

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

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## **1: Meeting Commencement**

1A. Pledge of Allegiance

1B. Review and Approval of Agenda

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## **2: Petitions and Communications**

2A. Proclamation Domestic Violence Awareness Month

Agencies and partners across the City and County of Broomfield recognize the importance of addressing Domestic violence in our community and are committed to prevention, intervention, resources, and recovery for those impacted by Domestic violence.

2B. Library Board Update

The Library Board will provide their annual update to City Council. The Library Board is responsible for reviewing and approving library policy and making suggestions about improvement to library services and programs

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## **3: Councilmember Reports**

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### **4: Public Comment**

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### **5: Reports**

5A. Council Reassignments to NATA and CC4CA

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### **6: Consent Items**

6A. Approval of Minutes

Approval of minutes from Sept. 10th Regular Council Meeting

6B. Proposed Resolution IGA Amendment with Mile High Flood District for City Park Channel Improvements

– Resolution 2024-87 Intergovernmental Agreement (IGA) Amendment with Mile High Flood District (MHFD) for City Park Channel improvements at Main Street

6C. Proposed Resolution Board of Social Services Expenditures Second Quarter of 2024

*(Board of Social Services - BSS)*

– Resolution No. 2024-132-BSS Acknowledging Review of Expenditures and Electronic Benefit Transfers for April, May, and June 2024

6D. Proposed Resolution Construction Agreement for Police Evidence Storage Building

– Resolution 2024-130 Construction Agreement with Summit Partners, Ltd., for the 4-Door Garage for Evidentiary Vehicles

6E. Proposed Resolution supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override

– Resolution No. 2024-146 Supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override.

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### **7: Action Items**

7A. City Council's Consideration of an Intergovernmental Agreement for a repayable loan to BURA for Event Center demolition and a related budget amendment

Item 7A will be heard concurrently with Item 7B

– Resolution 2024-144 City and County of Broomfield Cooperation Agreement Financing Demolition of Event Center

– Resolution 2024-113 City and County of Broomfield 2024 Budget - Second Amendment

**7B. Broomfield Urban Renewal Authority's Consideration of an Intergovernmental Agreement for a repayable loan from Broomfield for Event Center demolition and a related budget amendment**

*(Broomfield Urban Renewal Authority - BURA)*

Item 7B will be heard concurrently with Item 7A

- BURA Resolution 2024-145-UR Cooperation Agreement Financing Demolition of Event Center
- BURA Resolution 2024-114-UR Broomfield Urban Renewal Authority 2024 Budget - Second Amendment

**7C. BURA Proposed Resolution for Approval of a Construction Contract for the Demolition of the Broomfield Event Center**

*(Broomfield Urban Renewal Authority - BURA)*

- Resolution 2024-129-UR Approving the Guaranteed Maximum Price Amendment to the Agreement with Colorado Cleanup Corporation

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

**8A. Councilmember Marsh-Holschen Request for Future Action Regarding a Rebate Program for Trash Hauler Contract Cancellations**

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**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](mailto:cityclerk@broomfield.org) to make your request.

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



*Date Posted: September 18, 2024*



# City of Broomfield

## City Council Regular Meeting

### Proclamation Domestic Violence Awareness Month

Agencies and partners across the City and County of Broomfield recognize the importance of addressing Domestic violence in our community and are committed to prevention, intervention, resources, and recovery for those impacted by Domestic violence.

Meeting	Agenda Group	
Tuesday, September 24, 2024, 6:00 PM	Petitions and Communications	Item: 2A

Presented By
Dan Casey

Community Goals
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community

### Overview

[View Correspondence](#)

The U.S. Advisory Board on Child Abuse and Neglect suggests that Domestic Violence may be the single major precursor to child abuse and neglect fatalities in the U.S.

Since the pandemic Broomfield has seen an increase in reports of domestic violence to law enforcement of more than 30%, with Broomfield Police responding to 176 incidents in 2023. Domestic violence has a negative impact at both an individual and societal level. Domestic violence negatively impacts individual mental health and well-being, family functioning, parenting capacity, academic achievement, participation in the community, and economic prosperity. Without access to effective advocacy and support, domestic violence survivors face the likelihood of ongoing victimization by the abuser, economic insecurity, and homelessness. Agencies and partners across the City and County of Broomfield recognize the importance of addressing Domestic violence in our community and are committed to prevention, intervention, resources, and recovery for those impacted by Domestic violence. These partners include the Broomfield Police Department, Broomfield Department of Public Health and Environment, SPAN, and Broomfield Department of Human Services, among others.

### Attachments

- [Domestic Violence memo 2024-9-24.pdf](#)
- [2024 Domestic Violence Proclamation.pdf](#)

# Summary

## [View Correspondence](#)

- Nationally, on a typical day, domestic violence hotlines receive approximately 21,000 calls (an average of close to 15 calls every minute) and DV accounts for 15% of all violent crime.
- The U.S. Advisory Board on Child Abuse and Neglect suggests that Domestic Violence may be the single major precursor to child abuse and neglect fatalities in the U.S.
- In 2023 Broomfield Children, Adult and Family Services assigned 47% of the calls received related to domestic violence.
- Since the pandemic Broomfield has seen an increase in reports of domestic violence to law enforcement of more than 30%, with Broomfield Police responding to 176 incidents in 2023. The F.B.I. estimates that only 1 in 10 domestic violence assaults are ever reported to the police, making it reasonable to project that there are more than 1,700 intimate partner assaults in Broomfield every year.
- In 2023 Broomfield Police Department Victim Services Unit served 226 domestic violence victims, including the domestic violence homicide victim.
- The number of residents of Broomfield accessing SPAN's services because of domestic violence has more than doubled since the pandemic, with 1,958 adults and children from Broomfield seeking support, compared to 884 in 2017.
- In 2023, 65% of SPAN's Broomfield clients identified as Black, Indigenous, Person of Color (BIPOC), usually Latine. Among Latine clients from Broomfield, 50% were Spanish speakers.
- Broomfield has some of the highest basic needs costs in the Denver Metro Area, putting low-income survivors and their children at high risk of instability and homelessness. Last year 97% of survivors participating in SPAN's Broomfield Outreach Program services reported household incomes at or below 30% of the area's Annual Median Income.
- Domestic violence has a negative impact at both an individual and societal level. Domestic violence negatively impacts individual mental health and well-being, family functioning, parenting capacity, academic achievement, participation in the community, and economic prosperity.
- Without access to effective advocacy and support, domestic violence survivors face the likelihood of ongoing victimization by the abuser, economic insecurity, and homelessness.
- Agencies and partners across the City and County of Broomfield recognize the importance of addressing Domestic violence in our community and are committed to prevention, intervention, resources, and recovery for those impacted by Domestic violence. These partners include the Broomfield Police Department, Broomfield Department of Public Health and Environment, SPAN, and Broomfield Department of Human Services, among others.
- SPAN is a founding stakeholder in the Broomfield County District Attorney's Office's Domestic Violence High Risk Team (DVHRT), which works with Broomfield Police, Broomfield Police Department Victim Services Unit, and Children, Adult and Families Services to identify survivors who are at high risk of lethality and connect them to SPAN's services. Since launching the DVHRT SPAN has responded to a 60% increase in referrals from Broomfield police and victim's advocates.
- The proclamation declaring October 2024 as Domestic Violence Awareness Month is included as Attachment 1.

## Prior Council or Other Entity Actions

### [Memo National DV Awareness Proclamation 2023-09-26](#)

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

N/A

## **Proposed Actions / Recommendations**

N/A

## **Alternatives**

N/A



# Proclamation

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## PROCLAMATION DECLARING October, 2024 AS Domestic Violence Awareness Month

**WHEREAS**, domestic violence is a pervasive and devastating social issue that affects individuals, families, and communities across our nation, regardless of age, gender, race, religion, or socio-economic status; and

**WHEREAS**, domestic violence includes physical, emotional, psychological, and sexual abuse, as well as economic control and coercion, leading to long-term trauma and adverse effects on survivors' mental and physical health; and

**WHEREAS**, domestic violence not only endangers the safety and well-being of the victim, but also affects children, families, and the broader community, often leading to cycles of violence that can persist across generations; and

**WHEREAS**, it is essential to recognize the strength and courage of survivors who have come forward to seek help, as well as the importance of providing them with the support, resources, and services they need to rebuild their lives; and

**WHEREAS**, prevention, education, and awareness are key to ending domestic violence, and all members of our community have a role to play in recognizing the signs of abuse, supporting victims, and advocating for change; and

**WHEREAS**, local organizations, shelters, law enforcement, healthcare providers, and advocates are dedicated to offering critical assistance, raising awareness, and fostering partnerships to address and prevent domestic violence; and

**WHEREAS**, October is recognized nationally as Domestic Violence Awareness Month, a time to honor survivors, remember those lost to violence, and renew our commitment to breaking the silence and standing against domestic violence in all its forms.

I encourage all citizens to participate in efforts to prevent domestic violence, support survivors, and work towards a future where all individuals can live free from violence and fear.

NOW, THEREFORE, I, Guyleen Castriotta, Mayor of the City and County of Broomfield, do hereby declare and proclaim October, 2024 as:

### **Domestic Violence Awareness Month IN BROOMFIELD**

In witness whereof, I hereunto set my hand and official seal on this the 24th day of September 2024.

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Guyleen Castriotta  
Mayor



# City of Broomfield

## City Council Regular Meeting

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### Approval of Minutes

Approval of minutes from Sept. 10th Regular Council Meeting

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Consent Items      Item: 6B
Community Goals	

### Overview

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

Brief summary about the memo. Write in short paragraphs. Do NOT use bullets unless listing items.

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### Attachments

[Minutes from September 10.pdf](#)

## Minutes for the City Council Regular Meeting

One DesCombes Drive, Broomfield, CO 80020

September 10, 2024, 6:02 PM - September 10, 2024, 11:24 PM

Recess from 8:14 to 8:24 P.M.

**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
- **Jean Lim**, Ward 3
- **James Marsh-Holschen**, Ward 1
- **Kenny Van Nguyen**, Ward 1 (Joined remotely at 10:20 P.M.)
- **Deven Shaff**, Mayor Pro Tem, Ward 3
- **Austin Ward**, Ward 2

### Not Present

- **Bruce Leslie**, Ward 4 (excused)

### Also Present

- **Jennifer Hoffman**, City and County Manager
- **Anna Bertanzetti**, Deputy City and County Manager
- **Nancy Rodgers**, City and County Attorney
- **Patrick F. Thibault**, Clerk and Recorder Administrator
- **Various department staff**

## 1. Meeting Commencement

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1A. Pledge of Allegiance- 6:02 PM

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

## 2. Petitions and Communications

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2A. Proclamation Colin Duffy Day - 6:03 PM

2B. Police Department Presentation- 6:12 PM

2C. Broomfield Days Presentation- 6:50 PM

2D. 2024R and 2025 Proposed Budget Update- 6:57 PM

### **3. Councilmember Reports**

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### **4. Public Comment**

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### **5. Reports**

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### **6. Consent Items**

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6A. Approval of Minutes- 7:18 PM

6B. Proposed Resolution for Inmate Food Services- 7:18 PM

6C. Proposed Resolution to Replace Existing Police Mobile Radios- 7:18 PM

6D. Proposed Resolution with North Metro for Temporary Fire Station- 7:18 PM

6E. Proposed Resolution for Detention Center Boiler Replacement- 7:18 PM

6F. Proposed Resolutions for Aggregate Spend Increase for Water Technology and Browns Hill- 7:18 PM

6G. Proposed Resolution for ADA Emergency Exit Path- 7:18 PM

6H. Proposed Resolution Authorizing the Assignment of Broomfield Private Activity Bond (PAB) Allocation- 7:18 PM

6I. Proposed Resolution No. 2024-138 in Support of the Regional Transportation District's (RTD) 2024 Ballot Initiative Continuing RTD's Exemption from TABOR Cap Limitations- 7:18 PM

6J. Request for Executive Session Regarding JPPHA- 7:18 PM

6K. Request to Reschedule Executive Session Regarding the City and County Manager's Annual Performance Review- 7:18 PM

Motion to approve the staff reports contained in Consent items 6A through 6K made by Councilmember Ward and seconded by Councilmember Marsh-Holschen. The motion passes 8-0.

### **7. Action Items**

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**7A. Public Hearing - Ordinance to Implement Contracted Waste Hauling Services - Second Reading and Proposed Resolution Approving an Agreement with Waste Connections for Contracted Waste Hauling- 7:32 PM**

Motion to extended the meeting past 11:00 P.M. made by Councilmember Marsh-Holschen and seconded by Councilmember Lim. Motion passes 8-0.

Motion to approve Ordinance 2242 on second and final reading and ordered published in full, made by Councilmember Marsh-Holschen and seconded by Delgadillo.

Motion to amend Ordinance 2242 made by Councilmember Lim and seconded by Councilmember Anderson. Motion passes 7-1. Mayor Pro Tem Shaff votes No. Councilmember Ward excused.

Motion to approve Ordinance 2242, as amended, made by Councilmember Councilmember Marsh-Holschen and seconded by Councilmember Delgadillo. Motion passes 7-1. Mayor Pro Tem Shaff votes No. Councilmember Ward excused.

Motion to approve Resolution No. 2024-120 made by Councilmember Marsh-Holschen and seconded by Councilmember Delgadillo. Motion passes 7-1. Mayor Pro Tem Shaff votes No. Councilmember Ward excused.

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

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**8A. Councilmember Anderson Request for Future Action Regarding Publishing Procedure for Future Ordinances- 11:24 PM**

**9. Adjournment**

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**Approved:**

\_\_\_\_\_  
**Mayor**

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



**Proposed Resolution IGA Amendment with Mile High Flood District for City Park Channel Improvements**

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Consent Items Item: 6C
Presented By	
Katie Allen	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience <input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

## Overview

[View Correspondence](#)

This request contributes funds in Broomfield’s Mile High Flood District (MHFD) 2023 Maintenance funds and 2024 Maintenance and Capital Funds for design and construction improvements on City Park Channel, Phase 1, from Spader Way to 300 feet upstream of Main Street, including the pedestrian underpass at Main Street.

### **Attachments**

[IGA Amendment MHFD Memo.pdf](#)

[Res 2024-87 IGA Amendment MHFD.pdf](#)

[First Amendment to IGA Agreement with MHFD for City Park Channel.pdf](#)

## Summary

### [View Correspondence](#)

This request contributes funds in Broomfield County's Mile High Flood District (MHFD) 2023 Maintenance funds and 2024 Maintenance and Capital Funds for design and construction improvements on City Park Channel, Phase 1, from Spader Way to 300 feet upstream of Main Street, including the pedestrian underpass at Main Street. A vicinity map is provided [here](#).

Maintenance (and Capital Funds) are collected by MHFD from participating counties through mills to finance drainage improvements specific to those counties. To date, all analysis and design work for the City Park Channel project has been paid through maintenance funds with MHFD. The design for this work began as a maintenance project with the Mile High Flood District (MHFD). As a result, design work, hydraulic modeling, and Conditional Letter of Map Revision (CLOMR) preparation and submission for the City Park Channel improvements began prior to an IGA between Broomfield and MHFD and without a 50/50 funding match from Broomfield.

As the design progressed, the most downstream reach (the channel segment through Broomfield Town Square) was added to the project, and the phasing of improvements was modified. Phase 1 includes the channel from Spader Way to approximately 300 feet upstream (west) of Main Street. Broomfield's consultant, Muller Engineering (Muller), has coordinated with the Broomfield Town Square Alliance (BTSA) consultant (Wilson and Company) to ensure the submitted CLOMR includes floodplain revisions on the City Park Channel from Spader Way through Main Street. Muller completed [60% plans](#) and has prepared a Conditional Letter of Map Revision (CLOMR). Currently, this CLOMR is under review with the Federal Emergency Management Agency (FEMA) with approval anticipated in the summer/fall of 2024.

For the last several years, the MHFD capital funds for Broomfield County have been allocated to the Nissen Reservoir Channel (Nissen) project. Design of Phase 1 Nissen improvements are currently funded and construction is anticipated to begin summer/fall of 2024. To accommodate the BTSA schedule, upon completion of Phase 1 Nissen, construction will begin on City Park Channel at Main Street before moving to Nissen Phase 2 improvements.

Broomfield's annual allocation from MHFD for all maintenance work is approximately \$490,000. To complete work promptly, especially with current inflation, staff recommends entering into an IGA with MHFD to allocate Broomfield County's MHFD 2024 capital funds and 2023 and 2024 maintenance funds to the City Park Channel project. Broomfield has previously committed funding for this project from the CIP fund. With this amendment, the total IGA is therefore, \$4,712,644.

Proposed Resolution No. 2024-87 contributes Broomfield County's MHFD maintenance and capital funds for the project, and contains the necessary actions to execute the attached IGA. If amendments are needed in future years to add funds from Broomfield CIP and MHFD capital or maintenance funds in order to complete Phase 1 or future phases, an IGA amendment will be brought to Council.

Pursuant to the City Charter, an intergovernmental agreement requires a two-thirds affirmative vote of the entire City Council for approval.

## 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
Sewer Fund -City Park Channel Improvements (16K0052, 45-70020-55200)	\$3,170,644
MHFD Capital Improvement Funding	\$720,000
MHFD Maintenance Funding 2023	\$490,000
MHFD Maintenance Funding 2024	\$332,000
Design	-\$375,000
Construction	-\$3,837,644
Contingency	-\$500,000
<b>Projected Balance</b>	<b>\$0</b>

### Prior Council or Other Entity Actions

Resolution No. [2023-127](#), October 10, 2023

### Boards and Commissions Prior Actions and Recommendations

N/A

### Proposed Actions / Recommendations

If Council desires to proceed with the project and approve the amendment the appropriate motion is...  
**That Resolution 2024-87 be adopted.**

### Alternatives

Do not approve the amendment.

# RESOLUTION NO. 2024-87

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

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

## Section 1.

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

## Section 2.

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

## Section 3.

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

Approved on September 24, 2024.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

KKH

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City and County Attorney

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

Agreement No. 23-08.14A  
 Project No. 106760

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

WITNESSETH:

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

WHEREAS, PARTIES now desire to continue design and pursue construction of drainage and flood control improvements for City Park Drainageway at Main Street (hereinafter called “PROJECT”); and

WHEREAS, PARTIES desire to increase the level of funding by \$1,052,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 40, Series of 2024); and

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

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$4,712,644 without amendment to this AGREEMENT.

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

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$375,000	\$366,064
2. Right-of-way	-	-
3. Construction	\$3,837,644	\$2,562,451
4. Contingency	\$500,000	\$732,129
Grand Total	\$4,712,644	\$3,660,664

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

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

CAPITAL IMPROVEMENT FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	18.51%	-	\$720,000	\$720,000
COUNTY	81.49%	\$3,170,644	-	\$3,170,644
TOTAL	100.00%	\$3,170,644	\$720,000	\$3,890,644

MAINTENANCE FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	100.00%	\$490,000	\$332,000	\$822,000
TOTAL	100.00%	\$490,000	\$332,000	\$822,000

TOTAL FUNDING			
	CAPITAL FUNDING	MAINTENANCE FUNDING	TOTAL CONTRIBUTION
DISTRICT	\$720,000	\$822,000	\$1,542,000
COUNTY	\$3,170,644	-	\$3,170,644
TOTAL	\$3,890,644	\$822,000	\$4,712,644

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

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval. Payment of each PARTY's full share (COUNTY - \$3,170,644; DISTRICT - \$1,542,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

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

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

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

\_\_\_\_\_  
Checked By

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

CITY AND COUNTY OF BROOMFIELD

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# City of Broomfield

## City Council Regular Meeting

### Proposed Resolution Board of Social Services Expenditures Second Quarter of 2024

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Consent Items Item: 6D
Voted By Board	Presented By
Board of Social Services - BSS	Dan Casey
Community Goals	
<input checked="" type="checkbox"/> Thriving, Diverse, Safe and Welcoming Community	

### Overview

[View Correspondence](#)

Each quarter, Human Services staff report to the Board of Social Services financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for 2024 with special emphasis on activity throughout the state fiscal year 23/24 (July 2023 to June 2024) and in the first six months of 2024. This quarterly EBT report has a new look and feel. Graphics of programmatic and financial activity are shown in Attachments 1 to 6 of this memo with tables of the graphic activity shown in Attachment 7 to comply with digital accessibility requirements.

### **Attachments**

[Memo for Electronic Benefit Transfers for 2nd Quarter 2024.pdf](#)

[Resolution No. 2024-132-BSS \(1\).pdf](#)

[Attachment 1 TANF 6.30.24.pdf](#)

[Attachment 2 SNAP 6.30.24.pdf](#)

[Attachment 3 Med 6.30.24.pdf](#)

[Attachment 4 CCCAP 6.30.24.pdf](#)

[Attachment 5 CW 6.30.24.pdf](#)

[Attachment 6 LEAP 6.30.24.pdf](#)

[Attachment 7 EBT Memo 6-30-24.pdf](#)

# Summary

[View Correspondence](#)

Each quarter, Human Services staff report to the Board of Social Services financial and statistical activity to inform the Board of the Department of Human Services (DHS) programmatic trends. This report provides information on Human Services programs along with the related revenue and expenditures for 2024 with special emphasis on activity throughout the state fiscal year 23/24 (July 2023 to June 2024) and in the first six months of 2024. This quarterly EBT report has a new look and feel. Graphics of programmatic and financial activity are shown in Attachments 1 to 6 of this memo with tables of the graphic activity shown in Attachment 7 to begin our journey toward digital accessibility.

DHS administers the following programs on behalf of the State of Colorado:

1. Colorado Works/Temporary Assistance to Needy Families (TANF)
2. Food Assistance - Supplemental Nutrition Assistance Program (SNAP)
3. Health First Colorado (Medicaid)
4. Colorado Child Care Assistance Program (CCCAP)
5. Adult Financial Programs
6. Child Support Services
7. Child Welfare
8. Adult Protective Services

In addition, DHS staff report benefit payments and unduplicated households served for Broomfield residents who participate in the Low Income Energy Assistance Program (LEAP). Administrative functions during the LEAP season are now handled by Goodwill.

## TRENDS IN HUMAN SERVICES PROGRAMS

DHS provides assistance to Broomfield families to meet their daily needs with human services benefits including food and medical benefits, cash assistance through the CO Works/TANF program, child care assistance, unemployment and job search assistance, health and wellness resources, and rent and housing support. Please note this report contains information on clients served and electronic benefit transfer expenditures for state fiscal year 2023/2024 (SFY 23/24) as well as activity through the 2nd quarter of 2024.

### Colorado Works (a/k/a TANF)

As one of human services' most flexible funding sources, CO Works/TANF funding is available to Human Services case managers to assist eligible low-income families to meet a variety of basic needs. DHS staff closely monitor CO Works/TANF clients' cases providing access to needed goods and services and assisting clients to become self-sufficient by finding sustainable employment. The top dual-axis graph in Attachment 1 provides a look at the number of distinct households served and the monthly expenditures including EBT client benefits and operating expenditures to run the CO Works/TANF program for SFY 23/24, July 2023 to June 2024. CO Works/TANF households served fluctuated monthly from a low of 58 households in July 2023 to a high of 75 households in November 2023.

The bottom dual-axis graph in Attachment 1 shows the cumulative TANF EBT client benefit payments and cumulative unduplicated households served throughout SFY 23/24. DHS saw a 9.33% increase in the number of unduplicated households served from SFY 22/23 to SFY 23/24. DHS staff served 164 unique TANF households during SFY 23/24 with \$475,297 in cash and supportive services benefits as compared to serving 150 unique TANF households during SFY 22/23 with \$440,376 in cash and supportive services benefits.

DHS's CO Works/TANF allocation was slightly underspent by \$5,169 in SFY 23/24. This underspent amount along with \$2,649 of mitigation funding was added to Broomfield's county TANF reserves, bringing the total reserves to \$283,339. TANF county reserves can be used by DHS to cover over expenditures in CO Works/TANF, Child Care, and Child Welfare if other funding sources (mitigation, surplus distribution, etc.) have been exhausted. In addition to DHS' base allocation of \$748,762, DHS was awarded \$60,713 of American Rescue Plan Act (ARPA) funding; DHS utilized \$40,755 of the ARPA funding to provide additional client benefits during the fiscal year as required by [House Bill 22-1259](#) (HB22-1259). CDHS has reported that there are approximately \$3 million remaining ARPA funds to roll into SFY 24/25 but state staff anticipate that these funds will be exhausted prior to September 2024. State and county staff will watch closely as counties absorb the expenditures required by HB22-1259 when ARPA funds are exhausted.

### **Food Assistance (SNAP)**

Broomfield continues to see increases in the number of Food Assistance/SNAP households although the trend has slowed from highs during the pandemic. The top dual-axis graph shown in Attachment 2 illustrates the distinct Food Assistance households served each month along with the SNAP benefits paid to eligible households. The bottom dual-axis graph in Attachment 2 reflects cumulative SNAP benefits issued in relation to cumulative unduplicated households served throughout SFY 23/24. Food Assistance/SNAP unduplicated households served increased 9.93% from 2,739 unique households served in SFY 22/23 to 3,011 unique households served in SFY 23/24. Cumulative SNAP benefits issued to Broomfield households totaled \$7,118,482 in SFY 23/24 as compared to \$9,626,179 in SFY 22/23. The decrease in benefits issued is attributable to a combination of the end of the COVID-19 federal waiver in February 2023 and the end of the Pandemic EBT benefits for children in September 2023.

### **Health First Colorado (Medicaid)**

As anticipated, DHS saw a decrease in qualifying Medicaid clients as the Public Health Emergency (PHE) Unwind period closed in April 2024. Throughout the summer, DHS staff have focused on the high level of redetermination work affecting the vast number of Medicaid clients that were "locked in" to medical coverage during the PHE. The unique number of Medicaid households that continued to qualify for coverage decreased 11.96% in the first six months of 2024 to 5,899 from 6,700 unique households in the same time period in 2023. The 6,700 households reported in 2023 included Medicaid households that were "locked in" with no opportunity at that time for county staff to determine if the household continued to be eligible for the program. The Joint Budget Committee (JBC) gave approval earlier this year for HCPF to roll forward PHE Unwind funding to SFY 24/25 in a continuing effort to assist counties with the increased workload of Medicaid redetermination efforts. The bar graph shown in Attachment 3 reflects distinct monthly Medicaid households served over the past three state fiscal years. As you can see, Broomfield's Medicaid households served reached their highest levels during SFY 22/23 when Medicaid cases that should have closed were "locked-in" an open status due to a federal mandate.

County Administration is the funding source that supports the salaries and benefits of DHS staff that determine eligibility for Food Assistance/SNAP, Medicaid, and other adult programs. In alignment with [Senate Bill 22-235](#) (SB22-235), a workload study was completed which analyzed the processing time for eligibility applications, redeterminations, and case changes. The state department hired North Highland as the outside consultant to determine the amount of money necessary to fund the administration of public assistance programs in each county and develop a county administration funding model for SFY 25/26. North Highland continues to modify the funding model with input from state and county partners. Throughout the next year, state departments will work with the JBC to educate them on human services eligibility programs and the need for increased funding to remain in federal compliance for programs administered by Colorado counties.

### **CO Child Care Assistance Program (CCCAP)**

DHS' child care program continues to grow. In the first six months of 2024, DHS staff served 104 unique CCCAP households with 157 children receiving care as compared to assisting 72 unique households and 120 children receiving care in the first six months of 2023. This represents a 44.44% increase in unique households served and a 30.83% increase in children receiving care. The dual-axis graphs in Attachment 4 illustrate the cumulative and monthly provider payment amounts and the monthly distinct households served throughout SFY 23/24. CCCAP provider payments totaled \$697,243 with an additional \$216,442 of stimulus funds from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act) paid to providers for expansion and enhanced program services throughout the fiscal year. DHS underspent its base CCCAP allocation by \$62,196 in SFY 23/24. Funds remain available for additional childcare initiatives from the CRRSA Act. The CRRSA funds must be used prior to September 30, 2024, and the CO Department of Early Childhood (CDEC) has made it a priority to ensure these funds are utilized completely and appropriately by the CCCAP program throughout Colorado.

### **Child Welfare**

DHS' Child Adult and Family Services (CAFS) staff continue their work to enhance the use of prevention services to assist families at risk of entering the child welfare system. For several years, the number of children in out-of-home care has decreased. The top bar graph in Attachment 5 illustrates the decrease in out-of-home placements and the bottom bar graph illustrates the monthly foster care expenditures over three state fiscal years. With lower out-of-home placements, there is a corresponding decrease in foster care expenditures.

In the continuing spirit of enhancing prevention, CAFS staff applied for and received the second of two Family First grants through the Colorado Department of Human Services. The award was \$175,000. With this second round of funding, CAFS staff will implement a multidisciplinary team (MDT) to bring together a diverse group of community organizations, share resources, and focus on children and families who are struggling with basic needs such as food, shelter, and clothing. The MDT will consist of DHS CAFS, Self Sufficiency, and Workforce staff. Broomfield FISH will continue to be an important MDT partner along with a variety of community partners to include A Precious Child, Joyful Journeys, SPAN, faith-based partners, and school districts. This grant can also be used to provide tangible goods and financial relief to families in crisis.

CDHS made adjustments to the child welfare block allocation model in SFY 22/23. The adjustments effectively increased DHS' child welfare block allocation \$94,742 in SFY 23/24; DHS' child welfare block allocation for SFY 23/24 was \$2,380,847 before mitigation. At the state fiscal year end close, DHS received \$100,000 of the mitigation holdout for Balance of State counties, and the remaining deficit of \$13,134 was covered by state surplus distribution. DHS received a \$201,444 increase for SFY 24/25 in its child welfare block allocation to \$2,582,291. The increase was related to appropriations attached to [Senate Bill 24-008](#), Concerning Increasing Support for Kinship Foster Care Homes and [House Bill 24-1038](#), Concerning Addressing the High-Acuity Crisis for Children and Youth in Need of Residential Care.

### **Low Income Energy Assistance Program (LEAP)**

DHS continues to provide outreach to Broomfield residents to educate the community that funds remain available to assist low income households with home energy bills from October to April. For the federal fiscal year to date, October 2023 to June 2024, 411 unduplicated Broomfield households received \$184,187 in LEAP benefits. The dual-axis graph shown in Attachment 6 illustrates this activity.

## 2nd QUARTER 2024 IN SUMMARY

In the first six months of 2024, DHS served 7,885 estimated unduplicated households as compared to serving 8,493 households in the first six months of 2023, a 7.15% decrease. The decrease is largely attributable to the 11.96% decrease in Medicaid households served during the year as not all Medicaid households continued to be eligible for the program once the public health emergency ended. DHS staff saw increases in households served in Food Assistance, the Child Care Assistance Program, and Adult Protection.

### Financial Considerations

As shown in the sources and uses of funds summary below in Table A, DHS shows an increase in its sources of funds of 19.57% in the second quarter of 2024 as compared to the second quarter of 2023. DHS's total sources of funds totaled \$5,312,422 in the second quarter while uses of funds totaled \$4,358,444; uses of funds show a 4.60% increase as compared to the second quarter in 2023. For the period January to June, DHS's total sources of funds increased 7.44% to \$8,377,747 over the same time period in 2023. By contrast, DHS use of funds declined by 3.38% from January to June 2024 as compared to the same time period in 2023. Uses of funds totaled \$7,413,946 from January to June 2024. Following the end of the federal waiver, Food Assistance/SNAP benefits returned to per-household pre-pandemic levels which has evened out sources and uses of funds when comparing 2024 to 2023. Both actual sources and uses of funds are well within budgeted amounts for 2024.

Table A

CITY AND COUNTY OF BROOMFIELD								
HUMAN SERVICES - SOURCES AND USES OF FUNDS BY PROGRAM								
Sources and Uses of Funds	Actual Q2 Apr - Jun 2023	Actual Q2 Apr - Jun 2024	% Change	Actual Jan - Jun 2023	Actual Jan - Jun 2024	% Change	Original Budget 2024	Amended Budget 2024
<b>Beginning Balance</b>	\$ 3,978,140	\$ 4,704,830	18.27%	\$ 4,129,391	\$ 4,695,006	13.70%	\$ 1,430,666	\$ 1,430,666
<b>TOTAL HUMAN SERVICES</b>								
<b>Sources of Funds</b>								
State & Federal Reimbursements	\$ 1,181,645	\$ 1,227,721	3.90%	\$ 1,629,421	\$ 1,795,183	10.17%	\$ 4,106,446	\$ 4,085,142
State & Federal Share of Electronic Benefit Transfers (EBT's)	2,265,760	2,510,690	10.81%	4,341,521	4,158,523	-4.22%	11,531,198	11,531,198
Other Revenues & Taxes	995,453	1,574,011	58.12%	1,826,743	2,424,042	32.70%	3,351,385	3,401,385
<b>Total Sources of Funds</b>	<b>\$ 4,442,857</b>	<b>\$ 5,312,422</b>	<b>19.57%</b>	<b>\$ 7,797,684</b>	<b>\$ 8,377,747</b>	<b>7.44%</b>	<b>\$ 18,989,029</b>	<b>\$ 19,017,725</b>
<b>Uses of Funds</b>								
State & Federal Share of Electronic Benefit Transfers (EBT's)	\$ 2,265,254	\$ 2,516,616	11.10%	\$ 4,339,460	\$ 4,164,310	-4.04%	\$ 11,417,072	\$ 11,417,072
County Share of Electronic Benefit Transfers (EBT's)	72,866	77,787	6.75%	122,478	129,594	5.81%	315,516	315,516
Operations	1,828,801	1,764,041	-3.54%	3,211,062	3,120,041	-2.83%	6,577,637	6,683,483
<b>Total Uses of Funds</b>	<b>\$ 4,166,922</b>	<b>\$ 4,358,444</b>	<b>4.60%</b>	<b>\$ 7,673,000</b>	<b>\$ 7,413,946</b>	<b>-3.38%</b>	<b>\$ 18,310,225</b>	<b>\$ 18,416,071</b>
<b>Balance - TOTAL HUMAN SERVICES</b>	<b>\$ 275,935</b>	<b>\$ 953,978</b>	<b>245.73%</b>	<b>\$ 124,685</b>	<b>\$ 963,802</b>	<b>672.99%</b>	<b>\$ 678,804</b>	<b>\$ 601,654</b>
<b>Ending Balance</b>	<b>\$ 4,254,075</b>	<b>\$ 5,658,808</b>	<b>33.02%</b>	<b>\$ 4,254,075</b>	<b>\$ 5,658,808</b>	<b>33.02%</b>	<b>\$ 2,109,470</b>	<b>\$ 2,032,320</b>

REVENUES AND EXPENSES THAT FLOW THROUGH THE STATE ARE ONE MONTH IN ARREARS

### Prior Council or Other Entity Actions

The Board of Social Services reviews quarterly human services expenditures.

### Boards and Commissions Prior Actions and Recommendations

N/A

## **Proposed Actions / Recommendations**

If the Board desires to acknowledge the review of social services' expenditures for the period January 1 to June 30, 2024, as presented, the appropriate motion is...

**That Resolution 2024-132-BSS be adopted.**

## **Alternatives**

As desired by the Board.

# RESOLUTION NO. 2024-132-BSS

A Resolution Acknowledging Review of Expenditures and Electronic Benefit Transfers for April, May, and June 2024

Be it resolved by the Board of Social Services of the City and County of Broomfield, Colorado:

## Section 1.

The Board of Social Services hereby acknowledges the review of expenditures from the social services fund from January 1, 2024 through June 30, 2024 summarized in Table A, incorporated into the attached memorandum.

## Section 2.

This resolution is effective upon its approval by the Board of Social Services.

Approved on September 24, 2024

BOARD OF SOCIAL SERVICES OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO

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Chair

Attest:

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Office of the City and County Clerk

Approved as to form:

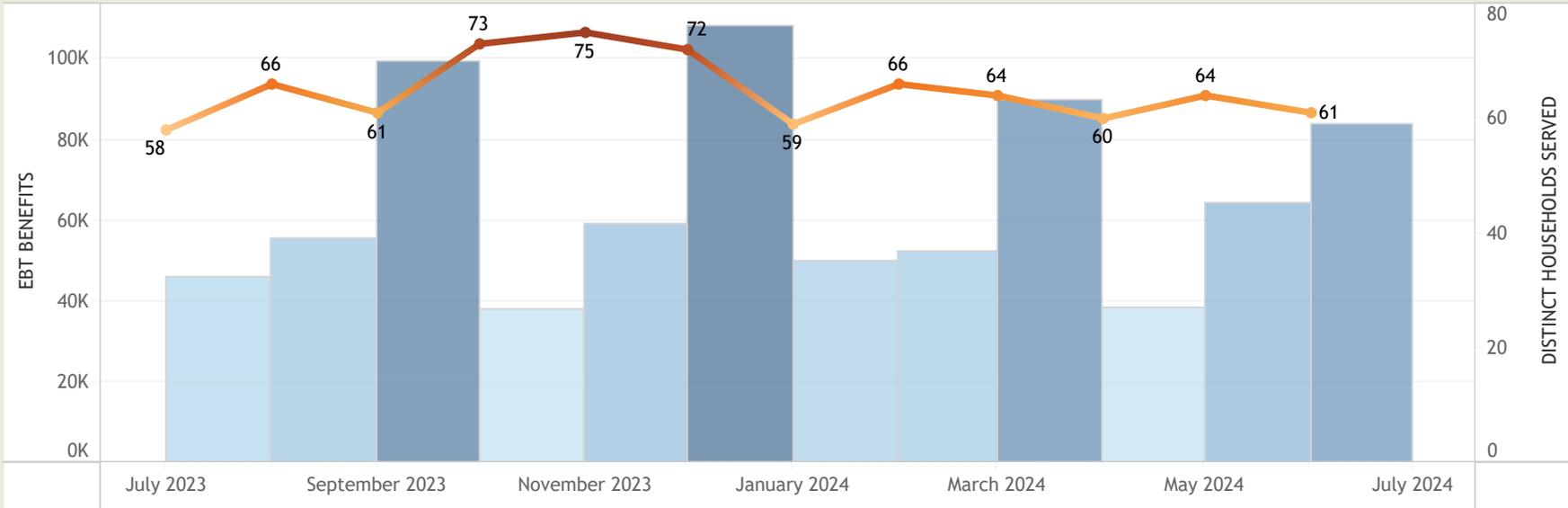
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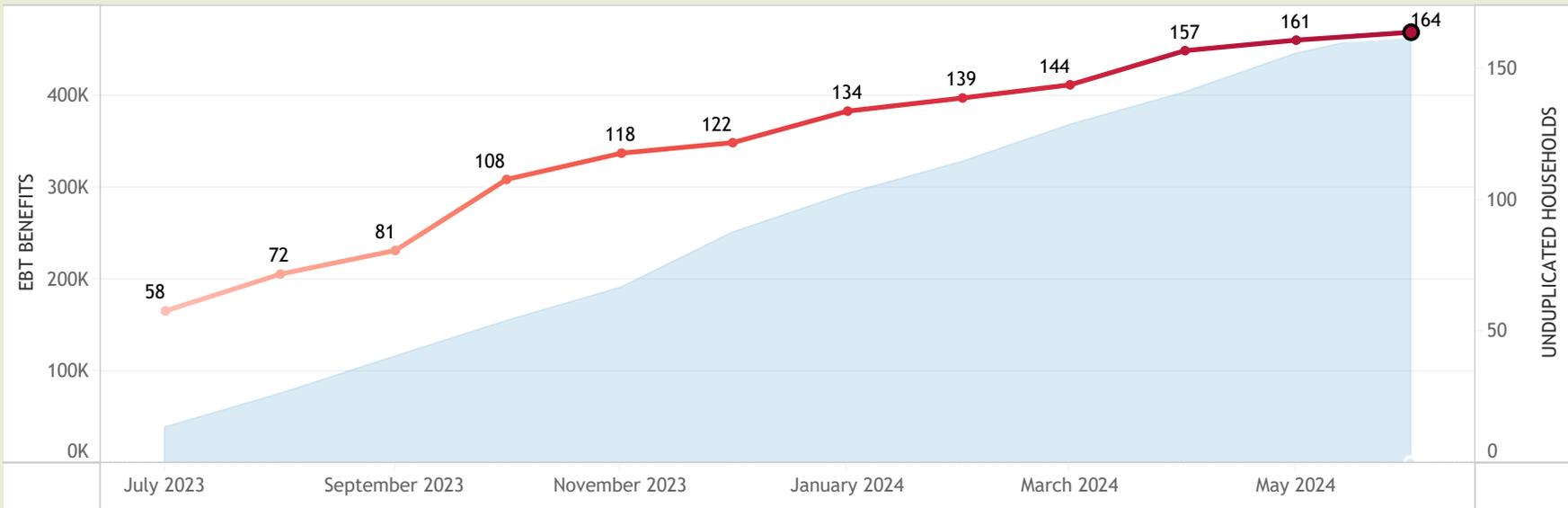
City and County Attorney

# Colorado Works/TANF

## Net Monthly TANF Expenditures and Distinct Households Served State Fiscal Year 2023/2024

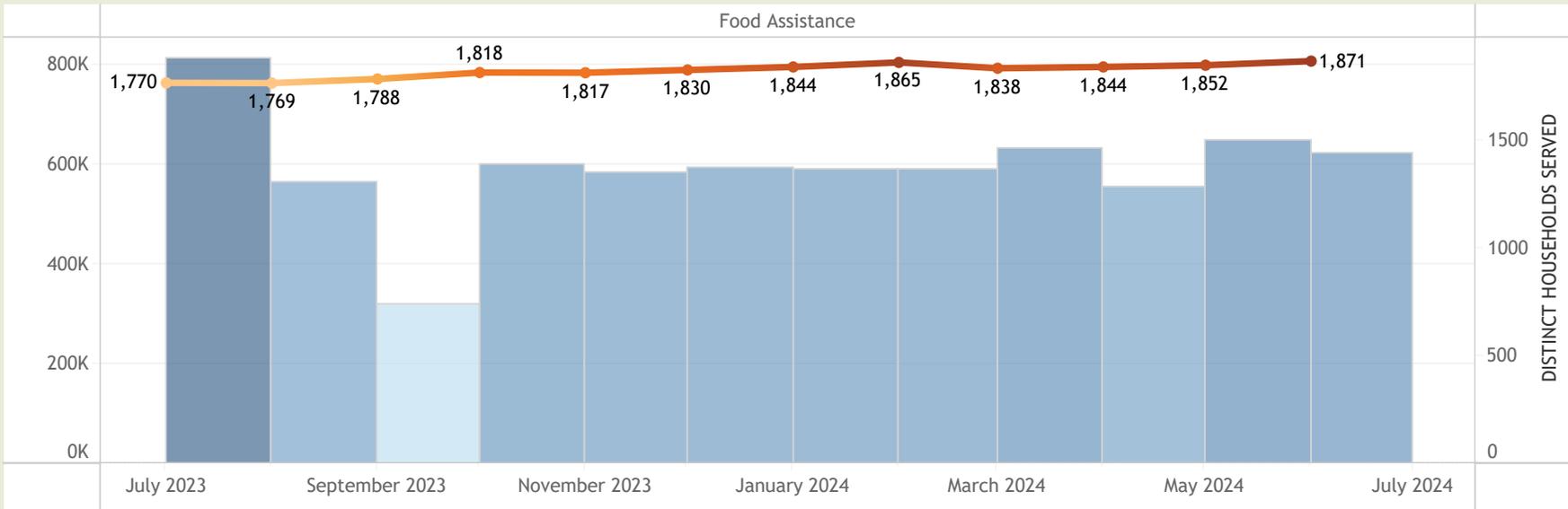


## Cumulative TANF EBT Payments & Unduplicated Households Served State Fiscal Year 2023/2024

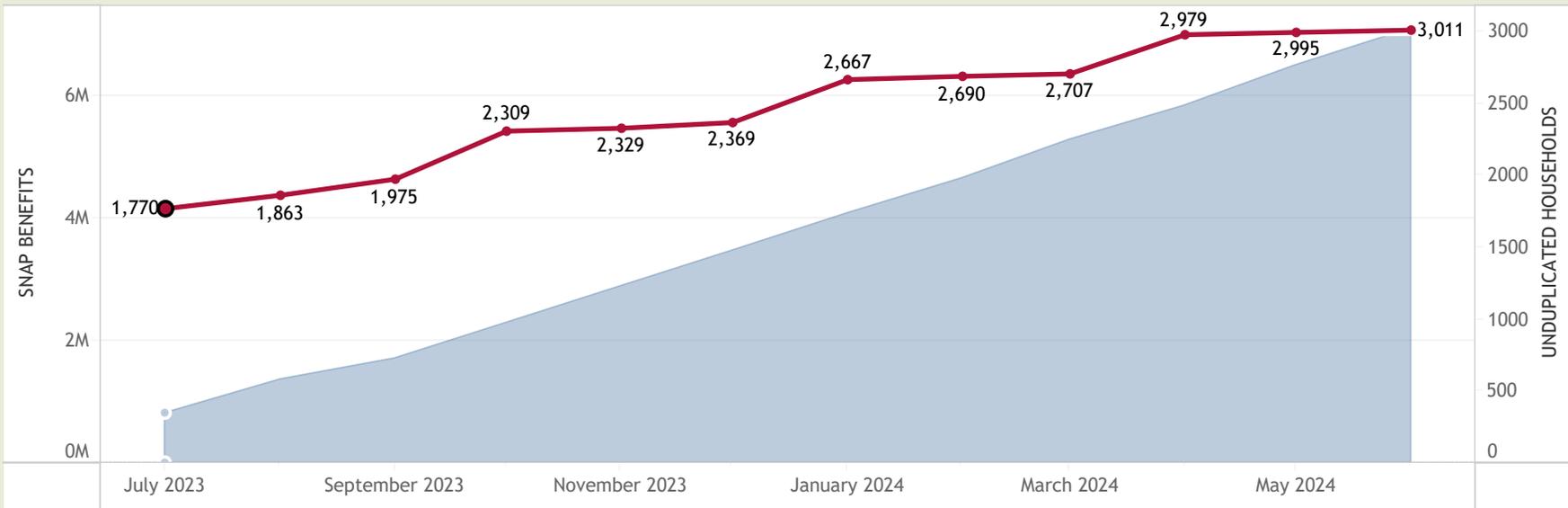


# Food Assistance (SNAP)

## Monthly SNAP Benefit Expenditures & Households Served State Fiscal Year 2023/2024

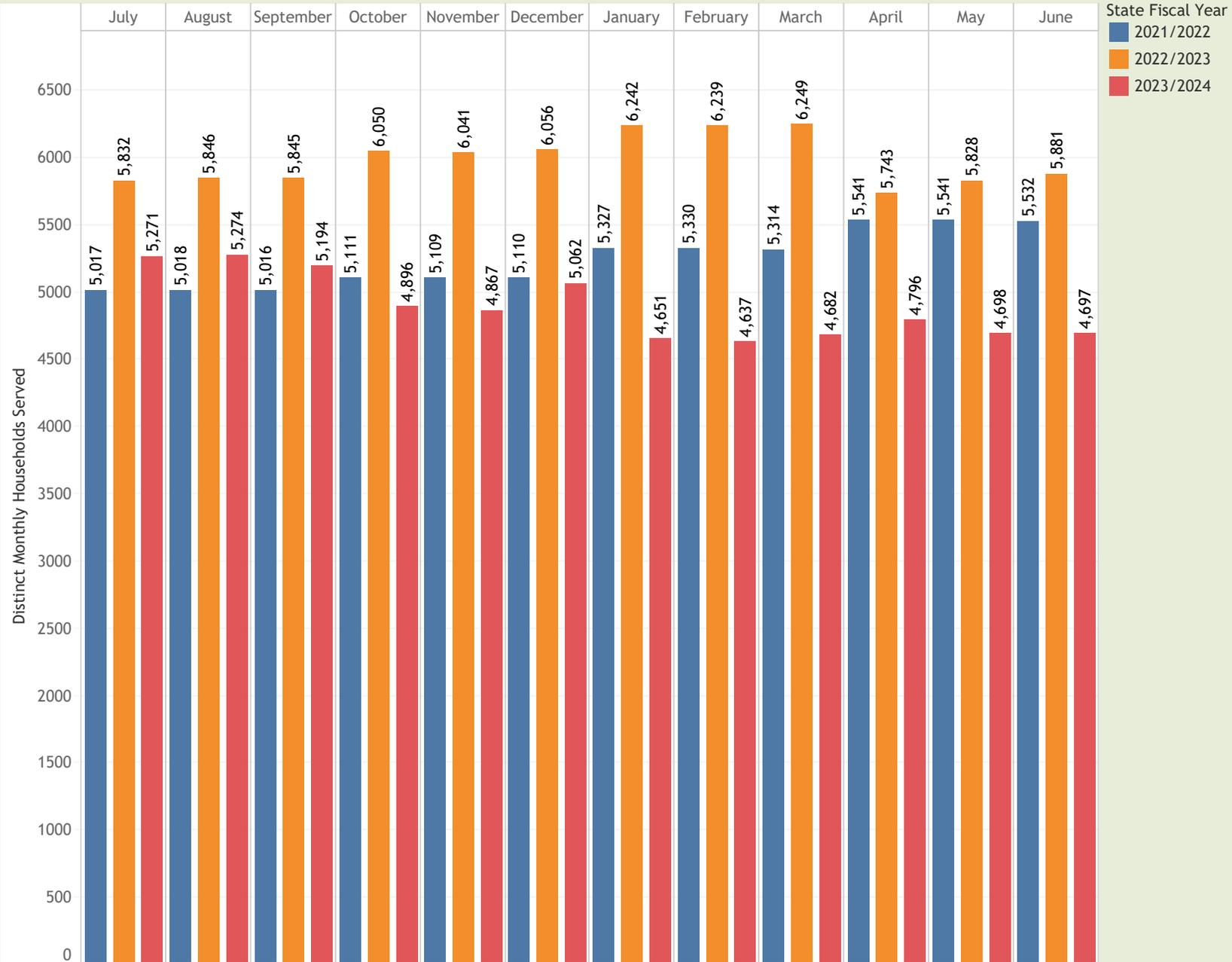


## Cumulative SNAP Benefit Expenditures & Unduplicated Households Served State Fiscal Year 2023 / 2024



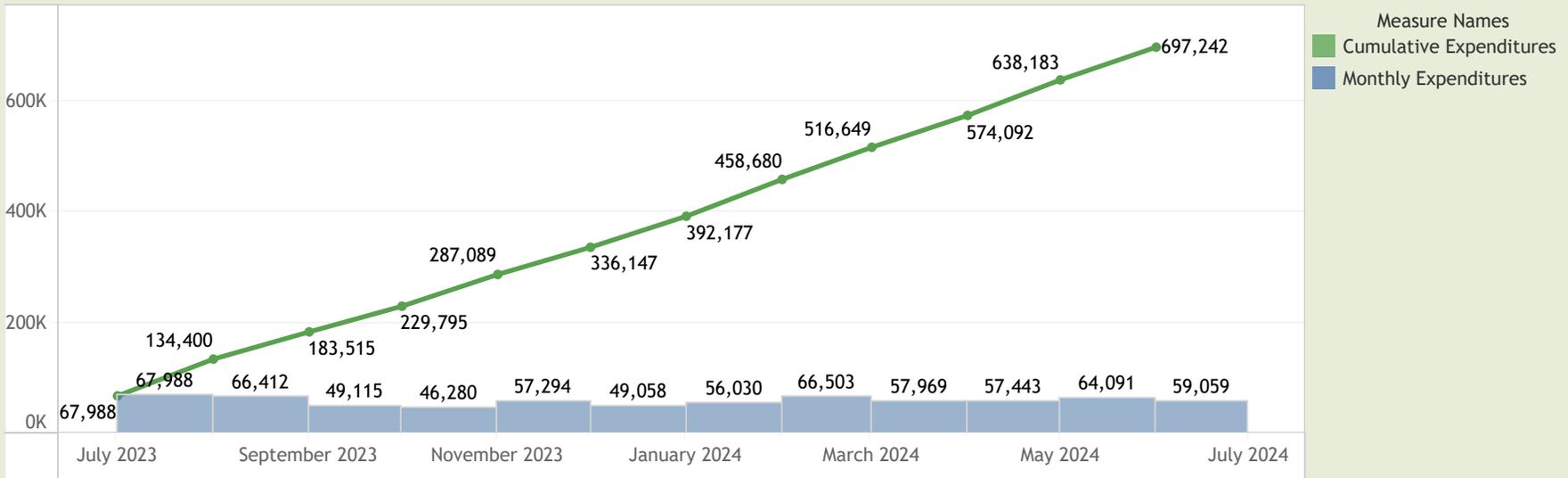
# Medical Assistance Households Served State Fiscal Year - 3 Year Comparison

Attachment 3

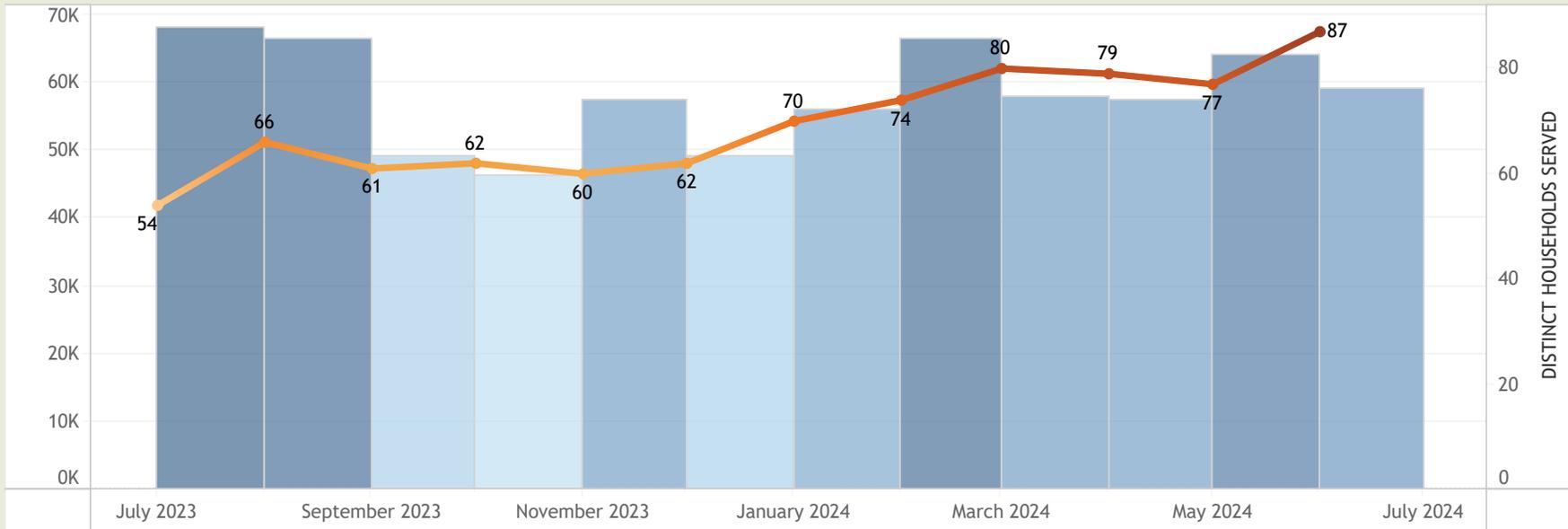


# CO Child Care Assistance Program (CCCAP)

## CCCAP Direct Provider Payments Monthly Actuals & Cumulative State Fiscal Year 2023/2024

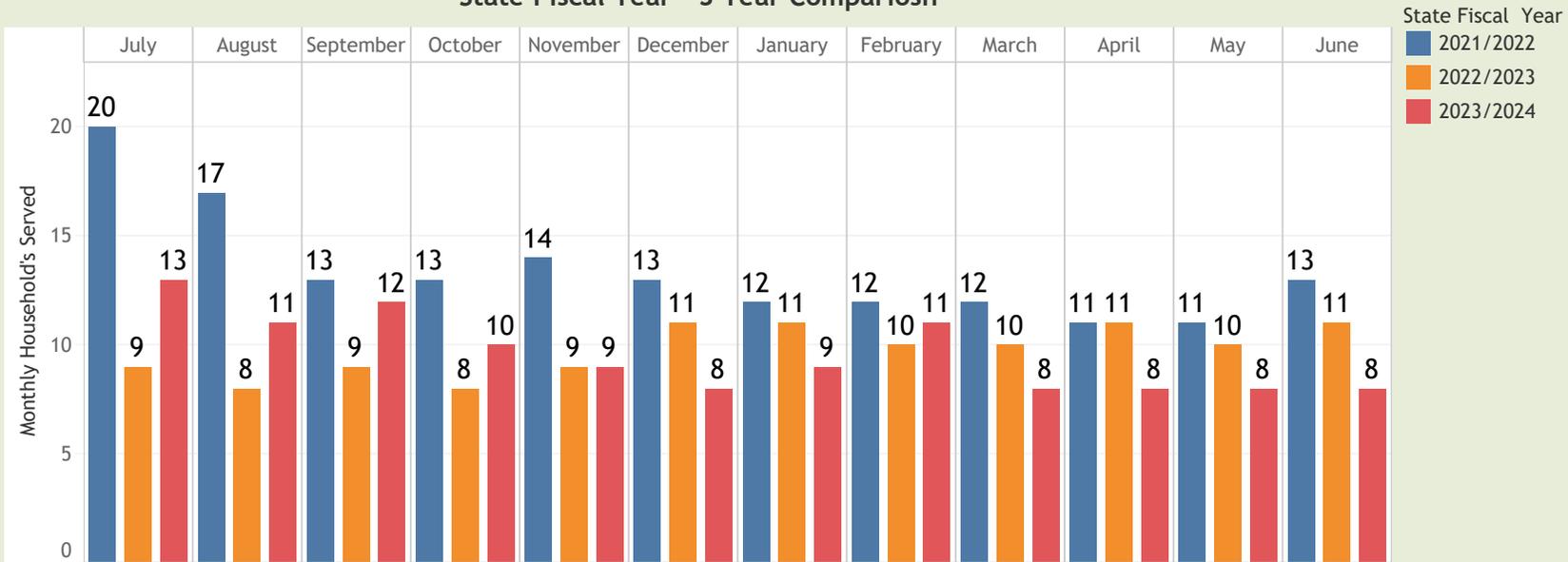


## Monthly Direct CCCAP Provider Payments & Households Served State Fiscal Year 2023/2024

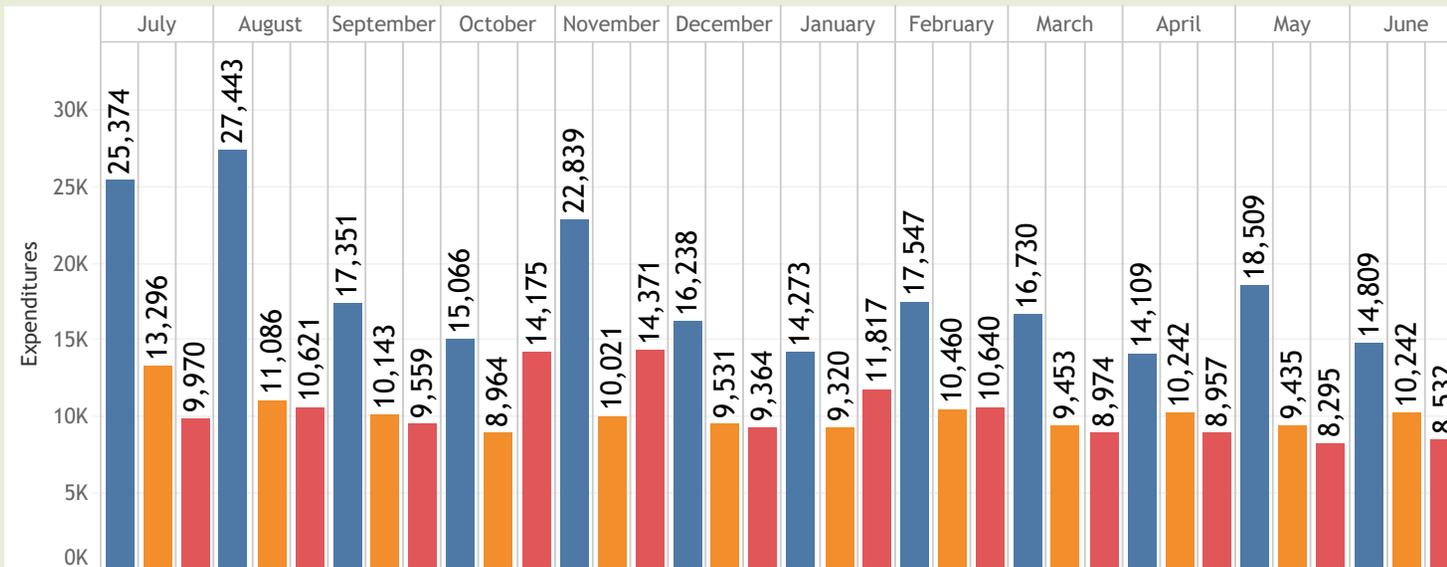


# CHILD WELFARE BLOCK GRANT

## Child Welfare Out of Home Placements State Fiscal Year - 3 Year Comparisn



## Monthly Foster Care Expenditures State Fiscal Year - 3 Year Comparison

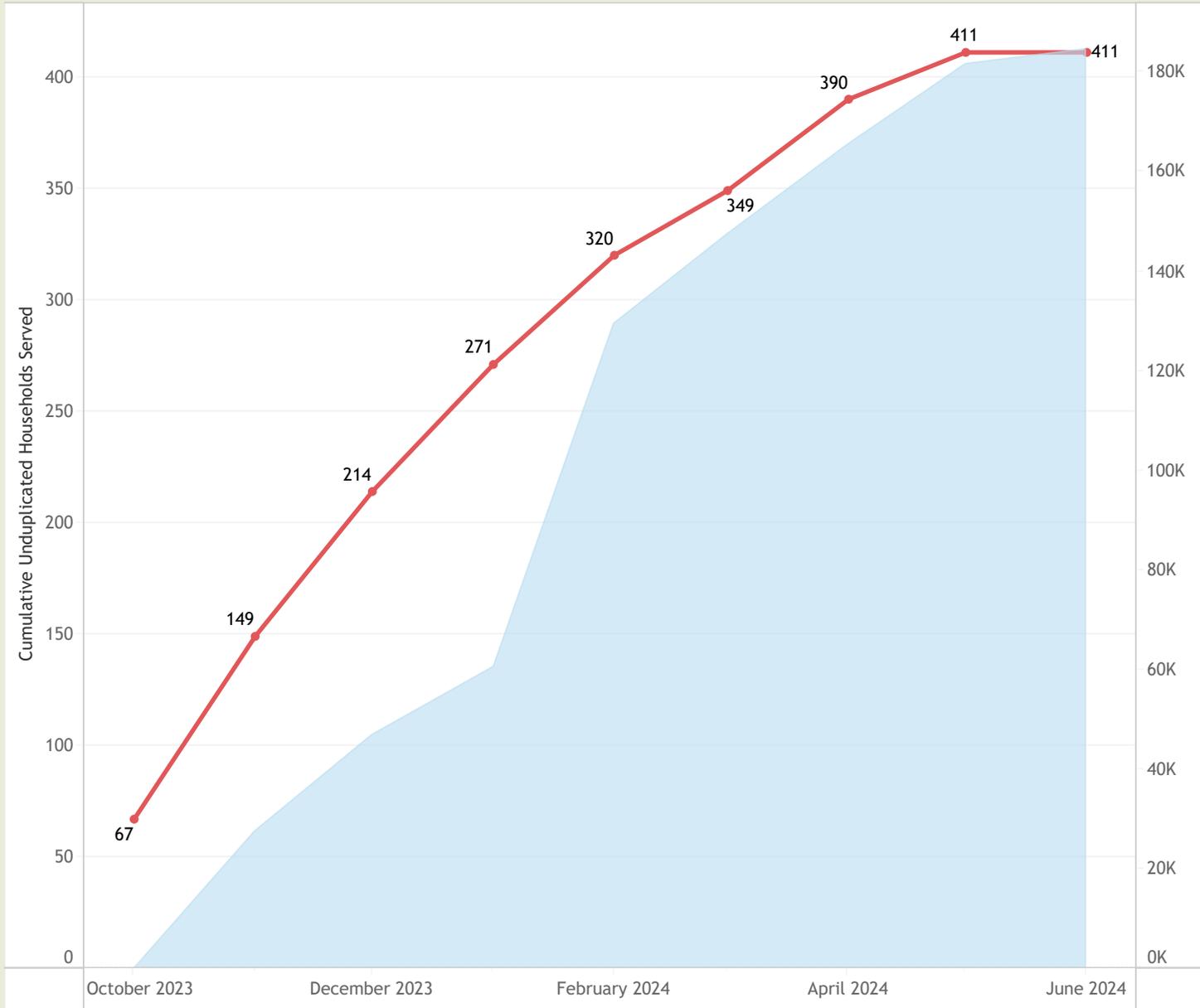


# Low Income Energy Assistance Program

Attachment 6

## LEAP Cumulative Expenditures & Households Served Federal Fiscal Year 23/24

Measure Names  
Cumulative Expenditures  
Cumulative Households Served



**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 1 - CO Works/TANF**

Month	Net Monthly TANF Expenditures	Distinct Households Served
Jul-23	\$ 45,738	58
Aug-23	\$ 55,649	66
Sep-23	\$ 99,420	61
Oct-23	\$ 37,837	73
Nov-23	\$ 58,965	75
Dec-23	\$ 108,350	72
Jan-24	\$ 49,834	59
Feb-24	\$ 52,348	66
Mar-24	\$ 89,760	64
Apr-24	\$ 38,313	60
May-24	\$ 64,248	64
Jun-24	\$ 83,887	61

Month	Cumulative TANF EBT Payments	Unduplicated Households Served
Jul-23	\$ 38,818	58
Aug-23	\$ 76,344	72
Sep-23	\$ 115,548	81
Oct-23	\$ 154,377	108
Nov-23	\$ 191,489	118
Dec-23	\$ 250,928	122
Jan-24	\$ 294,173	134
Feb-24	\$ 329,325	139
Mar-24	\$ 368,220	144
Apr-24	\$ 404,209	157
May-24	\$ 447,032	161
Jun-24	\$ 475,294	164

**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 2 - Food Assistance (SNAP)**

Month	Monthly SNAP Benefit Expenditures	Distinct Households Served
Jul-23	\$ 814,033	1,770
Aug-23	\$ 564,994	1,769
Sep-23	\$ 319,170	1,788
Oct-23	\$ 600,225	1,818
Nov-23	\$ 584,677	1,817
Dec-23	\$ 593,853	1,830
Jan-24	\$ 591,358	1,844
Feb-24	\$ 591,326	1,865
Mar-24	\$ 630,965	1,838
Apr-24	\$ 555,400	1,844
May-24	\$ 649,587	1,852
Jun-24	\$ 622,894	1,871

Month	Cumulative SNAP Benefit Expenditures	Unduplicated Households Served
Jul-23	\$ 814,033	1,770
Aug-23	\$ 1,379,027	1,863
Sep-23	\$ 1,698,197	1,975
Oct-23	\$ 2,298,422	2,309
Nov-23	\$ 2,883,099	2,329
Dec-23	\$ 3,476,952	2,369
Jan-24	\$ 4,068,310	2,667
Feb-24	\$ 4,659,636	2,690
Mar-24	\$ 5,290,602	2,707
Apr-24	\$ 5,846,001	2,979
May-24	\$ 6,495,588	2,995
Jun-24	\$ 7,118,482	3,011

**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 3 - Medical Assistance Households Served**

Month	Distinct Monthly Households Served
Jul-21	5,017
Aug-21	5,018
Sep-21	5,016
Oct-21	5,111
Nov-21	5,109
Dec-21	5,110
Jan-22	5,327
Feb-22	5,330
Mar-22	5,314
Apr-22	5,541
May-22	5,541
Jun-22	5,532
Jul-22	5,832
Aug-22	5,846
Sep-22	5,845
Oct-22	6,050
Nov-22	6,041
Dec-22	6,056
Jan-23	6,242
Feb-23	6,239
Mar-23	6,249
Apr-23	5,743
May-23	5,828
Jun-23	5,881
Jul-23	5,271
Aug-23	5,274
Sep-23	5,194
Oct-23	4,896
Nov-23	4,867
Dec-23	5,062
Jan-24	4,651
Feb-24	4,637
Mar-24	4,682
Apr-24	4,796
May-24	4,698
Jun-24	4,697

**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 4 - Colorado Child Care Assistance Program (CCCAP)**

<b>Month</b>	<b>Cumulative Provider Payments</b>	
Jul-23	\$	67,988
Aug-23	\$	134,400
Sep-23	\$	183,515
Oct-23	\$	229,795
Nov-23	\$	287,089
Dec-23	\$	336,147
Jan-24	\$	392,177
Feb-24	\$	458,680
Mar-24	\$	516,649
Apr-24	\$	574,092
May-24	\$	638,183
Jun-24	\$	697,242

<b>Month</b>	<b>Monthly Direct Provider Payments</b>		<b>Distinct Households Served</b>
Jul-23	\$	67,988	54
Aug-23	\$	66,412	66
Sep-23	\$	49,115	61
Oct-23	\$	46,280	62
Nov-23	\$	57,294	60
Dec-23	\$	49,058	62
Jan-24	\$	56,030	70
Feb-24	\$	66,503	74
Mar-24	\$	57,969	80
Apr-24	\$	57,443	79
May-24	\$	64,091	77
Jun-24	\$	59,059	87

**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 5 - Child Welfare Block Grant**

Month	Monthly Out of Home Placements	Monthly Foster Care Expenditures
Jul-21	20	\$ 25,374
Aug-21	17	\$ 27,443
Sep-21	13	\$ 17,351
Oct-21	13	\$ 15,066
Nov-21	14	\$ 22,839
Dec-21	13	\$ 16,238
Jan-22	12	\$ 14,273
Feb-22	12	\$ 17,547
Mar-22	12	\$ 16,730
Apr-22	11	\$ 14,109
May-22	11	\$ 18,509
Jun-22	13	\$ 14,809
Jul-22	9	\$ 13,296
Aug-22	8	\$ 11,167
Sep-22	9	\$ 10,143
Oct-22	8	\$ 8,964
Nov-22	9	\$ 10,021
Dec-22	11	\$ 9,531
Jan-23	11	\$ 9,320
Feb-23	10	\$ 10,460
Mar-23	10	\$ 9,453
Apr-23	11	\$ 10,242
May-23	10	\$ 9,435
Jun-23	11	\$ 10,242
Jul-23	13	\$ 9,970
Aug-23	11	\$ 10,621
Sep-23	12	\$ 9,559
Oct-23	10	\$ 14,175
Nov-23	9	\$ 14,371
Dec-23	8	\$ 9,364
Jan-24	9	\$ 11,817
Feb-24	11	\$ 10,640
Mar-24	8	\$ 8,974
Apr-24	8	\$ 8,957
May-24	8	\$ 8,295
Jun-24	8	\$ 8,532

**Social Services Expenditures 2024 Q2**  
**Tabular Data of Attachments 1 through 6**

**Attachment 6 - Low Income Energy Assistance Program - Federal Fiscal Year**

<b>Month</b>	<b>Cumulative Expenditures</b>	<b>Unduplicated Households Served</b>
Oct-23	\$ -	67
Nov-23	\$ 26,910	149
Dec-23	\$ 46,419	214
Jan-24	\$ 60,245	271
Feb-24	\$ 128,888	320
Mar-24	\$ 146,886	349
Apr-24	\$ 165,089	390
May-24	\$ 181,294	411
Jun-24	\$ 184,187	411



**Proposed Resolution Construction Agreement for Police Evidence Storage Building**

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Consent Items Item: 6E
Presented By	
Katie Allen	
Community Goals	

## Overview

[View Correspondence](#)

The memo is requesting approval of a construction agreement with Summit Partners, Ltd. (Summit), for the 4-Door Steel Garage for Housing Evidentiary Vehicles. In April 2024, Broomfield completed a competitive selection process by Request for Bid Proposal for the design and construction of the project, and Summit submitted the highest-scoring and lowest-cost proposal.

### **Attachments**

[Memo\\_Construction Agreement with Summit Partners\\_PD Evidence Storage.pdf](#)

[Resolution 2024-130.pdf](#)

[Construction Agreement for signature - ZZ signed \(1\).pdf](#)

## Summary

[View Correspondence](#)

The project will construct a four-bay garage at 12500 West 112th Avenue to store evidentiary vehicles for the Investigations Division of the Broomfield Police Department. The building site is located on City and County of Broomfield property at the west end of W. 112th Avenue, west of Simms Street and south of the Broomfield Detention Center, next to the Police shooting range.



Vehicles are often a major piece of evidence in serious crimes such as homicides. Currently, the Police Department does not have a secure indoor area to store evidentiary vehicles while they are held for processing. While the Department has an outdoor impound yard next to the proposed building site, vehicles that need to be kept out of the elements or in a more secure area prior to forensic evidence processing must be moved into the single sally port at the police building. The sally port is a shared space used for many other purposes and not a secure evidence-holding area. The 17th Judicial District Attorney's Office has mandated a solution be found for the secure storage and processing of evidentiary vehicles as soon as possible. When storing intake vehicles, staff must minimize potential safety hazards and the disturbance of evidence as regulated by statutory requirements. The four-bay building will allow up to four vehicles and

large bulk evidence to be stored and preserved for forensic processing. The project would bring the Police Department into compliance with the storage standards for evidence and property obtained during the course of duties, which will help criminal cases be prosecuted successfully.

Construction of the new facility includes minor site grading; soil subgrade preparation; drilled pier installation; construction of a concrete slab on grade, concrete apron, and 25-foot long drive; and the fabrication, delivery, and complete assembly of a four-bay, galvanized steel storage building. To reduce cost, the 49-foot long and 30-foot wide prefabricated building will be wood framed. It will have three 8-foot bays and one 12-foot bay with overhead doors and exterior bollards, R-7 roof and wall insulation, steel roof and wall panels, a personnel door, industrial grade locks, electrical outlets, and interior and exterior lighting. A new electrical service will be installed to power electrical heating units in the garage bays. The building will be a sturdy, stand-alone garage that does not require routine maintenance or cleaning. No employees will be assigned to work in the building full-time. It is anticipated the facility will be occupied an average of three hours per month, and it will not have running water. The proposed new Police Department building program does not include space for vehicle evidence storage



The original request for bid proposal (RFBP) for design and construction was issued in August 2023; however, no proposals were received. The prebid meeting was well attended, but attendees determined the project budget was inadequate for the scope of work. On March 12, 2024, the project budget was increased by the City Council as part of the first revision to the 2024 CIP budget. A second RFBP was issued on March 28, 2024. Two proposals were received by the April 16, 2024, deadline, and the design-build team of Collab Architecture, LLC (Collab), and Summit Partners, LLC (Summit), submitted the highest scoring and lowest cost proposal. On July 16, 2024, Broomfield entered into a consulting agreement with Collab, and the design was completed in early September 2024.

Proposed Resolution No. 2024-130 would authorize an agreement with Summit for \$244,183 to construct a storage garage for evidentiary vehicles and large bulk evidence for the Broomfield Police Department.

If the agreement is approved on September 24, 2024, a construction start date will be negotiated with the contractor, and construction is expected to be complete by December 31, 2024.

## 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 Fund 20 23S0011 (20-70010-55200) 4-Door Steel Garage for Housing Evidentiary Vehicles	\$250,000
Realized Project Cost Savings	\$93,000
<b>Construction Budget Total</b>	<b>\$343,000</b>
Design (Collab Architecture)	-63,055
Building Construction (Summit Partners)	-\$244,183
Construction Contingency (10%)	-\$24,442
Geotechnical Observation and Materials Testing (Ground Engineering)	\$9,000
<b>Total Use of Funds</b>	<b>\$340,680</b>
<b>Projected Balance</b>	<b>\$2,320</b>

## Prior Council or Other Entity Actions

Council previously authorized additional funds in the [2024 Revised Budget](#) for the 4-Door Steel Garage for Housing Evidentiary Vehicles project.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

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

**That Resolution 2024-130 be adopted.**

## Alternatives

Decide not to proceed with the project. The Police Department will need to address this issue and the need for secure, indoor evidentiary storage for vehicles.

# RESOLUTION NO. 2024-130

A Resolution Approving a Construction Agreement with Summit Partners, Ltd., for the 4-Door Steel Garage for Housing Evidentiary Vehicles

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 Summit Partners, Ltd., for the 4-Door Steel Garage for Housing Evidentiary Vehicles in the amount not to exceed \$244,183, 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 the aggregate amount not to exceed ten percent of the current contract price.

## Section 4.

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

Approved on September 24, 2024.

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 SUMMIT PARTNERS, LTD. FOR THE 4-DOOR STEEL GARAGE FOR HOUSING  
EVIDENTIARY VEHICLES

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 Summit Partners, Ltd. (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 4-Door Steel Garage for Housing Evidentiary Vehicles completed a competitive selection process by Request for Bid Proposal issued on March 28, 2024 (“RFBP”).
  - 2.2. The Contractor’s response to the above-referenced RFBP 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, an excerpt of the Contractor’s Proposal dated April 22, 2024, attached hereto as Exhibit A;
    - 3.2.3. The RFBP; and
    - 3.2.4. The Construction Plans for Project No. 23S0011; and
    - 3.2.5. The General Conditions included in the RFBP; and
    - 3.2.6. Any change orders and contract amendments, as applicable; and
    - 3.2.7. The Insurance Requirements attached hereto as Exhibit B,

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 sixty (60) 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 \$244,183 (the “Contract Price”) based upon the unit prices set forth on the excerpt of the Contractor’s Proposal 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. 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 Mohammed Said as the authorized representative of the City under this Agreement. Email address is [msaid@broomfield.org](mailto:msaid@broomfield.org).

5.2 The Contractor designates Zach Zigich as the authorized representative of the Contractor under this Agreement. Email address is [zzigich@summitpartners.build](mailto:zzigich@summitpartners.build).

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

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

11. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

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

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

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

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

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

11.3.3. "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the City, its agents, employees or contractors, including the City's Representative.

11.3.4. "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

- 11.4. Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- 11.5. Price Adjustment. An adjustment in the Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in the Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in the Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- 11.6. Mitigation. An adjustment in Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the City be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- 11.7. Notification of Delay and Recovery. The Contractor shall notify the City as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the City not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact

analysis must be submitted at the time of the request for change order for delay costs.

12. DEFAULT AND DAMAGES. If the Contractor fails to comply with any provision of this Agreement, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the City because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the City may terminate this Contract and the Contractor's right to proceed hereunder. If the City terminates this Contract under this paragraph, the Contractor may, at the option of the City, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the City for services acceptable to the City from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
13. LIQUIDATED DAMAGES. Time is of the essence in completing the Work. Alternatively, and in lieu of actual damages for delay, in the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the City due to delays in completion of the Work. However, the City has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, public inconvenience and additional contract administration costs. Therefore, the Contractor will be liable to the City, as liquidated damages (and not as a penalty), in the amount of \$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.]*

CONTRACTOR:

Summit Partners, Ltd.

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

Name: Zach Zigich, Principal

Address: 102 E 1st Street, Suite 250

Loveland, CO 80537

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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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A  
SCOPE OF WORK

## PROJECT UNDERSTANDING

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Summit Partners is budgeting for a new 1500 square foot storage building. This price is for design and installation of a traditional wood framed building located on the West end of 112<sup>th</sup> and Simms street in Broomfield Colorado.

## SCOPE OF WORK

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### DESIGN SERVICES

N/A

### DIVISION 1 – GENERAL CONDITIONS

1. Project site management services:
  - a. Part-Time Project Manager
  - b. Full-Time Project Superintendent
2. Construction facilities and equipment:
  - a. Portable toilets
  - b. Dumpsters and trash removal
3. Insurance:
  - a. General Liability
4. Final building cleaning

### DIVISION 1 – 3<sup>rd</sup> PARTY TESTING and SURVERYING

1. 3<sup>rd</sup> Party Testing and Special Inspections on an allowance basis for the following:
  - a. Soils field density testing
  - b. Concrete testing and inspections for foundations and slab on grade
2. Construction surveying
  - a. Building corners, elevations and gridlines for new building

### DIVISION 2 – SITEWORK

1. Earthwork
  - a. Prep existing site for new 1500 square foot pad
  - b. Drill caissons for new foundations
  - c. SOG prep and prep for 8' concrete apron along end wall and sidewall A, and 2' concrete apron along end wall and sidewall B
2. Site concrete
  - a. Furnish and install 6" thick for 8' concrete apron along end wall and sidewall A, and 2' concrete apron along end wall and sidewall B
  - b. Furnish and install 25' long x 12' wide 6" concrete paved driveway
3. Fencing
  - a. Furnish and install (3) 30' sections of 6' chain link fencing with (3) 10' sliding gates
  - b. Furnish and install temp fence throughout duration of project.

### DIVISION 3 – BUILDING CONCRETE

1. Furnish and install building foundation
2. Furnish and install 6" slab on grade

### DIVISION 4 – MASONRY

N/A

### DIVISION 5 – METAL

1. Furnish and install (16) 6" bollards at overhead doors on both sides of door

### DIVISION 6 – WOOD AND CARPENTRY

N/A

### DIVISION 7 – THERMAL AND MOISTURE PROTECTION

1. 2.5" MBI roof and wall insulation included

### DIVISION 8 – DOORS AND WINDOWS

1. Furnish and install (1) 3' x 7' hollow metal door and frame
2. Furnish and install (1) 12' x 12' overhead doors
3. Furnish and install (3) 8' x 8' overhead doors
4. Industrial grade locks on all doors

### DIVISION 9 – FINISHES

1. Paint (1) hollow metal door and frame
2. Paint 16 bollards at overhead door

### DIVISION 10 – SPECIALTIES

N/A

### DIVISION 11 – EQUIPMENT

N/A

### DIVISION 12 – FURNISHING

N/A

### DIVISION 13 – SPECIAL CONSTRUCTION

1. Supply and erect new 1,500 sf traditional wood framed building with a 14' low eave and a. 4:12 pitch on a gabled roof
2. Furnish and install 26 gauge screw down roof and wall panels

### DIVISION 15 – PLUMBING

N/A

## DIVISION 15 – HVAC

1. Louvers and ventilation as needed

## DIVISION 16 – ELECTRICAL

2. Furnish and install new electrical service from existing power located onsite
  - a. 100 amp panel, feed from an assumed 50'
  - b. Excludes new service/transformer from service provider. That piece will need to be designed by service provided up completion of permit drawings
3. LED lights (2 per bay)
4. Exterior wall security lights
5. Furnish and install electric unit heaters

**City of Broomfield Evidence Storage**

DIV. 1 Design & Engineering	\$ -
DIV. 1 3rd Party Testing, Inspections & Survey	\$ -
DIV. 1 Gen. Conditions	\$ 34,063
DIV. 1 Temporary Facilities & Controls	\$ 2,625
DIV. 1 Permits & Fees	\$ -
DIV. 1 Insurance	\$ 4,519
DIV. 2 Demolition	\$ -
DIV. 2 Earthwork	\$ 7,500
DIV. 2 Utilities	\$ -
DIV. 2 Asphalt Paving	\$ -
DIV. 2 Site Concrete	\$ 9,500
DIV. 2 Fencing	\$ 17,500
DIV. 2 Landscaping & Irrigation	\$ -
DIV. 3 Concrete	\$ 14,063
DIV. 4 Masonry	\$ -
DIV. 5 Metals	\$ 4,576
DIV. 6 Wood & Plastics	\$ -
DIV. 7 Thermal & Moisture Protection	\$ 6,250
DIV. 8 Door & Window	\$ -
DIV. 9 Finishes	\$ 1,875
DIV. 10 Specialties	\$ -
DIV. 11 Equipment	\$ -
DIV. 12 Furnishings	\$ -
DIV. 13 Special Construction	\$ 92,608
DIV. 14 Conv. Sys.	\$ -
DIV. 15 Fire Sprinkler	\$ -
DIV. 15 Plumbing	\$ -
DIV. 15 HVAC	\$ 4,375
DIV. 15 Refrigeration	\$ -
DIV. 16 Electrical	\$ 44,730
DIV. 16 Low Voltage	\$ -
<b>Total - Construction Cost:</b>	<b>\$ 244,183</b>

EXHIBIT B  
INSURANCE REQUIREMENTS

**CITY and COUNTY of BROOMFIELD INSURANCE REQUIREMENTS - Including Pollution Liability**

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

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

<b>Insurance Requirements - Including Pollution Liability</b>		
	<b>COVERAGES AND LIMITS OF INSURANCE</b>	<b>Required</b>
1.	<p><b>Commercial General Liability</b></p> <ul style="list-style-type: none"> <li>Commercial General Liability insurance covering all operations by or on behalf of the contractor/vendor on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability.</li> </ul> <p><b>Note: For contracts involving vendor/contractor contact with minors or at risk adults Sexual Abuse and Misconduct Coverage should be included in the coverage requirements.</b></p>	<p>Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate (Per project aggregate for construction contracts)</li> <li>\$2,000,000 Products/Completed Operations Aggregate (for construction projects, this coverage should be maintained for a minimum of 3 years from the end of the project)</li> </ul>
2.	<p><b>Automobile Liability</b></p> <ul style="list-style-type: none"> <li>Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos).</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 each accident combined single limit.</li> <li>If hazardous materials are transported, an MCS 90 form shall be included on the policy.</li> </ul>
3.	<p><b>Workers' Compensation</b></p> <ul style="list-style-type: none"> <li>Workers' Compensation Insurance as required by State statute, covering all Vendors/Contractors employees acting within the course and scope of their employment.</li> </ul> <p><b>Note: This requirement shall not apply when a contractor or subcontractor is exempt under the Colorado Workers' Compensation Act AND when such contractor or subcontractor provides an appropriate sole proprietor letter.</b></p>	<p>Employer's Liability with Minimum Limits:</p> <ul style="list-style-type: none"> <li>\$100,000 Each Accident</li> <li>\$100,000 Each Employee by Disease</li> <li>\$500,000 Disease Aggregate</li> </ul>
4.	<p><b>Environmental Liability Insurance</b></p> <ul style="list-style-type: none"> <li>Contractor/Vendor will purchase an environmental liability policy covering bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from contractor/vendors operations and completed operations.</li> </ul>	<p>Minimum Limit:</p> <ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence/Aggregate</li> </ul>
<p><b>Additional Insured - The following shall be named an Additional Insured:</b> The City and County of Broomfield, its officers, board members, agents, employees and volunteers acting within the scope of their duties for the City and County of Broomfield shall be named as Additional Insured on all Commercial General Liability, Pollution Liability, Umbrella Liability and Automobile Liability Insurance policies (construction contracts require Additional Insured coverage for completed operations). A Waiver of Subrogation is provided in favor of the Additional Insureds as respects to all policies.</p> <p><b>Certificate Holder is:</b>  City and County of Broomfield  One DesCombes Drive  Broomfield, CO 80020-2495  <a href="mailto:certificates@broomfield.org">certificates@broomfield.org</a></p>		

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



**Proposed Resolution supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override**

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Consent Items Item: 6F
Presented By	
Danee Brouillard	
Community Goals	

## Overview

[View Correspondence](#)

The memo seeks approval of Resolution 2024-146, which advocates for the proposed bond measure and mill levy override by Adams 12 Five Star Schools. It also conveys the City Council's support and urges Broomfield voters in the school district to cast their votes in favor of the proposed \$830 million bond measure for Adams 12 Five Star Schools.

### **Attachments**

[Memo - Supporting of Adams 12 Five Star Schools' Proposed Bond Measure and Mill Levy Override \(1\).pdf](#)  
[Resolution 2024-146 - Support of Adams 12 Ballot Measure.pdf](#)

# Summary

[View Correspondence](#)

Rocky Mountain Partnership has requested City Council consider supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override for the November 2024 ballot. The attached resolution encourages Broomfield voters in the school district to approve the \$830 million bond for facilities and the 8.129 mill levy increase for operations, benefiting the educational infrastructure and programs of Adams 12 schools.

**Background:** Adams 12 Five Star Schools serves approximately 36,000 students, including a significant number of students who reside in Broomfield. The district is facing increasing demands with limited funding to address aging facilities, operational needs, and competitive compensation for educators. The last voter-approved funding measure for the district passed in 2018, and the district's needs have grown since that time.

The Adams 12 Board of Education has placed a bond and mill levy override on the November 2024 ballot aimed at addressing these challenges. The bond measure seeks \$830 million to invest in safety improvements, repair aging infrastructure, and expand career and technical education facilities. The mill levy increase would provide \$34.5 million annually to support operations, including competitive salaries for educators, expanded access to special classes, and hands-on career and technical education courses.

**Impact on Broomfield:** Approval of these funding measures will directly benefit Adams 12 students and their families who reside in Broomfield, as well as the entire Broomfield community. The proposed improvements will enhance the quality of education, help attract and retain high-quality teachers, and prepare students for the workforce by equipping them with skills aligned with emerging industries.

By supporting this resolution, City Council signals its commitment to fostering a high-quality public education system, which is essential to Broomfield's social, economic, and public health and safety outcomes. The investment in Adams 12 will ensure a better future for our community by preparing students to succeed in a competitive job market and become the next generation of leaders.

## Financial Considerations

N/A

## Prior Council or Other Entity Actions

[Resolution 2008-179](#): City Council approved a resolution supporting the 2008 Adams 12 Five Star Schools' proposed mill levy override and bond issue.

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

If Council desires to support the resolution as outlined above, the appropriate motion is...  
**That Resolution 2024-146 be adopted.**

## **Alternatives**

Council may take no action or amend this resolution to oppose this legislation.

# RESOLUTION NO. 2024-146

A resolution supporting Adams 12 Five Star Schools' proposed bond measure and mill levy override.

## Recitals.

Whereas, high-quality public education is critical to fostering a vibrant community and social and economic prosperity, preparing young people for the workforce, developing future leaders, and furthering public health, safety, and welfare; and

Whereas, Adams 12 Five Star Schools ("Adams 12") provides public education to around 36,000 students, many of whom reside in Broomfield; and

Whereas, Adams 12 is facing increasing demands with respect to programming and facilities and diminishing or flattening funding sources; and

Whereas, adequate funding for operations and facilities is essential for Adams 12 to provide a high-quality public education to its students; and

Whereas, the last Adams 12 voter-approved funding measure was passed in 2018; and

Whereas, on August 28, 2024, the Adams 12 Board of Education unanimously approved placing on the November 2024 ballot an \$830 million bond measure for facilities and an 8.129 mill levy increase that would raise \$34.5 million for operations; and

Whereas, the bond measure would enable Adams 12 to invest in improving school safety; replacing aging roofs, heating, cooling, and plumbing systems; repairing and improving school grounds; rebuilding and modernizing aging schools; and expanding career and technical educational facilities; and

Whereas, the mill levy override would allow Adams 12 to ensure a high-quality education and attract and retain top-tier talent, including by providing more competitive salaries; expand access to more special classes for elementary students, including computer science at all schools; and provide hands-on courses, such as architectural design, aviation, and engineering that equip students with skills aligned with emerging industries, as well as exploratory career and technical education classes for middle school grades, allowing students to discover interests in business and entrepreneurship, computer science, robotics, and digital arts, family and consumer sciences, pre-engineering, and construction trades; and

Whereas, approval of these funding measures would substantially benefit Adams 12 students and parents who reside in Broomfield as well as the entire community, now and in the future.

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

**Section 1.**

The City Council expresses its support for, and encourages Broomfield voters to vote yes on, Adams 12 Five Star Schools’ proposed \$830 million bond measure for facilities and 8.129 mill levy increase for operations to help further the district’s educational objectives and ability to provide high-quality public education to its students, including those who live in Broomfield.

**Section 2.**

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

Approved on September 24, 2024.

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

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City and County Attorney



City Council's Consideration of an Intergovernmental Agreement for a repayable loan to BURA for Event Center demolition and a related budget amendment

Item 7A will be heard concurrently with Item 7B

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Action Items Item: 7A
Presented By	
Jeff Romine, Economist & Director	
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

# Overview

[View Correspondence](#)

The purpose of Items 7A and 7B is for City Council's and BURA's consideration of a Cooperation Agreement and issuance of a loan by the City and County of Broomfield to the BURA for the purpose of funding the immediate demolition of the event center building and prepare the site for redevelopment. If approved, a budget amendment for both Broomfield and BURA is required.

Proposed Resolution 2024-144 would approve the Cooperation Agreement for Broomfield and authorize the issuance of the loan to BURA. Proposed Resolution 2024-145-UR would approve the Cooperation Agreement for BURA and authorize BURA to accept a loan from the Broomfield.

The City Council has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023. The BURA Board has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

Proposed Resolution No. 2024-113 is the needed 2024 budget amendment for Broomfield. Proposed Resolution No. 2024-114 UR is the needed 2024 budget amendment for BURA.

### Attachments

- [Memo for an Cooperation Agreement and Budget Amendments Related to Financing Demolition of Event Center 092424.pdf](#)
- [Resolution 2024-144 Cooperation Agreement Financing Demolition of Event Center.pdf](#)
- [Resolution No. 2024-113 Second Amendment to the 2024 Budget.pdf](#)
- [Cooperation Agreement - Financing the Demolition of the Event Center 9-24-2024.pdf](#)

# Summary

[View Correspondence](#)

## Cooperation Agreement for a Loan from Broomfield to BURA

In previous actions and direction, the Broomfield City Council (City Council) and the Broomfield Urban Renewal Authority (BURA) Board approved the termination of the operator agreement for the Broomfield Event Center (also known as the 1st Bank Event Center) and agreements adjusting the continued financial obligations related to the event center property, and provided staff direction to move forward with activities to facilitate a redevelopment of the site for a future mixed-use development.

The BURA Board and the City Council direction is that it is in the best interest of the community to demolish the building and return the property to a site that is ready for development for the following reasons:

- eliminate public safety and property concerns resulting from the facility closure,
- reduce any impacts on the neighboring properties, businesses, and residents,
- facilitate interest for and value of the property, and
- improve the timing for the construction and opening of the future mixed-use development.

BURA, the owner of the event center property and building, issued \$61.0M in bonds to fund the construction of the event center, with a remaining principal balance of \$31.2M (the remaining planned payments principal and interest would total approximately \$38.0M). In addition, there are related financial obligations that support the public parking garage in Arista. BURA remains committed to fund these financial obligations from funds generated within the Wadsworth Interchange Urban Renewal Area (URA).

The annual funds available to BURA generated from within the URA, after meeting all previously approved on-going financial obligations, are insufficient to fund the proposed demolition of the event center building and prepare the site for redevelopment. As such, a loan from Broomfield to BURA is necessary to fund the demolition. Funds to repay the loan, if available, would be generated by BURA from the early retirement of the existing financial obligations due to a redevelopment of the event center site and a sale of the property.

The proposed Cooperation Agreement between Broomfield and BURA is for a repayable loan of \$4.0M to fund the demolition and associated costs. The loan is made with an annual interest rate of 2.0%, and the loan repayment is dependent on BURA having sufficient funds available from the sources identified above.

Proposed Resolution 2024-144 would approve the Cooperation Agreement and authorize the issuance of a loan by the City to the BURA for the purpose of funding the immediate demolition of the event center building and prepare the site for redevelopment.

Proposed Resolution 2024-145-UR would approve the Cooperation Agreement and authorize BURA to accept a loan from the City.

## Broomfield and BURA 2024 Budget Amendments

Related to the loan, both the City Council and BURA will consider amending their respective 2024 budgets.

### CCOB Budget:

The purpose of this section of the memo is to provide City Council with all relevant information regarding the proposed second amendment to the 2024 City and County of Broomfield Budget. The City Council has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

The current proposed resolution reflects additional expenditures related to an advance of funds to the Broomfield Urban Renewal Authority. These funds are intended to cover costs associated with the demolition of the Broomfield Event Center. The intent is for these funds to be paid back, with interest (2% APY), when the Event Center property is sold.

The second amendment summary and CIP fund summary provide an overview of the proposed budget amendment as well as proposed ending fund balances.

- [Capital Improvement Project Fund Summary](#)

**BURA Budget:**

The purpose of this section of the memo is to provide the Broomfield Urban Renewal Authority (BURA) Board with all relevant information regarding the proposed second amendment to the 2024 BURA Budget. The BURA Board has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

The current proposed BURA resolution reflects additional revenues and expenditures related to an advance of funds from the City and County of Broomfield to BURA. These funds are intended to cover costs associated with the demolition of the 1st Bank Event Center. The intent is for these funds to be paid back, with interest (2% APY), when the Event Center property is sold.

The second BURA amendment summary and CIP fund summary provide an overview of the proposed budget amendment as well as proposed ending fund balances.

- [BURA Amd #2 Summary](#)

**Construction Contract for Demolition**

Additionally, BURA will consider at the September 24, 2024 meeting approving a construction contract for the demolition of the event center building (see Agenda Item 7E - Resolution for Approval of a Construction Contract for Demolition of the Broomfield Event Center).

If all required items are approved by City Council and BURA, BURA will be able to proceed with the demolition which is expected to begin in October 2024 and is estimated to take 6 months.

**Financial Considerations**

**Loan from Broomfield to BURA**

Sources and Uses of Funds	Amount
CIP Project Fund (Fund 20)	\$3,973,130
<b>Total Budget</b>	<b>\$3,973,130</b>
Loan proceeds to be deposit in BURA Fund (20-70130-55600)	\$3,973,130
<b>Total Use of Funds</b>	<b>\$3,973,130</b>
<b>Projected Balance</b>	<b>\$0</b>

**Budget Amendments**

As detailed in the linked tables.

## Prior Council or Other Entity Actions

### Council/BURA Actions on the Event Center

On May 23, 2023 BURA approved Resolution No. [2023-45-UR](#) terminating the operator agreement with PEAK Entertainment, LLC.

On [August 27, 2024](#) BURA directed staff to prepare a demolition contract with Colorado Cleanup Corporation to demolish the event center for consideration on September 24, 2024.

### Council/BURA Actions on their Budgets

October 24, 2023: Council approved [Resolution 2023-134](#) adopting the 2024 CCOB Budget; BURA approved [Resolution 2023-135-UR](#) adopting the 2024 City and County of Broomfield Budget

March 7, 2024: Council approved [Resolution 2024-08](#) amending the 2024 CCOB Budget; BURA approved [Resolution 2024-28-UR](#) amending the 2024 BURA Budget

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

### City Council

If Council desires to proceed with the loan, the appropriate motion is...  
That Resolution 2024-144 be adopted.

If Council desires to approve the proposed budget amendment, the appropriate motion is...  
That Resolution 2024-113 be adopted.

### BURA

If the BURA Board desires to proceed with accepting the loan, the appropriate motion is...  
That Resolution 2024-145-UR be adopted.

If the BURA Board desires to approve the proposed budget amendment, the appropriate motion is...  
That Resolution 2024-114-UR be adopted.

## Alternatives

Do not proceed with the loan and delay demolition of the event center until BURA has funds available.

# RESOLUTION NO. 2024-144

A resolution approving a Cooperation Agreement Related to Financing the Demolition of the Broomfield Event Center

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

## Section 1.

The Cooperation Agreement by and between the City and County of Broomfield and the Broomfield Urban Renewal Authority Related to Financing the Demolition of the Broomfield Event Center is hereby approved.

## Section 2.

The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk's Office to attest the Cooperation Agreement 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 September 24, 2024

The City and County of Broomfield, Colorado

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Mayor

Attest:

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Office of the City and County Clerk

Approved as to form:

*NCR*

---

City and County Attorney

# RESOLUTION NO. 2024-113

A resolution authorizing and approving the second amendment to the City and County of Broomfield Budget for the year 2024

## Section 1. Recitals

1.1 Whereas, the City Council, by Resolution No. 2023-134, dated October 24, 2023, adopted the budget for the City and County of Broomfield for the calendar year 2024; and

1.2 Whereas, the City Council, by Resolution No. 2024-08, dated March 7, 2024, amended the budget for the City and County of Broomfield for the calendar year 2024; and

1.3 Whereas, the City Council desires to amend said budget a second time to reflect additional expenditures.

## Section 2. Budget Amendment

Pursuant to Section 12.10 of the Charter for the City of Broomfield and upon certification by the City and County Manager, the Budget for the City and County of Broomfield for the year 2024 is hereby amended as follows.

### 2.1 Capital Improvement Fund

The amount budgeted for Capital Improvement Fund Expenditures is hereby increased by \$3,973,130 from \$62,405,231 to \$66,378,361.

The amount budgeted for Capital Improvement Fund Revenues is unchanged by this amendment.

With this amendment, the projected ending fund balance for the Capital Improvement Fund will be \$12,556,496

## Section 3. Budget Tables

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

## Section 4. Effective Date

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

Approved on September 24, 2024.

The City And County Of Broomfield,  
Colorado

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Mayor

Attest:

---

Office of the City and County Clerk

Approved As To Form:

*NCR*

---

City and County Attorney

**A COOPERATION AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF  
BROOMFIELD AND THE BROOMFIELD URBAN RENEWAL AUTHORITY  
RELATED TO FINANCING THE DEMOLITION  
OF THE BROOMFIELD EVENT CENTER**

1.0 PARTIES. The parties to this Agreement (the “Agreement”) dated as of September 24, 2024, are the **City and County of Broomfield**, a Colorado, a municipal corporation and county (the “City”) and the **Broomfield Urban Renewal Authority**, a body corporate of the State of Colorado (the “Authority”). The City and the Authority are sometimes referred to individually as a “Party” and collectively as the “Parties”.

2.0 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 Constitution and laws of the State of Colorado permit and encourage state and local governmental entities to cooperate with one another to make the most efficient and effective use of their powers and responsibilities.

2.2 Pursuant to Article XIV, Section 18(2) of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, the parties may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each, including the sharing of costs, the imposition of taxes, or the incurring of debt, upon authorization by each of the Parties and approval by the legislative body of each.

2.3 Pursuant to Section 31-25-105 of the Colorado Revised Statutes, the Authority is authorized to borrow money and to apply for and accept loans in order to transact business and exercise its powers as an urban renewal authority.

2.4 The City Council for the City approved and adopted the “Urban Renewal Plan for Wadsworth Interchange Urban Renewal Project” (the “Plan”) when it passed Ordinance 1808 on June 28, 2005.

2.5 Pursuant to the Plan, the Authority may demolish and clear buildings, structures, and other improvements from property within the Plan area in order to carry out the goals of the Plan.

2.6 The Authority owns the Broomfield Event Center located at 11450 Broomfield Lane, Broomfield, Colorado.

2.7 The Broomfield Event Center was permanently closed to the public on November 30, 2023.

2.8 It is in the best interests of the public and the citizen's of Broomfield if the Broomfield Event Center is demolished.

2.9 The Authority has directed staff to solicit a contractor for the demolition of the Broomfield Event Center and a contract for the demolition will be considered by the Authority for approval on September 24, 2024, following the approval of this Cooperation Agreement.

2.10 The revenues available to the Authority are insufficient to fund the demolition.

2.11 The City has funds available to finance the demolition.

2.12 The Parties desire to enter into this Cooperation Agreement wherein the City will loan to the Authority adequate funds to fund the demolition.

3.0 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 set forth in this Cooperation Agreement.

3.1 City to Provide Demolition Related Funds. Upon execution of this Cooperation Agreement, the City shall loan and transfer to the Authority such funds as are necessary for the demolition of the Broomfield Event Center and to prepare the site for redevelopment, not to exceed a total sum of **Four Million Dollars and 00/100's (\$4,000,000)**. The Authority will execute a contract with Colorado Cleanup Corporation, or such other demolition contractor as is selected by the Authority, to complete the demolition as soon as is practicable.

3.2 Interest Rate. The Parties agree that the loan by the City to the Authority will incur interest with an **annual rate of two percent (2.0%)**.

3.3 Repayment Terms. The Authority agrees to repay the City the total principal amount loaned by the City, plus accrued interest. Payments shall be made by the Authority as funds are available. Any payments made by the Authority to the City will first be applied to any accrued interest and then to the principal amount owed. The Parties understand that it is likely that no payment will be made by the Authority until such time as the site of the demolished Broomfield Event Center is sold and redeveloped.

3.4 Loan is Subordinate. The Parties understand that any such payments owed by the Authority to the City pursuant to this Cooperation Agreement shall be subordinate to any debts

that are owed by the Authority to third parties, regardless of origin. This includes, but is not limited to, any obligations owed pursuant to certain Tax Increment Revenue Bonds (Broomfield Event Center Project), Series 2005, issued by the Authority for the purpose of financing the construction of the Broomfield Event Center; and any obligations owed pursuant to a certain 2024 Intergovernmental Agreement for Arista Parking Structure and Related Arista Metropolitan District Parking Revenue Bonds.

3.5 Possibility of Non-Payment. The Parties understand that the Authority intends to use the following sources of revenue to repay any principal and interest owed to the City: (i) tax increment revenues received by the Authority pursuant to the Plan and expiring in 2030; and (ii) available proceeds from the sale and redevelopment of the Broomfield Event Center site. Furthermore, the Parties acknowledge that said tax increment revenues have been previously pledged by the Authority to other creditors whose debt is senior in priority to the debt owed by the Authority to the City pursuant to this Cooperation Agreement, and that all proceeds from the sale of the event center site may be needed to repay senior creditors. As such, it is understood by the City that its repayment by the Authority is dependent on there being excess revenues available to the Authority and the City acknowledges the possibility of non-payment by the Authority. In the event the Authority has exhausted the above revenues, and there is no possible source of additional revenue available to the Authority from within the Plan area, this Cooperation Agreement will automatically terminate and the Authority will have no further obligation of repayment to the City.

3.6 No Recording. This Cooperation Agreement will **not be recorded** in the real property records of the City and County of Broomfield, Colorado.

#### 4.0 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties by the City. The City represents and warrants that:

(a) The City is a political subdivision of the State of Colorado, a body corporate and politic, a home-rule City pursuant to Article XX of the State Constitution and city and county pursuant to Sections 10, 11, 12 and 13 of Article XX of the State Constitution;

(b) The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Cooperation Agreement that has not been disclosed in writing to the Authority;

(c) The execution and delivery of this Cooperation Agreement and the consummation of the transactions contemplated by this Cooperation Agreement will not

(1) conflict with or contravene any law, order, rule or regulation applicable to the City or to the City's governing documents; and

(d) This Cooperation Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms. The City will defend the validity of this Cooperation Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into this Cooperation Agreement or perform its obligations hereunder.

4.2 Representations and Warranties of the Authority. The Authority represents and warrants that:

(a) The Authority is a body corporate and politic of the State of Colorado, and urban renewal authority pursuant to Sections 31-25-101, *et seq.*, of the Colorado Revised Statutes, and has the power to enter into and has taken all actions to date required to authorize the Authority to execute and deliver this Cooperation Agreement and to carry out its obligations hereunder;

(b) The Authority knows of no litigation, proceeding, investigation or threat of any of the same contesting the powers of the Authority or its officials with respect to this Cooperation Agreement that has not been disclosed in writing to the City;

(c) The execution and delivery of this Cooperation Agreement and the consummation of the transactions contemplated by this Cooperation Agreement will not conflict with or contravene any law, order, rule or regulation applicable to the Authority or to the Authority's governing documents; and

(d) This Cooperation Agreement constitutes a valid and binding obligation of the Authority, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Authority will defend the validity of this Cooperation Agreement in the event of any litigation arising hereunder that names the Authority as a party or which challenges the authority of the Authority to enter into this Cooperation Agreement or perform its obligations hereunder.

## 5.0 DEFAULT EVENTS AND REMEDIES

5.1 Default Events. Any one of the following which occurs and continues shall constitute a Default Event:

(a) Failure of the City to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Cooperation Agreement which failure continues for a period of 30 days after written notice given by the Authority and delivered to the City which notice shall specify such failure and request that it be remedied, unless the Authority, shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected;

(b) Failure of the Authority to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Cooperation Agreement which failure continues for a period of 30 days after written notice given by the City and delivered to the Authority which notice shall specify such failure and request that it be remedied unless the City, shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the City will not unreasonably withhold its consent to an extension of such time if corrective action is instituted within such period and diligently pursued until the default is corrected;

(c) It shall not be an Event of Default if non-payment by the Authority occurs due to the Authority having insufficient revenues as is contemplated in Section 3.5 of this Cooperation Agreement.

(d) The provision of subsections (a) and (b) of this Section are subject to the limitation of Enforced Delay as is provided in Section 6.1 of this Cooperation Agreement.

5.2 Remedies on Default. Whenever any Default Event shall have occurred and shall be continuing, the City or the Authority may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Authority or the City under this Cooperation Agreement.

## 6.0 MISCELLANEOUS

6.1 Enforced Delay. Neither the City nor the Authority shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, acts of



Broomfield, CO 80020  
Email: [manager@broomfield.org](mailto:manager@broomfield.org)  
With a copy to: [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org)

To Authority

Executive Director  
Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, CO 80020  
Email: [manager@broomfield.org](mailto:manager@broomfield.org)  
With a copy to: [citycountyattorney@broomfield.org](mailto:citycountyattorney@broomfield.org)

IN WITNESS WHEREOF, the Parties hereto have caused this Cooperation Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED TO FORM:

*NCR*

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

**[BURA Signature Page to Follow]**

BROOMFIELD URBAN RENEWAL AUTHORITY

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Chair

ATTEST:

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Secretary

APPROVED TO FORM:

*KF*

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Attorney for the Authority



**Broomfield Urban Renewal Authority's Consideration of an Intergovernmental Agreement for a repayable loan from Broomfield for Event Center demolition and a related budget amendment**

Item 7B will be heard concurrently with Item 7A

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Action Items Item: 7B
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Nathan Mosley, Budget Manager
Community Goals	
<input checked="" type="checkbox"/> Financial Sustainability and Resilience	

## Overview

[View Correspondence](#)

The purpose of Items 7A and 7B is for City Council's and BURA's consideration of a Cooperation Agreement and issuance of a loan by the City and County of Broomfield to the BURA for the purpose of funding the immediate demolition of the event center building and prepare the site for redevelopment. If approved, a budget amendment for both Broomfield and BURA is required.

Proposed Resolution 2024-144 would approve the Cooperation Agreement for Broomfield and authorize the issuance of the loan to BURA. Proposed Resolution 2024-145-UR would approve the Cooperation Agreement for BURA and authorize BURA to accept a loan from the Broomfield.

The City Council has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023. The BURA Board has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

Proposed Resolution No. 2024-113 is the needed 2024 budget amendment for Broomfield. Proposed Resolution No. 2024-114 UR is the needed 2024 budget amendment for BURA.

### Attachments

[Memo for a Cooperation Agreement and Budget Amendments Related to Financing Demolition of Event Center 092424.pdf](#)

[BURA Resolution 2024-145-UR Cooperation Agreement Financing Demolition of Event Center.pdf](#)

[Resolution No. 2024-114-UR Second Amendment to the 2024 BURA Budget.pdf](#)

# Summary

[View Correspondence](#)

## Cooperation Agreement for a Loan from Broomfield to BURA

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The BURA Board and the City Council direction is that it is in the best interest of the community to demolish the building and return the property to a site that is ready for development for the following reasons:

- eliminate public safety and property concerns resulting from the facility closure,
- reduce any impacts on the neighboring properties, businesses, and residents,
- facilitate interest for and value of the property, and
- improve the timing for the construction and opening of the future mixed-use development.

BURA, the owner of the event center property and building, issued \$61.0M in bonds to fund the construction of the event center, with a remaining principal balance of \$31.2M (the remaining planned payments principal and interest would total approximately \$38.0M). In addition, there are related financial obligations that support the public parking garage in Arista. BURA remains committed to fund these financial obligations from funds generated within the Wadsworth Interchange Urban Renewal Area (URA).

The annual funds available to BURA generated from within the URA, after meeting all previously approved on-going financial obligations, are insufficient to fund the proposed demolition of the event center building and prepare the site for redevelopment. As such, a loan from Broomfield to BURA is necessary to fund the demolition. Funds to repay the loan, if available, would be generated by BURA from the early retirement of the existing financial obligations due to a redevelopment of the event center site and a sale of the property.

The proposed Cooperation Agreement between Broomfield and BURA is for a repayable loan of \$4.0M to fund the demolition and associated costs. The loan is made with an annual interest rate of 2.0%, and the loan repayment is dependent on BURA having sufficient funds available from the sources identified above.

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Related to the loan, both the City Council and BURA will consider amending their respective 2024 budgets.

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The purpose of this section of the memo is to provide City Council with all relevant information regarding the proposed second amendment to the 2024 City and County of Broomfield Budget. The City Council has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

The current proposed resolution reflects additional expenditures related to an advance of funds to the Broomfield Urban Renewal Authority. These funds are intended to cover costs associated with the demolition of the Broomfield Event Center. The intent is for these funds to be paid back, with interest (2% APY), when the Event Center property is sold.

The second amendment summary and CIP fund summary provide an overview of the proposed budget amendment as well as proposed ending fund balances.

- [Capital Improvement Project Fund Summary](#)

**BURA Budget:**

The purpose of this section of the memo is to provide the Broomfield Urban Renewal Authority (BURA) Board with all relevant information regarding the proposed second amendment to the 2024 BURA Budget. The BURA Board has approved one (1) prior revision to the 2024 budget since its adoption on October 24, 2023.

The current proposed BURA resolution reflects additional revenues and expenditures related to an advance of funds from the City and County of Broomfield to BURA. These funds are intended to cover costs associated with the demolition of the 1st Bank Event Center. The intent is for these funds to be paid back, with interest (2% APY), when the Event Center property is sold.

The second BURA amendment summary and CIP fund summary provide an overview of the proposed budget amendment as well as proposed ending fund balances.

- [BURA Amd #2 Summary](#)

**Construction Contract for Demolition**

Additionally, BURA will consider at the September 24, 2024 meeting approving a construction contract for the demolition of the event center building (see Agenda Item 7E - Resolution for Approval of a Construction Contract for Demolition of the Broomfield Event Center).

If all required items are approved by City Council and BURA, BURA will be able to proceed with the demolition which is expected to begin in October 2024 and is estimated to take 6 months.

**Financial Considerations**

**Loan from Broomfield to BURA**

Sources and Uses of Funds	Amount
CIP Project Fund (Fund 20)	\$3,973,130
<b>Total Budget</b>	<b>\$3,973,130</b>
Loan proceeds to be deposit in BURA Fund (20-70130-55600)	\$3,973,130
<b>Total Use of Funds</b>	<b>\$3,973,130</b>
<b>Projected Balance</b>	<b>\$0</b>

**Budget Amendments**

As detailed in the linked tables.

## Prior Council or Other Entity Actions

### Council/BURA Actions on the Event Center

On May 23, 2023 BURA approved Resolution No. [2023-45-UR](#) terminating the operator agreement with PEAK Entertainment, LLC.

On [August 27, 2024](#) BURA directed staff to prepare a demolition contract with Colorado Cleanup Corporation to demolish the event center for consideration on September 24, 2024.

### Council/BURA Actions on their Budgets

October 24, 2023: Council approved [Resolution 2023-134](#) adopting the 2024 CCOB Budget; BURA approved [Resolution 2023-135-UR](#) adopting the 2024 City and County of Broomfield Budget

March 7, 2024: Council approved [Resolution 2024-08](#) amending the 2024 CCOB Budget; BURA approved [Resolution 2024-28-UR](#) amending the 2024 BURA Budget

## Boards and Commissions Prior Actions and Recommendations

N/A

## Proposed Actions / Recommendations

### City Council

If Council desires to proceed with the loan, the appropriate motion is...  
That Resolution 2024-144 be adopted.

If Council desires to approve the proposed budget amendment, the appropriate motion is...  
That Resolution 2024-113 be adopted.

### BURA

If the BURA Board desires to proceed with accepting the loan, the appropriate motion is...  
That Resolution 2024-145-UR be adopted.

If the BURA Board desires to approve the proposed budget amendment, the appropriate motion is...  
That Resolution 2024-114-UR be adopted.

## Alternatives

Do not proceed with the loan and delay demolition of the event center until BURA has funds available.

# RESOLUTION NO. 2024-145-UR

A resolution approving a Cooperation Agreement Related to Financing the Demolition of the Broomfield Event Center

Be it resolved by the Broomfield Urban Renewal Authority:

## Section 1.

The Cooperation Agreement by and between the City and County of Broomfield and the Broomfield Urban Renewal Authority Related to Financing the Demolition of the Broomfield Event Center is hereby approved.

## Section 2.

The Chair or Vice Chair is authorized to sign and the Secretary to attest the Cooperation Agreement in a form approved by the Authority's attorney.

## Section 3.

This Resolution is effective upon its approval by the Authority.

Approved on September 24, 2024.

Broomfield Urban Renewal Authority

---

Chair

Attest:

---

Secretary

Approved as to form:

*KF*

---

Attorney for the Authority

# RESOLUTION NO. 2024-114-UR

A resolution authorizing and approving the second amendment to the Broomfield Urban Renewal Authority Budget for the year 2024

## Section 1. Recitals

1.1 Whereas, the Broomfield Urban Renewal Authority, by Resolution No. 2023-135-UR, dated October 24, 2023, adopted the budget for the Broomfield Urban Renewal Authority for the calendar year 2024; and

1.2 Whereas, the Broomfield Urban Renewal Authority, by Resolution No. 2024-28-UR, dated March 7, 2024, amended the budget for the Broomfield Urban Renewal Authority for the calendar year 2024; and

1.3 Whereas, the Broomfield Urban Renewal Authority desires to amend said budget a second time to reflect additional revisions to revenues and expenditures since amending the budget on March 7, 2024.

Therefore, be it resolved by the Broomfield Urban Renewal Authority:

## Section 2. Budget Amendment

The Second Amendment to the Broomfield Urban Renewal Authority for Fiscal Year 2024 is hereby approved. The following sums of money are hereby appropriated for the Fiscal Year 2024 in the amounts as follows:

2.1 The amount budgeted for Broomfield Urban Renewal Authority - General Services Revenue is hereby increased by \$3,973,130 from \$4,464,050 to \$8,437,180.

2.2 The amount budgeted for Broomfield Urban Renewal Authority - General Services Expenditures is hereby increased by \$3,970,130 from \$4,991,183 to \$8,964,313.

With this amendment, the projected ending fund balance for Broomfield Urban Renewal Authority - General Services will be \$947,883.

## Section 3. Budget Tables

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

## Section 4. Effective Date

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

Approved on September 24, 2024.

The Broomfield Urban Renewal Authority

---

Chair

Attest:

---

Office of the City and County Clerk

Approved As To Form:

*NCR*

---

City and County Attorney



# City of Broomfield

## City Council Regular Meeting

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### BURA Proposed Resolution for Approval of a Construction Contract for the Demolition of the Broomfield Event Center

Meeting	Agenda Group
Tuesday, September 24, 2024, 6:00 PM	Action Items      Item: 7C
Voted By Board	Presented By
Broomfield Urban Renewal Authority - BURA	Katie Allen
Community Goals	

### Overview

[View Correspondence](#)

Proposed Resolution 2024-129-UR would authorize Amendment One (1) to the Construction Manager/General Contractor Agreement with Colorado Cleanup Corporation., for Broomfield Event Center Demolition in the amount of \$3,345,996.

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### **Attachments**

[Event Center CM\\_GC Construction Agreement Memo.pdf](#)

[Resolution 2024-129-UR.pdf](#)

[Combined Agreement with all Exhibits.pdf](#)

[A133 Exhibit A Final-Signed.pdf](#)

[A133 2019 Exhibit B - FINAL DRAFT 9.9.24 BURA Revisions CCC Signature - Final - \(1\).pdf](#)

[Exhibit C Itemized Statement of GMP 9.9.24 Final.pdf](#)

[Exhibit D Assumptions and Clarifications GMP - FINAL 9.9.24.pdf](#)

[Exhibit E Site Use Plan \(1\).pdf](#)

## Summary

### [View Correspondence](#)

Following a formal Request for Qualifications and Request for Proposals solicitation for the demolition of the Broomfield Event Center, staff selected Colorado Cleanup Corporation (CCC) for the project. CCC has 34 years of experience with site work and building demolition in the metro area.

The CM/GC agreement is a two-step process. Step one authorizes preconstruction services for the project. Preconstruction services include developing demolition and deconstruction alternatives, performing hazardous materials assessment, and structural engineering for the demolition. On June 24, 2024, Broomfield entered into a CM/GC agreement for preconstruction services with CCC for \$169,859, which did not require Council authorization. Step two includes approval of the Guaranteed Maximum Price (GMP), as Amendment One (1) to the CM/GC agreement for the actual demolition/deconstruction scope of the project.

On [August 27, 2024](#), the Council/Authority reviewed demolition/deconstruction alternatives and directed staff to proceed with the Green Demolition with Recycling alternative. This alternative is the lowest cost and has the shortest schedule while still achieving an estimated diversion rate of 90% by weight of the structure. CCC has updated their conceptual-level cost estimates and has provided a detailed GMP proposal.

Proposed Resolution 2024-129-UR would authorize Amendment One (1) to the Construction Manager/General Contractor Agreement with Colorado Cleanup Corporation., for Broomfield Event Center Demolition in the amount of \$3,218,405.

If approved, demolition would begin after the gas, electrical, and irrigation systems are disconnected and demolition permits are obtained, presumably mid to late October, and is estimated to take 6 months.

A neighborhood meeting is scheduled for October 3, 2024, to answer questions from the Arista area businesses and residents.

## Financial Considerations

Sources and Uses of Funds	Amount
The Broomfield Event Center Demolition and Deconstruction (24T0029) (BURA: 20-70130-55600)	\$3,973,130
Approximate Anticipated Revenue from Equipment Sales (City and County of Denver)	\$100,000
Approximate Anticipated Revenue from Auction	\$50,000
<b>Total Budget</b>	<b>\$4,123,130</b>

Sources and Uses of Funds	Amount
Construction GMP Agreement - Colorado Cleanup Corp.	-\$3,218,405
Irrigation system revisions (estimate)	-\$50,000
Preconstruction Agreement - Colorado Cleanup Corp.	-\$169,859
Matrix Design - Construction Assistance	-\$195,630
Utility Disconnects and other Ancillary items	-25,000
<b>Total Use of Funds</b>	<b>\$3,658,894</b>
<b>Projected Balance</b>	<b>\$464,236</b>

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

### Prior Council or Other Entity Actions

The Broomfield Urban Renewal Authority authorized funds in the [2024 Budget](#) for The Event Center Demolition and Deconstruction.

### 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 2024-129-UR be adopted.**

### Alternatives

Do not proceed with the project.

# RESOLUTION NO. 2024-129-UR

A Resolution Approving the Guaranteed Maximum Price Amendment to the Construction Management/General Contractor Agreement with Colorado Cleanup Corporation for the Demolition of the Broomfield Event Center

Be it resolved by the Broomfield Urban Renewal Authority of the City and County of Broomfield, Colorado:

## Section 1.

The Guaranteed Maximum Price Amendment to the AIA Document A133 - 2019 Standard Form of Agreement by and between the Broomfield Urban Renewal Authority and Colorado Cleanup Corporation for The Broomfield Event Center Demolition project in the amount of \$3,218,405 is hereby approved.

## Section 2.

The Chair is authorized to sign and the Secretary 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 Broomfield Urban Renewal Authority.

Approved on September 24, 2024

The Broomfield Urban Renewal Authority

---

Chair

Attest:

---

Secretary

Approved as to form:

*NCR*

---

City and County Attorney

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 9th day of September in the year 2024, is incorporated into the accompanying AIA Document A133<sup>TM</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of September in the year 2024 (the "Agreement")

*(In words, indicate day, month, and year.)*

### for the following **PROJECT:**

*(Name and address or location)*

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, CO 80021

### **THE OWNER:**

*(Name, legal status, and address)*

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

## **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

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

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million, Two Hundred Eighteen Thousand, Four Hundred Five Dollars and 28/100

### **ADDITIONS AND DELETIONS:**

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

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

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

cents \$3,218,405.28 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

CCC acknowledges and agrees that the original Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price was entered into with the City and County of Broomfield, however, the Broomfield Urban Renewal Authority will be receiving a loan from the City and County of Broomfield for the completion of this work, and as such the Broomfield Urban Renewal Authority shall be the Owner for purposes of this Amendment and the overall contract.

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

*(Provide itemized statement below or reference an attachment.)*

Exhibit C – Colorado Cleanup Corporation, Bid Closing Summary By Alternate, dated August 30, 2024

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

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

**§ A.1.1.5 Alternates**

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

Item	Price
N/A	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

**§ A.1.1.6** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

*(Check one of the following boxes.)*

- The date of execution of this Amendment.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

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

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

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than Two Hundred Fifteen ( 215 ) calendar days from the date of commencement of the Work.

By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

**§ A.3.1.2** The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

Section	Title	Date	Pages

**§ A.3.1.3** The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Exhibit C:	
Line 18 Alternate 1.3 Vibration Monitoring	\$12,549.37
Line 19 Alternate 1.3 Noise Monitoring	\$12,549.37
Line 20 Alternate 1.3 Dust Monitoring	\$ 5,175.00
Line 21 Alternate 1.3 Jersey Barriers	\$12,420.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

Exhibit D GMP Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit E: Site Use Plan  
Exhibit F: Truck Route

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

TBD

This Amendment to the Agreement entered into as of the day and year first written above.

Broomfield Urban Renewal Authority

\_\_\_\_\_  
**OWNER** (Signature)

Guyleen Castriotta, Chair  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

Chris Formanek - President  
\_\_\_\_\_  
(Printed name and title)

Init.

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:00 ET on 09/11/2024.

## PAGE 1

This Amendment dated the 9th day of September in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of September in the year 2024 (the "Agreement")

...

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, CO 80021

...

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

...

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$~~—Three Million, Two Hundred Eighteen Thousand, Four Hundred Five Dollars and 28/100 cents \$3,218,405.28), subject to additions and deductions by Change Order as provided in the Contract Documents.

CCC acknowledges and agrees that the original Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price was entered into with the City and County of Broomfield, however, the Broomfield Urban Renewal Authority will be receiving a loan from the City and County of Broomfield for the completion of this work, and as such the Broomfield Urban Renewal Authority shall be the Owner for purposes of this Amendment and the overall contract.

## PAGE 2

Exhibit C – Colorado Cleanup Corporation, Bid Closing Summary By Alternate, dated August 30, 2024

...

N/A

...

N/A

...

N/A

...

The date of execution of this Amendment.

PAGE 3

Not later than Two Hundred Fifteen ( 215 ) calendar days from the date of commencement of the Work.

...

N/A

...

None

...

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

...

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

...

N/A

PAGE 4

<u>Exhibit C:</u>	
<u>Line 18 Alternate 1.3 Vibration Monitoring</u>	<u>\$12,549.37</u>
<u>Line 19 Alternate 1.3 Noise Monitoring</u>	<u>\$12,549.37</u>
<u>Line 20 Alternate 1.3 Dust Monitoring</u>	<u>\$ 5,175.00</u>
<u>Line 21 Alternate 1.3 Jersey Barriers</u>	<u>\$12,420.00</u>

...

Exhibit D GMP Assumptions and Clarifications

...

Exhibit E: Site Use Plan

Exhibit F: Truck Route

...

TBD

...

Broomfield Urban Renewal Authority

...

Guyleen Castriotta, Chair



Chris Formanek - President

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:21:00 ET on 09/11/2024 under Order No. 4104248448 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A. Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

*President*  
\_\_\_\_\_  
(Title)

*9/11/2024*  
\_\_\_\_\_  
(Dated)



# AIA Document A133® – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9th day of September in the year 2024  
(In words, indicate day, month and year.)

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

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, Colorado 80021

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

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

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

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

Init.

Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

Init.

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ B.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits
----------	--------

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general

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aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks N/A

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Six Million Dollars (\$6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

**§ B.3.3 Construction Manager's Other Insurance Coverage**

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [ ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for Work within fifty (50) feet of railroad property. N/A

- [ ] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [ ] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

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User Notes:

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construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

**Coverage**

**Limits**

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$0.00
Performance Bond	\$0.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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## **Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:21 ET on 09/11/2024.

### **PAGE 1**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9th day of September in the year 2024

...

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, Colorado 80021

...

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

...

*(Name, legal status, and address)*

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

### **PAGE 4**

§ **B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

### **PAGE 5**

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks N/A

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (~~\$~~—Six Million Dollars (\$6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

PAGE 6

[ ] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for Work within fifty (50) feet of railroad property. N/A

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Payment Bond	<u>\$0.00</u>
Performance Bond	<u>\$0.00</u>

# Colorado Cleanup Corporation

16 Inverness Place East Building D,  
Suite 100  
Englewood, CO 80112

Phone: 303-841-3881  
Fax: 303-649-9983

## Bid Closing Summary By Alternate

<b>Project Name:</b> Broomfield Event Center Conventional 071024	<b>Customer:</b> Broomfield
<b>Job Number:</b>	<b>Billing Address:</b> Broomfield, CO
<b>Bid As:</b> General Contractor	<b>Phone:</b>
<b>Estimator:</b> Chris Formanek	<b>Contact:</b> Katie Allen
<b>Project Address:</b> 11450 Broomfield Lane, Broomfield, CO	
<b>Completion Date:</b>	

### Bid Cost Summary

	Calculated	Adds/Cuts	Target	Current
<b>Direct Cost</b>	\$3,109,570.34	\$0.00	\$3,109,570.34	\$3,109,570.34
<b>Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bond</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Cost</b>	\$3,109,570.34	\$0.00	\$3,109,570.34	\$3,109,570.34

### Markup and Price Summary

	Calculated	Adds/Cuts	Target	Current
<b>Overhead</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Profit</b>	\$108,834.96	\$0.00	\$108,834.96	\$108,834.94
<b>Total Markup</b>	\$108,834.96	\$0.00	\$108,834.96	\$108,834.94
<b>Total Price</b>	\$3,218,405.30	\$0.00	\$3,218,405.30	\$3,218,405.28

### Bid Closing Summary

<b>Current Bid Price</b> \$3,218,405.28	<b>Target Bid Price</b> \$3,218,405.30	<b>Difference:</b> (\$0.02)	<b>Bid Closing Status:</b> Open	<b>Status Changed:</b>
---	--	-----------------------------	---------------------------------	------------------------

### Pay Items

Description	Quantity	UM	Unit Cost	Total Cost	Unit Price	Total Price	MU%
-------------	----------	----	-----------	------------	------------	-------------	-----

#### Alternate: 1.1 GMP Itemized Breakdown

Lock Type: (None)

<b>P</b> 1 - Mobilization	1.00	LS	\$30,000.00	\$30,000.00	\$31,050.00	\$31,050.00	3.50%
<b>D</b> 2 - Erosion Control BMPS	1.00	LS	\$41,500.00	\$41,500.00	\$42,952.50	\$42,952.50	3.50%
<b>D</b> 3 - Clear And Grubb	1.00	LS	\$183,723.16	\$183,723.16	\$190,153.47	\$190,153.47	3.50%
<b>D</b> 4 - Storm Sewer Demolition	1.00	LS	\$22,502.08	\$22,502.08	\$23,289.66	\$23,289.66	3.50%
<b>D</b> 5 - Structural Demolition	1.00	LS	\$2,321,083.10	\$2,321,083.10	\$2,402,320.99	\$2,402,320.99	3.50%
<b>D</b> 6 - Finish Grading	1.00	LS	\$24,912.00	\$24,912.00	\$25,783.92	\$25,783.92	3.50%
<b>P</b> 7 - Water, Sanitary And Storm Disconnections-Apex Plumbing	1.00	LS	\$32,700.00	\$32,700.00	\$33,844.50	\$33,844.50	3.50%
<b>D</b> 8 - Respread Recycled Asphalt And Concrete	1.00	LS	\$27,200.00	\$27,200.00	\$28,152.00	\$28,152.00	3.50%
<b>P</b> 9 - Security Cameras (2 Cameras For 6 Months)	1.00	LS	\$26,000.00	\$26,000.00	\$26,910.00	\$26,910.00	3.50%
<b>P</b> 10 - Surveying	1.00	LS	\$6,500.00	\$6,500.00	\$6,727.50	\$6,727.50	3.50%
<b>P</b> 11 - Generator And Equipment Sales	1.00	LS	(\$35,000.00)	(\$35,000.00)	(\$36,225.00)	(\$36,225.00)	3.50%

## Pay Items

Description	Quantity	UM	Unit Cost	Total Cost	Unit Price	Total Price	MU%
<b>Alternate: 1.1 GMP Itemized Breakdown (continued)</b>							
<b>Lock Type: (None)</b>							
<b>D</b> 12 - General Conditions 6 Months	1.00	LS	\$96,000.00	\$96,000.00	\$99,360.00	\$99,360.00	3.50%
<b>D</b> 13 - Field Supervisor With Truck	1.00	LS	\$120,000.00	\$120,000.00	\$124,200.00	\$124,200.00	3.50%
<b>P</b> 14 - Utility Potholing	1.00	LS	\$5,000.00	\$5,000.00	\$5,175.00	\$5,175.00	3.50%
<b>P</b> 15 - Mirror Mastic-Excel Environmental	1.00	LS	\$1,200.00	\$1,200.00	\$1,242.00	\$1,242.00	3.50%
<b>P</b> 16 - RBM Removal	1.00	LS	\$15,000.00	\$15,000.00	\$15,525.00	\$15,525.00	3.50%
<b>Totals for Lock Type (None):</b>				<b>\$2,918,320.34</b>		<b>\$3,020,461.54</b>	<b>3.50%</b>
<b>Totals for 1.1 GMP Itemized Breakdown:</b>				<b>\$2,918,320.34</b>		<b>\$3,020,461.54</b>	<b>3.50%</b>
<b>Alternate: 1.2 Contingency</b>							
<b>Lock Type: (None)</b>							
<b>P</b> 17 - Contingency	1.00	LS	\$150,000.00	\$150,000.00	\$155,250.00	\$155,250.00	3.50%
<b>Totals for Lock Type (None):</b>				<b>\$150,000.00</b>		<b>\$155,250.00</b>	<b>3.50%</b>
<b>Totals for 1.2 Contingency:</b>				<b>\$150,000.00</b>		<b>\$155,250.00</b>	<b>3.50%</b>
<b>Alternate: 1.3 Allowances</b>							
<b>Lock Type: (None)</b>							
<b>P</b> 18 - Vibration Monitoring - 15 Weeks Of Monitoring (allowance)	1.00	UNIT	\$12,125.00	\$12,125.00	\$12,549.37	\$12,549.37	3.50%
<b>P</b> 19 - Noise Monitoring - 15 Weeks Of Monitoring (allowance)	1.00	UNIT	\$12,125.00	\$12,125.00	\$12,549.37	\$12,549.37	3.50%
<b>P</b> 20 - Dust Monitoring 15 Weeks (allowance)	1.00	UNIT	\$5,000.00	\$5,000.00	\$5,175.00	\$5,175.00	3.50%
<b>P</b> 21 - Jersey Barriers To Block Driveways (allowance)	1.00	LS	\$12,000.00	\$12,000.00	\$12,420.00	\$12,420.00	3.50%
<b>Totals for Lock Type (None):</b>				<b>\$41,250.00</b>		<b>\$42,693.74</b>	<b>3.50%</b>
<b>Totals for 1.3 Allowances:</b>				<b>\$41,250.00</b>		<b>\$42,693.74</b>	<b>3.50%</b>
<b>Pay Items Total:</b>				<b>\$3,109,570.34</b>		<b>\$3,218,405.28</b>	<b>3.50%</b>



# COLORADO CLEANUP CORPORATION

Earthwork • Demolition • Environmental Remediation  
An Employee Owned Company

## EXHIBIT D GMP ASSUMPTIONS AND CLARIFICATIONS

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### 1.0 ASSUMPTIONS AND CLARIFICATIONS

- GMP assumes demolition of structural and architectural elements per the Sink Combs Dethlefs drawings dated 11/30/05
- GMP includes CDPHE SWMP permit fees and compliance for demolition. CCC assumes all City of Broomfield permit fees will be waived
- GMP assumes there will be no use tax for equipment usage
- GMP assumes scrap pricing for plate and structural steel unprepared delivered to RMR is \$180.00 per ton. CCC estimated 3,100 tons and applied a credit of (\$558,000) in Exhibit C, Alternate 1.1, Line 5
- GMP assumes concrete and asphalt to be recycled onsite. CCC agrees to remove and recycle any excess crushed asphalt and/or concrete. Allow 60 calendar days after Substantial Completion to fully remove. CCC to offer a negotiated royalty to Broomfield for material that is exported off site.
- GMP assumes recycled asphalt and concrete to be spread onsite to closeout SWMP permit. CCC will attempt to crush recycled concrete to 1.5" minimum to minimize fine particles
- GMP assumes water and sewer disconnection on property per attached drawing
- GMP assumes site clearing removal limits per attached drawing
- Broomfield to irrigate and provide maintenance upon demobilization
- GMP assumes copper pricing for #2 copper delivered to RMR is \$3.40/lbs.
- GMP assumes all salvage of material become property of Colorado Cleanup Corporation
- GMP assumes foundation demolition to top of pier/caisson elevation or 3' below First Floor finished elevation, whichever is greater
- GMP assumes abatement of mirror mastic per Ayuda asbestos abatement report
- GMP assumes no relocation of electric for irrigation, street lights
- GMP assumes no damage to irrigation system outside site demolition limits
- GMP assumes water for dust control will be from nearest fire hydrant and temporary meter
- GMP assumes work hours are Monday-Friday 7am to 5pm. Matrix to be notified in advance of work outside of M-F, 7am-5pm
- GMP assumes noise and dust to meet the OSHA Permissible Exposure Limit (PEL) for Time Weighted Average (TWA) and monitored as listed below
- GMP includes an Allowance for noise monitoring for a total of 10 individual days of monitoring, at 3 locations along the west perimeter fence, this includes 1 background/baseline sampling. CCC will attempt to maintain sustained noise levels under 90 dBA during normal working hours/days
- GMP includes 2 security cameras onsite, with offsite monitoring during off hours
- All FFE building components not sold or removed by first day of demolition will be demolished
- GMP includes all material tracking, documentation and generation of weekly report for diversion
- GMP includes survey and GPS coordinates of existing caissons that remain
- GMP assumes providing and maintaining tracking control at access points, perimeter control and inlet protection. Street sweeping will be performed as needed and only along truck route
- GMP includes an Allowance for performing 10 random vibration samples at peak demolition activities. Demolition shall attempt to limit peak particle velocity of 0.05 (in/sec) measured at the Site Demolition Limits
- GMP includes dust control consisting of water saturation to prevent dust from migrating during demolition activities. CCC will also monitor sustained wind velocities to avoid excessive migration and implement operational shutdown
- Pay Items Nos. 1-16 in the Exhibit C, Bid Closing Summary by Alternate, dated August 30, 2024 indicated to be lump sum "LS" include Fee, shall be deemed to be a "Cost of the Work" in the amount of the Total Price, shall not be subject to further audit for actual costs, and shall be invoiced on an AIA G701/702 schedule of values basis approved by the Owner.
- Any and all proceeds from the auction of items on-site prior to demolition shall be paid directly to the Owner.



# COLORADO CLEANUP CORPORATION

Earthwork • Demolition • Environmental Remediation  
An Employee Owned Company

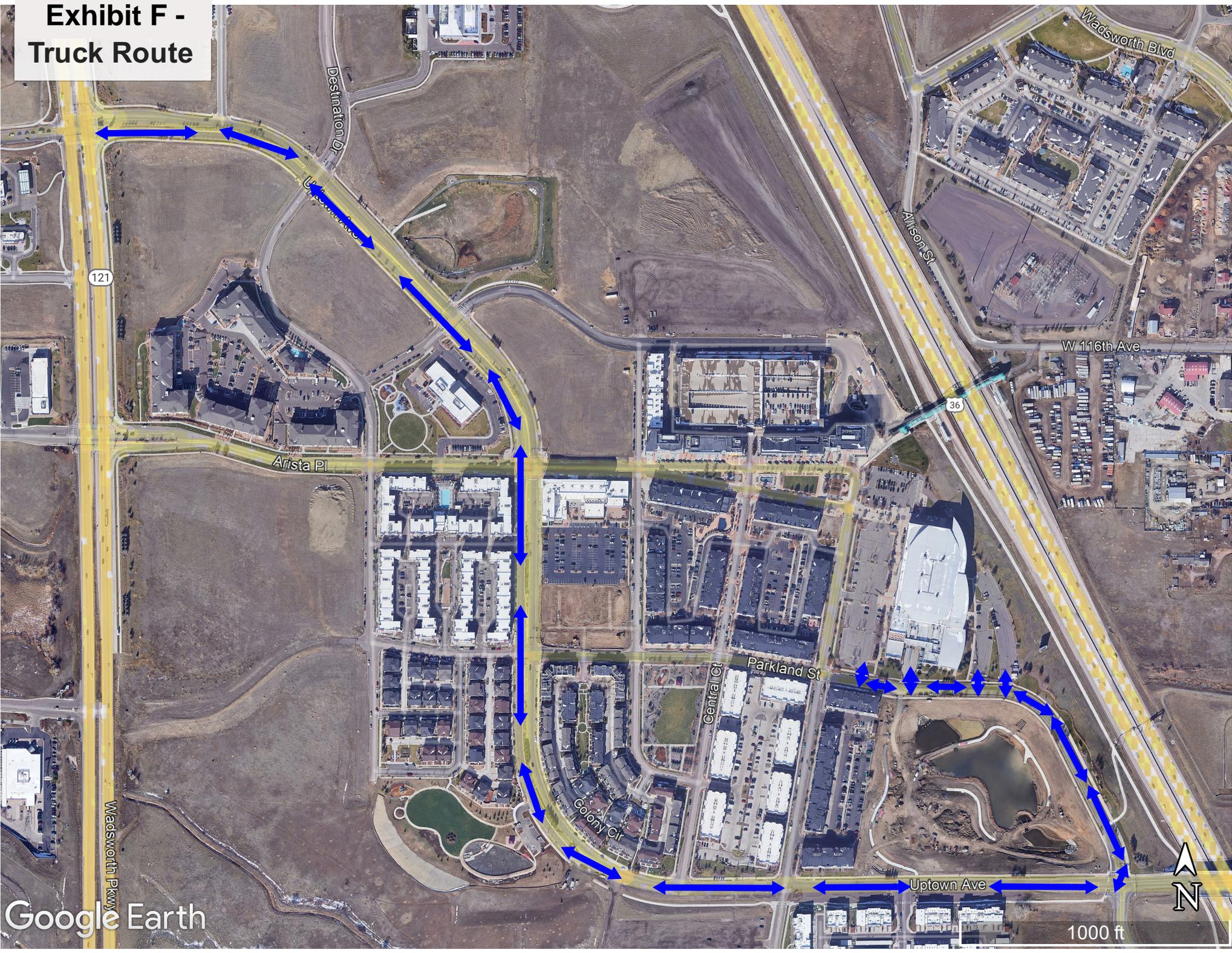
## 2.0 EXCLUSIONS: STANDARD;

UNLESS SPECIFICALLY INCLUDED, THE FOLLOWING EXCLUSIONS WILL BE INCORPORATED INTO THE CONTRACT;

- Payment and performance bonds
- Permit fees other than CDPHE demolition permit fees
- Overtime
- Liquidated damages
- Steel salvage for reuse
- Asphalt is free of petromat
- Insurance beyond coverages stated in AIA A133 – 2019 Exhibit B
- Davis bacon wages and or certified payroll
- Marquee sign demolition and removal
- Artwork salvage or relocation
- Electrical disconnections
- Gas disconnections
- Removal of parking lot lighting conduit and electrical
- Engineered grading plan
- Topsoil import
- Temporary irrigation
- Watering for seed growth
- Compaction during backfill
- Compaction testing/Geotech costs
- Testing
- Vibration monitoring
- Import/export fill material
- Road base or underslab gravel removal
- Road closure permit fees
- Relocation of utilities
- Dust control permit
- Broomfield permitting fees
- Use tax
- Hydroseeding
- City of Broomfield sales tax
- Textura fees
- Providing Wrap/OCIP/CCIP coverage
- Shoring / Bracing outside of engineered demolition plan provided by Sigma Engineers
- Private Utility Locates
- Contaminated, toxic, or hazardous waste material handling or removal
- Damage to existing improvements by construction access, other than carelessness



# Exhibit F - Truck Route



# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 9th day of September in the year 2024, is incorporated into the accompanying AIA Document A133<sup>™</sup>–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of September in the year 2024 (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following **PROJECT**:  
*(Name and address or location)*  
Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, CO 80021

**THE OWNER:**  
*(Name, legal status, and address)*  
Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

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

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

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

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million, Two Hundred Eighteen Thousand, Four Hundred Five Dollars and 28/100

### **ADDITIONS AND DELETIONS:**

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

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

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

cents \$3,218,405.28 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

CCC acknowledges and agrees that the original Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price was entered into with the City and County of Broomfield, however, the Broomfield Urban Renewal Authority will be receiving a loan from the City and County of Broomfield for the completion of this work, and as such the Broomfield Urban Renewal Authority shall be the Owner for purposes of this Amendment and the overall contract.

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

*(Provide itemized statement below or reference an attachment.)*

Exhibit C – Colorado Cleanup Corporation, Bid Closing Summary By Alternate, dated August 30, 2024

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

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

**§ A.1.1.5 Alternates**

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

Item	Price
N/A	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

**§ A.1.1.6** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

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

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

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

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than Two Hundred Fifteen ( 215 ) calendar days from the date of commencement of the Work.

By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			

**§ A.3.1.2** The following Specifications:  
*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

Section	Title	Date	Pages

**§ A.3.1.3** The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

Number	Title	Date

**§ A.3.1.4** The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
Exhibit C:	
Line 18 Alternate 1.3 Vibration Monitoring	\$12,549.37
Line 19 Alternate 1.3 Noise Monitoring	\$12,549.37
Line 20 Alternate 1.3 Dust Monitoring	\$ 5,175.00
Line 21 Alternate 1.3 Jersey Barriers	\$12,420.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

Exhibit D GMP Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit E: Site Use Plan  
Exhibit F: Truck Route

#### ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

TBD

This Amendment to the Agreement entered into as of the day and year first written above.

Broomfield Urban Renewal Authority

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
Guyleen Castriotta, Chair  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
Chris Formanek - President  
(Printed name and title)

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:00 ET on 09/11/2024.

## PAGE 1

This Amendment dated the 9th day of September in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of September in the year 2024 (the "Agreement")

...

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, CO 80021

...

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

...

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

...

§ **A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$—~~Three Million, Two Hundred Eighteen Thousand, Four Hundred Five Dollars and 28/100 cents \$3,218,405.28), subject to additions and deductions by Change Order as provided in the Contract Documents.

CCC acknowledges and agrees that the original Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price was entered into with the City and County of Broomfield, however, the Broomfield Urban Renewal Authority will be receiving a loan from the City and County of Broomfield for the completion of this work, and as such the Broomfield Urban Renewal Authority shall be the Owner for purposes of this Amendment and the overall contract.

## PAGE 2

Exhibit C – Colorado Cleanup Corporation, Bid Closing Summary By Alternate, dated August 30, 2024

...

N/A

...

N/A

...

N/A

...

The date of execution of this Amendment.

**PAGE 3**

Not later than Two Hundred Fifteen ( 215 ) calendar days from the date of commencement of the Work.

...

N/A

...

None

...

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

...

Sink Combs Dethlefs Broomfield Event Center Construction Documents Record Drawings dated January 26, 2007

...

N/A

**PAGE 4**

<u>Exhibit C:</u>	
<u>Line 18 Alternate 1.3 Vibration Monitoring</u>	<u>\$12,549.37</u>
<u>Line 19 Alternate 1.3 Noise Monitoring</u>	<u>\$12,549.37</u>
<u>Line 20 Alternate 1.3 Dust Monitoring</u>	<u>\$ 5,175.00</u>
<u>Line 21 Alternate 1.3 Jersey Barriers</u>	<u>\$12,420.00</u>

...

Exhibit D GMP Assumptions and Clarifications

...

Exhibit E: Site Use Plan

Exhibit F: Truck Route

...

TBD

...

Broomfield Urban Renewal Authority

...

Guyleen Castriotta, Chair



Chris Formanek - President

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:21:00 ET on 09/11/2024 under Order No. 4104248448 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

*President*  
\_\_\_\_\_  
(Title)

*9/11/2024*  
\_\_\_\_\_  
(Dated)



# AIA® Document A133® – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9th day of September in the year 2024  
(In words, indicate day, month and year.)

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

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, Colorado 80021

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

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

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

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

#### ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ B.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general

Init.

aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

**§ B.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks N/A

**§ B.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Six Million Dollars (\$6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

### § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- [ ] § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for Work within fifty (50) feet of railroad property. N/A

- [ ] § B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- [ ] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

**Coverage**

**Limits**

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$0.00
Performance Bond	\$0.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:21:21 ET on 09/11/2024.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 9th day of September in the year 2024

...

Broomfield Event Center Demolition  
11450 Broomfield Lane  
Broomfield, Colorado 80021

...

Broomfield Urban Renewal Authority  
One DesCombes Drive  
Broomfield, Colorado 80020

...

*(Name, legal status, and address)*

Colorado Cleanup Corporation  
16 Inverness Place East  
Building D, Suite 100  
Englewood, Colorado 80112

## PAGE 4

§ **B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

## PAGE 5

§ **B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ **B.3.2.6** Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks N/A

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (~~\$~~—Six Million Dollars (\$6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Six Million Dollars (\$ 6,000,000.00 ) per claim and Six Million Dollars (\$ 6,000,000.00 ) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate. N/A

PAGE 6

[ ] § B.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate, for Work within fifty (50) feet of railroad property. N/A

PAGE 7

Payment Bond	<u>\$0.00</u>
Performance Bond	<u>\$0.00</u>

# Colorado Cleanup Corporation

16 Inverness Place East Building D,  
Suite 100  
Englewood, CO 80112

Phone: 303-841-3881  
Fax: 303-649-9983

## Bid Closing Summary By Alternate

<b>Project Name:</b> Broomfield Event Center Conventional 071024	<b>Customer:</b> Broomfield
<b>Job Number:</b>	<b>Billing Address:</b> Broomfield, CO
<b>Bid As:</b> General Contractor	<b>Phone:</b>
<b>Estimator:</b> Chris Formanek	<b>Contact:</b> Katie Allen
<b>Project Address:</b> 11450 Broomfield Lane, Broomfield, CO	
<b>Completion Date:</b>	

### Bid Cost Summary

	Calculated	Adds/Cuts	Target	Current
<b>Direct Cost</b>	\$3,109,570.34	\$0.00	\$3,109,570.34	\$3,109,570.34
<b>Indirect Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Bond</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Cost</b>	\$3,109,570.34	\$0.00	\$3,109,570.34	\$3,109,570.34

### Markup and Price Summary

	Calculated	Adds/Cuts	Target	Current
<b>Overhead</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Profit</b>	\$108,834.96	\$0.00	\$108,834.96	\$108,834.94
<b>Total Markup</b>	\$108,834.96	\$0.00	\$108,834.96	\$108,834.94
<b>Total Price</b>	\$3,218,405.30	\$0.00	\$3,218,405.30	\$3,218,405.28

### Bid Closing Summary

<b>Current Bid Price</b>	\$3,218,405.28	<b>Target Bid Price</b>	\$3,218,405.30	<b>Difference:</b>	(\$0.02)	<b>Bid Closing Status:</b>	Open	<b>Status Changed:</b>	
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### Pay Items

Description	Unit Cost	Total Cost	Unit Price	Total Price	MU%
<b>Alternate: 1.1 GMP Itemized Breakdown</b>					
<b>Lock Type: (None)</b>					
P 1 - Mobilization	\$30,000.00	\$30,000.00	\$31,050.00	\$31,050.00	3.50%
D 2 - Erosion Control BMPs	\$41,500.00	\$41,500.00	\$42,952.50	\$42,952.50	3.50%
D 3 - Clear And Grubb	\$183,723.16	\$183,723.16	\$190,153.47	\$190,153.47	3.50%
D 4 - Storm Sewer Demolition	\$22,502.08	\$22,502.08	\$23,289.66	\$23,289.66	3.50%
D 5 - Structural Demolition	\$2,321,083.10	\$2,321,083.10	\$2,402,320.99	\$2,402,320.99	3.50%
D 6 - Finish Grading	\$24,912.00	\$24,912.00	\$25,783.92	\$25,783.92	3.50%
P 7 - Water, Sanitary And Storm Disconnections-Apex Plumbing	\$32,700.00	\$32,700.00	\$33,844.50	\$33,844.50	3.50%
D 8 - Respread Recycled Asphalt And Concrete	\$27,200.00	\$27,200.00	\$28,152.00	\$28,152.00	3.50%
P 9 - Security Cameras (2 Cameras For 6 Months)	\$26,000.00	\$26,000.00	\$26,910.00	\$26,910.00	3.50%
P 10 - Surveying	\$6,500.00	\$6,500.00	\$6,727.50	\$6,727.50	3.50%
P 11 - Generator And Equipment Sales	(\$35,000.00)	(\$35,000.00)	(\$36,225.00)	(\$36,225.00)	3.50%

# Pay Items

Description	Quantity	UM	Unit Cost	Total Cost	Unit Price	Total Price	MU%
<b>Alternate: 1.1 GMP Itemized Breakdown (continued)</b>							
<b>Lock Type: (None)</b>							
D 12 - General Conditions 6 Months	1.00	LS	\$96,000.00	\$96,000.00	\$99,360.00	\$99,360.00	3.50%
D 13 - Field Supervisor With Truck	1.00	LS	\$120,000.00	\$120,000.00	\$124,200.00	\$124,200.00	3.50%
P 14 - Utility Potholing	1.00	LS	\$5,000.00	\$5,000.00	\$5,175.00	\$5,175.00	3.50%
P 15 - Mirror Mastic-Excel Environmental	1.00	LS	\$1,200.00	\$1,200.00	\$1,242.00	\$1,242.00	3.50%
P 16 - RBM Removal	1.00	LS	\$15,000.00	\$15,000.00	\$15,525.00	\$15,525.00	3.50%
<b>Totals for Lock Type (None):</b>			<b>\$2,918,320.34</b>			<b>\$3,020,461.54</b>	<b>3.50%</b>
<b>Totals for 1.1 GMP Itemized Breakdown:</b>			<b>\$2,918,320.34</b>			<b>\$3,020,461.54</b>	<b>3.50%</b>
<b>Alternate: 1.2 Contingency</b>							
<b>Lock Type: (None)</b>							
P 17 - Contingency	1.00	LS	\$150,000.00	\$150,000.00	\$155,250.00	\$155,250.00	3.50%
<b>Totals for Lock Type (None):</b>			<b>\$150,000.00</b>			<b>\$155,250.00</b>	<b>3.50%</b>
<b>Totals for 1.2 Contingency:</b>			<b>\$150,000.00</b>			<b>\$155,250.00</b>	<b>3.50%</b>
<b>Alternate: 1.3 Allowances</b>							
<b>Lock Type: (None)</b>							
P 18 - Vibration Monitoring - 15 Weeks Of Monitoring (allowance)	1.00	UNIT	\$12,125.00	\$12,125.00	\$12,549.37	\$12,549.37	3.50%
P 19 - Noise Monitoring - 15 Weeks Of Monitoring (allowance)	1.00	UNIT	\$12,125.00	\$12,125.00	\$12,549.37	\$12,549.37	3.50%
P 20 - Dust Monitoring 15 Weeks (allowance)	1.00	UNIT	\$5,000.00	\$5,000.00	\$5,175.00	\$5,175.00	3.50%
P 21 - Jersey Barriers To Block Driveways (allowance)	1.00	LS	\$12,000.00	\$12,000.00	\$12,420.00	\$12,420.00	3.50%
<b>Totals for Lock Type (None):</b>			<b>\$41,250.00</b>			<b>\$42,693.74</b>	<b>3.50%</b>
<b>Totals for 1.3 Allowances:</b>			<b>\$41,250.00</b>			<b>\$42,693.74</b>	<b>3.50%</b>
<b>Pay Items Total:</b>			<b>\$3,109,570.34</b>			<b>\$3,218,405.28</b>	<b>3.50%</b>



# COLORADO CLEANUP CORPORATION

Earthwork • Demolition • Environmental Remediation  
An Employee Owned Company

## EXHIBIT D GMP ASSUMPTIONS AND CLARIFICATIONS

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### 1.0 ASSUMPTIONS AND CLARIFICATIONS

- GMP assumes demolition of structural and architectural elements per the Sink Combs Dethlefs drawings dated 11/30/05
- GMP includes CDPHE SWMP permit fees and compliance for demolition. CCC assumes all City of Broomfield permit fees will be waived
- GMP assumes there will be no use tax for equipment usage
- GMP assumes scrap pricing for plate and structural steel unprepared delivered to RMR is \$180.00 per ton. CCC estimated 3,100 tons and applied a credit of (\$558,000) in Exhibit C, Alternate 1.1, Line 5
- GMP assumes concrete and asphalt to be recycled onsite. CCC agrees to remove and recycle any excess crushed asphalt and/or concrete. Allow 60 calendar days after Substantial Completion to fully remove. CCC to offer a negotiated royalty to Broomfield for material that is exported off site.
- GMP assumes recycled asphalt and concrete to be spread onsite to closeout SWMP permit. CCC will attempt to crush recycled concrete to 1.5" minimum to minimize fine particles
- GMP assumes water and sewer disconnection on property per attached drawing
- GMP assumes site clearing removal limits per attached drawing
- Broomfield to irrigate and provide maintenance upon demobilization
- GMP assumes copper pricing for #2 copper delivered to RMR is \$3.40/lbs.
- GMP assumes all salvage of material become property of Colorado Cleanup Corporation
- GMP assumes foundation demolition to top of pier/caisson elevation or 3' below First Floor finished elevation, whichever is greater
- GMP assumes abatement of mirror mastic per Ayuda asbestos abatement report
- GMP assumes no relocation of electric for irrigation, street lights
- GMP assumes no damage to irrigation system outside site demolition limits
- GMP assumes water for dust control will be from nearest fire hydrant and temporary meter
- GMP assumes work hours are Monday-Friday 7am to 5pm. Matrix to be notified in advance of work outside of M-F, 7am-5pm
- GMP assumes noise and dust to meet the OSHA Permissible Exposure Limit (PEL) for Time Weighted Average (TWA) and monitored as listed below
- GMP includes an Allowance for noise monitoring for a total of 10 individual days of monitoring, at 3 locations along the west perimeter fence, this includes 1 background/baseline sampling. CCC will attempt to maintain sustained noise levels under 90 dBA during normal working hours/days
- GMP includes 2 security cameras onsite, with offsite monitoring during off hours
- All FFE building components not sold or removed by first day of demolition will be demolished
- GMP includes all material tracking, documentation and generation of weekly report for diversion
- GMP includes survey and GPS coordinates of existing caissons that remain
- GMP assumes providing and maintaining tracking control at access points, perimeter control and inlet protection. Street sweeping will be performed as needed and only along truck route
- GMP includes an Allowance for performing 10 random vibration samples at peak demolition activities. Demolition shall attempt to limit peak particle velocity of 0.05 (in/sec) measured at the Site Demolition Limits
- GMP includes dust control consisting of water saturation to prevent dust from migrating during demolition activities. CCC will also monitor sustained wind velocities to avoid excessive migration and implement operational shutdown
- Pay Items Nos. 1-16 in the Exhibit C, Bid Closing Summary by Alternate, dated August 30, 2024 indicated to be lump sum "LS" include Fee, shall be deemed to be a "Cost of the Work" in the amount of the Total Price, shall not be subject to further audit for actual costs, and shall be invoiced on an AIA G701/702 schedule of values basis approved by the Owner.
- Any and all proceeds from the auction of items on-site prior to demolition shall be paid directly to the Owner.



# COLORADO CLEANUP CORPORATION

Earthwork • Demolition • Environmental Remediation  
An Employee Owned Company

## 2.0 EXCLUSIONS: STANDARD;

UNLESS SPECIFICALLY INCLUDED, THE FOLLOWING EXCLUSIONS WILL BE INCORPORATED INTO THE CONTRACT;

- Payment and performance bonds
- Permit fees other than CDPHE demolition permit fees
- Overtime
- Liquidated damages
- Steel salvage for reuse
- Asphalt is free of petromat
- Insurance beyond coverages stated in AIA A133 – 2019 Exhibit B
- Davis bacon wages and or certified payroll
- Marquee sign demolition and removal
- Artwork salvage or relocation
- Electrical disconnections
- Gas disconnections
- Removal of parking lot lighting conduit and electrical
- Engineered grading plan
- Topsoil import
- Temporary irrigation
- Watering for seed growth
- Compaction during backfill
- Compaction testing/Geotech costs
- Testing
- Vibration monitoring
- Import/export fill material
- Road base or underslab gravel removal
- Road closure permit fees
- Relocation of utilities
- Dust control permit
- Broomfield permitting fees
- Use tax
- Hydroseeding
- City of Broomfield sales tax
- Textura fees
- Providing Wrap/OCIP/CCIP coverage
- Shoring / Bracing outside of engineered demolition plan provided by Sigma Engineers
- Private Utility Locates
- Contaminated, toxic, or hazardous waste material handling or removal
- Damage to existing improvements by construction access, other than carelessness

