



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, September 19, 2023
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

Call to Order

Pledge of Allegiance

Roll Call

Persons to Address Council - This portion of the Agenda is provided to allow members of the audience to present comments to the City Council. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement or your question may be directed to the appropriate staff member for follow-up. Please limit the time of your comments to three (3) minutes - Mayor Hubbard

Approval of Agenda

Review of Accounts Payables

a. September 19, 2023 Accounts Payable

Consent Agenda - Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda items unless a Councilmember so requests, in which case the item may be removed/moved from the Consent Agenda.

- a. September 5, 2023 City Council Meeting Minutes**
- b. AM 2023-133 Approve the 2023 Colorado Big Thompson assessment from Northern Colorado Water Conservancy District for an amount not to exceed \$167,990.70**
- c. AM 2023-134 Accepting the 2024 CIRSA Property Casualty, Renewal Quotation Estimated to be \$53,7446.36**
- d. AM 2023-137 Approve a Resolution for an Intergovernmental Agreement for the Weld County On-Demand Transit Program to Operate in the City of Fort Lupton to Provide Service for Residents of the City**

Action Memorandum

- a. AM 2023-135 Award of Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed \$1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant**
- b. AM 2023-136 Approve Change Order Number 5 to Contract Agreement with Colorado Paving Inc. for College Ave/9th St Repaving Project for an Amount Not to Exceed \$43,754.80 from the Street Sales Tax Fund - Patching & Crack Sealing Budget**
- c. AM 2023-138 A Motion to Direct the City of Fort Lupton Planning Department to File the Local Government Affordable Housing Commitment in Order to Participate in Funding Programs Associated with Proposition 123 – Colorado Statewide Affordable Housing Fund (Prop 123-C.R.S. 29-32-101 – 29-32-106)**

Staff Reports

Mayor/Council Reports

Future City Events

a. September 19, 2023 Upcoming Events

Upcoming Meetings

- a.** September 26, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 3, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 10, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 17, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
October 21, 2023 Budget Retreat, City Hall, 130 S. McKinley Ave. 9:00 a.m.

Adjourn

Check Report

City of Fort Lupton

By Check Number

Date Range: 09/06/2023 - 09/19/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount	Payment Amount Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000974	ALARM DETECTION SYSTEMS, INC.	09/12/2023	Regular		0.00	220.00	86128
SI-599036	Invoice	08/28/2023	GOLF-SECURITY SYSTEM REPAIR-...		0.00	220.00	
000160	BREAKTHRU BEVERAGE COLORADO	09/12/2023	Regular		0.00	1,057.28	86129
111930640	Invoice	08/31/2023	GOLF-BEVERAGES-PRO SHOP		0.00	1,057.28	
002853	BUCKEYE CLEANING CENTER	09/12/2023	Regular		0.00	218.55	86130
90519712 CR	Credit Memo	08/09/2023	GOLF-JANITORIAL SUPPLIES-PRO ...		0.00	-62.25	
90519713 CR	Credit Memo	08/09/2023	GOLF-JANITORIAL SUPPLIES-PRO ...		0.00	-138.75	
90522446	Invoice	08/21/2023	GOLF-JANITORIAL SUPPLIES-PRO ...		0.00	419.55	
000241	CITY OF FT LUPTON-UTIL INVOICE	09/12/2023	Regular		0.00	4,995.00	86131
110249001 AU...	Invoice	08/31/2023	Water/Sewer Bill-Golf		0.00	409.08	
110252001 AU...	Invoice	08/31/2023	Water/Sewer Bill-Golf		0.00	4,394.46	
110252101 AU...	Invoice	08/31/2023	Water/Sewer Bill-Golf		0.00	136.64	
770214501 AU...	Invoice	08/31/2023	Water/Sewer Bill-Golf		0.00	54.82	
000361	DBC IRRIGATION SUPPLY	09/12/2023	Regular		0.00	2,829.10	86132
S5163180.001	Invoice	08/24/2023	GOLF-INLET VALVE/INTERNAL ASS...		0.00	2,829.10	
002878	DC DIRTWORKS LLC	09/12/2023	Regular		0.00	95.00	86133
082923	Invoice	08/29/2023	GOLF-BACKFLOW PREVENTER VA...		0.00	95.00	
002723	EAGLE ROCK COMPANY OF COLO	09/12/2023	Regular		0.00	220.40	86134
11699887	Invoice	09/05/2023	GOLF-BEVERAGES-PRO SHOP		0.00	220.40	
000512	FUZION FIELD SERVICES LLC	09/12/2023	Regular		0.00	251.90	86135
304625	Invoice	09/01/2023	GOLF-MONTHLY RENTAL-MAINT		0.00	251.90	
000567	HIGH COUNTRY BEVERAGE CORP	09/12/2023	Regular		0.00	279.40	86136
W-6595055	Invoice	09/05/2023	GOLF-BEVERAGES-PRO SHOP		0.00	279.40	
003120	HUDSON LOCKERS, INC	09/12/2023	Regular		0.00	100.00	86137
327	Invoice	09/03/2023	GOLF-SNACKS-PRO SHOP		0.00	100.00	
000999	SHAMROCK FOODS COMPANY	09/12/2023	Regular		0.00	2,657.10	86138
28850120	Invoice	08/31/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,118.06	
28860291	Invoice	09/04/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,539.04	
001022	SOUTHERN GLAZER'S OF CO	09/12/2023	Regular		0.00	282.96	86139
3207953	Invoice	08/30/2023	GOLF-BEVERAGES-PRO SHOP		0.00	282.96	
001052	SWIRE COCA-COLA, USA	09/12/2023	Regular		0.00	1,009.25	86140
37394414008	Invoice	09/01/2023	GOLF-BEVERAGES-PRO SHOP		0.00	1,009.25	
001207	WESTERN DISTRIBUTING INC	09/12/2023	Regular		0.00	80.70	86141
761923	Invoice	09/01/2023	GOLF-BEVERAGES-PRO SHOP		0.00	80.70	
001225	YAMAHA MOTOR CORP	09/12/2023	Regular		0.00	10,798.08	86142
818557	Invoice	08/28/2023	GOLF-CART LEASE-PRO SHOP		0.00	10,798.08	
000024	ACE HARDWARE OF FORT LUPTON	09/19/2023	Regular		0.00	146.42	86143
100566	Invoice	08/31/2023	GOLF-WASP KILLER-MAINT		0.00	37.49	
100644	Invoice	09/07/2023	GOLF-BEARINGS/SUPPLIES/WHEEL...		0.00	146.93	
100647	Credit Memo	09/07/2023	GOLF-BEARINGS/WHEEL-MAINT		0.00	-38.00	
000048	AIRGAS USA LLC	09/19/2023	Regular		0.00	19.03	86144

Check Report

Date Range: 09/06/2023 - 09/19/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
5501980644	Invoice	08/31/2023	GOLF-CYLINDER RENTAL-MAINT		0.00	19.03	
001293	AMAZON.COM		09/19/2023	Regular	0.00	41.70	86145
1W6X-GQ11-X...	Invoice	09/05/2023	GOLF-TOILET SEAT-PRO SHOP		0.00	41.70	
000183	CALLAWAY GOLF SALES COMPANY		09/19/2023	Regular	0.00	237.72	86146
937003453	Invoice	08/31/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	237.72	
000307	COMCAST CABLE COMM, LLC		09/19/2023	Regular	0.00	298.54	86147
0120790 SEP23	Invoice	09/06/2023	GOLF-PHONE/INTERNET SERVICE-...		0.00	298.54	
002723	EAGLE ROCK COMPANY OF COLO		09/19/2023	Regular	0.00	336.50	86148
11725245	Invoice	09/11/2023	GOLF-BEVERAGES-PRO SHOP		0.00	336.50	
000567	HIGH COUNTRY BEVERAGE CORP		09/19/2023	Regular	0.00	143.20	86149
W-6600920	Invoice	09/11/2023	GOLF-BEVERAGES-PRO SHOP		0.00	143.20	
003120	HUDSON LOCKERS, INC		09/19/2023	Regular	0.00	205.00	86150
331	Invoice	09/12/2023	GOLF-SNACKS-PRO SHOP		0.00	205.00	
000636	JC GOLF ACCESSORIES		09/19/2023	Regular	0.00	119.87	86151
SI-191947	Invoice	09/07/2023	GOLF-MERCHANDISE-PRO SHOP		0.00	119.87	
000795	MILE HIGH TURFGRASS, LLC		09/19/2023	Regular	0.00	578.89	86152
10807	Invoice	09/06/2023	GOLF-SOLID TINE-MAINT		0.00	578.89	
000862	O'REILLY AUTO PARTS		09/19/2023	Regular	0.00	18.77	86153
4489-482917	Invoice	08/31/2023	GOLF-FOG CAPSULE/PUSH BUTTO...		0.00	18.77	
000999	SHAMROCK FOODS COMPANY		09/19/2023	Regular	0.00	3,009.39	86154
28860291 CR	Credit Memo	09/06/2023	GOLF-FOOD-PRO SHOP		0.00	-85.71	
28871041	Invoice	09/07/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,297.80	
28880211	Invoice	09/11/2023	GOLF-FOOD/PACKAGING-PRO SH...		0.00	1,797.30	
001026	SPECIALTY CIGARS, LLC		09/19/2023	Regular	0.00	582.89	86155
US16-30353857	Invoice	08/01/2023	GOLF-CIGARS-PRO SHOP		0.00	195.13	
US16-30374143	Invoice	08/01/2023	GOLF-CIGARS-PRO SHOP		0.00	97.21	
US16-30646793	Invoice	08/01/2023	GOLF-CIGARS-PRO SHOP		0.00	97.21	
US16-31311206	Invoice	08/28/2023	GOLF-CIGARS-PRO SHOP		0.00	193.34	
001052	SWIRE COCA-COLA, USA		09/19/2023	Regular	0.00	549.95	86156
37495661010	Invoice	09/08/2023	GOLF-BEVERAGES-PRO SHOP		0.00	549.95	
001137	UNITED POWER		09/19/2023	Regular	0.00	3,587.34	86157
1195001 AUG23	Invoice	09/06/2023	United Power		0.00	3,373.96	
1195701 AUG23	Invoice	09/06/2023	United Power		0.00	154.88	
19595600 AUG...	Invoice	09/06/2023	United Power		0.00	25.28	
6601202 AUG23	Invoice	09/06/2023	United Power		0.00	33.22	
001137	UNITED POWER		09/19/2023	Regular	0.00	1,081.34	86158

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1194602 AUG23	Invoice	09/06/2023	United Power	0.00	1,081.34	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	31	0.00	36,051.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	47	31	0.00	36,051.27

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Bank Code: Pooled Cash-Pooled Cash							
001293	AMAZON.COM		09/12/2023	Regular	0.00	3,075.59	100994
1DRK-WJRT-X...	Invoice	09/05/2023	IT Amazon Orders		0.00	3,075.59	
002876	AUGUST SCHELL ENTERPRISES, INC.		09/12/2023	Regular	0.00	2,900.00	100995
CL-S-0829232	Invoice	09/07/2023	Splunk Annual Renewal		0.00	2,900.00	
000108	AUSMUS LAW FIRM PC		09/12/2023	Regular	0.00	6,500.00	100996
8318	Invoice	09/01/2023	GF-LEGAL FEES- CITY ATTORNEY		0.00	6,500.00	
001820	BADGER METER		09/12/2023	Regular	0.00	1,750.41	100997
80137267	Invoice	08/30/2023	UF-BEACON HOSTING/CELL LTE S...		0.00	1,750.41	
000211	CH2M		09/12/2023	Regular	0.00	75,868.00	100998
D3410907-05	Invoice	09/01/2023	UF- Expansion Project Design -WTP		0.00	75,868.00	
000230	CINTAS FIRST AID & SAFETY		09/12/2023	Regular	0.00	353.32	100999
5172085372	Invoice	09/07/2023	REC-FIRST AID SUPPLIES-REC		0.00	353.32	
000241	CITY OF FT LUPTON-UTIL INVOICE		09/12/2023	Regular	0.00	49,546.46	101000
110035001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,951.75	
110221001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	553.45	
110222001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	791.95	
110251001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,543.73	
330025001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	233.65	
330031001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,205.95	
330045001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	155.60	
330092001 AU...	Invoice	08/31/2023	GF-7/21-8/21 WATER USAGE-5TH & ...		0.00	856.15	
330166001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	113.90	
330920000 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	34.65	
550055501 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	162.84	
550057001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	548.35	
550057601 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,926.02	
550057701 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	6,281.65	
660092001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,003.03	
770109501 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	34.65	
770116501 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	760.32	
770229001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	1,558.67	
770229501 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	2,140.44	
770229601 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	37.40	
770231101 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	165.40	
990004001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	158.68	
990004101 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	98.32	
990005001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	260.61	
990006001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	168.05	
990007001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	347.70	
990008001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	100.73	
990132001 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	26,187.86	
999910000 AU...	Invoice	08/31/2023	Water/Sewer Bill-City		0.00	164.96	
	Void		09/12/2023	Regular	0.00	0.00	101001
002266	COLORADO PAVING INC		09/12/2023	Regular	0.00	224,620.09	101002
2021-908	Invoice	09/08/2023	College and 9th St Paving Project		0.00	24,768.50	
2021-908/1	Invoice	09/08/2023	SST - CO #3 9th St Paving + College ...		0.00	164,329.14	
2021-908/2	Invoice	09/07/2023	SST-COLLEGE & 9TH PROJECT CO...		0.00	35,522.45	
000307	COMCAST CABLE COMM, LLC		09/12/2023	Regular	0.00	659.85	101003
0116038 SEP23	Invoice	08/27/2023	REC-SEP23 PHONE SERVICE		0.00	178.15	
0117309 SEP23	Invoice	08/14/2023	REC-CABLE/MUSIC		0.00	269.25	
0147405 SEP23	Invoice	08/20/2023	CPR-INTERNET/PHONE-SPR		0.00	212.45	
003282	FARNSWORTH GROUP, INC		09/12/2023	Regular	0.00	17,535.25	101004

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Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
244940	Invoice	09/07/2023	SST-WCR 12 RAILROAD CROSSING...		0.00	17,535.25	
000485	FORT LUPTON HIGH SCHOOL	09/12/2023	Regular		0.00	762.00	101005
SPAG. DINNER.	Invoice	08/31/2023	GF-SILENT AUCTION PROCEEDS-C...		0.00	762.00	
001551	GARRETT HACKETT	09/12/2023	Regular		0.00	41.09	101006
090723	Invoice	09/07/2023	GF-PURCHASE REIMBURSEMENT-...		0.00	41.09	
003336	GRESIA MADERA	09/12/2023	Regular		0.00	25.00	101007
2007239	Invoice	08/01/2023	REC-TEEN PROGRAM REFUND		0.00	25.00	
002674	HAYES POZNANOVIC KORVER, LLC	09/12/2023	Regular		0.00	2,072.50	101008
48742	Invoice	09/07/2023	WST-AUG2023 LEGAL FEES-WATER		0.00	2,072.50	
003377	ION SOLAR	09/12/2023	Regular		0.00	1,404.28	101009
23FTL-00315-R	Invoice	09/07/2023	GF-REFUND FOR PERMIT-COM DEV		0.00	917.88	
23FTL-00329-R	Invoice	09/07/2023	GF-PERMIT FEES REFUND-COM D...		0.00	486.40	
001762	KAITLYNN M WALKER	09/12/2023	Regular		0.00	66.14	101010
090723	Invoice	09/07/2023	GF-PURCHASE REIMBURSEMENT-...		0.00	66.14	
003378	KAYLA LO	09/12/2023	Regular		0.00	180.00	101011
2007307	Invoice	08/30/2023	REC-SWIM LESSONS REFUND		0.00	180.00	
003101	LANGUAGELINE SOLUTIONS	09/12/2023	Regular		0.00	99.00	101012
92138	Invoice	09/07/2023	GF-BALLOTISSUE-CC		0.00	99.00	
000735	LL JOHNSON DISTRIBUTING	09/12/2023	Regular		0.00	199.68	101013
1150218-01	Invoice	08/31/2023	GF-STAT CONTROL-PARKS		0.00	199.68	
000869	OPERATIONS MANAGEMENT INT	09/12/2023	Regular		0.00	130,537.55	101014
351230-24-10	Invoice	10/01/2023	OMI Monthly Allocations		0.00	130,537.55	
003376	OUTPUT SERVICES, INC.	09/12/2023	Regular		0.00	447.55	101015
P1392	Invoice	09/06/2023	UF-EYE ON WATER LETTERS POS...		0.00	447.55	
003213	PRAIRIE DOG PROS	09/12/2023	Regular		0.00	600.00	101016
2132	Invoice	08/19/2023	GF-MONTHLY MAINTENANCE-PW ...		0.00	600.00	
002265	QUADIENT FINANCE USA INC	09/12/2023	Regular		0.00	327.18	101017
80877446 AUG..	Invoice	08/27/2023	GF-POSTAGE RECHARGES		0.00	327.18	
003380	SHIRLEY HAINES	09/12/2023	Regular		0.00	20.00	101018
2007304	Invoice	08/24/2023	GF-TRAPPERS DAY BOOTH REFUN...		0.00	20.00	
001624	STATE OF COLORADO	09/12/2023	Regular		0.00	3,031.42	101019
000010399	Invoice	08/31/2023	UF-BILLS/LATE NOTICES-UB		0.00	3,031.42	
001040	STERICYCLE	09/12/2023	Regular		0.00	133.82	101020
3006588540	Invoice	09/01/2023	REC-BIOHAZARD SERVICE		0.00	133.82	
003379	SWABBCO	09/12/2023	Regular		0.00	65.00	101021
2007308	Invoice	08/31/2023	REC-SHELTER REFUND		0.00	65.00	
003297	SWEET PEA CLEANING, LLC	09/12/2023	Regular		0.00	1,564.00	101022
7977	Invoice	08/21/2023	REC-AUGUST CLEANING-REC		0.00	1,564.00	
002659	TAIT & ASSOCIATES, INC.	09/12/2023	Regular		0.00	732.20	101023
158930	Invoice	08/28/2023	SST-AM2021-204 Engineer Harrison 1..		0.00	732.20	
001343	TIME CLOCK PLUS	09/12/2023	Regular		0.00	68.40	101024
INV00291477	Invoice	08/29/2023	GF-ANNUAL CLOCKABLE EE LICEN...		0.00	68.40	
001137	UNITED POWER	09/12/2023	Regular		0.00	9,454.45	101025
56435	Invoice	09/07/2023	Light Pole Repair 9th/College		0.00	9,454.45	
001149	UTILITY NOTIFICATION CENTER	09/12/2023	Regular		0.00	549.54	101026

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223080625	Invoice	09/07/2023	GF-UTILITY LOCATES AUG 2023-ST...		0.00	549.54	
001156 9943010273	VERIZON WIRELESS SVCS LLC Invoice	09/12/2023 08/26/2023	Regular Verizon Bill		0.00 0.00	5,160.55 5,160.55	101027
001963 7243054V311	WASTE CONNECTIONS OF COLO, INC Invoice	09/12/2023 09/01/2023	Regular UF-AUG23 TRASH SERVICE-UB		0.00 0.00	364.46 364.46	101028
001189 AUG23 FUEL...	WELD COUNTY ACCTG DEPART Invoice	09/12/2023 08/31/2023	Regular GF-AUG FUEL CHARGES		0.00 0.00	11,318.79 11,318.79	101029
001208 29765	WHITE BEAR ANKELE TANAKA & WALDF Invoice	09/12/2023 09/07/2023	Regular GF-LEGAL FEES-COM DEV		0.00 0.00	1,609.78 1,609.78	101030
003343 3283	WILDLIFE INC Invoice	09/12/2023 08/29/2023	Regular Professional Bat Control / Removal		0.00 0.00	3,962.00 3,962.00	101031
001224 842866884	XCEL ENERGY-GAS Invoice	09/12/2023 08/30/2023	Regular Xcel Gas Bill		0.00 0.00	182.75 182.75	101032
000031 INV398592 INV401253 INV401270 INV401567 INV401605 INV401607 INV401631 INV401761 INV401765 INV402014	ADAMSON POLICE PRODUCTS Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	09/19/2023 09/14/2023 08/21/2023 08/21/2023 08/28/2023 08/29/2023 09/14/2023 08/29/2023 08/31/2023 08/31/2023 09/07/2023	Regular GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD GF-SUPPLIES-PD		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	688.19 7.19 90.00 61.75 259.00 12.95 12.95 6.95 158.40 63.00 16.00	101033
001293 1K31-C7L6-X... 1LC7-ND79-XX... 1W4R-CGM7-...	AMAZON.COM Invoice Credit Memo Credit Memo	09/19/2023 09/05/2023 09/05/2023 09/05/2023	Regular GF-TRAPPERS DAY SUPPLIES-COM.. GF-BURLAP BAGS-COM EVENTS GF-BURLAP BAGS-COM EVENTS		0.00 0.00 0.00 0.00	1,984.56 2,023.54 -23.99 -14.99	101034
000136 6578A	BG'S JAPANESE DESIGNS Invoice	09/19/2023 09/04/2023	Regular GF-EMBROIDERY-PD		0.00 0.00	192.00 192.00	101035
002266 2023-01	COLORADO PAVING INC Invoice	09/19/2023 09/12/2023	Regular SST-HARRISON FROM 4TH-9TH-ST...		0.00 0.00	5,685.00 5,685.00	101036
000306 181521872	COMCAST BUSINESS Invoice	09/19/2023 09/01/2023	Regular GF-INTERNET SVCS-GF		0.00 0.00	2,210.82 2,210.82	101037
000307 0208785 SEP23	COMCAST CABLE COMM, LLC Invoice	09/19/2023 09/04/2023	Regular GF-SEP23 INTERNET SRVC-PLANN...		0.00 0.00	246.23 246.23	101038
001517 T435287 T435297	CORE&MAIN LP Invoice Invoice	09/19/2023 08/31/2023 08/31/2023	Regular UF-CURB BOX REPAIR-W LINES UF-CURB BOX REPAIR-W LINES		0.00 0.00 0.00	330.26 60.55 269.71	101039
000423 083123	EDWARD P ARAGONI Invoice	09/19/2023 08/16/2023	Regular GF-ENTERTAINMENT-GF		0.00 0.00	1,400.00 1,400.00	101040
001919 091423	FUREVERDOG RESCUE AND BOARDING Invoice	09/19/2023 09/01/2023	Regular GF-DOG BOARDING-PD		0.00 0.00	65.00 65.00	101041
000546 116	GREEN MILL SPORTSMAN'S CLUB Invoice	09/19/2023 09/07/2023	Regular GF-RANGE USE/OFFICER TRINING-...		0.00 0.00	600.00 600.00	101042
000597 1101090565	INSIGHT PUBLIC SECTOR INC Invoice	09/19/2023 09/07/2023	Regular Memory for Desktops		0.00 0.00	1,475.88 1,475.88	101043
003101	LANGUAGELINE SOLUTIONS	09/19/2023	Regular		0.00	145.14	101044

Check Report

Date Range: 09/06/2023 - 09/19/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
11087097	Invoice	08/31/2023	GF-PHONE INTERPRETATION-PD		0.00	145.14	
003143 236410	LEGAL AND LIABILITY RISK MANAGEMEN Invoice	09/19/2023 08/16/2023	Regular GF-TRAINING CLASS-PD		0.00 0.00	550.00 550.00	101045
000745 083123	LOUIS A GRESH Invoice	09/19/2023 08/31/2023	Regular GF-DOCKETS-COURT		0.00 0.00	1,600.00 1,600.00	101046
000861 091323	NVAA Invoice	09/19/2023 09/06/2023	Regular CPR-VOLLEYBALL DUES-CPR		0.00 0.00	875.00 875.00	101047
000865 327509222001	OFFICE DEPOT Invoice	09/19/2023 08/25/2023	Regular GF-TONER-PW SHOP		0.00 0.00	137.68 137.68	101048
003044 2160K25213	PEAK FORM, LLC Invoice	09/19/2023 08/31/2023	Regular GF-EMPLOYMENT SCREENING-HR		0.00 0.00	240.00 240.00	101049
001643 0103949-IN	PROCEDURE INC Invoice	09/19/2023 09/13/2023	Regular GF-BUILDING INSPECTIONS-COMM...		0.00 0.00	113,401.59 113,401.59	101050
000932 10765 10766 10767 10768 10769 10771 10773 10774	R & M SERVICES Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	09/19/2023 08/17/2023 08/24/2023 08/25/2023 08/28/2023 08/28/2023 08/31/2023 09/07/2023 09/08/2023	Regular GF-OIL CHANGE-PD GF-TIRE REPAIR-PD GF-OIL CHANGE-PD GF-OIL CHANGE-PD GF-OIL CHANGE-PD GF-OIL CHANGE-PD GF-OIL CHANGE-PD GF-TIRE REPAIR-PD		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	954.76 403.30 19.99 75.86 98.75 85.60 157.41 103.85 10.00	101051
002981 563-1-63564	RED WING BUSINESS ADVANTAGE ACC Invoice	09/19/2023 08/31/2023	Regular GF-BOOTS-FACILITIES		0.00 0.00	150.00 150.00	101052
003150 0000030948	REDI SERVICES, LLC Invoice	09/19/2023 08/31/2023	Regular CEM-RESTROOM SERVICE		0.00 0.00	200.00 200.00	101053
001624 000015828	STATE OF COLORADO Invoice	09/19/2023 09/08/2023	Regular UF-BILLS/LATE NOTICES/WATER N...		0.00 0.00	7,032.25 7,032.25	101054
001040 8004640048	STERICYCLE Invoice	09/19/2023 08/31/2023	Regular GF-SHREDDING SERVICES-CITY C...		0.00 0.00	30.00 30.00	101055
001043 0030499-IN	STOPSTICK LTD Invoice	09/19/2023 08/29/2023	Regular GF-PIRANHA HIT KIT-PD		0.00 0.00	817.00 817.00	101056
001053 0472493	SYMBOL ARTS Invoice	09/19/2023 08/30/2023	Regular GF-COIN MOLD-PD		0.00 0.00	1,013.00 1,013.00	101057
001101 3539	TODD HODGES DESIGN, LLC Invoice	09/19/2023 09/10/2023	Regular GF-PLANNING SERVICES-COMM D...		0.00 0.00	9,157.50 9,157.50	101058
001137 10553102 AUG23 1195501 AUG23 1195603 AUG23 1196401 AUG23 1207701 AUG23 1223101 AUG23 1240301 AUG23 1241801 AUG23 1241903 AUG23 1276101 AUG23 1279801 AUG23 1295501 AUG23 1296101 AUG23	UNITED POWER Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	09/19/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023 09/06/2023	Regular United Power United Power United Power United Power United Power United Power United Power United Power United Power United Power United Power United Power		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	37,606.48 22.46 1,930.09 596.14 33.82 21.05 20.00 100.22 166.67 118.87 41.34 24.72 109.50 40.76	101059

Check Report

Date Range: 09/06/2023 - 09/19/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1299501 AUG23	Invoice	09/06/2023	United Power	0.00	112.00	
1302801 AUG23	Invoice	09/06/2023	United Power	0.00	2,127.28	
1302901 AUG23	Invoice	09/06/2023	United Power	0.00	100.65	
1316801 AUG23	Invoice	09/06/2023	United Power	0.00	1,191.93	
1322501 AUG23	Invoice	09/06/2023	United Power	0.00	4,616.13	
1360303 AUG23	Invoice	09/06/2023	United Power	0.00	42.37	
13842400 AUG23	Invoice	09/06/2023	United Power	0.00	63.26	
14427100 AUG23	Invoice	09/06/2023	United Power	0.00	110.06	
15232500 AUG23	Invoice	09/06/2023	United Power	0.00	22.57	
17149700 AUG23	Invoice	09/06/2023	United Power	0.00	53.71	
17761600 AUG23	Invoice	09/06/2023	United Power	0.00	20.02	
17868800 AUG23	Invoice	09/06/2023	United Power	0.00	20.00	
18057500 AUG23	Invoice	09/06/2023	United Power	0.00	573.90	
18498400 AUG23	Invoice	09/06/2023	United Power	0.00	838.02	
18762100 AUG23	Invoice	09/06/2023	United Power	0.00	23.52	
19545100 AUG23	Invoice	09/06/2023	United Power	0.00	374.04	
20040100 AUG23	Invoice	09/06/2023	United Power	0.00	165.33	
21675200 AUG23	Invoice	09/06/2023	United Power	0.00	187.73	
21675300 AUG23	Invoice	09/06/2023	United Power	0.00	26.83	
22185901 AUG23	Invoice	09/06/2023	United Power	0.00	20.44	
3399301 AUG23	Invoice	09/06/2023	United Power	0.00	52.13	
6612303 AUG23	Invoice	09/06/2023	United Power	0.00	21.07	
6779701 AUG23	Invoice	09/06/2023	United Power	0.00	8,474.14	
704901 AUG23	Invoice	09/06/2023	United Power	0.00	8,217.66	
7225800 AUG23	Invoice	09/06/2023	United Power	0.00	21.13	
726705 AUG23	Invoice	09/06/2023	United Power	0.00	20.00	
7280200 AUG23	Invoice	09/06/2023	United Power	0.00	21.59	
733101 AUG23	Invoice	09/06/2023	United Power	0.00	191.31	
762901 AUG23	Invoice	09/06/2023	United Power	0.00	31.15	
803908 AUG23	Invoice	09/06/2023	United Power	0.00	5,910.45	
8976200 AUG23	Invoice	09/06/2023	United Power	0.00	730.42	
	Void	09/19/2023	Regular	0.00	0.00	101060
	Void	09/19/2023	Regular	0.00	0.00	101061
002132	VECTOR DISEASE CONTROL	09/19/2023	Regular	0.00	3,301.20	101062
PI-A00013313	Invoice	09/01/2023	GF-Mosquito Management - PW	0.00	3,301.20	
002076	WELD COUNTY REGIONAL COMMUNICA	09/19/2023	Regular	0.00	248.00	101063
104107	Invoice	08/08/2023	GF-RADIO ACTIVATION-PD	0.00	248.00	
001203	WELD COUNTY SHERIFF'S OFFICE	09/19/2023	Regular	0.00	52.88	101064
1830 072023-1	Invoice	08/31/2023	GF-JAIL FEES-COURT	0.00	52.88	
001212	WILLIAMS AND WEISS CONSULTING	09/19/2023	Regular	0.00	3,145.00	101065
1873	Invoice	08/31/2023	Water Engineering Services	0.00	3,145.00	
003046	PERKINS + WILL, INC.	09/19/2023	EFT	0.00	210,955.16	9001426
222254.00-202...	Invoice	08/25/2023	RC-Design of Additions-Rec Center	0.00	210,955.16	
000119	BANK OF COLORADO	09/08/2023	Bank Draft	0.00	6,436.44	DFT0002247
INV0001450	Invoice	09/08/2023	HSA DISTRIBUTION	0.00	6,436.44	
000119	BANK OF COLORADO	09/08/2023	Bank Draft	0.00	790.83	DFT0002248
INV0001451	Invoice	09/08/2023	HSA DISTRIBUTION	0.00	790.83	
001416	VALIC_1	09/08/2023	Bank Draft	0.00	45,328.35	DFT0002249
INV0001452	Invoice	09/08/2023	VALIC - 457(b) \$ Contributions	0.00	45,328.35	
001265	IRS	09/08/2023	Bank Draft	0.00	76,191.64	DFT0002250
INV0001453	Invoice	09/08/2023	Federal Withholding	0.00	76,191.64	
001418	CO DEPARTMENT OF REVENUE	09/08/2023	Bank Draft	0.00	13,504.00	DFT0002251

Check Report

Date Range: 09/06/2023 - 09/19/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001454	Invoice	09/08/2023	CO Withholding	0.00	13,504.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	164	69	0.00	753,323.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	142,251.26
EFT's	1	1	0.00	210,955.16
	170	78	0.00	1,106,529.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	211	100	0.00	789,374.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	142,251.26
EFT's	1	1	0.00	210,955.16
	217	109	0.00	1,142,581.21

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2023	1,142,581.21
			1,142,581.21

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 5, 2023**

The City Council of the City of Fort Lupton met in a regular session at the City Complex, 130 South McKinley Avenue, the regular meeting place of the City Council, on Tuesday, September 5, 2023. Mayor Pro-Tem Chris Ceretto called the meeting to order at 6:00 p.m. and invited everyone to join him in the Pledge of Allegiance.

ROLL CALL

Mari Peña, City Clerk, called the roll. Those present were, Mayor Pro-Tem Chris Ceretto Councilmembers, Carlos Barron, Claud Hanes, Bruce Fitzgerald, Valerie Blackston and David Crespín. Mayor Zo Hubbard participated remotely.

Also present were City Administrator, Chris Cross, City Clerk, Mari Peña, City Attorney, Andy Ausmus, Sergeant Kaitlyn Walker and Finance Director, Leann Perino.

PROCLAMATIONS

Mayor Pro-Tem Ceretto proclaimed Suicide Awareness and Prevention Month for the Month of September. The Mayor Pro-Tem indicated that Mayor Hubbard will present the Bluedevil Homecoming Week Proclamation on September 8, 2023 at Fort Lupton High School.

PERSONS TO ADDRESS COUNCIL

There was no one to address the Council.

APPROVAL OF AGENDA

It was moved by Bruce Fitzgerald and seconded by Valerie Blackston to approve the agenda as presented. Motion passed unanimously on voice vote.

REVIEW OF ACCOUNTS PAYABLES

Council reviewed the September 5, 2023, payables; there were no questions or comments from the Mayor or Council.

CONSENT AGENDA

It was moved by Carlos Barron and seconded by David Crespín to approve the Consent Agenda as presented with the following items:

- August 15, 2023 City Council Meeting Minutes
- Second Reading Ordinance 2023-1158 Adopting an Ordinance of The City of Fort Lupton, Colorado, Repealing and Re-Enacting Chapter 16, Article X, Section 16-10.01 Floodplain Regulations of The City of Fort Lupton Municipal Code for the Flood Insurance Study, Weld County, Colorado and Incorporated Areas Effective October 14,

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 5, 2023**

2023

- Second Reading Ordinance 2023-1159 An Ordinance of the City of Fort Lupton, Amending Portions of Chapter 16 – Development Code
- Accepting a Bid Proposal from CTL Thompson, Inc. To Provide for Construction Observation and Materials Testing Services for the City of Fort Lupton Recreation Center Expansion for an Amount Not to Exceed \$36,591.00, Allocated from the Recreation Center Fund (AM 2023-129)
- Approving Resolution 2023R029 Appointing Alice Garboczi as a Professional Member of the Historic Preservation Board for a Three-year Term to Expire September 5, 2026 (AM 2023-131)

Motion passed unanimously on roll call vote.

ACTION MEMORANDUM

AM 2023-130 Approving a Proposal from United Power, Inc. for Underground Conversion of Power Lines Along Harrison Avenue from 9th Street South to 4th Street, Paid Through the Undergrounding Fund at a Cost of \$107,441.00

United Power has completed the design and cost estimate to convert the overhead power lines along Harrison Ave, serving the street lights from 9th St to 4th St, to underground and replacing the telephone pole/mast arm lights with LED fixture and new poles.

Once approval is given to United Power, the turn-around will be 16-20 weeks. Anticipated project should occur late 2023. This project will save the City \$483.70 per year (2 lights removed + 5 lights to LED)

It was moved by Claud Hanes and seconded by Valerie Blackston to approve the proposal from United Power, Inc. for Underground Conversion of Power Lines Along Harrison Avenue from 9th Street South to 4th Street, Paid Through the Undergrounding Fund at a Cost of \$107,441.00 Motion passed unanimously on roll call vote.

PUBLIC HEARING

AM 2023-132 Seeking Consideration by the Fort Lupton City Council Acting as the Local Licensing Authority for an Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave.

Mayor Pro-Tem Ceretto opened the public hearing at 6:10 p.m. City Clerk, Mari Peña stated that on July 18, 2023, the City Council acting as the Local Licensing Authority, held a public hearing on the application for Everyday Stores LLC dba Everyday 5722. During the public

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FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 5, 2023**

hearing, the applicant and its attorney, Erika M. Kaiser, appeared virtually and provided evidence of the “needs and desires” of the neighborhood as well as information on the operations of other businesses owned by the applicant. The motion to approve the application for a Fermented Malt Beverage and Wine License at 104 Denver Ave. for Everyday 5722 failed on a 3-3 vote of council members present. The applicant has requested the application be brought before the Local Licensing Authority for determination.

The City Attorney, Andy Ausmus, indicated to Ms. Erika Kaiser that Mayor Hubbard was participating remotely, and asked Ms. Kaiser if she consented to Mayor Hubbard appearing remotely. Ms. Kaiser responded yes. The City Attorney asked Mayor Hubbard if she can hear everything. Mayor Hubbard indicated she could hear and see the documents.

Ms. Kaiser proceeded with her presentation and asked Carol Johnson with Liquor Pros to present the results of the neighborhood petitioning. The City Attorney swore in Ms. Carol Johnson. Ms. Johnson explained the petitioning process and presented her results to the Council. All information included in the petitions is in the packet. She indicated that the June 27th results were favorable.

Ms. Kaiser asked the Council if there were any questions of Ms. Johnson. Mayor Hubbard stated that on the petition, it allows for signatures of owners or managers. The Mayor stated her issue is that of a manager at Ace Hardware’s Store (“Ace”). She stated, at Ace, they call everyone a manager. Ms. Johnson indicated that they ask the individual signing if he/she has hiring/firing capability and if the manager does, then he/she can sign. Mayor Hubbard stated that Ben Ibarra signed as a manager and he is not a general manager he is a shift manager.

Councilmember David Crespín asked for the reasoning of those in opposition. Ms. Johnson indicated that four (4) people placed the reason as “too many”. Three (3) did not provide a reasoning. The reasoning of opposition is not required, however, petitioners are asked if they’d like to write in the reason why.

Lastly, Ms. Johnson stated that the neighborhood was supportive of the application. There being no further questions of Ms. Johnson, Ms. Johnson was excused by Ms. Kaiser.

Ms. Kaiser called upon Mr. Harbans Lali, the applicant. The City Attorney swore in Mr. Lali. Mr. Lali stated he has been in business 20 years and owns 16 stores. Super America owns the building and land and Mr. Lali owns the business, the current lease is for a period of (ten) 10 years. Mr. Lali stated he has not had any problems with the law. However, there have been violations in his other businesses. If any employee sells alcohol to a minor, the employee is then terminated. In the last (5) years there were only 3 violations for sales to minors. Last year a new system was implemented to assist employees in verifying IDs for sales of alcohol. The ID is swiped to verify its validity. Mr. Lali understands it’s his responsibility and his business is doing their best, he doesn’t want any sales to minors. Because some employees are careless, the new

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 5, 2023**

system, at an approximate cost of \$700,000, was implemented to assist. Employees still receive responsible vendor training.

Councilmember Claud Hanes asked that if an employee is terminated for sales to minors, is the manager terminated as well. Since the manager is responsible for the employee, the manager should be terminated as well.

Mr. Lali stated if the employees made the sale, then the employee is terminated not the manager. If the manager does the sale then he is terminated. There have only been three (3) violations in the past three years those were in Denver, Garden City and Parker.

Mayor Hubbard stated she has worked in liquor stores. When an employee sells to a minor and is caught, does the remaining staff receive a refresher in training? Mr. Lali stated that staff is trained, yes.

David Crespín asked if employees receive training regarding how to identify a fake ID. Mr. Lali stated that all IDs must be scanned.

Councilmembers Valerie Blackston asked Mr. Lali how often he checks in on his stores. Mr. Lali explained that he has staff that do routine checkups. However, he goes to stores about every 4-8 weeks.

Mayor Pro-Tem Ceretto asked Mr. Lali if he's had a violation since implementing the new ID swiping system. Mr. Lali responded that there may have been one (1) where the employee did an override by manually imputing the date of birth.

Mayor Hubbard asked Mr. Lali if he requires signatures or other types of identification? Mr. Lali responded that employees only look at face to make sure it's the same person. Mayor Hubbard stated that sometimes a signature is very helpful because it's hard to match.

David Crespín also asked if a customer comes in who is visibly between the age of 50 or 60, does Mr. Lali require IDs. Mr. Lali responded stating the cashier will require an ID for anyone less than 50 years of age.

Ms. Kaiser had no further evidence to provide. Ms. Kaiser added that the needs and desires provided for in favor of the application. There have been violations, however only three (3) were in the last 5 years and the applicant has consistently continued to work to avoid violations. Employees are terminated if a violation occurs. If a manager has an employee with more than two (2) violations, they are terminated as well. All liquor rules are being implemented with training to staff. Lastly, Ms. Kaiser requested a favorably response on the application.

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The City Attorney asked Ms. Kaiser if she's had a full and fair opportunity to present her evidence. Ms. Kaiser responded 'yes'.

The City Attorney asked Mayor Hubbard if she was able to see and hear all evidence presented. Mayor Hubbard responded 'yes'.

The City Clerk indicated that posting and publication requirements were met.

Mayor Hubbard asked the City Attorney if the application could be approved with conditions particularly since the application was declined, is there the option to approve the license where they would be watched more careful than the normal.

The City Attorney stated that the application is either approved or denied. The City does compliance checks if it was determined that violations may exist.

Ms. Kaiser stated that at the previous hearing the motion was not successful on a 3-3 vote. There was no denial.

The City Attorney concurred.

Mayor Pro-Tem Ceretto asked if anyone from the public wished to speak for or against the proposal. Hearing none, Mayor Pro-Tem Ceretto closed the public hearing at 6:37 p.m.

It was moved by Carlos Barron and seconded by David Crespín to approve the Application Submitted by Everyday Stores LLC dba Everyday 5722 for a Fermented Malt Beverage and Wine License at 104 Denver Ave. Motion passed unanimously on roll call vote.

STAFF REPORTS

Chris Cross stated the grand opening of the library and spaghetti dinner were well attended.

Mari Peña stated the petitions were received and were found sufficient from the following candidates: Ward 1, David Crespín and Kellie Cruz, Ward 2, Bushrod White and Chris Ceretto, Ward 3, Bruce Fitzgerald.

MAYOR/COUNCIL REPORTS

Mayor Hubbard stated that there was a wonderful turnout at remodel and addition of the recreation center.

Councilmember Carlos Barron, asked that residents continue supporting sports. Fort Lupton is playing in Weld Central with Luis Salinas as coach. Councilmember Barron expressed pride in his

**RECORD OF PROCEEDINGS
FORT LUPTON CITY COUNCIL/ENTERPRISE BOARDS
September 5, 2023**

community and the sports.

Councilmember David Crespín, with regards to the proclamation, provided the emergency line for mental health, as 988. If anyone is overwhelmed and in need of support, give 988 a call.

FUTURE CITY EVENTS

September 5, 2023	Upcoming Events
September 8, 2023	28th Annual Trapper Days Golf Tournament
September 9, 2023	Tomato Festival Trapper Days
October 14, 2023	Pumpkinfest at the Fort, Historic Fort Lancaster, 2001 Historic Parkway, 3:00 p.m. – 8:00 p.m.

UPCOMING MEETINGS

September 12, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 19, 2023 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
September 26, 2023 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Mayor Hubbard stated she was nervous about bad behavior at football games and asked if there is a policy to have officers circulate during football events. Sergeant Walker responded that the School Resource Officers (SRO) will be attending the games and patrol staff swings by when available. Mayor Hubbard thank Sergeant Walker.

ADJOURNMENT

It was moved by David Crespín and seconded by Bruce Fitzgerald to adjourn the meeting at 6:44 p.m.

Submitted by,

Maricela Peña, City Clerk

Approved by City Council,

Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Approve the 2023 Colorado Big Thompson (CBT) assessment from Northern Colorado Water Conservancy District (NCWCD) for an amount not to exceed \$167,990.70

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CBT annual assessment of \$167,990.70 for the 2024 water year is due October 1, 2023. The charges are for 50-acre-feet of 2023 assessment at a rate of \$50.55 per acre-foot and 3,087 acre-feet of 2024 assessment at \$53.60 per acre-foot. This is a \$9,487.85 increase over the 2023 assessment of \$158,502.85.

FINANCIAL CONSIDERATIONS

There is \$2,527.50 due for the 2023 water year and will be expensed in the 2023 budget which has \$101,402 remaining. The 2023 assessment of \$165,463.20 will be accrued to the balance sheet in 2023 and expensed against the 2024 budget.

LEGAL/POLITICAL CONSIDERATIONS

None

ALTERNATIVES/OPTIONS

None

STAFF RECOMMENDATIONS

Approve the \$167,990.70 expenditure for the annual CBT Assessment

Attachments: a. Assessment from NCWCD

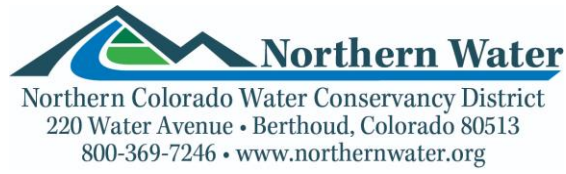
Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



August 31, 2023

Chris Cross
City of Fort Lupton
130 S McKinley Ave
Fort Lupton CO 80621

STATEMENT – ID 1730

Paragraph 4 of your Class B water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 50 acre-foot units of Colorado-Big Thompson Project water as follows:

2023 Water Year: 50 AFUs @ \$50.55 = \$2,527.50

Paragraph 4 of your Section 131 water allotment contract with the Northern Colorado Water Conservancy District provides for payment of assessment charges on 3,087 acre-foot units of Colorado-Big Thompson Project water as follows:

2024 Water Year: 3,087 AFUs @ \$53.60 = \$165,463.20

Total Due \$167,990.70

Payment is due on or before October 1, 2023. If you have any questions regarding this statement, please contact Sherri Rasmussen at (970) 622-2217.

Please return lower portion with your payment.

Class "B" assessment for: **City of Fort Lupton – ID 1730**

Please make payment to: **NORTHERN WATER**

Amount Due: **\$167,990.70**

Due Date: **October 1, 2023**

Amount Enclosed: _____

ACCOUNTS RECEIVABLE
NORTHERN WATER
220 WATER AVE
BERTHOUD CO 80513



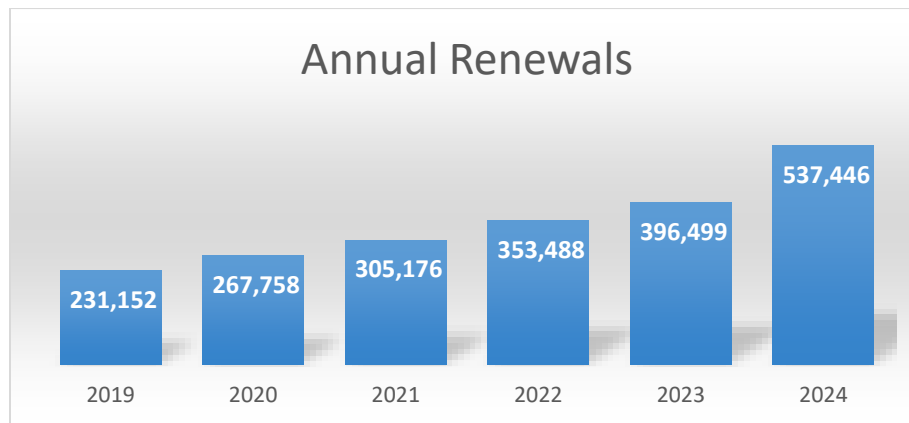
SUBJECT FOR DISCUSSION

Accepting the 2024 CIRSA Property Casualty, Renewal Quotation Estimated to be \$53,7446.36

SUMMARY STATEMENT/BACKGROUND DISCUSSION

CIRSA (Colorado Intergovernmental Risk Sharing Agency) submits an estimated bill for The City's Property Casualty renewal. The estimate must be accepted, signed and returned to CIRSA by October 1.

The 2024 quote is a \$136,913 increase compared to the premium paid in 2023. The increase is due to the increase in police liability costs of \$100,915 and an increase in property coverage of \$50,669. The property increase is due to the addition of the new library building and contents, the increase in the value of the city hall building done in relations to the issuance if the certificates of participation, and a general increase in property values based on an 8% consumer price index increase as of December 31, 2022.



FINANCIAL CONSIDERATIONS

The estimated renewal will be allocated between the funds and added to the 2024 budget

LEGAL/POLITICAL CONSIDERATIONS

None.

ALTERNATIVES/OPTIONS

Three years ago staff bid out property casualty insurance along with the workers compensation insurance. The cost of property casualty insurance outside the CIRSA pool was prohibitively expensive.

STAFF RECOMMENDATIONS

Accept the renewal quote from CIRSA.

Attachments: a. Quote

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

August 31, 2023

Leann Perino, Finance Director
City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

RE: 2024 Property/Casualty Preliminary Contribution Quotation

Dear Leann:

Enclosed is the preliminary quotation for your 2024 contribution to the CIRSA Property/Casualty Pool.

For your convenience, the quote has been redesigned to include a breakdown of contribution by line of coverage. If you requested for 2024 the same liability limits as 2023 with different deductibles for specific property locations or for physical damage to specific vehicles, the quote is attached. If you requested quotes for optional liability limits and various policy level deductible options, quotes for those options will be sent to you separately.

It may be helpful to provide some context for the upcoming year, and how conditions around the state, the nation, and the world are impacting your 2024 insurance costs. Of course, if you keep up with the weather and news, this information will be no surprise to you.

Some risks, such as law enforcement liability (LEL), are specific to public entities that provide police services. Police departments around the country are seeing unprecedented judgments and settlements in police liability cases. Other risks, such as catastrophic weather events, are shared locally, nationally, and globally. In Colorado, it's been an unprecedented year for hail and windstorm events. Wildfire "season" seems to be year-round now. Elsewhere in the country, extended freeze events have created life safety risks and wreaked havoc on property, in a way that could not have been contemplated by those insuring that property. And deadly flooding events were experienced this year in several parts of the world at once.

Not surprisingly, these challenges continue to put pressure on insurance costs and insurance markets. The "hard market" continues, with reinsurers shrinking capacity and seeking higher premiums. We encourage you to read our [blog post](#) that discusses in more detail the many factors that are affecting this year's contributions, as well as information about our rating methodology.

Keep in mind, these market conditions prevail for municipalities whether or not they participate in pooling their risks. Thus, those who self-insure or insure commercially are facing the same situation as CIRSA members are facing. But pooling means that the challenges of a hard market are spread out, that no single member bears the entirety of a large claim, and that the high limits and broad coverages you've come to expect as a pool member will remain in place.

Remember, your chosen deductibles impact your contributions. A member choosing a higher deductible will have a lower CIRSA contribution than a similarly-situated member choosing a lower deductible. Of course, choosing a higher deductible means that your entity will bear more of the cost of a claim, so it's important to assess your entity's appetite and capacity for a higher deductible. CIRSA's Finance Team can help you with this assessment. If you would like to see additional deductible options, please contact



Linda Black, Assistant Director/Chief Financial Officer, at (720) 605-5440 or lindab@cirsa.org.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on December 15, 2023 will be adjusted for any changes made to your 2024 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2024 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2024 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2024 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Friday, September 29, 2023**. When completing your form, please make sure to:

- Initial the desired quote option you wish to accept for 2024.
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet.
- Indicate which payment option you would like for 2024 on the quotation sheet.
- Return the signature page signed by an authorized signer.

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

We thank you for your continued membership in CIRSA, and for your commitment to public entity pooling. If you would like further information, or a virtual or face-to-face meeting, please reach out to Shannon Pursley, Marketing Manager, at (303) 594-6249 or shannonp@cirsa.org.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2024.

Sincerely,



Tami A. Tanoue
Executive Director

Enc.





CIRSA Property/Casualty Pool
Preliminary 2024 Contribution Quotation

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

Auto Liability Limit: \$5,000,000
Liability Limit: \$10,000,000

Coverage	Deductible	Contribution
All Risk Property - Building and Contents (See Attached Property Schedule)	\$1,000**	\$168,944.23
Other Property		
Accounts Receivable	\$1,000	\$896.50
Athletic Equipment	\$1,000	\$166.60
Business Income	\$1,000	\$4,740.76
Electronic Data Processing	\$1,000	\$1,905.17
Extra Expense	\$1,000	\$605.37
Fencing	\$1,000	\$412.37
Fine Arts	\$1,000	\$79.67
General Outdoor Items	\$1,000	\$258.97
Golf Courses	\$1,000	\$5,318.76
Mobile Equipment	\$1,000	\$2,456.59
Other Miscellaneous Property	\$1,000	\$82.47
Outdoor Lighting	\$1,000	\$1,349.68
Park Equipment	\$1,000	\$743.10
Signage	\$1,000	\$1,358.14
Swimming Pool Items	\$1,000	\$220.83
Valuable Papers	\$1,000	\$173.20
Auto Liability	\$1,000	\$33,497.38
Auto Physical Damage	\$1,000*	\$19,119.29
General Liability	\$1,000	\$31,410.22
Separately Rated Exposures		
Water/Sewer Payroll	\$1,000	\$1,087.07
Jail/Holding Facilities Area	\$1,000	\$1.41
Recreational Facilities Area	\$1,000	\$619.00
Swimming Pools (Total Number)	\$1,000	\$57.47
Public Officials Errors & Omissions Liability	\$1,000	\$80,535.79
Employment Practices Liability	\$1,000	\$4,301.61
Employment Benefit Liability	\$1,000	\$1,732.59
Law Enforcement Liability – Total Full-Time Police Officers	\$1,000	\$178,805.12
Law Enforcement Liability – Total Part-Time Reserve Officers		\$0.00
Property Damage from Mobile Equipment		\$0.00
Water Line Ruptures / Sewer Back-up		\$0.00
Total Contribution		\$540,879.36



CIRSA Property/Casualty Pool
Preliminary 2024 Contribution Quotation

City of Fort Lupton
130 South McKinley
Fort Lupton, CO 80621

All Risk Property Deductible:	\$1,000
Auto Liability Deductible:	\$1,000
Auto Physical Damage Deductible:	\$1,000
General Liability Deductible:	\$1,000
Public Officials Errors & Omissions Liability Deductible:	\$1,000
Law Enforcement Liability Deductible:	\$1,000
Auto Liability Limit:	\$5,000,000
Liability Limit:	\$10,000,000

Description	Amount
Contribution Before Reserve Fund and Loss Experience	\$447,605.22
Reserve Fund Contribution	\$2,683.81
Impact of Loss Experience	\$90,590.33
Total 2024 Preliminary Quotation before Credits	\$540,879.36

Loss Control Credits (Please indicate the amount that you wish to use. Amount may be split between available options.)

Description	Amount	Credit Options		
		Credit Contribution	Deposit/Leave in Account	Send Check
2023 Loss Control Audit Credit	(\$3,433.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation with all Available Credits	\$537,446.36			

Billing Options (Please indicate which option you choose)

☐ Annual Billing on January 1, 2024
☐ Quarterly Billing January 1, April 1, July 1, and October 1, 2024

To Renew with Quoted Option Initial Here: _____

* Deductible may vary by scheduled vehicle, see attached vehicle schedule.

** Deductible may vary by scheduled property, see attached property schedule.

***Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

Fort Lupton 2024 Property Schedule

Cirsa I D	Use	Address	Postal	Remove Building	Remove Date	Property Excluded	Building Value	Contents Value	Deductible	Final Property Contribution	Final Contents Contribution	Contribution	Member
12000084	Administration Offices	1200 Dexter St., Unit W-12 & W-13	80621	No		No	\$0.00	\$108,000.00	\$1,000	0.00	178.15	\$178.15	Fort Lupton
12000061	Bathroom	Pearson Park	80621	No		No	\$28,860.98	\$44,153.42	\$1,000	47.61	72.83	\$120.44	Fort Lupton
12000059	Bleachers	Pearson Park	80621	No		No	\$20,185.91	\$0.00	\$1,000	33.30	0.00	\$33.30	Fort Lupton
12000038	Cemetery Pump	13750 WCR 12	80621	No		No	\$0.00	\$0.00	\$1,000	0.00	0.00	\$0.00	Fort Lupton
12000025	City Hall Complex	130 S. McKinley Ave.	80621	No		No	\$3,353,500.00	\$539,886.00	\$1,000	5,531.59	890.54	\$6,422.13	Fort Lupton
12000039	East Lift Station	9th & Aspen	80621	No		No	\$289,300.00	\$0.00	\$1,000	477.20	0.00	\$477.20	Fort Lupton
12000045	Gazebo	135 S. McKinley Ave.	80621	No		No	\$21,106.68	\$0.00	\$1,000	34.82	0.00	\$34.82	Fort Lupton
12000065	Golf Course - Cart Storage Building	2 Clubhouse Dr.	80621	No		No	\$166,000.00	\$0.00	\$1,000	273.82	0.00	\$273.82	Fort Lupton
12000081	Golf Course - Pump Station	2 Clubhouse Drive	80621	No		No	\$212,100.00	\$0.00	\$1,000	349.86	0.00	\$349.86	Fort Lupton
12000040	Golf Course Clubhouse	2 Clubhouse Dr.	80621	No		No	\$1,020,600.00	\$376,331.06	\$1,000	1,683.48	620.76	\$2,304.24	Fort Lupton
12000042	Golf Course Maintenance/Storage Buildng	2 Clubhouse Dr.	80621	No		No	\$366,600.00	\$455,729.40	\$1,000	604.71	751.72	\$1,356.43	Fort Lupton
12000020	Lagoon Aerators (1)	Lagoon	80621	No		No	\$0.00	\$17,150.29	\$1,000	0.00	28.29	\$28.29	Fort Lupton
12000068	Library	425 S. Denver Ave.	80621	No		No	\$0.00	\$2,528,604.82	\$1,000	0.00	4,170.93	\$4,170.93	Fort Lupton
12000076	Lift Station	9th Street & Grand Avenue	80621	No		No	\$517,200.00	\$0.00	\$1,000	853.12	0.00	\$853.12	Fort Lupton
12000015	Museum	453 1st St.	80621	No		No	\$1,040,600.00	\$65,769.01	\$1,000	1,716.47	108.49	\$1,824.96	Fort Lupton
12000053	North Lift Station/Sewer	1240 Factory Circle	80621	No		No	\$666,000.00	\$0.00	\$1,000	1,098.57	0.00	\$1,098.57	Fort Lupton
12000060	Park Shelter	Community Center	80621	No		No	\$250,000.00	\$0.00	\$1,000	412.37	0.00	\$412.37	Fort Lupton
12000064	Pedestrian Bridge	12215 Hwy 52/S. Platte River	80621	No		No	\$1,409,400.00	\$0.00	\$1,000	2,324.80	0.00	\$2,324.80	Fort Lupton
12000067	Playground	851 Northrup Ave.	80621	No		No	\$32,523.40	\$0.00	\$1,000	53.65	0.00	\$53.65	Fort Lupton
12000050	Playground Equipment	203 S. Harrison Ave.	80621	No		No	\$90,271.19	\$0.00	\$1,000	148.90	0.00	\$148.90	Fort Lupton
12000018	Playground Equipment	City Park	80621	No		No	\$28,439.28	\$0.00	\$1,000	46.91	0.00	\$46.91	Fort Lupton
12000022	Playground Equipment	Pearson Park	80621	No		No	\$32,239.71	\$0.00	\$1,000	53.18	0.00	\$53.18	Fort Lupton
12000023	Playground Equipment	Lancaster Park	80621	No		No	\$32,239.71	\$0.00	\$1,000	53.18	0.00	\$53.18	Fort Lupton
12000085	Public Library	370 S Rollie Ave	80621	No		No	\$6,432,800.00	\$2,000,000.00	\$1,000	10,610.89	3,298.99	\$13,909.88	Fort Lupton
12000066	Public Works - Shop C	800 12th St.	80621	No		No	\$205,900.00	\$65,769.01	\$1,000	339.63	108.49	\$448.12	Fort Lupton
12000063	Public Works - Shop - Vehicle Storage B	800 12th St.	80621	No		No	\$232,600.00	\$0.00	\$1,000	383.67	0.00	\$383.67	Fort Lupton
12000069	Public Works - Shop D	800 12th St.	80621	No		No	\$96,000.00	\$0.00	\$1,000	158.35	0.00	\$158.35	Fort Lupton
12000013	Public Works Shop A	800 12th St.	80621	No		No	\$495,200.00	\$156,408.26	\$1,000	816.83	257.99	\$1,074.82	Fort Lupton
12000052	Recreation Center/Community Center	203 S. Harrison Ave.	80621	No		No	\$15,728,900.00	\$1,215,208.00	\$1,000	25,944.78	2,004.48	\$27,949.26	Fort Lupton
12000062	Recreation Center/Community Center - Shop/Multi-Purpose Building	205 S. Harrison Ave.	80621	No		No	\$146,900.00	\$121,520.80	\$1,000	242.31	200.45	\$442.76	Fort Lupton
12000078	Restroom	Koshio Park	80621	No		No	\$57,859.18	\$0.00	\$1,000	95.44	0.00	\$95.44	Fort Lupton
12000079	Restroom	Golf Course	80621	No		No	\$62,113.19	\$0.00	\$1,000	102.46	0.00	\$102.46	Fort Lupton
12000055	Shop - Cemetery	13750 WCR 12	80621	No		No	\$43,050.00	\$3,499.00	\$1,000	71.01	5.77	\$76.78	Fort Lupton
12000057	Skate Park	Skate Park	80621	No		No	\$287,000.00	\$54,660.09	\$1,000	473.41	90.16	\$563.57	Fort Lupton
12000077	Storage Building	Pearson Park	80621	No		No	\$28,800.00	\$0.00	\$1,000	47.51	0.00	\$47.51	Fort Lupton
12000035	Tank Farm - Tank #1 - 1,000,000 Gallons	401 County Road 29 1/2	80621	No		No	\$1,222,100.00	\$0.00	\$1,000	2,015.85	0.00	\$2,015.85	Fort Lupton
12000034	Tank Farm - Tank #2 - 1,000,000 Gallons	401 County Road 29 1/2	80621	No		No	\$1,222,100.00	\$0.00	\$1,000	2,015.85	0.00	\$2,015.85	Fort Lupton
12000011	Tank Farm - Tank #3 - 1,000,000 Gallons	401 County Road 29 1/2	80621	No		No	\$1,222,100.00	\$0.00	\$1,000	2,015.85	0.00	\$2,015.85	Fort Lupton
12000024	Tank Farm Booster Station	401 County Road 29 1/2	80621	No		No	\$1,009,600.00	\$0.00	\$1,000	1,665.33	0.00	\$1,665.33	Fort Lupton
12000082	Terminal Storage Reservior	16660 WCR 16	80621	No		No	\$12,432,729.96	\$0.00	\$1,000	20,507.75	0.00	\$20,507.75	Fort Lupton
12000000	Wastewater Treatment Plant - Administration Office	12285 Hwy 52	80621	No		No	\$376,600.00	\$119,513.27	\$1,000	621.20	197.14	\$818.34	Fort Lupton
12000027	Wastewater Treatment Plant - Aerobic Digester (2)	12285 Hwy 52	80621	No		No	\$1,933,700.00	\$0.00	\$1,000	3,189.63	0.00	\$3,189.63	Fort Lupton
12000001	Wastewater Treatment Plant - Blower/Pump Building	12285 Hwy 52	80621	No		No	\$1,115,300.00	\$0.00	\$1,000	1,839.68	0.00	\$1,839.68	Fort Lupton
12000028	Wastewater Treatment Plant - Clarifier-Final	12285 Hwy 52	80621	No		No	\$905,800.00	\$0.00	\$1,000	1,494.11	0.00	\$1,494.11	Fort Lupton
12000002	Wastewater Treatment Plant - Dewatering Building	12285 Hwy 52	80621	No		No	\$1,270,800.00	\$0.00	\$1,000	2,096.18	0.00	\$2,096.18	Fort Lupton
12000003	Wastewater Treatment Plant - Disinfection/UV Building	12285 Hwy 52	80621	No		No	\$830,100.00	\$0.00	\$1,000	1,369.25	0.00	\$1,369.25	Fort Lupton
12000080	Wastewater Treatment Plant - Headworks	12285 Highway 52	80621	No		No	\$506,300.00	\$0.00	\$1,000	835.14	0.00	\$835.14	Fort Lupton
12000014	Wastewater Treatment Plant - Oxidation Ditch	12225 Hwy 52	80621	No		No	\$4,096,400.00	\$0.00	\$1,000	6,757.00	0.00	\$6,757.00	Fort Lupton
12000051	Water Treatment Plant - Domestic Water Storage - 3,000,000 Gallons	16660 WCR 16	80621	No		No	\$2,806,500.00	\$0.00	\$1,000	4,629.31	0.00	\$4,629.31	Fort Lupton
12000033	Water Treatment Plant - Main Building	16660 WCR 16	80621	No		No	\$28,401,000.00	\$24,202.98	\$1,000	46,847.37	39.92	\$46,887.29	Fort Lupton
12000036	Water Treatment Plant - Water Tank - 500,000 Gallons	16660 WCR 16	80621	No		No	\$832,300.00	\$0.00	\$1,000	1,372.88	0.00	\$1,372.88	Fort Lupton
12000004	Well #1	130 S. McKinley Ave.	80621	No		No	\$79,100.00	\$0.00	\$1,000	130.48	0.00	\$130.48	Fort Lupton
12000010	Well #13	9th and Lancaster Streets	80621	No		No	\$146,000.00	\$0.00	\$1,000	240.83	0.00	\$240.83	Fort Lupton
12000006	Well #3	W. of Denver on 9th St.	80621	No		No	\$163,800.00	\$0.00	\$1,000	270.19	0.00	\$270.19	Fort Lupton
12000007	Well #4	Fulton & 5th Streets	80621	No		No	\$146,000.00	\$0.00	\$1,000	240.83	0.00	\$240.83	Fort Lupton
12000005	Well #5	S. of High School	80621	No		No	\$138,700.00	\$0.00	\$1,000	228.79	0.00	\$228.79	Fort Lupton
12000009	Well #6	N. of Key Energy	80621	No		No	\$131,900.00	\$0.00	\$1,000	217.57	0.00	\$217.57	Fort Lupton
12000008	Well #7	by Catholic Church	80621	No		No	\$142,000.00	\$0.00	\$1,000	234.23	0.00	\$234.23	Fort Lupton
							\$94,525,219.19	\$7,896,405.41		\$155,919.13	\$13,025.10	\$168,944.23	

Fort Lupton 2024 Vehicle Schedule

CIRSA ID	Member Vehicle Number	Year	Make And Model	Number of Vehicles	Vehicle Type	Location	V I N	Current Value	Auto Physical Damage Deductible	Final Annual AL Contribution	Final Annual APD Contribution	Total AL & APD Contribution	Member
12000005				35	All Trucks			945,205.00	\$1,000	13,952.87	7,591.14	21,544.01	Fort Lupton
12000009				0	Ambulances			0.00	\$1,000	0.00	0.00	0.00	Fort Lupton
12000002				6	Cars - Passenger			142,536.00	\$1,000	1,258.91	1,144.74	2,403.65	Fort Lupton
12000008				0	Fire Trucks			0.00	\$1,000	0.00	0.00	0.00	Fort Lupton
12000004				26	Cars/Trucks - Emergency Response			847,281.00	\$1,000	16,365.77	6,804.69	23,170.46	Fort Lupton
12000010				0	Motorcycles			0.00	\$1,000	0.00	0.00	0.00	Fort Lupton
12000011				0	School Buses			0.00	\$1,000	0.00	0.00	0.00	Fort Lupton
12000006				1	Street Sweepers			400,000.00	\$1,000	398.65	3,212.49	3,611.14	Fort Lupton
12000001				7	Trailers			30,601.00	\$1,000	0.00	245.76	245.76	Fort Lupton
12000007				1	Transportation Buses			15,000.00	\$1,000	1,521.18	120.47	1,641.65	Fort Lupton
								2,380,623.00		33,497.38	19,119.29	52,616.67	

This preliminary quotation includes all exposures reported on your entity's 2024 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 1, 2024.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2024 Property/Casualty Renewal Application, the City of Fort Lupton has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Fort Lupton.

We accept this preliminary quotation for January 1, 2024 to January 1, 2025. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2024, actual excess insurance premiums, and any changes made to our 2024 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 29, 2023. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Coordinator
3665 Cherry Creek North Drive
Denver, CO 80209
E-Mail: MoniqueF@cirsa.org
Fax: (303) 757-8950 or (800) 850-8950

PROPOSED 2024 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2024 to January 1, 2025 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$2,000,000 per claim/occurrence liability (Linda, please confirm this)
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$2 million each claim/occurrence; \$5 million each claim/occurrence or \$10 million each claim/occurrence; \$2 million or \$5 million excess auto liability; \$2 million, \$5 million or \$10 million annual aggregate for public officials errors and omission liability. The maximum liability and auto liability limits will be determined based on each member's selection.
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2023 and renew their membership in 2024, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2024 and would like to receive one in future years, please contact your Risk Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2024 contributions. Your entity's balance in this account, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2024 and return it to the CIRSA office ***on or before Friday, September 29, 2023***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA no later than Sunday, October 1, 2023, for a withdrawal without penalty effective January 1, 2024.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE SUNDAY, OCTOBER 1, 2023**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2024. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Sunday, October 1, 2023***, for withdrawal without penalty effective January 1, 2024.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the City of Fort Lupton is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2024. We understand the City of Fort Lupton remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the City of Fort Lupton.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



SUBJECT FOR DISCUSSION

Approve a Resolution for an Intergovernmental Agreement for the Weld County On-Demand Transit Program to Operate in the City of Fort Lupton to Provide Service for Residents of the City

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On September 1, 2022, the Upper Front Range Transportation Planning Region (UFR TPR) Regional Planning Commission (RPC) awarded Weld County Multimodal Transportation and Mitigation Options Funds (MMOF) vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service, and include a copy of the respective page(s).

On behalf of the UFR TPR, Weld County collectively contracts the transit busses in one contract to assist the small communities. Weld County has contracted services with Via Mobility for the operation of two busses being in operation for 50 hours per week, with 40 of the hours being in-service time. Weld County will operate the service for two years, or until funding is depleted.

Weld County entered into an IGA with the Colorado Department of Transit and Rail which grants the County \$685,800.00 in MMOF funding for the on-demand transit program. Weld County will contribute up to \$63,637.67 in local match for the on-demand transit program. The local match for Fort Lupton is estimated to be \$27,062.38 which will be paid to Weld County as a reimbursement of the on-demand transit service. The local match for Fort Lupton is estimated to be \$27,062.38 which will be paid to Weld County as a reimbursement of the on-demand transit service.

FINANCIAL CONSIDERATIONS

The local match for Fort Lupton is estimated to be \$27,062.38 which will be paid to Weld County as a reimbursement of the on-demand transit service. The General Fund has \$40,000 in Miscellaneous Professional Service to Pay for this.

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approve the Intergovernmental Agreement
2. Decline the Agreement

STAFF RECOMMENDATIONS

This section is reserved for staff's recommendation on the issue in question

Attachments: a. Proposed Resolution
 b. Intergovernmental Agreement

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

RESOLUTION NO. 2023Rxxx

APPROVE A RESOLUTION FOR AN INTERGOVERNMENTAL AGREEMENT FOR THE WELD COUNTY ON-DEMAND TRANSIT PROGRAM TO OPERATE IN THE CITY OF FORT LUPTON TO PROVIDE SERVICE FOR RESIDENTS OF THE CITY

WHEREAS, by Resolution dated September 1, 2022, the Upper Front Range Transportation Planning Region (UFR TPR) Regional Planning Commission (RPC) awarded Weld County Multimodal Transportation and Mitigation Options Funds (MMOF) vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service; and

WHEREAS, on behalf of the UFR TPR, Weld County collectively contracts the transit busses in one contract to assist the small communities; and

WHEREAS, Weld County has contracted services with Via Mobility for the operation of two busses being in operation for 50 hours per week, with 40 of the hours being in-service time, and

WHEREAS, Weld County will operate the service for two years, or until funding is depleted, and

WHEREAS, Weld County entered into an IGA with the Colorado Department of Transit and Rail which grants the County \$685,800.00 in MMOF funding for the on-demand transit program, and

WHEREAS, Weld County will contribute up to \$63,637.67 in local match for the on-demand transit program, and

WHEREAS, the local match for Fort Lupton is estimated to be \$27,062.38 which will be paid to Weld County as a reimbursement of the on-demand transit service.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council has determined that Weld County will oversee the on-demand transit program operated by Via Mobility and Via Mobility will operate on-demand transit service for all individuals in the City of Fort Lupton and hereby approves the Intergovernmental Agreement with Weld County.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 19th DAY OF SEPTEMBER, 2023.

City of Fort Lupton, Colorado

Zo Hubbard, Mayor

Attest:

Maricela Peña, City Clerk

Approved as to form:

Andy Ausmus, City Attorney

INTERGOVERNMENTAL AGREEMENT FOR THE WELD COUNTY ON-DEMAND
TRANSIT PROGRAM TO OPERATE IN THE CITY OF FORT LUPTON IN ORDER TO
PROVIDE SERVICE FOR RESIDENTS OF THE CITY

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2023, by and between the City of Fort Lupton, a municipality of the State of Colorado, whose address is 130 S. McKinley Avenue, Fort Lupton, Colorado 80621, hereinafter referred to as “Fort Lupton,” and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is 1150 O Street, P.O. Box 758, Greeley, Colorado 80632, hereinafter referred to as “County.” The parties hereto may also be referred to herein collectively as “the Parties.”

WITNESSETH:

RECITALS

WHEREAS, by Resolution dated September 1, 2022, the Upper Front Range Transportation Planning Region (UFR TPR) Regional Planning Commission (RPC) awarded Weld County Multimodal Transportation and Mitigation Options Funds (MMOF) vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service, and

WHEREAS, on behalf of the UFR TPR, Weld County collectively contracts the transit busses in one contract to assist the small communities, and

WHEREAS, Weld County has contracted services with Via Mobility for the operation of two busses being in operation for 50 hours per week, with 40 of the hours being in-service time, and

WHEREAS, Weld County will operate the service for two years, or until funding is depleted, and

WHEREAS, Weld County entered into an IGA with the Colorado Department of Transit and Rail which grants the County \$685,800.00 in MMOF funding for the on-demand transit program, and

WHEREAS, Weld County will contribute up to \$63,637.67 in local match for the on-demand transit program, and

WHEREAS, the local match for Fort Lupton is estimated to be \$27,062.38 which will be paid to Weld County as a reimbursement of the on-demand transit service.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

Weld County agrees as follows:

1. Weld County will oversee the on-demand transit program operated by Via Mobility. Via Mobility will operate on-demand transit service for all individuals in the service area, which includes the City of Fort Lupton. Contractor will operate two buses, 50 hours per week, of which 40 hours per week will be "In service". In Service Hours are weekdays 8:00 AM to 4:30 PM. Via Mobility will provide transportation services to destinations in the defined service area at no cost for the rider. Via Mobility will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq. shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. Via Mobility will maintain, adequate insurance at all times during the term of this Agreement.
2. Weld County will provide local match for the program up to \$63,637.67.

Fort Lupton agrees as follows:

1. Fort Lupton will provide a local match for their portion of the program upon being invoiced by Weld County. Local match is estimated to be \$27,062.38.

- I. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
- II. NO THIRD PARTY BENEFICIARY ENFORCEMENT: 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 undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
- III. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2023.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chairman
Board of County Commissioners
of the County of Weld

ATTEST:

CITY OF FORT LUPTON, a municipality
of the State of Colorado

By: _____
Mari Pena, City Clerk

By: _____
Zo Hubbard, Mayor



SUBJECT FOR DISCUSSION

Award of Contract to Burns and McDonnell for Engineering Services for Owner Engineering and Resident Project Representative for the Lift Station/Force Main to METRO Project Design for an Amount Not to Exceed \$1,218,877.00 from the Sewer Enterprise Fund - Sewer Treatment Plant.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Request for Qualifications (RFQ) was advertised August 13, 2021 and selection of consultant following the requirements of the Brooks Act (40 U.S.C. 1101). Burns McDonnell was awarded the contract November 2, 2021 for the design and permitting of the METRO Lift Station and Force Main. The design is completed and currently under review by the United States Department of Agriculture (USDA).

We are pursuing a USDA Rural Development loan. The USDA standard engineering agreement has been used and the version being presented has been approved by USDA staff. The Resident Project Representative (RPR) portion is a requirement for USDA funding. Burns and McDonnell is subcontracting the RPR services through Inberg-Miller Engineers. The agreement includes an expected 24-month construction period. The Owner-Engineer portion cost is \$526,428.00 and the RPR cost is \$692,449.00, for a total engineering services agreement of \$1,218,877.00. An additional contracted amount of \$52,567.00 is included in the agreement which will be reimbursed by USDA for the additional services contracted with Burns and McDonnell for the extra work related to the USDA funding requirements.

We are expecting to go out for bid this fall and start construction on the force main.

FINANCIAL CONSIDERATIONS

The expected USDA loan amount will be \$25,000,000, which covers the engineering services agreement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- A. Approve the contract award to Burns & McDonnell
- B. Reject agreement and contract with another firm.
- C. Delay action on the contract to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving award of the contract to Burns and McDonnell for an amount not to exceed \$1,218,877.00.

- Attachments:**
- a. Contract Agreement – Burns & McDonnell.
 - b. Proposal (Exhibit A)

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between
City of Fort Lupton ("Owner") and
Burns & McDonnell Engineering Company, Inc ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Metro Connection Force Main & Lift Station

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Provide Construction Phase engineering services for the Project including Resident Representative (RPR) observation and services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. Opinions of Probable Cost and any revisions thereof should reflect compliance with Domestic Preference requirements.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the

effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself),

including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection

with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.
39. *Build America, Buy America Act (BABAA)* – Requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.
40. *Contractor's Certification* – Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel, manufactured products, and construction materials are installed were produced in the United States.
41. *Construction Materials* – Those articles, materials, or supplies – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer- based products, glass, lumber or drywall.
42. *Domestic Preference* – The Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953.
43. *Manufactured Product* – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

44. *Manufacturer's Certification* – Documentation provided by the Manufacturer stating that Domestic Preference requirements have been satisfied for all provided items.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. NOT USED
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. NOT USED
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive

information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Fort Lupton

Engineer: Burns & McDonnell Engineering Company, Inc.

By: []

Print name: Zo Hubbard

Title: Mayor

Date Signed: []

By: []

Print name: Jason Schaefer

Title: Regional Water Practice Manager

Date Signed: []

Engineer License or Firm's Certificate No. (if required):

[]

State of: Colorado

Address for Owner's receipt of notices:

130 S McKinley Ave
Fort Lupton, CO 80621

Address for Engineer's receipt of notices:

9191 S. Jamaica Street
Englewood, CO 80112

Designated Representative (Paragraph 8.03.A):

Roy Vestal

Title: Public Utilities Director

Phone Number: (303) 857-6694

E-Mail Address: rvestal@fortluptonco.gov

Designated Representative (Paragraph 8.03.A):

Jason Schaefer

Title: Regional Water Practice Manager

Phone Number: (303) 474-2265

E-Mail Address: jschaefer@burnsmd.com

This is **EXHIBIT A**, consisting of 18 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: design of an upgraded Fort Lupton wastewater treatment facility to meet Regulation 85 effluent limitations or design of a force main and lift station to Metro Water Recovery's Northern Treatment Plant.
 - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed and approved by the Agency, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables: Provide an Environmental Report as defined in 7 CFR 1970. The Environmental Report must be concurred in by the Agency.
15. Furnish 1 review copies of the Report and any other Study and Report Phase deliverables to Owner within 10 days of the Effective Date and review it with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within **10** days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. Engineer must also incorporate all Agency regulation, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: All tasks and deliverables as performed and completed to date.
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 10 days of authorization to proceed with this phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

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2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: All tasks & deliverables as completed to date. The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specification and certify that the final drawings and specifications comply with those standards.
10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 100 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 20 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.
 12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Construction Certifications (Exhibit A, Attachment 6) for this purpose."
 13. Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables and all final design phase deliverables have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other

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construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. Obtain Agency concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence where possible.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. The Engineer shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved “or equals” and substitutes. Review of substitutes and “or equals” shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 - a. Services required to determine and certify that to the best of the Engineer’s knowledge and belief all iron and steel products, Manufactured Products, and Construction Materials referenced in Bid Addenda requiring design revisions are compliant with Domestic Preference requirements or are the subject of an approved waiver.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner’s schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Engineer shall Distribute Bid Documents and Keep Bidders List. Engineer shall Address Bidder Questions. Engineer shall draft and distribute Addenda as necessary during the bidding process. Engineer shall prepare agenda and host the pre-bid conference. Engineer shall attend the bid opening. Engineer shall validate bid

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documents for responsiveness and evaluate each bid for conformance, completeness, and costs. Engineer shall compile an overall bid tabulation showing the provided bid costs in a single spreadsheet. Engineer shall provide a recommendation for contract award. Engineer shall deliver the conforming drawings & specifications (IFC documents). Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.

10. Provide copies of Manufacturers' Certifications or copies of waivers, if applicable, to the Bidders on any product specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturer's Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.
11. Provide copies of Manufacturers' Certifications, and any waivers, to the Contractor on any products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturer's Certifications and waivers are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of

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such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 - 13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the

Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with Domestic Preference requirements. Any iron and steel products, Manufactured Products, and Construction Materials included in any submittal by the General Contractor, must include a Manufacturers' Certification letter, or waiver, to verify Domestic Preference Requirements. Copies of said documentation must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications, or waiver, provided by the Contractor to verify the product(s) meet Domestic Preference requirements. Manufacturers' Certifications and waivers must be kept in the Engineer's project file and on-site during construction.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not

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constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. As part of the approval process for payment applications, Engineer confirms that Manufacturer's Certifications, or waiver, meeting Domestic Preference requirements have been received for all items requested for payment. By recommending for payment, Engineer certifies that they have reviewed the documentation for items included in the payment application and determined it is adequate for compliance with Domestic Preference requirements. Engineer must keep Manufacturer's Certifications and waivers in the project file and on-site during construction.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. Review Change Proposals to ensure compliance with Domestic Preference Requirements.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the

Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
- a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.
 - b. The Engineer shall Prepare agenda, Attend, and distribute meeting minutes for construction meetings each week.

- c. The Engineer shall assist the City staff with the start-up of the new force main and pumps at the lift station.
 - d.
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- a. Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and Agency.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work

or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

- a. Project Closeout Support (as needed)
- b. Prepare and submit Record Drawings

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements not including preparation of the Environmental Report defined under Basic Services; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after the completion of the Study and Report Phase.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A – Engineer's Services

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Deleted
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Exhibit A – Engineer's Services

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: none

- B2.02 Owners are ultimately responsible for compliance with Domestic Preference requirements and will be responsible for the following:
- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include Domestic Preference language, accepting Domestic Preference requirements in those documents and in the letter of conditions.
 - B. Sign agreements for engineering services, construction contracts, and all other appropriate and necessary documents which include Domestic Preference language.
 - C. Acknowledge responsibility for compliance with Domestic Preference requirements by signing change orders (EJCDC C-941), work change directives (EJCDC C-940), field orders (EJCDC C-942) and partial payment applications (EJCDC C-620).
 - D. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.
 - E. If the project is seeking a waiver of Domestic Preference requirements, provide any requested information to assist the Agency in processing the waiver request.
 - F. Where the Owner directly procures products,
 - 1. Include Domestic Preference clauses in the procurement contracts;
 - 2. Obtain Manufacturers' Certifications and any waivers; and
 - 3. Provide copies to Engineer, Contractor.

Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be \$578,995 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$52,567
b. Preliminary Design Phase	\$0
c. Final Design Phase	\$0
d. Bidding or Negotiating Phase	\$0
e. Construction Phase	\$418,540
f. Post-Construction Phase	\$107,888
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner and Agency. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, 2024) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$692,449 based upon full-time RPR services on an eleven-hour workday, Monday through Friday, over a 520 day construction schedule.
2. If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule", the Standard Hourly Rate for RPR services is \$90.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, 2024) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st, 2024) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner and Agency.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Burns & McDonnell Expenses

8.5"x11" Copies/Impressions	\$ 0.38/page
Copies of Drawings (11x17)	\$ 0.80/page
Mileage (auto)	\$ 0.33/mile
Fleet Vehicle (Base Rate)	\$ 62/day
Air Transportation	at cost
Laboratory Testing	at cost
Meals and Lodging	at cost

IME Expenses (Outside Services)*

RPR Vehicle Base Rate	\$ 50/day
RPR Vehicle Mileage Rate	\$ 0.655/mile

* These services provided by subcontractors shall be marked up 10%.

This is **Appendix 2 to EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Burns & McDonnell

Project Manager	\$220/hour
CADD Designer I	109/hour
CADD Designer II	220/hour
QAQC Engineer	247/hour
Administration	60/hour
Project Controls	269/hour
Engineer I	148/hour
Engineer II	177/hour
Engineer III	202/hour
Engineer IV	220/hour
Engineer V	247/hour
Engineer VI	269/hour
Engineer VII	276/hour
Engineer VIII	279/hour
Engineer IX	282/hour
Engineer X	284/hour

Outside Services (Inberg-Miller Engineers)*

Resident Project Representative	\$90/hour
Office Reporting	80/hour
Project Manager (P.E.)	160/hour

* These services provided by subcontractors shall be marked up 10%.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. Maintain all Manufacturers' Certifications and waivers in the project file and on-site during construction to ensure compliance with Domestic Preference requirements, as applicable.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Deleted
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
 Owner

And To: _____
 Contractor

From: _____
 Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:

- | | |
|-----------------------|-----------|
| 1) State of Colorado: | Statutory |
| 2) Applicable Federal | Statutory |

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$500,000 |
| 2) Bodily injury by disease, each employee: | \$500,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$2,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$4,000,000 |

g. Other (specify): \$n/a

Exhibit G – Insurance.

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | \$500,000 |
| 2) Bodily injury by Disease, Each Employee | \$500,000 |
| 3) Bodily injury/Disease, Aggregate | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$1,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$2,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): n/a

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Burns & McDonnell Engineering Company, Inc.
Engineer

b. Inberg-Miller Engineers
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a neutral mediator appointed by the American Arbitration Association, or other mediator mutually agreed upon by Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:*
To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of [no limit] or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

B. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.*

1. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

The City of Fort Lupton
Metro Connection Force Main and Lift Station
Fee Proposal & Manhour Estimate

Activity	Project Manager Ryan Brong, PE \$220/hr		Pipeline Engineer Andrea Cashon, PE \$220/hr		Lift Station Engineer Andrew Toth, PE \$247/hr		Electrical Engineer Mark Hopkins, PE \$279/hr		CADD Kristie Weiss \$220/hr		Project Controls Tyler Hess \$269/hr		QA/QC Kyle LeBrasse \$247/hr		Total Labor		RPR Services (6)	Procore Software	Expenses	Total Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
TASK SERIES 1100 - MEETINGS AND PROJECT COORDINATION																				
1101 - Pre-Construction Meeting	2	\$440	4	\$880		\$0		\$0		\$0		\$0	2	\$494	8	\$1,814			\$70	\$1,884
1102 - Overall Project and Contract Administration	192	\$42,240		\$0		\$0		\$0		\$0		\$0		\$0	192	\$42,240			\$1,690	\$43,930
1103 - Weekly Construction Meetings (1)	78	\$17,160	78	\$17,160	26	\$6,422	26	\$7,254		\$0		\$0		\$0	208	\$47,996			\$1,920	\$49,916
Sub-Total Series 1100	272	\$59,840	82	\$18,040	26	\$6,422	26	\$7,254	0	\$0	0	\$0	2	\$494	408	\$92,050	\$0	\$0	\$3,680	\$95,730
TASK SERIES 1200 – CONSTRUCTION ADMINISTRATION SERVICES																				
1201 - Periodic Construction Observation by Project Manager or Project Engineer (2)	36	\$7,920	36	\$7,920	12	\$2,964	12	\$3,348		\$0		\$0		\$0	96	\$22,152			\$890	\$23,042
1202 - Submittal/Shop Drawing Reviews (3)	40	\$8,800	235	\$51,700	75	\$18,525	75	\$20,925		\$0		\$0		\$0	425	\$99,950			\$4,000	\$103,950
1203 - Answer Contractor's Questions through Written RFI Process (50 assumed)	20	\$4,400	100	\$22,000	16	\$3,952	16	\$4,464		\$0		\$0		\$0	152	\$34,816			\$1,390	\$36,206
1204 - Change Order Preparation of Owner Approval and Execution (4)	20	\$4,400	20	\$4,400	4	\$988	4	\$1,116		\$0		\$0	10	\$2,470	58	\$13,374			\$530	\$13,904
1205 - Recommendations (only) for Payment	50	\$11,000		\$0	20	\$4,940		\$0		\$0		\$0		\$0	70	\$15,940			\$640	\$16,580
1206 - Substantial Completion Walkthrough and Punchlist Input		\$0	8	\$1,760	4	\$988	4	\$1,116		\$0		\$0	8	\$1,976	24	\$5,840			\$230	\$6,070
1207 - Procore Software Setup, Licensing, Training, and Support		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0			\$0	\$0
1208 - Final Completion Walkthrough and Punchlist Input	4	\$880	2	\$440	4	\$988	4	\$1,116		\$0		\$0	2	\$494	16	\$3,918			\$160	\$4,078
Sub-Total Series 1200	170	\$37,400	401	\$88,220	135	\$33,345	115	\$32,085	\$0	\$0	0	\$0	20	\$4,940	841	\$195,990	\$0	\$0	\$7,840	\$203,830
TASK SERIES 1300 - RESIDENT PROJECT REPRESENTATIVE (RPR) AND START-UP SERVICES																				
1301 - Full Time Resident Project Representative (5)	520	\$114,400		\$0		\$0		\$0		\$0		\$0		\$0		\$114,400	\$692,449		\$4,580	\$811,429
1302 - Project Startup Assistance		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0			\$0	\$0
Sub-Total Series 1300	520	\$114,400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$114,400	\$692,449	\$0	\$4,580	\$811,429
TASK SERIES 1400 - CONSTRUCTION CLOSE-OUT																				
1401 - Project Close-Out Support (as needed)	24	\$5,280	20	\$4,400	20	\$4,940	8	\$2,232	8	\$1,760		\$0	8	\$1,976	88	\$20,588			\$1,640	\$22,228
1402 - Prepare and Submit Record Drawings	32	\$7,040	10	\$2,200	4	\$988	4	\$1,116	300	\$66,000		\$0	8	\$1,976	358	\$79,320			\$6,340	\$85,660
Sub-Total Series 1400	56	\$12,320	30	\$6,600	24	\$5,928	12	\$3,348	308	\$67,760	0	\$0	16	\$3,952	446	\$99,908	\$0	\$0	\$7,980	\$107,888
Project Total	1018	\$223,960	513	\$112,860	185	\$45,695	153	\$42,687	308	\$67,760	0	\$0	38	\$9,386	1,695	\$502,348	\$692,449	\$0	\$24,080	\$1,218,877

- Notes:
- Expected active construction period is expected to last 24 months (104 meetings). This assume 104 weekly progress meetings at 1.5 hours each to prepare the minutes. Assume virtual meetings except once-monthly in-person at 3.5 hr per meeting
 - Site observation by Burns & McDonnell office staff will be monthly. Assume 24 visits based on 2-year active construction duration at 4 hours each.
 - We expect approximately 170 submittals for the entire project. Review time at approximately 2 hours per submittal. It is assumed that 50% will require resubmittal review at 1 hour each.
 - We assume ten (10) change orders throughout the project at approximately four (4) hours per order.
 - Fee includes BMcD coordination with RPR estimated at 5 hours per week for 104 weeks
 - All subconsultant work will be marked up 10% on our direct costs. These markups are already included in our presented fee.
 - For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subconsultants, the client shall pay the cost to Burns & McDonnell plus 10%.
 - The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
 - The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.



SUBJECT FOR DISCUSSION

Approve Change Order Number 5 to Contract Agreement with Colorado Paving Inc. for College Ave/9th St Repaving Project for an Amount Not to Exceed \$43,754.80 from the Street Sales Tax Fund - Patching & Crack Sealing budget

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The current contract agreement with Colorado Paving Inc. was executed May 21, 2021 and was awarded \$2,172,394.50 to cover portions of the overall project as bid. Items that were deleted from the overall project included curb and gutter along College Avenue, sidewalks along 9th Street and half the pavement section for College Avenue. Change Order No. 1 was issued on October 19, 2021 to modify elements for priority. The College Avenue paving was deleted and curb and gutter and sidewalk were added back for 9th Street. Change Order No. 2 restored all elements of the 9th St and College Ave to complete the as bid project. Additionally, the south end of College was added to provide connection to Highway 52 and restore the originally constructed, 20-year old pavement. Total project cost is \$1,357,577.35. Change Order No. 3 was required to compensate the contractor for additional surcharges imposed by material suppliers and additional work orders in contingency for unforeseen utility conflicts. Change Order 4 revised unit item costs based on bid for Harrison Project.

Change Order 5 is needed to accommodate additional asphalt and excavation to repair soft soils. Remaining items in the construction project include pavement striping. Project will be completed in September.

FINANCIAL CONSIDERATIONS

The 2023 budget included \$150,000 for Patching & Crack Sealing, which will not be spent this year due to weather conflicts and availability of contractors.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approved the change order
- Do not approve

STAFF RECOMMENDATIONS

Staff recommends approving the Change Order No. 5 to the College Ave/9th St Repaving Project contract with Colorado Paving Inc. for an amount not to exceed \$43,754.80 from the Street Sales Tax Fund.

Attachments:

- a. Change Order No 5 - Colorado Paving Inc.
- b. Final pay application project summary

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

No. 5

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College Avenue and 9th Street Repaving Project

Pay Application

9/15/2023

Colorado Paving, Inc.
15210 Edna Drive
Brighton, CO 80603

Invoice # 2021-909

Schedule 2B - College Ave - Hwy 52

							BUDGET/Contracted		This Period		Previous		Total to Date		Remaining	
Payment Item No.	Specification Reference	Description of Work	Payment Unit	Length (Feet)	Width (Feet)	Quantity	Rate in Numbers	Amount in Numbers	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
Project Total								\$220,029.00		\$43,754.80		\$224,620.09		\$268,374.89		-\$7,020.89
Division 100 - General Provisions																
1	TS 16-101	Mobilization	LS			1	\$3,500.00	\$3,500.00		\$ -	1.0	\$ 3,500.00	1	\$ 3,500.00	0.0	\$ -
2	TS 16-102	Traffic Control	LS			1	\$4,500.00	\$4,500.00		\$ -	1.0	\$ 4,500.00	1	\$ 4,500.00	0.0	\$ -
3	TS 16-103	Construction Surveying/Staking	LS			1	\$3,250.00	\$3,250.00		\$ -	1.0	\$ 3,250.00	1	\$ 3,250.00	0.0	\$ -
4	TS 16-104	Material Testing/QC	LS			1	\$2,750.00	\$2,750.00		\$ -	1.0	\$ 2,750.00	1	\$ 2,750.00	0.0	\$ -
5	TS 16-105	Vacuum Truck/Potholing	LS			1	\$2,750.00	\$2,750.00		\$ -	1.00	\$ 2,750.00	1	\$ 2,750.00	0.0	\$ -
Subtotal, Division 100								\$16,750.00		\$ -		\$ 16,750.00		\$ 16,750.00		\$ -
Division 200 - Demolition, Earthwork, Erosion Control, And Seeding																
	TS 16-201	Mill Existing Asphalt (Full-Depth) College Ave: Sta. 22+28.50 - 26+73.96	SY			1,550.00	\$4.90	\$7,595.00		\$ -	1,550.0	\$ 7,595.00	1,550	\$ 7,595.00	0.0	\$ -
	TS 16-201	Remove Existing 18"Dia. CMP Culvert College Ave: Sta. 26+55.28	LF	85.00		85.00	\$15.00	\$1,275.00		\$ -	85.0	\$ 1,275.00	85	\$ 1,275.00	0.0	\$ -
	TS 16-201	Remove Existing Curb and Gutter College Ave: Sta. 24+79.69 - Sta. 25+25.40, RT College Ave: Sta. 24+79.69 - Sta. 26+73.96, LT (includes 50' PCR)	LF	45.71 254.27		300.00	\$6.50	\$1,950.00		\$ -	300.0	\$ 1,950.00	300	\$ 1,950.00	0.0	\$ -
	TS 16-201	Remove Existing Barb Wire Fence	LF			20.00	\$50.00	\$1,000.00		\$ -	20.0	\$ 1,000.00	20	\$ 1,000.00	0.0	\$ -
22	TS 16-202	Unclassified Excavation (Over Ex) of Existing Road 4-ft. Soil Stabilization (fly ash)(lime)(cement) College Ave: Sta. 22+28.50 - 26+73.96	SY			2,175.00	\$19.00			\$ -	2,175.0	\$ 41,325.00	2,175	\$ 41,325.00	0.0	\$ -
	TS 16-202	Sub-Excavation (CUT) College Ave: Sta. 22+28.50 - 26+73.96	CY			215.0	\$19.00	\$4,085.00		\$ -	215.0	\$ 4,085.00	215	\$ 4,085.00	0.0	\$ -
23	TS 16-202	Subgrade Preparation College Ave: Sta. 22+28.50 - 26+73.96	SY			2,175.00	\$1.85	\$4,023.75		\$ -	2,175.0	\$ 4,023.75	2,175	\$ 4,023.75	0.0	\$ -
27	TS 16-204	Remove and Relocate Existing Sign College Ave: Sta. 26+51.50 RT (R1-1 Stop)	EA		1	1	\$300.00	\$300.00		\$ -	1.0	\$ 300.00	1	\$ 300.00	0.0	\$ -
35	TS 16-208	Inlet Protection College Ave: Sta. 26+52.06, RT (INL #1) College Ave: Sta. 26+52.50, LT (INL #2)	EA		1 1	2	\$350.00	\$700.00		\$ -	2.0	\$ 700.00	2	\$ 700.00	0.0	\$ -
36	TS 16-208	Outlet Protection; D50=9" Rock Riprap	CY			4	\$350.00	\$1,400.00		\$ -	4.0	\$ 1,400.00	4	\$ 1,400.00	0.0	\$ -
15	TS 16-204	Adjust Manhole Lids	EA			1	\$300.00	\$300.00		\$ -	1.0	\$ 300.00	1	\$ 300.00	0.0	\$ -
16	TS 16-204	Adjust Water Valves	EA			4	\$250.00	\$1,000.00		\$ -	4.0	\$ 1,000.00	4	\$ 1,000.00	0.0	\$ -
Subtotal, Division 200								\$23,628.75		\$ -		\$ 64,953.75		\$ 64,953.75		\$ -
Division 300 - Bases																
37	TS 16-301	Aggregate Base Course Area: (8" Depth) College Ave: Sta. 22+58.50 to End; Half to Full-Width	SY			1,500.0	\$17.70	\$26,550.00		\$ -	2,057.0	\$ 36,408.90	2,057.0	\$ 36,408.90	-557.0	\$ (9,858.90)
Subtotal, Division 300								\$26,550.00		\$ -		\$ 36,408.90		\$ 36,408.90		\$ (9,858.90)
Division 400 - Pavements																
38	TS 16-401	HMA Grade SX - Pavement Area: 1.5"	TON			250	\$154.40	\$38,600.00		\$ -	259.3	\$ 40,031.29	259.3	\$ 40,031.29	-9.3	\$ (1,431.29)
39	TS 16-401	HMA Grade S - Pavement Area: 2.5"	TON			350	\$140.53	\$49,185.50	160.00	\$ 22,484.80	159.6	\$ 22,431.40	319.6	\$ 44,916.20	30.4	\$ 4,269.30
40	TS 16-412	30" Concrete Curb and Gutter	LF			375	\$23.10	\$8,662.50		\$ -	375.0	\$ 8,662.50	375.0	\$ 8,662.50	0.0	\$ -
Subtotal, Division 400								\$96,448.00		\$ 22,484.80		\$ 71,125.19		\$ 93,609.99		\$ 2,838.01

Division 500 - Pipes																
63	TS 16-505	30" Dia. RCP CLIII Storm Sewer Pipe	LF			96.47	\$175.00	\$16,882.25		\$ -	96.5	\$ 16,882.25	96.5	\$ 16,882.25	0.0	\$ -
	TS 16-505	Install Type 13 Combination Drop Box Inlet	EA			2	\$6,500.00	\$13,000.00		\$ -	2.0	\$ 13,000.00	2.0	\$ 13,000.00	0.0	\$ -
	TS 16-505	Install 30" Diameter Flared End Section	EA			2	\$2,750.00	\$5,500.00		\$ -	2.0	\$ 5,500.00	2.0	\$ 5,500.00	0.0	\$ -
Subtotal, Division 500								\$35,382.25		\$ -		\$ 35,382.25		\$ 35,382.25		\$ -
Division 600 - Miscellaneous																
64	TS 16-605	24" Stop Bar	LF			36	\$55.00	\$1,980.00	36.0	\$ 1,980.00	0.0	\$ -	36.0	\$ 1,980.00	0.0	\$ -
	TS 16-605	Rub Out Existing Striping	LF			2550	\$2.50	\$6,375.00	2,550.0	\$ 6,375.00	0.0	\$ -	2,550.0	\$ 6,375.00	0.0	\$ -
66	TS 16-605	Centerline (Double Yellow - 4" Wide Solid Line)	LF			850	\$2.30	\$1,955.00	850.0	\$ 1,955.00	0.0	\$ -	850.0	\$ 1,955.00	0.0	\$ -
68	TS 16-605	White - 4" Solid Broken Line	LF			4,000	\$1.90	\$7,600.00	4,000.0	\$ 7,600.00	0.0	\$ -	4,000.0	\$ 7,600.00	0.0	\$ -
	TS 16-605	Thermoplastic Right Turn Pavement Marking	EA			2	\$475.00	\$950.00	\$2.00	\$ 950.00	0.0	\$ -	2.0	\$ 950.00	0.0	\$ -
	TS 16-605	Thermoplastic Forward Arrow Pavement Marking	EA			1	\$475.00	\$475.00	1.0	\$ 475.00	0.0	\$ -	1.0	\$ 475.00	0.0	\$ -
	Chapter 6	Crack Seal Existing Pavement	LF			120	\$8.00	\$960.00	120.0	\$ 960.00	0.0	\$ -	120.0	\$ 960.00	0.0	\$ -
	TS 16-605	Thermoplastic Left Turn Pavement Marking	EA			1	\$475.00	\$475.00	1.0	\$ 475.00	0.0	\$ -	1.0	\$ 475.00	0.0	\$ -
69	TS 16-605	Furnish and Install New Sign and Post College Ave: Sta. 22+58.50, RT (R3-8b Right, Left Through Directional Sign)	EA			1	\$500.00	\$500.00	1.0	\$ 500.00	0.0	\$ -	1.0	\$ 500.00	0.0	\$ -
Subtotal, Division 600								\$21,270.00		\$ 21,270.00		\$ -		\$ 21,270.00		\$ -

Contractor _____ Date: _____

Engineer *RNH* _____ Date: 9/5/2023



SUBJECT FOR DISCUSSION

A Motion to Direct the City of Fort Lupton Planning Department to File the Local Government Affordable Housing Commitment in Order to Participate in Funding Programs Associated with Proposition 123 – Colorado Statewide Affordable Housing Fund (Prop 123-C.R.S. 29-32-101 – 29-32-106)

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Prop 123 created the State Affordable Housing Fund which will provide funding for affordable housing programs in Colorado. Municipalities and counties can opt in to this program if they so choose. In order for affordable housing development projects within the city to be eligible for funding provided through Prop 123, Fort Lupton must file a commitment with the Colorado Department of Housing (DOH). This commitment establishes affordable housing cost limits for the City along with the current/baseline number of affordable housing units in Fort Lupton, which the City intends to increase by no less than three percent each year for three years, totaling nine percent by the end of 2026. If this targeted growth is not met, the City would be ineligible for funding for Year 4 (2027) and could make a new 2-year commitment in Year 5 (2028). Additional requirements for the commitment could come after the initial 3-year period.

The baseline (upon which the commitment to increase affordable housing stock growth is measured) is established through a calculation that considers median income and the cost of available units. Municipalities have flexibility in which median income and economic variables they use/adjust to make their baseline calculation. Staff believes that housing costs and income for Weld County most closely reflects current housing and economic conditions within the city. The data used for Weld County was collected from the U.S. Census Bureau's American Community Survey (ACS).

Once a commitment is filed and accepted, new individual projects can pursue funding through a variety of programs established by Prop 123. Entities that can apply for loans and grants include the City of Fort Lupton, regional non-profits, private developers, individuals, and others. Although some details of the funding programs are currently unclear, there will surely be additional guidance as the program matures. The City and Planning Staff do not have ultimate authority to approve or reject funding applied for through Prop 123. However, State agencies have provided assurances that the City would be consulted during the application process, and any concerns expressed by Fort Lupton would need to be addressed by the applicant.

If the City intends to file a commitment, the deadline is November 1, 2023.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

The City Council has the following options:

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date

- a) Direct Staff to file a commitment using the Weld County Area Median Income (AMI) or Median Family Income to establish our baseline: roughly 97-102 affordable units at the end of three years
- b) Direct Staff to file a commitment with figures from a different jurisdiction
- c) Do not participate in Year 1
 - o The City could reevaluate next year and make a two-year, six-percent commitment or continue to not participate

STAFF RECOMMENDATION

Staff recommends Alternative A, directing Staff to file a commitment with Weld County figures. With current development projects that would count toward meeting the City's 9% goal. Staff believes that filing a commitment in Year 1, provides the greatest opportunity for projects to acquire funding over the full 3-year period with little to no negative consequence. Weld County figures appear to support projects that could provide beneficial affordable housing options for a variety of low- and middle-income households in the community.



Upcoming Events

- | | |
|------------------|---|
| October 5, 2023 | Fall Clean-Up Day, Curbside Pick-Up for Seniors and Disabled Citizens. Deadline to schedule pick-up is October 3, 2023. |
| October 7, 2023 | Fall Clean-Up Day, 8:00 a.m. – 12:00 p.m.
Public Works Shop, 800 12 th Street |
| October 14, 2023 | Pumpkinfest at the Fort, Historic Fort Lancaster,
2001 Historic Parkway, 3:00 p.m – 8:00 p.m. |