



NOTICE OF COUNCIL MEETING

MONDAY, March 27, 2023

Members of the public and media are invited to attend in person or remotely through the options listed below. Public comment is welcome for items appearing on the agenda or on any matter of city concern. One hour is dedicated to public comment on non-agenda items at the beginning of every council meeting (Public Invited to be Heard). Each speaker is allotted a maximum of three minutes to speak.

Individuals wishing to comment during 'Public Invited to be Heard' or on an agenda item may register in advance. Online registration begins at 8 a.m. on the Friday before the meeting date, and ends at noon on Monday, the day of the meeting. To register in advance, visit the city's website at www.auroragov.org/PublicComment.

View or Listen Live

Live streamed at www.auroraTV.org

Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

In-person Participation

Members of the public may participate in-person at the Aurora Municipal Center, Council Chamber, 15151 E. Alameda Pkwy. The building will open at 6:00 p.m. on the day of the council meeting.

- Individuals wishing to comment during 'Public Invited to Be Heard' must submit a speaker slip by 6:30 p.m.
- Individuals wishing to comment on an agenda item must submit a speaker slip before the city clerk reads the title of the item.

Call-in Participation

Call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 6 p.m. on the day of the Council Meeting.

- Individuals calling in to comment during 'Public Invited to Be Heard' must call in and be in the queue by 6:30 p.m.
- Individuals calling to comment on agenda items must call in and be in the queue before the City Clerk reads the title of the item. Once the Clerk reads the title, no additional calls for that item will be accepted.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the City Clerk's Office at 303-739-7094.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Sunday, March 27 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunión del lunes.)



City of Aurora, Colorado

MONDAY, March 27, 2023

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)

AURORA ROOM

6:05 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

CITY COUNCIL CHAMBER

6:30 p.m.



REVISED AGENDA

**Regular Meeting of the
Aurora City Council**

Monday, March 27, 2023

6:30 p.m.

**City Council Chamber
15151 E. Alameda Parkway
Aurora, CO 80012**

Pages

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION/MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. EXECUTIVE SESSION UPDATE**
- 6. APPROVAL OF MINUTES**
- 7. PROCLAMATIONS OR CEREMONIES**
 - 7.a Swearing-In Ceremony of Interim City Manager**
Shawn Day, Presiding Judge
 - 7.b Swearing-In Ceremony of Assistant City Attorneys**
Shawn Day, Presiding Judge
 - 7.c Cesar Chavez Day of Service** **9**
 - 7.d National Donate Life Month** **10**
 - *7.e Amazing Auroran Award** **11**
Sponsor: Curtis Gardner, Mayor Pro Tem
Recipient: Sienna Betts

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

8.a Public Invited to be Heard on the 2024 Budget

12

Greg Hays, Budget Officer, Finance

9. ADOPTION OF THE AGENDA

10. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a Motions

10.a.1 McCandless Truck Center

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Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the Not-to-Exceed Amount of \$220,000.00 for the Purchase of International Original Equipment Manufacturer (OEM) Repair Parts as Required Through March 31, 2024

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

10.a.2 Consideration for a CHANGE ORDER TO A COMPETITIVELY CONTRACT to MEI Total Elevator Solutions, Denver, Colorado in the Not-to-Exceed Amount of \$30,000.00 for Elevator Maintenance and Repair Services

18

Lynne Center, Deputy Director of Operations, Public Works / Dave Lathers, Senior Assistant City Attorney

10.a.3 Consideration to AWARD WORK PACKAGE NUMBER THREE to Reynolds Construction, LLC., Denver, Colorado, in the Amount of \$1,688,595.53, for the Eastern Utility Pipeline, Project R-5876A

25

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

- 10.a.4** **Consideration to AWARD A SOLE SOURCE CONTRACT to Truleo, Inc., Chicago, IL in the Not-to-Exceed Amount of \$250,000.00 for Truleo Body-Worn Camera Automated Audio Analytics Software** 115

Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

- 10.a.5** **Consideration to AWARD A COMPETITIVELY BID CONTRACT to PSI Construction Management, Inc., Aurora, CO in the Amount of \$1,033,340.00 for Median Improvements F21/22, C22/23; Project 5912A** 118

Nicole Ankeney, Manager of Plan Design Construction, Parks, Recreation, and Open Space / Dave Lathers, Senior Assistant City Attorney

10.b **Planning Matters**

10.c **Appointments to Boards and Commissions**

- 10.c.1** **Consideration to Appoint One (1) Member to the Public Defenders Commission** 139

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

- 10.c.2** **Consideration to Reappoint One (1) Member and Appoint Two (2) Members to the Open Space Advisory Board** 148

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a **Resolutions**

11.a.1 140th Wing Flight Operations 2023

169

R2023-31 RESOLUTION IN SUPPORT OF THE 140TH WING OF THE COLORADO AIR NATIONAL GUARD'S FLIGHT OPERATIONS AT BUCKLEY SPACE FORCE BASE

Sponsor: Mike Coffman, Mayor

Michelle Gardner, Senior Assistant City Attorney

Outside Speakers: Dave Gruber, Former City Council Member / Parker White, Legislative Liaison and Public Information Officer

11.a.2 Preventing Certain Social Media Applications/Websites from Being Installed or Accessed on City Owned Devices and Personal Devices

174

R2023-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO BAN AND PREVENT THE DOWNLOAD OR USE OF TIKTOK, DOUYIN, WECHAT, WEIXIN, OR ACCESSING ANY WEBSITE DEVELOPED BY BYTEDANCE LTD. OR TENCENT HOLDINGS LTD. ON ANY CITY-ISSUED DEVICE OR ON ANY PERSONAL DEVICE THAT IS USED TO ACCESS CITY NETWORKS

The sponsor is requesting a waiver of reconsideration.

Sponsor: Dustin Zvonek, Council Member

Scott Newman, Chief Information Officer / George Koumantakis, Manager of Client Services, City Attorney

- 11.a.3 **Establishing Sister Cities Relationship Between City of Aurora and Chihuahua, Mexico** 179
- R2023-33** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING ITS SUPPORT OF NEGOTIATING A SISTER CITY AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CHIHUAHUA, MEXICO.
- Sponsor: Juan Marcano, Council Member
- Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney
- Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International / Ana Valles, Co-Chair, Aurora-Mexico Sister City Committee
- 11.a.4 **Intergovernmental Agreement with the City and County of Denver Regarding Sewer Discharge Connection** 198
- R2023-34** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING SEGMENT 1E SANITARY SEWER CAPACITY
- Swirvine Nyirenda, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney
- 11.a.5 **First Amendment to IGA with CDOT for Review Services for the Picadilly and I-70 Interchange Project** 255
- R2023-35** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF AURORA REGARDING THE FUNDING OF REVIEW SERVICES FOR THE PICADILLY AND I-70 INTERCHANGE PROJECT
- Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.a.6 IGA with Colorado Department of Transportation (CDOT) for the Smith Road Multimodal Design Grant

278

R2023-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE SMITH ROAD MULTIMODAL DESIGN PROJECT

Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading

11.b.1 Kings Point South PA 1-4 Zoning Map Amendment

470

2023-06 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances

13. INTRODUCTION OF ORDINANCES

- 13.a **Consideration to Update City Code that Governs Purchasing - City Code Chapter 2 Administration, Article VI Purchases and Contracts** 495

2023-08 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING IN ITS ENTIRETY ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING TO ACCOMMODATE AND INCORPORATE CURRENT CITY ORGANIZATIONAL CHART POSITION TITLES, TO CONFORM TO LONGSTANDING CITY PURCHASING PRACTICES AS REFLECTED IN ADOPTED PURCHASING PROCEDURE LETTERS AND TO REFLECT ADOPTED CITY BUSINESS PRACTICES MEMORANDA, AND REMOVING REFERENCES TO DISCARDED PURCHASING PRACTICES, AND GENERALLY CLARIFYING THE LANGUAGE OF THE ARTICLE

Bryn Fillinger, Manager of Purchasing Services, Finance / Dave Lathers, Senior Assistant City Attorney

- 13.b **Ordinance to Amend A.M.C Section 134** 518

2023-09 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE X CHAPTER 134 OF THE CITY CODE PERTAINING TO THE AURORA PARKING AND TRAFFIC ENFORCEMENT BUREAU AND AUTOMATED VEHICLE IDENTIFICATION SYSTEM CITATIONS

Carrigan Bennett, Police Lieutenant / Megan Platt, Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading

- 14.a **Northeast Aurora Planning and Annexation Boundary Expansion Comprehensive Plan Amendment** 528

2023-07 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)

Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

18.b Council

19. ADJOURNMENT

Aurora, Colorado



Proclamation

WHEREAS, Cesar Estrada Chavez, a migrant farm worker and United States Navy Veteran, was a civil rights, Latino, and farm labor leader, a community organizer and champion of nonviolent social change; and,

WHEREAS, in 1962, Chavez founded the United Farm Workers of America, the first successful farm workers' union in United States history, winning collective bargaining rights for United States farm workers and leading them out of poverty, discrimination and powerlessness; and,

WHEREAS, Chavez, a strictly nonviolent leader, fasted for 25-days against the violence inflicted by abusive growers, garnering national attention; at the fast's end, Senator Robert Kennedy visited Chavez calling him "one of the heroic figures of our time"; and,

WHEREAS, after rallying millions of Americans to boycott grapes and other farmed products to support farm laborers, Chavez influenced California to enact the landmark "Agricultural Labor Relations Act of 1975", guaranteeing the rights of farm workers; and,

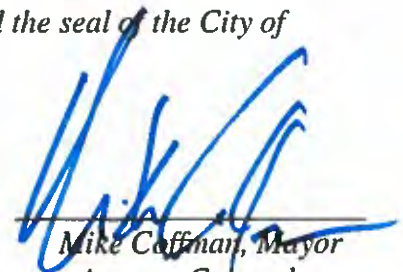
WHEREAS, in 1994, Cesar Chavez, whose legacy of leadership in equality, justice and dignity for Latinos, farm workers and all Americans, was posthumously awarded the Presidential Medal of Freedom, the highest civilian honor in the United States.

NOW, THEREFORE, I, Michael Coffman, Mayor of the city of Aurora, Colorado, do hereby proclaim the 31st day of March 2023 as:

Cesar Chavez Day of Service

and encourage Aurorans to support and participate in community programs, ceremonies, and activities on behalf of this inspiring life and legacy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 27th day of March 2023.



Mike Coffman, Mayor
Aurora, Colorado

Aurora, Colorado



Proclamation

WHEREAS, National Donate Life Month raises awareness about organ, eye, and tissue donation, encourages Americans to register as donors, and honors those that have saved lives through the gift of donation; and,

WHEREAS, one donor can save up to 8 lives through organ donation and save and heal more than 75 lives through tissue donation; and,

WHEREAS, a record 278 organ donors made possible 740 life-saving transplants in 2022; that's a 19% increase in organ donors and 29% increase in life saving transplants compared to 2021; and,

WHEREAS, in 2022, Donor Alliance recovered tissue for transplant from 1,911 tissue donors resulting in over 143,325 tissue grafts becoming available for those in need; and,

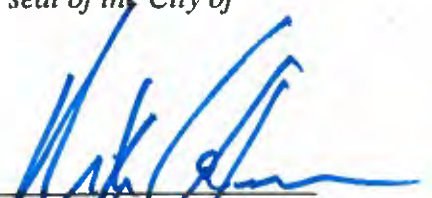
WHEREAS, there are nearly 1,500 people waiting for a lifesaving organ transplant in Colorado and Wyoming. Of those waiting, nearly 1,200 need a kidney - the organ most in need - and nearly 120 are waiting for a liver; and,

WHEREAS, Colorado has the nation's highest-performing state donor registry with 67% of driver license/ID card applicants signing up to be organ and tissue donors - a decision that reflects deep commitment to one another and confirms that there is good inside all of us.

NOW, THEREFORE, I, Mike Coffman, Mayor of the city of Aurora, the first Donate Life Community in the State of Colorado and the second in the nation, do hereby proclaim the month of April, 2023 as:

National Donate Life Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Aurora, Colorado to be affixed this 27th day of March 2023.



Mike Coffman, Mayor
Aurora, Colorado

Sienna Betts

is hereby declared an

AMAZING *Auroran*



Sienna Betts, a sophomore at Aurora's Grandview High School, is a highly decorated basketball star. Not only has she helped her team win back-to-back State Championships, she has been recognized for her individual accomplishments: Centennial League Player of the Year, Max Preps Colorado Player of the Year, and Colorado's 2023 Gatorade Player of the Year, which recognizes not only outstanding athletic excellence, but also high standards of academic achievement and exemplary character demonstrated on and off the courts. She is currently ranked 5th nationally in the 2025 Class, per ESPN.

Sienna volunteers as a youth basketball coach at Ronald McDonald House, Denver, has assembled hygiene kits for the homeless, and has maintained a 4.38 weighted GPA in the classroom. Sienna, as an outstanding example of discipline, determination and success, you are truly an AMAZING AURORAN!

Curtis Gardner, Mayor Pro Tem

March 27, 2023



CITY OF AURORA

Council Agenda Commentary

Item Title: Public Invited to be Heard on the 2024 Budget
Item Initiator: Greg Hays, Budget Officer
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS

Greg Hays, Budget Officer, Finance

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Twice a year, the City Council holds a hearing so that the public may speak to Council concerning the upcoming budget. The two dates are March 27, 2023 and August 28, 2023.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This is a public hearing to provide the public one of two formal opportunities to speak directly to the City Council on matters concerning the 2024 budget.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Information Only

LEGAL COMMENTS

A public hearing on the proposed budget shall be held by the council on a date prior to October 15th. City Charter Article 11-4. Notice of the time and place of such hearing shall be published one time at least five days prior to the hearing, and copies of the proposed budget shall be made available for use of the public. Id. (Hernandez)



CITY OF AURORA

Council Agenda Commentary

Item Title: McCandless Truck Center
Item Initiator: Cyndi Winner, Procurement Agent, Finance
Staff Source/Legal Source: Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the Not-to-Exceed Amount of \$220,000.00 for the Purchase of International Original Equipment Manufacturer (OEM) Repair Parts as Required Through March 31, 2024

Ron Forrest, Fleet Manager, Public Works / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

Council approved the previous award to McCandless in the not-to-exceed amount of \$220,000.00 on July 12, 2021, Agenda Item #8c.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Fleet Services has an on-going requirement for the purchase of International OEM parts for repair and maintenance of the City's fleet of heavy duty International trucks. Parts used must be OEM to ensure safe operation of the vehicles and to preserve warranty integrity where still in effect.

Staff has confirmed that McCandless Truck Center located in Aurora, Colorado is the closest authorized International truck dealer for sales, parts, and service for the City. Fleet Services requires the closest vendor to reduce downtime of trucks during required repair and maintenance.

Purchasing staff has confirmed that McCandless Truck Center will continue pricing all of the City's parts purchases at the National Fleet published price level. This price structure was developed by International Trucks for their national customers who have 500 plus trucks in their fleets such as Walmart, Pepsi and Penske. CDOT also receives this price level for their truck parts purchases. Therefore, the pricing is considered to be fair and reasonable.

City Council approval is required for non-competitive procurements of \$50,000.00 or more.

Based on the above, it is staff's recommendation to award a single source contract to McCandless Truck Center of Aurora, Colorado in the not-to-exceed amount of \$220,000.00 for the purchase of International OEM repair parts as required for the City's heavy duty International trucks through March 31, 2024.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding will be charged to the following org: 49051 (Vehicle Equipment Maintenance) and Acct 60100 (Supplies-Resale).

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the single source award to McCandless Truck Center in the not-to-exceed amount of \$220,000.00 for the purchase of International OEM repair parts as required for City's heavy duty International trucks through March 31, 2024?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when it is in the City's best interests to obtain parts, repairs, or service for existing equipment from a local factory-authorized dealer or distributor (City Code § 2-674(4)). (Lathers)

- 8.c. Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of \$220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2022.

Ronnie Forrest - Fleet Manager - Public Works / Ian Best, Assistant City Attorney

Motion by Bergan, second by Marcano, to approve items 8a – 8c.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz,
Lawson, Marcano, Murillo

Mayor Coffman called for a brief recess to allow staff to provide public call-in instructions.

9. **RESOLUTIONS**

- 9.a. A Resolution of the City Council Approving the Iliff Station Replacement Artwork

R2021-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE ILIFF
STATION REPLACEMENT ARTWORK

Roberta Bloom, Program Supervisor Library & Cultural Services / Tim Joyce,
Assistant City Attorney

Roberta Bloom, Program Supervisor Library & Cultural Services, provided a brief summary of the item.

Motion by Marcano, second by Coombs, to approve item 9a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

- 9.b. Drainage and Flood Control Improvements for Westerly Creek and Easterly Creek at 11th Avenue and Havana

R2021-69 Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, of the First Amendment to an Intergovernmental Agreement between the City of Aurora Colorado acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, regarding the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best,
Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration for a CHANGE ORDER TO A COMPETITIVELY CONTRACT to MEI Total Elevator Solutions, Denver, Colorado in the Not-to-Exceed Amount of \$30,000.00 for Elevator Maintenance and Repair Services
Item Initiator: Heidi Ellis, Procurement Agent
Staff Source/Legal Source: Lynne Center, Deputy Director of Operations, Public Works/ Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/13/2023

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Lynne Center, Deputy Director of Operations, Public Works / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

The extension of a competitively bid contract to MEI Total Elevator Solutions in the amount of \$93,000.00 for elevator maintenance and repair services was reported on the Weekly Report dated November 15, 2021.

Change Order One Reported on the Weekly Report, dated August 8, 2022.	\$ 40,000.00
Change Order Two Reported on the Weekly Report, dated October 24, 2022.	\$ 40,000.00
	\$173,000.00

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The Facilities Operations Division requires a qualified Elevator Service company to provide annual safety inspections, reports, a monthly planned maintenance program, and repair services for all City elevators. They are requesting to issue a Change Order to PO#21P0785 for annual elevator inspections and repairs to cover the additional costs of repairs needed on elevators throughout the City through March 31, 2023, and to allow the issuance of a new solicitation.

The State of Colorado mandates a five-year witnessed inspection by a third-party inspection company that coincides with an annual safety inspection test. Coordination of the third-party witnessed inspection shall be coordinated by the elevator company.

All monthly PM Inspections and Annual Safety reports are provided to Facilities Operations to obtain the necessary State of Colorado elevator certificates in a timely manner.

Scheduled Planned Maintenance includes regular monthly systematic examination, cleaning, lubricating, adjustments, and minor repairs of the vertical transportation equipment. Major repairs, replacement and emergency call-back service will be provided as conditions warrant, with scheduled planned preventive maintenance site visits.

After review staff agreed that the pricing is the same as the current pricing. Therefore, it is deemed to be fair and reasonable is within the approved budget for this project.

Based on the above, it is staff's recommendation to amend an openly solicited contract to MEI Total Elevator Solutions, Denver, Colorado in the amount of \$30,000.00 for elevator maintenance and repair services.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding will be charged to the following org: 49041 Facilities Operations and acct: 62300 Service-Technical

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Consideration for a CHANGE ORDER TO A COMPETITIVELY CONTRACT to MEI Total Elevator Solutions, Denver, Colorado in the Not-to-Exceed Amount of \$30,000.00 for Elevator Maintenance and Repair Services.

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)



PURCHASING ACTIVITY - WEEKLY REPORT TO CITY COUNCIL

Week of November 15, 2021

The procurement actions in this report are for the review of City Council. If a Council member desires any of the items that are subject to call-up to be added to a Council agenda, please notify Terri Velasquez, Director of Finance, (303) 739-7780 or tvelasqu@auroragov.org, by 3:00 p.m. on Friday, November 19, 2021. If there is a contract over \$500,000.00 that a Council member wishes to have submitted on Council agenda, please notify Terri Velasquez by 4:00 p.m. on Thursday, November 18, 2021.

If you have any questions or concerns, please contact Bryn Fillinger at 303-739-7501 or Terri Velasquez at 303-739-7780.

ITEM	# OF ACTIONS
Subject to Call-Up by City Council:	
Awards \$25,000.00 - \$49,999.99	7
Awards \$50,000.00 - \$2,000,000.00 for which at least three bids were received, the lowest responsive bidder was selected, and no bid protest was filed	3
Awards \$50,000.00 - \$2,000,000.00 and <u>not</u> based on lowest dollar basis (usually awards driven by qualifications rather than price)	1
Change Orders and Amendments \$25,000.00 to \$99,999.99 where the cumulative total of all change orders to the contract does not exceed \$100,000.00	1
Miscellaneous Approvals Subject to Call-Up:	
Miscellaneous Approvals	0
Miscellaneous Approvals Not Subject to Call-Up:	
Miscellaneous Approvals	0
Change Orders Not Subject to Call-Up:	
Change Orders and Amendments Less Than \$25,000.00	1
Emergency Awards, Change Orders and Amendments	1

AWARDS \$50,000.00 - \$2,000,000.00 subject to call-up for which at least three bids were received, the lowest responsive bidder was selected, and no bid protest was filed:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<p>MEI TOTAL ELEVATOR SOLUTIONS</p> <p>SAINT CLAIR, MN</p> <p>Dept: Public Works</p>	<p>Extend a competitively bid contract for Elevator Maintenance and Repair Services on an as required basis through October 31, 2022.</p> <p>Staff requested pricing from MEI Total Elevator Solutions for their 2021/2022 pricing. MEI is proposing an increase of 6.0% over the current contract pricing. MEI stated that the price increase is attributable to supplier increases on material and an increase in union hourly rates.</p> <p>After further review of previous bids for these services, the increase proposed by MEI is still less than the pricing bid by the second low bidder. Therefore, the vendor's proposed price increase is considered to be fair and reasonable.</p> <p>This represent the third and final year of a three-year contract.</p> <p><i>This award is the result of a competitive bid where the City received at least 3 bids. This award meets all the conditions set by Code for administrative award. 2-672-(a), (3), (2)</i></p>	<p>NOT-TO-EXCEED</p> <p>\$93,000.00</p>	<p>B-4477</p>
<p>PVS TECHNOLOGIES INC.</p> <p>DETROIT, MI</p> <p>Dept: Water</p>	<p>Award a competitively bid contract for the purchase of the water treatment chemical ferric chloride as required by the Binney Water Purification Facility through December 31, 2022. Ferric chloride is the primary coagulant used in the water softening process.</p> <p><i>When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679</i></p>	<p>\$364,000.00</p>	<p>MAPO</p> <p>Bid #B-4493</p>
<p>GRAINGER</p> <p>DENVER, CO</p> <p>Dept: Water, Public Works PROS, and Fire</p>	<p>Award a competitively bid contract for the purchase of maintenance, repair and operations supplies, parts, equipment and materials as required by Water, Public Works, PROS and Fire through December 31, 2022.</p> <p><i>When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679</i></p>	<p>NOT-TO-EXCEED</p> <p>\$413,100.00</p>	<p>OMNIA Partners</p> <p>Contract #192163</p>

CHANGE ORDERS and AMENDMENTS \$25,000.00 to \$99,999.99 subject to call-up where the cumulative total of all change orders or amendments to the contract does not exceed \$100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
<p>MEI TOTAL ELEVATOR SOLUTIONS</p> <p>SAINT CLAIR, MN</p> <p>Change order to a competitively bid contract for elevator maintenance and repair services on an as required basis through October 31, 2022.</p> <p>Additional funding is needed to cover the costs of monthly preventative maintenance service and elevator repairs. The cost of parts and repairs needed have exceeded expectations this year, primarily due to supply shortages and material costs.</p> <p>Because pricing will remain the same under this third and final year of a three-year contract, the pricing is considered to be fair and reasonable.</p> <p><i>This Change Order is within the original scope of the contract and is appropriate for consideration under the City Code. 2-676</i></p> <p>Dept: Public Works</p>	1	\$40,000.00	\$0.00	\$133,000.00	21P0785

CHANGE ORDERS and AMENDMENTS \$25,000.00 to \$99,999.99 subject to call-up where the cumulative total of all change orders or amendments to the contract does not exceed \$100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
<p>READY TO WORK AURORA</p> <p>BOULDER, CO</p> <p>Change order to a single source contract with Ready to Work Aurora for labor and supervision to assist internal operations staff maintain PROS properties and infrastructure.</p> <p>The additional funding is needed to add snow removal labor services.</p> <p>Pricing is in accordance with the original contract pricing. Therefore, it is considered to be fair and reasonable.</p> <p><i>This Change Order is within the original scope of the contract and is appropriate for consideration under the City code. 2-676</i></p> <p>Dept: PROS</p>	1	\$30,000.00	\$0.00	\$260,000.00	22P0277
<p>MEI TOTAL ELEVATOR SOLUTIONS</p> <p>SAINT CLAIR, MN</p> <p>Extend a competitively bid contract for elevator maintenance and repair services from October 31, 2022 through March 31, 2023.</p> <p>Funding is needed to cover an additional six months of service to allow for the issuance of a new solicitation for the next multi-year period.</p> <p>Pricing will remain the same as under the third and final year of a three-year contract; therefore, the pricing is considered to be fair and reasonable.</p> <p><i>This Change Order is within the original scope of the contract and is appropriate for consideration under the City Code. 2-676</i></p> <p>Dept: Public Works</p>	2	\$40,000	\$40,000	\$173,000.00	21P0785



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD WORK PACKAGE NUMBER THREE to Reynolds Construction, LLC., Denver, Colorado, in the Amount of \$1,688,595.53, for the Eastern Utility Pipeline, Project R-5876A
Item Initiator: Dean W. Bedford, Principal Engineer, Aurora Water
Staff Source/Legal Source: Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.4--Maintain a reliable water system

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Dean Bedford, Principal Engineer, Aurora Water / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The award of an OPENLY SOLICITED contract to Reynolds Construction, LLC, Denver, Colorado in the amount of \$127,309.00 for the Eastern Utility Pipeline Construction Manager / General Contractor (CM/GC) Project, Project No. 5876A, was approved by City Council on June 27, 2022, Agenda Item 10a.

The AWARD of WORK PACKAGE NUMBER ONE to Reynolds Construction, LLC, Denver, Colorado, in the amount of \$8,010,901.18 for the Eastern Utility Extension Pipeline Project, Project No. 5876A, was approved by City Council on September 12, 2022, Agenda Item 10b.

The AWARD of WORK PACKAGE NUMBER TWO to Reynolds Construction, LLC, Denver, Colorado, in the amount of \$829,306.06 for the Eastern Utility Extension Pipeline Project, Project No. 5876A, was approved by City Council on January 9, 2023, Agenda Item 10a1.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Background

The City of Aurora (Aurora) is experiencing increased growth in northeastern Aurora. This growth created a need for utility services in the region. The Eastern Utility Extension Pipeline project is an eight (8) mile, 30-inch diameter water transmission pipeline starting near the intersection of Powhaton Road and 3rd Avenue to northeast Aurora near 26th Avenue and Imboden Road. See attached map for the full alignment.

Reynolds Construction, LLC. was awarded the initial Construction Manager/General Contractor (CMGC) contract, for preconstruction services, on August 17, 2022. Work Package No. 1 was awarded to Reynolds Construction, LLC, in the amount of \$8,010,901.18 for procurement of the steel pipe, on October 26, 2022. Work Package No. 2 was awarded to Reynolds Construction, LLC, in the amount of \$829,306.06 for procurement of the large diameter valves and pipeline appurtenances, on January 31, 2023.

Item Scope

This Work Package No. 3 will bring the tunneling subcontractor on board to provide early coordination with the design and construction team. The tunneling contractor will provide support and guidance regarding staging areas and schedule as the project transitions to construction phase. The project requires tunneling under Interstate Highway 70 and the Union Pacific Railroad tracks. The scheduling, timing, and coordination with both Colorado Department of Transportation and the Union Pacific Railroad, is a key component of the pipeline construction.

Purchasing Process

Reynolds Construction obtained openly solicited quotes from tunneling contractors and received three responses for these materials. The tunneling contractor fees were as follows:

Horizontal Boring and Tunneling Co.	\$1,580,527.00
BT Trenchless	\$1,888,297.00
Underground Infrastructure Technologies, LLC	\$1,986,425.00

In reviewing the quotes and communicating with the suppliers and our internal team on similar projects, it has been determined that these quotes are fair and reasonable. The final negotiated price for Work Package Three, including markups, bonds and insurance is \$1,688,595.53 (detail included as Attachment 4).

The current CMGC contract amount of \$8,967,516.24 includes pre-construction services, steel pipe procurement, valve procurement plus the amount of the proposed guaranteed maximum price (GMP) for award of Work Package No. 3 \$1,688,595.53, for the tunneling subcontractor, will bring the total amount of the contract to \$10,656,111.77. One more Work Package is planned for the construction phase of work. The final Work Package will be brought to City Council for consideration.

Recommendation

Based on the above, staff recommends the award of WORK PACKAGE NUMBER THREE to Reynolds Construction, LLC, Denver, Colorado, in the amount of \$1,688,595.53 for the Eastern Utility Extension Pipeline Project, Project No. 5876A.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact
 Budgeted Expenditure Impact
 Non-Budgeted Expenditure Impact
 Workload Impact
 No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding is available in the 2023 Capital Improvement Program, Water Fund budget in the amount of \$1,688,595.53. This project may require additional budget. Additional funding will be requested in a future supplemental if needed. All program project budgets will be reviewed at year end to determine the need for a supplemental request.
 ORG: 52416 ACCT: 68410

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve of the award of WORK PACKAGE NUMBER THREE to Reynolds Construction, LLC, Denver, Colorado in the amount of \$1,688,595.53, for the Eastern Utility Pipeline, Project R-5876A?

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Lathers)

Animal Services introduced a dog named Rio that will be up for adoption on Wednesday.

7.b. **Amazing Auroran Award**

Council Member Gardner presented the Amazing Auroran Award to Vikram Raju.

8. **PUBLIC INVITED TO BE HEARD**

(non-agenda-related issues only)

Public call-in instructions were provided in both English and Spanish.

Mayor Coffman reminded members of the Council that they can respond to comments or get the speaker's contact information after public invited to be heard or after the speaker is done. Council members must inform the clerk and wait to be recognized.

Council heard public in-person testimony on non-agenda-related items.

9. **ADOPTION OF THE AGENDA**

9.a. **Station 60 Infrastructure Site Plan (Item 13.a.)**

Applicant presentation (permitted under Council Rules) - 15 minutes

Appellant presentation (if approved by Council) - 15 minutes

Motion by Gardner, second by Bergan to amend the agenda to continue item 13a to July 11th.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10. **CONSENT CALENDAR**

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar.

10.a. **Consideration to award an OPENLY SOLICITED contract To Reynolds Construction, LLC, Denver, Colorado in the amount of \$127,309.00 for the Eastern Utility Pipeline Construction Manager / General Contractor Project, Project No. 5876A**

Dean Bedford, Principal Engineer / David Lathers, Senior Assistant City Attorney

10.b. **Consideration to AWARD CHANGE ORDER NO. 2 to a competitively bid contract to Peak Environmental, Denver, Colorado in the amount of**

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

\$163,228.26 for the Fitzsimons Barrack Abatement and Demolition Project, Project No. 5850A

John Perkins, Public Works Senior Project Manager / David Lathers, Senior Assistant City Attorney

10.c. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Demco, Inc, Madison, WI in the amount of \$99,590.83 for mobile shelving for the Central Library's lower level**

Linda Smith, Manager of Library & Cultural Services / Dave Lathers, Assistant City Attorney

10.d. **Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of \$360,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through June 30, 2023.**

Bobby Oligo, Manager of Water Treatment, Aurora Water / Dave Lathers, Assistant City Attorney

10.e. **Crestone Peak Resources Watkins Holdings LLC**

Consideration to approve an oil and gas lease agreement with Crestone Peak Resources Watkins Holdings LLC, for City-owned mineral rights within Section 24, Township 4 South, Range 66 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, containing 103.573 net mineral acres.

Jeffrey S. Moore, Manager Oil & Gas Division / Ian Best, Assistant City Attorney

Jeffrey S. Moore, Manager Oil & Gas Division, provided a summary of the item.

CM Coombs asked for confirmation that the no drilling option is not available for the site due to force pooling. J. Moore confirmed this and said that the wells have been permitted through the state and the city. He added that they are part of the operator agreement signed with ConocoPhillips which was assigned to Crescent Peak Resources. CM Coombs asked what the setback from residential is. J. Moore said that it would be 2,000 feet from residences. Mayor Pro Tem Bergan asked if the money goes into the general fund or to a dedicated fund. J. Moore answered that it goes to the general fund. CM Coombs highlighted that the drilling has to occur due to force pooling and is a concerning aspect of the oil and gas policy in the state and the country.

Motion by Gardner, second by Sundberg to approve item 10e.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

10.f. **Waste Management Landfill Services**

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Consideration to AWARD A SINGLE SOURCE CONTRACT to Waste Management Corporate Services, Incorporated, Greenwood Village, Colorado in the amount not-to-exceed \$455,000.00 for landfill services at the Denver Arapahoe Disposal Site (DADS) through June 30, 2023.

Mike Mills, Manager of Water Main and Ops / Lynne Center, Deputy Director Public Works Operations / David Lathers, Senior Assistant City Attorney

CM Gardner stated that he is abstaining due to a financial conflict of interest.

Motion by Bergan, second by Lawson to approve item 10f.

Voting Aye: Bergan, Coombs, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

Abstain: Gardner

- 10.g. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Colorado Electric & Power Systems, Denver CO in the amount of \$1,091,480.00 for the PD HQ Detention Center Generator, UPS, & ATS Replacement; Project No: 5874A.**

A waiver of Reconsideration requested due to material pricing increases and the need for the contractor to lock in the price as quickly as possible.

Haven Cassidy, Public Works Principal Engineer / Dave Lathers, Senior Assistant City Attorney

- 10.h. **Consideration to AWARD A SOLE SOURCE CONTRACT to Environmental Systems Research, Inc. (ESRI), Redlands, California in the amount of \$115,000.00 for annual maintenance of the city's geographical mapping software through July 12, 2023.**

Scott Newman, Chief Information Officer, IT / Dave Lathers, Senior Assistant City Attorney

- 10.i. **Consideration to AWARD A SOLE SOURCE CONTRACT to Selectron Technologies, Inc., Portland, Oregon in the amount of \$184,985.00 for the city's Water Customer Billing IVR system**

Jo Ann Giddings, Deputy Director Business Services, Aurora Water / Dave Lathers, Senior Assistant City Attorney

Motion by Coombs, second by Marcano to approve the consent calendar items 10a through 10d, and 10g through 10i.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **RESOLUTIONS**

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

10.b. **Consideration to AWARD WORK PACKAGE NUMBER ONE to Reynolds Construction, LLC, Denver, Colorado, in the amount of \$8,010,901.18 for the Eastern Utility Extension Pipeline Project, Project No. 5876A. Waiver of reconsideration requested due to the volatility of materials and the ability of the supplier to hold their proposed cost**

Dean Bedford, Principal Engineer / Dave Lathers, Senior Assistant City Attorney

10.c. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to HDR Engineering, Inc., Denver, Colorado in the amount not-to-exceed \$258,777.00 for infrastructure grant consulting and writing services through July 31, 2023. R-2267**

Laura Perry, Deputy City Manager / Christina McClelland, Grant Development Manager / Dave Lathers, Senior Assistant City Attorney

10.d. **Consideration to AWARD CHANGE ORDER NO. 2 to a competitively bid contract to Saunders Construction, Englewood, Colorado in the amount of \$825,000 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility, Project R-5661A**

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Dave Lathers, Senior Assistant City Attorney

10.e. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT with US Distributing, Inc., Denver, Colorado in the amount not-to-exceed \$90,000.00 for AC Delco OEM parts as required by Fleet through October 31, 2023. B-4535**

Ron Forrest, Fleet Manager / Dave Lathers, Senior Assistant City Attorney

10.f. **Life Technologies**

Consideration to AWARD A SOLE SOURCE CONTRACT to Life Technologies Corporation, a division of Thermo Fisher Scientific, Grand Island, New York in the amount of \$249,628.82 for DNA Laboratory Supplies and Instrument Service Agreement for the Unified Metropolitan Forensic Crime Lab

Tim Dufour, Lieutenant, Police / David Lathers, Senior Assistant City Attorney

10.g. **Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Colorado Barricade Company, Denver, Colorado in the not-to-exceed amount of \$86,000.00 for rental of barricade equipment required through July 31, 2023.**

Mike Mills, Manager of Water Operations & Maintenance / David Lathers, Senior Assistant City Attorney

10.h. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Gear Wash Bunker Gear Cleaners, Medina, Ohio in the not-to-exceed amount of**

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

\$131,700.00, for inspection, cleaning, and repair of Fire Bunker Gear PPE, as required through March 31, 2023.

Mathew Wasserburger, Assistant Director, Fire Management Services Division /
Dave Lathers, Senior Assistant City Attorney

- 10.i. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services, LLC Centennial, Colorado in the amount of \$609,000.00 for GenTax Tax Management Software annual subscription for Finance through September 30, 2023.**

Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

- 10.j. **Consideration to AWARD A SINGLE SOURCE CONTRACT to SCS, Inc, Arvada, Colorado in the amount of \$284,766.00 for the Restroom Modification for Fitzsimons 623 Day Resource Center; Project 5871A.**

Waiver of reconsideration is requested due to the urgency to start construction to avoid winter service hardships to the homeless community. It is critical to get the Contractor under contract as quickly as possible.

Haven Cassidy, Principal Engineer, Public Works / Dave Lather, Senior Assistant City Attorney

- 10.k. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Computer Sites, Inc., Denver, Colorado in the not-to-exceed amount of \$143,538**

Lynne Center, Deputy Director, Public Works Operations / Dave Lathers, Senior Assistant City Attorney

Motion by Gardner, second by Lawson to approve the consent calendar items 10a through 10k.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Sundberg, Zvonek

11. **RESOLUTIONS**

11.a. **Water Conservation Memorandum of Understanding**

R2022-170 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF A MEMORANDUM OF UNDERSTANDING BY AND AMONG COLORADO RIVER BASIN MUNICIPAL AND PUBLIC WATER PROVIDERS REGARDING WATER CONSERVATION ACTIONS

Waiver of reconsideration request due to the urgency of the nature of memorandum.

◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

10. **CONSENT CALENDAR - MOTIONS**

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a **Motions**

10.a.1 **Consideration to AWARD WORK PACKAGE NUMBER TWO to Reynolds Construction, LLC, Denver, Colorado in the amount of \$829,306.06, for the Eastern Utility Pipeline, Project R-5876A.**

Dean Bedford, Principal Engineer / David Lathers, Senior Assistant City Attorney

Motion by Marcano, second by Gardner to approve the Consent Calendar item 10.a.1.

Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

11. **CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES**

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a **Resolutions**

11.a.1 **Rules of Order and Procedure: Council Meeting Start Time**

R2022-237 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO MODIFY THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL REGARDING THE START TIME FOR REGULAR CITY COUNCIL MEETINGS

Sponsor: Curtis Gardner, Council Member

Dan Brotzman, City Attorney / Jack Bajorek, Deputy City Attorney

Council heard public in-person testimony.

CM Bergan motioned to amend 11.a.1 to have public invited to follow the consent calendar to give people more time before the agenda item is up. This was seconded by Mayor Pro Tem Gardner.

3

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

February 1, 2023

Mr. Dean Bedford, Project Manager
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80012

**Re: Eastern Utility Extension, Zone 4 Waterline Project
Work Package No. 3 – Interstate 70 and UPRR Tunnels**

Dear Mr. Bedford,

On behalf of the City of Aurora, Reynolds Construction recently completed the competitive best-value procurement for the two(2) tunnel crossings required for the referenced project.

Reynolds solicited proposals from firms based on the 90% design documents. Reynolds received proposals from Horizontal Boring and Tunneling, BT Construction, and Underground Infrastructure Technologies.

Reynolds has reviewed the proposals, followed up with vendors to confirm scope, and developed the Proposal Evaluation Scoring Summary attached to this letter. Reynolds recommends the acceptance of the Horizontal Boring and Tunneling (HBT) proposal as it provided best overall score. When Reynolds provides the final Guaranteed Maximum Price in a later Work Package, we will reconcile final design quantities with those already purchased in this Work Package No. 3.

Reynolds is formally requesting approval of this Work Package No. 3 in the amount of \$1,688,595.53 which includes pricing shown Proposal Evaluation Scoring Summary, including bid, bonds, insurance and the CMGC Fee. Reynolds will be issuing HBT a Purchase Order as soon as this Work Package is approved to achieve the required schedule for the project.

Sincerely,
Reynolds Construction, LLC

A handwritten signature in blue ink, appearing to read 'Kevin F. Strott', written over a light blue horizontal line.

Kevin F. Strott
Executive Vice President

Cc: Keith Bushdiecker – HDR

Attachments: Proposal Evaluation Scoring Summary
Tunnel Solicitation
Complete proposals from submitting firms



Aurora Zone 4 Waterline Tunnelling Subcontractor Proposal Evaluation Scoring Summary				
	Rank	1	2	3
Team	Points Available	HBT	BT	UIT
Pricing Proposal	35	35	29	28
Schedule	15	15	14	15
Insurance and Bonding	5	3	5	4
EMR/Safety	15	13	15	10
Installation Narrative	10	10	8	8
Example Project References	20	18	18	17
Total	100	94	89	82
	Total Fee	\$ 1,580,527.00	\$ 1,888,297.00	\$ 1,986,425.00
	EMR (3YAverage)	0.84	0.73	1.04

HBT - Horizontal Boring and Tunneling

BT - BT Construction

UIT - Underground Infrastructure Technologies

Work Package No. 3 Value

Subtotal:	\$	1,580,527.00
Bonds(0.85%):	\$	13,434.48
Insurance(0.65%):	\$	10,273.43
Builders Risk(0.25%):	\$	3,951.32
Reynolds CMGC Fee (5%):	\$	80,409.31
Total Work Package Cost:	\$	1,688,595.53



Reynolds Construction, LLC

REQUEST FOR PROPOSAL – Interstate 70 and UPRR Tunnels Work Package 3

Date of Request: December 19, 2022

Proposal Due Date and Time: January 24 , 2023; 2:00 pm MST

Submit Proposal via email to: Kevin Flowers; kevin.flowers@reynoldscon.com and Wesley Self; wes.self@infra-development.com

Contact Person: Kevin Flowers; kevin.flowers@reynoldscon.com

Project Name: Aurora Eastern Utility Zone 4 Waterline-Tunnels Work Package 3

Project Scope: The City of Aurora, CO has contracted with Reynolds Construction as the CMGC for the Eastern Utility Extension Zone 4 Waterline Project ('Project'). Reynolds is acting as the procurement agent and is anticipated to self-perform the installation of the pipeline. The Project consists of approximately 42,500 LF of 30" steel waterline, and two(2) tunnel crossings at Interstate 70 and the Union Pacific Railroad. The Project includes mainline valves, access vaults, and approximately six(6) interconnections to existing infrastructure. A .kmz file showing the general pipeline path is included in the Document Shared File link below. Reynolds is soliciting Proposals from qualified Tunnel Subcontractors to perform the work described below.

Project Drawings: 90% Drawings have been provided via link Document Shared File below. These drawings may change as design progresses to 100% completion and with final value engineering and constructability input from the Tunnel Subcontractor.

Project Specifications: 90% Specifications have been provided via link Document Shared File below.

Geotechnical Baseline Report: The Project Geotechnical Baseline Report has been included in the bid documents for use by the Vendor.

Bonds and Insurance: A Payment and Performance Bond will be required. Proof of insurance and bonding capacity should be included in the Proposal.

Subcontract: The Reynolds Construction, LLC standard form of Subcontract has been included in the bid documents.

Vendor Schedule: The Project Schedule found on the Document Shared File generally indicates the forecast as to when design, permitting and construction will be completed. The Tunnel Subcontractor should provide a detailed schedule of primary work activities required to achieve the overall schedule as part of their Proposal.

Vendor Value Enhancements: The vendor is encouraged to provide collaborative procurement enhancement ideas for consideration regarding schedule improvement, price improvement, value engineering, constructability, materials, etc. These Value Enhancements will be strongly considered in awarding based on best value and should be included in the installation narrative response.

Vendor Award: Reynolds will review each proposal submitted in collaboration with the Owner and determine the best value based on price, schedule, bonding and insurance capacity, delivery commitments, experience, safety, method of installation narrative and value enhancements.

Document Shared File: https://infradevelopmentcom-my.sharepoint.com/:f:/g/personal/wes_self_infra-development_com/EgahP2WI6BRNpZr9J1U5J2cBUphGVgzd90yN1CyGFCuFQg?e=d6pleN

Bid Form and Proposal Scoring: A Proposal Tabulation Form with preliminary quantities of supply is attached to this RFP. The Vendor should also include the following items and Proposal scoring weights are indicated;

1. Completed and signed Proposal Tabulation Form Pricing. (35 points)
2. Schedule indicating required NTP date, durations for each shaft and tunnel, and completion times. (15 points)
3. Proof of Insurance and Bonding Capacity (5 points)
4. EMR Rating for the past 3 years (15 points)
5. Detailed narrative describing method of installation of shafts and tunnels. (10 points)
6. Example project references of three(3) tunnel projects of similar size, complexity and right of way environment. (20 points)

Vendor Requested Scope:

Items Provided by Tunnel Subcontractor (Vendor)

- Mobilizations
- Unload/Load Bore/Tunnel Equipment
- Utility Locates
- Supply and Installation of required steel casing for all crossings
- Supply and Installation of required spacers, grouting, etc.
- Supply and Installation of 2 Brick and Mortar End Seals at each tunnel
- Installation, skidding and pushing carrier pipe on proper slopes
- Supply and Installation of required contact grout between casing and earth
- Supply and Installation of required annular grout between casing and carrier pipe
- Required Insurance , including additional Railroad insurance
- Payment and Performance Bonds
- Excavation and Shoring of Launch and Receiving Pits (OSHA Compliant)
- Bore Pits Safety Fencing
- Set Boring Equipment
- Weld Casing/Certified Welders
- Furnish and install required subgrade rock or concrete pads for bottom of shafts
- Instrumentation and Monitoring Plan for all crossings
- Instrumentation and Monitoring at all crossings
- Survey data collection-survey crew (active and inactive period)
- Data Review and Reporting
- Pothole Utilities at Bore Areas Set UMPs
- Engineered Tunnel Work Plans, Casing Axial, Bending Calculations
- Engineered Contact Grout Calculations, Backfill Grout Buoyancy Calculations
- Sanitary Facilities for Tunnel employees
- Erosion Control maintenance
- Dewatering including permits, fees and plans (if required)
- Railpros Observer Mobilizations and daily costs required for all shifts
- Railpros Flagger Costs required for all shifts

- Traffic Control if required for all monitoring or work activities
- Construction Water

Items Provided by Reynolds or Others in support of Vendor

- CDOT Permits or Fees
- Survey Layout
- Clear and grub
- Carrier Pipe and joint restraints
- All Stamped engineering plans and calculations unless noted otherwise.
- Spoils removal.
- Backfill and compaction of pits following bore operations.
- Any open hole coverings (pit covers).
- Construction surveying by Professional Land Surveyor.
- City, county, and state permit acquisition and fees.
- Cathodic protection furnish or installation.
- Casing coating.
- CCTV.
- BMP plan, setup, management, and tear down.
- Conflicting utility relocation or support.
- Asphalt or concrete saw cutting and removal.
- Ground improvements, chemical grout stabilization, permeation grouting, compaction grouting, ground water control at face, flowable trench backfill.
- Concrete washout.
- All material testing.
- All site restoration.
- Private Locates.
- Pipe testing.
- Environmental permitting and engineering fees, special environmental insurance requirements.
- Fence Replacement, landscaping replacement, irrigation system replacement, preliminary grading, placement of topsoil, fine grading, grass sodding or seeding.
- Pressure and leakage testing of casing or carrier pipe, video inspections.
- Erosion control supply or installation.
- Vehicle Tracking Pads.
- CDPHE permit and quality testing, storm water discharge, surface water discharge.
- Hazardous or contaminated materials handling or disposal, contaminated water handling or disposal.
- Water filling or testing of carrier pipe

Tunnels Bid Tabulation Form
Aurora Eastern Utility Extension Zone 4 Pipeline



Prepared by Reynolds Construction, LLC

Item No	Description	Quantity	Unit	Unit Cost	Extension
	I-70 Crossing				
1	Mobilization	1	LS	\$ 25,800.00	\$ 25,800.00
2	I-70 Crossing	410	LF	\$ 1,436.00	\$ 588,760.00
3	Excavate Launch Pit I-70 Crossing	1	LS	\$ 31,059.00	\$ 31,059.00
4	Excavate Receiver Pit I-70 Crossing	1	LS	\$ 19,595.00	\$ 19,595.00
5	Instrumentation and Monitoring I-70 Crossing	1	LS	\$ 20,618.00	\$ 20,618.00
6	Traffic Control for Monitoring	1	LS	\$ 8,900.00	\$ 8,900.00
	UPRR Crossing				
7	Site to Site Mobilization	1	LS	\$ 11,300.00	\$ 11,300.00
8	UPRR Crossing	471	LF	\$ 1,368.00	\$ 644,328.00
9	Excavate Launch Pit UPRR Crossing	1	LS	\$ 31,726.00	\$ 31,726.00
10	Excavate Receiver Pit UPRR Crossing	1	LS	\$ 20,108.00	\$ 20,108.00
11	Instrumentation and Monitoring UPRR Crossing	1	LS	\$ 21,523.00	\$ 21,523.00
12	Railroad Observer	1	LS	\$ 58,550.00	\$ 58,550.00
13	Railroad Flagger	2	LS	\$ 49,130.00	\$ 98,260.00
Total Proposal					\$ 1,580,527.00

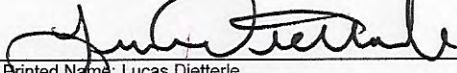
*Vendor may modify and/or add additional bid items for clarification

Required Proposal Submittal Items:

1. Completed and signed Proposal Tabulation Form.
2. Schedule indicating required NTP date, durations for each shaft and tunnel, and completion times.
3. Proof of Insurance and Bonding Capacity
4. EMR Rating for the past 3 years
5. Detailed narrative describing method of installation of shafts and tunnels.
6. Example project references of three(3) tunnel projects of similar size, complexity and right of way environment.

Vendor: Horizontal Boring and Tunneling, Inc.

Proposal Submitted By:

 1/24/2023

Printed Name: Lucas Dietterle

Title: Senior Estimator / Project Manager

Proposal Valid until(date, minimum 45 days):

DATE: January 24, 2023
PROJECT: Aurora, CO - Eastern Utility Zone 4 Waterline - Tunnels Work Package 3

ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT
I-70 Crossing				
1.00	Mobilization	1 Lump Sum	----	\$ 25,800.00
2.00	I-70 Crossing	410 L.F.	\$ 1,436.00 /LF	\$ 588,760.00
3.00	Excavate Launch Pit	1 Lump Sum	----	\$ 31,059.00
4.00	Excavate Receiving Pit	1 Lump Sum	----	\$ 19,595.00
5.00	Instrumentation and Monitoring	1 Lump Sum	----	\$ 20,618.00
6.00	Traffic Control for Monitoring	1 Lump Sum	----	\$ 8,900.00
UPRR Crossing				
7.00	Site to Site Mobilization	1 Lump Sum	----	\$ 11,300.00
8.00	UPRR Crossing	471 L.F.	\$ 1,368.00 /LF	\$ 644,328.00
9.00	Excavate Launch Pit	1 Lump Sum	----	\$ 31,726.00
10.00	Excavate Receiving Pit	1 Lump Sum	----	\$ 20,108.00
11.00	Instrumentation and Monitoring	1 Lump Sum	----	\$ 21,523.00
12.00	Railroad Observer	1 Lump Sum	----	\$ 58,550.00
13.00	Railroad Flagger	1 Lump Sum	----	\$ 49,130.00

NOTES:

- 1.00 All trenchless crossings bid items are tied together, unless otherwise noted.
- 2.00 Contractor shall furnish, set, align and weld the 30" steel water line pipe for Horizontal to push into place and cellular grout the annular space.
- 3.00 Horizontal has the underlying Railroad Insurance converges as required by the railroad, i.e.. \$10,000,000, included within our price. Pricing does not include the Railroad Protective Liability Insurance. In our opinion, it is advantageous to purchase the Railroad Protective Liability Insurance during the permitting process by Others. If requested, Horizontal can cover, we will request to be reimbursed at cost plus 10%. Horizontal estimates the cost to be \$3,000 or less.

Contractor to:

- Furnish, set, align and weld all 30" steel water line pipe, tracer wire, or any other items related to their carrier pipe for installation through the steel casing.
- Furnish and install all cathodic protection for the work, including Contractor's 30" steel water line pipe and the installed steel casings if applicable.
- Provide a water source near the crossing locations, as close as practical.
- Handle any relocations, re-routing or bypass pumping of existing utilities found to be in conflict with the trenchless crossings.
- Handle all dewatering needed for the work (not anticipated per the GBR for trenchless work). Horizontal will furnish up to two 2-inch submersible pumps for pumping of nuisance water from the pits.
- Handle all staking, pre and post construction surveys and any as-built surveys required. If a licensed surveyor is required, Contractor shall provide and cover all associated cost.
- Provide and maintain all access, easements and room to perform the work.
- Handle all erosion control, SWPPP and associated permits.
- Handle all removals replacements, reseeding and site restoration.
- Handle all shoring removal and final backfilling and tamping of pits, and moving or hauling of excess spoil, as required.
- Handle all inspections, testing and QA/QC required for the trenchless work.
- Handle all traffic control, barriers, flashers, flagmen, permits, pedestrian control, fencing or other similar items.
- Handle all CDOT Highway Crossing Permits, Gas Line Crossing Agreements, Railroad Permits, Permit Revisions, Railroad Protective Insurance and Right-of-Way (ROW) entry fees, if any are required.

Horizontal Boring & Tunneling Co. shall:

- Furnish shafts and shoring. Co-ordinate with Contractor for Contractor's use of shoring to lay through pits and backfill, at no added cost to Contractor.
- Furnish 42" (min.) steel casing pipe and install using trenchless methods into place. The steel casing shall conform to ASTM A252 Grade 2 (non-hydro) with a minimum yield strength of 35,000 psi.
- Furnish and place contact grout between the exterior of the steel casing and the bore hole for the entire length of the crossing upon completion of each trenchless crossing.
- Perform all geotechnical instrumentation and monitoring as it relates to the trenchless crossings.
- Provide certified welders meeting AWS D1.1 welding code for welding of the steel casing pipe.
- Furnish and install casing spacers, furnish end seals and assist Contractor with pushing Contractor's 30" steel water line pipe through the casing. Contractor is responsible for setting, aligning, welding, testing and any other items directly related to of their 30" steel water line pipe.
- Furnish cellular grout and fill the annular space between the steel casing and Contractor's installed 30" steel water line pipe.
- Handle all potholing of properly marked utilities at the pit locations and along the alignment of each crossing on centerline.
- Furnish any rock base materials needed for the pits and/or sumping.
- Handle all costs associated with the Railroad Observer and Flagger while on site overseeing the trenchless scope of work.
- Not responsible for any obstructions encountered which are unable to be brought back by the auger or which require boring, jacking or drilling operations to stop.
- **Furnish payment and performance bonds, if requested, at an additional cost of \$19.00/\$1000 to the Contractor.**
- All applicable taxes on Horizontal's materials are included. Contractor to provide applicable exemption certificates.

Soils shall be similar to soil bore(s) and geological profiles as referenced in the Geotechnical Baseline Report (90% Design) provided by Lithos Engineering, date December 2022.

If you have any questions, please contact Lucas Dietterle at 402-266-9110 (direct) or 402-266-5347 (office) or email lucasd@hbttrenchless.com.

TRENCHLESS CONSTRUCTION SCHEDULE

Project: Interstate 70 and UPRR Tunnels Work Package 3

Location: Aurora, CO

Start Trenchless Construction: **3/1/2023**



TASK DESCRIPTION	PLAN START	PLAN END	DURATION	TYPE	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	6	13	20	
					Mar	Mar	Mar	Mar	Mar	Apr	Apr	Apr	Apr	May	May	May	May	May	Jun	Jun	Jun	Jun	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Jul	Aug	Aug	Aug	Aug	Sep
Preconstruction / Procurement	3/10/2023	4/18/2023	87																																
Tunneling Subcontractor Award	3/10/2023	3/10/2023		G																															
Method Plan Submittals	3/13/2023	4/18/2023	37	R																															
Material Procurement	3/15/2023	4/18/2023	35	R																															
Install Instrumentation & Monitoring	4/10/2023	4/18/2023	7	B																															
Tunnel Crew Mobilization	4/19/2023	4/25/2023	5	O																															
Tunnel Crew Demobilization	9/16/2023	9/20/2023	3	O																															
Remove Instrumentation & Monitoring	9/16/2023	9/20/2023	3	B																															
Interstate 70 Crossing STA 114+00 - 410 LF x 42" Steel for 30" Water Line	4/26/2023	7/7/2023	53																																
Site Setup, Staging & Utility Locates	4/26/2023	5/2/2023	5	B																															
Excavate and Shore Jacking	5/3/2023	5/5/2023	3	X																															
Setup Jacking Pit for Tunneling	5/6/2023	5/9/2023	2	O																															
Excavate and Shore Receiving Pit	5/6/2023	5/10/2023	3	X																															
Tunnel/GAB 42-in Steel Casing Pipe	5/11/2023	6/7/2023	20	R																															
Remove Tunnel Equipment & Temp Utilites	6/8/2023	6/12/2023	3	O																															
Setup and Contact Grout 42-in Steel Casing Pipe	6/13/2023	6/15/2023	3	O																															
Setup and Push 30-in Steel Water Line Carrier Pipe	6/16/2023	6/23/2023	6	P																															
Setup and Fill Annular Space with Cellular Grout	6/26/2023	6/29/2023	4	P																															
Load Equipment and Move to Next Location	6/30/2023	7/7/2023	4	B																															
Union Pacific Railroad Crossing STA 130+00 - 471 LF x 42" Steel for 30" Water Line	7/5/2023	9/15/2023	54																																
Site Setup, Staging & Utility Locates	7/5/2023	7/7/2023	3	B																															
Excavate and Shore Jacking	7/10/2023	7/13/2023	4	X																															
Setup Jacking Pit for Tunneling	7/14/2023	7/17/2023	2	O																															
Excavate and Shore Receiving Pit	7/14/2023	7/18/2023	3	X																															
Tunnel/GAB 42-in Steel Casing Pipe	7/19/2023	8/18/2023	23	R																															
Remove Microtunnel Equipment & Temp Utilites	8/19/2023	8/23/2023	3	O																															
Setup and Contact Grout 42-in Steel Casing Pipe	8/24/2023	8/28/2023	3	O																															
Setup and Push 30-in Steel Water Line Carrier Pipe	8/29/2023	9/7/2023	7	P																															
Setup and Fill Annular Space with Cellular Grout	9/8/2023	9/13/2023	4	P																															
Load Equipment and Demobilize	9/14/2023	9/15/2023	2	B																															



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Breanna Bucklin, CIC PHONE (A/C. No. Ext): 402-861-7000 E-MAIL ADDRESS: breanna.bucklin@fnicgroup.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Horizontal Boring & Tunneling Co. 505 S River Ave P.O. Box 429 Exeter NE 68351	INSURER A: National Union Fire Ins Co. of Pitt	NAIC # 19445
	INSURER B: Homesite Insurance Company of Florida	11156
	INSURER C: The Cincinnati Insurance Co	10677
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1866432383

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL1938351	6/1/2022	6/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2507657	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXP00142200	1/1/2022	6/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC48240060	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability			EXS0639398	1/1/2023	6/1/2023	Per Occurrence \$3,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE CERTIFICATE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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January 12, 2023

RE: Horizontal Boring & Tunneling Co.

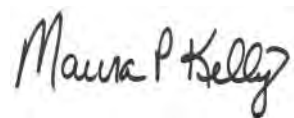
To Whom It May Concern:

Please be advised that Horizontal Boring & Tunneling Co. is a long-term, valued bond client of FNIC and Swiss Re Corporate Solutions America Insurance Corporation which is an A+ rated surety and part of the Swiss Re Group. We have the utmost confidence and respect for Brent & Lori Moore and their fine organization.

Currently, Horizontal Boring has bonding limits of \$5,000,000 single project and \$10,000,000 aggregate. Of course all final bond authorizations are subject to standard underwriting at the time of the request, including review of the contract terms, bond forms, contract financing and other pertinent underwriting considerations.

Please feel free to call Dave Dominiani at 402-861-7142 if you have any questions or need additional information.

Sincerely,



Maura P. Kelly
Attorney-in-Fact

January 17, 2023

To Whom It May Concern

RE: Horizontal Boring & Tunneling – 2023 NCCI Experience Rating

Horizontal Boring & Tunneling (HBT) has had better than average Experience Rating calculation over the past several years.

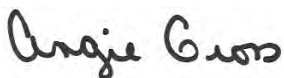
- 1/1/2023 0.79 **0.76 See below
- 1/1/2022 0.80 **0.76
- 1/1/2021 0.93 **0.90
- 1/1/2020 1.08 **1.04
- 1/1/2019 1.19 **1.14
- 1/1/2018 1.00 **0.93

HBT works in North Dakota and Wyoming; both states are monopolistic and are not included in the NCCI Experience Rating. We added the audited payrolls; class codes and losses for each state over each of the years used in the 2018, 2019, 2020, 2021, 2022, 2023 calculations. Based on the information added for these two states the Experience Modification would have been reduced to 0.93**, 1.14**, 1.04**, 0.90**, **0.76 and **0.76. HBT has taken corrective action by updating safety procedures for equipment installation and confined space entry. Also, the safety director has increased the use of Toolbox meetings with emphasis on ladder safety; excavation safety and working with equipment.

We feel Horizontal Boring & Tunneling has taken aggressive steps in developing and enhancing their safety culture within their organization, which will have a positive impact on the loss experience in the future.

Please do not hesitate to call us with any questions or concerns you may have on this summary.

Regards,



Angie Gross, CIC
Account Executive

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

*****Alabama

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.84	0.24	7,043	130	31					
Policy Period Totals			7,043	130	31					

*****Arizona

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	0.73	0.30	10,215	75	22					
Policy Period Totals			10,215	75	22					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	0.73	0.30	1,089	8	2					
Policy Period Totals			1,089	8	2					

*****Arkansas

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	1.00	0.33	11,983	120	40					
Policy Period Totals			11,983	120	40					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.00	0.33	15,200	152	50					
Policy Period Totals			15,200	152	50					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6319	1.00	0.33	58,304	583	192					
Policy Period Totals			58,304	583	192					

*****Colorado

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	0.71	0.31	205,094	1,456	451					
Policy Period Totals			205,094	1,456	451					

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6306	1.44	0.36	10,858	156	56					
6319	0.71	0.31	378,678	2,689	833					
Policy Period Totals			389,536	2,845	890					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6306	1.44	0.36	17,972	259	93					
6319	0.71	0.31	204,104	1,449	449					
Policy Period Totals			222,076	1,708	542					

****Idaho

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.56	0.30	8,626	135	40					
Policy Period Totals			8,626	135	40					

****Illinois

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	1.89	0.16	90,571	1,712	274					
Policy Period Totals			90,571	1,712	274					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.89	0.16	26,905	509	81					
Policy Period Totals			26,905	509	81					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6319	1.89	0.16	14,870	281	45					
Policy Period Totals			14,870	281	45					

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

****Iowa

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6306	2.39	0.25	7,955	190	48	FMX1043	5	F	15,570	15,570
6319	1.45	0.24	156,898	2,275	546	FLF9032	6	F *	199	199
6325	1.78	0.24	298	5	1	FMP4336	6	F *	341	341
Policy Period Totals			165,151	2,470	595				16,110	16,110

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.45	0.24	167,276	2,426	582	2 Sm. losses	6	*	878	878
6325	1.78	0.24	7,777	138	33					
Policy Period Totals			175,053	2,564	615				878	878

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6306	2.39	0.25	41,887	1,001	250	2 Sm. losses	6	*	666	666
6319	1.45	0.24	94,586	1,372	329					
6325	1.78	0.24	1,461	26	6					
Policy Period Totals			137,934	2,399	586				666	666

****Kansas

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6306	1.47	0.31	97,606	1,435	445	Sm. loss	6	F *	126	126
6319	1.04	0.29	74,448	774	225					
6325	0.97	0.29	8,967	87	25					
8204	1.52	0.40	431,204	6,554	2,622					
8227	1.05	0.31	443	5	1					
8742	0.10	0.37	6,000	6	2					
8810	0.05	0.42	340,560	170	72					
Policy Period Totals			959,228	9,031	3,391				126	126

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6306	1.47	0.31	77,444	1,138	353	FQV1807	5	F	6,500	6,500
6319	1.04	0.29	314,953	3,276	950					
8204	1.52	0.40	470,411	7,150	2,860					
8227	1.05	0.31	7,815	82	25					
8742	0.10	0.37	6,000	6	2					
8810	0.05	0.42	345,712	173	73					
Policy Period Totals			1,222,335	11,825	4,263				6,500	6,500

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6306	1.47	0.31	50,480	742	230					
6319	1.04	0.29	313,168	3,257	945					
8204	1.52	0.40	675,146	10,262	4,105					
8810	0.05	0.42	358,680	179	75					
Policy Period Totals			1,397,474	14,441	5,355					

****Minnesota

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6306	2.23	0.29	12,578	280	81					
6319	0.88	0.28	5,987	53	15					
6325	1.52	0.28	21,054	320	90					
8810	0.04	0.41	20,188	8	3					
Policy Period Totals			59,807	661	189					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	0.88	0.28	26,471	233	65					
Policy Period Totals			26,471	233	65					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6306	2.23	0.29	34,247	764	221					
Policy Period Totals			34,247	764	221					

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

****Mississippi

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	1.33	0.28	7,258	97	27					
Policy Period Totals			7,258	97	27					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.33	0.28	5,850	78	22					
Policy Period Totals			5,850	78	22					

****Missouri

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	1.63	0.24	166,538	2,715	652					
Policy Period Totals			166,538	2,715	652					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.63	0.24	92,082	1,501	360					
Policy Period Totals			92,082	1,501	360					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6319	1.63	0.24	92,443	1,507	362					
Policy Period Totals			92,443	1,507	362					

****Montana

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.37	0.30	33,690	462	138					
Policy Period Totals			33,690	462	138					

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

****Nebraska

Policy Period: 1/1/2019 to 1/1/2020

Policy #: UB9J6418971926G HB

6306	2.74	0.28	38,339	1,050	294					
6306	2.74	0.28	173,071	4,742	1,328					
6306	2.74	0.28	328,821	9,010	2,523					
6319	1.33	0.27	1,458,701	19,401	5,238					
6325	1.59	0.27	23,335	371	100					
8227	1.36	0.28	706,164	9,604	2,689					
8742	0.17	0.32	165,394	281	90					
8810	0.08	0.39	1,187,669	950	371					

Policy Period Totals 4,081,494 45,409 12,633

Policy Period: 1/1/2020 to 1/1/2021

Policy #: UB9J6418972026G HB

6306	2.74	0.28	146,701	4,020	1,125	FRP0068	6	F *	403	403
6306	2.74	0.28	98,841	2,708	758					
6306	2.74	0.28	7,116	195	55					
6319	1.33	0.27	1,055,171	14,034	3,789					
6325	1.59	0.27	8,881	141	38					
8227	1.36	0.28	730,475	9,934	2,782					
8742	0.17	0.32	156,146	265	85					
8810	0.08	0.39	1,209,755	968	377					

Policy Period Totals 3,413,086 32,266 9,010 403 403

Policy Period: 1/1/2021 to 1/1/2022

Policy #: UB9J6418972126G

6306	2.74	0.28	305,303	8,365	2,342	5 Sm. losses	6	*	1,539	1,539
6306	2.74	0.28	98,841	2,708	758	FTA9427	6	F *	6,025	6,025
6306	2.74	0.28	7,116	195	55					
6319	1.33	0.27	1,005,017	13,367	3,609					
6325	1.59	0.27	11,724	186	50					
8227	1.36	0.28	924,957	12,579	3,522					
8742	0.17	0.32	176,800	301	96					
8810	0.08	0.39	1,504,639	1,204	469					

Policy Period Totals 4,034,397 38,905 10,902 7,564 7,564

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

*****New Mexico

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.22	0.22	33,927	414	91					
Policy Period Totals			33,927	414	91					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6319	1.22	0.22	1,916	23	5					
Policy Period Totals			1,916	23	5					

*****Oklahoma

Policy Period: 1/1/2019 to 1/1/2020			Policy #: UB9J6418971926G HB							
6319	1.59	0.28	41,854	665	186					
Policy Period Totals			41,854	665	186					

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.59	0.28	179,172	2,849	798					
Policy Period Totals			179,172	2,849	798					

Policy Period: 1/1/2021 to 1/1/2022			Policy #: UB9J6418972126G							
6306	1.72	0.33	8,270	142	47					
6319	1.59	0.28	647,019	10,288	2,881					
Policy Period Totals			655,289	10,430	2,927					

*****Oregon

Policy Period: 1/1/2020 to 1/1/2021			Policy #: UB9J6418972026G HB							
6319	1.15	0.35	34,768	400	140					
Policy Period Totals			34,768	400	140					

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

****South Dakota

Policy Period: 1/1/2019 to 1/1/2020 Policy #: UB9J6418971926G HB

6306	1.64	0.32	32,166	528	169					
6319	1.52	0.29	122,421	1,861	540					

Policy Period Totals 154,587 2,388 708

Policy Period: 1/1/2020 to 1/1/2021 Policy #: UB9J6418972026G HB

6306	1.64	0.32	13,548	222	71					
6319	1.52	0.29	105,882	1,609	467					

Policy Period Totals 119,430 1,832 538

Policy Period: 1/1/2021 to 1/1/2022 Policy #: UB9J6418972126G

6306	1.64	0.32	146,898	2,409	771					
6319	1.52	0.29	27,328	415	120					

Policy Period Totals 174,226 2,825 891

****Tennessee

Policy Period: 1/1/2019 to 1/1/2020 Policy #: UB9J6418971926G HB

6319	1.20	0.31	7,534	90	28					
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Policy Period Totals 7,534 90 28

****Texas

Policy Period: 1/1/2019 to 1/1/2020 Policy #: UB9J6418971926G HB

6319	0.93	0.30	126,969	1,181	354					
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Policy Period Totals 126,969 1,181 354

Policy Period: 1/1/2020 to 1/1/2021 Policy #: UB9J6418972026G HB

6319	0.93	0.30	19,656	183	55					
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Policy Period Totals 19,656 183 55

Policy Period: 1/1/2021 to 1/1/2022 Policy #: UB9J6418972126G

6319	0.93	0.30	84,002	781	234					
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Policy Period Totals 84,002 781 234

Workers' Compensation Experience Rating Worksheet

Effective Date: 1/1/2023

Risk ID: 918052461

State: INTERSTATE

1	2	3	4	5	6	7	8	9	10	11
CODE	ELR	D - RATIO	PAYROLL	EXPECTED LOSSES	EXP. PRIM. LOSSES	CLAIMDATA # ID	IJ	OF	ACT. INC. LOSSES	ACT. PRIM. LOSSES

*****Wisconsin

Policy Period: 1/1/2019 to 1/1/2020 Policy #: UB9J6418971926G HB

6319	0.77	0.25	58,955	454	113					
Policy Period Totals			58,955	454	113					

Policy Period: 1/1/2020 to 1/1/2021 Policy #: UB9J6418972026G HB

6319	0.77	0.25	41,169	317	79					
Policy Period Totals			41,169	317	79					

		(D) - (E)			(H) - (I)			
0.16	"W" VALUE	142,670	201,870	59,200	0	45,625	25,124	25,124
A	B	C	D	E	F	G	H	I
		EXPECTED EXCESS	TOTAL EXPECTED	TOTAL EXP. PRIM.	ACTUAL EXCESS	"B" VALUE	TOTAL ACTUAL	TOTAL ACT. PRIM.

Limited loss. s Subrogation or other special loss.

16
ARAP
1.00
if applicable

Experience Modification Calculation	11	12	13	14
PRIMARY LOSSES		STABILIZING VALUE	RATABLE EXCESS	ADJUSTED TOTALS
ACTUAL	(I)	(C) X (1 - A) + (G)	(A) X (F)	
	25,124	165,468	0	190,592
EXPECTED	(E)	(C) X (1 - A) + (G)	(A) X (C)	
	59,200	165,468	22,827	247,495

15
EXP MOD
(J) / (K)
0.77

* Rating reflects a decrease of 70 percent medical-only primary and excess loss dollars where ERA is applied, reflected only in totals (F), (H), and (I).

The ARAP surcharge shown is for those states in the rating that have approved the ARAP program. It was calculated based on the general interstate formula and maximum, however, the maximum surcharge may vary by state.

Name of Project: Eastern Utility Zone 4 Waterline - Tunnels Work Pkg. 3 Methods and Procedures
Location: Aurora, CO
Dated: January 24, 2023

Methods & Procedures for Shafts and Tunnels

Guided Auger Boring Method Highlights

Horizontal Boring and Tunneling (HBT) shall employ Guided Auger Boring Methods for the installation of the 42-steel casings on this project. Guided auger boring shall employ either a steerable guiding head having line and grade control capabilities or using a pilot tube to intermediate casing to final casing step-up approach.

The steerable auger system uses a steerable guiding head to install the steel casing along the appropriate bore path, installing the final steel casing in a single pass. This method involves cutting a bore hole and removing spoil with continuous flight augers, from within the steel casing, while simultaneously jacking the permanent steel casing into place. The lead auger will be extended just past the leading edge of the guiding head, in clays soils, to generate an overcut space slightly larger than the casing for the guiding head to pass into. In contrast, for sandy or loose soils, the lead auger will be kept inside the leading edge of the steel casing to eliminate any overmining of the soils during boring operations. In this instance, the guiding head shall be wrapped with a cutting band to create the overcut space for the guiding head to pass into. The guiding head, having line and grade control capabilities, will be affixed to the first joint of steel casing, and become the lead section of the pipe string guiding the permanent steel casing into position along the appropriate bore path. Grade is monitored by using a water level and controlled by adjusting the pitch of the guiding head's, hinged lead section, using a turnbuckle affixed to the guiding head and controlled from the bore pit. Line is monitored by periodically removing the augers from within the steel casing and self-surveying, with adjustments being made by installing/removing steel alignment pads located on each side of the guiding head at spring line behind the hinges. Through self-survey and water level readings, the operator can closely monitor for an on-line and on-grade crossing.

The Pilot Tube Installation uses a 4.5-inch diameter pilot tube to guide the steel casing along the proposed bore path as the steel casing is being jacked forward into place. The pilot tube is initially installed using a guided boring machine, controlled by a theodolite and camera guidance system, to achieve a highly accurate line and grade bore path for the final steel casing to follow. After installation of the pilot tube, an intermediate step-up steel casing is affixed to the pilot tube via a pilot tube step-up adaptor and a single stage reaming head to cut the appropriate size bore hole for installing the intermediate steel casing. The spoils are drawn into the steel casing as the assembly is thrust forward and are removed from the excavation face with continuous flight augers, from within the steel casing, while simultaneously jacking the steel casing into place. As the steel casing is thrust forward, the pilot tube rods are decoupled in the exit pit. Once the single stage reamer and intermediate casing reach the exit pit, operations are stopped to allow for torch cutting and removal of the reamer, all the while, a second stage reamer and adaptor are welded onto the intermediate steel casing in the bore pit to receive the follow-on final steel casing. Once all welding and torch cutting is complete, boring operations will resume, following the aforementioned boring procedures, until the final steel casing reaches the exit pit. As the final steel casing is being thrust forward, the intermediate steel casing is being torch cut and removed from the exit pit in predetermined lengths. The initial pilot tube pass sets the path forward, for achieving an on-line and on-grade crossing for the final steel casing to follow.

The guided auger boring procedures outlined above are to be used as a guideline for HBT's field crews for installing the trenchless crossings on this project. HBT reserves the right to modify these procedures if the observed site conditions warrant a change. Additional guided auger boring procedures, tooling or a complete changed in method shall be allowed. HBT will notify the Contractor of any forthcoming changes and resubmit on procedures, if necessary.

Trenchless Construction Specialist



Pit Shoring and Excavation Highlights

HBT will be responsible for providing equipment and qualified operators necessary to excavate, slope and shore the bore and exit pits per OSHA standards on this project. The excavation of the bore and exit pits will be completed by using a hydraulic excavator sufficient in size to handle all digging, shoring installation, setting of steel casing, and setting/removing of boring equipment.

The bore pits, shall likely be located at the lower end of each crossing, will have approximate plan dimensions of 40-foot-long x 16-feet wide and range in depth from 12-feet to 15-feet. Pit shoring will consist of single or double stacked steel trench boxes, loose steel plates and/or steel sheet piling. In addition to steel trench boxes, HBT may use sloping and/or benching of the soils to achieve the appropriate depths for the bore pits while meeting OSHA standards.

The exit pits, shall likely be located at the upper end of each crossing, will have approximate plan dimensions of 24-foot-long x 12-feet wide, ranging in depth from 14-feet to 16-feet. Like the bore pits, the exit pit shoring will consist of single or double stacked steel trench boxes, loose steel plates and/or steel sheet piling. In addition to steel trench boxes, HBT may use sloping and/or benching of the soils to achieve the appropriate depths for the exit pits, while meeting OSHA standards.

Bore and exit pits will be excavated at the ends of each bored crossing. Exact locations will be determined in the field. Spoils from the pit excavations will be stockpiled on site, provided sufficient room exists. If room does not exist, HBT will coordinate with the Contractor to have spoils hauled off. The pit floors will be over excavated by 1-2-foot and backfilled with a crushed stone to create a dry, stable base for equipment and personal to work from. If ground water or surface run-off is encountered, dewatering sump(s) will be installed in the pit floor to allow for the installation of a submersible pump(s) to draw down water levels within the pit to achieve dry working conditions.

Guided Auger Boring Detailed Procedures and Equipment

HBT proposes to follow guided auger boring techniques for the installation of the 42-inch steel casings.

A. Pilot Tube Method

The pilot tube method utilizes a guided boring machine to install a 4.5-in diameter pilot tube on the proposed line and grade followed by upsizing to intermediate pipe sizes, if necessary, before installing the final steel casing.

1. Installation of the Pilot Tube

The pilot tube installation will be performed by using an Akkerman 240A Guided Boring Machine (GBM) used in conjunction with a theodolite and camera guidance system to achieve a highly accurate, on-line and on-grade, bore path. The initial pilot tube rod, 2.5-foot in length and hollow, is affixed with the appropriate tooling for the given ground conditions and thrust forward into the soil. Once fully consumed in the soils a second pilot rod is affixed to the lead rod, before being thrust forward. The process is repeat for each individual rod until the lead rod and tooling reach the exit pit.

The lead pilot tube rod will be affixed with a 30° - 45° sloped steering head/bit (selection based on the given ground conditions), as a high-volume lubrication pump, injects a bentonite solution into the annular space between the steering head and soil to assist with soil displacement as the pilot tube rod and steering head are advanced forward.

The theodolite and camera guidance system, setup in the bore pit, reference a target within the lead pilot tube rod assembly to verify line and grade.

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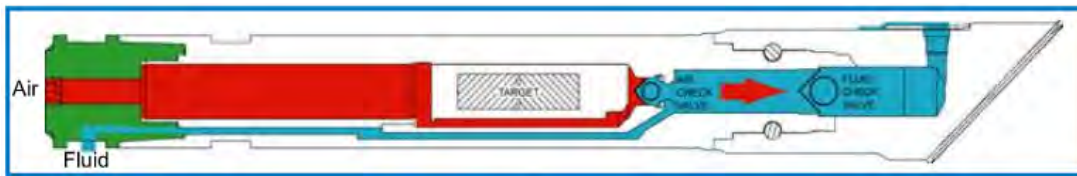


Illustration: Lead Pilot Tube Rod Assembly

2. Installation of Steel Casing

Upon completion of the pilot tube, an intermediate step-up casing or final steel casing will be installed using an Auger Boring Machine (Barbco 36/48 or similar). To do so, a single stage reaming head assembly (Akkerman GRS-50 or similar) will be connected to the lead section of steel casing and attached to a GBM bearing swivel and joined to the last pilot tube rod in preparations for install. The auger boring machine thrusts the steel casing and reaming head assemble forward while the augers simultaneously rotate excavating the soil from the excavation face conveying it back to the bore pit for removal. The steel casing will be installed in 20-foot or 40-foot joints and field welded to each other using fully penetrated butt welds around the outside circumference of the steel casing. After the initial lead joint of steel casing is advanced forward and fully consumed in the soil, another joint of steel casing is lowered, set, aligned, welded, and thrust forward. This process is repeated until the steel casing reaches the exit pit.

While the bore crew is advancing the steel casing from the bore pit, the exit pit crew will be breaking down, decoupling, and removing the pilot tube rods from within the exit pit.

If lubrication of the steel casing is required, it will be provided by pumping a bentonite-water solution through a supply line into the overcut zone outside of the steel casing. The supply line delivers the bentonite-water solution at certain discharge points along the alignment lubricating the steel casing and reducing skin friction during install.

3. Monitoring and controlling alignment and grade

The primary control for line and grade will be the pilot tube installed using the GBM.

Monitoring of line and grade will be performed using the theodolite and camera guidance system as previously mentioned. This system is designed, manufactured, and sold in conjunction with the GBM. A target is placed in the lead section pilot tube assembly and monitored with the theodolite and a camera assembly from the bore pit. When necessary, to correct line and grade deviations, steering adjustments can be made by rotating the sloped steering head prior to thrusting the pilot tube forward. Line and grade checks are done every 2.5-feet for the first 30-40 feet with checks after that, as frequent as the onsite Foreman deems necessary.

4. Face Excavation and Control

Excavation at the face will be accomplished by using the leading edge of the steel casing, a single stage reaming head adaptor and an auger to excavate the spoil. A cutting band will be wrapped and welded around the lead section of steel casing, positioned immediately behind the reaming head adaptor, providing a radial overcut, up to 0.75-inch, to relieve drag on the casing as it's pushed forward. Inside the steel casing, the front of the auger will be turned at a rate which result in the correct volume of spoil removal for the given ground conditions.

After being excavated from the face, the spoil will be conveyed through the steel casing using a continuous flight auger and will be discharged from the boring machine spoil chamber. Discharged spoil, will be removed from the pit using a hydraulic excavator and stockpiled on site. Disposal of stockpiled spoil will be handled by Others as needed.

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The face of the bored excavation will be maintained by controlling the position of the auger inside the steel casing, the rate of casing advancement, and the rate of spoil removal. The auger will be positioned to cut a certain distance in front of, or behind the leading edge of the steel casing. The augers will be positioned near or in front of the leading edge in clayey soils or behind the leading edge and within the steel casing in sandy soils. The rate of spoil removal can be adjusted by changing the rate of auger rotation, auger positioning and the rate of steel casing advancement. Adjustments to these three components will be made in real-time based on actual site conditions.

Face control during stoppage and shutdown periods are maintained by reversing the augers and leaving a soil plug at the face, pushing the augers tight up against the plug for additional support. The plug is sufficient, to prevent running or sloughing soils during stoppage or shutdown periods.

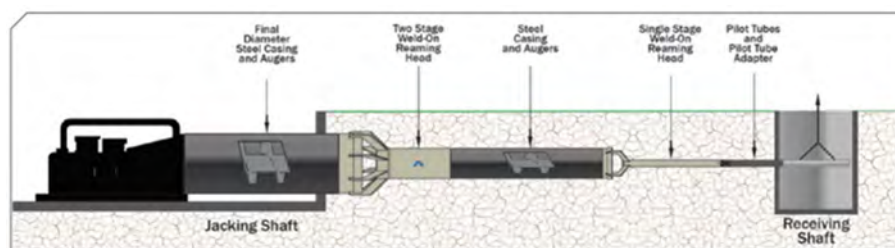
HBT primarily expects to encounter, dry, sandy lean clays, with the potential for small pockets of clayey sand or poorly graded sands. The methods described above for auger positioning within clay soils shall be sufficient to keep a stabilized face during boring operations.

The soil conditions observed during bore pit excavation will inherently verify the soil conditions prior to beginning each trenchless crossing. If running or flowing soil conditions are encountered during pit excavation, which are not anticipated, HBT will adjust their equipment and method accordingly and issue any updates to this method plan submittal.

5. Casing Step Up Procedure (Optional)

If necessary and as determined by the onsite Foreman and Project Superintendent, HBT may elect to increase the size of the bore hole through multiple boring passes by stepping up the steel casing size from the 4.5-inch pilot tube up to the final 42-inch permanent steel casing in lieu of direct installation of the 42-inch steel casing. The first step-up pass will be from the 4.5-inch pilot tube up to a 16-24-inch temporary steel casing. The second step-up pass will be from the temporary steel casing to the 42-inch permanent steel casing. To do this, a 16-24-inch single stage reaming head assembly (Akkerman GRS-50 or similar) will be connected to the lead section of steel casing and attached to a GBM bearing swivel and joined to the last pilot tube rod in preparations for install. The temporary steel casing is bored across as previously described in this method plan. As the step-up adapter reaches the exit pit, the remaining spoils are cleared from the temporary steel casing, augers removed and the weld attaching the adapter to the temporary steel casing is torch cut, and the adapter is removed from the pipe string. For installation of the 42-inch steel casing a two-stage reaming adaptor is welded to the last joint of 16-24-inch temporary steel casing and the lead section of the 42-in steel casing. The boring process is then repeated, until reaching the exit pit. As the step-up process progresses, the temporary steel casing will be pushed into the exit pit and torch cut into 10 or 20-foot lengths and removed from the pit.

The steel casings, temporary and permanent, will be installed in 20-foot, or 40-foot joint lengths. A hydraulic excavator, of sufficient size, will service the bore pit. The steel casing will be field welded, in the pit, to the preceding casing prior to being pushed into place by the auger boring machine.



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A. Steerable Guiding Head Method

Auger Boring with a steerable guiding head allows for the installation of the 42-inch steel casing in a single pass, therefore not requiring multiple passes, achieving the proposed line and grade using the steerable guiding head features.

1. Installation of the Steel Casing

A 42-inch, outside diameter, guiding head, having line and grade control capabilities, will be the lead section of steel casing guiding the permanent steel casing into position along the bore path. Grade monitoring is accomplished by using a water level and dedicated water lines affixed to the top of the guiding head and steel casing. Grade is monitored every 2.5 feet, or more frequently as needed, of horizontal advancement of steel casing for the first 20-40 feet of installation. Monitoring frequency is reduced to every 5 feet of advancement once a consistent grade has been established. Grade control is accomplished by adjusting the pitch of the guiding head's, hinged lead section, using a turnbuckle.

The 42-inch guiding head will be lowered and set on saddles within the bore machine track and pushed into the ground using the auger boring machine. HBT will closely monitor line and grade during installation of the guiding head, periodically self-surveying with a transit level. Once the guiding head has been installed, the first joint of 42-inch steel casing will be lowered and set in place, welded to the guiding head, augers inserted, and the steel casing joint advanced forward into the soil. While the steel casing is being advanced forward, the continuous flight augers will rotate removing spoil from the face of the bore and conveying it back to the bore pit for removal by our service excavator. This process will be repeated for all remaining steel casing joints until the guiding head reaches the exit pit. The permanent steel casing will be installed in 20-foot, or 40-foot joints and field welded to the preceding joint. The welded joints will be fully penetrated butt welds around the outside circumference of the pipe.

2. Method to Control Line & Grade

As mentioned previously, grade is checked using a water level, and maintained by adjusting the pitch of the guiding head to correct any deviation from the staked grade. Line will be monitored by periodically removing the augers, frequency determined by the onsite Foreman, from the steel casing and self-surveying. If adjustments are needed, adjustments will be made by installing and/or removing steel alignment pads located on either side of the guiding head at spring line, just behind the hinges. Alignment adjustments will require manned entry into the steel casing. This entry is considered a confined space entry, which HBT personnel have been trained for and have the procedures and equipment in place to complete without incident. They will utilize the company standard entry permit, air monitors, ventilation (as needed), retrieval lines, and 2-way radios to facilitate the confined space entry.

3. Method & Details of Spoil Removal

Excavation at the face will be accomplished by using a steel guiding head as a shield and an auger to excavate the soil. The leading edge of the guiding head is beveled to cut the soil as it is advanced. The lead auger may be equip with a dirt bit with wing cutters which extend just beyond the lead edge of the guiding head to cut a bore hole with an overcut, up to 0.75-inches on radius, to allow the guiding head to pass into as it advances forward. The overcut bore hole will inherently alleviate drag on the steel casing as the pipe string moves forward.

As an alternate, a cutting band can be wrapped around the leading edge of the guiding head to create the overcut void, up to 0.75-inch on radius, to allow for the guiding head to pass into as it advances forward. This approach will also alleviate drag on the steel casing as its advanced forward.

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The augers shall rotate at a uniform rate which result in spoil removal for the given ground conditions. It shall be determined by the boring machine operator and the onsite Foreman, at what rate the augers rotate given the existing ground conditions. After being excavated from the face, the spoil will be conveyed through the steel casing using a continuous flight auger and will be discharged from the boring machine spoil chamber. Discharged spoil, will be removed from the pit using a hydraulic excavator and stockpiled on site. Disposal of stockpiled spoil will be handled by Others as needed.

4. Face Excavation and Control

The face of the bored excavation will be supported by controlling the position of the auger, the rate of casing advancement, and the rate of spoil removal. Adjustments to these three components will be made in real-time based on conditions encountered during the bore. The auger will be positioned to cut a certain distance in front of, or behind the leading edge of the guiding head. The augers will be positioned near or in front of the leading edge of the guiding head in clayey soils or behind the leading edge and within the steel casing in sandy soils.

Face control during stoppage and shutdown periods are maintained by reversing the augers and leaving a soil plug at the face, pushing the augers tight up against the plug for additional support. The plug is sufficient, to prevent running or sloughing soils during stoppage or shutdown periods.

HBT primarily expects to encounter, dry, sandy lean clays, with the potential for small pockets of clayey sand or poorly graded sands. The methods described above for auger positioning within clay soils shall be sufficient to keep a stabilized face during boring operations.

The soil conditions observed during bore pit excavation will inherently verify the soil conditions prior to beginning each trenchless crossing. If running or flowing soil conditions are encountered during pit excavation, which are not anticipated, HBT will adjust their equipment and method accordingly and issue any updates to this method plan submittal.

The guided auger boring procedures detailed above are to be used as a guideline for HBT's field crews for installing the trenchless crossings on this project. HBT reserves the right to modify these procedures if the observed site conditions warrant a change. Additional guided auger boring procedures, tooling or a complete changed in method shall be allowed. HBT will notify the Contractor of any forthcoming changes and resubmit on procedures, if necessary.

Carrier Pipe Installation Process

Upon successfully completing the steel cased crossings and contact grouting the annular spaced between the excavated hole and the O.D. of the 42-inch steel casing, HBT shall assist the Contractor with installing the 30-inch steel carrier pipe. Each joint of 30-inch steel carrier pipe will be affixed with casing spacers, installed not more than 10-foot center to center between spacers and at a minimum of 2-feet from each pipe joint or in accordance with the manufacturer's spacing recommendations, whichever is more stringent, all the while, following the manufacturers installation process.

The lead joint of 30-inch carrier pipe, with secured spacers, will be set and aligned in the bore pit using a hydraulic excavator. Once the carrier pipe has been set for line and grade it shall be pushed into the 42-inch steel casing with a horizontal boring machine. HBT shall apply lubrication to the runners, if necessary, to minimize the risk of damaging the runners and help reduce the friction between the runners and the inside wall of the steel casing. Approximately 1-2-foot of carrier pipe shall be left in the pit to set, align and field weld to the next joint. The second joint of carrier pipe will be lowered into the bore pit set, aligned, and welded by the Contractor. After welding is complete, HBT will push the carrier pipe into the steel casing. The carrier pipe will be checked for line and grade after each joint has been pushed. The average joint length of the carrier pipe shall be determined by the Contractor. This installation cycle is repeated until the lead joint of carrier pipe has reached the exit pit.

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Monitor, Control and Adjustment of Carrier Pipe Alignment and Grade

Prior to installation of the 30-inch carrier pipe, the invert of the 42-in steel casing will be surveyed, as installed, to ensure that it has been installed within the allowable tolerances for line and grade.

No further adjustments to line and grade will be made as the carrier pipe will match the line and grade of the steel casing. The casing spacers are designed to center restrain and hold the carrier pipe in the correct position throughout the entire length of the steel casing and not be adjusted for line and grade. Special attention will be given to the casing spacers during install to ensure they are all intact and serve their purpose of properly positioning the carrier pipe within the casing pipe as it is pushed into place.

Once the carrier pipe is installed, the following methods will be used to verify proper alignment and grade have been achieved.

- Surveying each end of the carrier pipe to ensure invert elevations are correct.
- Visually examining carrier pipe to ensure alignment and grade have been maintained.
- Utilizing water to ensure the 30-inch carrier pipe has a constant grade and flows without dips or low areas.

HBT shall rely on the Contactor to set benchmarks and grade control points on the surface and in the bores pits to be used during installation of the carrier pipe. HBT's on-site field Foreman, will assist the Contractor, if needed, to check line and grade before, during and after installation of the carrier pipe.

Backfill Grouting Procedures

HBT will be responsible for filling the annular space between the 30-inch carrier pipe and the 42-inch steel casing with cellular grout. Operations will commence once the carrier pipe has been pushed into the steel casing and grout tubes, vent tubes and drain lines have been installed and the ends of the pipe sealed with grouted end seals.

Cellular Grouting Mix Design

The annular space between the 30-inch carrier pipe and the 42-inch steel casing will be filled with cellular grout having a minimum wet density of 45 pounds per cubic foot (PCF), as required per the project specifications. HBT has partner with Aerix Industries out of Golden, CO to develop a universal mix design to be used in cellular grouting applications. HBT has successful used this cellular grout mix on numerous projects in the last 10+ years.

Mix Design:

The mix design for 40 PCF cellular grout, as proposed:

- 431 lb. Water (xx gallons) per CY
- 784 lb. Portland Cement per CY
- 16.1 cubic feet of Foam per CY (60% by Volume)

Cellular Grout Tubes

Multiple grout tubes or injection points will consist of 2-in PVC lines secured to the carrier pipe during carrier pipe installation and shall be staged at intervals to achieve even placement of cellular grout. The tubes will allow for complete filling of the annular space above and below the carrier pipe and around the casing spacers. Vent ports will be installed on either ends of the pipe, as close as practical to the inner wall crown of the steel casing, to allow for air to dissipate during backfilling. One drain port will be installed on each end of the casing pipe at the invert to allow for any condensation or moisture build up to drain from the pipe before backfilling. The drain ports will also be used to verify cellular grout is completely filling the annular space when it begins to discharge out each drain. Upon discharge, the drainage ports will be closed.

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End Seal/Bulkhead Installation

To seal the ends of the steel casing stopping outflow of cellular grout during backfill operations, HBT will grout pack each end of the pipe between the outside diameter of the carrier pipe and the inside diameter of the casing pipe creating an end seal. The end seal will extend approximately 16-in to 24-in inside the casing with the grout tubes, vent ports and drainage ports protruding through the grout packed zone. The grout for the end seals will be supplied locally and consist of a minimum 1,000 psi fast set non-shrink grout. As a secondary means of support, if needed and recommended by the qualified grouting person(s), HBT shall weld tabs onto the steel casing to hold the end seal securely in position as the head pressure increases on the end seal during backfilling operations.

Cellular Grout Placement

HBT plans to complete cellular grouting in a single lift using their preferred cellular grout mix, with a minimum wet density of 45 PCF. Generally, grout placement will be done from the bore pit (downhill side) side of the crossing. Grouting equipment will be staged on the surface near the top of the pit with a single grout supply line run down the pit to the injection points. Grout pressures will be monitored in the annular space, separate from the injection port, to ensure not to exceed the maximum allowable critical bucking pressure of the carrier pipe. Two pressure gauges, one on either end of the tunnel crossing, will be installed through the outer steel casing or on a secondary vent port to measure grout pressures within the annular space.

Neat cement grout will be supplied in concrete mixer trucks from a local ready-mix supplier. We anticipate pumping the cement grout at a rate of 40 GPM out of a Chem-Grout CG680 pump. Cellular foam will be added to the neat cement grout via in-line injection to the supply line leaving the Chem-Grout pump. The cellular foam and cement grout will mix within the supply line creating cellular grout as its conveyed and enters the grout tube(s). Cellular foam shall be injected at an approximate rate of 1.83 times the neat cement slurry pumping rate. This creates a maximum cellular grout placement rate of 113 GPM ($1.83 \times 40 + 40$), or 33.6 Cy/Hr. Cellular grout line pressures range from 45 – 65 psi, however, pressures significantly decrease once the cellular grout leaves the pump lines and enters the annular space. HBT shall utilize pressure gauges, as needed, to measure injection pressures which shall not exceed the pressures specified within engineering calculations as referenced above.

Horizontal will predetermine the volumes that need to be placed through any given grout tube based on the length of the grout tube and the volume it will fill within the casing prior to it being embedded in the grout mass. If the pressures do not exceed the maximum allowable grout pressures once the tube that has become embedded, the onsite Foreman, will make the determination of when to move to the next grout tube. If the determination is made to move to the next preceding grout tube, pumping will temporarily stop until the switch over is made before pumping will resume. This process will be repeated until cellular grout starts to issue from the exit pit vent port, therefore, knowing cellular grout has filled the annular void completely.

After cellular grouting is complete, HBT shall washout and cleanup into disposal catch basins that, once setup, can be disposed of properly by the Contractor.

The methods and procedures outlined in this document are to serve as a guideline for Horizontal Boring and Tunnelling's field crews to successfully complete the trenchless crossings on this project. HBT reserves the right to modify these methods and procedures if the site conditions warrant a change, changes directed by the project Superintendent or changes directed by the Project Manager. HBT will notify the Contractor of any forthcoming changes and resubmit on methods and procedures, if necessary.

Trenchless Construction Specialist



Name of Project: Eastern Utility Zone 4 Waterline - Tunnels Work Pkg. 3 – Project References
Location: Aurora, CO
Dated: January 24, 2023

Project Name: Thornton Water Project – Work Package 1 - Johnstown and Windsor Segment
Project Location: Thornton, Colorado
Project Owner: City of Thornton, Colorado
Contractor: Scott Contracting, Inc.
Date Completed: May 2021
Project Manager: Lucas Dietterle
Superintendent: Tom Hiatt
Foreman: Mark Wieczorek & Kyle Elder
Description: Installed by TBM 1,640 LF of 58" Steel Casing for 42" Steel Water Main (7 crossings)

- Pressure Grout 58" Steel Casing
- Install 42" Steel Carrier Pipe
- Backfill Grout the annular space between the steel casing and carrier pipe

Notes: Claystone, sandstone and gravelly clays below groundwater. Crossed beneath county roads, drainage ditches and a railroad. At least one intermediate jacking station was used on the longer tunnel drives.

Project Name: Interceptor Sewer System Improvements; #116-18
Project Location: Garden City, Kansas
Project Owner: City of Garden City
Contractor: Mies Construction
Date Completed: November 2018
Project Manager: Kenton Moore
Superintendent: Doug Godown
Foreman: Roger Glenn
Description: Installed total of 1,010 LF of 42" Steel Casing for 30" Sanitary Sewer (4 runs) by guided auger boring

- Pressure Grout 42" Steel Casing
- Install 30" PVC Carrier Pipe

Notes: Dry sandy/silty soils with clay. Crossed beneath county roads and US Highway 83.

Name of Project: Eastern Utility Zone 4 Waterline - Tunnels Work Pkg. 3 – Project References
Location: Aurora, CO
Dated: January 24, 2023

Project Name: I-29 Water Main Crossing (Harbor Drive to South Lewis Boulevard Project)
Project Location: Sioux City, Iowa
Project Owner: City of Sioux City
Contractor: SuBSurfco, LLC
Date Completed: May 2016
Project Manager: Kenton Moore
Superintendent: Tom Hiatt
Foreman: Cy Hill
Description: Installed total of 843 LF of 54" Steel Casing for 36" water main (4 runs) using guided auger boring

- Pressure Grout 54" Steel Casing
- Installed 36" DIP Carrier Pipe

Notes: Dry lean clays with sand. Crossed beneath UPRR Railroad tracks and Interstate I-29

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Tunnels Bid Tabulation Form
Aurora Eastern Utility Extension Zone 4 Pipeline
Prepared by Reynolds Construction, LLC



Item No	Description	Quantity	Unit	Unit Cost	Extension
	I-70 Crossing				
1	Mobilization	1	LS	\$ 78,000.00	\$ 78,000.00
2	I-70 Crossing	410	LF	\$ 1,650.00	\$ 676,500.00
3	Excavate Launch Pit I-70 Crossing	1	LS	\$ 43,000.00	\$ 43,000.00
4	Excavate Receiver Pit I-70 Crossing	1	LS	\$ 24,500.00	\$ 24,500.00
5	Instrumentation and Monitoring I-70 Crossing	1	LS	\$ 41,000.00	\$ 41,000.00
6	Traffic Control for Monitoring	1	LS		\$ -
	UPRR Crossing				
7	Site to Site Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00
8	UPRR Crossing	471	LF	\$ 1,675.00	\$ 788,925.00
9	Excavate Launch Pit UPRR Crossing	1	LS	\$ 43,000.00	\$ 43,000.00
10	Excavate Receiver Pit UPRR Crossing	1	LS	\$ 24,500.00	\$ 24,500.00
11	Instrumentation and Monitoring UPRR Crossing	1	LS	\$ 54,000.00	\$ 54,000.00
12	Railroad Observer	1	LS	\$ 120,000.00	\$ 120,000.00
13	Railroad Flagger	2	LS	\$ 42,000.00	\$ 84,000.00
				Total Proposal	\$ 1,986,425.00

*Vendor may modify and/or add additional bid items for clarification

Required Proposal Submittal Items:

1. Completed and signed Proposal Tabulation Form.
2. Schedule indicating required NTP date, durations for each shaft and tunnel, and completion times.
3. Proof of Insurance and Bonding Capacity
4. EMR Rating for the past 3 years
5. Detailed narrative describing method of installation of shafts and tunnels.
6. Example project references of three(3) tunnel projects of similar size, complexity and right of way environment.

Vendor:

Proposal Submitted By:

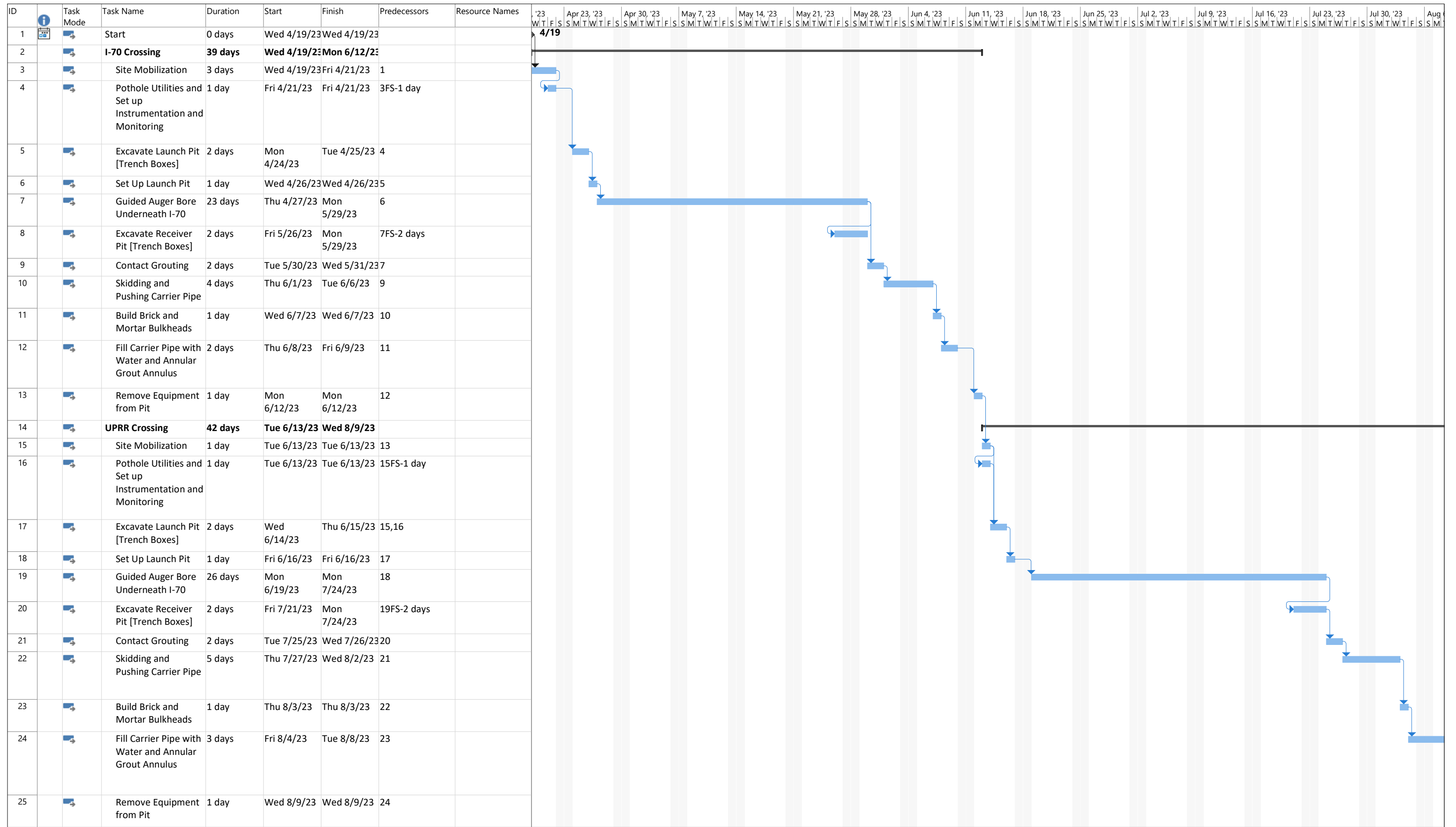
Printed Name: Peter Gibala

Title: Senior Estimator

Proposal Valid until(date, minimum 45 days):



Appendix A
Schedule



Project: Overall Project Schedul Date: Tue 1/24/23	Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Manual Progress
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Manual Progress



APPENDIX B
TECHNICAL
NARRATIVE



January 24, 2022

Kevin Flowers
Reynolds Construction
kevin.flowers@reynoldscon.com

Subject: Revised Proposal for the Interstate 70 and UPRR Tunnels Work Package 3
Trenchless Crossing
Aurora, Colorado
UIT Internal Bid Number: U23003

Mr. Flowers,

Underground Infrastructure Technologies, LLC (UIT) is pleased to offer this revised proposal to install (2) 42" x 0.625" wall thickness steel casings.

Project Overview

UIT understands the scope of the project entails installation of (1) 410 LF of 42" x 0.625" min. wall thickness steel casing pipe and (1) 471 LF of 42" x 0.625" min. wall thickness steel casing pipe. UIT anticipates utilizing guided auger bore methodology utilizing a 42" diameter McLaughlin On Target System (OTS) Head for the (2) steel casings.

Technical Narrative

UIT's pricing is based on 90% Design Review plans HDR dated December 15, 2022 and geotechnical baseline report by Lithos Engineering dated December 2022. UIT's pricings for the crossing anticipates the soil condition to be in clay with sand material with hardness no greater than 23/12 with no groundwater present. Should differing material be encountered, pricing, schedule, and boring methodology may need to be re-negotiated.

Launch pits for both of the crossings, will consist of trench box methodology 40' length x 12' width minimum, with front box being 24' in length and rear box 16' in length. Following excavation of the launch pit, a rock leveling pad will be installed at the bottom of the pit and tracks set to proper line and grade. Once the pit has been leveled, the bore machine and OTS control panel will be set in the pit. The OTS head will be welded onto the first piece of casing, and boring will begin. Once the first piece of casing is installed, another piece will be lowered to the pit and welded to the leading casing. Boring will continue in this method until near completion. Receiver pit will be excavated once the bore is near completion. Receiver pits for both crossings will be 16' length x 8' width minimum for removal of tunneling equipment. Once the bore has been completed, the casing will be cleaned and contact grouting will occur. Following contact grouting, UIT will push carrier pipe (supplied by others), and supply and install the casing spacers, and brick and mortar end seals. Carrier pipe and joint restraints are to be provided by others. Annular grouting will be installed in the annulus between the carrier and casing, and UIT will mobilize to the next crossing. The process will be repeated until the UPRR crossing is completed.

Haul trucks are assumed to be provided by others and readily available to remove spoils from UIT's excavation, or others are to provide a stockpile area to accommodate UIT's excavation and boring operations within 50ft of UIT's working area.

Base Bid Pricing

<u>Item No</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extension</u>
	I-70 Crossing				
1	Mobilization	1	LS	\$ 78,000.00	\$ 78,000.00
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5	Instrumentation and Monitoring I-70 Crossing	1	LS	\$ 41,000.00	\$ 41,000.00
6	Traffic Control for Monitoring	1	LS	N/A	\$ -
	UPRR Crossing				
7	Site to Site Mobilization	1	LS	\$ 9,000.00	\$ 9,000.00
8	UPRR Crossing	471	LF	\$ 1,675.00	\$ 788,925.00
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11	Instrumentation and Monitoring UPRR Crossing	1	LS	\$ 54,000.00	\$ 54,000.00
12	Railroad Observer	1	LS	\$ 120,000.00	\$ 120,000.00
13	Railroad Flagger	2	LS	\$ 42,000.00	\$ 84,000.00
		Total Proposal			\$ 1,986,425.00

The following work is specifically **included** in UIT's pricing proposal:

- 42" Steel Casing Installation Underneath I-70
 - Supply and installation of 410 LF of 42" x 0.625" min. wall thickness steel casing
 - Supply and installation of 64 EA Casing Spacers and 2 Brick and Mortar End Seals
 - Furnish and Install up to 25-ton rock for launch pit at subgrade depth.
 - Skidding and pushing carrier pipe. Joint Restraints and carrier pipe provided by others.
 - Supply and Installation of up to 17 CY of contact grouting.
 - Supply and Installation of up to 84 CY of annular grouting.
 - Instrumentation and Monitoring Plan
 - Potholing utilities at bore areas and for setting UMPs
 - Engineered tunnel work plans, casing axial, bending calculations
 - Engineered contact grout calculations, backfill grout buoyancy calculations
 - Erosion Control Maintenance. Erosion control to be provided by others.

- 42” Steel Casing Installation Underneath UPRR
 - Supply and installation of 471 LF of 42” x 0.625” min. wall thickness steel casing
 - Supply and installation of 73 EA Casing Spacers and 2 Brick and Mortar End Seals
 - Furnish and Install up to 25-ton rock for launch pit at subgrade depth.
 - Skidding and pushing carrier pipe. Joint Restraints and carrier pipe provided by others.
 - Supply and Installation of up to 19 CY of contact grouting.
 - Supply and Installation of up to 96 CY of annular grouting.
 - Instrumentation and Monitoring Plan
 - Potholing utilities at bore areas and for setting UMPs
 - Engineered tunnel work plans, casing axial, bending calculations
 - Engineered contact grout calculations, backfill grout buoyancy calculations
 - Erosion Control Maintenance. Erosion control to be provided by others.
 - Railpros Observers
 - Railpros Flaggers

- Launch Pits
 - Excavation and shoring of 12’ wide x 40’ long launch pit utilizing slide rail methodology up to 16 VF (Spoils haul off by others).
 - Furnish and Install handrails, orange PVC fencing around launch pits as required.
 - UIT’s pricing assumes shoring system will be utilized by GC for up to 1 week following completion of UIT’s work. Should slide rail shoring be required for longer, UIT will bill at a rate of \$6,000.00/week.

- Receiver Pits
 - Excavation and shoring of 8’ wide x 16’ long receiver pit utilizing slide rail methodology up to 16 VF (Spoils haul off by others).
 - UIT’s pricing assumes shoring system will be utilized by GC for up to 1 week following completion of UIT’s work. Should slide rail shoring be required for longer, UIT will bill at a rate of \$5,000.00/week.

The following is specifically excluded in UIT’s scope and pricing as presented in this proposal and will need to be provided by others in support of UIT’s work:

- **Traffic control**
- All Stamped engineering plans and calculations unless noted otherwise.
- Spoils removal.
- Backfill and compaction of pits following bore operations.
- Any open hole coverings (pit covers).
- Dewatering as specified above. Management of surface water and water from any existing storm systems.
- Dewatering Discharge Point.
- Construction surveying by Professional Land Surveyor.
- City, county, and state permit acquisition and fees.
- Cathodic protection furnish or installation.
- Carrier pipe and Joint Restraint.
- Casing coating.
- CCTV.
- BMP plan, setup, management, and tear down.
- Conflicting utility relocation or support.
- Construction water on-site.
- Asphalt or concrete saw cutting and removal.

- Ground improvements, chemical grout stabilization, permeation grouting, compaction grouting, ground water control at face, flowable trench backfill.
- Concrete washout.
- All material testing.
- All site restoration.
- Private Locates.
- Pipe testing.
- Environmental permitting and engineering fees, special insurance requirements.
- Fence Replacement, landscaping replacement, irrigation system replacement, preliminary grading, placement of topsoil, fine grading, grass sodding or seeding.
- Pressure and leakage testing of casing or carrier pipe, video inspections.
- Erosion control supply or installation.
- Vehicle Tracking Pads.
- Boring spoil material handling or disposal, select fills, additional geotechnical testing.
- CDPHE permit and quality testing, storm water discharge, surface water discharge.
- Hazardous or contaminated materials handling or disposal, contaminated water handling or disposal.
- Foreign subsurface condition, blasting, ripping, or chiseling.
- Liquidated damages.
- Snow removal.
- Water filling or testing of carrier pipe.

Schedule

UIT's working day durations are estimated assuming work can be completed 7:00 AM – 5:00 PM working hours, Monday – Saturday. Please note that the UPRR crossing requires 24/7 operations in Zone A.

Acceptance

This proposal assumes that a contract within 45 days of proposal date. Should contract not be awarded within 30 days, pricing for equipment and material may change. UIT's pricing is indicative of all bores being awarded to UIT. UIT reserves the right to negotiate mutually agreeable contract terms and conditions prior to performing the work. If we can be of any assistance in clarifying any points here-in, please contact me at (720)-539-0390.

We appreciate the opportunity to provide you with this proposal. We request you to please provide feedback on our pricing. Any input is valuable and appreciated.

Sincerely,

Underground Infrastructure Technologies



Peter Gibala, EI
 Assistant Project Manager
 720-539-0390
pgibala@uitbuilds.com

Specific Terms and Conditions:

UIT's proposal is to be included in the subcontract as an attachment.

The following facilities and services are to be provided to UIT by others without costs to UIT:

Site Access: Preparation and maintenance of clear, well drained, uninterrupted access ways and working platforms suitable for UIT equipment moving under its own power.

Launch & Receiver Pits: Launch and receiver pits, including excavation & shoring. (If shoring scope not awarded)

Sequence: Work is to be made available in a sequence that will enable UIT to work efficiently and systematically without restriction.

Schedule: Contracts/scheduling to be mutually agreed upon between GC and UIT prior to commencing any work.

Plan Changes: UIT is to be notified in writing of any plan or quantity changes prior to commencing bore operations.

Progression of the Work: UIT's proposal is based upon carrying out the work in an unobstructed manner during regular working hours, Monday through Saturday, in a single uninterrupted visit to the site. UIT reserves the right to work overtime or weekends at UIT's own discretion without incurring charges for inspection, site overhead or other consequential charges. In the event that UIT's work is interrupted for any reason beyond its control including by acts or omissions of the General Contractor and/or delays caused by the Owner, UIT shall be compensated at the rate of \$600 per hour for standby of the RBU crew and equipment. During complete days of standby, UIT will charge for 8 hours daily.

Delays: UIT shall be compensated its damages due to delays caused by act or omission of the general contractor.

Site Preparation and Maintenance: Removal of all surface or subsurface topsoil, brush, organic material and other unacceptable material in accordance with the requirements of the contract documents.

The design and installation of all sediment barriers, silt fence, erosion control and all other appurtenances required by the Storm Water Pollution Prevention Plan developed by Others.

The design and installation of any necessary railings, fences or other protective measures as required by local, state and federal statutes so that workers and the public are protected from falls or accidental entrance into the work site.

Water Control: All work necessary to control and maintain the site and excavation free of ground or surface water problems as they relate to UIT's operations.

Prevent surface water and subsurface or groundwater from accumulating in and on project site and surrounding area. Maintain the water table at least 2 feet below the grade of the work area. Provide local disposal of wastewater created by UIT's operations.

Launch pit cannot be exposed to storm water runoff. If pits are within drainage ditch, a means of protecting the pit from surface runoff is required to be installed by the GC.

Site Work: The work under this proposal does not include any excavation, grading or sealing work required on the site to establish a working platform or to restore the site to the original or finished grade. All such work is to be furnished by others in a timely manner, so as not to impede the progress of the work or cause damage to the finished work.

Excavation and Spoil Removal: UIT to excavate spoils from launch pit, all spoils to be removed or hauled off at this time by GC as required.

Any obstruction greater than 1/4 of the diameter of the casing will be considered a changed condition and thus will need to be negotiated through change order prior to removal or billable at the hourly rates above.

Protection of Adjacent Structures: Any necessary additional protection of existing structures, utilities, or roadways which may affect or impede UIT's work.

Traffic Control: All pedestrian and vehicular traffic control including signs and barricades, if and when required.

Utilities: UIT will utilize the appropriate state's Utility Notification System in order to locate utilities on the site. Location, potholing, removal, or relocation of any utilities not located by this service is the responsibility of the Owner, Developer and/or Contractor.

UIT will not accept any responsibility for damage to utilities not located by the one call service. Furthermore, any utilities located by the one call system that are in conflict with UIT's activities may need to be potholed, removed or relocated at the expense of the Owner and/or Contractor if UIT's work cannot be adjusted. Any costs, including delays, associated with the adjustment of UIT's work due to utility conflicts will be the responsibility of the Owner and or General Contractor.

Power poles and Overhead utilities, and existing underground utilities to be clear of minimum launch pit dimensions.

UIT will require adequate work room for and access to minimum launch pits of 40'x12' with room for equipment, truck, and trailers. All utilities to be cleared by Owner and or Contractor of these launch pit dimensions.

Engineering: All plans, specifications, and designs, necessary for the work other than those specifically discussed above.

Permits and Easements: All site permits, and easements required to legally perform the work.

Lighting: Reasonable site lighting for night work and site security.

Water Supply: Adequate supply of clean fresh potable water supplied to within 500 feet of UIT's operations for grouting operations.

Construction Waste Removal: Dumpster and/or other necessary containers for typical construction waste/debris/trash and removal and disposal of such materials. Containers to be provided within 500 yards of UIT's operations.

Sanitary Facilities: On-site sanitary facilities for the use of UIT employees.

Holiday and Sunday Work: Due to the unknown start date of this work, no holiday or Sunday pay is included in UIT's pricing under this proposal. UIT shall be compensated for all costs including markup associated with holiday or Sunday pay or travel expenses from delays beyond UIT's control or requests to work which extend project schedule over holiday or Sunday periods.

Security: Site security during nights and weekends.

Site Yard: An area shall be provided on-site, adjacent to the work, for UIT's equipment, storage yard, workshop, and site office(s).

Union Manning/Labor Affiliations: Pricing and scope as presented here-in is made expressly and exclusively with the use of open-shop labor. Should UIT be required to enter into a project specific labor agreement, or otherwise be required to utilize union labor, additional compensation may be required and UIT may require a re-negotiation of any and all project terms and conditions.

Vibration Liability: UIT cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. UIT requires that the Owner/General Contractor indemnify UIT against any and all claims for such disturbances and also take precautions as necessary to avoid any such claims. This may include vibration monitoring, excavating trenches around the affected area, etc.

Winter Conditions: Due to the unknown start date of this work, provisions for winter conditions have not been included as part of this proposal. UIT reserves the right to adjust the pricing and schedule durations presented herein should any portion of the work be performed November thru March.

Hazardous Material: In the event that UIT encounters any hazardous material on the site that has not been rendered harmless, UIT shall immediately stop work in the area affected and report the condition in writing to the Owner and Engineer. To the fullest extent permitted by law, the Owner and Contractor shall indemnify and hold harmless UIT, their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.

Third Party Billing, Document, Payment and Invoice Management: All costs for the utilization by the Owner and/or Contractor of a third-party online or electronic invoice and/or payment management service or system will be borne by the Owner or Contractor and will be added to UIT's invoice for the work. UIT will not be responsible for the costs associated with the use of these systems.

The following additional terms and conditions will apply to the proposed work:

Liquidated Damages: The Owner or Contractor shall not be entitled to any liquidated damage, delay damage or other time related penalties arising from the work.

Confidentiality: All specifications, drawings, price and technical data submitted by UIT are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purposes without the express written consent of UIT. Such information shall remain UIT's property and be returned to HW upon demand.

Period of Acceptance: This Proposal is offered for acceptance for a period of 30 days due to the volatility of the steel and fuel markets.

Exclusions: Any items of work not specifically included in this proposal shall not be the responsibility of UIT.

GENERAL TERMS AND CONDITIONS

Payment Terms: Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date.

All other amounts due, including retention (if any), will be paid in full within 45 days of substantial completion of UIT's work and UIT's demobilization off the site, regardless of the anticipated project completion date.

An interest charge of 1-1/2% percent per month will be added to invoice amounts not paid within 30 days from date of invoice. All costs of collection, including attorneys' fees and court costs, will be added to unpaid invoice amount. **UIT shall be paid in full, including retainage no later than 45 days after the substantial completion of UIT's work and UIT's demobilization off the site.**

Changed Conditions: Notwithstanding all clauses of this contract, if UIT, during its work, encounters 1) subsurface conditions or latent physical conditions which differ from those indicated in this Agreement, or 2) unknown physical conditions of an unusual nature, differing from those ordinarily encountered, then UIT shall be entitled to an equitable price and schedule adjustment to compensate it for such changed condition.

Full Compensation: It is understood that UIT will receive full compensation for its work, as set forth in the schedule of prices above for all work performed to the satisfaction of the Owner and/or Contractor regardless of any adjustments, or audits made by the Owner and/or Contractor due to the "Change Order" or "Claim" nature of the work.

Force Majeure: UIT cannot accept any liability for default or delay in the completion of the work when caused by strike, riot, war, or Act of God or other similar circumstances beyond UIT control.

Nationwide Coronavirus (COVID-19) Outbreak: The work as priced herein and any associated durations given do not take into account the nationwide COVID-19 outbreak which may significantly affect the cost and schedule on this project. This may include standby time, labor shortages, equipment or material delivery problems and shortages, and other significant project related issues. These may be a result of local, state, nationwide and international border closings, quarantines, lockdowns, and any and all related effects. UIT will not be liable for any schedule delays or cost increases as a result of any specific or compounding effects of the COVID-19 outbreak, and will keep the client informed to the extent possible, that effects, schedule delays and cost increases are or may be occurring. These costs will be passed on to the client.

Limitation of Liability: UIT does not accept liability for any damage to the structure, landscaping, utilities, french drains, septic systems, wells, physical installations, and/or any consequential damages that may result from the performance of the work. All private utilities (including any utilities left in place) and other services shall be located, exposed, and shown to our on-site representative by Others prior to commencement of work.

Liability: No liability can be accepted by UIT, nor shall UIT accept as in any way responsibility for defects of any kind whatsoever arising from a cause which is outside UIT's immediate control or knowledge, or for any fault in the junction between UIT's work and subsequent work carried out by others.

Indemnity: Subject to the terms of the Liability Clause above, and to the correct soil conditions having been provided to us prior to our work, UIT shall insure, indemnify and hold harmless the Owner and their employees from and against all claims, damages, losses, and expenses, including attorney's fees, but only to the extent of the negligence of UIT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and only to the extent such claim is covered under the General Liability Policy of UIT.

All inclusions and exclusions stated here shall be incorporated into the subcontract agreement.



APPENDIX C
PROJECT DESCRIPTION
SHEETS

PAR 1232 - Tower Road North Crossing

LOCATION:
Denver, Colorado

COMPLETION DATE:
June 21, 2021

CLIENT:
Metropolitan Water Reclamation District

CONTRACT VALUE:
\$370,844

As part of a larger project including 6 total bores, this Guided auger bore of 48" steel casing with 36" Hobas carrier pipe for 217 LF took place under an existing active roadway. The project scope for UIT included excavation of launch/receiving pits and placement/installation of 96" manholes along the alignment. Contact grouting from within the tunnel was also performed. After pushing the carrier pipe, bulkheads were formed and cellular grouting was pumped into the annular space. Continuous dewatering of the 20' deep pits was also required throughout the duration of the project.



PAR 1232 - Tower Road South Crossing

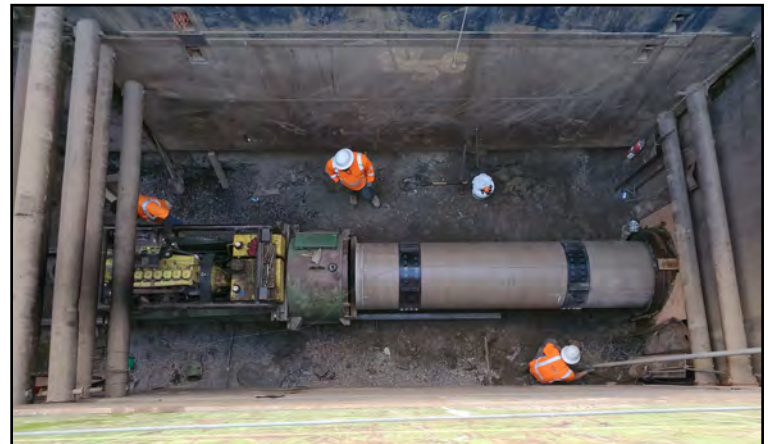
LOCATION:
Denver, Colorado

CLIENT:
Metropolitan Water Reclamation District

COMPLETION DATE:
November 10, 2021

CONTRACT VALUE:
\$506,330

As part of a larger project including 6 total bores, this Guided auger bore of 48" steel casing pipe with 36" Hobas carrier pipe for 335 LF took place under an existing active roadway and included the excavation of both launch and receiving pits as well as placement/installation of 96" manholes along the alignment. Contact grouting from within the tunnel was also performed. After pushing the carrier pipe, bulkheads were formed and cellular grouting was pumped into the annular space. Continuous dewatering of the 20' deep pits was required throughout the duration of the project.



WISE Castle Rock

LOCATION: Castle Rock, Colorado	COMPLETION DATE: 2017
CLIENT: Town of Castle Rock / Douglas County	CONTRACT VALUE: \$1,153,676

UIT was the trenchless subcontractor to Garney Construction for the excavation of eleven 48"-diameter bores totaling 1,083 Linear Feet with one excavated using a Guided Auger Bore with OTS, for 220'. The project was part of the WISE (Water, Infrastructure, and Supply Efficiency) project which is a partnership for regional water supply between Denver, Aurora, Castle Rock, and members of the South Metro Water Supply Authority. Challenges of this project included working in a dense residential area while ensuring safety to the general public, and excavating relatively deep shafts to achieve the desired waterline elevations. The geotechnical condition of this site was sandy clay / sandstone.





APPENDIX D
**CERTIFICATE OF
INSURANCE AND
BONDING CAPACITY**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

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

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

PRODUCER Alliant Insurance Services, Inc. 6312 S Fiddlers Green Circle, Ste 300E Greenwood Village CO 80111	CONTACT NAME: Lauren Schneider	
	PHONE (A/C No. Ext): 720.503.9054	FAX (A/C, No):
E-MAIL ADDRESS: Lauren.Schneider@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Underground Infrastructure Technologies, LLC 1208 Quail Street Lakewood CO 80215	INSURER A : American Guarantee and Liabili	
	INSURER B : Steadfast Insurance Company	
	INSURER C : Zurich American Insurance Comp	
	INSURER D : Pinnacol Assurance	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 167808463

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLA 0384393 - 05	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Ded.			GLA 0384393 - 05	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired PD	\$ Included
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 0384439-05	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4140834	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Contractors Pollution Liab.			EOC 0384485-05	7/1/2022	7/1/2023	Each Occ./Agg.	\$2M/\$4M
C	Leased/Rented Equipment			CPP 0384514-04	7/1/2022	7/1/2023	L/R Per Item: L/R Per Occ.:	\$300,000 \$650,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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January 19, 2023

City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Re: **Underground Infrastructure Technologies, LLC.**
Statement of Bonding

To Whom It May Concern:

Alliant Insurance Services, Inc. is the surety and insurance broker for Underground Infrastructure Technologies, LLC. We have established a surety program for Underground Infrastructure Technologies, LLC with Euler Hermes North America Insurance Company. Euler Hermes North American Insurance Company is a major provider of contract surety bonds, is listed in the Federal Register as a surety acceptable for Federal projects and is licensed in all 50 states. Euler Hermes North America Insurance Company has an AM Best Rating of A+, XV.

We have supported Underground Infrastructure Technologies, LLC with bid, performance and payment bonds up to \$10,000,000 and with aggregate capacity to \$25,000,000. This would not preclude us from considering projects and programs in excess of those parameters. Based upon our knowledge of Underground Infrastructure Technologies, LLC's management, construction experience and current financial position, we have every confidence in its abilities to successfully undertake, manage and complete projects within those parameters its areas of expertise.

Please understand that this letter is not an assumption of liability, nor is it commitment to approve and provide future bond requests. This letter is offered, simply, as a bonding reference at the request of our customer.

Sincerely,



Sheila J. Montoya
Account Manager – Lead

Cc: Underground Infrastructure Technologies, LLC
Euler Hermes North America Insurance Company



APPENDIX E
EMR LETTER



October 17, 2022

RE: Harrison Western Construction Corp.
Experience Modification History

Alliant Insurance Services, Inc.

6400 S Fiddlers Green Circle
Suite 2000
Greenwood Village, CO 80111

P (303) 824-1440
CA License No. 0C36861
alliant.com

To Whom it May Concern,

The Experience Modification Factors for Harrison Western Construction Corp. (and its wholly owned subsidiary entity Underground Infrastructure Technologies, LLC) for the past eight years are as follows:

Effective Date	Experience Rating
7/1/2022	1.09
7/1/2021	0.92
7/1/2020	1.10
7/1/2019	1.17
1/1/2019	1.16
1/1/2018	0.97
1/1/2017	0.86
1/1/2016	0.72

Please feel free to give me a call with any questions.

Thank you,

Ryan Hybarger

Ryan Hybarger
Vice President, Account Executive
(720) 793-5378



COA Eastern Utility Extension, Zone 4 Waterline Cover Letter

To Reynolds Construction

BTrenchless is pleased to submit a proposal for the COA Eastern Utilities Zone 4 Work Package 3 waterline trenchless crossings. Included below is the required proposal submission as out lined for the bid form and proposal scoring.

1. Completed and signed Proposal Tabulation Form Pricing. (35 points)
 - a. BTrenchless PDF Proposal
2. Schedule indicating required NTP date, durations for each shaft and tunnel, and completion times. (15 points)
3. Proof of Insurance and Bonding Capacity (5 points)
4. EMR Rating for the past 3 years (15 points)
5. Detailed narrative describing method of installation of shafts and tunnels. (10 points)
6. Example project references of three (3) tunnel projects of similar size, complexity and right of way environment. (20 points)

Tunnels Bid Tabulation Form
Aurora Eastern Utility Extension Zone 4 Pipeline



Prepared by Reynolds Construction, LLC

Item No	Description	Quantity	Unit	Unit Cost	Extension
	I-70 Crossing				
1	Mobilization	1	LS	\$ 11,485.00	\$ 11,485.00
2	I-70 Crossing	410	LF	\$ 1,542.00	\$ 632,220.00
3	Excavate Launch Pit I-70 Crossing	1	LS	\$ 39,966.00	\$ 39,966.00
4	Excavate Receiver Pit I-70 Crossing	1	LS	\$ 25,406.00	\$ 25,406.00
5	Instrumentation and Monitoring I-70 Crossing	1	LS	\$ 41,046.00	\$ 41,046.00
6	Traffic Control for Monitoring N/A Per Reynolds	1	LS		\$ -
	UPRR Crossing				
7	Site to Site Mobilization	1	LS	\$ 6,900.00	\$ 6,900.00
8	UPRR Crossing	471	LF	\$ 1,664.00	\$ 783,744.00
9	Excavate Launch Pit UPRR Crossing	1	LS	\$ 40,546.00	\$ 40,546.00
10	Excavate Receiver Pit UPRR Crossing	1	LS	\$ 18,078.00	\$ 18,078.00
11	Instrumentation and Monitoring UPRR Crossing	1	LS	\$ 47,466.00	\$ 47,466.00
12	Railroad Observer	1	LS	\$ 101,690.00	\$ 101,690.00
13	Railroad Flagger / Flagging for Monitoring Included up to 34 Days	1	LS	\$ 139,750.00	\$ 139,750.00
				Total Proposal	\$ 1,888,297.00

*Vendor may modify and/or add additional bid items for clarification

Required Proposal Submittal Items:

1. Completed and signed Proposal Tabulation Form.
2. Schedule indicating required NTP date, durations for each shaft and tunnel, and completion times.
3. Proof of Insurance and Bonding Capacity
4. EMR Rating for the past 3 years
5. Detailed narrative describing method of installation of shafts and tunnels.
6. Example project references of three(3) tunnel projects of similar size, complexity and right of way environment.

Vendor:

Proposal Submitted By:

Randy Everett

Printed Name:

Title: Estimator

Proposal Valid until(date, minimum 45 days):

9885 Emporia Street
 Henderson, CO 80640
 Office: (303) 469-0199
 Fax: (303) 466-8309



Proposal Contract

Date: January 24, 2023

90% Trenchless Proposal

Submitted to: Reynolds Construction
 Attention: Wes Self / JP Connolly /Kevin Flowers

Project: Eastern Utility Extension Zone 4 Water 90%
 Bid Date: 1/24/2023

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	EA	\$ 11,485.00	\$ 11,485.00
2	GBM Guided Auger Bore 42" x.625 wall Under I-70 for 30" Waterline	410	EA	\$ 1,542.00	\$ 632,220.00
3	Excavate Launch Pit at I-70	1	LS	\$ 39,966.00	\$ 39,966.00
4	Excavate Receiving Pit at I-70	1	LS	\$ 25,406.00	\$ 25,406.00
5	Instrumentation and Monitoring and Utility Monitoring of I-70	1	LS	\$ 41,046.00	\$ 41,046.00
7	Mobilization Site to Site	1	EA	\$ 6,900.00	\$ 6,900.00
8	GBM Guided Auger Bore 42" x.625 wall Under UPRR for 30" Waterline	471	LF	\$ 1,664.00	\$ 783,744.00
9	Excavate Launch Pit at I-70	1	LS	\$ 40,546.00	\$ 40,546.00
10	Excavate Launch Pit at I-70	1	LS	\$ 18,078.00	\$ 18,078.00
11	Instrumentation and Monitoring and Utility Monitoring of UPRR	1	LS	\$ 47,466.00	\$ 47,466.00
12	Railroad Observer / Admin Fees	1	LS	\$ 101,690.00	\$ 101,690.00
13	Railroad Flagger	1	LS	\$ 139,750.00	\$ 139,750.00
Total Bid					\$ 1,888,297.00

SPECIFIC PROJECT REQUIREMENTS:

All bores are bid at the length provided by the owner, if the bore length changes price to be negotiated prior to start of bore.
 Reynolds to provide 22' max lengths of carrier pipe, welding of 30", tape wrap, testing, fill carrier pipe with water prior to BTrenchless installing backfill grout.
 BTrenchless has assumed Reynolds welders can weld a minimum of 88' day or four welds of 30" carrier pipe a day, tape wrap and test prior to carrier pipe install
 Pricing is based on proposed method as approved by the GBR. If means and methods other than those included in this proposal are dictated by other entities, pricing will be adjusted for those changes. Likewise, any delays caused by the supervision or inspection services of other entities will be charged at T/M rates
 Item 13 BTrenchless has included 1 LS for railroad flagging and monitoring for a total of 34 days, anything beyond the 34 days out of our control will be treated as a change order.
 Due to the volatility of the steel, and fuel markets material suppliers are holding pricing for 15 days.

INCLUSIONS:

- Mobilizations
- Unload/Load Bore/Tunnel Equipment
- Utility Locates
- Excavate Bore Pits
- OSHA Compliant Bore Pits Shoring
- Set Bore Pit Shoring
- Bore Pit Plastic Safety Fencing
- Base Gravel for Bore Pits
- Set Boring Equipment
- Weld Casing/Certified Welders
- Furnish & Install Casing 42" x .625 Wall
- Contact Grout Between Casing and Earth
- Furnish & Install Insulator Spacers
- Install 30" x 22' Carrier Pipe Provided By Others
- Backfill Grout Interior of Casing Between Casing and Carrier
- Furnish & Install Brick End Seals
- Excavate Receiving Pits
- OSHA Compliant Receiving Pit Shoring
- Set Receiving Pit Shoring
- Receiving Pit Plastic Safety Fencing
- Pothole Utilities at Bore Areas Set UMPs
- Engineered Tunnel Work Plans, Casing Axial, Bending Calcs
- Engineered Contact Grout Calcs, Backfill Grout Buoyancy Calcs
- Sanitary Facilities for BTrenchless Employees
- Rail Pros Observer Fees, RR Insurance
- RR Flagging Cost

EXCLUSIONS:

- CDOT Permits or Fees
- Railroad Permits, ROW Agreements
- Gas Line ROW Agreements or Easement Negotiations
- Gas Line standby cost of fees of any kind notes above
- Utility Relocating, Cutting Capping of any kind
- Survey Layout, Clear & Grub
- Traffic Control, Concrete Barricades
- Saw Cuts, Asphalt or Concrete Removal
- Asphalt Remove or Replace, Surface Restoration
- Dewatering State Permits, or Fees, Dewatering Plans
- Utility Potholing other than included
- Survey/Layout, Compaction of launch or receiver pits
- Traffic Control , Flagging , Concrete Barricades (of any kind)
- Saw Cuts, Asphalt or Concrete Removal or Restoration
- Furnish or Install Cathodic Protection or Vent Tubes
- Erosion Control of any kind
- Surface Restoration, Cut off Walls, Haul Off or Disposal
- Dewatering of any kind -None Called Out at Crossings
- Dewatering disposal locations, sump basins, silt bag
- CDPHE Permits, ORC provided by GC
- Water Carrier Pipe, Testing, or Filling with Water
- Import or Export Material or Trench Bedding
- Dispose of Auger/Tunnel Spoils
- Liquidated Damages of any kind

Included with Instrumentation and Monitoring at I-70 / UPRR
 Geotechnical Instrumentation and Monitoring Plan
 Instrumentation Installation / Breakdown / Baseline
 Survey data Collection-Survey Crew (Active & Inactive Period) Inside and Outside of Zone A
 Data Review and Reporting (Est.: 1Hr per day)
 Pothole and Set Utility Monitoring Points were required
 Approx. working days for BTrenchless scope of work above = 54 Days at I-70
 Approx. working days for BTrenchless scope of work above = 56Days at UPRR

9885 Emporia Street
 Henderson, CO 80640
 Office: (303) 469-0199
 Fax: (303) 466-8309



Project: Eastern Utility Extension Zone 4 Water 90%
 Bid Date: 1/24/2023

TERMS AND CONDITIONS

STANDARD REQUIREMENTS:

Proposal is based on material that can be GBM guided auger bored method as noted above using a standard guided pilot tube machine, If material is not boreable using guided auger bore methods new price and method to be negotiated. Solid rock conditions are considered unboreable. Boulders or cobble larger than 1/4 the inside diameter of steel casing are considered unboreable and may require alternate method of trenchless installation, pending size of steel casing used or installed We require room for a 40' x 13' pit on the downhill side along with an adequate work area for our equipment. GC to provide 3 trucks during excavation of the bore pits to haul spoil if necessary to allow adequate work room and laydown area. BTrenchless will require the bore pit and length of the bore to be dewatered below invert prior to our mobilization.

--- All delay costs due to inadequate or untimely dewatering will be billed at BTC's hourly standby rates
 If a potentially contaminated work area or soils are encountered, all testing and remediation costs are specifically excluded.
 All items are tied unless otherwise noted. If saw cuts are required GC to provide.
 One mobilization included unless otherwise noted. Price for additional mobilizations if required will be negotiated.
 This entire proposal to be incorporated into subcontract or as an attachment to the subcontract.

	<u>Yes</u>	<u>No</u>	
Per Plans & Specs	X		
Soils Report Provided	X		
Insurance Included	X		
Bond Included ___%	X		
Tax Included _ %		X	Addenda: <u>N/A</u>

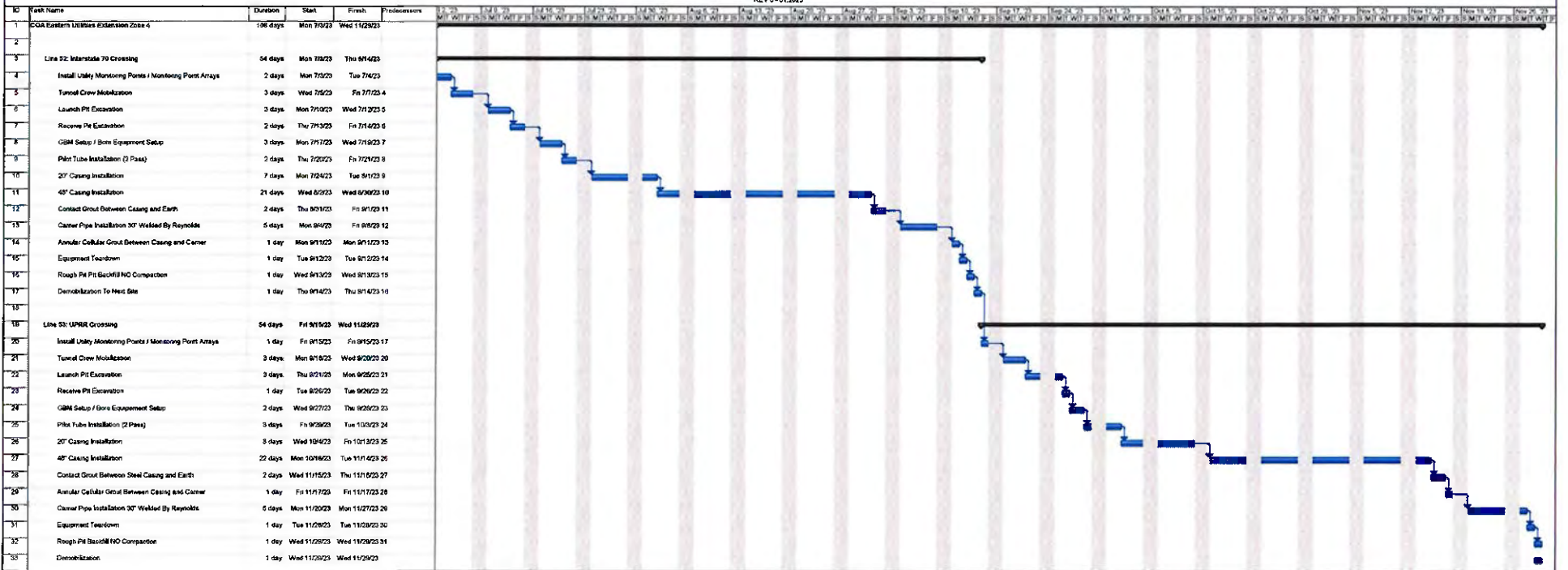
This entire proposal is subject to acceptance within 15 days of this date.
 We require payment of retainage within 60 days of acceptance of our work.

The receipt by BTrenchless, Inc. of a signed copy of this Proposal-Contract constitutes acceptance of this Quotation, subject to and including all terms and conditions as shown.

Accepted this ____ day of _____, 2022 Firm: _____ By: _____ P.O. #: _____	Respectfully submitted by: BTrenchless, A Division of BT Construction Signed: <u>Randy Everett</u> Title: <u>Estimator</u>
--	--

NOTE: Please notify us as soon as possible if you intend to award this work to BTrenchless. Any alteration or deviation from the above proposal will be executed only upon written request and will therefore become cost in addition to the above estimate. Any deviation from the scope of work will be completed following the acceptance of a change order. BTrenchless hereby warrants for a period of one (1) year (or longer, if so provided by law, and to the extent provided by law) from the date of completion of each project for all workmanship under normal use of service. All agreements are contingent upon incidents or delays beyond our control. BTrenchless reserves the right to charge up to 21% interest annually for all overdue invoices. Should a dispute regarding payment of this contract arise, BTrenchless reserves the right to recover any attorney's fees that may be associated with such a dispute. No retainage to be held on BTrenchless work unless specifically required by the General Contract.

COA Eastern Utilities Extension Zone 4 Waterline
 Preliminary Timeless Schedule
 REV 0-01,2023





CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY)

1/17/2023

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

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

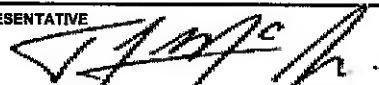
PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1375941 BTrenchless, Inc. a Division of BT Construction, Inc. 9885 Emporia Street Henderson, CO 80640	INSURER A : American Guarantee and Liab. Ins. Co. NAIC # 26247	
	INSURER B : Zurich American Insurance Company 16535	
	INSURER C : Travelers Property Casualty Company of America 25674	
	INSURER D : Great American Insurance Company 16691	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19259452 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 8738971-00	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	BAP-8585457-00	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	Y	SXS-8680721-00	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-8596648-00	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Instl Fltr Bldrs Risk	N	N	QT-630-9C602340-TIL-22	10/1/2022	10/1/2023	Job Site Lmt: \$5,500,000 Ded: \$2,500
D	Prof Liab			PCM1398844	10/1/2022	10/1/2023	Occ: \$2,000,000
D	Poll Liab			PCM1398844	10/1/2022	10/1/2023	Occ: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Aurora Eastern Utility Zone 4 Waterline-Tunnels Work Package 3. Reynolds Construction, LLC; City of Aurora, and any other persons and entities required by the Prime Agreement are included as additional insured with respects to General Liability and Automobile Liability as required by written contract. Coverage is primary and noncontributory. Waiver of subrogation applies in favor of the additional insured with respects to Worker's Compensation, General Liability, Automobile Liability, and Umbrella as required by written contract, where permissible by law.

CERTIFICATE HOLDER 19259452 Reynolds Construction, LLC 1775 E. 69th Avenue Denver CO 80229	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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If the policy is cancelled by the issuing company during the policy term, for other than non-payment of premium, 30 days notice will be provided to the certificate holder named below, 10 days for non-payment of premium.



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO 8738971-00**

Effective Date: **10/1/2022**

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement



ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 8738971-00	10/1/2022	10/1/2023	10/1/2022			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP-8585457-00

Effective Date: 10/1/2022

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will

pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage Section**:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage Section**:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



January 17, 2023

Reynolds Construction, LLC
kevin.flowers@reynoldscon.com
wes.self@infra-development.com

RE: BT Construction, Inc. – **Bond Qualification Letter**
RFP Interstate 70 and UPRR Tunnels Work Package 3

Dear Kevin and Wes,

Our agency is privileged to provide bonding services for BT Construction, Inc. (BTC) and we are happy to provide a reference on their behalf. We have known BT Construction, Inc. since their inception in 1980. We have watched this Company grow in size and stature and become a recognized leader in their industry.

All surety bonds for BTC are underwritten by The Hartford Fire Insurance Company through our agency. Hartford is an AM Best "A+, XV" (Excellent) rated surety, listed as an approved surety on the Department of Treasury's Circular 570. While no fixed limits have been established, we have generally agreed to provide individual bonds ranging in size of \$50,000,000 single with an aggregate capacity of \$100,000,000. BTC has more than enough available capacity to provide a 100% Performance and Payment bond should they be asked to on the above referenced project.

BTC has an exceptional track record of successful performance, including highly technical sewer and water projects, microtunneling, tunnelboring and jacking, pipe bursting, steam and chilled water pipelines, electrical duct banks and vaults, pothole vacuum excavation, and traffic control design and implementation. BTC has successfully tackled some of the most difficult projects in the Rocky Mountain Region and has always completed them in a timely and cost-effective manner.

BTC has developed a reputation for the highest quality work and has established an excellent working relationship with Owners, Engineers, Subcontractors and Suppliers. Accordingly, we stand ready to positively respond to any request from this client, subject to a favorable review of contract documents, specifications, and normal underwriting requirements at the time of the request. Please note that the arrangement for Performance and Payment Bonds is a matter between BT Construction, Inc. and The Hartford, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written.

We are happy to recommend BT Construction, Inc. to you. Please do not hesitate to call me at 720-622-8357 if I can provide additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Sarah C. Brown'.

Sarah C. Brown, AFSB
Surety Service Advisor



UNCOMMONLY INDEPENDENT

October 5, 2022

RE: BT Construction

To Whom It May Concern:

Please be advised of the following Experience Modification Rates for BT Construction:

Effective Date	Expiration Date	Rate
10/1/2022	10/1/2023	0.80
10/1/2021	10/1/2022	0.65
10/1/2020	10/1/2021	0.73
10/1/2019	10/1/2020	0.77
10/1/2018	10/1/2019	0.80
10/1/2017	10/1/2018	0.90

Please do not hesitate to contact me at 303-414-6000 should you have questions.

Sincerely,

Lexi Setticasi

Lexi Setticasi
Account Administrator
Lockton Companies – Mountain West Series



COA Eastern Utility Extension, Zone 4 Waterline GBM 2 Step Auger Bore Narrative and Method Statement For I-70 and UPRR Trenchless Crossings

BACKGROUND:

BTrenchless understands that as part of the Eastern Utility Extension, City of Aurora plans for the installation of a new 30-inch waterline. This includes two trenchless crossings: One tunnel to cross I-70 and one tunnel to cross a single Union Pacific Railroad (UPRR) track.

For the 410 lineal-foot trenchless crossing of I-70, we will install a minimum 42-inch diameter steel casing. The crossing will extend between project Sta. 113+53 to Sta. 117+63 with an invert grade of 0.45%. Pipe will have variable cover of 7 to 14 feet along the crossing with approximately 13.5 feet of cover underneath I-70.

For the 471 lineal-foot trenchless crossing of the UPRR tracks, we will install a minimum 42-inch diameter steel casing. The crossing will extend between project Sta. 128+94 to Sta. 133+65 with an invert grade of 0.20%. Pipe will have variable of 8 to 13 feet along the crossing with approximately 10 feet of cover across the UPRR track.

BTrenchless proposes to use a combination of GBM guided bore and a two-step auger bore method to complete the installation of the proposed 42" steel casings that will house the 30" welded steel waterline. This is one of three approved methods of installation at the above trenchless locations.

BTrenchless will utilize a GBM pilot tube as the first pass. The GBM is a highly accurate method of creating a pilot hole by using a theodolite laser and target within the pilot tube that can maintain line and grade at 400'+. The pilot tube will be followed by the installation of a 20" casing, stepping up for the second pass with the 42" casing.

- Install 42" diameter steel casing.
 - " Steel casing is installed the process will repeat itself with the 42" steel casing using a 20" to 42" (wagon wheel) adapter and the auger drilling will resume the 42" casing will advance thru the ground pushing the 20" steel casing to reception shaft until the 42" is in final end casing position within the reception pit, for an online and on grade installation.
 - Sections of 20" are removed from reception pit as the 42" steel casing advances.
- Contact grout between casing and earth.
 - 1" or 2" grouting ports will be preplaced in 42" steel casing.
 - After the casing pipe is installed, the annular space between the casing pipe and the earth will be grouted using the approved grouting mix.
- Set and Install 30" welded steel pipe from launch pits.
 - This includes insulator spacers; interior cellular grouting tubes push through with bore machine into 42" steel casing.
 - 30" x 22' joints WSP is welded, tested, tape wrapped by Reynolds
- Build brick and mortar bulkheads at each end of casing.
- Install cellular grout by pumping into annular space between casing and carrier.
 - Vent pipes will be installed through each end of the bulkheads to vent air and ensure grout reaches and fill the entire annular space for the length of the installed casing.
 - Another pipe will be used to pump the grout into the annular space.
 - Multiple slicklines may be used to pump the grout into the annular space depending on the length, quantity of grout, and type of grout used.
- Demobilization
 - Remove all trenchless equipment and remove shafts rough backfill to safe condition clean up trenchless area and demobilize from site.



Town of Deer Trail - Water System Improvements

Deer Trail, CO

Owner:

Town of Deer Trail
P.O. box 217
Deer Trail, CO 80105

Project: 1035-

Engineer:

GMS, Inc.
611 N. Weber Street, Suite 300
Colorado Springs, CO 80903

Contact: David Firsch

Phone Number: 719-475-2935

General Contractor / CM:

BT Construction, Inc.
9885 Emporia St.
Henderson, CO 80640

BT Project Team:

Project Manager: Erin Evans
Project Controls: James Clark
Superintendent: Mark Wellensiek/Victor Sanchez
Foreman: Phil Whittaker
Estimator: Todd Bishop

Contact: Erin Evans

Phone Number: 303-469-0199

Original Contract Amount: \$1,764,095.00
Change Orders: \$21,551.25
Final Contract Amount: \$1,785,646.25
Number of Change Orders: 3

Year Completed: 2021
Completion Date: 09/14/2021

Description of Work:

Water System Improvements for the Town of Deer Trail which consist of two GBM's under I-70 as well as several thousand LF of open cut pipe installation through Deer Trail and a foundation, site work and piping for a new water storage tank.

The open cut work includes: approximately 2,861 LF of 12" C900 PVC, 5,000 LF OF 8" C900 PVC, 964 LF of 6" C900 PVC, 112 LF of 4" C900 PVC all with corresponding valves, hydrants, service reconnections, and connections between new and existing system. Also, BTC will be installing a 40' diameter 3" thick concrete foundation, inlet and outlet piping, drains, and site work for the new water storage tank. Other open cut work includes, booster pump station building improvements including installation of a pre-fabricated fiberglass building and various well house improvements. BTC is also performing the add alternate no. 1 which consists of new chain link tank site fencing.

Trenchless work includes: installation of approximately 359 LF of 16" x .375" steel casing at station 0+65 to 4+24 and approximately 361LF of 16" x .375" steel casing at station 14+58 to 10+97 using the guided auger bore method

BT Construction Inc.
BTrenchless Experience



9885 Emporia Street
Henderson, CO 80640
Office: 303-469-0199

SACWSD-Holly St./56th Ave. Lift Station Elimination - CONST

Henderson, CO

Project: 63998-

Owner:

South Adams County Water & Sanitation District
PO Box 711863
Denver, CO 80271

Engineer:

Muller Engineering Company
777 South Wadsworth Blvd.
Lakewood, CO 80226

Contact: Abel Moreno

Phone Number: 720-206-0590

Contact: Steve Hibbeler

Phone Number: 303-988-4639

General Contractor / CM:

BT Construction, Inc.
9885 Emporia St.
Henderson, CO 80640

BT Project Team:

Project Manager: Chris Gray

Project Controls: Lorrie Mirci

Superintendent: Mario Moreno/Mark Wellensiek

Foreman: Raymundo Chavira/ Matt Hooker

Contact: Chris Gray

Phone Number: 303-469-0199

Original Contract Amount: \$1,548,854.00

Change Orders: \$-91,545.38

Final Contract Amount: \$1,457,308.62

Number of Change Orders: 8

Year Completed: 2016

Completion Date: 11/20/2016

Description of Work:

The project was a design build with SACWSD, Muller Engineer and BTC (during design assist portion-alignment shift resulted in substantial savings to owner). We researched 3 different alignments for the new gravity sewer line and elimination of lift station. Abandonment of lift station, 756 LF of 30" steel cased auger bore (2 GBM auger bores-420LF & 365LF) and 1223 LF open-cut 15" PVC sanitary sewer at depths from 6' to 18'. Installation of 10 total 4' diameter Manholes and 7-4"-6" sewer services.

BT Construction Inc.
BTrenchless Experience



9885 Emporia Street
Henderson, CO 80640
Office: 303-469-0199

Garney - City of Evans Bore
Evans, CO

Owner:
City of Evans
1100 37th St
Evans, CO 80620

Contact: Jim Becklenberg
Phone Number: 970-475-119

General Contractor / CM:
Garney Construction
7911 Shaffer Pkwy.
Littleton, CO 80127

Contact: Jeffrey J Moore
Phone Number: 303-791-3600

Original Contract Amount: \$337,750.12
Change Orders: \$674,791.76
Final Contract Amount: \$1,012,541.88
Number of Change Orders: 16

Description of Work:
Guided auger bore - 430 LF of 30" casing with 2 x 10" HDPE conduits

Project: 64001-

Engineer:
HDR Engineering, Inc.
1670 Broadway #3400
Denver, CO 80202

Contact: Matthew Gough
Phone Number: 970-419-4388x4164408

BT Project Team:
Project Manager: Harper Daniell
Project Controls: Erica Sittloh
Superintendent: Don Meyer
Foreman: Chris Sikich
Estimator: Chris Knott

Year Completed: 2017
Completion Date: 12/22/2017

BT Construction Inc.
BTrenchless Experience



9885 Emporia Street
Henderson, CO 80640
Office: 303-469-0199

Utah Sewer GBM - Kayssville North Daveis Sewer District

KAYSVILLE, UT

Project: 64026-

Owner:
North Davis Sewer District
4252 West 2200 South
Syracuse, UT 84075

Engineer:
Brown and Caldwell
Ste 490
6975 Union Park Center
Salt Lake City, UT 84047

801-825-0712

801-316-9800

General Contractor / CM:
Whitaker Construction Company
44 S. 1050 W
Brigham City, UT 84302

BT Project Team:
Project Manager: John Beckos
Project Controls: Lorrie Mirci
Superintendent: Mark Wellensiek
Foreman: Matt Hooker
Estimator: Chris Knott

Contact: Branson Yantes
Phone Number: 435-723-2921

Original Contract Amount: \$589,345.00
Change Orders: \$5,040.24
Final Contract Amount: \$594,385.24
Number of Change Orders: 1

Year Completed: 2018
Completion Date: 03/27/2018

Description of Work:

Guided auger bore installation of 379 LF of 48" Permalok casing sanitary sewer.
North Davis Sewer District MP 2A 2B - I-15 at Kays Creek Crossing - BTrenchless contracted with Whitaker Construction.

BT Construction Inc.
BTrenchless Experience



9885 Emporia Street
Henderson, CO 80640
Office: 303-469-0199

Garney - City of Evans Bore

Evans, CO

Owner:

City of Evans
1100 37th St
Evans, CO 80620

Contact: Jim Becklenberg
Phone Number: 970-475-119

General Contractor / CM:

Garney Construction
7911 Shaffer Pkwy.
Littleton, CO 80127

Contact: Jeffrey J Moore
Phone Number: 303-791-3600

Original Contract Amount: \$337,750.12
Change Orders: \$674,791.76
Final Contract Amount: \$1,012,541.88
Number of Change Orders: 16

Description of Work:

Guided auger bore - 430 LF of 30" casing with 2 x 10" HDPE conduits

Project: 64001-

Engineer:

HDR Engineering, Inc.
1670 Broadway #3400
Denver, CO 80202

Contact: Matthew Gough
Phone Number: 970-419-4388x4164408

BT Project Team:

Project Manager: Harper Daniell
Project Controls: Erica Sittloh
Superintendent: Don Meyer
Foreman: Chris Sikich
Estimator: Chris Knott

Year Completed: 2017
Completion Date: 12/22/2017

BT Construction Inc.
BTrenchless Experience



9885 Emporia Street
Henderson, CO 80640
Office: 303-469-0199

Dodson Ind Park KC
Kansas City, MO

Project: 64027-

General Contractor / CM:
Emery Sapp & Son's, Inc.
140 Walnut
Kansas City, MO 64106

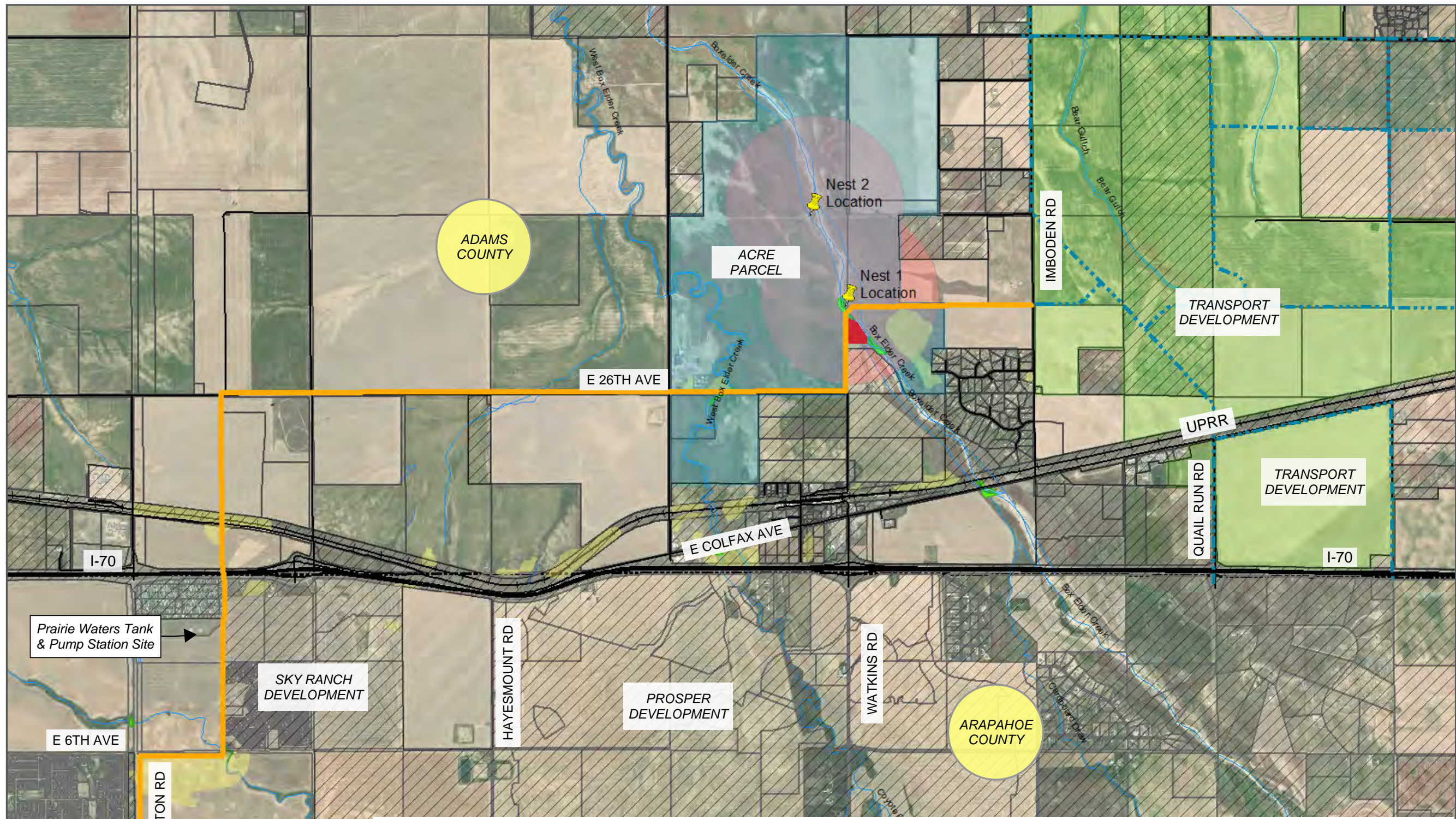
Contact: Tyler Myers
Phone Number: 816-221-3500

BT Project Team:
Project Manager: Chris Gray
Project Controls: Erica Sittloh
Superintendent: Matt Hooker
Foreman: Fredy Peraza
Estimator: Chris Knott

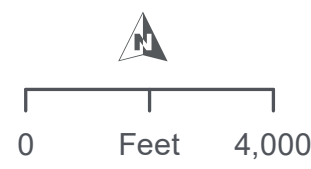
Original Contract Amount: \$601,963.00
Change Orders: \$51,493.24
Final Contract Amount: \$653,456.24
Number of Change Orders: 6





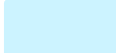





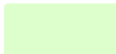
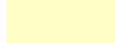

Year Completed: 2018
Completion Date: 12/07/2018

4 Bores - 1 - Auger 87' under East 87th Street with 42" steel casing (18" RCP will be carrier pipe), Auger 82' under Prospect Ave with 48" steel casing (24" RCP will be carrier pipe), 3 - GBM/ Auger 275' under Prospect Ave with 30" steel casing (18 PVC SDR 21 carrier pipe), and 4 - GBM/ Auger 360' next to the building with 30" steel casing (18" PVC SDR 21 carrier pipe)



Zone 4 Waterline Route



- | | | |
|--|---|--|
|  Zone 4 Waterline |  Not Annexed into CoA |  Potential Wetlands |
|  Parcel Boundary |  ACRE Parcel |  Potential Non-Wetland Waters |
|  County Boundary |  Watkins Dump Site |  Eagle Nest Buffers |
|  Planned Transport Waterlines |  Transport Development |  Potential Prairie Dog Colonies |
|  Creeks | | |

DATA SOURCES:
City of Aurora, Adams County, Arapahoe County, HDR





CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to Truleo, Inc., Chicago, IL in the Not-to-Exceed Amount of \$250,000.00 for Truleo Body-Worn Camera Automated Audio Analytics Software.
Item Initiator: Jeff Lehmann, Senior Procurement Agent
Staff Source/Legal Source: Scott Newman, Chief Information Officer; Art Acevedo, Police Chief / Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Due to the fact this platform can help Aurora Police fulfill the obligations of the Consent Decree as well as meet the goals of the Public Safety Action Plan, staff requests a waiver of reconsideration to allow for quicker deployment.

Scott Newman, Chief Information Officer / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Information Technology and the Aurora Police Department have a requirement for automated analytics software to be used in conjunction with body-worn camera recordings. Staff is requesting the award of a sole source contract to expedite the award process as it can help fulfill the obligations of existing Consent Decree as well as meet the goals of Public Safety Action Plan.

Truleo is a provider of Body-Worn Camera (BWC) Automated Audio Analytics software. They utilize a proprietary **Natural Language Processing approach to create "quality of service"** metrics. The system will analyze the BWC videos that are uploaded to the Axon Evidence.com portal on a near-real-time basis as the videos are generated. The system performs the following functions:

- Automatically transcribe and classify events in BWC audio
- Automatically detect the officer speaking
- Automatically detect risky officer behaviors, such as profanity
- Automatically detect professional officer behaviors, such as explanation and gratitude
- Visualize insights (positive/negative) across all officer and civilian interactions

BWCs generate tremendous amounts of data that is stored pursuant to the APD retention policy in Evidence.com. The majority of this information remains dormant and is not utilized unless it is randomly selected for an audit, and/or a commendation or complaint is received. This is due to the sheer volume of videos generated and stored each day, as it would require several humans to review those videos on a daily basis. This potentially represents a risk to the agency and represents a missed opportunity to leverage the data to gain insights and improve Police operations. The Truleo platform performs that analysis in near real-time as videos are uploaded and will flag videos that meet departmental conditions so they can be surfaced for faster review by the appropriate staff.

Since Truleo is the sole provider of this platform, they are the only provider authorized to license the software and provide the service.

Award amount includes one-time implementation and training services as well as a one year subscription to the software platform. Staff has confirmed that the base pricing offered by Truleo for their services and software subscription is the same price they would charge any other municipality / agency for the same scope of services and licensing. Therefore, pricing is considered to be fair and reasonable. Additionally, Truleo has agreed to provide the same pricing for the first three years, should the City choose to continue the service after year one.

Council approval is required for single or sole source awards of \$50,000.00 or more.

Based on the above, it is staff's recommendation to proceed with a sole source contract to Truleo, Inc., Chicago, Illinois in the not to exceed amount of \$250,000.00 for software licensing and implementation services as required by the Information Technology Department and Aurora Police Department.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

This item was not identified as a need prior to the adoption of the 2023 City Budget. Thus, the funding for this item will be booked against:

Org: 25001	Non-Departmental	Acct: 62380	Hosted Subscription	\$250,000.00
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WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council approve the award of a sole source contract to Truleo, Inc., Chicago, Illinois in the not to exceed amount of \$250,000.00 for software licensing and implementation services as required by the Information Technology Department and Aurora Police Department?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when only one specific source is known to exist for the required supplies or services (sole source), and the Purchasing Manager approves the use of negotiation prior to award (City Code § 2-674(10)). (Lathers)

A Motion to Approve shall include a Waiver of Reconsideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to PSI Construction Management, Inc., Aurora, CO in the Amount of \$1,033,340.00 for Median Improvements F21/22, C22/23; Project 5912A

Item Initiator: Angie Young – Senior Procurement Agent

Staff Source/Legal Source: Nicole Ankeney, Manager of Plan Design Construction, Parks, Recreation and Open Space /Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 8/2/2021

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Staff source name and title / Legal source name and title

Nicole Ankeney, Manager of Plan Design Construction, Parks, Recreation, and Open Space / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 5/28/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Since 2015, Parks, Recreation and Open Space has implemented a median landscaping enhancement program along arterial streets based upon water conservation and low maintenance costs. The sites for funding are approved by City Council annually.

05/28/2021 – The Parks, Foundations & Quality of Life Policy Committee approved this item to move forward for full City Council consideration at Study Session.

08/02/2021 - City Council reviewed this item during Study Session and recommended staff move forward designing and bidding the following medians:

1. N. Chambers Road (I-70 to Smith Rd)
2. S. Peoria St. (Jewell to Iliff)
3. S. Xanadu Way (lot @ I-225 to triangle at I-225)
4. S. Chambers Road (Bellevue to Parker)
5. E. Aurora Pkwy (1st median west of Gartrell)

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Parks, Recreation and Open Space has an ongoing need for improvements to medians on arterial streets, and this project will continue the City’s efforts to implement this program. The existing medians will be improved with a variety of decorative landscape rock, river boulders and drought-tolerant plants. The plants will be irrigated manually for the first year only. The goal of this project is to develop arterial medians with low water consumption and low maintenance costs.

The following medians are included in this project:

1. N. Chambers Road (1-70 to Smith Rd)
2. S. Peoria St. (Jewell to Iliff)
3. S. Xanadu Way (lot @ 1225 to triangle at I225)
4. S. Chambers Road (Bellevue to Parker)
5. E. Aurora Pkwy (1st two medians west of Gartrell)

Construction is expected to be completed within one hundred twenty (120) calendar days, plus ten (10) calendar days for mobilization, from the issuance of Notice to Proceed.

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System (BidNet) on January 31, 2023. Bids were opened by Purchasing Services on February 21, 2023. One bid was received and the results are as follows:

Name of Bidder	Base Bid	Bid Alternates #2, #3 & #6	Total Amount
PSI Construction Management, Inc.	\$973,310.00	\$60,030.00	\$1,033,340.00

The submitting firm is located in Aurora, Colorado.

The estimated cost for this project ranged from \$980,000.00 to \$1,080,000.00. The price from PSI Construction Management, Inc. is considered to **be fair and reasonable when compared to the engineer’s estimate. Bid acceptance period expires on April 22, 2023.**

Council approval is requested when less than three bids are received during the competitive bid process.

Based on the above, staff recommends awarding a competitively bid contract to PSI Construction Management, Inc. in the amount of \$1,033,340.00 for the Median Improvements F21/22, C22/23; Project 5912A. In addition, a 5% contingency in the amount of \$51,667.00 is requested. This contingency amount will be withheld from the contract amount to PSI Construction Management, Inc. and accessed as needed through a change order to the contract.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click **that box and skip to “Questions for Council”**)

- Revenue Impact
 Budgeted Expenditure Impact
 Non-Budgeted Expenditure Impact
 Workload Impact
 No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

This procurement is to be funded from ORG and ACCT's:

Construction Costs: 62846-68410 (Median Pilot Program-CPF - CIP - Construction Costs) \$1,033,340.00
5% Contingency: 62846-69930 (Median Pilot Program-CPF - Contingency Capital Related) \$51,667.00

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the award to PSI Construction Management, Inc. Aurora, CO in the amount of \$1,033,340.00 for the Median Improvements F21/22, C22/23; Project 5912A? In addition, does City Council approve the 5% contingency in the amount of \$51,667.00?

LEGAL COMMENTS

Awards worth \$50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Lathers)

Parks, Foundations and Quality of Life (PFQL) Meeting
May 28, 2021

Members Present: Council Member Allison Hiltz, Chair; Council Member Crystal Murillo, Vice-Chair;
Council Member Juan Marciano

Members Absent: *None.*

Others Present: Nancy Freed, Brooke Bell, Tim Joyce, Doug McNeil, Tracy Young, John Wesolowski, Pat Schuler, Derrick Tripp, Curt Bish and Sarah Maier.

1. WELCOME AND INTRODUCTIONS

Council Member (CM) Hiltz welcomed everyone and called the meeting to order.

2. REVIEW AND APPROVAL OF MINUTES

The April 22, 2021 minutes did not appear in the May packet. CM Hiltz requested to have the April minutes approval deferred to the June meeting for review and approval.

3. ANNOUNCEMENTS

Brooke Bell, PROS Director, announced that the City's outdoor pools will be opening for the 2021 season. The pools open with drop-in style admissions with no reservations needed. However, there is a need to stagger outdoor pool schedules due to a lifeguard shortage. This shortage is an issue across all of Colorado and nationwide, and the City is implementing several strategies to attract young workers to the lifeguard program. These strategies include heavy marketing online, talking with local schools and displaying banners, and increasing the lower end wage to be more competitive. Staff are introducing a cash-based incentive program that allows lifeguards to accrue points for working certain shifts (such as weekends), which they can then redeem for physical prizes, such as gift cards. Brooke also shared the 2021 outdoor pool schedule, which has been posted on the City website as well as on Facebook. She mentioned that the two largest outdoor pools, Del Mar and Meadow Hills, will be open 7 days a week. Capacity will be dependent on the number of guards on duty. Pheasant Run and Del Mar pools will have Free Friday access. The Parklane pool is currently closed for renovations. The City hopes to have Parklane open as soon as possible; hopefully around July 4th. The renovation was delayed by the particularly wet winter and spring weather.

CM Hiltz inquired what the lower end wage for lifeguards is. Brooke said she did not know off the top of her head but thought it might be around \$14 an hour. CM Murillo requested that the PROS department send along anything they could pass out to constituents to help with lifeguard recruitment efforts. Brooke agreed, and said the department is currently working on a flyer. She also mentioned that the City has a program that allows kids to take lifeguard lessons and will cover the cost of the lessons if they come to work for the City. CM Marciano noted that the minimum wage in Denver is \$14.77 and wondered if the City would consider bumping up the starting wage to \$15. He noted that being a lifeguard has a bit of a risk and that raising the pay may help to fill the vacancies quicker. Brooke said that she would check on the current wage being offered and get back to the Committee on that.

4. AGENDA ITEMS

4a. 2021 Median Projects Overview

Summary of Issue and Discussion:

Tracy Young, Manager of Planning Design & Construction, gave the Committee an overview of the City's 2021 Proposed Median Projects. The City of Aurora has been landscaping medians for over 30 years, and is currently focused on providing low-maintenance, economic and water-conscious median landscaping. Materials include rock of various types and drought-resistant plant material. There is no irrigation on newer City medians, so median plants are hand-watered for the first 1 to 3 years to establish the drought-resistant plants. The City currently has around 40 miles of undeveloped or partially developed medians. Tracy explained the difference between undeveloped, partially developed, and landscaped medians, and shared a map of the current state of the City's medians. Due to some funding carryover from 2020 and favorable bids last year, the available median funding for 2021 is \$945,000. Tracy also noted that alternative funding such as Arapahoe County and Adams County open space and lottery funds cannot be applied to medians. For the selection process, a matrix is used to rank the median needs and prioritize projects using a scoring system. Median projects will then be eliminated from consideration if there are conflicts due to other construction projects in PROS or Public Works. Special consideration is also given to areas with a high amount of citizen and council requests, and the City focuses on Wards not previously addressed in median improvements. This process allows the department to create a project list, which is then presented to the PFQL Committee and Council for approval. Tracy presented some information and photos about the five recommended project locations for this year. These projects span across the City and total just over two miles of work for roughly \$907,000.

CM Murillo asked Tracy to expand a bit on how these projects were determined specifically according to the criteria of prioritizing Wards that have been overlooked in the past. Tracy replied that a lot of emphasis was given this year to citizen complaints and safety issues, such as sloping medians that can lead to gravel washing into the roads when it rains. With respect to Ward I, a project for median development along Montview was funded last year and is currently under contract. Additionally, Ward I does not have very many medians in general. Other wards, such as Ward VI, had numerous undeveloped medians and therefore have seen more attention. CM Murillo mentioned that she still had the lingering thought that while Ward VI may have more undeveloped medians, it is still much newer overall and older areas such as Ward I might be developed but are more aging. She asked if there are any proposed projects in Ward III. Tracy responded that there are no proposed projects in Ward III in 2021. CM Murillo asked if medians are mainly along arterial roads, which Tracy confirmed. CM Murillo commented that as the newer wards have more arterial roads in general, that accounts for some of the discrepancy. Tracy agreed with that and mentioned that even some of the larger arterial roads in older wards did not have raised medians and were more likely to be just painted streets. Nancy Freed, Deputy City Manager, added that when looking at the historical development of the City, a lot of older neighborhoods had different street and median standards than we see today. In the 2000s, discussions began about standardizing the median design. Development stalled around 2008 and has since begun to pick up once again. Additionally, each Ward will have different needs based on how the area was initially developed and maintained. An example of this would be the alleys in Ward I, which no other Ward has. CM Murillo thanked Nancy for pointing that out and mentioned that unfortunately the federal funding for Ward I alleys had gone away, which is another worry. Nancy replied that the City Manager recommendation for the alleys will be to put them back in the capital fund, which should hopefully help alleviate that concern. She also added that even 10 years ago, median standards were very different. Today's standards allow the City to do twice as much with the medians and use far less water, and this is meant to be a standard for other cities to hopefully follow.

CM Marcano commented that some of his constituents at Heather Ridge will be very excited about one of the proposed projects, as they had been asking for some years for the removal of some dead Russian Olive trees and stumps from that area. Tracy responded that this will be an improvement on that, and that the stumps have already been removed. Brooke confirmed their removal, and added that for now, the median projects are only focused on undeveloped and partially developed medians. Some older medians have very old plant material or could use an update. Unfortunately, the primary need for now is to focus on the unfinished medians.

Tracy Young asked if the committee would move to approve the 2021 Proposed Median Projects and forward the item to Study Session. The council members moved to do so. CM Hiltz also mentioned that she felt CM Murillo brought up some great points regarding how the City prioritizes new versus existing development projects. CM Marcano agreed.

Outcome:

Council members moved to approve the item be brought to Study Session.

Follow-up Action:

Item will move forward to Study Session.

4b. Basketball Courts at Utah Park and Havana Heights

Summary of Issue and Discussion:

In a previous PFQL meeting, CM Marcano asked the PROS department to examine the possibility of adding basketball courts at Utah Park or Havana Heights Park, and what that would entail. This was in response to some requests from the citizens in his Ward. Tracy Young and her team took a brief look at the possibility and presented these findings to the Committee. Some considerations when examining the possibility to add in basketball courts include the park master plan, potential future uses, parking, traffic, user conflicts, neighborhood input, noise, and location. At Utah Park, a primary feature is the detention pond, which holds water and protects nearby neighborhoods and downstream neighbors from flooding. As such, the park has a significant amount of grading and slopes. Basketball courts require a flat area and only one section of the park was identified as a potential location for basketball courts; in the Southwest corner of the park. Currently the area is a soccer practice field. Tracy noted a potential future conflict concerning the Utah Aquatic Center. In the past, it has been proposed that the Aquatic Center be expanded to include a gym and fitness area. The building expansion would be in the existing parking area and the parking lot would be relocated to the area identified for the basketball courts. The Utah Aquatics Center expansion idea is not funded nor is it part of any current plan. Tracy showed a graphic depicting how three full basketball courts may look in the potential space in Utah Park. She also noted that parking is already stretched a bit thin at Utah Park, and additional parking would likely be needed.

CM Marcano asked where the additional parking might go if the City were to move forward with the basketball courts. Tracy responded that they had not examined it in depth yet, but possibly near the courts and existing parking now. CM Marcano suggested doing a neighborhood survey to see what residents would prefer, and if they would like to try to move forward with basketball courts. The CM mentioned he heard requests for basketball courts frequently while knocking on doors in the neighborhood. Tracy offered to have PROS staff look at how the neighborhood could best be surveyed on this and to start moving forward.

Tracy also shared information on Havana Heights Park. There was previously a half-court available for basketball, that is still somewhat there. However, she noted that there were frequent noise complaints. She also mentioned that Havana Heights is currently set for renovations. The City has sent out a survey to the neighborhood to ask how they would like to see the space be used. Basketball is a listed option on the survey, as well as fitness equipment or other write-in options. The results of this survey are not in yet.

CM Marcano asked about pickleball being a possibility at Havana Heights as well and if there would be enough room. Tracy replied that staff had looked at the possibility and agreed the space is too small to accommodate pickleball. CM Murillo asked if Tracy had been able to connect with a nonprofit organization that was interested in putting up some pickleball courts in Ward I. Tracy said yes, they have been in contact, and the City is

recommending pickleball courts at Fulton Park, as part of an ongoing project right now. There is currently a survey out to residents regarding this as well. CM Murillo was very happy to hear that. CM Hiltz also commented that she has been hearing more comments regarding pickleball in recent months, and interest seems to be picking up.

Outcome:

Information only.

Follow-up Action:

PROS staff will look at how to survey residents near Utah Park regarding basketball courts and other possible options.

4c. 2021 Recreation Overview & Updates

Summary of Issue and Discussion:

Brooke Bell introduced Derrick Tripp, the PROS Sports & Aquatics Superintendent. He started with the City right as COVID was shutting things down and has done great work during a challenging time. Derrick provided the Committee with an overview of PROS 2021 Recreation Programs and Updates. This overview covered the City's preschool programs and summer camps, remote learning centers, the COMPASS afterschool program, full summer day youth camps, recreation programs (ACAA, ARISE, cooking classes, and fitness programs), recreation centers, SERC, cleaning and sanitizing procedures, sports programs, eSports, and aquatics (swim camps, lessons, staffing, and facility renovations). This overview covered how things were handled virtually during COVID-19, and updates on how things are reopening now.

CM Hiltz asked if Derrick was anticipating any of these challenges when he first applied to the position. Derrick mentioned that at the time, it was not really being talked about, but he saw the past year's experiences as a positive in a lot of ways, by bringing the team together and uniting them as they figured out best new approaches. CM Hiltz added that he has done a great job and that a lot was accomplished by the team. CM Marcano asked how the signup for eSports is progressing, and if there is much interest. Derrick replied that signup is currently still a bit slow, but that is normal when establishing new sports and that the team is confident that the in-person hub will help to continue to spur interest. CM Marcano said he expects the in-person Smash Brothers events will be a huge success. CM Murillo mentioned that she has loved the extra cleaning and sanitizing processes during COVID and asked if staff has any idea how that might change going forward. Derrick replied that he doesn't anticipate much changing with cleaning procedures, and that this might be a more permanent change going forward.

Outcome:

Information only.

Follow-up Action:

None.

4d. IGA with Arapahoe County for Construction Cost Sharing for the High Plains Trail & Bridge

Summary of Issue and Discussion:

Curtis Bish, Planning Supervisor in Planning, Design and Construction (PD&C) in PROS, presented an IGA regarding sharing construction costs of the High Plains Trail with Arapahoe County. The newly constructed part of the trail would connect to a regional trail link which would extend over Parker Road and connect to the Cherry Creek Trail. The City of Aurora will contribute \$500,000 to the total construction funding of \$7,563,000

that is funded from multiple sources. The IGA also defines future maintenance roles with the project being divided into segments with the county, city and metro district maintaining parts. Curtis shared a map of the segmented trail and a rendering of the future bridge over Parker Road. The members of the committee announced their support of the project.

Outcome:

The Committee approved moving the agenda item forward to City Council Study Session.

Follow-up Action:

None.

5. MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

6. TOPICS FOR NEXT MONTH'S MEETING

- 2021 Golf Operations Overview
- 2021 PROS Marketing Overview
- IGA High Plains Trail Maintenance Agreement
- PROS Parks RTD Accessibility Map Update

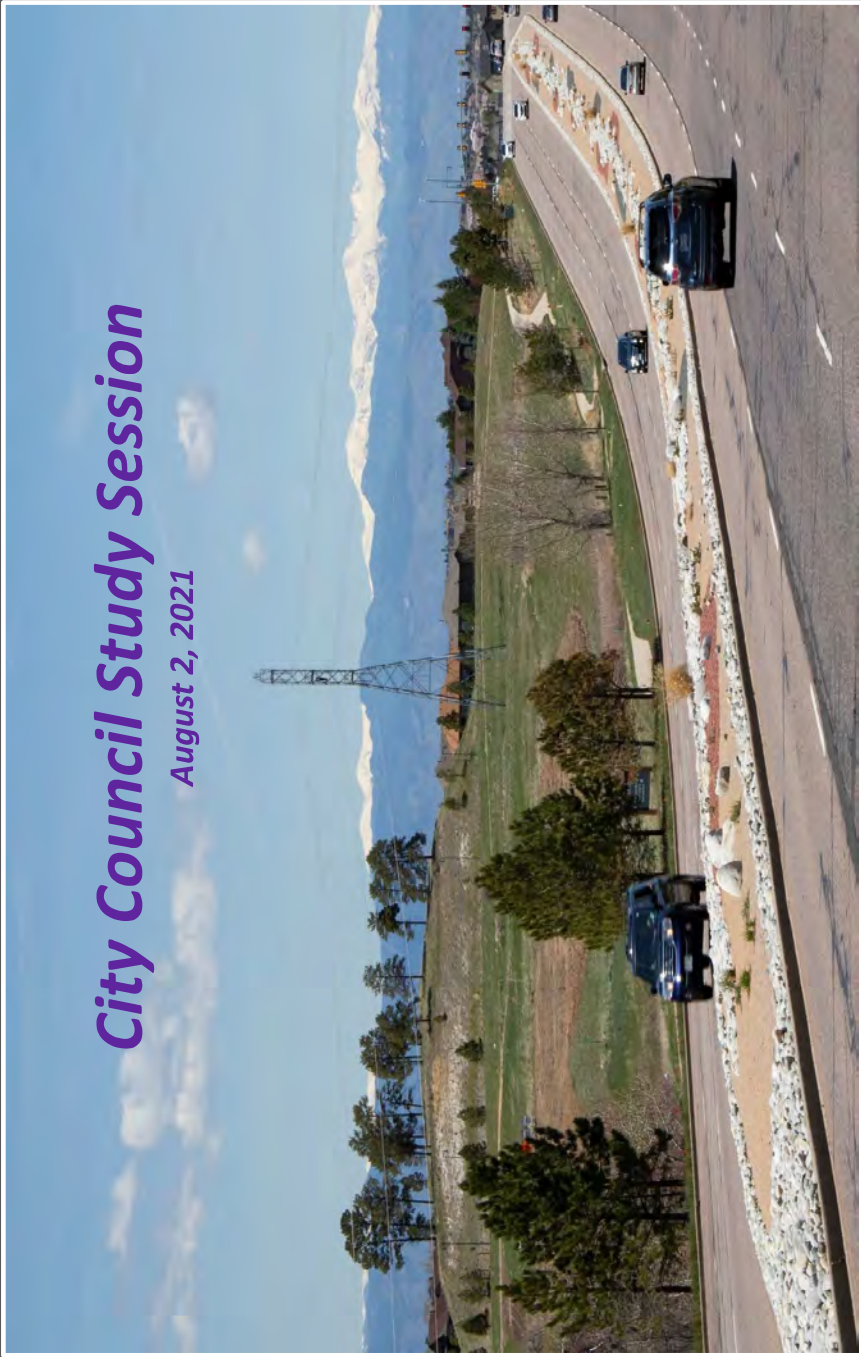
7. CONFIRMATION OF NEXT MEETING AND ADJOURNMENT

The April 22 meeting was adjourned. The next PFQL meeting will be held Thursday, June 24, 2021.

Approved:

Allison Hiltz	Date
Committee Chair	

2021 Medians



Median Development Legend



Undeveloped



Partially



Landscaped

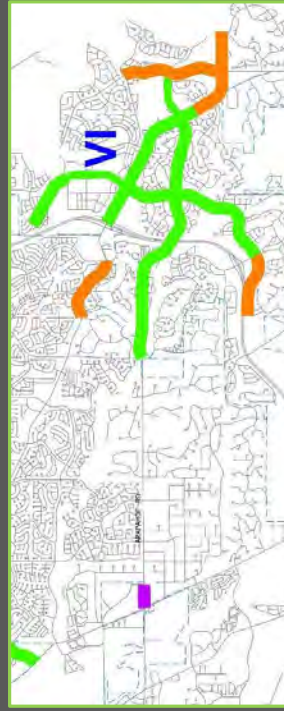
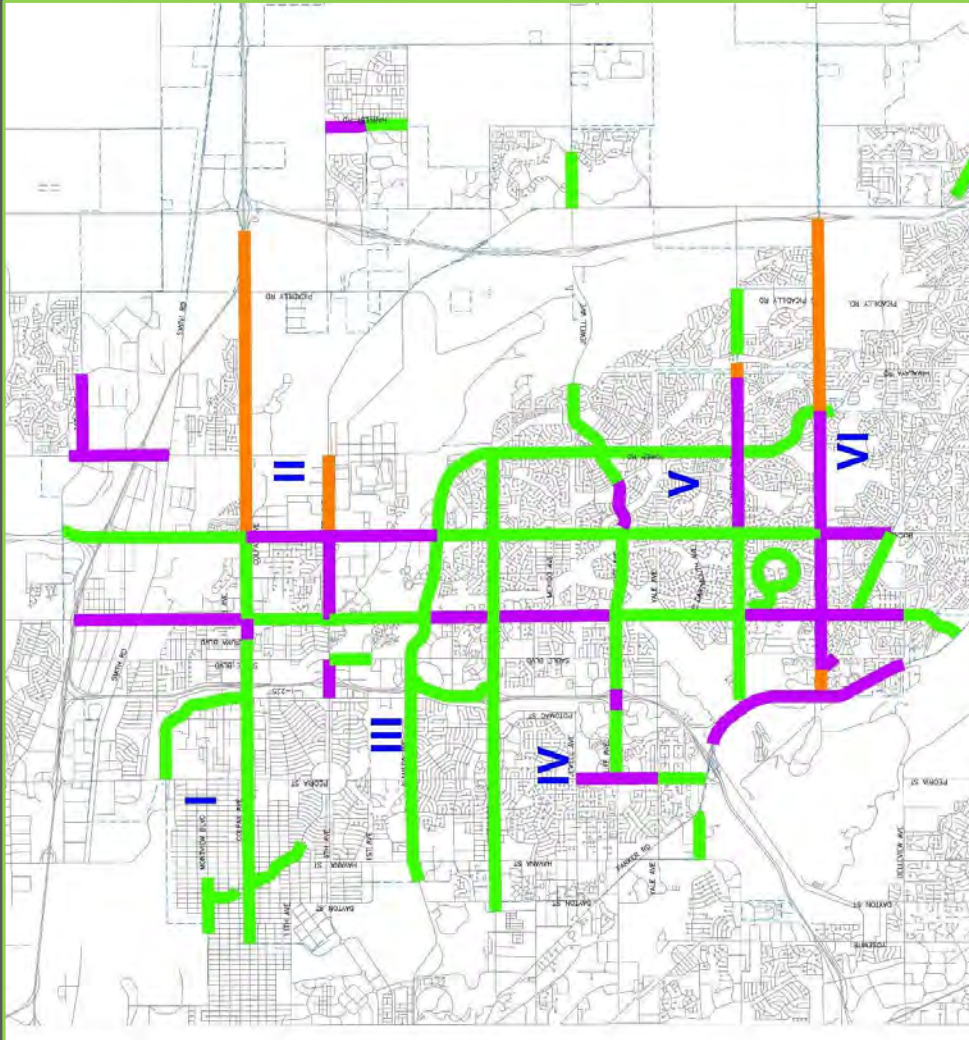


Current Median Development

(including 2020 Improvements)

LEGEND

	LANDSCAPED
	PARTIALLY
	UNDEVELOPED



Median Budget and Selection Process

Money Available

2020 Carryforward	\$ 335,000
2021 Median Development	<u>\$ 610,000</u>
TOTAL BUDGET	\$ 945,000

Selection Process

- Selected medians with highest need scores
- Eliminated those with scheduling conflicts (other construction projects)
- Filtered list by Citizen and Council requests
- Focused on Wards not previously addressed in median improvements

Score	Median	Ward	Status	Citizen Request	Economic Development	Complete Section	Estimate	Other Projects in Area / Notes
5	E. Aurora Pkwy (1st median west of Gartrell)	VI	undeveloped	yes	Commercial	no	\$130,000.00	PW is building it
4	Peoria St. (Jewell to Iliff)	IV	partially	yes	Commercial	yes	\$262,000.00	no conflicts
3	S. Xanadu Way (lot @ I225 to triangle I225)	IV	undeveloped	yes	Residential	no	\$124,000.00	no conflicts; Council Request
2	Chambers (Bellevue to Parker)	V	partially	yes	Comm/Res	yes	\$200,000.00	no conflicts
2	Chambers (1-70 to Smith R.d)	II	partially	yes	Commercial	yes	\$191,000.00	no conflicts
							\$907,000.00	



Recommended Project Locations & Cost Estimates

- 1 N. Chambers Rd. (I-70 to Smith Road) \$ 191,000
- 2 S. Peoria St. (Jewell to Iiff) \$ 262,000
- 3 S. Xanadu Way & I225 (streetscape south of hotel) \$ 124,000
- 4 S. Chambers Rd. (Bellevue to Parker) \$ 200,000
- 5 E. Aurora Pkwy. (1st median west of Gattrell) \$ 130,000

TOTAL \$ 907,000

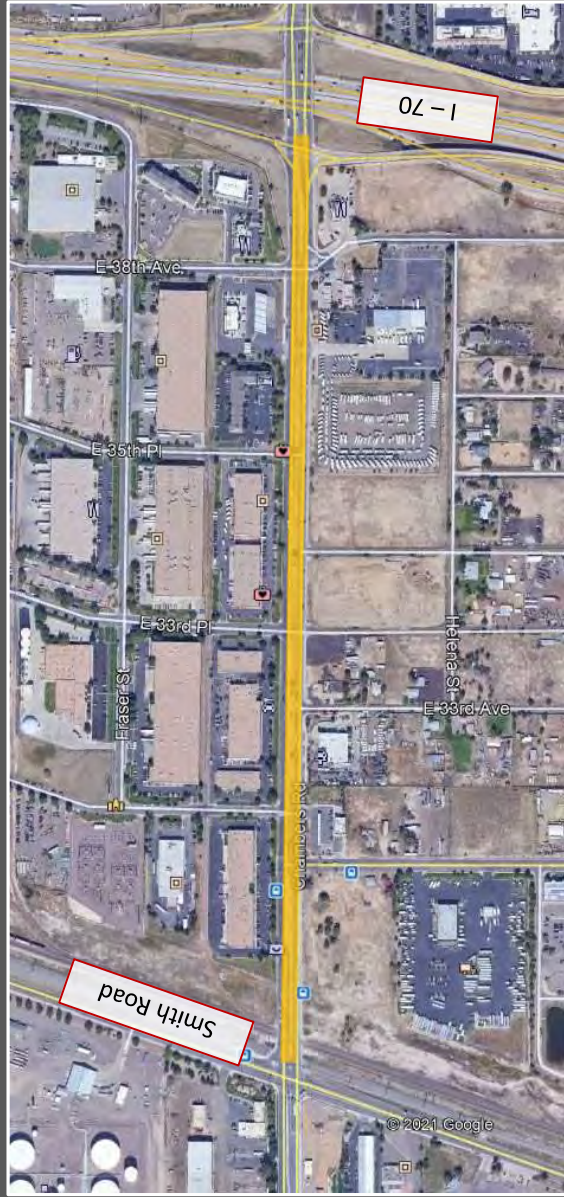
Budget

- 2020 Carryforward \$ 335,000
- 2021 Median Development \$ 610,000

TOTAL BUDGET \$ 945,000



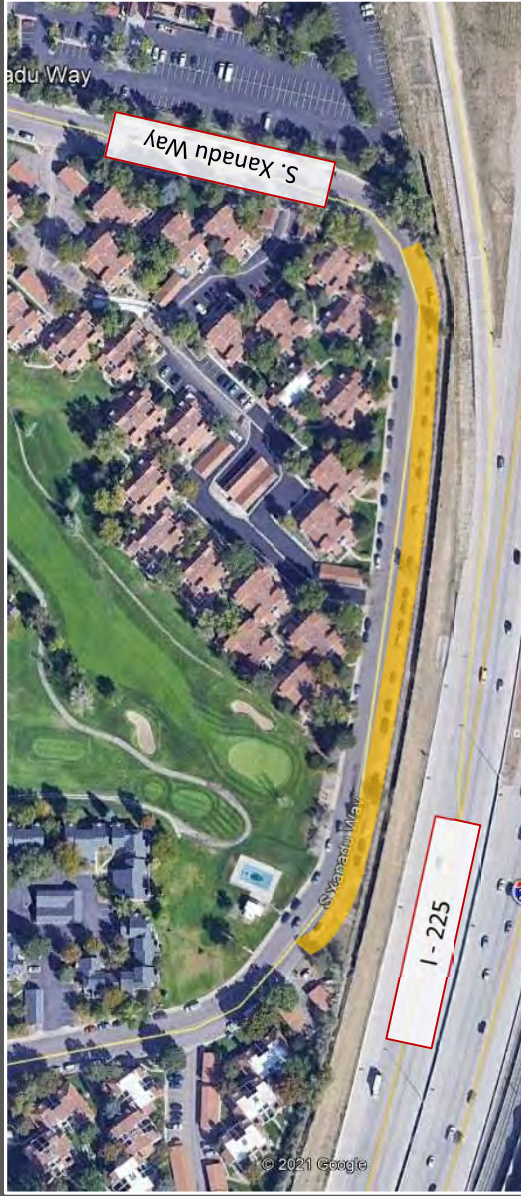
N. Chambers Rd. (I-70 to Smith Road)



The medians in the highlighted area are 0.59 miles long and approximately 18' wide. Improvements can be completed for about \$191,000.



S. Xanadu Way & I225 (streetscape south of hotel)



The streetscape in the highlighted area is 0.18 miles long and approximately 15' wide. Improvements can be completed for about \$124,000.



E. Aurora Pkwy. (1st median west of Gartrell)



The median in the highlighted area is 0.10 miles long and approximately 30' wide. Improvements can be completed for about \$130,000.

PROS is coordinating with Public Works on the timing of their curb and gutter construction and our median improvements.



Summary

Budget

2020 Carryforward \$ 335,000
 2021 Median Development \$ 610,000
 TOTAL BUDGET \$ 945,000

Recommended Projects Locations

Score	Median	Ward	Status	Citizen Request	Economic Development	Complete Section	Estimate	Other Projects in Area / Notes
5	E. Aurora Pkwy (1st median west of Garrrell)	VI	undeveloped	yes	Commercial	no	\$130,000.00	PW is building it
4	Peonia St. (Jewell to Iliff)	IV	partially	yes	Commercial	yes	\$262,000.00	no conflicts
3	S. Xanadu Way (lot @ I225 to triangle I225)	IV	undeveloped	yes	Residential	no	\$124,000.00	no conflicts; Council Request
2	Chambers (Bellevue to Parker)	V	partially	yes	Comm/Res	yes	\$200,000.00	no conflicts
2	Chambers (1-70 to Smith Rd)	II	partially	yes	Commercial	yes	\$191,000.00	no conflicts
							\$907,000.00	





CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to PSI Construction Management, Inc., Aurora, CO in the amount of \$1,033,340.00 for Median Improvements F21/22, C22/23; Project 5912A

Staff contact: Nicole Ankeney - PROS Mgr of Planning, Design & Const.

Staff Source/Legal Source: Nicole Ankeney - PROS Mgr of Planning, Design & Const /Dave Lathers – Senior Assistant City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- Revenue Impact
 Budgeted Expenditure Impact
 Non-Budgeted Expenditure Impact
 Workload Impact
 No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

Parks, Recreation and Open Space implements a median landscaping enhancement program along arterial streets based upon water conservation and low maintenance costs. The median projects are funded annually through the Capital Improvements Program.

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

This procurement is to be funded from the following Org/Acct #s:
Construction Costs: 62846-68410 (Median Pilot Program-CPF - CIP – Construction Costs) \$1,033,340.00
5% Contingency: 62846-69930 (Median Pilot Program-CPF – Contingency Capital Related) \$51,667.00

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Public Defenders Commission
Item Initiator: Douglas Wilson, Chief Public Defender
Staff Source/Legal Source: Kadee Rodriguez, City Clerk/Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.3--Be responsive to citizen's concerns and questions to create a shared sense of community

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

To ensure, through its ability to appoint and discharge the public defender and his or her assistants, that indigent clients are represented independently of any political consideration or private interests, provide legal services to indigent persons accused of violation of municipal ordinances that are commensurate with those available to non-indigents and conduct the office in accordance with the Colorado Code of Professional Standards relating to the administration of criminal justice, the defense function.

The Public Defender Commission consists of seven (7) members appointed by the Aurora City Council. The term length is three (3) years and members are permitted to serve three (3) consecutive terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Public Defender Commission has two (2) vacancies. The Commission received one (1) application and the interview was conducted on January 27, 2023.

Among the applicants were:
Sean McDermott

Upon conducting interviews, the Public Defender Commission respectfully recommends the appointment of the following candidate:

Sean McDermott – 1st term beginning 10/15/2023 and ending on 10/14/2026

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Sean McDermott to the Public Defenders Commission?

LEGAL COMMENTS

The public defender commission shall consist of seven members. Four members shall be attorneys admitted to practice law in Colorado (and need not be residents of Aurora), and three members shall be residents of Aurora not admitted to practice law in Colorado. In making appointments to the commission, the city council shall not consider sex, race, and ethnic background. No member of the commission shall be, at the time of or during the term of appointment, a judge, prosecutor, public defender, or employee of a law enforcement agency. (City Code Section 50-167). (Lathers)



MEMORANDUM

TO: Mayor Coffman and Members of City Council
FROM: Tom Tobiassen, 2023 Chairperson, Public Defenders Commission
THROUGH: Tristen Sheptock, City Clerk Analyst
DATE: February 24, 2022
SUBJECT: Appointment to the Public Defenders Commission

Board or Commission: Public Defenders Commission

Number of Vacancies: 2

Interview Information

Date of Interviews: January 27, 2023

Name of Applicant(s): Sean McDermott
Applicant(s) Interviewed: Sean McDermott

Recommendation

Suggested Appointment(s): Sean McDermott

Summary:

The Public Defenders Commission unanimously supports Mr. Sean McDermott for appointment as Commissioner. Sean is a licensed attorney in the State of Colorado, has extensive management and legal experience in Colorado as a Public Defender attorney and has experience in serving the community in various volunteer positions. He brings a level of professionalism and knowledge that will help advise the Chief Public Defender on the many issues that come up in the running of the Public Defender’s office. Sean is also actively serving on the Denver Crime Prevention and Control Commission as a Commissioner.

The Public Defenders Commission strongly supports the appointment of Mr. Sean McDermott as a member on the Public Defenders Commission.

Public Defender Commission

Public Defender Commission -
Professional Member (No Ward in Aurora)

Term: 15 Oct 2022 - 14 Oct 2025

Positions Available: 1

Number of applicants in this package: 1
- McDermott, Sean

Date Received: 01/24/2023

Registered Voter & Professional Member

01/23/2003 Professional Member - Public Defender

Tristen Sheptock

Name :McDermott, Sean

Address : [REDACTED]

Email : [REDACTED]

Board Name :Public Defender Commission

Date of Birth :
[REDACTED]

Home Phone Number :
[REDACTED]

Work Phone Number :
[REDACTED]

How long have you lived in Aurora? :

I am a Denver resident. (I live close to Aurora and I do my best to stay apprised with the community)

Are you registered to vote? :

Yes

Years of Education Completed :

16

Degree(s) Received :

Bachelor of Arts in Political Science and a Juris Doctorate.

College(s) Attended :

Colorado State University, University of Denver Sturm College of Law

Employer Name :

McDermott Stuart & Ward LLP

Employer Address :

McDermott Stuart & Ward LLP, 140 E. 19th Avenue, Suite 300, Denver, CO 80203

Current Position :

Partner

Years with Current Employer :

6.5

Work Experience :

Deputy State Public Defender 1998 - 2005, McDermott Hansen & McLaughlin LLP 2005 - 2010, McDermott & McDermott LLP 2010-2016, McDermott Stuart & Ward LLP 2016 - Present

Certification(s) :

I have juris doctorate and I am licensed to practice law in Colorado,

How are you involved in your community? :

I have been a commissioner on the Denver Crime Prevention and Control Commission for several years. I am also on the Board of Director for Lowry Reads. I participate in legal community volunteer work as well.

List your interests and activities. :

When I am not working I enjoy learning about current events. I enjoy skiing, running, playing tennis, reading, and listening to music. I am attempting to learn Spanish. I enjoy spending time with my 15 year old son.

Do you presently serve in any other appointed position on a board, commission or committee? :

Yes

If yes, enter the board name and position :

Denver Crime Prevention and Control Commission. Commissioner.

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :

I live about 10 minutes from the Aurora Municipal Courthouse. I believe that a healthy and strong indigent defense system is important to a community. I also know people who were victims in the James Holmes shooting that was close the Courtroom and Court offices. I believe that I am sensitive to different perspectives when it comes to the justice system, and I think that I can contribute in a unique way.

How much time do you anticipate being able to spend on this appointment each month? :

10 hours

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :

No conflict of interest.

Reference 1: Full Name, Phone Number and Address :

Honorable Daniel Walzl, [REDACTED]
[REDACTED]

Reference 2: Full Name, Phone Number and Address :

Miller Leonard, [REDACTED]
[REDACTED]

Reference 3: Full Name, Phone Number and Address :

George McLaughlin, [REDACTED]
[REDACTED]

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Sean McDermott

Time of Submission :01/13/23 4:50:04 PM

Attachments:

- Resume.pdf

Sean McDermott



Professional Experience

Attorney

July 2016 to present

McDermott Stuart & Ward LLP

Denver, CO 80203

One of the founding members of a law firm that focuses on criminal defense and civil litigation. My practice has consisted primarily of assisting individuals. Most our firm's practice is criminal defense. My practice consists of criminal defense and assisting people with disputes in the civil arena as well. The civil practice consists of primarily assisting people from the side of the Plaintiff, but it also includes civil forfeiture cases, and sometimes defending someone who has had a criminal prosecution against them that also has a component that requires civil litigation. My practice includes clients who pay privately, and it includes appointed work in both Federal and State Court.

McDermott & McDermott LLP

2010 - 2016

1890 Gaylord Street

Denver, CO 80206

Practice consisted of Criminal Defense and Civil Litigation. Criminal Defense included both private pay cases and State and Federal Court Appointment. Civil Litigation focused on Plaintiff's Personal Injury and Professional Liability Disputes.

McDermott, Hansen & McLaughlin LLP

August 2005 - 2010

Associate and Attorney

1890 Gaylord Street

Denver, CO 80206

Practice consisted of Criminal Defense and Civil Litigation. Criminal Defense included both private pay cases and State and Federal Court Appointment. Civil Litigation focused on Plaintiff's Personal Injury and Professional Liability Disputes.

Deputy State Public Defender

October 1998 – August 2005

Practiced in various counties including El Paso, Pueblo, and Arapahoe Counties. Began focusing on adult misdemeanor cases and juvenile matters. Practice then included different kinds of felony cases. Thoroughly enjoyed this practice.

EDUCATION

B.A., Political Science, Colorado State University, Fort Collins, CO, 1992

J.D., University of Denver, Sturm College of Law, Denver, CO, 1998

PROFESSIONAL MEMBERSHIPS

Colorado Criminal Defense Bar – Former Board Member and Past President

Colorado Trial Lawyers Association

Colorado Bar Association

Rhone Brackett Inn of Court

Faculty of Federal Advocates

American Association of Justice

National Association of Criminal Defense Lawyers

OTHER RELEVANT ACTIVITIES

Commissioner for the Crime Prevention and Control Commission, 2012 – present

During this time, served on various subcommittees including but not limited to the JCC and worked on the Smart Pretrial initiative. Volunteered to participate and attend the Pretrial Justice Institute meeting in Washington D.C. Attended and participated in almost all of the Denver meetings as well. Attendance at meetings has been good at both the commissioner level and subcommittee level.

Volunteer Work

Have consistently volunteered for Causes that I believe are important.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member and Appoint Two (2) Members to the Open Space Advisory Board
Item Initiator: Brian Green, Acting Manager of Open Space & Natural Resources
Staff Source/Legal Source: Kadee Rodriguez, City Clerk/ Dave Lathers, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The purpose of the Open Space Advisory Board is to serve as community advocates for open space and recommend to Council acquisition of open space properties, improvements to open space facilities, and review site/project management plans.

The Open Space Advisory Board consists of nine (9) members appointed by the Aurora City Council. The term length is three (3) years and members are permitted to serve three (3) consecutive terms.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Open Space Advisory Board has four (4) vacancies. The Commission received three (3) applications and interviews were conducted on February 23, 2023.

Among the applicants were:

Robert Hunchberger

Joy DeMots

Dennis Roy

Upon conducting interviews, the Open Space Advisory Board respectfully recommends the appointment and reappointment of the following candidates:

Robert Hunchberger – 2nd term beginning 04/01/2023 and ending on 03/31/2026

Joy DeMots – 1st term beginning on 04/01/2023 and ending on 03/31/2026

Dennis Roy – 1st term beginning on 04/01/2023 and ending on 03/31/2026

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Joy DeMots and Dennis Roy and the reappoint Robert Hunchberger to the Open Space Advisory Board?

LEGAL COMMENTS

The open space board shall consist of nine members, which are each registered electors. City Council shall endeavor to appoint one member from each of the council wards, for the purpose of providing the board with a full perspective of the entire city's open space needs through an even geographical distribution of the members. (City Code Section 2-392). The open space board members are responsible to serve as advocates for open space within the city, prepare a master plan for open space as a tool for the council to make land use decisions, recommend criteria for lands appropriate for open space consideration and recommend appropriate properties, build awareness in the community for the open space concept, advise the council in development of a management plan to maintain open space, and to seek and obtain private grants and public donations. (City Code Section 2-391). (Lathers)



TO: Mayor Mike Coffman
Members of City Council

THROUGH: Brian Green, Acting Manager of Open Space and Natural Resources
Brooke Bell, Director of Parks, Recreation and Open Space

FROM: Steve Kennedy, Chair, Open Space Advisory Board

DATE: February 23, 2022

SUBJECT: Open Space Advisory Committee Appointment Recommendations

On February 15th, 2023, the Open Space Advisory Board conducted interviews of one existing board member who reapplied for their current seat on the board. The board also interviewed two new applicants for seats which become available at the end of March 2023. The applications are attached. There are four open seats, and these were the only applicants at the time. One vacancy on the board will remain. Following are the board questions and comments regarding the interview of the candidates.

The criteria used by the Board when interviewing applicants is as follows:

- Is the applicant a user of Open Space, particularly the Aurora Sites?
- Does the applicant show enthusiasm for Open Space and trails, along with an interest in serving on the Board?
- Is the applicant available to attend monthly meetings?

Robert Hunchberger – Ward II- Mr. Hunchberger has served one term and has been an integral part of our board for the last 3 years. He is an active contributor to many of our ongoing projects and adds valuable content to our discussions. It will be great to have him on the Board for a second term.

Joy DeMots – Ward II- Ms. DeMots is a new candidate for appointment to our board. She has a remarkable enthusiasm for open space. She has enjoyed hiking, bicycling, and birdwatching on Aurora open space and trails. She is concerned about preserving critical open space ecosystems in Aurora. She also has an interest in learning more about our open spaces and the environment in general, and she emphasized that she is willing to commit a good deal of time to Open Space efforts in Aurora. Ms. DeMots would be a great asset to the Board.

Dennis Roy – Ward II- Mr. Roy is a new candidate for appointment to our board. He has been a longtime appreciator and user of open spaces in Aurora. He is a topnotch nature photographer who is dedicated to preserving wild spaces in and around Aurora. He is interested in learning more about Aurora open space and to taking an active role on the board. He also speaks of the importance of open space as a gift to future generations—and cites his own young children as examples. Mr. Roy would be an excellent voice to add to the board.

The Open Space Advisory Board unanimously agreed to recommend to City Council consideration for reappointment of Robert Hunchberger, along with the new appointments of Joy DeMots and Dennis Roy. We respectfully request City Council approval.

Open Space Advisory Board

Applicant Package - Ward 2

Open Space Advisory Board - Ward 2

Term:01 Apr 2023 - 31 Mar 2026

Positions Available: 1

Number of applicants in this package: 1

- Roy, Dennis

Date Received: 12/08/2022

Registered Voter & Resident of Aurora

08/24/2012 Ward: 2 County: Arapahoe

Tristen Sheptock

Name :Roy, Dennis

Address : [REDACTED]

Email : [REDACTED]

Board Name :Open Space Advisory Board

Date of Birth : [REDACTED]

Home Phone Number : [REDACTED]

Work Phone Number : [REDACTED]

How long have you lived in Aurora? :10 years

Are you registered to vote? :

Yes

Years of Education Completed :17

Degree(s) Received :Masters Degree in Public Administration

College(s) Attended :University of South Dakota University of Colorado-Denver

Employer Name :Developmental Pathways

Employer Address :814280 E Jewel Ave Suite A Aurora, CO 80012

Current Position :Director of Program Quality

Years with Current Employer :3

Work Experience :

20 years working in nonprofits and government agencies. Primarily related to youth development and health care

Certification(s) :Project Management Professional

How are you involved in your community? :

I've coached my son's baseball teams for the past 3 years.

List your interests and activities. :Nature Photography

Do you presently serve in any other appointed position on a board, commission or committee? :

No

If yes, enter the board name and position :N/A

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :

I hope to support the management and engagement with the Open Space in Aurora

How much time do you anticipate being able to spend on this appointment each month? :

5-6 hours

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :N/A

Reference 1: Full Name, Phone Number and Address :Vicky Samuel - [REDACTED]

Reference 2: Full Name, Phone Number and Address :
Wayne Gallagher - [REDACTED]

Reference 3: Full Name, Phone Number and Address :
Steve Kennedy - [REDACTED]

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Dennis Roy Jr

Time of Submission :12/07/22 8:09:43 AM

Attachments:

- Resume - Dennis Roy.pdf



Health Care Administrator & Project Manager

Specialist in Project Management, Public Policy, and Health Care Operations

Achievements

- Leadership to Community Centered Board staff and external stakeholders during COVID-19 pandemic. Provided support related to over 125 pandemic related policy changes.
- Executed over 25 federal waiver actions, three state rule changes, and multiple operational changes that improved Colorado Home and Community Based Services Medicaid waivers.
- Nineteen federal waiver actions completed in calendar year 2018; all processed ahead of Centers for Medicare and Medicaid Services (CMS) nationwide scorecard.

Profile

Focus on Person-Centeredness – Public policy efforts facilitated individuals’ access to services in the location and time of their choosing.

Timely Results – Project management abilities, in both nonprofit agencies and state government sectors, delivered products ranging from website development to public policy implementation on time and within budget.

Vendor Selection & Management – Chosen for selection committees to vet contract proposals related to auditing and program evaluation. Managed contract with Quality Improvement Organization (QIO) vendor for utilization review and cost containment processes.

Process Improvement – Focus on efficiency streamlines program enrollments, information gathering, and collaboration with stakeholders.

Innovative Strategies – Operational improvements solidified efficiencies of nonprofit agencies and state Medicaid programs.

Proactive Approach – Early identification of risk prevents un-necessary delays in project execution.

Skills

- Budget Oversight
- Conflict Resolution
- Consensus Building
- Contract Negotiation
- Data Analytics
- Health Care
- Leadership Training
- Organizational Leadership
- Person-Centered Policy
- Policy Development
- Project Dashboards
- Project Management
- Public/Private Partnerships
- Public Relations
- Staff Selection & Supervision
- Special Event Coordination
- Stakeholder Engagement

Professional Experience

DEVELOPMENTAL PATHWAYS

ENGLEWOOD, CO

Director of Program Quality

June 2022-Present

Providing senior leadership to Community Centered Board (CCB) Subject Matter Expert teams that ensure safety and quality case management for individuals with intellectual and developmental disabilities. Supervising teams that monitor the Health and Welfare of individuals, deliver Medicaid Provider Relations to area stakeholders, complete purchasing of individuals' HCBS benefits, and monitor Medicaid billing of individuals' services.

- Primary project manager and senior leader toward agency implementation of Case Management Redesign in the South Denver Metro area, including development for contract to state procurement office.
- Coached staff members through process improvement projects. Staff coordinated with other agency teams to transition manual processes into automated technologies. Improved staff members' time dependencies facilitated additional staff capacity for other projects.
- Supervising a team of three direct reports and a total of 18 professional staff members.

Associate Director of Program Quality

December 2019-May 2022

- Delivered Provider Relations services to the Program Approved Services Agencies (PASAs) in South Denver Metro catchment area. Received recognition for delivering timely and accurate information throughout the COVID-19 public health emergency.
- Ensured communications to health care providers of safety guidelines and policies related COVID-19 pandemic and Medicaid Services.
- Supervised team of thirteen (13) professional staff members.

COLORADO DEPARTMENT OF HEALTH CARE POLICY & FINANCING

DENVER, CO

Office of Community Living

Home and Community Based Services (HCBS) waivers enable Medicaid clients to maintain independence and community participation through cost-effective public policy development.

HCBS Federal Policy Liaison

November 2017- November 2019

Primary project manager for the execution of waiver actions to update the Colorado HCBS waiver agreements with the Centers for Medicare and Medicaid Services (CMS). Completed stakeholder engagement, policy development, public noticing, and CMS negotiation phases for all HCBS waiver amendments and renewals. Staff lead over two policy specialists.

- Executed nineteen HCBS waiver actions in calendar year 2018. All actions completed in shorter time frames than CMS scorecard and without CMS formal requests for information.
- Developed and implemented process improvements to gather HCBS policy changes from across Department of over 500 employees. Execution of these improvements integrated over ninety policy changes into nineteen HCBS waiver actions in calendar year 2018.
- Completed contract amendment to transfer two utilization review processes to external vendor to improve both the quality and timeliness of reviews.
- Developed internal polices and systematic infrastructure to monitor project and portfolio level progress utilizing SharePoint and Microsoft Project software.
- Monitored cost effectiveness of \$882M in annual HCBS Medicaid claims.

CHCBS Waiver Administrator

September 2014-November 2017

The Children's Home and Community Based Services (CHCBS) waiver provides Medicaid coverage to medically fragile children. Completed utilization review of all case management referrals to the waiver to ensure clients met targeting and functional eligibility criteria. Maintained costs associated with the waiver (\$50M annually) while increasing the caseload.

Project management of public policy changes across the HCBS Operations Unit via the Colorado Medical Services Board and the Centers for Medicaid and Medicare. Staff lead over Program Support Specialist.

- Waiver enrollment increase from 1100 to 1700 children accomplished through elimination of all policy barriers related to enrollment caps, ensuring that that the waiver would never have a waitlist
- Participant in Requirement Validation, Design, and User Acceptance Testing stages of the development of new Colorado Medicaid and Medicare Information System (MMIS) that completes the billing, analysis, and case management functions of Health First Colorado (Colorado's Medicaid Program).
- Selected to procurement committees to determine vendors of auditing and program evaluation functions.

Program Support Specialist

November 2013-September 2014

Project management for the HCBS Operations Unit. Executed two sets of rule revisions to the Colorado Medical Services Board. Eliminated the CHCBS waiver's waitlist. Gained approval of four budgetary and legislative change proposals toward the Governor's FY2014-2015 Budget. Developed comprehensive utilization review management system for three children's waivers.

- Developed a custom Sharepoint solution, utilizing Excel Business Intelligence, to track metrics related to operational functioning.

CHILDREN'S OUTREACH PROJECT

DENVER, CO

Nonprofit high-quality early childhood education center utilizes evidenced based curricula to provide child care and therapeutic supports. Served over one hundred and fifty 2.5 to 6-year-old low-income children and their families in North Denver annually.

Development Director

April 2012-September 2013

Manager of the Development, Marketing, and Volunteer Coordination departments. Efforts generated 200% of budgeted individual and corporate giving in FY 2012-2013. Marketing initiatives, implemented by volunteers, created a waiting list of over 100 children.

YANKTON COUNTY 4-H

YANKTON, SD

State and county funded program providing life skills education to youth in Yankton County, SD. County program utilizes twelve clubs and over thirty volunteers to provide services to two hundred 4-H members.

4-H/Youth Development Program Director

April 2007-August 2009

Coordinated youth development and 4-H activities throughout Yankton County and the eastern half of South Dakota. Provided event management of local, regional, and state level 4-H contests. Created partnerships with Yankton area organizations to develop youth development programs that reached capacity limits in first year of existence.

Other Work Experience

OFFICE DEPOT #2187 Department Manager	<i>DENVER, CO</i> <i>September 2013-November 2013</i>
OFFICE DEPOT #2657 Technology Associate	<i>DENVER, CO</i> <i>November 2009-November 2011</i>

Volunteer Experience

CASA OF ADAMS & BROOMFIELD COUNTIES Court Appointed Special Advocate	<i>ADAMS COUNTY, CO</i> <i>October 2012- August 2014</i>
DENVER KIDS, INC Youth Mentor	<i>DENVER, CO</i> <i>January 2010 - November 2011</i>
AMERICORPS *NATIONAL CIVILIAN CONSERVATION CORPS Corps Member	<i>DENVER, CO</i> <i>January 2001-November 2001</i>

Certifications

PROJECT MANAGEMENT PROFESSIONAL Project Management Institute	<i>July 2015-Present</i>
INCIDENT INVESTIGATOR Labor Relations Alternatives	<i>October 2020</i>

Education

UNIVERSITY OF COLORADO AT DENVER Master of Public Administration	<i>DENVER, CO</i> <i>2012</i>
UNIVERSITY OF SOUTH DAKOTA Bachelor of Science, Psychology	<i>VERMILLION, SD</i> <i>2009</i>

Open Space Advisory Board

Applicant Package - Ward 2

Open Space Advisory Board - Ward 2

Term:01 Apr 2023 - 31 Mar 2026

Positions Available: 1

Number of applicants in this package: 1

- Hunchberger, Robert

Date Received: 01/12/2023

Registered Voter & Resident of Aurora

08/21/2018 Ward: 2 County: Arapahoe

Tristan Sheptock

Name :Hunchberger, Robert

Address [REDACTED]

Email [REDACTED]

Board Name :Open Space Advisory Board

Date of Birth :

[REDACTED]

Home Phone Number :

[REDACTED]

Work Phone Number :

N/A

How long have you lived in Aurora? :

5 years

Are you registered to vote? :

Yes

Years of Education Completed :

22

Degree(s) Received :

BA, MS, MA, ASN

College(s) Attended :

Millersville University of Pennsylvania Ball State University Ivy Tech Community College

Employer Name :

Retired

Employer Address :

N/A

Current Position :

Retired

Years with Current Employer :

5

Work Experience :

Several years working for Muncie Division of Water Quality doing stream studies 20+ years as a software engineer 13 years as a nurse and clinical informaticist

Certification(s) :

RN

How are you involved in your community? :

Currently on the Open Space Board, volunteer nurse for Colorado Volunteer Mobilization

List your interests and activities. :

cycling, pickle ball, hiking, paddle boarding

Do you presently serve in any other appointed position on a board, commission or committee? :

Yes

If yes, enter the board name and position :

Volunteer on the Aurora Open Space Advisory Board

Are you currently a member and seeking reappointment on the board you are applying for? :

Yes

Why do you desire this appointment? :

I want to continue to foster communication and education about our open spaces to my Aurora community

How much time do you anticipate being able to spend on this appointment each month? :

Several hours/week

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain :

N/A

Reference 1: Full Name, Phone Number and Address :

Bob Giles [REDACTED]

Reference 2: Full Name, Phone Number and Address :

Steven Kennedy [REDACTED]

Reference 3: Full Name, Phone Number and Address :

Kyle Baker [REDACTED]

How did you hear about us? :

Other

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Robert A Hunchberger

Time of Submission :01/11/23 4:02:35 PM

Attachments:

- rahResume2023.pdf

-- Robert Hunchberger, RN --



Profile

Became an RN in 2009 and merged clinical care experience with a software career becoming a clinical informaticist in one of the largest hospitals in Indiana. One of the founders of and CTO for Praxis Solutions, LLC. 20+ years of experience in IT leading teams as a player-coach, advancing software delivery capability, reducing costs. Focused on the objective, recognizing technology is just one of many tools used to accomplish the goals of the business. Personable and able to communicate verbally or in writing to all levels of an organization. A leader who is not afraid to jump in, get dirty and help the team succeed.

Skill Summary

Informatics	IT Portfolio Management	Accomplished Trainer
Budgeting	Process Improvement	Relationship Management
Managing People	Mentoring and Coaching	Proposal Writing
Strategic Technology Planning	Sales Support	Risk Management
Project Estimating	Business Analysis	Requirements
Orthopedics	Medical-Surgical	Cardiac

Professional Experience

St. Vincent Health – Clinical Informaticist @ The Heart Center of Indiana – December 2016 – 2018

- Communicate updates, downtimes and significant events affecting clinicians and senior leadership hospital wide.
- Support and train clinicians hospital wide overcome EMR usability issues.
- Gather UX/UI requirements for EMR improvements, change requests and validate final development products prior to production.
- Managing hospital through ACA requirements for ePrescribe and roll-out of new module add ons

St. Vincent Health – Manager of Clinical Informatics – July 2016 – December 2016

- Hired FTEs, managed and mentored new informaticists through organization transition.
- Coordinated with regional hospital leadership to improve utilization and acceptance of EMR by physicians.
- Responsible for 18 FTEs in eight community hospitals.
- Continued previous role responsibilities

St. Vincent Hospital Indianapolis – Supervisor Clinical Informatics – September 2013 – June 2016

- Managed department through attrition, hiring five, expanding team to seven supporting hospital clinical service lines.
- Continued informatics role while training and mentoring new team of informaticists.
- Managed hospital through ACA requirements for portal registration saving \$3M.
- Guided hospital through Joint Commission surveys insuring compliance with CMS requirements
- Managed ad hoc C-suite projects affecting clinician efficiency or patient safety.

St. Vincent Hospital Indianapolis – Clinical Informaticist February 2011 – August 2013

- Trained nurses and physicians monthly in electronic medical record (EMR) use.

Open Space Advisory Board

Applicant Package - Ward 2

Open Space Advisory Board - Ward 2

Term:01 Apr 2023 - 31 Mar 2026

Positions Available: 1

Number of applicants in this package: 1

- DeMots, Joy

Date Received: 12/13/2022

Registered Voter & Resident of Aurora
07/23/2004 Ward: 2 County: Arapahoe

Tristen Sheptock

Name :DeMots, Joy

Address [REDACTED]

Email [REDACTED]

Board Name :Open Space Advisory Board

Date of Birth [REDACTED]

Home Phone Number [REDACTED]

Work Phone Number [REDACTED]

How long have you lived in Aurora? :20 years

Are you registered to vote? :

Yes

Years of Education Completed :Bachelor Degree

Degree(s) Received :Behavioral Sciences with American West History

College(s) Attended :Metropolitan State University of Denver

Employer Name :Retired

Employer Address :NA

Current Position :NA

Years with Current Employer :NA

Work Experience :

Human Resources Management, Statistical Analyses for the State of Colorado, arious board member experience.

Certification(s) :Human Resource Management

How are you involved in your community? :

I have volunteered in different capacities as a board member for elementary school, and more recently for the Conservatory HOA and the Conservatory Metro District

List your interests and activities. :

I enjoy hiking, biking, birdwatching, traveling and cooking. My spouse and I take vacations that are centered around hiking. We enjoy wildlife as well as people.

Do you presently serve in any other appointed position on a board, commission or committee? :

Yes

If yes, enter the board name and position :

Co-chair, Design Review Committee for The Conservatory HOA

Are you currently a member and seeking reappointment on the board you are applying for? :

No

Why do you desire this appointment? :

What my resume does not tell you is that I have a concern about our environment, particularly the land and air, and how its impact not only our wildlife but our own lives as well. I have lived in Aurora for almost 20 years and I am an avid hiker and bicycler in Aurora, the mountains, numerous national, local and state parks. I have visited most of the Aurora open spaces listed on your website and I would like to know more about all of them and participate in future development plans.

How much time do you anticipate being able to spend on this appointment each month? :

5-15 or more if necessary

Do you have any conflicts of interest that should be disclosed? :

No

If yes, please explain : I have no conflict of interest that I am aware of.

Reference 1: Full Name, Phone Number and Address :

Bob Hunchberger, [REDACTED]

Reference 2: Full Name, Phone Number and Address :

Bob Giles, [REDACTED]

Reference 3: Full Name, Phone Number and Address :

Marcella Caywood, [REDACTED]

How did you hear about us? :

Word of Mouth

By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct :

Joy DeMots

Time of Submission : 12/13/22 2:34:12 PM

Attachments:

- DeMots Resume Board 12-2022.pdf

Joy DeMots

PROFESSIONAL SUMMARY

Highly motivated and positive person possessing good communication and customer service skills. Possess a keen interest in environmental life and sustainability. An avid wild life supporter.

SKILLS

- Excellent customer service skills in managing conflict between employees to accomplish mutually agreeable salary changes;
- Strong proficiency in Microsoft Suite software;
- Effective written and verbal communicator;
- Experience working at the system level interpreting, developing policies and guidelines;
- Organizational experience developing analytical tools for executive decision making purposes;
- Supervisory experience;
- Various board member experiences:
- 1990's, PTA Newsletter Chair, Vice President, President
- The Conservatory HOA
 - Newsletter Chair 2016 and 2017
 - Supported City of Aurora Beautification grant application 2017/2018
 - Appointed one year as director 2016/2017 to back fill an open board position
 - Committee member for the architectural review committee (DRC - Design Review Committee) 2018 - present, current DRC co-chair - 2020 - present
- Conservatory Metropolitan District
 - Volunteered for on Art in Public Places/City of Aurora 2017-2018. Artwork was installed in 2019.
 - Elected to the Metro Board (Treasurer May 2020 - July 2022)
 - Detention Pond Committee - 2020 - 2022
 - Landscaping Committee - 2022

WORK HISTORY

4/2008 to 2/2011

University of Colorado Denver (UC Denver)

Title: Director, HR Operations

- Supervise 7-8 employees; staff members processed hiring and other HR processes;
- Manage special projects, manage systems processing, consult with departments on organizational pay structure, and on-going issues related to operations, systems and legislation;
- Manage employment searches (selection) for exempt professional employees.

10/2006 to 4/2008

University of Colorado Denver (UC Denver)

Title: Compensation Specialist/Principal HR Consultant

- Principal HR consultant on classified and exempt professional compensation for UC Denver;

- Developed a system and database for analyzing, processing and tracking exempt professional position requiring analyses of each position, salary survey information, and determination of salaries based on market and external data;
- Developed various databases and spreadsheets for tracking purposes;
- Developed methodologies for conducting special salary studies for departments to address equity issues.

8/2002 to 10/2006 **State of Colorado, Department of Personnel & Administration, Division of Human Resources**
Title: HR Measurement Specialist

- Conducted research and data analyses, designed methods to collect data, designed and prepared reports for online publishing (e.g., Annual Workforce Report, and recommended strategies (e.g., standard turnover cost formula, cost per hire calculator) that incorporated research results;
- Developed and advised on workforce planning and succession planning models and plans; assessed HR business needs, evaluated existing processes, and identified opportunities for automation using information technology.

2/1999 to 8/2002 **State of Colorado, Department of Personnel & Administration, Division of Human Resources**
Title: HR Compensation Specialist

- Member of a self-directed work team that provided professional guidance in human resource management;
- Gathered employee and organizational data, and analyzed to produce reports for external agencies, and for internal use by management;
- Researched and recommended methodologies for analyzing market compensation and benefits information and provided data and analyses to support the annual total compensation recommendations made to the legislature on employee salaries and benefits.

11/1989 to 2/1999 **Front Range Community College**
Title: Statistical Analyst

- Provided technical and professional research support system-wide;
- Researched, organized, and analyzed student, staff and community data for college-wide uses and system-wide reporting;
- Directly responsible for the accurate and timely reporting of student enrollment and employment data to various education governing associations;
- Provided external information for strategic planning purposes via environmental scanning research methods;
- Provided training to faculty and staff on how to access and use pertinent workforce and educational data to perform their program planning for degrees, certificates and adult education; data and reports published were on the website.

EDUCATION

1989 - Associate of Liberal Arts - Front Range Community College, Westminster, Colorado
 1991 - Associate of Science - Front Range Community College, Westminster, Colorado
 1994 - Bachelor of Arts in Behavioral Science - Metropolitan State University of Denver, Colorado



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution in Support of 140th Wing Flight Operations 2023
Item Initiator: Mike Coffman, Mayor
Staff Source/Legal Source: Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: Dave Gruber, Former City Council Member / Parker White, Legislative Liaison and Public Information Officer
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): 4/10/2023

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

RESOLUTION IN SUPPORT OF THE 140TH WING OF THE COLORADO AIR NATIONAL GUARD'S FLIGHT OPERATIONS AT BUCKLEY SPACE FORCE BASE

Sponsor: Mike Coffman, Mayor

Michelle Gardner, Senior Assistant City Attorney

Outside Speakers: Dave Gruber, Former City Council Member / Parker White, Legislative Liaison and Public Information Officer

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

N/A

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

This resolution memorializes City support of replacement of the aging F-16 Fighting Falcon fighters with a manned fighter mission such as the Next Generation Air Dominance Fighter, F-15EX Eagle II, or a newer fleet of F-16s.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council support moving the Resolution forward to the next available Regular Meeting?

LEGAL COMMENTS

The Council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter 3-9). **The City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable. (City Charter 5-1).** The Mayor and Council members have authority to place items on the Study Session agenda. Each such item shall indicate the party requesting the item. (City of Aurora City Council Rule of Order and Procedure Section B.2(a)). (M. Gardner)

RESOLUTION NO. R2023-___

RESOLUTION IN SUPPORT OF THE 140TH WING OF THE COLORADO AIR NATIONAL GUARD'S FLIGHT OPERATIONS AT BUCKLEY SPACE FORCE BASE

WHEREAS, the 140th Wing of the Colorado Air National Guard at Buckley Space Force Base, Aurora, Colorado, flies the F-16 Fighting Falcon and defends America's homeland by delivering 24/7 fighter aircraft alert in support of United States Northern Command; and

WHEREAS, the 140th Wing of the Colorado Air National Guard provides strategic capabilities for United States European Command, United States Central Command, and United States Indo-Pacific Command; and

WHEREAS, the runway at Buckley Space Force Base that is operated by the 140th Wing supports: the fighter alert mission; cargo missions in support of Headquarters Air Force and United States Space Command; Special Airlift Assignment missions and transient aircraft mission support for the President of the United States; Air Mobility Command; Air Combat Command; cargo aircraft transporting sensitive satellites manufactured in Colorado; and, missions flown by the Colorado Army National Guard with their fleet of Blackhawk, Lakota, and Chinook helicopters; and

WHEREAS, the United States government, the State of Colorado, Arapahoe County, and the City of Aurora have invested millions of dollars in securing land adjacent to the Buckley Space Force runway to avoid the risk of civilian buildings encroaching said runway and to ensure the noise profile of fifth-generation fighter aircraft will not impact the community; and

WHEREAS, the F-16 Fighting Falcon aircraft flown by the 140th Wing are rapidly approaching end of life, having been issued to the Colorado Air National Guard in the early 1990s following years of service in the active Air Force, and since that time having been flown in support of operations in Iraq, Afghanistan, Japan, Estonia, Hungary, Turkey, and Kuwait; and joint training operations in Korea, Japan, Australia, Denmark, Germany, Estonia, Hungary, Slovenia and Jordan; and

WHEREAS, the Department of the Air Force is faced with replacing the aging F-16 Fighting Falcon fighters with a manned fighter mission such as the Next Generation Air Dominance Fighter, F-15EX Eagle II, or a newer fleet of F-16s; and

WHEREAS, the City Council of the City of Aurora desires to express its support to the Department of the Air Force for the 140th Wing of the Colorado Air National Guard's flight operations at Buckley Space Force Base and for replacement of the aging F-16 Fighting Falcon fighters with a manned fighter mission such as the Next Generation Air Dominance Fighter, F-15EX Eagle II, or a newer fleet of F-16s; and

WHEREAS, pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, pursuant to City Charter 5-1, the City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Resolution in Support of the 140th Wing of the Colorado Air National Guard's Flight Operations at Buckley Space Force Base supporting replacement of the aging F-16 Fighting Falcon fighters with a manned fighter mission such as the Next Generation Air Dominance Fighter, F-15EX Eagle II, or a newer fleet of F-16s is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this Resolution in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner RLA

MICHELLE GARDNER, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Preventing Certain Social Media Applications/Websites from Being Installed or Accessed on City Owned Devices and Personal Devices (Resolution)
Item Initiator: Council Member Dustin Zvonek
Staff Source/Legal Source: Scott Newman, Chief Information Officer / George Koumantakis, Manager of Client Services, City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

The Sponsor is requesting a waiver of reconsideration.

Sponsor: Dustin Zvonek, Council Member

Scott Newman, Chief Information Officer / George Koumantakis, Manager of Client Services, City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This resolution bans and directs that all City devices and personal devices that access City networks will be prohibited from downloading and using TikTok, Douyin, WeChat, Weixin or accessing any website developed by ByteDance Ltd. or Tencent Holdings Ltd.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
- Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

This Resolution will require the Information Security Office, Risk Management, Finance, and the City Attorney's Office to jointly coordinate, develop or refine policies and standards to fulfill the intent of the Resolution. These groups already frequently meet, but this will add some overhead for the initial reviews and development.

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution?

LEGAL COMMENTS

A Resolution may be used for a statement of policy or other matters which are not required to be adopted by Ordinance. (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council)

Article III, Section 8 of the City Charter of the City of Aurora, Colorado, authorizes City Council to “prescribe rules of procedure to govern meetings. A City Council member may place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Rules of Order and Procedure for the Aurora City Council, B.2.)

This is an appropriate item for Council's consideration as, under City Charter §1-3, this is necessary and proper for the administration of local and municipal matters. Additionally, under City Charter §5-1, Council is authorized to act by resolution.

Motion to approve shall include a waiver of reconsideration. (Koumantakis)

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DESIRE TO BAN AND PREVENT THE DOWNLOAD OR USE OF TIKTOK, DOUYIN, WECHAT, WEIXIN, OR ACCESSING ANY WEBSITE DEVELOPED BY BYTEDANCE LTD. OR TENCENT HOLDINGS LTD. ON ANY CITY-ISSUED DEVICE OR ON ANY PERSONAL DEVICE THAT IS USED TO ACCESS CITY NETWORKS.

WHEREAS, TikTok, Douyin, WeChat, Weixin, and websites developed by ByteDance Ltd., and Tencent Holding Ltd., are media platforms with known affiliation to the government of the People's Republic of China; and

WHEREAS, TikTok and WeChat are owned by ByteDance Ltd., a Chinese company that employs Chinese Communist Party members; and

WHEREAS, Douyin and Weixin are owned by Tencent Holdings Ltd., a Chinese company that also employs Chinese Communist Party members; and

WHEREAS, China has a history of amassing large amounts of data on their own citizens and those around the world including individuals in the United States; and

WHEREAS, it is critical that the City of Aurora (City) and its networks are protected from the vulnerabilities presented by the use of these platforms; and

WHEREAS, these platforms and websites harvest significant amounts of data from a user's device, including details about a user's internet activity even when the platforms are not in use; and

WHEREAS, these platforms and websites can also harvest significant amounts of data from the City's networks; and

WHEREAS, this data can reveal sensitive information that can be leveraged or exploited against the City; and

WHEREAS, the security and privacy risk to the City extends beyond these applications and companies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1.

To benefit and protect the residents of the City of Aurora, the City Council directs the City Manager and other Council Appointees to ban and prevent the download or use of TikTok, Douyin, WeChat, Weixin, or accessing any website developed by ByteDance Ltd or Tencent Holdings Ltd on any City-issued device or on any personal device that is used to access City networks. The City Council directs all Council Appointees and their staff and those who report to City Council including staff and volunteers to implement and support this effort. However, if a City Department has a valid reason to access these platforms, the department will need to request approval for that use through

the Information Security Office (ISO). That request must be limited to a small number of end user devices to have access to these platforms. Once approved by the ISO it must then be sent to the City Manager for approval.

Section 2.

To benefit and protect the residents of the City of Aurora from further risk, the City Council directs the City Manager and other Council Appointees to coordinate with the ISO, Risk Management, Finance, and the City Attorney’s Office to develop a program that will address third-party security and privacy risk in the City’s technology supply chain through the formal adoption of policies and standards, and active monitoring for compliance with those policies and standards.

Section 3.

This resolution shall not be interpreted to impact Resolution No. R2022-81 pertaining to compliance with security policy which was resolved and passed on April 11, 2022.

Section 4.

This Resolution shall take effect immediately without reconsideration.

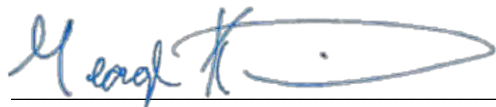
RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



GEORGE KOUMANTAKIS, Manager of Client Services



CITY OF AURORA

Council Agenda Commentary

Item Title: Establishing Sister Cities Relationship Between City of Aurora and Chihuahua, Mexico
Item Initiator: Minsoo Song
Staff Source/Legal Source: Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney
Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International & Ana Valles, Co-Chair, Aurora-Mexico Sister City Committee
Council Goal: 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

COUNCIL MEETING DATES:

Study Session: 3/6/2023

Regular Meeting: N/A

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING ITS SUPPORT OF NEGOTIATING A SISTER CITY AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CHIHUAHUA, MEXICO.

Sponsor: Juan Marcano, Council Member

Ricardo Gambetta, Manager of Office of International and Immigrant Affairs / Kimberly Skaggs, Assistant City Attorney

Outside Speaker: Karlyn Shorb, Executive Director, Aurora Sister Cities International & Ana Valles, Co-Chair, Aurora-Mexico Sister City Committee

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Aurora Sister Cities International (ASCI) is a nonprofit independent organization based in Aurora, Colorado. ASCI was relaunched its activities in 2014. In 2015 the Aurora City Council approved the first Professional Service Agreement (PSA) between the city of Aurora and ASCI. Under the current PSA, the city provides with financial support and In-kind donation to support ASCI activities, operations and programs.

The Office of International and Immigrant Affairs manages the implementation of the PSA between the city of Aurora and ASCI. In addition, the Aurora City Council appoint a council member every year to serve as an official liaison between the Aurora City Council and ASCI.

ASCI mission is to promote local and global partnerships centered on cultural, educational and international exchanges, cultivating a network of community ambassadors who champion peace and prosperity around the world. ASCI currently have active relationships with the cities of Seongnam, South Korea and Adama, Ethiopia. In addition, ASCI has non active relationship with the cities of Jaco, Costa Rica, Zielona Gora, Poland and Antiguo Cuscatlan, El Salvador (Friendship city).

ASCI would like to propose the establishment of a new sister cities relationship with Chihuahua, Mexico.

The city of Chihuahua is the capital of the northwestern Mexican State of Chihuahua. Chihuahua was officially founded in 1709 is the second most competitive city in Mexico juts behind Monterrey and ahead of Mexico City. Chihuahua is the second largest and most populated city in Mexico.

In addition, Chihuahua has one of the most solid developments strategies in Clusters, focused to improve competitiveness and innovation, is conformed by 13 strategic sectors, including the Automotive, construction, aerospace, electronics and agroindustry.

These is a strong relationship between Aurora and Chihuahua. Most people of Mexican descent in the Denver metro area trace their roots to Chihuahua.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
- Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the council wish to support the establishment of sister city relationship with City of Chihuahua, Mexico?

LEGAL COMMENTS

The City Council shall have the power as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. City Code section 2-32. The mayor shall be recognized as head of the city government for all ceremonial and legal purposes, and shall execute and authenticate legal instruments requiring a signature as such official. City Charter section 3-2. (Skaggs)

Aurora Sister Cities International

Aurora, CO- Chihuahua, Chih

Karlyn K. Shorb- CEO, Aurora Sister Cities International

Ana Valles- Co-Chair, Mexico Committee



History

- Chihuahua, Mexico is the capital of the state in Mexico with the same name. An ancient city with Tarahumara Indian roots, the city of Chihuahua was officially founded in 1709 by Antonio Deza y Ulloa, and thus was first called "San Felipe de Real."
- Strategically located on a trade route which followed the Rio Grande to Santa Fe, bringing European and Mexican goods via caravans, Chihuahua features a colorful history spanning several centuries and enduring both Spanish and French conflict.
- Between 1910 – 1917 the famous Mexican revolutionary, Pancho Villa, made Chihuahua his base of operations. Since that time the city has developed strong ties to the United States, growing in manufacturing and agriculture.
- Chihuahua City is the capital of the northwestern Mexican state of Chihuahua. It's known for the Spanish Baroque Cathedral de Chihuahua and the 18th-century Palacio de Gobierno, a government building where massive murals depict major Mexican historical events. The city is also home to the eastern terminus of the Chepe railroad, which runs through the green-tinged gorges of the Copper Canyon area.
- Among cities in Mexico, the city of Chihuahua is highly ranked in human and social development. According to the UNCP report on human development, Chihuahua municipality's HDI is 0.840 as of 2015 – this is equal or higher than some Western European countries, with the literacy rate in the city among the highest in the country at 99%. Another report about competitiveness from the CIDE organization ranks Chihuahua as the second most competitive city in the country just behind Monterrey and ahead of Mexico City. This report also ranks Chihuahua as the most Socially Competitive city in the country.





LOCATION



370 KM (approximately) DISTANCE FROM THE BORDER

2nd LARGEST CITY
8,372 km²

2nd MOST POPULATED CITY
981,759

SOURCE: PICSp based in INEGI 2020.

SECTORIAL PARTICIPATION

TOTAL
GROSS
PRODUCTION



49.4%
Manufacturing



21.6%
Wholesale & retail



12.9%
Services



8.7%
Construction



2.0%
Transport



1.9%
Health and social
services



1.7%
Mining



1.0%
Education



0.5%
Media

0.3%
Others

SOURCE: FICsp based in INEGI 2019

ECONOMIC POTENTIAL

50% LABOUR FORCE



42%
39 AVERAGE AGE



58%
40 AVERAGE AGE

281k FORMAL EMPLOYEES (approximately)



0.6%



48.2%



51.2%



3,013 manufacturing COMPANIES

109 are FDI COMPANIES and employ 83k people

CLUSTERS AND INDUSTRIES



Automotive and autoparts



Construction materials



Aerospace



Metalworking



Electronics



Agroindustry

CLUSTERS

Chihuahua City has one of the most solid development strategies in Clusters, focused to improve competitiveness and innovation, is conformed by 13 strategic sectors





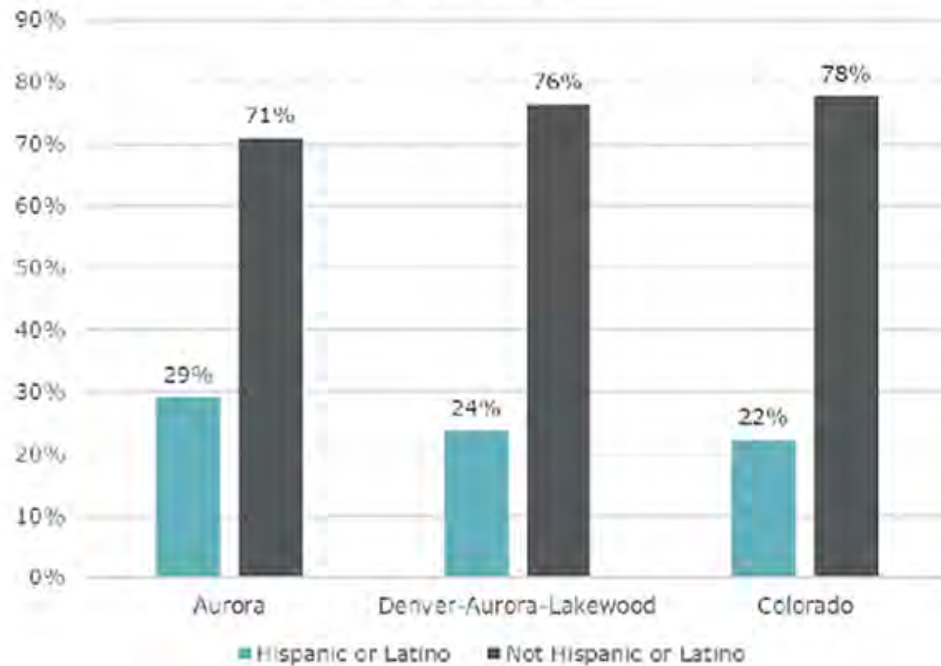
Chihuahua City Mayor

- Marco Bonilla Mendoza
- 2021-2024
- Strong Mayor with a very active City Council.
- He is the third most voted mayor in the country and the second youngest in the history of the municipality.

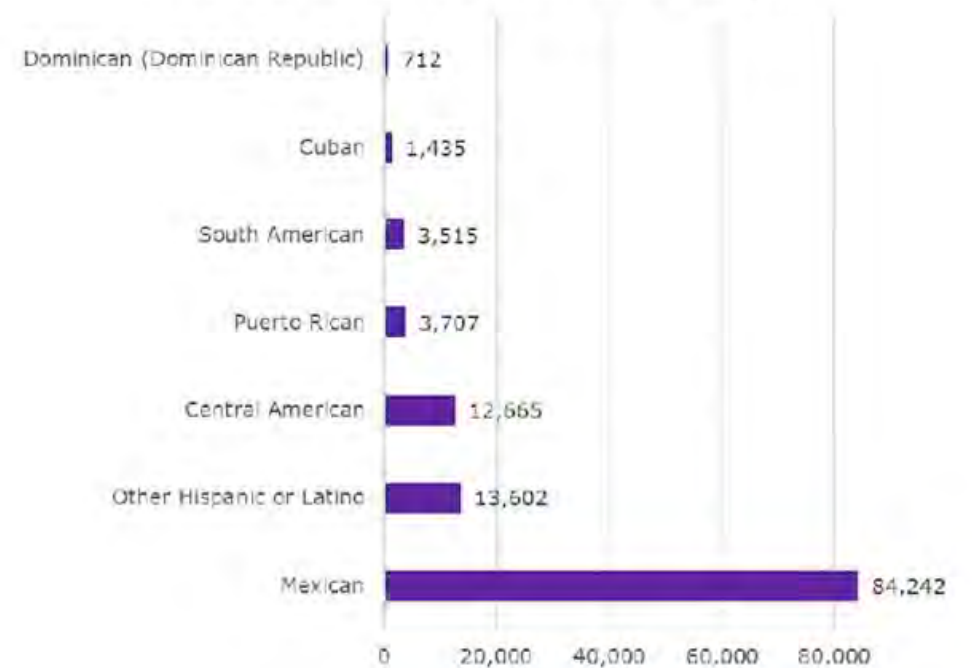


City of Aurora- Mexico

Ethnicity Comparisons



Hispanic or Latino Population by Origin



Source: U.S. Census Bureau 2017-2021 ACS 5-Year Estimates

- Most people of Mexican descent in Colorado trace their roots to Chihuahua.
- According to the Mexican Consulate in Denver, in 2021 22.3% of people getting a consular document were from Chihuahua, which was the highest state, followed by Zacatecas with 9.6%.
- Within the state of Chihuahua, the city where most people came from was Ciudad Juarez, followed by the City of Chihuahua.

Opportunities



Tourism



Arts and Culture



Education



Health Services



Construction



Engineering



Aerospace

Questions?



Thank you

RESOLUTION NO. R2023- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING ITS SUPPORT OF NEGOTIATING A SISTER CITY AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY OF CHIHUAHUA, MEXICO.

WHEREAS, Aurora Sister Cities International (ASCI) is a nonprofit independent organization based in Aurora, and ASCI's mission is to promote local and global partnerships centered on cultural and educational exchanges; and

WHEREAS, there is a strong relationship and ties between Aurora and Mexico thanks to the efforts of the Office of International and Immigrant Affairs and local Mexican groups and organizations; and

WHEREAS, most people of Mexican descent in the Denver metro area trace their roots to Chihuahua, Mexico; and

WHEREAS, Chihuahua has one of the strongest regional economies, is considered the second most important industrial area in Mexico, and is the base of developed industries in the areas of automotive, construction, aerospace, electronics and agroindustry among others; and

WHEREAS, there are shared learning opportunities and great potential for both cities in the areas of youth exchange, tourism, sports, education and business, and ASCI has recommended the establishment of a sister city relationship with the city of Chihuahua, Mexico.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora Sister Cities Board is authorized and directed to initiate negotiations with the city of Chihuahua, Mexico, for the purpose of establishing a sister city relationship at the earliest possible opportunity.

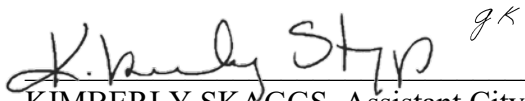
RESOLVED AND PASSED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 ^{gk}

KIMBERLY SKAGGS, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement with the City and County of Denver Regarding Sewer Discharge Connection
Item Initiator: Swirvine Nyirenda, Manager of Planning Services, Aurora Water
Staff Source/Legal Source: Swirvine Nyirenda, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 12/12/2022

Regular Meeting: 3/27/2023

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING SEGMENT 1E SANITARY SEWER CAPACITY
Swirvine Nyirenda, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/16/2022

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

On May 10, 2018, The Water Policy committee supported moving an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for wastewater flow capacity forward to Regular Council Session. On June 25, 2018, City Council approved an Intergovernmental Agreement between the City of Aurora and the City and County of Denver for wastewater flow capacity as agenda item 11g.

On October 20, 2021, The Water Policy Committee supported moving the Amendment of the Intergovernmental Agreement between the City of Aurora and the City and County of Denver regarding the Gateway Lift Station forward to Regular Council Session.

On November 8, 2021, the City Council of the City of Aurora approved the Amendment of the Intergovernmental Agreement between the City of Aurora and the City and County of Denver regarding the Gateway Lift Station as item 11a.

On November 16, 2022, the Water Policy Committee supported moving the Intergovernmental Agreement with the City and County of Denver regarding a sewer discharge connection forward to Study Session.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

History

In 2018 the City of Aurora, Colorado (Aurora) and City and County of Denver, Colorado (Denver) entered into an Intergovernmental Agreement (2018 IGA) which provides the terms for **Aurora's temporary use of certain Denver-owned sanitary sewer facilities in managing wastewater flows from the Highpoint Lift Station service area in the northwest portion of Aurora.** The Highpoint Lift Station service area includes the Gaylord Rockies Resort and Convention Center (Gaylord Resort) and surrounding existing and future developments. Prior to construction of the **Gaylord Resort, wastewater flows from the Highpoint Lift Station's service area were under 0.5 million gallons per day (MGD).** Construction of the Gaylord Resort and surrounding future development necessitated an approximately 4 MGD capacity expansion.

In early 2017, a regional study commissioned by the Metro Water Recovery District, formerly Metro Wastewater Reclamation District (Metro) revealed that by 2023 the area currently served by the Highpoint Lift Station would be served by a future regional trunk line. The trunk line, referred to as the Second Creek Interceptor (SDI), would carry wastewater flows from the **Highpoint Lift Station service area to Metro's Northern Treatment Plant in Brighton, Colorado.** As an interim measure, Aurora would construct one segment of the future Second Creek Interceptor through the City and County of Denver (from Dunkirk Street to East 72nd Avenue). Existing available capacity in **Denver's Gateway Lift Station would be used until the remainder of the Second Creek Interceptor is constructed.** Construction of this segment of the SDI (referred to as Segment 1E) was completed by Aurora in 2018 and the rest of the SDI is on schedule for completion at the end of 2023. **It is Aurora's intent to convey Segment 1E over to Metro with the completion of the rest of the SDI and any Denver connection to the interceptor.**

Item for Consideration

The City and County of Denver has a new customer constructing adjacent to the SDI Segment 1E and requires connection for service. This agreement allows that connection and will initiate the ability to transfer this segment of the interceptor to Metro. The terms of the agreement are as follows:

- Denver is responsible for the connection costs
- A target date for Metro transfer by 12/31/2024
- Denver will be responsible for paying Metro rates directly and will therefore pay Aurora 65% of our internal customer rate for use of the interceptor
- Denver must introduce a flowrate of less than 0.5 MGD average or 1.0 MGD peak
- The term shall be 3 years or until Metro assumes Segment 1E

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora, support moving the Consideration to APPROVE A RESOLUTION supporting an Intergovernmental Agreement between the City of Aurora Colorado acting by and through its Utility Enterprise and the City and County of Denver regarding segment 1E Sanitary Sewer Capacity forward to the next Council meeting?

LEGAL COMMENTS

The City is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203 to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment, or facilities or for furnishing or receiving commodities and services (Best).

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING SEGMENT 1E SANITARY SEWER CAPACITY

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise (“Aurora Water”) and the City and County of Denver (“Denver”) have agreed to enter an intergovernmental agreement (“Agreement”) concerning the provision of sanitary sewer service through infrastructure owned and operated by Aurora Water (generally known as “Segment 1E”) on the terms and conditions set forth therein; and

WHEREAS, Aurora and Denver have each entered into separate service contracts and other agreements with the Metro Water Recovery (“Metro”) relating to the provision of sanitary sewer service within their respective municipal boundaries; and

WHEREAS, Denver has requested service capacity in Aurora Water’s infrastructure within the corporate boundaries of Denver and would like to include flows from certain properties tributary to Aurora Water’s infrastructure; and

WHEREAS, Aurora Water and Denver each expect Aurora Water’s infrastructure to be transferred to Metro in the future as multiple jurisdictions connect to the sewer line and Metro completes other sanitary sewer facilities and improvements in the area; and

WHEREAS, the sanitary sewer services performed pursuant to the Agreement are necessary for the health, safety, and welfare of the people of the Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement for Segment 1E sanitary services between Aurora Water and Denver is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between the City of Aurora, Colorado, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora"), and the City and County of Denver, a home rule city and municipal corporation of the State of Colorado ("Denver"). Aurora and Denver shall be referred to herein as "Party," and collectively as "Parties."

Witnesseth

WHEREAS, the Parties are municipal corporations empowered by the Colorado Constitution, C.R.S. § 29-1-201, and in the case of Denver, the Charter of the City and County of Denver, and in the case of Aurora, the Aurora City Charter, to enter into and perform cooperative Intergovernmental Agreements; and

WHEREAS, Aurora, provides sanitary sewer services through sanitary sewer lines and infrastructure owned and operated by Aurora generally known as Segment 1E ("Aurora Infrastructure") that are within Denver's corporate boundaries and are more particularly shown on Exhibit A attached hereto ("Area Map"); and

WHEREAS, Aurora and Denver have each entered into separate service contracts and other agreements with the Metro Water Recovery ("Metro") relating to the provision of sanitary sewer service within their respective municipal boundaries; and

WHEREAS, Denver has requested service capacity in the Aurora Infrastructure within the corporate boundaries of Denver and would like to include flows from certain properties tributary to the Aurora Infrastructure ("Service Area"); and

WHEREAS, the Parties expect the Aurora Infrastructure to be transferred to Metro in the future as multiple jurisdictions connect to the sewer line Metro completes other sanitary sewer facilities and improvements in the area.

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Purpose of Agreement and General Obligations of the Parties.

(A) The purpose of this Agreement is to set forth the procedures by which Aurora will provide a certain, specified amount of capacity in the Aurora Infrastructure, into which Denver may discharge sewage flows generated from the Service Area, subject to the terms and limitations contained in this Agreement. The Parties agree to cooperate in good faith for the purpose of assuring continuity of sewer service to the Service Area, and provide for the continued administration and maintenance of the facilities needed to provide conveyance of waste water flows as set forth in this Agreement. The Aurora Infrastructure is shown on the Area Map and is

more particularly described as follows:

1. The Aurora sewer main located just north of the West Fork of Second Creek near the Aurora High Point Lift Station at Dunkirk Street and terminating at the Denver Gateway Lift Station near the intersections of 71st Street and Argonne Street.

(B) Aurora does hereby grant Denver authority to cause interconnections to the Aurora Infrastructure at agreed upon locations preapproved by both Aurora and Metro (“Interconnections”). Denver shall be solely responsible for all costs associated with the installation and use of the Interconnections and related facilities.

(C) During the Term of this Agreement (as defined below), and prior to Metro’s acceptance of the Aurora Infrastructure, Aurora agrees to furnish Denver sewer capacity at the Interconnections for the Service Area, as needed, for all uses for which Aurora has provisional rights, up to the maximum flow rate allowed in Section 3(B) below. Denver may use the Interconnections and Aurora Infrastructure and any other rights provided for herein only for the sole purpose of providing sanitary sewer service to the Service Area and for no other purposes or properties.

(D) Denver must install flow meters or employ other methods of calculating flow data for all Interconnections. Information from the flow meters or other flow measurement data shall be made available to Aurora in a reasonable manner upon request.

(E) The Parties agree that Aurora the Aurora Infrastructure is likely to be transferred or conveyed to Metro. In the event the Aurora Infrastructure is conveyed to Metro, the Parties agree to make, execute and deliver such documents and undertake such other and further acts in good faith as may be reasonably necessary to complete the contemplated conveyance of the Aurora Infrastructure to Metro. Aurora shall use diligent efforts to cause the transfer of the Aurora Infrastructure to Metro to occur as promptly as reasonably possible with a target date of on or before December 31, 2024.

(F) The Parties agree to meet biannually during the Term of this Agreement to review area development plans, the capacity of the Aurora Infrastructure, and the status of Metro’s contemplated acceptance of the Aurora Infrastructure.

2. Responsibilities of Denver. Denver shall:

(A) Be responsible for the operation, maintenance, repair, and replacement of all Denver sanitary sewer facilities within the Service Area and be responsible for all aspects of managing customer services and billings to and for all customers receiving services through the Aurora Infrastructure.

(B) Schedule and attend biannual meetings with Aurora to review development progress and flow projections tributary to the Interconnections.

(C) Remain directly responsible to Metro for the collection and payment of all Metro fees pursuant to Denver’s service contract with Metro.

(D) Pay Aurora for all flows from the Service Area going into the Aurora Infrastructure at sixty-five percent (65%) of the rate charged Aurora's internal customers for sanitary sewer service (the portion of the rate charged to cover the costs to Metro have been excluded as these charges shall be paid directly to Metro by Aurora). Notwithstanding the foregoing, upon transfer of the Aurora Infrastructure by Aurora to Metro, Denver shall not be obligated to pay Aurora any further fees, rates or charges under this Agreement.

3. Obligations of Aurora. Aurora shall:

(A) Subject to the limitations contained in Section 3(B) below, permit Denver to connect its sanitary sewer facilities at the Interconnections, pursuant to the terms and conditions of this Agreement, to the Aurora Infrastructure as allowed in Section 1(A) above.'

(B) Provide for the transportation of all sanitary sewage generated or arising from the Service Area and delivered at the Interconnections of the lesser of: (i) 0.50 million gallons per day average; or (ii) 1.00 million gallons per day peak. If Denver exceeds the maximum flow rate set forth in this Section 3(B) it shall be considered a material breach of this Agreement entitling Aurora to any and all remedies available at law or in equity, including without limitation, the restriction of Denver's further connections as provided for under Section 3(C) below. The foregoing capacity limitations shall not be applicable upon the transfer of the Aurora Infrastructure from Aurora to Metro.

(C) In the event of a breach by Denver under this Agreement, upon receipt of notice from Aurora, Denver will immediately cease allowing any additional connections to be made within its municipal boundaries that will utilize any portion of the Aurora Infrastructure.

(D) Until such time as the Aurora Infrastructure is conveyed to Metro, provide for the ordinary maintenance of the Aurora Infrastructure, including, if requested by Denver and agreed to by Aurora, permitting Denver to provide assistance in responding to any emergency maintenance situations at or concerning the Aurora Infrastructure. In the event of any such assistance by Denver, Aurora shall reimburse Denver for any direct third-party costs incurred by Denver in providing such emergency work; provided that Aurora receives a prior written cost estimate and supporting information.

4. Inspections

(A) Aurora, including such designees or invitees as it deems appropriate, shall have the right, but not the obligation, to inspect all Denver property which Aurora asserts may have any relevance to Denver's connection to and use of the Aurora Infrastructure or Interconnections, including but not limited to, all lines, related facilities, videos, photographs, and other representations or information regarding such lines and facilities, audits, and other financial statements, as well as all books and records, including Denver meeting minutes. Denver, at Aurora's expense, shall make all such matters available for inspection and copying at reasonable times and locations.

5. Term, Extension and Termination

- (1) The term of this Agreement ("Term") shall be for either three (3) years from the Effective Date of this Agreement or until Metro assumes ownership of the Aurora Infrastructure. This Agreement may be extended only upon written agreement of the Parties. Aurora may unilaterally terminate this Agreement upon the happening of any one of the following events: Denver's failure to timely and fully pay any fee or charge or other monetary obligation required to be paid by Denver under this Agreement within sixty (60) days after written notice of nonpayment is given by Aurora; or
- (2) Denver's exceedance of the capacity limits set forth in Section 3(B) above; or
- (3) Aurora's determination, according to standards of ordinary and customary engineering judgement, and after three hundred sixty (360) days prior written notice to Denver, that the Aurora Infrastructure is incapable of safely or effectively transporting sewage from the Service Area; or
- (4) Denver's failure to fully perform any one of its covenants under this Agreement within one hundred eighty (180) days after written notice to Denver specifying the covenant or covenants Denver has not performed.
- (5) Cooperation in the Event of Termination. In the event of termination for any reason, the Parties agree to work cooperatively and in good faith to ensure that the public health, safety, and welfare is protected.

6. Representations

(A) Each Party represents:

(1) Duly Elected and Appointed. The respective officers executing this Agreement have been duly elected or appointed.

(2) No Legal Actions. There are no pending legal actions, administrative or other proceedings, or threatened or unsettled claims currently existing against which in any way relate to or which could in any way affect the contemplated use of the Aurora Infrastructure

(3) No Unauthorized Taps. There are no known unauthorized sanitary sewer taps or violations or defaults in either Party's respective contracts with Metro, and all tap fees have been timely paid, with respect to properties which may now or in the future utilize the Aurora Infrastructure for transportation of sewage.

(4) Compliance with Laws. To the best knowledge and belief of its respective officers, each Party is in full compliance with all laws, rules, and regulations which may be applicable to its existence and operations.

(5) Binding Obligations of the Parties. The Parties represent that acceptance of this

Agreement and the performance of its obligations hereunder, have been duly authorized, executed, and delivered and constitute a valid and legally binding obligation, enforceable against each Party in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(6) **Defects.** Neither Party is aware of any apparent, hidden or latent defects in any of its sewer lines, facilities, properties or property interests which in any way relate to or which could in any way affect the contemplated use of the Aurora Infrastructure.

7. Miscellaneous

(A) **Best Efforts.** Denver and Aurora agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes, and to meet the needs of the public and effect an orderly provision of service and the prompt and expeditious payment of fees and charges.

(B) **Entire Agreement.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

(C) **No Third-Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Denver and Aurora; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of Denver and Aurora that any person other than Denver or Aurora receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(D) **Counterparts of this Agreement.** This Agreement shall be executed in four (4) counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same instrument.

(E) **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of the Agreement.

(F) **Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

(G) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, as applicable, and the Charter and City Code of the City of Aurora, as applicable, without

regard to any rule regarding choice of law.

(H) Waiver. No waiver by either of the Parties to this Agreement of any covenant, term, condition or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition or agreement; nor shall a waiver of any breach thereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Agreement.

(I) Approvals and Effective Date. By their execution of this Agreement below, the undersigned represent that this Agreement has received the necessary authorization by the City Council of Aurora and by the City Council of Denver by Such resolutions or ordinances as by their organic laws are required; and such Council have authorized the execution of this Agreement by the persons named and whose signatures appear below. As used herein, the "Effective Date" shall mean the date printed on the signature page for Denver.

(J) Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 p.m. on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to Denver, to: Office of the Mayor
 350 City and County Building
 1437 Bannock Street
 Denver, CO 80202-5375

with a copy to: Deputy Manager of Public Works
 Wastewater Management Division
 2000 West Third Avenue
 Denver, CO 80223

with a copy to: Denver City Attorney's Office
 201 West Colfax Avenue, Department 1207
 Denver, CO 80202

If Aurora, to: City of Aurora
 15151 E. Alameda Parkway, Suite 5300
 Aurora, CO 80012
 Attn: City Attorney

with a copy to: City of Aurora
 15151 E. Alameda Parkway, Suite 3600
 Aurora, CO 80012
 Attn: General Manager, Aurora Water

or to such other address or such other person as either Party shall designate to the other for such purpose in the manner hereinabove set forth.

(K) Appropriations. The obligations of Denver under this Agreement or any renewal shall extend only to monies appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Parties acknowledge that (i) they do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties, beyond the scope of this Agreement.

(L) Sole Obligation of Aurora's Utility Enterprise. Obligations in this Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and Ordinances of the City of Aurora. In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Denver shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Waste Water Enterprise Fund, as the terms are defined in Aurora City Ordinance No. 2016-26, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

(M) Signatures. The Parties may execute this Agreement using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, AdobeSign, SignNow or other e-signature), and the same shall be deemed as a true and correct original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

[Signature pages follow.]

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best

Ian J Best (Oct 26, 2022 13:25 MDT)

Ian Best, Assistant City Attorney

Oct 26, 2022

Date

22034674

ACS #

State of Colorado)

) ss

County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____

Notary Public

My commission expires: _____

(Seal)

[PLACEHOLDER FOR DENVER SIGNATURE PAGE]

Exhibit A
Area Map



March 6, 2023

Sarah Young, PE
Aurora Water Deputy Director - Planning & Engineering
City of Aurora
15151 E. Alameda Pkwy
Aurora, CO 80012

Re: Revision to Estimated Timing of Lift Station #13 (Gateway) Improvements

Ms. Young,

In August 2018, the City and County of Denver (Denver) and the City of Aurora (Aurora) entered into an Intergovernmental Agreement (IGA), which allowed Aurora continued use of Denver's East 56th Avenue Sanitary Interceptor and added the ability to use capacity at Denver's Sanitary Lift Station #13 (also referred to as the Gateway Lift Station).

The long-term, regional solution for Denver and Aurora's sanitary tributary to Lift Station #13 is to disconnect the station and send flow via gravity along the Second Creek Interceptor. Metro Water Recovery's Second Creek Interceptor project is anticipated to be completed in December of 2023, at which point the station will be taken off-line.

The original agreement included a schedule of improvements that Aurora would construct if redevelopment pressures required increased station capacity. This schedule of improvements was revised via an Amendment to the 2018 IGA in January 2022. To date, Aurora has completed Phases 1, 2, and 2b. Denver acknowledges the limited remaining lifespan of the station, as well as the significant cost implications if Phases 3 and 4 were to be implemented. Denver agrees to defer implementation of the estimated timing of Phases 3 and 4 to the following: Begin implementing phase when metered flows are at 65% (originally 50% in the amendment) of previous phase capacity. Denver and Aurora will continue to meet quarterly to discuss both lift station capacity and tributary sanitary flows.

Sincerely,

James G. Potter
City Engineer
City & County of Denver, Department of Transportation & Infrastructure
Project Delivery Administration

Attachments

CC: M. Medellin, D. Jula, C. Hart, J. Williams

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 West Colfax Avenue; Dept 608 | Denver, CO 80202
www.denvergov.org/dotj
Phone: 720.865.8630 | Fax: 720.865.8795

**FIRST AMENDMENT
to
INTERGOVERNMENTAL AGREEMENT**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“Amendment”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”), and the **CITY OF AURORA, COLORADO**, a Colorado municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“Aurora”).

RECITALS

A. Denver and Aurora entered into that certain Intergovernmental Agreement, dated August 7, 2018 (the “Agreement”), concerning the provision of sanitary sewer service on the terms and conditions set forth and described therein.

B. The Parties have determined that the peak capacity of the GWLS (as defined in the Agreement) is less than anticipated and therefore wish to amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Denver and Aurora each hereby promise and agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

2. Acknowledgements Concerning Transfer of Tower Road Line. The Parties hereby acknowledge that (1) ownership and control of the Tower Road Line has been transferred from DEN to Denver as contemplated in the Agreement, (2) the License for Use of Sewer Line Capacity, dated November 1, 2018, between DEN and Aurora has been terminated, (3) the condition described in Section 3(A) of the Agreement regarding the transfer of the Tower Road Line has been satisfied, and (4) the terms and conditions regarding Aurora’s use of the Tower Road Line shall be governed by the Agreement, as amended by this Amendment.

3. GWLS Capacity. The last sentence of Section 1(A) of the Agreement is hereby amended to read as follows:

Any additional GWLS capacity resulting from Phased Improvements constructed by Aurora will be available for Aurora use as long as within limits as set forth in Section 3B and as long as Denver continues to have the GWLS capacity available to convey all Denver developed flows up to the maximum existing capacity of 2.88 million gallons per day (MGD).

4. Disconnection Date. Section 1(E) of the Agreement is hereby amended to read as follows:

Aurora shall use its best efforts to develop sanitary sewer conveyance infrastructure, and disconnect fully from the Denver Infrastructure on or before August 7, 2025.

5. Maximum Flow Rate. Section 3(B) of the Agreement is hereby amended to read as follows:

Provide for the transportation of all sanitary sewage generated or arising from within the Service Area from the point of the Interconnections with the Denver Infrastructure to the point of connection to the lines and facilities of Metro Sewer up to a maximum of the lesser of (i) 1.4 million gallons per day average (1.4 MGD), or (ii) four (4) million gallons per day peak (4 MGD). For example, if the average flow is 1.2 MGD and the peak day flow is 4 MGD, the maximum will have been reached. Aurora's exceeding the maximum flow rate shall be considered a material breach of this Agreement entitling Denver to any and all remedies therefor at law or in equity, including without limitation, the restriction on further connections by Aurora as provided for under Section 3(C) below.

6. Term. The first sentence of Section 5(A) of the Agreement is hereby amended to read as follows:

The term of this Agreement ("Term") shall be for seven (7) years beginning as of August 7, 2018 and expiring on August 7, 2025.

7. Substitution of Exhibit B. Exhibit B to the Agreement is hereby superseded and replaced by Exhibit B-1 attached to this Amendment for all purposes from and after the Effective Date of this Amendment.

8. Ratification. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

9. Effectiveness. This Amendment will not be effective or binding on Denver until it has been fully executed by all required signatories of the City and County of Denver, and if


required by Charter, approved by the City Council. As used herein, the “Effective Date” shall mean the date set forth on Denver’s signature page to this Amendment.

10. Execution. This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same Amendment. Each Party hereby consents to the use of electronic signatures by the other Party. This Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of the Amendment solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]


Contract Control Number: DOTI-202159224-01[201842244-01]
Contractor Name: CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 2/21/2022

SEAL DocuSigned by:


CITY AND COUNTY OF DENVER:

ATTEST:

By: DocuSigned by:

63CED403500445C...
Mayor
Michael B. Hancock

DocuSigned by:

404005D0DD06400...
Clerk and Recorder/Public Trustee
Paul López

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By: DocuSigned by:

E0025D0FF00A400...
Assistant City Attorney
John G. McGrath

By: DocuSigned by:

0750007070F0401...
Chief Financial Officer
Brendan J Hanlon


By: DocuSigned by:

0209594F0B7045D...
Auditor
Timothy M. O'Brien

Exhibit B-1: GWLS Improvements

Phase	Action	Estimated Timing	Gateway LS Peak Conveyance Capacity	Approx. Capital Cost**
1	Initial Improvements: Install flow meter and provide level sensor.	Prior to Gateway Lift Station connection	2.88 mgd	\$20k
2	Install 3 rd Forcemain Connection point	3 Q 2018 or 2019	2.88 mgd	\$100k
2b	Upsizing the 6" flow meter to a 12" flow meter	Q2-Q3 2021	3.51 mgd	\$75k
3	Build 3 rd Parallel Gateway Force Main (3700 LF, 16" dia.)	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~4.20 mgd	~\$2M
4	Add Pumping Capacity to Gateway LS	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~7.2 mgd	~\$1.6M

Intergovernmental Agreement

This Intergovernmental Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“Aurora”), and the City and County of Denver, a home rule city and municipal corporation of the State of Colorado (“Denver”). Aurora and Denver shall be referred to herein as “Party,” and collectively as “Parties.”

Witnesseth

WHEREAS, the Parties are municipal corporations empowered by the Colorado Constitution, C.R.S. § 29-1-201, and in the case of Denver, the Charter of the City and County of Denver, and in the case of Aurora, the Aurora City Charter, to enter into and perform cooperative intergovernmental agreements; and

WHEREAS, Aurora, acting by and through its Utility Enterprise, provides domestic water and sanitary sewer service to property located within the corporate boundaries of Aurora; and

WHEREAS, Aurora and Denver have each entered into separate service contracts and other agreements with the Metropolitan Wastewater Reclamation District (“Metro Sewer”) relating to the provision of sewer service within their respective municipal boundaries; and

WHEREAS, Denver and Aurora are parties to that certain Agreement, dated April 7, 1998, as amended by the Amendment to Agreement, dated November 13, 2007 (“Original IGA”), whereby Denver agreed to allow Aurora to establish and maintain a connection to certain sewer facilities owned and maintained by Denver for Aurora to provide sewer service to its customers located within the areas specified in the Original IGA (“Original Service Area”);

WHEREAS, Aurora has requested a temporary extension of transmission capacity in the sanitary sewer lines operated by Denver to include flows from certain properties located within the corporate boundaries of Aurora (“Service Area”) as more particularly shown on Exhibit A attached hereto (“Area Map”); and

WHEREAS, Denver owns and maintains the sewer lift station known as the Gateway Lift Station (“GWLS”) as shown on the Area Map; and

WHEREAS, the GWLS discharges into the Tower Road Interceptor (as shown on the Area Map) (“Tower Road Line”), which is currently a private line that is owned and maintained by the Denver International Airport (“DEN”); and

WHEREAS, Denver and DEN are currently discussing a possible transfer of the Tower Road Line from DEN to Denver, and Denver currently anticipates that it will take ownership of the Tower Road Line sometime during the second quarter of 2018; and

WHEREAS, Denver is willing to provide flow capacity in their sewer infrastructure from and at the interconnections located at (a) the GWLS (subject to Denver's acquisition of the Tower Road Line) and (b) the intersection of 56th Avenue and Dunkirk Street to Denver's existing sanitary sewer line in 56th Avenue for flows generated from the Service Area in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows, to wit:

1. Purpose of Agreement and General Obligations of the Parties.

The purpose of this Agreement is to set forth the procedures by which Denver will provide a certain, limited amount of capacity in their sewer infrastructure, into which Aurora may discharge sewage flows generated from the Service Area, subject to the terms and limitations contained in this Agreement. The Parties each hereby acknowledge and agree that the Original IGA has expired and is no further force and effect. The Parties agree to cooperate in good faith for the purpose of assuring continuity of sewer service for Aurora to provide service to the Service Area, and providing for the administration and maintenance of the facilities needed to provide such conveyance of waste water flows. The infrastructure ("Denver Infrastructure") is more particularly described as follows:

As shown on the Area Map:

1. The Denver sewer main located in East 56th Avenue at approximately Dunkirk Street; and
2. The GWLS; and
3. The sewer line currently owned by DEN located in Tower Road from the GWLS to 56th Avenue.

(A) Denver does hereby grant to Aurora two (2) temporary connections to the Denver Infrastructure at (1) an agreed upon location near the GWLS (subject to Denver's acquisition of the Tower Road Line) ("GWLS Interconnection"), and (2) the existing connection at the intersection of 56th Avenue and Dunkirk Street ("Existing Connection" and referred to herein together with the GWLS Interconnection as the "Interconnections"). Aurora shall be responsible for all costs associated with the installation and use of the Interconnections and related facilities, including, without limitation, any necessary upgrades or improvements to the GWLS as may be needed to provide for the use contemplated herein by Aurora at the capacity levels shown on Exhibit B. The improvements currently known to be needed at the GWLS and to be provided by Aurora include the improvements and related work to be completed on phased basis as identified and described on Exhibit B attached hereto ("Phased Improvements"). The Phased Improvements shall be made by Aurora in accordance with the schedule of milestones set forth in Exhibit B. All Phased Improvements shall be subject to the prior review and approval of the Denver Manager of Public Works, including approvals through the Public Works Development Engineer Services

Sanitary and Storm Plan Review (SSPR) process, and in compliance with all applicable laws, codes, permits, technical specifications and standards maintained by the Denver Department of Public Works. Any and all Phased Improvements shall require payment and performance bonds for the full value of the work to be performed or other security consistent with normal procedures imposed by the Denver Manager of Public Works for similar projects. Aurora, or its general contractor, shall provide the construction warranties typically required by Denver for public infrastructure projects completed by third parties with respect to all portions of the Phased Improvements, and shall otherwise comply with all requirements under the SSPR process and other standard construction terms and conditions typically required by Denver. During the duration of any part of the Phased Improvements by Aurora during the Term of this Agreement, Aurora shall be responsible for the regular operation of the GWLS, and shall take steps necessary to ensure the continued functioning, use and availability of the GWLS at all times. Any additional GWLS capacity resulting from Phased Improvements constructed by Aurora will be available for Aurora use as long as within limits as set forth in Section 3B and as long as Denver continues to have the GWLS capacity available to convey all Denver developed flows up to the maximum existing capacity of 4.2 million gallons per day (MGD).

(B) During the Term of this Agreement, Denver agrees to furnish sewer capacity at the Interconnections to Aurora for the Service Area as needed by Aurora for all uses for which Denver has provisional rights, up to the maximum flow rate allowed in Section 3(B) below. Aurora may use the Interconnections and any other rights provided for herein only for the purpose of providing sanitary sewer service to the Service Area and for no other purposes or properties.

(C) The Metro Sewer flow meter at 56th Avenue and Dunkirk Street and the new Metro Sewer flow meter at approximately 66th Avenue and Dunkirk Street (“Metro Flow Meters”) will be used for flow measurement, flow triggers, and remaining capacity validation; provided that, if the Metro Flow Meters are not adequate or available to accurately measure, and provide the necessary information as determined by Denver in its sole discretion, Aurora shall cause any necessary new or additional meter(s) or other equipment to be installed and utilized and Aurora shall be responsible for the cost of such equipment and installation. The Parties shall provide for Metro Sewer to furnish the necessary information from the Metro Flow Meters directly to each Party on a regular basis.

(D) The Parties agree to meet biannually during the Term of this Agreement to review area development plans, the capacity of the Denver Infrastructure, and the status of Aurora’s plans for future conveyance of sanitary sewer service and related infrastructure plans.

(E) Aurora shall use its best efforts to develop sanitary sewer conveyance infrastructure, and disconnect fully from the Denver Infrastructure on or before that date which is seven (7) years after the Effective Date of this Agreement.

2. Responsibilities of Aurora. Aurora shall:

(A) Be responsible for the operation, maintenance, repair, and replacement of all Aurora sanitary sewer facilities within the Service Area and be responsible for all aspects of managing

customer services and billings to and for all customers receiving services through the Denver Infrastructure.

(B) Schedule and attend biannual meetings with Denver to review development progress and flow projections tributary to the Interconnections.

(C) Remain directly responsible to Metro Sewer for the collection and payment of all Metro Sewer fees pursuant to Aurora's service contract with Metro Sewer.

(D) When applicable, the industrial waste surcharge as calculated in accordance with the formula set forth in Section 56-94 of the Denver Revised Municipal Code, shall be paid in addition to all other amounts payable hereunder.

(E) During the Term of this Agreement, Aurora shall pay Denver for flows from the Service Area going into the Denver Infrastructure at the Interconnection at seventy-five percent (75%) of the rate charged to Denver's internal customers for waste water service (the portion of the rate charged to cover the costs to Metro Sewer have been excluded as these charges shall be paid directly to Metro Sewer by Aurora). Notwithstanding any term or provision of this Agreement to the contrary, in the event that Aurora has not, for any reason, fully disconnected from the Denver Infrastructure on or before the date specified in Section 1(E) above, in addition to any and all other rights and remedies available to Denver for such failure, the rate charged to Aurora from and after that date shall be equal to one-hundred percent (100%) of the rate charged to Denver's internal customers for waste water service (not including the amount that will continue to be separately payable hereunder by Aurora to Metro Sewer).

(F) Complete all Phased Improvements as required to comply with and complete all related planning, design, and construction milestones set forth in Exhibit B.

(G) Allow properties within the jurisdictional boundaries of Denver to be connected to the Second Creek Interceptor Segment 1E located downstream of the Metro Sewer flow meter as shown on Exhibit A.

(H) Binding Obligations of Aurora. Aurora represents that its acceptance of this Agreement and the performance of its obligations hereunder, have been duly authorized, executed, and delivered by Aurora and constitute a valid and legally binding obligation of Aurora, enforceable against Aurora in accordance with the terms hereof, subject only to the terms hereof and to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

3. Obligations of Denver. Denver shall:

(A) Subject to the limitations contained in Section 3(B), Denver shall permit Aurora to connect its sanitary sewer facilities, pursuant to the terms and conditions of this Agreement, to the Denver Infrastructure as allowed in Section 1(A) above. Notwithstanding any term or provision of this Agreement to the contrary, all obligations of Denver relating to the GWLS and the GWLS Interconnection shall be subject to the completion of the transfer and acceptance of the Tower

Road Line from DEN to Denver without regard to the reason for any failure of such a transfer to occur. Until the transfer is complete, the Parties shall proceed with this Agreement as to the Existing Interconnection only with the provisions relating to the GWLS Interconnection to take effect upon the transfer of the Tower Road Line to Denver. Denver shall advise Aurora from time to time as to the status of the transfer.

(B) Provide for the transportation of all sanitary sewage generated or arising from within the Service Area from the point of the Interconnections with the Denver Infrastructure to the point of connection to the lines and facilities of Metro Sewer up to a maximum of the lesser of (i) two (2) million gallons per day average (2 MGD), or (ii) five (5) million gallons per day peak (5 MGD). For example, if the average flow is 1.5 MGD and the peak day flow is 5 MGD, the maximum will have been reached. Aurora's exceeding the maximum flow rate shall be considered a material breach of this Agreement entitling Denver to any and all remedies therefor at law or in equity, including without limitation, the restriction on further connections by Aurora as provided for under Section 3(C) below.

(C) The DRMC prohibits any contract or agreement from impairing the ability of Denver properly to carry and treat the sanitary sewage furnished within Denver. Accordingly, in addition to any and all other remedies available to Denver, in the event of a breach by Aurora under this Agreement, upon receipt of notice from Denver, Aurora will immediately cease allowing any additional connections to be made within its municipal boundaries that will utilize any portion of the Denver Infrastructure.

(D) Provide for the ordinary maintenance of the Denver Infrastructure, including, if requested by Aurora and agreed to by Denver, permitting Aurora to provide assistance in responding to any emergency maintenance situations at or concerning the GWLS. In the event of any such assistance by Aurora, Denver shall reimburse Aurora for any direct third-party costs incurred by Aurora in providing such emergency work; provided that Denver receives a prior written cost estimate and supporting information.

4. Inspections

Denver, including such designees or invitees as it deems appropriate, shall have the right, but not the obligation, to inspect all Aurora property which Denver asserts may have any relevance to Aurora's connection to and use of the Sewer Infrastructure, including but not limited to, all lines, related facilities, videos, photographs, and other representations or information regarding such lines and facilities, audits, and other financial statements, as well as all books and records, including Aurora meeting minutes. Aurora, at Denver's expense, shall make all such matters available for inspection and copying at reasonable times and locations.

5. Term and Termination

(A) **Term.** The term of this Agreement ("Term") shall be for seven (7) years from the Effective Date of this Agreement. Denver may unilaterally terminate this Agreement upon the happening of any one of the following events:

- (1) Aurora's failure to timely and fully pay any fee or charge or other monetary obligation required to be paid by Aurora under this Agreement within sixty (60) days after written notice of nonpayment is given by Denver; or
- (2) The capacity limits set forth in Section 3(B) above are exceeded; or
- (3) After three hundred and sixty (360) days' written notice to Aurora from Denver that Denver has determined that the Sewer Infrastructure is incapable of safely or effectively transporting the sewage from the Service Area and Denver according to standards of ordinary and customary engineering judgement; or
- (4) Aurora's failure to fully perform any one or more of its other covenants under this Agreement within one hundred eighty (180) days after written notice to Aurora specifying the covenant or covenants Aurora has not performed.

(B) Cooperation in the Event of Termination. In the event of termination for any reason, the Parties agree to work cooperatively and in good faith to insure that the public health, welfare and safety is protected.

6. Representations

(A) Representations of Aurora. Aurora represents to Denver:

(1) Duly Elected and Appointed. The City Council of Aurora and the officers executing this Agreement have been duly elected or appointed.

(2) No Legal Actions. There are no pending legal actions, administrative or other proceedings, or threatened or unsettled claims currently existing against Aurora which in any way relate to or which could in any way affect the proposed use of the Sewer Infrastructure

(3) No Unauthorized Taps. There are no known unauthorized sanitary sewer taps or violations or defaults in its contracts with Metro Sewer, and all tap fees have been timely paid, with respect to properties which may now or in the future utilize the Sewer Infrastructure for transportation of sewage.

(4) Compliance with Laws. To the best knowledge and belief of Aurora and its officers, Aurora is in full compliance with all laws, rules, and regulations which may be applicable to its existence and operations.

(5) Authority. Aurora has the authority to enter into this Agreement with Denver, and the undersigned have authority to execute this Agreement on behalf of Aurora.

(6) Defects. Aurora is unaware of any apparent, hidden or latent defects in any of its sewer lines, facilities, properties or property interests which in any way relate to or which could in any way affect the proposed use of the Sewer Infrastructure.

(B) Representations of Denver. Denver represents to Aurora:

(1) No Legal Actions. There are no pending legal actions, administrative or other proceedings, or threatened or unsettled claims currently existing against Denver which in way relate to or which could in any way affect the proposed use of the Sewer Infrastructure.

(2) Authority. The undersigned have authority to execute this Agreement on behalf of Denver.

7. Miscellaneous

(A) Best Efforts. Denver and Aurora agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes, and to meet the needs of the public and effect an orderly provision of service and the prompt and expeditious payment of fees and charges.

(B) Entire Agreement. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

(C) No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Denver and Aurora; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such agreements. It is the express intention of Denver and Aurora that any person other than Denver or Aurora receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

(D) Counterparts of this Agreement. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall constitute one and the same instrument.

(E) Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of the Agreement.

(F) Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

(G) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, as applicable, and the Charter and City Code of the City of Aurora, as applicable, without regard to any rule regarding choice of law.

(H) Waiver. No waiver by either of the Parties to this Agreement of any covenant, term, condition or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition or agreement; nor shall a waiver of any breach thereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Agreement.

(I) Approvals and Effective Date. By their execution of this Agreement below, the undersigned represent that this Agreement has received the necessary authorization by the City Council of Aurora and by the City Council of Denver by Such resolutions or ordinances as by their organic laws are required; and such Council have authorized the execution of this Agreement by the persons named and whose signatures appear below. As used herein, the "Effective Date" shall mean the date printed on the signature page for Denver.

(J) Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows:

If to Denver, to:	Office of the Mayor 350 City and County Building 1437 Bannock Street Denver, CO 80202-5375
with a copy to:	Deputy Manager of Public Works Wastewater Management Division 2000 West Third Avenue Denver, CO 80223
with a copy to:	Denver City Attorney's Office 201 West Colfax Avenue, Department 1207 Denver, CO 80202
If Aurora, to:	City of Aurora 15151 E. Alameda Parkway, Suite 5300 Aurora, CO 80012 Attn: City Attorney
with a copy to:	City of Aurora 15151 E. Alameda Parkway, Suite 3600 Aurora, CO 80012 Attn: Director, Aurora Water

or to such other address or such other person as either Party shall designate to the other for such purpose in the manner hereinabove set forth.

(K) Appropriations. The obligations of Denver under this Agreement or any renewal shall extend only to monies appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The Parties acknowledge that (i) they do not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Parties, beyond the scope of this Agreement.

(L) Sole Obligation of the Utility Enterprise. Obligations in this Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and Ordinances of the City of Aurora. In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Denver shall have no recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Waste Water Enterprise Fund, as the terms are defined in Aurora City Ordinance No. 2016-26, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

By _____
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

APPROVED AS TO FORM:

Attorney for the
City and County of Denver

By _____
Assistant City Attorney

By: _____
Mayor

RECOMMENDED AND APPROVED:

By: _____
Manager of Public Works

By: _____
Deputy Manager of Public Works
Wastewater Management Division

REGISTERED AND COUNTERSIGNED:

By _____
Auditor
Contract Control No.

CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE

Stephen D. Hogan, Mayor

Date

ATTEST:

Linda S. Blackston, City Clerk

Date

APPROVED AS TO FORM FOR AURORA:

Christine McKenney
Senior Assistant City Attorney

Date

ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(SEAL)

Exhibit A: Area Map

Exhibit B: Phased Improvements

Contract Control Number: PWADM-201842244-00

Contractor Name: City of Aurora

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of August 07, 2018.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By John G McGrath
John G McGrath, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan Hanlon
Brendan Hanlon, CFO of Finance

By Valerie G Walling
Valerie G Walling, Deputy Auditor



Exhibit A: Area Map

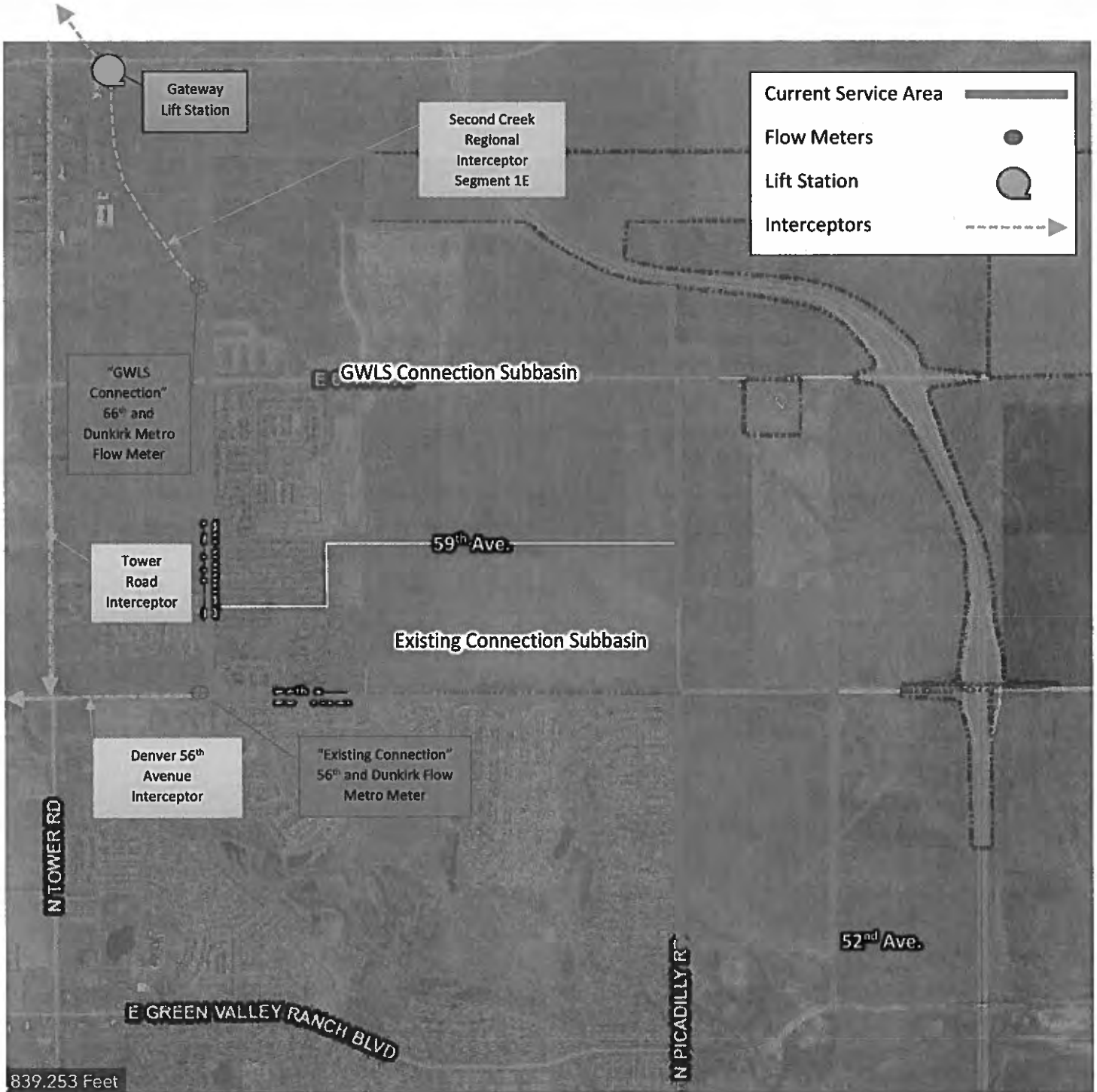
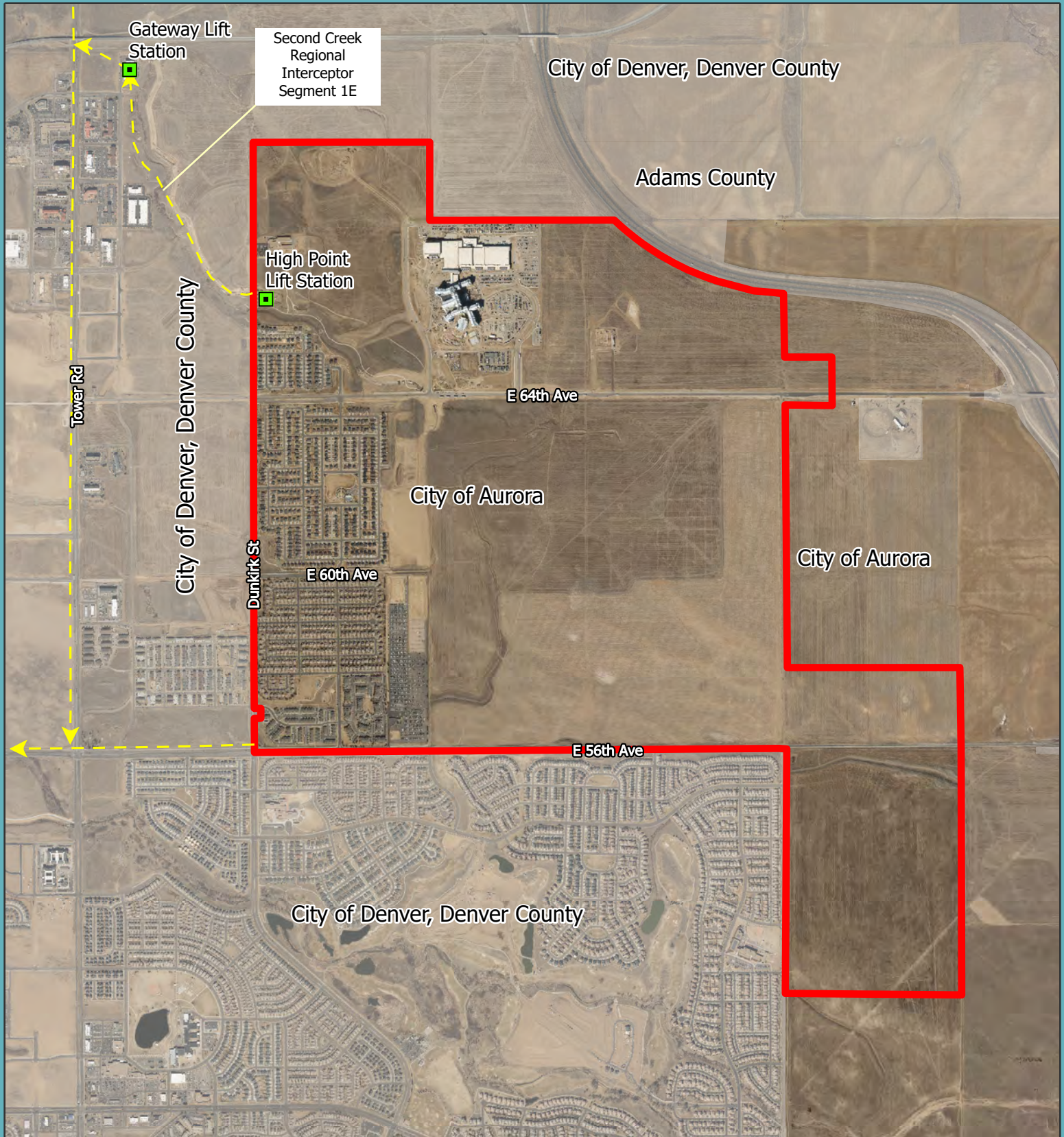


Exhibit B: GWLS Improvements

Phase	Action	Estimated Timing	Gateway LS Peak Conveyance Capacity	Approx. Capital Cost**
1	Initial Improvements: Install flow meter and provide level sensor.	Prior to Gateway Lift Station connection	4.2 mgd	\$20k
2	Install 3 rd Forcemain Connection point	3 Q 2018 or 2019	4.2 mgd	\$100k
3	Build 3 rd Parallel Gateway Force Main (3700 LF, 16" dia.)	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~5.9 mgd	~\$2M
4	Add Pumping Capacity to Gateway LS	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~7.2 mgd	~\$1.6M



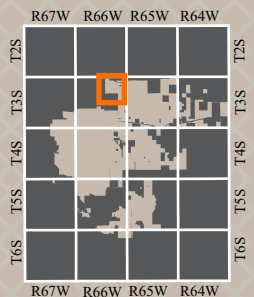
First Amendment to 2018 IGA Associated Facilities Location Map

Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org



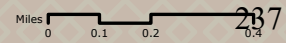
August 26, 2021
Aurora is Worth Discovering!



Legend

- Lift Stations
- Existing Interceptors
- Approximate Limits of High Point Lift Station Basin
- Outside City of Aurora

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



AWARDS \$50,000.00 - \$2,000,000.00 subject to call-up and not based on lowest dollar basis (usually awards where qualifications rather than price dominate the process):

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<p>GARNEY COMPANIES, INC.</p> <p>LITTLETON, CO</p> <p>Dept: Aurora Water</p>	<p>Award an openly solicited contract to Garney Companies, Inc. to provide Construction Manager/ General Contractor (CM/GC) pre-construction services for completing the Lift/Pump Stations Miscellaneous Improvements Project for the High Pointe, Senac and Murphy Creek Lift Stations and the Aurora Reservoir Pump Station. The CM/GC services were solicited under a formal competitive Request for Proposal (RFP) process, and three (3) proposals were received. The proposals were evaluated based on the following criteria contained in the RFP:</p> <ol style="list-style-type: none"> 1. Preconstruction Services & Associated Cost Criteria; 2. Proposed Project Team and Project Management Approach; 3. Self-Performed Work and Proposed Sub Contractors; and 4. Quality/Completeness of Proposal. <p>The construction for the overall project will be completed under a CM/GC project delivery method consisting of two phases. The first phase consists of providing pre-construction services for completing a constructability and value engineering analysis, obtaining building department reviews and required permitting, developing work packages specifications and associated cost estimates, and establishing an overall project schedule. The second phase of services for completing the construction work will be accomplished through the award of Guaranteed Maximum Price (GMP) proposals that will be established for each work package developed under the first phase of the pre-construction services. There are three to four work packages anticipated for the overall project with an estimated total value of \$6.5 to \$9.1 million for the project. When each GMP for a work package is established, it will be brought forward to City Council for approval.</p> <p>Pursuant to the above, a final detailed scope of work, preliminary schedule and price proposal in the not-to-exceed amount of \$68,240.00 were negotiated with Garney Companies, Inc. for providing the required pre-construction first phase of services. Based on staff's detailed review and comparison of the cost criteria submitted by all the firms responding to the RFP, the price proposal from Garney Companies, Inc. for providing the proposed services is considered to be fair and reasonable. The cost criteria evaluation included an analysis of each firm's pre-construction services price proposal based on the following: Contractor's fee for overhead and profit associated with self-performed work and sub-contractor performed work; Project team's fully burdened labor rates; and Proposed equipment rates.</p> <p><i>This award is the result of an open solicitation where the City received at least 3 offers, and technical qualifications were used as part of the evaluation criteria along with the price.</i></p> <p>2-672-(a), (3), (a) (2)</p>	<p>\$68,240.00</p>	<p>R-5448A</p> <p>Garney Companies, Inc.</p> <p>M.A. Mortenson Company</p> <p>Western Summit Constructors, Inc.</p>

Improvements Project. STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water

- e. Consideration to AMEND AN OPENLY SOLICITED CONTRACT to Garney Companies, Inc., Littleton, Colorado in the amount of \$672,398.00 for the award of the Pump & Lift Stations Improvements Work Package No. 1 Project, Project Number 5448A. **(Staff Requests a Waiver of Reconsideration)** STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water
- f. Consideration to AWARD CHANGE ORDER #1 to the Development and Construction Management Agreement - Fitzsimons Village Hotel, Conference Center and Parking Structure with Corporex for the construction of the Conference Center and Parking Garage at Fitz Village in order to add additional work. STAFF SOURCE: Mike Shannon, Debt & Treasury Manager, Finance

Mike Hyman, City Attorney, explained the idea of a sole source contract is that it was determined through extensive research that there were no other companies able to perform the contract.

Motion by Cleland, second by Roth, to approve items 9a – 9f, with a waiver of reconsideration on item 9e.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Pierce, Roth

Final Ordinances

- ◆ g. **2015-47**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2016, and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ h. **2015-48**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending the City Code of the City of Aurora, Colorado, by the addition of a New Section 2-596 establishing procedures for complying with the Colorado constitution emergency reserve requirements. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ i. **2015-49**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2016, and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ j. **2015-50**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2016 and ending December 31, 2016. STAFF SOURCE: Greg Hays, Budget Manager, Finance
- ◆ k. **2015-52**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, amending Chapter 2 of the City Code of the City of Aurora, Colorado, by the addition of a New Section 2-432, increasing the number of commanders in the Aurora Police Department from four (4) to five (5). STAFF SOURCE: Paul O'Keefe, Deputy Police Chief, Police

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Waiver of Reconsideration) STAFF SOURCE: Thomas McMinimee, Street Operations Manager, Public Works

- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Wagner Equipment Company, Aurora, Colorado, in the amount of \$67,224.82 to cover the cost of parts and labor for a complete transmission rebuild on a 2004 Caterpillar Motor Grader. **(Staff Requests Waiver of Reconsideration)** STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- j. Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of \$220,000.00 for OEM repair parts on an as needed basis for the City's heavy duty International trucks from August 1, 2016, through July 31, 2017. STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- k. Consideration to AWARD A SOLE SOURCE CONTRACT to Emergency One, Inc., Ocala, Florida in the not-to-exceed amount of \$90,000.00 for repair parts on an as needed basis for the City's Emergency One fire trucks from September 1, 2016, through August 31, 2017. STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- l. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with Factory Motor Parts, Aurora, Colorado in the not-to-exceed amount of \$80,000.00 to purchase AC Delco parts as required from September 1, 2016, through August 31, 2017. (B-4074) STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services
- m. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Heavy Civil, Inc., Denver, Colorado in the amount of \$2,829,650.00 for construction of the Rampart Pipeline Phase III Project, Project Number 5518A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- n. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$1,279,403.00 for the award of the Pump & Lift Stations Improvements Work Package No. 2 Project, Project Number 5448A. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- o. Consideration to AWARD A SINGLE SOURCE CONTRACT with Muller Engineering Company, Lakewood, Colorado in the amount of \$58,520.00 for providing consulting services to complete the Montview Park Letter of Map Revision Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- p. Consideration to AMEND A SINGLE SOURCE CONTRACT with Black & Veatch Corporation, Denver, Colorado in the amount of \$309,940.00 for providing construction phase engineering support services for Construction Work Package No.'s 1 & 2 for the Pump Stations Rehabilitation Project. STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water
- q. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Stantec Consulting Services, Inc., Fort Collins, Colorado in the amount of \$382,274.20 for providing final design, bid and construction phase engineer support services for the Channel Aggradation Remediation Phase II Improvements Project, RFP R-1725. STAFF SOURCE: STAFF SOURCE: Steven Fiori, Project Delivery Services Manager, Aurora Water

Motion by Cleland, second by Roth, to approve items 9c – 9q with a waiver of reconsideration on items 9e, 9h and 9i.

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Voting Aye: Mayor Hogan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

Final Ordinances

- ◆ r. **2016-12**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning 12245 East 14th Avenue, City of Aurora, County of Arapahoe, State of Colorado, from PD-MF (Planned Development District, Multi-Family Subarea) to FBAD 1 (Fitzsimons Boundary area District, Subarea 1) and amending the zoning map accordingly (12245 E 14th Ave Rezone) STAFF SOURCE: Stephanie Stevens, Planner II, Planning & Development Services

- ◆ s. **2016-13**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning the Northwest corner of Colfax Avenue and Airport Boulevard, City of Aurora, County of Adams, State of Colorado, from R-A (Residential Agricultural District) to B-4 (Business and Commercial District) and SIR (Sustainable Infill and Redevelopment District) amending the zoning map accordingly. (Trolley Park) STAFF SOURCE: Sarah Wieder, Planner I, Planning & Development Services

Motion by Roth, second by Richardson, to approve items 9r and 9s.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- ◆ t. **2016-14**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in Ordinance Nos. 2014-35, 2015-20, and 2015-64 for the 2015 fiscal year and Ordinance No. 2015-50 for the 2016 fiscal year. STAFF SOURCE: Jackie Ehmann, Budget/Finance Program Manager, Finance

Motion by LeGare, second by Mounier, to approve item 9t.

Council Member Richardson stated this was a supplemental budget ordinance that was esoteric, noting his concerns related to the under-budgeting of the worker's compensation component of the risk fund. He asked staff if money was shifted in the risk fund to bring it down to \$600k.

Greg Hays, Budget Manager, answered affirmatively.

Council Member Richardson asked if the true number was over \$1M. Mr. Hayes answered affirmatively. Council Member Richardson stated putting this into the supplemental ordinance removed the opportunity for Council to question why the City administration underfunded the workers compensation obligation by over \$1M and/or to realize there was a safety concern for City employees. He asked Mr. Hayes how much was budgeted for workers compensation. Mr. Hays estimated \$4M. Council Member Richardson stated his opposition to the item.

Council Member Roth stated this was a one year aberration based on a very small handful of incidences as compared to the previous ten years of history.

Mr. Hays concurred, noting it was a two year aberration where the workers compensation claims jumped up considerably. He pointed out the 2016 budget accounted for that possibility.

Voting Aye: Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Roth

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Council Member Cleland expressed her ongoing concerns related to the Murphy Creek south area and its proximity to the landfill.

Deborah Boyd, Aurora, Colorado, Laredo Highline Neighborhood Association, spoke in opposition to the location of the proposed Bridge House ready-to-work program due to its proximity to area schools.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-p**

General Business

- a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Waste Management of Colorado, Incorporated, Englewood, Colorado in the not-to-exceed amount of \$299,500.00 for landfill services through June 30, 2018. STAFF SOURCE: Thomas Ries, Manager of Water Operations and Maintenance, Aurora Water
- b. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to MEI Precision Elevator, Lakewood, Colorado in the not-to-exceed amount of \$88,500.00 for elevator maintenance services on an as-required basis through June 30, 2018. STAFF SOURCE: Chris Carnahan, Deputy Director of Public Works Operations, Public Works
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Hydro Resources-Rocky Mountain, Inc., Fort Lupton, Colorado in the amount of \$368,955.00 for the North Campus Well Field Rehabilitation Project. Project No. 5583A STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water
- d. Consideration to AWARD A CHANGE ORDER TO THE COMPETITIVELY BID CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$152,032.73 for the Wemlinger Water Purification Facility Treated Water Reservoir Rehabilitation, Project No. 5556A. STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water
- e. Consideration to AWARD A SINGLE SOURCE CONTRACT to Carollo Engineers, Inc., Broomfield, Colorado in the amount of \$863,372.00 for final design and construction phase support services associated with the 2nd Creek Regional Interceptor Segment 1E and related infrastructure design. **(Staff requests a Waiver of Reconsideration)** STAFF SOURCE: Sarah Young, Water Planning Service Manager, Aurora Water
- f. Consideration to AWARD A SINGLE SOURCE CONTRACT to Stantec Consulting, Inc., Fort Collins, Colorado in the amount of \$400,634.00 for design and construction phase support services associated with the 2nd Creek Regional Lift Station. **(Staff requests a Waiver of Reconsideration)** STAFF SOURCE: Sarah Young, Water Planning Service Manager, Aurora Water
- g. Consideration to AWARD A SOLE SOURCE CONTRACT to Infor Public Sector, Inc. Alpharetta, Georgia in the amount of \$142,761.52 for annual maintenance on the Water asset management software system through July 2018. STAFF SOURCE: Sarah Young, Water Planning Service Manager, Aurora Water
- h. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Carollo Engineers, Inc., Broomfield, Colorado in the amount of \$2,542,814.00 for providing professional

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engineering services for the final design of the Fitzsimons-Peoria Storm Water Outfall R-1799. STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water

- i. Consideration to AWARD A SOLE SOURCE CONTRACT to GE Intelligent Platforms Inc., Pittsburgh, Pennsylvania in the total amount of \$68,929.88 for annual renewal of software maintenance on the Water SCADA Information Management System through June 2018. STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water

Motion by Bergan, second by Roth, to approve items 9a – 9i with waivers of reconsideration on 9e and 9f.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Pierce, Richardson, Roth

- j. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Mountain High Lawn & Landscape, Castle Rock, Colorado in the amount not-to-exceed \$133,900.00 for median landscape maintenance services for Parks O&M, as required, for the period through March 31, 2018. **(Staff requests a Waiver of Reconsideration)** STAFF SOURCE: John Wesolowski, Manager of Parks & Forestry, Parks, Recreation & Open Space

Council Member Roth noted a bidder withdrew due to an error in their estimate and asked if standard procedures were in place that would restrict using that vendor in the future.

Bryn Fillinger, Purchasing Manager answered no.

Council Member Roth agreed some repercussion for the cost of additional staff time caused by the error should be realized.

Bryn Fillinger, Purchasing Manager concurred

Council Member Roth requested the item be reviewed by the Management & Finance (M&F) committee.

Council Member Bergan asked if each area was itemized in the landscape contract.

John Wesolowski, Manager of Parks & Forestry, Parks, Recreation & Open Space, answered affirmatively.

Council Member Bergan stated it should have been easy to understand what was required on the bid.

Mr. Wesolowski concurred.

Motion by Roth, second by Bergan, to approve item 9j with a waiver of reconsideration.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Pierce, Richardson, Roth

- k. Consideration to AWARD A SOLE SOURCE CONTRACT to Everbridge Inc., Pasadena, California in the amount of \$131,500.00 for annual maintenance and support of the Citizen Emergency Mass Notification System through September 30, 2018. STAFF SOURCE: Aleta Jeffress, Director, Information Technology

Motion by Bergan, second by Roth, to approve item 9k.

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- c. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Carollo Engineers, Inc., Broomfield, Colorado in the amount of \$374,521.00 to provide professional services for a Non-Potable Water Strategic Plan Study, RFP R-1852. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Council Member Bergan asked why the City of Aurora was adopting California regulations for potable reuse water in this regard.

Marshall Brown, Director, Aurora Water, stated the contract did not adopt regulations, noting Colorado did not have regulations on potable reuse so they were using California's regulations as a guideline until Colorado's regulations were in place.

Council Member Bergan referenced the Blue Planet model for evaluating the alternatives and asked if any additional charges would be realized in that regard. Mr. Brown stated costs were not imbedded in the contract, and noted an additional licensing fee would be realized if the City required additional planning. He pointed out that, however, was not anticipated. Council Member Bergan pointed out the engineering company was charging the City labor hours for City staff to compile data for the engineering company.

Mr. Brown explained staff would provide information to Carollo Engineering and Carollo would then sort and consolidate the data, noting hours were built into the contract for that purpose as well as for staff to gain further institutional knowledge.

Motion by Bergan, second by Roth, to approve item 9c.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- d. Consideration to AMEND A SINGLE SOURCE CONTRACT with Carollo Engineers, Inc. Broomfield, Colorado in the amount of \$113,460.00 to add inspection services for the 2nd Creek Interceptor Segment 1E and Related Infrastructure Design Project. STAFF SOURCE: Marshall Brown, Director, Aurora Water
- e. Consideration to AMEND A SINGLE SOURCE CONTRACT with Stantec Consulting, Inc., Fort Collins, Colorado in the amount of \$288,298.00 to add construction phase engineering services for the Second Creek Regional Lift Station Project. **(STAFF REQUESTS A WAIVER OF RECONSIDERATION)** STAFF SOURCE: Marshall Brown, Director, Aurora Water

Motion by Cleland, second by Roth, to approve items 9d and 9e with a waiver of reconsideration on 9e.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- f. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Garney Companies, Inc., Littleton, Colorado in the amount of \$6,964,714.00 for the award of the Pump and Lift Stations Improvements Work Package No. 4 Project, Project Number 5448A. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Council Member Bergan asked staff to speak to how the \$14M capacity expansion would have been originally considered when the subsequent regional study stated it would be obsolete in five years.

Marshall Brown, Director, Aurora Water, did so, noting putting small amounts of sewer flow into large pipes caused problems so localized lift stations were often considered as a

solution. He noted therefore this award would not carry a \$14M cost but rather the \$6.9M for the temporary lift station.

Motion by Bergan, second by LeGare, to approve item 9d.

Voting Aye: Mayor Hogan, Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

Final Ordinances

- ◆ g. **2017-48**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, adopting an operating and capital improvements projects budget for the fiscal year beginning January 1, 2018, and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance
- ◆ h. **2017-49**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, establishing the tax levy on all taxable property within the corporate limits of the City of Aurora, Colorado, for the tax collection year beginning January 1, 2018, and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance
- ◆ i. **2017-50**
Consideration to ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money to defray expenses and liabilities for the fiscal year beginning January 1, 2018 and ending December 31, 2018. STAFF SOURCE: Greg Hays, Budget Officer, Finance

Motion by Roth, second by Richardson, to approve item 9g - 9i.

Voting Aye: Bergan, Berzins, Cleland, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

- ◆ j. **2017-51**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Sections 138-221, 138-223, 138-326, 138-327, 138-396, 138-397, and 146-306 of the City Code of the City of Aurora, Colorado, relating to Water Service Class Definitions, Sewer Rates, Sewer Connection Fees, Sewer Development Fees, Storm Drainage Development Fees, and Storm Drainage Usage Fees. STAFF SOURCE: Jo Ann Giddings, D/D Water Financial Administrator, Aurora Water

Council Member Mounier asked staff to speak to the rationale behind raising the rates and how it would impact affordable housing.

Marshall Brown, Director, Aurora Water, stated water rates were not proposed to be increased, noting there was a proposed increase for sewer and storm water rates that would affect the average customer by 1.9 percent. He pointed out rates were calculated to cover day-to-day operations and connection fees covered the cost of the infrastructure and water supply, noting the cost to the developer to connect were proposed to be increased because the costs have increased. He discussed how the new rating system was based on usage and was therefore more equitable and had a more positive impact on affordable housing.

Motion by Roth, second by LeGare, to approve item 9j.

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Neumann replied, the water is shut off at the tap valve. Council Member LeGare stated, so we would not know if there is a leak. K. Neumann replied, no, we would not know if there was a leak. Council Member LeGare stated, in the agreement, on page 3, number 7, second sentence, the word “current” should be added before “water meter”. C. McKenney replied, that she would take care of it.

Outcome: The Committee supports the Water Meter Installations at Lowry Campus IGA, and forwarded the matter to Study Session for consideration.

Follow-Up Action: The Committee supports the Water Meter Installations at Lowry Campus IGA, and will forward to Study Session for consideration.

4. DENVER SEWER INFRASTRUCTURE LEASING INTERGOVERNMENTAL AGREEMENT (IGA)

Summary of Issue and Discussion: S. Young stated, this purpose of this IGA is to set forth procedures by which Denver will provide a certain, limited amount of capacity in their sewer infrastructure, which Aurora may discharge sewage flows generated from the service area, and providing for the administration and maintenance of the facilities needed to provide such conveyance of waste water flows.

Outcome: The Committee supports the Denver Sewer Infrastructure Leasing IGA, and forwarded the matter to Study Session for consideration.

Follow-Up Action: The Committee supports the Denver Sewer Infrastructure Leasing IGA, and will forward to Study Session for consideration.

5. ROCKY FORD GRAZING LEASE AGREEMENT

Summary of Issue and Discussion: A. Davis stated, this agreement would provide a five (5) year lease for grazing with an optional five (5) year renewal. A grazing plan will be developed that will provide for the improvement and maintenance of the re-vegetated lands that are subject to decree terms and requirements.

Outcome: The Committee supports the Rocky Ford Grazing Lease Agreement, and forwarded the matter to Study Session for consideration.

Follow-Up Action: The Committee supports the Rocky Ford Grazing Lease Agreement, and will forward to Study Session for consideration.

6. PROPOSED FEE CHANGES

Summary of Issue and Discussion: J. Giddings stated, the existing stormwater development fees and the sewer interceptor development fee are based on the size of development, and are charged on a per acre basis at time of land platting. Staff is proposing changing the methodology on stormwater fees to be based more on impervious area. This will allow for a more equitable

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement Between the State of Colorado Department of Transportation (CDOT) and the City of Aurora for Traffic Signal System Equipment Upgrades. STAFF SOURCE: Anna Bunce, Traffic Manager, Public Works

Motion by Roth, second by Gruber, to approve item 11c.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ d. **R2018-55**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement Between the State of Colorado Department of Transportation (CDOT) and the City of Aurora for Travel Time Monitoring System. STAFF SOURCE: Anna Bunce, Traffic Manager, Public Works

Motion by LeGare, second by Roth, to approve item 11d.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ e. **R2018-56**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, Colorado, Acting by and through its Utility Enterprise ("Aurora"), and the State of Colorado, Department of Higher Education, State Board for Community Colleges and Occupational Education for the benefit of the Colorado Community College System ("Board") regarding water meter installation at the Lowry Campus. STAFF SOURCE: Kelley Neumann, Deputy Director Water Planning/Engineering, Aurora Water

Motion by Bergan, second by LeGare, to approve item 11e.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ f. **R2018-57**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Lease between the City of Aurora, Colorado, ("Aurora"), and Valley Resource and Water Management LLC. STAFF SOURCE: Alexandra Davis, Deputy Director/Water Resource, Aurora Water

Motion by Roth, second by Gruber, to approve item 11f.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ g. **R2018-58**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora"), and the City and County of Denver, a Home Rule City and Municipal Corporation of the State of Colorado ("Denver") for wastewater flow capacity. STAFF SOURCE: Sarah Young, Water Planning Services Manager, Aurora Water

- ◆ *The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.*

Motion by Roth, second by Bergan, to approve item 11g.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ h. **R2018-59**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, appointing a new member of the Board of Directors of the Havana Business Improvement District. **(This item also appears on the June 25, 2018 Study Session) (Due to this item being dual listed, the backup is included in item 2e of the Study Session Packet.)** STAFF SOURCE: Chad Argentar, Planning Supervisor, Planning & Development Services

Motion by Richardson, second by Gruber, to approve item 11h.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

12. **ORDINANCES FOR INTRODUCTION**

- ◆ a. **2018-24**
Consideration of AN ORDINANCE FOR INTRODUCTION to of the City Council of the City of Aurora, Colorado, submitting to a vote of the registered electors of the City of Aurora, Colorado, at the Special Municipal Election of November 6, 2018, a proposed Amendment to Article III of the City Charter concerning the probationary period for newly appointed firefighters and officers within the fire rescue and police department. STAFF SOURCE: Chief Fernando Gray, Fire

Motion by LeGare, second by Bergan, to introduce item 12a.

Chief Fernando Gray, Fire, provided a brief summary of the item noting it related to extending the length of the probation period in order to provide an appropriate timeframe to review new hires for both police and fire.

Voting Aye: Berzins, Bergan, Gruber, Hiltz, Johnston, Lawson, LeGare, Murillo, Richardson, Roth

- ◆ b. **2018-25**
Consideration of AN ORDINANCE FOR INTRODUCTION to of the City Council of the City of Aurora, Colorado, amending the 2009 Aurora Comprehensive Plan e-470/Northeast Plains Land use map to allow for e-470 Regional Retail/Commercial Subarea zoning in an area currently designated to be zoned as e-470 Medium Density Residential Subarea (AURORA HIGHLANDS COMPREHENSIVE PLAN AMENDMENT) STAFF SOURCE: Deborah Bickmire, Planner, Planning & Development Services

Liz Walker, American Tower, spoke in opposition to the item.

Deborah Bickmire, Planner, Planning & Development Services, gave a brief summary of the item.

Council Member Bergan asked if during the annexation was the appropriate time to discuss the cell tower.

Mike Hyman, City Attorney, pointed out Ms. Walker spoke in opposition to all aspects of the item.

- ◆ **The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.**

Water Policy Committee (WPC) Meeting
October 20, 2021

Members Present: Council Member Crystal Murillo Chair; Council Member Allison Hiltz Vice Chair (Absent); Council Member Alison Coombs

Others Present: Leiana Baker, Casey Rossman, Jo Ann Giddings, Steve Sciba, Laura Perry, Sam Miller, Janet Marlow (CWAC), Sarah Young, Marshall Brown, Christine McKenney, Alexandra Davis, Ian Best, Angie Binder (CWAC), Ted Hartfelder, Rick Kienitz, John Murphy, Stephanie Neitzel, Swirvine Nyirenda, Jeffrey Sipes, Gail Thrasher

4. Amendment to an Intergovernmental Agreement (IGA) with the City and County of Denver regarding the Gateway Lift Station

Summary of Issue and Discussion S. Young stated, the need to amend the 2018 IGA is to reflect the Gateway Lift Station’s actual baseline capacity and anticipated capacities associated with the proposed phased capacity movements.

Outcome: The Committee supports the Amendment to an Intergovernmental Agreement (IGA) regarding the Gateway Lift Station and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Amendment to an Intergovernmental Agreement (IGA) regarding the Gateway Lift Station and will forward to Regular Session for consideration.

Motion by Marcano, second by Lawson, to approve items 10a, 10c – 10g.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11. **RESOLUTIONS**

11.a. Amendment to the IGA regarding the Gateway Lift Station

R2021-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE GATEWAY LIFT STATION

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water, provided a summary of the item.

Motion by Gruber, second by Marcano, to approve item 11a.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

11.b. Resolution Approving Regional Fire Code Board of Appeals IGA

R2021-126 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT, CITY OF SHERIDAN, WEST DOUGLAS FIRE PROTECTION DISTRICT, JACKSON-105 FIRE PROTECTION DISTRICT, AND BENNETT FIRE PROTECTION DISTRICT NO. 7 REGARDING THE REGIONAL FIRE CODE BOARD OF APPEALS

Caine Hills, Deputy Fire Chief / Angela Garcia, Senior Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 11b.

Steven Wright, Commander, Aurora Fire, noted an in-depth presentation was provided previously to Council and he was available to answer any questions in that regard.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Lawson, Marcano, Murillo

Water Policy Committee (WPC) Meeting
November 16, 2022

Members Present: Council Member Steve Sundberg Chair, Vice-Chair, Council Member Curtis Gardner

Absent: Council Member Angela Lawson

Others Present: Rachel Allen, Fernando Aranda-Perozo, Greg Baker, Ian Best, Todd Brewer, Dan Brotzman, Marshall Brown, Steve Cann, Alex Davis, Steve Fiori, John Murphy, Swirvine Nyirenda, Casey Rossman, John Wesolowski, Brooke Bell, Adam Waters, Nicole Ankeney, Council Member Alison Coombs

1. Approval of Minutes

The October 19, 2022, meeting minutes were approved as presented.

2. Consent Items

- A. Construction Change Order Report
- B. Monthly Water Supply Update
- C. Quarterly Financial Report

Summary of Issue and Discussion: CM Gardner asked what affect does temperature have on water supply? M. Brown replied that temperature does affect water supply more in the summer than in the winter. However, how quickly the soil freezes can affect run off, but more than temperatures wind will also affect sublimation where snow evaporates. A. Davis also added the warming temperatures can also have an impact of a reduction of 30% or more on stream flow.

CM Sundberg asked if we will be undertaking cloud seeding this year? Yes, we will be participating in cloud seeding this year however, Colorado Springs may not be participating.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

3. Water Education Colorado Water Fluency Program

Summary of Issue and Discussion: Council Member Coombs gave a presentation on completing the program over the summer with a focus on the Gunnison River Basin.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. PROS Water Conservation – Past, Present, and Future

Summary of Issue and Discussion: B. Bell gave a presentation. The Parks, Recreation, and Open Space (PROS) and Aurora Water Departments have a long history of collaboration focused on data informed water conservation initiatives that include Kentucky Blue Grass turf conversions, irrigation controller and system replacements, alternative grass material evaluation, and use of xeric designs. The presentation includes water conservation accomplishments to date, gives perspective to PROS current water use, and describes the PROS plan to meet and exceed goals established in recent water conservation initiatives approved by City Council.

CM Gardner asked, when native grasses are installed or after installation do they require irrigation? J. Wesolowski, responded, there is irrigation for a two to three year period of irrigation to get the native grass established then can be tapered off. Gardner asked, would it be an option for Bermuda grasses in Colorado for golf courses? B. Bell responded that the Tahoma Bermuda grass is a cold-weather grass but would like more time to experiment with it before replacing the golf courses with it. M. Brown, agreed with Brooke and stated, there is more experimentation that needs to take place and may begin with a driving range to see how the Bermuda grass holds up. CM Gardner stated that he is glad to see that PROS is making the investments to preserve water supply through alternative grass material and xeric designs.

Outcome: The Committee supports the PROS Water Conservation – Past, Present, and Future.

Follow-Up Action: Forward to Study Session for consideration.

5. Intergovernmental Agreement (IGA) with the City and County of Denver regarding Sewer Discharge Connection

Summary of Issue and Discussion: S. Nyirenda gave an overview of the IGA. The City and County of Denver has a new customer constructing adjacent to Aurora’s Segment 1E and requires connection for service. This agreement allows that connection and will initiate the ability to transfer this segment of the interceptor to Metro. The terms of the agreement are as follows:

- Denver is responsible for the connection costs.
- A target date for Metro transfer by 12-31-2024.
- Denver will be responsible for paying Metro rates directly and will therefore pay Aurora 65% of our internal customer rate for use of the interceptor.
- Denver must introduce a flowrate of less than 0.5 MGD average or 1.0 MGD peak.
- The term shall be 3 years or until Metro assumes Segment 1E.

Outcome: The Committee supports the Intergovernmental Agreement with the City and County of Denver regarding Sewer Discharge Connection.

Follow-Up Action: Forward to Study Session for consideration.

6. Intergovernmental Agreement (IGA) between the City of Aurora and the Bureau of Land Management for a Memorandum of Understanding for the purpose of preparing an Environmental Impact Statement for the Wild Horse Reservoir Project

Summary of Issue and Discussion: A. Davis gave an overview of the IGA. The Memorandum of Understanding (MOU) sets forth roles and responsibilities for the BLM and Aurora Water for the

purpose of hiring a third party contractor to prepare an Environmental Impact Statement (EIS) for the Wild Horse reservoir project. The MOU is an important step to begin the National Environmental Policy Act (NEPA) and Right of Way (ROW) permit processes. The costs associated with preparing the EIS and completing the ROW request (estimated cost of \$230,657.11) was addressed in a Cost Reimbursement Agreement approved by Council on July 25, 2022. The MOU and the third party contractor are a standard practice for permitting processes.

Outcome: The Committee supports the Intergovernmental Agreement between the City of Aurora and the Bureau of Land Management for a Memorandum of Understanding for the purpose of preparing an Environmental Impact Statement for the Wild Horse Reservoir Project.

Follow-Up Action: Forward to Study Session for consideration.

7. Aurora Water Management Plan Overview

Summary of Issue and Discussion: G. Baker gave a presentation on demand management in the event of drought or other water emergencies.

Outcome: Informational only.

Follow-Up Action: Informational only.

8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion:

Outcome: Informational only.

Follow-Up Action: Information only.

7. Confirm Next Meeting

The next meeting is scheduled for December 20, 2022, 9:30 a.m. via WebEx.



CITY OF AURORA

Fiscal Impact Form

Item Title: Consideration to APPROVE A RESOLUTION of the City of Aurora supporting an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise and the City and County of Denver regarding Segment 1E Sanitary Sewer Capacity.

Staff contact: Swirvine Nyirenda, Manager of Planning Services

Staff Source/Legal Source: Swirvine Nyirenda, Manager of Planning Services / Ian Best, Assistant City Attorney

TYPE OF FISCAL IMPACT

Select all that apply.

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

FISCAL SUMMARY

Provide a plain language summary of the fiscal impact. (List program and/or service fund(s) affected. Is this request due to an internal/external audit need or mandated by State, Federal, or legal action? List all departments affected; such as IT, Fleet, HR, etc. What are the implications on performance measures in the city? Provide additional detail as necessary.)

N/A

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: First Amendment to IGA with CDOT for Review Services for the Picadilly and I-70 Interchange Project?
Item Initiator: Brad Richardson, Senior Engineer, Public Works
Staff Source/Legal Source: Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF AURORA REGARDING THE FUNDING OF REVIEW SERVICES FOR THE PICADILLY AND I-70 INTERCHANGE PROJECT

Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On June 14, 2019 Transportation, Airports and Public Works Policy Committee supported moving the original IGA forward to Study Session.

On July 15, 2019 Study Session, Council supported moving the IGA forward to the next Regular Meeting of City Council.

On August 5, 2019 Council Approved the Resolution of the IGA between the City of Aurora and the Colorado Department of Transportation regarding the funding of review services for the Picadilly and I-70 interchange. Resolution NO. R2019-57.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Background

The I-70 / Picadilly Interchange project has been identified as a key infrastructure need for a rapidly developing region of the City of Aurora, Arapahoe and Adams Counties. The project will facilitate much-needed north-south connectivity on Picadilly Road and provide critical local access to I-70.

The I-70 / Picadilly Interchange is part of the I-70 / E-470 Interchange Complex Environmental Assessment (EA) that began in 2003 and received a Finding of No Significant Impact in 2007. In 2018, the City of Aurora took initiative to advance the I-70 / Picadilly portion and funded the Re-Evaluation of the 2007 EA. This effort was done as a means of demonstrating project readiness in coordination with federal grant applications for construction.

In late 2019, the City was notified of a successful application to the USDOT BUILD (Better Utilizing Investments to Leverage Development) Grant program for \$25,000,000.00 for construction funding. To meet the requirements of the Grant program, the project was required to keep a tight schedule leading to a funding obligation deadline in June of 2022.

The project team successfully met the obligation deadline with the solicitation of the Design/Build Alternative Delivery contract last year. That solicitation process culminated with a contract award brought to the November 28, 2022 Regular Meeting of City Council.

Amendment 1

CDOT's 1601 Policy document establishes the procedural requirements for the initiation by a Local Agency of a highway interchange project. That document requires that the Local Agency reimburse CDOT for staff time and expenses incurred associated with the oversight and review of said project. The original IGA, approved by Aurora City Council on August 5, 2019, included CDOT review services **associated with approval of project documents necessary to clear the project through CDOT's 1601 and the Federal Highway Administration's Interstate Access Request processes.**

The proposed Amendment to the IGA adds additional funding for CDOT inspection of construction activities and coordination of plan reviews through the **project's construction phase. The not to exceed**

amount of \$550,000.00 is based upon hourly rates of proposed CDOT staff, project duration and anticipated engagement levels.

CDOT will bill the City of Aurora for actual incurred costs, monthly.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Funding for the reimbursement associated with this Amendment is included in the overall project budget and will be drawn from Org# 49678.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve the First Amendment to IGA with CDOT for Review Services for the Picadilly and I-70 Interchange Project?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (M. Gardner)

RESOLUTION NO. R2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF AURORA REGARDING THE FUNDING OF REVIEW SERVICES FOR THE PICADILLY AND I-70 INTERCHANGE PROJECT

WHEREAS, the City of Aurora, Colorado (the “City”), and the State of Colorado Department of Transportation (“CDOT”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, City Council approved the Intergovernmental Agreement Between the State of Colorado Department of Transportation (CDOT) and the City of Aurora Regarding the Funding of Review Services for the Picadilly and I-70 Interchange Project (“IGA”) through Resolution R2019-57; and

WHEREAS, the City and CDOT desire to amend the IGA through the First Amendment to IGA to expand the scope of the IGA to include project administration costs for both pre-construction and construction of the project; and

WHEREAS, the First Amendment to IGA provides an update to the Scope of Work to include an increase of 1.5 FTE CDOT employees; and

WHEREAS, the First Amendment to IGA includes an increase of the City’s funding commitment from \$50,000 to a new not to exceed amount of \$550,000 to cover CDOT employee wages; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the First Amendment to IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The First Amendment to Intergovernmental Agreement between CDOT and the City regarding the funding of review services for the Picadilly and I-70 Interchange Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner RLA

MICHELLE GARDNER, Sr. Assistant City Attorney

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: CC 0704-245

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 19-HA1-XC-00070-M0001
Local Agency CITY OF AURORA		Original Agreement Routing Number 19-HA1-XC-00070
Agreement Maximum Amount	\$550,000.00	Agreement Performance Beginning Date October 21, 2019
		Initial Agreement expiration date April 24, 2029

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF AURORA _____ Signature _____ By: (Mike Coffman, Mayor) Date: _____	LOCAL AGENCY Additional Signatures Attest: _____ Kadee Rodriguez, City Clerk Date: _____ Approved as to form: _____ Michelle Gardner, Sr. Assistant City Attorney Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____
--

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The parties entered into an agreement on October 21st, 2019, to have CDOT review conceptual designs, studies and documents at the I-70 and Picadilly Interchange as it pertains to the 1601 process.

5) MODIFICATIONS

The parties now wish to amend the agreement to include the following:

- 1) Update the Scope of Work to include an increase of 1.5 FTE CDOT employees;
- 2) increase the Local Agency funding commitment from \$50,000.00 to \$550,000.00 to cover CDOT employee wages; and
- 3) a new **Exhibit A-1**, replaces, **Exhibit A**; attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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Exhibit A-1: Scope of Work

I70 and Picadilly Interchange

PROJECT NO. CC 0704-245

SUBACCOUNT NO. 22932

AMENDMENT TO IGA SCOPE OF WORK

January 15, 2023

INTRODUCTION

The City of Aurora (COA) proposes to provide a new interchange at I70 and Picadilly. This new interchange is part of the I70-E470 Interchange Complex, and located approximately 1 mile west of the existing E470 interchange. Proposed improvements, in addition to the new interchange include: the realignment of the existing Picadilly, reconfiguration of Colfax Avenue east of Picadilly, and correcting the substandard curve on eastbound I70. The method of delivery for this project will be the Design-Build process. Funding for this project includes a \$25M Build Grant, local and developer matching funds, and up to \$5M from the Colorado Department of Transportation (CDOT) Region 1 (exclusively for the construction of the EB I70 curve).

The COA has agreed it pay CDOT for design review and construction management services after the issuance of Notice To Proceed 1 and for a period up to two and a half years. CDOT has agreed to commit 1.5 Full Time Employees to this effort as part of Aurora's construction management team.

This Scope of Work for the IGA amendment is being written to define CDOT staff roles in support COA throughout the project.

SCOPE OF WORK

Project Management and Administration

CDOT Staff shall perform and assist in required project management and administration activities as directed by the COA Project Director, including, but not limited to being involved with standard contract administration – invoicing, progress, and subconsultant management.

General Support

During design and construction, the CDOT Staff shall assist and provide support by attending regularly-scheduled weekly meetings with COA and the Contractor as required in the RFP and reporting on general project activity.

Post-NTP Oversight and Verification

CDOT shall provide the necessary personnel to perform assessments and project administration. The following labor needs are anticipated:

1. Project Assessor (1 FTE) - shall assist the Project Engineer in the post-award administration of the project, from the design phase through construction and project closeout. The Project Assessor's responsibilities shall include, but are not limited to, Owner Verification & Acceptance management, reviewing submittals, invoices, payrolls, plan changes, coordination of contract activities and reviewing progress payments.
2. Design Review & Coordination Engineer (0.5 FTE) – shall be responsible for overall coordination of CDOT design reviews for all disciplines including meeting coordination, comment resolution, design assessments, design RFI coordination, design deliverable review and coordination, and assisting the

Project Engineer with design aspects of contract administration. This position may also serve as a project assessor if the need arises.

3. CDOT Resident Engineer – it is anticipated that the CDOT Resident Engineer for the corridor will be involved throughout the extent of the project in order to aide in the coordination with COA and CDOT staff on higher level issues that may arise post NTP 1. For the purposes of budgeting, it assumed the RE will spend approximately 2 hours per week on the project for the duration of the project.

GENERAL REQUIRMENTS

The COA and CDOT project personnel shall meet regularly as necessary to coordinate and schedule the required work. CDOT staff shall complete all work in accordance with the approved schedule or as directed by the COA Project Director.

Labor, Vehicles and Equipment: CDOT shall furnish all personnel, vehicles, cell phones, computer, and any miscellaneous equipment (calculator, office supplies, etc.) required to perform the work. COA will furnish office space.

CDOT Staff shall be thoroughly familiar with all relevant COA/CDOT forms and documentation and their requirements. The Assessor(s) will be trained in the use of project-specific forms and documentation requirements necessary for this project.

General Work Description

CDOT shall support COA in the oversight of the Design-Build Contractor's design and construction of the project by verifying compliance with the contract requirements. Oversight will not include the directing of any aspect of the Contractor's construction of the project. Oversight shall include the following activities:

1. Coordination of the construction process in accordance with the requirements for Quality Management in the RFP and the Contractor's Approved Quality Management Plan.
2. Perform Construction Acceptance Reviews in accordance with the requirements for Quality Management in the RFP. Construction Acceptance Reviews shall be coordinated and supervised by the Lead Assessor and performed by Assessors.
3. Coordinate Owner Verification tests to assure that the Contractor's materials meet the requirements of the Contract Documents, in accordance with Section 3, Quality Management, of the RFP.

The CDOT Project Assessor: The CDOT Project Assessor shall be either a Colorado Registered Professional Engineer or a non-licensed individual with demonstrated construction administration experience.

The CDOT Project Assessor may be required to assist the Project Engineer in performing the following verification activities:

- Coordination of all construction-contract activities
- Review, provide comments, or acknowledge completeness of required submittals resulting from, but not limited to: Methods of Handling Traffic, Progress Schedules, and Method Statements.
- EEO requirements
- Maintenance of project files, project diaries and time counts

- Attending weekly progress meeting with COA, the contractor, subcontractors, utilities and others
- Monitoring the contractor for fulfillment of contract plans and specifications
- Securing all project documentation from the contractor
- Anticipating project problems, developing solutions, and reporting them to the Project Engineer
- Performing on-site, cursory review of drawings and data submitted by the construction contractor and suppliers to determine general conformance with the specifications
- Informing and obtaining concurrence as needed from the Project Engineer and filing related documentation for project records
- Monitoring compliance and taking appropriate action to ensure safety on the project for all workers and the traveling public in accordance with Method of Handling Traffic (MHT), CDOT/COA's standards and procedures, and the Contractor's Safety Management Plan
- Assisting in preparation of a punch list of uncompleted work, non-conformance reports, and deficiency notices
- Assisting in preparation of responses to contractors' and suppliers' requests for information, submittals, change notices, claims, and correspondence.

Documentation: The CDOT Assessor(s) shall maintain a daily diary for each day they perform work on the project. CDOT's Automated Form 103a Project Diary shall be used unless otherwise directed or approved by the Project Engineer. The contents of the diary shall be brief and accurate statements of progress and conditions encountered during the prosecution of the work. Editorial comments shall not be entered in diaries or any written documentation applicable to the project. A copy of the daily diary shall be submitted to the Project Engineer within three working days of its date.

The CDOT Design Engineer: The CDOT Design Engineer shall be either a Colorado Registered Professional Engineer or a non-licensed individual demonstrating a high level of knowledge of the design and construction of roadways and interchanges.

The CDOT Design Engineer will help to coordinate and review for acceptance submittals required from the contractor as further defined as deliverables in the Design-Build Contract. Attend weekly task force meetings as scheduled by the design-build contractor and perform over-the-shoulder reviews. Task force meeting may include:

- Overall Design Review & Coordination
- Roadway
- Utilities
- Hydraulics
- Materials/Geotech
- ITS/Tolling/Traffic
- Structures
- Public Involvement
- Others as directed by the COA Project Director

All CDOT Staff shall support COA project staff through assignment of personnel for assessment activities. Responsibilities include the following:

- Participation in weekly progress meetings with COA, contractor, subcontractors, utility company representatives, and others
- Securing project documentation from the contractor
- Maintaining accurate notes reflecting construction details to be used in preparation of as-

- constructed plans
- Initial, follow up, and final assessments of work in progress, including interim and final percent complete
 - Notifying contractors and the Project Engineer of non-compliance with the contract plans and specifications
 - Preparation of documentation for review of invoices from the contractor in accordance with prescribed procedures
 - Submittal of standard documentation reports (such as daily work reports) no later than three days following the working day
 - Aiding in the preparation of routine correspondence to the contractor, CDOT staff, local agencies, etc.
 - Acting as liaison between CDOT and contractor field crews

Unforeseen Services as Requested by COA

Additional services may be required by COA that are not specifically defined within this Scope of Work. These additional services will be discussed with the CDOT Resident Engineer and will happen upon written direction and approval from the CDOT RE.

CDOT anticipates this effort will not exceed \$550,000.

(Local \$CDOTWRK)
PROJECT: 0704-245 (22932)

REGION: 1 (DZ)

CONTRACT

THIS CONTRACT, executed this 21st day of October, 2019 by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation ("State" or "CDOT") and CITY OF AURORA, 15151 East Alameda Pkwy, Aurora, Colorado, 80012, CDOT Vendor #: 0002000010 ("Local Agency"), and the State and the Local Agency together shall be referred to as the "Parties."

RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
3. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution .
4. The Local Agency has funds available and desires to provide 100% of the funding for the Work.
5. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and Exhibit B.
6. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of Project 0704-245. Review services by CDOT of the conceptual designs, studies and documents at the I70 and Picadilly Interchange as it pertains to the 1601 Process., and the Local Agency shall provide their Contribution toward the Project, in I-70 Picadilly Interchange, Colorado, as more specifically described in Exhibit A.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. Exhibit A (Scope of Work)
3. Other Exhibits in descending order of their attachment.

Section 3. Term

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency, or April 24, 2029, whichever occurs sooner.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be \$50,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$50,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination..

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

Section 6. State and Local Agency Commitments

The Scope of Work (Exhibit A) describes the work to be performed.

- A. Design [if applicable]
 - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The State will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The State will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the

project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 4670 Holly Street, Denver, CO 80216. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:

Katie Dawson, PE
CDOT Region 1
4670 Holly Street
Denver, Colorado 80216
303-398-6766
katie.dawson@state.co.us

If to the Local Agency:

Cindy Colip, Deputy Director
City of Aurora
15151 East Alameda Pkwy
Aurora, Colorado 80012
303-739-7300
ccolip@auroragov.org

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.


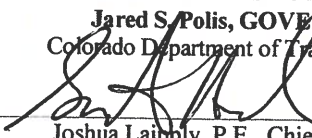

<p>THE LOCAL AGENCY CITY OF AURORA</p> <p>By: <u>Bob Lesare</u> Title: <u>MAYOR</u></p> <p> *Signature</p> <p>Date: <u>9-5-19</u></p>	<p>STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By:  Joshua Laipply, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: <u>21 Oct 2019</u></p>
<p>By: <u>Stephen Ruger</u> Title: <u>City Clerk</u></p> <p><i>Attestation</i></p> <p> *Signature</p> <p>Date: <u>9-10-19</u></p>	<p>APPROVED AS TO FORM:</p> <p>By: <u>Michelle Dahl</u> <u>Aurora City Attorneys Office</u></p>

Exhibit A

SCOPE OF WORK

Project number: 0704-245
Subaccount number: 22932
Project location: I70/Picadilly

IGA Scope of Work

The Project Scope of work includes the review services by CDOT of the conceptual designs, studies and documents at the I70 and Picadilly Interchange as it pertains to the 1601 Process. The process includes review and approval of the System Level Study, MPO/TRP Board Approval, Design and NEPA Approval Process, and the final IGA between CDOT and the City of Aurora.

The State estimates that this effort will not exceed \$50,000.

EFFECTIVE DATE: 8-5-19

RESOLUTION NO. R2019- 57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF AURORA REGARDING THE FUNDING OF REVIEW SERVICES FOR THE PICADILLY AND I-70 INTERCHANGE

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, The City's Public Works Department is currently in the process of a comprehensive and detailed reevaluation of the Environmental Assessment and Finding of No Significant Impact for the Picadilly and I-70 Interchange that was completed in 2007; and

WHEREAS, through a competitive bid process, the City selected HDR for the reevaluation that began in January 2018 and should be completed by late 2019; and

WHEREAS, as part of the reevaluation process it is necessary for CDOT to review the conceptual designs, studies and documents as it pertains to their approvals, and the review process is funded by the applicant; and

WHEREAS, the review fee is based on hourly rates and is estimated at a not to exceed amount of fifty-thousand dollars (\$50,000), for which CDOT will bill the City for actual incurred costs; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement between CDOT and the City regarding the funding of review services for the Picadilly and I-70 Interchange is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

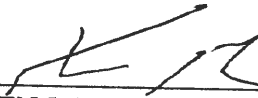
Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this 5th day of August, 2019.



BOB LEGARE, Mayor

ATTEST:



STEPHEN J. RUGER, City Clerk

APPROVED AS TO FORM:



MICHELLE GARDNER, Sr. Assistant City Attorney

RESOLUTION NO. R2019- 57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AND THE CITY OF AURORA REGARDING THE FUNDING OF REVIEW SERVICES FOR THE PICADILLY AND I-70 INTERCHANGE

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WHEREAS, The City's Public Works Department is currently in the process of a comprehensive and detailed reevaluation of the Environmental Assessment and Finding of No Significant Impact for the Picadilly and I-70 Interchange that was completed in 2007; and

WHEREAS, through a competitive bid process, the City selected HDR for the reevaluation that began in January 2018 and should be completed by late 2019; and

WHEREAS, as part of the reevaluation process it is necessary for CDOT to review the conceptual designs, studies and documents as it pertains to their approvals, and the review process is funded by the applicant; and

WHEREAS, the review fee is based on hourly rates and is estimated at a not to exceed amount of fifty-thousand dollars (\$50,000), for which CDOT will bill the City for actual incurred costs; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement between CDOT and the City regarding the funding of review services for the Picadilly and I-70 Interchange is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this 5th day of August, 2019.



BOB LEGARE, Mayor

ATTEST:



STEPHEN J. RUGER, City Clerk

APPROVED AS TO FORM:



MICHELLE GARDNER, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: IGA with Colorado Department of Transportation (CDOT) for the Smith Road Multimodal Design Grant
Item Initiator: Gary Vidlock, Engineering Supervisor
Staff Source/Legal Source: Matt Kozakowski, Transportation Project Delivery Manager , Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

ITEM DETAILS

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE SMITH ROAD MULTIMODAL DESIGN PROJECT
Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 2/23/2023

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

At the June 6, 2022 meeting of the Transportation, Airports, and Public Works Policy Committee, staff presented grant applications for three proposed projects to go to the DRCOG Sub-Regional TIP forum for the 2022 Call 2 on June 24, 2022. The Smith Road grant application was among the projects proposed and subsequently supported by the Committee. (minutes attached)

At the October 27, 2022 meeting of the Transportation, Airports and Public Works Policy Committee, staff provided an update on the applications that were submitted on the grant applications that were submitted to the DRCOG Sub-Regional TIP forum for 2022 Call 2 on June 24, 2022. It was reported that that Smith Road grant application was successful. (minutes attached)

At the February 23, 2023 meeting of the Transportation, Airports and Public Works Policy Committee, staff presented the funding IGA for this project and recommended it be forwarded to the next available study session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The City of Aurora applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Adams County Subregional Forum Project Application grant, administered by the Colorado Department of Transportation (CDOT). Funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City.

Staff identified improvements along the Smith Road corridor, from Peoria Street to Powhaton Road, as a TIP eligible project after identifying multimodal safety issues that could be improved by advancing the design of the Smith Road corridor. By designing the roadway corridor to the 60% level with the inclusion of contiguous sidewalks and multi use paths under the current grant, in the future the City will be able to further design and eventually construct improvements to enhance user safety along the corridor.

The grant application was submitted in June 2022 and the City was notified that this project was selected for funding in September 2022. The project was awarded \$4,500,000 of federal funding for the purposes of developing a coordior design to the 60% level. The project will include evaluation of conceptual level programing for the different considerations uses along the 9 mile corridor, provide NEPA (National Environmental Protection Act) compliant project evaluation, and develop 60% level design plans. Additionally, phasing will be identified for future capital improvement project opportunities, and the deliverable will serve as a template for development along the corridor.

The City is contributing a local match of 10% or \$500,000 for 60% design as shown in the table below. This project was eligible for and capitalized on a unique funding opportunity in the DRCOG 2022 Call 2 for Projects. Projects that meet multi-modal requirements were eligible for a minimum local agency match of 10%, while the standard minimum match is 20%. Local match money is currently in org 49743 – Transportation Improvement Program Match. Design for this project will begin in 2023, with anticipated completion in 2025.

The grant funding is for design to the 60% level.

Entity	Contribution	Percentage
CDOT (TIP)	\$4,500,000	90%
Local (City of Aurora)	\$500,000	10%
Grant TOTAL	\$5,000,000	

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

\$500,000 - City Match funds are budgeted in 49743/68310 – Transportation Improvement Program Match.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A.

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution and the Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora for the Smith Road Multimodal Design Project to the next available Regular Meeting of City Council?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12). (M. Gardner)

RESOLUTION NO. R2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF
TRANSPORTATION (CDOT) FOR THE SMITH ROAD MULTIMODAL DESIGN PROJECT

WHEREAS, the City of Aurora, Colorado (the “City”), and the State of Colorado Department of Transportation (“CDOT”), collectively “the Parties”, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City applied for a DRCOG 2022-2025 Transportation Improvement Program (TIP) Call 2 Adams County Subregional Forum Project Application grant, administered by CDOT; and

WHEREAS, funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City; and

WHEREAS, City staff identified improvements along the Smith Road corridor, from Peoria Street to Powhaton Road, as a TIP eligible project after identifying multimodal safety issues that could be improved by advancing the design of the Smith Road corridor (“Project”); and

WHEREAS, by designing the roadway corridor to the 60% level with the inclusion of contiguous sidewalks and multi-use paths under the current grant, the City will be able to further design and eventually construct improvements to enhance user safety along the corridor; and

WHEREAS, design for the Project will begin in 2023 with anticipated completion in 2025; and

WHEREAS, the grant application was submitted in June 2022 and the City was notified that the Project was selected for funding in September 2022 and was awarded \$4,500,000 of federal funding for the purposes of developing a corridor design to the 60% level; and

WHEREAS, the City is contributing a local match of 10% or \$500,000 for the 60% design, for a total Project cost of \$5,000,000; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and CDOT for the Smith Road Multimodal Design Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Intergovernmental Agreement Between the City of Aurora and CDOT for the Smith Road Multimodal Design Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver this Intergovernmental Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Michelle Gardner RLA

MICHELLE GARDNER, Sr. Assistant City Attorney

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 23-HA1-XC-00036
Local Agency CITY OF AURORA			Agreement Effective Date The later of the effective date or February 01, 2023
Agreement Description SMITH ROAD MULTIMODAL IMPROVEMENT			Agreement Expiration Date January 31, 2033
Project # ARPA M055- 062 (25500)	Region # 1	Contract Writer DM	Agreement Maximum Amount \$5,000,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center">LOCAL AGENCY CITY OF AURORA</p> <hr/> <p align="center">Signature</p> <hr/> <p align="center">By: (Mike Coffman, Mayor)</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr/> <p align="center">Keith Stefanik, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>Additional Local Agency Signatures</p> <p>Attest: _____ Kadee Rodriguez, City Clerk</p> <p>Date: _____</p> <p>Approved as to Form: _____ Michelle Gardner, Sr. Assistant City Attorney</p> <p>Date: _____</p>	
<p align="center">In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____ Department of Transportation</p> <p align="center">Effective Date: _____</p>	

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- EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
- EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
- EXHIBIT N, FEDERAL TREASURY PROVISIONS
- EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
- EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
- EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
- EXHIBIT R, APPLICABLE FEDERAL AWARDS
- EXHIBIT S, PII CERTIFICATION
- EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on January 31, 2033 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in **§2.B**.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. “**Sub-Award**” means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. “**Subcontractor**” means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. “**USDT**” The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency’s risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency’s non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient’s previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient’s operations, in which failure could impact the Subrecipient’s ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient’s financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient’s non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency’s completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency’s performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency’s submission to the State of all deliverables defined in this Agreement, and Local Agency’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency’s failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information “PII”

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a “Third Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor’s duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”) and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

- b. \$2,000,000 general aggregate.
- C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.
- D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.
- E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.
- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

- A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

- A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Cristobal Abbud, R-1 Local Agency Coordinator
CDOT - R1
2829 W Howard Pl.
Denver, CO 80204
303-512-4135
Cristobal.Abbudgarcia@state.co.us

For the Local Agency

CITY OF AURORA
Gary Vidlock, Engineering Supervisor
15151 E Alameda Pkwy.
Aurora, CO 80012
303-739-7315
gvidlock@auroragov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §20.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”).
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK

Name of Project: SMITH ROAD MULTIMODAL IMPROVEMENT
Project Number: ARPA M055-062
SubAccount #: 25500

The project includes 60 percent design of roadway and multimodal safety and access improvements on a 9-mile section of Smith Road between Peoria Street on the west and Powhatan Road on the east. This project is primarily intended to provide multimodal access for vulnerable roadway users, but in order to design them, the ultimate roadway design needs to be included in this effort. Preparing the full design will enable the pedestrian and bicycle facilities to be located in their final configuration which will eliminate reconstruction and “throw-away” of physical improvements in the future. Key project elements include a two-way bi-directional cycle track and 8-foot sidewalk from Peoria to Chambers, an 8-foot sidewalk and 4-foot paved shoulder from Chambers to Picadilly, and a 14-foot shared use path from Picadilly to Powhatan. A conceptual design has already been prepared for a portion of the corridor and is included as Attachment 2; the typical section changes throughout the corridor based on existing land uses and multimodal needs, and has been revised from the typical standards shown in the City’s 2016 Roadway Design and Construction Standards Manual to provide consistency along the corridor.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C- FUNDING PROVISIONS

City of Aurora - ARPA M055-062 (25500)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be **\$5,000,000.00**, which is to be funded as follows:

1. FUNDING

CRP Federal Award

- a. Federal Funds (80% of CRP Award) \$2,000,000.00
- b. Local Agency Fund (20% of CRP Award) \$500,000.00

MMOF ARPA Award

- c. Federal Funds MMOF ARPA **US Treasury Expenditure Category EC6**
(50% of MMOF ARPA Award of \$5,000,000.00) \$2,500,000.00
(50% of MMOF ARPA Award of \$5,000,000.00 is Total CRP
Award of \$2,500,000.00)

TOTAL FUNDS ALL SOURCES	\$5,000,000.00
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2. OMB UNIFORM GUIDANCE

- a. Federal Award Identification Number (FAIN): TBD
- b. Name of Federal Awarding Agency: FHWA, USDT
- c. Local Agency Unique Entity Identifier: TBD
- d. Assistance Listing # Highway Planning and Construction: ALN 20.205
- e. Assistance Listing # Coronavirus State and Local Fiscal Recovery Funds: ALN 21.027
- f. Is the Award for R&D? No
- g. Indirect Cost Rate (if applicable): N/A
- h. Amount of Federal Funds Obligated by this Action: \$0.00
- i. Amount of Federal Funds Obligated to Date (including this Action): \$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

- a. Federal Funds Budgeted \$2,000,000.00
- b. ARPA Funds Budgeted \$2,500,000.00
- d. Less Estimated Federal Share of CDOT-Incurred Costs \$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90%	\$4,500,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	10%	\$500,000.00
TOTAL PROJECT ESTIMATED FUNDING	100%	\$5,000,000.00

4. FOR CDOT ENCUMBRANCE PURPOSES

CRP Federal Award

- a. Total Encumbrance Amount (Federal funds + Local Agency funds) \$2,500,000.00
- b. Less ROW Acquisition 3111 and/or ROW Relocation 3109 \$0.00
 - Federal % of ROW \$0.00
 - Local Agency % of ROW \$0.00

MMOF ARPA Award

- a. Total Encumbrance Amount (Only ARPA funds are encumbered) \$2,500,000.00
- b. Less ROW Acquisition 3111 and/or ROW Relocation 3109 \$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$5,000,000.00
---	-----------------------

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

CRP Federal Award

WBS Element 25500.10.30	Performance Period Start*/End Date	Design 3020	\$0.00
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	TBD-TBD			
WBS Element 25500.20.10	Performance Period Start*/End Date	Const. 3301		\$0.00
	TBD- TBD			
MMOF ARPA Award				
WBS Element 25500.10.30	Performance Period Start**/End Date	Design 3020		\$0.00
	TBD-TBD			
WBS Element 25500.20.10	Performance Period Start**/End Date	Const. 3301		\$0.00
	TBD-TBD			

* CRP Federal Award the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed these three (3) milestones are achieved will not be reimbursable.

** MMOF ARPA Award Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the for this Work is 90% federal funds to 10% Local Agency funds, and this ratio applies only to the \$5,000,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$5,000,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$5,000,000.00, then the amounts of Local Agency, state, and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$4,500,000.00. For CDOT accounting purposes, the federal funds of \$2,000,000.00, federal ARPA funds of \$2,500,000.00, and the Local Agency funds of \$500,000.00 will be encumbered for a total encumbrance of \$5,000,000.00. The total budget of this project is \$5,000,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work. ARPA Funds can only originate from and after May 18, 2021.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from

multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E-

Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. ARPA M055-062	STIP No. SDR 9000	Project Code 25500	Region R-1
Project Location: Between Peoria Street and Powhaton Road.			Date 01/06/2022
Project Description: Design multi modal improvements from Peoria St to Powhaton Rd.			
Local Agency: City of Aurora		Local Agency Project Manager: Gary Vidlock	
CDOT Resident Engineer: Maria Hajiaghaee		CDOT Project Manager: Cristobal Abbud	
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i> . LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
TIP / STIP AND LONG-RANGE PLANS				
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION				
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		X
PROJECT DEVELOPMENT				
1	5.1	Prepare Design Data - CDOT Form 463	X	
	5.2	Determine Delivery Method	X	
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement	X	#
		<ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	X	#
3,3A	5.5	Conduct Design Scoping Review Meeting	X	X
3,6	5.6	Conduct Public Involvement	X	

Exhibit E-

Local Agency Contract Administration Checklist

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	#
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Approval of Guaranty and Warranty Clauses	X	#
	5.16	Justify Colorado Residency Labor Preference	X	#
	5.17	Seek Approval of Specifications on Local Agency Projects	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work		#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	#
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	
	5.23	File Project Records/Documentation in ProjectWise		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
	6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Maria Hajiaghaee 01/05/2022 _____ CDOT Resident Engineer Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements		X
	6.5	Use Electronic Tracking and Submission Systems – B2Gnow <input checked="" type="checkbox"/> LCPtracker <input checked="" type="checkbox"/>		
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) <input checked="" type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input type="checkbox"/>				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	#
7		Advertise for Bids	X	#
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		X
		Submit required documentation for CDOT award concurrence	X	

Exhibit E-
Local Agency Contract Administration Checklist

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (federal)	X	#
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	X	#
CONSTRUCTION MANAGEMENT				
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X X	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Matt Kozakowski (303) 739-7337 Local Agency Professional Engineer or CDOT Resident Engineer Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including projects with structures)	X	
		Fabrication Inspection and documentation	X	
9	8.6	Review and Approve Shop Drawings	X	#
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Gary Vidlock (303) 739-7315 Local Agency Representative Phone number	X	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
9B	8.12	Prepare and Authorize Change Orders	X	X
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	#
9	8.16	Prepare and Submit Monthly Progress Reports	X	#
9	8.17	Resolve Contractor Claims and Disputes	X	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Maria Hajiaghaee 303.757.9914, CDOT Resident Engineer Phone number		X
9	8.19	Ongoing Oversight of DBE Participation	X	

**Exhibit E-
Local Agency Contract Administration Checklist**

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	X
			X	#
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed		X
			X	
			X	
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Verification Tests	X	
9C	9.6	Accept Manufactured Products Inspection of structural components: On-system requires CDOT Approval • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices		
			X	#
			X	#
			X	#
9C	9.6	Approve Sources of Materials: On-system requires CDOT Approval	X	#
9C	9.7	Independent Assurance Testing (IAT) On-system requires CDOT Approval Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/> • Generate IAT schedule • Schedule and provide notification • Conduct IAT		X
			X	
			X	
9C	9.8	Approve mix designs On-system requires CDOT Approval • Concrete • Hot mix asphalt	X	#
			X	#
9C	9.9	Check Final Materials Documentation	X	
9C	9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, as applicable, and submit to EEO/Civil Rights Specialist.	X	X
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	X	
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X
FINALS				
	11.1	Conduct Final Project Inspection.	X	X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	

Exhibit E-

Local Agency Contract Administration Checklist

11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	X
	11.8	Review CDOT Form 1419		X
	11.9	Submit CDOT Professional Services Closeout Report Form		
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	X	X
11	11.11	Process Final Payment	X	
	11.12	Close out Local Project	X	X
	11.13	Complete and Submit CDOT Form 950 - Project Closure		X
11	11.14	Retain Project Records	X	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist

CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification– First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.5.2. A foreign public entity;

1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

7.2.1 Subrecipient's DUNS Number as registered in SAM.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT		Date: _____		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information)				
1. Check only one box for each question. All questions are required to be answered.				
2. Utilize the "Comment" section below the last question for additional responses.				
3. When complete, check the box at the bottom of the form to authorize.				
		Yes	No	N/A
EXPERIENCE ASSESSMENT				
		Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Does your staff assigned to the program have at least three full years of experience with this federal program?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONITORING/AUDIT ASSESSMENT				
		Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 a) Were there non-compliance issues in this prior review?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) What were the number and extent of issues in prior review?		<input type="checkbox"/> <i>1 to 2</i>	<input type="checkbox"/> <i>>3</i>	<input type="checkbox"/>
OPERATION ASSESSMENT				
		Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL ASSESSMENT				
		Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) If Yes, who approved the rate, and what date was it approved?				
8 Is this grant/award 10% or more of your entity's overall funding?		<input type="checkbox"/> <i>>10%</i>	<input type="checkbox"/> <i><10%</i>	<input type="checkbox"/>
9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 Has your entity had difficulty meeting local match requirements in the last three years?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?				

INTERNAL CONTROLS ASSESSMENT				Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>			
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>			
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>			
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		≥ 6	2 to 5	< 2		
IMPACT ASSESSMENT				Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>			
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
PROGRAM MANAGEMENT ASSESSMENT				Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p>			



Tool Version:
v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

**Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification

- v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient DUNS Number;
- 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization DUNS Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
 - 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
 - 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor’s Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor’s Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

 Local Agency

 Date

 CDOT Program Manager

 Date

EXHIBIT R

APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



City Manager
15151 E. Alameda Parkway, 5th Floor
Aurora, Colorado 80012
phone 303.739.7010
fax 303.739.7123

Adams County Subregional Transportation Forum – Commissioner Steve O’Dorisio
C/O Chris Chovan, Senior Transportation and Mobility Planner
Adams County Transportation Forum
4430 South Adams County Parkway
Brighton, CO 80601-8204

June 23, 2022

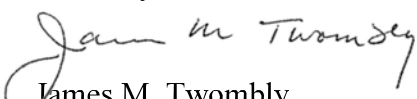
Dear Commissioner O’Dorisio,

The city of Aurora is pleased to submit our DRCOG 2022-2025 Transportation Improvement Program Call 2 Adams County Subregional Forum Project Application for two (2) key subregionally significant multimodal improvement projects. These projects are critical to substantially improving mobility and travel for our collective customers throughout the City, the County, adjacent jurisdictions and beneficiaries throughout the eastern part of the metro area. Designing a multiuse path along Smith Road between Peoria Station and Powhaton Road will improve multimodal connectivity and employee accessibility to one of the region’s fastest growing major centers for logistics, manufacturing and distribution warehousing. Delivering key arterial sidewalk improvements focusing on Colfax Avenue and Havana Street will provide residents and travelers in Aurora safer and more comfortable options in accessing transit services and key employment opportunities, retail, medical and social service centers and education and recreation venues through walking or bicycling.

Completing these projects will provide a variety of calculated benefits including greenhouse gas emission reduction, improved access and mobility for vulnerable populations, and anticipated crash/injury reductions. These projects will improve travel operations and enhance and provide needed connectivity for travelers throughout the area.

Thank you for your favorable consideration of these high priority project funding requests. These projects represent key investments in our multimodal mobility system and will improve the quality and safety of our customer’s mobility experience. If you have any questions about this application, please contact Victor Rachael, vrachael@auroragov.org, 303.739.7300, or Mac Callison, mcalliso@auroragov.org, 303.739.7256.

Sincerely,


James M. Twombly
City Manager

cc: Mayor Mike Coffman.
Aurora City Council Members
Laura Perry, Deputy City manager
Jason Batchelor, Deputy City Manager
Cindy Colip, Public Works Deputy Director
Jeannine Rustad, Planning & Development Services Director
Mac Callison, Transportation Planning Supervisor



DRCOG FY2022-2025 TIP – Adams County Subregion
Subregional Share Air Quality/Multimodal (AQ/MM)
Application Programming Federal Fiscal Years 2023-2025

APPLICATION OVERVIEW

What: The Subregional Share Call for Projects for the FY2022-2025 TIP, programming fiscal years 2023-2025

Funding Available: \$161,292,000 overall. Target of \$24,903,000 for Adams County (estimated as of the open date)

Application: Air Quality & Multimodal (AQ/MM) eligible projects only

Major Project Eligibility Exceptions: Roadway capacity, roadway reconstruction, bridge, interchange projects

Call Opens: May 2, 2022

Call Closes: June 24, 2022, 3 pm

Application Submittals: submit the items below online through the submittal link on the [TIP Data Hub](#)

1. REQUIRED: a **single PDF document** containing the below. Please **DO NOT** attach additional cover pages, embed graphics in the application, or otherwise change the format of the application form.
 - a. this application
 - b. one location map/graphic
 - c. cost estimate (your own or the CDOT [cost estimate form](#))
 - d. CDOT/RTD concurrence response (if applicable)
 - e. any required documentation based on the application text (i.e., FHWA emissions calculators)
 - f. project support letters and/or [Request for Peer Agency Support](#)
2. OPTIONAL: Submit **one additional** PDF document containing any supplemental materials, if applicable
3. REQUIRED: Submit a zipped GIS shapefile of your project. Requests for assistance with creating a shapefile should be submitted to tipapplications@drcog.org no later than June 3, 2022

Other Notable items:

- **TIP Trainings:** To be eligible to submit an application, at least one person from your agency must have attended one of the two mandatory TIP training workshops ([February 10](#) and [February 16, 2022](#))
- **CDOT/RTD Concurrence:** If required, [CDOT and/or RTD concurrence](#) must be provided with the application submittal. The CDOT/RTD concurrence request is due to CDOT/RTD no later than May 13, 2022, with CDOT/RTD providing a response no later than June 10, 2022. Submit requests to the following: CDOT Region 1 – JoAnn Mattson, joann.mattson@state.co.us; CDOT Region 4 – Josie Hadley, josie.hadley@state.co.us; RTD – Chris Quinn, chris.quinn@rtd-denver.com
- **If a submitted application in Call #1 was not funded,** and you wish to resubmit the same application for this call, please contact DRCOG at tipapplications@drcog.org. In these cases, we can unlock the application, change the title, and save the applicant work in the resubmittal process.
- **Application Data:** To assist sponsors in filling out the application, DRCOG has developed a TIP Data Tool to streamline quantitative analyses requested in the application. A link to the TIP Data Tool and instructions on how to use it are available on the [TIP Data Hub](#). Additionally, sponsors may download datasets to run their own analyses from this same site. Requests for additional data or calculations from DRCOG staff should be submitted to tipapplications@drcog.org no later than June 3, 2022
- **Project Affirmation:** The application must be affirmed by either the applicant’s City or County Manager, Chief Elected Official (Mayor or County Commission Chair) for local governments, or agency director or equivalent for other applicants
- **TIP Policy:** Further details on project eligibility, evaluation criteria, and the selection process are defined in the [Policies for TIP Program Development](#) document (a [quick-guide](#) is also available for reference)
- **Evaluation Process:** DRCOG staff will review submittals for eligibility and post to the DRCOG website (June 27-July 1). Applications and scoring sheets will then be provided to the individual subregional forums no later than July 1. The forums will then review, score, discuss, and rank the applications and provide a recommended funding list within the funding available by August 5. The forums’ recommendations will then be forwarded to the DRCOG committee process for incorporation into the adopted TIP
- If you have any questions or need assistance, reach out to us at tipapplications@drcog.org

APPLICATION FORMAT

The AQ/MM Subregional Share application contains two parts: *project information* and *evaluation questions*.

Project Information

Applicants enter **foundational** information for the *project/program/study* (hereafter referred to as *project*), including a problem statement, project description, and concurrence documentation from CDOT and/or RTD, if applicable. This section is not scored.

Evaluation Questions

This part includes four sections (A-D) for the **applicant to provide qualitative and quantitative responses** to use for scoring projects. The checkboxes and data entry fields should guide the applicant’s responses. They are not directly scored but provide context as reviewers consider the full response to each question. Applicants may access the TIP Data Tool and additional data resources which applicants may find useful [here](#).

Scoring Methodology: Each section will be scored on a scale of 0 to 5, relative to other applications received. All questions will be factored into the final score, with any questions left blank receiving 0 points. The four sections are weighted and scored as follows:

Section A. Subregional Impact of Proposed Projects 30%

Projects will be evaluated on the degree to which they address a significant regional or subregional problem or benefit people throughout the subregion. Relevant quantitative data should be included within narrative responses.

5	The project benefits will substantially address a major regional or subregional problem and benefit people and businesses in multiple subregions.
4	The project benefits will significantly address a major subregional problem primarily benefiting people and businesses in one subregion.
3	The project benefits will either moderately address a major subregional problem or significantly address a moderate -level subregional problem.
2	The project benefits will moderately address a moderate -level subregional problem.
1	The project benefits will address a minor subregional problem.
0	The project does not address a subregional problem.

Section B. Metro Vision Regional Transportation Plan Priorities50%

The TIP’s investments should implement the 2050 Metro Vision Regional Transportation Plan (2050 MVRTP) regional project and program investment priorities, which contribute to addressing the Board-adopted Metro Vision objectives and the federal performance-based planning framework required by the Federal Highway Administration and Federal Transit Administration as outlined in current federal transportation legislation and regulations. Therefore, projects will be evaluated on the degree to which they address the six priorities identified in the 2050 MVRTP: safety, active transportation, air quality, multimodal mobility, freight, and regional transit. It is anticipated that projects may not be able to address all six priorities, but it’s in the applicant’s interest to address as many priority areas as possible. Relevant quantitative data is required to be included within narrative responses. The table below demonstrates how each priority area will be scored.

5	The project provides demonstrable substantial benefits in the 2050 MVRTP priority area and is determined to be in the top fifth of applications based on the magnitude of benefits in that priority area.
4	The project provides demonstrable significant benefits in the 2050 MVRTP priority area.
3	The project provides demonstrable moderate benefits in the 2050 MVRTP priority area and is determined to be in the middle fifth of applications based on the magnitude of benefits in that priority area.
2	The project provides demonstrable modest benefits in the 2050 MVRTP priority area.
1	The project provides demonstrable slight benefits in the 2050 MVRTP priority area and is determined to be in the bottom fifth of applications based on the magnitude of benefits in that priority area.
0	The project does not provide demonstrable benefits in the 2050 MVRTP priority area.

Section C. Project Leveraging (“overmatch”) 10%
 Scores are assigned based on the percent of other funding sources (non-Subregional Share funds).

Score	% non-Subregional Share funds
5	60% and above
4	50-59.9%
3	40-49.9%
2	20-39.9%
1	10.1-19.9%
0	10%

Section D. Project Readiness 10%

Be sure to answer ALL questions. While “Yes” answers will generally reflect greater readiness, opportunities are given to provide additional details to assist reviewers in fully evaluating the readiness of your project.

5	Substantial readiness is demonstrated and all known obstacles that are likely to result in project delays have been mitigated.
4	Significant readiness is demonstrated and several known obstacles that are likely to result in project delays have been mitigated.
3	Moderate readiness is demonstrated and some known obstacles that are likely to result in project delays have been mitigated.
2	Slight readiness is demonstrated and some known obstacles that are likely to result in project delays have been mitigated.
1	Few mitigation or readiness activities have been demonstrated.
0	No mitigation or readiness activities have been demonstrated.

Project Information

1. Project Title		Smith Road Multimodal Design Project	
2. Project Location <i>Provide a map, as appropriate (see Page 1)</i>		Start point: Peoria Street End point: Powhaton Road OR Geographic Area:	
3. Project Sponsor <i>(entity that will be financially responsible for the project)</i>		City of Aurora	
4. Project Contact Person:			
Name	Carlie Campuzano	Title	Traffic Manager
Phone	303.739.7309	Email	ccampuza@auroragov.org
5. Required CDOT and/or RTD Concurrence: Does this project touch CDOT Right-of-Way, involve a CDOT roadway, access RTD property, or request RTD involvement to operate service?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, provide applicable concurrence documentation</i>
6. What planning document(s) identifies this project? <i>Provide link to document(s) and referenced page number if possible, or provide documentation in the supplement</i>	<input checked="" type="checkbox"/> DRCOG 2050 Metro Vision Regional Transportation Plan (2050 MVRTP) Provide MVRTP staging period, if applicable capital project:		
	<input checked="" type="checkbox"/> Local/Regional plan:	Planning Document Title: The Aurora Comprehensive Plan (Aurora Places) calls for an easy-to-use transportation network with multiple choices for travel that supports a strong economy, healthy community and flourishing environment. (https://www.auroragov.org/business_services/planning/plans_and_studies/comprehensive_plan page 94) Adopting agency (local agency Council, CDOT, RTD, etc.): Aurora City Council Provide date of adoption by council/board/commission, if applicable: Fall 2018	
	Please describe public review/engagement to date:	No public engagement has yet been completed for this project. Engagement would be completed in tandem with future design phases and prior to construction.	
	Other pertinent details:		
7. Identify the project's key phases and the anticipated schedule of phase milestones. (phases and dates should correspond with the Funding Breakdown table below)			
Phases to be included:	Major phase milestones:	Anticipated completion date (based on 9/21/2022 DRCOG approval date): (MM/YYYY)	
<u>FOR ALL PHASES</u>	Intergovernmental Agreement (IGA) executed (with CDOT/RTD; assumed process is 4-9 months)	05/2023	
<input checked="" type="checkbox"/> Design	Design contract Notice to Proceed (NTP) issued (if using a consultant):	08/2023	
	Design scoping meeting held with CDOT (if no consultant):		

<input type="checkbox"/> Environmental	Environmental contract Notice to Proceed (NTP) issued (if using a consultant):	<input type="checkbox"/>
	Environmental scoping meeting held with CDOT (if no consultant):	<input type="checkbox"/>
<input type="checkbox"/> Right-of-Way	Initial set of ROW plans submitted to CDOT:	<input type="checkbox"/>
	ROW acquisition completed: Estimated number of parcels to acquire:	<input type="checkbox"/>
<input type="checkbox"/> Construction	FIR (Field Inspection Review):	<input type="checkbox"/>
	FOR (Final Office Review):	<input type="checkbox"/>
	Required clearances:	<input type="checkbox"/>
	Project publicly advertised:	<input type="checkbox"/>
<input type="checkbox"/> Study	Kick-off meeting held after consultant NTP (or internal if no consultant):	<input type="checkbox"/>
<input type="checkbox"/> Bus Service	Service begins:	<input type="checkbox"/>
<input type="checkbox"/> Equipment Purchase (Procurement)	RFP/RFQ/RFB (bids) issued:	<input type="checkbox"/>
<input type="checkbox"/> Other:	First invoice submitted to CDOT/RTD:	<input type="checkbox"/>

8. **Problem Statement:** What specific subregional problem/issue will the transportation project address?

Smith Road is an important east-west roadway in northern Aurora. It is classified as an arterial roadway with a posted speed limit of 45 mph and varying cross sections, which generally consists of 2 to 4 travel lanes. Multimodal facilities are either nonexistent or substandard throughout the 9-mile long project area and the roadway runs parallel to railroad tracks which create a physical barrier, preventing users from accessing alternative multimodal facilities to the north.

As shown on Figure 1, Smith Road serves as a primary connector between the Peoria RTD Station, the Peoria-Smith Urban Center, several large employers along Smith Road, several neighborhoods to the south (Morris Heights, Sable Altura Chambers, and Tower Triangle), and two regional trails (the Sand Creek Greenway and the Highline Canal Trail). In addition, Smith Road transects several sub-areas identified for significant, future job growth and it is a half-mile north of the I-70 / Picadilly Interchange project.

Despite the important role the corridor plays from a connectivity standpoint now and more so in the years ahead, it currently lacks facilities to provide for safe, reliable, multimodal transportation. The primary issues / deficiencies are as follows:

- 1) Over 50 percent of the project corridor (both north and south sides) is lacking sidewalks.

Sidewalks on the south side of Smith Road are non-contiguous. They have primarily been constructed along the frontages of newer commercial properties but are altogether lacking in segments where development hasn't taken place or along older developments where development standards at that time did not require frontage improvements. Pedestrians therefore encounter a mixed environment transitioning between wide sidewalks (8-10 feet) and unimproved stretches of dirt, gravel, and debris.

There are no sidewalks on the north side of Smith Road in the project area. Pedestrians walking on that side of the roadway encounter a combination of narrow, paved shoulders and extended areas of dirt / gravel subject to the collection of water, snow, mud and debris. There is also a drainage ditch along much of the north side, located approximately 2 - 4 feet from edge of pavement depending on location.

- 2) For 90 percent of the project corridor there are no designated bicycle facilities on either side of the roadway. Bicyclists are permitted to use the travel lanes and sidewalks but no facilities are dedicated to bicycle travel aside from a 1-mile section with bike lanes just east of Picadilly. Further, where paved shoulders do exist, they are discontinuous and the majority are less than 3-feet wide, providing limited separation from vehicles, many of which are large commercial trucks serving the manufacturing and warehousing uses on the corridor.

- 3) There are seven bus stops on the project corridor serving RTD's Route 37 bus with stops on the north side of Smith Road leaving riders alighting a bus without connections to a sidewalk or improved shoulder. Riders must wait for a gap in traffic, standing immediately adjacent to the vehicle travel lane where heavy, high speed vehicles travel, before crossing in unprotected locations to get to a sidewalk or shoulder on the south side of Smith Road. Several businesses on Smith Road have contacted the City of Aurora expressing safety concerns for employees who take the Route 37 bus and have no protected crossing points.

- 4) The corridor is identified in the Denver Regional Council of Governments' (DRCOG) 2050 Regional Vision Zero Plan as part of the high-injury network, and it intersects with two critical corridors (Peoria and Chambers), which are defined as those where the highest density of fatal and injury crashes occur throughout the region. The project is also identified in Table 3.1 of the 2050 Regional Transportation Plan (Active Transportation Projects and Programs) as Smith Road bicycle / pedestrian facilities, Peoria Street to Powhaton Road, new shared-use path.

- 5) Due to the industrial and warehousing uses along Smith Road and in close proximity, there is a high number of large, commercial trucks that use the corridor. This contributes to a higher level of traffic stress for bicycles and

pedestrian traveling on the corridor with the existing substandard or nonexistent bicycle or pedestrian facilities. Vehicular truck counts were conducted in May 2022 for AM and PM peak hours along Smith Road at the intersections with Picadilly Road, Tower Road, and Chambers Road. For the AM peak, on average, 13 percent of all vehicles counted were heavy vehicles. For the PM peak, on average, 10 percent of all vehicles were heavy vehicles. This included 362 and 452 articulated trucks, respectively.

When compared to 2020 CDOT data for similar roadway types in the DRCOG region, 13 and 10 percent is a high count for heavy vehicles. The CDOT data quantifies the percent of all vehicles recorded that were trucks during peak and off-peak hours. To be conservative, the higher (off-peak) totals were used for a comparison with Smith Road. Across the 29 locations where counts were taken by CDOT, the average percent of trucks recorded was 4 percent. The data reinforces what was encountered during field work completed for this application; Smith Road carries a comparatively high number of trucks, affirming the need for facilities and separation that increase the comfort and safety of vulnerable users including bicyclists, pedestrians, and transit patrons.

6) With only a few exceptions where intersection curb ramps have been improved in conjunction with at-grade crossings of RTD’s A line, the majority of the existing curb ramps along the project corridor don’t meet ADA standards to accommodate users with disabilities.

In summary, the project corridor is bordered by the Peoria Station, the Peoria-Smith Urban Center, thousands of existing jobs, sub-areas identified for robust, future job growth, and two DRCOG-designated active transportation corridors (the Highline Canal Trail and Sand Creek Regional Greenway). Consistent with the transportation goals of MetroVision and the City of Aurora, this should be a corridor that encourages walking, bicycling, and the use of transit through the provision of safe and reliable facilities. However, it currently does not and without the proposed improvements, this corridor will fail to support regional and local transportation goals. Deficient infrastructure and a lack of connections need to be addressed if this corridor is to serve current and future employees, residents, customers and other visitors of all ages and abilities, some of whom are entirely or mostly reliant on walking, bicycling, bus, or rail as their primary mode of transportation.

9. Identify the project’s **key elements**. A single project may have multiple project elements.

Roadway

Operational Improvements

Grade Separation

- Roadway
- Railway
- Bicycle
- Pedestrian

Regional Transit¹

- Rapid Transit Capacity (2050 MVRTP)
- Mobility Hub(s)
- Transit Planning Corridors
- Transit Facilities/Service (Expansion/New)

Safety Improvements

Active Transportation Improvements

- Bicycle Facility
- Pedestrian Facility

Air Quality Improvements

Improvements Impacting Freight

Multimodal Mobility (i.e., accommodating a broad range of users)

Complete Streets Improvements

Study

Other, briefly describe: Improving existing RTD bus stops for Route # 37.

¹For any project with transit elements, the sponsor must coordinate with RTD to ensure RTD agrees to the scope and cost. Be sure to include RTD's concurrence in your application submittal.

10. Define the **scope and **specific elements** of the project (including any elements checked in #9 above). ***DO NOT** include scope elements that will not be part of the DRCOG funded project or your IGA scope of work (i.e., adjacent locally funded improvements or the project merits and benefits). Please keep the response to this question tailored to details of the scope only and no more than five sentences.***

To address the multiple deficiencies identified above in the Problem Statement, the project includes 60 percent design of roadway and multimodal safety and access improvements on a 9-mile section of Smith Road between Peoria Street on the west and Powhatan Road on the east. This project is primarily intended to provide multimodal access for vulnerable roadway users, but in order to design them, the ultimate roadway design needs to be included in this effort. Preparing the full design will enable the pedestrian and bicycle facilities to be located in their final configuration which will eliminate reconstruction and “throw-away” of physical improvements in the future.

Key project elements include a two-way bi-directional cycle track and 8-foot sidewalk from Peoria to Chambers, an 8-foot sidewalk and 4-foot paved shoulder from Chambers to Picadilly, and a 14-foot shared use path from Picadilly to Powhatan. A conceptual design has already been prepared for a portion of the corridor and is included as Attachment 2; the typical section changes throughout the corridor based on existing land uses and multimodal needs, and has been revised from the typical standards shown in the City's 2016 Roadway Design and Construction Standards Manual to provide consistency along the corridor.

11. What is the current status of the proposed scope as defined in Question 10 above? *Note that overall project readiness is addressed in more detail in Section D below.*
Conceptual design work has been completed for improvements on Smith Road between Peoria and Picadilly. This work has been used to quantify the estimated cost for 60 percent design work and the amount of requested funding.

A revised typical section has been identified which would provide consistency along the project corridor for bicycle and pedestrian facilities and roadway alignment for the entire 9-mile segment.

12. Would a smaller DRCOG-allocation than requested be acceptable, while maintaining the original intent of the project?

Yes No

*If yes, smaller meaningful limits, size, service level, phases, or scopes, along with the cost, **MUST** be defined.*

Smaller DRCOG funding request:

Outline the differences between the scope outlined above and the reduced scope:

Total amount of Subregional Share Funding Request (in \$1,000's) <i>(No less than \$100,000 and not to exceed 90% of the total project cost)</i>		\$4,500	90.00% of total project cost
<input type="checkbox"/> Check box if requesting only state MMOF funds (requires minimum 50% local funds) ¹			
Match Funds (in \$1,000's) List each funding source and contribution amount.		Contribution Amount	% Contribution to Overall Project Total
City of Aurora		\$500	10%
		\$	0%
		\$	0%
		\$	0%
		\$	0%
		\$	0%
Total Match <i>(private, local, state, another subregion, or federal)</i>		\$500	10.00%
Project Total		\$5,000	
Notes:	1. Per CDOT action, the following jurisdictions are only required to provide 25% match on the MMOF funds: Englewood, Jamestown, and Wheat Ridge. The following jurisdictions are not required to provide a match on the MMOF funds: Federal Heights, Lakeside, Larkspur, Sheridan, and Ward. All sponsors will still be required to have 20% match on any added federal funds.		

Funding Breakdown (in \$1,000s) (by program year)¹ (Total funding should match the Project Total from above)

	FY 2023	FY 2024	FY 2025	Total
DRCOG Requested Funds	\$750,000	\$3,750,000	\$	\$4,500,000
CDOT or RTD Supplied Funds²	\$	\$	\$	\$0
Local Funds (Funding from sources other than DRCOG, CDOT, or RTD)	\$75,000	\$425,000	\$	\$500,000
Total Funding	\$825,000	\$4,175,000	\$0	\$5,000,000
Phase to be Initiated	Design	Design	Choose an item	
Notes:	<ol style="list-style-type: none"> 1. Fiscal years are October 1 through September 30 (e.g., FY 2023 is October 1, 2022 through September 30, 2023). The proposed funding plan is not guaranteed if the project is selected for funding. While DRCOG will do everything it can to accommodate the applicants' request, final funding will be assigned at DRCOG's discretion within fiscal constraint. Funding amounts must be provided in year of expenditure dollars using a recommended 3% inflation factor. 2. Only enter funding in this line if CDOT and/or RTD specifically give permission via concurrence letters or other written source. 			
Affirmation:	By checking this box, the applicant's Chief Elected Official (Mayor or County Commission Chair/City or County Manager/Agency Director) has certified it allows this application to be submitted for potential DRCOG-allocated funding and will follow all local, DRCOG, state, and federal policies and regulations if funding is awarded. <input checked="" type="checkbox"/>			

Evaluation Questions

A. Subregional Impact of Proposed Project

WEIGHT

30%

Provide **qualitative and quantitative** responses to the following questions on the regional impact of the proposed project. Be sure to provide all required information for each question. Quantitative data from DRCOG is available [here](#).

1. Why is this project subregionally important? Relevant quantitative data in your response is required.

This project is important because the proposed improvements along Smith Road will provide safe and reliable multimodal facilities on a corridor where they are needed for current and future users. In its current form, the shortage of well-connected facilities along Smith Road fail to encourage walking, bicycling, and the use of transit.

1. Safety - Smith Road is identified in DRCOG's 2050 Regional Vision Zero Plan as being on the high-injury network, and it intersects with two streets (Chambers and Peoria) that are identified as critical corridors. Critical corridors are defined as those in the region where the highest density of fatal and injury crashes occur. Only 9% of roads in the region are on the high-injury network and only 1.5% are critical corridors. The addition of a cycle track, continuous sidewalks, improved shoulders, a shared use path, improved lighting, and protected mid-block crosswalks at existing bus stops will provide much needed safety improvements for bicyclists, pedestrians, and transit patrons on the corridor.

2. Mobility for All Ages – Thirty (30) percent of the residents (or 6,156) within a half-mile of the project corridor are between the ages of 5-17, or 65 and older. Youth below the age of 16 can't drive and it's expected that some seniors don't drive or drive on a limited basis due to impairments, disability, or limited income. The proposed improvements on Smith Road will increase transportation access for these residents by providing facilities that don't require a (privately owned) motor vehicle for everyday mobility.

3. Access to Employment - There are currently over 46,000 jobs located within a half-mile, or 10-minute walk, of the project corridor, with many of those located on Smith Road. By 2050, it's projected the number of jobs will exceed 68,000. As shown on Figure 1, the project corridor transects or is in close proximity to multiple sub-areas that will encompass thousands of jobs in the years ahead. Given that many of the jobs involve manufacturing and warehousing, many of these employees need to be on-site for their work. They are not able to work remotely. Providing the facilities that enable current and future employees to walk, bike, or take the bus between their jobs and the Peoria Station will become increasingly important as the number of jobs in the area, and subsequent demand for mobility, increases.

4. Transportation Equity – Approximately 10 percent of all households (614 households) within a half-mile of the project corridor only have access to 1 or fewer motor vehicles. Residents of these households however, particularly those with two or more working adults, still need to access jobs, services, school, etc. For residents with limited or no access to a motor vehicle who travel on Smith Road, the provision of a cycle track, continuous sidewalks, a widened shoulder, a shared use path, crosswalk connections to RTD bus stops, and overhead lighting will significantly improve everyday mobility options for them and members of their households.

Furthermore, thirty one (31) percent of the households within a half-mile of the project corridor are housing cost burdened, meaning they spend more than 30 percent of their gross annual income on housing. The rising cost of gasoline and diesel coupled with inflation is contributing to a growing financial burden on these households and many others in the region. These households, especially, need transportation options that don't require owning, operating, and maintaining a private vehicle. The proposed improvements on Smith Road will help provide these options by making walking, bicycling, and taking transit a safer and more viable, everyday option.

Finally, a key consideration related to transportation equity is employees' annual wages in relation to their transportation costs. As previously noted, several of the employees along Smith Road work in the warehousing and light manufacturing sectors. According to the Bureau of Labor Statistics, the 2021 Median Pay for Hand Laborers and Material Movers is \$30,320. This aligns with the outcomes of a survey that 273 employees along the Smith Road corridor responded to in the spring of 2020. Sixty percent of employees who responded had an annual household income of less than \$46,500 and over 35 percent had annual household incomes (before taxes) of less than \$38,500.

According to the American Automobile Association (Triple A), the annual cost of owning and operating a singular motor vehicle in 2021 was \$9,666. In comparison, the annual cost of a regional RTD pass is \$2,400, which allows pass holders to ride any bus or rail route within the RTD system.

For lower wage earners who work along Smith Road now and for those in the future, having reliable access to alternative, less expensive modes of transportation will make a significant difference in relation to what they actually earn. For example, for a warehouse laborer earning \$35,000/ year, owning and operating a private vehicle would require 27 percent of his / her income whereas an annual transit pass would only account for 7 percent. Providing safe and reliable access to transit along Smith Road, including the Peoria Station, is therefore a key factor when considering transportation equity and what lower wage employees along the corridor are able to earn.

5. Advancing local and regional goals – The proposed improvements will advance several transportation goals set forth in DRCOG's Metro Vision Plan and City of Aurora's Comprehensive Plan (Aurora Places). Each plan envisions a well-connected, multimodal transportation system that provides all residents and employees of the city and region, respectively, with reliable, safe, and accessible transportation options, regardless of age, physical ability, or income. The improvements on Smith Road will advance the shared vision and help the city and region meet those goals through the addition of facilities that better enable residents and employees to walk, bicycle, take the bus, light rail, or commuter rail for everyday trips.

2. How will the proposed project address the specific transportation problem described in the **Problem Statement (as submitted in Project Information, #8)? Relevant quantitative data in your response is required.**

In its current condition, Smith Road fails to accommodate multimodal travel and is unsafe for non-vehicular modes of travel. Despite the connection to Peoria Station and the Peoria-Smith Urban Center to the west, sidewalks are discontinuous or non-existent and there are no dedicated bicycle facilities on 90 percent of the corridor, which carries a high volume of heavy, commercial trucks. Some existing curb ramps are not ADA compliant, and existing bus stops on the north side of Smith Road are disconnected from the south side of the road due to a lack of crosswalks. When a passenger gets off at a stop on the north side of Smith Road they are bound by a ditch to their north, heavy, high-speed vehicles traveling the corridor to their south, and no comfortable means of traveling east or west along the road since shoulders are generally dirt or gravel and 3 feet in width. As such, a passenger will wait on a 3-foot uneven shoulder, which puts them in conflict with bicycle traffic and adjacent to high speed traffic, waiting for a gap before crossing Smith Road at an unprotected crossing. This project will address these issues through the following:

1. Cycle Track (Peoria to Chambers). Slightly north of the adjacent westbound lanes, a new 13-foot wide bi-directional cycle track will be designed for this 2-mile segment of the corridor on the north side of the road. With proper cautionary markings and signage, the cycle track's surface could also serve as a bus pad where passengers on the Route 37 bus could board and alight.
2. Paved and Widened Shoulder (Chambers to Powhatan). A continuous, 4-foot paved shoulder will be designed for the north side of Smith Road for this 7-mile segment of the corridor. Current conditions consist of either a narrow, paved shoulder or dirt and gravel. A consistent and continuous facility will improve conditions for both

bicyclists and pedestrians. While 4-feet from edge of the travel lane comparatively provides limited separation from motorized traffic, it will be a notable improvement in relation to the existing condition.

3. Sidewalks (Peoria to Picadilly) – The project will design for continuous 8-foot wide sidewalks on the south side of Smith Road between Peoria Street and Picadilly Road, which is a 6-mile segment. Currently, sidewalks in this segment are discontinuous. Some have been constructed in association with commercial development, however other portions of this segment have no sidewalks and the edge of road is defined by narrow shoulders or unimproved dirt areas subject to pooling, mud, snow, etc. While primarily intended for pedestrians, eastbound bicyclists not wishing to use the travel lane could ride on the new sidewalks.

4. Shared Use Path (Picadilly to Powhaton)– The project will design for a 14-foot wide shared use path on the south side of Smith Road from Picadilly to Powhaton, which is a three mile segment. Design will also consider where, for this segment, a landscape buffer could be added to separate the path from the adjacent eastbound travel lanes.

5. Mid-Block Crossings - There are 7 bus stops for the Route 37 bus along Smith Road between Peoria and Sable. None of these are accompanied by a cross walk that passengers can use to get across Smith Road. The project will examine stop locations, determine whether a crosswalk facility was warranted at these locations, and what type of crosswalk will be appropriate to maximize passenger safety.

6. Curb Ramp Upgrades – Design work will include upgrades to any curb ramps that currently do not meet ADA standards.

7. Wayfinding - There is currently no wayfinding signage on the corridor to provide bicyclists and pedestrians with direction and distance information to key destinations such as the Peoria Station, the Sand Creek Regional Greenway, or Star K Ranch Park. Project design will identify what types of bicycle / pedestrian - oriented wayfinding on the corridor will be appropriate and plans will show approximately where signs could be placed to enhance multimodal connectivity and encourage travel by walking or bicycling.

8. Lighting – Adequate lighting of the new facilities will be essential for safe usage and reducing the potential for crashes. As such, existing lighting will be examined along the project corridor. Where the types / levels of illumination are identified as inadequate, the design work will recommend location and type where retrofit or new lighting should be added to enhance safety along the roadway, including the cycle track, improved sidewalks and shoulders.

3. Does the proposed project benefit multiple municipalities and/or subregions? If yes, which ones and how? Also describe any funding partnerships (*other subregions, regional agencies, municipalities, private, etc.*) established in association with this project.

Yes, as noted in response to Question 1, the project corridor and the half-mile area surrounding it encompasses over 46,000 jobs and that total is expected to increase to over 68,000 in the next 30 years. Employees filling these jobs reside throughout the DRCOG region. The proposed improvements on Smith Road will significantly improve multimodal travel options for these employees. It will improve their ability to get to and from the Peoria Station, the stops for the Route 37 bus, the Sand Creek Regional Greenway Trail and Highline Canal Trail. This enhanced access for thousands of employees will benefit any county or municipality in which those employees live or work by improving the quality of life and access to opportunity for residents living, working or traveling through the corridor.

These improvements will also benefit the 6,200 households within ½ mile of the corridor, and more specifically the 10 percent of households with access to only 1 or fewer cars as these improvements will provide access to Peoria Station and opportunity for access to employment, shopping, and medical care within Smith-Peoria Urban

Center and the greater DRCOG region. Looking more broadly, 2019 data indicates that approximately 48 percent of all households within a half-mile of the R (light rail) line have only one vehicle.

Better enabling people with limited access to (private) vehicles to easily travel to jobs, healthcare, retail, and services across multiple cities and counties strengthens the region's overall tax base and economy.

4. Describe how the project will improve access and mobility for each of the applicable disproportionately impacted and environmental justice population groups identified in the table below. This data is available in the TIP Data Tool.

Completing the below table and referencing relevant quantitative data in your response is required.

	DI and EJ Population Groups	Number within ½ mile	% of Total	Regional %
Use 2015-2019 American Community Survey Data <i>(In the TIP Data Tool, use a 0.5 mile buffer)</i>	a. Total population	20,786	-	-
	b. Total households	6,264	-	-
	c. Individuals of color	15,229	73%	33%
	d. Low-Income households	562	9%	9%
	e. Individuals with limited English proficiency	1,835	9%	3%
	f. Adults age 65 and over	1,650	8%	13%
	g. Children age 5-17	4,506	22%	16%
	h. Individuals with a disability	1,356	7%	9%
	i. Households without a motor vehicle	224	4%	5%
	j. Households that are housing cost-burdened	1,939	31%	32%

For Lines c. – i. use definitions in the [DRCOG Title VI Implementation Plan](#). For Line j., as defined in C.R.S. 24-38.5-302(3)(b)(I): “‘cost-burdened’ means a household that spends more than thirty percent of its income on housing.”

Describe how this project will improve access and mobility for each of the applicable groups, *including the required quantitative analysis:*

Nearly one-third (31%) of households within a half-mile of the project corridor are housing cost-burdened (paying more than 30% of household income for housing). Four (4) percent of households don't have access to a motor vehicle. Approximately 10 percent have access to only 1 or fewer cars. For these cost-burdened households and residents, access to affordable transportation options that don't require a motor vehicle is very important, especially in light of inflationary pressures and rising fuel costs. For these people, the improvements on Smith Road will provide that transportation choice, and enhance their ability to walk, bike, or take the bus to / from jobs along Smith Road. The improved multimodal access to the Peoria Station, and the two regional trails (Sand Creek and Highline) will also enhance their ability to reliably reach jobs and services elsewhere in the region.

Taken together, 30 percent of the residents within a half-mile of the project corridor are between the ages of 5-17 and 65 and over. Furthermore, 7 percent of residents have a disability. Youth up to the age of 16 can't drive and some seniors and residents with disabilities may be unable to drive. The proposed facilities along Smith Road will provide these residents with the ability to more comfortably and safely walk, bike, or use a mobility assistance device for reaching their destinations on the corridor or elsewhere in the region.

5. How will this project move the region toward achieving the shared [regional transportation outcomes](#) established in [Metro Vision](#)?

- Improve the diversity and livability of communities. Seventy-three (73) percent of the people residing within a half-mile of the project corridor are individuals of color. As indicated in the preceding table, that is 40 percent higher than the total for the entire DRCOG region, which is 33 percent. For these residents, the project will increase multimodal access along Smith Road to the regional transit system, residences, jobs, parks, and trails. The ability of these residents to safely travel along the project corridor in a variety of ways encourages ongoing investment and will positively contribute to the overall livability of the project area.

- **Contain urban development in locations designated for urban growth and services.** The project will occur along an existing road in an urbanized area that has already been developed or is planned for development and is served by existing services (i.e. utilities and emergency response services). In addition, as shown in Figure 1, Smith Road (within the project area) transects or is in close proximity to multiple sub-areas that the City has designated for future job growth.
- **Increase housing and employment in urban centers.** The immediate project corridor does not include housing and although it does not include long-term employment-generating uses, it will improve transportation options within and adjacent to the Peoria-Smith Urban Center. The provision of new sidewalks, a bi-directional cycle track, and a shared use path where they don't currently exist will enhance employees' ability to get to and from their jobs within the Center. For existing and prospective employers within or near the Center, this increased accessibility could be an incentive to grow jobs at an existing business or start a new business.
- **Improve and expand the region's multimodal transportation system, services, and connections.** This is the heart of the project. The improvements on Smith Road will provide multimodal connections to the Peoria Station, which serves the R Line (Light Rail), the A Line (Commuter Rail), and four RTD bus routes, thus reducing vehicle dependency. Currently, accessing the station from the east along Smith Road is challenging for pedestrians and bicyclists due to a lack of infrastructure. There are no bicycle-designated facilities and no sidewalks on the north side of the road. Sidewalks on the southern side contain many missing links. The project will also evaluate the potential for new protected, mid-block crossings on Smith Road where Route 37 bus stops exist but there are no connections to sidewalks, shoulders or paths of any kind. Taken together, the project will result in a more cohesive and connected multimodal system and significantly enhance access to services for residents and employees.
- **Operate, manage, and maintain a safe and reliable transportation system.** The improvements will enhance the safety and reliability of the transportation system in the project area. The provision of a continuous sidewalk on the south side of Smith Road, currently defined by several missing links, and the installation of a cycle track and improved shoulder on the north side will notably increase reliability on a corridor where these facilities are currently deficient or non-existent. Additionally, the addition of mid-block crossings will enhance the safety of the system for users along the corridor, especially passengers traveling on the Route 37 bus.
- **Improve air quality and reduce greenhouse gas emissions.** Affording residents, employees, and customers the ability to comfortably bike, walk, or take transit along Smith Road and also connect to regional transit and trails increases the opportunity to divert vehicle trips to other modes, thus reducing impacts on air quality and greenhouse gas emissions. More detailed, quantitative emission reduction estimates are provided later in this application.
- **Connect people to natural resource and recreational areas.** Smith Road is only 0.25-mile from the 250-acre Star K Ranch Park, which includes hiking trails, picnic areas, and the Morrison Nature Center. The park includes a direct connection to the Sand Creek Regional Greenway Trail: a 13-mile multi-use trail and natural area that links Denver, Aurora, and Commerce City. The park also provides a direct connection to the Highline Canal Trail, which is a 71-mile shared use trail spanning 11 jurisdictions. The improvements along Smith Road will enable residents, employees, and visitors to more comfortably and safely use it to connect to these natural and recreational amenities.
- **Reduce the risk of hazards and their impact.** The project will increase transportation options in the project area and increase separation between high speed, commercial vehicles and other multimodal users of the road. As previously noted, approximately 10 percent of households within a half-mile of the project corridor only have access to one or fewer vehicles. For residents of these households, their improved ability to move throughout the project area or evacuate from it on foot, by bike, by scooter, etc. could reduce the risk that some may face during a hazardous event. The new facilities would also better equip employees along Smith Road to evacuate by foot or bicycle in the event that car travel was inaccessible during an emergency.
- **Increase access to amenities that support healthy, active choices.** The improvements on Smith Road will significantly enhance access from the project corridor to the Star K Ranch Park, the Sand Creek

Regional Greenway Trail, and the Highline Canal Trail. The improvements will also enhance access to the existing 0.90-mile bike lane on Baranmor Parkway to the south in the Morris Heights Neighborhood and the city's designated north-south bike route on Sable Boulevard.

- **Improve transportation connections to health care facilities and service providers.** The proposed improvements on Smith Road will be 1.35 miles from the Fitzsimmons Medical Campus, which includes the Children's Hospital Colorado, the University of Colorado Hospital, and the Rocky Mountain Regional VA Medical Clinic. The proposed improvements will significantly enhance access to the Peoria Station and RTD's R Line which has a stop on the southeast edge of the campus.
- **Diversify the region's housing stock.** The project would not include the design or construction of any new housing.
- **Improve access to opportunity.** As previously noted, there are currently over 46,000 jobs within a half-mile of the project corridor. Many of them are jobs in light industrial, warehousing, and manufacturing and are located on the south side of Smith Road. For current employees and the 22,000 more projected by 2050, the proposed improvements will significantly improve access to job opportunities, especially those who have limited or no access to a private automobile. Furthermore, the enhanced connectivity to / from the Peoria Station, the Sand Creek Regional Greenway Trail, and Highline Canal Trail will increase access to opportunities for the 6,200 households in the project area, throughout the DRCOG region.
- **Improve the region's competitive position.** The ability of our region's employees to reliably and safely get to their places of employment by a variety of modes is a cornerstone to improving the region's competitive position. The proposed improvements will significantly improve that reliability and multimodal safety in an area forecasted to encompass over 68,000 jobs by 2050.

6. Describe how the project will improve access to and/or connectivity between DRCOG-defined urban centers, multimodal corridors, mixed-use areas, Transit Oriented Development (transit near high-density development), or locally defined priority growth areas. Items marked with an asterisk (*) below are available in the TIP Data Tool.

- Is there a DRCOG designated urban center within ½ mile of the project limits?*
- Yes No If yes, please provide the name: [Peoria - Smith](#)
- Does the project connect two or more urban centers?*
- Yes No If yes, please provide the names:
- Is there a transit stop or station within ½ mile of the project limits?*
- Bus stop: Yes No If yes, how many? [7](#)
- Rail station: Yes No If yes, how many? [1](#)
- Is the project in a locally-defined priority growth and development area?
- Yes No
- If yes, provide a link to the relevant planning document: [See map on page 62. https://cdn5-hosted.civiclive.com/UserFiles/Servers/Server_1881137/Image/Business%20Services/Planning/Aurora%20Places/Aurora%20Places%20Comp%20Plan%20Adopted%202018%20MQ%20-%20Bookmarked.pdf](https://cdn5-hosted.civiclive.com/UserFiles/Servers/Server_1881137/Image/Business%20Services/Planning/Aurora%20Places/Aurora%20Places%20Comp%20Plan%20Adopted%202018%20MQ%20-%20Bookmarked.pdf)
- If yes, provide how the area is defined in the relevant planning document: [The project corridor is within the Aerotropolis Strategic Development Area. As stated on page 63 of the Aurora Places Comprehensive Plan, 'aerotropolis is a dynamic, urban place in which the layout, infrastructure, and economy center around the airports. An aerotropolis is more than any single development, it is largely characterized by a collection of transportation-linked businesses and supporting industrial and commercial development. However, appropriately-located residential, retail and restaurants will also be included.'](#)
- Is the project in an area with zoning that supports compact, mixed-use development patterns and a variety of housing options?
- Yes No If yes, please provide the zoning district designation(s): [The project corridor touches one parcel that's zoned as Mixed Use Corridor District \(at the southwest corner of the Smith/ Tower Road intersection\), but it's otherwise within industrial zoning districts.](#)

Provide households and employment data*	2020	2050
Households within ½ mile	6,264	18,664
Jobs within ½ mile	46,318	68,983
Household density (per acre) within ½ mile	0.44	0.98
Job density (per acre) within ½ mile	4.47	6.45

Describe how this project will improve access to and/or connectivity between the above identified areas, *including the required quantitative analysis:*

[In comparison to current conditions, the project will significantly improve multimodal connectivity between the Peoria-Smith Urban Center, the Peoria Station, four employment nodes, and approximately 6,000 households within the Morris Heights, Sable / Altura / Chambers and Triangle Park neighborhoods. Figure 1 shows how Smith Road relates to each of these and how the improvements will enhance multimodal access to / from them.](#)

[Notably, the number of households within a half-mile of the project corridor is projected to increase nearly 200 percent by 2050. The improvements will provide safe and reliable multimodal options for those \(future\) households.](#)

[The western end of the project area overlaps with part of the Peoria-Smith Urban Center. The improvements will enhance access to / from the Center for employees working in the Smith Road corridor and residents in the vicinity, especially those of the Morris Heights Neighborhood, which is closest to the Center.](#)

The improvements will significantly improve multimodal connectivity and access to / from RTD's Peoria Station which is served by RTD's A Line (Commuter), R Line (Light Rail), and four bus lines including Routes 37, 45, 121, and 153. There is currently a short segment of shared use path to the station that crosses underneath Peoria Street, however just east of Peoria, there are no sidewalks or bicycle facilities on either side of Smith Road that lead into and connect with the path.

The Route 37 bus travels along Smith Road and has seven existing stops on the project corridor. The project will determine the optimal type and location of crosswalks at these stops for passengers crossing Smith Road.

7. Describe how this project will improve **access** and **connections** to key employment centers or regional destinations, including health services; commerce, educational, cultural, and recreational opportunities; or other important community resources. In your answer, define the key destination(s) and clearly explain how the project improves **access** and/or **connectivity**.

As noted in response to Question 6, the improvements on Smith Road will improve access to jobs and services within the Peoria-Smith Urban Center and along Smith Road. Specifically, the project will improve multimodal access to several major employment nodes on the corridor including Majestic Commerce Center (Smith & Himalaya), Aurora Commerce Center and Eastgate Industrial Park (both at Smith & Picadilly). Together, these contain industrial, logistics, commercial, retail and mixed use developments where thousands of jobs currently exist and thousands more are forecasted for the years ahead. Furthermore, the project will improve multimodal connections to the future I-70 & Picadilly interchange.

In addition, the improvements will enhance multimodal connectivity to the Star K Ranch Park, just 0.25-mile south of the project corridor. The park provides direct connections to the Sand Creek Regional Greenway Trail and the Highline Canal Trail and it's home to the Morrison Nature Center, picnic areas, and walking/hiking trails. Improvements along Smith Road will improve peoples' ability to safely and comfortably access the the park, the trails, and the nature center by walking or bicycling.

Lastly, through enhancing access to the Peoria Light Rail Station, the project will also indirectly improve access to the Fitzsimmons Medical Campus, which is 1.35 miles away from the project corridor. The R Line, which stops at the Peoria Station, also has a stop on the southeast edge of the campus. Enabling people to more safely and reliably access the Peoria Station will improve their ability to access care, services, and jobs on the campus.

More broadly, improved access to and from regional transit will enhance residents' access to cultural, recreational, entertainment, and healthcare destinations throughout the region. These may include but aren't limited to museums, concert venues, parks, sports venues, healthcare facilities, etc. that are within convenient walking or bicycling distances of transit stops outside the project area.

B. MVRTP Priorities

WEIGHT

50%

- **Qualitative and quantitative** responses are **REQUIRED** for the following items on how the proposed project contributes to the project and program investment priorities in the adopted 2050 Metro Vision Regional Transportation Plan. To be considered for full points, you must fully answer all parts of the question, including incorporating quantitative data into your answer. (see scoring section for details). Quantitative data from DRCOG is available [here](#).
- Checkboxes and data tables help to provide context and guide responses, but do not account for the full range of potential improvements and are not directly scored, but are required to be completed.
- Not all proposed projects will necessarily be able to answer all questions, however it is in the applicant's interest to address as many priority areas as possible.

Multimodal Mobility

Provide improved travel options for all modes.

(drawn from [2050 MVRTP priorities](#); [federal travel time reliability, infrastructure condition, & transit asset management performance measures](#); & [Metro Vision objective 4](#))

Examples of Project Elements: combinations of improvements that support options for a broad range of users, such as complete streets improvements, or a bicycle/pedestrian access to transit, etc.

How does this project help increase mobility choices for people, goods, and/or services? Note that any roadway operational improvements must be on the DRCOG [Regional Roadway System](#) and/or [Regional Managed Lanes System](#).

- What modes will project improvements directly address?
 Walking Bicycling Transit Roadway Operations Other: [Wheelchairs](#)
- List the elements of this project which will address the above modes (i.e., sidewalk, shared use path, bus stop improvements, signal interconnection, etc.): [Additional lighting](#), [new sidewalks](#), [bi-directional cycle track](#), [improved roadway shoulder](#), [shared use path](#), [auxiliary lane improvements](#), [traffic signal improvements](#), [ADA improvements](#), [possible crosswalks at bus stops](#) and [wayfinding signage to guide pedestrians and bicyclists to key destinations](#).
- Will the completed project be a complete street as described in the [Regional Complete Streets Toolkit](#)? This data is available in the TIP Data Tool.
 Yes No If yes, describe how it implements the Toolkit's strategies in your response.
- Does this project improve travel time reliability?
 Yes No
- Does this project improve asset management of active transportation facilities and/or transit vehicle fleets?
 Yes No
- Does this project implement resilient infrastructure that helps the region mitigate natural and/or human-made hazards?
 Yes No

Describe how this project increases mobility choices for all users, *include quantitative information, including any items referenced above, in your response:*

Smith Road (between Peoria and Powhatan) is classified in DRCOG's Regional Complete Streets Toolkit as an Industrial Street. According to the toolkit, modal priorities for pedestrians, bicyclists, and transit passengers are high, medium, and low, respectively. Given the industrial nature of the corridor and its importance in relation to the movement of freight, trucks and cars are assigned a high modal priority. The proposed improvements are consistent with these priorities.

Pedestrian access and safety will be improved through the design of continuous sidewalks where they are currently discontinuous or absent altogether on the south side along with 7.5 foot buffers between sidewalks and travel lanes from I-70 to Powhatan. Bicyclist access, safety, and comfort will be improved through the design and construction of an off-street, bi-directional cycle track (between Peoria and Chambers), a continuous 4-foot shoulder (between Chambers and Picadilly) on the north side of the road, and a 14-foot shared use path (between Picadilly and Powhatan) on the south side of the road.

The design process will also examine whether crosswalks could be added at the seven existing bus stop locations on Smith Road to provide transit passengers with facilities for crossing, and whether wayfinding signage could be added to orient bicyclists, pedestrians, and passengers to key destinations including the Peoria Station, major employers, the Star K Ranch Park, the Highline Canal Trail, etc. In addition, the adequacy of existing lighting will be assessed through the design process and where types / levels of lighting are deemed inadequate, recommendations for improvements will be made.

The improvements that will be designed under this project are intended to serve and benefit all ages, abilities and income-levels. As indicated in response to Question 4 in Section A, notable percentages of residents on and within a half-mile of the project corridor fall within Disproportionately Impacted and Environmental Justice population groups. These residents, in comparison, are those most likely to benefit from the improvements that will be designed under the project. They include those listed below. Percentages are of the total population within a half-mile of the project corridor.

- Individuals of color (73 percent)
- Low income households (9 percent)
- Individuals with limited English proficiency (9 percent)
- Adults age 65 and over (8 percent)
- Children age 5-17 (22 percent)
- Individual with a disability (7 percent)
- Households without a motor vehicle (4 percent)
- Households that are housing-cost burdened (31 percent)

Existing motorized lane capacity and commercial rail infrastructure will be maintained on the corridor for the continued movement of freight. Moreover, providing facilities on the corridor dedicated to bicyclists and pedestrians reduces the potential that motor vehicles will experience a crash involving bikes or pedestrians.

Air Quality

Improve air quality and reduce greenhouse gas emissions.

(drawn from [2050 MVRTP priorities](#); [state greenhouse gas rulemaking](#); [federal congestion & emissions reduction performance measures](#); [Metro Vision objectives 2, 3, & 6a](#))

Examples of Project Elements: active transportation, transit, or TDM elements; vehicle operational improvements; electric vehicle supportive infrastructure; etc.

How does this project help reduce congestion and air pollutants, including but not limited to, carbon monoxide, ground-level ozone precursors, particulate matter, and greenhouse gas emissions?

- Does this project reduce congestion?
 Yes No
- Does this project reduce vehicle miles traveled (VMT)?
 Yes No
- Does this project reduce single-occupant vehicle (SOV) travel?
 Yes No

Emissions Reduced (kg/day)	CO	NO _x	VOCs	PM 10
	140.20	8.38	4.40	2.48

Use the [FHWA CMAQ Calculators](#) or a similar reasonable methodology to determine emissions reduced. Base your calculations on the year of opening. Please attach a screenshot of your work (such as the FHWA calculator showing the inputs and outputs) as part of your submittal packet.

Note: if not using the FHWA Calculators, please note your methodology in your narrative below.

Describe how this project reduces air pollutants, *include quantitative information, including any items referenced above, in your response:*

This project will reduce air pollutants through the provision of new multimodal facilities that will make it more safe and convenient for employees and residents within the project corridor to walk, bike, or take transit to and from jobs, homes, retail services, and recreation.

Based on the number of jobs and residences currently on and within a half-mile of the project corridor, it's estimated that 50,000 daily passenger vehicle trips (one-way) are made in the study area currently (or a daily total of 100,000 trips). This is for Smith Road and the roadway network within a half-mile of the project corridor. Considering how the proposed improvements will better connect job nodes, the Peoria Station, the Urban Center, residences, and regional trails, it's estimated that 7 percent of daily trips will be diverted to walk, bike, or transit trips following construction. This will equate to 3,500 one-way trips or 7,000 daily round trips.

In regard to congestion, the corridor does not currently experience significant congestion on any mainline segments or intersections. However, as a result of significant job growth forecasted on the corridor, it's reasonable to assume that a growing number of employee vehicles as well as service / delivery vehicles (trucks) will result in congestion if the roadway were to remain unchanged. The addition of travel lanes in the future cross section, however, will serve to mitigate the level of congestion and its adverse effect on air quality.

**Regional
Transit**

Expand and improve the region’s transit network.

(drawn from [2050 MVRTP priorities](#), [Coordinated Transit Plan](#), [RTD’s Regional Bus Rapid Transit Feasibility Study](#))

Examples of Project Elements: transit lanes, station improvements, new/expanded service, etc.

Note: For any project with transit elements, the sponsor must coordinate with RTD to ensure RTD agrees to the scope and cost. Be sure to include RTD’s concurrence in your application submittal.

How does this project improve connections to or expand the region’s transit system, as outlined in the [2050 MVRTP](#)? Note that rapid transit improvements must be on the [Regional Rapid Transit System](#). Items marked with an asterisk (*) below are available in the TIP Data Tool.

- Does this project implement a portion of the [regional bus rapid transit \(BRT\) network](#)?*
 Yes No If yes, which specific corridor will this project focus on?
- Does this project involve a [regional transit planning corridor](#)?*
 Yes No If yes, which specific corridor will this project focus on?
- Does this project implement a mobility hub as defined in the [2050 MVRTP](#)?
 Yes No
- Does this project improve connections between transit and other modes?
 Yes No If yes, please describe in your response.
- Is this project adding new or expanded transit service?
 Yes No If yes, who will operate the service?
- Does this project add and/or improve transit service to or within a DRCOG-defined urban center?*
 Yes No If yes, provide the name of the urban center: [Peoria - Smith](#)

Describe how this project improves connections to or expands the region’s transit system, *include quantitative information, including any items referenced above, in your response:*

This project will provide new multimodal facilities and connections along Smith Road that tie directly into RTD’s Peoria Station, which serves commuter rail (A Line), Light Rail (R Line) and is a hub for four RTD bus routes. These include the Route 37 bus that has seven stops along Smith Road.

As defined above in the Problem Statement, multimodal connections to and from the Peoria Station are currently lacking in many respects. There are no designated bicycle facilities along Smith Road and sidewalks are entirely lacking on the north side of the road. On the south side of the road, sidewalks are discontinuous and missing links are defined by unimproved areas of gravel, dirt, mud, or snow, depending on conditions.

For a two-mile segment (between Peoria and Chambers) improvements will include a 13-foot wide bi-directional cycle track on the north side of the road. Between Peoria and Picadilly, improvements will include a continuous 8-foot wide sidewalk on the south side of the road and from Picadilly to Powhaton it will include a 14-foot wide shared use path. Between Chambers Road and Powhaton, 4-foot wide paved shoulders will be provided on the north side of the road, which is currently a combination of narrow, paved shoulder and unimproved gravel / dirt.

For approximately 4 miles, between I-70 and Powhaton Road, the sidewalk / shared use path will be separated from the road by a 7.5-foot landscape buffer.

Taken together, these improvements will significantly improve access, safety, and comfort for people who have to or want to walk or bike to or from the Peoria Station, the stops for the Route 37 bus on Smith Road, and the Peoria-Smith Urban Center.

In addition, none of the seven bus stops along Smith Road that serve the Route 37 bus are currently accompanied by crosswalks. The project’s design will examine whether crosswalks are warranted at any or all of the stops and what crossing type will be optimal for warranted locations.

Safety **Increase the safety for all users of the transportation system.**
 (drawn from [2050 MVRTP priorities](#), [Taking Action on Regional Vision Zero](#), [CDOT Strategic Transportation Safety Plan](#), & [federal safety performance measures](#))
 Examples of Project Elements: bike/pedestrian crossing improvements, vehicle crash countermeasures, traffic calming, etc.

How does this project implement safety improvements (roadway, active transportation facility, etc.), particularly improvements in line with the recommendations in [Taking Action on Regional Vision Zero](#)? Note that any improvements on roadways must be on the DRCOG [Regional Roadway System](#). Items marked with an asterisk (*) below are available in the TIP Data Tool.

- Does this project address a location on the [DRCOG High-Injury Network or Critical Corridors](#) or corridors defined in a local Vision Zero or equivalent safety plan?*
 Yes No
- Does this project implement a safety countermeasure listed in the [countermeasure glossary](#)?
 Yes No

Provide the current number of crashes involving motor vehicles, bicyclists, and pedestrians* <i>(using the 2015-2019 period – in the TIP Data Tool, use a 0.02 mile buffer of your project)</i> <small>NOTE: if constructing a new facility, report crashes along closest existing alternative route</small>		Sponsor must use industry accepted crash reduction factors (CRF) or accident modification factor (AMF) practices (e.g., NCHRP Project 17-25, NCHRP Report 617, or DiExSys methodology).
Fatal crashes	3	
Serious Injury crashes	14	
Other Injury crashes	77	
Property Damage Only crashes	231	
Estimated reduction in crashes <u>applicable to the project scope</u> <i>(per the five-year period used above)</i>		Provide the methodology below:
Fatal crashes reduced	1.32	Please see explanation of methodology in final paragraph below.
Serious Injury crashes reduced	6.16	
Other Injury crashes reduced	36.08	
Property Damage Only crashes reduced	99.44	

Describe how this project will improve safety, *include quantitative information, including any items referenced above, in your response:*

The project corridor is a part of DRCOG's designated High Injury Network and it intersects with two critical corridors (Chambers and Peoria). On several portions of the project corridor, there is currently limited or no separation between existing travel lanes and areas outside the travel lanes where bicyclists or pedestrians are most likely to travel. Additionally, many vehicles on this corridor travel at high speeds and the percentage of heavy vehicles is fairly high: 13 percent of all vehicles for the AM peak and 10 percent for the PM peak. The lack of separation increases the potential for conflict and crashes involving bicyclists and pedestrians.

As explained above in response to Questions 9 and 10, the project will design a combination of new, continuous sidewalks, a cycle track, and continuous shoulder. These will be implemented in areas where they either don't exist or are interrupted by gaps.

Although the cycle track (between Peoria and Chambers) and sidewalks (between Peoria and I-70) will be attached to the roadway, the width of the proposed facilities will provide much needed separation between motorists and people on bicycles and foot. For pedestrians and bicyclists, it will be much more clear where they are expected to be within the roadway profile and they will not have to transition back and forth between sidewalk / shoulder and roadway because of missing links. Further, in instances where motorists may accidentally veer from the lane of travel, the facilities will provide vulnerable users with more of a buffer and space in which to avert a collision with a motor vehicle.

For motorists, the facilities will more clearly define where pedestrians, bicyclists, and transit patrons are likely to be within the roadway profile. This increased level of predictability has the potential to reduce crashes.

In addition, if new protected mid-block crosswalks (across Smith Road) were added at some or all of the existing stops for the Route 37 bus, they will inform pedestrians and bicyclists on where it's appropriate to cross and increase motorists' awareness of where these users are likely to be crossing.

Lastly, existing lighting will be examined along the project corridor. Where the types / levels of illumination are identified as inadequate, the design work will recommend location and type where retrofit or new lighting should be added to enhance safety along the roadway, including the cycle track, improved sidewalks and shoulders.

Some bicycle / pedestrian safety countermeasures that will be considered in the project design are listed below, along with the safety benefits of each.

- Co-locate bus stops and pedestrian crossings – Provides an opportunity for transit riders to safely access bus stops and reduces the volume of patrons crossing at unprotected mid-block locations.
- Dual curb ramps (where appropriate) – Improve orientation for visually impaired pedestrians by directing them toward the correct crosswalk.
- High visibility crosswalks (at mid-block locations) – Provides a 46% reduction in pedestrian crashes (FHWA Proven Safety Countermeasures)
- Protected/separated bikeway – Provides a reduction in vehicle to bicycle crashes of 59-94% (Crash Mitigation Factors Clearinghouse)
- Rectangular Rapid Flashing Beacon (if warranted) – Provides 47% reduction in vehicle to pedestrian crashes (Crash Mitigation Factors Clearinghouse)
- Sidewalks – Provides a 65-89% reduction in crashes involving pedestrians walking along roadways (FHWA Proven Safety Countermeasures)
- Paved shoulders – Provides a 71% reduction in crashes involving pedestrians walking along roadways (FHWA Proven Safety Countermeasures)
- Lighting – Provides a 34% reduction in crashes involving pedestrians at intersections and along roadways.

EXPLANATION OF METHODOLOGY - The primary safety elements of this project will include new sidewalks, a bike lane, protected mid-block crosswalks, and a continuous shoulder. Using FHWA's Proven Safety Countermeasure Guide, an average of the crash reduction rate for these measures was calculated. That average (44 percent crash reduction potential) was applied to the (2015-2019) baseline crash calculations shown above. It's understood that the baseline crash rates include motor vehicle crashes. However, because the safety countermeasures for this project primarily focus on pedestrians and bicyclists, it's appropriate to apply crash reduction rates associated with those interventions.

Freight

Maintain efficient movement of goods within and beyond the region.

(drawn from [2050 MVRTP priorities](#); [Regional Multimodal Freight Plan](#); [Colorado Freight Plan](#), [federal freight reliability performance measure](#); [Metro Vision objective 14](#))

Examples of Project Elements: roadway operational improvements, etc.

How does this project improve the efficient movement of goods, specifically improvements identified in the [Regional Multimodal Freight Plan](#)? Note that any improvements on roadways must be on the DRCOG [Regional Roadway System](#). Items marked with an asterisk (*) below are available in the TIP Data Tool.

- Is this project located in or impact access to a [Freight Focus Area](#)?*
 Yes No If yes, please provide the name: [I-70 East Distribution Corridor](#)
- Is the project located on the [Tier 1 or Tier 2 Regional Highway Freight Vision Network](#)?*
 Yes No
- If this project is located in a [Freight Focus Area](#) does it address the relevant Needs and Issues identified in the Plan (see text located within each Focus Area)?
 Yes No If yes, please describe in your response.
- Check any items from the [Inventory of Current Needs](#) which this project will address:
 Truck Crash Location Rail Crossing Safety ([eligible locations](#))
 Truck Delay Truck Reliability
Please provide the location(s) being addressed: [Peoria - Powhaton](#)
- Does this project include any innovative or non-traditional freight supportive elements (i.e., curb management strategies, cargo bike supportive infrastructure, etc.)?
 Yes No If yes, please describe in your response.

Describe how this project will improve the movement of goods, *include quantitative information, including any items referenced above, in your response:*

[Smith Road is on the Regional Highway Freight Vision Network and currently carries significant volumes of truck traffic. As a result of significant job growth forecasted on the corridor, it's reasonable to assume that a growing number of employee vehicles as well as service / delivery vehicles \(trucks\) will result in congestion if the roadway were to remain unchanged. The addition of travel lanes in the future cross section, however, will serve to decrease the overall truck delay and will improve truck reliability.](#)

The corridor experiences high volumes of truck traffic (10-13% of total traffic) as described in the problem statement section, and it does experience crashes involving trucks as well. Many of the crash reduction factors, such as lighting, can be applied to truck crashes as well as total vehicle crashes. Decreasing truck crashes will improve the overall movement of goods.

Active Transportation	Expand and enhance active transportation travel options. <small>(drawn from 2050 MVRTP priorities; Denver Regional Active Transportation Plan; & Metro Vision objectives 10 & 13) Examples of Project Elements: shared use paths, sidewalks, regional trails, grade separations, etc.</small>
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How does this project help expand the active transportation network, close gaps, improve comfort, and/or improve connections to key destinations, particularly improvements in line with the recommendations in the [Denver Regional Active Transportation Plan](#)? Items marked with an asterisk (*) below are available in the TIP Data Tool.

- Does this project close a gap or extend a facility on a [Regional Active Transportation Corridor](#) or locally-defined priority corridor?*
- Yes No
- Does this project improve pedestrian accessibility and connectivity in a [pedestrian focus area](#)?*
- Yes No
- Does this project improve active transportation choices in a [short trip opportunity zone](#)?*
- Yes No
- Does this project include a high-comfort bikeway (like a sidepath, shared-use path, separated bike lane, bicycle boulevard)?
- Yes No If yes, please describe in your response.

Bicycle Use

NOTE: if constructing a new facility, report bike usage along closest existing alternative route

1. Current Average Single Weekday Bicyclists:	0	
Bicycle Use Calculations	Year of Opening	2050 Weekday Estimate
2. Enter estimated additional average weekday one-way bicycle trips on the facility after project is completed.	2,500	3,500
3. Enter number of the bicycle trips (in #2 above) that will be diverting from a different bicycling route. <i>(Example: {#2 X 50%} or other percent, if justified on line 10 below)</i>	75	115
4. = Initial number of new bicycle trips from project (#2 – #3)	2,425	3,385
1. Enter number of the new trips produced (from #4 above) that are replacing a trip made by another non-SOV mode (bus, carpool, vanpool, bike, etc.). <i>(Example: {#4 X 30%} or other percent, if justified on line 10 below)</i>	500.00	675.00
5. = Number of SOV trips reduced per day (#4 - #5)	1,925.00	2,710.00
6. Enter the value of {#6 x 2 miles} . (= the VMT reduced per day) <i>(Values other than 2 miles must be justified by sponsor on line 10 below)</i>	3,850.00	5,420.00
7. = Number of pounds GHG emissions reduced (#7 x 0.95 lbs.)	3,657.50	5,149.00
8. If values would be distinctly greater for weekends, describe the magnitude of difference: N/A		
9. If different values other than the suggested are used, please explain here: N/A		

Pedestrian Use

NOTE: if constructing a new facility, report pedestrian usage along closest existing alternative route

2. Current Average Single Weekday Pedestrians (including users of non-pedaled devices such as scooters and wheelchairs):	0	
Pedestrian Use Calculations	Year of Opening	2050 Weekday Estimate
3. Enter estimated additional average weekday pedestrian one-way trips on the facility after project is completed	1,000	1,400
4. Enter number of the new pedestrian trips (in #2 above) that will be diverting from a different walking route <i>(Example: {#2 X 50%} or other percent, if justified on line 10 below)</i>	25	35
5. = Number of new trips from project (#2 – #3)	975	1,365
6. Enter number of the new trips produced (from #4 above) that are replacing a trip made by another non-SOV mode (bus, carpool, vanpool, bike, etc.). <i>(Example: {#4 X 30%} or other percent, if justified on line 10 below)</i>	0.00	0.00
7. = Number of SOV trips reduced per day (#4 - #5)	975.00	1,365.00

8. Enter the value of {#6 x .4 miles}. (= the VMT reduced per day) (Values other than .4 miles must be justified by sponsor on line 10 below)	390.00	546.00
9. = Number of pounds GHG emissions reduced (#7 x 0.95 lbs.)	370.50	518.70
10. If values would be distinctly greater for weekends, describe the magnitude of difference: N/A		
11. If different values other than the suggested are used, please explain here: N/A		

Describe how this project will expand the active transportation network, close gaps, improve comfort, and/or improve connections to key destinations, *include quantitative information, including any items referenced above, in your response:*

As shown in Figure 1, the project corridor directly overlaps with the Highline Canal Active Transportation Corridor in the vicinity of the Tower Road / Smith Road intersection. The improvements will also provide a new connection between the Highline Corridor and the Smith-Peoria Urban Center and the Peoria Station. Recent data suggests that over 500,000 people a year use the Highline Canal Trail for recreation (<https://highlinecanal.org/about-canal/>).

Similarly, but not as directly, the improvements will enhance access to the Sand Creek Regional Greenway Trail (via the Star K Ranch Park), which is also an Active Transportation Corridor.

In addition, the project will intersect with the city's designated bike route on Sable Boulevard and two Proposed Active Transportation Corridors on Gun Club Road (paralleling E-470) and Powhaton Road.

All told, the improvements that will be designed for this project will add approximately 2 miles of cycle track, 4.75 miles of new sidewalk, and 5 miles of continuous, 4-foot shoulder, and up to seven new crosswalks along Smith Road.

In regard to the comfort of vulnerable users (modes), the project will significantly improve the level of comfort for pedestrians and bicylists across ages and abilities on the corridor. Whereas several sections of the project corridor provide limited or no separation from the adjacent travel lanes, where heavy truck traffic is common, the improvements will provide a dedicated cycle track, continuous sidewalk facilities, a continuous shoulder, and a shared use path. While the facilities west of I-70 will be attached to the roadway, the width of the facilities will provide adequate separation from the lanes of travel. Those walking and bicycling will have wide, continuous, dedicated facilities whereas they are currently absent or discontinuous.

C. Project Leveraging	WEIGHT	10%
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What percent of outside funding sources (non-Subregional Share funding) does this project have? <i>(number will automatically calculate based on values entered in the Funding Request table)</i>	10.00%	60%+ outside funding sources 5 pts 50-59.9% 4 pts 40-49.9% 3 pts 20-39.9% 2 pts 10.1-19.9% 1 pt 10% 0 pts
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D. Project Readiness	WEIGHT	10%
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Provide responses to the following items to demonstrate the readiness of the project. DRCOG is prioritizing those projects that have a higher likelihood to move forward in a timely manner and are less likely to experience a delay.

Section 1. Avoiding Pitfalls and Roadblocks

- a. Has a licensed engineer (CDOT, consultant, local agency, etc.) reviewed the impact the proposed project will have on utilities, railroads, ROW, historic and environmental resources, etc. and have those impacts and pitfalls been mitigated as much as possible to date before this submittal?
 Yes No N/A (for projects which do not require engineering services)
- If yes, please type in the engineer’s name below which certifies their review and that impacts have been evaluated and mitigated as much as possible before your application is submitted:
- Please describe the status to date on each, including 1) anticipated/known pitfalls/roadblocks, and 2) mitigation activities taken to date:
- Utilities:
 - Railroad:
 - Right-of-Way:
 - Environmental/Historic:
 - Other:
- b. Is this application for a single project phase only (i.e., design, environmental, ROW acquisition, construction only, study, bus service, equipment purchase, etc.)?
 Yes No
- If yes, are the other prerequisite phases complete? Yes No N/A
- If this project is for construction, please note the NEPA status: [Choose an item](#)
- c. Has all required ROW been identified? Yes No N/A
 Has all required ROW already been acquired and cleared by CDOT? Yes No N/A
- d. Based on the current status provided in Project Information, question 11, do you foresee being able to execute your IGA by October 1 of your first year of funding (or if requesting first year funding, beginning discussions on your IGA as soon as possible), so you can begin your project on time?
 Yes No
- Does your agency have the appropriate staff available to work on this project? Yes No
- If yes, are they knowledgeable with the federal-aid process? Yes No
- e. Have other stakeholders in your project been identified and involved in project development?
 Yes No N/A
- If yes, who are the stakeholders?

Please provide any additional details on any of the items in Section 1, if applicable.

Section 2. Local Match

- a. Is all the local match identified in your application currently available, and if a partnering agency is also committing match, do you have a commitment letter?

Yes No

Please describe:

The local match has been set aside by the City's Budget Manager.

- b. Is all funding for this project currently identified in the sponsor agency's Capital Improvement Program (CIP)?

Yes No

Please describe:

Section 3. Public Support

- a. Has the proposed project previously been through a public review process (public comment period, public hearing, etc.)?

Yes No

- b. Has the public had access to translated project materials in relevant languages for the local community?

Yes No

Please describe:

- c. Have any adjacent property owners to the proposed project been contacted and provided with the initial project concept?

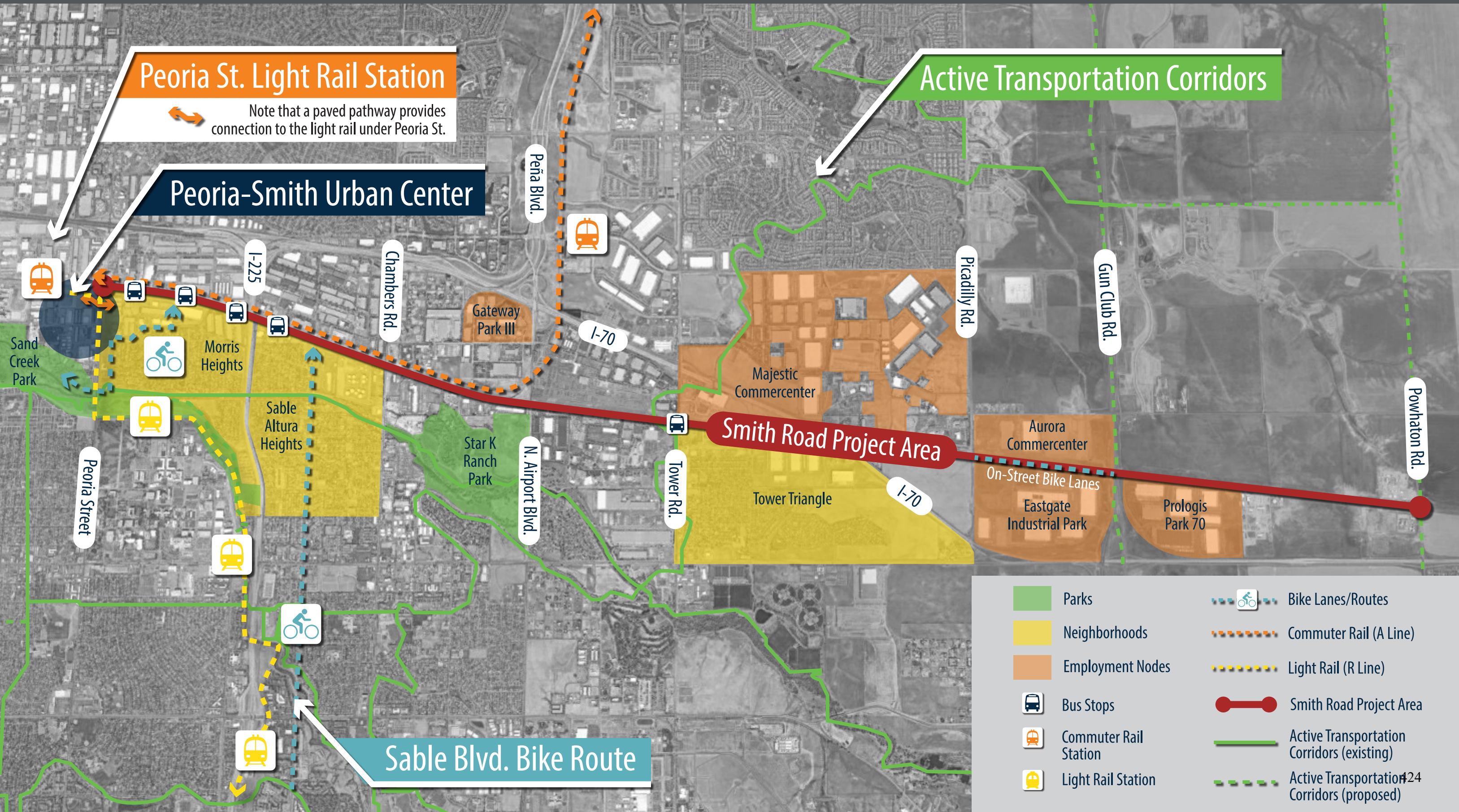
Yes No N/A

Please provide any additional details on the items in Section 3, if applicable.

Submit completed applications through the [TIP Data Hub](#) no later than 3pm on June 24, 2022.

B: Project Location Graphic

Attachment 1 - Project Area Key Features



C: Cost Estimate

Smith Road Multimodal Design - Cost Estimate

Smith Rd		Length (Miles)	Est. Construction Cost	\$/Mile
From	To			
Peoria St	N Chambers Rd	2.04	\$10,003,000	\$4,911,274
N Chambers Rd	Tower Rd	2.06	\$9,736,000	\$4,726,127
Tower Rd	Picadilly Rd	2.01	\$10,973,000	\$5,449,858
Picadilly	E-470	0.95	\$1,783,000	\$1,871,618
E-470	N Gun Club Rd	0.57	\$2,738,068	\$4,819,000
Gun Club Powhatton	Powhatton Rd	1.50	\$11,100,000	\$7,400,000
Total		9.13	\$46,333,068	

Preliminary Design Fee Estimate	
Construction (2022 Dollars)	\$46,333,068
60% Design (% of Construction)	10%
60% Design (2022 Dollars)	\$4,633,306.82
Annual Escalation	8%
60% Design (2023 Dollars)	\$5,000,000

10% Match	\$500,000
FY 2023	\$75,000
FY 2024	\$425,000

90% Funding Request	\$4,500,000
FY 2023	\$750,000
FY 2024	\$3,750,000

Project Cost Estimate

Smith Road Widening - Peoria to Chambers

Project Name: Smith Road Widening Grant Application

Project Number: N/A

County: Adams

Sub-Account Number: N/A

Route: Smith Rd

Region: N/A

Begin MP:

Project Description

End MP:

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PROJECT MAJOR CONSTRUCTION ITEMS

Major Construction Items	Unit	Unit Cost	Quantity	Cost
202-00200 Removal of Sidewalk	SY	\$18.00	0	\$0.00
202-00220 Removal of Asphalt Mat	SY	\$4.20	3,585	\$15,055.60
202-00240 Removal of Asphalt Mat (Planing)	SY	\$2.40	54,444	\$130,666.67
203-00010 Unclassified Excavation (Complete In Place)	CY	\$14.40	7,848	\$113,012.93
304-06000 Aggregate Base Course (Class 6)	CY	\$57.60	3,135	\$180,576.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) 2" Overlay	TON	\$108.00	7,200	\$777,600.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) Full Depth	TON	\$108.00	5,580	\$602,640.00
608-00010 Concrete Curb Ramp	SY	\$72.00	120	\$8,640.00
609-21020 Curb and Gutter Type 2 (Section II-B)	LF	\$36.00	14,900	\$536,400.00
608-00006 Concrete Sidewalk (6 Inch)	SY	\$80.00	19,280	\$1,542,400.00
603-01245 24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	\$168.00	4,340	\$729,120.00
604-19105 Inlet Type R L 5 (5 Foot)	EA	\$8,880.00	43	\$381,840.00
604-30005 Manhole Slab Base (5 Foot)	EA	\$6,840.00	25	\$171,000.00
Estimated Cost: Remaining Major Items			5.00%	\$259,447.56
Estimated Cost Major Items				\$5,448,399
Other Structures	Unit	Unit Cost	Quantity	Cost
Walls	SF	\$60	12,700	\$762,000.00
Traffic Items				
Signalized Intersection Modification	LS	\$10,000	1	\$10,000.00
RRFB	EA	\$20,000	3	\$60,000.00
Striping	LS	\$65,000	1	\$65,000.00
Other			0	\$0.00
A. Total Major Items				\$6,345,399

	%	Major Item Cost	Category Cost
B-1 Drainage/Water Quality	10.0%	of A	\$634,540
B-2 Earthwork	1.0%	of A	\$63,454
B-3 Environmental	1.0%	of A	\$63,454
B-5 Miscellaneous	2.5%	of A	\$158,635
B-6 Mobilization	1.8%	of A	\$112,314
B-7 Removals/Resets	5.0%	of A	\$317,270
B-8 Roadway	5.0%	of A	\$317,270
B-9 Signing and Striping	1.0%	of A	\$63,454
B-10 Traffic/Lighting/ITS	0.0%	of A	\$0
B-11 Traffic Control/Detour	10.0%	of A	\$634,540
B-12 Structural - Minor Structural/Walls	2.0%	of A	\$126,908
B-13 Bid Force Accounts	2.0%	of A	\$126,908
B. TOTAL OF BID CONSTRUCTION ITEMS			\$8,964,145
C-1 Force Account - Misc.	2.0%	of B	\$179,283
C-2 Minor Contract Revisions	2.0%	of B	\$179,283
C. TOTAL BID CONSTRUCTION & FORCE ACCOUNT ITEMS			\$9,322,711
D-1 Design Engineering (Includes Design, SUE, Survey, ROW Acquisition)	0.0%	of C	\$0
D-2 Construction Engineering	2.0%	of C	\$186,454
D. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$9,509,165
E-1 Right-of-Way	2.0%	of D	\$190,183
E-2 Utilities	2.0%	of D	\$190,183
E. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$9,889,531
F. CONTINGENCY	20.0%	of D1,D2,E1,E2	\$113,364
G. TOTAL PROJECT COST ESTIMATE			\$10,003,000

Project Cost Estimate

Smith Road Widening - Chambers to Tower

Project Name: Smith Road Widening Grant Application

Project Number: N/A

County: Adams

Sub-Account Number: N/A

Route: Smith Rd

Region: N/A

Begin MP:

Project Description

End MP:

--

PROJECT MAJOR CONSTRUCTION ITEMS

Major Construction Items	Unit	Unit Cost	Quantity	Cost
202-00200 Removal of Sidewalk	SY	\$18.00	244	\$4,400.00
202-00220 Removal of Asphalt Mat	SY	\$4.20	3,626	\$15,227.80
202-00240 Removal of Asphalt Mat (Planing)	SY	\$2.40	55,778	\$133,866.67
203-00010 Unclassified Excavation (Complete In Place)	CY	\$14.40	9,575	\$137,881.20
304-06000 Aggregate Base Course (Class 6)	CY	\$57.60	6,420	\$369,792.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) 2" Overlay	TON	\$108.00	7,420	\$801,360.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) Full Depth	TON	\$108.00	12,062	\$1,302,696.00
608-00010 Concrete Curb Ramp	SY	\$72.00	50	\$3,600.00
609-21020 Curb and Gutter Type 2 (Section II-B)	LF	\$36.00	4,393	\$158,148.00
608-00006 Concrete Sidewalk (6 Inch)	SY	\$80.00	3,520	\$281,600.00
603-01245 24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	\$168.00	7,850	\$1,318,800.00
604-19105 Inlet Type R L 5 (5 Foot)	EA	\$8,880.00	13	\$115,440.00
604-30005 Manhole Slab Base (5 Foot)	EA	\$6,840.00	16	\$109,440.00
Estimated Cost: Remaining Major Items			5.00%	\$237,612.58
Estimated Cost Major Items				\$4,989,864
Other Structures	Unit	Unit Cost	Quantity	Cost
Walls	SF	\$60	0	\$0.00
Traffic Items				
Signalized Intersection Modification	LS	\$375,000	1	\$375,000.00
Full Signalized Intersection Rebuild	LS	\$750,000	1	\$750,000.00
RRFB	EA	\$20,000	0	\$0.00
Striping	LS	\$61,000	1	\$61,000.00
Other			0	\$0.00
A. Total Major Items				\$6,175,864

	%	Major Item Cost	Category Cost
B-1 Drainage/Utilities	10.0%	of A	\$617,586
B-2 Earthwork	1.0%	of A	\$61,759
B-3 Environmental	1.0%	of A	\$61,759
B-5 Miscellaneous	2.5%	of A	\$154,397
B-6 Mobilization	1.8%	of A	\$109,313
B-7 Removals/Resets	5.0%	of A	\$308,793
B-8 Roadway	5.0%	of A	\$308,793
B-9 Signing and Striping	1.0%	of A	\$61,759
B-10 Traffic/Lighting/ITS	0.0%	of A	\$0
B-11 Traffic Control/Detour	10.0%	of A	\$617,586
B-12 Structural - Minor Structural/Walls	2.0%	of A	\$123,517
B-13 Bid Force Accounts	2.0%	of A	\$123,517
B. TOTAL OF BID CONSTRUCTION ITEMS			\$8,724,643
C-1 Force Account - Misc.	2.0%	of B	\$174,493
C-2 Minor Contract Revisions	2.0%	of B	\$174,493
C. TOTAL BID CONSTRUCTION & FORCE ACCOUNT ITEMS			\$9,073,629
D-1 Design Engineering (Includes Design, SUE, Survey, ROW Acquisition)	0.0%	of C	\$0
D-2 Construction Engineering	2.0%	of C	\$181,473
D. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$9,255,102
E-1 Right-of-Way (28,466sf @ \$6/sf)	2.0%	of D	\$185,102
E-2 Utilities	2.0%	of D	\$185,102
E. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$9,625,306
F. CONTINGENCY	20.0%	of D1,D2,E1,E2	\$110,335
G. TOTAL PROJECT COST ESTIMATE			\$9,736,000

Project Cost Estimate

Smith Road Widening - Tower to Picadilly

Project Name: Smith Road Widening Grant Application

Project Number: N/A

County: Adams

Sub-Account Number: N/A

Route: Smith Rd

Region: N/A

Begin MP:

Project Description

End MP:

PROJECT MAJOR CONSTRUCTION ITEMS

Major Construction Items	Unit	Unit Cost	Quantity	Cost
202-00200 Removal of Sidewalk	SY	\$18.00	267	\$4,800.00
202-00220 Removal of Asphalt Mat	SY	\$4.20	4,605	\$19,340.53
202-00240 Removal of Asphalt Mat (Planing)	SY	\$2.40	38,222	\$91,733.33
203-00010 Unclassified Excavation (Complete In Place)	CY	\$14.40	16,352	\$235,463.60
304-06000 Aggregate Base Course (Class 6)	CY	\$57.60	11,450	\$659,520.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) 2" Overlay	TON	\$108.00	5,080	\$548,640.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) Full Depth	TON	\$108.00	20,350	\$2,197,800.00
608-00010 Concrete Curb Ramp	SY	\$72.00	100	\$7,200.00
609-21020 Curb and Gutter Type 2 (Section II-B)	LF	\$36.00	8,230	\$296,280.00
608-00006 Concrete Sidewalk (6 Inch)	SY	\$80.00	6,970	\$557,600.00
603-01245 24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	\$168.00	9,770	\$1,641,360.00
604-19105 Inlet Type R L 5 (5 Foot)	EA	\$8,880.00	18	\$159,840.00
604-30005 Manhole Slab Base (5 Foot)	EA	\$6,840.00	25	\$171,000.00
Estimated Cost: Remaining Major Items			5.00%	\$329,528.87
Estimated Cost Major Items				\$6,920,106
Other Structures	Unit	Unit Cost	Quantity	Cost
Walls	SF	\$60	0	\$0.00
Traffic Items				
Signalized Intersection Modification	LS	\$385,000	0	\$0.00
RRFB	EA	\$20,000	0	\$0.00
Striping	LS	\$41,000	1	\$41,000.00
			0	\$0.00
Traffic Items			0	\$0.00
A. Total Major Items				\$6,961,106

	Major Item Cost	%	Category Cost
B-1 Drainage/Utilities	10.0%	of A	\$696,111
B-2 Earthwork	1.0%	of A	\$69,611
B-3 Environmental	1.0%	of A	\$69,611
B-5 Miscellaneous	2.5%	of A	\$174,028
B-6 Mobilization	1.8%	of A	\$123,212
B-7 Removals/Resets	5.0%	of A	\$348,055
B-8 Roadway	5.0%	of A	\$348,055
B-9 Signing and Striping	1.0%	of A	\$69,611
B-10 Traffic/Lighting/ITS	0.0%	of A	\$0
B-11 Traffic Control/Detour	10.0%	of A	\$696,111
B-12 Structural - Minor Structural/Walls	2.0%	of A	\$139,222
B-13 Bid Force Accounts	2.0%	of A	\$139,222
B. TOTAL OF BID CONSTRUCTION ITEMS			\$9,833,955
C-1 Force Account - Misc.	2.0%	of B	\$196,679
C-2 Minor Contract Revisions	2.0%	of B	\$196,679
C. TOTAL BID CONSTRUCTION & FORCE ACCOUNT ITEMS			\$10,227,313
D-1 Design Engineering (Includes Design, SUE, Survey, ROW Acquisition)	0.0%	of C	\$0
D-2 Construction Engineering	2.0%	of C	\$204,546
D. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$10,431,859
E-1 Right-of-Way (28,466sf @ \$6/sf)	2.0%	of D	\$208,637
E-2 Utilities	2.0%	of D	\$208,637
E. TOTAL PROJECT DESIGN AND CONSTRUCTION			\$10,849,134
F. CONTINGENCY	20.0%	of D1,D2,E1,E2	\$124,364
G. TOTAL PROJECT COST ESTIMATE			\$10,973,000

Project Cost Estimate

Smith Road Widening - Picadilly to E-470

Project Name: Smith Road Widening Grant Application

Project Number: N/A

County: Adams

Sub-Account Number: N/A

Route: Smith Rd

Region: N/A

Begin MP:

Project Description

End MP:

PROJECT MAJOR CONSTRUCTION ITEMS

Major Construction Items	Unit	Unit Cost	Quantity	Cost
202-00200 Removal of Sidewalk	SY	\$18.00	0	\$0.00
202-00220 Removal of Asphalt Mat	SY	\$4.20	1,118	\$4,694.67
202-00240 Removal of Asphalt Mat (Planing)	SY	\$2.40	0	\$0.00
203-00010 Unclassified Excavation (Complete In Place)	CY	\$14.40	291	\$4,193.65
304-06000 Aggregate Base Course (Class 6)	CY	\$57.60	2,341	\$134,841.60
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) 2" Overlay	TON	\$108.00	0	\$0.00
403-34721 Hot Mix Asphalt (Grading SX) (75) (PG 58-28) Full Depth	TON	\$108.00	4,170	\$450,360.00
608-00010 Concrete Curb Ramp	SY	\$72.00	0	\$0.00
609-21020 Curb and Gutter Type 2 (Section II-B)	LF	\$36.00	0	\$0.00
608-00006 Concrete Sidewalk (6 Inch)	SY	\$80.00	2,236	\$178,844.44
603-01245 24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	\$168.00	0	\$0.00
604-19105 Inlet Type R L 5 (5 Foot)	EA	\$8,880.00	0	\$0.00
604-30005 Manhole Slab Base (5 Foot)	EA	\$6,840.00	0	\$0.00
Estimated Cost: Remaining Major Items			5.00%	\$38,646.72
Estimated Cost Major Items				\$811,581
Other Structures	Unit	Unit Cost	Quantity	Cost
Walls	SF	\$60		\$0.00
Traffic Items				
Signalized Intersection Modification	LS	\$385,000		\$0.00
RRFB	EA	\$20,000		\$0.00
Striping	LS			\$0.00
			0	\$0.00
Traffic Items				\$0.00
			0	\$0.00
A. Total Major Items				\$811,581

	Major Item Cost	%	Category Cost
B-1 Drainage/Utilities	\$40,579	5.0%	of A
B-2 Earthwork	\$8,116	1.0%	of A
B-3 Environmental	\$16,232	2.0%	of A
B-5 Miscellaneous	\$20,290	2.5%	of A
B-6 Mobilization	\$24,347	3.0%	of A
B-7 Removals/Resets	\$16,232	2.0%	of A
B-8 Roadway	\$40,579	5.0%	of A
B-9 Signing and Striping	\$40,579	5.0%	of A
B-10 Traffic/Lighting/ITS	\$0	0.0%	of A
B-11 Traffic Control/Detour	\$40,579	5.0%	of A
B-12 Structural - Minor Structural/Walls	\$0	0.0%	of A
B-13 Bid Force Accounts	\$16,232	2.0%	of A
B. TOTAL OF BID CONSTRUCTION ITEMS	\$1,075,345		
C-1 Force Account - Misc.	\$21,507	2.0%	of B
C-2 Minor Contract Revisions	\$21,507	2.0%	of B
C. TOTAL BID CONSTRUCTION & FORCE ACCOUNT ITEMS	\$1,118,359		
D-1 Design Engineering (Includes Design, SUE, Survey, ROW Acquisition)	\$201,305	18.0%	of C
D-2 Construction Engineering	\$89,469	8.0%	of C
D. TOTAL PROJECT DESIGN AND CONSTRUCTION	\$1,409,132		
E-1 Right-of-Way (28,466sf @ \$6/sf)	\$170,796	12.1%	of D
E-2 Utilities	\$70,457	5.0%	of D
E. TOTAL PROJECT DESIGN AND CONSTRUCTION	\$1,650,385		
F. CONTINGENCY	\$133,006	25.0%	of D1,D2,E1,E2
G. TOTAL PROJECT COST ESTIMATE	\$1,783,000		

	TABLE 2B ITEM	UNIT COST	SECTION WIDTH	QTY PER LF	COST PER LF
	CLEAR & GRUB	\$0.18 /SF	86 FT	86.00 SF	\$15.48
	GRADING / COMPACTION (assume 36" avg cut/fill w/ 3:1 side-slopes)	\$25.00 /CY	86 FT	5.33 CY	\$133.33
	SCARIFY & RECOMPACT (12")	\$20.00 /CY	62 FT	2.30 CY	\$45.93
	ASPHALT PAVEMENT (7.5")	\$108.00 /TON	62 FT	2.97 TONS	\$320.85
	AGGREGATE BASE COURSE (14")	\$57.60 /CY	62 FT	2.68 CY	\$154.31
	CURB & GUTTER	\$42.00 /LF	2 FT	4.00 LF	\$168.00
	CONCRETE SIDEWALK (6") ON SCARIFY & RECOMPACT (6")	\$80.00 /SY	14 FT	1.56 SY	\$124.44
	MEDIAN LANDSCAPING (irrigation, planting, trees)	\$10.00 /SF	8 FT	7.50 SF	\$75.00
	TREE LAWN LANDSCAPING	\$7.00 /SF	8 FT	7.50 SF	\$52.50
	EROSION CONTROL / SEEDING	\$0.63 /SF	8 FT	7.50 SF	\$4.73
	ROADWAY LIGHTING	\$133.00 /EA		1.00 EA	\$133.00
	SIGNING / STRIPING/ INTERCONNECT				\$0.00
	WORK ZONE TRAFFIC CONTROL	\$31.25 /EA		1.00 EA	\$31.25
	TYPICAL ROADWAY DRAINAGE	\$87.00 /EA		1.00 EA	\$87.00
	TYPICAL 8" WATER LINE, FITTINGS AND HYDRANTS				\$0.00
	TYPICAL 8" SANITARY SEWER AND MANHOLES				\$0.00
	MOBILIZATION / CONSTRUCTION SURVEY	\$37.50 /EA		1.00 EA	\$37.50
	BUS STOP PADS/ SHELTER				\$0.00
				TOTAL ROADWAY COST/LF	\$1,383.32
				TOTAL ROADWAY COST PER MILE	\$7,303,928.62
				TOTAL ROADWAY COST PER MILE ROUNDED UP TO NEAREST \$100K	\$7,400,000.00

D: CDOT/RTD Concurrence



June 10, 2022

Carlie Campuzano
Traffic Manager
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

RE: CDOT Region 1 Support Request for DRCOG TIP Subregional Call FY22-FY25

Dear Ms. Campuzano,

This letter is to inform you that the Colorado Department of Transportation (CDOT) Region 1 concurs with the following City of Aurora application for the Denver Regional Council of Governments (DRCOG) Subregional FY22-25 Transportation Improvement Program (TIP) Call. This concurrence applies only for the Smith Road Bicycle Pedestrian Multiuse Path between Peoria Station and Powhaton Road project, in the event this project is selected by DRCOG as a subregional project on or around August/September 2022. If this subregional project is awarded DRCOG funds at a later date, the local agency will need to submit a separate request for CDOT's concurrence at that time. The project as constructed will be maintained by the local agency, and not by CDOT.

Projects impacting state highways should assume that CDOT will manage the project and that the local agency is responsible for payment of CDOT's work, including indirect charges. An accurate project cost estimation, that accounts for cost escalation, is vital to the success of a project. Please note that per the DRCOG TIP Policy, if project costs increase on DRCOG-selected projects or the cost estimate is low, sponsors must make up any shortfalls. Regardless of CDOT's concurrence or support, sponsors should have no expectation of CDOT funding being available to help cover any funding shortfalls.

This concurrence is conditionally granted based on the scope as described. CDOT does however retain final decision-making authority for all improvements and changes within CDOT's right of way. As the project progresses the local agency will need to work closely with CDOT Region staff to ensure CDOT's continued concurrence.

This project must comply with all CDOT and/or Federal Highway Administration (FHWA) requirements including those associated with clearance for Right of Way, Utilities, and Environmental. All costs associated with clearances including right of way acquisition, utilities relocation, and environmental mitigation measures must be included in the project costs. CDOT staff will assist you in determining which clearances are required for your project. The CDOT Local Agency Manual includes project requirements to assist with contracting, design, and construction, which can be accessed at:

https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual

Should you have any questions regarding this concurrence or if your agency would like to schedule time to meet with CDOT specialty units, please contact JoAnn Mattson at (303) 757-9866.

Sincerely,

Jessica Myklebust
CDOT Region 1 Transportation Director



From: [Christopher Quinn](#)
To: [Worker-Braddock, Tom](#)
Cc: tipapplications@drcog.org; [Callison, Mac](#); [Campuzano, Carlie](#); [Liu, Huiliang](#); [Todd Cottrell](#)
Subject: RE: City of Aurora RTD Concurrence letter requests
Date: Thursday, May 26, 2022 3:27:29 PM
Attachments: [image002.jpg](#)
[image003.png](#)

Hi Tom,

This email is to provide RTD's concurrence with the City of Auroras TIP applications for:

- Aurora Citywide Multimodal Transportation Master Plan
- Citywide Sidewalk Multimodal Access Improvement
- Smith Road Bicycle Pedestrian Multiuse Path between Peoria Station and Powhaton Road

Please continue to coordinate with RTD on any project components that might impact an existing RTD facility.

Let me know if I can provide any additional information.

Thanks

Chris

Chris Quinn

Project Manager

Planning

he | him | his

o. 303.299.2439

chris.quinn@rtd-denver.com

rtd-denver.com



Regional Transportation District
1660 Blake Street, BLK-21
Denver, CO 80202

We make lives better through connections.

From: Worker-Braddock, Tom <tworker@auroragov.org>
Sent: Friday, May 13, 2022 12:14 PM
To: Christopher Quinn <Chris.Quinn@RTD-Denver.com>
Cc: tipapplications@drcog.org; Callison, Mac <Mcalliso@auroragov.org>; Campuzano, Carlie <ccampuza@auroragov.org>; Liu, Huiliang <hliu@auroragov.org>
Subject: City of Aurora RTD Concurrence letter requests

Hi Chris,

Please see the 3 attached requests for RTD concurrence from the City of Aurora. Please let me know if you have any questions.

Thanks,

Tom

Tom Worker-Braddock, AICP, PTP
Senior Transportation Planner | City of Aurora
Direct 303-739-7340 | tworker@auroragov.org



[Facebook](#) | [Twitter](#) | [Instagram](#) | [Nextdoor](#) | [AuroraTV.org](#)

E: Emissions Calculations

Bicycle and Pedestrian Improvements

This calculator will estimate the reduction in emissions resulting from improvements to bicycle and pedestrian infrastructure and associated mode shift from passenger vehicles to bicycling or walking, including but not limited to sidewalks, dedicated bicycle infrastructure, improved wayfinding, mid-block crossing installations, bike share systems, and bike parking improvements.

Navigator

Bicycle and Pedestrian Improvements

INPUT

(1) What is your project evaluation year?

(2) Estimate the shift in daily motorized passenger vehicle trips to non-motorized travel due to the bicycle and pedestrian project.

Daily Passenger Vehicle Trips		
Before	After	Change
100,000	93000	7000

(3a) Select the data type used for entering the typical one-way trip distance of passenger vehicles below:

Trip Distance Source

(3b) If you selected "Average" above, enter the typical one-way trip distance. If you selected "Distribution" above, enter the typical distribution of one-way trip distances.

Typical Trip Distance (miles one way)	Distribution of Trip Distances (daily fraction per mileage bin)					Sum
	$x < 1$	$1 \leq x < 2$	$2 \leq x < 3$	$3 \leq x < 4$	$4 \leq x \leq 5$	
10						

OUTPUT

EMISSION REDUCTIONS

Pollutant	Total
Carbon Monoxide (CO)	140.208
Particulate Matter <2.5 μm (PM _{2.5})	0.577
Particulate Matter <10 μm (PM ₁₀)	2.484
Nitrogen Oxide (NOx)	8.389
Volatile Organic Compounds (VOC)	4.404
Carbon Dioxide Equivalent (CO ₂ e)	20747.623
Total Energy Consumption (MMBTU/day)	272.310

*Units in kg/day unless otherwise noted

F: Project Support Letters



June 21, 2022

Adams County Subregional Forum
4430 S. Adams County Pkwy.
Brighton, CO 80601-8204

**Re: Project Support of Denver Regional Council of Governments (DRCOG) Grant
Application for Smith Road Multiuse Path**

Dear Members of the TIP Evaluation Committee,

The Adams County Board of Commissioners of Colorado fully supports the City of Aurora's DRCOG Transportation Improvement Program (TIP) application for the Smith Road Bicycle-Pedestrian Multiuse Path project. The path will run from Peoria Station and Powhatan Rd. and will address a critical gap in the area's active transportation network. Smith Rd. is a freight corridor, and this multiuse path will improve safety and increase comfort for pedestrians and bicyclists traveling in the area. The city will be developing final design plans for the multiuse path to improve first/last mile connections to transit and provide access to different transportation modal options for area travelers. This project will serve multiple manufacturing, distribution, and logistics centers in north central Aurora (Aerotropolis).

Adams County actively promotes improving facilities to include all modes of transportation. The Smith Road multiuse path will support the local community, as well as provide reliable transportation options for employees at growing logistics and distribution centers in the City of Aurora. The TIP grant application provides a great opportunity to improve area mobility and air quality by focusing on improving bicycle and pedestrian facilities on Smith Road.

Sincerely,

Lynn Baca
Chair, Adams County Board of Commissioners

CC: Adams County Board of Commissioners
Alisha Reis, Interim County Manager
Byron Fanning, Interim Deputy County Manager
Brian Staley, Director, Public Works
Janet Lundquist, Deputy Director, Public Works

<p>11. Does your subregion/agency support this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>12. Does your subregion/agency pledge financial support to this project, if requested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If yes, provide amount: \$ _____ Fiscal year(s) funds are provided in: _____</p> <p>If yes, where are funds coming from: <input type="checkbox"/> Local Agency (i.e., non-DRCOG funds) <input type="checkbox"/> Subregional Funding Target (forum must approve)</p>
<p>13. Please enter your name and date below which certifies the above information is accurate and complete, and your subregion/agency will honor any financial commitments made above: Name: Bryan Weimer Date: 6-16-22</p>



June 14th, 2022

Adams County Subregional Forum – Commissioner Steve O’Dorisio
C/O Chris Chovan
Senior Transportation and Mobility Planner
4430 South Adams County Parkway
Brighton, CO 80601-8204

Dear Adams Subregional Forum TIP Evaluation Committee:

We are writing in support of the City of Aurora’s DRCOG Transportation Improvement Program (TIP) application for the “Smith Road Bicycle – Pedestrian Multiuse Path between Peoria Station and Powhaton Road” project. The city proposes to address a critical gap in the city’s active transportation network by developing final design plans for a multiuse path to improve first/last mile connections to transit, modal options, and transportation choice to the manufacturing, distribution and logistics centers and the general Aerotropolis area in north central Aurora. This multiuse path, when constructed in the future will improve safety and comfort for pedestrians and bicyclists traveling along Smith Road, which experiences heavy freight traffic and currently only has soft shoulders.

Our organization supports any project that makes it safer and more comfortable for employees to walk or bike to any number of the businesses in the still growing concentration of logistics and distribution centers in this part of Aurora. The addition of a pedestrian and bicycle multiuse path on Smith Road will increase access to jobs for persons who may not currently have a reliable automobile and will assist in increased employee retention for businesses.

Please contact me if you have any questions.

Sincerely,

Kevin Hougen

A handwritten signature in black ink that reads "Kevin Hougen".

President/CEO

Aurora Chamber of Commerce

14305 EAST ALAMEDA AVENUE, SUITE 300
AURORA, CO 80012
303-344-1500
Fax 303-344-1564
www.aurorachamber.org



23 June 2022

Adams County Subregional Forum – Commissioner Steve O’Dorisio
C/O Chris Chovan
Senior Transportation and Mobility Planner
4430 South Adams County Parkway
Brighton, CO 80601-8204

Re: City of Aurora’s DRCOG Transportation Improvement Program (TIP) application for the “Smith Road Bicycle – Pedestrian Multiuse Path between Peoria Station and Powhaton Road

Dear Adams Subregional Forum TIP Evaluation Committee:

We are writing in support of the City of Aurora’s DRCOG Transportation Improvement Program (TIP) application for the “Smith Road Bicycle – Pedestrian Multiuse Path between Peoria Station and Powhaton Road” project. The city proposes to address a critical gap in the city’s active transportation network by developing final design plans for a multiuse path to improve first/last mile connections to transit, modal options, and transportation choice to the manufacturing, distribution and logistics centers and the general Aerotropolis area in north central Aurora. This multiuse path, when constructed in the future will improve safety and comfort for pedestrians and bicyclists traveling along Smith Road, which experiences heavy freight traffic and currently only has soft shoulders.

Our organization supports any project that makes it safer and more comfortable for employees to walk or bike to any number of the businesses in the still growing concentration of logistics and distribution centers in this part of Aurora. The addition of a pedestrian and bicycle multiuse path on Smith Road will increase access to jobs for persons who may not currently have a reliable automobile and will assist in increased employee retention for businesses.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tom Tobiassen".

Tom Tobiassen, President
Bicycle Aurora
tjtobiassen@gmail.com
303-915-2351

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

June 2, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair; Council Member (CM) Crystal Murillo (absent)

Others Present: Jack Bajorek, Daniel Brotzman, Traci Burton, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Michelle Gardner, Karen Hancock, Huiliang Liu, Matthew Kozakowski, Daniel Krzyzanowski, Julie Patterson, Mindy Parnes, Victor Rachael, Jeannine Rustad, Elly Watson, Tom Worker-Braddock

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the April 28, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS**4.a. DRCOG 2022-2027 Transportation Improvement Program (TIP) Project Application Update and Infrastructure Investment & Jobs Act Overview****Summary of Issue and Discussion:**

Mac Callison, Matt Kozakowski, Cindy Colip, and Huiliang Liu presented an update on the Denver Regional Council of Governments (DRCOG) 2022 to 2027 TIP Project application and an overview of the Infrastructure Investment and Jobs Act (IIJA). For Call 2, the TIP is providing \$451 million from varying sources from both state and federal funding for transportation projects in the Metroplex. It provides regional funding for regionally and sub-regionally significant projects. Aurora is within the Adams County and Arapahoe County Subregions.

The Infrastructure Investment and Jobs Act (IIJA) created 25% additional funding from the prior authorization act. This bill is a five-year authorization bill with annual appropriation bills attached to it. There are additional discretionary grant opportunities available at two regional agencies, the State Department of Transportation (DOT), and local jurisdictions. Adams County represents 15.5% of the total regional shares with \$23.9 million available and Arapahoe County covers 18.5% with \$28.9 million in available funding. The funding amounts will ebb and flow slightly as additional formula finalization of numbers from the US DOT come through to the Colorado Department of Transportation (CDOT) and CDOT disseminates those to the Metropolitan Planning Organizations (MPOs) such as DRCOG. Call 2 projects need to be submitted because the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and Senate Bill 21-260 multimodal transportation and mitigation options fund (MTMOF) have a completion date of 2026.

Call 2 consists of four selection criteria: sub regional impact for 30%, Metro Vision Regional Transportation Plan (RTP) priorities for 50%, leveraging for 10%, and project readiness for 10%. Sub regional impact addresses environmental justice, marginalized populations, jurisdictions, beneficiaries, and shared outcomes. The Metro Vision RTP priorities include multimodal options, air quality outcomes, transit system support, safety, freight systems, goods movements, and active transportation infrastructure and programs. There is a higher criterion point award for projects matched above the minimum 10% for the Multimodal Options Fund and 20% for the Surface Transportation Block Grant (STBG) Funding. Project readiness accounts for design and construction projects with National Environmental Policy Act (NEPA) clearance, railroad, waters, wetland involvement, etc. Applications for Call 2 are due on June 24, 2022. Once they are submitted, DRCOG will review them in terms of project eligibility and provide a scoring. The DRCOG scoring is advisory. Then, it will be placed within the Arapahoe and Adams County Forums. The forums will then render a recommendation to the DRCOG Committees and present the projects to the Transportation Advisory Committee, the Regional Transportation Committee, and the DRCOG Board.

Call 1 was a regional project call for \$40.3 million from the CMAQ and MTMOF. Through this call, the Denver East Colfax Bus Rapid Transit (BRT) was awarded \$12 million to support continued NEPA clearance and design. Call 3 will allocate \$47.5 million for regional projects. For Call 4, Adams County will have \$29.5 million, and Arapahoe County will allocate \$35.4 million. Calls 3 and 4 have multiple funding sources compared to Calls 1 and 2 which are sourced from CMAQ and MTMOF. For Calls 3 and 4, the 40% from CMAQ and MTMOF requires a 10% match while the 60% will be from STBG with a 20% match.

Call 3 is expected to open in August or September 2022 while Call 4 will open in December 2022

Call 2 focuses on multimodal transit and supportive projects, transportation demand management, transportation management associations and organizations (TMA/TMO), and greenhouse gas mitigation projects. CDOT Policy Directive 1610.0 talks about the greenhouse gas mitigation action plans. A presentation will be coming to the board for consideration of possible actions focused on local agencies relative to zoning density regarding parking considerations and policies.

Aurora has three projects that are qualified for Call 2 which are the City-wide Multimodal Transportation Master Plan, the Sidewalk Multimodal Access Improvements, and Smith Road Bicycle/Pedestrian Multi-use Path.

The City-wide Multimodal Transportation Master Plan will define the city's goals in terms of transportation, mobility networks, policies, and programs with prioritized projects and phasing levels. This will be an interdepartmental effort with the support of the city council and city management. There will be an emphasis on a multimodal transit, bike/ped, and vehicular transportation system which will provide an array of choices for mobility and provide safe environments for constituents. A citywide safety study is also recommended. Freight transport systems and the vision zero safety element will also be addressed in addition to mobility hubs and TMA/TMOs. New technology autonomous vehicles will be studied for safety aspects as well as future trends. There will be a focus on implementation strategies, funding opportunities, partnerships with adjacent jurisdictions and federal and state partners, and identifying priorities in terms of phasing. Systemic performance metrics and monitoring systems will be put in place. Staff is looking into providing mobility annual or biannual reports that will present the trends, benefits, and return of investments. The master plan will link

mobility modes and provide residents with community clarity and consistency. Community engagement programs will be done through surveys, focus groups, and other outreach platforms. The plan will continue to be updated to be relevant in terms of investment and meeting goals and objectives.

The Sidewalk Multimodal Access Improvements project will be a continuation of efforts to enhance pedestrian and bicycle access. This is in conjunction with the current Sidewalk Gap Closure TIP project which emphasized missing or substandard sidewalks. In the Havana Corridor Transportation Study, multiple areas were identified that needed improvements for transit. Havana Street, Yale Avenue, Chambers Road, and Colfax Avenue were identified as areas in need of transit stop connectivity. This project will serve vulnerable populations, provide safer access to all users, and implement ADA compliance. On the east side of Havana, there are no sidewalks that people who need wheelchairs can navigate safely. In the area, there are obstructions, unpaved sidewalks, and high-speed and high-volume traffic. North of Colfax Ave, locations were identified to improve access to transit stops at 13th Avenue, 17th Avenue, and Montview. In the southern part of Yale Avenue, there is no sidewalk. Bus access will also be a focus on the segment east of Peoria. Bus stops are standing in the middle of grassy areas which causes difficulty to access. On Chambers Road, there is also an area with bus stops serviced by Bus 153 in the middle of grassy areas which causes safety and accessibility concerns. In the area serviced by Bus 15, the segment of the corridor is unpaved. The city staff is in the process of developing cost estimates for the upcoming grant application.

The Smith Road Corridor is approximately eight miles long and is an important corridor for transit and jobs. There is a large presence of logistics-driven businesses that have lower-wage jobs that rely on transit. The project will produce a safe multimodal facility to allow for connections along the corridor. It proposes to install regional protected and separated bike and pedestrian facilities. Staff is looking into a varied approach for different segments of the 9-mile corridor due to the heavy rail & commuter rail presence as well as high volume of traffic and turning movements associated with the logistics uses. The installation of drainage infrastructure is also being considered. This varied approach with context-sensitivity throughout the corridor will drive construction costs. The proposed application in Call 2 is to utilize the federal funding and the 10% MMOF funding match to develop a 60% design effort for the entire corridor to address different factors that will affect the design and cost. This will allow the city to better prepare and move forward with future projects and applications with accurate costs. The 60% design allows the city to untether the bike and pedestrian facilities from the road. From this, different areas will be prioritized according to what needs to be improved first.

Staff is also proposing potential projects for Calls 3 and 4. The 13th Avenue Study will be used to identify constraints and opportunities and conduct NEPA preparations to have the 13th Avenue Multimodal Improvements queued for construction. Arapahoe County is fostering an initiative to look at Highline Canal Underpass crossing opportunities with one at Sable and another location on Colfax Avenue west of Airport Boulevard. The Alameda Bridge over I-225 is also proposed for an enhanced bridge replacement to advance the concept design and conduct NEPA preparations to be competitive for federal funding in the future. Concept design and NEPA preparations are also needed for the Chambers Road Grade Separation over Smith Road and Union Pacific Railroad where tanker trucks and semis frequently cross. The Peoria Bridge over Sand Creek is functionally and structurally at its limits and lacks sufficient bike/ped facilities. This bridge is urgently needed to be replaced and enhanced. Assessments will be done relative to discretionary grant opportunities as well as Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants. The Montview Boulevard on the Anschutz Medical Campus's final design is close to being completed. The next step is advancing it with partners on the campus for implementation. This project is a multimodal corridor improvement to serve the entire campus.

For discretionary grants, there is a match ratio of 30 to 50% in terms of the local match versus the federal share. For the RAISE Grant, there is funding from \$10 million to upwards of \$25 million. The next notice of funding (NOFO) for this is estimated to be in Q1 of 2023. The Peoria Bridge Project, Alameda Bridge Project, and Montview Boulevard Project are great candidates for this grant. The Chambers Grade Separation will be a candidate for the INFRA Grant Program geared toward freight and regionally significant projects that enhance goods movement. The NOFOs for the Citywide Traffic Transportation Safety Study came out in May with due dates in September 2022. This is a prerequisite to competing for actual design and construction project improvements and the next rounds of funding. Locations in Aurora that need safety improvements have been identified. Requests for funding to address those locations will be seen in the 2023 budget process. This will be supplemented by the safety study and implementation grant.

Committee Discussion:

Council Member (CM) Marcano asked if the grants for reducing vehicle miles traveled (VMT) only include infrastructure improvements or if they could also apply to the redevelopment of certain areas to reduce VMT. M. Callison said that they are principally focused on initiatives that will realize a mode shift in trip making such as fuel-efficient and sustainable energy transit, micro-transit, or human-powered active transportation options. He added that DRCOG briefed the board on what may be considered to meet greenhouse emission targets. DRCOG believes that the increasing densification around transit stations and telework will be quantified in the emissions estimation process as per the 2050 Regional Transportation Plan (RTP). However, he added that there is still a 20 to 30% gap, which calls into play the Greenhouse Gas Rule and the CDOT policy directive 1610.0 (Greenhouse Gas Mitigation Measures). The directive offers choices. One is that the region identifies resources in the current RTP and directs those in capacity or operational improvement projects into advancing and bringing BRT corridors sooner and reprogramming funds. Another option is to develop a regional mitigation action plan. M. Callison added that the board will have further conversations regarding what credits and reductions in emissions can be reasonably accounted for by the management parking system, actions, policies, and programs. He mentioned that they will assess allowing density bonuses in areas near fixed guideway transit, BRT lines, high-frequent transit, and bus lines. In addition, they will also assess the ability to move the needle from an emissions perspective and how they will fit within the plan.

CM Marcano asked for clarification on whether there is potential given that that is the direction that DRCOG is taking. M. Callison confirmed this. He mentioned that it must be context and jurisdictional-sensitive. CM Marcano said that he hopes that they will be able to densify underperforming commercial areas and use those to create transit hubs and walkable and bikeable environments. Over the long term, this will create a network throughout the city while preserving existing housing stock.

CM Marcano asked for clarification regarding Smith Road. He asked if they can pre-design a portion of the corridor to get a better idea of where to put the separated protected bike infrastructure. M. Kozakowski clarified that it would go through the entire strip and not just a portion. CM Marcano expressed that he is happy to have that separated. He thanked staff for including Yale in the sidewalk multi-modal access improvements.

CM Coombs thanked staff for including Chambers in the sidewalk improvement. She highlighted areas near bus transit that are difficult to access for people in wheelchairs and areas along Peoria that have narrow sidewalks. CM Coombs stressed the importance of sidewalks that provide access to people

with mobility impairments or those that need mobility devices. She asked what financial contributions the Anschutz Medical Campus is making for the project. M. Callison said that they participated in the cost of the design effort. C. Colip said that there has not been any contribution to date, but they are working with city management to start those discussions. CM Coombs said that it's important for them to be contributing financially given that they have more resources than the city in some cases.

CM Coombs asked if they could get funding support if they wanted to design a city-level version of the Employer Based Trip Reduction Program (ETRP) for the city of Aurora employees and in partnership with large employers within the city. M. Callison said that they have a Transportation Demand Management (TDM) study that is about to start as the Federal Highway Administration is reviewing the scope and the city was awarded a grant from DRCOG in 2021. The study will focus on the I-70 corridor, the Aerotropolis Area, Smith Road, and logistics and distribution centers. They would be in partnership with the Northeast Transportation Connections (NETC) or TMA/TMO. He said that it would be competitive in Call 4 for sub regional. He added that there is an almost equal mix between Surface Transportation Block Grant and Air Quality and Mitigation Funds in Call 4. He said that it makes sense to have a focused TMA/TMO whose business is to address alternative opportunities in the I-225 Corridor. He mentioned that they will learn from the Smith Road I-70 East Corridor perspective regarding scalability and use those learnings moving forward. CM Coombs said that she would like to have more conversations about it specifically for city employees and other opportunities for TMA/TMO. She added that she hopes that many or all projects will get funded. CM Marcano agreed with CM Coombs.

Outcome: The Committee approved the item to move forward to Study Session.

Follow-up Action: Staff will move the item forward to Study Session.

5. MISCELLANEOUS MATTERS (None)

6. ANTICIPATED TOPICS FOR NEXT MEETING

- 13th Avenue Study Update
- 2021 to 2022 Snow and Ice Report

Karen Hancock mentioned that Centennial Airport requested to make a presentation to the TAPS Committee. She said that they could put it on the agenda for the July or August meeting. CM Marcano said that he is happy to accommodate them for the next month's agenda if possible. K. Hancock said that she will work with C. Colip and V. Rachael regarding the scheduling.

7. CONFIRM NEXT MEETING

The next meeting was confirmed for June 30, 2022, at 1:00 PM. It will be a virtual meeting.

Approved: _____

CM Juan Marcano, Committee Chair

07.01.2021

Date

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

October 27, 2022

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Alison Coombs, Vice-Chair, Council Member (CM) Crystal Murillo

Others Present: Scott Bauman, Daniel Brotzman, Traci Burton, Haley Busch-Johansen, Mac Callison, Carlie Campuzano, Lynne Center, Cindy Colip, Michelle Gardner, Matthew Kozakowski, Huiliang Liu, Christina McClelland, James Paral, Mindy Parnes, Julie Patterson, Laura Perry, Victor Rachael, Jeannine Rustad, Elly Watson, Tom Worker-Braddock

Guest: Michael King (Colorado Department of Transportation), Sarah Thorne (Colorado Energy Office Transportation Fuels and Technology)

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the September 22, 2022 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS**4.a. Briefing from Colorado Energy Office (CEO) on Statewide eBike Initiatives****Summary of Issue and Discussion:**

Sarah Thorne, Senior Program Manager from the Colorado Energy Office, provided an overview of the statewide eBike programming including the eBike rebate, Can Do Colorado Full-Service Program, and eCargo Bike Commercial Delivery Program. The programs were funded by SB 22-193 which allocated \$12 million, with \$10 million going to eBike rebates and \$2 million for the full-service program. The eBike Rebates will be set up as a point-of-sale rebate to reduce eBike prices and allow more people to take advantage of the program. It is targeted at low and moderate-income individuals. A third-party administrator will process rebate applications. The RFP will be out soon with the hope of starting the program by March 2023. Discussions are still being had for possible incentive differences for low versus moderate income and qualifications based on the area median income. The Can Do Colorado eBike Pilot Program is currently running and was launched last year. 156 bikes were given to low-income essential workers in addition to locks, helmets, training, etc. The participants were asked to log their trip data to log the emissions avoided by riding the eBike versus driving a car. The pilot was done to inform the Full-Service Program which will be available to local governments, non-profits, community-based organizations, and tribal governments. The RFP will require applications to have a targeted population. \$1 million of funding will be for this fiscal year and another

\$1 million for FY 2024. The eCargo Bike Commercial Delivery Pilot does not have a program design yet. It is funded through the community access enterprise through the retail delivery fee. The current plan is to have cargo bikes available for gig workers driving for Door Dash, Uber Eats, or similar businesses or focused on working with local businesses for delivery. \$240,000 is available for the pilot.

Committee Discussion:

CM Coombs asked if there are other requirements in terms of program administration from the city and where the bikes would be procured. S. Thorne explained that for the pilots, eBikes were purchased through a bike shop in the community. The program manager then screened applicants and handed out the eBikes from their office. They also included training and events to encourage people to ride their bikes. She added that there was more admin time and collaborative effort needed between participants and the program. CM Coombs asked if they have a list of metro region organizations that might be interested in collaborating on the program. S. Thorne answered that they are partnering with Bicycle Colorado which will be providing technical assistance. CM Coombs asked what the local match would be. S. Thorne said that there is a small non-defined match. She mentioned that staff time could be provided in lieu of.

CM Marcano asked what the challenges of widespread adoption of the program would be. S. Thorne stated that cost is the biggest challenge. They are looking at ways to continue the program after the funding runs out. She added that having bicycle infrastructure, especially in rural areas, would be an issue. CM Marcano asked if bicycle infrastructure would be used to evaluate interested jurisdictions. S. Thorne said no. CM Marcano asked if there is a potential for long-term transportation method behavioral changes. S. Thorne said that there is a shift in people using their eBikes over car travel. Participants mentioned that their co-workers are also now exploring how to finance their own eBikes due to a ripple effect. CM Marcano mentioned that the current bike infrastructure in Aurora consists mostly of sharrows, and there are few protected bike lanes.

Outcome: Information only.

Follow-up Action: No follow-up needed.

4.b. Resolution for the IGA between City and CDOT for Funding of the Aurora Aerotropolis / I-70 Corridor TDM Program Development and Implementation Project

Summary of Issue and Discussion:

Tom Worker-Braddock, the Senior Transportation Planner, presented this item. In 2021, an application for the DRCOG Transportation Demand Management (TDM) grant to develop a TDM program for the Aerotropolis area was submitted. The grant was awarded, and the city will now enter an intergovernmental agreement (IGA) with Colorado Department of Transportation (CDOT) to initiate the project. TDM is the encouragement of travel behavior that makes more efficient use of the transportation network. It encourages people to travel using modes and times of day where the transportation system has more capacity. This benefits employees by providing more options and choices of transportation and benefits employers by providing more reliable employee attendance, and a greater pool from which to draw potential employees. The project came about from conversations in 2019 about employee transportation needs with business stakeholders from Amazon and other companies in the I-70 logistics and distribution center.

There is a high demand from employees in that area for alternative commuting options. Due to the development pressure at Aerotropolis Parkway, CDOT is requiring a rollout of a separate TDM program funded by Aerotropolis Regional Transportation Authority (ARTA). As part of the initial outreach in 2019 and 2022, city staff worked with Denver Regional Council of Governments (DRCOG) to administer a survey. It showed that more than 60% of employees can't afford car repair, 40% are interested in better transit service, and more than 60% have a household income of less than \$46,500. In this TDM grant project being presented today, the city will work with Northeast Transportation Connections, ARTA, CDOT, Regional Transportation District (RTD), DRCOG, and Adams and Arapahoe Counties to develop a TDM program for the area. This includes defining an organizational structure, working with stakeholders, identifying program goals, objectives, and plans, and implementing near-term strategies. The team will work with businesses, employees, and agencies to determine a structure to work together in a long-term sustainable manner to deliver transportation choices to users. The project will also evaluate the program implementation to determine success. It will cost \$130,000 with Aurora providing a 15% local match of \$20,000. It will be approximately two years from the start of the contract. The area will be between Peoria Street on the West, Monaghan Road on the East, and north of 6th Ave.

Committee Discussion:

CM Coombs asked if there are conversations being had around augmenting the light rail infrastructure to increase access through other modes from light rail to the area. T. Worker-Braddock said that they had extensive discussions with RTD in 2019 and 2020 about the need to expand a transit service by extending existing routes or providing flex route service. However, RTD would not be able to provide these due to budgetary constraints and limited driver availability. T. Worker-Braddock explained that the TDM provides an organizational structure to set up a transportation management association for businesses to hire a private shuttle and expand connections. A business operating this by itself would be challenging and cost-prohibitive.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.

4.c. Arapahoe Countywide Transit and Micromobility Study

Summary of Issue and Discussion:

Mac Callison, Transportation Planning Supervisor, presented this item which was brought to the Executive Committee of the Arapahoe Transportation Forum in May and June 2021. The proposed Arapahoe Countywide Transit and Micromobility Study was successful in being awarded \$1.295 million in federal funding for DRCOG Transportation Improvement Program (TIP) Call #2. The DRCOG Board approved Calls #1 and #2 recommended projects and finalized those into the DRCOG FY2022-2025 TIP on September 21st. The overall study will be concentrated on urban areas throughout the county focusing on commuter trips, origins and destinations, travel patterns, and existing transit services. The study will conduct a robust public outreach and engagement process, document existing conditions, and provide recommendations to address current and future unmet transit needs. The efforts include implementing a pilot project which will be funded with approximately 50% of the total grant funds. In addition, the RTD sponsored Sub regional Service Councils will be activated and study findings can be conveyed to the Councils. Recommendations will be tiered as near-term for 1 to 5 years, mid-term for 5 to 10 years, and long-term for 10 to 20 years. First and final-mile connections and mobility hubs will also be addressed. Seven jurisdictions will be participating. The project will have \$1.455 million in total funding with a 90-10 federal-local split with the requested Aurora

proportional local match share being \$40,000. There are discussions and agreements underway to provide proportional local match funds from the other local jurisdictions and the transportation management association (TMA) based on population and employment.

Committee Discussion:

CM Coombs mentioned that they were looking at applying for Department of Local Affairs (DOLA) funds for local matches for transportation projects. She asked if these would apply to DRCOG TIP study matches or only to projects for which the DOLA local match funding is targeted. M. Callison explained that the city is applying for some DOLA funds to help in meeting the city's \$12 million local match for station enhancements on the Bus Rapid Transit project for the East Colfax Corridor. The Federal Transit Administration to local jurisdiction match ratio is 49/51%. He added that the \$1 million request in DOLA funds would cover a portion of the approximately \$12 million local match responsibility. L. Perry added that the DOLA funding has been put out for matching opportunities to support the Infrastructure Investment and Jobs Act (IIJA) opportunities specifically. There is approximately \$80 million approved by the state legislature. The funding flow related to the DRCOG TIP is not yet clear and defined. She clarified that the DOLA matching funds are available only for the federal infrastructure bill grant opportunities with a focus on the discretionary grant programs. CM Coombs asked if the city will be looking to provide the local match with grant applications that that are being developed. L. Perry said yes.

CM Marcano asked for further information regarding public engagement and outreach strategies. M. Callison said that Arapahoe County staff is developing the detailed study scope in preparation for issuing a request for proposals (RFP). County staff is available to discuss our focus and interests and we will provide input as the final scope for the RFP is being drafted. CM Marcano suggested doing community engagement like the one for 13th Avenue with door-to-door community canvassing to get genuine input. M. Callison said that this study effort anticipates using a blend of techniques and methods of securing engagement since the initiative is countywide.

The Committee unanimously supports participating in this Study and providing the proportional local match in the amount of \$40,000.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.

4.d. Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Application

Summary of Issue and Discussion:

Victor Rachael, Deputy Director of Public Works, presented this item. The SMART Grant is a US Department of Transportation (USDOT) grant that came out of the bipartisan infrastructure law with over \$100 billion over the next five years for technology projects related to connected vehicles, signal coordination, etc. In Aurora, connecting the signal system via wireless remains a challenge due to topography and limited bandwidth. Fiber can solve this challenge and provide additional opportunities for the city. In line with this, staff proposes to apply for up to \$2 million in funding from Stage 1 Planning and Prototyping Grant, then Stage 2 following a successful first application. Fiber can improve signal connectivity, connected vehicle technology, and signal priority. It also allows staff to pull traffic signal performance measures and metrics more effectively. In addition, it also supports an

active traffic management program and center. Fiber would allow the city to pursue other smart city applications, which bandwidth is currently not available. There is no local match for this grant.

Committee Discussion:

CM Marcano commented that it is exciting to see funding from the federal level to improve traffic management systems and build out much-needed infrastructure.

Outcome: The Committee unanimously approved moving this item to Study Session.

Follow-up Action: This item will move forward to Study Session.

4.e. Alternative Fuels Corridor Nomination Process

Summary of Issue and Discussion:

Michael King, from the Colorado Department of Transportation, presented the National Electric Vehicle Infrastructure (NEVI) Program. There are three different levels of electric vehicle charging namely Level 1 which uses a regular plug like in houses or buildings and charges electric vehicles (EVs) slowly; Level 2, often seen at public buildings and workplaces and charges EVs in 6 to 8 hours; and Level 3 or DC fast charging which charges EVs in 20 to 40 minutes and is used for long-distance travel. The NEVI program focuses almost exclusively on DC fast charging. Currently, there are several DC fast charging areas in Colorado that provide the ability to travel to and from any part of the state with confidence. However, more are needed. The NEVI program is funded through the Infrastructure Investment and Jobs Act (IIJA) with \$5 billion across the country for DC fast charging installation. In Colorado, the allocation is \$57 million, with \$8.3 million in the first year. Another \$2.5 billion in funds will be available through a discretionary or competitive grant program from the federal government in early 2023. This other program is more flexible in terms of fuel types and geography while the NEVI program is only focused on fast charging and is tied to designated corridors.

Every state was required to develop and submit a plan for the NEVI program to the federal authorities. Colorado received approval on September 14th, 2022. Projects must be within one mile of a federally designated EV corridor to be eligible. The program prioritizes electrifying rural areas, disproportionately impacted communities, and areas with a potential for freight and goods movement since delivery vehicles have bigger impacts on air quality and climate change. The DC fast charging locations will be required to have at least four 150-kilowatt chargers to remain future-proof. Colorado has 13 designated corridors and NEVI compliance stations that meet NEVI standards have been identified. Stations that have yet to meet the NEVI standards might be able to be upgraded as opposed to starting from scratch. Areas without DC fast charging have also been identified. Any of the areas are eligible for NEVI funding; however, it is more attractive to build in an area without one yet or to upgrade an existing site. To seek designation, it must be identified if the site is on a national highway system, if it supports regional or interstate travel, if it serves a disproportionately impacted or rural community, if there is a potential for fast charging, and if it is a priority for Aurora. I-225 is currently on the shortlist.

Colorado also has grant programs for all other types of charging such as the Charge Ahead Colorado. This may be preferable for certain projects as it avoids federal requirements which may be onerous. The NEVI corridor designation process was initiated by the federal office in Q1 of each year. CDOT staff work with communities and stakeholders to identify specific corridors. A nomination packet is submitted as to why the corridors need a designation, then the FHWA responds in the summer. Once

the designation is official, projects could begin to receive NEVI funds. CDOT is working with Colorado Energy Office to set up a specific grant program and all its criteria. Grant solicitation will be done in Q1 of 2023. The NEVI plan will be updated on an annual basis and will be an ongoing program for at least five years.

Committee Discussion:

CM Murillo asked if Colfax would be an eligible roadway. M. King said yes since Colfax is part of the national highway system. CM Murillo said that she would be open to exploring what this program would look like for the Colfax Corridor. CM Marcano highlighted that Colfax and Havana are state highways that run through impacted communities in Aurora. He advocated for the corridors to be flagged through the NEVI or Charge Ahead Colorado Programs. CM Marcano asked if the corridors would be better suited for Charge Ahead or if they should aim for NEVI designation. M. King said that he will work with staff and other stakeholders on talking about I-225, Havana, or Colfax for the next round. He said that the project comes down to the location and the intended user. He explained that DC fast charging would be better to put in existing fueling stations or retail areas while Level 2 chargers would be a better fit for housing, work areas, community areas, etc. He added that the Level 2 chargers would be more affordable and would not have as many federal requirements. He mentioned that Colorado Energy and Xcel Energy have grants and programs to help communities develop an EV readiness plan which provides a roadmap for what funds will be pursued.

CM Marcano commented that Havana has a large shopping center where people spend a lot of time but there is only one rapid charging station. He mentioned that Havana BID may be interested in the conversation and it could bring more business to them. M. King mentioned that the Charge Ahead Colorado Grant Program has rounds three times a year. CM Coombs requested flagging Parker Road. CM Marcano mentioned getting high-voltage chargers in small-town restaurants and museums to general positive economic impact and increase the likelihood that people will adopt EVs.

Outcome: Information only.

Follow-up Action: No follow-up needed.

4.f. Grant Updates- DRCOG FY2022-2027 Transportation Improvement Program and Infrastructure Investment and Jobs Act Discretionary Grant Programs

Summary of Issue and Discussion:

Victor Rachael and Mac Callison presented an update on applications for the DRCOG FY2022-2027 TIP Calls #1-4. Call #1 represented a regional project focus for approximately \$40 million. The DRCOG Board approved the project recommendations which were solely directed for multimodal and transit projects in May 2022. Additionally, the Board approved the Forum(s) recommendations for Call #2, Sub regional Share projects at the September 21st Board Meeting. Call #2 has a total of approximately \$173 million for the entire region focused on multimodal and transit projects. The Forums received funding based on their proportional share of population, employment and vehicle miles traveled. Staff submitted three project applications 2 on this Call. Call #4, Sub regional Share Projects, will open on November 28th and applications are due on January 27, 2023. Total funding across all Forums is approximately \$193 million for multimodal, bridge, safety, and street projects. The Adams Forum is apportioned approximately \$30 million and the Arapahoe Forum funding level is estimated at \$36 million.

The six projects in Call #1 were brought into the FY2022 to 2025 TIP. Approved Call #1 projects includes the Denver-sponsored Colfax BRT Project which requested \$18 million and was awarded \$15 million to support the National Environmental Policy Act (NEPA) process and design activities for the project. Call #2 recommended projects were recently approved at the September 21st DRCOG Board meeting, including the Aurora Multimodal Transportation Master Plan programmed to start in FY 2023. Staff members are currently developing the scope for the RFP with recommendations coming to Council in Q1 of 2023. The notice to proceed is aimed at April 2023. Also moving forward is the Aurora Multimodal Access Improvements Design and Construction for locations on Havana Street, Colfax Avenue, and Yale Avenue focusing on sidewalk connections to bus stops. The Smith Road Multimodal Improvements – Design will also move forward to bring deliver a 60 percent design, including the multimodal side path. All these projects were successful in being awarded full funding as requested.

A total of 19 projects were submitted for Call #3 Regional Share Projects with 13 for the Surface Transportation Block Grant funding track and 6 for the Air Quality and Multimodal Grant funding track. These projects far exceed the available funding. The public comment period has been completed and all proposed project applications will be advancing to DRCOG for scoring. The scores provided are non-binding but serve an informational role. The project review panel is comprised of representatives from all 8 Transportation Forums, CDOT and RTD representatives and will convene on October 31st. The panel will ultimately make recommendations that will be forwarded to the DRCOG Board for approval on November 16th. Prior to Board action, the Call #3, Regional Projects assessment and recommendations will be brought to the Transportation Advisory Committee on November 14th and the Regional Transportation Committee on November 15th.

City staff compiled the Peoria Bridge over Sand Creek Replacement project application which aims to clear it through NEPA and produce a final design. The preliminary design concept at the 25 to 30% will be completed by a consultant team by years end. The project NEPA and final design activities is estimated to cost \$3 million with Aurora providing a 40% local match of \$1.2 million and the remainder, \$1.8 million being requested from available federal TIP funds. The Peoria Bridge has become aged and inadequate and is also a pinch point for traffic. It was constructed in 1996 and carries volumes of over 33,000 vehicles per day including freight traffic. There are concerns about it being structurally deficient, and it also does not provide adequate multimodal pedestrian and bicyclist passage and connectivity.

The Surface Transportation Block Grant funding category for which this proposed project is seeking funding has approximately a total of \$27.7 million apportioned to the Adams Transportation Forum. However, there are a total of \$121 million in applications. Call 4 has approximately \$192 million with a 55-45 split for surface transportation (STP) and Air Quality Multimodal projects. The project package recommendation will advance to the Executive Committee and then Adams County Transportation Forum. Those will be ported to the DRCOG Committees, Transportation Committee, Advisory Committee, RTC, and the DRCOG Board for consideration in March or April 2023. These recommendations will require policy and program changes to the overall TIP.

Call #4, Sub regional Share Projects, applications are anticipated to be e made for the 13th Avenue Multimodal Study for NEPA clearance and 60% design. The High Line Canal Trail Underpass at Colfax Avenue, west of Airport Boulevard, a joint project of the PROS Department and Arapahoe County will be assessed for design and construction activities. Alameda Bridge over I-225 is contemplated as a proposed bridge replacement project with focus on NEPA clearance and design activities. In addition, bike/pedestrian facilities and turn lanes on the bridge must be brought to proper

and current standards. Staff may also propose design and potential construction activities for multimodal access improvements for segments of Havana, and other locations throughout the city. and Gun Club Road for NEPA and final design activities.

Potential projects for the IIJA US DOT Discretionary Grant Programs include Montview Boulevard within the Anschutz/Fitzsimons Innovation Community for construction, Alameda Bridge over I-225 – depending on outcome of Call #4, the Chambers Road at Smith Road/A Line/UPRR Grade Separation, a clear freight category project. Gun Club Road NEPA/design/construction, a Citywide Transportation Safety Study, and the ADA Transition Plan Implementation related to the existence of substantial sidewalk gaps and ADA ramp deficiencies within known right of way. An addition, a city Traffic Management Center/Fiber Optic Communications infrastructure – design and construction.

Committee Discussion:

CM Murillo expressed support for seeking additional funding resources for future projects. CM Coombs expressed appreciation for the presentation and is excited to see how funding can be received to address infrastructure needs. CM Marcano thanked the presenters for providing proper context of how much funding comes through DRCOG and the regional transportation forums.

Outcome: Information only.

Follow-up Action: No follow-up needed.

5. MISCELLANEOUS MATTERS

Traffic and Safety Issues in Havana

Carlie Campuzano presented a brief overview of the incidents in Havana. In October 2020, staff received resident outreach regarding a fence crash and a request to repair object marker signs. CDOT assisted in doing a crash review to see if any patterns could be corrected by engineering measures. Signing and striping improvements were then made at 4th and Havana in December 2020. Additional outreach was received in February 2022 for a fence crash at the same corner. Staff worked with CDOT to get another crash history and did additional signing and striping improvements. In the corner, vehicles use the right turn lane to go straight, get across, and cut the queue of traffic. Staff modified the road and emphasized the right-turn lane. In June 2022, a council request was received from CM Medina. A public meeting was held with the residents with CDOT in attendance. All questions were answered thoroughly. More recent requests have been received to look at the area. Staff and CDOT are discussing additional improvements and are setting a meeting with CM Medina.

CM Marcano suggested using a concrete guide or a physical obstruction to change the built environment and eventually change driver behavior. C. Campuzano said that they are collecting a survey and discussing the next steps with CDOT. Signing and striping are the fastest and least expensive ways to address the problem. She also mentioned that there isn't a high or frequent crash pattern. She added that CDOT has extended the lane, added markings, and added signs. They are discussing putting physical barriers. CM Marcano stressed the importance of being proactive as opposed to waiting for a significant pattern to emerge which puts people's lives at risk due to dangerous situations. C. Campuzano explained that they try to be proactive but are also concerned about unintended consequences such as people hitting or swerving more to avoid physical barriers that are put right away.

R-Line Derailment

CM Marcano mentioned that he submitted a council request for a constituent that had concerns regarding the R-Line still being out of service. He requested staff to reach out to RTD and arrange a briefing on the status of the derailment investigation and how they inform residents of schedule changes and disruptions. C. Colip mentioned that a Denver Post Article came out on the R-Line. M. Callison mentioned that they reached out to RTD multiple times but did not receive additional information to what is on the website.

6. ANTICIPATED TOPICS FOR NEXT MEETING

- IGAs with CDOT
 - Streets and Snow Update
-

7. CONFIRM NEXT MEETING

The next meeting was confirmed for November 30th, 2022, at 1:00 PM. It will be a virtual meeting.

Approved:  _____ 2022.11.30
CM Juan Marcano, Committee Chair Date



February 23, 2023

Smith Road Multimodal Design Grant

Transportation Improvement Program (TIP) Grant

*Gary Vidlock, Engineering Supervisor – Transportation Project Delivery
Public Works*

Project Selection

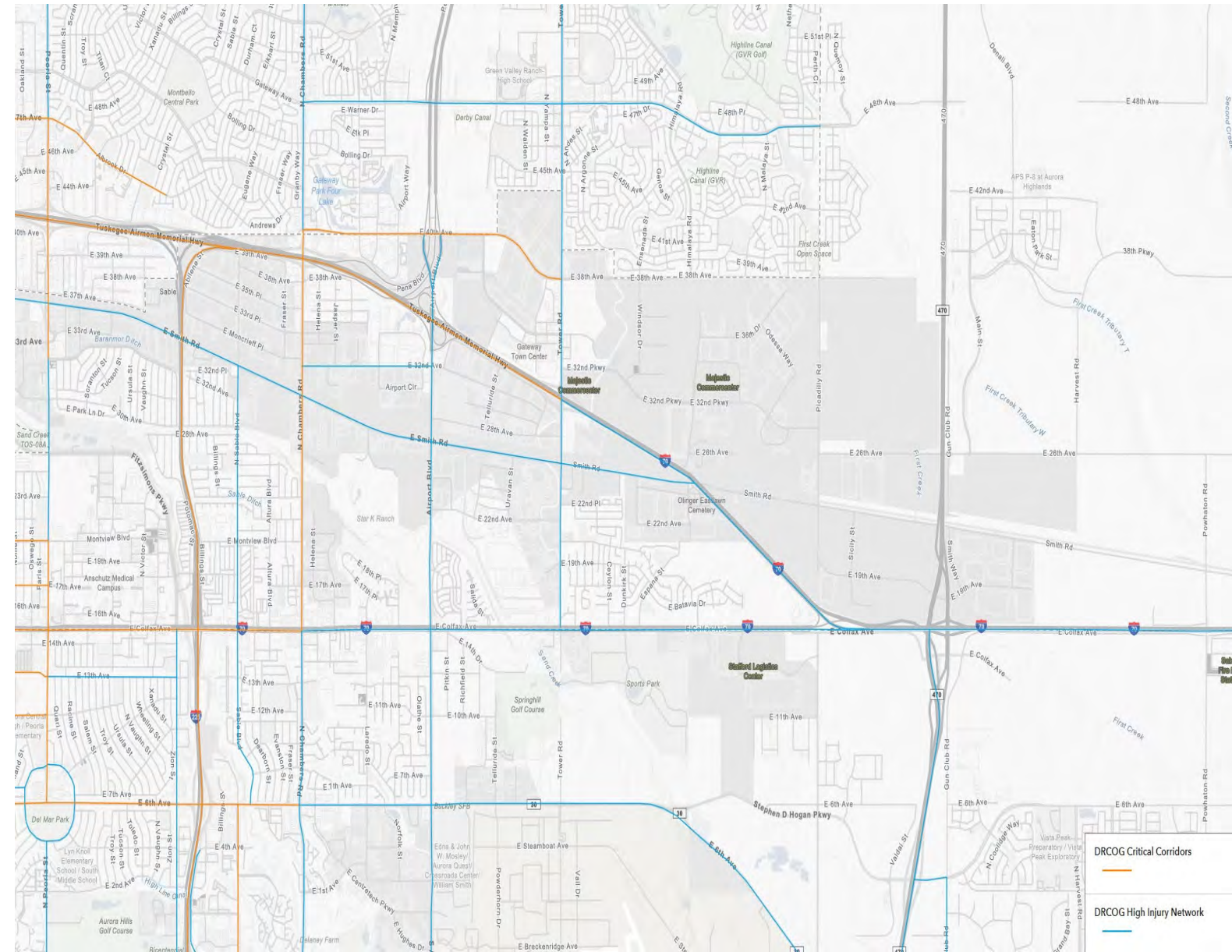
- Funding information:
 - FY 2022-2025 TIP Call for Projects: Regional and Subregional Share
- Grant criteria:
 - Air Quality and Multimodal (AQ/MM) projects only
- Project Goals:
 - Provide safe options for multimodal travel for entire length of corridor



Project Selection

- Corridor identified by DRCOG as part of the High Injury Network
- Corridor intersects with two critical corridors (Peoria and Chambers)
- Several factors lead to safety concerns:
 - Non-contiguous pedestrian facilities
 - High volumes of truck traffic
 - Multiple bus stops without access to sidewalk

High Injury Network Source: Denver Regional Council of Governments



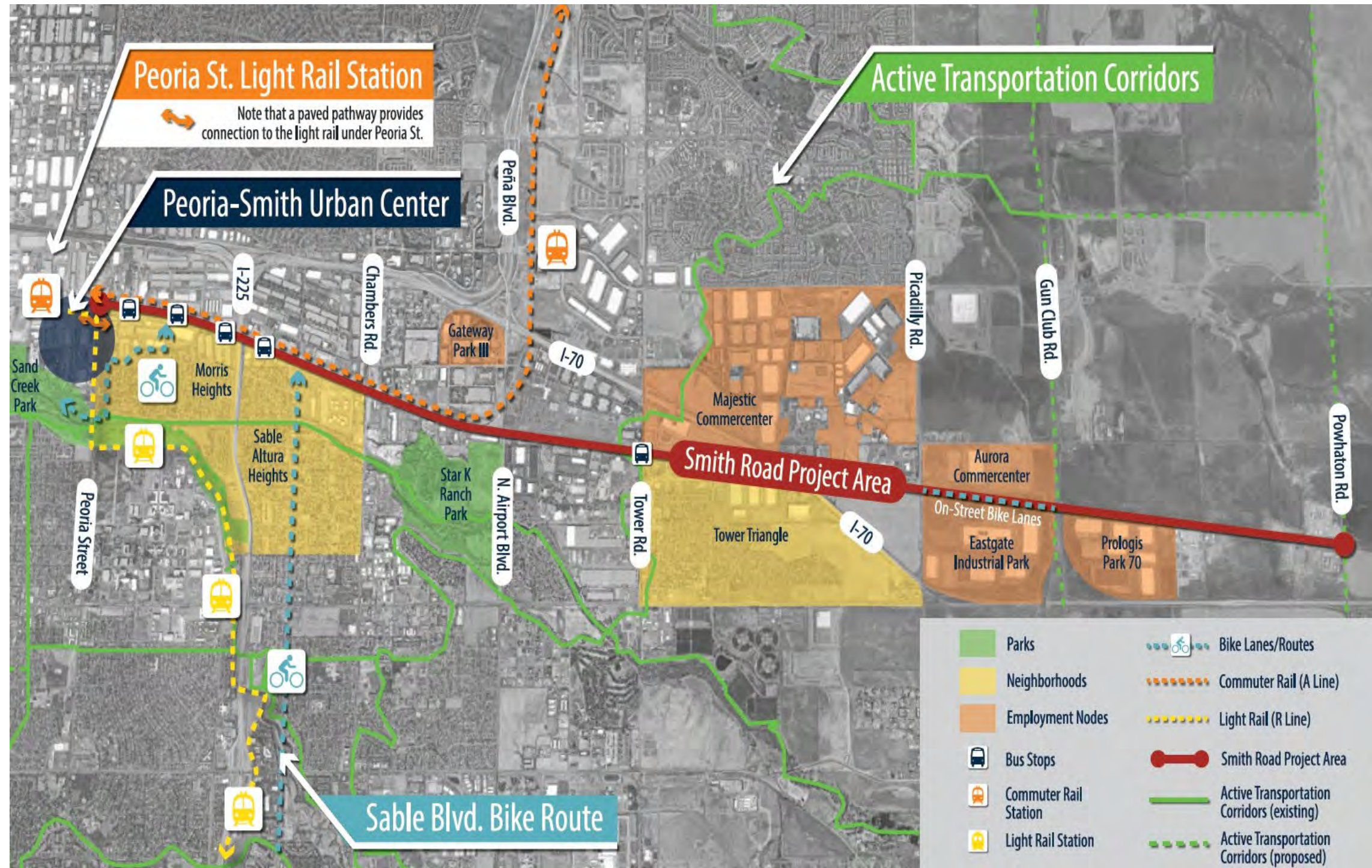
Project Scope

- Confirm corridor programming for land uses
- Public outreach to stakeholders
- NEPA Resource evaluation and compliance
- Progress conceptual design (10%) to 60% design plans
- Determine phasing and priority of Smith Road corridor segments



Project Area

- Project spans from Peoria Street to Powhatan Road

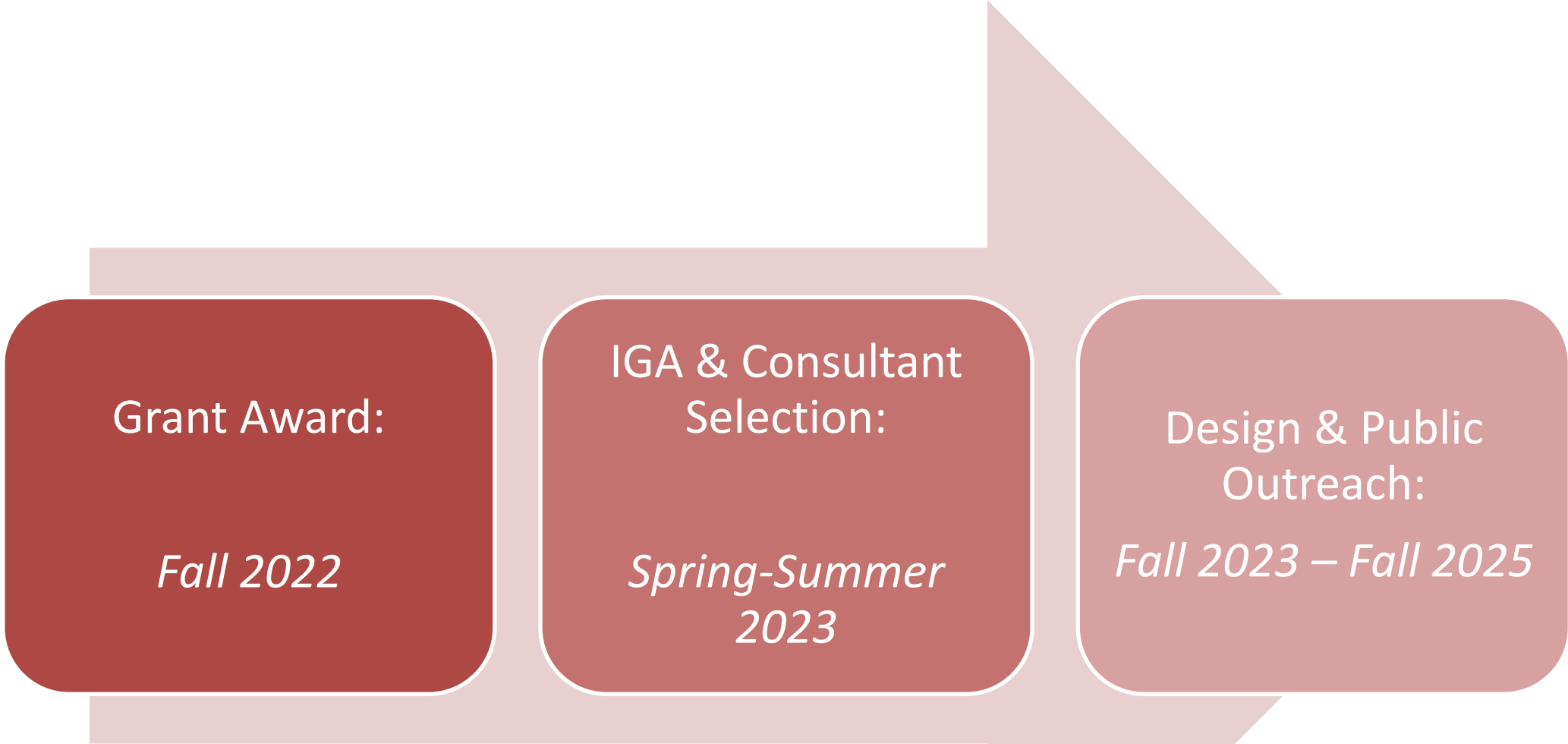


Grant Award

- **12** applications submitted to DRCOG for Adams County Subregion
 - **59** applications submitted statewide
 - All projects awarded funding
- **Smith Road Multimodal Design Project awarded \$4,500,000** grant funds
 - **\$500,000** City Match



Anticipated Project Timeline



Questions?

Question for the Committee: Does the Committee support moving the IGA forward to the next available Study Session?

Transportation, Airports and Public Works (TAPS) Policy Committee Meeting

February 23, 2023

Members Present: Council Member (CM) Juan Marcano, Chair; Council Member (CM) Angela Lawson, Vice-Chair, Council Member (CM) Ruben Medina

Others Present: Traci Burton, Mac Callison, Haley Johansen, Elly Watson, Huiliang Liu, Lynne Center, Cindy Colip, Matt Kozakowski, Mindy Parnes, Rachel Allen, Scott Bauman, Julie Patterson, Nicholas Johnson, Gary Vidlock, Brian Rulla, Tom Worker-Braddock, Jim Paral, Steve Durian, Laura Perry

1. WELCOME AND INTRODUCTION

2. APPROVAL OF MINUTES

The minutes for the January 26, 2023 TAPS meeting were approved as written.

3. CONSENT ITEMS (None)

4. GENERAL BUSINESS

4.a. Consideration to Approve a Resolution for the IGA with CDOT for Smith Road Multimodal Design

Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora for the Intergovernmental Agreement between City of Aurora and Colorado Department of Transportation for the Smith Road Multimodal Design Project

Summary of Issue and Discussion:

Gary Vidlock, Engineering Supervisor, and Matt Kozakowski, Transportation Project Delivery Manager, presented this item. As a recap, there were four TIP (Transportation Improvement Program) calls for projects from DRCOG last year. The second TIP call utilized ARPA funds for a portion of the funding and focused on projects with air quality and multimodal components. The Smith Road Multimodal Design project application was submitted to DRCOG for funding under the Adams County subregion. This project application was for 60% design of Smith Road, for a length of nine miles from Peoria Street to Powhatan Road. The goal for the Smith Road Multimodal Project is to provide safe options for multimodal travel for the entire length of the corridor. The application was approved for funding by DRCOG for a total amount of \$5,000,000. The project only requires a 10% match from the City.

The Smith Road corridor has been identified by DRCOG as part of the High Injury Network. It also intersects with Peoria and Chambers, which were also identified as two critical corridors. Several safety factors that led to the concerns along the corridor include: (1) non-contiguous pedestrian facilities. Many segments do not have sidewalks or bike trail on either side of the road. The project aims to provide connectivity along the entire corridor; (2) high volume of truck traffic; and (3) multiple bus stops without any direct access to the sidewalk along Smith Road.

The scope of the project includes: (1) confirming corridor programming for the existing and proposed land uses to make sure that the type of roadway section the City plans to use would be congruent with the existing and anticipated uses; (2) Public outreach to hear and address stakeholder concerns; (3) coordination with CDOT to determine the NEPA clearances that will be required; (3) progressing the 10% conceptual design submitted with the application to 60% design plan level; (4) breaking up the corridor into segments to determine how to phase and prioritize improvements as some sections of the corridor will be prioritized higher than others.

The project area is approximately nine miles long. It is bound on the west by Peoria Street and it goes east to Powhatan Road. There were twelve applications submitted to DRCOG for the Adams County Sub region and fifty-nine applications submitted statewide; all of these projects were awarded funding. The Smith Road Multimodal Design Project was awarded \$4.5 million in grant funds, \$2.5 million of which was ARPA funds. There's a 10% city match of \$500,000.

Regarding the project timeline, the grant award was announced last fall and the City is concurrently working through the IGA process with CDOT and putting together the RFP for consultant selection. It is anticipated we will have a consultant on board by the summer. The design and public outreach will occur from fall 2023 to fall 2025.

Committee Discussion:

CM Lawson asked about the number of engagement sessions that are planned during the duration of the project in order to collect information from stakeholders. G. Vidlock stated he hasn't identified an exact number yet. The City currently has typical sections specifically for this corridor in the roadway criteria manual. G. Vidlock had a conversation with the transportation planning group and there has been a good amount of public outreach in the past along the corridor. The intention of the project is to confirm that the previously designed sections would work with what is occurring in the corridor today. CM Lawson stated she was fine with moving the IGA forward.

CM Medina did not have any questions and he approved the IGA as well.

CM Marcano stated he was excited to see this project move forward. He stated that he discussed this in the subcommittee for Arapahoe County. Even though this project was in Adams, it's still an area that is very important for the city and the region. He also commended the team for doing a lot with the match they had. He further added that he would strongly support this moving forward.

Outcome: The Committee supports moving the IGA forward to the next Study Session.

Follow-up Action: No follow-up needed.

DRAFT



CITY OF AURORA

Council Agenda Commentary

Item Title: Kings Point South PA 1-4 Zoning Map Amendment
Item Initiator: Erik Gates, Planner
Staff Source/Legal Source: Erik Gates, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/13/2023

2nd Regular Meeting (if applicable): 3/27/2023

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)

Erik Gates, Planner, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/8/2023

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on February 8, 2023 and voted unanimously (7-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit D) and this details the discussion and Planning Commission action on this item.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The applicant, Lennar, is requesting approval of a Zoning Map Amendment to rezone approximately 33 acres from Residential – Medium Density (R-2) to Residential – Low Density Single-Family (R-1). The subject property is located within Subarea C, at the southern end of Aurora, north of the intersection of E-470 and Cottonwood Drive. The anticipated use for this property following a rezoning to R-1 would be single-family dwellings.

The property is located within the Established Neighborhood Placetype within the Aurora Places Comprehensive Plan. The proposed R-1 zone district is well compatible with the designated placetype and permits compatible uses, which are primarily identified to be residential uses in the Comprehensive Plan.

The proposal is being driven by the Kings Point South PAS 1-4 Site Plan and Plat application (DA-1628-06), which proposes single-family detached dwellings in the proposed rezoned area. A rezone was required for that proposed site plan layout in order to avoid splitting individually platted lots between zone districts. The referenced application is still under review with City Staff.

Ten adjacent property owners and sixteen registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during Staff review. Therefore, no neighborhood meeting was held.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the Zoning Map Amendment from the R-2 District to the R-1 District?

LEGAL COMMENTS

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

- (1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
- (2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
 - (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
 - (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
 - (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

(City Code Sec. 146-5.4.1.C) (Money)

E LONG AVE

CITY OF CENTENNIAL

Subject Site

E-470

VALLEY HI DR

S PARKER RD

COTTONWOOD DR

TOWN OF PARKER

LOOKOUT DR

King's Point South Zoning Map Amendment



Aurora is Worth Discovering!



City of Aurora, Colorado

Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7217
GIS@auroragov.org

Case Number: 2000-2014-03
Development Application: #1628-07



2953 South Peoria Street, Suite 101
Aurora, Colorado 80014
303.770.7201 fax 303.770.7132

January 5, 2023

Mr. Erik Gates
City of Aurora Planning Department
15151 E. Alameda Parkway
Aurora, CO 80012

Dear Mr. Gates,
THK Associates, on behalf of Lennar is applying for a rezoning of Kings Point South Planning Areas 1-4. Currently, there is a concurrent Site Plan (DA-1628-06) under review by the City of Aurora for this parcel. The Site Plan meets dimensional standards of R-1 zoning in areas that are being proposed for a zoning map adjustment.

We look forward to working with the City during this process. Please don't hesitate to contact me with any questions or comments.

Regards,

Julie Gamec | THK Associates, Inc. | Principal
303-770-7201

REZONING JUSTIFICATION

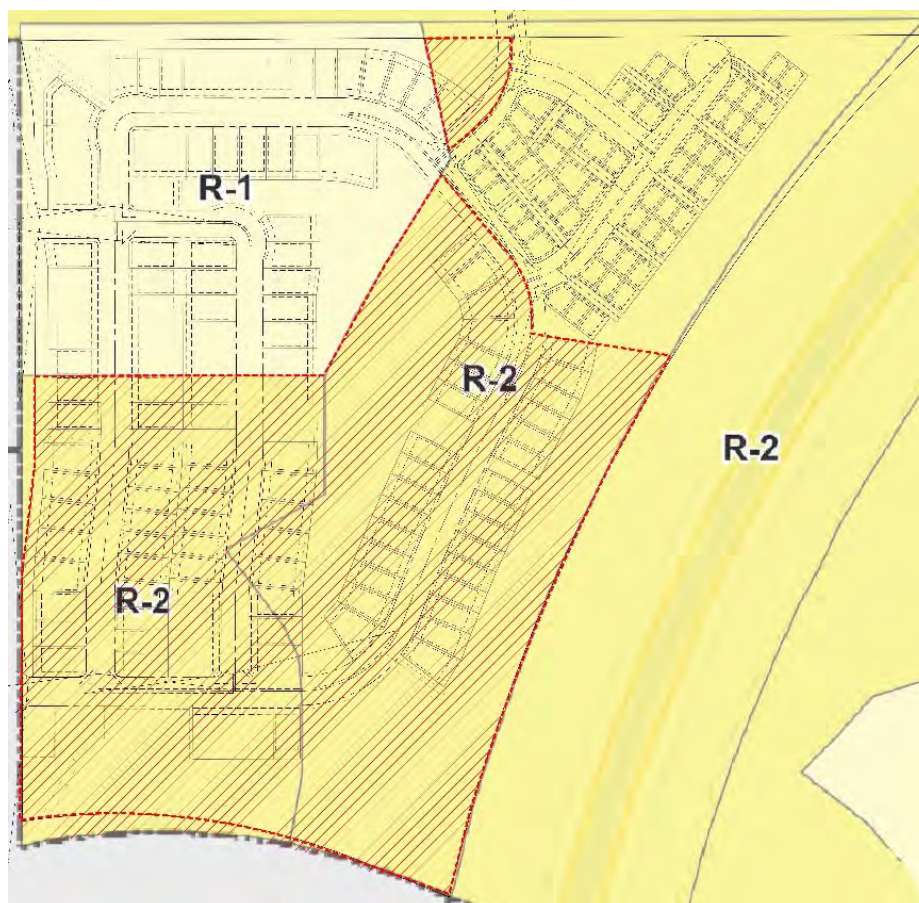
Kings Point South PA 1-4

Per the Unified Development Ordinance (UDO) the Criteria for Approval listed in Article 146-5.4.1.C.3.a states the following criteria must be met:

1. The change to the Zoning Map is needed to correct an error
2. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
 - a. The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
 - b. The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and
 - c. The application demonstrates that the change in zoning will not create significant dislocation of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

The request to change the zoning map is not needed to correct an error.

The applicant is proposing to rezone +/- 33 acres of a +/- 60 acre site. Currently, the site is undeveloped, and zoned R-1 Low-Density Single-Family Residential District and R-2 Medium-Density Residential District. The rezoning will encompass generally the central and south areas of the site. The northwest corner of the site is currently zoned R-1 and will remain. The northeast corner of the site is currently zoned R-2 and will also remain.



****hatched areas to be rezoned to R-1****

The applicant proposes that the site be rezoned from R-2 Medium-Density Residential District to a R-1 Low-Density Single-Family Residential District zoning in the areas noted. This request is to respect the neighbors in the adjacent Valley Hi neighborhood in unincorporated Douglas County. Note that all adjacent zoning to the north and east of the site is R-2. The site to the south is within the Town of Parker and zoned commercial.

The proposed initial zoning changing from R-2 to R-1 is consistent with the intent of the Comprehensive Plan. The Comprehensive Plan notes the Placetype in this area as Established Neighborhood. The primary land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Single-Family Detached Residential

- Single-Family Attached Residential
- Multifamily Residential

The supporting land uses defined in the Comprehensive Plan for Established Neighborhood include the following:

- Restaurant
- Commercial Retail
- Office
- Institutional
- Parks and Open Space
- Community Garden

The Placetype of Established Neighborhood encompasses the use and feeling of both R-1 and R-2 zoning. The new zoning encourages blending of new development with existing development by limiting density through dimensional standards as defined in the UDO.

Per the UDO, the purpose of the R-1 district is to promote and preserve safe and attractive low-density single-family residences. The district would prohibit all commercial activities except permitted home occupations. The R-1 district is generally comprised of medium to large suburban lots.

The Dimensional Standards of the proposed rezone are compatible with the surrounding development, as that is already zoned R-2. All of Kings Point South development is subject to the Kings Point South Framework Development Plan which outlines its own development standards, above and beyond the city code. Zone districts are realigned to utilize proposed lot lines or the center line of proposed roads and does not bisect any lots or tracts.

Currently, the site is undeveloped and so no dislocations of tenants or occupants will occur. The rezoning of this property would allow for future development to be consistent with the Comprehensive Plan, and surrounding development.

The applicant has filed a Zoning Inquiry Application Form under the reference #:1672758 dated December 1, 2022.

EXHIBIT "A"**LEGAL DESCRIPTION**

TWO PARCELS OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS SOUTH 00°07'05" EAST, A DISTANCE OF 2594.48 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

PARCEL 1

THENCE NORTH 89°35'36" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 225.49 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°38'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 759.54 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°38'25" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 196.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°25'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°11'12", AN ARC LENGTH OF 240.80 FEET;

THENCE SOUTH 50°36'55" WEST, A DISTANCE OF 65.28 FEET;

THENCE NORTH 12°18'25" WEST, A DISTANCE OF 259.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.754 ACRES, (32,843 SQUARE FEET), MORE OR LESS.

PARCEL 2

THENCE SOUTH 08°27'16" EAST, A DISTANCE OF 758.92 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DEDICATED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2019034589 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°52'48" EAST, A DISTANCE OF 631.56 FEET;

THENCE NORTH 31°54'51" EAST, A DISTANCE OF 534.88 FEET;

THENCE SOUTH 39°23'05" EAST, A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°44'33", AN ARC LENGTH OF 203.95 FEET;

THENCE SOUTH 82°38'32" EAST, A DISTANCE OF 325.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,969.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°56'12" EAST, BEING A POINT ON THE WESTERLY

RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED AS PARCEL TK-31-1 IN THE DOCUMENT RECORDED IN BOOK 1698 AT PAGE 1250 IN SAID RECORDS;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°41'11", AN ARC LENGTH OF 1,294.68 FEET;
2. SOUTH 13°22'37" WEST, A DISTANCE OF 30.49 FEET TO THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 801 AT PAGE 471 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES;

1. NORTH 67°52'57" WEST, A DISTANCE OF 213.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°48'47", AN ARC LENGTH OF 773.34 FEET TO THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2019034590 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES;

1. NORTH 00°07'05" WEST, A DISTANCE OF 503.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 730.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'19", AN ARC LENGTH OF 89.68 FEET;
3. NORTH 06°55'14" EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°02'16", AN ARC LENGTH OF 99.50 FEET TO THE SOUTHEAST CORNER OF SAID PORTION OF KINGS POINT WAY AS DESCRIBED IN DOCUMENT RECORDED UNDER RECEPTION NO. 2019034589;

THENCE NORTH 00°07'05" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 157.12 FEET TO THE **POINT OF BEGINNING**.

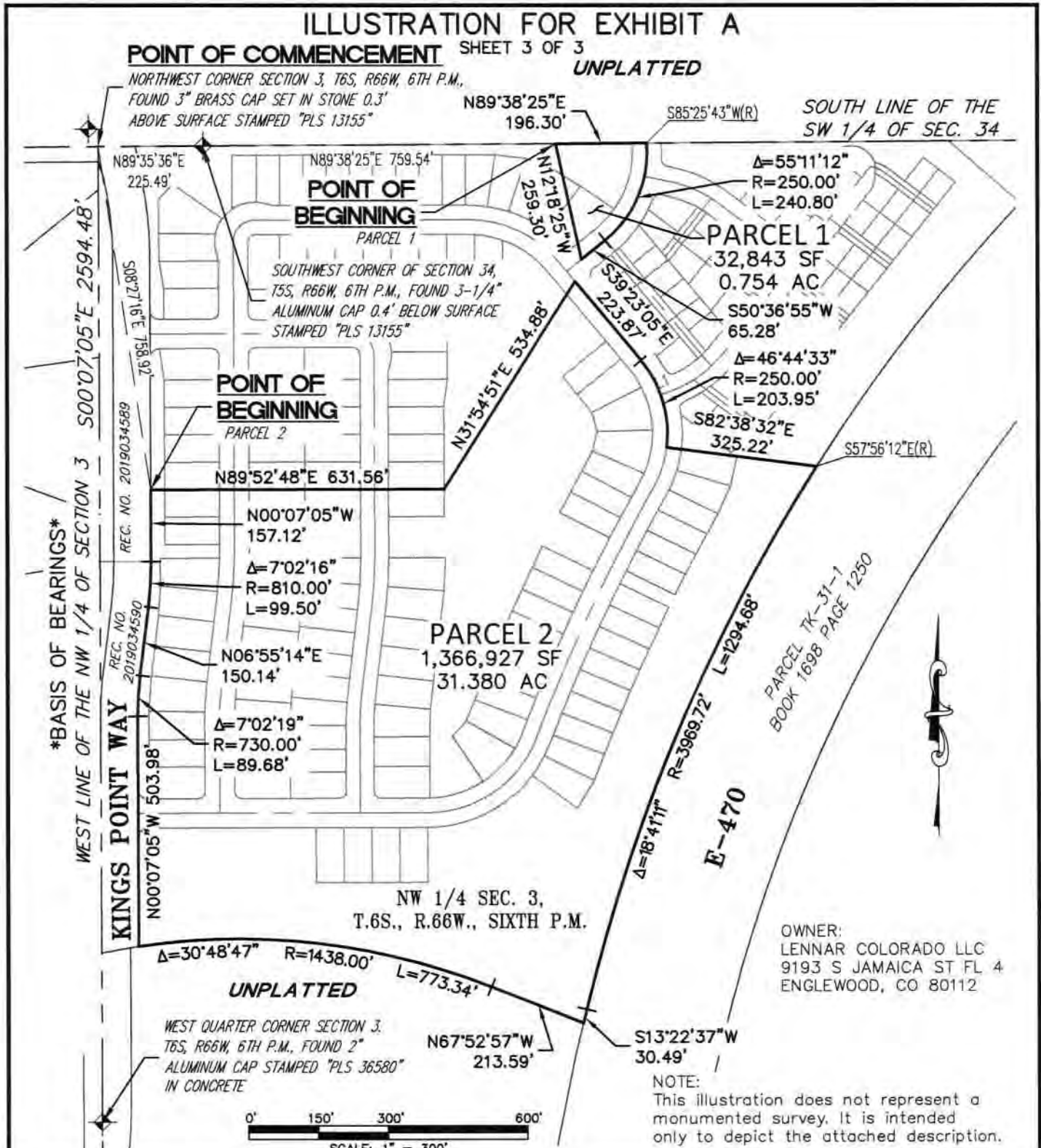
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ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898





CITY OF AURORA, COLORADO		
DRAWN BY: JEL	SCALE: 1"=300'	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 1/3/2023	JOB NO. 108322-01

TWO PARCELS OF LAND
SITUATED IN THE NW 1/4 OF SEC. 3
T.6S., R.66W., SIXTH P.M.
CITY OF AURORA, COUNTY OF DOUGLAS
STATE OF COLORADO



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

Commissioners Present

**Garrett Walls
Becky Hogan
Robert Gaiser
Sondra Banka
Gayle Jetchick
Melvin Bush
Garrett Ahern**

- 1. Study Session –No Study Session Scheduled**
- 2. Regular Meeting – Call to Order 6:10 p.m.**
- 3. Roll Call**
- 4. Pledge of Allegiance**

Not Conducted Due to Virtual Meeting

- 5. Approval of the Planning Commission Minutes
5.a. January 25, 2023, Draft Minutes**

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

THE MINUTES WERE APPROVED UNANIMOUSLY.

- 6. Adoption of Agenda**

A MOTION WAS MADE BY CHAIRMAN WALLS AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 7a WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

MOTION PASSED UNANIMOUSLY.



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

7. General Business

7a. KINGS POINT SOUTH PA 1-4 – ZONING MAP AMENDMENT

The applicant, Lennar, is requesting approval of a Zoning Map Amendment to rezone approximately 33 acres from Residential – Medium Density (R-2) to Residential-Low-Density Single-Family (R-1). The subject property is located within Subarea C, at the southern end of Aurora, north of the intersection of E-470 and Cottonwood Drive. The anticipated use for this property following a rezoning to R-1 would be single-family dwellings.

The property is located within the Established Neighborhood Placetype within the Aurora Places Comprehensive Plan. The proposed R-1 zone district is compatible with the designated placetype and permits compatible uses, which are primarily identified as residential uses in the Comprehensive Plan.

The proposal is driven by the Kings Point South PAS 1-4 Site Plan and Plat application (DA-1628-06), which proposes single-family detached dwellings in the rezoned area. A rezoning was required for that proposed site plan layout to avoid splitting individually platted lots between zone districts. The referenced application is still under review with city staff.

Ten adjacent property owners and 16 registered neighborhood organizations were notified of the application. No comments were received by Staff regarding the zoning map amendment application during the review, therefore, no neighborhood meeting was held. Staff received no additional comments because of the Planning and Zoning Commission Public Hearing Notice and sign posting.

Testimony Given at the Hearing:

Erik Gates, Case Manager, gave a presentation of the item, including the staff recommendation. Commissioner Hogan asked for clarification on public notification, requesting if adjacent jurisdictions are notified other than by signposting.

Mr. Gates confirmed that adjacent residents receive public notification and adjacent counties receive referrals during the review.

Commissioner Hogan asked if a Site Plan would be brought to Planning Commission for review for this proposal.

Mr. Gates responded because this proposal is in Subarea C; a Site Plan would not be heard by the Planning Commission unless an adjustment is requested by the applicant.

Julie Gamec, THK Associates Inc, 2953 S Peoria Street STE 101, Aurora, CO 80014, agent representing the applicant, was available for questions. Ms. Gamec responded to Commissioner Hogan's question, indicating that a Site Plan will be brought to the Planning Commission due to a request for adjustment for a setback.

There was no public comment.



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

Planning Commission Results

AGENDA ITEM 7a – ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER AHERN AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT TO THE CITY COUNCIL TO REZONE THE SUBJECT PROPERTY FROM R-2 TO R-1 BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS IN CODE SECTION 146-5.4.1.C.1.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT REMAINS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN;
2. THE ZONING MAP AMENDMENT IS COMPATIBLE WITH THE SURROUNDING AREAS, ZONING DISTRICTS, AND USES; AND,
3. IT WILL NOT CREATE ANY DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

8. Public Invited to be Heard

There was no public comment.

9. Commissioner Comments/Miscellaneous Items of Business

Chairman Walls notified the commission of a meeting held with staff, Commissioner Hogan, Co-Chair, and himself. Chairman Walls asked for commissioners' thoughts on topics discussed during this meeting.

One topic of concern was a proposal to align the Planning and Zoning Commission processes with that of the City Council by changing the time allotment for public testimony from five minutes to three minutes.

Commissioner Ahern voiced support for this proposal noting it brings consistency across City Council and the commission.

Commissioner Gaiser agreed with Commissioner Ahern, further noting that three minutes allows adequate time for public testimony. Commissioner Jetchick also agreed with Commissioner Ahern and Gaiser.

Chairman Walls noted that the commission appears in agreement with this proposal. Chairman Walls asked staff for confirmation on the appropriate course of action to move on this item.

Brandon Cammarata, Planning Manager, noted that staff will need to make a text amendment to the preamble for meetings on expectations for public testimony.

Daniel Money, City Attorney, noted that this requested change would require an amendment to the bylaws. Mr. Money stated that this request to change the bylaws can be made by staff and brought back to the commission as an agenda item for amendment of the bylaws for the next meeting.

Commissioner Hogan indicated a recommendation was given to staff for review of a year's worth of study session items. Commissioner Hogan noted, pending this review, a schedule would be presented to the commission on future study sessions.

Commissioner Hogan also indicated that it was discussed when the best time would be to have study sessions: leave as is; select an off Wednesday at 6:00 pm; or change the current study session start time from 5:00 pm to 5:30 pm.

Commissioner Banka noted she is not in support of moving the study session to an off Wednesday. Commissioner Bush agreed with Commissioner Banka further noting this change may prove to be a schedule conflict with other obligations. Commissioner Gaiser agreed with Commissioner Banka and Bush also noting that the proposal to change the existing timing of study sessions may be problematic by leading to late meetings.

Commissioner Ahern and Commissioner Jetchick agreed with Commissioner Gaiser. Commissioner Jetchick voiced support for leaving the study session scheduling as is.



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

Commissioner Hogan noted it was also discussed moving to in-person versus virtual meetings, noting that it is the City Manager who has the authority to decide the meeting format. Commissioner Hogan asked the commission for their preference on meeting format so that may be communicated to the City Manager.

Commissioner Jetchick, Commissioner Ahern, Commissioner Gaiser, and Commissioner Bush voiced support for a virtual meeting format for the commission.

Commissioner Banka also noted her personal preference for virtual meetings.

Chairman Walls voiced support for a virtual meeting format for convenience. However, Chairman Walls noted a virtual meeting format may be problematic for the public who do not have access to technology but would like to speak on an agenda item. Chairman Walls posed for consideration a pared-down hybrid model in which public comment at the Aurora Municipal Center would be permitted if deemed necessary.

Commissioner Gaiser noted that the public may have access to a telephone to participate in virtual meetings via conference call.

Chairman Walls cautioned there may be members of the public who do not have telephone or internet access who would like to provide testimony.

Commissioner Hogan requested that staff communicate the preference of the Planning Commission for a virtual meeting format should questions about the preference of meeting format be made by the City Manager.

Commissioner Hogan asked Jeanine Rustad, Director of Planning and Development, and Mr. Cammarata, Planning Manager, that a draft schedule of study sessions be provided to the commission upon completion of their review.

Mr. Cammarata noted staff will review the requests of the commission and are available to support them.

Chairman Walls asked the commission if any members are having difficulty accessing their city credentials, including email, OneDrive, and SharePoint. Commissioner Walls indicated that he is available to aid the commission regarding access to these programs.

Commissioners Hogan, Commissioner Gaiser, and Commissioner Banka noted that they are having some difficulty accessing city email and documents. Chairman Walls indicated that he would work individually with each commissioner having difficulty, ensuring they are able to gain access.

Commissioner Ahern asked for clarification on the responsibilities of the commission to complete cyber training.

Chairman Walls replied that completion of this training is not required however can be helpful for general cyber-security knowledge. Mr. Cammarata agreed.



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

10. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Planning Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include E-470 and 6th Parkway – Infrastructure Site Plan and Kings Point South – Master Plan Amendment.

Mr. Cammarata commented that on February 22, 2023, there is a study session for the commission that begins at 4:30 pm – 6:00 pm. Mr. Cammarata indicated an outside consultant will conduct the study session. Mr. Cammarata encouraged the commission to reach out to staff with any questions pertaining to this training and topics for discussion.

Commissioner Hogan asked if this is a joint presentation between the city attorney's office and an outside attorney.

Jeannine Rustad, Director of Planning, indicated that an outside attorney will be conducting the training. Ms. Rustad encouraged attendance.

10b. Report by City Attorney

Dan Money, City Attorney, was available for questions. Mr. Money noted on January 30th that the City Council agreed to opt into Housing Initiative 108 which stipulates that monies will be made available to the city through taxation by the State of Colorado for the purpose of providing additional affordable housing.

Commissioner Banka ask for additional information on Ballot Measure 123 which recently passed, indicating she would reach out separately to Mr. Money.

Ms. Rustad noted that Amendment 123, and Initiative 108, are used interchangeably and refer to the same measure. Ms. Rustad noted there are implications of opting in and staff will discuss the 90-day approval period required for affordable housing for this initiative. Mr. Money agreed.

Chairman Walls asked if this initiative creates a separate process for affordable housing projects.

Ms. Rustad noted that this is to be determined and the commission will be updated as information becomes available.

Commissioner Hogan asked if there is other legislation that will affect the commissioners on the horizon.

Ms. Rustad noted she has heard discussions of horizontal development and inclusionary zoning but no concrete legislative proposals impacting the Planning Commission.

Mr. Money noted developers have asked for different density concepts to include horizontal multi-family. These would be single-family rentals that are not attached, going across. Mr. Money stated that this could impact zoning, changing the definition of low-density zoning.



**Planning and Zoning Commission Meeting Minutes
February 8, 2023**

Commissioner Ahern asked if these legislative priorities are driven by the city council.

Mr. Rustad responded yes that is the case.

Mr. Money noted these considerations are also driven by the State of Colorado.

Chairman Walls thanked Commissioner Bush for his work and leadership on the Planning and Zoning Commission.

Commissioner Bush thanked Chairman Walls and the commission for their work.

Commissioner Hogan thanked Commissioner Jetchick for her work as CO-Chair.

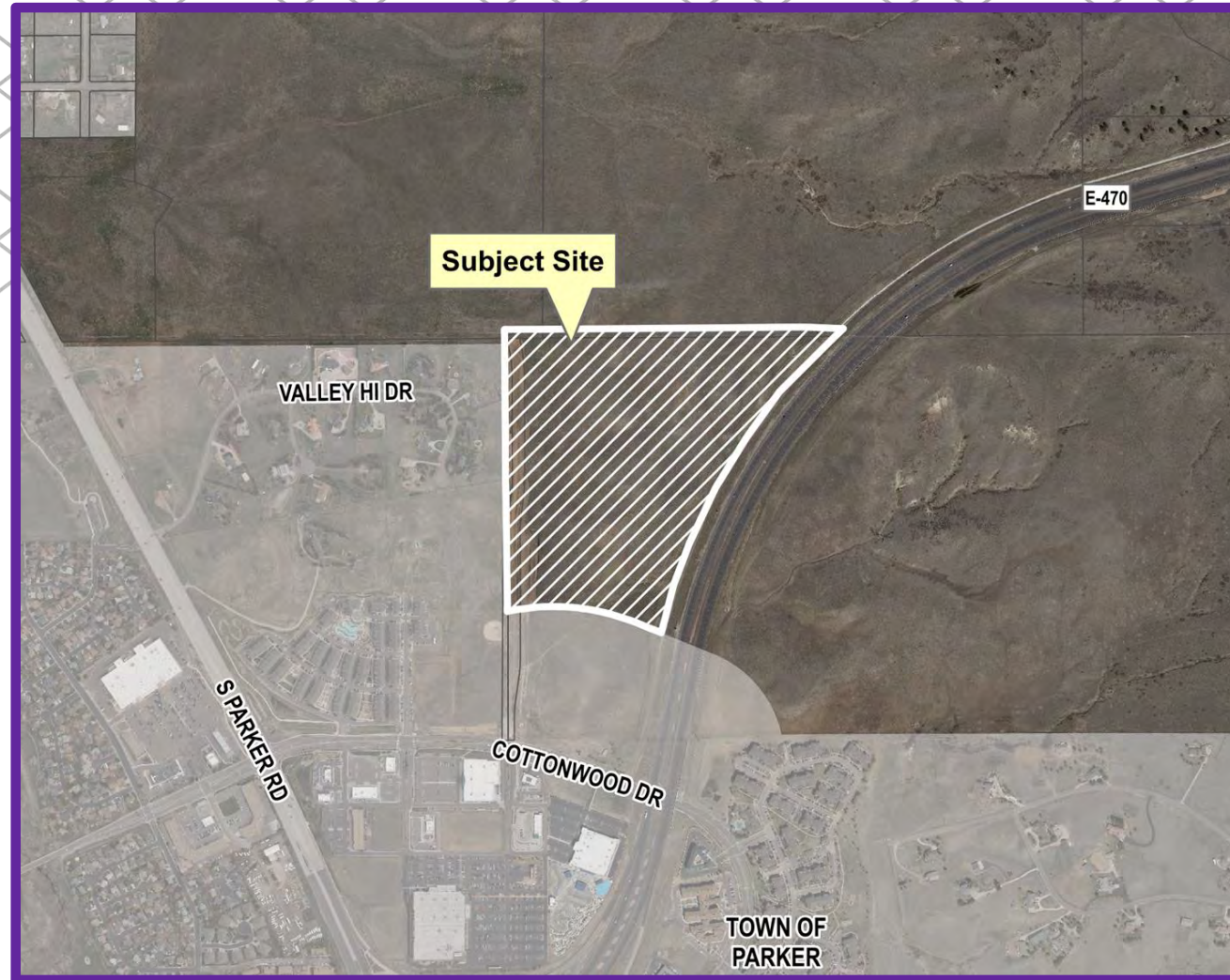
11. Adjournment

Chairman Walls adjourned the meeting at 6:57 p.m. until Wednesday, February 22, 2023.

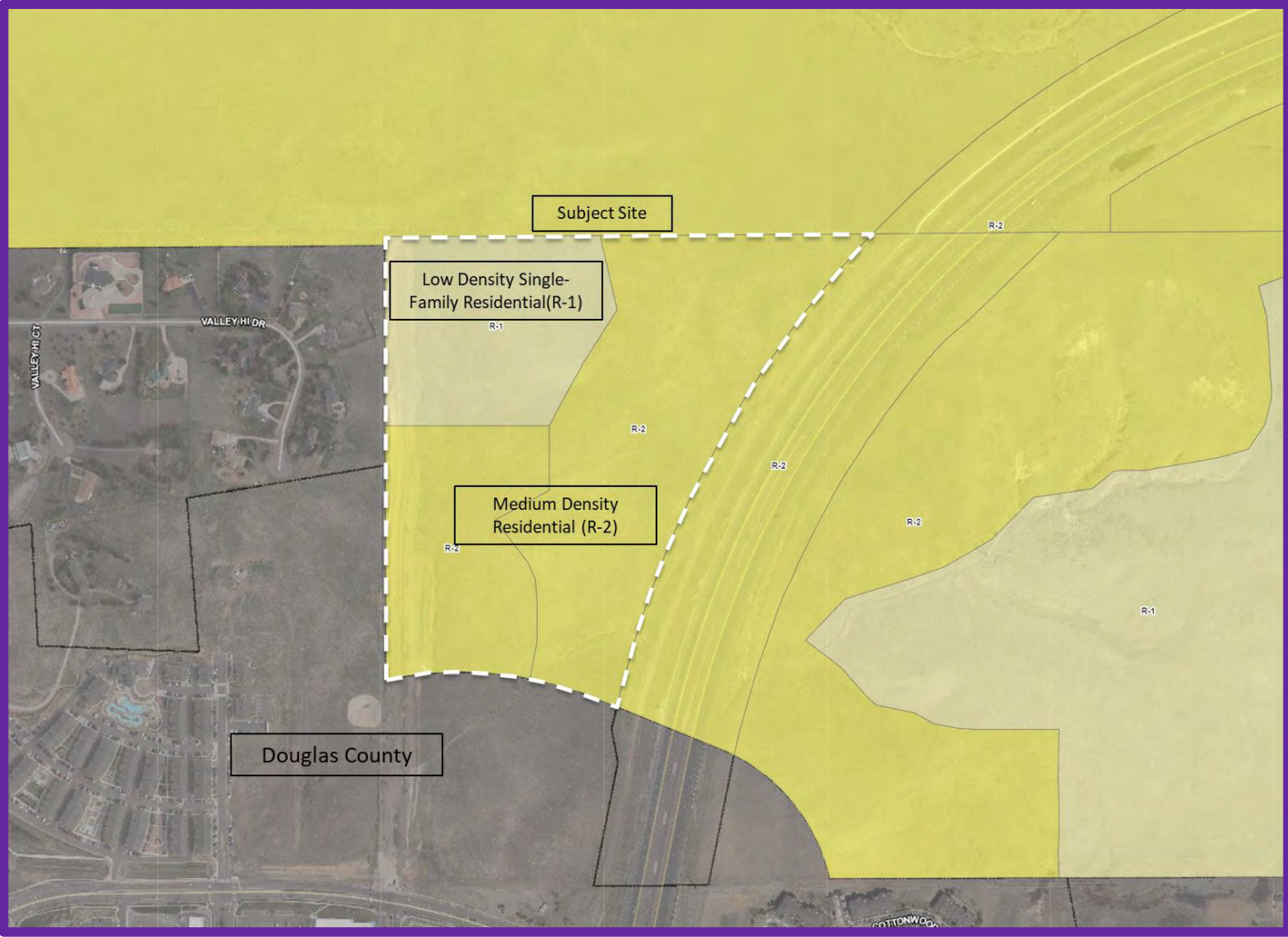
Minutes approved

A handwritten signature in cursive script, likely belonging to Chairman Walls.

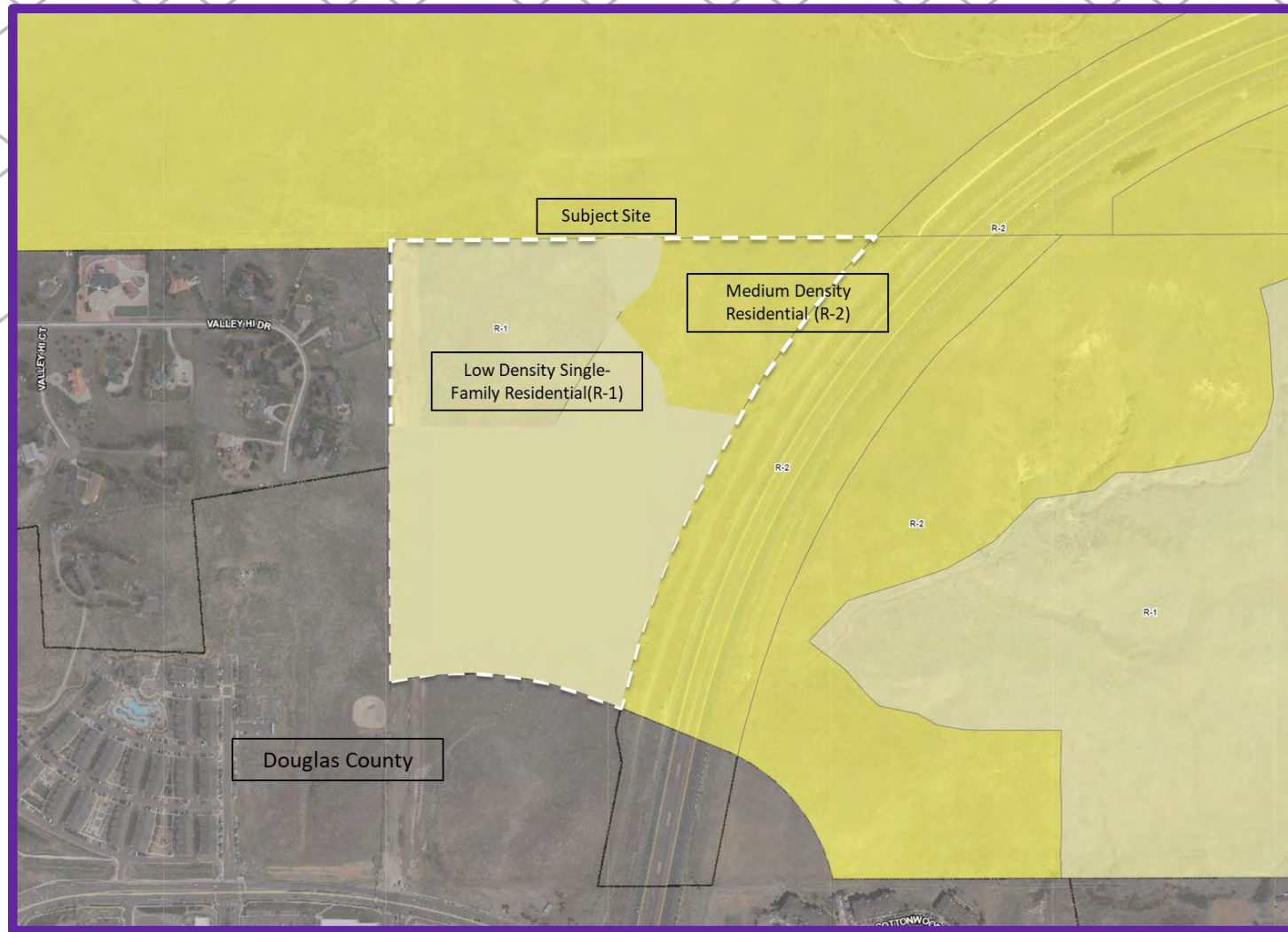
VICINITY MAP



CURRENT ZONING MAP



PROPOSED ZONING MAP



ORDINANCE NO. 2023 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING TWO PARCELS OF LAND MEASURING 33-ACRES, MORE OR LESS, LOCATED NORTH OF E-470 AND COTTONWOOD DRIVE, CITY OF AURORA, COUNTY OF DOUGLAS, STATE OF COLORADO, FROM MEDIUM- DENSITY RESIDENTIAL ZONE DISTRICT (R-2) TO LOW-DENSITY SINGLE-FAMILY ZONE DISTRICT (R-1) AND AMENDING THE ZONING MAP ACCORDINGLY (KINGS POINT SOUTH PA 1-4 ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that 33-acres of land, more or less, located north of E-470 and Cottonwood Dr., City of Aurora, County of Douglas, State of Colorado, be rezoned from Medium-Density Residential Zone District (R-2) to Low-Density Single-Family Zone District (R-1); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the rezoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on February 8, 2023, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the parcels.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcels, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Low-Density Single-Family Residential Zone District (R-1) and the zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money RLA

DANIEL L. MONEY, Senior Assistant City Attorney

EXHIBIT "A"**LEGAL DESCRIPTION**

TWO PARCELS OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3 BEARS SOUTH 00°07'05" EAST, A DISTANCE OF 2594.48 FEET, ALL BEARINGS HEREON ARE REFERENCED THERETO;

PARCEL 1

THENCE NORTH 89°35'36" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 225.49 FEET TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°38'25" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 759.54 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°38'25" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 196.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°25'43" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°11'12", AN ARC LENGTH OF 240.80 FEET;

THENCE SOUTH 50°36'55" WEST, A DISTANCE OF 65.28 FEET;

THENCE NORTH 12°18'25" WEST, A DISTANCE OF 259.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.754 ACRES, (32,843 SQUARE FEET), MORE OR LESS.

PARCEL 2

THENCE SOUTH 08°27'16" EAST, A DISTANCE OF 758.92 FEET TO THE **POINT OF BEGINNING**, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DEDICATED IN THE DOCUMENT RECORDED UNDER RECEPTION NUMBER 2019034589 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°52'48" EAST, A DISTANCE OF 631.56 FEET;

THENCE NORTH 31°54'51" EAST, A DISTANCE OF 534.88 FEET;

THENCE SOUTH 39°23'05" EAST, A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°44'33", AN ARC LENGTH OF 203.95 FEET;

THENCE SOUTH 82°38'32" EAST, A DISTANCE OF 325.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3,969.72 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°56'12" EAST, BEING A POINT ON THE WESTERLY

RIGHT-OF-WAY OF HIGHWAY E-470 AS DESCRIBED AS PARCEL TK-31-1 IN THE DOCUMENT RECORDED IN BOOK 1698 AT PAGE 1250 IN SAID RECORDS;

THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES;

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°41'11", AN ARC LENGTH OF 1,294.68 FEET;
2. SOUTH 13°22'37" WEST, A DISTANCE OF 30.49 FEET TO THE SOUTHERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 801 AT PAGE 471 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES;

1. NORTH 67°52'57" WEST, A DISTANCE OF 213.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,438.00 FEET;
2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°48'47", AN ARC LENGTH OF 773.34 FEET TO THE EASTERLY RIGHT-OF-WAY OF KINGS POINT WAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2019034590 IN SAID RECORDS;

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3. NORTH 06°55'14" EAST, A DISTANCE OF 150.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 810.00 FEET;
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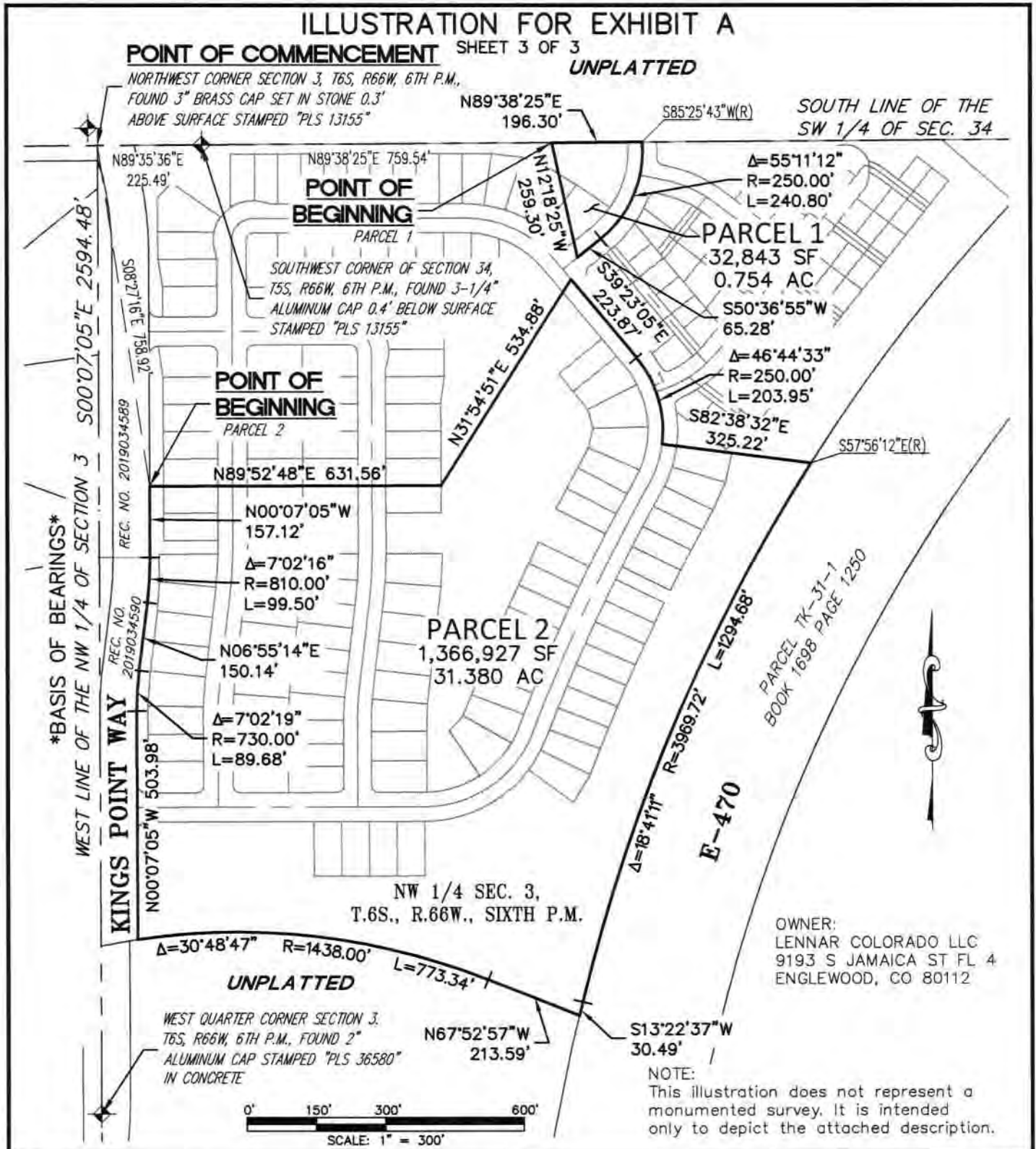
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JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898





CITY OF AURORA, COLORADO

DRAWN BY: JEL	SCALE: 1"=300'	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 1/3/2023	JOB NO. 108322-01

TWO PARCELS OF LAND
SITUATED IN THE NW 1/4 OF SEC. 3
T.6S., R.66W., SIXTH P.M.
CITY OF AURORA, COUNTY OF DOUGLAS
STATE OF COLORADO



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Update City Code that Governs Purchasing (City Code Chapter 2 Administration, Article VI Purchases and Contracts).

Item Initiator: Bryn Fillinger, Manager of Purchasing Services

Staff Source/Legal Source: Bryn Fillinger, Manager of Purchasing Services, Finance / Dave Lathers, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): 4/10/2023

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

Bryn Fillinger, Manager of Purchasing Services, Finance / Dave Lathers, Senior Assistant City Attorney

Estimated time: 20 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/28/2023

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

This item was presented to the Management & Finance Committee on February 28, 2023. The Committee supported moving the item to Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

This item will update City Code governing Purchasing to match current practices and the updated Business Policy Memorandum (BPM) 2-08. The proposed updates are attached to this commentary and are redlined.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
 Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council approve the updated City Code governing Purchasing?

LEGAL COMMENTS

The Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances ... (Article 3-9 of the City Charter)(Lathers).

ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING IN ITS ENTIRETY ARTICLE VI OF CHAPTER 2 OF THE CITY CODE PERTAINING TO CONTRACTS AND PURCHASING TO ACCOMMODATE AND INCORPORATE CURRENT CITY ORGANIZATIONAL CHART POSITION TITLES, TO CONFORM TO LONGSTANDING CITY PURCHASING PRACTICES AS REFLECTED IN ADOPTED PURCHASING PROCEDURE LETTERS AND TO REFLECT ADOPTED CITY BUSINESS PRACTICES MEMORANDA, AND REMOVING REFERENCES TO DISCARDED PURCHASING PRACTICES, AND GENERALLY CLARIFYING THE LANGUAGE OF THE ARTICLE

WHEREAS, a comprehensive review of Article VI of Chapter 2 of the City Code has not been performed in many years; and

WHEREAS, the City has amended its organizational structure since the last time Article VI of chapter 2 of the City Code was reviewed; and

WHEREAS, contracting and purchasing expectations of vendors and service providers have evolved over the years to expect a contracting process accommodating electronic dissemination of contracting opportunities with the City of Aurora and electronic submission of bids on City contracts; and

WHEREAS, the City has adopted Business Policy Memoranda and Purchasing Procedure letters defining procedures and practices for the Purchasing Division to follow in contracting on behalf of the City of Aurora and Article VI of the City code needs to reflect those practices;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO THAT:

Section 1. City Council does hereby amend and repromulgate Article VI of Chapter 2 of the City Code pertaining to Contracting and Purchasing to read as follows:

Article VI. Contracts and Purchases

Sec. 2-666

Administration.

Sec. 2-667

General procedures.

Sec. 2-668

Prohibitions.

Sec. 2-669

Adequate funding required.

Sec. 2-670

Formal competitive bidding and requests for proposal.

Sec. 2-671

Awards to lowest responsive bidder or most advantageous proposal (best value).

Sec. 2-672

Authority to make awards.

Sec. 2-673

Informal bidding.

Sec. 2-674

Negotiated "non-competitive" purchases.

Sec. 2-675

Emergency purchases.

Sec. 2-676

Change orders and amendments.

Sec. 2-677

Inspection and testing.

Sec. 2-678

Surplus stock.

Sec. 2-679

Cooperative purchasing and contracting.

Sec. 2-680

Mandatory requirements in city contracts.

Sec. 2-681

Report to city council.

Sec. 2-682

Minority, women and small business enterprise participation.

Sec. 2-683

Longterm rental and leaseholds.

Sec. 2-684

Confidential police department contracts.

Sec. 2-685

Use of pilot programs.

Sec. 2-686

Obsolete or unusable property.

Sec. 2-687 through 2-720

Reserved.

Sec. 2-666.

Administration.

- (a) *Administrative authority.* The ~~d~~Director of the ~~internal services~~ **Finance** ~~d~~Department shall have administrative authority to implement this article by establishing and promulgating rules and procedures in accordance with section 2-3 of the City Code.
- (b) *Responsibilities of ~~p~~Purchasing and ~~e~~Contracts ~~m~~Manager.* The ~~p~~Purchasing and ~~e~~Contracts ~~m~~Manager shall have general supervision of the ~~p~~Purchasing and ~~e~~Contracts ~~s~~Services ~~d~~Division within the ~~internal services~~ **Finance** ~~d~~Department. The ~~p~~Purchasing and ~~e~~Contracts ~~m~~Manager shall perform the duties required by state statutes and this Code, shall maintain official records and files of transactions, and shall ensure that proper forms are accurately processed.
- (c) *Procurement ~~a~~Advisory ~~e~~Committee.* A ~~p~~Procurement ~~a~~Advisory committee shall be established to be comprised of five members selected from various user departments. Each ~~e~~Deputy ~~e~~City ~~m~~Manager will appoint one member from within their group, and the ~~e~~City ~~m~~Manager will appoint the remaining members. The ~~m~~Manager of ~~p~~Purchasing and ~~e~~Contracts shall be a permanent nonvoting member and chairperson of the committee. The ~~e~~City ~~a~~Attorney shall provide legal advice to the committee. Responsibilities of the ~~p~~Procurement ~~a~~Advisory ~~e~~Committee shall be to review unusual procurement actions as requested by the ~~e~~Director of the ~~internal services~~ **Finance Department or their designee**. The ~~p~~Procurement ~~a~~Advisory ~~e~~Committee shall establish and promulgate policies and procedures to implement the responsibilities and duties of the committee.

Sec. 2-667.

General procedures.

- (a) *Purpose.* All purchasing and contracting shall be accomplished in the best interests of the ~~e~~City using the prudent person's standard of care. Purchasing or contracting shall be performed so as to secure for the ~~e~~City the greatest value considering cost, quality, delivery, service and other considerations which reflect overall value comparisons.
- (b) *Full and open competition.* Full and open competition shall be encouraged.
- (c) *Competitive bidding.* Contracts shall be based on competitive bids or request for proposals except where this article authorizes non-competitive awards. The ~~p~~Purchasing ~~m~~Manager or designee shall determine the type of procurement process to be used for each award.

(d) *Bulk purchases.* Whenever feasible, purchasing **of commodities** shall be done in bulk to take full advantage of discounts. Departments shall be responsible for anticipating needs in a timely fashion in order to consolidate and expedite procurement of the same type of commodities.

~~(e) *Vendors and contractors list.* Information on vendors and contractors shall be maintained according to commodity or service areas. It shall be the vendor's responsibility to contact the purchasing and contract services division and request instruction on how they can be placed on the appropriate commodity/service list.~~

~~(fe) *Disqualified vendor or contractor.* Vendors or contractors who have performed unsatisfactorily under published rules or procedures of the purchasing and contracting division as contained within the eCity's purchasing procedure letters, who have defaulted on terms of their bids/proposals, or who have contacted eCity eCouncil members, eCity management and eCity staff other than in the pPurchasing and eContracting eDivision about a pending contract award during the evaluative period between submittal of bids or proposals and the award, and against specific written direction in the requests for proposals may be declared debarred or suspended bidders/offerors and may be precluded from participation in future contracting opportunities and disqualified from receiving any business from the eCity for a specified time period. No vendor or contractor shall be declared a debarred or suspended bidder until an opinion regarding such has been obtained from the eCity aAttorney's office.~~

~~(gf) *Exception for real property and water related acquisitions and leases.* Notwithstanding any provision to the contrary, this article shall not be applicable to the leasing, rental or acquiring of real property and water, including improvements thereon.~~

~~(hg) *Subdivision prohibited.* No contract or purchase shall be subdivided to avoid the requirements of this article.~~

~~(ih) *Record.* A record shall be maintained, in accordance with state statutes, of all open market bids solicited and submitted to competition thereon, and such records shall be open to public inspection.~~

~~(ji) *Payments.* Payments to vendors or contractors shall be expedited whenever possible in order to realize discounts and enhance the City's reputation as a responsible customer.~~

Sec. 2-668.

Prohibitions.

(a) *Interests in contracts.* City officers and employees shall not be interested in any contract made by them in their official capacity or by any body, agency, or board of the City of which they are members or employees. Within six months following the termination of his or her employment or retirement, a former employee may not contract with or be employed by an employer who contracts with the eCity involving matters with which he or she was directly involved during his or her employment.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Be interested in includes a financial interest held by an individual which is:

1. An ownership interest in a business;
2. A creditor interest in an insolvent business;
3. An employment or prospective employment for which negotiations have begun;
4. An ownership interest in real or personal property;
5. A loan or other debtor interest; or
6. A directorship or officership in a business.

The term "be interested in" does not include holding a minority interest in a corporation.

Business means a corporation, partnership, sole proprietorship, trust or foundation or any other individual or organization carrying on a business, whether or not operated for profit.

City officer means an elected or appointed officer of the City but does not include an employee.

Compensation means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or herself or another.

Contract does not include:

1. Contracts awarded to the lowest responsible bidder based on competitive bidding procedures.
2. Merchandise sold to the highest bidder at public auctions.
3. Investments or deposits in financial institutions which are in the business of loaning or receiving monies.
4. A contract with an interested party if, because of geographic restrictions, the eCity could not otherwise reasonably afford itself of the subject of the contract. It shall be presumed that the eCity could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the City of using a non-interested party is greater than ten percent of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.
5. A contract with respect to which any eCity officer or employee has disclosed a personal interest and has not voted thereon and which appropriate approving body or person has approved in accordance

with subsection (f) of this section. All disclosures shall be made in writing to the appropriate approving body or person.

Employee means any temporary or permanent employee of the City, except an employee under contract to the City.

Official act or official action means a vote, decision, recommendation, approval, disapproval or other action, including inaction, which involves the use of discretionary authority.

(c) *Interest in sales or purchases.* City officers and employees shall not be purchasers at any sale or vendors at any purchase made or authorized by them in their official capacity.

(d) *Voidable contracts.* Every contract made in violation of subsections (a), (b) and (c) of this section shall be voidable at the instance of any party to the contract, except the officer or employee interested therein.

(e) *Dealings in warrants and other claims prohibited.* City officers, their deputies and clerks are prohibited from purchasing or selling or in any manner receiving to their own use or benefit or to the use or benefit of any person whatever any state, county, city and county, city or town warrants, scrip, orders, demands, claims or other evidences of indebtedness against the state or any county, city and county, town or city thereof, except evidences of indebtedness issued to or held by them for services rendered as a member of eCity eCouncil and evidences of the funded indebtedness of such state, county, city and county, city or town.

(f) *Disclosure.* A eCity officer or employee who has an interest in any contract with the eCity shall disclose such interest to the appropriate approving body or person who approves the contract pursuant to section 2-672 and shall refrain from attempting to influence the approval of the contract. If the disclosed interest is with a eCity eCouncilmember, he or she shall not vote thereon. The contract shall be approved pursuant to the award limits of section 2-672. The eCity eCouncil may authorize any contract upon finding a compelling reason despite any provision of subsections (a) and (b) of this section.

(g) *Withholding of settlements.* The following procedure shall be followed if it is believed an officer of the City or employee has violated any provision of this section:

(1) The eCity aAttorney, upon being informed by affidavit establishing probable cause that any eCity officer or employee has violated any of the provisions of this section, shall recommend to the eDirector of fFinance that settlement or payment be ceased. The eCity aAttorney shall report such officer or employee to the district attorney of the appropriate jurisdiction for investigation for the purpose of prosecution. During the district attorney's investigation, action may be taken against the officer or employee pursuant to eCity eCouncil rules or the City's personnel policies and procedures.

(h) *Gifts or rebates.* Every eCity officer and employee is expressly prohibited from seeking or accepting, directly or indirectly, from any person to which any purchase order or contract is or might be awarded **or any request for bids or proposals currently under processing by the City**, any rebate, gift or money, except as provided for in the City's personnel policies and procedures manual or given for the use and benefit of the City as approved by the eCity mManager or his or her designee.

- (i) *Standards of conduct.* Every ~~€~~City officer and employee is expressly prohibited from knowingly:
 - (1) Underestimating or exaggerating requirements to certain prospective bidders for the purpose of influencing bids.
 - (2) Misrepresenting competitor's prices, quality, or service to obtain concessions.
- (j) *Unauthorized purchases.* Except as provided in this section, it shall be ~~unlawful~~ **prohibited** for any ~~€~~City officer or employee to order the purchase of any supplies or make any contract within the purview of this article other than through the ~~€~~Purchasing and ~~€~~Contract ~~s~~Services ~~d~~Division **and persons violating this provision shall be subject to disciplinary action.** This shall not serve as the basis for civil liability of the City or any of its officers or employees.

Sec. 2-669.

Adequate funding required.

No funded purchase order or contract shall be awarded until an authorized written request has been signed by the funding department and authorized by the appropriate ~~€~~Deputy ~~€~~City ~~m~~Manager if the amount is over \$25,000.00. Every purchase order or contract is subject to the appropriation of necessary funds by the ~~€~~City ~~€~~Council on an annual basis, notwithstanding automatic renewal clauses or any other provisions extending the purchase or contract beyond the calendar year in which it is executed.

Sec. 2-670.

Formal competitive bidding and requests for proposal.

- (a) *Purchase orders and contracts.* Purchase orders and contracts, except as otherwise provided in this article, with an estimated cost ~~in excess of~~ \$25,000.00 **or more**, shall be awarded through formal, written bid or negotiated requests for proposals procedures. **All purchases regardless of dollar amount shall comply with the City's Business Policy Memoranda (BPM).**
- (b) *Bid/solicitation time.* The ~~€~~City shall allow a reasonable time for bidders/offerors to review the bid/request for proposal documents and examine the job site prior to the deadline for submission of bids or offers. ~~Absent of special circumstances,~~ **a** minimum of two weeks shall be allowed for this process **unless otherwise approved by the Department Director.**
- ~~(c) Notice inviting bids.~~ The director of internal services shall adopt regulations for providing reasonable notice for bid invitations and requests for proposals.
- ~~(d) Bid deposits~~ **bonds.** ~~When deemed necessary by the purchasing manager,~~ **b**Bid bonds or deposits may

totaling 5% of the base bid amount shall be required for construction projects of \$25,000.00 or more and other projects as determined by the Purchasing Manager. ~~If the bid is not accepted or a bidder is unsuccessful, bid deposits shall be returned.~~ When a purchase order or contract is awarded and the successful bidder fails to enter into a contract within ten days **under the terms of the contract as put forward in the solicitation for bids and under the terms of the bid, unless the City has affirmatively, in writing, agreed to amend the terms of the contract prior to bids being submitted** after the date of the notice of award **to proceed to another contractor,** the ~~deposit or bid bond shall~~ **may** be forfeited **at the sole discretion of the City.**

(ed) Bid opening/proposal submissions.

(1) Bid opening for competitive bids.

a. Bids shall be submitted ~~sealed and shall be identified as bids on the envelope. Should the city elect to require bids electronically,~~ **through the bidding site as identified in the solicitation.** ~~†The system will be designed to employ electronic lock boxes that prevent access by anyone until after the bid opening time and date. The locked bids will be linked to the bid number assigned by the eCity ensuring the clear identity of each bid.~~

b. Bids shall be opened in public at the time ~~and place~~ **and through the medium** stated in the ~~public notice~~ **solicitation** unless all bidders are notified of a change by written addendum. ~~When electronic bid systems are employed, information about the bid results will be immediately displayed electronically and accessible to all bidders.~~

c. A tabulation of all bids received shall be available for public inspection ~~either in hard copy or electronically. In the event an electronic system is being used to tabulate the bids.~~

(2) Submission for request for proposal.

a. Proposals shall be submitted **electronically through the bidding site as identified in the solicitation.** ~~sealed and shall be identified as proposals on the envelope if sent through the mail. Should the city elect to require proposals electronically, †The system will be designed to employ electronic lock boxes that prevent access by anyone until~~ **after the proposal due date and time.** ~~†Proposals will be linked to the request for proposal number assigned by the eCity ensuring the clear identity of each proposal.~~

b. Proposals shall be opened so as to avoid disclosure of contents to competing offerors, and evaluated based on the criteria and process identified in the solicitation document. ~~Should the city elect to require proposals electronically, the lock boxes will provide the same disclosure protection, and the evaluation process remains unchanged.~~

c. Proposals shall be **electronically** available for public inspection upon request after contract award.

~~(fe)~~ *Rejection of bids or proposals.* Any or all bids, proposals, or parts thereof may be rejected when the public interest will be served thereby. A statement of the reasons for such rejection shall be prepared by the ~~P~~**Purchasing M**anager and reviewed and approved in writing by the ~~e~~**D**irector of ~~f~~**F**inance ~~internal services~~ and the ~~e~~**C**ity ~~a~~**A**ttorney's Office.

~~(gf)~~ *Bid bond or performance and payment bond default.* Sureties who have defaulted on bid bonds or performance and payment bonds may be disqualified from submitting such bonds on future ~~contracts,~~ **solicitations or contracts**. No surety shall be disqualified until an opinion regarding such has been obtained from the ~~e~~**C**ity ~~a~~**A**ttorney. **Sureties who have been disqualified may appeal the decision through written correspondence to the Purchasing Manager.**

Sec. 2-671.

Awards to lowest responsive bidder or most advantageous proposal (best value).

Contracts for the purchase of supplies, services, and construction shall be awarded to the lowest responsive bidder or **to the** most advantageous proposal as specified by project in the ~~request for proposal~~ **solicitation document** for each ~~project~~ **contract** except as otherwise provided in this article. Among the factors to be considered in determining the lowest responsive bidder **or most advantageous proposal** are the following:

(1) ~~Value analysis~~ **Determination of Responsiveness.** Awards shall be made in the best interests of the City as determined by a prudent value analysis, including but not limited to:

(a) *Capability.* The ability, capacity and skill of the bidder to perform the contract or furnish the supplies required and sufficiency of financial resources and ability of the bidder to perform the contract or furnish the supplies.

(b) *Timeliness.* Whether the bidder can perform the contract or furnish the supplies promptly or within the time specified, without delay or interference.

(c) *Previous performance.* The character, integrity, reputation, judgment, experience and efficiency of the bidder **while performing past agreements with the City of Aurora as well as other entities if that performance can be confirmed, reasonably, by the City of Aurora.**

(d) *Quality.* The quality of supplies or performance on previous purchases or contracts, including known quality based on previous use, and the quality, availability and adaptability of the supplies or contractual services to the particular use required.

(e) *Legal compliance.* Previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.

(f) *Conditions.* The number and scope of conditions attached to the bid by the bidder **or preferably**

whether no such conditions have been attached by the bidder unless those conditions have been preapproved for all bidders and transmitted to all bidders as scope of work or scope of services addendums to the solicitation.

(g) *Services.* The availability, accessibility and cost of repair or replacement parts and the ability of the bidder to provide **timely and effective** future maintenance and service.

(h) *Value.* The cost as determined by relevant formulae based on the efficiency, life cycle or other relevant data of the items to be purchased.

(i) *Inquiry into responsiveness of bid.* The unreasonable failure of a bidder to promptly supply information in connection with an inquiry with respect to responsiveness may be grounds for a determination of non-responsiveness with regard to such bidder, **if a reasonable response is not received within five (5) business days or less of the request for information being electronically transmitted.**

(2) *Tie bids.* Tie bids shall be awarded by drawing lots in public, except that if bids received are for the same total amount or unit price and the quality and services, as described in subsection (1) of this section, are equal, the contract shall be awarded to a bidder having a place of business in the City of Aurora.

(3) Award to other than low bidder (sealed bid process). When using a competitive sealed bid process and it appears appropriate not to make the award to the lowest dollar bidder, because the lowest dollar bidder is nonresponsive **to the terms of the bid or found to be nonresponsive by the City of Aurora under the factors set forth in subsection (1), above,** a full and complete statement and documentation of the reasons shall be prepared by the ~~p~~Purchasing ~~m~~Manager and **shall be reviewed and approved** by the ~~d~~Director of ~~internal services~~ Finance and the ~~e~~City ~~a~~Attorney's ~~e~~Office.

(4) Award to the most advantageous proposal (negotiated request for proposal). Each request for proposal shall define the method of evaluation to be used to select the most advantageous proposal. The factors to be considered in determining the most advantageous proposal ~~shall~~**may** include but not be limited to the following:

- (a) Technical ability;
- (b) Previous experience and performance;
- (c) Qualifications of personnel;
- (d) Ability to meet schedule; and
- (e) Price.

(5) Most Advantageous Proposal or Lowest Bidder - Abridged Process.

When authorized by the Purchasing Manager firms may be awarded a Master On-Call Contract upon completion and positive evaluation of an open competitive solicitation for Job Order Engineering Services (JOES), Master Engineering Service Agreements (MESA) or other Job Order Contracts. Firms shall be evaluated for inclusion on the preapproval list for JOES, MESA and Job Order Contract opportunities using the criteria set forth in subsections (1) and (4), above. The Purchasing Manager shall be authorized to establish additional criteria for placement on the preapproval list, including criteria related to qualification to bid on contract awards of various values based upon prior satisfactory performance of JOES, MESA or Job Order projects of lesser dollar value.

Upon award of a Master On-Call Contract, the Purchasing Manager shall be authorized to award job specific task orders of various values not to exceed the contract limit of the contract value. Consideration shall be given by departments for use of an additional, but accelerated, competitive proposal solicitation to the Master On-Call firms for job specific task orders. Departments shall provide written justification to the Purchasing Manager for job specific task orders to be awarded directly to any firm with a Master On-Call Contract.

Sec. 2-672.

Authority to make awards.

(a) Authority to award a contract or purchase order under this article shall be as follows:

(1) *Contracts and purchase orders for less than \$25,000.00.* For purchase orders or contracts of less than \$25,000.00, the award shall be authorized by the ~~p~~**Purchasing m**~~M~~**anager** or **their** designee.

(2) *Contracts and purchase orders for at least \$25,000.00 but less than \$50,000.00.* For purchase orders or contracts of at least \$25,000.00 but less than \$50,000.00, the award shall be authorized by the ~~e~~**City m**~~M~~**anager** or designee. A report of actions that includes those transactions from \$25,000.00 to \$50,000.00 will be forwarded to the ~~e~~**Council** prior to award. If ~~e~~**Council** approval is desired, a ~~e~~**Councilmember** will notify the ~~e~~**City m**~~M~~**anager** and the item will be placed on the ~~e~~**Council** agenda.

(3) *Contracts and purchase orders for at least \$50,000.00 but less than \$2,000,000.00.*

a. For purchase orders or contracts of at least \$50,000.00 but less than \$2,000,000.00 for which formal competitive bidding, or competitive proposals have been required, the award shall be authorized by the ~~e~~**City m**~~M~~**anager** or designee, provided that all of the following conditions have been met:

1. The lowest responsive bidder for competitive bidding, or most advantageous offer for competitive proposals has been selected.

2. Formal competitive solicitation procedures have resulted in at least three responsive bids, or 507

offers; and

3. No bid protest has been received by the ~~d~~**Director of internal services Finance**.

A report of all such actions will be forwarded to the ~~c~~**Council** prior to award. If ~~c~~**Council** approval is desired, a ~~c~~**Council** ~~m~~**Member** will notify the ~~c~~**City** ~~m~~**Manager** and the item will be placed on the ~~c~~**Council** agenda.

b. For all other negotiated purchase orders or contracts of at least \$50,000.00 but less than \$2,000,000.00 which were not subject to any open, public, solicitation process; and for all purchase orders or contracts of at least \$50,000.00 but less than \$2,000,000.00 for which formal competitive bidding is required but which have not met the conditions set forth in subsection **(a)** above, the award shall be authorized by ~~c~~**City** ~~c~~**Council**.

(4) *Extensions of existing competitively solicited contracts.*

a. When a vendor/contractor offers to extend an existing competitively solicited contract under the same conditions of the original contract at the same or lower price in accordance with subsection 2-674(2), the award shall be authorized by the ~~c~~**City** ~~m~~**Manager** or designee when the base award has met the conditions set forth in subsection (3)a. above. Funding shall have been appropriated in the annual budget for such contract.

b. Such actions shall be included in the report of actions in accordance with subsection (3)a. above.

(5) *Contracts and purchase orders for \$2,000,000.00 or more.* For purchase orders or contracts of \$2,000,000.00 or more, the award shall be authorized by the ~~c~~**City** ~~c~~**Council**.

(6) *Construction contracts.* For construction contracts only, the award amount includes both the contract amount plus the contingency amount that is to be encumbered at the time of award.

(b) The ~~d~~**Director of internal services Finance** or designee shall have the authority to execute, on behalf of the City, all contracts and purchase orders awarded pursuant to this section.

(c) Reserved.

Sec. 2-673.

Informal bidding.

The ~~p~~**Purchasing** ~~m~~**Manager** shall establish **written and published** procedures for using solicitations to award purchase orders and contracts when the estimated cost is less than \$25,000.00. **Publication of the same shall be on the City's website.**

Sec. 2-674.

Negotiated "non-competitive" purchases.

Purchase orders and contracts in any amount may be awarded on a noncompetitive basis in one or more of the following cases when the ~~pp~~Purchasing ~~mm~~Manager approves the use of negotiation as a means to procure the goods and services prior to award. Authority to award negotiated purchases shall be in accordance with the limitations established in section 2-672, except as stated in subsection (3) of this section.

~~(1) City share contracts. City share contracts which include contracts with developers for the construction of public improvements whereby the city shares in the cost of construction as may be required by this Code or as the result of an annexation agreement or a similar agreement in kind or a determination is made that it is in the best interest of the City to share in the cost. The city reserves the right to be present at the bid opening, to inspect all bids received by the developer and for good cause to reject such bid. Additionally, the city reserves the right to perform or contract for the work to be accomplished.~~

(21) *Extension of existing competitively solicited contract.* A vendor/contractor offers to extend an existing competitively solicited contract under the same conditions of the original contract, and at the same or lower price, and such extension is in the best interest of the ~~e~~City and is in accordance with the solicitation document. As used in this subsection, the term "price" may be deemed "the same or lower" if the price from the previous contract will be increased in the extension only in an amount equal to an inflationary factor as determined by acceptable indices or criteria.

~~(32)~~ *Used, discontinued, unique purchases.* Used, discontinued or otherwise unique equipment or commodities which become available or are offered only for a limited time and may be acquired below the cost of similar new or regular items. The ~~e~~City ~~mm~~Manager or his or her designee shall have the authority to award purchase of used, discontinued or unique equipment or purchases with a report of such purchases above \$25,000.00 to be forwarded to the ~~e~~Council prior to award. If ~~e~~Council approval is desired, a ~~e~~Council ~~mm~~Member will notify the ~~e~~City ~~mm~~Manager and a review of the item will be placed on a council agenda.

(43) *Service on existing equipment.* It is ~~to~~ in the ~~e~~City's ~~advantage~~ **best interest** to obtain parts, repair or service on existing equipment from a local factory-authorized dealer or distributor.

(54) *Perishable supplies.* Supplies that are perishable or cannot be purchased by ordinary procedures because of imminent spoilage or decay.

(65) *Reduced total cost.* Closer location, more advantageous time allowances or similar variable factors can reduce the total cost of the product or service.

(76) *Standardization.* Standardization of parts, modules, accessories or additions will minimize excessive inventory or maintain compatibility with existing furnishings or installations.

(87) *Lack of specifications or testing.* It is not feasible to prepare definite, certain and precise written

specifications or testing is desired to better define requirements.

(98) *No response.* Formal competitive bidding procedures have failed to provide sufficient **at least two** responsive bidders.

(109) *Sole source.* Only one specific source is known to exist **after reasonable inquiry by the Purchasing Manager or their staff** for the required supplies or services (sole source). **Departmental assertions of a sole source shall not be determinative upon the Purchasing Manager's determination but shall be given due consideration.**

(110) *Priority.* In order to reduce down time of procuring equipment and contracts when circumstances warrant, purchase orders may be negotiated with selected vendors or contractors.

(121) *Exceptions to purchasing.* Exceptions identified in purchasing and procedures letter 1-3 promulgated pursuant to section 2-3, rules and regulations, are not subject to standard purchasing procedures

Sec. 2-675.

Emergency purchases.

In an apparent emergency which requires immediate purchase of supplies, services, or award of a construction contract, change order or amendment, regardless of cost, the ~~€City m~~Manager or the ~~€Deputy €City m~~Manager of ~~administrative services~~ **the department, or the General Manager of Aurora Water** shall be empowered to authorize the ~~€Director of internal services~~ **Finance** to procure such emergency needs as expeditiously as possible considering cost and other factors. The circumstances necessitating immediate action shall be fully documented in the ~~€City m~~Manager's report to the ~~€~~Council, except where the immediate action does not require expenditure in excess of \$50,000.00.

Sec. 2-676.

Change orders and amendments.

(a) *Definitions-*

(1) The term "change order" shall apply to any modification of an existing contract. ~~with the exception of any modification of an existing professional service contract.~~

~~(2) The term "amendment" shall apply only to any modification of an existing professional service contract.~~

(b) *May not exceed appropriations.* In no event shall any change order ~~or amendment~~ be approved where such change order ~~or amendment~~ would increase the total contract cost to an amount exceeding the funds

appropriated by the eCity eCouncil.

(c) *Authority to approve change orders and amendments.* Subject to the limitation set forth in subsection 2-676 (b)(1)(a), authority to approve change orders and amendments shall be as follows:

(1) Change orders and amendments for less than \$25,000.00. For change orders and amendments of less than \$25,000.00, by the pPurchasing mManager or designee, as long as such approval does not cause the cumulative total of all change orders and amendments to a contract to exceed \$100,000.00.

(2) Change orders and amendments for at least \$25,000 but less than \$100,000. For change orders and amendments of at least \$25,000.00 but less than \$100,000.00, by the eCity mManager or designee, as long as such approval does not cause the cumulative total of all change orders and amendments to a contract to exceed \$100,000.00. A report of actions from \$25,000 to \$100,000 will be forwarded to the eCouncil prior to approval. If eCouncil approval is desired, a eCouncil mMember will notify the eCity mManager and the item will be placed on the eCouncil agenda.

(3) Change orders and amendments that would cause the total amount of change orders and amendments to a contract to exceed \$100,000. Any change order or amendment, regardless of amount, that would cause the cumulative total of all change orders and amendments to a contract to exceed \$100,000.00 may only be approved by eCity eCouncil.

(4) *Construction and design-build contracts.* The above change order requirements shall not apply to the construction and design-build contracts for work required to complete the project. eCity eCouncil approval shall be required on change orders that would cause the cumulative amount of change orders to exceed the contingency awarded by eCity eCouncil. Change orders issued within the contingency amount will be reported to eCity eCouncil in the "pPurchasing sServices wWeekly rReport of aActions".

(d) *Administrative orders.* Change orders and amendments that are administrative in nature, such as a decrease in cost, change in performance time, etc., may be approved by the pPurchasing mManager or designee.

(e) *Request by eCouncil mMembers.* Any eCouncil mMember can request that any change order or amendment be submitted for full eCouncil review and approval.

(f) *Authority to execute change orders and amendments.* The eDirector of internal services **Finance** or designee shall have the authority to execute on behalf of the eCity all change orders and amendments approved pursuant to this section.

Sec. 2-677.

Inspection and testing.

The pPurchasing mManager shall have the authority to require chemical and physical tests of commodities or 511

construction work to determine the quality and conformance with specifications pursuant to this article. **The Purchasing Manager has the authority to order stop payment of purchase orders and invoices if work or commodities are found to be substandard or non-conforming to the Statement of Work or Services in the contract. The Purchasing Manager shall immediately report that determination to the Director of Finance to have review and oversight of this determination.**

Sec. 2-678.

Surplus stock.

- (a) *Department authority.* Departments may sell, trade or transfer fixed assets no longer needed in their departments to other eCity departments for their official use. Proceeds from any sales to other eCity departments would be reimbursed to the selling department's capital outlay accounts.
- (b) *Reports of surplus stock.* Departments shall submit to the pPurchasing mManager, at such times and on such forms as prescribed, reports showing stocks of all commodities or fixed assets which are no longer used or sold or traded to another department or which have become obsolete, worn out or scrapped.
- (c) *Transfer to other departments.* The pPurchasing mManager shall have the authority to transfer surplus stock to other departments.
- (d) *Sale of surplus stock.* The pPurchasing mManager shall have the authority to sell all commodities which have become unsuitable for public use or to exchange such for or trade in such on new commodities. Sales shall be made to the highest responsive bidder ~~as prescribed in section 2-670 of this article.~~ Such sales shall be preceded by a formal advertisement either electronically or in a newspaper if the total estimated sale of items exceeds \$10,000.00.
- (e) *Auction or written bids.* Sale by public or electronic auction may be used in lieu of acceptance of written bids.
- (f) *Sale other than by bid or auction.* Surplus items may be sold, based on a price equal to or higher than past bid or auction prices for similar items, if the best interests of the eCity are served. The sale price must be approved by the eCity mManager or designee.
- (g) *Donations.* Items **that the donating department has with an estimated the value of as being** \$500.00 or less may be donated to charitable or nonprofit organizations with approval of the pPurchasing mManager. Items **that the donating department has with an estimated the value as being over** \$500.00 may be donated to charitable or nonprofit organizations with approval of the eCity mManager or his or her designee. The eCity mManager shall notify the eCity eCouncil of the intent to donate an item with a value over \$500.00 no less than ten days prior to the transfer of title.

Sec. 2-679.

Cooperative purchasing and contracting.

The **Purchasing Manager** shall have the authority to join with other units of government in cooperative purchasing and contracting plans when the best interests of the **City** would be served thereby.

Sec. 2-680.

Mandatory requirements in city contracts.

Every contract executed by the **City** shall contain the following to be complied with by the person or entity entering into the contract with the City:

- (1) *Compliance with laws.* The contracting party shall comply with applicable federal, state and local statutes, ordinances, rules, regulations and standards pertaining to safety, whichever is more restrictive.
- (2) *Performance and payment bonds.* A bond for the proper performance of any contract as authorized by C.R.S. § 24-105-202, as amended, may be required. The form and legal sufficiency of a bond shall be subject to the approval of the **City Attorney and Risk Manager**. For contracts which do not exceed \$25,000.00, the **Purchasing Manager** may waive the requirement of a performance or payment bond. The **City** may be liable for the payment of any valid liens claimed, when it awards a contract without bond requirements, in an amount equal to the contract amount, but not to exceed \$25,000.00.
- (3) *Equal opportunity.* The contracting party shall commit to compliance as an equal opportunity employer.
- (4) *Insurance.* The contracting party shall provide evidence of worker's compensation coverage, comprehensive general liability insurance and professional errors and omissions insurance, as described in this section. The required insurance will be considered primary and, for loss covered by such insurance, such insurance shall first be exhausted before any other insurance or funds are applied to pay the loss.
- (5) *General liability insurance.* The contracting party shall carry a comprehensive general liability insurance policy, including broad form property damage, completed operations and broad form contractual liability.
- (6) *Automobile liability insurance.* The contracting party shall carry a comprehensive automobile liability insurance policy including coverage for all owned motor vehicles and hired or nonowned vehicles used in the performance or the purchase order or contract.
- (7) *Professional liability insurance.* The contracting party providing engineering or architectural and design services to the **City** shall provide evidence of professional liability insurance.
- (8) *Factors determining sufficiency of insurance.* The **Risk Manager**, will set the amount and conditions of required insurance and the following factors shall be applied:

- (a) The risk or loss involved in performance of the contract.
- (b) Terms of the contract.
- (c) The cost of the project.
- (d) Known conditions at the site of the project which increase risk.
- (e) Complexity of the project.
- (f) Any other factor which may be considered in accordance with good risk management policy.
- (g) Necessity for making the City an additional named insured on any policy.

Sec. 2-681.

Report to city council.

The Purchasing Manager shall submit a weekly report of purchasing and contracting activities to the City Council. The report shall include information on competitively solicited purchase orders and contracts under \$2,000,000.00 that meet the requirements set forth in 2-672(a)(3)a. and all other purchase orders and contracts under \$50,000.00 during the reporting period. The weekly report shall also include non-construction contract change orders and amendments of less than \$100,000.00 and construction contract change orders in any amount that are within the previously approved contingency during the reporting period.

Sec. 2-682.

Minority, women and small business enterprise participation.

- (a) The City Manager or his or her designee shall have the authority to establish and administer a minority, women, Aurora small business, and small business enterprise program. The City Manager or his or her designee shall develop policies and procedures which are designed to implement this program.
- (b) The City Manager or his or her designee shall utilize metropolitan as well as national resources in establishing this program.

Sec. 2-683.

Longterm rental and leaseholds.

In recognition of the home rule powers granted unto certain municipal corporations within the state by section 6

of article XX of the state constitution, the eCity eCouncil enacts this section with the intention of superseding the provisions found in C.R.S. § 31-15-801 relating to longterm rentals and leaseholds. The eCity eCouncil declares that any longterm rentals and leaseholds may be accomplished by action of the eCity eCouncil without the necessity of passage of an ordinance. Such longterm rentals and leaseholds may, at the discretion of the City, exceed 30 years **but may not exceed 80 years.**

Sec. 2-684.

Confidential police department contracts.

- (a) The eChief of pPolice or his or her designee shall have the authority, subject to the approval of the eCity mManager or his or her designee, to enter into contracts for the purchase and sale of supplies, services and commodities and to enter into real estate contracts relating to rentals and leaseholds on behalf of the pPolice eDepartment when the nature of those sales, purchases and real estate contracts require that confidentiality be maintained. To the extent any of the requirements contained in this article would thwart the police purposes due to the confidential nature of the contract or, due to the need for prompt action, the pPolice eDepartment is expressly exempted from the requirements of this article. All such contracts shall be subject to legal review by the eCity aAttorney's eOffice prior to execution and to the extent practicable, with maximum economy to the City.
- (b) The eChief of pPolice or his or her designee shall keep records of any and all expenditures of eCity funds under this section, which records shall be maintained according to generally accepted accounting principles and shall be audited at least once per year.

Sec. 2-685.

Use of pilot programs.

Notwithstanding the requirements of this chapter, the eCity mManager shall have authority to implement pilot programs for various procurement processes upon receiving an authorization to proceed on a specific process from the eCity eCouncil. Such authorization may be given by eCity eCouncil at sStudy sSession. The pilot programs shall be for opportunities for the City to evaluate savings through new streamlined or more effective and efficient procurement processes. This authority will support the testing of new procurement processes that have the potential of saving the City in time, effort, or actual monetary amounts. Each approved program will contain an automatic sunset provision with a date specific for expiration.

Sec. 2-686.

Obsolete or unusable property.

Sales of obsolete or unusable property with an estimated cumulative value in excess of \$10,000.00 shall be sold through ~~formal written bid or by~~ public auction, to the highest responsible bidder, after due notice inviting bids, except when a negotiated price may be based on a price higher than past bid or auction as set forth in section 2-678.

Sec. 2-687 through 2-720.

Reserved.

Section 2. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 3. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this day of _____, 2023.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers ^{gk}

DAVE LATHERS, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Ordinance to Amend A.M.C Section 134
Item Initiator: Veronica Garza, Legal Secretary
Staff Source/Legal Source: Carrigan Bennett, Police Lieutenant / Megan Platt, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 3/20/2023

Regular Meeting: 3/27/2023

2nd Regular Meeting (if applicable): 4/10/2023

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE X CHAPTER 134 OF THE CITY CODE PERTAINING TO THE AURORA PARKING AND TRAFFIC ENFORCEMENT BUREAU AND AUTOMATED VEHICLE IDENTIFICATION SYSTEM CITATIONS
Carrigan Bennett, Police Lieutenant / Megan Platt, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session Approve Item as proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 3/9/2023

Action Taken/Follow-up: (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

Approved to Move Forward with Consolidation to a Single Ordinance by the Public Safety Committee on 3/9/2023

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Ordinance to Amend Section 134 of the Aurora Municipal Code in order to support the initiation of the Photo Speed Enforcement Pilot program and for hearings to be conducted by the Aurora Traffic and Parking Magistrate

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

- | | | |
|--|--|--|
| <input type="checkbox"/> Revenue Impact | <input type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input checked="" type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council Approve the item to move forward to the Regular Meeting?

LEGAL COMMENTS

City Charter Section 3-9 authorizes the City Council to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. (Platt)

ORDINANCE NO. 2023- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING ARTICLE X CHAPTER 134 OF THE CITY CODE PERTAINING TO THE AURORA PARKING AND TRAFFIC ENFORCEMENT BUREAU AND AUTOMATED VEHICLE IDENTIFICATION SYSTEM CITATIONS

WHEREAS, Council approved a pilot program for Photo Speed Enforcement on June 13, 2022 and approved changes to A.M.C 134-451 to allow for civilian review of violations in addition to peace officers; and

WHEREAS, C.R.S. 42-4-110.5 permits municipalities to enact ordinances around photo speed enforcement and to use civilian employees to review violations and;

WHEREAS, the City intends to include photo speed enforcement violations in the administrative parking magistrate process pursuant to the process authorized in A.M.C. 134-426 to hear disputes arising from photo speed enforcement violations; and

WHEREAS, the violations will be referred to as “penalty assessment notices;” and

WHEREAS, appeals from the magistrate process will be referred to the Aurora Municipal Court; and

WHEREAS, violations that appear to be traffic offenses will be referred to a sworn police officer for investigation in accordance with state statute.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. Section 134-426 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Section 134-426. The Aurora Parking **and Traffic Bureau**

(a) *Aurora Parking Bureau established.* The Aurora Parking **and Traffic Bureau** is hereby established as an administrative unit of the Aurora Municipal Court.

(b) *Designation of magistrate.* The Aurora Parking **and Traffic Bureau** shall be composed of one or more persons who shall serve as administrative parking magistrate for a term of one year and shall be appointed by the city manager. Such person(s) shall not be a city employee or contractor associated with, or have a financial interest in, the parking and mobility program.

(c) *Authority of magistrate.* The administrative **parking and traffic** magistrate shall have the authority to conduct informal dispositions and final hearings for parking citations **and photo speed enforcement violations issued pursuant to section 134-451.** The administrative **parking and traffic** magistrate shall have the discretion to uphold, reduce, or dismiss a parking **or photo speed enforcement** citations based on any and all evidence and arguments submitted.

(d) *Responsibilities of magistrate.* The administrative parking **and traffic** magistrate shall:

- (1) Conduct informal dispositions and render decisions on matters concerning alleged parking violations, ~~and~~ immobilized vehicles, **and photo speed enforcement violations;**
- (2) Provide an orderly process for hearing testimony, taking sworn testimony, ruling on evidence presented, questioning witnesses and preparing recordings of proceedings to determine the validity of a parking **or photo speed enforcement** violation;
- (3) Conduct non-judicial administrative vehicle impoundment hearings;
- (4) Issue written decisions containing findings of facts and conclusions of law to all parties involved in vehicle impoundment hearings;
- (5) Review and evaluate testimony and evidence presented by parties; analyze ~~parking~~ histories and violations to determine if fines or fees are reduced or waived;
- (6) Perform administrative activities, ~~and~~ functions, **and record keeping** related to parking citations and **photo speed enforcement violations;**
- (7) Impose fines on parking tickets **and photo speed enforcement violations,** sign waivers of immobilization fees, authorize reasonable towing delays;
- (8) Explain city ordinances, rules and regulations, and any procedures that may apply without providing legal advice; and
- (9) Educate and assist the public through knowledge of applicable policy, procedure and city ordinances.

Section 2. Section 134-430 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Section 134-430. Hearing to challenge the validity of a parking violation **or photo speed enforcement penalty notice.**

(a) *Generally.* Any person cited by the police department or director of public works for a parking violation **or photo speed enforcement penalty notice** may contest the determination that a violation occurred by requesting in writing a hearing before the Aurora Parking Bureau. Such hearing shall be held no later than 20 days from the date of issuance of the parking citation unless an extension is otherwise authorized.

(b) *Notice.* No less than seven days prior to the date set for the hearing, the Aurora Parking Bureau shall notify the registered owner of the vehicle of the date, time and place of the hearing. Any person requesting a hearing who fails to appear at the time and place set for the hearing shall be deemed to have waived the option for a hearing before the Aurora Parking Bureau and all civil penalties shall become due as indicated on the issued parking citation **or photo speed enforcement penalty notice.**

(c) *Review of dispute.* The Aurora Parking **and Traffic Bureau** shall review all relevant documentation on file with the City in the case, including, but not limited to, the parking citation **or photo speed enforcement penalty notice**, reports, and written statements, if any. All documents may be submitted electronically. In lieu of the police officer's or parking enforcement officer's personal appearance at the hearing, the Aurora Parking Bureau may consider the parking citation and any other written report by the police officer or parking enforcement officer who issued the citation.

(d) *Hearing recorded.* The Aurora Parking **and Traffic Bureau** shall electronically record and maintain all parking **citation and photo speed enforcement penalty notice** ~~citation~~ hearings pursuant to this article.

(e) *Determination.* At the hearing and after consideration of the evidence, the Aurora Parking **and Traffic Bureau** shall determine whether a violation was committed. Where it has not been established that the violation was committed, the citation shall be dismissed. Where it has been established that a violation was committed, the Aurora Parking **and Traffic Bureau** shall uphold the citation **or photo speed enforcement penalty notice** and order the registered owner of the vehicle to pay the citation within seven days. A copy of such order shall be issued to the registered owner of the vehicle.

(f) Failure to pay; penalty. Any person ordered to pay the civil penalty who fails to do so within seven days following the hearing shall be deemed to have refused to pay the civil penalty levied by the citation **or photo speed enforcement penalty notice** and shall be liable for the payment of the original violation and any additional civil penalties.

Section 3. Section 134-451 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Section 134-451. Automated Vehicle Identification System Citations **Penalty Assessment Notices**

(a) Except as specified in subsection (d) of this section, ~~When~~ **when** a peace officer **or designated civilian employee**, based on evidence obtained in whole or in part by means of an automated vehicle identification system has probable cause to believe that a traffic violation has been committed, the peace officer **or designated civilian employee** may issue, or cause to be issued through a contractor designated by the city manager, a ~~summons and complaint~~ **penalty assessment notice** charging the person in whose name the vehicle is registered based on the license plate or any other identification of the vehicle with violation of the applicable section, or the person designated by the owner as being the driver of the vehicle when the violation occurred. If, however, the vehicle is registered in more than one person's name, the ~~summons and complaint~~ **penalty assessment notice** shall be issued to the registrant whom the issuing peace officer **or designated civilian employee** determines, under all the facts and circumstances, was the person most likely depicted in the image produced by the camera.

(b) Any ~~summons and complaint~~ **penalty assessment notice** issued as part of an automated vehicle identification system program shall contain the name and address of the defendant; the license number of the vehicle involved; a citation of the code section alleged to have been violated; a brief description of the infraction or violation; the date and approximate place of the infraction or violation; the amount of any prescribed penalty, the number of points, if any, prescribed for such infraction or violation pursuant to Colorado Revised Statutes; and the date the ~~summons and complaint~~ **penalty assessment notice** is issued. The ~~summons and complaint~~ **penalty assessment notice** shall direct the defendant to ~~appear in the municipal court at a specified date and time in the event the prescribed penalty is not previously paid~~ **a website portal where, prior to a date and time specified on the penalty assessment notice, the defendant can pay the penalty, submit evidence to dispute the identity of the driver as permitted by Colorado Revised Statutes and this code, or request a hearing before the Aurora Parking and Traffic Bureau Magistrate to dispute the penalty assessment notice.** The ~~summons and complaint~~ **penalty assessment notice** shall also contain a line on which the defendant may elect to execute a signed acknowledgement of liability and an agreement to pay the penalty on or before the ~~appearance~~ **date on the notice. The penalty assessment notice shall also contain information on how the defendant can**

request a hearing before the Aurora Parking and Traffic Bureau Magistrate pursuant to section 134-426 to dispute the penalty assessment notice.

(c) A copy of the ~~summons and complaint~~ **penalty assessment notice** may be personally served upon the defendant in compliance with Colorado Municipal Court Rules of Procedure no later than 90 days after the date the alleged violation occurred. **If a penalty assessment notice or notice of such violation was mailed to the defendant prior to personal service, and the defendant did not dispute the identity of the driver prior to personal service, then the defendant shall not be able to dispute the identity of the driver without a hearing.**

(d) **When a peace officer or designated civilian employee, based on evidence obtained in whole or in part by means of an automated vehicle identification system has probable cause to believe that a vehicle was traveling twenty-five miles per hour or more in excess of the posted speed limit, the violation will be investigated as a traffic offense. The traffic offense will be referred to a sworn police officer for investigation.**

Section 4. Section 134-452 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Section 134-452. Payment of Automated Vehicle Identification System ~~Citations~~ **Penalty Assessment Notices**

The fine or penalty specified in the automated vehicle identification system ~~summons and complaint~~ **penalty assessment notice** may be paid ~~in person~~ on or before the ~~appearance~~ **penalty assessment notice due date** or through the United States Postal Service by first class mail **to an address specified on the penalty assessment notice, through a website portal, or drop box.** Acceptance of a ~~summons and complaint~~ **penalty assessment notice** and payment of the prescribed penalty and costs, if any, to the **city cashier through one of the methods specified on the penalty assessment notice** ~~clerk of the court~~ shall be deemed a judgment and satisfaction of the judgment for the violation.

Section 5. Section 134-453 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Section 134-453. Appearances for Automated Vehicle Identification System ~~Violations~~ **Penalty Assessment Notices**

(a) In the event that the defendant having been served with a ~~summons and complaint~~ **penalty assessment notice** fails to pay the penalty on or before the ~~appearance~~ **due date**, **fails to request a hearing before the Aurora Parking and Traffic Bureau magistrate, or fails to submit evidence to dispute the identity of the driver, on the date and time specified in the summons and complaint issued pursuant to section 134-451 and answer**

~~the complaint. If the defendant answers that he or she is liable, judgment shall be entered. If the defendant fails to appear, judgment shall be entered~~ **a default judgment shall be entered and a penalty assessed with any applicable fees and costs in accordance with section 134-456.**

(b) In the event the defendant disputes the allegations in a ~~summons and complaint~~ **penalty assessment notice** issued pursuant to section 134-451 **and requests a hearing prior to the entry of a default judgment, a trial hearing before the Aurora Parking and Traffic Bureau magistrate** shall be held. If the defendant is found guilty or fails to appear at such ~~trial or final~~ hearing, judgment shall be entered and a penalty assessed with any applicable fees and costs shall be assessed as provided in section 134-456 **unless the judgment is appealed to the Aurora Municipal Court pursuant to section 134-431.**

Section 6. Section 134-454 of the City Code, of the City of Aurora, Colorado is hereby amended to read as follows:

~~Section 134-454. Presumption in Reference to Automated Vehicle Identification System Violations~~ **Penalty Assessment Notices**

In any proceeding alleging a traffic violation, proof through the use of an automated vehicle identification system that the particular vehicle described in the ~~summons and complaint~~ **penalty assessment notice** used by one in such violation, together with proof that the person named in the ~~summons and complaint~~ **penalty assessment notice** was at the time of the violation the registered owner of the vehicle or the designated operator of the vehicle, shall constitute prima facie evidence that the registered owner of the vehicle was the person who was committing the violation at the point where, and for the time during which, the violation occurred. This presumption may be rebutted if the finder of fact determines that there is probative evidence that the registered owner of the vehicle or the operator designated by the registered owner of the vehicle was not operating the vehicle at the time the violation was committed.

Section 7. That subsection (b) (3) (c) of section 134-455 of the City Code of the City of Aurora, Colorado is hereby amended as follows:

Section 134-455. Payment of Automated Vehicle Identification System Citations

(b) In any prosecution for traffic violation(s), the results of any automated vehicle identification system shall be admitted into evidence to show the speed of the motor vehicle, the location of the vehicle with respect to an intersection, street, stop line, crosswalk, or traffic signal at any particular instant, the color or condition of any traffic signal at any particular instant, the identity of the operator of the motor vehicle, and the identity of the motor vehicle, if the following foundation is established in evidence:

(3) In any case involving the speed of a motor vehicle, accuracy of the automated vehicle identification system with respect to speed measurements was checked or calibrated through one or more of the following means:

- a. The use of two external tuning forks with or without an annual calibration of those tuning forks; or
- b. The use of one external tuning fork which was calibrated within one year before or after the photo-radar speed measurement at issue in the particular case; or
- c. Calibration or certification of the accuracy of the device by the manufacturer within one year before or after the photo-radar or **Light Detection and Ranging Device (LiDAR)** speed measurement at issue in the particular case.

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 10. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2023.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

^{PS}
Megan Platt
(MEGAN PLATT, Assistant City Attorney)



CITY OF AURORA

Council Agenda Commentary

Item Title: Northeast Aurora Planning and Annexation Boundary Expansion Comprehensive Plan Amendment
Item Initiator: Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services
Staff Source/Legal Source: Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.2--Plan for the development and redevelopment of strategic areas, station areas and urban centers

COUNCIL MEETING DATES:

Study Session: 1/23/2023

Regular Meeting: 3/13/2023

2nd Regular Meeting (if applicable): 3/27/2023

Item requires a Public Hearing: Yes No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)

Sponsor: Mike Coffman, Mayor

Daniel Krzyzanowski, Planning Supervisor, Planning and Development Services / Daniel L. Money, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |

Information Only

Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 6/15/2022

Action Taken/Follow-up: (Check all that apply)

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Recommendation Report Attached

Minutes Attached

Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

At the January 24, 2022, City Council Study Session, staff presented an overview of the history and **purpose of the city's Planning and Annexation Boundary**. The owner representatives of property located northeast of Denver International Airport adjacent to Aurora approached staff about potentially **annexing into the city**. The property is located just outside of the city's state-mandated Planning and Annexation Boundary adopted with the 2018 Aurora Place comprehensive Plan. Only those properties located within the boundary are eligible for annexation.

The city's Unified Development Ordinance (UDO) requires that property owners provide a fiscal impact analysis at their cost when requesting to annex into the city (Section 146-5.4.1.B.3.d). Because each annexation request outside the Planning and Annexation Boundary provides Council with an opportunity to evaluate expanding the boundary, staff proposed to initiate a fiscal impact analysis that **would encompass the property owner's parcel and also "square off" the current northern Planning and Annexation Boundary** to include approximately 12 additional square miles, making approximately 85 parcels eligible for annexation should a property owner wish to petition for annexation.

City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the fiscal impact analysis and report.

Staff presented an update on the study at the June 15, 2022, meeting of the Planning and Economic Development Policy Committee. At that time, the final report was under development and the Committee voted unanimously to move the item, and completed report, to a City Council Study Session. Minutes are attached.

Staff and the project consultant presented the fiscal impact analysis report to Council at their January 23, 2023 study session. At that time, Council directed staff to proceed with a formal amendment to the comprehensive plan to amend the planning and annexation boundary.

At their February 22, 2023 meeting, the Planning and Zoning Commission voted (6-1) to recommend approval of the proposed ordinance to amend the Aurora Places Comprehensive Plan to expand the planning and annexation boundary. The staff report and voting summary are attached.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Since February 2022, staff from Planning, Public Works, Fire, Police, PROS and the Office of **Development Assistance have been preparing the documentation that the city’s consultant, EPS, to** model the fiscal impact should all properties in the study area annex into the city. Initially, Planning staff prepared a land use plan that is based on the Colorado Air and Space Port Subarea Plan approved by the Adams County Commissioners in the latter part of 2021. Only non-residential land uses are permitted in this area, because of multiple overlapping airport noise overlay districts.

Planning staff then worked with the consultant to refine the land use plan and convert proposed land uses into a matrix suitable for modeling. Aurora Water staff worked with Planning staff and the consultant to translate the land use into water, wastewater and stormwater infrastructure and water resources needed to serve the new land uses. PROS has identified one major trail corridor that is located in the study area. Police and Fire are relying on case studies from Majestic Commerce Center, CentreTech, Industrial Rail, Distribution Warehouse development and other existing non-residential land uses to help service departments estimate service levels at full buildout. Input on costs to serve the study area were provided to the consultant and have been incorporated into the fiscal impact analysis.

Fiscal Impact Analysis Report

The city’s consultant, Economic and Planning Systems, Inc., has completed the fiscal impact analysis and the report is attached. The report is attached that describes the study’s methology and assumptions and estimated fiscal impacts to the city for both (one-time) capital and (ongoing) operational expenses and revenues.

The presentation that was provided to City Council at the January study session is attached.

Written notice to property owners within the study area was made ahead of the Planning and Zoning Commission Public Hearing. The fiscal impact analysis report was made available to property owners for their review, as well as an opportunity to provide feedback and/or attend the public hearing(s).

Amendments to the city’s comprehensive plan must be approved by a super majority (two-thirds of the entire membership of City Council) to be adopted.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to “Questions for Council”)

- Revenue Impact Budgeted Expenditure Impact Non-Budgeted Expenditure Impact
- Workload Impact No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

See attached fiscal impact summary and report.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

See attached fiscal impact summary and report.

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

See attached fiscal impact summary and report.

QUESTIONS FOR COUNCIL

Does Council wish to approve the Comprehensive Plan Amendment?

LEGAL COMMENTS

An amendment to the Comprehensive Plan, shall be recommended for approval, and shall be approved, only if it promotes the long term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora.

The City Council shall conduct a public hearing on an application to amend the Comprehensive Plan. City Council may approve amendments to the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of City Council. (City Code Sec. 146-5.4.1.A)

Whenever a super majority, of the fraction of two thirds, is referenced in the context of the enactment of ordinances and resolutions, it shall be deemed to mean seven affirmative votes. (City Code Sec. 2-34)

(Money)

APPROVED

**PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING
MINUTES**

Date: June 15, 2022

Time: 8:30 am

Members Present Chair: Councilmember Danielle Jurinsky, Vice Chair: Councilmember Dustin Zvonek, Councilmember Angela Lawson

Others Present Adrian Botham, Alicia Montoya, Alison Lueck, Andrea Amonick, Andrea Barnes, Ari Muca, Becky Hogan, Bob Oliva, Brad Pierce, Brandon Cammarata, Brian Duffany, Brian Rulla, Bruce Dalton, Cathy DeWolf, Daniel Krzyzanowski, Daniel Money, David Schoonmaker, Diana Rael, Garrett Walls, Gayle Jetchick, Gregg Johnson, Jacob Cox, Jake Calegari, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jessica Prosser, Julie Patterson, Karen Hancock, Kim Kreimeyer, Liz Fuselier, Marcia McGilley, Marisa Noble, Marvina Redding, Mathew Wasserburger, Melissa Rogers, Melvin Bush, Michelle Gardner, Mindy Parnes, Rachel Allen, Rachid Rabbaa, Sarah Wile, Scott Berg, Shannon Fender, Sunny Banka, Susan Chapel, Swirvine Nyirenda, Tod Kuntzelman, Trevor Vaughn, Victor Rachael, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF MAY 11, 2022 DRAFT MINUTES–COUNCIL MEMBER JURINSKY

2.a The minutes were approved.

3. GENERAL BUSINESS

3.a **BAB Request to Council to initiate a study measuring the viability of creating a centrally located large performing arts venue (and associated entertainment district) within the City of Aurora**

Summary of Issue and Discussion:

Andrea Amonick, Manager Development Services / Garrett Walls, BAB Chair, Shannon Fender, BAB Member

Garrett Walls and Shannon Fender presented the BAB (Business Advisory Board) request to initiate a study regarding a centrally located performing arts venue within

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the city. Aurora does not have a large venue arts, entertainment, and culture district with a performance space that is on par with a city of its size. These could be cultural and revenue generators for the city to attract visitors. The BAB is requesting an evaluation of the possibility of bringing in revenue by creating another District for arts, entertainment, and culture in the city. The survey will identify cost, potential, locations, types of venues, types of audiences, and funding.

Parker Colorado has the PACE Center which will have an ongoing summer concert series. Glendale broke ground on a multi-million entertainment district that has areas for families, dining, entertainment venues, and concert venues. Colorado Springs is breaking ground on their amphitheater called The Sunset. Commerce City has Dick's Sporting Goods Park that can seat up to 25,000 for concerts. Arvada has the Arvada Center for arts, humanities, and education. Denver has Mission Ballroom that can be utilized for concerts and may be rented for weddings, galas, tradeshow, corporate meetings, etc.

BAB has been working with Andrea Amonick and her team. Planning staff Daniel Krzyzanowski and Mindy Parnes have been discussing viability options, possibly within the city center, Ward II, and Ward VI.

- Council Member Zvonek expressed his support and stated that having a cultural arts complex is a boost for the city and helps keep the sales tax revenue within Aurora. He mentioned that the operation costs could hopefully be augmented by the tax paid for through SCFD (Scientific and Cultural Facilities District). He also mentioned that staff can consider private investments through companies and foundations to build the center. Garrett Walls mentioned that the city contributes to the SCFD, but only Denver venues are considered Tier 1 recipients of SCFD funds. Aurora is receiving less than \$1 million and has a few venues in Tier 2 and Tier 3.
- Andrea Amonick mentioned that Aurora does not get a fair share of the SCFD funds. She noted that the city has a designated cultural arts district on Colfax but is not of the scale of Tier 1 which could be more centrally located. She added that Visit Aurora is supportive of the idea of exploring the proposed center. She mentioned that the city needs more facilities to serve as entertainment facilities for the people coming in.
- CM Lawson expressed her support. She mentioned that they should also maintain the arts district in Northwest Aurora, and it is important to have both cultural areas.
- CM Lawson mentioned she would want input from George Peck, Daniel Lehman, and Stephanie Hancock who is the president of the Aurora Cultural Arts District. She expressed her support for the study.
- Melvin Bush mentioned that there have been smaller venues such as the Anschutz pop-up. He said that they could also study how many of the smaller venues are utilized and if there are opportunities to expand them. He added that the old town, Stanley, and Montview are vital areas.

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- Bruce Dalton said that he supports the survey and would like to be part of the process. He mentioned that he presented to the PR+ Committee (The Public Relations, Communications, Tourism, Libraries, Boards & Commissions & Citizen Groups Policy Committee) focusing on a new entertainment district. He said that Ward III or City Center would be viable places, and Ward II may have a chance through private development. He added that the Broncos' new stadium would be a good place in Ward II. He stressed that Visit Aurora fully supports the cultural arts district on Colfax Avenue and that Aurora is large enough to have more than one entertainment district.
- B. Dalton added that they have good relationships with the developers of Mission Ballroom and Tim White, the investor of Stanley Marketplace who would be open to conversations. He highlighted the difficulties of supporting businesses or entertainment with just local residents. He stressed the importance of marketing the entertainment districts to visitors to generate revenue for the city.
- CM Jurinsky agreed with B. Dalton. She stressed that they also need to keep public safety as a priority to attract people into Aurora. She mentioned the space at Aurora Mall that could be turned into a theater.

Outcome:

The Committee unanimously approved this item.

Follow-up Action:

None required.

3.b. Northeast Aurora Fiscal Impact Analysis Project Update**Summary of Issue and Discussion:**

Karen Hancock, Principal Planner/ Brian Duffany, Economic Planning Systems Inc.

Karen Hancock provided an update on the Northeast Aurora Fiscal Impact Analysis Project. In a January study session, the project was presented to initiate a fiscal impact analysis to include an additional 12 square miles into the city's planning annexation boundary. This is to estimate revenue generated by new development and the cost to provide city services. In 2021, a property owner requested the annexation of a property located outside of the planning and annexation boundary. Given the larger geography, the city has more opportunity to look at infrastructure and land use more broadly. The current planning and annexation boundary was adopted into Aurora Places. To change this, an amendment to the comprehensive plan must be approved by the supermajority of the council. Only non-residential land uses are permitted in the area due to DEN and the Colorado Air and Space Port. City Council unanimously approved the request. Economic and Planning Systems (EPS) were hired to take cost and revenue data to model the fiscal impact of adding the 12 square miles.

The planning staff and the consultant used the Colorado Air and Space Port Area Plan to develop a land-use matrix that provides the foundation for the city service departments to estimate service capital costs and revenues. Staff will use case studies

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from Commerce Center, Center Tech, etc., and special case studies representing schools, science and technology incubator facilities, airports, and service garages. These studies will estimate employment density, transportation networks, wastewater and water infrastructure, and police and fire service levels. Aurora Water included high water use in their infrastructure model. The land-use categories are broad enough to include different types of possible development. It will be a reasonable basis to estimate fiscal impact.

Currently, the development services department is working with the consultant to finalize service level data that are needed to model the fiscal impact. The planning staff will prepare the amendment to the comprehensive plan, the city attorney staff will prepare the ordinance, and the consultant will prepare the Fiscal Impact Analysis Summary. This summary will be included in Council Packets for review of the amendment to the Comprehensive Plan per the UDO (Unified Development Ordinance). The item will be presented to the fall PED meeting to review the draft ordinance to amend Aurora Places. Then, a public hearing will be held at the Planning and Zoning Commission followed by the study session if approved.

- CM Jurinsky asked for clarification regarding the small business incubation. K. Hancock stated that CM Marciano asked staff to include small business incubator uses during the January Study Session. She added that they have included schools, education, small businesses to large industrial uses in the land use matrix to ensure the mix of land uses.
- CM Lawson asked how transportation will be implemented as the land is being annexed into the city. K. Hancock said that Public Works is working on the transportation and mobility model. She added that the area is 95% in the Northeast Transportation Area Study and is one of the reasons why the area was proposed. Public Works is also estimating the transportation networks based on the land-use matrix. They are looking at transportation networks for Center Tech and Majestic and using them as case studies for the area.
- CM Lawson asked if they would use NEATS (Northeast Area Transportation Study) to define how they will do the annexation and build through with the matrix. K. Hancock confirmed this and said that they will apply the case studies to ensure that there will be an adequate transportation network.
- CM Lawson mentioned that the study was done a long time ago. She asked if it still meets the guidelines and if there are revisions that need to be made. K. Hancock said that the transportation information will be in the PED packet in the fall meeting, but it is not done yet. She added that CM Lawson can let them know if she would like brief updates. CM Jurinsky said that they can give transportation updates at any time.

Outcome:

The Committee unanimously approved moving this item forward to study session.

Follow-up Action:

Staff to place this item on a study session in the fall 2022.

APPROVED

4. MISCELLANEOUS MATTERS FOR CONSIDERATION

CM Jurinsky mentioned that Michael Sheldon reached out to her to have the Town Center of Aurora be on the agenda for a presentation. Jeannine Rustad said that she is handling it and asked for a time. CM Jurinsky said that M. Sheldon asked for help finding a date to ensure that the client can prepare the presentation. J. Rustad said that she will directly communicate with M. Sheldon.

4. a. Aurora Economic Development Council

- Jonathan Woodward:

NO REPORT

4.b. Havana Business Improvement District

- Chance Horiuchi:

Chance provided a brief update and submitted the same to be included in the minutes.

4.c. Aurora Chamber of Commerce

- Kevin Hougen:

NO REPORT

4.d. Planning Commission

- Melvin Bush:

The Planning Commission approved the increase in the allowable length of multi-family units to 600 ft. verses the previous 250 ft. limit.

4.e. Oil and Gas Committee

- Brad Pierce:

NO REPORT

4.f. Business Advisory Board

See item 3.a.

4.g. Retail

- Bob Oliva:

NO REPORT

4.h. Small Business

- Elena Vasquez:

NO REPORT

4.i. Visit Aurora

- Bruce Dalton

NO REPORT

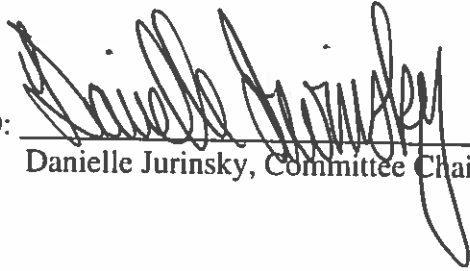
APPROVED

5. CONFIRM NEXT MEETING DATE

Scheduled for July 13, 2022 at 8:30 AM MT.

6. ADJOURNMENT

APPROVED:



Danielle Jurinsky, Committee Chair

ORDINANCE NO. 2023-___

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING THE 2018 COMPREHENSIVE PLAN TO ENLARGE THE PLANNING AND ANNEXATION BOUNDARY LOCATED IN THE NORTHEAST SECTION OF THE CITY AND DESIGNATING A PLACETYPE OF INDUSTRIAL HUB TO THE AREA (NORTHEAST PLANNING AND ANNEXATION BOUNDARY EXPANSION COMPREHENSIVE PLAN AMENDMENT)

WHEREAS, City Code Section 146-5.4.1.A provides for the adoption of a Comprehensive Plan for the orderly development and redevelopment of the City of Aurora, Colorado, and that this plan shall serve to guide the City Council and the Planning and Zoning Commission in their decisions and recommendations in all land use decisions within the city; and

WHEREAS, on October 8th, 2018, the City Council passed Ordinance 2018-37 adopting the 2018 Aurora Comprehensive Plan; and

WHEREAS, the Comprehensive Plan establishes a land use map providing varying placetypes for city design; and

WHEREAS, on February 22, 2023, following a public hearing thereon, the Planning and Zoning Commission voted to recommend approval of an amendment to the Comprehensive Plan which would expand the planning and annexation boundary of the northeast section of the City and to designate the placetype Industry Hub to the area; and

WHEREAS, City Code Section 146-5.4.1.A provides that City Council may amend the Comprehensive Plan by an ordinance approved by a vote of not less than two-thirds of the entire membership of the City Council, if they find that the amendment promotes the long term economic, social, and environmental health of the City, and that it protects the public health, safety and welfare of the citizens of Aurora.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora Comprehensive Plan is hereby amended to expand the planning and annexation boundary of the Northeast section of the City and to designate the placetype of Industry Hub to the newly expanded area.

Section 2. The amendment to the Comprehensive Plan shall be in the form as filed with the Office of the City Clerk and presented to the City Council at tonight's meeting.

Section 3. All ordinances or parts of ordinances of the City Code of the City of Aurora, Colorado, in conflict herewith are expressly repealed.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the Office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2023.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money ^{RLA}

DANIEL L. MONEY, Senior Assistant City Attorney

Working Draft Report

Fiscal Impact Analysis:
Northeast Aurora Annexation

The Economics of Land Use



Prepared for:
City of Aurora

Prepared by:
Economic & Planning Systems, Inc.

EPS #213095

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January 11, 2023

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DRAFT

1. Introduction and Background

Introduction

The City of Aurora is considering a Comprehensive Plan amendment to expand the **City's planning area to include an area for potential annexation in northeast Aurora** show in Figure 1. This Fiscal Impact report was prepared for the City of Aurora by Economic & Planning Systems (EPS) for the proposed Comprehensive Plan amendment needed to enable the City to consider annexation of property in this area.

Fiscal Impact Analysis

A fiscal impact analysis (FIA) is a planning tool that estimates the costs and revenue impacts to the City from new development or changes in land use. The net fiscal impact is calculated as revenues minus costs. Two views of fiscal impact are analyzed in this Report.

The annual ongoing impacts are the net costs and revenues to the City's General Fund, its primary operating fund for most services. Most operating costs are funded through property tax, sales tax, and other minor revenues.

Capital cost impacts are "one time" or "lumpy" costs the City incurs when it constructs infrastructure and facilities needed to serve development. Construction use tax is the City's primary revenue source for capital projects, plus impact fees, grants, and transfers from the General Fund. The City does not levy impact fees on non-residential development, and this area would allow almost entirely non-residential development so no impact fee revenue can be expected from future annexations in the Study Area.

This analysis looks at the Study Area at buildout with full stabilized occupancy. **A City's fiscal view of development is long term after a project has been completed, as it will exist for many years. This can differ from the private sector developer's view which is more focused on cash flow during the development cycle – being able to fund infrastructure and development costs with sale and lease revenues.**

The analysis does not attempt to estimate absorption (the rate of development) as the timing is uncertain given the lack of infrastructure in place currently.

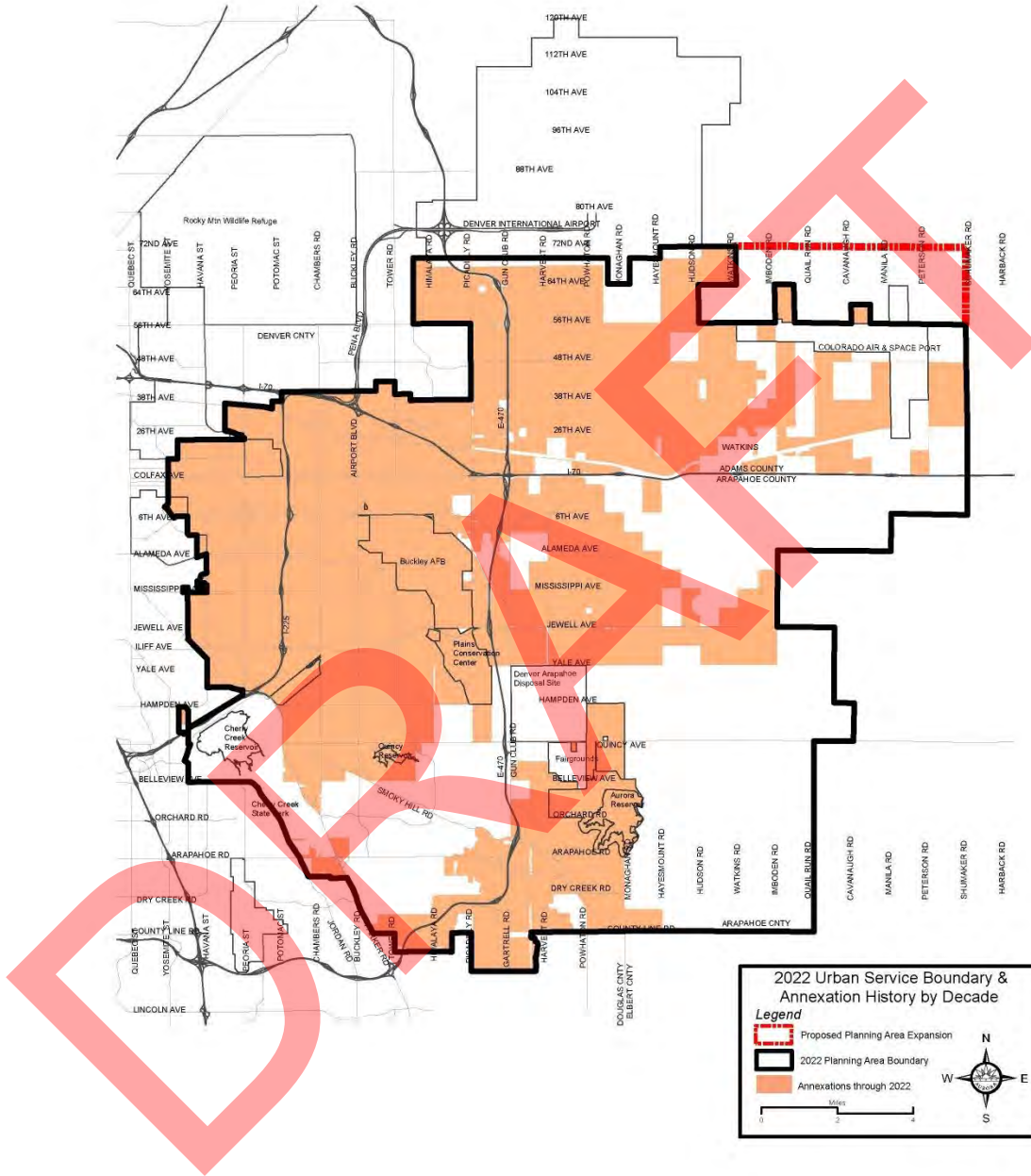
Report Contents

This Report is divided into five chapters outlined below.

1. Introduction and Background. Describes the Study Area and proposed land use designations for the Study Area.
2. Land Use Assumptions. Documents the future land use and development (building types) that may result from annexation and development under the **City's** land use jurisdiction.
3. Department Case Studies. Provides annual operating and capital cost estimates for the major cost drivers in land development: Police, Fire, Parks, Public Works, and Water and Wastewater.
4. Other General Fund Impacts. Summarizes the cost and revenue impacts from other more minor sources and City functions.
5. Summary of Fiscal Impacts. Summarizes the analysis of revenues and costs for annual ongoing and capital cost impacts.

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Figure 1. Proposed Annexation Study Area



Future Land Use Context

For land to be considered for annexation, it needs to be within the City's planning boundary defined by its Comprehensive Plan. The Comprehensive Plan defines future land use categories that guide future zoning classifications that would apply to land annexed into the City.

Aurora Places

Aurora Places is the City's adopted Comprehensive Plan. Aurora Places defines surrounding areas in Northeast Aurora as "Industry Hub". Aurora Places describes the Industry Hub place type as follows:

"The Industry Hub includes areas typically dedicated to manufacturing, warehousing, distribution, fulfillment centers, freight operations and renewable energy enterprises. This place type plays an important role in the city's employment base and economy but can sometimes create outdoor activity and should be appropriately buffered from residential and commercial areas...

Large-scale alternative energy facilities are another use that may fit this place type. Uses permitted only in Industry Hubs are manufacturing plants, factories, large open-air operations, and heavy-equipment storage."

The Study Area is affected by Denver International Airport (DEN) flight paths. Residential development is therefore not expected to be allowed in the Study Area.

Colorado Air and Space Port (CASP) Subarea Plan

The CASP Subarea Plan is a plan adopted by Adams County, identifying future land use and economic development goals around the CASP. This subarea plan identifies most of the study area as Industry Hub and Aerospace and Innovation land uses.

Industry hub:

"[I]ndustry hub character areas...provide opportunities for higher intensity employment in places that do not conflict with surrounding existing or future residential neighborhoods. Industry hub character areas allow the most intense industrial development within the subarea. They can also provide the density and variety of employment opportunities, along with corresponding municipal tax revenue, to support the vision for the subarea as a hub for employment and innovation within the region."

Aerospace and Innovation:

"The vision of the aerospace and innovation character areas is to capitalize on the subarea's relationship to CASP and promote a mix of uses to support the future growth in facilities operations, including aerospace-related manufacturing, research and development, office, supporting retail, and limited CASP-related hospitality."

The CASP subarea plan identifies future land uses that are similar to and **compatible with the City's designations in Aurora Places.** Again, no residential development is anticipated to be allowed.

Figure 2. Aurora Places Comprehensive Plan Place Type Map

PLACETYPE PLAN

There are 10 placetypes throughout the city that address common land uses, including residential, commercial, open space, and community facilities. This placetype map is intended to depict general locations of each placetype and not necessarily the land-use designation of specific parcels. Information is available in the Planning and Development Services Department concerning how placetypes might best correspond to individual districts in the Zoning Code.

Areas designated as Special Use possess a unique land use or mix of uses, function, design or character. A significant change of land use or annexation into the city of these properties may necessitate amendment of the comprehensive plan.

PLACETYPES

- Urban District
- Innovation District
- Industry Hub
- Buckley Air Force Base
- Urban Green Space
- City Corridor
- Established Neighborhood
- Emerging Neighborhood
- Original Aurora
- Commercial Hub
- Special Use
- State Land Boundary

This map identifies placetype designations for all areas within the city of Aurora's adopted planning and annexation boundaries.

Placetype designations for areas outside of the city limits are for long-range planning purposes only. These properties are subject to rules and regulations of their appropriate jurisdiction(s). The city of Aurora does not enforce zoning, subdivision or development standards in unincorporated areas.

AURORA PLACES planning tomorrow's city

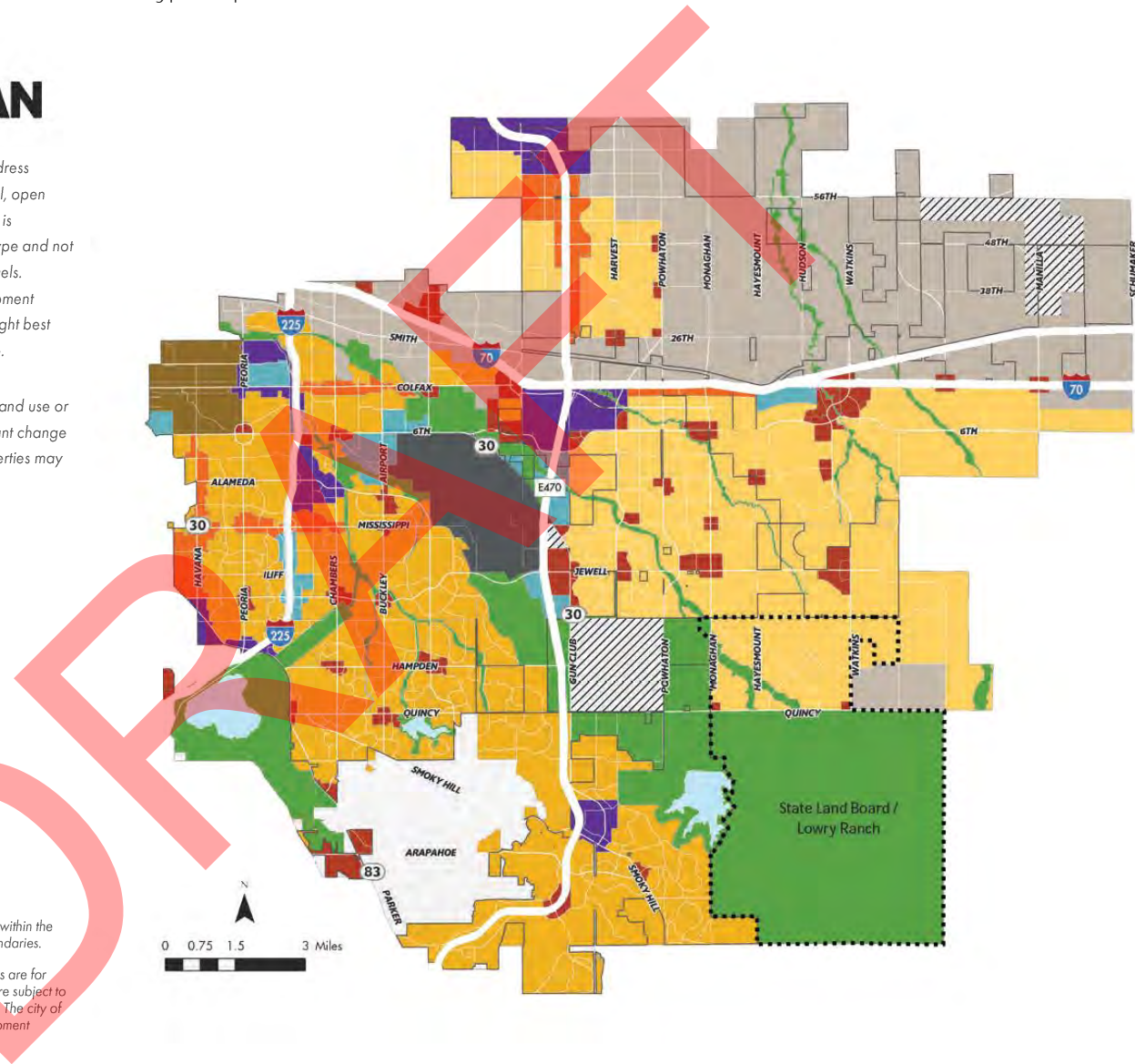
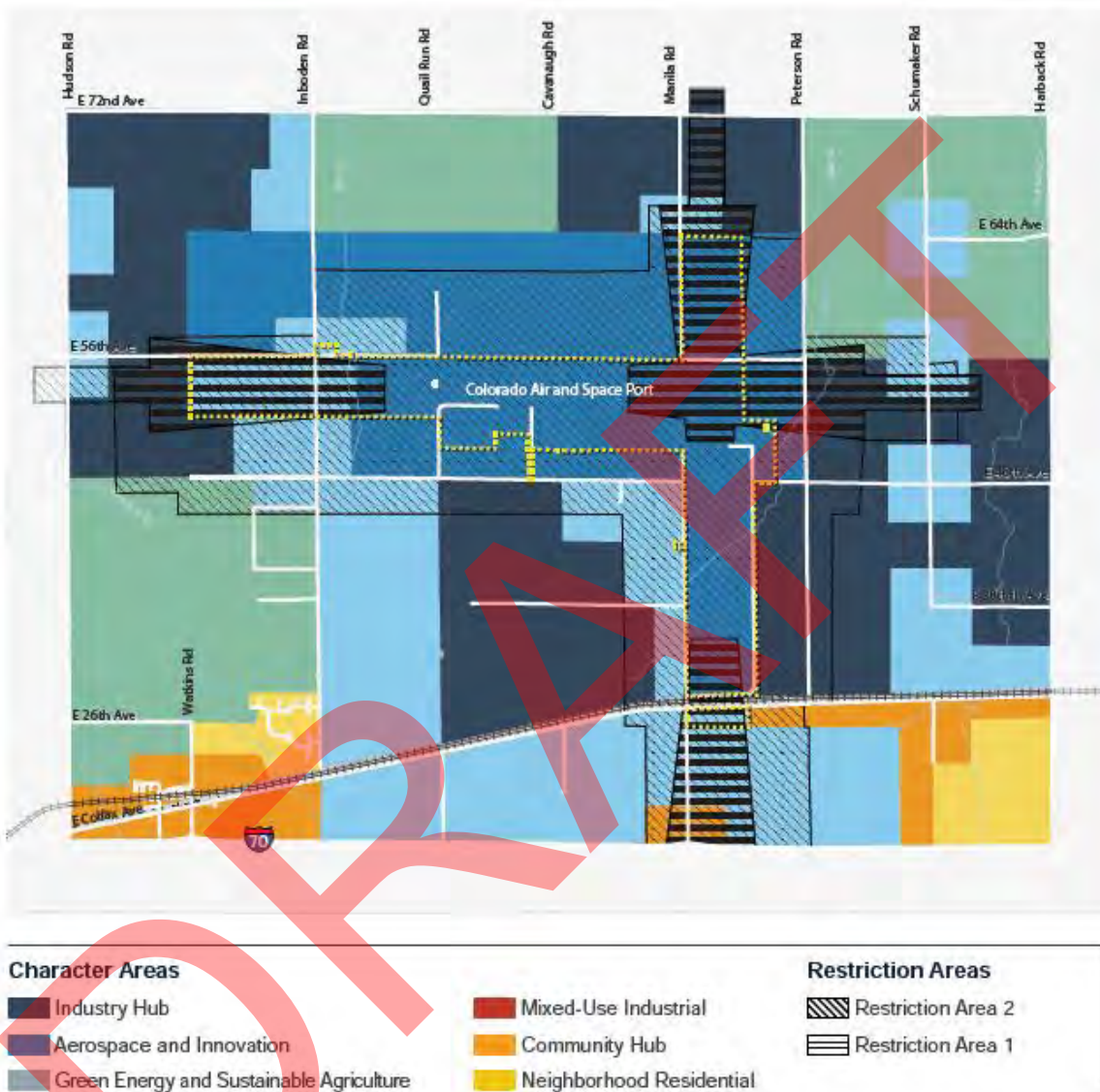


Figure 3. Colorado Air and Space Port Subarea Plan Future Land Use Map



2. Land Use Assumptions

This Chapter describes the future development estimates and assumptions developed for the FIA. City staff and EPS reviewed the land use designations in Aurora Places and the CASP Subarea Plan, and City of Aurora zoning classifications to determine the types of development and buildings likely to occur if land in the study area is annexed and developed.

Development Assumptions

Five major land use designations were defined for the Study area. Each land use type would likely allow a range of non-residential land uses. Therefore, EPS and City staff needed to develop estimates of the mix of land uses in each type, and to show the differentiation within each designation based on likely allowable uses and their locational factors. The land use mix and density assumptions are summarized in Table 1 with highlights below. The locations of the subareas identified in Figure 4 also influenced the determination of the potential land use mix.

- **Aerospace and Innovation** – This land use type has the highest concentration of R&D and flex industrial space at 50 percent. Flex industrial space often has a higher proportion of higher quality finished space for office or showroom purposes than a pure warehouse, but still has warehouse or manufacturing space in the balance of the building.
- **Green Energy and Sustainable Agriculture** – This is the least intensively developed category with 80 percent of the land in agriculture and or renewable energy.
- **Industry Hub** – Warehousing and distribution uses are the most prevalent here with 80 percent of the land area. Industrial including manufacturing makes up about 15 percent of the land area.
- **Mixed-Use Industrial** – This category has the widest range of land uses including R&D/flex (28.0%), warehousing and distribution (40.0%), industrial (25.5%), plus office and retail/service space.

Development Totals by Type

After applying the estimates for land use densities and the mix of uses, the Study Area is estimated to have capacity for 33.3 million square feet of building area (Table 2). This is comprised of:

- 2.3 million square feet of office (6.9%)
- 9.9 million square feet of R&D/flex space (29.6%)
- 14.5 million square feet of warehouse/distribution space (43.4%)
- 6.3 million square feet of industrial space (18.9%)
- 402,000 square feet of retail/service space (1.2%).

Figure 4. Study Area Subareas and Land Use Designations

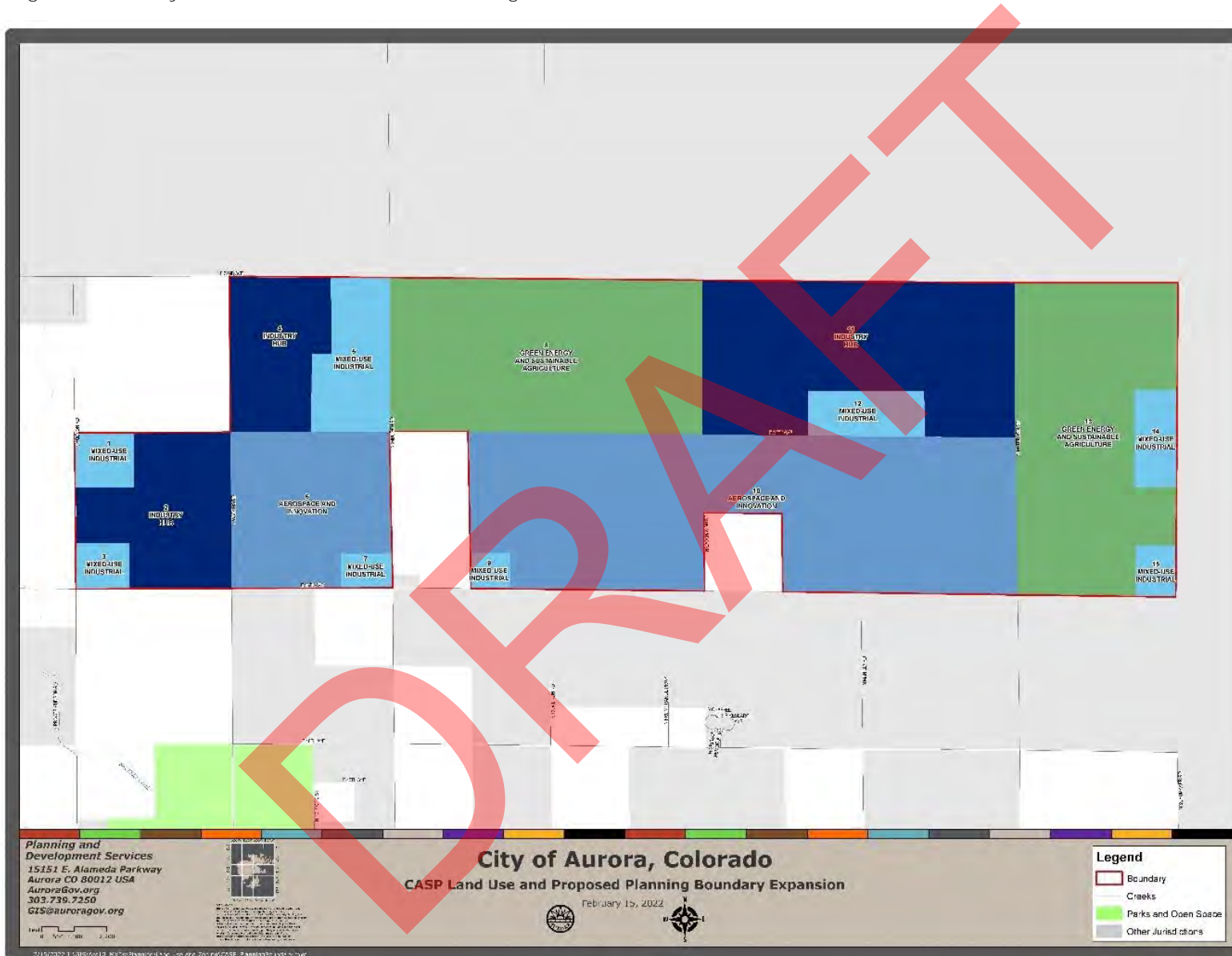


Table 1. Building Development Land Use Assumptions by Place Type

Place Type	Office	R&D/Flex	Warehouse/ Storage	Industrial	Retail/ Service	Green Energy/ Agriculture	Total
Land Use Mix							
Aerospace and Innovation	5.00%	50.00%	19.00%	25.00%	1.00%	0.00%	100.00%
Green Energy and Sustainable Agriculture	0.00%	10.00%	10.00%	0.00%	0.00%	80.00%	100.00%
Industry Hub	5.00%	0.00%	80.00%	14.50%	0.50%	0.00%	100.00%
Mixed-Use Industrial	5.00%	28.00%	40.00%	25.50%	1.50%	0.00%	100.00%
Net FAR							
Aerospace and Innovation	0.30	0.20	0.20	0.20	0.30	---	
Green Energy and Sustainable Agriculture	0.30	0.20	0.20	0.20	0.30	---	
Industry Hub	0.30	0.20	0.20	0.20	0.30	---	
Mixed-Use Industrial	0.30	0.20	0.20	0.20	0.30	---	
Net to Gross Factor							
Aerospace and Innovation	35%	35%	35%	35%	35%	---	
Green Energy and Sustainable Agriculture	35%	35%	35%	35%	35%	---	
Industry Hub	35%	35%	35%	35%	35%	---	
Mixed-Use Industrial	35%	35%	35%	35%	35%	---	
Gross FAR							
Aerospace and Innovation	0.20	0.13	0.13	0.13	0.20	---	
Green Energy and Sustainable Agriculture	0.20	0.13	0.13	0.13	0.20	---	
Industry Hub	0.20	0.13	0.13	0.13	0.20	---	
Mixed-Use Industrial	0.20	0.13	0.13	0.13	0.20	---	

Source: Economic & Planning Systems

Table 2. Estimated Development Capacity by Place Type

Area	Future Land Use	Acres	Office Office	R&D/Flex R&D	Warehouse/ Storage Warehouse	Industrial Industrial	Retail/ Service Retail	Green Energy/ Agriculture	Total Bldg. Sq. Ft.
1	Mixed-Use Industrial	37.5	16,000	59,000	85,000	54,000	5,000	---	219,000
2	Industry Hub	438.6	191,000	0	1,987,000	360,000	19,000	---	2,557,000
3	Mixed-Use Industrial	15.8	7,000	25,000	36,000	23,000	2,000	---	93,000
4	Industry Hub	370.6	161,000	0	1,679,000	304,000	16,000	---	2,160,000
5	Mixed-Use Industrial	279.1	122,000	443,000	632,000	403,000	36,000	---	1,636,000
6	Aerospace and Innovation	609.7	266,000	1,726,000	656,000	863,000	53,000	---	3,564,000
7	Mixed-Use Industrial	46.7	20,000	74,000	106,000	67,000	6,000	---	273,000
8	Green Energy and Sustainable Agriculture	1,127.5	0	638,000	638,000	0	0	---	1,276,000
9	Mixed-Use Industrial	37.2	16,000	59,000	84,000	54,000	5,000	---	218,000
10	Aerospace and Innovation	2,050.2	893,000	5,805,000	2,206,000	2,902,000	179,000	---	11,985,000
11	Industry Hub	1,132.6	493,000	0	5,131,000	930,000	49,000	---	6,603,000
12	Mixed-Use Industrial	138.3	60,000	219,000	313,000	200,000	18,000	---	810,000
13	Green Energy and Sustainable Agriculture	1,160.6	0	657,000	657,000	0	0	---	1,314,000
14	Mixed-Use Industrial	109.2	48,000	173,000	247,000	158,000	14,000	---	640,000
15	Mixed-Use Industrial	54.1	0	0	0	0	0	---	0
	Total	7,607.7	2,293,000	9,878,000	14,457,000	6,318,000	402,000	0	33,348,000
	Floodplain	281.8							
	Total Area	7,889.4	6.9%	29.6%	43.4%	18.9%	1.2%	0.0%	100.0%
Annual Development, 20 Year Planning Period									1,667,000

Source: Economic & Planning Systems

Jobs and Service Population

Land development will support employment growth in the study area. To estimate the direct impacts of jobs, employment generation rates were estimated for each major building type. For example, warehousing space has an average of 1 employee per 2,500 square feet so the nearly 2.0 million square feet of warehousing space in Area 2 would contain just under 800 jobs (Table 3). In total, the Study Area could contain an estimated 40,880 jobs at buildout.

For the FIA, the jobs need to be converted to an equivalent population or “service population” as the City’s cost of services increases with its service population. The City’s service population is comprised of its resident population plus workers that commute into the City. In-commuting workers are weighted at 50 percent of a resident since they are only in the City and using City services mostly during working hours.

Employment data from the Census Bureau’s and BLS’ LEHD On the Map application indicates that about 25 percent of the workers in production and service industries commute into Aurora. The remaining 75 percent of these employees are therefore already City residents or accounted for in the indirect impacts of other new residential development that may be built as jobs grow. The total direct jobs (40,880) are multiplied by 25 percent in-commuters and then by 50 percent which results in a new service population of 4,875.

Table 3. Job and Service Population Generation

Area	Type	Development	Square Feet	Direct Jobs	Mult. Job Hldg.	In-Comm.	Imp. Adj.	Service Population
		total	per employee	per employee	% total	% total	% total	
Area 1	Mixed-Use Industrial			279.2				33.3
Area 1	Office	16,000 sf	275	58.2	4.6%	25.0%	50.0%	6.9
Area 1	R&D/Flex	59,000 sf	500	118.0	4.6%	25.0%	50.0%	14.1
Area 1	Warehouse/Storage	85,000 sf	2,500	34.0	4.6%	25.0%	50.0%	4.1
Area 1	Industrial	54,000 sf	1,000	54.0	4.6%	25.0%	50.0%	6.4
Area 1	Retail/Service	5,000 sf	333	15.0	4.6%	25.0%	50.0%	1.8
Area 2	Industry Hub			1,906.4				227.3
Area 2	Office	191,000 sf	275	694.5	4.6%	25.0%	50.0%	82.8
Area 2	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 2	Warehouse/Storage	1,987,000 sf	2,500	794.8	4.6%	25.0%	50.0%	94.8
Area 2	Industrial	360,000 sf	1,000	360.0	4.6%	25.0%	50.0%	42.9
Area 2	Retail/Service	19,000 sf	333	57.1	4.6%	25.0%	50.0%	6.8
Area 3	Mixed-Use Industrial			118.9				14.2
Area 3	Office	7,000 sf	275	25.5	4.6%	25.0%	50.0%	3.0
Area 3	R&D/Flex	25,000 sf	500	50.0	4.6%	25.0%	50.0%	6.0
Area 3	Warehouse/Storage	36,000 sf	2,500	14.4	4.6%	25.0%	50.0%	1.7
Area 3	Industrial	23,000 sf	1,000	23.0	4.6%	25.0%	50.0%	2.7
Area 3	Retail/Service	2,000 sf	333	6.0	4.6%	25.0%	50.0%	0.7
Area 4	Industry Hub			1,609.1				191.9
Area 4	Office	161,000 sf	275	585.5	4.6%	25.0%	50.0%	69.8
Area 4	R&D/Flex	0 sf	500	-	4.6%	25.0%	50.0%	-
Area 4	Warehouse/Storage	1,679,000 sf	2,500	671.6	4.6%	25.0%	50.0%	80.1
Area 4	Industrial	304,000 sf	1,000	304.0	4.6%	25.0%	50.0%	36.3
Area 4	Retail/Service	16,000 sf	333	48.0	4.6%	25.0%	50.0%	5.7
Area 5	Mixed-Use Industrial			2,093.5				249.7
Area 5	Office	122,000 sf	275	443.6	4.6%	25.0%	50.0%	52.9
Area 5	R&D/Flex	443,000 sf	500	886.0	4.6%	25.0%	50.0%	105.7
Area 5	Warehouse/Storage	632,000 sf	2,500	252.8	4.6%	25.0%	50.0%	30.1
Area 5	Industrial	403,000 sf	1,000	403.0	4.6%	25.0%	50.0%	48.1
Area 5	Retail/Service	36,000 sf	333	108.1	4.6%	25.0%	50.0%	12.9
Area 6	Aerospace and Innovation			5,572.6				664.5
Area 6	Office	266,000 sf	275	967.3	4.6%	25.0%	50.0%	115.3
Area 6	R&D/Flex	1,726,000 sf	500	3,452.0	4.6%	25.0%	50.0%	411.7
Area 6	Warehouse/Storage	656,000 sf	5,000	131.2	4.6%	25.0%	50.0%	15.6
Area 6	Industrial	863,000 sf	1,000	863.0	4.6%	25.0%	50.0%	102.9
Area 6	Retail/Service	53,000 sf	333	159.2	4.6%	25.0%	50.0%	19.0
Area 7	Mixed-Use Industrial			348.1				41.5
Area 7	Office	20,000 sf	275	72.7	4.6%	25.0%	50.0%	8.7
Area 7	R&D/Flex	74,000 sf	500	148.0	4.6%	25.0%	50.0%	17.6
Area 7	Warehouse/Storage	106,000 sf	2,500	42.4	4.6%	25.0%	50.0%	5.1
Area 7	Industrial	67,000 sf	1,000	67.0	4.6%	25.0%	50.0%	8.0
Area 7	Retail/Service	6,000 sf	333	18.0	4.6%	25.0%	50.0%	2.1

Source: Economic & Planning Systems

Area	Type	Development		Square Feet per employee	Direct Jobs per employee	Mult. Job Hldg. % total	In-Comm. % total	Imp. Adj. % total	Service Population
		total							
Area 8	Green Energy and Sustainable Agriculture				1,531.2				182.6
Area 8	Office	0 sf		275	-	4.6%	25.0%	50.0%	-
Area 8	R&D/Flex	638,000 sf		500	1,276.0	4.6%	25.0%	50.0%	152.2
Area 8	Warehouse/Storage	638,000 sf		2,500	255.2	4.6%	25.0%	50.0%	30.4
Area 8	Industrial	0 sf		1,000	-	4.6%	25.0%	50.0%	-
Area 8	Retail/Service	0 sf		333	-	4.6%	25.0%	50.0%	-
Area 9	Mixed-Use Industrial				329.2				39.3
Area 9	Office	16,000 sf		275	58.2	4.6%	25.0%	50.0%	6.9
Area 9	R&D/Flex	59,000 sf		500	118.0	4.6%	25.0%	50.0%	14.1
Area 9	Warehouse/Storage	84,000 sf		1,000	84.0	4.6%	25.0%	50.0%	10.0
Area 9	Industrial	54,000 sf		1,000	54.0	4.6%	25.0%	50.0%	6.4
Area 9	Retail/Service	5,000 sf		333	15.0	4.6%	25.0%	50.0%	1.8
Area 10	Aerospace and Innovation				18,738.0				2,234.5
Area 10	Office	893,000 sf		275	3,247.3	4.6%	25.0%	50.0%	387.2
Area 10	R&D/Flex	5,805,000 sf		500	11,610.0	4.6%	25.0%	50.0%	1,384.5
Area 10	Warehouse/Storage	2,206,000 sf		5,000	441.2	4.6%	25.0%	50.0%	52.6
Area 10	Industrial	2,902,000 sf		1,000	2,902.0	4.6%	25.0%	50.0%	346.1
Area 10	Retail/Service	179,000 sf		333	537.5	4.6%	25.0%	50.0%	64.1
Area 11	Industry Hub				4,922.3				587.0
Area 11	Office	493,000 sf		275	1,792.7	4.6%	25.0%	50.0%	213.8
Area 11	R&D/Flex	0 sf		500	-	4.6%	25.0%	50.0%	-
Area 11	Warehouse/Storage	5,131,000 sf		2,500	2,052.4	4.6%	25.0%	50.0%	244.7
Area 11	Industrial	930,000 sf		1,000	930.0	4.6%	25.0%	50.0%	110.9
Area 11	Retail/Service	49,000 sf		333	147.1	4.6%	25.0%	50.0%	17.5
Area 12	Mixed-Use Industrial				1,035.4				123.5
Area 12	Office	60,000 sf		275	218.2	4.6%	25.0%	50.0%	26.0
Area 12	R&D/Flex	219,000 sf		500	438.0	4.6%	25.0%	50.0%	52.2
Area 12	Warehouse/Storage	313,000 sf		2,500	125.2	4.6%	25.0%	50.0%	14.9
Area 12	Industrial	200,000 sf		1,000	200.0	4.6%	25.0%	50.0%	23.9
Area 12	Retail/Service	18,000 sf		333	54.1	4.6%	25.0%	50.0%	6.4
Area 13	Green Energy and Sustainable Agriculture				1,576.8				188.0
Area 13	Office	0 sf		275	-	4.6%	25.0%	50.0%	-
Area 13	R&D/Flex	657,000 sf		500	1,314.0	4.6%	25.0%	50.0%	156.7
Area 13	Warehouse/Storage	657,000 sf		2,500	262.8	4.6%	25.0%	50.0%	31.3
Area 13	Industrial	0 sf		1,000	-	4.6%	25.0%	50.0%	-
Area 13	Retail/Service	0 sf		333	-	4.6%	25.0%	50.0%	-
Area 14	Mixed-Use Industrial				819.4				97.7
Area 14	Office	48,000 sf		275	174.5	4.6%	25.0%	50.0%	20.8
Area 14	R&D/Flex	173,000 sf		500	346.0	4.6%	25.0%	50.0%	41.3
Area 14	Warehouse/Storage	247,000 sf		2,500	98.8	4.6%	25.0%	50.0%	11.8
Area 14	Industrial	158,000 sf		1,000	158.0	4.6%	25.0%	50.0%	18.8
Area 14	Retail/Service	14,000 sf		333	42.0	4.6%	25.0%	50.0%	5.0
Area 15	Mixed-Use Industrial				-				-
Area 15	Office	0 sf		275	-	4.6%	25.0%	50.0%	-
Area 15	R&D/Flex	0 sf		500	-	4.6%	25.0%	50.0%	-
Area 15	Warehouse/Storage	0 sf		2,500	-	4.6%	25.0%	50.0%	-
Area 15	Industrial	0 sf		1,000	-	4.6%	25.0%	50.0%	-
Area 15	Retail/Service	0 sf		333	-	4.6%	25.0%	50.0%	-
TOTAL		33,348,000	sf		40,880.2				4,875.0

Source: Economic & Planning Systems

3. Development Revenues

This Chapter shows the analysis that estimates the revenues resulting directly from new land development. It is divided into two sections covering annual ongoing revenues (property and sales tax) and one-time revenues (construction use tax).

Annual Ongoing Revenues

The ongoing tax revenues are estimated using per-square foot factors summarized in Table 4. The total value is the value of the vertical real estate and improved land, on which real property tax is calculated. Construction use tax is calculated on 50 percent of the total value minus land value, at 10 percent of the total value. Some of the retail/service space will generate sales tax. We have estimated sales per square foot at \$300, with 50 percent of the space producing taxable sales.

Table 4. Development Value Factors

Building Type	Land Value % of Total	Building Value	TOTAL VALUE	Materials Cost (50%)	Personal Property Value	Retail Sales	Taxable Sales
Office	10.0%	\$148.50	\$165.00	\$74.25	\$15.00	\$0	
R&D/Flex		\$148.50	\$165.00	\$74.25	\$25.00	\$0	
Warehouse/Storage		\$59.40	\$66.00	\$29.70	\$15.00	\$0	
Industrial		\$89.10	\$99.00	\$44.55	\$75.00	\$0	
Retail/Service		\$198.00	\$220.00	\$99.00	\$25.00	\$300	50%
Area 6 Warehouse and Storage	10.0%	\$59.40	\$66.00	\$29.70	\$100.00		
Area 10 Warehouse and Storage	10.0%	\$59.40	\$66.00	\$29.70	\$100.00		

Source: Economic & Planning Systems

Next, the City's tax rates are applied. The property tax mill levy in Aurora is \$8.605 per \$1,000 of assessed value (Table 5). Assessed value for non-residential property is calculated as 29 percent of market value (statutory actual value) in accordance with Colorado law and the Gallagher Amendment. The sales and use tax rate in Aurora is 3.75 percent.

Table 5. Tax Rates

Area	Amount
Property Tax Inputs	
General Fund	
City of Aurora Mill Levy (2022)	8.6050 per \$1000
Residential Assessment Rate	7.15% of actual value
Commercial Assessment Rate	29.00% of actual value
Sales and Use Tax Inputs	
General Fund	
Sales and Use Tax Rate	3.75% rate

Source: City of Colorado Springs; Economic & Planning Systems

The total annual tax revenues at buildout from development are summarized in Table 6 and total \$14.5 million. Most revenue comes from real and personal property tax at \$12.2 million. Sales tax is estimated at 2.3 million per year. Detailed revenue calculations are shown in Appendix Table 21.

Table 6. Summary of Tax Revenues

Area	Total Sq. Ft.	Total Market Value	Total Assessed Value	Property Tax	Personal Property Tax	Sales Tax	Total Revenues
Area 1	219,000	\$24,431,000	\$7,084,990	\$60,966	\$17,880	\$28,125	\$106,971
Area 2	2,557,000	\$202,477,000	\$58,718,330	\$505,271	\$150,089	\$106,875	\$762,235
Area 3	93,000	\$10,373,000	\$3,008,170	\$25,885	\$7,599	\$11,250	\$44,734
Area 4	2,160,000	\$170,995,000	\$49,588,550	\$426,709	\$126,769	\$90,000	\$643,478
Area 5	1,636,000	\$182,754,000	\$52,998,660	\$456,053	\$133,532	\$202,500	\$792,085
Area 6	3,564,000	\$469,073,000	\$136,031,170	\$1,170,548	\$446,162	\$298,125	\$1,914,835
Area 7	273,000	\$30,459,000	\$8,833,110	\$76,009	\$22,247	\$33,750	\$132,006
Area 8	1,276,000	\$147,378,000	\$42,739,620	\$367,774	\$63,684	\$0	\$431,458
Area 9	218,000	\$24,365,000	\$7,065,850	\$60,802	\$17,842	\$28,125	\$106,769
Area 10	11,985,000	\$1,577,444,000	\$457,458,760	\$3,936,433	\$1,500,377	\$1,006,875	\$6,443,684
Area 11	6,603,000	\$522,841,000	\$151,623,890	\$1,304,724	\$387,631	\$275,625	\$1,967,979
Area 12	810,000	\$90,453,000	\$26,231,370	\$225,721	\$66,179	\$101,250	\$393,150
Area 13	1,314,000	\$151,767,000	\$44,012,430	\$378,727	\$65,580	\$0	\$444,307
Area 14	640,000	\$71,489,000	\$20,731,810	\$178,397	\$52,280	\$78,750	\$309,427
Area 15	0	\$0	\$0	\$0	\$0	\$0	\$0
Totals	33,348,000	\$3,676,299,000	\$1,066,126,710	\$9,174,020	\$3,057,850	\$2,261,250	\$14,493,120

Source: Economic & Planning Systems

One-Time Development Revenues

The only one-time development revenues included in this analysis are construction use tax. The City does not collect impact fees on nonresidential development. Building permit fees are not included because they are a cost recovery fee: the fees are used to pay for services like inspections and plan reviews.

The total construction use tax revenue is estimated at \$62.0 million after full buildout (Table 7). Assuming a 20-year absorption period, this equates to \$3.1 million per year.

Table 7. Construction Use Tax Revenues

Area	Total Sq. Ft.	Materials Cost	Use Tax	Annual Over 20 Years
Area 1	219,000	\$10,993,950	\$412,273	\$20,614
Area 2	2,557,000	\$91,114,650	\$3,416,799	\$170,840
Area 3	93,000	\$4,667,850	\$175,044	\$8,752
Area 4	2,160,000	\$76,947,750	\$2,885,541	\$144,277
Area 5	1,636,000	\$82,239,300	\$3,083,974	\$154,199
Area 6	3,564,000	\$211,082,850	\$7,915,607	\$395,780
Area 7	273,000	\$13,706,550	\$513,996	\$25,700
Area 8	1,276,000	\$66,320,100	\$2,487,004	\$124,350
Area 9	218,000	\$10,964,250	\$411,159	\$20,558
Area 10	11,985,000	\$709,849,800	\$26,619,368	\$1,330,968
Area 11	6,603,000	\$235,278,450	\$8,822,942	\$441,147
Area 12	810,000	\$40,703,850	\$1,526,394	\$76,320
Area 13	1,314,000	\$68,295,150	\$2,561,068	\$128,053
Area 14	640,000	\$32,170,050	\$1,206,377	\$60,319
Area 15	0	\$0	\$0	\$0
Totals	33,348,000	\$1,654,334,550	\$62,037,546	\$3,101,877

Source: Economic & Planning Systems

4. Department Case Studies

This Chapter presents the detailed ongoing services costs and capital facilities costs for Aurora Fire Department (AFD), Aurora Police Department (APD), Public Works (roads), Parks, and Water and Wastewater.

Fire

To maintain fire response times in the Study Area, AFD will need to construct, staff, and equip a new station. To provide 24-hour coverage, the station will require 56 staff positions at an annual cost of \$7.8 million per year (Table 8). The station building will cost an estimated \$16.0 million, plus an additional \$4.3 million in equipment and apparatus costs for a total of \$20.3 million in capital costs.

Table 8. Fire Department Ongoing and Capital Costs

Staff and Equipment	Factors			Engine 1	Engine 2	Ladder 1	BC	Total
PERSONNEL								
Staff								
Firefighter I - 24HR				11	11	11	2	35
Engineer - 24HR				3	3	3	0	9
Fire Lieutenant - 24HR				3	3	0	0	6
Fire Captain - 24HR				0	0	3	0	3
Battalion Chief - 24HR				0	0	0	3	3
Total				17	17	17	5	56
Personnel Costs								
	<u>Salary</u>	<u>Benefits</u>	<u>Total</u>					
Firefighter I - 24HR	\$94,489	40.0%	\$132,247	\$1,454,717	\$1,454,717	\$1,454,717	\$264,494	\$4,628,645
Engineer - 24HR	\$103,938	31.1%	\$136,258	408,775	408,775	408,775	0	1,226,324
Fire Lieutenant - 24HR	\$111,497	30.2%	\$145,136	435,409	435,409	0	0	870,817
Fire Captain - 24HR	\$127,664	28.1%	\$163,486	0	0	490,458	0	490,458
Battalion Chief - 24HR	\$154,475	24.1%	\$191,752	0	0	0	575,256	575,256
Total				\$2,298,900	\$2,298,900	\$2,353,950	\$839,750	\$7,791,501
CAPITAL COSTS								
Appratus Purchase				\$684,727	\$684,727	\$1,110,450	\$260,000	\$2,739,904
Appratus Equipment				\$155,400	\$15,540	\$183,150	\$40,000	394,090
FF Equipment				\$351,900	\$351,900	\$351,900	\$103,500	1,159,200
Station Building				---	---	---	---	16,000,000
Total				\$1,192,027	\$1,052,167	\$1,645,500	\$403,500	\$20,293,194

Source: Economic & Planning Systems

Police

APD estimates that two officers would need to be dedicated to this area to provide response time. The annual staffing cost is estimated at \$182,000 (Table 9). The capital cost for two patrol vehicles is approximately \$150,000.

Police staff levels are based on a policy standard of 2.0 officers per 1,000 population. Since this project does not generate residential population, it would not necessarily trigger a population increase that contributes to the 2.0 per 1,000 standard. The cost of two officers is however included here to account for the need to maintain response time and geographic coverage.

Table 9. Police Ongoing and Capital Costs

Description	Costs
Personnel Costs	
Patrol Officers	2
Avg. Salary	\$70,000
Benefits	30%
Total Personnel Cost	\$182,000
Capital Costs	
Patrol Vehicles	2
Cost per Vehicle	\$75,000
Total	\$150,000

Source: Economic & Planning Systems

Roads

A conceptual major roadway network is shown in Figure 5. The City's annexation and development policies require the developer/landowner to construct all roadways interior to their project and half of the perimeter roads. Depending on the circumstances at the time, the City may be responsible for the second half of the perimeter roads. Sometimes adjacent landowners/developers share in the perimeter road costs. Adams County may also partner to construct some perimeter roadways as they would serve the County as well, but it is too early to speculate on these possibilities.

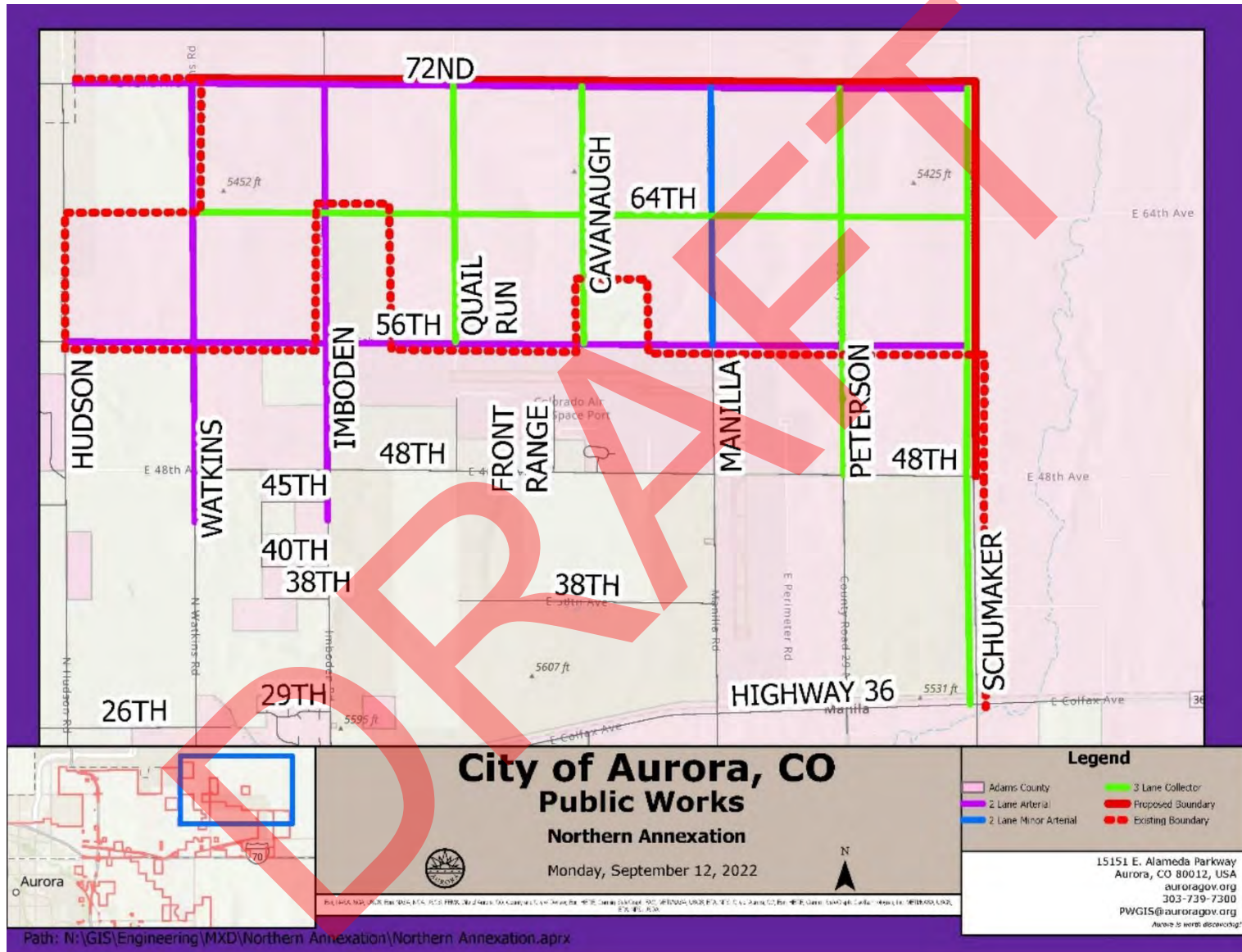
The analysis assumes that the City would be responsible for half of 72nd and 56th (East-West) and half of Schumaker (North-South). The total City cost is estimated at \$157.3 million, or \$7.9 million per year over 20 years (Table 10).

Table 10. Estimated Road Capital Costs, City Portion

Arterial Perimeter Road	Length (mi.)	Potential City Share	Cost per Mile	Total City Cost	Over 20 Years
72nd Avenue	7.0	50%	\$17,000,000	\$59,500,000	\$2,975,000
56th Avenue	7.0	50%	\$17,000,000	\$59,500,000	\$2,975,000
Schumaker	4.5	50%	\$17,000,000	\$38,250,000	\$1,912,500
Total	18.5			\$157,250,000	\$7,862,500

Source: Economic & Planning Systems

Figure 5. Conceptual Major Roadway Map



It is typical practice for a developer to construct roads (and other public infrastructure) and then dedicate them to the City. The City is then responsible for maintaining them. A detailed road layout is not available for all roadway types, so City staff estimated the number of lane miles per acre from case studies of similar industrial development in Northeast Aurora and in nearby Denver along the I-70 and Peña Boulevard areas. It is estimated that a total of 574 lane miles would be dedicated to the City. At a cost of approximately \$9,200 per lane mile the annual maintenance cost would be \$5.3 million (Table 11).

Table 11. Estimated Road Maintenance Costs

Description		Cost Factors	
Roadway Type	<u>Miles</u>	<u>Lanes</u>	<u>Lane Miles</u>
Arterial	38	2	76
Collector	42	3	126
Local	186	2	372
Total	266		574
Road Maintenance Cost per lane mile			\$9,200
Annual Maintenance Cost			\$5,280,800

Source: Economic & Planning Systems

Parks

The Study Area would likely contain a regional trail facility through the drainage and flood plain area. A 6.0-mile trail would cost \$5.3 million to construct and \$81,900 per year to maintain (Table 12).

Table 12. Estimated Parks capital and operating costs

Description	Costs
Miles of Trail	6.0
Capital Cost	
Cost per mile	\$888,000
Total Cost	\$5,328,000
Ongoing Maintenance Cost	
Cost per mile	\$13,650
Annual Maintenance Cost	\$81,900

Source: Economic & Planning Systems

5. Other General Fund Impacts

This chapter summarizes the estimated annual City of Aurora municipal service costs for the Study Area. It combines the case study analysis in Chapter 4 with estimates of other more minor revenues and service costs to estimate a total annual fiscal impact to the General Fund.

Analysis Concepts

General Fund revenues and costs are estimated using the city budget for major departments, and an assessment of relationship between each city service on that department's budget. In this analysis, the impacts to the General Fund, the City's primary operating fund, are estimated. Water and Sanitary Sewer funds are not evaluated as they are enterprise funds in which user fees (utility rates) are set at the cost of providing the service, resulting in a fiscally neutral fund. Over time, rates are adjusted as needed if service costs change.

Modified Average Cost Method

Many of the City's service costs vary according to the overall size and level of activity in the City, comprised of both Aurora residents (who live in housing units) and people who work in Aurora commercial establishments but do not live in Aurora (commuting employees). A factor referred to as "service population" is applied to cost and revenue items that vary with growth. Service population is calculated as the City's population of 398,018 plus one half of the commuting employees. The total commuting employees are discounted by 50 percent as they are generally only present during working hours and generally not for seven days a week. There are an estimated 150,000 people who commute to Aurora for work, and half of this number is 75,000. The total service population for the City of Aurora is therefore estimated at 473,197.

$$\text{Service Population} = \text{Population} + 1/2(\text{Commuting Employees})$$

Estimating revenues and costs using multipliers or factors such as service population, per capita, per housing unit, per acre, etc. is often referred to as the "average cost" method. The average cost method is commonly used as it is the simplest approach and uses generally available data. A common criticism of the average cost method is that it implies that each additional unit of growth has the same impact as the previous unit of growth, or in other words that the marginal cost of city services is equivalent to the average cost.

This analysis uses a modified average cost method. To recognize that many city functions still experience some economies of scale, adjustments are made to account for higher levels of fixed costs and/or a less direct relation to growth.

- Most direct services are estimated with 75 percent variable costs and 25 percent fixed costs (e.g., general administration functions and utilities) (Error! Reference source not found.).
- City governance costs (e.g., City Council and other administrative and policy services) are estimated to be 25 percent variable and 75 percent fixed.

Items Not Estimated

Some cost and revenue items are not estimated. These are items that are either minor revenues or expenses, unusual one-time occurrences, fixed or contract costs/revenues, or items that do not have a direct nexus to new growth and development. In addition, services for which a fee is charged, such as building inspection (and building permit fees) are not estimated. They are treated as “cost recovery” items that are fiscally neutral, as the City is setting the fee for the service at the cost of providing the service.

Additionally, the fiscal impact model was constructed to include a pro rata fixed revenue deduction on city expenses. The net total of the revenue sources that were not estimated in a particular fund are deducted proportionally from the expenses in the fund. This approach ensures that the level of expenditures with a nexus to growth are equal to the revenues with a nexus to growth.

General Fund Revenues and Expenses

In this section, the other more minor General Fund revenues and expenses are estimated. The 2022 General Fund budget is \$375.9 million (Table 13). Capital-related use tax is transferred out from the General Fund to the Capital Projects fund, totaling \$29.1 million in 2022. Total revenues that are fixed (not related to development), transferred out, or deducted from the expense side total \$22.6 million. Using the multipliers and nexus factors associated with each budget line item, \$49.36 per service population, and \$0.10 per square foot of commercial space are generated in other minor revenues. There are no housing units in the Study Area land use assumptions.

The 2022 budget has \$434.5 million in expenses, and \$411.9 million after fixed and unrelated revenues are netted out from the expense side (Table 14). After applying the service population and fixed/variable cost adjustments, each unit of service population results in a General Fund expense of \$136.89.

Table 13. General Fund Revenue Estimating Factors

Description	Budget 2022	% of Total Revenue	Deduction	Nexus Factor	Gross Factor	Variability	Net Factor
General Sales Tax	\$234,162,053	62.3%	\$ -	Case Study	\$ -	--	\$ -
Auto Use Tax	24,199,869	6.4%	\$ -	Total Housing Units	\$ 177.04	100.0%	\$ 177.04
Capital-Related Use Tax	29,096,379	7.7%	29,096,379	Not Estimated	\$ -	--	\$ -
Property Tax	45,820,061	12.2%	\$ -	Case Study	\$ -	--	\$ -
Franchise Fees & Taxes	15,147,809	4.0%	\$ -	Peak Person Served (PPS)	\$ 32.01	100.0%	\$ 32.01
Occupational Privilege Tax	5,662,402	1.5%	\$ -	Total Commercial Space	\$ 0.08	100.0%	\$ 0.08
Lodger's Tax	7,998,759	2.1%	7,998,759	Not Estimated	\$ -	---	\$ -
Specific Ownership Tax	3,874,118	1.0%	\$ -	Total Housing Units	\$ 28.34	100.0%	\$ 28.34
Other Taxes	800,963	0.2%	\$ -	Peak Person Served (PPS)	\$ 1.69	100.0%	\$ 1.69
Audit Revenue	4,907,627	1.3%	4,907,627	Not Estimated	\$ -	---	\$ -
General Fund Permits	1,637,408	0.4%	\$ -	Peak Person Served (PPS)	\$ 3.46	100.0%	\$ 3.46
Motor Vehicle Fees	1,176,773	0.3%	\$ -	Total Housing Units	\$ 8.61	100.0%	\$ 8.61
Business Licenses	1,685,359	0.4%	\$ -	Total Commercial Space	\$ 0.02	100.0%	\$ 0.02
Highway Users Taxes & Fees	12,301,052	3.3%	\$ -	Total Housing Units	\$ 89.99	75.0%	\$ 67.49
Cigarette Tax	0	0.0%	\$ -	Not Estimated	\$ -	--	\$ -
County Road & Bridge	2,096,166	0.6%	\$ -	Peak Person Served (PPS)	\$ 4.43	75.0%	\$ 3.32
Other Intergovernmental Revenue	696,235	0.2%	\$ -	Peak Person Served (PPS)	\$ 1.47	25.0%	\$ 0.37
Fines & Forfeitures	4,023,306	1.1%	\$ -	Peak Person Served (PPS)	\$ 8.50	100.0%	\$ 8.50
Internal Charges	11,581,877	3.1%	11,581,877	Not Estimated	\$ -	--	\$ -
External Charges	7,169,532	1.9%	7,169,532	Not Estimated	\$ -	--	\$ -
Interest	1,917,972	0.5%	1,917,972	Not Estimated	\$ -	--	\$ -
Miscellaneous	1,805,225	0.5%	1,805,225	Not Estimated	\$ -	--	\$ -
Transfers In	0	0.0%	\$ -	Not Estimated	\$ -	--	\$ -
Transfers Out	-41,905,686	-11.1%	(41,905,686)	Not Estimated	\$ -	--	\$ -
TOTAL	\$375,855,259	100.0%	\$22,571,685				
Peak Person Served (PPS)							\$ 49.36
Total Housing Units							\$ 281.49
Total Commercial Space							\$ 0.10

Source: City of Aurora; Economic & Planning Systems

Table 14. General Fund Expense Estimating Factors

Department	Budget 2022	% of Total	Fixed Revenue Deduction	Ann. Budget Less Deduction 2022	% of Total	Nexus Factor	Gross Factor	Variability	Net Factor
City Attorney	-\$7,974,613	1.8%	\$414,275	-\$7,560,338	1.8%	Peak Person Served (PPS)	\$ (16.85)	25.0%	\$ (4.21)
City Council	-1,422,800	0.3%	73,913	-1,348,887	0.3%	Peak Person Served (PPS)	\$ (3.01)	25.0%	\$ (0.75)
Civil Service Commission	-1,228,968	0.3%	63,844	-1,165,124	0.3%	Peak Person Served (PPS)	\$ (2.60)	25.0%	\$ (0.65)
Communications	-4,183,873	1.0%	217,349	-3,966,524	1.0%	Peak Person Served (PPS)	\$ (8.84)	25.0%	\$ (2.21)
Court Administration	-11,289,030	2.6%	586,456	-10,702,574	2.6%	Peak Person Served (PPS)	\$ (23.86)	75.0%	\$ (17.89)
Finance	-9,789,993	2.3%	508,582	-9,281,411	2.3%	Peak Person Served (PPS)	\$ (20.69)	25.0%	\$ (5.17)
Fire	-72,329,087	16.6%	3,757,439	-68,571,648	16.6%	Case Study	\$ -	---	\$ -
General Management	-5,797,675	1.3%	301,185	-5,496,490	1.3%	Peak Person Served (PPS)	\$ (12.25)	25.0%	\$ (3.06)
Information Technology	-18,480,575	4.3%	960,051	-17,520,524	4.3%	Peak Person Served (PPS)	\$ (39.05)	25.0%	\$ (9.76)
Internal Services	-11,922,660	2.7%	619,373	-11,303,287	2.7%	Peak Person Served (PPS)	\$ (25.20)	25.0%	\$ (6.30)
Judicial	-3,183,889	0.7%	165,401	-3,018,488	0.7%	Peak Person Served (PPS)	\$ (6.73)	75.0%	\$ (5.05)
Library & Cultural Services	-6,734,923	1.6%	349,874	-6,385,049	1.6%	Peak Person Served (PPS)	\$ (14.23)	75.0%	\$ (10.67)
Housing and Community Services (Neighborhood Services)	-7,118,171	1.6%	369,783	-6,748,388	1.6%	Peak Person Served (PPS)	\$ (15.04)	75.0%	\$ (11.28)
Non-Departmental [1]	-74,938,048	17.2%	3,892,972	-71,045,076	17.2%	Peak Person Served (PPS)	\$ (158.37)	25.0%	\$ (39.59)
Parks, Recreation & Open Space	-17,237,501	4.0%	895,475	-16,342,026	4.0%	Case Study	\$ -	---	\$ -
Planning & Development Services	-3,541,868	0.8%	183,997	-3,357,871	0.8%	Peak Person Served (PPS)	\$ (7.48)	75.0%	\$ (5.61)
Police	-130,265,718	30.0%	6,767,201	-123,498,517	30.0%	Case Study	\$ -	---	\$ -
Public Defender	-1,919,628	0.4%	99,723	-1,819,905	0.4%	Peak Person Served (PPS)	\$ (4.06)	75.0%	\$ (3.04)
Aurora911 (Public Safety Communications Center)	-7,331,734	1.7%	380,878	-6,950,856	1.7%	Peak Person Served (PPS)	\$ (15.49)	75.0%	\$ (11.62)
Public Works	-37,804,505	8.7%	1,963,914	-35,840,591	8.7%	Case Study	\$ -	---	\$ -
TOTAL	-\$434,495,259	100.0%	\$22,571,685	-\$411,923,574	100.0%				
Peak Person Served (PPS)									\$ (136.89)
Total Housing Units									\$ -
Total Commercial Space									\$ -

[1] Transfer to other funds
Source: City of Aurora; Economic & Planning Systems

By applying the development program and service population figures to the budget revenue multipliers, the other General Fund revenues are estimated at \$3.6 million per year (Table 15). Similarly, the development and service population in the Study Area generates a General Fund expense of \$667,000 per year at buildout in other departments not covered in the Case Studies (Table 16).

Table 15. Other General Fund Revenues

Area	Type	Development total	Service Pop. total	Peak Person Served factor	Commercial Space factor	General Revenues
Area 1	Mixed-Use Industrial					\$23,843
Area 1	Office	16,000 sf	6.9	\$ 49.36	\$ 0.10	\$1,964
Area 1	R&D/Flex	59,000 sf	14.1	\$ 49.36	\$ 0.10	\$6,675
Area 1	Warehouse/Storage	85,000 sf	4.1	\$ 49.36	\$ 0.10	\$8,816
Area 1	Industrial	54,000 sf	6.4	\$ 49.36	\$ 0.10	\$5,792
Area 1	Retail/Service	5,000 sf	1.8	\$ 49.36	\$ 0.10	\$595
Area 2	Industry Hub					\$270,417
Area 2	Office	191,000 sf	82.8	\$ 49.36	\$ 0.10	\$23,449
Area 2	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 2	Warehouse/Storage	1,987,000 sf	94.8	\$ 49.36	\$ 0.10	\$206,095
Area 2	Industrial	360,000 sf	42.9	\$ 49.36	\$ 0.10	\$38,611
Area 2	Retail/Service	19,000 sf	6.8	\$ 49.36	\$ 0.10	\$2,262
Area 3	Mixed-Use Industrial					\$10,127
Area 3	Office	7,000 sf	3.0	\$ 49.36	\$ 0.10	\$859
Area 3	R&D/Flex	25,000 sf	6.0	\$ 49.36	\$ 0.10	\$2,828
Area 3	Warehouse/Storage	36,000 sf	1.7	\$ 49.36	\$ 0.10	\$3,734
Area 3	Industrial	23,000 sf	2.7	\$ 49.36	\$ 0.10	\$2,467
Area 3	Retail/Service	2,000 sf	0.7	\$ 49.36	\$ 0.10	\$238
Area 4	Industry Hub					\$228,425
Area 4	Office	161,000 sf	69.8	\$ 49.36	\$ 0.10	\$19,766
Area 4	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 4	Warehouse/Storage	1,679,000 sf	80.1	\$ 49.36	\$ 0.10	\$174,149
Area 4	Industrial	304,000 sf	36.3	\$ 49.36	\$ 0.10	\$32,605
Area 4	Retail/Service	16,000 sf	5.7	\$ 49.36	\$ 0.10	\$1,905
Area 5	Mixed-Use Industrial					\$178,159
Area 5	Office	122,000 sf	52.9	\$ 49.36	\$ 0.10	\$14,978
Area 5	R&D/Flex	443,000 sf	105.7	\$ 49.36	\$ 0.10	\$50,121
Area 5	Warehouse/Storage	632,000 sf	30.1	\$ 49.36	\$ 0.10	\$65,552
Area 5	Industrial	403,000 sf	48.1	\$ 49.36	\$ 0.10	\$43,223
Area 5	Retail/Service	36,000 sf	12.9	\$ 49.36	\$ 0.10	\$4,286
Area 6	Aerospace and Innovation					\$394,073
Area 6	Office	266,000 sf	115.3	\$ 49.36	\$ 0.10	\$32,657
Area 6	R&D/Flex	1,726,000 sf	411.7	\$ 49.36	\$ 0.10	\$195,278
Area 6	Warehouse/Storage	656,000 sf	15.6	\$ 49.36	\$ 0.10	\$67,269
Area 6	Industrial	863,000 sf	102.9	\$ 49.36	\$ 0.10	\$92,560
Area 6	Retail/Service	53,000 sf	19.0	\$ 49.36	\$ 0.10	\$6,309
Area 7	Mixed-Use Industrial					\$29,722
Area 7	Office	20,000 sf	8.7	\$ 49.36	\$ 0.10	\$2,455
Area 7	R&D/Flex	74,000 sf	17.6	\$ 49.36	\$ 0.10	\$8,372
Area 7	Warehouse/Storage	106,000 sf	5.1	\$ 49.36	\$ 0.10	\$10,995
Area 7	Industrial	67,000 sf	8.0	\$ 49.36	\$ 0.10	\$7,186
Area 7	Retail/Service	6,000 sf	2.1	\$ 49.36	\$ 0.10	\$714

Source: Economic & Planning Systems

Area	Type	Development total	Service Pop. total	Peak Person Served factor	Commercial Space factor	General Revenues
Area 8	Green Energy and Sustainable Agriculture					\$138,357
Area 8	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 8	R&D/Flex	638,000 sf	152.2	\$ 49.36	\$ 0.10	\$72,183
Area 8	Warehouse/Storage	638,000 sf	30.4	\$ 49.36	\$ 0.10	\$66,175
Area 8	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 8	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 9	Mixed-Use Industrial					\$24,036
Area 9	Office	16,000 sf	6.9	\$ 49.36	\$ 0.10	\$1,964
Area 9	R&D/Flex	59,000 sf	14.1	\$ 49.36	\$ 0.10	\$6,675
Area 9	Warehouse/Storage	84,000 sf	10.0	\$ 49.36	\$ 0.10	\$9,009
Area 9	Industrial	54,000 sf	6.4	\$ 49.36	\$ 0.10	\$5,792
Area 9	Retail/Service	5,000 sf	1.8	\$ 49.36	\$ 0.10	\$595
Area 10	Aerospace and Innovation					\$1,325,178
Area 10	Office	893,000 sf	387.2	\$ 49.36	\$ 0.10	\$109,634
Area 10	R&D/Flex	5,805,000 sf	1,384.5	\$ 49.36	\$ 0.10	\$656,773
Area 10	Warehouse/Storage	2,206,000 sf	52.6	\$ 49.36	\$ 0.10	\$226,214
Area 10	Industrial	2,902,000 sf	346.1	\$ 49.36	\$ 0.10	\$311,249
Area 10	Retail/Service	179,000 sf	64.1	\$ 49.36	\$ 0.10	\$21,309
Area 11	Industry Hub					\$698,301
Area 11	Office	493,000 sf	213.8	\$ 49.36	\$ 0.10	\$60,526
Area 11	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 11	Warehouse/Storage	5,131,000 sf	244.7	\$ 49.36	\$ 0.10	\$532,197
Area 11	Industrial	930,000 sf	110.9	\$ 49.36	\$ 0.10	\$99,746
Area 11	Retail/Service	49,000 sf	17.5	\$ 49.36	\$ 0.10	\$5,833
Area 12	Mixed-Use Industrial					\$88,202
Area 12	Office	60,000 sf	26.0	\$ 49.36	\$ 0.10	\$7,366
Area 12	R&D/Flex	219,000 sf	52.2	\$ 49.36	\$ 0.10	\$24,777
Area 12	Warehouse/Storage	313,000 sf	14.9	\$ 49.36	\$ 0.10	\$32,465
Area 12	Industrial	200,000 sf	23.9	\$ 49.36	\$ 0.10	\$21,451
Area 12	Retail/Service	18,000 sf	6.4	\$ 49.36	\$ 0.10	\$2,143
Area 13	Green Energy and Sustainable Agriculture					\$142,478
Area 13	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 13	R&D/Flex	657,000 sf	156.7	\$ 49.36	\$ 0.10	\$74,332
Area 13	Warehouse/Storage	657,000 sf	31.3	\$ 49.36	\$ 0.10	\$68,145
Area 13	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 13	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 14	Mixed-Use Industrial					\$69,698
Area 14	Office	48,000 sf	20.8	\$ 49.36	\$ 0.10	\$5,893
Area 14	R&D/Flex	173,000 sf	41.3	\$ 49.36	\$ 0.10	\$19,573
Area 14	Warehouse/Storage	247,000 sf	11.8	\$ 49.36	\$ 0.10	\$25,619
Area 14	Industrial	158,000 sf	18.8	\$ 49.36	\$ 0.10	\$16,946
Area 14	Retail/Service	14,000 sf	5.0	\$ 49.36	\$ 0.10	\$1,667
Area 15	Mixed-Use Industrial					\$0
Area 15	Office	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	R&D/Flex	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Warehouse/Storage	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Industrial	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
Area 15	Retail/Service	0 sf	0.0	\$ 49.36	\$ 0.10	\$0
TOTAL		33,348,000 sf	4,875			\$3,621,018

Source: Economic & Planning Systems

Table 16. Other General Fund Expenditures

Area	Type	Development total	Employment total	Peak Person Served factor	Commercial Space factor	General Fund Expenses
Area 1	Mixed-Use Industrial					-\$4,558
Area 1	Office	16,000 sf	6.9	\$ (136.89)	\$ -	-\$950
Area 1	R&D/Flex	59,000 sf	14.1	\$ (136.89)	\$ -	-\$1,926
Area 1	Warehouse/Storage	85,000 sf	4.1	\$ (136.89)	\$ -	-\$555
Area 1	Industrial	54,000 sf	6.4	\$ (136.89)	\$ -	-\$881
Area 1	Retail/Service	5,000 sf	1.8	\$ (136.89)	\$ -	-\$245
Area 2	Industry Hub					-\$31,120
Area 2	Office	191,000 sf	82.8	\$ (136.89)	\$ -	-\$11,338
Area 2	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 2	Warehouse/Storage	1,987,000 sf	94.8	\$ (136.89)	\$ -	-\$12,974
Area 2	Industrial	360,000 sf	42.9	\$ (136.89)	\$ -	-\$5,877
Area 2	Retail/Service	19,000 sf	6.8	\$ (136.89)	\$ -	-\$931
Area 3	Mixed-Use Industrial					-\$1,940
Area 3	Office	7,000 sf	3.0	\$ (136.89)	\$ -	-\$416
Area 3	R&D/Flex	25,000 sf	6.0	\$ (136.89)	\$ -	-\$816
Area 3	Warehouse/Storage	36,000 sf	1.7	\$ (136.89)	\$ -	-\$235
Area 3	Industrial	23,000 sf	2.7	\$ (136.89)	\$ -	-\$375
Area 3	Retail/Service	2,000 sf	0.7	\$ (136.89)	\$ -	-\$98
Area 4	Industry Hub					-\$26,267
Area 4	Office	161,000 sf	69.8	\$ (136.89)	\$ -	-\$9,557
Area 4	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 4	Warehouse/Storage	1,679,000 sf	80.1	\$ (136.89)	\$ -	-\$10,963
Area 4	Industrial	304,000 sf	36.3	\$ (136.89)	\$ -	-\$4,962
Area 4	Retail/Service	16,000 sf	5.7	\$ (136.89)	\$ -	-\$784
Area 5	Mixed-Use Industrial					-\$34,174
Area 5	Office	122,000 sf	52.9	\$ (136.89)	\$ -	-\$7,242
Area 5	R&D/Flex	443,000 sf	105.7	\$ (136.89)	\$ -	-\$14,463
Area 5	Warehouse/Storage	632,000 sf	30.1	\$ (136.89)	\$ -	-\$4,127
Area 5	Industrial	403,000 sf	48.1	\$ (136.89)	\$ -	-\$6,578
Area 5	Retail/Service	36,000 sf	12.9	\$ (136.89)	\$ -	-\$1,765
Area 6	Aerospace and Innovation					-\$90,966
Area 6	Office	266,000 sf	115.3	\$ (136.89)	\$ -	-\$15,789
Area 6	R&D/Flex	1,726,000 sf	411.7	\$ (136.89)	\$ -	-\$56,349
Area 6	Warehouse/Storage	656,000 sf	15.6	\$ (136.89)	\$ -	-\$2,142
Area 6	Industrial	863,000 sf	102.9	\$ (136.89)	\$ -	-\$14,087
Area 6	Retail/Service	53,000 sf	19.0	\$ (136.89)	\$ -	-\$2,598
Area 7	Mixed-Use Industrial					-\$5,683
Area 7	Office	20,000 sf	8.7	\$ (136.89)	\$ -	-\$1,187
Area 7	R&D/Flex	74,000 sf	17.6	\$ (136.89)	\$ -	-\$2,416
Area 7	Warehouse/Storage	106,000 sf	5.1	\$ (136.89)	\$ -	-\$692
Area 7	Industrial	67,000 sf	8.0	\$ (136.89)	\$ -	-\$1,094
Area 7	Retail/Service	6,000 sf	2.1	\$ (136.89)	\$ -	-\$294

Source: Economic & Planning Systems

Area	Type	Development total	Employment total	Peak Person Served factor	Commercial Space factor	General Fund Expenses
Area 8	Green Energy and Sustainable Agriculture					-\$24,995
Area 8	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 8	R&D/Flex	638,000 sf	152.2	\$ (136.89)	\$ -	-\$20,829
Area 8	Warehouse/Storage	638,000 sf	30.4	\$ (136.89)	\$ -	-\$4,166
Area 8	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 8	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 9	Mixed-Use Industrial					-\$5,374
Area 9	Office	16,000 sf	6.9	\$ (136.89)	\$ -	-\$950
Area 9	R&D/Flex	59,000 sf	14.1	\$ (136.89)	\$ -	-\$1,926
Area 9	Warehouse/Storage	84,000 sf	10.0	\$ (136.89)	\$ -	-\$1,371
Area 9	Industrial	54,000 sf	6.4	\$ (136.89)	\$ -	-\$881
Area 9	Retail/Service	5,000 sf	1.8	\$ (136.89)	\$ -	-\$245
Area 10	Aerospace and Innovation					-\$305,874
Area 10	Office	893,000 sf	387.2	\$ (136.89)	\$ -	-\$53,008
Area 10	R&D/Flex	5,805,000 sf	1,384.5	\$ (136.89)	\$ -	-\$189,518
Area 10	Warehouse/Storage	2,206,000 sf	52.6	\$ (136.89)	\$ -	-\$7,202
Area 10	Industrial	2,902,000 sf	346.1	\$ (136.89)	\$ -	-\$47,371
Area 10	Retail/Service	179,000 sf	64.1	\$ (136.89)	\$ -	-\$8,775
Area 11	Industry Hub					-\$80,350
Area 11	Office	493,000 sf	213.8	\$ (136.89)	\$ -	-\$29,264
Area 11	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 11	Warehouse/Storage	5,131,000 sf	244.7	\$ (136.89)	\$ -	-\$33,503
Area 11	Industrial	930,000 sf	110.9	\$ (136.89)	\$ -	-\$15,181
Area 11	Retail/Service	49,000 sf	17.5	\$ (136.89)	\$ -	-\$2,402
Area 12	Mixed-Use Industrial					-\$16,902
Area 12	Office	60,000 sf	26.0	\$ (136.89)	\$ -	-\$3,562
Area 12	R&D/Flex	219,000 sf	52.2	\$ (136.89)	\$ -	-\$7,150
Area 12	Warehouse/Storage	313,000 sf	14.9	\$ (136.89)	\$ -	-\$2,044
Area 12	Industrial	200,000 sf	23.9	\$ (136.89)	\$ -	-\$3,265
Area 12	Retail/Service	18,000 sf	6.4	\$ (136.89)	\$ -	-\$882
Area 13	Green Energy and Sustainable Agriculture					-\$25,739
Area 13	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 13	R&D/Flex	657,000 sf	156.7	\$ (136.89)	\$ -	-\$21,449
Area 13	Warehouse/Storage	657,000 sf	31.3	\$ (136.89)	\$ -	-\$4,290
Area 13	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 13	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 14	Mixed-Use Industrial					-\$13,375
Area 14	Office	48,000 sf	20.8	\$ (136.89)	\$ -	-\$2,849
Area 14	R&D/Flex	173,000 sf	41.3	\$ (136.89)	\$ -	-\$5,648
Area 14	Warehouse/Storage	247,000 sf	11.8	\$ (136.89)	\$ -	-\$1,613
Area 14	Industrial	158,000 sf	18.8	\$ (136.89)	\$ -	-\$2,579
Area 14	Retail/Service	14,000 sf	5.0	\$ (136.89)	\$ -	-\$686
Area 15	Mixed-Use Industrial					\$0
Area 15	Office	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	R&D/Flex	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Warehouse/Storage	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Industrial	0 sf	0.0	\$ (136.89)	\$ -	\$0
Area 15	Retail/Service	0 sf	0.0	\$ (136.89)	\$ -	\$0
TOTAL		33,348,000 sf	4,875			-\$667,316

Source: Economic & Planning Systems

6. Summary of Fiscal Impacts

Annual General Fund Impacts

When the case study revenues and costs are combined with the other General Fund impacts, the total annual net fiscal impact is calculated in Table 17. The annual revenues total \$18.1 million, comprised of \$9.2 million in property tax, \$3.1 million in business personal property tax, \$2.26 million in sales tax, and \$3.6 million in other revenues. The General Fund expenses total \$14.0 million. The main costs are for Fire at \$7.8 million per year and Public Works at \$5.28 million per year. The net fiscal impact is therefore positive at \$4.1 million per year or \$0.12 per square foot of development.

Table 17. Annual Net Fiscal Impact

Description	2022 General Fund	Revenues and Expenses
Ongoing Fiscal Impact		
Revenues		
Property Tax	\$45,820,061	\$9,174,020
Business Personal Property Tax	---	\$3,057,850
Sales Tax	\$234,162,053	\$2,261,250
General Fund (Others)	<u>\$42,576,897</u>	<u>\$3,621,018</u>
Subtotal	\$322,559,011	\$18,114,137
% Difference		5.6%
Expenditures		
Parks, Open Space, & Rec.	-\$17,237,501	-\$81,900
Public Works	-\$37,804,505	-\$5,280,800
Police	-\$130,265,718	-\$182,000
Fire	-\$72,329,087	-\$7,791,501
General Fund (Others)	-\$176,858,448	<u>-\$667,316</u>
Subtotal	-\$434,495,259	-\$14,003,517
% Difference	---	3.2%
Net Fiscal Impact (Ongoing)	---	\$4,110,621
Per Acre		\$521
Per Sq. Ft. of Development		\$0.12

Source: Economic & Planning Systems

Capital Cost Impacts

The capital cost impacts to the City are estimated costs the City would be responsible for. These include a new fire station with equipment, two police patrol vehicles, half of the perimeter arterial roads, and the regional trail. The capital costs a total of \$183.0 million. The only dedicated capital revenue that would be collected is construction use tax because the City does not charge impact fees on non-residential development. The estimated \$62.0 million in use tax does not cover the capital costs, resulting in a deficit of -\$120.9 million or -\$3.63 per square foot of development.

Table 18. Capital Cost Impacts to the City

Description	Revenues and Expenses	Annual Over 20 Year Planning Period
Capital/One-Time Fiscal Impact		
Revenues		
Use Tax	\$62,037,546	\$3,102,000
Expenditures		
Fire Capital	-\$20,293,194	-\$1,015,000
Police Capital	-150,000	-8,000
Roads Capital	-157,250,000	-7,863,000
Parks Capital	-5,328,000	-266,000
Subtotal	-183,021,194	-9,152,000
Net Fiscal Impact (One-Time)	-\$120,983,648	-\$6,050,000
Per Acre	-\$15,335	-\$767
Per Sq. Ft. of Development	-\$3.63	-\$0.18

Source: Economic & Planning Systems

Water and Wastewater

Costs and Capital Recovery

Aurora Water estimated the costs that would be incurred to serve the Study Area. **The City's water and wastewater connection fees and rates (user fees) are** designed to recover these capital costs (connection fees) and operating and maintenance costs (water and wastewater rates). Transmission and distribution costs are generally incremental and tied to development phasing. Water supply (water rights) costs are however more unpredictable as the City has to acquire water when it is available and typically ahead of the need. There is therefore a gap between when the water supply expenses are made and when fees are received to recover the cost.

The transmission and distribution costs are comprised of the costs of the **infrastructure (pipelines) that moves water from storage to the City's treatment** facilities and to water users. Transmission and distribution costs total \$74.7

million (Table 19). The water supply component is the largest cost at \$538.6 million, comprised of water rights acquisition, storage projects, and infrastructure to move raw water into the City’s treatment and distribution system. Water treatment costs, recovered by water rates, total \$29.2 million. The total costs are therefore \$642.5 million. These costs are the public trunk infrastructure costs and are largely recovered over time by the connection and user fees paid by land developers and water users (rate payers).

Table 19. Water Costs and Equivalent Fees Recovered

Area	Capital Costs (Connection Fees)		Operating Costs (Rates)	Total Costs
	Transmission & Dist'n.	Water Supply	Treatment	
1	\$367,773	\$2,652,640	143,872	\$3,164,285
2	4,305,461	31,054,060	1,684,288	37,043,809
3	155,338	1,120,410	60,768	1,336,516
4	3,637,646	26,237,300	1,423,040	31,297,986
5	2,739,564	19,759,690	1,071,712	23,570,966
6	5,984,652	43,165,580	2,341,184	51,491,416
7	458,816	3,309,310	179,488	3,947,614
8	11,067,131	79,824,050	4,329,440	95,220,621
9	364,828	2,631,400	142,720	3,138,948
10	20,124,927	145,155,340	7,872,832	173,153,099
11	11,117,520	80,187,490	4,349,152	95,654,162
12	1,357,635	9,792,230	531,104	11,680,969
13	11,392,613	82,171,660	4,456,768	98,021,041
14	1,071,989	7,731,950	419,360	9,223,299
15	530,882	3,829,100	207,680	4,567,662
Totals	\$74,676,774	\$538,622,210	\$29,213,408	\$642,512,392

Source: Economic & Planning Systems

Similarly, the City’s wastewater fees are also designed to recover the City’s infrastructure costs. Wastewater costs, and the capital recovery fees, are comprised of three components. The buy-in component is a contribution that users pay to “buy into” the existing capacity of the system that was already created and paid for by previous development. The CIP component accounts for capital improvement plan (CIP) projects needed to keep up with growth. A new sewer interceptor line would also be needed. In total, wastewater costs are \$628.1 million (Table 20). The City’s fees would be updated and adjusted from time to time to reflect the costs at that time.

These costs are only costs in the Study Area. They do not include any off-site costs that may be needed outside the Study Area, such as capacity upgrades to facilities that the Study area infrastructure may feed into.

Table 20. Wastewater Costs and Equivalent Fees Recovered

Area	Buy-In Cost (Fee)	CIP Cost (Fee)	Interceptor Cost (Fee)	Total Costs (Capital Recovery)
1	\$367,773	\$2,652,640	\$72,000	\$3,092,413
2	4,305,461	31,054,060	855,000	36,214,521
3	155,338	1,120,410	30,000	1,305,748
4	3,637,646	26,237,300	723,000	30,597,946
5	2,739,564	19,759,690	543,000	23,042,254
6	5,984,652	43,165,580	1,188,000	50,338,232
7	458,816	3,309,310	90,000	3,858,126
8	11,067,131	79,824,050	2,196,000	93,087,181
9	364,828	2,631,400	72,000	3,068,228
10	20,124,927	145,155,340	3,996,000	169,276,267
11	11,117,520	80,187,490	2,208,000	93,513,010
12	1,357,635	9,792,230	270,000	11,419,865
13	11,392,613	82,171,660	2,262,000	95,826,273
14	1,071,989	7,731,950	213,000	9,016,939
15	530,882	3,829,100	105,000	4,464,982
Totals	\$74,676,774	\$538,622,210	\$14,823,000	\$628,121,984

Source: Economic & Planning Systems

Water Supply Availability and Timing

Aurora Water’s 2017 Integrated Water Master Plan (IWMP) evaluated water supply and demand for the then existing City limits and found that the City did not have enough supply capacity identified to meet 2070 demand. The 2017 IWMP did not account for potential annexation areas in the East Aurora Annexation Study (EAAS) or the current study area. Aurora Water is currently updating the IWMP to include new water resource projects, conservation measures, and new potential annexation areas. This Study Area, however, was not identified in time to be included in the updated IWMP.

Also, there is still likely to be a supply gap given the competition for agricultural water rights, South Platte River basin water, and the uncertainty that the impacts of climate change will have on the future water supply. The water supply is a continual issue for the City however and not unique to this proposed annexation.



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Appendix

Table 21. Detailed Property Tax Calculations

Area	Type	Development total	Land Value % of total	Improvement Value per sf	Total Value per sf	Personal Property Value per sf	Land and Improvements			Business Personal Property		
							Total Value	Assessed Value 29.00%	Property Tax 8.605	Total Value	Assessed Value 29.00%	Property Tax 8.605
Area 1	Mixed-Use Industrial						\$24,431,000	\$7,084,990	\$60,966	\$7,165,000	\$2,077,850	\$17,880
Area 1	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 1	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 1	Warehouse/Storage	85,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,610,000	\$1,626,900	\$13,999	\$1,275,000	\$369,750	\$3,182
Area 1	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 1	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
Area 2	Industry Hub						\$202,477,000	\$58,718,330	\$505,271	\$60,145,000	\$17,442,050	\$150,089
Area 2	Office	191,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$31,515,000	\$9,139,350	\$78,644	\$2,865,000	\$830,850	\$7,149
Area 2	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 2	Warehouse/Storage	1,987,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$131,142,000	\$38,031,180	\$327,258	\$29,805,000	\$8,643,450	\$74,377
Area 2	Industrial	360,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$35,640,000	\$10,335,600	\$88,938	\$27,000,000	\$7,830,000	\$67,377
Area 2	Retail/Service	19,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$4,180,000	\$1,212,200	\$10,431	\$475,000	\$137,750	\$1,185
Area 3	Mixed-Use Industrial						\$10,373,000	\$3,008,170	\$25,885	\$3,045,000	\$883,050	\$7,599
Area 3	Office	7,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$1,155,000	\$334,950	\$2,882	\$105,000	\$30,450	\$262
Area 3	R&D/Flex	25,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$4,125,000	\$1,196,250	\$10,294	\$625,000	\$181,250	\$1,560
Area 3	Warehouse/Storage	36,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$2,376,000	\$689,040	\$5,929	\$540,000	\$156,600	\$1,348
Area 3	Industrial	23,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$2,277,000	\$660,330	\$5,682	\$1,725,000	\$500,250	\$4,305
Area 3	Retail/Service	2,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$440,000	\$127,600	\$1,098	\$50,000	\$14,500	\$125
Area 4	Industry Hub						\$170,995,000	\$49,588,550	\$426,709	\$50,800,000	\$14,732,000	\$126,769
Area 4	Office	161,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$26,565,000	\$7,703,850	\$66,292	\$2,415,000	\$700,350	\$6,027
Area 4	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 4	Warehouse/Storage	1,679,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$110,814,000	\$32,136,060	\$276,531	\$25,185,000	\$7,303,650	\$62,848
Area 4	Industrial	304,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$30,096,000	\$8,727,840	\$75,103	\$22,800,000	\$6,612,000	\$56,896
Area 4	Retail/Service	16,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,520,000	\$1,020,800	\$8,784	\$400,000	\$116,000	\$998
Area 5	Mixed-Use Industrial						\$182,754,000	\$52,998,660	\$456,053	\$53,510,000	\$15,517,900	\$133,532
Area 5	Office	122,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$20,130,000	\$5,837,700	\$50,233	\$1,830,000	\$530,700	\$4,567
Area 5	R&D/Flex	443,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$73,095,000	\$21,197,550	\$182,405	\$11,075,000	\$3,211,750	\$27,637
Area 5	Warehouse/Storage	632,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$41,712,000	\$12,096,480	\$104,090	\$9,480,000	\$2,749,200	\$23,657
Area 5	Industrial	403,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$39,897,000	\$11,570,130	\$99,561	\$30,225,000	\$8,765,250	\$75,425
Area 5	Retail/Service	36,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$7,920,000	\$2,296,800	\$19,764	\$900,000	\$261,000	\$2,246
Area 6	Aerospace and Innovation						\$469,073,000	\$136,031,170	\$1,170,548	\$178,790,000	\$51,849,100	\$446,162
Area 6	Office	266,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$43,890,000	\$12,728,100	\$109,525	\$3,990,000	\$1,157,100	\$9,957
Area 6	R&D/Flex	1,726,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$284,790,000	\$82,589,100	\$710,679	\$43,150,000	\$12,513,500	\$107,679
Area 6	Warehouse/Storage	656,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$43,296,000	\$12,555,840	\$108,043	\$65,600,000	\$19,024,000	\$163,702
Area 6	Industrial	863,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$85,437,000	\$24,776,730	\$213,204	\$64,725,000	\$18,770,250	\$161,518
Area 6	Retail/Service	53,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$11,660,000	\$3,381,400	\$29,097	\$1,325,000	\$384,250	\$3,306
Area 7	Mixed-Use Industrial						\$30,459,000	\$8,833,110	\$76,009	\$8,915,000	\$2,585,350	\$22,247
Area 7	Office	20,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$3,300,000	\$957,000	\$8,235	\$300,000	\$87,000	\$749
Area 7	R&D/Flex	74,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$12,210,000	\$3,540,900	\$30,469	\$1,850,000	\$536,500	\$4,617
Area 7	Warehouse/Storage	106,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$6,996,000	\$2,028,840	\$17,458	\$1,590,000	\$461,100	\$3,968
Area 7	Industrial	67,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$6,633,000	\$1,923,570	\$16,552	\$5,025,000	\$1,457,250	\$12,540
Area 7	Retail/Service	6,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,320,000	\$382,800	\$3,294	\$150,000	\$43,500	\$374

Source: Economic & Planning Systems

Area	Type						Land and Improvements			Business Personal Property		
		Development total	Land Value % of total	Improvement Value per sf	Total Value per sf	Personal Property Value per sf	Total Value	Assessed Value 29.00%	Property Tax 8.605	Total Value	Assessed Value 29.00%	Property Tax 8.605
Area 8	Green Energy and Sustainable Agriculture						\$147,378,000	\$42,739,620	\$367,774	\$25,520,000	\$7,400,800	\$63,684
Area 8	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	R&D/Flex	638,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$105,270,000	\$30,528,300	\$262,696	\$15,950,000	\$4,625,500	\$39,802
Area 8	Warehouse/Storage	638,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$42,108,000	\$12,211,320	\$105,078	\$9,570,000	\$2,775,300	\$23,881
Area 8	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 9	Mixed-Use Industrial						\$24,365,000	\$7,065,850	\$60,802	\$7,150,000	\$2,073,500	\$17,842
Area 9	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 9	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 9	Warehouse/Storage	84,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,544,000	\$1,607,760	\$13,835	\$1,260,000	\$365,400	\$3,144
Area 9	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 9	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
Area 10	Aerospace and Innovation						\$1,577,444,000	\$457,458,760	\$3,936,433	\$601,245,000	\$174,361,050	\$1,500,377
Area 10	Office	893,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$147,345,000	\$42,730,050	\$367,692	\$13,395,000	\$3,884,550	\$33,427
Area 10	R&D/Flex	5,805,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$957,825,000	\$277,769,250	\$2,390,204	\$145,125,000	\$42,086,250	\$362,152
Area 10	Warehouse/Storage	2,206,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$145,596,000	\$42,222,840	\$363,328	\$220,600,000	\$63,974,000	\$550,496
Area 10	Industrial	2,902,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$287,298,000	\$83,316,420	\$716,938	\$217,650,000	\$63,118,500	\$543,135
Area 10	Retail/Service	179,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$39,380,000	\$11,420,200	\$98,271	\$4,475,000	\$1,297,750	\$11,167
Area 11	Industry Hub						\$522,841,000	\$151,623,890	\$1,304,724	\$155,335,000	\$45,047,150	\$387,631
Area 11	Office	493,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$81,345,000	\$23,590,050	\$202,992	\$7,395,000	\$2,144,550	\$18,454
Area 11	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 11	Warehouse/Storage	5,131,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$338,646,000	\$98,207,340	\$845,074	\$76,965,000	\$22,319,850	\$192,062
Area 11	Industrial	930,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$92,070,000	\$26,700,300	\$229,756	\$69,750,000	\$20,227,500	\$174,058
Area 11	Retail/Service	49,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$10,780,000	\$3,126,200	\$26,901	\$1,225,000	\$355,250	\$3,057
Area 12	Mixed-Use Industrial						\$90,453,000	\$26,231,370	\$225,721	\$26,520,000	\$7,690,800	\$66,179
Area 12	Office	60,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$9,900,000	\$2,871,000	\$24,705	\$900,000	\$261,000	\$2,246
Area 12	R&D/Flex	219,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$36,135,000	\$10,479,150	\$90,173	\$5,475,000	\$1,587,750	\$13,663
Area 12	Warehouse/Storage	313,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$20,658,000	\$5,990,820	\$51,551	\$4,695,000	\$1,361,550	\$11,716
Area 12	Industrial	200,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$19,800,000	\$5,742,000	\$49,410	\$15,000,000	\$4,350,000	\$37,432
Area 12	Retail/Service	18,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,960,000	\$1,148,400	\$9,882	\$450,000	\$130,500	\$1,123
Area 13	Green Energy and Sustainable Agriculture						\$151,767,000	\$44,012,430	\$378,727	\$26,280,000	\$7,621,200	\$65,580
Area 13	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	R&D/Flex	657,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$108,405,000	\$31,437,450	\$270,519	\$16,425,000	\$4,763,250	\$40,988
Area 13	Warehouse/Storage	657,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$43,362,000	\$12,574,980	\$108,208	\$9,855,000	\$2,857,950	\$24,593
Area 13	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 14	Mixed-Use Industrial						\$71,489,000	\$20,731,810	\$178,397	\$20,950,000	\$6,075,500	\$52,280
Area 14	Office	48,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$7,920,000	\$2,296,800	\$19,764	\$720,000	\$208,800	\$1,797
Area 14	R&D/Flex	173,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$28,545,000	\$8,278,050	\$71,233	\$4,325,000	\$1,254,250	\$10,793
Area 14	Warehouse/Storage	247,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$16,302,000	\$4,727,580	\$40,681	\$3,705,000	\$1,074,450	\$9,246
Area 14	Industrial	158,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$15,642,000	\$4,536,180	\$39,034	\$11,850,000	\$3,436,500	\$29,571
Area 14	Retail/Service	14,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,080,000	\$893,200	\$7,686	\$350,000	\$101,500	\$873
Area 15	Mixed-Use Industrial						\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Warehouse/Storage	0 sf	10.0%	\$59.40	\$66.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		33,348,000	sf				\$3,676,299,000	\$1,066,126,710	\$9,174,020			\$3,057,850

Source: Economic & Planning Systems

Table 22. Detailed Sales Tax Calculations

Area	Type	Development total	Land Value % of total	Improvement Value per sf	Total Value per sf	Personal Property Value per sf	Land and Improvements			Business Personal Property		
							Total Value	Assessed Value	Property Tax	Total Value	Assessed Value	Property Tax
								29.00%	8.605		29.00%	8.605
Area 1	Mixed-Use Industrial											
Area 1	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$24,431,000	\$7,084,990	\$60,966	\$7,165,000	\$2,077,850	\$17,880
Area 1	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 1	Warehouse/Storage	85,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 1	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,610,000	\$1,626,900	\$13,999	\$1,275,000	\$369,750	\$3,182
Area 1	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
							\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
Area 2	Industry Hub						\$202,477,000	\$58,718,330	\$505,271	\$60,145,000	\$17,442,050	\$150,089
Area 2	Office	191,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$31,515,000	\$9,139,350	\$78,644	\$2,865,000	\$830,850	\$7,149
Area 2	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 2	Warehouse/Storage	1,987,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$131,142,000	\$38,031,180	\$327,258	\$29,805,000	\$8,643,450	\$74,377
Area 2	Industrial	360,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$35,640,000	\$10,335,600	\$88,938	\$27,000,000	\$7,830,000	\$67,377
Area 2	Retail/Service	19,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$4,180,000	\$1,212,200	\$10,431	\$475,000	\$137,750	\$1,185
Area 3	Mixed-Use Industrial						\$10,373,000	\$3,008,170	\$25,885	\$3,045,000	\$883,050	\$7,599
Area 3	Office	7,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$1,155,000	\$334,950	\$2,882	\$105,000	\$30,450	\$262
Area 3	R&D/Flex	25,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$4,125,000	\$1,196,250	\$10,294	\$625,000	\$181,250	\$1,560
Area 3	Warehouse/Storage	36,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$2,376,000	\$689,040	\$5,929	\$540,000	\$156,600	\$1,348
Area 3	Industrial	23,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$2,277,000	\$660,330	\$5,682	\$1,725,000	\$500,250	\$4,305
Area 3	Retail/Service	2,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$440,000	\$127,600	\$1,098	\$50,000	\$14,500	\$125
Area 4	Industry Hub						\$170,995,000	\$49,588,550	\$426,709	\$50,800,000	\$14,732,000	\$126,769
Area 4	Office	161,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$26,565,000	\$7,703,850	\$66,292	\$2,415,000	\$700,350	\$6,027
Area 4	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 4	Warehouse/Storage	1,679,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$110,814,000	\$32,136,060	\$276,531	\$25,185,000	\$7,303,650	\$62,848
Area 4	Industrial	304,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$30,096,000	\$8,727,840	\$75,103	\$22,800,000	\$6,612,000	\$56,896
Area 4	Retail/Service	16,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,520,000	\$1,020,800	\$8,784	\$400,000	\$116,000	\$998
Area 5	Mixed-Use Industrial						\$182,754,000	\$52,998,660	\$456,053	\$53,510,000	\$15,517,900	\$133,532
Area 5	Office	122,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$20,130,000	\$5,837,700	\$50,233	\$1,830,000	\$530,700	\$4,567
Area 5	R&D/Flex	443,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$73,095,000	\$21,197,550	\$182,405	\$11,075,000	\$3,211,750	\$27,637
Area 5	Warehouse/Storage	632,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$41,712,000	\$12,096,480	\$104,090	\$9,480,000	\$2,749,200	\$23,657
Area 5	Industrial	403,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$39,897,000	\$11,570,130	\$99,561	\$30,225,000	\$8,765,250	\$75,425
Area 5	Retail/Service	36,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$7,920,000	\$2,296,800	\$19,764	\$900,000	\$261,000	\$2,246
Area 6	Aerospace and Innovation						\$469,073,000	\$136,031,170	\$1,170,548	\$178,790,000	\$51,849,100	\$446,162
Area 6	Office	266,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$43,890,000	\$12,728,100	\$109,525	\$3,990,000	\$1,157,100	\$9,957
Area 6	R&D/Flex	1,726,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$284,790,000	\$82,589,100	\$710,679	\$43,150,000	\$12,513,500	\$107,679
Area 6	Warehouse/Storage	656,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$43,296,000	\$12,555,840	\$108,043	\$65,600,000	\$19,024,000	\$163,702
Area 6	Industrial	863,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$85,437,000	\$24,776,730	\$213,204	\$64,725,000	\$18,770,250	\$161,518
Area 6	Retail/Service	53,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$11,660,000	\$3,381,400	\$29,097	\$1,325,000	\$384,250	\$3,306
Area 7	Mixed-Use Industrial						\$30,459,000	\$8,833,110	\$76,009	\$8,915,000	\$2,585,350	\$22,247
Area 7	Office	20,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$3,300,000	\$957,000	\$8,235	\$300,000	\$87,000	\$749
Area 7	R&D/Flex	74,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$12,210,000	\$3,540,900	\$30,469	\$1,850,000	\$536,500	\$4,617
Area 7	Warehouse/Storage	106,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$6,996,000	\$2,028,840	\$17,458	\$1,590,000	\$461,100	\$3,968
Area 7	Industrial	67,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$6,633,000	\$1,923,570	\$16,552	\$5,025,000	\$1,457,250	\$12,540
Area 7	Retail/Service	6,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,320,000	\$382,800	\$3,294	\$150,000	\$43,500	\$374

Source: Economic & Planning Systems

Area	Type	Development total	Land Value % of total	Improvement Value per sf	Total Value per sf	Personal Property Value per sf	Land and Improvements			Business Personal Property		
							Total Value	Assessed Value 29.00%	Property Tax 8.605	Total Value	Assessed Value 29.00%	Property Tax 8.605
Area 8	Green Energy and Sustainable Agriculture						\$147,378,000	\$42,739,620	\$367,774	\$25,520,000	\$7,400,800	\$63,684
Area 8	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	R&D/Flex	638,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$105,270,000	\$30,528,300	\$262,696	\$15,950,000	\$4,625,500	\$39,802
Area 8	Warehouse/Storage	638,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$42,108,000	\$12,211,320	\$105,078	\$9,570,000	\$2,775,300	\$23,881
Area 8	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 8	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 9	Mixed-Use Industrial						\$24,365,000	\$7,065,850	\$60,802	\$7,150,000	\$2,073,500	\$17,842
Area 9	Office	16,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$2,640,000	\$765,600	\$6,588	\$240,000	\$69,600	\$599
Area 9	R&D/Flex	59,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$9,735,000	\$2,823,150	\$24,293	\$1,475,000	\$427,750	\$3,681
Area 9	Warehouse/Storage	84,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$5,544,000	\$1,607,760	\$13,835	\$1,260,000	\$365,400	\$3,144
Area 9	Industrial	54,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$5,346,000	\$1,550,340	\$13,341	\$4,050,000	\$1,174,500	\$10,107
Area 9	Retail/Service	5,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$1,100,000	\$319,000	\$2,745	\$125,000	\$36,250	\$312
Area 10	Aerospace and Innovation						\$1,577,444,000	\$457,458,760	\$3,936,433	\$601,245,000	\$174,361,050	\$1,500,377
Area 10	Office	893,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$147,345,000	\$42,730,050	\$367,692	\$13,395,000	\$3,884,550	\$33,427
Area 10	R&D/Flex	5,805,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$957,825,000	\$277,769,250	\$2,390,204	\$145,125,000	\$42,086,250	\$362,152
Area 10	Warehouse/Storage	2,206,000 sf	10.0%	\$59.40	\$66.00	\$100.00	\$145,596,000	\$42,222,840	\$363,328	\$220,600,000	\$63,974,000	\$550,496
Area 10	Industrial	2,902,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$287,298,000	\$83,316,420	\$716,938	\$217,650,000	\$63,118,500	\$543,135
Area 10	Retail/Service	179,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$39,380,000	\$11,420,200	\$98,271	\$4,475,000	\$1,297,750	\$11,167
Area 11	Industry Hub						\$522,841,000	\$151,623,890	\$1,304,724	\$155,335,000	\$45,047,150	\$387,631
Area 11	Office	493,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$81,345,000	\$23,590,050	\$202,992	\$7,395,000	\$2,144,550	\$18,454
Area 11	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 11	Warehouse/Storage	5,131,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$338,646,000	\$98,207,340	\$845,074	\$76,965,000	\$22,319,850	\$192,062
Area 11	Industrial	930,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$92,070,000	\$26,700,300	\$229,756	\$69,750,000	\$20,227,500	\$174,058
Area 11	Retail/Service	49,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$10,780,000	\$3,126,200	\$26,901	\$1,225,000	\$355,250	\$3,057
Area 12	Mixed-Use Industrial						\$90,453,000	\$26,231,370	\$225,721	\$26,520,000	\$7,690,800	\$66,179
Area 12	Office	60,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$9,900,000	\$2,871,000	\$24,705	\$900,000	\$261,000	\$2,246
Area 12	R&D/Flex	219,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$36,135,000	\$10,479,150	\$90,173	\$5,475,000	\$1,587,750	\$13,663
Area 12	Warehouse/Storage	313,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$20,658,000	\$5,990,820	\$51,551	\$4,695,000	\$1,361,550	\$11,716
Area 12	Industrial	200,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$19,800,000	\$5,742,000	\$49,410	\$15,000,000	\$4,350,000	\$37,432
Area 12	Retail/Service	18,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,960,000	\$1,148,400	\$9,882	\$450,000	\$130,500	\$1,123
Area 13	Green Energy and Sustainable Agriculture						\$151,767,000	\$44,012,430	\$378,727	\$26,280,000	\$7,621,200	\$65,580
Area 13	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	R&D/Flex	657,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$108,405,000	\$31,437,450	\$270,519	\$16,425,000	\$4,763,250	\$40,988
Area 13	Warehouse/Storage	657,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$43,362,000	\$12,574,980	\$108,208	\$9,855,000	\$2,857,950	\$24,593
Area 13	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 13	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 14	Mixed-Use Industrial						\$71,489,000	\$20,731,810	\$178,397	\$20,950,000	\$6,075,500	\$52,280
Area 14	Office	48,000 sf	10.0%	\$148.50	\$165.00	\$15.00	\$7,920,000	\$2,296,800	\$19,764	\$720,000	\$208,800	\$1,797
Area 14	R&D/Flex	173,000 sf	10.0%	\$148.50	\$165.00	\$25.00	\$28,545,000	\$8,278,050	\$71,233	\$4,325,000	\$1,254,250	\$10,793
Area 14	Warehouse/Storage	247,000 sf	10.0%	\$59.40	\$66.00	\$15.00	\$16,302,000	\$4,727,580	\$40,681	\$3,705,000	\$1,074,450	\$9,246
Area 14	Industrial	158,000 sf	10.0%	\$89.10	\$99.00	\$75.00	\$15,642,000	\$4,536,180	\$39,034	\$11,850,000	\$3,436,500	\$29,571
Area 14	Retail/Service	14,000 sf	10.0%	\$198.00	\$220.00	\$25.00	\$3,080,000	\$893,200	\$7,686	\$350,000	\$101,500	\$873
Area 15	Mixed-Use Industrial						\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Office	0 sf	10.0%	\$148.50	\$165.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	R&D/Flex	0 sf	10.0%	\$148.50	\$165.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Warehouse/Storage	0 sf	10.0%	\$59.40	\$66.00	\$15.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Industrial	0 sf	10.0%	\$89.10	\$99.00	\$75.00	\$0	\$0	\$0	\$0	\$0	\$0
Area 15	Retail/Service	0 sf	10.0%	\$198.00	\$220.00	\$25.00	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		33,348,000 sf					\$3,676,299,000	\$1,066,126,710	\$9,174,020			\$3,057,850

Source: Economic & Planning Systems

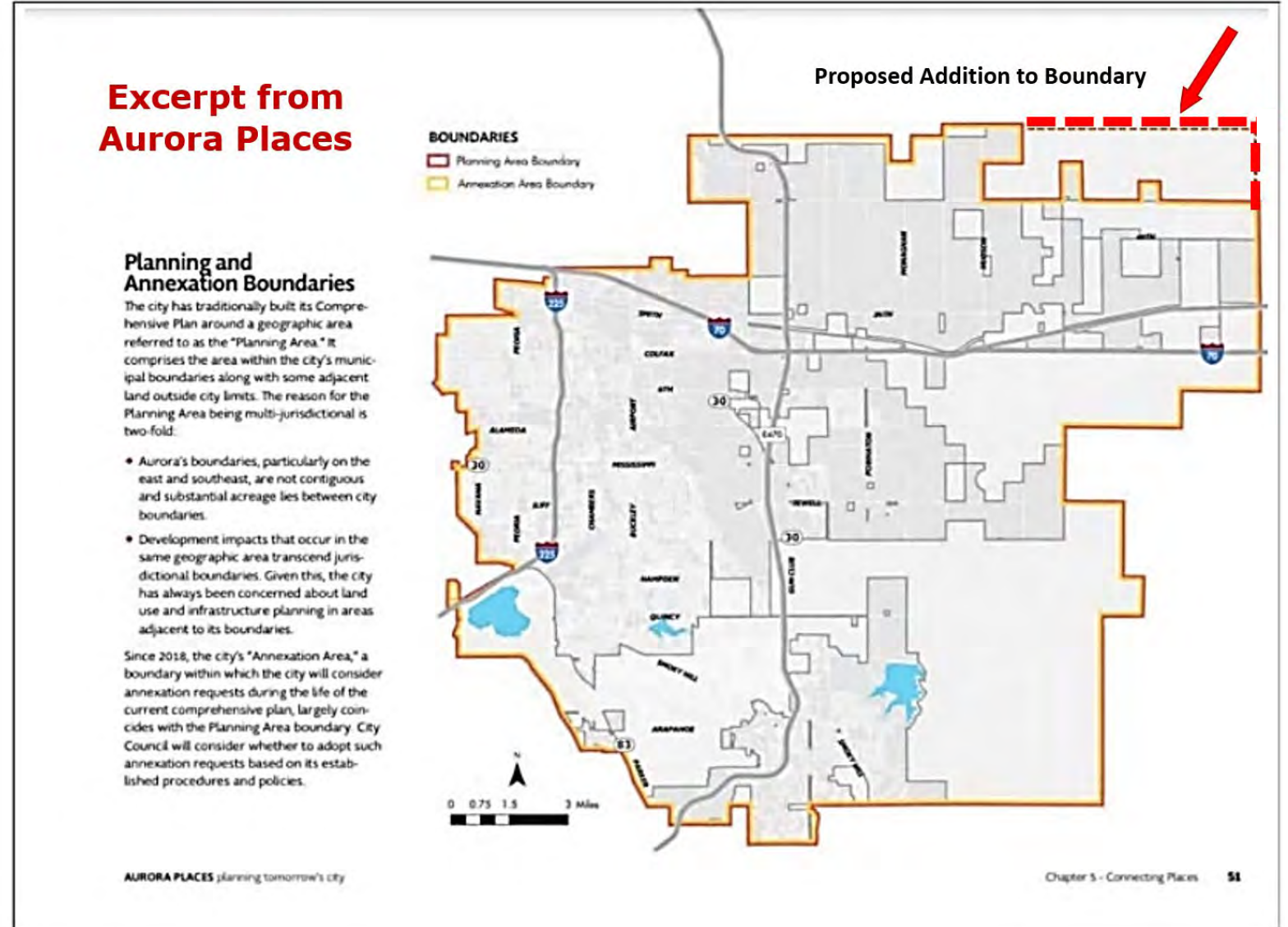
PROPOSED EXPANSION OF THE PLANNING & ANNEXATION BOUNDARY & AMENDMENT TO AURORA PLACES COMPREHENSIVE PLAN

January 23, 2023 City Council Study Session

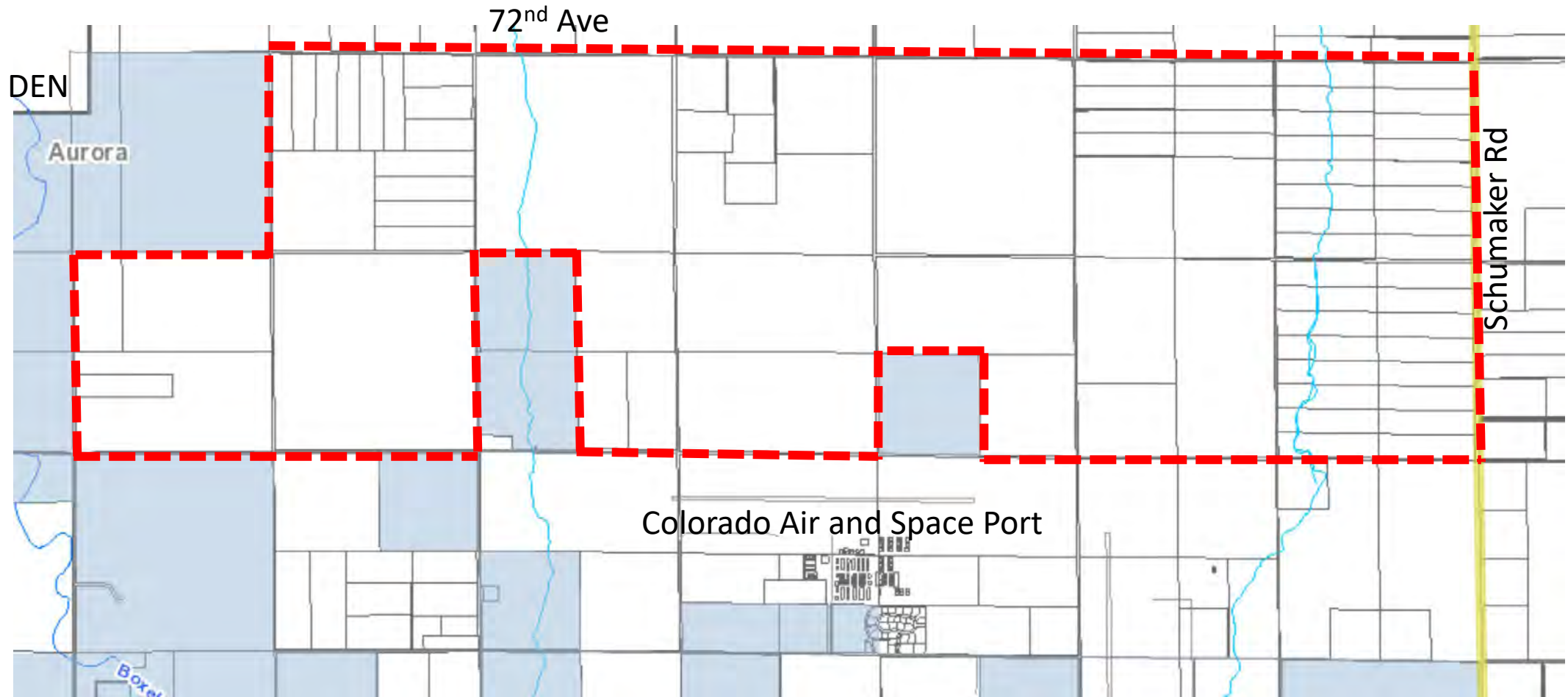
Economic & Planning Systems (EPS): Brian Duffany, Principal
Planning & Development Services Department

How do we make a change to the boundary?

- ✓ Boundary is adopted in the 2018 Comp Plan, Aurora Places (in accordance with state required 3-mile plan)
- ✓ UDO requires Fiscal Impact Analysis and Comp Plan Amendment (with 2/3 majority vote)



~80 parcels become eligible for annexation subject to Council approval



Project Summary

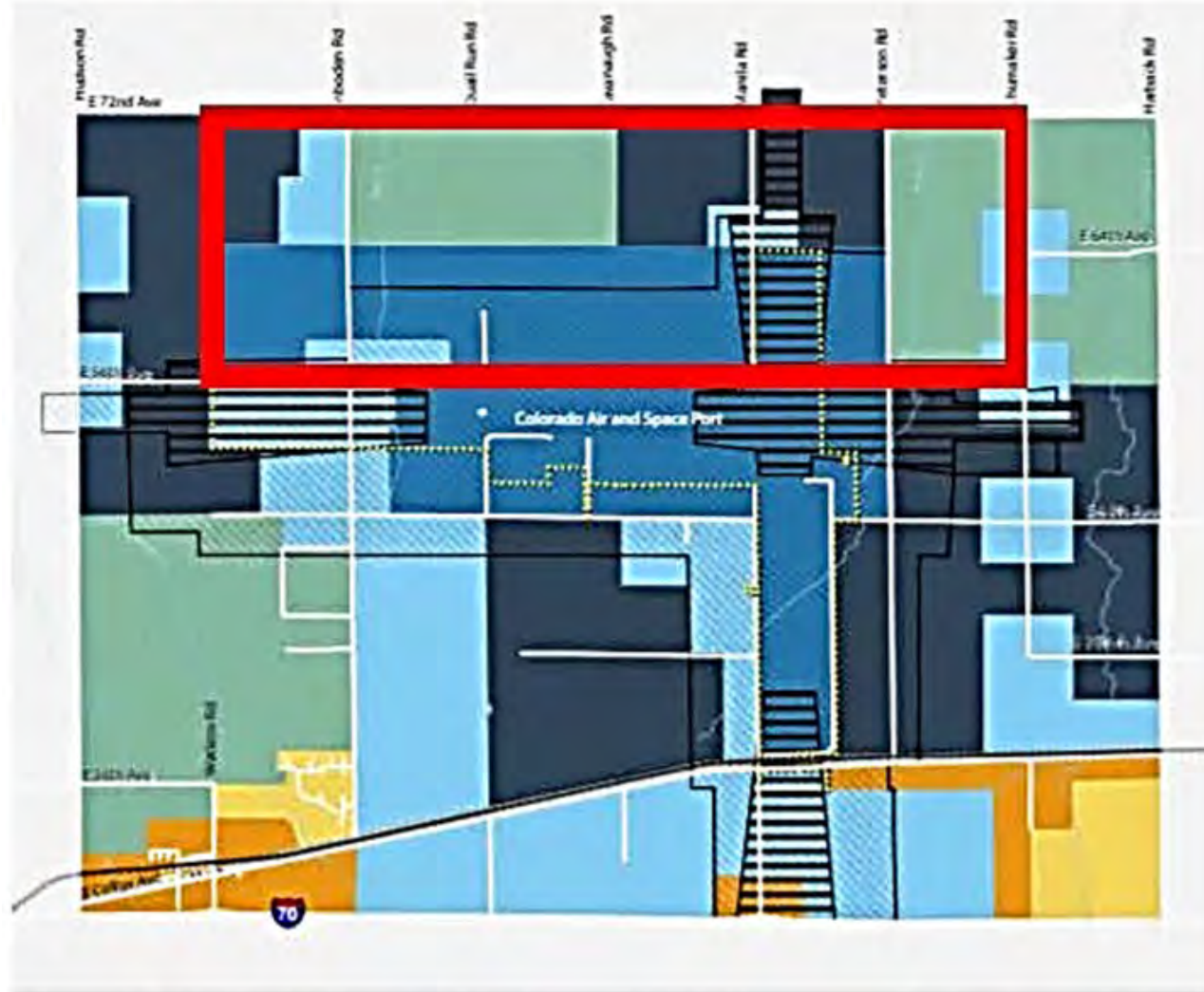
- **Initial Presentation** in 2022 at Study Session: unanimous direction to proceed with Fiscal Impact Analysis
- **Project elements:** Engage consultant & work with City departments to estimate costs and revenues
- **Project Deliverable:** Fiscal Impact Analysis report regarding the potential to add 12 square miles to the city's Planning & Annexation Boundary
- **Documentation:** As directed, draft amendment to the city's comprehensive plan, Aurora Places, with a revision to the map
- **Process:** Amendments to the comprehensive plan require a draft ordinance with public hearings at PZC and Council and approval by a 2/3 majority vote
- **Annexation requests** can then be submitted along with initial zoning of the subject properties



Land Use Context

Adams County's Adopted Colorado Air and Space Port Subarea Plan

Figure 6-2 Future Land Use Plan



Character Areas

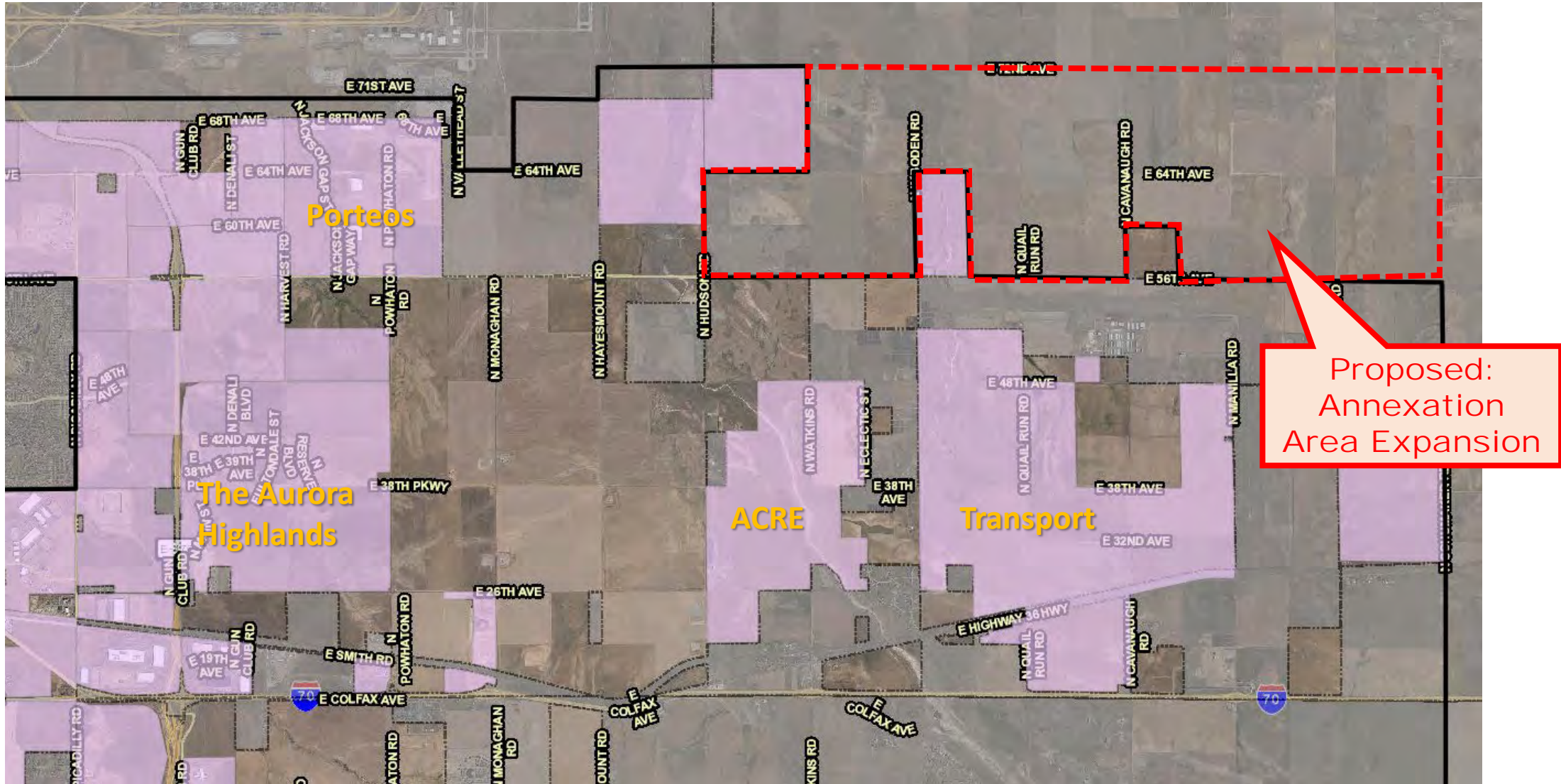
- Industry Hub
- Aerospace and Innovation
- Green Energy and Sustainable Agriculture

- Mixed-Use Industrial
- Community Hub
- Neighborhood Residential

Restriction Areas

- Restriction Area 2
- Restriction Area 1

APPROVED MASTER PLANS & ANNEXATION BOUNDARY



Market Context

- Northeast Aurora will be an area of significant growth
 - Aurora Highlands
 - Industrial/non-residential east of this
- East I-70 corridor is the biggest industrial market in Metro Denver
- Numerous conceptual/planned projects
- 1,000s of acres of undeveloped land between E-470 and CASP
- Port Colorado (formerly TransPort) is another 6,500 acres
- Numerous similar competitive sites for the same market (industrial, distribution, fulfillment, data centers)
- Developer interest is ahead of City infrastructure

Fiscal Impact Analysis Process

- Prepare land use (development) estimates
- Engage City departments to evaluate services and infrastructure needed
- Allocate costs to development or City based on current policy
- Prepare fiscal impact analysis (City revenues vs. City costs)
- Review and revised with affected departments
- Provided updates to PED and City Council
- Present Draft Fiscal Impact Analysis
- Draft comprehensive plan amendment ordinance base on Council direction

Development Estimates

- No residential due to proximity to flight paths
- Expected to be a mix of distribution, warehouse, industrial, R&D, office, and supporting commercial and retail
- Approximately 7,600 developable acres
- Development estimated conservatively at 33.3 million sq. ft.
- 40,880 jobs
 - 25% in-commuters in impact, half the impact of a resident
 - 75% filled by Aurora residents, impacts captured in other residential development (not counted here)
 - Effective new service population to City of 4,900

Development Estimates

Area	Future Land Use	Acres	Office Office	R&D/Flex R&D	Warehouse/ Storage Warehouse	Industrial Industrial	Retail/ Service Retail	Green Energy/ Agriculture	Total Bldg. Sq. Ft.
1	Mixed-Use Industrial	37.5	16,000	59,000	85,000	54,000	5,000	---	219,000
2	Industry Hub	438.6	191,000	0	1,987,000	360,000	19,000	---	2,557,000
3	Mixed-Use Industrial	15.8	7,000	25,000	36,000	23,000	2,000	---	93,000
4	Industry Hub	370.6	161,000	0	1,679,000	304,000	16,000	---	2,160,000
5	Mixed-Use Industrial	279.1	122,000	443,000	632,000	403,000	36,000	---	1,636,000
6	Aerospace and Innovation	609.7	266,000	1,726,000	656,000	863,000	53,000	---	3,564,000
7	Mixed-Use Industrial	46.7	20,000	74,000	106,000	67,000	6,000	---	273,000
8	Green Energy and Sustainable Agriculture	1,127.5	0	638,000	638,000	0	0	---	1,276,000
9	Mixed-Use Industrial	37.2	16,000	59,000	84,000	54,000	5,000	---	218,000
10	Aerospace and Innovation	2,050.2	893,000	5,805,000	2,206,000	2,902,000	179,000	---	11,985,000
11	Industry Hub	1,132.6	493,000	0	5,131,000	930,000	49,000	---	6,603,000
12	Mixed-Use Industrial	138.3	60,000	219,000	313,000	200,000	18,000	---	810,000
13	Green Energy and Sustainable Agriculture	1,160.6	0	657,000	657,000	0	0	---	1,314,000
14	Mixed-Use Industrial	109.2	48,000	173,000	247,000	158,000	14,000	---	640,000
15	Mixed-Use Industrial	54.1	0	0	0	0	0	---	0
	Total	7,607.7	2,293,000	9,878,000	14,457,000	6,318,000	402,000	0	33,348,000
	Floodplain	281.8							
	Total Area	7,889.4	6.9%	29.6%	43.4%	18.9%	1.2%	0.0%	100.0%
Annual Development, 20 Year Planning Period									1,667,000

Source: Economic & Planning Systems



Fiscal Impact Summary

Fiscal Impact Approach

- Fiscal impact analysis (FIA) is a decision and policy support tool
 - Compare land use alternatives
 - Look for extraordinary impacts unique to a specific project
 - Identify cost/revenue structural issues
- Ongoing costs and revenues
 - The annual fiscal impact to the City
 - General Fund departments
- One-time and capital costs
 - Compare one-time capital revenues to City capital costs

Annual Net Fiscal Impact

- Annual revenues
 - Property tax
 - Business personal property tax
 - Sales tax
 - \$18.1M per year
- Annual Expenditures
 - Road maintenance \$5.28M
 - Fire staffing \$7.8 million
 - Total \$14.0M per year
- Net positive of \$4.1M/yr

Description	2022 General Fund	Revenues and Expenses
Ongoing Fiscal Impact		
Revenues		
Property Tax	\$45,820,061	\$9,174,020
Business Personal Property Tax	---	\$3,057,850
Sales Tax	\$234,162,053	\$2,261,250
General Fund (Others)	<u>\$42,576,897</u>	<u>\$3,621,018</u>
Subtotal	\$322,559,011	\$18,114,137
% Difference		5.6%
Expenditures		
Parks, Open Space, & Rec.	-\$17,237,501	-\$81,900
Public Works	-\$37,804,505	-\$5,280,800
Police	-\$130,265,718	-\$182,000
Fire	-\$72,329,087	-\$7,791,501
General Fund (Others)	-\$176,858,448	<u>-\$667,316</u>
Subtotal	-\$434,495,259	-\$14,003,517
% Difference	---	3.2%
Net Fiscal Impact (Ongoing)	---	\$4,110,621
Per Acre		\$521
Per Sq. Ft. of Development		\$0.12

Source: Economic & Planning Systems

Capital Cost Impacts

- General Fund departments only
- Use tax is the only capital revenue
- No impact fees on non-residential
- \$121M gap on City portion of infrastructure
 - Fire station
 - Minor police costs (2 patrol vehicles)
 - ½ of perimeter roads
 - Open space corridor w/trail

Description	Revenues and Expenses	Annual Over 20 Year Planning Period
Capital/One-Time Fiscal Impact		
Revenues		
Use Tax	\$62,037,546	\$3,102,000
Expenditures		
Fire Capital	-\$20,293,194	-\$1,015,000
Police Capital	-150,000	-8,000
Roads Capital	-157,250,000	-7,863,000
Parks Capital	<u>-5,328,000</u>	<u>-266,000</u>
Subtotal	-183,021,194	-9,152,000
Net Fiscal Impact (One-Time)	-\$120,983,648	-\$6,050,000

Source: Economic & Planning Systems

Fiscal Impact Interpretation

- When developed, the proposed boundary change would likely create a modest positive annual fiscal impact on operations
- Any surpluses on operations would be used to help fill deficit on capital costs
- City's capital funding policies contribute to gap on capital costs
 - Use tax is the only dedicated source for capital projects
 - Most use tax goes to maintenance projects, not capital expansion
 - City does not charge impact fees on non-residential development
 - Other similar industrial development in the City will have similar impacts as modeled here

Water

- \$539 million in water supply costs to serve this 7,900-acre area
- Water needs to be acquired ahead of development to ensure supply is available to provide service
- Desire to limit heavy water users
- Supply is increasingly competitive and unpredictable
- Preferable for City to control supply rather than for developers to bring water
 - Market gets more competitive with more buyers vying for water rights
- Water and wastewater fee structure (connection fees and user rates) needs to keep pace with actual cost of securing supply, treatment, and distribution
- Updated citywide Integrated Water Master Plan (IWMP) underway



Discussion: Boundary Change Considerations

Possible reasons in favor of boundary change

- **Boundary and Land Use Control** – Minimize unincorporated development not to City standards. If annexed in future, creates inconsistencies.
- **Partnerships** – Support Adams County in furthering development of Spaceport Colorado and related Subarea Plan.
- **Economic development** – Capture spinoffs from Spaceport. Well located future industrial land between DEN and Spaceport. Support job growth and tax base.
- **Water and Natural Resources** – Oversight of water use and sources on City's edge. Minimize aquifer drilling.
- **Future looking** – Aurora is well positioned to be a major center of jobs. Aurora has room to grow compared to many other metro area cities. Being on I-70 and close to DEN and Spaceport are assets.

Possible concerns

- **Water** – Desire to limit heavy water users. Water needs to be purchased ahead of development.
- **Non-Contiguous Intermittent Development** – Leapfrog development creates large capital costs without enough density to make them financially viable.
- **Market Need** – Abundance of undeveloped industrial/commercial land within city limits, especially in the NEATS study area.
- **Capital Costs** – Draft fiscal impact analysis indicates a significant shortfall in revenues for capital costs. The lack of non-residential impact fees contributes to the deficit on capital costs which affects all new non-residential development.
- **Abandoned Oil and Gas Wells** – Approximately 40 wells in study area that will need to be capped. City should be held harmless if annexed.

Questions for the Council

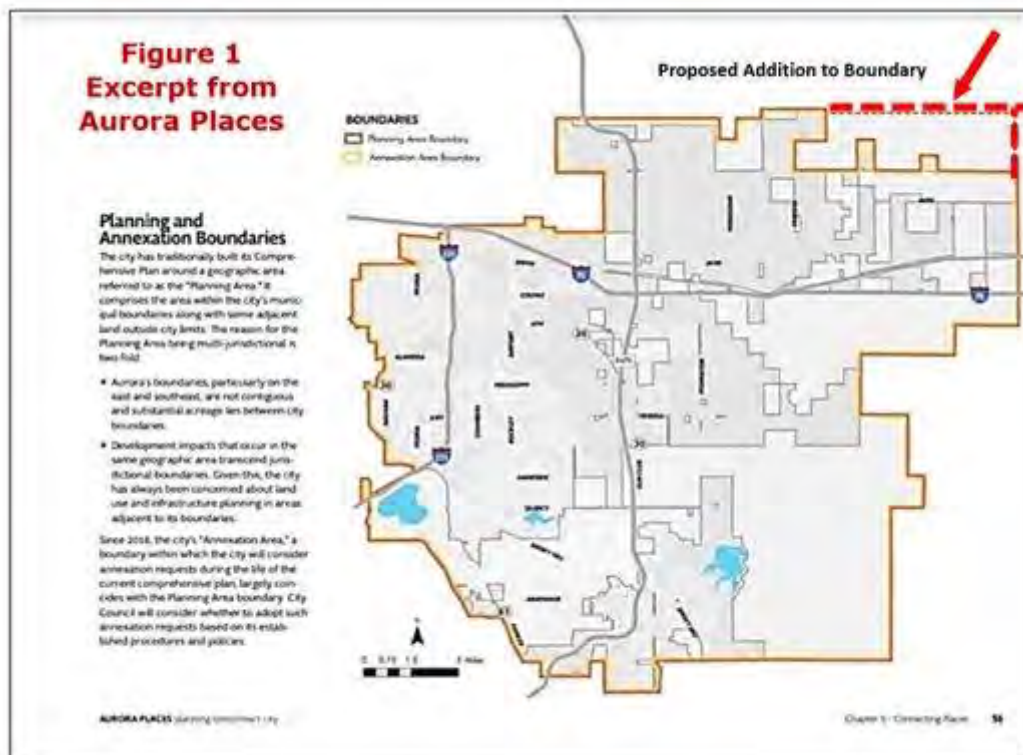
- **Does Council wish to proceed with the Comprehensive Plan Amendment to expand the city's Planning and Annexation Boundary in accordance with State requirements to define a 3 Mile Plan?** Notification and review by impacted property owners is required.
- Staff Team:
 - *Daniel Krzyzanowski, **Planning**, Land Use*
 - *Brian Duffany, **Economic & Planning Systems (Consultant)***
 - *Swirvine Nyirenda, **Water**, Wastewater and Stormwater infrastructure*
 - *John Schneebeck and Mark Hildebrand, **Police***
 - *Mathew Wasserburger and Wendy Lippman, **Fire***
 - *Greg Hays, **Finance***
 - *Curt Bish, **PROS***
 - *Matt Kozakowski, **Public Works***

City of Aurora Planning Commission Case Report

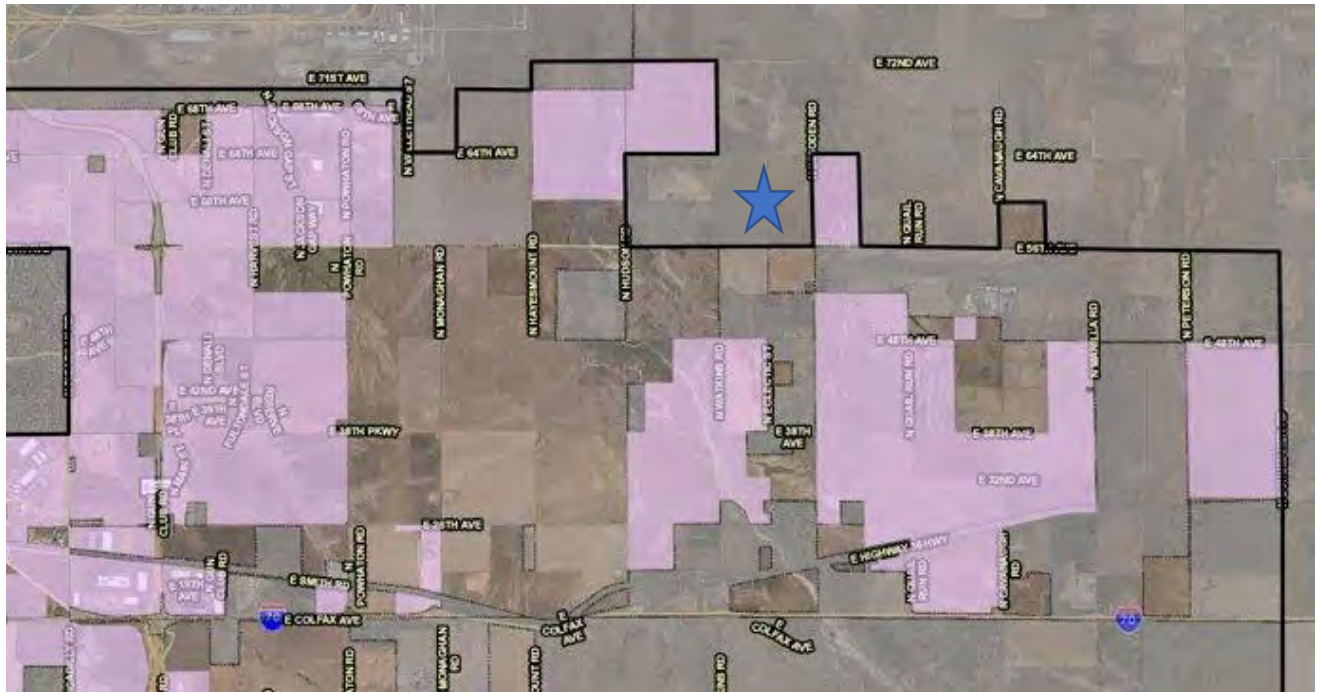
Project Title: Aurora Places Comprehensive Plan Amendment to Expand the Planning and Annexation Area Boundary
Date: February 22, 2023
Development Application Number: DA-2149-02
Case Number: 2023-1001-00
Case Manager: Daniel Krzyzanowski
Applicant: City of Aurora Planning and Development Services Department
General Location: South of E 72nd Avenue, West of Schumaker Road, North of 56th Avenue, and East of Hudson Road
Ward: North of Ward II

Project Summary:

This application for consideration is a proposed Comprehensive Plan amendment to expand Aurora’s Planning and Annexation boundary and assign a “Placetype” designation to the expanded area. As per code requirements, a Fiscal Impact Analysis is required prior to consideration of any expansion of the city’s Planning and Annexation boundary. Additionally, Colorado State Law requires all cities to adopt a “Three (3) Mile Plan.” A Three Mile Plan ensures that Colorado cities plan for future growth; align infrastructure needs; and plan for potential property impacts along city boundaries. The city of Aurora complies with this requirement within our adopted Aurora Places 2018 Comprehensive Plan as depicted below:



This request was initiated with an inquiry by the owner representatives of a property located southeast of Denver International Airport adjacent to Aurora. The property owners approached the city about potentially annexing into the city. The property is located just outside of the city's state-mandated Planning and Annexation Boundary adopted with the 2018 Aurora Place Comprehensive Plan. Only those properties located within the boundary are eligible for annexation.



The city's Unified Development Ordinance (UDO) requires that property owners provide a Fiscal Impact Analysis at their cost when requesting to annex into the city (Section 146-5.4.1.B.3.d). Because each annexation request outside the Planning and Annexation Boundary provides Council with an opportunity to evaluate expanding the boundary, staff proposed to initiate a Fiscal Impact Analysis that would encompass the property owner's parcel and also "square off" the current northern Planning and Annexation Boundary to include approximately 12 additional square miles, making approximately 85 parcels eligible for annexation should a property owner wish to petition for annexation.

In January of 2022, City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the fiscal impact analysis. The result of the analysis is summarized below.

Neighborhood Input:

A notification was sent to all property owners and public entities within the study area. There are no registered neighborhood organizations within the area. No comments were received.

Staff Request:

Staff is requesting that the Planning and Zoning provide a recommendation for a proposed amendment of the 2018 Aurora Places Comprehensive Plan that can be forwarded to the City Council for final consideration in accordance with Code Section 146-5.4.1.B.3.d

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on February 9, 2023. The city has mailed public hearing notices to all property owners within the subject area.

Community Referrals:

There are no registered neighborhood organizations within one mile of the planning boundary.

Conformance with Code Criteria:

Comprehensive Plan Adoption or Amendment:

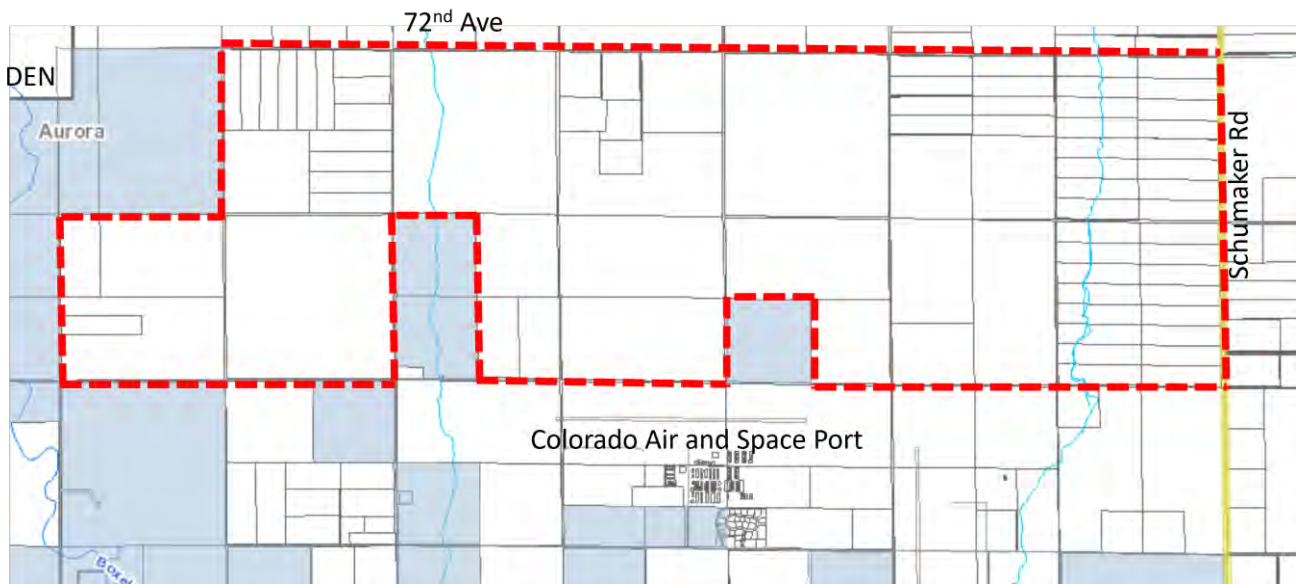
A Comprehensive Plan, or an amendment to the Comprehensive Plan, shall be recommended for approval and shall be approved, only if it promotes the long-term economic, social, and environmental health of the City and protects the public health, safety, and welfare of the citizens of Aurora. (Article 146-5.4.1(A)(3))

Article 146.5.4.1(A)(2)(b), Procedure:

The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a recommendation to the City Council regarding the application pursuant to all applicable provisions of Section 146-5.3. The Planning and Zoning Commission shall make all recommendations for amendments to the Comprehensive Plan by not less than a two-thirds vote of the entire membership of the Commission.

Application Information:

Applicant: City of Aurora Planning and Development Services Department
Owner: Multiple Owners (~85 parcels)
Project Manager: Daniel Krzyzanowski



Study area and proposed expansion of the city's planning and annexation boundary

At the January 24, 2022, Study Session, City Council voted unanimously to direct staff to prepare the fiscal impact analysis with consultant support. Economic and Planning Systems, Inc., (EPS) was contracted by the City of Aurora to research and prepare the Fiscal Impact Analysis and report. The assumptions and findings of the report are discussed below.

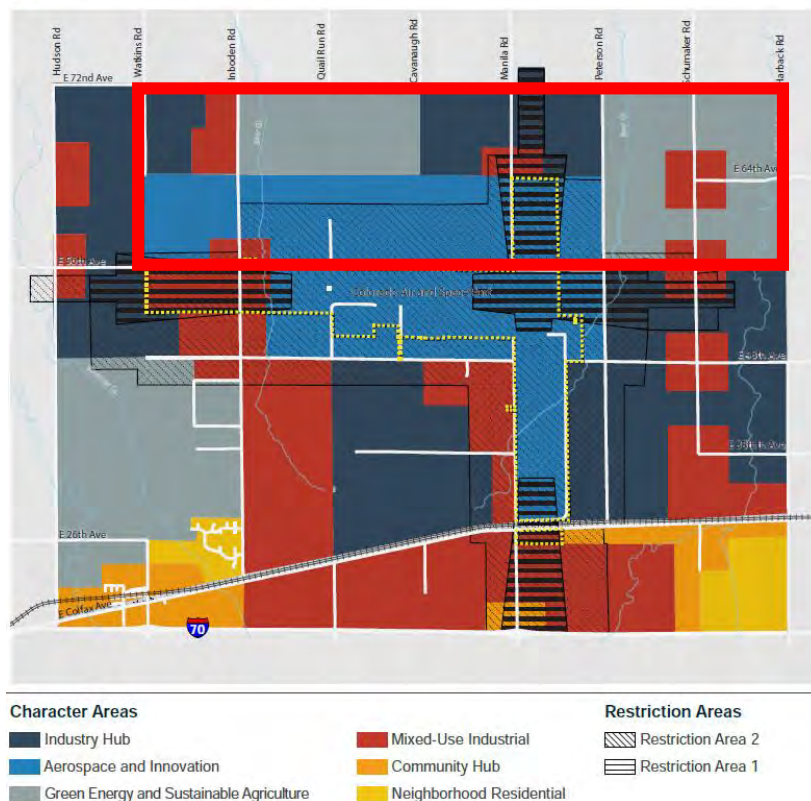
Staff presented an update on the study at the June 15, 2022, meeting of the Planning and Economic Development Policy Committee. At that time, the final report was under development and the Committee voted unanimously to move the item, and completed report, to a City Council Study Session. Staff briefed City Council on the final draft report and findings at their January 23, 2023, Study Session, at which time City Council directed staff to proceed with the formal amendment to the Comprehensive Plan.

Please note, inclusion of a property within the city’s Planning and Annexation Boundary does not assume nor require annexation into the city of Aurora, nor does it define any conditions of future annexations. All future annexations are subject to property owner application and current city codes, processes, and agreements.

Fiscal Impact Analysis:

The required Fiscal Impact Analysis was prepared by Economic and Planning Systems, Inc., (EPS) in conjunction with city staff. Staff from Planning, Public Works, Fire, Police, PROS and the Office of Development Assistance have been preparing the documentation that the city’s consultant used to model the fiscal impact should all properties in the study area annex into the city. Initially, Planning staff prepared a land use plan that is based on the Colorado Air and Space Port Subarea Plan approved by the Adams County Commissioners in the latter part of 2021. Only **non-residential land uses are permitted in this area**, because of multiple overlapping airport noise overlay districts.

Figure 5-4 Future Land Use Plan



Planning staff then worked with the consultant to refine the land use plan and convert proposed land uses into a matrix suitable for modeling. Aurora Water staff worked with Planning staff and the consultant to translate the land use into water, wastewater and stormwater infrastructure and water resources needed to serve the new land uses. PROS has identified one major trail corridor that is located in the study area. Police and Fire are relying on case studies from Majestic Commerce Center, CentreTech, Industrial Rail, Distribution Warehouse development and other existing non-residential land uses to help service departments estimate service levels at full buildout. Input on costs to serve the study area were provided to the consultant and have been incorporated into the fiscal impact analysis. The city's consultant, Economic and Planning Systems, Inc., generated the Fiscal Impact Analysis and the report is attached. The report provides an overview of the study's methodology and assumptions and estimated fiscal impacts to the city for both (one-time) capital and (ongoing) operational expenses and revenues.

Key findings from the report include:

Annual revenues include property tax, business personal property tax, and sales tax, estimated at \$18.1 million per year. Annual operating and maintenance expenditures include road maintenance, fire department staffing, police department staffing, and parks maintenance, estimated at \$14.0 million per year. This yields an estimated annual net positive impact of \$4.1 million per year.

However, one-time capital cost impacts for the buildout of the subject area yield a negative estimated fiscal impact of approximately \$120.9 million, or a net negative \$6.0 million per year annualized over 20 years. These major capital expenditures include construction and equipment for fire and police service, construction of a trail corridor, and some road construction. One-time revenues include use tax, estimated at \$62.0 million, or \$3.1 million per year annualized over 20 years.

Additional methodology, assumptions, and detailed calculations are provided in the attached fiscal impact analysis report.

Comprehensive Plan Amendment:

The draft amendment has two parts: (1) an expanded Planning and Annexation Boundary and (2) a Placetype designation for the expanded area. The city's Planning and Annexation Boundary can be found on page 51 of the Comprehensive Plan and is proposed to be expanded by approximately 12.3 square miles, generally north of the Colorado Air and Space Port.

Additionally, the Comprehensive Plan uses "Placetype" designations for all areas within the Planning and Annexation Boundary to identify future land use and development character. Much of northeast Aurora is designated as "Industry Hub", which describes areas that are "primarily dedicated to a mix of commercial and industrial uses and can be a significant employment center." If the Commission votes to recommend expansion of the planning and annexation boundary, Staff recommends that the expanded area be designated as "Industry Hub" placetype.

Considerations in favor of and potential concerns about the proposed boundary change are as follows:

Possible reasons in favor of the boundary change:

- Boundary and Land Use Control – Minimize unincorporated development not to City standards. If annexed in future, creates inconsistencies.
- Partnerships – Support Adams County in furthering development of Spaceport Colorado and related Subarea Plan.
- Economic development – Capture spinoffs from the Colorado Air and Space Port (CASP). Well located future industrial land between DEN and CASP. Support job growth and tax base.
- Water and Natural Resources – Oversight of water use and sources on city's edge. Minimize aquifer drilling.

- Future looking – Aurora is well positioned to be a major center of jobs. Aurora has room to grow compared to many other metro area cities. Being on I-70 and close to DEN and Spaceport are assets.

Possible concerns about the boundary change:

- Water – Desire to limit heavy water users. Water needs to be purchased ahead of development.
- Non-Contiguous Intermittent Development – Leapfrog development creates large capital costs without enough density to make them financially viable.
- Market Need – Abundance of existing, undeveloped industrial/commercial land within city limits, especially in the North East Area Transportation (NEATS) study or Aerotropolis area.
- Capital Costs – Fiscal Impact Analysis indicates a significant shortfall in revenues for capital costs. The lack of non-residential impact fees contributes to the deficit on capital costs which affects all new non-residential development.
- Abandoned Oil and Gas Wells – Approximately 40 wells in study area that will need to be capped. City should be held harmless if annexed.

Exhibits:

- Exhibit A Fiscal Impact Analysis Report
- Exhibit B Proposed Comprehensive Plan Exhibit

Land Use Analysis

Item	Existing	Proposed
Zoning	Adams County A-3, DIA, and I-1	Airport District – AD (If properties are annexed)
Land Use	Vacant/agricultural	No change
Parcels	Multiple parcels totaling approximately 12.3 square miles (7,889.4 acres)	No change

Surrounding Properties

Direction	Zoning	Actual Use
North	Adams County A-3	Vacant/agricultural
East	Adams County A-3	Vacant/agricultural
South	Airport District (AD); and Adams County AV and A-3	Colorado Air and Space Port; vacant parcels and nearest Aurora master planned developments, TransPort and Porteos to the southwest
West	Airport District (AD)	Vacant/agricultural

Considerations:

Staff has outlined considerations in favor of and potential concerns about the proposed boundary change.

For this request, there are three options available to the Commission, they are:

1. Recommend amendment to the Comprehensive Plan to revise the city's Planning and Annexation Boundary to include the additional approximately 12.3 square miles, as illustrated in the attached exhibit;
2. Recommend revision to the proposed amendment with an alternative smaller boundary; or
3. Recommend denial of the amendment to the Comprehensive Plan

Should the Commission choose to recommend approval of the proposed amendment, or revision to the proposed amendment, staff recommends the following language:

Approve the amendment to the Aurora Places Comprehensive Plan to expand the Planning and Annexation Boundary and assign the "Industry Hub" Placetype designation to the expanded area because it complies with the requirements of Code Section 146-5.4.1(A) of the Unified Development Ordinance.

Summary of Planning and Zoning Commission Votes
Regular Meeting of the Aurora Colorado Planning Commission

February 22, 2023

Agenda Item #	Item Description	Plg Dept Recom	Plg Comm Action*	Est. City Council Schedule**
7a.	AURORA PLACES – COMPREHENSIVE PLAN AMENDMENT (WardII) CASE MANAGER: Daniel Kryzanowski APPLICANT: City of Aurora Planning & Dev Serv Development Application: DA-2149-02 Case Number: 2023-1001-00 General Location: South of E 72 nd Avenue, west of Shumaker, north of 56 th Avenue, and east of Hudson Road	None	Approved For Approval: 6 For Denial: 1 (Ahern) Abstentions: 0 Absent: 0	City Council Meeting Date March 13, 2023
7b.	ELMIRA NORTH – SITE PLAN (Ward I) CASE MANAGER: Liz Fuselier APPLICANT: Paradigm Systems, Inc Development Application: DA-2029-02 Case Number: 2017-6009-01 General Location: Northwest corner of 25 th Avenue and Elmira Street Conditions: 1. Resolution of outstanding technical issues including required cul-de-sac improvements prior to recordation of the Site Plan mylars and issuance of any building permits.	Approve with one condition	Approved with one condition For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7c.	REHOBOTH VILLAGE – SITE PLAN (Ward IV) CASE MANAGER: Rachid Rabbaa APPLICANT: United Property Developers/Dominion Construction Development Application: DA-1013-16 Case Number: 2022-4038-00 General Location: Northwest corner of E Evans Avenue and S Sable Boulevard Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	Approved with one condition For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7d.	TAKE 5 AT VILLAGE GREEN PLAZA – CONDITIONAL USE FOR VEHICLE SERVICE IN MU-C (Ward IV) CASE MANAGER: Rachid Rabbaa APPLICANT: QS Holdings Development Application: DA-1863-01 Case Number: 1981-6026-14 General Location: Southwest corner of E Mississippi Avenue and S Chambers Road	Approve	Approved For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7e.	TAKE 5 AT VILLAGE GREEN PLAZA – SITE PLAN (Ward IV) CASE MANAGER: Rachid Rabbaa APPLICANT: QS Holdings Development Application: DA-1863-01 Case Number: 1981-6026-13 General Location: Southwest corner of E Mississippi Avenue and S Chambers Road Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	Approved with one condition For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023

Agenda Item #	Item Description	Plg Dept Recom	Plg Comm Action*	Est. City Council Schedule**
7f.	QUIKTRIP 4235 AT MAJESTIC COMMERCENTER – CONDITIONAL USE FOR A FUELING STATION IN MU-C (Ward II) CASE MANAGER: Erik Gates APPLICANT: Quiktrip Corporation Development Application: DA-1127-41 Case Number: 2022-6030-01 General Location: Northeast corner of Tower Road and E 32 nd Parkway	Approve	Approved For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7g.	QUIKTRIP 4235 AT MAJESTIC COMMERCENTER –SITE PLAN (Ward II) CASE MANAGER: Erik Gates APPLICANT: Quiktrip Corporation Development Application: DA-1127-41 Case Number: 2022-6030-00 General Location: Northeast corner of Tower Road and E 32 nd Parkway Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with one condition	Approved with one condition For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023
7h.	POMEROY EAST SOUTHLANDS III TOWNHOMES – SITE PLAN WITH ADJUSTMENT (Ward VI) CASE MANAGER: Ariana Muca APPLICANT: The Garret Companies Development Application: DA-1670-08 Case Number: 2022-4048-00 General Location: Southeast corner of S DeGaulle Street and E Ida Place Conditions: 1. Resolution of outstanding technical issues prior to the recordation of the Site Plan and issuance of any building permits.	Approve with three adjustments and one condition	Approved with three adjustments and one condition For Approval: 7 For Denial: 0 Abstentions: 0 Absent: 0	Call-up Deadline March 27, 2023

PLEASE NOTE:* Planning Commission approvals and denials are always listed in terms of the APPLICANT’S original request, regardless of whether the Commission’s motion was phrased as a motion to approve or to deny. For example, Commission members voting FOR a motion to ACHIEVE deny approval are listed as voting for “denial”.
 ** City Council hearing dates listed are preliminary—final dates may be subject to change.

To review staff reports and Planning Commission back up please review “Packets” at https://www.auroragov.org/city_hall/boards_commissions/planning_zoning_commission

If you want to review the draft minutes or listen to the recording please contact Susan Chapel in the Planning Department at schapel@auroragov.org