VA	0 VA	0 VA	28	1	20 A	14 LIGHTING
15 LIGHTING	20 A	1	15	0 VA	0 VA	0 VA	30	1	20 A	15 LIGHTING
16 LIGHTING	20 A	1	16	0 VA	0 VA	0 VA	32	1	20 A	16 LIGHTING
17 LIGHTING	20 A	1	17	0 VA	0 VA	0 VA	34	1	20 A	17 LIGHTING
18 LIGHTING	20 A	1	18	0 VA	0 VA	0 VA	36	1	20 A	18 LIGHTING
19 LIGHTING	20 A	1	19	0 VA	0 VA	0 VA	38	1	20 A	19 LIGHTING
20 LIGHTING	20 A	1	20	0 VA	0 VA	0 VA	40	1	20 A	20 LIGHTING
TOTAL LOADS				1800 VA	1800 VA	1800 VA	36	1	20 A	20 LIGHTING

LOAD CLASSIFICATION	CONNECTED	DEMAND	DETERMINED	PANEL TOTAL
LIGHTING	1800 VA	1800 VA	1800 VA	1800 VA
MISC	0 VA	0 VA	0 VA	0 VA
OTHER	0 VA	0 VA	0 VA	0 VA
TOTAL	1800 VA	1800 VA	1800 VA	1800 VA

NOTES:
 **REPLACE DECLASSIFIED MECHANICAL EQUIPMENT WITH NEW MECHANICAL EQUIPMENT.
 **REPLACE DECLASSIFIED CONDUIT WITH NEW CONDUIT.
 **WIRING IS BASED ON UPSTREAM CIRCUIT BREAKER RATING CONTRACTOR SHALL VERIFY AND UPDATE FOR AS-BUILT DRAWINGS.

PANELBOARD: HPP-6

LOCATION: MECH ROOM 108
 VOLTAGE: 480/277 V 3Ø4W
 MOUNTING: RECESSED HEMA-1
 ALG. RATING: **14,800 AMPS SYMMETRICAL
 MAIN DEVIDE: 100 A MLO
 BUS AMP: 125 AMPS
 SPECIAL:

LOAD DESCRIPTION	BRK	POLES	CKT	A	B	C	CTD	POLES	BRK	LOAD DESCRIPTION
1 LIGHTING	20 A	1	1	0 VA	0 VA	0 VA	2	1	20 A	1 LIGHTING
2 LIGHTING	20 A	1	2	0 VA	0 VA	0 VA	4	1	20 A	2 LIGHTING
3 LIGHTING	20 A	1	3	0 VA	0 VA	0 VA	6	1	20 A	3 LIGHTING
4 LIGHTING	20 A	1	4	0 VA	0 VA	0 VA	8	1	20 A	4 LIGHTING
5 LIGHTING	20 A	1	5	0 VA	0 VA	0 VA	10	1	20 A	5 LIGHTING
6 LIGHTING	20 A	1	6	0 VA	0 VA	0 VA	12	1	20 A	6 LIGHTING
7 LIGHTING	20 A	1	7	0 VA	0 VA	0 VA	14	1	20 A	7 LIGHTING
8 LIGHTING	20 A	1	8	0 VA	0 VA	0 VA	16	1	20 A	8 LIGHTING
9 LIGHTING	20 A	1	9	0 VA	0 VA	0 VA	18	1	20 A	9 LIGHTING
10 LIGHTING	20 A	1	10	0 VA	0 VA	0 VA	20	1	20 A	10 LIGHTING
11 LIGHTING	20 A	1	11	0 VA	0 VA	0 VA	22	1	20 A	11 LIGHTING
12 LIGHTING	20 A	1	12	0 VA	0 VA	0 VA	24	1	20 A	12 LIGHTING
13 LIGHTING	20 A	1	13	0 VA	0 VA	0 VA	26	1	20 A	13 LIGHTING
14 LIGHTING	20 A	1	14	0 VA	0 VA	0 VA	28	1	20 A	14 LIGHTING
15 LIGHTING	20 A	1	15	0 VA	0 VA	0 VA	30	1	20 A	15 LIGHTING
16 LIGHTING	20 A	1	16	0 VA	0 VA	0 VA	32	1	20 A	16 LIGHTING
17 LIGHTING	20 A	1	17	0 VA	0 VA	0 VA	34	1	20 A	17 LIGHTING
18 LIGHTING	20 A	1	18	0 VA	0 VA	0 VA	36	1	20 A	18 LIGHTING
19 LIGHTING	20 A	1	19	0 VA	0 VA	0 VA	38	1	20 A	19 LIGHTING
20 LIGHTING	20 A	1	20	0 VA	0 VA	0 VA	40	1	20 A	20 LIGHTING
TOTAL LOADS				1800 VA	1800 VA	1800 VA	36	1	20 A	20 LIGHTING

LOAD CLASSIFICATION	CONNECTED	DEMAND	DETERMINED	PANEL TOTAL
LIGHTING	1800 VA	1800 VA	1800 VA	1800 VA
MISC	0 VA	0 VA	0 VA	0 VA
OTHER	0 VA	0 VA	0 VA	0 VA
TOTAL	1800 VA	1800 VA	1800 VA	1800 VA

NOTES:
 **REPLACE DECLASSIFIED MECHANICAL EQUIPMENT WITH NEW MECHANICAL EQUIPMENT.
 **REPLACE DECLASSIFIED CONDUIT WITH NEW CONDUIT.
 **WIRING IS BASED ON UPSTREAM CIRCUIT BREAKER RATING CONTRACTOR SHALL VERIFY AND UPDATE FOR AS-BUILT DRAWINGS.

PANELBOARD: HPP-7

LOCATION: MECH ROOM 108
 VOLTAGE: 480/277 V 3Ø4W
 MOUNTING: RECESSED HEMA-1
 ALG. RATING: **14,800 AMPS SYMMETRICAL
 MAIN DEVIDE: 100 A MLO
 BUS AMP: 125 AMPS
 SPECIAL:

LOAD DESCRIPTION	BRK	POLES	CKT	A	B	C	CTD	POLES	BRK	LOAD DESCRIPTION
1 LIGHTING	20 A	1	1	0 VA	0 VA	0 VA	2	1	20 A	1 LIGHTING
2 LIGHTING	20 A	1	2	0 VA	0 VA	0 VA	4	1	20 A	2 LIGHTING
3 LIGHTING	20 A	1	3	0 VA	0 VA	0 VA	6	1	20 A	3 LIGHTING
4 LIGHTING	20 A	1	4	0 VA	0 VA	0 VA	8	1	20 A	4 LIGHTING
5 LIGHTING	20 A	1	5	0 VA	0 VA	0 VA	10	1	20 A	5 LIGHTING
6 LIGHTING	20 A	1	6	0 VA	0 VA	0 VA	12	1	20 A	6 LIGHTING
7 LIGHTING	20 A	1	7	0 VA	0 VA	0 VA	14	1	20 A	7 LIGHTING
8 LIGHTING	20 A	1	8	0 VA	0 VA	0 VA	16	1	20 A	8 LIGHTING
9 LIGHTING	20 A	1	9	0 VA	0 VA	0 VA	18	1	20 A	9 LIGHTING
10 LIGHTING	20 A	1	10	0 VA	0 VA	0 VA	20	1	20 A	10 LIGHTING
11 LIGHTING	20 A	1	11	0 VA	0 VA	0 VA	22	1	20 A	11 LIGHTING
12 LIGHTING	20 A	1	12	0 VA	0 VA	0 VA	24	1	20 A	12 LIGHTING
13 LIGHTING	20 A	1	13	0 VA	0 VA	0 VA	26	1	20 A	13 LIGHTING
14 LIGHTING	20 A	1	14	0 VA	0 VA	0 VA	28	1	20 A	14 LIGHTING
15 LIGHTING	20 A	1	15	0 VA	0 VA	0 VA	30	1	20 A	15 LIGHTING
16 LIGHTING	20 A	1	16	0 VA	0 VA	0 VA	32	1	20 A	16 LIGHTING
17 LIGHTING	20 A	1	17	0 VA	0 VA	0 VA	34	1	20 A	17 LIGHTING
18 LIGHTING	20 A	1	18	0 VA	0 VA	0 VA	36	1	20 A	18 LIGHTING
19 LIGHTING	20 A	1	19	0 VA	0 VA	0 VA	38	1	20 A	19 LIGHTING
20 LIGHTING	20 A	1	20	0 VA	0 VA	0 VA	40	1	20 A	20 LIGHTING
TOTAL LOADS				1800 VA	1800 VA	1800 VA	36	1	20 A	20 LIGHTING

LOAD CLASSIFICATION	CONNECTED	DEMAND	DETERMINED	PANEL TOTAL
LIGHTING	1800 VA	1800 VA	1800 VA	1800 VA
MISC	0 VA	0 VA	0 VA	0 VA
OTHER	0 VA	0 VA	0 VA	0 VA
TOTAL	1800 VA	1800 VA	1800 VA	1800 VA

NOTES:
 **REPLACE DECLASSIFIED MECHANICAL EQUIPMENT WITH NEW MECHANICAL EQUIPMENT.
 **REPLACE DECLASSIFIED CONDUIT WITH NEW CONDUIT.
 **WIRING IS BASED ON UPSTREAM CIRCUIT BREAKER RATING CONTRACTOR SHALL VERIFY AND UPDATE FOR AS-BUILT DRAWINGS.

SEH

CHENOWETH ELECTRICAL

3801 W 124TH AVE
 BROOMFIELD, CO 80020-1608

CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**

3801 W 124TH AVE

E: CONNECTED TO BUS

SEE SHEET
 DATE: 11/13/18
 DRAWN BY: JKB
 CHECKED BY: JKB
 APPROVED BY: JKB

ELECTRICAL SCHEDULES &
 CALCULATIONS

E603

RFP	DESCRIPTION	LOCATION	LOAD INFORMATION		VOLTAGE	PHASE	WIRE TYPE	WIRE SIZE	WIRE QUANTITY AND SIZE		WIRE TYPE	SUPPLIER	DISCOUNT	CYL #	NETS	RFP
			LOAD	DEPT					WIRE TYPE	WIRE SIZE						
ASB001	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB001	
ASB002	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB002	
ASB003	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB003	
ASB004	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB004	
ASB005	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB005	
ASB006	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB006	
ASB007	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB007	
ASB008	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB008	
ASB009	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB009	
ASB010	AIR HANDS UNIT	BOILER ROOM	8.5	MECH	230V	3	100% THHN	2	10 AWG	2	THHN	0.00	168	MECH	ASB010	

LUMINAIRE SCHEDULE

TYPE	LED SOURCE	CUY	DB	FIXTURE DESCRIPTION	VOLTAGE	WATTS	BOUNTING	MANUFACTURE, SERIES, AND CATALOG NUMBER
A	3000	4000K	80	TRAY LED CENTER ELEMENT TRAY FIX	277 V	30 W	RECESSED	KEYSTONE: KT-CHE230-3A-80-VDM-P
AE	3000	4000K	80	TRAY LED CENTER ELEMENT TRAY FIX: (EMERGENCY BACK UP)	277 V	30 W	RECESSED	KEYSTONE: KT-CHE230-3A-80-VDM-P (WITH KEYSTONE SMARTSAFE BACKUP)
B	4300	4000K	80	TRAY LED FLAT PANEL	277 V	40 W	RECESSED	DAY BRITE: 24P2-430-80-4-OS-LFN-DIM-80-LX-IT
BE	4300	4000K	80	TRAY LED FLAT PANEL (EMERGENCY BACK UP)	277 V	40 W	RECESSED	DAY BRITE: 24P2-430-80-4-OS-LFN-DIM-80-LX-IT
C	3500	3500K	40	1/4" LED MICROSTRIP	277 V	44 W	SURFACE	KEYSTONE: KT-430L-ED4-4-430-VDM-P
CE	3500	3500K	40	1/4" LED MICROSTRIP (EMERGENCY BACK UP)	277 V	44 W	SURFACE	KEYSTONE: KT-430L-ED4-4-430-VDM-P (WITH KEYSTONE SMARTSAFE BACKUP)

CONTRACTOR TO CONFIRM THAT FIXTURES IN SCHEDULE MATCH CURRENT STOCK OF BUILDING OWNER.



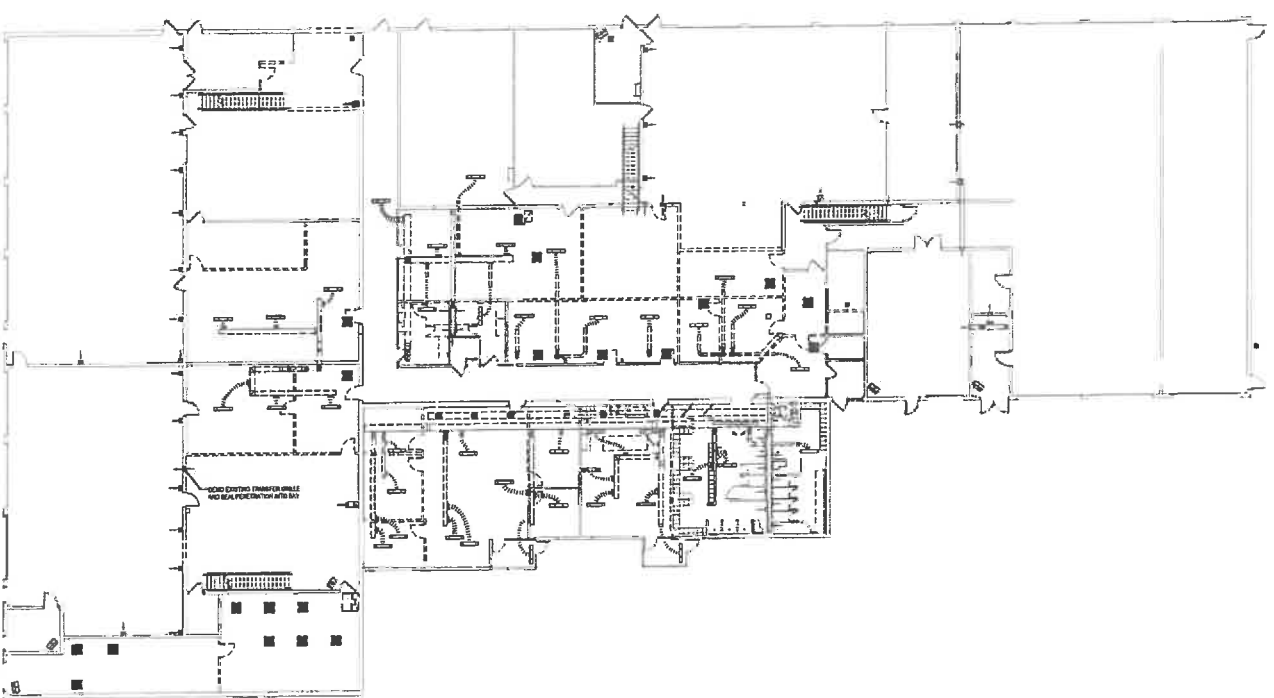
SEAN E. HALL, P.E.
11811
PROFESSIONAL ENGINEER
REGISTERED IN THE STATE OF CALIFORNIA

CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W 128TH AVE

NO.	REVISION	DATE
1	REVISED	11/21/20

ELECTRICAL SCHEDULES & CALCULATIONS

E606



HVAC PLAN-01-DEMO
3/27/14

- GENERAL NOTES**
- ALL EXISTING CONDITIONS ARE NOT COMPLETELY REVEALED. CONTRACTOR SHALL VERIFY THE ACT AND MAKE ALL NECESSARY CORRECTIONS. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BROOMFIELD SPECIFICATIONS FOR PROPER INSTALLATION OF NEW WORK.
 - ALL INSTALLATION SHALL BE COORDINATED WITH THE ELECTRICAL CONTRACTOR.
 - ALL MECHANICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BROOMFIELD SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BROOMFIELD SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BROOMFIELD SPECIFICATIONS.
 - CONTRACTOR SHALL VERIFY ALL PUBLIC RECORDS AND RECORDS TO BE MAINTAINED AS REQUIRED BY THE CITY OF BROOMFIELD SPECIFICATIONS.

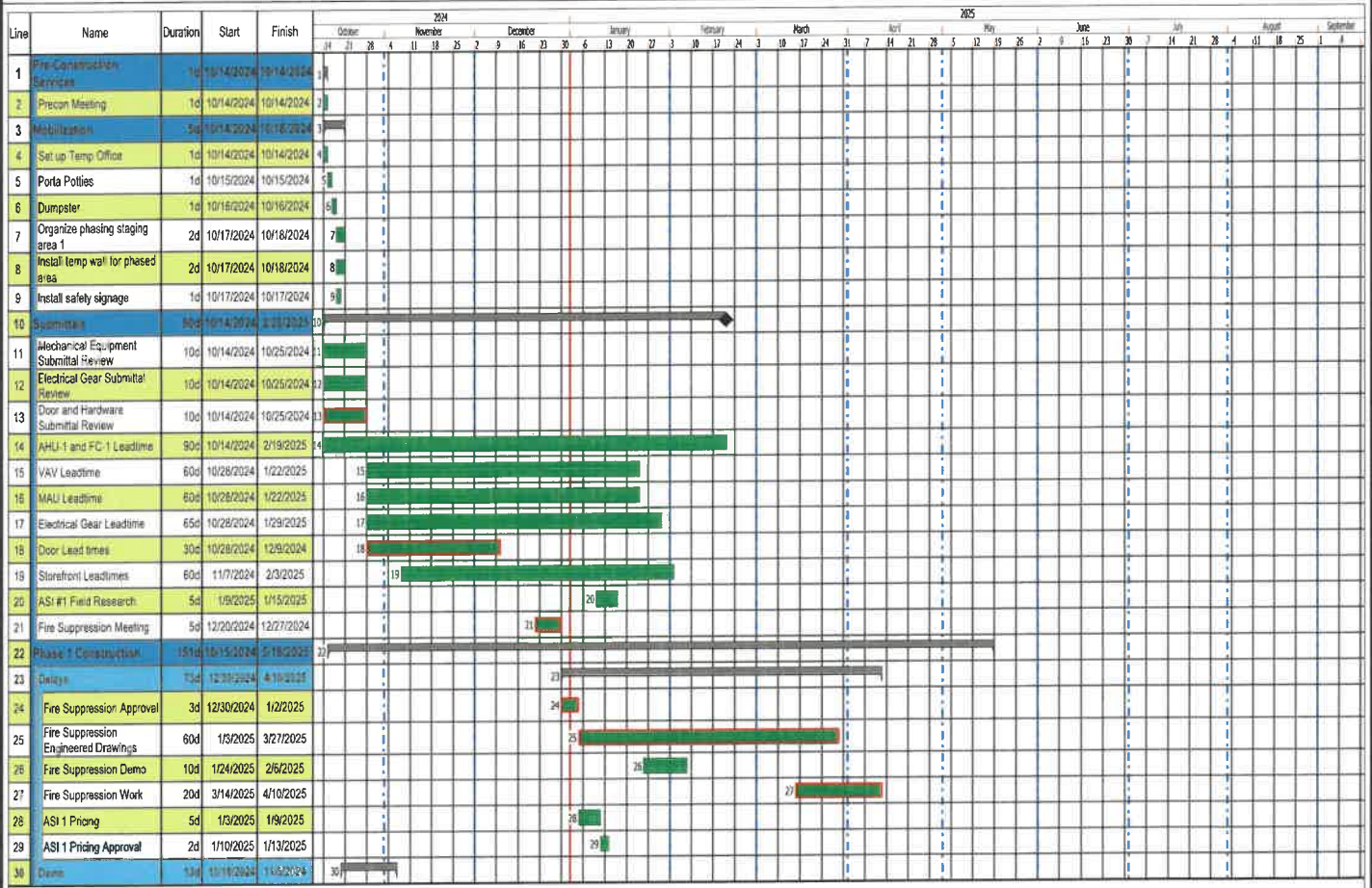


ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BROOMFIELD SPECIFICATIONS.

CITY AND COUNTY OF BROOMFIELD
**NORMAN SMITH SERVICE CENTER
 RENOVATION**
 3001 W 124TH AVE

Project Name	Norman Smith Service Center Renovation
Project No.	14-001
Revision	1
Date	3/27/14
Drawn By	SEH
Checked By	SEH
Approved By	SEH

HVAC PLANS - DEMO
M071



Milestone Appearances
◇ Start Milestone

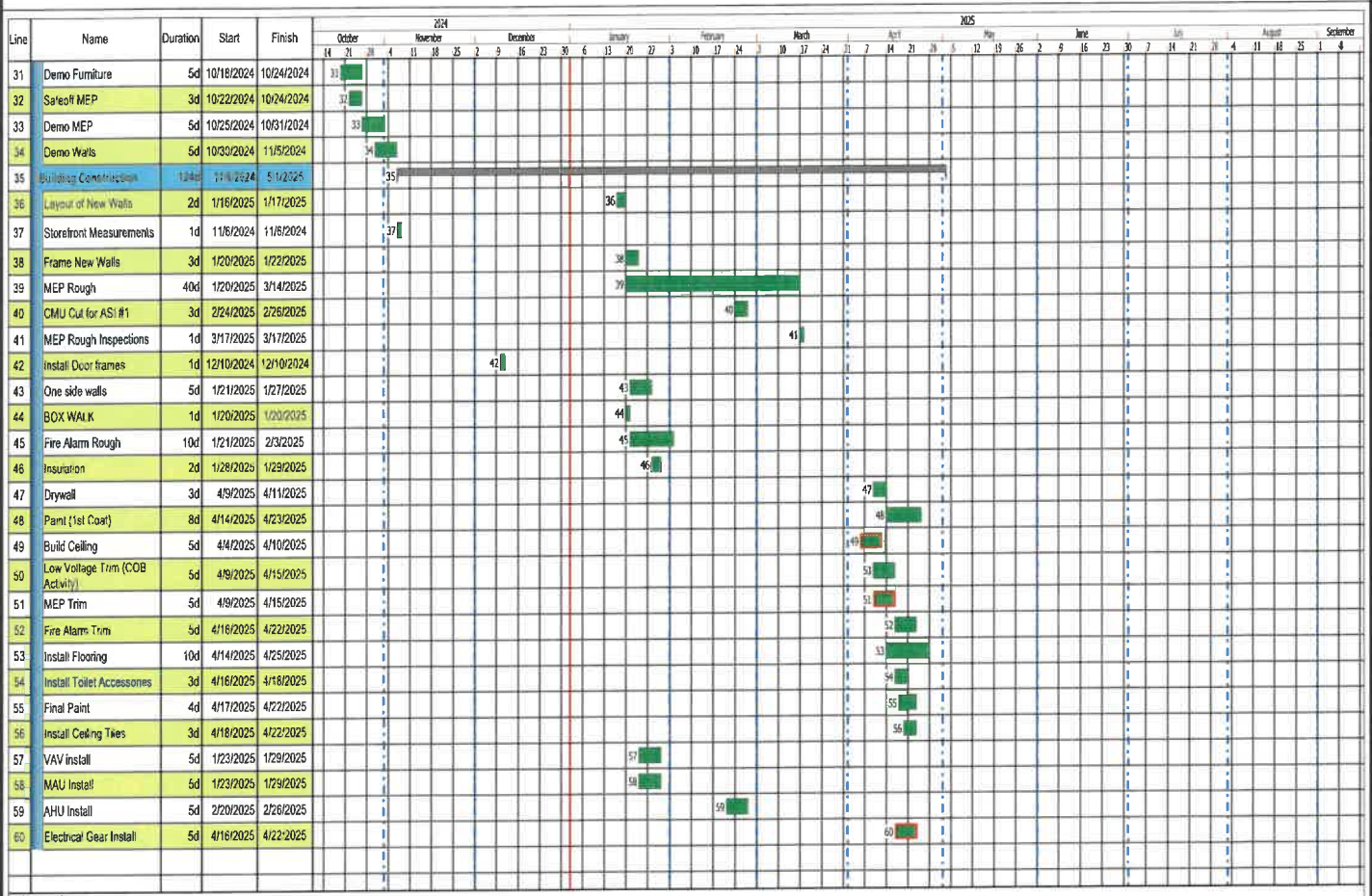
Report Date: 10/14/2024

Revision No. A

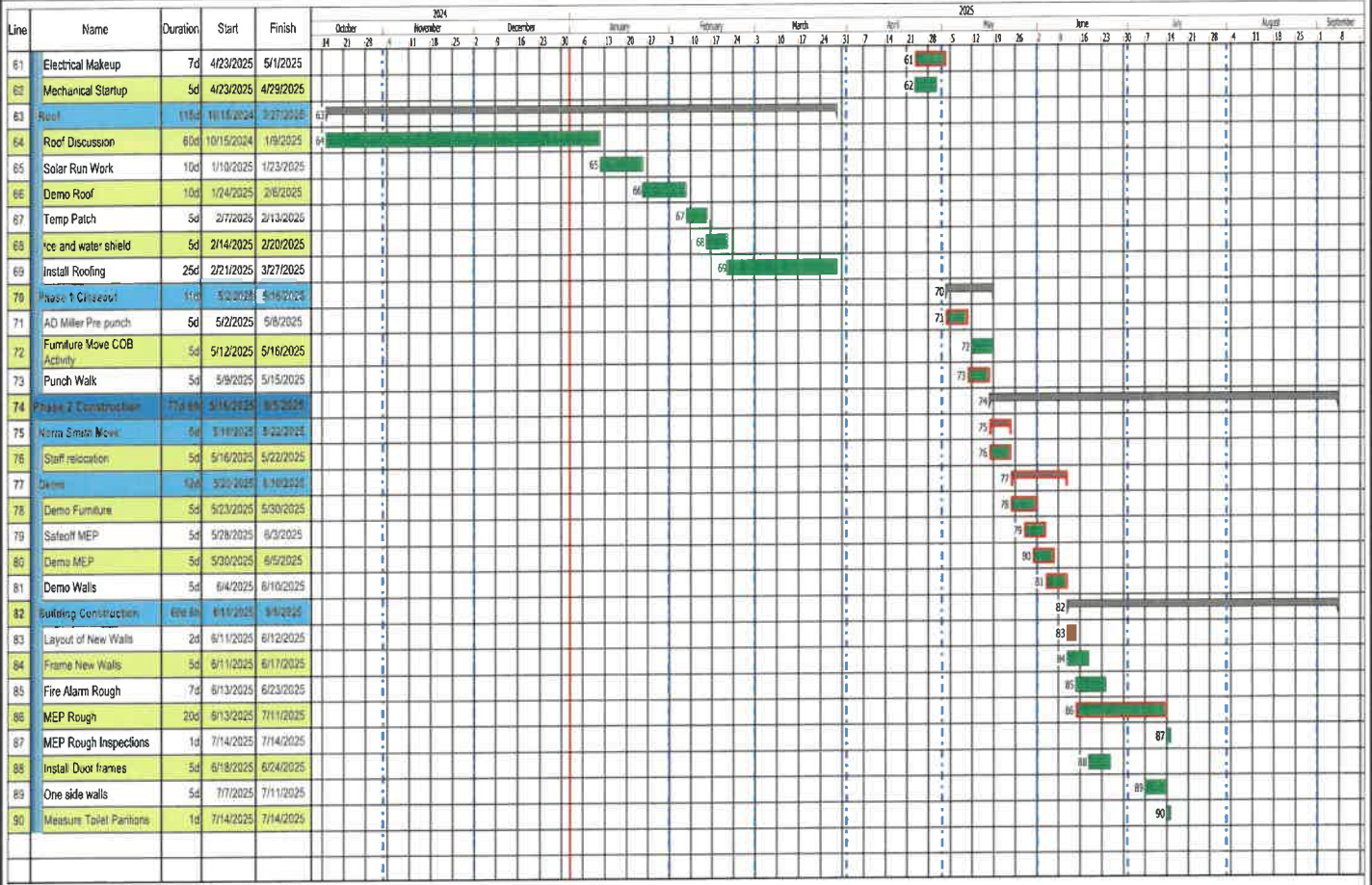
Notes: Comment - Chart Properties

Project Ref. P:\2-CURRENT PROJECTS\2459-Norm Smith\07 - Schedules\CPM\Norm Smith 1.16.2025(Furniture Date Update).pp

Planned by Powerproject



Milestone Appearances
 Start Milestone
 Report Date: 10/14/2024 Revision No. A Notes: Comment - Chart Properties

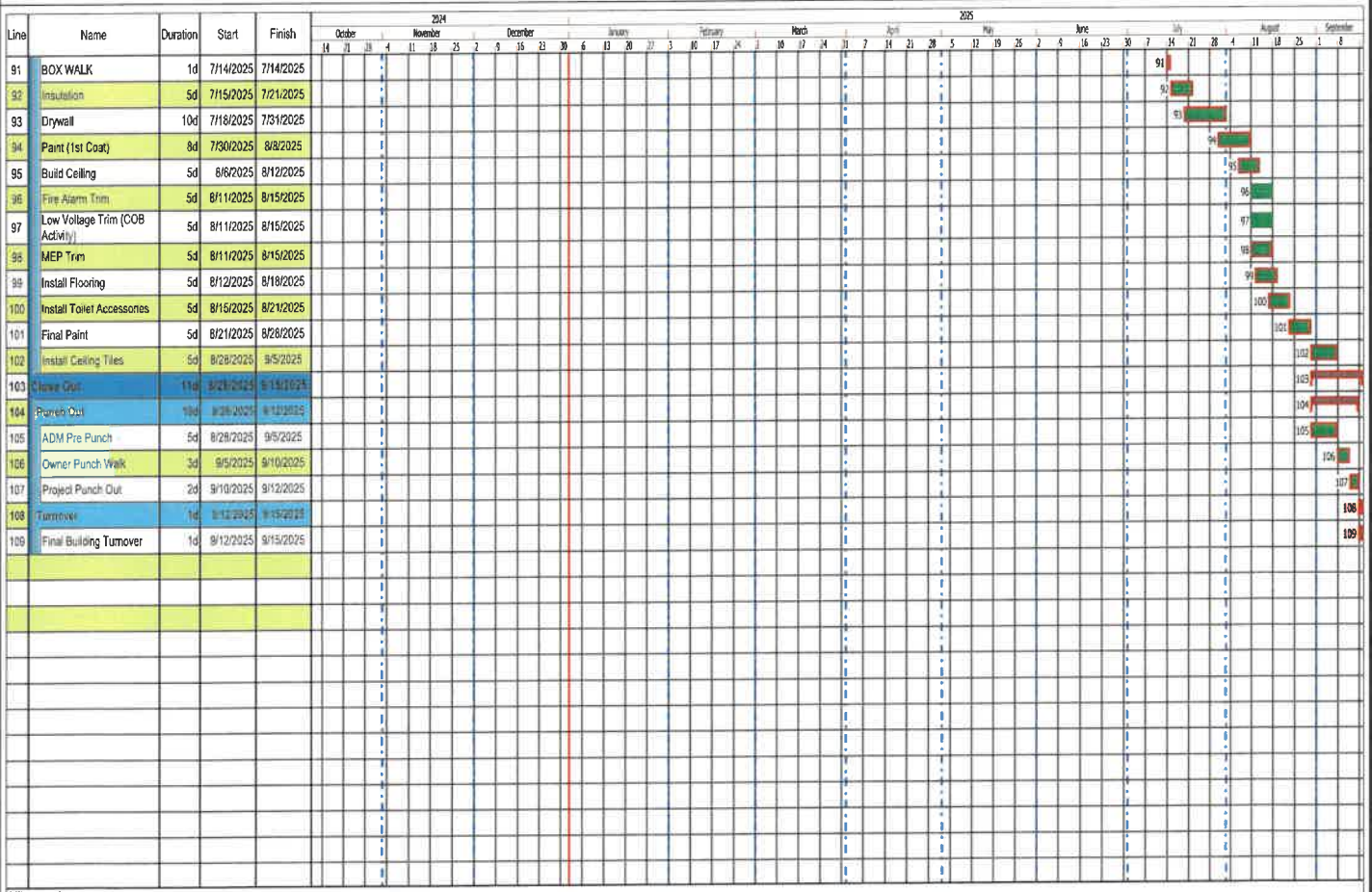


Milestone Appearances
◇ Start Milestone

Report Date: 10/14/2024

Revision No. A

Notes: Comment - Chart Properties



Milestone Appearances
 Start Milestone

Report Date: 10/14/2024

Revision No. A

Notes: Comment - Chart Properties

Exhibit B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1125 17th Street, Suite 1450 Denver CO 80202		CONTACT NAME: Katharine Jilek PHONE (A/C, No, Ext): (303) 980-6265 E-MAIL ADDRESS: Kate.Jilek@bbrown.com		FAX (A/C, No): (720) 962-5142	
INSURED A.D. Miller Services, Inc. 7006 S. Alton Way Bldg E Centennial CO 80112		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: United Fire & Casualty Company			13021
		INSURER B: Pinnacol Assurance			41190
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master Cert **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60534012	05/03/2024	05/03/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60534012	05/03/2024	05/03/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							UM/UIM	\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	60534012	05/03/2024	05/03/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4075903	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			60534012	05/03/2024	05/03/2025	Leased/Rented	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policy terms, conditions and exclusions apply. 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 are included as additional insured when required by written contract. A Waiver of Subrogation applies. Coverage is Primary and Non-Contributory. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Broomfield One DesCombes Driver Broomfield CO 80020-2495	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	--

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City and County of Broomfield

City Council Regular Meeting

F. Proposed Resolution Approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. DBA Honey Bucket and Aspen Waste Systems of Colorado Inc

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6F.
Presented By	
Crystal Clemens, City Clerk	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

The City Clerk's Office received an application for a Trash, Rubbish, and Garbage Hauling License from Northwest Cascade Inc. dba Honey Bucket and Aspen Waste Systems of Colorado Inc. Each applicant has applied to the City and County of Broomfield for a Trash, Rubbish, and Garbage Hauling License to provide roll-offs in Broomfield. Resolution 2025-43 would approve the licenses.

Attachments

[Memo for Honey Bucket and Aspen Waste Systems of Colorado Inc .pdf](#)

[Resolution, No. 2025-43 - Approval of trash, rubbish and garbage hauling license for Northwest Cascade Inc. DBA Honey Bucket.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

The City Clerk’s Office received an application for a Trash, Rubbish, and Garbage Hauling License from [Northwest Cascade Inc. dba Honey Bucket](#) and [Aspen Waste Systems of Colorado Inc.](#) Each applicant has applied to the City and County of Broomfield for a Trash, Rubbish, and Garbage Hauling License to provide roll-offs in Broomfield.

[Chapter 8-04](#) of the Broomfield Municipal Code (B.M.C.) outlines the application and license requirements. The applicant submitted the required application and supplemental materials.

[Section 8-04-110, B.M.C.](#) outlines when a license can be denied: “a license shall be denied on the basis of applicant’s character as it may be relevant to likely compliance with B.M.C Chapter 8-04 or if the City Council determines that licenses granted for a particular locality are adequate for the reasonable needs of the community.”

The applicants have supplied the names of three persons to contact for references which complies with the requirements of Chapter 8-04, B.M.C. The City Clerk’s staff contacted those references and none of these persons raised issues of concern with regard to the Applicant’s character, or the character of the Applicant’s officers or directors, as it may be relevant to compliance with the requirements of Chapter 8-04 BMC.

Council has previously approved the licensed trash haulers for the City and County of Broomfield as shown in the table below that offer various services.

Licensed Trash Haulers								
Company Name (click for company website)	Residential				Commercial/Industrial Services			
	Trash	Recycling	Composting	Roll Off Services	Trash	Recycling	Composting	Roll Off Services
Allied Waste Systems dba Republic Services	X	X		X	X	X		X
Alpine Waste & Recycling	X	X		X	X	X		
Best Cleaner Disposal Inc	X	X			X	X		
Blue Bear Waste Services				X				X
Clementine Curbside			X				X	
Compost Colorado			X				X	
Curbside Roll-Off				X				X

Eco-Cycle						X		
Elite Hauling Services								X
Home Builders Services, Inc.						X		
Ridwell Inc.		X						
Sam's Hauling				X				X
Scraps			X					
Total Disposal, LLC				X				X
Waste Connections of Colorado	X	X		X	X	X		X
Waste Management of Colorado - North Division	X	X		X	X	X		X
Western Disposal	X	X		X	X	X		X
Northwest Cascade Inc. dba Honey Bucket - Proposed				X				
Aspen Waste Systems of Colorado Inc. - Proposed				X	X	X		X

Financial Considerations

Minimal fiscal impact for applicable license fees collected by the City Clerk.

Prior Council or Other Entity Actions

[Proposed Resolution No. 2023-111](#) Approving and Authorizing an Application for Trash, Rubbish, and Garbage Hauling Licenses for Wompost, LLC dba Wompost.

[Proposed Resolution No. 2021-153](#) Approving an Application for a Trash, Rubbish, and Garbage Hauling License for Best Cleaner Disposal, Inc dba BCD

[Proposed Resolution 2021-154](#) Approving an Application for a Trash, Rubbish, and Garbage Hauling License Bluterra Inc. dba Clementine Curbside

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

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

That Resolution 2025-43 be adopted.

Alternatives

If Council does not wish to authorize issuance of the licenses, Council may continue action on the resolution and application to a date certain to request that additional information be provided in order to make a decision; or set the matter for a public hearing and decision on the applications.

RESOLUTION NO. 2025-43

A resolution approving a Trash, Rubbish, and Garbage Hauling License for Northwest Cascade Inc. dba Honey Bucket and Aspen Waste Systems of Colorado Inc

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

Section 1.

A trash, rubbish and garbage hauling license is approved for Northwest Cascade Inc. dba Honey Bucket and Aspen Waste Systems of Colorado Inc.

Section 2.

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

Approved on February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney



City and County of Broomfield

City Council Regular Meeting

G. Board of Equalization - Proposed Resolution for the Adoption of Hearing Officer Recommendations for Abatement Petitions

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6G.
Presented By	
Crystal Clemens	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve actions on three abatement petitions.

Attachments

[BOE Memo for Action on Abatement Petitions - Denials - 2.25.25.pdf](#)

[Resolution 2025-38-BOE - Action on Abatement Petitions - 2.25.2025.pdf](#)

Summary

[View Correspondence](#)

Staff is requesting that Council, sitting as the Board of Equalization, approve actions on several abatement petitions.

Abatements can be received at any time throughout the year, but the deadline for filing is the first working day in January within two years of the date the taxes were levied. As a result, Broomfield tends to see most abatements filed in late December to early January each year; however, petitions may be received at any time throughout the year. Pursuant to C.R.S. §39-1-113(1.7), every abatement or refund petition shall be acted upon within six months of the date of filing of the petition.

The taxpayers identified below have filed abatement petitions alleging that their property has been overvalued or that their tax levy is illegal. Council appointed hearing officers with experience in property valuations to hear protest and abatement cases and make recommendations to City Council on such proceedings.

In some instances the property owner or tax agent declines to participate in the hearing (also known as an “administrative denial”) and elect to forgo the hearing process understanding that the petition will be denied since no evidence was presented supporting the property owner’s position. The property owners and tax agents are willing to take an “administrative denial” because they still have an opportunity to appeal the decision to the State Board of Assessment appeals at the next level.

An administrative denial was requested for the following petitions:

- a. Petitioner Schedule No.: [HOLMAN BROOMFIELD REAL ESTATE R8874105](#)
- b. Petitioner Schedule No.: [LONNSBURY PROPERTIES R1015948](#)

On January 23, 2024, an abatement hearing was held by an appointed hearing officer and neither the petitioner, nor their tax agent attended the hearing. After reviewing all of the evidence presented in the case, the hearing officer is recommending denial of the following petition:

- c. Petitioner Schedule No.: [PERRY FAMILY LLC R2404108](#)

The Assessor’s Office will continue to work with the petitioners as these items are appealed to the State Board of Assessment Appeals, but a formal action of the County Board of Equalization is required before the appeal to the next level may be granted.

Financial Considerations

While there is a financial implication to Broomfield with the adjustment of property valuations, the valuation of property is handled at the individual property level. The hearing officers are well versed in property valuation and will look at each property individually to determine the actual value of the taxable property based on Colorado statutes by using the appropriate valuation method - the cost approach, sales comparison (market) approach or income approach. The findings presented represent the individual assessment of each property, and not the overall impact to Broomfield’s finances.

Prior Council or Other Entity Actions

On February 13, 2024, Council approved [Ordinance 2225](#) transferring the Board of Equalization (BOE) duties from a separate resident board to Council.

On May 28, 2024, Council approved [Resolution No. 2024-41-BOE](#) confirming the appointment of existing hearing officers, appointing a new hearing officer and two new arbitrators.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

Staff recommends Council approve Resolution 2025-38-BOE to formally deny the above referenced abatement petitions. To do so, the appropriate motion is...

That Resolution 2025-38-BOE be adopted.

Alternatives

Do not adopt the Resolution. This is not advised and will result in Broomfield not meeting its statutory deadlines for these petitions.

The City and County Attorney's Office recommends that Council adopt the recommendations of the hearing officer as a final action of the Board of Equalization. The taxpayers will be notified of the decision and will have an opportunity to appeal this decision.

RESOLUTION NO. 2025-38-BOE

A Resolution Denying Certain Abatement Petitions

Recitals.

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

Whereas, pursuant to C.R.S. §39-1-113 and §39-10-114, City Council appointed independent referees, or hearing officers, experienced in property valuation to conduct hearings on behalf of Broomfield's board of equalization and submit final recommendations to Council for approval; and

Whereas, the petitioners identified below have submitted petitions for abatements or refunds for taxes alleging taxes have been levied erroneously or illegally, whether due to erroneous valuation for assessment, irregularity in levying, clerical error, or overvaluation and the petitioners have submitted evidence of the proposed value for the subject property;

Whereas, two petitioners identified below elected to forgo a formal hearing with a hearing officer with the understanding that a decision of denial of the petition would be entered by the County Board of Equalization (i.e. an Administrative Denial);

Whereas, on January 23, 2025 a hearing was conducted on the valuation of the remaining property at issue; and

Whereas, the hearing officer made findings and recommendations detailed below to Council.

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

Section 1.

The findings and recommendations of the hearing officer on attached Exhibit A are hereby adopted by Council, and based on those recommendations, Council hereby **denies** the petitions listed in Exhibit A.

Section 2.

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

Approved on February 25, 2025

Board of Equalization

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

Exhibit A
Resolution 2025-38-BOE
Denials

1. Petitioner Schedule No.: [PERRY FAMILY LLC R2404108](#)

Administrative Denials

1. Petitioner Schedule No.: [HOLMAN BROOMFIELD REAL ESTATE R8874105](#)
2. Petitioner Schedule No.: [LONNSBURY PROPERTIES R1015948](#)



H. Proposed Resolution Almost Home Third Amendment for 2025 Services

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Consent Items Item: 6H.
Presented By	
Lisana Muñoz, Director of Human Services	
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

Overview

Almost Home provides emergency assistance through its Severe Weather Activation Plan (SWAP) Program to Broomfield County. SWAP is an extreme weather hotel/motel voucher program that provides temporary housing for persons experiencing unsheltered homelessness during severe weather. Unsheltered homelessness is defined as a "primary nighttime residence that is a public or private place not designed for human habitation". Severe weather is defined as at or below 32°F and wet, or 20°F and dry. This resolution to approve Amendment 3 would increase the SWAP contract from \$200,000 to \$275,000 as already included in the 2025 budget.

Attachments

[Memo for Almost Home Amendment 3 2025 2025-2-25.pdf](#)

[Resolution 2025-51 Approving a Third Amendment with Almost Home Inc.pdf](#)

[Almost Home Amendment 3 2025 \(SWAP\).pdf](#)

Summary

[View Correspondence](#)

[Almost Home, Inc.](#) has provided emergency assistance through its [Severe Weather Activation Plan \(SWAP\) Program](#) to Broomfield County since October 2022. SWAP is an extreme weather hotel/motel voucher program that provides temporary housing for persons experiencing unsheltered homelessness during severe winter weather. Unsheltered homelessness is defined as a “primary nighttime residence that is a public or private place not designed for human habitation.” ([U.S. Department of Housing and Urban Development](#)) Severe weather is defined as at or below 32°F and wet, or 20°F and dry. The 2022 Agreement was amended twice for program services through the end of 2023. In 2024, Broomfield and Almost Home entered into a new base-year agreement for program services through the end of 2024.

In the fall of 2024, the Department of Human Service (DHS) had been partnering with Adams County to execute an Intergovernmental Agreement (IGA) for a regional approach to these efforts for 2025. However, in December 2024, Adams County informed DHS that due to operational logistics, the IGA couldn't be completed at this time. Instead, DHS completed a [Second Amendment](#) to the current base-year agreement that would allow for program services in 2025 with Almost Home. The Second Amendment established the initial allotment of \$200,000 of the \$275,000 2025 budget for SWAP services for calendar year 2025. This was approved by the City and County Manager per her contract authority.

The proposed Third Amendment would adjust the contract maximum amount to \$275,000 for 2025. Currently, DHS has \$275,000 budgeted for SWAP in the existing 2025 budget. The budgeted amount is based on the average number of activations and hotel vouchers issued. Generally, this assumes 35 vouchers needed per activation at \$100 per night. Of note, between January 17th to 21st there was extreme weather with five inches of snow and 90 straight hours of below-freezing temperatures, resulting in more SWAP activations than average.

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
Human Services Fund: Operations & Admin-Professional Services-Misc (08-40100-53170)	\$275,000
<hr/>	
Almost Home (08-40100-53170) - 2025 Amendment 2	-\$200,000
Almost Home (08-40100-53170) - Proposed Resolution 2025-51 for Amendment 3	-\$75,000
Projected Balance	\$0

Prior Council or Other Entity Actions

Oct. 31, 2022: [Agreement](#) with Almost Home for Severe Weather Activation Plan program services approved by the City and County Manager.

June 13, 2023: [Resolution 2023-83 for First Amendment](#) to the 2022 Almost Home agreement.

Oct. 24, 2023: [Resolution 2023-149 for Second Amendment](#) to the 2022 Almost Home agreement

Jan. 1, 2024: New [Base-Year Agreement](#) with Almost Home for SWAP program services approved by the City and County Manager.

Dec. 10, 2024: [Resolution 2024-173](#) for First Amendment to the Base-Year Agreement with Almost Home.

Jan. 1, 2025: [Second Amendment](#) to the Base-Year Agreement with Almost Home to extend the term to 2025 approved by the City and County Manager.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If the Council desires to approve the Third Amendment to the contract with Almost Home, Inc., the appropriate motion is...

That Resolution 2025-51 be adopted.

Alternatives

Do not approve the contract amendment. Amendment 2 with a cap of \$200,000 will remain in effect.

RESOLUTION NO. 2025-51

A resolution approving a Third Amendment to the Agreement for Severe Weather Activation Program Services with Almost Home, Inc.

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

Section 1.

The Third Amendment to the Agreement for Severe Weather Activation Program Services between the City and County of Broomfield and Almost Home, Inc., increasing the not-to-exceed price to \$275,000, for 2025 Severe Weather Activation Program services 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 Third Amendment, in form approved by the City and County Attorney.

Section 3.

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

Approved on February 25, 2025.

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

THIRD AMENDMENT TO THE AGREEMENT FOR SEVERE WEATHER ACTIVATION PROGRAM SERVICES
BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND ALMOST HOME, INC.

1. PARTIES. The parties to this Third Amendment (this “Third Amendment”) are the City and County of Broomfield, a Colorado municipal corporation and county (the “City”), and Almost Home, Inc., a Colorado nonprofit corporation (the “Contractor”) collectively, the “Parties”, or individually, a “Party.”
2. RECITALS. The Recitals to this Third Amendment are incorporated herein by this reference as though fully set forth in the body of this Third Amendment.
 - 2.1. The Parties entered into a service Agreement for Severe Weather Activation Program Services, dated January 1, 2024 (the “Agreement”) and previously amended on December 10, 2024, and January 1, 2025.
 - 2.2. The Parties to this Third Amendment desire to amend the Agreement to provide additional funding for services in 2025.
3. THE AMENDMENT. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. The Term of this Amendment shall be from January 1, 2025, through December 31, 2025, which is unchanged. The Contractor agrees to continue to provide all services required in accordance with the Agreement throughout this Term.
 - 3.2. The not-to-exceed price for the 2025 term of the Agreement shall be increased by Seventy-Five Thousand dollars (\$75,000.00) from Two Hundred Thousand dollars (\$200,000.00) to Two Hundred and Seventy-Five Thousand dollars (\$275,000.00).
4. AGREEMENT IN FULL FORCE AND EFFECT. Except as amended herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and reaffirmed by the Parties in their entirety.

This Third Amendment is executed by the Parties hereto in their respective names as of February 25, 2025.

THE CITY AND COUNTY OF BROOMFIELD,
a Colorado Municipal Corporation and County

Mayor

APPROVED AS TO FORM:

NCR

City and County Attorney’s Office

CONTRACTOR:

Almost Home, Inc.

By: _____

Name: _____

Address: 22 S. 4th Ave., Suite 102, Brighton, CO
80601



A. Ordinance for the Business Improvement District Formation for Broomfield Town Square - First Reading

Meeting	Agenda Group
Tuesday, February 25, 2025, 6:00 PM	Action Items Item: 7A.
Presented By	
Jeff Romine, Economist - CMO	
Community Goals	

Overview

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinance 2263, would establish a Business Improvement District (BID) related to the Broomfield Town Square (BTS) project. The BID is the third component of financing the BTS project contemplated in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement).

Attachments

[Memo - Broomfield Town Square BID Formation 1st Reading 2-25-2024.pdf](#)

[Ordinance No. 2263 Broomfield Town Square BID Formation .pdf](#)

[BTS -- Operating Plan and Budget BID FINAL 2-25-2025.pdf](#)

[BTS -- Petition to form BID DRAFT 2-14-2025.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Proposed Ordinance 2263, if approved, would establish a Business Improvement District (BID) related to the Broomfield Town Square (BTS) project.

The BID is the third component of financing for the BTS project, as outlined in the 2019 Redevelopment and Reimbursement Agreement (Redevelopment Agreement). Other components of public or district financing to support the development include the establishment of the Metropolitan District (formed in 2020) and the amendment and formation of an Urban Renewal Area (which will be considered by the City Council and the Broomfield Urban Renewal Authority on March 25, 2025). Note: The Redevelopment Agreement, approved on November 12, 2019, established the financial commitments of the City and County of Broomfield, such as committed shares of annual tax revenue resulting from the development, net and gross maximum reimbursement limits, other contributions, and commitments to support the proposed BTS development.

Business Improvement District

Background and Requirement for Formation:

A BID is a legal governmental entity that can be created by a municipality pursuant to Colorado's "Business Improvement District Act", CRS 31-25-1201 *et seq.* to promote the vitality of commercial business areas within a municipality. A BID has the power to own property, impose a tax levy, and provide the following services within its boundaries: consult on planning or managing development activities; maintenance of improvements; promotion or marketing of district activity or public events; activities in support of business recruitment, management, and development; security for businesses and public areas; and snow removal or refuse collection.

A BID can be formed by the City Council upon approval of an ordinance. In order for the City Council to consider an ordinance forming the BID, first a petition seeking the formation of BID must be submitted to the City that is signed by persons who own real or personal property within the proposed district having a valuation for assessment of not less than fifty percent (50%) of the valuation of all real and personal property in the service area of the proposed district. Accompanying the petition shall be an operating plan and proposed budget for the district. Each year the BID must submit to the City its operating plan and proposed budget no later than September 30th.

Once established, a BID is governed by a board of directors of no less than five (5) individuals appointed by the City Council and who serve at the pleasure of the Council. Board members must be eligible electors who live within the district's boundaries or own taxable real or personal property within the district.

Transfer of Property and Qualification as Petitioners:

On or about February 13, 2025, the City transferred by Special Warranty Deed to Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs (the Grantees), each as to a 1/5th interest, as tenants in common Lot 2, Broomfield Town Square, Filing No. 1 in the City and County of Broomfield. This transfer was authorized by [Ordinance No. 2108](#) approved by the City Council on November 12, 2009. Pursuant to the Special Warranty Deed, the property is subject to be reclaimed by the City if the Grantees or their successors or assigns have not on or before December 31, 2026, either (i) commenced construction of horizontal infrastructure of the Broomfield Town Square development north of 1st Avenue; or (ii) issued

bonds or otherwise obtained sufficient financing to allow for the commencement of construction of all horizontal infrastructure required for the Broomfield Town Square development within 60 days of obtaining all necessary permits from the City and County of Broomfield. Acceptance of the deed qualified the Grantees to petition the City for the formation of the Broomfield Town Square BID.

Subsequent to acceptance of the Lot 2, the Grantees submitted to the City a proposed Petition* to Organize a BID together with a 2025 and 2026 Operating Plan and Budget for the Broomfield Town Square Business Improvement District. The proposed boundary of the BID at its formation is limited to Lot 2. The developer is expected to request that the City Council expand the boundary upon further transfer of property by the City to include the entire Broomfield Town Square development.

**Proposed Petition to Organize a BID:* At the time of publication of this memo, the petition remains proposed and unsigned. A final petition, signed by the Grantees, will be added to the agenda packet when received. This is expected before the first reading scheduled for February 25, 2025.

Operating Plan and Budget:

The proposed 2025 and 2026 Operating Plan and Budget identify: (1) the composition of the Board of Directors; (2) the temporary boundary and service area of the BID; (3) the services and improvements to be provided by the BID together with the proposed 2025 and 2026 budget; and (4) the estimated taxes, fees, and assessments to be imposed by the BID.

As submitted, the Petition and the proposed plan names Bryon White, Tim Fredregill, Patricia McHenry, Rod Wagner, and Joseph Vostrejs (the Grantees) to the Board of Directors. The Grantees are the only qualified electors able to serve at the time of formation.

The proposed plan and budget anticipate the BID will construct, install or cause to be constructed or installed, certain public improvements including, without limitation, water services, safety protection devices and services, sanitation services, marketing, streetscape improvements, street improvements, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscaping, storm and wastewater management facilities, and associated land acquisition and remediation. The costs of the public improvements include the costs of design, acquisition, construction, and financing. A preliminary estimate of the costs is approximately \$68M. The proposed 2025 and 2026 budgets for the BID total \$50,000 annually.

The BID is anticipated to hold an election on May 6, 2025 for the purposes of authorizing debt, taxes, revenue limits, spending limits, and special assessments. The initial maximum debt authorization for the BID shall be \$104M. This debt limit is an aggregate limit with the Metropolitan Districts so that, collectively, the BID and the Metropolitan Districts may not issue bonds in excess of \$104M. Similarly, the BID's taxing ability shall be constrained to debt service mill levy limitations of 50 mills in the aggregate when combined with the debt service mill levies of the Metropolitan Districts. An additional 15 mills is permitted for operations and administrative expenses. The maximum voted interest rate permitted for any debt issued by the BID shall be eight percent (8%) which may be increased to ten percent 10% with administrative approval of the City and County Manager and the City and County Attorney. The maximum underwriting discount shall be three percent (3%).

The BID may consider issuing debt beginning in 2026 if the issuance of debt is approved by the electors of the BID at the May 6, 2025 election.

Proposed Ordinance No. 2263:

Proposed Ordinance No. 2263, if approved, finds that the Petition submitted by the Grantees meets the statutory criteria for the creation of a Business Improvement District and establishes the Broomfield Town Square Business Improvement District. It also (1) establishes the Board of Directors; (2) establishes the temporary boundary; and (3) approves the 2025 and 2026 Operating Plan and Budget.

Financial Considerations

The formation of the BID is expected to have limited financial impact to the City and County. The BID will cause some additions to regular activities of both the City and County and BURA, such as the collection of funds through imposing certain tax levies. It is anticipated that, like other taxing entities, the BID will seek to have Broomfield collect and disperse any taxes levied by the BID. This process is similar to that used for other taxing entities. The City will be provided a fee for this service.

Prior Council or Other Entity Actions

[September 12, 2023](#) - Approved the Broomfield Town Square Filing No. 1 Site Development Plan and Urban Renewal Site Plan, Improvement Agreement, and Ownership and Maintenance Agreement.

[September 13, 2022](#) - Approved the Broomfield Town Square PUD Plan, Final Plat, and the Ninth Amendment to the 2016 Comprehensive Plan for a Land Use Map Amendment related the BTS property.

[November 12, 2020](#) - City Council and BURA approved a Supplemental Cost Sharing Agreement with Broomfield Town Square Alliance, LLC.

[August 25, 2020](#) - Approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2.

[November 12, 2019](#) - City Council and BURA approved a Redevelopment and Reimbursement Agreement with Broomfield Town Square Alliance, LLC.

[May 21, 2019](#) - City Council and BURA approved a Predevelopment Agreement with Broomfield Town Square Alliance, LLC.

Boards and Commissions Prior Actions and Recommendations

[March 22, 2021](#) - Land Use Review Commission found and declared the Broomfield Town Square URA Plan to be consistent with the Comprehensive Plan and recommended approval of the plan.

Proposed Actions / Recommendations

If Council desires to approve the petition and approved on first reading the ordinance that would create the Business Improvement District, the appropriate motion is...

That Ordinance No. 2263 be adopted on first reading and ordered published in full and that a second reading and public hearing be held on March 25, 2025.

Alternatives

Do not establish the Business Improvement District at this time. This would not preclude the developer from resubmitting the petition at a later date.

Broomfield Town Square Development Background

Approved Development Plans

On [September 12, 2023](#), the City Council approved a site development plan, improvement agreement and other related agreements for the Broomfield Town Square development which comprises approximately 39 acres and is generally located northeast of Main Street and West 120th Avenue. Broomfield currently owns the properties and Broomfield's master planning documents have long envisioned a town square in this location.

The approved site development plan allows up to 491 residential units including 12 townhomes and 479 rental apartments and anticipates up to 63,590 square feet of commercial development including a redevelopment of the former grocery store in the initial phase. Significant public improvements, including a 4 acre lake, plaza and walk areas, and publicly accessible parking garage are also included in Phase 1. Future phases could include up to 152 additional residential units for a total of 643 residential units and up to 187,000 square feet of total commercial uses across the property.

Redevelopment and Reimbursement Agreement

On [November 12, 2019](#), City Council approved a Redevelopment and Reimbursement Agreement concerning the Broomfield Town Square development. This Redevelopment Agreement addresses the sharing of revenues generated from within the property by Broomfield and the Broomfield Urban Renewal Authority (BURA) with the developer to assist with financing the public improvements included within the development.

Specifically, the Redevelopment Agreement commits Broomfield to sharing with the Developer the maximum net reimbursement amount of \$20M in tax increment revenue generated by the City and County from the project. If the developer issues bonds for development project financing, the reimbursement amount will include eligible financing costs for a gross maximum reimbursement total of up to \$54.0M. If the development financing does not include bond financing maximum gross reimbursement shall not exceed \$48M. In addition to the revenue sharing provisions, the Redevelopment calls for the transfer of the land owned by Broomfield, including the former grocery store and parking areas, to the developer for the purposes of redevelopment and development. This commitment extends until December 31, 2044. In addition to the sharing of tax increment revenue and property transfer, the City agreed in the Redevelopment Agreement to cooperate with the developer to form and/or adopt an Urban Renewal Plan, Business Improvement District, and Metropolitan District for the project. Such action will aid the developer in financing the public improvements required for the project.

Metropolitan District

On [August 25, 2020](#), City Council approved Service Plans for Broomfield Town Square Metropolitan District Nos. 1 and 2. The Service Plans include interest rate caps and a provision that an analysis of interest rates will be performed prior to the issuance of debt to assess reasonableness of the proposed interest rates. A maximum of \$104M of debt is authorized by the Service Plans. Any issuance of debt by the Metropolitan Districts will require the approval of the City and County Manager and City and County Attorney.

Urban Renewal Plan

The Broomfield Town Square project is partly within the existing Broomfield Plaza Civic Center Urban Renewal Area (Broomfield Plaza URA). The developer has proposed a new Broomfield Town Square Urban Renewal Area (Town Square URA) encompassing the entire project area. Consequently, staff will be

presenting for City Council consideration on March 25, 2025 resolutions to amend the impacted Broomfield Plaza URA and approve the new Town Square URA. The tax increment revenue (reimbursement amount) pledged by Broomfield in the 2019 Redevelopment Agreement will annually flow through the newly created Town Square URA, until either the gross reimbursement amount has been met or the agreement expires at the end of 2044.

In coordination with the proposed amended and new URA plans, staff will also request on March 25, 2025 that BURA approve tax revenue sharing agreements with Boulder Valley School District (BVSD), Broomfield Town Square Metropolitan District, North Metro Fire & Rescue District, and Northern Colorado Water Conservation District (Northern Water). The anticipated financial contribution to the Broomfield Town Square project by BVSD is estimated to be approximately \$20.0M through 2050. There is no financial impact to North Metro or Northern Water as BURA will not retain any of the taxes levied by either entity and each will receive 100% of any tax increment generated by the project. Mile High Flood District had previously consented to the formation of the Town Square URA in 2022 and will renew its letter of approval upon the City Council's approval of the new URA plan.

ORDINANCE NO. 2263

An ordinance declaring the organization of the Broomfield Town Square Business Improvement District, establishing and appointing a Board of Directors, and approving the 2025 and 2026 Operating Plan and Budget

Recitals.

Whereas, a Petition for the Organization of the Broomfield Town Square Business Improvement District (the “Petition”) was filed with the Clerk of the City and County of Broomfield (the “City”) on or about February 19 , 2025.

Whereas, on February 25, 2025, the City Council of the City and County of Broomfield (“City Council”) fixed by order the time and place for a hearing on the Petition.

Whereas, on March 25, 2025, the City Council held a public hearing on the Petition.

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

Section 1.

The City Council hereby makes the following findings regarding the Petition for the proposed Broomfield Town Square Business Improvement District (the “BID”):

- (1) Notice of place and time of the hearing on the Petition was published in the Broomfield Enterprise and mailed to each property owner within the service area and the boundaries of the proposed BID at such property owner’s last known address, as disclosed by county tax records.
- (2) The Petitioners are the owners of real or personal property in the service area of the proposed BID (a) having a valuation for assessment of not less than fifty percent (50%) of the valuation for assessment of all real and personal property in the service area of the proposed BID; and (b) which comprises at least fifty percent (50%) of the acreage in the legal boundaries of the proposed BID.
- (3) The signatures of the Petitioners are genuine.
- (4) The Petition was accompanied by a bond with security approved by the City Council or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the BID is not effected.

(5) The corporate name of the proposed BID is Broomfield Town Square Business Improvement District.

(6) A general description of the boundaries and service area of the proposed BID is as follows:

- (a) The legal description of the BID is set forth in Exhibit A, attached here to and incorporated herein. A map of the BID is on file with the City and County Clerk.
- (b) The legal description of the Service Area of the BID is set forth Exhibit B, attached hereto and incorporated herein. A map of the Service Area is on file with the City and County Clerk.
- (c) Pursuant to Section 31-25-1208(3), C.R.S., if at any time, the tax classification of property within the Service Area is changed from residential or agricultural to business or commercial uses, such property shall no longer be excluded from the boundaries of the BID.

(7) The property within the boundaries and the service area of the proposed BID is located within the boundaries of the City; therefore, the City has jurisdiction to organize the BID.

(8) None of the taxable real or personal property to be included in the boundaries of the proposed BID is classified for property tax purposes as either residential or agricultural.

(9) No property to be included in the boundaries of the proposed BID is within the boundaries of another business improvement district authorized under Title 31, C.R.S.

(10) All of property within the service area of the BID is a location hereby designated for new business or commercial development pursuant to Section 31-25-1203(10), C.R.S.

(11) The Petition was duly signed and presented in conformity with Sections 31-25-1201, et seq., C.R.S., as amended (the "Business Improvement District Act"), the allegations of the Petition are true, and the types of services or improvements to be provided by the proposed BID are those services or improvements which best satisfy the purposes set forth in the Business Improvement District Act.

Section 2.

The City Council hereby declares the above-described Broomfield Town Square Business Improvement District organized in accordance with the Business Improvement District Act, and all other applicable statutes and laws of the State of Colorado. The BID shall be a quasi-municipal corporation and political subdivision of the State with all powers and responsibilities thereof.

Section 3.

Pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council may appoint the initial members for the Board of Directors of the BID (the “Board”) to serve at the pleasure of the City Council. Each member of the Board shall be an elector of the BID as “elector” is defined in Section 31-25-1203(4)(a), C.R.S.

(1) The City Council hereby establishes the Board of Directors of five (5) members and hereby appoints as directors the individuals named in the 2025 and 2026 Operating Plan to serve as the initial members of the Board of Directors.

(2) Members of the Board of Directors shall serve at the pleasure of the City Council pursuant to Section 31-25-1209(1)(b), C.R.S. Any subsequent members of the Board of Directors shall be appointed by resolution of the City Council.

(3) The Board of Directors shall carry out the responsibilities required of such Board by the Business Improvement District Act, any Operating Plan and Budget, and all other applicable ordinances and laws.

Section 4.

In accordance with Section 31-25-1211, C.R.S., the 2025 and 2026 Operating Plan and Budget is hereby approved. A copy of the 2025 and 2026 Operating Plan and Budget is available on file with the City and County Clerk. Given the date of this Ordinance, the 2025 and 2026 Operating Plan and Budget shall apply to the BID’s activities for the remainder of 2025 and for 2026. If the BID amends the 2025 and 2026 Operating Plan or either the 2025 Budget or 2026 Budget after this Ordinance is effective, the amendment must be approved by the City Council in substantially the same manner as the process for formulating the operating plan and budget for each year. Beginning on September 30, 2026 (for use in 2027), an annual Operating Plan and Budget will be submitted to the City Council on or before September 30th of each year.

Section 5.

All acts, orders, resolutions, or parts thereof, of the City that are inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 6.

Should any part or provision of this Ordinance be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, it being the intention that the various provisions hereof are severable.

Section 7.

The City and County Clerk is hereby directed to advise the representatives of the BID in writing of this action and to attach a certified copy of this Ordinance.

Section 8.

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

Introduced and approved after first reading on February 25, 2025, and ordered published in full.

Introduced a second time and approved on March 25, 2025, and ordered published.

The City And County Of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved As To Form:

City and County Attorney

EXHIBIT A

Legal Description and Map of the Boundaries of the BID

Lot 2, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado

EXHIBIT B

Legal Description and Map of the Service Area of the BID

Lot 2, Broomfield Town Square, Filing No. 1, City and County of Broomfield, State of Colorado

2025 AND 2026 OPERATING PLAN AND BUDGET
FOR
BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
CITY AND COUNTY OF BROOMFIELD, COLORADO

Prepared

By

McGEADY BECHER CORTESE WILLIAMS P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203-1254

Submitted: _____

Approved: _____

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I. PURPOSE AND SCOPE OF BID

A. Requirement for this Operating Plan.

Section 31-25-1211, Colorado Revised Statutes (“**C.R.S.**”) requires the Broomfield Town Square Business Improvement District (the “**BID**”) to file an Operating Plan and Budget with the Clerk of the City and County of Broomfield (the “**City**”) no later than September 30 of each year.

Pursuant to Sections 31-25-1201, et seq., C.R.S., as amended (the “**Business Improvement District Act**”), the City is to approve or disapprove the Operating Plan and Budget within thirty (30) days of submittal of all required information. After approval, the services, improvements, and financial arrangements of the BID shall conform so far as practicable to the approved Operating Plan and Budget, pursuant to Section 31-25-1211, C.R.S.

The BID will operate under the authorities and powers allowed under the Business Improvement District Act, as further described and limited by this Operating Plan.

B. Required Content of Operating Plan.

The Business Improvement District Act requires this Operating Plan to specifically identify: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the BID; (3) the taxes, fees, and assessments to be imposed by the BID; (4) the estimated principal amount of the bonds to be issued by the BID; and (5) such other information as the City may require.

This Operating Plan and any subsequent operating plans that are approved by the City, will be incorporated herein by reference, and shall remain in full force and effect, except as specifically or necessarily modified hereby by amendment approved by the City Council pursuant to Section 31-25-1211, C.R.S.

C. Purpose of BID.

As may be further articulated in succeeding years’ Operating Plans, the ongoing and/or contemplated purposes of the BID for 2025 and 2026 include services related to the acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including any “Improvements,” as defined in Section 31-12-1203(15), C.R.S., and the BID shall be authorized to exercise all powers as set forth in Section 31-12-1212, C.R.S., except as otherwise limited in any Operating Plan approved by the City.

D. Ownership of Property or Major Assets.

The BID may own public improvements, easements, real property and facilities not otherwise dedicated to other public entities for ownership, operation and maintenance.

E. Contracts and Agreements.

It is anticipated that the BID may enter into various agreements with private parties to facilitate the funding, construction, operation and maintenance of public improvements. The BID is not currently a party to any contracts or agreements. The BID may also enter into agreements with the City, metropolitan districts, authorities, business improvement districts or other public entities encompassing adjacent developments in order to cooperate on infrastructure projects. It is anticipated that the BID will enter into an intergovernmental agreement with the Broomfield Town Square Metropolitan District Nos. 1 and 2 (collectively, the “**Metro Districts**”) concerning the financing, construction, ownership and operation of public improvements.

II. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization.

The District has been organized by the City as requested in the Petition for Organization.

B. Governance.

Pursuant to Section 31-25-1209(1)(d), C.R.S., it is anticipated that the City Council of the City will appoint the initial Board of Directors for the BID (“**Board of Directors**”), which shall have up to five (5) members, and shall serve at the pleasure of the City Council.

C. Board of Directors.

The BID will be managed by a Board of Directors consisting of five (5) members all of whom shall be voting members. The initial Board members are:

Tim Fredregill;

Patricia McHenry;

Joseph Vostrejs;

Rod Wagner; and

Bryon White.

Board member and other pertinent contact information is provided in **Exhibit A**.

D. Term Limits.

Pursuant to Section 31-25-1209(1)(b), C.R.S., the Directors shall serve at the pleasure of the City Council.

E. Advisory Board.

The Board of Directors may appoint one or more advisory boards of owners of property within the boundaries of the BID to assist the Board of Directors on such matters as the Board of

Directors desires assistance. The Board of Directors shall, upon the appointment of an advisory board, set forth its duties, duration and membership. The Board of Directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules.

III. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The initial BID boundaries and Service Area of the BID are approximately 1.5 acres as described and depicted in **Exhibit B**.

If any property is excluded from the boundaries of the BID pursuant to Section 31-25-1208(3), C.R.S., and if at any time, the tax classification of such property within the Service Area is changed from residential or agricultural to commercial or business use, such property shall no longer be excluded from the boundaries of the BID.

IV. PUBLIC IMPROVEMENTS

The BID will provide public improvements and services within the boundaries of the BID; however, there may be instances where the BID will provide public improvements and services outside of the boundaries of the BID as part of the project. The BID shall have the authority to provide these public improvements and services.

The public improvements that the BID anticipates it will construct, install or cause to be constructed or installed, include those public improvements the cost of which may, in accordance with the Business Improvement District Act, lawfully be paid for by the BID, including, without limitation, water services, safety protection devices, sanitation services, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, landscape and storm and wastewater management facilities and associated land acquisition and remediation (collectively, the “**Public Improvements**”). The costs of such Public Improvements include the costs of design, acquisition, construction, and financing.

A preliminary estimate of the costs of Public Improvements to be provided by the BID is attached hereto as **Exhibit C**.

The BID shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Business Improvement District Act, and other applicable statutes, common law and the Constitution of the State of Colorado. Plans and specifications of proposed Public Improvements shall be approved by the City before construction or installation of improvements is commenced, as required by Section 31-25-1212(1)(j), C.R.S.

The property owners within the BID request that the City designate the territory within the BID as a location for new business or commercial development pursuant to Section 31-25-1203(10), C.R.S.

V. ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE

The BID shall provide for ownership, operation, and maintenance of those Public Improvements not being dedicated to another governmental entity, whether directly or pursuant to contracts with other parties.

VI. FINANCIAL PLAN AND BUDGET

A. 2025 and 2026 Budgets.

The proposed 2025 and 2026 Budgets for the BID are attached as **Exhibit D**.

B. Authorized Indebtedness.

The BID is anticipated to hold an election on May 6, 2025, for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Article X, Section 20 of the Colorado Constitution (“**TABOR**”). The initial maximum debt authorization for the BID shall be \$104,000,000 (“**Debt Limit**”). This Debt Limit shall be an aggregate Debt Limit with the Metro Districts so that, collectively, the BID and the Metro Districts may not issue bonds in excess of the Debt Limit.

A Financial Plan which supports the initial maximum debt authorization stated above is attached hereto as **Exhibit E**. No special assessments will be imposed without City Council approval of an amended Operating Plan.

C. Property Tax and Mill Levy Caps.

The BID’s taxing ability shall be constrained to a mill levy limitation of up to 50 mills for debt service purposes (“**Debt Mill Levy Cap**”); provided that if, on or after August 25, 2020, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of Directors in good faith so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the date the City’s approval to organize the BID, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. Notwithstanding the foregoing, the aggregate debt service mill levies of any properties located within both the BID and a Metro District will not at any time exceed the Debt Mill Levy Cap.

Further, the BID is authorized to impose a mill levy of up to fifteen (15) mills for general operations and administrative expenses, given the on-going operations and maintenance to be undertaken by the BID within its boundaries”); provided that if, on or after August 25, 2020, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board of Directors in good faith so that, to the extent possible, the actual tax revenues generated by the mill

levy, as adjusted for changes occurring after the date the City's approval to organize the BID, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

D. BID Revenues.

The BID anticipates developer funding for initial revenue sources and thereafter revenues derived from bonds, property taxes, fees, and any other legally available revenues of the BID.

The BID may also be the beneficiary of revenues derived from a privately imposed public improvement fee ("PIF"), including without limitation, an add-on PIF for retail, sales or lodging.

E. Existing Indebtedness.

The BID has no outstanding debt obligations.

F. Anticipated Future Indebtedness.

The BID may consider issuing debt in 2026 if the issuance of debt is approved by the electors of the BID at the May 6, 2025 election.

The interest rate on any debt is expected to be the market rate at the time the debt is incurred. In the event of a default, the maximum interest rate on any debt is not permitted to exceed twelve percent (12%). The maximum underwriting discount shall be three percent (3%). Notwithstanding the maximum voted interest rate, the maximum interest rate that may accrue on District debt shall be eight percent (8%). If current market conditions support an interest rate greater than eight percent (8%), the maximum interest rate on District debt may be increased up to ten percent (10%) with administrative approval of the City and County Manager and the City and County Attorney.

Prior to the issuance of any privately placed debt, the BID shall obtain the certification of an external financial advisor stating that the net effective interest rate does not exceed a reasonable current market interest rate, given the structure of the financing.

G. Other Financial Obligations.

The BID may enter into agreements including developer reimbursement agreements or other agreements and leases; as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, or for any other purpose related to the BID's activities.

H. BID Debt Is Not City Debt.

The BID's debt will not constitute a debt or obligation of the City in any manner. The City's full faith and credit will not be pledged for the repayment of the BID's debt. These statements shall be clearly stated on all offering documents and disclosure statements associated with any debt issued by the BID.

I. Limitations on Developer Reimbursements.

In the event the BID procures or pays for Public Improvements outside of a public bid process, prior to reimbursement to the developer of property within the BID or payment to a third party on behalf of the developer, a qualified independent third-party engineer or accountant, as applicable, shall certify to the BID that the costs of the Public Improvements are reasonable.

A qualified independent third-party engineer or accountant, as applicable, shall certify to the BID that Public Improvements financed by the BID are fit for their intended purposes.

In the event the BID agrees to reimburse the developer for an advance of money, property, or services, then the BID shall not pay a rate of simple interest that exceeds eight percent (8%).

VII. 2025 AND 2026 ACTIVITIES, PROJECTS, AND CHANGES

The City approved the BID's organization in Spring of 2025; therefore, this Operating Plan shall apply to both 2025 and 2026, and there are no changes from the prior year. Additionally, Exhibit D includes budgets for both 2025 and 2026. The BID anticipates that it will undertake the financing and operation and maintenance of Public Improvements commencing in 2026, subject to the needs of the development.

VIII. DISSOLUTION

The BID is anticipated to have ongoing operations and maintenance obligations that will necessitate a perpetual existence. If the BID no longer has such obligations, the BID may seek to dissolve pursuant to Section 31-25-1225, C.R.S.

In no event shall the BID be dissolved until the BID has provided for the payment or discharge of all outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. CONCLUSION

It is submitted that this Operating Plan and Budget for the BID meets the requirements of the Business Improvement District Act, the Colorado Constitution, and the additional information required by the City.

It is further submitted that the types of services and improvements to be provided by the BID are those services and improvements which satisfy the purposes of Part 12 of Article 25 of Title 31, C.R.S.

EXHIBIT A

Board of Directors and Other Contact Information

Directors:

Timothy Fredregill
Milender White Inc.
tfredregill@milenderwhite.com

Joseph Vostrejs
City Street Investors LLC
jvostrejs@citystreetinvestors.com

Bryon White
Milender White Inc.
bw@milenderwhite.com

Patricia McHenry
City Street Investors LLC
pmchenry@citystreetinvestors.com

Rod Wagner
City Street Investors LLC
rwagner@citystreetinvestors.com

EXHIBIT B

BID Boundaries Legal Description and Map

LOT 2, BROOMFIELD TOWN SQUARE, FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. 20220131184, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

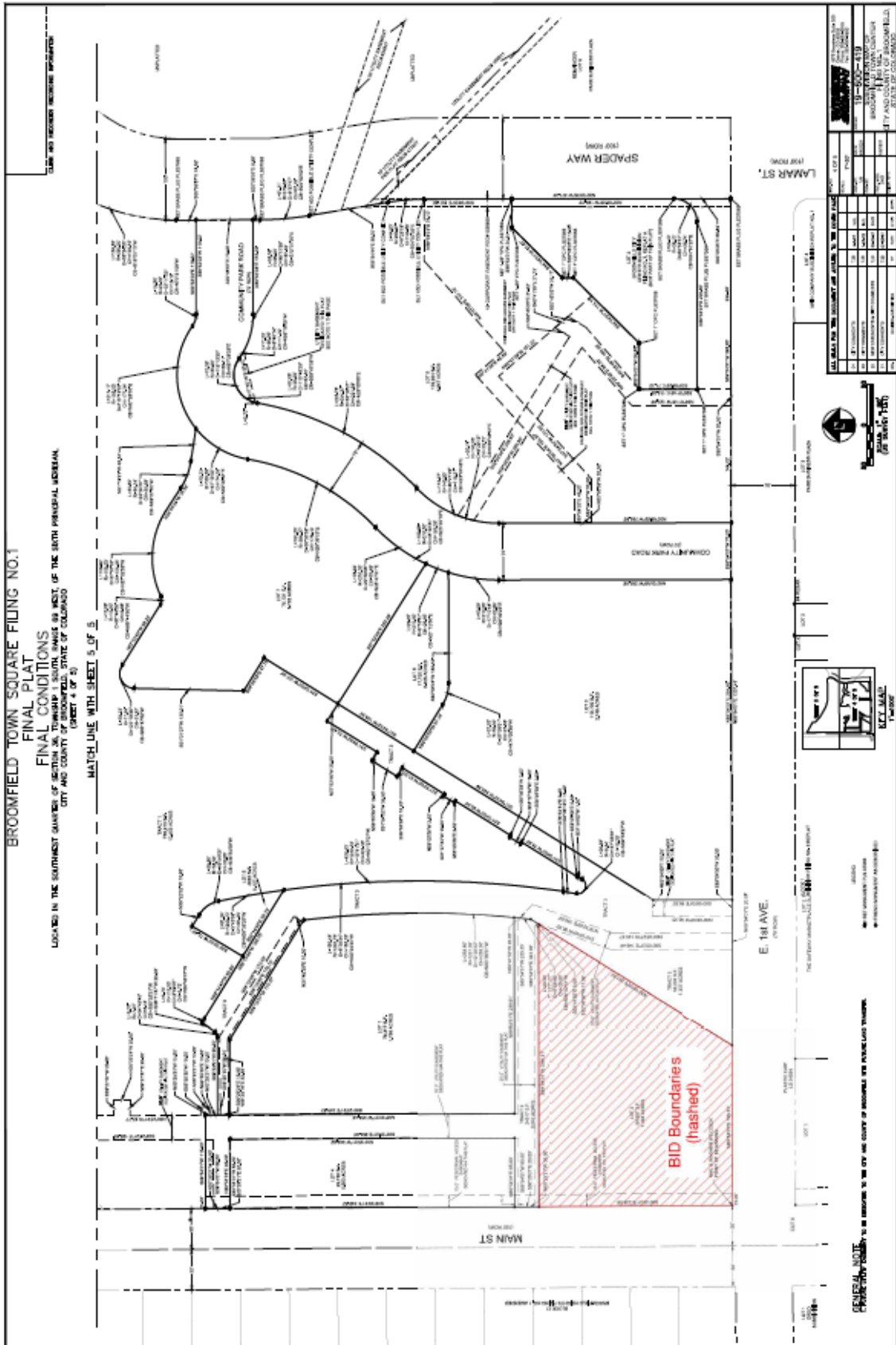


Exhibit B
 Page 2 of 2

EXHIBIT C

Cost Estimate of Public Improvements

An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning and anticipated development of the property in the Service Area. The exact design, sub-phasing of construction and location of the Public Improvements will be determined at the time of the submittal of one or more site development plans for the property within the Service Area and will be considered for approval by Broomfield in accordance with all applicable governing requirements.

Today	BASELINE BUDGET
Total Development Budget	
Land Acquisition	\$ -
Land Purchase Price	-
Hard Costs	\$ 54,065,830
Site Preparation	1,297,887
Site Surveillance	50,000
Site Grading	592,765
Traffic, Dust and Erosion Control	655,122
Lake Excavation and Lining	1,947,738
Lake Excavation	1,555,452
Lake Lining	414,086
Roads and Paving	1,831,396
Repose Safetyway Parking Lot	975,744
Parking Lot NW of Site	187,887
Street Repaving	667,765
Hardscape and Landscape	4,044,510
Site Furnishings	163,600
Landscaping	680,930
Walls around Lake	751,415
Beach	185,808
Dock	200,000
New Sidewalk	128,898
Plaza and Boardwalk	1,953,459
Site Utilities	1,450,186
Domestic Water	474,930
Fire	216,000
Sanitary Sewer	211,144
Storm Sewer	398,112
Water Quality	150,000
General Conditions	518,391
Indirects and Reserves	153,485
Construction Contingency	907,180
Preconstruction BIM	25,000
Preconstruction Fees	156,000
Overhead & Profit	647,488
Hard Cost Escalation	-
Phase II Site Infrastructure and Landscaping	7,862,119
Parking Structure Subsidy Phase I Multifamily	10,000,000
Parking Structure Subsidy Phase II NE Multifamily	10,000,000
Parking Structure Subsidy Phase II S Multifamily	10,000,000
District Hard Cost Contingency	3,243,950
Soft Costs	\$ 13,713,133
ALTA Survey	100,000
Environmental Phase 1	20,000
Environmental Phase 2	20,000
Geotechnical Reporting	45,000
Appraisal	7,000
Traffic Studies	15,000
Parking Studies	10,000
Fiscal Impact Studies	-
Lake Engineering	-
Lake Water Fees	-
Legal - District Counsel, RRA Counsel	400,000
Legal - Other	200,000
District Accounting	-
District Engineer Review	40,000
Bond Financing Fees	25,000
Loan Origination	-
Acquisition Fee	-
Title & Recording	20,000
District Engineer Inspections	70,000
Master Planner / Landscape Architect	750,000
Civil Engineering	300,000
Landscape Architect	-
Structural	-
NIEP	-
Public Art Consultant	-
Surveying	-
Inspections & Testing (Geotech, QA/QC)	150,000
Reimbursables (Allowance)	-
Sales & Marketing	50,000
OCIP	150,000
Property Taxes During Construction	-
City Use Tax	560,933
City Development Review	6,500
Permits	10,000
Water Tap Fee	-
Sanitary Tap Fee	-
Other Fees	50,000
Soft Cost Contingency	346,762
Phase II Soft Costs (less Development Fee)	2,389,042
Predevelopment Fee	1,200,000
Project Management	6,777,896
Total	\$ 67,778,963

Exhibit C
Page 2 of 2

EXHIBIT D

2025 and 2026 Budgets

**PROPOSED BUDGET
GENERAL FUND
FOR THE YEARS ENDING DECEMBER 31, 2025 AND 2026**

	ACTUAL 2023	ACTUAL 2024	PROPOSED BUDGET 2025	PROPOSED BUDGET 2026
Beginning Funds Available	\$0	\$0	\$0	\$0
Revenue				
Property Taxes	\$0	\$0	\$0	\$0
Specific Ownership Taxes	\$0	\$0	\$0	\$0
Developer Advance	\$0	\$0	\$50,000	\$50,000
Miscellaneous Income	\$0	\$0	\$0	\$0
Total Revenue	\$0	\$0	\$50,000	\$50,000
Total Funds Available	\$0	\$0	\$50,000	\$50,000
Expenditures				
Accounting	\$0	\$0	\$12,000	\$12,000
Audit	\$0	\$0	\$0	\$0
Election	\$0	\$0	\$0	\$0
Insurance/SDA Dues	\$0	\$0	\$6,000	\$6,000
Legal	\$0	\$0	\$15,000	\$15,000
Management	\$0	\$0	\$5,000	\$5,000
Contingency	\$0	\$0	\$5,000	\$5,000
Miscellaneous	\$0	\$0	\$5,500	\$5,500
Treasurer's Fees	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$48,500	\$48,500
Emergency Reserve	\$0	\$0	\$1,500	\$1,500
Total Expenditures Requiring Appropriation	\$0	\$0	\$50,000	\$50,000
Ending Funds Available	\$0	\$0	\$0	\$0

EXHIBIT E

Financial Plan

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Broomfield County, Colorado

SPECIAL REVENUE BONDS, SERIES 2028A
SUBORDINATE BONDS, SERIES 2028B
SPECIAL REVENUE REFUNDING & IMPROVEMENT BONDS, SERIES 2038A
SUBORDINATE BONDS, SERIES 2038B

SERVICE PLAN / Combined District Revenues

Bond Assumptions	Series 2028A	Series 2028B	Series 2031A	Series 2031B	Total
Closing Date	12/1/2026	12/1/2026	12/1/2031	12/1/2031	
First Call Date	12/1/2031	12/1/2031	12/1/2046	12/1/2041	
Final Maturity	12/1/2056	12/15/2056	12/1/2061	12/15/2061	
Sources of Funds					
Par Amount	61,000,000	7,833,000	77,200,000	7,659,000	168,692,000
Funds on Hand	0	0	6,839,771	0	8,839,771
Total	61,000,000	7,833,000	84,039,771	7,659,000	160,631,771
Uses of Funds					
Project Fund	\$61,046,229	\$7,688,010	\$8,814,868	\$7,428,230	\$76,187,126
Refunding Escrow	0	0	73,589,115	0	73,689,116
Debt Service Reserve	4,934,771	0	0	0	4,934,771
Capitalized Interest	3,050,000	0	0	0	3,060,000
Costs of Issuance	1,670,000	234,990	636,000	229,770	2,770,760
Total	61,000,000	7,833,000	84,039,771	7,659,000	160,631,771
Bond Features					
Projected Coverage at Mill Levy Cap	130x	100x	120x	100x	
Tax Status	Tax-Exempt	Tax-Exempt	Tax-Exempt	Tax-Exempt	
Rating	Non-Rated	Non-Rated	Inv. Grade.	Non-Rated	
Average Coupon	5.000%	7.750%	3.750%	6.000%	
Annual Trustee Fee	\$4,000	\$3,000	\$4,000	\$3,000	
Biennial Reassessment					
Residential	2.00%	2.00%	2.00%	2.00%	
Commercial	2.00%	2.00%	2.00%	2.00%	
Taxing Authority Assumptions					
Metropolitan District Revenue					
Residential Assessment Ratio					
Service Plan Gallagherization Base	7.15%				
Future Assumption	6.80%				
Residential (Multi-Family) Assessment Ratio					
Service Plan Gallagherization Base	7.15%				
Future Assumption	6.80%				
Commercial Assessment Ratio					
Service Plan Gallagherization Base	29.00%				
Future Assumption	25.00%				
Debt Service Mills					
Target Mill Levy - MD#1 (Adjusted)	52.573				
Target Mill Levy - BID (Adjusted)	55.486				
Specific Ownership Taxes	6.00%				
County Treasurer Fee	1.00%				
Increment Financing					
U.R.A. Mills	66.784				
U.R.A. Use Tax					
Use Tax Rate	3.5%				(on Proj. Construction materials only)
Sales Tax Revenue					
Sales Tax Rate	3.5%				
Sales TIF Share	50.0%				
Add-on Sales PIF	2.0%				
Lodging Tax Revenue					
Lodging Tax Rate	1.6%				
Lodging TIF Share	50.0%				
Add-on Lodging PIF	2.0%				

BROOMFIELD TOWN SQUARE METROPOLITAN DISTRICT No. 1
Development Summary

statutory Actual Value (2026)	Residential								Total Residential
	TH	Product 2	Product 3	Product 4	Product 6	Product 8	Product 7	Product 8	
	\$400,000	\$	\$	\$	\$	\$	\$	\$	
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	12	-	-	-	-	-	-	-	12
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-
Total Units	12	-	-	-	-	-	-	-	12
Total Statutory Actual Value	\$4,800,000	\$	\$	\$	\$	\$	\$	\$	\$4,800,000

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BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
Development Summary



	Residential (Multi-Family)								Total Residential (MF)
	MF Lot 3	MF Lot 2	MF Lot 1	MF Lot 6 (South)	MF Lot 6 (North)	Apts 6	Apts 7	Apts 8	
Statutory Actual Value (2026)	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$	\$	\$	
Sales (2026)	-	-	-	-	-	-	-	-	-
Sales Collected (N)	-	-	-	-	-	-	-	-	-
Lodging (2026)	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	221	92	161	-	-	-	-	-	474
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	52	100	-	-	-	152
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-
Total Units	221	92	161	52	100	-	-	-	626
Total Statutory Actual Value	\$77,350,000	\$32,200,000	\$56,350,000	\$18,200,000	\$35,000,000	\$	\$	\$	\$219,100,000
Annual Sales									
Annual Lodging									

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BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
Development Summary



Statutory Actual Value (2025) Sales (2026) Sales Collected (%) Lodging (2026)	Commercial							
	Market Hall - Retail	Market Hall - Office	Retail Lot 2	Retail Lot 3	Beer Garden Lot 3	Safeway Lot Retail - Phase II	Safeway Lot Office - Phase II	1st Ave. Storefront Retail
	\$300	\$300	\$300	\$300	\$350	\$300	\$300	\$300
	\$300 / sf	\$ / sf	\$350 / sf	\$350 / sf	\$1250 / sf	\$400 / sf	\$ / sf	\$350 / sf
	100%	100%	100%	100%	100%	100%	100%	100%
2025	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-
2027	33,000	18,000	-	-	-	-	-	-
2028	-	-	14,000	17,000	4,000	-	-	5,000
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	20,000	30,000	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-
Total Units	33,000	18,000	14,000	17,000	4,000	20,000	30,000	5,000
Total Statutory Actual Value	\$9,900,000	\$5,400,000	\$4,200,000	\$5,100,000	\$1,400,000	\$6,000,000	\$9,000,000	\$1,500,000
Annual Sales	\$9,900,000	\$	\$4,900,000	\$5,950,000	\$5,000,000	\$8,000,000	\$	\$1,750,000
Annual Lodging								

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BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
Development Summary



	Commercial						Total Commercial	Hotel	
	East Strip Retail (Redeveloped)	West Strip Retail (Redeveloped)	Product K	Product L	Product M	Product N		Hotel 1	Total Hotel
Statutory Actual Value (2026)	\$300	\$300	\$	\$	\$	\$		\$110,000	
Sales (2026)	\$350 / sf	\$350 / sf	\$ / sf	\$ / sf	\$ / sf	\$ / sf		\$ / room	
Sales Collected (%) Lodging (2026)	100%	100%	100%	100%	100%	100%		100%	\$125 ADR
2025	-	-	-	-	-	-	-	-	-
2026	10,860	10,350	-	-	-	-	21,210	-	-
2027	-	-	-	-	-	-	51,000	-	-
2028	-	-	-	-	-	-	40,000	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	50,000	175	175
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-
Total Units	10,860	10,350	-	-	-	-	162,210	175	175
Total Statutory Actual Value	\$3,258,000	\$3,105,000	\$	\$	\$	\$	\$48,863,000	\$19,250,000	\$19,250,000
Annual Sales	\$3,801,000	\$3,622,500	\$	\$	\$	\$	\$42,923,500	\$	\$
Annual Lodging								\$5,589,063	\$5,589,063

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BROOMFIELD TOWN SQUARE METROPOLITAN DISTRICT No. 1
Assessed Value Calculation

	Vacant Land			Residential				Total	
	Cumulative Statutory Actual Value ¹	VAR	Assessed Value In Collection Year (2-year lag)	Total Residential Units	Biennial Reassessment	Cumulative Statutory Actual Value	RAR	Assessed Value In Collection Year (2-year lag)	Assessed Value In Collection Year (2-year lag)
					2.00%				
2021				0					0
2022	0			0		0			0
2023	0			0		0			0
2024	0	27.90%	0	0		0	6.700%	0	0
2025	0	27.90%	0	0		0	6.700%	0	0
2026	0	27.00%	0	0		0	6.250%	0	0
2027	480,000	26.00%	0	0		0	6.800%	0	0
2028	0	25.00%	0	12	0	5,093,798	6.800%	0	0
2029	0	25.00%	120,000	0		5,093,798	6.800%	0	120,000
2030	0	25.00%	0	0	101,876	5,195,674	6.800%	346,378	346,378
2031	0	25.00%	0	0		5,195,674	6.800%	346,378	346,378
2032	0	25.00%	0	0	103,913	5,299,588	6.800%	353,306	353,306
2033	0	25.00%	0	0		5,299,588	6.800%	353,306	353,306
2034	0	25.00%	0	0	105,992	5,405,580	6.800%	360,372	360,372
2035	0	25.00%	0	0		5,405,580	6.800%	360,372	360,372
2036	0	25.00%	0	0	108,112	5,513,691	6.800%	367,579	367,579
2037	0	25.00%	0	0		5,513,691	6.800%	367,579	367,579
2038	0	25.00%	0	0	110,274	5,623,965	6.800%	374,931	374,931
2039	0	25.00%	0	0		5,623,965	6.800%	374,931	374,931
2040	0	25.00%	0	0	112,479	5,736,444	6.800%	382,430	382,430
2041	0	25.00%	0	0		5,736,444	6.800%	382,430	382,430
2042	0	25.00%	0	0	114,729	5,851,173	6.800%	390,078	390,078
2043	0	25.00%	0	0		5,851,173	6.800%	390,078	390,078
2044	0	25.00%	0	0	117,023	5,968,197	6.800%	397,880	397,880
2045	0	25.00%	0	0		5,968,197	6.800%	397,880	397,880
2046	0	25.00%	0	0	119,364	6,087,561	6.800%	405,837	405,837
2047	0	25.00%	0	0		6,087,561	6.800%	405,837	405,837
2048	0	25.00%	0	0	121,751	6,209,312	6.800%	413,954	413,954
2049	0	25.00%	0	0		6,209,312	6.800%	413,954	413,954
2050	0	25.00%	0	0	124,186	6,333,498	6.800%	422,233	422,233
2051	0	25.00%	0	0		6,333,498	6.800%	422,233	422,233
2052	0	25.00%	0	0	126,670	6,460,168	6.800%	430,678	430,678
2053	0	25.00%	0	0		6,460,168	6.800%	430,678	430,678
2054	0	25.00%	0	0	129,203	6,589,371	6.800%	439,291	439,291
2055	0	25.00%	0	0		6,589,371	6.800%	439,291	439,291
2056	0	25.00%	0	0	131,787	6,721,159	6.800%	448,077	448,077
2057	0	25.00%	0	0		6,721,159	6.800%	448,077	448,077
2058	0	25.00%	0	0	134,423	6,855,582	6.800%	457,039	457,039
2059	0	25.00%	0	0		6,855,582	6.800%	457,039	457,039
2060	0	25.00%	0	0	137,112	6,992,694	6.800%	466,180	466,180
2061	0	25.00%	0	0		6,992,694	6.800%	466,180	466,180
Total				12	1,898,895				

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor

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BROOMFIELD TOWN SQUARE METROPOLITAN DISTRICT No. 1
Revenue Calculation

	District Mill Levy Revenue				Expenses	Total
	Assessed Value in Collection Year (2-year lag)	District Mill Levy ¹ \$0.000 SP Cap	District Mill Levy Collections 99.5%	Specific Ownership Taxes 6.00%	County Treasurer Fee 3.00%	Revenue Available for Debt Service
	52.573 Target					
2021	0	0.000	0	0	0	0
2022	0	0.000	0	0	0	0
2023	0	0.000	0	0	0	0
2024	0	0.000	0	0	0	0
2025	0	0.000	0	0	0	0
2026	0	0.000	0	0	0	0
2027	0	50.000	0	0	0	0
2028	0	50.000	0	0	0	0
2029	120,000	58.000	6,925	416	(208)	7,133
2030	346,378	52.573	18,119	1,087	(544)	18,663
2031	346,378	52.573	18,119	1,087	(544)	18,663
2032	353,306	52.573	18,481	1,109	(554)	19,036
2033	353,306	52.573	18,481	1,109	(554)	19,036
2034	360,372	52.573	18,851	1,131	(566)	19,417
2035	360,372	52.573	18,851	1,131	(566)	19,417
2036	367,579	52.573	19,228	1,154	(577)	19,805
2037	367,579	52.573	19,228	1,154	(577)	19,805
2038	374,931	52.573	19,613	1,177	(588)	20,201
2039	374,931	52.573	19,613	1,177	(588)	20,201
2040	382,430	52.573	20,005	1,200	(600)	20,605
2041	382,430	52.573	20,005	1,200	(600)	20,605
2042	390,078	52.573	20,405	1,224	(612)	21,017
2043	390,078	52.573	20,405	1,224	(612)	21,017
2044	397,880	52.573	20,813	1,249	(624)	21,438
2045	397,880	52.573	20,813	1,249	(624)	21,438
2046	405,837	52.573	21,229	1,274	(637)	21,866
2047	405,837	52.573	21,229	1,274	(637)	21,866
2048	413,954	52.573	21,654	1,299	(650)	22,304
2049	413,954	52.573	21,654	1,299	(650)	22,304
2050	422,233	52.573	22,087	1,325	(663)	22,750
2051	422,233	52.573	22,087	1,325	(663)	22,750
2052	430,678	52.573	22,529	1,352	(676)	23,205
2053	430,678	52.573	22,529	1,352	(676)	23,205
2054	439,291	52.573	22,979	1,379	(689)	23,669
2055	439,291	52.573	22,979	1,379	(689)	23,669
2056	448,077	52.573	23,439	1,406	(703)	24,142
2057	448,077	52.573	23,439	1,406	(703)	24,142
2058	457,039	52.573	23,908	1,434	(717)	24,625
2059	457,039	52.573	23,908	1,434	(717)	24,625
2060	466,180	52.573	24,386	1,463	(732)	25,117
2061	466,180	52.573	24,386	1,463	(732)	25,117
Total			682,379	40,943	(20,471)	702,851

¹. Estimated; Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
Assessed Value Calculation

	Vacant Land			Residential (Multi-Family)					Commercial					Total Assessed Value In Collection Year (2-year lag)	
	Cumulative Actual Value ¹	VAR	Assessed Value In Collection Year (2-year lag)	Total Residential Units	Biennial Reassessment	Cumulative Statutory Actual Value	RAR	Assessed Value In Collection Year (2-year lag)	Total Commercial SF	Biennial Reassessment	Manual Adjustment ²	Cumulative Statutory Actual Value	CAR		Assessed Value In Collection Year (2-year lag)
2021				0					0					0	
2022	0			0		0			0		30,662	32,662		0	
2023	0			0		0			0		2,473	35,125		8,660	
2024	0	27.90%	0	0	0	0	6.700%	0	0	703		35,828	27.900%	9,110	
2025	636,300	27.90%	0	0	0	0	6.700%	0	0			35,828	27.900%	9,800	
2026	1,630,000	27.00%	0	0	0	0	6.200%	0	21,210	717		6,526,905	27.000%	9,674	
2027	17,810,000	26.00%	165,438	0	0	0	6.800%	0	51,000			22,444,925	25.000%	8,957	
2028	0	25.00%	382,500	474	0	176,054,407	6.800%	0	40,000	448,898		35,840,561	25.000%	1,631,701	
2029	5,320,000	25.00%	4,452,500	0	0	176,054,407	6.800%	0	0			35,840,561	25.000%	5,611,231	
2030	3,425,000	25.00%	0	152	3,521,088	238,312,594	6.800%	11,971,700	0	716,811		36,557,372	25.000%	8,960,140	
2031	0	25.00%	1,330,000	0	0	238,312,594	6.800%	11,971,700	50,000			75,128,435	25.000%	8,960,140	
2032	0	25.00%	856,250	0	4,766,252	243,078,846	6.800%	16,205,256	0	1,502,569		76,631,003	25.000%	9,139,343	
2033	0	25.00%	0	0	0	243,078,846	6.800%	16,205,256	0			76,631,003	25.000%	19,782,109	
2034	0	25.00%	0	0	4,861,577	247,940,423	6.800%	16,629,362	0	1,532,620		78,163,623	25.000%	19,157,751	
2035	0	25.00%	0	0	0	247,940,423	6.800%	16,629,362	0			78,163,623	25.000%	19,157,751	
2036	0	25.00%	0	0	4,958,808	252,899,231	6.800%	16,859,949	0	1,563,272		79,726,896	25.000%	19,540,906	
2037	0	25.00%	0	0	0	252,899,231	6.800%	16,859,949	0			79,726,896	25.000%	19,540,906	
2038	0	25.00%	0	0	5,057,985	257,957,216	6.800%	17,197,148	0	1,594,538		81,321,434	25.000%	19,931,724	
2039	0	25.00%	0	0	0	257,957,216	6.800%	17,197,148	0			81,321,434	25.000%	19,931,724	
2040	0	25.00%	0	0	5,159,144	263,116,360	6.800%	17,541,091	0	1,626,429		82,947,863	25.000%	20,330,358	
2041	0	25.00%	0	0	0	263,116,360	6.800%	17,541,091	0			82,947,863	25.000%	20,330,358	
2042	0	25.00%	0	0	5,262,327	268,378,687	6.800%	17,891,912	0	1,658,957		84,606,820	25.000%	20,736,966	
2043	0	25.00%	0	0	0	268,378,687	6.800%	17,891,912	0			84,606,820	25.000%	20,736,966	
2044	0	25.00%	0	0	5,367,574	273,746,261	6.800%	18,249,751	0	1,692,136		86,298,956	25.000%	21,151,705	
2045	0	25.00%	0	0	0	273,746,261	6.800%	18,249,751	0			86,298,956	25.000%	21,151,705	
2046	0	25.00%	0	0	5,474,925	279,221,186	6.800%	18,514,746	0	1,725,979		88,024,935	25.000%	21,574,739	
2047	0	25.00%	0	0	0	279,221,186	6.800%	18,514,746	0			88,024,935	25.000%	21,574,739	
2048	0	25.00%	0	0	5,584,424	284,805,610	6.800%	18,987,041	0	1,760,499		89,785,434	25.000%	22,006,234	
2049	0	25.00%	0	0	0	284,805,610	6.800%	18,987,041	0			89,785,434	25.000%	22,006,234	
2050	0	25.00%	0	0	5,696,112	290,501,722	6.800%	19,366,781	0	1,795,709		91,581,143	25.000%	22,446,358	
2051	0	25.00%	0	0	0	290,501,722	6.800%	19,366,781	0			91,581,143	25.000%	22,446,358	
2052	0	25.00%	0	0	5,810,034	296,311,757	6.800%	19,754,117	0	1,831,623		93,412,766	25.000%	22,895,286	
2053	0	25.00%	0	0	0	296,311,757	6.800%	19,754,117	0			93,412,766	25.000%	22,895,286	
2054	0	25.00%	0	0	5,926,235	302,237,992	6.800%	20,149,199	0	1,868,255		95,281,021	25.000%	23,353,191	
2055	0	25.00%	0	0	0	302,237,992	6.800%	20,149,199	0			95,281,021	25.000%	23,353,191	
2056	0	25.00%	0	0	6,044,760	308,282,752	6.800%	20,552,183	0	1,905,620		97,186,641	25.000%	23,820,255	
2057	0	25.00%	0	0	0	308,282,752	6.800%	20,552,183	0			97,186,641	25.000%	23,820,255	
2058	0	25.00%	0	0	6,165,655	314,448,407	6.800%	20,963,227	0	1,943,733		99,130,374	25.000%	24,296,660	
2059	0	25.00%	0	0	0	314,448,407	6.800%	20,963,227	0			99,130,374	25.000%	24,296,660	
2060	0	25.00%	0	0	6,288,968	320,737,375	6.800%	21,382,492	0	1,982,607		101,112,982	25.000%	24,782,594	
2061	0	25.00%	0	0	0	320,737,375	6.800%	21,382,492	0			101,112,982	25.000%	24,782,594	
Total				626		133,634,920			162,210	27,151,676	35,125				

1. Vacant land value calculated in year prior to construction as 10% of built-out market value
2. Manual adjustment to actual value per assessor

BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Expenses	Total
	Assessed Value	District Mill Levy ¹	District Mill Levy	Specific Ownership	County Treasurer	Revenue Available
	In Collection Year (2-year lag)	\$0.000 SP Cap \$5.486 Target	Collections 99.5%	Taxes 6.00%	Fee 3.00%	for Debt Service
2021	0	0.000	0	0	0	0
2022	0	0.000	0	0	0	0
2023	8,660	0.000	0	0	0	0
2024	9,110	0.000	0	0	0	0
2025	9,800	0.000	0	0	0	0
2026	9,674	0.000	0	0	0	0
2027	174,395	55.883	9,697	582	(291)	9,988
2028	2,014,201	58.000	116,240	6,974	(3,487)	119,727
2029	10,063,731	58.000	580,778	34,847	(17,423)	598,201
2030	20,931,840	54.896	1,143,329	68,600	(34,300)	1,177,629
2031	22,261,840	55.081	1,220,073	73,204	(36,602)	1,256,676
2032	26,200,849	54.643	1,424,535	85,472	(42,736)	1,467,271
2033	34,987,365	55.486	1,931,602	115,896	(57,948)	1,989,550
2034	35,687,112	55.486	1,970,234	118,214	(59,107)	2,029,341
2035	35,687,112	55.486	1,970,234	118,214	(59,107)	2,029,341
2036	36,400,855	55.486	2,009,639	120,578	(60,289)	2,069,928
2037	36,400,855	55.486	2,009,639	120,578	(60,289)	2,069,928
2038	37,128,872	55.486	2,049,832	122,990	(61,495)	2,111,327
2039	37,128,872	55.486	2,049,832	122,990	(61,495)	2,111,327
2040	37,871,449	55.486	2,090,829	125,460	(62,725)	2,153,553
2041	37,871,449	55.486	2,090,829	125,460	(62,725)	2,153,553
2042	38,628,878	55.486	2,132,645	127,959	(63,979)	2,196,624
2043	38,628,878	55.486	2,132,645	127,959	(63,979)	2,196,624
2044	39,401,456	55.486	2,175,298	130,518	(65,259)	2,240,557
2045	39,401,456	55.486	2,175,298	130,518	(65,259)	2,240,557
2046	40,189,485	55.486	2,218,804	133,128	(66,564)	2,285,368
2047	40,189,485	55.486	2,218,804	133,128	(66,564)	2,285,368
2048	40,993,274	55.486	2,263,180	135,791	(67,895)	2,331,075
2049	40,993,274	55.486	2,263,180	135,791	(67,895)	2,331,075
2050	41,813,140	55.486	2,308,444	138,507	(69,253)	2,377,697
2051	41,813,140	55.486	2,308,444	138,507	(69,253)	2,377,697
2052	42,649,403	55.486	2,354,613	141,277	(70,638)	2,425,251
2053	42,649,403	55.486	2,354,613	141,277	(70,638)	2,425,251
2054	43,502,391	55.486	2,401,705	144,102	(72,051)	2,473,756
2055	43,502,391	55.486	2,401,705	144,102	(72,051)	2,473,756
2056	44,372,439	55.486	2,449,739	146,984	(73,492)	2,523,231
2057	44,372,439	55.486	2,449,739	146,984	(73,492)	2,523,231
2058	45,259,887	55.486	2,498,734	149,924	(74,962)	2,573,696
2059	45,259,887	55.486	2,498,734	149,924	(74,962)	2,573,696
2060	46,165,085	55.486	2,548,708	152,923	(76,461)	2,625,170
2061	46,165,085	55.486	2,548,708	152,923	(76,461)	2,625,170
Total			69,371,060	4,162,264	(2,081,132)	71,452,192

1. Estimated; Annual mill expected to fluctuate with future legislative/market value exemptions (tbd).

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)



Assessed Value Calculation Combined District Revenues Increment Revenue

	Assessed Value Calculation			Combined District Revenues		Increment Revenue				U.R.A. Use Tax		
	MD#1	BID	Total	MD#1	BID	U.R.A. Mills				U.R.A. Use Tax		
	Assessed Value In Collection Year (2-year lag)	Assessed Value In Collection Year (2-year lag)	Assessed Value In Collection Year (2-year lag)	Available Revenue	Available Revenue	Base Assessed Value ¹ at 2% BI-Reassessment	Net Assessed Value	U.R.A. Debt Mill Levy 66.784 Target through 2044	U.R.A. Debt Mill Levy at 66.0% Collections	Projected Construction Materials ²	Use Tax Collections 3.60% Tax Rate	District Share of Use Tax 60.00% through 2044
2021	0	0	0	0	0			0.000	0			
2022	0	0	0	0	0			0.000	0			
2023	0	8,650	8,650	0	0			0.000	0			
2024	0	8,110	8,110	0	0			0.000	0			
2025	0	8,800	8,800	0	0	1,342,930	0	66.784	0			
2026	0	9,674	9,674	0	0	1,350,388	0	66.784	0	3,181,500	111,353	55,676
2027	0	174,395	174,395	0	9,968	1,350,388	0	66.784	0	7,650,000	267,750	133,875
2028	0	2,014,201	2,014,201	0	119,727	1,377,396	636,606	66.784	41,678	91,450,000	3,200,750	1,600,375
2029	120,000	10,063,731	10,183,731	7,133	599,201	1,377,396	8,206,336	66.784	576,360	0	0	0
2030	346,379	20,931,940	21,278,319	18,663	1,177,629	1,404,944	19,873,275	66.784	1,300,672	26,600,000	931,000	465,500
2031	346,379	22,261,840	22,608,219	18,663	1,256,676	1,404,944	21,203,275	66.784	1,387,719	17,125,000	599,375	299,688
2032	353,306	26,200,849	26,554,155	19,036	1,467,271	1,433,042	25,121,113	66.784	1,644,135	0	0	0
2033	353,306	34,987,365	35,340,671	19,036	1,989,550	1,433,042	33,907,629	66.784	2,219,197	0	0	0
2034	360,372	35,687,112	36,047,484	19,417	2,029,341	1,461,703	34,585,781	66.784	2,263,581	0	0	0
2035	360,372	35,687,112	36,047,484	19,417	2,029,341	1,461,703	34,585,781	66.784	2,263,581	0	0	0
2036	367,579	36,400,855	36,768,434	19,805	2,069,928	1,490,937	35,277,497	66.784	2,308,853	0	0	0
2037	367,579	36,400,855	36,768,434	19,805	2,069,928	1,490,937	35,277,497	66.784	2,308,853	0	0	0
2038	374,931	37,128,872	37,503,803	20,201	2,111,327	1,520,756	35,983,047	66.784	2,355,030	0	0	0
2039	374,931	37,128,872	37,503,803	20,201	2,111,327	1,520,756	35,983,047	66.784	2,355,030	0	0	0
2040	382,430	37,871,449	38,253,879	20,605	2,153,553	1,551,171	36,702,708	66.784	2,402,131	0	0	0
2041	382,430	37,871,449	38,253,879	20,605	2,153,553	1,551,171	36,702,708	66.784	2,402,131	0	0	0
2042	390,078	38,628,878	39,018,956	21,017	2,196,624	1,582,195	37,436,762	66.784	2,450,173	0	0	0
2043	390,078	38,628,878	39,018,956	21,017	2,196,624	1,582,195	37,436,762	66.784	2,450,173	0	0	0
2044	397,880	39,401,456	39,799,335	21,438	2,240,557	1,613,839	38,185,497	66.784	2,499,177	0	0	0
2045	397,880	39,401,456	39,799,335	21,438	2,240,557	1,613,839	38,185,497	0.000	0	0	0	0
2046	405,837	40,189,485	40,595,322	21,866	2,285,368	1,646,115	38,949,207	0.000	0	0	0	0
2047	405,837	40,189,485	40,595,322	21,866	2,285,368	1,646,115	38,949,207	0.000	0	0	0	0
2048	413,954	40,993,274	41,407,229	22,304	2,331,075	1,679,038	39,728,191	0.000	0	0	0	0
2049	413,954	40,993,274	41,407,229	22,304	2,331,075	1,679,038	39,728,191	0.000	0	0	0	0
2050	422,233	41,813,140	42,236,373	22,750	2,377,697	1,712,618	40,522,755	0.000	0	0	0	0
2051	422,233	41,813,140	42,236,373	22,750	2,377,697	1,712,618	40,522,755	0.000	0	0	0	0
2052	430,678	42,649,403	43,080,081	23,205	2,426,251	1,746,871	41,333,210	0.000	0	0	0	0
2053	430,678	42,649,403	43,080,081	23,205	2,426,251	1,746,871	41,333,210	0.000	0	0	0	0
2054	439,291	43,502,391	43,941,682	23,669	2,473,756	1,781,808	42,159,874	0.000	0	0	0	0
2055	439,291	43,502,391	43,941,682	23,669	2,473,756	1,781,808	42,159,874	0.000	0	0	0	0
2056	448,077	44,372,439	44,820,516	24,142	2,523,231	1,817,444	43,003,072	0.000	0	0	0	0
2057	448,077	44,372,439	44,820,516	24,142	2,523,231	1,817,444	43,003,072	0.000	0	0	0	0
2058	457,039	45,259,887	45,716,926	24,625	2,573,696	1,853,793	43,863,133	0.000	0	0	0	0
2059	457,039	45,259,887	45,716,926	24,625	2,573,696	1,853,793	43,863,133	0.000	0	0	0	0
2060	466,180	46,165,085	46,631,265	25,117	2,625,170	1,890,869	44,740,396	0.000	0	0	0	0
2061	466,180	46,165,085	46,631,265	25,117	2,625,170	1,890,869	44,740,396	0.000	0	0	0	0
Total				702,851	71,452,192				33,228,473	146,006,500		2,555,114

[1] Base AV adjusted upward in 2026 due to expiration of Comm'l Legis. Ag.

[2] Construction materials equal to 50% Market Value (Bid)

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Increment Revenue



	Sales Tax Revenue							
	New Taxable Sales Revenue	Existing Taxable Sales Revenue ³	Existing Taxable Sales Revenue ⁴	Less S/T Base	Net Increment Sales Revenue	Sales Tax Collections	District Share of Sales Tax	Add-on Sales PIP ⁵
	Inflated at 1.0%	Inflated at 1.0%	Inflated at 1.0%	through 2044	Sales Revenue	9.50% Tax Rate	60.00%	2.00% Rate
		(AZ + GT)	(All others)				through 2044	through 2081
2021	0							
2022	0							
2023	0	2,830,000	4,470,000	0	7,300,000			
2024	0	2,858,300	2,257,350	0	5,115,650	179,048	***	0
2025	0	2,886,883	0	0	2,886,883	101,041	***	0
2026	3,748,868	2,915,752	0	0	6,664,619	233,262	116,531	74,977
2027	10,729,029	2,944,909	0	0	13,673,939	478,588	239,294	214,581
2028	24,365,073	2,974,358	0	0	27,339,432	956,880	478,440	487,301
2029	31,762,876	3,004,102	0	0	34,766,979	1,216,844	608,422	635,258
2030	36,704,949	3,034,143	0	0	39,739,093	1,390,868	695,434	734,099
2031	41,318,080	3,064,484	0	0	44,382,564	1,553,390	776,695	826,362
2032	43,875,531	3,095,129	0	0	46,970,660	1,643,973	821,987	877,511
2033	46,480,000	3,126,081	0	0	49,606,080	1,736,213	868,106	929,600
2034	46,944,800	3,157,341	0	0	50,102,141	1,753,575	876,787	938,896
2035	47,414,248	3,188,915	0	0	50,603,163	1,771,111	885,555	948,285
2036	47,888,390	3,220,804	0	0	51,109,194	1,788,822	894,411	957,768
2037	48,367,274	3,253,012	0	0	51,620,286	1,806,710	903,355	967,345
2038	48,850,947	3,285,542	0	0	52,136,489	1,824,777	912,389	977,019
2039	49,339,456	3,318,398	0	0	52,657,854	1,843,025	921,512	986,789
2040	49,832,851	3,351,582	0	0	53,184,433	1,861,455	930,728	996,657
2041	50,331,179	3,385,097	0	0	53,716,277	1,880,070	940,035	1,006,624
2042	50,834,491	3,418,948	0	0	54,253,440	1,898,870	949,435	1,016,690
2043	51,342,836	3,453,138	0	0	54,795,974	1,917,859	958,930	1,026,857
2044	51,856,265	3,487,669	0	0	55,343,934	1,937,038	968,519	1,037,125
2045	52,374,827	3,522,546	0	0	55,897,373	1,956,408	0	1,047,497
2046	52,898,575	3,557,771	0	0	56,456,347	1,975,972	0	1,057,972
2047	53,427,561	3,593,349	0	0	57,020,910	1,995,732	0	1,068,551
2048	53,961,837	3,629,283	0	0	57,591,119	2,015,689	0	1,079,237
2049	54,501,455	3,665,575	0	0	58,167,031	2,035,846	0	1,090,029
2050	55,046,470	3,702,231	0	0	58,748,701	2,056,205	0	1,100,929
2051	55,596,934	3,739,253	0	0	59,336,188	2,076,767	0	1,111,939
2052	56,152,904	3,776,646	0	0	59,929,550	2,097,534	0	1,123,058
2053	56,714,433	3,814,412	0	0	60,528,845	2,118,510	0	1,134,289
2054	57,281,577	3,852,557	0	0	61,134,134	2,139,695	0	1,145,632
2055	57,854,393	3,891,082	0	0	61,745,475	2,161,092	0	1,157,088
2056	58,432,937	3,929,993	0	0	62,362,930	2,182,703	0	1,168,659
2057	59,017,266	3,969,293	0	0	62,986,559	2,204,530	0	1,180,345
2058	59,607,439	4,008,986	0	0	63,616,425	2,226,575	0	1,192,149
2059	60,203,513	4,049,076	0	0	64,252,589	2,248,841	0	1,204,070
2060	60,805,548	4,089,566	0	0	64,895,115	2,271,329	0	1,216,111
2061	61,413,604	4,130,462	0	0	65,544,066	2,294,042	0	1,228,272
Total							14,746,665	34,945,568

[3] Estimated (Ibid)

[4] Estimated (Ibid); Assumes zero 2025 forward (Ibid).

[5] On New Sales only

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BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Increment Revenue



	Lodging Tax Revenue				Total Available Revenue	Expenses		Total Revenue Available for Debt Service
	Taxable Lodging Revenue Inflated at 1.0%	Lodging Tax Collections 1.80% Tax Rate	District Share of Lodging Tax 60.00% through 2044	Add-on Lodging PIF 2.00% Rate through 2081		City Admin. Fee 1.00%	Annual Trustee Fee \$7,000	
2021	0	0	0	0	0	0	0	
2022	0	0	0	0	0	0	0	
2023	0	0	0	0	0	0	0	
2024	0	0	0	0	0	0	0	
2025	0	0	0	0	0	0	0	
2026	0	0	0	0	247,284	(2,473)	244,812	
2027	0	0	0	0	597,737	(5,877)	584,860	
2028	0	0	0	0	2,727,521	(26,078)	2,694,443	
2029	0	0	0	0	2,425,374	(18,200)	2,400,173	
2030	0	0	0	0	4,391,997	(31,957)	4,353,040	
2031	4,237,787	67,805	33,902	84,756	4,684,459	(34,091)	4,643,368	
2032	5,136,198	82,179	41,090	102,724	4,973,752	(34,874)	4,931,877	
2033	6,052,154	96,834	48,417	121,043	6,194,950	(41,864)	6,146,087	
2034	6,112,675	97,803	48,901	122,254	6,299,178	(42,504)	6,249,674	
2035	6,173,802	98,781	49,390	123,476	6,319,046	(42,703)	6,269,343	
2036	6,235,540	99,769	49,884	124,711	6,425,360	(43,356)	6,375,004	
2037	6,297,896	100,766	50,383	125,958	6,445,628	(43,559)	6,395,069	
2038	6,360,874	101,774	50,887	127,217	6,554,070	(44,225)	6,502,844	
2039	6,424,483	102,792	51,396	128,490	6,574,745	(44,432)	6,523,313	
2040	6,488,728	103,820	51,910	129,775	6,685,368	(45,112)	6,633,246	
2041	6,553,615	104,858	52,429	131,072	6,706,449	(45,323)	6,654,126	
2042	6,619,151	105,906	52,953	132,383	6,819,276	(46,016)	6,766,260	
2043	6,685,343	106,965	53,483	133,707	6,840,791	(46,231)	6,787,559	
2044	6,752,196	108,035	54,018	135,044	6,955,877	(46,939)	6,901,938	
2045	6,819,718	109,115	0	136,394	3,445,885	(11,839)	3,427,047	
2046	6,887,916	110,207	0	137,758	3,502,954	(11,957)	3,484,007	
2047	6,956,795	111,309	0	139,136	3,514,922	(12,077)	3,495,845	
2048	7,026,363	112,422	0	140,527	3,573,143	(12,198)	3,553,945	
2049	7,096,626	113,546	0	141,933	3,585,341	(12,320)	3,566,021	
2050	7,167,593	114,681	0	143,352	3,644,728	(12,443)	3,625,285	
2051	7,239,268	115,828	0	144,785	3,657,171	(12,567)	3,637,603	
2052	7,311,661	116,987	0	146,233	3,717,747	(12,693)	3,698,054	
2053	7,384,778	118,156	0	147,696	3,730,440	(12,820)	3,710,620	
2054	7,458,626	119,338	0	149,173	3,792,229	(12,948)	3,772,281	
2055	7,533,212	120,531	0	150,664	3,805,177	(13,078)	3,785,099	
2056	7,608,544	121,737	0	152,171	3,868,203	(13,208)	3,847,995	
2057	7,684,629	122,954	0	153,693	3,881,411	(13,340)	3,861,071	
2058	7,761,476	124,184	0	155,230	3,945,699	(13,474)	3,925,225	
2059	7,839,090	125,425	0	156,782	3,959,173	(13,609)	3,938,564	
2060	7,917,481	126,680	0	158,350	4,024,748	(13,745)	4,004,003	
2061	7,996,656	127,946	0	159,933	4,038,492	(13,882)	4,017,610	
Total		5,320,729	689,044	4,236,418	162,556,323	(904,013)	(245,000)	161,407,310

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BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Senior Debt Service



	Total Revenue Available for Debt Service	Net Debt Service		Total	Funds on Hand as a Source	Senior Surplus Fund			Ratio Analysis	
		Series 2026A	Series 2031A			Annual Surplus	Cumulative Balance	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
		Dated: 12/1/08 Par: \$61,000,000 Proj: \$61,346,228	Dated: 12/1/31 Par: \$77,200,000 Proj: \$6,814,668 Esc: \$73,689,116							
2021	0									
2022	0									
2023	0									
2024	0									
2025	0									
2026	244,812	0		0		n/a	244,812	0	0%	n/a
2027	534,860	0		0		n/a	829,672	0	34978%	n/a
2028	2,694,443	3,050,000		3,050,000		n/a	474,115	0	3028%	88%
2029	2,400,173	3,050,000		3,050,000		n/a	(175,712)	0	59%	79%
2030	4,353,040	3,345,000		3,345,000		n/a	832,328	0	287%	130%
2031	4,643,368	3,570,250	0	3,570,250	\$1,905,000	(831,882)	446	0	26%	130%
2032	4,931,877	Ref'd by Ser. 31	4,105,000	4,105,000		826,877	827,323	0	291%	120%
2033	6,146,087		5,119,625	5,119,625		1,026,462	1,853,785	0	21%	120%
2034	6,249,674		5,204,500	5,204,500		1,045,174	2,898,958	0	20%	120%
2035	6,269,343		5,223,000	5,223,000		1,046,343	3,945,302	0	19%	120%
2036	6,375,004		5,307,375	5,307,375		1,067,629	5,012,930	0	18%	120%
2037	6,395,069		5,325,000	5,325,000		1,070,069	6,082,999	0	18%	120%
2038	6,502,844		5,418,125	5,418,125		1,084,719	7,167,719	0	16%	120%
2039	6,523,313		5,433,750	5,433,750		1,089,563	7,720,000	537,282	16%	120%
2040	6,633,246		5,524,500	5,524,500		1,108,746	7,720,000	1,108,746	14%	120%
2041	6,654,126		5,542,375	5,542,375		1,111,751	7,720,000	1,111,751	14%	120%
2042	6,766,260		5,634,813	5,634,813		1,131,447	7,720,000	1,131,447	12%	120%
2043	6,787,559		5,653,813	5,653,813		1,133,747	7,720,000	1,133,747	11%	120%
2044	6,901,938		5,746,813	5,746,813		1,155,125	7,720,000	1,155,125	10%	120%
2045	3,427,047		2,850,813	2,850,813		576,234	7,720,000	576,234	9%	120%
2046	3,484,007		2,902,563	2,902,563		581,444	7,720,000	581,444	9%	120%
2047	3,496,845		2,910,375	2,910,375		585,470	7,720,000	585,470	8%	120%
2048	3,553,945		2,960,750	2,960,750		593,196	7,720,000	593,196	8%	120%
2049	3,566,021		2,967,000	2,967,000		599,021	7,720,000	599,021	7%	120%
2050	3,625,285		3,020,625	3,020,625		604,660	7,720,000	604,660	7%	120%
2051	3,637,603		3,029,750	3,029,750		607,853	7,720,000	607,853	6%	120%
2052	3,696,054		3,080,875	3,080,875		617,179	7,720,000	617,179	6%	120%
2053	3,710,620		3,087,313	3,087,313		623,307	7,720,000	623,307	5%	120%
2054	3,772,281		3,140,563	3,140,563		631,716	7,720,000	631,716	5%	120%
2055	3,785,099		3,153,750	3,153,750		631,349	7,720,000	631,349	4%	120%
2056	3,847,995		3,203,188	3,203,188		644,807	7,720,000	644,807	3%	120%
2057	3,861,071		3,212,375	3,212,375		648,696	7,720,000	648,696	3%	120%
2058	3,925,225		3,267,625	3,267,625		657,600	7,720,000	657,600	2%	120%
2059	3,938,564		3,282,063	3,282,063		656,502	7,720,000	656,502	2%	120%
2060	4,004,003		3,332,000	3,332,000		672,003	7,720,000	672,003	14%	120%
2061	4,017,610		3,345,938	3,345,938		671,673	0	8,391,673	7%	120%
Total	161,407,310	13,015,250	121,986,250	135,001,500		23,668,482		24,500,810		

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BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Subordinate Bond Debt Service



	Revenue		Payments				Net Debt Service	Surplus
	Revenue Available for Subordinate Debt Service	Refunding Proceeds	Interest Payments 7.750%	Accrued Interest Balance	Principal Payments	Principal Balance	Call Premium	Series 2025B
								Dated: 12/1/28 Par: \$7,833,000 Proj: \$7,688,010
2021								
2022								
2023								
2024								
2025								
2026	0		0	23,608	0	7,833,000	0	0
2027	0		0	632,495	0	7,833,000	0	0
2028	0		0	1,288,571	0	7,833,000	0	0
2029	0		0	1,995,492	0	7,833,000	0	0
2030	0		0	2,757,201	0	7,833,000	0	0
2031	0	11,614,015	3,546,024	0	7,833,000	0	234,990	11,614,014
2032	0		0	0	0	0	0	0
2033	0		0	0	0	0	0	0
2034	0		0	0	0	0	0	0
2035	0		0	0	0	0	0	0
2036	0		0	0	0	0	0	0
2037	0		0	0	0	0	0	0
2038	0		0	0	0	0	0	0
2039	537,282		0	0	0	0	0	537,282
2040	1,108,746		0	0	0	0	0	1,108,746
2041	1,111,751		0	0	0	0	0	1,111,751
2042	1,131,447		0	0	0	0	0	1,131,447
2043	1,133,747		0	0	0	0	0	1,133,747
2044	1,155,125		0	0	0	0	0	1,155,125
2045	576,234		0	0	0	0	0	576,234
2046	581,444		0	0	0	0	0	581,444
2047	585,470		0	0	0	0	0	585,470
2048	593,195		0	0	0	0	0	593,195
2049	599,021		0	0	0	0	0	599,021
2050	604,660		0	0	0	0	0	604,660
2051	607,853		0	0	0	0	0	607,853
2052	617,179		0	0	0	0	0	617,179
2053	623,307		0	0	0	0	0	623,307
2054	631,718		0	0	0	0	0	631,718
2055	631,349		0	0	0	0	0	631,349
2056	644,807		0	0	0	0	0	644,807
2057	648,696		0	0	0	0	0	648,696
2058	657,600		0	0	0	0	0	657,600
2059	656,502		0	0	0	0	0	656,502
2060	672,003		0	0	0	0	0	672,003
2061	8,391,673		0	0	0	0	0	8,391,673
Total	24,500,810	11,614,015	3,546,024		7,833,000	234,990	11,614,014	24,500,812

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BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
Subordinate Debt Service



	Revenue	Payments				Net Debt Service	Surplus
	Revenue Available for Subordinate Debt Service	Interest Payments 8.000%	Accrued Interest Balance	Principal Payments	Principal Balance	Series 2031B	Released Revenue
						Dated: 12/1/01 Par: \$7,869,000 Proj: \$7,429,230	
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031	0	0	17,871	0	7,659,000	0	0
2032	0	0	478,483	0	7,659,000	0	0
2033	0	0	966,732	0	7,659,000	0	0
2034	0	0	1,484,276	0	7,659,000	0	0
2035	0	0	2,032,873	0	7,659,000	0	0
2036	0	0	2,614,385	0	7,659,000	0	0
2037	0	0	3,230,788	0	7,659,000	0	0
2038	0	0	3,884,176	0	7,659,000	0	0
2039	537,282	537,282	4,039,485	0	7,659,000	537,282	0
2040	1,108,746	1,108,746	3,632,648	0	7,659,000	1,108,746	0
2041	1,111,751	1,111,751	3,198,396	0	7,659,000	1,111,751	0
2042	1,131,447	1,131,447	2,718,392	0	7,659,000	1,131,447	0
2043	1,133,747	1,133,747	2,207,289	0	7,659,000	1,133,747	0
2044	1,155,125	1,155,125	1,644,141	0	7,659,000	1,155,125	0
2045	576,234	576,234	1,626,095	0	7,659,000	576,234	0
2046	581,444	581,444	1,601,757	0	7,659,000	581,444	0
2047	585,470	585,470	1,571,932	0	7,659,000	585,470	0
2048	593,195	593,195	1,532,593	0	7,659,000	593,195	0
2049	599,021	599,021	1,485,067	0	7,659,000	599,021	0
2050	604,660	604,660	1,429,051	0	7,659,000	604,660	0
2051	607,853	607,853	1,366,481	0	7,659,000	607,853	0
2052	617,179	617,179	1,290,831	0	7,659,000	617,179	0
2053	623,307	623,307	1,204,513	0	7,659,000	623,307	0
2054	631,718	631,718	1,104,606	0	7,659,000	631,718	0
2055	631,349	631,349	999,073	0	7,659,000	631,349	0
2056	644,807	644,807	873,750	0	7,659,000	644,807	0
2057	648,696	648,696	737,019	0	7,659,000	648,696	0
2058	657,600	657,600	583,180	0	7,659,000	657,600	0
2059	656,502	656,502	421,209	0	7,659,000	656,502	0
2060	672,003	672,003	234,019	0	7,659,000	672,003	0
2061	8,391,673	707,600	0	7,659,000	0	8,366,600	25,073
Total	24,500,810	16,816,738		7,659,000		24,475,738	25,073

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SOURCES AND USES OF FUNDS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
Combined Results**

**SPECIAL REVENUE BONDS, SERIES 2026A
SUBORDINATE BONDS, SERIES 2026B**

Dated Date 12/01/2026
Delivery Date 12/01/2026

Sources:	SERIES 2026A	SERIES 2026B	Total
Bond Proceeds:			
Par Amount	61,000,000.00	7,833,000.00	68,833,000.00
	<u>61,000,000.00</u>	<u>7,833,000.00</u>	<u>68,833,000.00</u>
Uses:			
Project Fund Deposits:			
Project Fund	51,345,229.17	7,598,010.00	58,943,239.17
Other Fund Deposits:			
Capitalized Interest	3,050,000.00		3,050,000.00
Debt Service Reserve Fund	4,934,770.83		4,934,770.83
	<u>7,984,770.83</u>		<u>7,984,770.83</u>
Cost of Issuance:			
Other Cost of Issuance	450,000.00		450,000.00
Delivery Date Expenses:			
Underwriter's Discount	1,220,000.00	234,990.00	1,454,990.00
	<u>61,000,000.00</u>	<u>7,833,000.00</u>	<u>68,833,000.00</u>



SOURCES AND USES OF FUNDS

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE BONDS, SERIES 2026A
Combined District Revenues
SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity

Dated Date 12/01/2028
Delivery Date 12/01/2028

Sources:

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Bond Proceeds:	
Par Amount	61,000,000.00
<hr/>	
	61,000,000.00
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Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	51,345,229.17
Other Fund Deposits:	
Capitalized Interest	3,050,000.00
Debt Service Reserve Fund	4,934,770.83
	<hr/>
	7,984,770.83
Cost of Issuance:	
Other Cost of Issuance	450,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,220,000.00
<hr/>	
	61,000,000.00
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BOND SUMMARY STATISTICS

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE BONDS, SERIES 2026A
Combined District Revenues
SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	06/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.175623%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.241740%
Average Coupon	5.000000%
Average Life (years)	18.831
Weighted Average Maturity (years)	18.831
Duration of Issue (years)	11.745
Par Amount	61,000,000.00
Bond Proceeds	61,000,000.00
Total Interest	57,434,500.00
Net Interest	58,654,500.00
Bond Years from Dated Date	1,148,690,000.00
Bond Years from Delivery Date	1,148,690,000.00
Total Debt Service	118,434,500.00
Maximum Annual Debt Service	7,890,750.00
Average Annual Debt Service	3,947,818.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2056	61,000,000.00	100.000	5.000%	18.831	09/30/2045	94,550.00
	61,000,000.00			18.831		94,550.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	61,000,000.00	61,000,000.00	61,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,220,000.00	-1,220,000.00	
- Cost of Issuance Expense		-450,000.00	
- Other Amounts			
Target Value	59,780,000.00	59,330,000.00	61,000,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.175623%	5.241740%	5.000000%

CALL PROVISIONS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE BONDS, SERIES 2026A
Combined District Revenues
SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity**

Call Table: CALL

<u>Call Date</u>	<u>Call Price</u>
12/01/2031	103.00
12/01/2032	102.00
12/01/2033	101.00
12/01/2034	100.00

BOND DEBT SERVICE
BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE BONDS, SERIES 2026A
Combined District Revenues
SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity

~~~~~  
Dated Date                   12/01/2026  
Delivery Date               12/01/2026

| Period Ending | Principal  | Coupon | Interest   | Debt Service | Annual Debt Service |
|---------------|------------|--------|------------|--------------|---------------------|
| 06/01/2027    |            |        | 1,525,000  | 1,525,000    |                     |
| 12/01/2027    |            |        | 1,525,000  | 1,525,000    | 3,050,000           |
| 06/01/2028    |            |        | 1,525,000  | 1,525,000    |                     |
| 12/01/2028    |            |        | 1,525,000  | 1,525,000    | 3,050,000           |
| 06/01/2029    |            |        | 1,525,000  | 1,525,000    |                     |
| 12/01/2029    |            |        | 1,525,000  | 1,525,000    | 3,050,000           |
| 06/01/2030    |            |        | 1,525,000  | 1,525,000    |                     |
| 12/01/2030    | 295,000    | 5.000% | 1,525,000  | 1,820,000    | 3,345,000           |
| 06/01/2031    |            |        | 1,517,625  | 1,517,625    |                     |
| 12/01/2031    | 535,000    | 5.000% | 1,517,625  | 2,052,625    | 3,570,250           |
| 06/01/2032    |            |        | 1,504,250  | 1,504,250    |                     |
| 12/01/2032    | 785,000    | 5.000% | 1,504,250  | 2,289,250    | 3,793,500           |
| 06/01/2033    |            |        | 1,484,625  | 1,484,625    |                     |
| 12/01/2033    | 1,755,000  | 5.000% | 1,484,625  | 3,239,625    | 4,724,250           |
| 06/01/2034    |            |        | 1,440,750  | 1,440,750    |                     |
| 12/01/2034    | 1,925,000  | 5.000% | 1,440,750  | 3,365,750    | 4,806,500           |
| 06/01/2035    |            |        | 1,392,625  | 1,392,625    |                     |
| 12/01/2035    | 2,035,000  | 5.000% | 1,392,625  | 3,427,625    | 4,820,250           |
| 06/01/2036    |            |        | 1,341,750  | 1,341,750    |                     |
| 12/01/2036    | 2,220,000  | 5.000% | 1,341,750  | 3,561,750    | 4,903,500           |
| 06/01/2037    |            |        | 1,286,250  | 1,286,250    |                     |
| 12/01/2037    | 2,345,000  | 5.000% | 1,286,250  | 3,631,250    | 4,917,500           |
| 06/01/2038    |            |        | 1,227,625  | 1,227,625    |                     |
| 12/01/2038    | 2,545,000  | 5.000% | 1,227,625  | 3,772,625    | 5,000,250           |
| 06/01/2039    |            |        | 1,164,000  | 1,164,000    |                     |
| 12/01/2039    | 2,685,000  | 5.000% | 1,164,000  | 3,849,000    | 5,013,000           |
| 06/01/2040    |            |        | 1,096,875  | 1,096,875    |                     |
| 12/01/2040    | 2,905,000  | 5.000% | 1,096,875  | 4,001,875    | 5,098,750           |
| 06/01/2041    |            |        | 1,024,250  | 1,024,250    |                     |
| 12/01/2041    | 3,065,000  | 5.000% | 1,024,250  | 4,089,250    | 5,113,500           |
| 06/01/2042    |            |        | 947,625    | 947,625      |                     |
| 12/01/2042    | 3,305,000  | 5.000% | 947,625    | 4,252,625    | 5,200,250           |
| 06/01/2043    |            |        | 865,000    | 865,000      |                     |
| 12/01/2043    | 3,490,000  | 5.000% | 865,000    | 4,355,000    | 5,220,000           |
| 06/01/2044    |            |        | 777,750    | 777,750      |                     |
| 12/01/2044    | 3,750,000  | 5.000% | 777,750    | 4,527,750    | 5,305,500           |
| 06/01/2045    |            |        | 684,000    | 684,000      |                     |
| 12/01/2045    | 1,265,000  | 5.000% | 684,000    | 1,949,000    | 2,633,000           |
| 06/01/2046    |            |        | 652,375    | 652,375      |                     |
| 12/01/2046    | 1,375,000  | 5.000% | 652,375    | 2,027,375    | 2,679,750           |
| 06/01/2047    |            |        | 618,000    | 618,000      |                     |
| 12/01/2047    | 1,450,000  | 5.000% | 618,000    | 2,068,000    | 2,686,000           |
| 06/01/2048    |            |        | 581,750    | 581,750      |                     |
| 12/01/2048    | 1,570,000  | 5.000% | 581,750    | 2,151,750    | 2,733,500           |
| 06/01/2049    |            |        | 542,500    | 542,500      |                     |
| 12/01/2049    | 1,655,000  | 5.000% | 542,500    | 2,197,500    | 2,740,000           |
| 06/01/2050    |            |        | 501,125    | 501,125      |                     |
| 12/01/2050    | 1,765,000  | 5.000% | 501,125    | 2,286,125    | 2,787,250           |
| 06/01/2051    |            |        | 456,500    | 456,500      |                     |
| 12/01/2051    | 1,880,000  | 5.000% | 456,500    | 2,336,500    | 2,793,000           |
| 06/01/2052    |            |        | 409,500    | 409,500      |                     |
| 12/01/2052    | 2,025,000  | 5.000% | 409,500    | 2,434,500    | 2,844,000           |
| 06/01/2053    |            |        | 358,875    | 358,875      |                     |
| 12/01/2053    | 2,135,000  | 5.000% | 358,875    | 2,493,875    | 2,852,750           |
| 06/01/2054    |            |        | 305,500    | 305,500      |                     |
| 12/01/2054    | 2,290,000  | 5.000% | 305,500    | 2,595,500    | 2,901,000           |
| 06/01/2055    |            |        | 248,250    | 248,250      |                     |
| 12/01/2055    | 2,415,000  | 5.000% | 248,250    | 2,663,250    | 2,911,500           |
| 06/01/2056    |            |        | 187,875    | 187,875      |                     |
| 12/01/2056    | 7,515,000  | 5.000% | 187,875    | 7,702,875    | 7,890,750           |
|               | 61,000,000 |        | 57,434,500 | 118,434,500  | 118,434,500         |

**NET DEBT SERVICE**  
**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)**  
**BROOMFIELD COUNTY, COLORADO**  
**SPECIAL REVENUE BONDS, SERIES 2026A**  
**Combined District Revenues**  
**SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity**

| Period Ending | Principal  | Interest   | Total Debt Service | Debt Service Reserve Fund | Capitalized Interest | Net Debt Service |
|---------------|------------|------------|--------------------|---------------------------|----------------------|------------------|
| 12/01/2027    |            | 3,050,000  | 3,050,000          |                           | 3,050,000            |                  |
| 12/01/2028    |            | 3,050,000  | 3,050,000          |                           |                      | 3,050,000.00     |
| 12/01/2029    |            | 3,050,000  | 3,050,000          |                           |                      | 3,050,000.00     |
| 12/01/2030    | 295,000    | 3,050,000  | 3,345,000          |                           |                      | 3,345,000.00     |
| 12/01/2031    | 535,000    | 3,035,250  | 3,570,250          |                           |                      | 3,570,250.00     |
| 12/01/2032    | 785,000    | 3,008,500  | 3,793,500          |                           |                      | 3,793,500.00     |
| 12/01/2033    | 1,755,000  | 2,989,250  | 4,724,250          |                           |                      | 4,724,250.00     |
| 12/01/2034    | 1,925,000  | 2,881,500  | 4,806,500          |                           |                      | 4,806,500.00     |
| 12/01/2035    | 2,035,000  | 2,785,250  | 4,820,250          |                           |                      | 4,820,250.00     |
| 12/01/2036    | 2,220,000  | 2,683,500  | 4,903,500          |                           |                      | 4,903,500.00     |
| 12/01/2037    | 2,345,000  | 2,572,500  | 4,917,500          |                           |                      | 4,917,500.00     |
| 12/01/2038    | 2,545,000  | 2,455,250  | 5,000,250          |                           |                      | 5,000,250.00     |
| 12/01/2039    | 2,685,000  | 2,328,000  | 5,013,000          |                           |                      | 5,013,000.00     |
| 12/01/2040    | 2,905,000  | 2,193,750  | 5,098,750          |                           |                      | 5,098,750.00     |
| 12/01/2041    | 3,065,000  | 2,048,500  | 5,113,500          |                           |                      | 5,113,500.00     |
| 12/01/2042    | 3,305,000  | 1,895,250  | 5,200,250          |                           |                      | 5,200,250.00     |
| 12/01/2043    | 3,490,000  | 1,730,000  | 5,220,000          |                           |                      | 5,220,000.00     |
| 12/01/2044    | 3,750,000  | 1,555,500  | 5,305,500          |                           |                      | 5,305,500.00     |
| 12/01/2045    | 1,265,000  | 1,368,000  | 2,633,000          |                           |                      | 2,633,000.00     |
| 12/01/2046    | 1,375,000  | 1,304,750  | 2,679,750          |                           |                      | 2,679,750.00     |
| 12/01/2047    | 1,450,000  | 1,236,000  | 2,686,000          |                           |                      | 2,686,000.00     |
| 12/01/2048    | 1,570,000  | 1,163,500  | 2,733,500          |                           |                      | 2,733,500.00     |
| 12/01/2049    | 1,655,000  | 1,085,000  | 2,740,000          |                           |                      | 2,740,000.00     |
| 12/01/2050    | 1,785,000  | 1,002,250  | 2,787,250          |                           |                      | 2,787,250.00     |
| 12/01/2051    | 1,880,000  | 913,000    | 2,793,000          |                           |                      | 2,793,000.00     |
| 12/01/2052    | 2,025,000  | 819,000    | 2,844,000          |                           |                      | 2,844,000.00     |
| 12/01/2053    | 2,135,000  | 717,750    | 2,852,750          |                           |                      | 2,852,750.00     |
| 12/01/2054    | 2,290,000  | 611,000    | 2,901,000          |                           |                      | 2,901,000.00     |
| 12/01/2055    | 2,415,000  | 496,500    | 2,911,500          |                           |                      | 2,911,500.00     |
| 12/01/2056    | 7,515,000  | 375,750    | 7,890,750          | 4,934,770.83              |                      | 2,955,979.17     |
|               | 61,000,000 | 57,434,500 | 118,434,500        | 4,934,770.83              | 3,050,000            | 110,449,729.17   |

**BOND SOLUTION**  
**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)**  
**BROOMFIELD COUNTY, COLORADO**  
**SPECIAL REVENUE BONDS, SERIES 2026A**  
**Combined District Revenues**  
**SERVICE PLAN: Non-Rated, 130x, 30-yr. Maturity**

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|-----------------------|
| 12/01/2027    |                    | 3,050,000             |                          |                        | 584,860             | 584,860         |                       |
| 12/01/2028    |                    | 3,050,000             | -3,050,000               | 3,050,000              | 2,694,443           | -355,557        | 88.34%                |
| 12/01/2029    |                    | 3,050,000             |                          | 3,050,000              | 2,400,173           | -649,827        | 78.69%                |
| 12/01/2030    | 295,000            | 3,345,000             |                          | 3,345,000              | 4,353,040           | 1,008,040       | 130.14%               |
| 12/01/2031    | 535,000            | 3,570,250             |                          | 3,570,250              | 4,643,368           | 1,073,118       | 130.06%               |
| 12/01/2032    | 785,000            | 3,793,500             |                          | 3,793,500              | 4,931,877           | 1,138,377       | 130.01%               |
| 12/01/2033    | 1,755,000          | 4,724,250             |                          | 4,724,250              | 6,146,087           | 1,421,837       | 130.10%               |
| 12/01/2034    | 1,925,000          | 4,806,500             |                          | 4,806,500              | 6,249,674           | 1,443,174       | 130.03%               |
| 12/01/2035    | 2,035,000          | 4,820,250             |                          | 4,820,250              | 6,269,343           | 1,449,093       | 130.06%               |
| 12/01/2036    | 2,220,000          | 4,903,500             |                          | 4,903,500              | 6,375,004           | 1,471,504       | 130.01%               |
| 12/01/2037    | 2,345,000          | 4,917,500             |                          | 4,917,500              | 6,395,069           | 1,477,569       | 130.05%               |
| 12/01/2038    | 2,545,000          | 5,000,250             |                          | 5,000,250              | 6,502,844           | 1,502,594       | 130.05%               |
| 12/01/2039    | 2,685,000          | 5,013,000             |                          | 5,013,000              | 6,523,313           | 1,510,313       | 130.13%               |
| 12/01/2040    | 2,905,000          | 5,098,750             |                          | 5,098,750              | 6,633,246           | 1,534,496       | 130.10%               |
| 12/01/2041    | 3,065,000          | 5,113,500             |                          | 5,113,500              | 6,654,126           | 1,540,626       | 130.13%               |
| 12/01/2042    | 3,305,000          | 5,200,250             |                          | 5,200,250              | 6,766,260           | 1,566,010       | 130.11%               |
| 12/01/2043    | 3,490,000          | 5,220,000             |                          | 5,220,000              | 6,787,559           | 1,567,559       | 130.03%               |
| 12/01/2044    | 3,750,000          | 5,305,500             |                          | 5,305,500              | 6,901,938           | 1,596,438       | 130.09%               |
| 12/01/2045    | 1,265,000          | 2,633,000             |                          | 2,633,000              | 3,427,047           | 794,047         | 130.16%               |
| 12/01/2046    | 1,375,000          | 2,679,750             |                          | 2,679,750              | 3,484,007           | 804,257         | 130.01%               |
| 12/01/2047    | 1,450,000          | 2,686,000             |                          | 2,686,000              | 3,495,845           | 809,845         | 130.15%               |
| 12/01/2048    | 1,570,000          | 2,733,500             |                          | 2,733,500              | 3,553,945           | 820,445         | 130.01%               |
| 12/01/2049    | 1,655,000          | 2,740,000             |                          | 2,740,000              | 3,566,021           | 826,021         | 130.15%               |
| 12/01/2050    | 1,785,000          | 2,787,250             |                          | 2,787,250              | 3,625,285           | 838,035         | 130.07%               |
| 12/01/2051    | 1,880,000          | 2,793,000             |                          | 2,793,000              | 3,637,603           | 844,603         | 130.24%               |
| 12/01/2052    | 2,025,000          | 2,844,000             |                          | 2,844,000              | 3,698,054           | 854,054         | 130.03%               |
| 12/01/2053    | 2,135,000          | 2,852,750             |                          | 2,852,750              | 3,710,620           | 857,870         | 130.07%               |
| 12/01/2054    | 2,290,000          | 2,901,000             |                          | 2,901,000              | 3,772,281           | 871,281         | 130.03%               |
| 12/01/2055    | 2,415,000          | 2,911,500             |                          | 2,911,500              | 3,785,099           | 873,599         | 130.01%               |
| 12/01/2056    | 7,515,000          | 7,890,750             | -4,934,771               | 2,955,979              | 3,847,995           | 892,015         | 130.18%               |
|               | 61,000,000         | 118,434,500           | -7,984,771               | 110,449,729            | 141,416,025         | 30,966,296      |                       |

**SOURCES AND USES OF FUNDS**

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)  
BROOMFIELD COUNTY, COLORADO  
SUBORDINATE BONDS, SERIES 2026B  
Combined District Revenues**

**SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2056 (Stated) Maturity**

~~~~

| | |
|---------------|------------|
| Dated Date | 12/01/2026 |
| Delivery Date | 12/01/2026 |

Sources:

| | |
|-----------------------|--------------|
| Bond Proceeds: | |
| Par Amount | 7,833,000.00 |
| | <hr/> |
| | 7,833,000.00 |
| | <hr/> |

Uses:

| | |
|--------------------------------|--------------|
| Project Fund Deposits: | |
| Project Fund | 7,598,010.00 |
|
 | |
| Delivery Date Expenses: | |
| Underwriter's Discount | 234,990.00 |
| | <hr/> |
| | 7,833,000.00 |
| | <hr/> |

BOND PRICING

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2026B
Combined District Revenues**

SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2056 (Stated) Maturity

| Bond Component | Maturity Date | Amount | Rate | Yield | Price |
|---------------------|---------------|-----------|--------|--------|---------|
| Term Bond due 2056: | 12/15/2056 | 7,833,000 | 7.750% | 7.750% | 100.000 |
| | | 7,833,000 | | | |

| | | |
|-------------------------|--------------|-------------|
| Dated Date | 12/01/2026 | |
| Delivery Date | 12/01/2026 | |
| First Coupon | 12/15/2026 | |
| Par Amount | 7,833,000.00 | |
| Original Issue Discount | | |
| Production | 7,833,000.00 | 100.000000% |
| Underwriter's Discount | -234,990.00 | -3.000000% |
| Purchase Price | 7,598,010.00 | 97.000000% |
| Accrued Interest | | |
| Net Proceeds | 7,598,010.00 | |



CALL PROVISIONS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2026B
Combined District Revenues
SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2056 (Stated) Maturity**

Call Table: CALL

| <u>Call Date</u> | <u>Call Price</u> |
|------------------|-------------------|
| 12/01/2031 | 103.00 |
| 12/01/2032 | 102.00 |
| 12/01/2033 | 101.00 |
| 12/01/2034 | 100.00 |



SOURCES AND USES OF FUNDS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
Combined Results**

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**SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A  
SUBORDINATE BONDS, SERIES 2031B**  
~~~~~

Dated Date 12/01/2031
Delivery Date 12/01/2031

| Sources: | Series 2031A | Series 2031B | Total |
|----------------------------|----------------------|---------------------|----------------------|
| Bond Proceeds: | | | |
| Par Amount | 77,200,000.00 | 7,659,000.00 | 84,859,000.00 |
| Other Sources of Funds: | | | |
| Funds on Hand (est.) | 1,905,000.00 | | 1,905,000.00 |
| SERIES 2026A - DSRF* | <u>4,934,770.83</u> | | <u>4,934,770.83</u> |
| | 6,839,770.83 | | 6,839,770.83 |
| | <u>84,039,770.83</u> | <u>7,659,000.00</u> | <u>91,698,770.83</u> |
| Uses: | Series 2031A | Series 2031B | Total |
| Project Fund Deposits: | | | |
| Project Fund | 9,814,655.83 | 7,429,230.00 | 17,243,885.83 |
| Refunding Escrow Deposits: | | | |
| Cash Deposit | 73,589,115.00 | | 73,589,115.00 |
| Cost of Issuance: | | | |
| Other Cost of Issuance | 250,000.00 | | 250,000.00 |
| Delivery Date Expenses: | | | |
| Underwriter's Discount | 386,000.00 | 229,770.00 | 615,770.00 |
| | <u>84,039,770.83</u> | <u>7,659,000.00</u> | <u>91,698,770.83</u> |

SOURCES AND USES OF FUNDS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

Dated Date 12/01/2031
Delivery Date 12/01/2031

Sources:

| | |
|--------------------------------|---------------|
| Bond Proceeds: | |
| Par Amount | 77,200,000.00 |
| Other Sources of Funds: | |
| Funds on Hand (est.) | 1,905,000.00 |
| SERIES 2028A - DSRF* | 4,934,770.83 |
| | 6,839,770.83 |
| | 84,039,770.83 |

Uses:

| | |
|-----------------------------------|---------------|
| Project Fund Deposits: | |
| Project Fund | 9,814,655.83 |
| Refunding Escrow Deposits: | |
| Cash Deposit | 73,589,115.00 |
| Cost of Issuance: | |
| Other Cost of Issuance | 250,000.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 386,000.00 |
| | 84,039,770.83 |

BOND SUMMARY STATISTICS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
 BROOMFIELD COUNTY, COLORADO
 SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
 Combined District Revenues
 SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

| | |
|-----------------------------------|------------------|
| Dated Date | 12/01/2031 |
| Delivery Date | 12/01/2031 |
| First Coupon | 06/01/2032 |
| Last Maturity | 12/01/2061 |
| Arbitrage Yield | 3.750000% |
| True Interest Cost (TIC) | 3.796178% |
| Net Interest Cost (NIC) | 3.750000% |
| All-In TIC | 3.826280% |
| Average Coupon | 3.750000% |
| Average Life (years) | 15.470 |
| Weighted Average Maturity (years) | 15.470 |
| Duration of Issue (years) | 11.045 |
| Par Amount | 77,200,000.00 |
| Bond Proceeds | 77,200,000.00 |
| Total Interest | 44,786,250.00 |
| Net Interest | 45,172,250.00 |
| Bond Years from Dated Date | 1,194,300,000.00 |
| Bond Years from Delivery Date | 1,194,300,000.00 |
| Total Debt Service | 121,986,250.00 |
| Maximum Annual Debt Service | 5,746,812.50 |
| Average Annual Debt Service | 4,066,208.33 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | 5.000000 |
| Total Underwriter's Discount | 5.000000 |
| Bid Price | 99.500000 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--------------------|---------------|---------|----------------|--------------|-----------------------|-------------------|
| Term Bond due 2061 | 77,200,000.00 | 100.000 | 3.750% | 15.470 | 05/21/2047 | 138,188.00 |
| | 77,200,000.00 | | | 15.470 | | 138,188.00 |

| | TIC | All-In TIC | Arbitrage Yield |
|----------------------------|---------------|---------------|-----------------|
| Par Value | 77,200,000.00 | 77,200,000.00 | 77,200,000.00 |
| + Accrued Interest | | | |
| + Premium (Discount) | | | |
| - Underwriter's Discount | -386,000.00 | -386,000.00 | |
| - Cost of Issuance Expense | | -250,000.00 | |
| - Other Amounts | | | |
| Target Value | 76,814,000.00 | 76,564,000.00 | 77,200,000.00 |
| Target Date | 12/01/2031 | 12/01/2031 | 12/01/2031 |
| Yield | 3.796178% | 3.826280% | 3.750000% |

BOND DEBT SERVICE
BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity

| | | | Dated Date | 12/01/2031 | | |
|---------------|------------|--------|---------------|----------------|---------------------|--|
| | | | Delivery Date | 12/01/2031 | | |
| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service | |
| 06/01/2032 | | | 1,447,500.00 | 1,447,500.00 | | |
| 12/01/2032 | 1,210,000 | 3.750% | 1,447,500.00 | 2,657,500.00 | 4,105,000.00 | |
| 06/01/2033 | | | 1,424,812.50 | 1,424,812.50 | | |
| 12/01/2033 | 2,270,000 | 3.750% | 1,424,812.50 | 3,694,812.50 | 5,119,625.00 | |
| 06/01/2034 | | | 1,382,250.00 | 1,382,250.00 | | |
| 12/01/2034 | 2,440,000 | 3.750% | 1,382,250.00 | 3,822,250.00 | 5,204,500.00 | |
| 06/01/2035 | | | 1,336,500.00 | 1,336,500.00 | | |
| 12/01/2035 | 2,550,000 | 3.750% | 1,336,500.00 | 3,886,500.00 | 5,223,000.00 | |
| 06/01/2036 | | | 1,288,687.50 | 1,288,687.50 | | |
| 12/01/2036 | 2,730,000 | 3.750% | 1,288,687.50 | 4,018,687.50 | 5,307,375.00 | |
| 06/01/2037 | | | 1,237,500.00 | 1,237,500.00 | | |
| 12/01/2037 | 2,850,000 | 3.750% | 1,237,500.00 | 4,087,500.00 | 5,325,000.00 | |
| 06/01/2038 | | | 1,184,062.50 | 1,184,062.50 | | |
| 12/01/2038 | 3,050,000 | 3.750% | 1,184,062.50 | 4,234,062.50 | 5,418,125.00 | |
| 06/01/2039 | | | 1,126,875.00 | 1,126,875.00 | | |
| 12/01/2039 | 3,180,000 | 3.750% | 1,126,875.00 | 4,306,875.00 | 5,433,750.00 | |
| 06/01/2040 | | | 1,067,250.00 | 1,067,250.00 | | |
| 12/01/2040 | 3,390,000 | 3.750% | 1,067,250.00 | 4,457,250.00 | 5,524,500.00 | |
| 06/01/2041 | | | 1,003,687.50 | 1,003,687.50 | | |
| 12/01/2041 | 3,535,000 | 3.750% | 1,003,687.50 | 4,538,687.50 | 5,542,375.00 | |
| 06/01/2042 | | | 937,406.25 | 937,406.25 | | |
| 12/01/2042 | 3,760,000 | 3.750% | 937,406.25 | 4,697,406.25 | 5,634,812.50 | |
| 06/01/2043 | | | 866,906.25 | 866,906.25 | | |
| 12/01/2043 | 3,920,000 | 3.750% | 866,906.25 | 4,786,906.25 | 5,653,812.50 | |
| 06/01/2044 | | | 793,406.25 | 793,406.25 | | |
| 12/01/2044 | 4,160,000 | 3.750% | 793,406.25 | 4,953,406.25 | 5,746,812.50 | |
| 06/01/2045 | | | 715,406.25 | 715,406.25 | | |
| 12/01/2045 | 1,420,000 | 3.750% | 715,406.25 | 2,135,406.25 | 2,850,812.50 | |
| 06/01/2046 | | | 688,781.25 | 688,781.25 | | |
| 12/01/2046 | 1,525,000 | 3.750% | 688,781.25 | 2,213,781.25 | 2,902,562.50 | |
| 06/01/2047 | | | 660,187.50 | 660,187.50 | | |
| 12/01/2047 | 1,590,000 | 3.750% | 660,187.50 | 2,250,187.50 | 2,910,375.00 | |
| 06/01/2048 | | | 630,375.00 | 630,375.00 | | |
| 12/01/2048 | 1,700,000 | 3.750% | 630,375.00 | 2,330,375.00 | 2,960,750.00 | |
| 06/01/2049 | | | 598,500.00 | 598,500.00 | | |
| 12/01/2049 | 1,770,000 | 3.750% | 598,500.00 | 2,388,500.00 | 2,967,000.00 | |
| 06/01/2050 | | | 565,312.50 | 565,312.50 | | |
| 12/01/2050 | 1,890,000 | 3.750% | 565,312.50 | 2,455,312.50 | 3,020,625.00 | |
| 06/01/2051 | | | 529,875.00 | 529,875.00 | | |
| 12/01/2051 | 1,970,000 | 3.750% | 529,875.00 | 2,499,875.00 | 3,029,750.00 | |
| 06/01/2052 | | | 492,937.50 | 492,937.50 | | |
| 12/01/2052 | 2,095,000 | 3.750% | 492,937.50 | 2,587,937.50 | 3,080,875.00 | |
| 06/01/2053 | | | 453,656.25 | 453,656.25 | | |
| 12/01/2053 | 2,180,000 | 3.750% | 453,656.25 | 2,633,656.25 | 3,087,312.50 | |
| 06/01/2054 | | | 412,781.25 | 412,781.25 | | |
| 12/01/2054 | 2,315,000 | 3.750% | 412,781.25 | 2,727,781.25 | 3,140,562.50 | |
| 06/01/2055 | | | 369,375.00 | 369,375.00 | | |
| 12/01/2055 | 2,415,000 | 3.750% | 369,375.00 | 2,784,375.00 | 3,153,750.00 | |
| 06/01/2056 | | | 324,093.75 | 324,093.75 | | |
| 12/01/2056 | 2,555,000 | 3.750% | 324,093.75 | 2,879,093.75 | 3,203,187.50 | |
| 06/01/2057 | | | 276,187.50 | 276,187.50 | | |
| 12/01/2057 | 2,660,000 | 3.750% | 276,187.50 | 2,936,187.50 | 3,212,375.00 | |
| 06/01/2058 | | | 226,312.50 | 226,312.50 | | |
| 12/01/2058 | 2,815,000 | 3.750% | 226,312.50 | 3,041,312.50 | 3,267,625.00 | |
| 06/01/2059 | | | 173,531.25 | 173,531.25 | | |
| 12/01/2059 | 2,935,000 | 3.750% | 173,531.25 | 3,108,531.25 | 3,282,062.50 | |
| 06/01/2060 | | | 118,500.00 | 118,500.00 | | |
| 12/01/2060 | 3,095,000 | 3.750% | 118,500.00 | 3,213,500.00 | 3,332,000.00 | |
| 06/01/2061 | | | 60,468.75 | 60,468.75 | | |
| 12/01/2061 | 3,225,000 | 3.750% | 60,468.75 | 3,285,468.75 | 3,345,937.50 | |
| | 77,200,000 | | 44,786,250.00 | 121,986,250.00 | 121,986,250.00 | |

NET DEBT SERVICE

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity

| Period
Ending | Principal | Interest | Total
Debt Service | Net
Debt Service |
|------------------|------------|---------------|-----------------------|---------------------|
| 12/01/2032 | 1,210,000 | 2,895,000.00 | 4,105,000.00 | 4,105,000.00 |
| 12/01/2033 | 2,270,000 | 2,849,625.00 | 5,119,625.00 | 5,119,625.00 |
| 12/01/2034 | 2,440,000 | 2,784,500.00 | 5,204,500.00 | 5,204,500.00 |
| 12/01/2035 | 2,550,000 | 2,673,000.00 | 5,223,000.00 | 5,223,000.00 |
| 12/01/2036 | 2,730,000 | 2,577,375.00 | 5,307,375.00 | 5,307,375.00 |
| 12/01/2037 | 2,850,000 | 2,475,000.00 | 5,325,000.00 | 5,325,000.00 |
| 12/01/2038 | 3,050,000 | 2,368,125.00 | 5,418,125.00 | 5,418,125.00 |
| 12/01/2039 | 3,180,000 | 2,253,750.00 | 5,433,750.00 | 5,433,750.00 |
| 12/01/2040 | 3,390,000 | 2,134,500.00 | 5,524,500.00 | 5,524,500.00 |
| 12/01/2041 | 3,535,000 | 2,007,375.00 | 5,542,375.00 | 5,542,375.00 |
| 12/01/2042 | 3,760,000 | 1,874,812.50 | 5,634,812.50 | 5,634,812.50 |
| 12/01/2043 | 3,920,000 | 1,733,812.50 | 5,653,812.50 | 5,653,812.50 |
| 12/01/2044 | 4,160,000 | 1,586,812.50 | 5,746,812.50 | 5,746,812.50 |
| 12/01/2045 | 1,420,000 | 1,430,812.50 | 2,850,812.50 | 2,850,812.50 |
| 12/01/2046 | 1,525,000 | 1,377,562.50 | 2,902,562.50 | 2,902,562.50 |
| 12/01/2047 | 1,590,000 | 1,320,375.00 | 2,910,375.00 | 2,910,375.00 |
| 12/01/2048 | 1,700,000 | 1,260,750.00 | 2,960,750.00 | 2,960,750.00 |
| 12/01/2049 | 1,770,000 | 1,197,000.00 | 2,967,000.00 | 2,967,000.00 |
| 12/01/2050 | 1,890,000 | 1,130,625.00 | 3,020,625.00 | 3,020,625.00 |
| 12/01/2051 | 1,970,000 | 1,059,750.00 | 3,029,750.00 | 3,029,750.00 |
| 12/01/2052 | 2,095,000 | 985,875.00 | 3,080,875.00 | 3,080,875.00 |
| 12/01/2053 | 2,180,000 | 907,312.50 | 3,087,312.50 | 3,087,312.50 |
| 12/01/2054 | 2,315,000 | 825,562.50 | 3,140,562.50 | 3,140,562.50 |
| 12/01/2055 | 2,415,000 | 738,750.00 | 3,153,750.00 | 3,153,750.00 |
| 12/01/2056 | 2,555,000 | 648,187.50 | 3,203,187.50 | 3,203,187.50 |
| 12/01/2057 | 2,680,000 | 552,375.00 | 3,212,375.00 | 3,212,375.00 |
| 12/01/2058 | 2,815,000 | 452,625.00 | 3,267,625.00 | 3,267,625.00 |
| 12/01/2059 | 2,935,000 | 347,062.50 | 3,282,062.50 | 3,282,062.50 |
| 12/01/2060 | 3,095,000 | 237,000.00 | 3,332,000.00 | 3,332,000.00 |
| 12/01/2061 | 3,225,000 | 120,937.50 | 3,345,937.50 | 3,345,937.50 |
| | 77,200,000 | 44,786,250.00 | 121,986,250.00 | 121,986,250.00 |

SUMMARY OF BONDS REFUNDED

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|---|---------------|---------------|------------|------------|------------|
| 2/4/25: Ser 26A NRLF, 6.75%, Combd Dist Revs+TIF, 140x, URA (2049), 2056 mat, SP: | | | | | |
| TERM56 | 12/01/2032 | 5.000% | 785,000 | 12/01/2031 | 103.000 |
| | 12/01/2033 | 5.000% | 1,755,000 | 12/01/2031 | 103.000 |
| | 12/01/2034 | 5.000% | 1,925,000 | 12/01/2031 | 103.000 |
| | 12/01/2035 | 5.000% | 2,035,000 | 12/01/2031 | 103.000 |
| | 12/01/2036 | 5.000% | 2,220,000 | 12/01/2031 | 103.000 |
| | 12/01/2037 | 5.000% | 2,345,000 | 12/01/2031 | 103.000 |
| | 12/01/2038 | 5.000% | 2,545,000 | 12/01/2031 | 103.000 |
| | 12/01/2039 | 5.000% | 2,685,000 | 12/01/2031 | 103.000 |
| | 12/01/2040 | 5.000% | 2,905,000 | 12/01/2031 | 103.000 |
| | 12/01/2041 | 5.000% | 3,065,000 | 12/01/2031 | 103.000 |
| | 12/01/2042 | 5.000% | 3,305,000 | 12/01/2031 | 103.000 |
| | 12/01/2043 | 5.000% | 3,490,000 | 12/01/2031 | 103.000 |
| | 12/01/2044 | 5.000% | 3,750,000 | 12/01/2031 | 103.000 |
| | 12/01/2045 | 5.000% | 1,265,000 | 12/01/2031 | 103.000 |
| | 12/01/2046 | 5.000% | 1,375,000 | 12/01/2031 | 103.000 |
| | 12/01/2047 | 5.000% | 1,450,000 | 12/01/2031 | 103.000 |
| | 12/01/2048 | 5.000% | 1,570,000 | 12/01/2031 | 103.000 |
| | 12/01/2049 | 5.000% | 1,655,000 | 12/01/2031 | 103.000 |
| | 12/01/2050 | 5.000% | 1,785,000 | 12/01/2031 | 103.000 |
| | 12/01/2051 | 5.000% | 1,880,000 | 12/01/2031 | 103.000 |
| | 12/01/2052 | 5.000% | 2,025,000 | 12/01/2031 | 103.000 |
| | 12/01/2053 | 5.000% | 2,135,000 | 12/01/2031 | 103.000 |
| | 12/01/2054 | 5.000% | 2,290,000 | 12/01/2031 | 103.000 |
| | 12/01/2055 | 5.000% | 2,415,000 | 12/01/2031 | 103.000 |
| | 12/01/2056 | 5.000% | 7,515,000 | 12/01/2031 | 103.000 |
| | | | 60,170,000 | | |

ESCROW REQUIREMENTS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

Dated Date 12/01/2031
Delivery Date 12/01/2031

Pay & Cancel Refunding of Series 2026A

| Period Ending | Principal Redeemed | Redemption Premium | Total |
|---------------|--------------------|--------------------|---------------|
| 12/01/2031 | 60,170,000 | 1,805,100.00 | 61,975,100.00 |
| | 60,170,000 | 1,805,100.00 | 61,975,100.00 |



ESCROW REQUIREMENTS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

Dated Date 12/01/2031
Delivery Date 12/01/2031

Pay & Cancel Refunding of Series 2026B

| Period
Ending | Interest | Principal
Redeemed | Redemption
Premium | Total |
|--------------------------|-----------------|-------------------------------|-------------------------------|---------------|
| 12/01/2031 | 3,548,025.00 | 7,833,000 | 234,990.00 | 11,614,015.00 |
| | 3,548,025.00 | 7,833,000 | 234,990.00 | 11,614,015.00 |



PRIOR BOND DEBT SERVICE

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
 BROOMFIELD COUNTY, COLORADO
 SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
 Combined District Revenues
 SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

Pay & Cancel Refunding of Series 2026A

| Period
Ending | Principal | Coupon | Interest | Debt
Service |
|--------------------------|-------------------|---------------|-------------------|-------------------------|
| 12/01/2032 | 785,000 | 5.000% | 3,008,500 | 3,793,500 |
| 12/01/2033 | 1,755,000 | 5.000% | 2,989,250 | 4,724,250 |
| 12/01/2034 | 1,925,000 | 5.000% | 2,881,500 | 4,806,500 |
| 12/01/2035 | 2,035,000 | 5.000% | 2,785,250 | 4,820,250 |
| 12/01/2036 | 2,220,000 | 5.000% | 2,683,500 | 4,903,500 |
| 12/01/2037 | 2,345,000 | 5.000% | 2,572,500 | 4,917,500 |
| 12/01/2038 | 2,545,000 | 5.000% | 2,455,250 | 5,000,250 |
| 12/01/2039 | 2,685,000 | 5.000% | 2,328,000 | 5,013,000 |
| 12/01/2040 | 2,905,000 | 5.000% | 2,193,750 | 5,098,750 |
| 12/01/2041 | 3,085,000 | 5.000% | 2,048,500 | 5,113,500 |
| 12/01/2042 | 3,305,000 | 5.000% | 1,895,250 | 5,200,250 |
| 12/01/2043 | 3,490,000 | 5.000% | 1,730,000 | 5,220,000 |
| 12/01/2044 | 3,750,000 | 5.000% | 1,555,500 | 5,305,500 |
| 12/01/2045 | 1,285,000 | 5.000% | 1,388,000 | 2,633,000 |
| 12/01/2046 | 1,375,000 | 5.000% | 1,304,750 | 2,679,750 |
| 12/01/2047 | 1,450,000 | 5.000% | 1,238,000 | 2,688,000 |
| 12/01/2048 | 1,570,000 | 5.000% | 1,183,500 | 2,733,500 |
| 12/01/2049 | 1,655,000 | 5.000% | 1,085,000 | 2,740,000 |
| 12/01/2050 | 1,785,000 | 5.000% | 1,002,250 | 2,787,250 |
| 12/01/2051 | 1,880,000 | 5.000% | 913,000 | 2,793,000 |
| 12/01/2052 | 2,025,000 | 5.000% | 819,000 | 2,844,000 |
| 12/01/2053 | 2,135,000 | 5.000% | 717,750 | 2,852,750 |
| 12/01/2054 | 2,290,000 | 5.000% | 611,000 | 2,901,000 |
| 12/01/2055 | 2,415,000 | 5.000% | 498,500 | 2,911,500 |
| 12/01/2056 | 7,515,000 | 5.000% | 375,750 | 7,890,750 |
| | 60,170,000 | | 42,199,250 | 102,369,250 |

BOND SOLUTION

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SPECIAL REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2031A
Combined District Revenues
SERVICE PLAN: Investment Grade, Min. 120x, 30-yr. Maturity**

| Period Ending | Proposed Principal | Proposed Debt Service | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|------------------------|---------------------|-----------------|-----------------------|
| 12/01/2032 | 1,210,000 | 4,105,000 | 4,105,000 | 4,931,877 | 826,877 | 120.14% |
| 12/01/2033 | 2,270,000 | 5,119,625 | 5,119,625 | 6,146,087 | 1,026,462 | 120.05% |
| 12/01/2034 | 2,440,000 | 5,204,500 | 5,204,500 | 6,249,674 | 1,045,174 | 120.08% |
| 12/01/2035 | 2,550,000 | 5,223,000 | 5,223,000 | 6,269,343 | 1,046,343 | 120.03% |
| 12/01/2036 | 2,730,000 | 5,307,375 | 5,307,375 | 6,375,004 | 1,067,629 | 120.12% |
| 12/01/2037 | 2,850,000 | 5,325,000 | 5,325,000 | 6,395,069 | 1,070,069 | 120.10% |
| 12/01/2038 | 3,050,000 | 5,418,125 | 5,418,125 | 6,502,844 | 1,084,719 | 120.02% |
| 12/01/2039 | 3,180,000 | 5,433,750 | 5,433,750 | 6,523,313 | 1,089,563 | 120.05% |
| 12/01/2040 | 3,390,000 | 5,524,500 | 5,524,500 | 6,633,246 | 1,108,746 | 120.07% |
| 12/01/2041 | 3,535,000 | 5,542,375 | 5,542,375 | 6,654,126 | 1,111,751 | 120.06% |
| 12/01/2042 | 3,760,000 | 5,634,813 | 5,634,813 | 6,766,260 | 1,131,447 | 120.08% |
| 12/01/2043 | 3,920,000 | 5,653,813 | 5,653,813 | 6,787,559 | 1,133,747 | 120.05% |
| 12/01/2044 | 4,160,000 | 5,746,813 | 5,746,813 | 6,901,938 | 1,155,125 | 120.10% |
| 12/01/2045 | 1,420,000 | 2,850,813 | 2,850,813 | 3,427,047 | 576,234 | 120.21% |
| 12/01/2046 | 1,525,000 | 2,902,563 | 2,902,563 | 3,484,007 | 581,444 | 120.03% |
| 12/01/2047 | 1,590,000 | 2,910,375 | 2,910,375 | 3,495,845 | 585,470 | 120.12% |
| 12/01/2048 | 1,700,000 | 2,960,750 | 2,960,750 | 3,553,945 | 593,195 | 120.04% |
| 12/01/2049 | 1,770,000 | 2,967,000 | 2,967,000 | 3,566,021 | 599,021 | 120.19% |
| 12/01/2050 | 1,890,000 | 3,020,625 | 3,020,625 | 3,625,285 | 604,660 | 120.02% |
| 12/01/2051 | 1,970,000 | 3,029,750 | 3,029,750 | 3,637,603 | 607,853 | 120.06% |
| 12/01/2052 | 2,095,000 | 3,080,875 | 3,080,875 | 3,698,054 | 617,179 | 120.03% |
| 12/01/2053 | 2,180,000 | 3,087,313 | 3,087,313 | 3,710,620 | 623,307 | 120.19% |
| 12/01/2054 | 2,315,000 | 3,140,563 | 3,140,563 | 3,772,281 | 631,718 | 120.11% |
| 12/01/2055 | 2,415,000 | 3,153,750 | 3,153,750 | 3,785,099 | 631,349 | 120.02% |
| 12/01/2056 | 2,555,000 | 3,203,188 | 3,203,188 | 3,847,995 | 644,807 | 120.13% |
| 12/01/2057 | 2,660,000 | 3,212,375 | 3,212,375 | 3,861,071 | 648,696 | 120.19% |
| 12/01/2058 | 2,815,000 | 3,267,625 | 3,267,625 | 3,925,225 | 657,600 | 120.12% |
| 12/01/2059 | 2,935,000 | 3,282,063 | 3,282,063 | 3,938,564 | 656,502 | 120.00% |
| 12/01/2060 | 3,095,000 | 3,332,000 | 3,332,000 | 4,004,003 | 672,003 | 120.17% |
| 12/01/2061 | 3,225,000 | 3,345,938 | 3,345,938 | 4,017,610 | 671,673 | 120.07% |
| | 77,200,000 | 121,986,250 | 121,986,250 | 146,486,615 | 24,500,365 | |

SOURCES AND USES OF FUNDS

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2031B
Combined District Revenues**

SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2061 (Stated) Maturity

Dated Date 12/01/2031
Delivery Date 12/01/2031

Sources:

| | |
|-----------------------|--------------|
| Bond Proceeds: | |
| Par Amount | 7,659,000.00 |
| | 7,659,000.00 |

Uses:

| | |
|--------------------------------|--------------|
| Project Fund Deposits: | |
| Project Fund | 7,429,230.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 229,770.00 |
| | 7,659,000.00 |

BOND PRICING

**BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2031B
Combined District Revenues
SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2061 (Stated) Maturity**

| Bond Component | Maturity Date | Amount | Rate | Yield | Price |
|---------------------|---------------|-----------|--------|--------|---------|
| Term Bond due 2061: | 12/15/2061 | 7,659,000 | 6.000% | 6.000% | 100.000 |
| | | 7,659,000 | | | |

| | | | |
|-------------------------|--------------|-------------|--|
| Dated Date | 12/01/2031 | | |
| Delivery Date | 12/01/2031 | | |
| First Coupon | 12/15/2031 | | |
| Par Amount | 7,659,000.00 | | |
| Original Issue Discount | | | |
| Production | 7,659,000.00 | 100.000000% | |
| Underwriter's Discount | -229,770.00 | -3.000000% | |
| Purchase Price | 7,429,230.00 | 97.000000% | |
| Accrued Interest | | | |
| Net Proceeds | 7,429,230.00 | | |



CALL PROVISIONS

BROOMFIELD TOWN SQUARE DISTRICTS (MD#1 & BID)
BROOMFIELD COUNTY, COLORADO
SUBORDINATE BONDS, SERIES 2031B
Combined District Revenues
SERVICE PLAN: Non-Rated, Cash-Flow Bonds, Annual Pay, 12/15/2061 (Stated) Maturity

Call Table: CALL

| <u>Call Date</u> | <u>Call Price</u> |
|------------------|-------------------|
| 12/01/2036 | 103.00 |
| 12/01/2037 | 102.00 |
| 12/01/2038 | 101.00 |
| 12/01/2039 | 100.00 |

CITY AND COUNTY OF BROOMFIELD, COLORADO

PETITION

FOR THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS IMPROVEMENT DISTRICT

TO THE HONORABLE COUNCILORS OF THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

Pursuant to Part 12, Article 25, Title 31, of the Colorado Revised Statutes (“**C.R.S.**”), the undersigned, who are the owners of taxable real or personal property (collectively, the “**Petitioners**”) within the Service Area of the proposed Broomfield Town Square Business Improvement District (the “**BID**”) respectfully Petition the Town Council (“**Town Council**”) for the City and County of Broomfield, Colorado (the “**City**”) for the organization of the BID. In support of this Petition, Petitioners state as follows:

1. The name of the proposed BID is “Broomfield Town Square Business Improvement District,” which is located in the City.

2. A legal description of the proposed BID’s boundaries is set forth in **Exhibit A**, attached to and incorporated into this Petition by this reference. A map of the proposed BID’s boundaries and Service Area is set forth in **Exhibit B**, attached to and incorporated into this Petition by this reference.

(a) The BID’s Service Area shall be the commercial property within the boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed Service Area includes property that the Petitioners request the City, following notice and a public hearing, designate for new business or commercial development.

(b) None of the taxable real or personal property to be included in the boundaries of the BID is classified for property tax purposes as either residential or agricultural. No property to be included into the boundaries of the BID is within another business improvement district authorized under Title 31, C.R.S.

(c) Pursuant to Section 31-25-1220, C.R.S., the BID shall be entitled to expand its boundaries.

3. The BID shall be authorized to undertake and provide services related to the acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including any “Improvements,” as defined in Section 31-12-1203(15), C.R.S., and the

BID shall be authorized to exercise all powers as set forth in Section 31-12-1212, C.R.S., except as otherwise limited in any operating plan approved by the City.

4. The names of three (3) persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the BID are:

- (a) Tim Fredregill;
- (b) Joseph Vostrejs; and
- (c) Patricia McHenry.

5. Pursuant to Section 31-25-1205(2), C.R.S, this Petition is signed by persons who own real or personal property in the Service Area of the BID having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the Service Area of the BID; and who own at least fifty percent (50%) of the acreage within the boundaries of the BID.

6. Pursuant to Section 31-25-1205(3), C.R.S., this Petition is accompanied by a Bond, attached to and incorporated into this Petition by this reference as **Exhibit C**, with security approved by the City or a cash deposit sufficient to cover all expenses in connection with the proceedings in case the organization of the BID is not effected. If at any time during the organization proceedings the City determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the Petition may be dismissed.

7. Pursuant to Section 31-25-1209(1), C.R.S, the City may provide by ordinance for a Board of Directors of the BID consisting of five (5) members. The five-member Board of Directors of the proposed BID will be appointed by the Mayor/City Council and will serve at the pleasure of the City. Petitioners request that the City pass such an ordinance and that the initial Board of Directors be the following electors of the BID:

- (a) Tim Fredregill;
- (b) Patricia McHenry;
- (c) Joseph Vostrejs;
- (d) Rod Wagner; and
- (e) Bryon White.

Each member shall fulfill all statutory requirements prior to undertaking official duties.

8. Pursuant to Section 31-25-1213, C.R.S., Board of Directors of the BID shall have the power to issue indebtedness, and to levy and collect *ad valorem* taxes on and against all taxable commercial property within the boundaries of the BID in an amount authorized by election and allowed by the operating plan and budget to be approved by the City. The Board of Directors of the BID shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the County Board of County Commissioners as appropriate.

9. The Board of Directors of the BID shall have all other powers as may be necessary, convenient, and authorized by statute and as set forth in the operating plan and budget of the BID. Given the date of this Petition, the 2025 and 2026 Operating Plan and Budget shall apply to the BID's activities for the remainder of 2025 and for 2026. If the BID amends the 2025 and 2026 Operating Plan or either the 2025 Budget or 2026 Budget after City approval, the amendment must be approved by the City Council in substantially the same manner as the process for formulating the operating plan and budget for each year. Beginning on September 30, 2026 (for use in 2027), an annual Operating Plan and Budget will be submitted to the City Council on or before September 30th of each year, as provided in Section 31-25-1211, C.R.S.

10. Petitioners respectfully request the City to organize the proposed BID.

WHEREFORE, the undersigned Petitioners respectfully request the Honorable Councilors of the City Council of the City and County of Broomfield to:

A. Organize the Broomfield Town Square Business Improvement District in accordance with Part 12, Article 25, Title 31, C.R.S., and other applicable statutes and laws of the State of Colorado; and

B. Take all steps and procedures required by law for the organization of the BID, including adoption of an Ordinance declaring the BID organized.

DATED: _____, 2025.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WARNING:

IT IS AGAINST THE LAW:

FOR ANYONE TO SIGN THIS PETITION WITH ANY NAME OTHER THAN ONE'S OWN OR TO KNOWINGLY SIGN ONE'S NAME MORE THAN ONCE FOR THE SAME MEASURE OR TO KNOWINGLY SIGN THE PETITION WHEN NOT ELIGIBLE TO DO SO.

DO NOT SIGN THIS PETITION UNLESS YOU ARE A PERSON WHO OWNS REAL OR PERSONAL PROPERTY IN THE SERVICE AREA OF THE PROPOSED BUSINESS IMPROVEMENT DISTRICT.

DO NOT SIGN THIS PETITION UNLESS YOU HAVE READ, OR HAVE HAD READ TO YOU, THE PETITION IN ITS ENTIRETY AND UNDERSTAND ITS MEANING.

By signing this petition, I hereby certify that I, or the entity for which I have authority to sign, own(s) real or personal property within the proposed business improvement district:

NAME

ADDRESS
(Street, Number, City and
Zip Code)

1.

Print Name

Signature

2.

Print Name

Signature

3. _____
Print Name _____
Signature _____

4. _____
Print Name _____
Signature _____

5. _____
Print Name _____
Signature _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

AFFIDAVIT

I, _____, being first duly sworn on oath, depose and state that:

1. That I was a resident of the State of Colorado, a citizen of the United States, and at least eighteen (18) years of age at the time I circulated the Petition for Organization (the “**Petition**”) of the proposed Broomfield Town Square Business Improvement District (the “**BID**”);

2. Each signature on the Petition was affixed in my presence, and that each signature thereon is the true, genuine, and correct signature of the person it purports to be;

3. To the best of my knowledge and belief, each of the persons signing the Petition was, at the time of signing, an owner, or an authorized signatory on behalf of an entity that owns, taxable real or personal property within the boundaries of the BID;

4. I have not paid and will not in the future pay, and to the best of my knowledge and belief, no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signatory of the Petition for the purpose of inducing or causing the signatory to sign the Petition.

5. I am one of the Petitioners named in the foregoing Petition; that I have read said Petition and know the contents thereof; and that the same is true to the best of my knowledge, information, and belief.

Affiant

Address

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

LOT 2, BROOMFIELD TOWN SQUARE, FILING NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 2022 UNDER RECEPTION NO. 20220131184, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

EXHIBIT B

Map of the Boundaries and Service Area of the BID

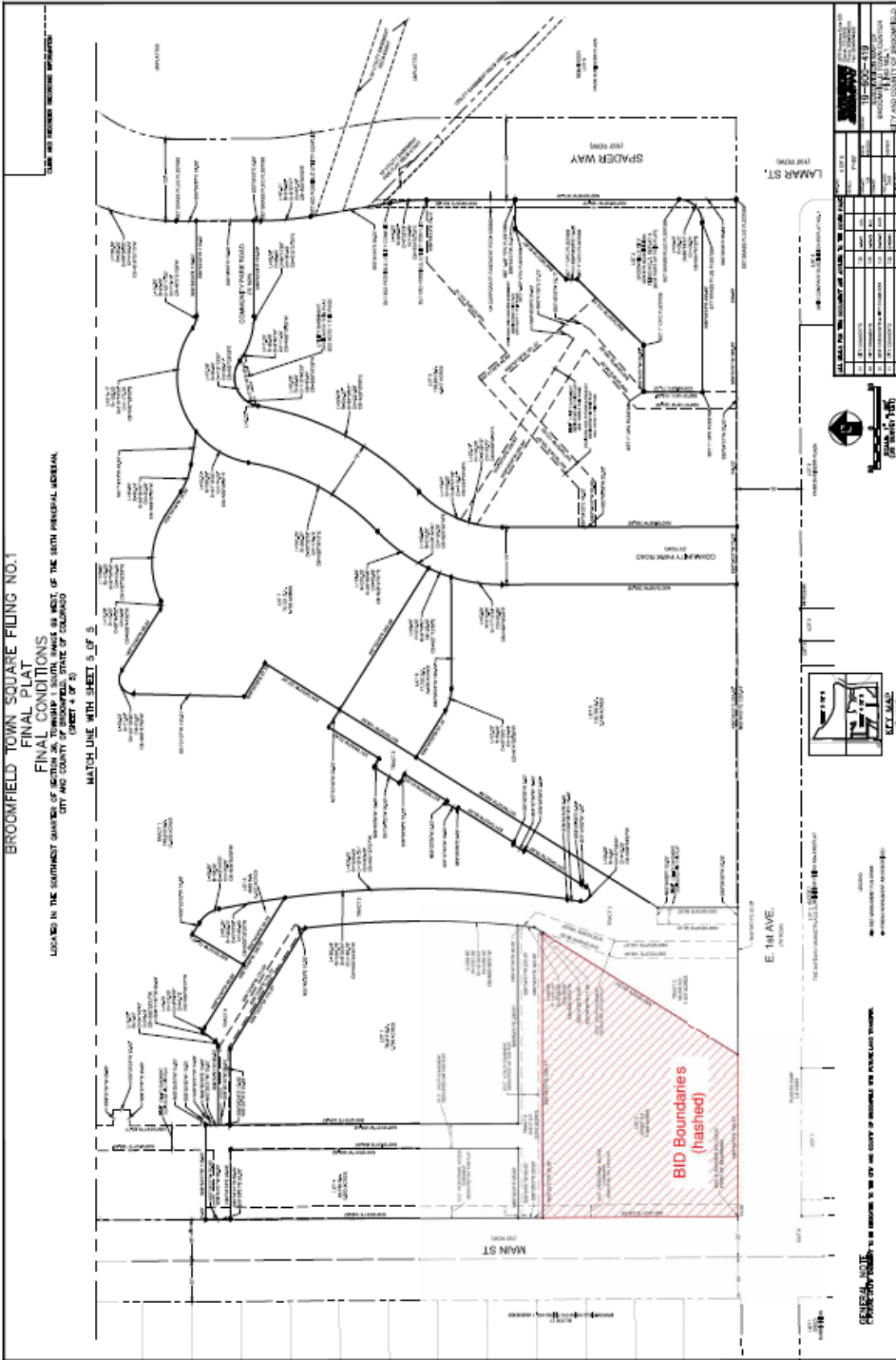


EXHIBIT C

Bond for Organization of the BID

CITY AND COUNTY OF BROOMFIELD, COLORADO

BOND

**IN RE THE ORGANIZATION OF THE BROOMFIELD TOWN SQUARE BUSINESS
IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Pursuant to Section 31-25-1205, C.R.S., the undersigned, on behalf of Petitioners, agrees to pay all expenses connected with these proceedings in the event the organization of Broomfield Town Square Business Improvement District is not effected.

DATED: February ____, 2025.

Subscribed and sworn to before me by _____ on this ____ day of February, 2025.

Witness my hand and official seal.

My commission expires: _____

Notary Public



B. Proposed Resolution for 2025 Waterline Replacement Construction Contract Award

| Meeting | Agenda Group |
|---|------------------------|
| Tuesday, February 25, 2025, 6:00 PM | Action Items Item: 7B. |
| Presented By | |
| Ken Rutt, Director of Public Works | |
| Community Goals | |
| <input checked="" type="checkbox"/> Financial Sustainability and Resilience | |

Overview

[View Correspondence](#)

[View Presentation](#)

Water distribution systems are large complex networks that represent the vast majority of the physical infrastructure for water systems and serve as the final barrier against contamination from external or internal sources such as microbial growth or corrosion within the system. Key reasons for replacing water distribution lines include: Deterioration and aging pipes, water quality issues, pressure fluctuations, cost effectiveness, and public health protection. The 2025 Waterline Replacement Project includes three main areas: Westlake Community, 136th Avenue, and Lowell Blvd. & W 136th Avenue PRV. If Proposed Resolution No. 2025-05 is approved, construction would begin in late spring or early summer 2025 depending on the contractor's availability as included in the bid documents and weather conditions.

Attachments

[Memo for 2025 Waterline Replacement Construction Contract Award.pdf](#)

[Resolution No. 2025-05.pdf](#)

[2025 Waterline Replacement Construction Agreement with Diamond Contraction Corp updated.pdf](#)

Summary

[View Correspondence](#)

[View Presentation](#)

Overview

Water distribution systems are large complex networks that represent the vast majority of the physical infrastructure for water systems and serve as the final barrier against contamination from external or internal sources such as microbial growth or corrosion within the system.

Municipal Water Distribution Systems have several essential components to include:

- Pipes - Broomfield currently maintains 447 miles of transmission mains (larger lines) and distribution mains (smaller lines) ranging from 36-inch diameter to 8-inch diameter to bring treated water from the Water Treatment Facility to the consumers.
- Storage tanks - help to ensure water is available to meet peak demands and maintain pressure during fluctuations in usage.
- Pressure Reducing Valves (PRVs)- Broomfield maintains 81 PRVs and has 18 pressure zones. Pressure monitoring and management are integral to proper drinking water distribution system operations to include both minimum and maximum pressures under varying demand conditions. The key functions of the PRVs are to lower water pressure from the main lines, ensuring a consistent and safe water pressure for homes and businesses, preventing leaks by regulating the pressure to a safe level, protecting plumbing fixtures and appliances, and conserving water by reducing unnecessary flow rates.
- Valves - Broomfield maintains 14,869 valves. These valves are used to control the flow of water and isolate sections of water distribution pipes for maintenance or repairs.
- Pumps - Due to the elevation difference throughout Broomfield, Broomfield has five water pump (booster) stations and 23 pumps to provide the necessary pressure to move water through the system between elevated areas.
- Water meters - Broomfield has 22,943 active meters used to measure the usage of water and ensure accurate billing of usage by each consumer.
- Service connections - are the connection between the main distribution line to each individual home, building, and user.
- Fire hydrants - Broomfield maintains 4,415 fire hydrants that provide access points for firefighting purposes.

Together the system delivers high-quality treated water from the Water Treatment Facility to Broomfield consumers with adequate pressure and flow rate.

Key reasons for replacing water distribution lines include:

- Deterioration and Aging - over time pipes can corrode, crack and weaken due to exposure to elements like water pressure, ground movement, freezing and thawing cycles that lead to leaks and breaks.
- Water Quality Issues - damaged pipes can introduce contaminants like bacteria, sediment and other particles into the drinking water supplied to consumers.
- Pressure Fluctuations - deteriorating pipes can cause inconsistent water pressure, impacting water flow and fire safety. Sudden starting or stopping of a pump, closing or opening a hydrant too quickly or sudden starting and stopping of water usage by a large customer also known as water hammer. For

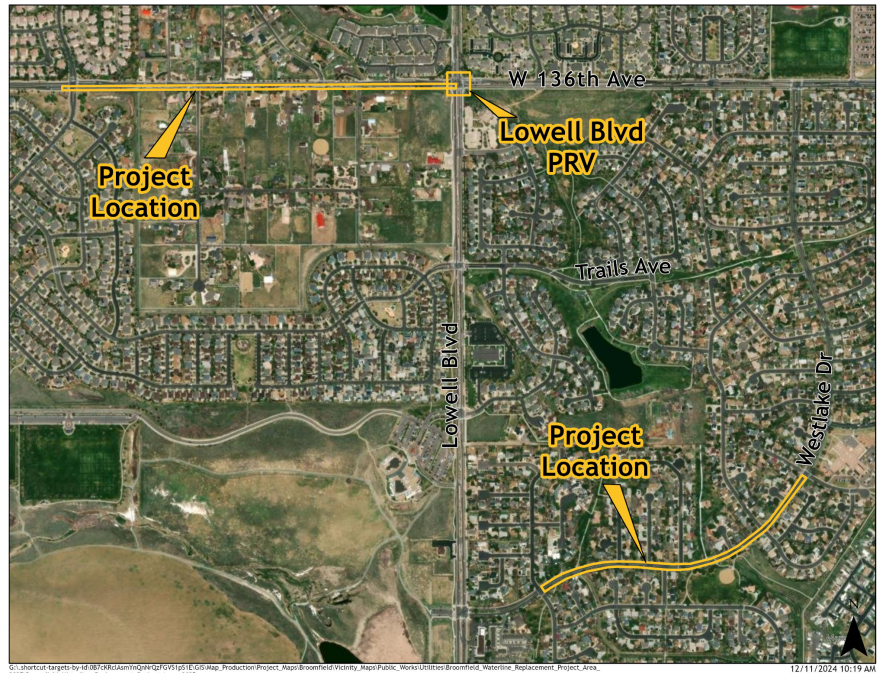
every 1 ft per second in flow velocity change, the pressure within a water pipe can change by 43.3 psi.

- Cost Effectiveness - reducing emergency repairs and water loss due to leaks. Ensures a consistent supply of clean drinking water and minimizes disruptions to the consumer and operations of the water system.
- Public Health Protection - maintaining a reliable and clean water distribution system is crucial for safeguarding public health.

Project

The 2025 Waterline Replacement Project includes three main areas.

1. Westlake Community - Replace the existing 12-inch waterline with a new 12-inch waterline in Westlake Drive from S Princess Circle to Grove Way/W 134th Place. The total length of the waterline to be replaced is approximately 4,900 feet. Additionally, three irrigation service taps, two fire hydrants and 22 mainline valves will be replaced to ensure proper functionality and maintenance capabilities for the new waterline infrastructure. The 12" waterline replacement is necessary due to a history of frequent water breaks and the failure of existing valves, which have proven inadequate for proper isolation. The current pipe and valves are original, dating back to 1974, and are approximately 50 years old, which has contributed to their diminished reliability. The existing line is sized appropriately and was confirmed by Broomfield's existing water model.



2. 136th Avenue - Rehabilitate the existing 20-inch waterline in 136th Avenue with 3,720 feet of 16-inch line from Red Deer Trail to Lowell Blvd. Staff worked with the engineering team who maintains Broomfield's water model to determine the appropriate size that would allow for a technique known as pipe bursting without diminishing the volume or water pressure in the vicinity. This technique allows the contractor to pull a new smaller-sized diameter pipe through the existing line. Due to the multiple underground infrastructures in 136th Avenue and the narrow/limited right of way through the Sunnyslope neighborhood, pipe bursting will minimize the impact to the road, reduce the overall work schedule in the area and reduce overall cost of the project.
3. Lowell Blvd and W. 136th Avenue PRV - This project involves the rehabilitation of an existing PRV that has become obsolete due to failures and age. The current PRV, which is over 50 years old, is no longer supported with available replacement parts and has experienced multiple failures over time. As a result, the system needs to be upgraded to ensure continued functionality, reliability, and compliance with current standards.

An outside geotechnical testing firm will be contracted to complete geotechnical observations, inspections, and testing as required by Broomfield's Standards and Specifications. Construction will be overseen by Broomfield Utilities staff.

These waterline replacements are the highest priority for replacement due to age, multiple water breaks, and effects on the distribution system in the event of a failure.

Bidding Process

The bid documents were published on September 30, 2024, and provided to the seven prequalified utility contractors specializing in water utility projects. A pre-bid project meeting was held on October 8, 2024, and was attended by four firms. Two bids were received by the deadline on November 7, 2024. Two of the firms who attended the pre bid meeting elected not to submit a bid due to workload and unavailability of crews.

The lowest bid was submitted by Diamond Contracting Corporation (Diamond) in the amount of \$2,972,331.

In an effort to efficiently use the available funds, the low-bid contractor extended the original unit pricing in the bid to add the 132nd Court to Grove Way/W 134th Place in the amount of \$788,318.

The budget available for the 2025 Waterline Project is \$4,100,000.

Proposed resolution No 2025-05 would approve a construction agreement with Diamond Contracting Corporation in the amount of \$3,760,655 for the 2025 Waterline Replacement Project and authorize the City and County Manager or a designee to approve change orders in an aggregate amount not to exceed \$299,345 for a total of \$4,060,000.

The remaining \$40,000 is set aside for Geotechnical Inspections, Testing.

If the agreement is approved, construction would begin in late spring or early summer 2025 depending on the contractor's availability as included in the bid documents and weather conditions. Construction is expected to be completed for both by fall 2025 with contract time of 160 calendar days. If the construction agreement is approved, the contractor will begin procurement of materials and an exact start date will be determined.

Public Notice

- Postcard Notification - Residents will be notified of the upcoming construction two weeks prior to construction starting with postcard notifications to residents within 1000 ft of the project area.
- Variable Message Boards - Variable message boards (VMB) will be placed in the vicinity of the project at least 1 week prior to the start of the project.
- Webpage - The 2025 Waterline Project will be available as part of Broomfield's Current CIP Projects page.

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

Financial Considerations

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

| Sources and Uses of Funds | Amount |
|--|--------------|
| Fund 1 (20P0030, 40-70531-552000) Waterline Replacement
136th Ave and Lowell Blvd - | \$1,800,000 |
| Fund 2 (0AZ001, 40-70531-552000) Waterline Replacements and
Extensions (Westlake Drive) | \$2,300,000 |
| | |
| Proposed Agreement with Diamond Contracting Corporation | -\$3,760,655 |
| Construction Contingency (8%) | -\$299,345 |
| Geotechnical Inspections, Testing, etc | -\$40,000 |
| Projected Balance | \$0 |

Prior Council or Other Entity Actions

Council authorized funds in the [2025 Budget](#) for the annual waterline replacement program.

Boards and Commissions Prior Actions and Recommendations

N/A

Proposed Actions / Recommendations

If Council desires to proceed with the project and approve the contract, the appropriate motion is...
That Resolution 2025-05 be adopted.

Alternatives

Do not approve the contract, which would delay the needed work on the waterlines. Not approving the contract is not recommended by staff as these waterline replacements are the highest priority for replacement due to age, multiple water breaks, and effects on the distribution system in the event of a failure.

RESOLUTION NO. 2025-05

A resolution approving the Construction Agreement by and between Broomfield and Diamond Contracting Corp, for the 2025 Waterline Replacement 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 Diamond Contracting Corp, in the amount of \$3,760,655 for construction services for the 2025 Waterline Replacement Project is approved.

Section 2.

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

Section 3.

The City and County Manager or a designee thereof is authorized to approve change orders in an aggregate amount not to exceed \$299,345.

Section 4.

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

Approved on February 25, 2025

The City and County of Broomfield, Colorado

Mayor

Attest:

Office of the City and County Clerk

Approved as to form:

NCR

City and County Attorney

A CONSTRUCTION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD
AND DIAMOND CONTRACTION CORP FOR THE 2025 WATERLINE REPLACEMENT PROJECT

1. PARTIES. The parties to this Construction Agreement (this “Agreement”) are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and Diamond Contracting Corp (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.
 - 2.1. The City, seeking construction services for the 2025 Waterline Replacement Project completed a competitive selection process by Invitation to Bid (ITB) issued on September 30, 2024.
 - 2.2. The Contractor’s response to the above referenced ITB 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 this Agreement for completion of the services further described herein.
3. TERMS AND CONDITIONS. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
 - 3.1. Work. The Contractor agrees to furnish all necessary labor, materials, equipment, tools, and services necessary to perform in a workmanlike manner the work (hereinafter “Work”) described in the Scope of Work attached hereto as Exhibit A and incorporated by this reference.
 - 3.2. Contract Documents. The Contract Documents shall consist of the following:
 - 3.2.1. This Agreement; and
 - 3.2.2. The Scope of Work attached hereto as Exhibit A;
 - 3.2.3. The Contractor’s Cost Proposal dated November 7, 2024, attached hereto as Exhibit B; and
 - 3.2.4. The Invitation to Bid; and
 - 3.2.5. The Construction Plans for the 136th Ave Reuse Line Project; and
 - 3.2.6. The Insurance Requirements attached hereto as Exhibit C, all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto and shall form an integral part of this Contract. If there is any conflict between this Agreement and the other Contract Documents, this Agreement shall control.
 - 3.3. Access and Inspection. The City and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and

for inspection of the Work for the purpose of determining compliance with this Agreement and quality of workmanship and material. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The City Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing at no additional cost. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the City Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Agreement, including without limitation the cost to replace any materials, to re-perform or to reconstruct. The Contractor shall remove from the work site all work or materials rejected by the City for failure to comply with the Contract whether incorporated in the Work or not at no additional cost to the City.

- 3.4. Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the City may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.
- 3.5. Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on City property and adjacent property impacted by the Work shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the City within three (3) weeks of the notification of such damage, which may be extended with written approval of the City.
- 3.6. Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Unless otherwise provided in the Scope of Work, the Contractor shall be responsible for communicating and coordinating with utilities, as necessary. The Contractor shall cooperate with utilities and the City as provided in this Agreement and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not

make a claim for delay or additional compensation due to any relocation operations by a utility.

- 3.7. Documents on Site. The Contractor shall maintain at the site for the City one electronic or hard copy of all drawings, specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction. At the City's option, the referenced record drawings will be reviewed monthly by the City for acceptability. If, in the judgment of the City, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- 3.8. Differing Site Conditions. The Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site and review of the Contract Documents.
 - 3.8.1. Contractor shall give immediate written notice to the City Representative if it encounters a "Differing Site Condition," defined as either:
 - 3.8.1.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract Documents; or
 - 3.8.1.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Agreement.
 - 3.8.2. Contractor acknowledges that no request for a change order or modification in Contract Price resulting from a Differing Site Condition shall be allowed unless immediate written notice is provided and the conditions remain undisturbed until the City has the opportunity to investigate
4. Completion Date. Within ten (10) calendar days of receipt of executed Agreement, the Contractor shall provide the City acceptable bonds, if applicable, and certificates of insurance. A Notice to Proceed will be issued upon City approval of the bonding and insurance. The Contractor shall perform no Work until the City Representative issues a Notice to Proceed.

The Contractor shall begin the Work on or before the fifth (5th) calendar day after receipt of the Notice to Proceed. The Notice to Proceed will stipulate the date on which the contract time count commences (the "Start Date") which shall be no earlier

than March 1, 2025, and no later than May 31, 2025. The Contractor shall complete the Work and fulfill all of its other obligations within 160 (one hundred and sixty) 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 biweekly 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 \$3,760,655 (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 the CIP & Construction Superintendent as the authorized representative of the City under this Agreement. Email address is ralford@broomfield.org.

5.2 The Contractor designates Shane Hoerig as the authorized representative of the Contractor under this Agreement. Email address is shoerig.dcc@gmail.com.

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

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

11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

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

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

11.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.

11.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

11.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The

adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.

- 11.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 11.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 11.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

12. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
13. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$500 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 B. Current proof of such insurance is attached at Exhibit B, incorporated by this reference. However, proof of insurance attached as Exhibit B shall not be deemed to limit or define obligations of Contractor as provided elsewhere in this Agreement, and Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and Contractor in its performance hereunder.
19. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS. The Contractor shall not employ any subcontractors or consultants without the prior written approval of the City Representative. Prior to commencing any work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Agreement. The Contractor shall be responsible for coordination of the work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Agreement so far as are applicable. This

Agreement is voidable by the City if subcontracted by the Contractor without the express written consent of the City.

20. WARRANTY.

20.1. Warranty Period. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance with the provisions of this Agreement. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects. The Contractor shall guarantee the Work against defects in workmanship and materials for a period of 2 years, commencing on the date of final acceptance of the Work by the City Representative (the “Warranty Period”). The Contractor shall also assign to the City any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Warranty Period in accordance with this Agreement and without expense to the City. The time allowed for such corrective action shall be mutually agreed upon by the City and the Contractor. If the Contractor fails to proceed promptly in accordance with these guarantees, the City reserves the right to place the Contractor in default of its contractual obligations and may have the Work performed at the expense of the Contractor. This provision shall survive the completion of the Work and the termination of this Agreement. The above guarantee does not limit any claims that the City may otherwise have against the Contractor.

20.2. Warranty Verification. At least 60 calendar days prior to the expiration of the Warranty Period, the City Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Agreement and may submit a written list of any defects to the Contractor (the “Warranty Work”). In the event the City chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the City within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the City Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the City Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall

not be deemed to confer any rights on any person or entity not named as a party hereto.

22. FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the Contractor. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement as determined by the City, this Agreement may be terminated by the City upon written notice to the Contractor. The City's fiscal year is currently the calendar year.
23. EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.
24. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor timesheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the City notwithstanding any signatures on such form by a City employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Agreement.
25. SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.
26. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.
27. MINOR CHANGES. The Parties executing this Agreement are authorized to make nonsubstantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.
28. DOCUMENTS. All drawings, analyses, plans, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

29. RECORDS RETENTION. The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the City upon reasonable notice.
30. OFFICIALS NOT TO BENEFIT. No elected or employed member of City government shall directly or indirectly be paid or receive any share or part of this Agreement or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement.
31. SALES TAX EXEMPTION. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.
32. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
33. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.
34. DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.
35. NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.
36. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

37. WAIVER OF BREACH. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
38. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Any claims or litigation arising under this Agreement will be brought by the Parties solely in the District Court, Broomfield County, Colorado.
39. LAWS TO BE OBSERVED. The Contractor shall be cognizant of all federal and state laws and local ordinances and regulations that in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by itself, its subcontractors, agents or employees. The Contractor shall procure all necessary approvals, licenses and permits at its own expense; provided, that, the Contractor will be able to receive no cost permits when such permits are issued by the City directly.
40. TERMINATION. The City reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the City under this Agreement after the date of receipt of the notice of termination, unless otherwise specified by the City. The City shall pay the Contractor for all work satisfactorily performed prior to receipt of the notice of termination and for other services required by the City to be completed prior to termination and satisfactorily performed.
41. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification provision, shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
42. DIGITAL ACCESSIBILITY STANDARDS. In 2021, the State of Colorado adopted HB21-1110 relating to the digital accessibility standards required to be implemented under the Colorado Anti-Discrimination Act which makes it unlawful to discriminate against individuals with a disability. In order to comply with the law on or before July 1, 2024, the Contractor shall ensure that all digital deliverables and digital technology provided pursuant to the terms of this Agreement shall comply with at least the Web Content

Accessibility Guidelines (WCAG) 2.1 Level AA, or such updated standard as the Colorado Governor's Office of Information Technology may adopt from time-to-time.

43. EXECUTION; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable.

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

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

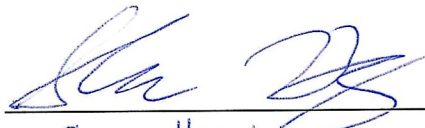
THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

City and County Manager
One DesCombes Drive
Broomfield, CO 80020

APPROVED AS TO FORM:

City and County Attorney's Office

Diamond Contracting Corp

By:  _____

Name: Shane Hoerig

Address: 18300 HWY 72, Arvuda, CO 80007

EXHIBIT A SCOPE OF WORK

Contract Documents
Waterline Replacement 2025

Project Number
0AZ0001 & 20P0030

Scope of Work and Specifications

The Work is described in the Specifications and elsewhere in the Contract Documents. It includes, but is not limited to installation of 12 and 8 inch waterline and associated apparatus, service tie-ins, waterline abandonment, testing, fire hydrants, site restoration (paving, landscaping, etc.), design assistance, sliplining of an existing 20 inch waterline with a 16 inch fusible PVC line and rehabilitation of an existing Pressure Regulating Vault (PRV).

The Work includes the following streets:

| Street | From | To | Linear Feet |
|-------------------------|-------------------|--------------|-------------|
| Westlake Drive | S Princess Circle | W 132nd Ct | 2800 |
| Front-Range-MHP | S-Princess-Circle | MHP | 350 |
| Front-Range Supply-Line | Westlake-Drive | MHP | 1200 |
| W. 136th Ave | Red Deer Trail | Lowell Blvd | 3072 |
| Lowell Blvd PRV | Lowell Blvd | W. 136th Ave | NA |

The Work shall conform to the City and County of Broomfield Standards and Specifications, and the American Water Works Association (AWWA) standards.

1.02 Existing Utilities

All sewers, waterlines, gas mains, telephone conduits, electrical cables, and other underground structures shall be located by the Contractor. The Contractor shall, ahead of excavation, locate all underground utilities and structures so that they will not be accidentally cut by construction operations.

THE CONTRACTOR SHALL CONTACT UTILITY NOTIFICATION CENTER OF COLORADO 811 FOR UTILITY LOCATES PRIOR TO ANY CONSTRUCTION.

The connection to the existing water mains and the related interruption of service shall be performed in compliance with established protocols. Where the protocol has not been established due to unknown

conditions or circumstances, the CONTRACTOR shall provide a written protocol to Broomfield for approval prior to any planned disruption of service.

1.03 Project Bids

It is the intent of the Project to award a single contract for all schedules. However, the City & County of Broomfield reserves the right to not award any of the schedules or to eliminate schedules due to funding or other limitations. The City & County of Broomfield reserves the right to award multiple contracts for scheduling considerations.

1.04 Project Schedule

The contract time is 160 calendar days for all work. The work must start no later than May 31, 2025.

An elementary school (Centennial Elementary) is located on Westlake Drive north of the project limits and coordination of work in this area must be considered.

PART 2 - SPECIAL CONDITIONS

2.01 Coordination with the Public

1. Advance Notice - Two (2) weeks prior to work commencing in an area the Contractor will provide the following:

a. Variable Message Boards installed and operational in the vicinity of the project. Broomfield will provide mailings to residents one (1) week prior to the start date.

B. 48 hours prior to service interruption the contractor shall provide door hangers which describes the future work and the anticipated date and length of time for the service disruption.

2. Controls of Work

a. The Contractor will enter a work area with the minimum of disruption to the local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours, material storage locations, and advance traffic control.

b. The Contractor will be allowed only two disruptions of each resident's water service, for a maximum of 4 hours, and two disruptions of access to residents' driveways for a maximum of 8 hours unless approved by the City Project Manager. Resident's driveways shall be accessible daily between 5:00 p.m. and 7:30 a.m.

c. The Contract has a Waterline Field Design Assist pay item that will be reduced for each violation or failure to provide the required advance notice, failure to meet published schedules, failure to maintain a clean construction area, and substantive violation of Contractor's conduct.

d. The Contract will have a trench maintenance bid item used to maintain trenches during construction until the final asphalt and cleanup has been completed. At no time will construction be allowed to progress more than 1,600 feet of trench without the permanent asphalt surfacing unless approved by the Project Manager. **Trenches are to be paved every Friday unless approved by the Project Manager.** The project intent is to pave trenches as quickly as possible after completed installations and. Contractor may be allowed to install additional waterline lengths while testing and installing services on the prior section or to complete an entire street section.

e. The CONTRACTOR shall construct and maintain an all-weather access to adjoining properties during construction. The CONTRACTOR is responsible for continuous maintenance of the access routes under all weather conditions through completion of construction. The CONTRACTOR shall respond immediately to any request for maintenance or repairs to the access routes. No claims for extra cost associated with maintenance of access roads/walkway will be given.

f. Application of water and dust palliatives shall comply with Section 209 of the Colorado Department of Transportation Standard Specification for Road and Bridge Construction, latest edition. Broomfield shall approve the application and quantity of water and dust palliatives in advance.

g. CONTRACTOR must obtain their own water meter/backflow preventer. The CONTRACTOR will not be charged for use of the water.

h. The CONTRACTOR is required to provide access to the residences at all times during construction. The CONTRACTOR shall take care when/if sidewalk replacements are necessary and adjacent to residential landscaping. Pedestrian traffic control will be required. The CONTRACTOR shall not take breaks on private property and shall not dispose of trash on the project site, except for in appropriate trash receptacles that the CONTRACTOR has provided. Portable toilet facilities shall be provided by the CONTRACTOR for use by the CONTRACTOR'S employees.

2.02 Order of Construction

Broomfield and Contractor will develop a construction sequence at a preconstruction meeting. The purpose of the sequence will be to limit the amount of time customers are without water. Broomfield reserves the right to direct the Contractors sequencing at any time during construction.

Any changes in the sequence of construction must be submitted to the City's Project Manager for approval prior to start of work.

The City will present a brief discussion of proposed construction sequencing during the construction prebid conference.

Weekly project coordination meetings with Broomfield shall be required.

2.03 Traffic Control

The provisions of this paragraph are in addition to and do not restrict the provisions of the Standards and Specifications.

Traffic shall be directed through the project with signs, barricades, and flaggers, as necessary, to protect the work and for the safety of the public. Traffic control shall be accomplished in accordance with the general conditions and the Manual of Uniform Traffic Control Devices. Access to driveways should be maintained. The Contractor is responsible for providing all traffic control devices. Traffic control plan shall be submitted to and approved by the City Traffic Engineer for each location prior to commencement of work. The Contractor shall be familiar with and comply with the Broomfield Truck Routing Requirements. Traffic control plans shall be required for all work.

Traffic control plans shall be submitted to the traffic engineer for approval prior to the implementation of any traffic control plan. Street closures for work must be approved by the traffic engineer prior to implementation. Allow a minimum of 2 weeks for Broomfield review.

The residential streets may be closed to limit traffic to "Local Traffic only". All other work must remain open to traffic.

2.04 Work Hours

Work on the project will be done between the hours of 7:00 a.m. and 5:00 p.m. No work will be done on weekends or holidays unless authorized by Broomfield (permit required). Connections to the existing system may require nighttime connections to the existing system.

2.05 Construction Requirements

All work will conform to applicable portions of the City and County of Broomfield Standards and Specifications, and the AWWA specifications for the installation of PVC waterlines, and to the pipe manufacturer's installation instructions.

2.06 Alignment and Grade

New waterlines will be installed parallel to existing waterlines. A minimum three-foot horizontal separation will be maintained between the centerline of the new and existing waterline pipe unless shown otherwise on the construction drawings. The existing waterlines vary in depth from 4.5 to 5 feet unless there are other utility conflicts. The new waterline shall be installed 5.5 feet in depth to allow crossing the existing line during construction unless determined otherwise during design. The asphalt shall be cut so that the edges are straight. Elevations shown are based on approximate relative elevations. Actual benchmark elevations are available from the City & County of Broomfield.

2.07 Protection of Underground Utilities

Existing gas main services are located throughout each alignment. However, they should not interfere with construction of the waterline. Gas services will intersect the waterline in some locations. The Contractor shall be responsible for all utility locates and repair of any damaged services. See City of Broomfield Standard Specifications for further information.

2.08 Removal of Abandoned Valve Boxes

After the new waterline is in service, the Contractor shall remove all abandoned valve boxes to a depth of 3 feet below the grade and fill the excavation with compacted sand.

2.09 City and County of Broomfield Standards and Specifications, latest edition

All construction materials and methods shall meet the requirements of the City and County of Broomfield Standards and Specifications, latest edition. Additional supplemental specifications are included in Part 3 of these specifications.

2.10 Dust Control and Mud on the Street

The Contractor shall make every effort to control dust resulting from the Work. This shall include sweeping and wetting the surface areas when necessary or as directed by the City Project Manager. Mud on the street shall be removed daily.

Throughout all phases of construction, including suspension of work, and until the final cleanup, the Contractor shall abate mud and dust daily by wet mechanical sweeping, flushing with a fire hose, scraping mud off paved surfaces, removing excess mud from trenches and replacing with base course, etc. This work shall be continuous if required by the City. Loose rock scattered beyond the trench limits shall be swept, picked up and removed from the site. The City Engineer reserves the right to direct cleanup operations to begin at any time.

2.11 Contractor's Conduct

The City, for the benefit of its citizens, is contracting the Work. The conduct of the Contractor and his dealings with the public are of importance to the City. The Contractor and his employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct his work in such a manner as to cause the least inconvenience to local residents and the public.

The City Project Manager will demand dismissal of workers in accordance with the General Conditions for, but not limited to, the following:

1. Being discourteous or disrespectful to local residents or the public.
2. Abuse or taunting of pets.
3. Disposing of rubbish in locations other than approved receptacles.
4. Use of vulgar, abusive, or harassing language or gestures.
5. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
6. Elimination of body waste in locations other than approved sanitation facilities.
7. Damage or defacement of private property outside of street easement and not necessary for the completion of the Work.
8. Trespassing on private property.
9. Use of water from private residences without permission from the resident.

2.12 Misc.

1. Any change in condition or potential change order shall be given to the Broomfield's project manager, in writing, and agreed upon prior to work commencing.
2. Warranty is two (2) years after Final Acceptance per the Broomfield's standards and specifications.
3. Before Final Acceptance, CONTRACTOR shall supply the OWNER with as-built drawings. As-built drawings are to be updated daily and reviewed weekly throughout the length of the project and to be made available to the OWNER upon request. The OWNER shall not approve any pay requests if the as-built drawings are not maintained or are incorrect. Final payment will not be issued until the as-built drawings are accepted by the Broomfield.
4. All compaction (subgrade) and concrete or material testing is the responsibility of Broomfield. A geotechnical company will be hired to perform testing on subgrade, asphalt, and concrete. CONTRACTOR shall be required to schedule all tests as required directly with the geotechnical company. A minimum of 48 hours notice is required to schedule testing for the project. Any costs incurred by the CITY due to lack of proper scheduling or multiple failing tests will be the responsibility of the CONTRACTOR and shall be back charged to the CONTRACTOR.
5. Compaction testing will be per Broomfield specifications. Coordination of the testing will be the contractor's responsibility. The contractor will be responsible for the cost of failed tests, retests and charges due to improper scheduling.
6. CONTRACTOR shall apply for and obtain an NPDES permit prior to start of work.
7. CONTRACTOR shall apply for, obtain and maintain record keeping for a Stormwater Management Plan (SWMP). A SWMP will be required as the project site is greater than 1 acre.
8. The contractor is responsible for all necessary survey work.
9. These streets will be receiving a seal coat in late summer. All of the asphalt patching must be completed using a T-patch. Please note the minimum patch thickness. The final asphalt lift on the trench patch may be delayed however; the bottom asphalt lift must be completed every Friday with the exception of the first week of work. Service tap and tie-in locations maybe temporarily (skim) patched. A cutback is required on all sides and along the service connections.

2.13 Measurement and Payment

A. General

1. The total bid price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant equipment, and tools, and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered subsidiary obligations of the Contractor and all costs in connection therewith shall be included in the prices bid.
 2. Unit bid prices shall remain valid for the duration of the contract. Quantities may be adjusted without limit and without change in the unit bid prices.
 3. The CONTRACTOR is responsible for landscape restoration where the project impacts landscaped areas. CONTRACTOR shall take photographs of each property prior to starting the work so that there is documentation of the condition of the residential properties prior to commencement of work. A copy of the photographs shall be provided to the CITY prior to work commencing. Cost of landscape restoration shall be included within the bid prices.
- B. Estimated Quantities
1. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the work, and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work installed. The Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amount of work actually performed and materials actually furnished and installed.
 2. Except where otherwise specified, the unit or lump sum price for each item of work that involves excavation or trenching shall include all costs for such work. No direct payment shall be unclassified as to materials that may be encountered. In addition, trenches shall be unclassified as to depth.
- C. Measure and Payment Items (Unit Price)
1. Waterline 12-inch, 8-inch, and 4-inch C900/C909 Class 200 psi PVC Pipe & 18-inch, 8-inch, 6-inch DIP
 - a. The measurement and payment for pipe will be the actual linear feet of pipe installed, complete in place, and measured in the field.
 - b. The price bid shall include: furnishing, transporting, potholing existing utility crossings, and installing all pipe, including joint materials, excavation, disposal of surplus excavated material, backfilling, construction staking, trench dewatering, compaction, and pipe pressure and bacteria testing, providing temporary 2½-inch blowoffs for waterline testing, connection of all service taps, associated pavement removal, rotomilling no more than two streets at one time, pavement replacement within one week of final connection to existing system, care and diversion of drainage courses, granular bedding material, protection of existing utilities, traffic control, removal and replacement of asphalt and concrete pavement and curb and gutter, and repair of ditches as required; and all related materials, work and equipment required to complete and test the pipeline in accordance with the Contract Documents. Payment will be made based on 70 percent for the successful installation of the waterline including service connections, and 30 percent upon the replacement of asphalt. Pay Limit for asphalt replacement shall be for width of trench and asphalt at least 1-inch thicker than existing, with a minimum of 5 inches of full depth asphalt.

- The pipe shall be bedded as required by the City and County of Broomfield Standards and Specifications, 2007 Edition.
- c. C909 pipe will be allowed if it meets the 200 psi class. If C909 is used, all of the service taps must be saddle taps. Any additional costs will be the responsibility of the contractor. If C900 pipe is used, the service taps may be direct.
2. 12-inch, 8-inch, and 4-inch Gate Valve and Valve Box
- a. The measurement for payment of gate valve and valve box shall be based on each unit which includes the valve and valve box, complete in place, measured in the field.
- b. The price bid shall include: furnishing, transporting and installing the valve connecting to the pipeline including flanged joint accessories, excavation and backfill - including compaction as specified; extended operator on valve, and all other related and necessary materials, work and equipment required to install the 8-inch gate valve and valve box in accordance with the Contract Documents.
3. Service Connections
- a. Payment shall be based on each service connection transferred from the existing waterline to the new waterline measured in the field.
- b. The bid shall include locating the service, all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and installing each complete unit of the service connection, and any other items required for a successful installation. Service connections shall be saddled with Ford flair by C-C brass saddle.
4. Connection to the Existing System
- a. Payment shall be based on each connection to the existing system from the new waterline to the existing lateral waterlines measured in the field.
- b. The bid shall include locating the connection all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and installing each complete unit of the system connection, including solid sleeves, couplings, restraints, and any other items required for a successful installation.
5. New Fire Hydrant Installation
- a. Payment shall be based on new fire hydrant systems installed and measured in the field based on each.
- b. The bid price shall include: all excavation and backfill not paid for as trenching on the main waterline, furnishing, transporting, and installing each complete unit of fire hydrant, restraints, 6" gate valve, hydrant valve box, concrete thrust restraint, tracer wire and locate wire box, and any other items required for a successful installation. Fire Hydrant Assembly shall be a maximum of 5.5 feet deep with one additional extension stem. The extension from the main shall be horizontal a minimum of three (3) feet prior to entering the ninety (90) degree fitting.
- c. Existing fire hydrants that are to be removed shall remain in place and operational until the new fire hydrants are connected and operational. Removed hydrants accepted by Broomfield utility operations personal shall remain the property of Broomfield and be delivered to the Norm Smith Service Center. Rejected hydrants shall be the property of the Contractor and removed from the site.
6. Public Coordination Force Account
- a. Reduction of the Force Account will occur as violations occur. The Contractor shall be awarded the remainder of the Force Account upon completion of the project. If the

account is exhausted during the construction progress the remaining violations will be deducted from the bid schedule where the violation occurred.

b. Measurement shall be based on each violation occurrence as determined by the City Engineer. No other party shall have the option to determine the basis of a violation. The violations shall be deducted based on the following schedule:

| | |
|-----------------------|--|
| Violation 1 | Deduct \$100 |
| Violation 2 | Deduct \$250 |
| Violation 3 | Deduct \$500 |
| Additional Violations | Deduct \$500 per occurrence and stop work without affecting the construction schedule until the problem has been resolved. |

7. Trench Maintenance
 - a. Payment will be made as a prorated payment of the contract amount bid for trench maintenance and project clean up monthly. The percentage paid shall be equal to the percentage of the total pipe installed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required to prevent substantive calls from being registered with the City during the performance of work.
 - b. Measurement shall be completed by a minimum of weekly observations by the City Project Manager. The Contractor shall not leave any trench open overnight. Cold mix or base course trench surfacing shall be maintained free of surface ruts until permanently resurfaced. Cold mix, rotomillings, or base course shall be placed during backfill installation and shall remain in place until weather permits the installation of the hot plant asphalt.
8. Potholing to identify conflicts
 - a. Payment shall be based on each item based on the total number of potholes completed in the field as requested by or directed by the City. The City shall authorize these potholes.
 - b. The bid shall include locating the pothole all excavation and backfill not paid for as the trenching on the main waterline, furnishing, transporting, and performing each complete unit of the pothole and survey of the item potholed, and any other items required for a successful installation.
9. Select Fill
 - a. Payment shall be based on measured in place material installed in the field at the direction of the City.
 - b. The bid shall include cost to transport, install, compact, CDOT Class 6 roadbase. The material shall only be placed as directed by the City when requested by the contractor.
10. Waterline Design Force Account
 - a. Payment shall be based on each bid schedule for complete As-Built construction drawings furnished to the City. Payment based on the total of hourly rates used as directed by the City Project Manager or requested by the Contractor and approved by the City Project Manager. Initial design shall be paid out of the force account as per the bid schedule.
 - b. The bid shall include field locates of utilities prior to construction, means to communicate installation desires to the City Staff, Survey tied to the Broomfield GIS coordinates of the installation locating utility crossings, valve location and depth, fire hydrant location, service connections and any significant physical features. After

installation, the contractor shall provide to Broomfield daily and end of project redline "as-built" drawings. Digital information shall be provided in accordance with the City and County of Broomfield Standards and Specifications. The City will provide a base digital drawing showing an aerial of the street and profile grid.

11. Concrete

a. When concrete pans are damaged during construction, they shall be replaced at a minimum of half the width of the street, estimated as a minimum of twenty (20) feet, and follow Broomfield Standards and Specifications.

b. Measurement for all curb and gutter sections shall be made along the flowline of the curb section on a lineal foot basis to the nearest foot. For integral curb, gutter and sidewalk sections, the pay limits shall be six inches behind the flowline of the curb section.

c. Six-inch thick concrete sidewalks and/or driveways shall be measured on a square foot basis to the nearest square foot. Measurement of driveway replacement sections shall exclude any pay area for contiguous sections of curb and gutter.

d. Where concrete curb and gutter sections are designated for removal, subgrade stabilization of the pavement section shall extend under the curb and gutter section.

e. Measurement and payment for the curb ramps shall include all concrete from the PCR to PCR including curbs and gutter, cross pan and apron.

12. Misc.

a. In the event that repair work is required after the asphalt has been placed (i.e., valve box replacement), the new asphalt patch must be infrared at no additional costs to the CITY.

b. Manhole and valve box lid adjustments shall be incidental to the roadway work unless specifically noted.

c. A MJ cap or plug shall be used to cap or plug existing waterlines.

d. Stainless steel/core-blue bolts are required for the waterline fittings.

EXHIBIT B BID TABULATION

| 2025 Waterline Replacement Bid Tab | | | | | |
|------------------------------------|--|------|----|-------------|-------------|
| Insert Contractor Name Here | | | | | Date |
| Diamond Contracting Corp | | | | | 11/7/2024 |
| SCHEDULE A – Westlake Dr | | | | | |
| 1 | Waterline and Appurtenances | | | Unit Price | Extension |
| | 12-inch C900 200 psi | 2800 | LF | \$289.00 | \$809,200 |
| | 12-inch by 12-inch Swivel Cross W/megs & core blue bolts | 1 | EA | \$5,551.00 | \$5,551.00 |
| | 12-inch by 12-inch Swivel Tee W/megs & core blue bolts | 2 | EA | \$3,071.00 | \$6,142.00 |
| | 12-inch gate valve & valve box W/megs lugs & core blue bolts | 10 | EA | \$5,229.00 | \$52,290.00 |
| | 12-inch by 6-inch Swivel Tee W/megs & core blue bolts | 4 | EA | \$1,548.00 | \$6,192.00 |
| | 6-inch PVC bell restraints | 4 | EA | \$190.00 | \$760.00 |
| | 12-inch by 8-inch Swivel Tee W/megs & core blue bolts | 4 | EA | \$1,868.00 | \$7,472.00 |
| | 8-inch PVC bell restraints | 4 | EA | \$240.00 | \$960.00 |
| | 12-inch by 6-inch Reducer | 5 | EA | \$876.00 | \$4,380.00 |
| | 12-inch by 8-inch Reducer | 5 | EA | \$880.00 | \$4,400.00 |
| | 11 1/4 bend | 18 | EA | \$1,061.00 | \$19,098.00 |
| | 2-inch temporary blow off assemblies for water quality testing | 2 | EA | \$3,116.00 | \$6,232.00 |
| 2 | Connection to Existing System - Westlake Dr & S. Princess Cir. | 1 | EA | \$11,184.00 | \$11,184.00 |
| | includes items below | | | | |
| | 1-12-inch Swivel Tee W/mega lugs & core blue bolts | | | | |
| | 1-12 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-12-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-12-inch Plug W/megs & core blue bolts | | | | |
| | 1-12-inch Cap W/megs & core blue bolts | | | | |
| 3 | Connection to Existing System - Irving Ct. | 1 | EA | \$5,211.00 | \$5,211.00 |
| | 1-12 inch by 6 inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-6-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-6 inch Cap W/megs & core blue bolts | | | | |
| 4 | Connection to Existing System - Hazel Ct. | 1 | EA | \$5,211.00 | \$5,211.00 |
| | 1-12 inch by 6-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-6-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-6 inch Cap W/megs & core blue bolts | | | | |
| 5 | Connection to Existing System - King Cir. | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 6 | Connection to Existing System - Hazel Dr. | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 7 | Connection to Existing System - Grove Cir. | 1 | EA | \$5,211.00 | \$5,211.00 |
| | 1-12 inch by 6-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-6-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-6 inch Cap W/megs & core blue bolts | | | | |
| 8 | Connection to Existing System - Front Range MHP | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 9 | Connection to Existing System - Grove Way N. | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 10 | Connection to Existing System - Grove Way S. | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |

| | | | | | |
|---|---|----|----|--------------|---------------------|
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 11 | Connection to Existing System - W 133rd Cir. | 1 | EA | \$5,211.00 | \$5,211.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-6-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-6 inch Cap W/megs & core blue bolts | | | | |
| 12 | Connection to Existing System - W 132nd Ct. N. | 1 | EA | \$5,211.00 | \$5,211.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-6-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-6 inch Cap W/megs & core blue bolts | | | | |
| 13 | Connection to Existing System - 132nd Ct. S. | 1 | EA | \$6,303.00 | \$6,303.00 |
| | 1-12 inch by 8-inch reducer W/mega lugs & core blue bolts | | | | |
| | 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | | |
| | 2-8-inch 45 degree bends W/megs & core blue bolts | | | | |
| | 1-8 inch Cap W/megs & core blue bolts | | | | |
| 14 | Connection to Existing System - Irrigation Taps | 2 | EA | \$1,806.00 | \$3,612.00 |
| | 12-inch by 1-inch Saddle | | | | |
| | 1-inch corp. stop | | | | |
| | 1-inch compression coupler | | | | |
| | 10R 1-inch soft copper | | | | |
| | 12-inch by 2-inch Saddle | | | | |
| | 2-inch corp. stop | | | | |
| | 2-inch compression coupler | | | | |
| | 10R 2-inch soft copper | | | | |
| 15 | Abandonment to Existing System | 1 | EA | \$2,494.00 | \$2,494.00 |
| | 6 existing valve boxes, remove existing valve box 3 feet below existing grade | | | | |
| 16 | Waterline Field Design Assist | 1 | LS | \$17,050.00 | \$17,050.00 |
| 17 | Traffic Control (Non Closure) | 1 | LS | \$95,250.00 | \$95,250.00 |
| | Subtotal Schedule A | | | | \$1,116,140.00 |
| SCHEDULE B -- Front Range Mobile Home Park (MHP) | | | | | |
| | REMOVED | | | | Subtotal Schedule B |
| SCHEDULE C -- Front Range Emergency Interconnect | | | | | |
| | REMOVED | | | | Subtotal Schedule C |
| SCHEDULE D -- W. 136th Ave-Slip Line | | | | | |
| 1 | Waterline and Appurtenances | | | Unit Price | |
| | See Seperate Bid Form | | | | |
| | Schedule D (From Seperate Bid Form) | | | | \$1,395,026.00 |
| SCHEDULE E -- Lowell Blvd Pressure Regulating Vault (PRV) and Piping | | | | | |
| 1 | Waterline and Appurtenances | | | Unit Price | |
| | 8-inch Cla Val Pressure regulating valve | 1 | EA | \$22,630.00 | \$22,630.00 |
| | 12-inch gate valve & valve box W/mega lugs & core blue bolts | 2 | EA | \$5,229.00 | \$10,458.00 |
| | 8-inch DIP | 40 | LF | \$239.00 | \$9,560.00 |
| | 12-inch by 8-inch Reducer W/mega lugs & core blue bolts | 2 | EA | \$880.00 | \$1,760.00 |
| 2 | Connection to Existing System - W 136th Ave | 1 | EA | \$7,299.00 | \$7,299.00 |
| 3 | Connection to Existing System - Lowell Blvd | 1 | EA | \$7,299.00 | \$7,299.00 |
| 4 | Connection to Existing System -12 inch cored PRV Vault | 1 | EA | \$106,424.00 | \$106,424.00 |
| | 2-12 inch gate valve W/megs & core blue bolts | | | | |
| | 1-6 foot wide by 6 foot tall by 6 foot deep valve vault | | | | |
| | 1- 36 inch Manhole cover | | | | |
| | Link seal | | | | |
| 5 | Waterline Field Design Assist | 1 | LS | \$4,475.00 | \$4,475.00 |
| 6 | Traffic Control (Non Closure) | 1 | LS | \$31,756.00 | \$31,756.00 |
| | Subtotal Schedule E | | | | \$201,661.00 |

| Schedule F – Other | | Unit Price | Extension |
|---|---|------------------|---------------------|
| 1 | Potholes to identify conflicts for all schedules | 100 EA \$466.00 | \$46,600.00 |
| 2 | Minor Contract Revisions/Owner Controlled Force Account | 1 LS 40,000 | 40,000.00 |
| 3 | Trench Maintenance | | |
| | Schedule A | 1 LS \$13,375.00 | \$13,375.00 |
| | Schedule E | 1 LS \$2,375.00 | \$2,375.00 |
| 4 | Striping | | |
| | Schedule A | 1 LS \$56,041.00 | \$56,041.00 |
| | Schedule E | 1 LS \$9,791.00 | \$9,791.00 |
| 5 | Mobilization | | |
| | Schedule A | 1 LS \$10,938.00 | \$10,938.00 |
| | Schedule E | 1 LS \$6,488.00 | \$6,488.00 |
| 6 | 20 LF of 8' wide concrete pan replacement (as needed) | 8 EA \$3,772.00 | \$30,176.00 |
| 7 | Select Fill (Owner Allowance) | 300 CY \$79.00 | \$23,700.00 |
| 8 | Asphalt Allowance (Owner Allowance for additions) | 1 LS 20,000 | \$20,000.00 |
| Subtotal Schedule F | | | \$259,484.00 |
| | Schedule A | | \$1,116,140.00 |
| | Schedule B | | |
| | Schedule C | | |
| | Schedule D (from Seperate Bid Form) | | \$1,395,026.00 |
| | Schedule E | | \$201,661.00 |
| | Schedule F | | \$259,484.00 |
| | Total | | \$2,972,331.00 |
| Part & Piece List (Supply and Install) | | | |
| | 8" swivel tee | | \$1,461.00 |
| | 12" swivel tee | | \$2,086.00 |
| | 8" cross | | \$1,333.00 |
| | 12" cross | | \$2,934.00 |
| | 8" 45 degree bend | | \$819.00 |
| | 12" 45 degree bend | | \$1,442.00 |
| | 8" 22 1/2 degree bend | | \$813.00 |
| | 12" 22 1/2 degree bend | | \$1,366.00 |
| | 12" solid sleeve | | \$1,174.00 |
| | 8" x 6" swivel tee | | \$1,081.00 |
| | 8" swivel adapter | | \$759.00 |
| | 12" swivel adapter | | \$1,502.00 |
| | 6" 45 degree bend | | \$665.00 |
| | 6" 22 1/2 degree bend | | \$648.00 |
| | 8" solid sleeve | | \$725.00 |
| | 8" gate valve | | \$2,929.00 |
| | 6" waterline Lowering | | \$8,514.00 |
| | 8" waterline lowering | | \$10,177.00 |
| | Potholes to locate conflicts | | \$466.00 |
| | Night Service Connection (1 Night) | | \$15,607.00 |
| | 8" x 6" reducers | | \$546.00 |
| | 12" x 8" reducer | | \$880.00 |
| | 6" cap or plug | | \$340.00 |
| | 8" cap or plug | | \$397.00 |
| | 8" PVC joint restraint | | \$240.00 |
| | 8" Megalugs | | \$182.00 |
| | 12" Megalugs | | \$294.00 |
| | 10" cap or plug | | \$606.00 |
| | 12" cap or plug | | \$682.00 |
| | 12" gate valve | | \$5,229.00 |
| | Fire hydrant (supplied and installed) | | \$7,665.00 |
| | Survey Crew Time (1 Hour) | | \$344.00 |

2025 Waterline Replacement

CITY AND COUNTY OF BROOMFIELD
136th Avenue Existing 20-Inch Water Line Slipline with 16 Inch Fusible PVC

BID FORM/SCHEDULE D

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

Insert Vendor Name Here Diamond Contracting Corp

| ITEM NO. | Description | UNIT | BID QUANTITY | BID UNIT PRICE | TOTAL COST |
|--------------------------------------|---|------|--------------|-----------------------|---------------------|
| 1 | MOBILIZATION / DEMOBILIZATION / RESTORATION | LS | 1 | \$24,405.00 | \$ 24,405.00- |
| 2 | CONSTRUCTION TRAFFIC CONTROL | LS | 1 | \$104,871.00 | \$104,871.00- |
| 3 | STORMWATER MANAGEMENT (stabilized staging area, silt fence, inlet protection, etc.) | LS | 1 | \$22,218.00 | \$ 22,218.00- |
| 4 | REMOVAL AND REPLACE OF ASPHALT PAVEMENT (per CCOB detail 100-2, assumes 10" thick include striping) | TON | 60 | \$528.00 | \$31,680.00- |
| 5 | STRUCTURE BACKFILL (FLOW-FILL) AT INTERSECTIONS AND HAUL EQUIVALENT SITE MATERIAL | CY | 60 | \$237.00 | \$14,220.00- |
| 6 | 8-FT SIDEWALK REMOVAL AND REPLACEMENT | LF | 10 | \$496.00 | \$4,960.00- |
| 7 | CURB AND GUTTER REMOVAL AND REPLACEMENT | LF | 30 | \$166 | \$4,980.00- |
| 8 | 20-INCH Slipline with 16 inch Fusible PVC Waterline Rehab | LF | 3,720 | \$212.00 | \$ 788,640.00 |
| Allowable/Assumed Pit Locations | | | | | |
| 9 | ACCESS PIT #1 - 136TH AVE AND RED DEER TRAIL @ STA. 1+31.66 (incl. tee, solid sleeves, and anode) | LS | 1 | \$18,820.00 | \$18,820.00- |
| 10 | ACCESS PIT #2 - 136TH AVE @ STA. 5+21.31 (incl. solid sleeve and anodes) | LS | 1 | \$34,370.00 | \$34,370.00- |
| 11 | ACCESS PIT #3 - 136TH AVE AND STUART ST @ STA. 8+74.1 (Incl. tee, solid sleeves, and anodes) | LS | 1 | \$37,925.00 | \$37,925.00- |
| 12 | ACCESS PIT #4- 136TH AVE @ STA. 18+00.00 (incl. solid sleeve and anodes) | LS | 1 | \$23,226.00 | \$23,226.00- |
| 13 | ACCESS PIT #5 - 136TH AVE AND 136TH AVE @ STA. 27+10.75 (Incl. tee, solid sleeves, and anodes) | LS | 1 | \$77,116.00 | \$77,116.00 |
| 14 | ACCESS PIT #6 - 136TH AVE AND LOWELL BLVD @ STA. 32+69.37 (Incl. solid sleeve, and anode) | LS | 1 | \$29,974.00 | \$29,974.00- |
| 15 | CONNECT TO EXISTING 20" WATER LINE @ STA. 1+00.00 | LS | 1 | \$12,329.00 | \$12,329.00- |
| 16 | CONNECT TO EXISTING 20" WATER LINE @ STA. 32+69.37 | LS | 1 | \$14,849.00 | \$14,849.00- |
| 17 | 20-INCH PVC PIPE | LF | 96 | \$254.00 | \$24,384.00- |
| 18 | 8-INCH GATE VALVE | Ea | 2 | \$2,868.00 | \$5,736.00- |
| 19 | 20-INCH BUTTERFLY VALVE | Ea | 3 | \$9,026.00 | \$27,078.00- |
| 20 | COMBINATION AIR VALVE & MANHOLE | Ea | 1 | | \$ 17,856.00- |
| 21 | NEW FIRE HYDRANT AND ASSOCIATED APPERATUS | Ea | 1 | | \$ 18,484.00- |
| 22 | TRACER WIRE TEST STATION | Ea | 1 | | \$ 299.00 - |
| 23 | ABANDONMENT TO EXISTING SYSTEM | LS | 1 | | \$ 10,000.00- |
| 24 | REMOVAL AND DISPOSAL OF EX. MANHOLE (Incl. air vac and blow-off MHs and all appurtenances) | Ea | 2 | | \$ 8,806.00 - |
| 25 | F/A MINOR CONTRACT REVISIONS - Owner Controlled Allowance | LS | 1 | \$ 40,000.00 | \$ 40,000.00 |
| SUBTOTAL - 136th Ave Bid Form | | | | \$1,395,026.00 | \$ 40,000.00 |

Diamond Contracting Corp *Insert Vendor Name Here*

EXHIBIT C
REVISED BID TABULATION AND SCOPE OF SERVICES

2025 Waterline Replacement Bid Tab

SCHEDULE A - WESTLAKE DR

| | | Unit Price | Extention |
|---|---------|-------------|----------------|
| 1 Waterline and Appurtenances | | | |
| 12-inch C900 200 PSI | 4600 LF | \$289.00 | \$1,329,400.00 |
| 12-inch by 12-inch Swivel Cross W/megs & core blue bolts | 2 EA | \$5,551.00 | \$11,102.00 |
| 12-inch by 12-inch Swivel Tee W/megs & core blue bolts | 2 EA | \$3,071.00 | \$6,142.00 |
| 12-inch gate valve & valve box W/mega lugs & core blue bolts | 19 EA | \$5,229.00 | \$99,351.00 |
| 12-inch by 6-inch Swivel Tee W/megs & core blue bolts | 4 EA | \$1,548.00 | \$6,192.00 |
| 6-inch PVC bell restraints | 4 EA | \$190.00 | \$760.00 |
| 12-inch by 8-inch Swivel Tee W/megs & core blue bolts | 4 EA | \$1,868.00 | \$7,472.00 |
| 8-inch PVC bell restraints | 4 EA | \$240.00 | \$960.00 |
| 12-inch by 10 inch Swivel Tee W/megs & core blue bolts | 0 EA | \$0.00 | \$0.00 |
| 10-inch PVC bell restraints | 0 EA | \$0.00 | \$0.00 |
| 12-inch by 6-inch Reducer | 0 EA | \$0.00 | \$0.00 |
| 12-inch by 8-inch Reducer | 0 EA | \$0.00 | \$0.00 |
| 12-inch by 10-inch Reducer | 0 EA | \$0.00 | \$0.00 |
| Fire Hydrant-5ft Bury | 2 EA | \$7,665.00 | \$15,330.00 |
| 2- inch temporary blow off assemblies for water quality testing | 4 EA | \$3,116.00 | \$12,464.00 |
| 2 Connection to Existing System - Westlake Dr & S Princess Cir. | 1 EA | \$11,184.00 | \$11,184.00 |
| 3 Connection to Existing System - Irving Ct. | 1 EA | \$5,211.00 | \$5,211.00 |
| 4 Connection to Existing System - Hazel Ct. | 1 EA | \$5,211.00 | \$5,211.00 |
| 5 Connection to Existing System - King Cir. | 1 EA | \$6,303.00 | \$6,303.00 |
| 6 Connection to Existing System - Hazel Dr. | 1 EA | \$6,303.00 | \$6,303.00 |
| 7 Connection to Existing System - Grove Cir. | 1 EA | \$5,211.00 | \$5,211.00 |
| 8 Connection to Existing System - Front Range MHP | 1 EA | \$6,303.00 | \$6,303.00 |
| 9 Connection to Existing System - Grove Way N | 1 EA | \$6,303.00 | \$6,303.00 |
| 10 Connection to Existing System - Grove Way S | 1 EA | \$6,303.00 | \$6,303.00 |
| 11 Connection to Existing System - W 133rd Cir. | 1 EA | \$5,211.00 | \$5,211.00 |
| 12 Connection to Existing System - W 132nd Ct. N. | 1 EA | \$5,211.00 | \$5,211.00 |
| 13 Connection to Existing System - W 132nd Ct. S. | 1 EA | \$6,303.00 | \$6,303.00 |
| 14 Connection to Existing System - Irrigation Taps | 2 EA | \$1,806.00 | \$3,612.00 |
| 15 Connection to Existing System - Westlake Dr & W 132nd Cir | 1 EA | \$8,082.00 | \$8,082.00 |

| | | | |
|---|------|-------------|-------------|
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 16 Connection to Existing System - 132nd Ave | 1 EA | \$14,724.00 | \$14,724.00 |
| 1-12-inch by 10 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-10 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-10-inch 45 degree bends W/megs & core blue bolts | | | |
| 1- 10 inch Gate Valve | | | |
| 1-10 inch Plug W/megs & core blue bolts | | | |
| 1-10-inch Cap W/megs & core blue bolts | | | |
| 17 Connection to Existing System - 133rd Ave | 1 EA | \$8,082.00 | \$8,082.00 |
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 18 Connection to Existing System - 133rd Ave E | 2 EA | \$8,082.00 | \$16,164.00 |
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 19 Connection to Existing System - 133rd Cir | 1 EA | \$8,082.00 | \$8,082.00 |
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 20 Connection to Existing System - 134th Pl | 1 EA | \$8,082.00 | \$8,082.00 |

| | | | |
|--|------|-------------|-------------|
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 21 Connection to Existing System - 134th Pl E | 2 EA | \$10,459.00 | \$20,918.00 |
| 1-12-inch by 8 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-8-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-8-inch Plug W/megs & core blue bolts | | | |
| 1-8-inch Cap W/megs & core blue bolts | | | |
| 1- 8 inch Gate Valve | | | |
| 22 Connection to Existing System - 134th Ct W | 1 EA | \$10,459.00 | \$10,459.00 |
| 1-12-inch by 8 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-8-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-8-inch Plug W/megs & core blue bolts | | | |
| 1-8-inch Cap W/megs & core blue bolts | | | |
| 1- 8 inch Gate Valve | | | |
| 23 Connection to Existing System - 134th Ct E | 1 EA | \$8,082.00 | \$8,082.00 |
| 1-12-inch by 6 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-6 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-6-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-6-inch Plug W/megs & core blue bolts | | | |
| 1-6-inch Cap W/megs & core blue bolts | | | |
| 1- 6 inch Gate Valve | | | |
| 24 Connection to Existing System - Grove Way N | 1 EA | \$10,459.00 | \$10,459.00 |
| 1-12-inch by 8 inch Swivel Tee W/mega lugs & core blue bolts | | | |
| 1-8 inch Solid Sleeve W/mega lugs & core blue bolts | | | |
| 2-8-inch 45 degree bends W/megs & core blue bolts | | | |
| 1-8-inch Plug W/megs & core blue bolts | | | |
| 1-8-inch Cap W/megs & core blue bolts | | | |
| 1- 8 inch Gate Valve | | | |
| 25 Abandonment of Existing System | 1 EA | \$3,470.00 | \$3,470.00 |

| | | | | |
|-----------|-------------------------------|------|--------------|----------------|
| 26 | Waterline Field Design Assist | 1 EA | \$27,962.00 | \$27,962.00 |
| 27 | Traffic Control (Non Closure) | 1 EA | \$156,210.00 | \$156,210.00 |
| Sub Total | | | | \$1,868,618.00 |

SCHEDULE F - Other

| | | | | |
|-----------|---|--------|-------------|--------------|
| | Potholes to identify conflicts for all schedules | 100 EA | \$466.00 | \$46,600.00 |
| | Minor Contract Revisions/Owner Controlled Force Account | 1 LS | \$40,000.00 | \$40,000.00 |
| | Trench Maintenance - Schedule A | 1 LS | \$13,375.00 | \$13,375.00 |
| | Trench Maintenance - Schedule E | 1 LS | \$2,375.00 | \$2,375.00 |
| | Striping - Schedule A | 1 LS | \$91,907.00 | \$91,907.00 |
| | Striping - Schedule E | 1 LS | \$9,791.00 | \$9,791.00 |
| | Mobilization - Schedule A | 1 LS | \$10,938.00 | \$10,938.00 |
| | Mobilization - Schedule E | 1 LS | \$6,488.00 | \$6,488.00 |
| | 20 LF of 6' wide concrete pan replacement (as needed) | 8 EA | \$3,772.00 | \$30,176.00 |
| | Select Fill (Owner Allowance) | 300 CY | \$79.00 | \$23,700.00 |
| | Asphalt Allowance (Owner Allowance for additions) | 1 LS | \$20,000.00 | \$20,000.00 |
| Sub Total | | | | \$295,350.00 |

SCHEDULE PRICE BREAKDOWN (ADJUSTED A & F)

| | |
|-----------------------------------|----------------|
| SCHEDULE A (ADJUSTED) | \$1,868,618.00 |
| SCHEDULE D (SAME AS ORIGINAL BID) | \$1,395,026.00 |
| SCHEDULE E (SAME AS ORIGINAL BID) | \$201,661 |
| SCHEDULE F (ADJUSTED) | \$295,350.00 |
| TOTAL FOR PROJECT | \$3,760,655.00 |

**EXHIBIT D
CERTIFICATE OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-----------------------------|
| PRODUCER
CCIG
155 Inverness Drive West
Englewood CO 80112

License#: 45339
DIAMCON-01 | CONTACT NAME:
PHONE (A/C, No, Ext): 303-799-0110
E-MAIL ADDRESS: info@thinkccig.com | FAX (A/C, No): 303-799-0156 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED
Diamond Contracting Corp.
18300 W. Highway 72, STE 2
Arvada CO 80007 | INSURER A: Union Insurance Company | NAIC #
25844 |
| | INSURER B: Pinnacle Assurance | 41190 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER: 1212895069** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY
<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR

GEN'L AGGREGATE LIMIT APPLIES PER:
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
OTHER: | Y | CPA330577722 | 3/1/2024 | 3/1/2025 | EACH OCCURRENCE \$ 1,000,000
DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
MED EXP (Any one person) \$ 10,000
PERSONAL & ADV INJURY \$ 1,000,000
GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMPI/OP AGG \$ 2,000,000
\$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY
<input checked="" type="checkbox"/> ANY AUTO
<input type="checkbox"/> OWNED AUTOS ONLY
<input checked="" type="checkbox"/> HIRED AUTOS ONLY
<input type="checkbox"/> SCHEDULED AUTOS
<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | CPA330577722 | 3/1/2024 | 3/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
BODILY INJURY (Per person) \$
BODILY INJURY (Per accident) \$
PROPERTY DAMAGE (Per accident) \$
\$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE
DED RETENTION \$ | | CPA330577722 | 3/1/2024 | 3/1/2025 | EACH OCCURRENCE \$ 5,000,000
AGGREGATE \$ 5,000,000
\$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N
<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
N/A | 4215200 | 3/1/2024 | 3/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E.L. EACH ACCIDENT \$ 1,000,000
E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Leased/Rented Equipment | | CPA330577722 | 3/1/2024 | 3/1/2025 | Limit \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract or written agreement, the Certificate Holder is included as Additional Insured for ongoing operations under General Liability.

| | |
|---|---|
| CERTIFICATE HOLDER

Diamond Contracting Corp.
18300 W. Hwy 72, Suite 2
Arvada CO 80007 | CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE
 |

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ACORD 25 (2016/03)

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Construction Asset Replacement
Updated 4/16/2023