CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
REGULAR MEETING AGENDA
Tuesday, February 6, 2024
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Carlos Barron, Ward 3
David Crespin, 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. February 6, 2024 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. AM 2024-022 Approval of Payment to Weld County Communications in the Amount of $91,362.06 for Dispatch Services, Allocated from the Police Department Dispatch Contractual Services Budget

b. AM 2024-023 Approving a Resolution Amending the General Guidelines for Advisory Committees, Effective February 2, 2024

c. AM 2024-024 Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates to the Corresponding Advisory Committees for a Term Beginning February 6, 2024 and Ending December 31, 2025

d. AM 2024-025 Adopting a Resolution Approving the Buchanan Pre-Annexation Agreement

e. AM 2024-029 Approving the Resolution Ratifying the Reappointment of Kathleen Kvasnicka as a Member of the Fort Lupton Urban Renewal Authority to Serve as a Resident Representative for a Term Expiring February 18, 2029

f. AM 2024-028 Ratify Vote of Yes to the Amendment to the Highway 52 Access Control Plan Sent to Colorado Department of Transportation on May 31, 2023

Action Memorandum

a. AM 2024-031 Approving the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 5 Final Plat

b. AM 2024-030 Award 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

c. AM 2023-032 Award of Contract to Thalle Construction Co, INC. for an Amount Not to Exceed $25,919,700.00 for the METRO Connection Force Main and Lift Station Project from the Utility Fund

d. AM 2024-033 Award of Contract to Northern Colorado Constructors, Inc. for an Amount Not to Exceed $300,000.00 for Water Meter Replacement Installation Project from the Utility Fund Water Line Department

Information Memorandum

a. IM 2024-004 Discussion of the Sunrise Concept Plan

Staff Reports

Mayor/Council Reports

Future City Events

a. February 6, 2024 Upcoming Events

Upcoming Meetings

a. February 13, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 20, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
February 27, 2024 Town Hall Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.
March 5, 2024 City Council Meeting, City Hall, 130 S. McKinley Ave. 6:00 p.m.

Adjourn

Council Check Report

City of Fort Lupton

By Check Number

Date Range: 01/17/2024 - 02/06/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Golf Course-Golf Course							
000024	ACE HARDWARE OF FORT LUPTON		01/23/2024	Regular	0.00	22.99	86354
102179/1	Invoice	01/08/2024	GOLF-CLEANING CLOTH-MAINT		0.00	22.99	
000028	ACUSHNET COMPANY		01/23/2024	Regular	0.00	189.42	86355
917078719	Invoice	01/04/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	189.42	
002853	BUCKEYE CLEANING CENTER		01/23/2024	Regular	0.00	331.26	86356
90534349	Invoice	12/31/2023	GOLF-SUPPLIES-PRO SHOP		0.00	331.26	
000307	COMCAST CABLE COMM, LLC		01/23/2024	Regular	0.00	278.38	86357
0120790 JAN24	Invoice	01/06/2024	GOLF-JAN 24 INTERNET/PHONE SERVICE-...		0.00	278.38	
000425	ELEVATION COFFEE TRADERS		01/23/2024	Regular	0.00	157.00	86358
106161	Invoice	01/16/2024	GOLF-COFFEE-PRO SHOP		0.00	157.00	
003256	GLENN DUNLEAVY		01/23/2024	Regular	0.00	1,128.88	86359
GD22347-1	Invoice	12/04/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	1,128.88	
000736	LOCKETT REFRIGERATION, LLC		01/23/2024	Regular	0.00	589.18	86360
06772-1	Invoice	12/31/2023	GOLF-COOLER REPAIR-ORIG CHECK LOST-...		0.00	589.18	
001895	TERMINIX		01/23/2024	Regular	0.00	163.00	86361
442016885	Invoice	01/03/2024	GOLF-PEST CONTROL-PRO SHOP		0.00	163.00	
001963	WASTE CONNECTIONS OF COLO, INC		01/23/2024	Regular	0.00	643.58	86362
7527850V311	Invoice	01/15/2024	GOLF-FEB 2024 TRASH SERVICE-MAINT		0.00	388.15	
7527851V311	Invoice	01/15/2024	GOLF-FEB 2024 TRASH SERVICES-PRO SHOP		0.00	255.43	
000024	ACE HARDWARE OF FORT LUPTON		01/30/2024	Regular	0.00	243.73	86363
102379/1	Invoice	01/23/2024	GOLF-SPRAYER, BUTANE, HIGHLIGHTERS-...		0.00	82.48	
102386/1	Invoice	01/23/2024	GOLF-SANDBELT, HOOK & LOOP-MAINT		0.00	47.97	
87682/1	Invoice	01/23/2024	GOLF-TAP PLUG, FASTENERS-MAINT		0.00	6.98	
87722/1	Invoice	01/23/2024	GOLF-QUICK COUPLER, FLARE REDUCER-...		0.00	31.96	
87723/1	Invoice	01/23/2024	GOLF-QUICK CONNECTORS-MAINT		0.00	15.98	
87783/1	Invoice	01/23/2024	GOLF-CAP-MAINT		0.00	5.56	
87818/1	Invoice	01/23/2024	GOLF-FASTENERS-MAINT		0.00	0.75	
87958/1	Invoice	01/23/2024	GOLF-WRENCH, TAPE, FLY RIBBON-MAINT		0.00	31.53	
95054/1	Invoice	01/25/2024	GOLF-O RINGS-MAINT		0.00	5.53	
97392/1	Invoice	01/25/2024	GOLF-MOLD PANEL STRIP-MAINT		0.00	14.99	
000044	AGFINITY INC		01/30/2024	Regular	0.00	851.77	86364
I75317	Invoice	01/23/2024	GOLF-UNLEADED GASOHOL-MAINT		0.00	619.54	
I75318	Invoice	01/23/2024	GOLF-FIELDMASTER DYED DIESEL-MAINT		0.00	232.23	
000974	ALARM DETECTION SYSTEMS, INC.		01/30/2024	Regular	0.00	658.84	86365
870192-1078	Invoice	12/31/2023	GOLF-SECURTIY MONITORING-PRO SHOP		0.00	159.14	
870192-1083	Invoice	12/31/2023	GOLF-MONITORING SERVICE-		0.00	159.14	
870192-1084	Invoice	12/10/2023	GOLF-MONITORING SERVICE-		0.00	170.28	
870192-1085	Invoice	01/07/2024	GOLF-MONITORING SERVICE-		0.00	170.28	
000735	LL JOHNSON DISTRIBUTING		01/30/2024	Regular	0.00	605.50	86366
1919471-00	Invoice	01/05/2024	GOLF-SPRING STABILIZER, BEDBAR,HOLDE...		0.00	605.50	
000768	MASEK GOLF CAR OF COLORADO		01/30/2024	Regular	0.00	314.49	86367
01-84351	Invoice	01/16/2024	GOLF-PARTS-MAINT		0.00	314.49	
000862	O'REILLY AUTO PARTS		01/30/2024	Regular	0.00	20.98	86368

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
4489-113100	Invoice	01/23/2024	GOLF-BATTERY CABLE-MAINT		0.00	20.98	
001026	SPECIALTY CIGARS, LLC		01/30/2024	Regular	0.00	138.91	86369
US16-33172490	Invoice	01/06/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	138.91	
002266	COLORADO PAVING INC		01/30/2024	Regular	0.00	13,002.67	86370
2023-002	Invoice	12/31/2023	GC-CART PATH PAVING CO#1-GOLF		0.00	7,872.42	
2023-002-1	Invoice	12/31/2023	GC- CART PATH OVERLAY-GOLF		0.00	5,130.25	
000206	CENTURYLINK		02/06/2024	Regular	0.00	63.42	86371
333164407 JAN24	Invoice	01/19/2024	GOLF-JAN 2024 PHONE SERVICE-MAINT		0.00	63.42	
000241	CITY OF FT LUPTON-UTIL INVOICE		02/06/2024	Regular	0.00	336.50	86372
11-02490-01 DEC...	Invoice	02/01/2024	Water/Sewer Bill-Golf		0.00	204.31	
11-02521-01 DEC...	Invoice	02/01/2024	Water/Sewer Bill-Golf		0.00	91.25	
77-02145-01 DEC...	Invoice	02/01/2024	Water/Sewer Bill-Golf		0.00	40.94	
002723	EAGLE ROCK COMPANY OF COLO		02/06/2024	Regular	0.00	152.00	86373
12199919	Invoice	01/29/2024	GOLF-BEVERAGES-PRO SHOP		0.00	152.00	
000425	ELEVATION COFFEE TRADERS		02/06/2024	Regular	0.00	56.00	86374
106259	Invoice	01/29/2024	GOLF-COFFEE-PRO SHOP		0.00	56.00	
000768	MASEK GOLF CAR OF COLORADO		02/06/2024	Regular	0.00	108.17	86375
01-84473	Invoice	01/25/2024	GOLF-GOLF CART REPAIRS/MAINTENCE-M...		0.00	108.17	
001026	SPECIALTY CIGARS, LLC		02/06/2024	Regular	0.00	587.13	86376
US-16-33272954	Invoice	01/25/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	458.22	
US16-33284406	Invoice	01/26/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	128.91	
003200	SUNICE		02/06/2024	Regular	0.00	71.86	86377
U3576320	Invoice	01/26/2024	GOLF-MERCHANDISE-PRO SHOP		0.00	71.86	
003295	SWEET ROOFING		02/06/2024	Regular	0.00	23,307.00	86378
1092-23	Invoice	12/31/2023	REPAIR HAIL DAMAGED ROOFS-CIRSA PAID		0.00	23,307.00	
001207	WESTERN DISTRIBUTING INC		02/06/2024	Regular	0.00	75.70	86379
781964	Invoice	01/26/2024	GOLF-BEVERAGES-PRO SHOP		0.00	75.70	

Bank Code Golf Course Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	26	0.00	44,098.36
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
	44	**26**	**0.00**	**44,098.36**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: Pooled Cash-Pooled Cash							
003307	ACT GUNSMITHING		01/23/2024	Regular	0.00	600.00	101738
011124	Invoice	01/11/2024	GF-DONATION FOR R. APPLEGATE-PD		0.00	600.00	
000031	ADAMSON POLICE PRODUCTS		01/23/2024	Regular	0.00	18.00	101739
INV407738	Invoice	01/04/2024	GF-UNIFORM ALTERATIONS-PD		0.00	18.00	
000034	ADT SECURITY SYSTEM		01/23/2024	Regular	0.00	151.47	101740
50576495 FEB24	Invoice	02/01/2024	REC-SECURITY MONITORING FOR FEB24-		0.00	151.47	
001293	AMAZON.COM		01/23/2024	Regular	0.00	779.27	101741
117X-DVRD-79Y1	Invoice	01/05/2024	GF-SUPPLIES-PLANNING		0.00	139.96	
1CKT-VN7N-4RJT	Invoice	12/31/2023	GF-SUPPLIES-PD		0.00	639.31	
000108	AUSMUS LAW FIRM PC		01/23/2024	Regular	0.00	1,800.00	101742
8544	Invoice	12/31/2023	GL-PROSECUTION SERVICES FOR DEC 2023...		0.00	1,800.00	
001646	BANK OF COLORADO		01/23/2024	Regular	0.00	211.43	101743
0227 DEC2023	Invoice	12/31/2023	GF-FUEL CHARGES FOR DEC 2023-STREETS		0.00	211.43	
000232	CIRSA		01/23/2024	Regular	0.00	1,000.00	101744
232451	Invoice	12/31/2023	GF-CLAIM #PC60211601-1 DEDUCTABLE-M..		0.00	1,000.00	
002023	CITY OF GREELEY		01/23/2024	Regular	0.00	250.00	101745
2024	Invoice	01/01/2024	GF-NORTHERN COLO POLICE JOB FAIR-PD		0.00	250.00	
000268	COLORADO ANALYTICAL LAB		01/23/2024	Regular	0.00	48.00	101746
240111083	Invoice	01/12/2024	UF-SUPPLIES-W LINES		0.00	48.00	
002651	COLORADO COMMUNITY MEDIA		01/23/2024	Regular	0.00	78.80	101747
100935	Invoice	12/31/2023	GF-PUBLIC NOTICE-		0.00	78.80	
000302	COLORADO STATE UNIVERSITY		01/23/2024	Regular	0.00	140.00	101748
I23109469	Invoice	12/31/2023	GF-ACCESSION #F23-0096161, SANCHEZ-...		0.00	140.00	
000306	COMCAST BUSINESS		01/23/2024	Regular	0.00	2,242.66	101749
191179960	Invoice	01/01/2024	GF-INTERNET SERVICES FOR JAN 24-		0.00	2,242.66	
000307	COMCAST CABLE COMM, LLC		01/23/2024	Regular	0.00	249.44	101750
0208785 JAN24	Invoice	01/11/2024	GF-JAN 24 INTERNET SERVICES-PLANNING		0.00	249.44	
001517	CORE&MAIN LP		01/23/2024	Regular	0.00	1,235.40	101751
U067804	Invoice	12/20/2023	UF-3/4 110 CPLG IPSXCTS IPS COMP-W LI...		0.00	1,235.40	
000431	EMPLOYERS COUNCIL SERVICES INC		01/23/2024	Regular	0.00	514.50	101752
0000491539	Invoice	01/04/2024	GF-ANNUAL SUBSCRIPTION TO EMPLOYM...		0.00	514.50	
000513	G & G EQUIPMENT		01/23/2024	Regular	0.00	1,001.05	101753
145209	Invoice	01/10/2024	GF-OIL FILTERS, BELTS, OIL, BLADES-PARKS		0.00	1,001.05	
002222	GREELEY LOCK & KEY		01/23/2024	Regular	0.00	278.00	101754
0000026442	Invoice	01/10/2024	REC-DOOR REPAIR/SERVICE-REC CENTER		0.00	278.00	
003458	JUAN MONGE		01/23/2024	Regular	0.00	85.00	101755
2007385.001	Invoice	01/11/2024	REC-REFUND FOR BASKETBALL-		0.00	85.00	
000691	KONE INC		01/23/2024	Regular	0.00	140.80	101756
871244999	Invoice	12/31/2023	REC-ELEVATOR MAINTENANCE 12/01-12/...		0.00	140.80	
000698	L.G. EVERIST, INC		01/23/2024	Regular	0.00	970.84	101757
682444	Invoice	01/12/2024	UF-SQUEEGEE-W LINES		0.00	297.18	
682522	Invoice	01/15/2024	SD-SQUEEGEE-STORM DRAINAGE		0.00	673.66	
002957	MATIAS MARK PACHECO IV		01/23/2024	Regular	0.00	31.76	101758
011324	Invoice	01/13/2024	CEM-REIMBURSE FOR EMPLYEE LUNCH-C...		0.00	31.76	
000783	MEANDERING WITH MARY		01/23/2024	Regular	0.00	180.00	101759

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
011024	Invoice	01/10/2024	CPR-JANUARY CASINO TRIP-SENIORS		0.00	180.00	
000861	NVAA		01/23/2024	Regular	0.00	3,042.22	101760
112	Invoice	12/21/2023	CPR-INSURANCE FEES-ATHL		0.00	126.22	
121	Invoice	01/16/2024	CPR-BASKETBALL FEES-ATHL		0.00	2,916.00	
000865	OFFICE DEPOT		01/23/2024	Regular	0.00	55.20	101761
35773480001	Invoice	12/22/2023	GF-DISHWAND, DISH CLEANER-ADMIN		0.00	55.20	
000869	OPERATIONS MANAGEMENT INT		01/23/2024	Regular	0.00	141,312.39	101762
351230-25-02	Invoice	02/01/2024	OMI Monthly Allocations		0.00	141,312.39	
000862	O'REILLY AUTO PARTS		01/23/2024	Regular	0.00	5.16	101763
4489-107829	Invoice	12/27/2023	GF-MIN BULB-PD		0.00	5.16	
000896	PETTY CASH-FINANCE		01/23/2024	Regular	0.00	257.62	101764
DEC 23	Invoice	12/31/2023	GF-PETTY CASH REIMBURSEMENT FOR DE...		0.00	66.87	
JAN-24	Invoice	01/12/2024	GF-PETTY CASH REIMBURSEMENT		0.00	190.75	
000916	PRAIRIE MOUNTAIN MEDIA		01/23/2024	Regular	0.00	1,832.00	101765
0000370911	Invoice	01/01/2024	REC-WINTER/SPRING 24 BROCHURE PRINT...		0.00	1,832.00	
000932	R & M SERVICES		01/23/2024	Regular	0.00	100.11	101766
10799	Invoice	01/03/2024	GF-VEHICLE MAINTENANCE-PD		0.00	100.11	
003459	SAMANTHA DUDLEY		01/23/2024	Regular	0.00	75.00	101767
2007386.001	Invoice	01/11/2024	REC-REFUND FOR LIFEGUARD CLASS-		0.00	75.00	
001031	SPWRAP		01/23/2024	Regular	0.00	3,060.17	101768
2024 ASSESSME...	Invoice	01/17/2024	WST-2024 SPWRAP ASSESSMENT-WATER		0.00	3,060.17	
001040	STERICYCLE		01/23/2024	Regular	0.00	30.00	101769
8005833552	Invoice	12/31/2023	GF-SHREDDING SERVICE-CITY CL		0.00	30.00	
002694	SYMMETRY ENERGY SOLUTIONS LLC		01/23/2024	Regular	0.00	2,586.75	101770
17639204	Invoice	12/31/2023	REC-NATURAL GAS DELIVERIES FOR NOV2...		0.00	2,586.75	
002967	SYNERGETIC STAFFING LLC		01/23/2024	Regular	0.00	50.00	101771
21011619	Invoice	12/31/2023	GF-12-21-23 BACKGROUND CHECK ON F. ...		0.00	50.00	
001101	TODD HODGES DESIGN, LLC		01/23/2024	Regular	0.00	9,215.00	101772
3580	Invoice	01/16/2024	GF-PLANNING 01/04-01/14/2024-PLAN		0.00	9,215.00	
001746	TRANSUNION RISK AND ALTERNATIVE DATA SO		01/23/2024	Regular	0.00	109.60	101773
812682-202312-1	Invoice	12/31/2023	GF-DATA SEARCH SERVICES FOR DEC 1-31,...		0.00	109.60	
001126	TYLER TECHNOLOGIES		01/23/2024	Regular	0.00	185.00	101774
025-450467	Invoice	12/31/2023	GF-INSITE PORTAL FEES 10/01/23-12/31/2...		0.00	185.00	
003398	UNIVERSITY AUTO PARTS		01/23/2024	Regular	0.00	52.20	101775
191349	Invoice	01/11/2024	GF-FILTERS, OIL-PARKS		0.00	44.24	
191379	Invoice	01/11/2024	GF-SPIN ON FLUID FILTER-PARKS		0.00	7.96	
001963	WASTE CONNECTIONS OF COLO, INC		01/23/2024	Regular	0.00	1,377.13	101776
7527844V311	Invoice	01/15/2024	Waste Connections		0.00	157.99	
7527845V311	Invoice	01/15/2024	Waste Connections		0.00	228.67	
7527846 V311	Invoice	01/15/2024	Waste Connections		0.00	394.09	
7527847V311	Invoice	01/15/2024	Waste Connections		0.00	76.43	
7527848V311	Invoice	01/15/2024	Waste Connections		0.00	135.94	
7528368V311	Invoice	01/15/2024	Waste Connections		0.00	209.57	
7528777V311	Invoice	01/15/2024	Waste Connections		0.00	174.44	
003460	YOLITA GIRON		01/23/2024	Regular	0.00	75.00	101777
2007387.001	Invoice	01/11/2024	REC-REFUND FOR LIFEGUARD CLASS-		0.00	75.00	
001293	AMAZON.COM		01/23/2024	Regular	0.00	1,299.00	101778

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
RECEIPT #717036...	Invoice	01/17/2024	Amazon Prime Renewal		0.00	1,299.00	
000388	DIGETEKS, LLC		01/23/2024	Regular	0.00	41,520.00	101779
10318	Invoice	01/01/2024	Annual CyberSecurity Software		0.00	41,520.00	
000857	NORTHERN WATER		01/23/2024	Regular	0.00	98,805.55	101780
12237	Invoice	01/17/2024	UF-2024 Windy Gap Firming Assessment-...		0.00	98,805.55	
003443	PURCELL TIRE AND SERVICE CENTER		01/23/2024	Regular	0.00	7,935.63	101781
31612993	Invoice	01/11/2024	GF- NEW COMMERCIAL TIRES-UF		0.00	7,935.63	
003456	ROCKY MOUNTAIN PAWN INC		01/23/2024	Regular	0.00	10,640.00	101782
01/02/2024	Invoice	01/09/2024	Suppressor purchase		0.00	10,640.00	
000861	NVAA		01/24/2024	Regular	0.00	2,676.22	101783
112-1	Invoice	12/21/2023	GF-INSURANCE FEES-ATHL		0.00	126.22	
128	Invoice	01/18/2024	GF-BASKETBALL FEES-ATHL		0.00	2,550.00	
003416	SUTTELL & HAMMER PC		01/26/2024	Regular	0.00	175.36	101784
INV0001524	Invoice	01/26/2024	Case 2021C031101		0.00	175.36	
000024	ACE HARDWARE OF FORT LUPTON		01/30/2024	Regular	0.00	201.53	101785
2019 Credit	Credit Memo	01/22/2024	GF-CREDIT FOR OVERPAYMENT IN 2019-F...		0.00	-17.34	
89465/1	Invoice	01/22/2024	GF-SG20 SPRAYER, ORIGINAL INV DATE 06...		0.00	138.89	
CITATION#E0019...	Invoice	01/16/2024	GF-CITATION #E0019800 J. JAMES, VICTIM...		0.00	79.98	
000026	ACTIVE CABLING & COMMUNICATIONS LLC		01/30/2024	Regular	0.00	1,460.16	101786
202984	Invoice	01/23/2024	GF-INSTALLED CABLES IN NEW PD AREA-PD		0.00	1,460.16	
000031	ADAMSON POLICE PRODUCTS		01/30/2024	Regular	0.00	299.40	101787
INV408012	Invoice	01/09/2024	GF-UNIFORM SERVICES-PD		0.00	6.00	
INV408095	Invoice	01/10/2024	GF-UNIFORM-PD		0.00	214.20	
INV408098	Invoice	01/10/2024	GF-UNIFORMS-PD		0.00	35.00	
INV408342	Invoice	01/15/2024	GF-UNIFORMS-PD		0.00	44.20	
003355	ADOLFSON & PETERSON CONSTRUCTION		01/30/2024	Regular	0.00	590,166.21	101788
3	Invoice	12/31/2023	RC-REC EXPANSION CONSTRUCTION-REC		0.00	590,166.21	
000040	AFLAC		01/30/2024	Regular	0.00	2,949.90	101789
643978	Invoice	01/12/2024	GF-JAN 24 SUPPLEMENTAL INSURANCE-HR		0.00	2,949.90	
002941	AMERITAS LIFE INSURANCE CORP		01/30/2024	Regular	0.00	8,916.01	101790
010-57637-01 D...	Invoice	02/01/2024	GF-DENTAL INS FOR FEBRUARY 2024-HR		0.00	7,785.80	
010-57637-02 VIS...	Invoice	02/01/2024	GF-VISION INS FOR FEBRUARY 2024-HR		0.00	1,089.29	
010-57637-98 D...	Invoice	02/01/2024	GF-COBRA DENTAL INS FOR FEB 2024-HR		0.00	34.96	
010-57637-99 VIS...	Invoice	02/01/2024	GF-COBRA VISION INS FOR FEBRUARY 202...		0.00	5.96	
001918	AXON ENTERPRISES INC		01/30/2024	Regular	0.00	55,212.53	101791
INUS215294	Invoice	01/17/2024	GF-2024 Body Cam & Taser Maintenance-...		0.00	6,429.88	
INUS215764	Invoice	01/17/2024	GF-2024 Body Cam & Taser Maintenance-...		0.00	48,782.65	
000136	BG'S JAPANESE DESIGNS		01/30/2024	Regular	0.00	749.00	101792
6628A	Invoice	01/11/2024	GF-UNIFORMS-PD		0.00	24.00	
6630A	Invoice	01/16/2024	GF-UNIFORMS FOR STAFF-PW SHOP		0.00	435.00	
6632A	Invoice	01/21/2024	GF-UNIFORMS-PW SHOP		0.00	290.00	
000167	BRIGHTON FORD INC		01/30/2024	Regular	0.00	292.93	101793
366290	Invoice	01/12/2024	GF-VEHICLE REPAIRS-PD		0.00	292.93	
002122	BURNS & MCDONNELL ENGINEERING CO INC		01/30/2024	Regular	0.00	30,911.60	101794
160868-6	Invoice	12/31/2023			0.00	30,911.60	
000182	CEM SALES & SERVICE INC		01/30/2024	Regular	0.00	1,388.35	101795
161977	Invoice	12/04/2023	REC--PARTS/SUPPLIES-REC CNTER		0.00	1,388.35	
000216	CHAMBER OF COMMERCE		01/30/2024	Regular	0.00	500.00	101796

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
970	Invoice	01/17/2024	GF-ANNUAL MEMBERSHIP DUES-LEGIS		0.00	500.00	
000267	COLONIAL LIFE		01/30/2024	Regular	0.00	105.96	101797
78168200201413	Invoice	02/01/2024	GF-SUPP INS FOR FEBRUARY 2024-HR		0.00	105.96	
002651	COLORADO COMMUNITY MEDIA		01/30/2024	Regular	0.00	160.48	101798
104608	Invoice	01/19/2024	GF-LEGAL NOTICES-FIN		0.00	160.48	
000307	COMCAST CABLE COMM, LLC		01/30/2024	Regular	0.00	220.15	101799
0164533 FEB 2024	Invoice	01/13/2024	GF-INTERNET/PHONE JAN 23-FEB 24, 2024...		0.00	220.15	
001517	CORE&MAIN LP		01/30/2024	Regular	0.00	2,504.00	101800
U196531	Invoice	01/09/2024	UF-COPPER TUBE-W LINES		0.00	2,504.00	
003440	DEBTBOOK		01/30/2024	Regular	0.00	23,400.00	101801
DB2003937	Invoice	01/01/2024	GF-DEBT BOOK SOFTWARE-FINANCE		0.00	23,400.00	
000393	DISCOUNT PLUMBING SERVICES INC		01/30/2024	Regular	0.00	1,052.85	101802
0124-69	Invoice	01/17/2024	CPR-REPAIRS-MUSEUM		0.00	1,052.85	
001712	ENVIRONMENTAL PRODUCTS & ACCCESS LLC		01/30/2024	Regular	0.00	94.45	101803
269620	Invoice	01/23/2024	SF-HIGH PRESSURE BALL VALVE-S LINE		0.00	94.45	
003300	FILMTEC CORPORATION		01/30/2024	Regular	0.00	19,000.00	101804
951445127	Invoice	12/31/2023	UF - PRIMARY LOGIC CONTROLLER REPLA...		0.00	19,000.00	
000491	FORT LUPTON VETERINARY		01/30/2024	Regular	0.00	1,290.00	101805
012224	Invoice	12/31/2023	GF-POLICE IMPOUNDS-CODE		0.00	1,290.00	
002011	FRONT RANGE LUMBER COMPANY		01/30/2024	Regular	0.00	54.35	101806
A33821/2	Invoice	01/18/2024	GF-SUPPLIES-STREETS		0.00	54.35	
002222	GREELEY LOCK & KEY		01/30/2024	Regular	0.00	278.00	101807
0000026446	Invoice	01/10/2024	GF-DOOR REPAIR/SERVICE-PD		0.00	278.00	
000605	INTERNATIONAL INST OF MUNICIPAL		01/30/2024	Regular	0.00	310.00	101808
2024	Invoice	01/10/2024	GF-MEMBERSHIP FEES-CITY CL		0.00	310.00	
000745	LOUIS A GRESH		01/30/2024	Regular	0.00	1,600.00	101809
JAN 2024	Invoice	01/16/2024	GF-JAN 24 ARRAIGNMENT DOCKET-COURT		0.00	1,600.00	
001630	MEDICAL CENTER OF THE ROCKIES		01/30/2024	Regular	0.00	190.73	101810
336328128	Invoice	12/20/2023	GF-BLOOD DRAW, CASE #23FP01909-PD		0.00	190.73	
003464	MORGAN BETTERTON		01/30/2024	Regular	0.00	400.00	101811
CITATION #E001...	Invoice	01/22/2024	GF-RESTITUTION CASE REFUND CIT #E001...		0.00	400.00	
003430	O'CONNOR, INC.		01/30/2024	Regular	0.00	610.58	101812
78760	Invoice	12/22/2023	GF-UNIFORMS-		0.00	610.58	
000869	OPERATIONS MANAGEMENT INT		01/30/2024	Regular	0.00	115,949.77	101813
351230-24R-CL	Invoice	12/31/2023	UF-2023 OVERAGE		0.00	115,949.77	
000862	O'REILLY AUTO PARTS		01/30/2024	Regular	0.00	71.97	101814
4489-111825	Invoice	01/17/2024	GF-ANTIGEL-PARKS		0.00	14.99	
4489-112223	Invoice	01/19/2024	GF-NITRILE GLOVES-PW SHOP		0.00	56.98	
003452	POLYWOOD		01/30/2024	Regular	0.00	7,962.90	101815
IN23001310176	Invoice	01/04/2024	Pool Deck Chairs		0.00	7,962.90	
000924	PUBLIC AGENCY TRAINING		01/30/2024	Regular	0.00	650.00	101816
2249	Invoice	01/18/2024	GF-TRAINING-PD		0.00	650.00	
000931	R & L TIRES		01/30/2024	Regular	0.00	902.00	101817
51596	Invoice	01/17/2024	GF- TIRE DISPOSAL FEES-LEGIS		0.00	837.00	
51657	Invoice	01/23/2024	GF-TIRE REPAIR-W LINES		0.00	65.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
000932	R & M SERVICES		01/30/2024	Regular	0.00	322.58	101818
10800	Invoice	01/11/2024	GF-VEHICLE MAINTENANCE-PD		0.00	322.58	
003420	SAFTRON MANUFACTURING, LLC		01/30/2024	Regular	0.00	5,911.01	101819
80987	Invoice	01/23/2024	Pool Rail Replacement		0.00	5,911.01	
003412	SCOTT CARLSON		01/30/2024	Regular	0.00	6,500.00	101820
011924	Invoice	12/31/2023	GF-REFUND FOR PROJECT MET2023-001 S...		0.00	6,500.00	
003155	SHIRTS BY CHA LLC		01/30/2024	Regular	0.00	220.00	101821
2491	Invoice	01/22/2024	GF-FIELD OF HONOR BANNER-COM EVENTS		0.00	165.00	
2494	Invoice	01/22/2024	GF-4X8 FIELDS OF HONOR BANNERS-COM...		0.00	55.00	
001624	STATE OF COLORADO		01/30/2024	Regular	0.00	3,035.33	101822
000022458	Invoice	12/31/2023	UF-BILLS/LATE NOTICES/WATER NOTICE D...		0.00	3,035.33	
003462	SUSAN BROWN		01/30/2024	Regular	0.00	2,384.49	101823
CITATION #e002...	Invoice	01/16/2024	GF-CITATION #E0023275, D. THOMAS PAD...		0.00	2,384.49	
002694	SYMMETRY ENERGY SOLUTIONS LLC		01/30/2024	Regular	0.00	3,115.31	101824
17791574	Invoice	12/31/2023	REC-NATURAL GAS DELIVERIES FOR DEC23...		0.00	3,115.31	
001075	THE CONSOLIDATED MUTUAL		01/30/2024	Regular	0.00	154.66	101825
011924A	Invoice	12/31/2023	UF-DEC 2023 PERRY PIT DISCHARGE PUMP...		0.00	74.78	
011924B	Invoice	12/31/2023	UF-DEC 2023 WELL PUMP B-W STOR		0.00	46.41	
011924C	Invoice	12/31/2023	UF-DEC 2023 WELL PUMP C-W STOR		0.00	33.47	
003465	THE GAS CONNECTION		01/30/2024	Regular	0.00	75.50	101826
012424	Invoice	01/24/2024	GF-CASCADE CONTRACTOR'S LICENSE REF...		0.00	75.50	
001135	UNION PACIFIC RAILROAD CO		01/30/2024	Regular	0.00	2,723.58	101827
90132328	Invoice	12/31/2023	SST - Prelim Design CR12 Crossing - Streets		0.00	2,723.58	
001137	UNITED POWER		01/30/2024	Regular	0.00	188.85	101828
10213507 DEC20...	Invoice	12/31/2023	GF-ELEC SERVICES 12/13/23-01/14/24,12...		0.00	188.85	
003160	UNITEDHEALTHCARE INSURANCE COMPANY		01/30/2024	Regular	0.00	112,298.29	101829
259034149556	Invoice	02/01/2024	GF-HEALTH INS FOR FEBRUARY 2024-HR		0.00	112,298.29	
003398	UNIVERSITY AUTO PARTS		01/30/2024	Regular	0.00	27.56	101830
189473	Invoice	12/14/2023	UF-PARTS-W LINES		0.00	27.56	
001174	WAGNER EQUIPMENT CO.		01/30/2024	Regular	0.00	353.50	101831
P00C2651246	Invoice	01/11/2024	GF-PARTS FOR '14 CAT924K-		0.00	353.50	
001203	WELD COUNTY SHERIFF'S OFFICE		01/30/2024	Regular	0.00	37.83	101832
1830 122023	Invoice	12/21/2023	GF-JAIL FEES, M. SALAS-COURT		0.00	37.83	
001224	XCEL ENERGY-GAS		01/30/2024	Regular	0.00	345.55	101833
861797889	Invoice	01/22/2024	GF-GAS SERVICE 12/20/23-01/22/24-FAC		0.00	345.55	
002835	BRANDING BY BRE		02/06/2024	Regular	0.00	3,100.00	101834
1238	Invoice	02/01/2024	Social Media Management		0.00	3,100.00	
000182	CEM SALES & SERVICE INC		02/06/2024	Regular	0.00	3,564.48	101835
162258	Invoice	01/23/2024	REC-POOL/SPA CHLORINE FEEDERS-REC C...		0.00	3,564.48	
000241	CITY OF FT LUPTON-UTIL INVOICE		02/06/2024	Regular	0.00	4,546.32	101836
110035001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
110221001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
110222001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
110251001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
330025001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
330031001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
330045001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	144.95	
330092001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
330166001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	97.53	
330920000 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
550055501 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	158.12	
550057001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	572.65	
550057601 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	2,406.02	
550057701 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
660092001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
770109501 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
770116501 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
770229001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
770229501 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
770229601 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.71	
770231101 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
990004001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
990004101 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	91.25	
990005001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	269.24	
990006001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
990007001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
990008001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	34.65	
990132001 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	38.45	
999910000 JAN24	Invoice	01/31/2024	Water/Sewer Bill-City		0.00	75.05	
	Void		02/06/2024	Regular	0.00	0.00	101837
002651	COLORADO COMMUNITY MEDIA		02/06/2024	Regular	0.00	158.21	101838
104909	Invoice	01/26/2024	GF-LEGAL NOTICES-		0.00	158.21	
000307	COMCAST CABLE COMM, LLC		02/06/2024	Regular	0.00	279.25	101839
0117309 FEB24	Invoice	01/14/2024	REC-CABLE/MUSIC 01/14-02/13, '24-REC C...		0.00	279.25	
003468	COMMERCIAL REAL ESTATE EXCHANGE, INC.		02/06/2024	Regular	0.00	2,200.00	101840
INV-410900	Invoice	01/25/2024	GF-CREXI INTELLIGENCE -CITY ADMIN		0.00	2,200.00	
001517	CORE&MAIN LP		02/06/2024	Regular	0.00	2,784.72	101841
U200530	Invoice	01/19/2024	UF-SIGMA 20X36 MTR PIT-W. LINES		0.00	2,784.72	
000339	CTL THOMPSON, INC		02/06/2024	Regular	0.00	5,884.50	101842
693379	Invoice	01/31/2024	RC-CONSTRUCTION OBSERVATION & MAT...		0.00	5,884.50	
003325	HEALTHY START CHILD CARE HEALTH CONSULTI		02/06/2024	Regular	0.00	135.00	101843
8	Invoice	01/18/2024	REC-MONTHLY NURSE CONSULTATION-RE...		0.00	135.00	
003466	HEIDI CLOUD		02/06/2024	Regular	0.00	15.00	101844
2007394.001	Invoice	01/19/2024	REC-REFUND FOR TEEN TRIP		0.00	15.00	
000865	OFFICE DEPOT		02/06/2024	Regular	0.00	56.97	101845
349053643001	Invoice	01/17/2024	GF-SELF INKING STAMP-PLANNING		0.00	33.99	
349054856001	Invoice	01/15/2024	GF-SUPPLIES-		0.00	22.98	
000931	R & L TIRES		02/06/2024	Regular	0.00	156.00	101846
51684	Invoice	01/24/2024	GF-TIRE DISPOSAL-LEGIS		0.00	156.00	
000956	ROCKY MOUNTAIN LOW VOLTAGE		02/06/2024	Regular	0.00	135.00	101847
20240082	Invoice	01/01/2024	REC-QUARTERLY MONITORING JAN-MAR...		0.00	135.00	
003471	SIMPLE MODERN		02/06/2024	Regular	0.00	4,206.23	101848
D6405	Invoice	02/01/2024	GF-MERCHANDISE-HR		0.00	4,206.23	
003295	SWEET ROOFING		02/06/2024	Regular	0.00	148,057.00	101849
1078-23	Invoice	12/31/2023	REPAIR HAIL DAMAGED ROOFS-CIRSA PAID		0.00	48,692.00	
2094.23.1.29.24	Invoice	01/29/2024	GF-PW SHOP ROOF REPLACEMENT-SHOP		0.00	99,365.00	
001101	TODD HODGES DESIGN, LLC		02/06/2024	Regular	0.00	9,351.25	101850
3581	Invoice	01/31/2024	GF-PLANNING JANUARY 16-28, 2024-PLAN		0.00	9,351.25	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
001105	TOSHIBA FINANCIAL SERVICES		02/06/2024	Regular	0.00	2,768.23	101851
520626557	Invoice	01/21/2024	GF-JAN24 BSMNT COPIER LEASE-		0.00	283.52	
520626870	Invoice	01/15/2024	Copier Lease		0.00	2,484.71	
003411	ULTIMATE DENT REMOVAL LLP		02/06/2024	Regular	0.00	17,992.84	101852
1814	Invoice	12/01/2023	GF-Vehcile Hail Damage Repairs-Misc		0.00	11,250.56	
1815	Invoice	12/01/2023	GF-Vehcile Hail Damage Repairs-Misc		0.00	6,742.28	
001149	UTILITY NOTIFICATION CENTER		02/06/2024	Regular	0.00	334.11	101853
2240101567	Invoice	01/31/2024	UF-RTL TRANSMISSIONS-ADMIN		0.00	334.11	
003469	WANCO INC		02/06/2024	Regular	0.00	240.00	101854
FMI-0002544	Invoice	01/01/2024	GF-ONE YEAR SUBSCRIP VERIZON DATA SE...		0.00	240.00	
001224	XCEL ENERGY-GAS		02/06/2024	Regular	0.00	2,900.16	101855
862943210	Invoice	01/31/2024	Xcel Gas Bill		0.00	2,900.16	
001035	STANDARD INSURANCE CO.		02/01/2024	Regular	0.00	7,523.10	101856
00 759761 0001 ...	Invoice	02/01/2024	LI, AD&D, LTD, STD Ins Prem		0.00	7,523.10	
003046	PERKINS + WILL, INC.		01/23/2024	EFT	0.00	14,209.45	9001430
222254.000-205...	Invoice	12/31/2023	RC-DESIGN OF ADDITIONS- REC CENTER		0.00	14,209.45	
003046	PERKINS + WILL, INC.		01/30/2024	EFT	0.00	14,043.61	9001431
222254.000-206...	Invoice	01/22/2024	RC-Design of Additions-Rec Center		0.00	14,043.61	
000119	BANK OF COLORADO		01/26/2024	Bank Draft	0.00	7,343.71	DFT0002335
INV0001521	Invoice	01/26/2024	HSA DISTRIBUTION		0.00	7,343.71	
000119	BANK OF COLORADO		01/26/2024	Bank Draft	0.00	845.83	DFT0002336
INV0001522	Invoice	01/26/2024	HSA DISTRIBUTION		0.00	845.83	
001416	VALIC_1		01/26/2024	Bank Draft	0.00	49,038.19	DFT0002337
INV0001523	Invoice	01/26/2024	VALIC - 457(b) $ Contributions		0.00	49,038.19	
001265	IRS		01/26/2024	Bank Draft	0.00	75,198.87	DFT0002338
INV0001525	Invoice	01/26/2024	Federal Withholding		0.00	75,198.87	
001418	CO DEPARTMENT OF REVENUE		01/26/2024	Bank Draft	0.00	13,350.00	DFT0002339
INV0001526	Invoice	01/26/2024	CO Withholding		0.00	13,350.00	

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	178	118	0.00	1,562,416.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	5	5	0.00	145,776.60
EFT's	2	2	0.00	28,253.06
	185	**126**	**0.00**	**1,736,446.61**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	222	144	0.00	1,606,515.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	5	5	0.00	145,776.60
EFT's	2	2	0.00	28,253.06
	229	**152**	**0.00**	**1,780,544.97**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	1/2024	1,539,398.82
999	POOLED CASH/CONSOLIDATED CASH	2/2024	241,146.15
			1,780,544.97

City Council Meeting
Date: February 6, 2024
Staff: Will Carnes, Lieutenant

AM 2024-022
Public Hearing☐

SUBJECT FOR DISCUSSION

Approval of Payment to Weld County Communications in the amount of $91,362.06 for Dispatch Services, Allocated from the Police Department Dispatch Contractual Services budget.

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The City of Fort Lupton has an agreement with Weld County Communications to provide public safety dispatching and telephone emergency communication. The service agreement includes Fort Lupton's share of public safety communication costs ($85,162.06) and public safety wireless maintenance ($6,200). The total 2024 cost for service is $91,362.06.

FINANCIAL CONSIDERATIONS

Funding of $101,825 for this payment was included in the approved 2024 Police Department Dispatch Contractual Services budget in the General Fund.

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

N/A

STAFF RECOMMENDATIONS

Staff recommends paying the agreement.

Attachments: a. Invoice from Weld County Communications

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

Please Remit Payment To:
Weld County
C/O Crystal Pratt
1551 N 17th Ave #2
Greeley, CO 80631

Regional Communications
Public Safety Wireless

Invoice

Work Order: 104366

INVOICE PREPARED BY
Crystal Pratt
970-400-2899

TERMS
Due on receipt

FPPD Fort Lupton PD 130 S. McKinley Ave. Fort Lupton, CO 80621	Date In: 1/24/2024 6:47:27 AM Date Out: 1/24/2024 6:47:27 AM	Bill To: Fort Lupton PD 130 S. McKinley Ave. Fort Lupton,CO 80621 7204666131

Service Requested: 2024 Annual Dispatch Services Cost Allocation & Wireless Services Radio Maintenance	Action Taken:

Parts Budget Code:

Qty	Item	Description	Part Price	Ext Total	Billable
1	WCRCC CA	Public Safety Communications Cost Allocation for Dispatch Services	$85,162.06	$85,162.06	$85,162.06
1	PSWC CA	Public Safety Wireless Annual Maintenance	$6,200.00	$6,200.00	$6,200.00
			Parts Total	**$91,362.06**	**$91,362.06**

Grand Total **$91,362.06**

Make all checks payable to WELD County
Please reference your invoice number or include a copy of the invoice when submitting payment. Thank you.
If you have any questions concerning this invoice contact Crystal Pratt cpratt@weldgov.com

1/24/2024 6:48:23 AM

City Council Meeting
Date: February 6, 2024
Staff: Mari Peña, City Clerk

AM 2024-023
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Amending the General Guidelines for Advisory Committees Effective February 2, 2024

SUMMARY STATEMENT/BACKGROUND DISCUSSION

After review of the standing advisory committees by Staff and City Council, it was determined that amendments to the guidelines were needed to continue consistency within the committees.

The City Council may establish as many advisory committees as deemed necessary and appropriate, as standing committees or as temporary, ad-hoc committees; or, as task forces to investigate, report or to otherwise advise the Council on essential matters of public interest.

The City Council deems it necessary to remove the Finance/Utility Advisory Committee and the Special Projects Advisory Committee due to citizen nonparticipation. During the review of committees, the City Council approved the establishment of a Youth Advisory Committee to allow for youth leadership by volunteering and engaging in the community.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1. Approve the changes General Guidelines for Advisory Committees.
2. Deny the changes.

STAFF RECOMMENDATIONS

Staff seeks approval of the changes.

Attachments:
a. Proposed Resolution
b. Guidelines for Advisory Committees

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON AMENDING THE GENERAL GUIDELINES FOR ADVISORY COMMITTEES EFFECTIVE FEBRUARY 2, 2024

WHEREAS, the City Council may establish as many advisory committees as deem necessary and appropriate, as standing committees or as temporary, ad-hoc committees; or, as task forces to investigate, report or to otherwise advise the Council on essential matters of public interest; and

WHEREAS, staff and City Council have reviewed the standing advisory committees;

WHEREAS, the City Council deems it necessary to remove the Finance/Utility Advisory Committee and the Special Projects Advisory Committee due to citizen nonparticipation; and

WHEREAS, the City Council deems it necessary to establish a Youth Advisory Committee to allow for youth leadership by volunteering and engaging in the community;

WHEREAS, the guidelines should be amended to continue consistency within the committees.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council, has reviewed the proposed changes to the guidelines dated February 6, 2024, and herby adopts the General Guidelines for Advisory Committees and will supersede any and all previous guidelines.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL OF THE CITY OF FORT LUPTON, COLORADO THIS 2nd DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

GENERAL GUIDELINES FOR ADVISORY COMMITTEES

Revised and Effective: February 6, 2024

Resolution 2024Rxxx

Each advisory committee shall follow the same basic guidelines in order to ensure consistency in the administration of committee affairs. These guidelines are as follows:

1. Terms of members of the advisory committees shall be as follows unless otherwise authorized: Each term shall be for two (2) years; terms shall commence on January 1st of each even year and continue until December 31st of each odd year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor.
2. All voting members of advisory committees shall live within one of the following zones: school district, fire district, Fort Lupton zip code.
3. Unless specifically authorized otherwise by the City Council, all committees created under this resolution shall have a minimum of three (3) members but shall not have a maximum. In addition, each committee may have up to two (2) City Council members who shall serve as ex-officio. Regardless of how many members are appointed, a quorum shall consist of fifty-one (51%) of all appointed members. When not appointed by the Mayor, the committee shall elect a chairperson and vice chairperson from their peers by majority vote. City Council members (ex-officio) and full-time staff shall not chair any advisory committee unless otherwise specifically authorized by the City Council.
4. The ex-officio's role is to be a liaison between the committee and City Council. The full-time staff is to be a liaison between the committee and the City Administrator. Neither the ex-officio nor the full-time staff has voting authority and shall remain neutral and refrain from making recommendation or interjecting opinions.
5. In order to have the broadest spectrum of input and participation; it will be the City's goal that members of advisory committees will generally include representation from all wards in the community where possible.
6. Advisory committee members shall generally be appointed under the following guidelines:
    A. The City shall post a notice of committee vacancies in the City's web page as necessary.
    B. The notice will ask that any individual meeting the residency requirements outlined in Paragraph number 2 above who is interested in being considered for a position on a particular committee should complete an application indicating such interest and which committee the individual is interested in serving on.
    C. Application forms shall be made available on the City's webpage or a paper application can be obtained at the City Clerk's office and shall include, at a minimum, the following information:
        1. Full Name

2. Physical address (a post office box may be added for mailing purposes).
3. Telephone number.
4. Name of Committee(s) for which the candidate is applying.
5. List of previous/existing committees served on and other relevant information.
6. Brief description of the reason(s) the applicant wishes to serve on the respective committee.
7. Signature of applicant.

D. The City Clerk shall compile the applications and submit them to the Mayor for review.

E. The Mayor shall select from the list of qualified applicants those individuals he/she wishes to recommend for each vacancy. The Mayor shall then present his/her appointments to the City Council for ratification. If so desired, the Mayor may request that the City Council make the appointment(s).

F. The City Council shall consider the appointments of the Mayor and either ratify or disapprove the appointments as presented.

G. A majority approval of the City Council is required on all ratifications.

H. The Mayor specifically reserves the right to appoint or not appoint an applicant for a vacancy and may deny re-appointment of members without cause.

7. Full-time City employees shall not serve as a voting member on any advisory committee unless specifically authorized by the City Council.

8. Each advisory committee may be assigned a staff liaison as determined by the Mayor or City Administrator and to the extent that such staff is available. However, advisory committees are not in a position of authority over, do not supervise, nor shall they be dependent upon, any administrative staff to conduct official business of the committee.

9. All advisory committees shall have the broad authority to study and research issues, problems and solutions thereto relative to the subject matter of each committee and advise and make recommendations to the City Council on action to be taken by the City of Fort Lupton on matters of City interest. In accordance with the Colorado Revised Statutes as amended, it is the sole responsibility of the City Council to make all final decisions on matters within its statutory authority. Advisory committees are established to enhance the knowledge and awareness of the City Council on issues of interest to the City and do not exercise any authority over the City Council.

10. Each advisory committee may participate in, and make recommendations to, the City Council during the annual budget process to suggest program changes, capital projects or other improvements.

11. Any advisory committee may appoint specific sub-committees or task force(s), made up of its own members, to study specific issues to report back to the committee as a whole. A written letter to the City Council shall be sent to the City Council indicating the reason that the sub-committee was created, basic information as to what the sub-committee is expected to accomplish, and the length of time the sub-committee is expected to serve.

12. Each advisory committee shall have a stated purpose identifying the extent of its responsibilities.

13. All committees shall be governed in their proceedings by Roberts Rules of Order and their meetings shall be open to the public. The time and place of meetings shall be agreed upon by the committee and shall be posted according to City policy. Meetings must be held at a minimum of once per month, or as often as the Chairperson has business to bring before the committee. In the event of an emergency, the Chairperson or two or more members may call a special meeting upon twenty-four (24) hours notice.

14. All committee members are subject to state law and any ordinances and resolutions adopted by the City Council relative to a code of ethical conduct and conflicts of interest. If any member has a conflict of interest as determined by the individual committee membership, that member should be excused from participation and voting on that matter in which they have a conflict, resign or be subject to expulsion on appeal to the Mayor.

15. The committee shall appoint a secretary. The chairperson or the vice chairperson may also serve as secretary, if necessary. The secretary shall maintain minutes and other records necessary to the conduct of committee business. Copies of minutes shall be forwarded to the City Council.

17. Attendance Requirements.

    A. All committee members shall be required to regularly attend committee meetings, both regular and special, for the purpose of conducting official committee business. The minimum attendance requirements shall be that no committee member shall be permitted to be absent for more than three (3) consecutive regular or special meetings unless said member is excused by the remaining members of the committee.

    B. Excused absences. The committee shall have the authority to excuse the absence of any member for any reason the committee may deem reasonable and appropriate, taking into account the family, work and health and any other appropriate circumstances of the member.

C. Vacancy declared. The committee may declare vacant any permanent seat, or the seat of an alternate, where a committee member has accrued three (3) consecutive unexcused absences. Advertisement and appointment for the vacancy shall fall under the guidelines of paragraph number 5 in this section to fill the unexpired term.

18. All advisory committee members shall serve without compensation.

19. All uncompensated elected and appointed officials are excluded from Workers' Compensation Insurance and are added to the Volunteer Accident Medical Plan (VAMP).

LIST OF ADVISORY COMMITTEES

The City Council may establish as many advisory committees as they deem necessary and appropriate, as standing committees or as temporary, ad-hoc committees; or, as task forces to investigate, report or otherwise advise the Council on essential matters of public interest.

Current standing committees are as follows:

Standing Committees:

- Cemetery Committee
- Public Safety Committee
- Parks and Recreation
- Golf Committee
- Senior Citizen Committee
- Youth Advisory Committee

SPECIFIC REQUIREMENTS FOR INDIVIDUAL ADVISORY COMMITTEES

Special requirements for advisory committees shall be listed in this section. Such requirements may be changed, modified or altered by the City Council as often as they deem necessary or appropriate.

Cemetery Committee:

Purpose: The Cemetery Committee is established to advise the City Council on matters relating to the operations and administration of the Hillside Cemetery including policy issues, management practices, and service needs.

1. The Committee shall have the broad authority to study and research any and all cemetery matters including, but not limited to, industry practices, regional studies on fees and charges, and other matters appropriately of interest to the Committee.

2. The Committee shall monitor the Cemetery Rules and Regulations Handbook and shall advise and make recommendations to the City Council on necessary changes or modifications.

Public Safety Committee:
Purpose: The Public Safety Committee is established to advise the City Council on matter relating to upcoming issues facing the community.

1. The Committee shall analyze the proposed ordinances and policies, providing suggested changes and recommendations to the City Council.

2. The Committee shall construct surveys and reports on the public's opinion of the police department and other quality of life issues facing the citizens of Fort Lupton.

Parks and Recreation
Purpose: The Parks and Recreation Committee is established to advise the City Council on matters relating to the culture, parks and recreational affairs of the City including policy issues, parks and open space land issues, the community center, recreational programs, and service needs.

1. The Committee shall have the broad authority to study and research any and all culture, parks & recreation matters including, but not limited to, industry practices, programmatic analysis, regional studies, and other matters appropriately of interest to the Committee.
2. The Committee shall monitor City programs both recreational and to the Museum and shall advise and make recommendations to the City Council on necessary changes or modifications.

Golf Committee:
Purpose: The Golf Committee is established to advise the Golf Course Enterprise Board on matters relating to the operations of the Coyote Creek Golf Course including policy issues, financial strategies and service needs.

1. The Committee shall have the broad authority to study and research golf enterprise related matters including, but not limited to, industry practices, regional studies, green fees, contracts and agreements, and other matters appropriately of interest to the Committee.

Senior Citizen Committee:
Purpose: The Senior Citizen Committee is established to advise the City Council on matters relating to the senior citizen activities and affairs including recreational and leisure programs, travel desires, and service needs.

1. The Committee shall have the broad authority to study and research any and all senior activity matters including, but not limited to, programmatic analysis, regional travel opportunities, and other matters appropriately of interest to the Committee.
2. The Committee shall monitor programs for seniors and shall advise and make recommendations to the City Council on necessary changes or modifications.

Youth Committee

Purpose: The Youth Committee is established to allow for youth leadership by volunteering and engaging with the community.

1. The Committee shall have the broad authority to study and research any and all youth activity matter within the City.
2. The Committee shall discuss and decide on various volunteer activities/events to participate in and/or organize throughout the community.
3. The Committee may present Youth and Teen Activities and engagement information to schools, organizations and committees if requested.
4. Youth Committee applicants must be enrolled in grades 6-12. The term shall be from August to August of each year.

COMMITTEES OTHER THAN ADVISORY

This resolution shall not apply to any statutory board, authority or commission whose responsibilities and membership are provided pursuant to the Colorado Revised Statutes 1973 as amended and specifically shall not apply to the following:

- Board of Adjustment
- Planning and Zoning Commission
- Historic Preservation Board

City Council Meeting
Date: February 6, 2024
Staff: Mari Peña, City Clerk

AM 2024-024
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving a Resolution Ratifying the Mayor's Appointment of the Attached List of Candidates (Exhibit A) to the Corresponding Advisory Committees for a Term Beginning February 6, 2024 and Ending December 31, 2025

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Terms of all members of all advisory committees shall commence on January 1st of each even year and continue until December 31st of each odd year. The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor. As a result, notifications with re-appointment applications were sent to current committee members advising them that their terms will expire December 31, 2023. It was requested that they submit a new application as to their desire regarding continued membership. Notices have been posted on the City of Fort Lupton's webpage soliciting applications for advisory committees.

All voting members of advisory committees shall live within one of the following zones (school district, fire district, or Fort Lupton zip code).

Exhibit "A" represents a list of the active general advisory committees with the proposed member list. Current policy establishes that, "The Mayor shall appoint members to all advisory committees to be ratified by the City Council and members so appointed shall serve at the pleasure of the Mayor."

FINANCIAL CONSIDERATIONS

Not Applicable

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable

ALTERNATIVES/OPTIONS

1. Continue to solicit for applications through announcements on the City of Fort Lupton's webpage and social media accounts.

STAFF RECOMMENDATIONS

Staff recommend approving the proposed resolution

Attachments: a. Proposed Resolution and Exhibit A

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

RESOLUTION 2024Rxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON RATIFYING THE MAYOR'S APPOINTMENT OF THE ATTACHED LIST OF CANDIDATES (EXHIBIT "A") TO THE CORRESPONDING ADVISORY COMMITTEES FOR A TERM BEGINNING FEBRUARY 6, 2024 AND ENDING DECEMBER 31, 2025

WHEREAS, each candidate has submitted a request in the form of an application for the Mayor to consider appointment or reappointment to committee positions allowing them the opportunity to serve the City of Fort Lupton.

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council hereby ratifies the Mayor's appointment of the attached list of candidates to the corresponding Advisory Committees for a term beginning February 6, 2024 and ending December 31, 2025.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

EXHIBIT "A"
Advisory Committee Appointments

PUBLIC SAFETY COMMITTEE		
Name	***Term***	***Position***
James A. Doanes	02/6/2024-12/31/2025	
John Fryar		City Liaison
GOLF COMMITTEE		
Name	**Term**	**Position**
Donald "Doug" Walker	02/6/2024-12/31/2025	
Richard Callaway	02/6/2024-12/31/2025	
Tyler Tarpley		City Liaison
CEMETERY COMMITTEE		
Roberto Cardenas	02/6/2024-12/31/2025	
Marilyn Bangert	02/6/2024-12/31/2025	
Roy Vestal Mari Peña		City Liaison
PARKS AND RECREATION COMMITTEE		
Julie Holm		City Liaison
SENIOR CITIZEN ADVISORY COMMITTEE		
Name	**Term**	**Position**
Marlene Stieber	02/6/2024-12/31/2025	
Lucy Miller	02/6/2024-12/31/2025	
Judy R. Ceretto	02/6/2024-12/31/2025	
James Ripka	02/6/2024-12/31/2025	
Carol Criswell	02/6/2024-12/31/2025	
Mary Ann Merritt	02/6/2024-12/31/2025	
Monty Schuman		City Liaison

City Council Meeting
Date: February 6, 2024
Staff: Sean McDermott, Planner

AM 2024-025
Public Hearing☐

SUBJECT FOR DISCUSSION

Adopting a Resolution Approving the Buchanan Pre-Annexation Agreement

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This request is to authorize the Mayor to execute a pre-annexation agreement between Ryan Buchanan and the City of Fort Lupton ("Agreement"). This Agreement is for the future annexation of 43 acres, more or less, of a property owned by Ryan Buchanan, which is located north and adjacent to County Road 20 and roughly a half mile east of County Road 19 in unincorporated Weld County, and further legally described under Exhibit A of the Agreement. The Agreement arose from Mr. Buchanan bringing a Change of Zone application before the Weld County Board of County Commissioners requesting a rezone from (A) Agricultural to (C-3) Heavy Commercial. As a condition of approval from the Board of County Commissioners to ensure compatible uses. Mr. Buchanan must execute a pre-annexation agreement with the City of Fort Lupton. Based upon the Agreement, Mr. Buchanan or the future property owner shall apply for annexation to the City of Fort Lupton after 10 years, with the City having the option to decline annexation. If the property owner files an application with the County within the 10-year period for a use prohibited in Exhibit B of the Agreement, this would trigger the City's ability to provide notice requiring the property owner to apply for annexation.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

The property is located within the City of Fort Lupton's comprehensive plan area and three-mile plan. The comprehensive plan future land use map identifies future use of the property as agricultural. However, this is currently being reviewed with the surrounding municipalities for a future commercial corridor along CR 19. The pre-annexation agreement ensures commercial zoning is provided to Mr. Buchanan or the property owner at time of annexation.

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____
City Clerk

_____
Date

ALTERNATIVES/OPTIONS

The City Council has the following options:

1. Approve the Resolution authorizing the Mayor to enter into a pre-annexation agreement with Ryan Buchanan.
2. Do not approve the Resolution authorizing the Mayor to enter into a pre-annexation agreement with Ryan Buchanan.
3. Send the Resolution back to staff for further review and comment.

STAFF RECOMMENDATION

Staff recommends Alternative 1, approving the Resolution to enter into a pre-annexation agreement between Ryan Buchanan and the City of Fort Lupton.

Attachments:

a. Proposed Resolution
b. Pre-Annexation Agreement

RESOLUTION NO. 2024R0xx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE BUCHANAN PRE-ANNEXATION AGREEMENT.

WHEREAS, Ryan Buchanan submitted an application to Weld County to rezone a property comprising approximately 43 acres, more or less, located north and adjacent to CR 20 and roughly a half mile east of CR 19 (the "Property") from Agricultural (A) to Heavy Commercial (C-3); and

WHEREAS, the Property is located within the City of Fort Lupton's comprehensive plan area and three-mile plan area; and

WHEREAS, the hearing for this application was held before the Board of County Commissioners on December 20, 2023; and

WHEREAS, as a condition of approval of changing the zone district of the property from Agricultural (A) to Commercial (C-3) by Weld County, the property owner agreed to limit the potential commercial uses on the Property until annexation occurs, and to memorialize such limitations in a pre-annexation agreement; and

WHEREAS, the City is currently collaborating with Weld County and other municipalities in the region to enact a subarea plan, which is intended to become part of the City of Fort Lupton and Weld County Comprehensive Plans, which will likely include the Property; and

WHEREAS, the Owner and the City desire to annex the Property into the City, but to delay such annexation pursuant to the terms and conditions stated in the pre-annexation agreement; and

WHEREAS, after review of the pre-annexation agreement and consideration of staff comments, and any public input, the City Council finds that the pre-annexation agreement is in conformance with the Fort Lupton Comprehensive Plan, zoning code, and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the pre-annexation agreement with supporting documentation and hereby approves the Buchanan Pre-Annexation Agreement and authorizes the Mayor's signature of the Agreement.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT is made and entered into this 6th day of February, 2024, by and between Ryan Buchanan, hereinafter referred to as "Owner," and the CITY OF FORT LUPTON, a municipal corporation of the State of Colorado, hereinafter referred to as "Fort Lupton" or "City."

WITNESSETH:

WHEREAS, the Owner owns real property comprising approximately 43 acres, more or less, being more particularly described in **Exhibit A**, which is attached hereto, incorporated herein, and made a part hereof (the "**Property**"); and

WHEREAS, the Property is currently eligible for annexation and lies within the area of Fort Lupton's Comprehensive Plan; and

WHEREAS, the current zoning of the Property is Weld County Heavy Commercial (C-3); and

WHEREAS, the City is currently collaborating with Weld County and other municipalities in the region to enact a subarea plan, which is intended to become part of the City of Fort Lupton and Weld County Comprehensive Plans, which will likely include the Property; and

WHEREAS, the Owner and the City desire to annex the Property into the City, but to delay such annexation pursuant to the terms and conditions stated in this Agreement; and

WHEREAS, as a condition of approval of changing the zone district of the property from Agricultural (A) to Commercial (C-3) by Weld County, Owner agreed to limit the potential commercial uses on the Property until annexation occurs, and to memorialize such limitations in this Agreement; and

WHEREAS, the parties by this Agreement desire to set forth their understanding with respect to annexation of the Property to the City, the pre-annexation uses on the Property, and related matters; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the future annexation of the Property to the City. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation and zoning contained in the Fort Lupton Municipal Code and Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. 31-12-101, et. seq.

3. Annexation. The Owner agrees to apply for and consent to the annexation of the Property to the City on or before the date which is ten (10) years after the Effective Date of this Agreement. Additionally, Owner agrees to promptly apply for and consent to the annexation of the Property to the City if City has delivered notice that Owner is required to do so under this Agreement ("**Annexation Notice**"). The City shall not deliver the Annexation Notice to Owner unless all of the following have occurred: (1) Owner has (i) submitted an application to Weld County that if approved would authorize a Prohibited Use (as defined in section 5 below) on the Property; or (ii) allowed a Prohibited Use on the Property regardless of whether any approval has been submitted or obtained from Weld County; or (iii) submitted an application for subdivision of the property in any form; and (2) the City has given at least sixty (60) days' notice of the City's intent to deliver the Annexation Notice, and Owner has not withdrawn the Weld County land use application or otherwise caused the Prohibited Use(s) to cease on the Property during that time. Such notice shall contain an explanation of foregoing with sufficient detail to allow Owner to withdraw the application or cause the Prohibited Use(s) to cease.

4. Zoning; Existing Uses. Owner's obligation to annex into the City is conditional on the City's approval of commercial zoning, or such other zoning as Owner may agree to. In determining the appropriate zone district for the Property, the parties shall consider the existing uses on site, in addition to any other items required by law. Notwithstanding the foregoing, any legal uses and structures existing on site at the time of annexation shall be permitted to continue. If such uses and structures are not allowable uses under the zone district applied at the time of annexation, such uses and structures will be considered non-conforming legal uses and structures.

5. Prohibited Uses. Owner agrees that it will not allow the Property to be used for any use described in Exhibit B, which is attached hereto, incorporated herein, and made a part hereof ("**Prohibited Uses**"). For clarity, Exhibit B contains a list of uses otherwise permitted by Weld County in the Commercial (C-3) zone district, and shall be interpreted in conformance with the County's land use code.

6. Property to be Annexed. The Property the Owner shall annex to the City pursuant to this Agreement is the Property described on Exhibit A, attached hereto and incorporated herein by reference, or such portion thereof as the City may request. To facilitate any requested annexation of a portion of the Property, Owner hereby consents to the division of the Property for annexation purposes only, to the extent such consent is required by C.R.S. 31-12-105(1). Owner shall execute additional evidence of such consent upon request by the City.

7. Failure to Annex: Appointment of Attorney-in-Fact. In the event Owner fails to apply to annex the Property to the City as required by this Agreement, the City may at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce Owner's obligations hereunder. Further, Owner, for themselves, their successors, transferees, heirs, and assigns hereby irrevocably appoints the Mayor of the City of Fort Lupton as Owner's lawful attorney-in-fact for the purpose of signing any annexation petition or petition for annexation election, for voting in any annexation election, and for executing any and all other documents determined by the City to be necessary for annexation of the Property to the City. The City's Mayor shall exercise the powers under this appointment only upon written request of the City Council, and only if the Owner and/or its successors, transferees, heirs and assigns have not signed a petition for annexation within the timeframe required by section 3. This power of attorney is granted and intended to be valid for the longest period of time permitted by state statute. If the City proceeds to annex the Property as authorized in this section, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Property, which may be foreclosed or otherwise collected as provided by law.

8. Annexation Documents. When required by section 3, Owner shall provide at its expense a legal description, annexation petition, annexation maps, surveys, newspaper publications, and other reports and documents determined by the City to be necessary to accomplish the annexation of the Property to the City.

9. Legislative Discretion. The Owner acknowledges that annexation of the Property is subject to the legislative discretion of the City Council of the City of Fort Lupton. Nothing in this Agreement is intended or shall be construed to require the City to annex the Property or to initiate any annexation proceedings relating to the Property.

10. Covenants to Run with Land/Binding Effect. This Agreement and all covenants herein touch and concern the real property described in Exhibit A and shall be covenants running with the land. This Agreement shall be binding upon and inure to the benefit of the Owner and the City, and their respective heirs, transferees, successors, and assigns. This Agreement shall be recorded with the County Clerk of Weld County, Colorado, at Owner's expense.

11. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants.

12. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

13. Future Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same. Amendment. This Agreement may be amended only by mutual agreement of the City and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

14. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, or obligations other than those contained herein, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

15. Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, successors, transferees or assigns of Owner. All such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement as if they were the original parties thereto. In the event the Owner applies to subdivide the property prior to annexation, such application shall trigger the City's rights under section 3.

16. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any City ordinance, resolution, regulation, or policy is intended to refer to any subsequent amendments or revisions to such City ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.

17. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:	CITY OF FORT LUPTON 130 S. McKinley Ave. Fort Lupton, CO 80621
With copy to:	Andy Ausmus Ausmus Law Firm, PC 6020 Greenwood Plaza Blvd. Suite 100 Greenwood Village, CO 80111

Notice to Owner: _____
_____
_____

With copy to: _____
_____
_____

18. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Weld County, Colorado.

19. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

CITY OF FORT LUPTON, COLORADO

By:_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO LEGAL FORM

_____
City of Attorney

OWNER:

By: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, 2024.

Witness my hand and official seal.

My commission expires on: _____.

(SEAL) _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Add legal description

EXHIBIT B

PROHIBITED USES

- PUBLIC PARKS
- PUBLIC SCHOOLS
- BREW PUBS, BREWERIES, DISTILLERIES, and WINERIES
- CHILD CARE CENTERS
- CHURCHES
- COMMERCIAL SCHOOLS
- COMMUNITY BUILDINGS
- CUSTOM MEAT PROCESSING
- FUNERAL HOMES and mortuaries
- Golf courses
- Headquarters or service facilities for taxi services, bus services and other services involving the transportation of people
- HOSPITALS, nursing homes, rehabilitation centers
- HOTELS/MOTELS
- NIGHTCLUBS, BARS, LOUNGES OR TAVERNS
- RESTAURANTS
- SCHOOLS, private
- THEATERS and convention halls
- Veterinarian clinics and animal hospitals
- AIRSTRIPS
- CEMETERIES
- Open MINING and processing of minerals
- RESIDENTIAL THERAPEUTIC CENTER

City Council Meeting
Date: January 6, 2024
Staff: Zachary Mettler, Planner I

AM 2024-029
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Resolution Ratifying the Reappointment of Kathleen Kvasnicka as a Member of the Fort Lupton Urban Renewal Authority to Serve as a Resident Representative for a Term Expiring February 18, 2029

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Pursuant to the bylaws of the Fort Lupton Urban Renewal Authority (Authority), the Authority may consist of nine (9) members and one (1) alternate who shall be appointed by the Mayor, with the consent of City Council. Kathleen Kvasnicka's term will expire on February 18, 2029 and this request is to reappoint her to a five (5) year term.

Ms. Kvasnicka has regularly attended the meetings of the Fort Lupton Urban Renewal Authority and has expressed an interest in continuing to serve on the board. Her continued membership will be valuable to the Authority and the community.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

N/A

ALTERNATIVES/OPTIONS

1) Approve the proposed resolution
2) Deny the proposed resolution.

STAFF RECOMMENDATIONS

Staff recommends approval of Kathleen Kvasnicka's reappointment to the Fort Lupton Urban Renewal Authority for a five (5) year term.

Attachments: a. Proposed Resolution

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

RESOLUTION 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE REAPPOINTMENT OF KATHLEEN KVASNICKA AS A RESIDENT REPRESENTATIVE TO THE FORT LUPTON URBAN RENEWAL AUTHORITY FOR A FIVE-YEAR TERM BEGINNING FEBRUARY 18, 2024 AND EXPIRING FEBRUARY 18, 2029

WHEREAS, Kathleen Kvasnicka's term on the Fort Lupton Urban Renewal Board will expire February 18, 2024; and

WHEREAS, Kathleen Kvasnicka has expressed interest in continuing to serve on the Fort Lupton Urban Renewal Authority; and

WHEREAS, the Mayor, with consent of City Council, appoints members to the Board pursuant to Bylaws of the Fort Lupton Urban Renewal Authority and Colorado Urban Renewal Law; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council appoints Kathleen Kvasnicka as a Resident Representative to the Fort Lupton Urban Renewal Authority for a five-year term expiring on February 18, 2029.

APPROVED AND ADOPTED BY THE FORT LUPTON CITY COUNCIL THIS 6th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

City Council Meeting
Date: February 6, 2024
Staff: Roy Vestal,
Public Works Director

AM 2024-028
Public Hearing☐

SUBJECT FOR DISCUSSION

Ratify Vote of Yes to the Amendment to the Highway 52 Access Control Plan Sent to Colorado Department of Transportation on May 31, 2023

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Colorado Department of Transportation (CDOT) is requesting an amendment to the Hwy 52 Access Control Plan (ACP) adopted in June 2, 2022, to allow for the modification of the Hwy 52 and Miners Park development in Frederick.

The ACP currently plans for the Hwy 52 and Miners Park access to be located at mile marker 13.41. The change moves the access 300-feet to the west and remain as a Right In/Right Out (RIRO) restricted access.

The Town of Frederick is a co-sponsor of the amendment.

FINANCIAL CONSIDERATIONS

None.

LEGAL/POLITICAL CONSIDERATIONS

Per the Intergovernmental Agreement, each agency will provide their decision to CDOT within 30 days of January 25, 2024 by February 24, 2024. A "No response" vote is equated as a 'NO' vote and a 2/3rds majority (six of the nine Agencies that are Parties to the Agreement) is required for the amendment to pass.

ALTERNATIVES/OPTIONS

- Vote yes to approved the amendment
- Vote No
- Do nothing (counts as a NO vote

STAFF RECOMMENDATIONS

City staff recommends approval of the amendment to Hwy 52 ACP.

Attachments: a. Hwy 52 and Miners Development Amendment Packet

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435
Phone: (720) 382-5500 • Fax: (720) 382-5520
www.frederickco.gov

May 31, 2023

RE: SH 52 Access Control Plan Amendment Request

Dear SH 52 ACP Committee Members,

The purpose of this letter is to request an amendment to the CDOT SH 52 Access Control Plan (ACP) for a planned access to be relocated from its current proposed location near mile marker 13.41-N in Frederick, Colorado. The access is located north of SH 52 and east of Colorado Boulevard and is part of the Miners Park development.

The Miners Park site proposes a range of residential developments including single-family attached homes, and multi-family housing along with 14 commercial lots. Of these commercial lots, it is assumed one will be occupied by a drive-through coffee shop and another two by fast-food restaurants with drive-throughs. Access to the site is proposed via a full-movement roundabout to the west by Colorado Boulevard and to the south via two restricted right-in/right-out accesses from SH 52. A secondary right-in-only access off Colorado Boulevard is being considered between the proposed signalized intersection and the existing SH 52 intersection.

The requested amendment is to alter the SH 52 ACP by relocating the restricted access at mile marker 13.41-N to a proposed point approximately 300-ft to the west at mile marker 13.35-N. The reason for this relocation is to move outside an existing drainage easement and floodway in order to eliminate two additional crossings of the corresponding drainage channel. The access is proposed to remain as a right-in/right-out movement consistent with the restricted access identified in the ACP.

Supporting traffic analysis for the proposed Miners Park site is included with the proposed development traffic impact study. The access is expected to operate at an acceptable Level of Service (LOS) C or better in both the 2032 interim and 2045 ultimate conditions. Since this amendment proposal only changes the location of the access, it is expected that the performance would be similar between the current location and proposed relocation. Due to distance constraints, the westbound acceleration lane from the access will form a continuous acceleration/deceleration lane with the westbound right lane at the signalized intersection of SH 52 and Colorado Boulevard but it is not expected to deteriorate any traffic performance to unacceptable levels of LOS E or F for the relevant intersections.

Enclosed in this e-mail are supporting documents of:

1. The Traffic Impact Study prepared by the development interests supporting the Amendment.
2. Appropriate Access Control Plan sheet with proposed location of the access.
3. Amended Access Control Plan Table.
4. Proposed conceptual SH 52 lane geometry.

We look forward to working with our local municipal partners to approve this request consistent with the amendment criteria. Please feel free to contact Jason Berg at jberg@frederickco.gov or 720-382-5601 if you have any questions or comments.

Sincerely,

Jason Berg
Civil Engineer
Town of Frederick

DocuSign Envelope ID: A369B8A5-D676-466E-A86D-2CD1FE260C9D

OLA#: 351001782
Routing#: 22-HA4-XE-00039

EXHIBIT B
COLORADO STATE HIGHWAY 52
(MP 0.00 – MP 41.94)
ACCESS CONTROL PLAN AMENDMENT PROCESS

1. A request for an amendment of the Access Control Plan must be initiated by one of the Agencies. The initiating Agency will be responsible for the costs associated with completing and documenting the Amendment.

2. Amendment requests must be submitted to CDOT and agreed upon by the affected jurisdictions: Department staff, Town or City staff and/or County staff of the Intergovernmental Agreement, depending on the property location. The property or properties that are directly affected by the proposed amendment must be located within an Agency's jurisdiction boundaries or within the boundaries of a legally recognized planning area, such as a Growth Management Area, for the jurisdiction to be considered an affected jurisdiction. Any affected jurisdiction of the Intergovernmental Agreement can request this supporting documentation.

3. An amendment request shall include hard copy and electronic files of the following:

    a) Description of changes to the Access Control Plan requested
    b) Justification for the Amendment
    c) Traffic Impact Study, to include an analysis that compares and contrasts 1) the request for amendment to 2) coincide with the PEL alternatives
    d) Amended Access Control Plan Table
    e) Amended Access Control Plan Exhibit(s)/Map(s)

4. The Agencies shall review the submittal concurrently for completeness and for consistency with the access objectives, principles, and strategies described in the *Colorado State Highway 52 Access Control Plan* (2021) executive summary and Appendix for this corridor and with the design criteria and permit process of the State Highway Access Code.

5. Prior to approval of an amendment, all property owners directly affected by the amendment must be notified in writing and be given thirty (30) calendar days to state any objections. If an objection is lodged, approval of the amendment must be referred to the Agencies' respective governing bodies. Depending on the magnitude of the change requested, a public meeting may be required. Any affected jurisdiction of the Intergovernmental Agreement can request a public meeting. The Agency initiating the amendment request shall be responsible for all public notification and public process, unless otherwise agreed to by the Agencies.

6. Amendments must be approved in writing by the following authorized designated officials: Regional Transportation Director for the Department, the Town or City Manager or Administrator, and the County Manager. At the authorized designated official's discretion, approval may be referred to their respective governing bodies: Chief Engineer for the Department; and local elected officials for the Towns, Cities and Counties.

7. A written amendment must include the following:

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a) Declarations page defining the Parties, effective date, and details of the amendment. Refer to sample amendment attached to this Exhibit as Exhibit C.
b) Signatures page for authorized designated officials. Refer to Exhibit C.
c) Amended Access Control Plan table and exhibits. Table and exhibits should be replaced in their entirety.

A signed amendment must be attached to the original Intergovernmental Agreement.

If a minimum of 66% (six of the nine Agencies that are Parties to this Agreement) of the Agencies of the Intergovernmental Agreement do not come to agreement on a proposed amendment, the content of the original Access Control Plan remains intact. A “no response” vote from a municipality shall be deemed a “No” vote.

The remainder of this page is intentionally left blank.

Access Control Plan
Mapbook

CO 52 PEL / ACP
CO 119 to CO 79

- Mileposts (1/10 mi)
- Existing Traffic Signal
- 441-S Access Identifier
- RI/RO Right-In/Right-Out
- Approx. Existing CO 52 ROW
- Corridor Preservation Footprint
- Parallel Irrigation

Access Key

- No Action - *Existing Full Movement*
- No Action - *Existing Restricted*
- Existing Full Movement to Restricted Access
- Existing Full Movement Access - Conditional*
  *Access to remain until such time as the property redevelops or a raised median is installed
- Existing Full Movement Access to be Removed
- Existing Restricted Access to be Removed
  Access to be removed if one of the following occur:
  1. *Landuse change resulting in traffic volume increase of more than 20%*
  2. *Other access to Colorado Highway becomes available*
  3. *CDOT Project provides other access*
  4. *Safety concerns arise*
- New Full Movement Access
- New Restricted Access
  CDOT and Local Municipality to determine restriction (Right-In/Right-Out or ¾)

City Council Meeting
Date: February 6, 2024
Staff: David Rausch,
City Engineer

AM 2024-031
Public Hearing☐

SUBJECT FOR DISCUSSION

Approving the Subdivision Improvements Agreement Between the City of Fort Lupton and Lupton Land, LLC, for the Coyote Creek, Filing No. 5 Final Plat

SUMMARY STATEMENT/BACKGROUND DISCUSSION

This Subdivision Improvement Agreement was drafted for the Coyote Creek - Filing No. 5, Case No. PPL2023-001 & Plan No. FPL2023-001 (the "Plat "), approved by City Council on November 21, 2023 by Resolution No. 2023R043, which is located south west of the Coyote Creek Drive and College Ave. intersection.

Improvements are for the construction of water, nonpotable water and sanitary sewer main extensions, roadway construction, landscape and storm drainage system improvements. Approximate cost of this agreement for construction is $3,986,976.00.

Resolution No. 2023R043, approved by Council on February 1, 2022 requires the applicant to enter into a Subdivision Improvements Agreement.

FINANCIAL CONSIDERATIONS

Not Applicable.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

A. Approve the Subdivision Improvement Agreement
B. Reject agreement.
C. Delay action on the agreement to gather more information.

STAFF RECOMMENDATIONS

Staff recommends approving the Subdivision Improvement Agreement

Attachments:

a. Proposed Resolution
b. Subdivision Improvement Agreement

Certification of Council Approval:

Ordinance No. _____ City Clerk _____ Date _____
Resolution No. _____

RESOLUTION NO. 2024Rxxx

A RESOLUTION OF THE CITY COUNCIL OF FORT LUPTON APPROVING THE LUPTON LAND, LLC SUBDIVISION IMPROVEMENTS AGREEMENT, FOR THE COYOTE CREEK - FILING NO. 5 LOCATED IN FORT LUPTON, WELD COUNTY COLORADO

WHEREAS, the City Council Resolution No. 2023R043 approved a residential subdivision known as the Coyote Creek Golf Course PUD Plan, Filing Nos. 5 November 21, 2023; and

WHEREAS, Developer is required to construct certain public improvements as a condition of subdivision approval for the Development; and

WHEREAS, the City Council finds that the Subdivision Improvement Agreement is in conformance with the Fort Lupton Land Use Plan, zoning code and is consistent with the goals and policies therein; and

NOW THEREFORE BE IT RESOLVED that the Fort Lupton City Council reviewed the Subdivision Improvement Agreement with supporting documentation. Based upon review of the applicable policies and goals in the Fort Lupton Land Use Plan, review of the Zoning Regulations, and analysis of staff comments, the City hereby approves the Lupton Land, LLC, Subdivision Improvement Agreement and authorizes the Mayor to sign.

APPROVED AND PASSED BY A MAJORITY VOTE OF THOSE ELECTED TO THE CITY COUNCIL THIS 6th DAY OF FEBRUARY 2024.

City of Fort Lupton, Colorado

_____

Zo Hubbard, Mayor

Attest:

_____

Maricela Peña, City Clerk

Approved as to form:

_____

Andy Ausmus, City Attorney

CITY OF Fort Lupton EST 1836
COME PAINT YOUR FUTURE WITH US

Public Works

130 S. McKinley Avenue Phone: 303-857-6694
Fort Lupton, CO 80621 Fax: 303.857.0351
www.fortluptonco.gov

SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
Coyote Creek FILING 5

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the **CITY OF FORT LUPTON**, a municipal corporation, in the County of Weld, State of Colorado, hereinafter referred to as the "City," and Lupton Land, LLC, hereinafter referred to as "Developer", together referred to as the "Parties".

WHEREAS, the Developer submitted a Subdivision entitled "Coyote Creek PUD Filing 5, Case No. PPL2023-001 & Plan No. FPL2023-001 (the "Plat"), which Plat depicts the proposed project (the "Development") to be constructed by Developer on the "Subject Property"; and

WHEREAS a Subdivision Plat was approved by the City of Fort Lupton City Council on November 21, 2023 by Resolution No. 2023R043 with condition of approval I.C. requiring a Subdivision Improvements Agreement; and

WHEREAS, Developer is required to construct certain public improvements (the "Improvements") as a condition of subdivision approval for the Development; and

WHEREAS, Section 17-23(c) of the City of Fort Lupton Municipal Code requires that a subdivision agreement for public improvements be executed by the Developer and the City and recorded in the office of the Weld County Clerk and Recorder; and

WHEREAS, Section 17-23(f)(7) of the City of Fort Lupton Municipal Code requires that the installation of the required public improvements be guaranteed in the form of letter of credit, cash, or other suitable means, which have been approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant and agree as follows:

1.0 GENERAL CONDITIONS

1.1 Development Obligation. Developer shall be responsible for performance of the covenants set forth herein. Unless as otherwise amended within this agreement, the Developer shall be responsible for performance of all requirements in this agreement.

1.2 Engineering and Surveying Services. Developer agrees to furnish, at its expense, all necessary engineering and surveying services relating to the design layout and construction of the improvements (the "Improvements") depicted on **Exhibit "A"** and **Exhibit "B"** attached hereto and fully incorporated herein by this reference. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in

accordance with applicable Colorado law, and shall conform to the City of Fort Lupton "*Design Standards For Public Improvements"* as of the date of submittal to the City.

1.3 Construction Standards. Developer shall construct all Improvements required by this Agreement, in accordance with plans and specifications approved in writing by the City, in conformance with all applicable codes and ordinances as adopted by the City, and in full conformity with the City of Fort Lupton *"Specifications for the Construction of Public Improvements"* applicable at the time of actual construction.

1.4 Development Coordination. Unless specifically provided in this Agreement to the contrary, all submittals to the City or approvals required of the City in connection with this Agreement shall be submitted to or rendered by the City Administrator, or his designee, who shall have general responsibility for coordinating development with Developer.

1.5 Construction Acceptance and Warranty. No later than ten (10) days after the Improvements are completed, Developer shall request and the City shall provide inspection by the City. If Developer does not request this inspection within ten (10) days of completion of the Improvements, the City may conduct the inspection without the approval of Developer. Developer shall provide "as-built" drawings no later than thirty (30) days after the Improvements are completed. If the Improvements completed by Developer are satisfactory, the City shall grant construction acceptance ("Construction Acceptance") within ten (10) days of the Developer's submission of "as-built" drawings, which shall be subject to final acceptance ("Final Acceptance") as set forth herein. If the Improvements completed by Developer are unsatisfactory, the City shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days from the date of City inspection. Developer shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Developer does complete the repairs, replacements, construction or other work required, Developer shall request a re-inspection of such work within ten (10) days to determine if Construction Acceptance can be granted. The City shall provide either Construction Acceptance or written notice of additional repairs, replacements, construction or other work required to receive Construction Acceptance within ten (10) days of the re-inspection date. The City shall issue no certificate of occupancy until the City has granted the Construction Acceptance.

1.6 Final Acceptance. At least thirty (30) days before two (2) year has elapsed from the issuance of Construction Acceptance, or as soon thereafter as weather permits, Developer shall request a Final Acceptance inspection. The City shall inspect the Improvements and shall notify the Developer in writing of all deficiencies and necessary repairs. After Developer has corrected all deficiencies and made all necessary repairs identified in said written notice, the City shall issue to Developer a letter of Final Acceptance.

1.7 Testing and Inspection.

(a) At all times during construction of the public improvements, the City shall have access to inspect materials and workmanship, and all materials and work not conforming to the approved plans and specifications shall be repaired or removed and replaced at Developer's expense so as to conform to the approved plans and specifications.

(b) The Developer will be responsible for oversight of the construction of the public improvements. The Developer shall solicit and retain a third-party engineer or inspector, solely at Developer's cost, to perform oversight, provided the engineer/inspector's qualifications are

approved by the City prior to commencement of construction of the public improvements. The Developer will provide the resume of a Civil Engineer, or other qualified inspector(s)**,** of the construction and installation of such improvements before construction may begin. The City Engineer or the City's designee shall determine the amount of oversight required, after consultation with the Developer.

(c) All testing required by the City's *"Specifications for the Construction of Public Improvements"* shall be the responsibility of the Developer. All test reports shall be provided to the City Engineer.

(d) All work shown on the Improvements plans requires inspection by the City. Inspection services are provided Monday through Friday, except legal holidays, from 8:00 a.m. to 4:00 p.m. During the hours listed above and except as otherwise provided for in advance, inspections shall be scheduled a minimum of two (2) business days in advance.

1.8 Indemnification and Release of Liability. Developer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents or servants, and to pay any and all judgments rendered against said persons on account of any suit, actions or claim caused by, arising from, or on account of acts or omissions by the Developer, its officers, employees, agents, consultants, contractors and subcontractors; provided, however, that Developer's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the City. Said obligation of Developer shall be limited to suits, actions or claims based upon conduct prior to Final Acceptance by the City of the construction work. Developer acknowledges that the City's review and approval of plans for development of the Subject Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with, or duty of care to, the Developer or third parties is assumed by such review approval.

1.9 Insurance OSHA. Developer shall furnish to the City upon request proof thereof that all employees and contractors engaged in the construction of Improvements are covered by adequate Worker's Compensation Insurance and Public Liability Insurance and shall require faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2.0 CONSTRUCTION OF IMPROVEMENTS

2.1 Rights-of-Way, Easements and Permits. Before the City may approve construction plans for any Improvements herein agreed upon, Developer shall acquire, at its own expense, all rights-of-way and easements depicted on the Plat, as required by the City for the construction of the Improvements. All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by deed, easement, license, agreement in form and substance acceptable to the City Administrator or the Administrator's designee. All title documents shall be recorded at the Developer's expense.

3.0 PUBLIC IMPROVEMENTS

3.1 Public Improvements

The Developer agrees to construct public improvements (the "Improvements) associated with each lot, within the Subdivision prior to issuance of Certificate of Occupancy, depicted on **Exhibit "A"** attached hereto and fully incorporated herein by this reference. The Developer shall be responsible for providing the City with a Security Bond or Letter of Credit guaranteeing installation of the Improvements not completed prior to application of first Building Permit. The amount shall be one hundred twenty-five percent (125%) of the estimated cost of the required Improvements. The City may accept portions of the Improvements, reducing the Security for each portion completed and accepted by the City, to no less than twenty-five percent (25%) of the actual or estimated construction costs, whichever is greater, for each completed system. Each Improvement phase shall define a system, i.e. roadways system, sewer system, water system. The remaining twenty-five percent (25%) percent for each system shall be retained to secure the Developer's warranty during the two (2) year warranty period.

3.2 Offsite Infrastructure Improvements

The Developer agrees to provide construction of certain improvements located outside of the Subdivision (the "Offsite Improvements") depicted on **Exhibit "A" and Exhibit "B"** attached hereto and fully incorporated herein by this reference. Certificate of Occupancy for lots within the subdivision shall not be issued until offsite improvements are complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Offsite Improvements, or portion thereof, for improvements that do not have construction acceptance at the time of recording. Surety in the amount of 25% shall be provided, at the time of recording, for improvements that have received construction acceptance under the terms of this agreement. The Offsite Improvements shall be constructed so as to coincide with installation of the onsite infrastructure improvements for the Subdivision. The Offsite Improvements are summarized as follows:

10-foot wide sidewalk along frontage with College Street.
Stormwater Outfall to Golf Course Property connecting to storm sewer in Coyote Creek Drive

3.3 **Non-Potable Water Public Improvements**. The Developer will construct non-potable water main improvements (the "NPW") for the purposes of providing raw water to the Development for landscape irrigation. Construction and probationary acceptance of the NPW shall entitle the Developer to the Raw Water Equivalents per Paragraph 6.4 of this Agreement. No tap fees shall be incurred for the NPW on any lot in the Development; however, applicable meter costs shall be applied per the current meter fee schedule at the time of building permit application for each individual lot.

4.0 LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

The Developer agrees to construct certain Landscape, Park and Trail improvements located within the Subdivision (the "Landscape, Park and Trail Improvements") per the approved Plat referenced as **Exhibit "C"** attached hereto and fully incorporated herein by this reference, as part of the Improvements. No more than thirty-five (35) building permits for lots within the development shall be issued until the Landscape, Park and Trail improvements for the development are

complete or surety is provided. The surety shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of the Landscape, Park and Trail Improvements as shown on **Exhibit "C"** for improvements that do not have construction acceptance at the time of application for the thirty-sixth(36th) building permit. It is understood by the City that Developer may, at its sole discretion, chose to provide Landscape, Park and Trail Improvements beyond those committed to in this Agreement and depicted on **Exhibit "C"**. City agrees that should Developer chose to provide additional improvements, said improvements shall be reviewed and approved by City staff and not subject to further approval by City Plan Commission or City Council.

5.0 SPECIFICATIONS.

All street improvements, curb, gutter and sidewalks and appurtenances thereto, water mains, sewer mains and stormwater improvements shall be constructed and installed so as to meet or exceed City-approved plans, specifications and the City of Fort Lupton "*Specifications For Construction Of Public Improvements*". All streets within the Subdivision shall be constructed to City Standards and Specifications per the approved Construction Plans and based upon a site-specific geotechnical study and pavement design. All streetscaping will meet the requirements of the Fort Lupton Subdivision Regulations. Detention pond improvements will be required at the time of construction on the site as determined by the Phase III Drainage Study submitted.

6.0 OTHER REQUIREMENTS

6.1 Trash, Debris, Mud. Developer agrees that, during construction of the Development and Improvements described herein, Developer shall take any and all steps necessary to control trash, debris and wind or water erosion in the Development. Developer agrees to take any and all steps necessary to prevent the transfer of mud or debris from the construction site into public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by the City. If these requirements are not met, the developer will be responsible for reimbursing the City for any costs incurred by the City in mitigating impacts of trash, debris, and mud.

6.2 Erosion Control and Sedimentation Plan. Developer agrees to submit an erosion control and sedimentation plan for review and approval by the City Engineer prior to commencement of construction on the site. Each individual lot will require erosion control measures be taken. Colorado State permits required shall be the responsibility of the Developer.

6.3 Colorado Big Thompson (CBT) Water Shares or equivalent. Developer agrees to dedicate to the City the appropriate water required by the applicable City Codes and regulations and deliverable to the City Water Treatment Plant within 180 days from final plat approval. The City will not receive dedication or supply water service to the project until and unless the subject property is included within the Northern Colorado Water Conservancy District and Municipal Sub-District. The Developer may, at its discretion, elect to pay cash-in-lieu to the City to satisfy the CBT water dedication requirement in accordance with City Council Resolution 2022R010. Said cash-in-lieu payments will be made on a per-lot basis at the time of Final Plat recordation. Dedicated CBT water shares shall remain attached to platted lots.

6.4 Equivalent Shares. The City herein agrees that the Developer may satisfy the CBT Water Shares or equivalent requirement of Paragraph 5.3 by bringing suitable shares of water brought free and clear of any cost for residential construction with non-potable service the City will be offering 4 single family dwelling units the equivalent will be 4 (3/4 inch) home taps for 1 CBT share. in accordance with Resolution No. 2022R010. The development must include

extension and installation of a dual water system and provide irrigation water from the City's well system.

7.0 MISCELLANEOUS TERMS

7.1 Local Codes and Ordinances. In addition to any of the items listed in this Agreement, all construction in the Development is subject to all local Codes and Ordinances as adopted by the City subject to exceptions agreed or granted.

7.2 Recording of Agreement. The City shall record this Agreement at Developer's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and the City shall retain the recorded Agreement.

7.3 Binding Effect of Agreement. This Agreement shall run with the land included within the Development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7.4 Modification and Waiver. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

7.5 Notices. Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY: City of Fort Lupton
Attention: City Administrator
130 South McKinley Avenue
Fort Lupton, Colorado 80621

DEVELOPER: Lupton Land, LLC,
10221 Prestwick Trail
Lone Tree, CO 80124
Bob Quinette

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

7.6 Force Majeure. Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force

majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

7.7 **Approvals.** Whenever approval or acceptance of a matter is required or requested of the City pursuant to any provisions of this Agreement, the City shall act reasonably in responding to such matter, and no such approval or acceptance shall be unreasonably withheld or delayed.

7.8 **Title and Authority.** Developer warrants to the City that it is the record owner of the Subject Property upon which the Development shall be constructed or is acting in accordance with the authority of the owner. The undersigned further warrants to have full power and authority to enter into this Agreement.

7.9 **Severability.** This Agreement is to be governed and construed according to the laws of the State of Colorado. In the event that any provision of this Agreement is held to be violative of city, state or federal laws and hereby rendered unenforceable, either party, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.

7.10 **APPROVAL REQUIRED.** This Agreement is subject to the final approval of the Fort Lupton City Council and signature by the Mayor of Fort Lupton

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

CITY OF FORT LUPTON, a Colorado municipal corporation

By: _____
Zo Hubbard
Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2024 by Zo Hubbard as Mayor of the City of Fort Lupton, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

_____

Notary Public

Lupton Land**, LLC,** a Colorado Limited Liability Company

By:_____
Bob Quinette

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____day of _____ 2024, by Bob Quinette, Managing Partner of Lupton Land, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

_____

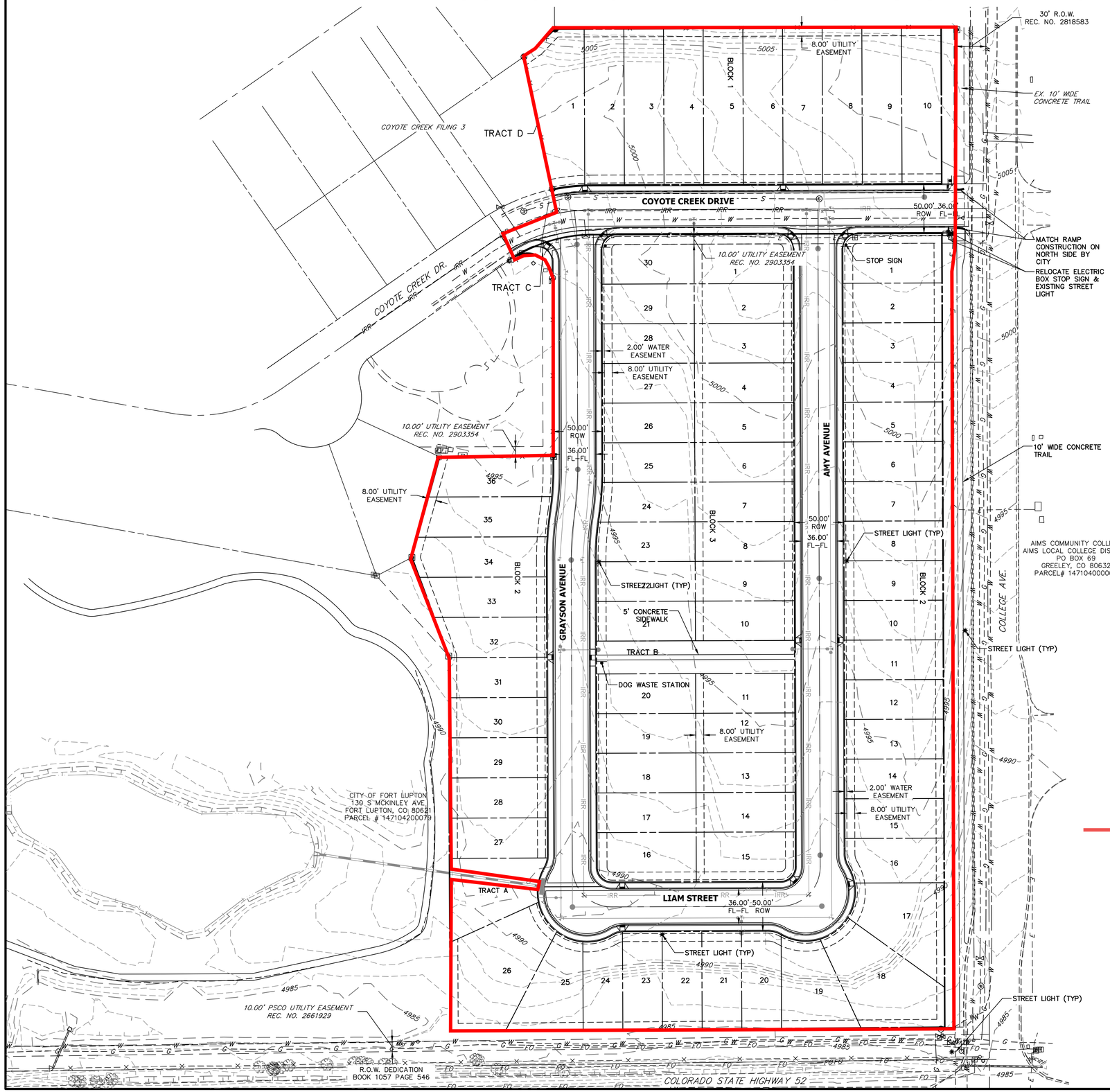
Notary Public

EXHIBIT A

PUBLIC IMPROVEMENTS

COYOTE CREEK FILING NO 5 FINAL CDS

EXHIBIT A



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	88°54'54"	15.00'	23.28'
C2	90°00'28"	15.00'	23.56'
C3	90°00'00"	15.00'	23.56'
C4	90°00'00"	40.00'	62.83'
C5	30°27'58"	25.00'	13.29'
C6	20°37'27"	50.00'	18.00'
C7	41°49'13"	50.00'	36.49'
C8	41°39'49"	50.00'	36.36'
C9	46°23'30"	50.00'	40.48'
C10	30°27'58"	25.00'	13.29'
C11	150°55'56"	50.00'	131.71'
C12	30°27'58"	25.00'	13.29'
C13	90°00'00"	15.00'	23.56'
C14	30°27'58"	25.00'	13.29'
C15	5°22'30"	25.00'	2.35'
C16	25°05'28"	25.00'	10.95'
C17	35°25'00"	50.00'	30.91'
C18	32°53'38"	50.00'	28.71'
C19	40°55'55"	50.00'	35.72'
C20	41°41'24"	50.00'	36.38'
C21	150°55'56"	50.00'	131.71'
C22	30°27'58"	25.00'	13.29'
C23	7°03'22"	25.00'	3.08'
C24	23°24'37"	25.00'	10.21'
C25	90°00'00"	40.00'	62.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C26	8°45'26"	325.00'	49.67'
C27	4°09'21"	325.00'	23.57'
C28	4°36'05"	325.00'	26.10'
C29	8°45'26"	275.00'	42.03'
C30	3°03'38"	275.00'	14.69'
C31	5°41'48"	275.00'	27.34'
C32	8°45'26"	300.00'	45.85'
C33	8°45'26"	300.00'	45.85'
C34	8°45'26"	275.00'	42.03'
C35	7°57'53"	275.00'	38.23'
C36	0°47'33"	275.00'	3.80'
C37	8°45'26"	325.00'	49.67'
C38	6°25'18"	325.00'	36.43'
C39	2°20'08"	325.00'	13.25'
C40	5°54'13"	175.00'	18.03'
C41	5°54'13"	175.00'	18.03'
C42	7°19'18"	150.00'	19.17'
C43	24°13'59"	150.00'	63.44'
C44	24°13'59"	150.00'	63.44'
C45	5°53'45"	175.00'	18.01'
C46	25°45'23"	175.00'	78.67'
C47	31°39'09"	175.00'	96.68'
C48	2°07'09"	200.00'	7.40'
C49	89°59'32"	15.00'	23.56'
C50	114°14'14"	15.00'	29.91'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°47'07"E	24.59'
L2	N00°12'25"W	16.59'
L3	N06°06'38"W	15.98'

ONSITE IMPOVEMENTS

SITE LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- RIGHT OF WAY
- EXISTING WOODEN FENCE
- EXISTING GAS MAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED ELECTRIC
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING CURB AND GUTTER
- PROPOSED SIGN
- PROPOSED CURB AND GUTTER
- EXISTING STREET LIGHTS
- PROPOSED STREET LIGHT
- 3/4" METER VAULTS
- FIRE HYDRANT

Know what's **below.** **Call** before you dig.

50 25 0 50 100

ORIGINAL SCALE: 1" = 50'

ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION

ANDREW J. HUGILL, PE
COLORADO LIC. PE NO. 57007
FOR AND ON BEHALF OF JR ENGINEERING, LLC.

DATE

COLORADO LICENSED ANDREW J. HUGILL 57007 PROFESSIONAL ENGINEER

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
BOB QUINETTE
P-303.587.1966

J·R ENGINEERING
A Westrian Company
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

No.	REVISION	BY	DATE

H-SCALE	1"=50'
V-SCALE	1"=X'
DATE	12/08/23
DESIGNED BY	
DRAWN BY	
CHECKED BY	

COYOTE CREEK PUD FILING NO. 5 FINAL PLAT

FINAL SITE PLAN

SHEET 5 OF 39

JOB NO. 16093.01

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

BUDGETARY ESTIMATE

To: Bob Quinette
Attn: Coyote Creek Filing 5
From: Gary Smith: GLH Construction, LLC
Jared Lopez: GLH Construction, LLC
Ben Bramer: GLH Construction, LLC

Monday, December 18, 2023

Coyote Creek Filing 5 - Onsite

GENERAL

GENERAL SITEWORK

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Mobilization	*LUMP SUM*	1.00	$20,245.00	*$20,245.00*
Project Management	*LUMP SUM*	1.00	$9,100.00	*$9,100.00*
Construction Survey	*LUMP SUM*	1.00	$48,725.70	*$48,726.00*
Construction Water	*LUMP SUM*	1.00	$44,893.20	*$44,894.00*
Material Testing	*LUMP SUM*	1.00	$72,264.00	*$72,264.00*
Utility Potholing	*HR*	12.00	$558.00	*$6,696.00*
Dry Utility Coordination - CONDUITS - BUDGET NUMBER PENDING DESIGN	*LUMP SUM*	1.00	$90,288.00	*$90,288.00*
Overlot Clean up - Spoils - Aggregate Piles	*SY*	38889.00	$1.01	*$39,129.00*
Landscaping - EXCLUDING IRRIGATION PIPING	*LUMP SUM*	1.00	$83,491.17	*$83,492.00*
Screen Fence - HWY 52	*LF*	500.00	$66.96	*$33,480.00*
3-rail split Fence - Subdivision	*LF*	3680.00	$32.40	*$119,232.00*
General Sitework Subtotal:				***$567,546.00***

EROSION CONTROL

EROSION CONTROL

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Vechicle Tracking Pad	*EACH*	1.00	$3,145.23	*$3,145.23*
Vechicle Tracking Pad - Refresh	*EACH*	3.00	$1,572.61	*$4,717.84*
Concrete Washout	*EACH*	1.00	$380.00	*$380.00*
Concrete Washout - Refresh	*EACH*	3.00	$980.00	*$2,940.00*
Silt Fence	*EACH*	2500.00	$3.70	*$9,242.24*
Inlet Protection	*EACH*	2.00	$342.85	*$685.71*
Erosion Control Maintenance	*EACH*	5.00	$3,793.40	*$18,966.99*
Erosion Control Inspection	*EACH*	5.00	$992.00	*$4,960.00*
Dust Control	*LUMP SUM*	1.00	$25,574.58	*$25,574.58*
Erosion Control Subtotal:				***$70,612.58***

TRAFFIC CONTROL

TRAFFIC CONTROL

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Traffic Control - Coyote Creek Dr	*LUMP SUM*	1.00	$31,941.17	*$31,941.17*
Traffic Control Subtotal				***$31,941.17***

DEMOLITION

DEMOLITION

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Remove Existing Asphalt Paving	*SY*	1862.00	$10.48	*$19,514.83*
Remove Existing Curb & Gutter	*LF*	875.00	$10.95	*$9,578.76*
Remove Existing Tree	*EACH*	1.00	$4,541.30	*$4,541.30*
Remove Existing Non-Pot Lines	*LF*	160.00	$47.25	*$7,560.30*
Demo Subtotal				***$41,195.19***

EARTHWORK

EARTHWORK

ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Earthwork Mobilization	*LUMP SUM*	1.00	$17,400.00	*$17,400.00*
Topsoil Strip To Non-Structural Areas	*CY*	6000.00	$3.75	*$22,500.00*
Cut / Fill	*CY*	16672.00	$4.20	*$70,023.00*
Site Over Excavation	*CY*	118000.00	$5.10	*$601,800.00*
Site Finish + / - .2ths	*SY*	55500.00	$0.54	*$29,970.00*
Import to Balance	*CY*	13000.00	$18.00	*$234,000.00*
Place Import	*CY*	13000.00	$3.00	*$39,000.00*
Earthwork Subtotal:				***$1,014,693.00***

SANITARY SEWER

SEWER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
SEWER: Tie Into EXMH - 8" PVC	EACH	3.00	$10,109.69	$30,329.07
8" SDR 35 Main	LF	1260.00	$75.00	$94,500.00
8" SDR 26 Main	LF	490.00	$91.79	$44,978.00
4' ID Sanitary Sewer Manholes	EACH	9.00	$7,003.31	$63,029.81
4"' Sanitary Sewer Services	EACH	69.00	$2,077.24	$143,329.22
4"' Sanitary Sewer Services - Off Existing Main Line	EACH	7.00	$5,400.18	$37,801.29
Dewatering	LUMP SUM	1.00	$61,352.23	$61,352.23
Testing Sediment Basin	LUMP SUM	1.00	$22,961.46	$22,961.46
Trench Stabilization	TON	867.00	$69.83	$60,542.61
Sewer Subtotal:				**$558,823.67**

WATER

WATER				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Tie Into Existing 8" Water - 8" PVC	EACH	2.00	$16,439.45	$32,878.90
Tie Into Existing Main W/ Fire Hydrant	EACH	1.00	$21,106.31	$21,106.31
8" PVC DR 18 Main	LF	1740.00	$66.32	$115,398.41
8" Gate Valve W/ Thrust Block	EACH	4.00	$3,425.41	$13,701.63
8" Bends W/ Thrust Block	EACH	3.00	$1,158.59	$3,475.76
Fire Hydrant Assembly	EACH	3.00	$10,983.45	$32,950.35
3/4" Water Service	EACH	66.00	$2,714.44	$179,153.02
3/4" Water Service - Off Existing Main	EACH	10.00	$3,167.10	$31,671.04
2" Blow Off	EACH	1.00	$7,216.86	$7,216.86
Water Subtotal:				**$437,552.28**

NON-POT IRRIGATION

NON-POT IRRIGATION				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Connect To existing Main	EACH	3.00	$7,476.95	$22,430.85
4" PVC DR 18 Main	LF	1760.00	$33.14	$58,334.05
4" Gate Valve W/ Thrust Block	EACH	2.00	$2,406.45	$4,812.90
4" Bends W/ Thrust Block	EACH	2.00	$794.74	$1,589.47
3/4" Irrigation Service	EACH	66.00	$2,384.71	$157,390.62
3/4" Irrigation Service - Off Existing Main	EACH	10.00	$2,615.73	$26,157.35
Water Subtotal:				**$270,715.25**

STORM SEWER

Storm Line 1				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
15' Type R Inlet	EACH	1.00	$15,518.98	$15,518.98
Storm Sewer Subtotal				**$15,518.98**
		Storm Sewer Total		**$15,518.98**

SIGNAGE & STRIPING

Signage & Striping				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Signs	EACH	3.00	$851.33	$2,554.00
Signage & Striping Subtotal				**$2,554.00**

CONCRETE

CONCRETE				
Concrete Prep				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Rollover Curb & Gutter W/ Attached Walk	LF	3750.00	$4.65	$17,431.94
5' & 10' Trail Prep	LF	1010.00	$4.43	$4,472.80
Crosspan	EACH	3.00	$837.19	$2,511.56
Corner Ramp	EACH	4.00	$824.00	$3,296.00
Midblock Ramp	EACH	9.00	$714.86	$6,433.71
Concrete Prep Subtotal:				**$34,146.02**

Concrete Placement				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Rollover Curb & Gutter W/ Attached Walk	*LF*	*3750.00*	$58.60	*$219,750.00*
5' Trail	*LF*	*210.00*	$40.23	*$8,448.30*
10' Trail Prep	*LF*	*800.00*	$70.07	*$56,056.00*
Crosspan	*SF*	*1870.00*	$10.70	*$20,009.00*
Corner Ramp	*EACH*	*4.00*	$2,115.05	*$8,460.20*
Midblock Ramp	*EACH*	*9.00*	$2,113.22	*$19,018.98*
Concrete Placement Subtotal:				***$331,742.48***
Concrete Subtotal				***$365,888.50***

ASPHALT PREP

ASPHALT				
Asphalt Prep				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
SUBGRADE PREP:	*SY*	*7730.00*	$4.29	*$33,140.62*
Asphalt Prep Subtotal:				***$33,140.62***
Asphalt Placement				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Asphalt Mobilization	*EACH*	1.00	$2,160.00	*$2,160.00*
Road Base - 8" Thick	*SY*	7730.00	$14.88	*$115,022.40*
Asphalt Paving - 4" Thick	*SY*	7730.00	$36.00	*$278,280.00*
Adjust Manholes	*EACH*	11.00	$690.00	*$7,590.00*
Adjust Valves	*EACH*	22.00	$540.00	*$11,880.00*
Cement Stabilization	*SY*	9074.00	$17.84	*$161,862.36*
Asphalt Placement Subtotal:				***$576,794.76***
Asphalt Subtotal				***$609,935.37***

Estimated Quantities Field Measured To Verify For Payment.

	Lots	
Construction Total:	**76**	**$3,986,976.00**

Earth Work Fuel Esculator:

The Pricing in this proposal is valid for a period of 30 days from the date estimate was submitted. After this period, due to escalating fuel and oil cost, for every $0.10 increase in the cost of dyed diesel (tax-Exempt) fuel, the cost per cubic yard will need to increase $0.04
Current Fuiel Price at Bid Time: $ 4.00

Asphalt :

Due to the volatility in the oil market, Asphalt Cement(AC) suppliers are no longer providing project pricing. AC is priced to the industry monthly by suppliers with no carry over from month to month. Therfore, Price quotes are only valid for quantities priced that nonth. Firm Pricing can be provided if the owner requests pricing to be held for a certain amount of time.

Aggregates:

All Aggregates Material Pricing: Rock, Bedding and Rip Rap Material Etc. are subject to a price increase effective June 01, 2024

Inclusions:
*Labor
*Equipment
*Material

***Concrete C&G & S/W (Pricing based on current concrete and fuel sur-charges at bid bid time and are subject to change)**
*Asphalt- (Final Pricing TBD After Final Street and Parking Lot Design)
*Erosion Control
*Signs/Striping
*Survey Including Final Property Pins
*Materials Testing
*Construction Water Supplied From A Onsite Fire Hydrant
*Erosion Control Inspections
*Procurement/Management of Storm water Discharge Permit & SWMP
*2 Year Warranty
*Cement Stabilization
*Dry Utility Coordination
*Over Ex, Lots
*Subdivision Landscaping
*Landscape Removal and Replacement - GOLF COURSE
*Imported Fill
*Site Fencing- Screen Fence

Exclusions:
*Relocation of Existing Utilities (Shown/Not Shown)
*Unstable Street Subgrade
*Rock Excavation
*Payment & Performance Bond
*Foreign or Hazardous Materials
*Unusable Trench Material
*Development Fees
*Town, Sanitation And Water District Permits
*CDOT Permits
*Weld County Permits
*Earthwork/Utility Permits
*Winter Protection
*Offsite Construction Water
*Bonds or Taxes
*Soft Trails per Landscape Plans
*Concrete Footings, Foundations, Piers, Caisons and Floor Slabs are Not included
*Irrigation piping for landscaping onsite - no irrigation plans provided
*Irrigation replacement on Golf Course

Delays in starting your project due to unsigned plans, plan changes, scope change and notice to proceed may cause pricing increased due to the volatility of our current market. Price increase would be in all materials, asphalt, aggregates and fuel
******This applies to Line Item contracts as well as Lump Sum Contract******

GLH CONSTRUCTION, LLC

BY:

TITLE:

ACCEPTED

BY:

TITLE:

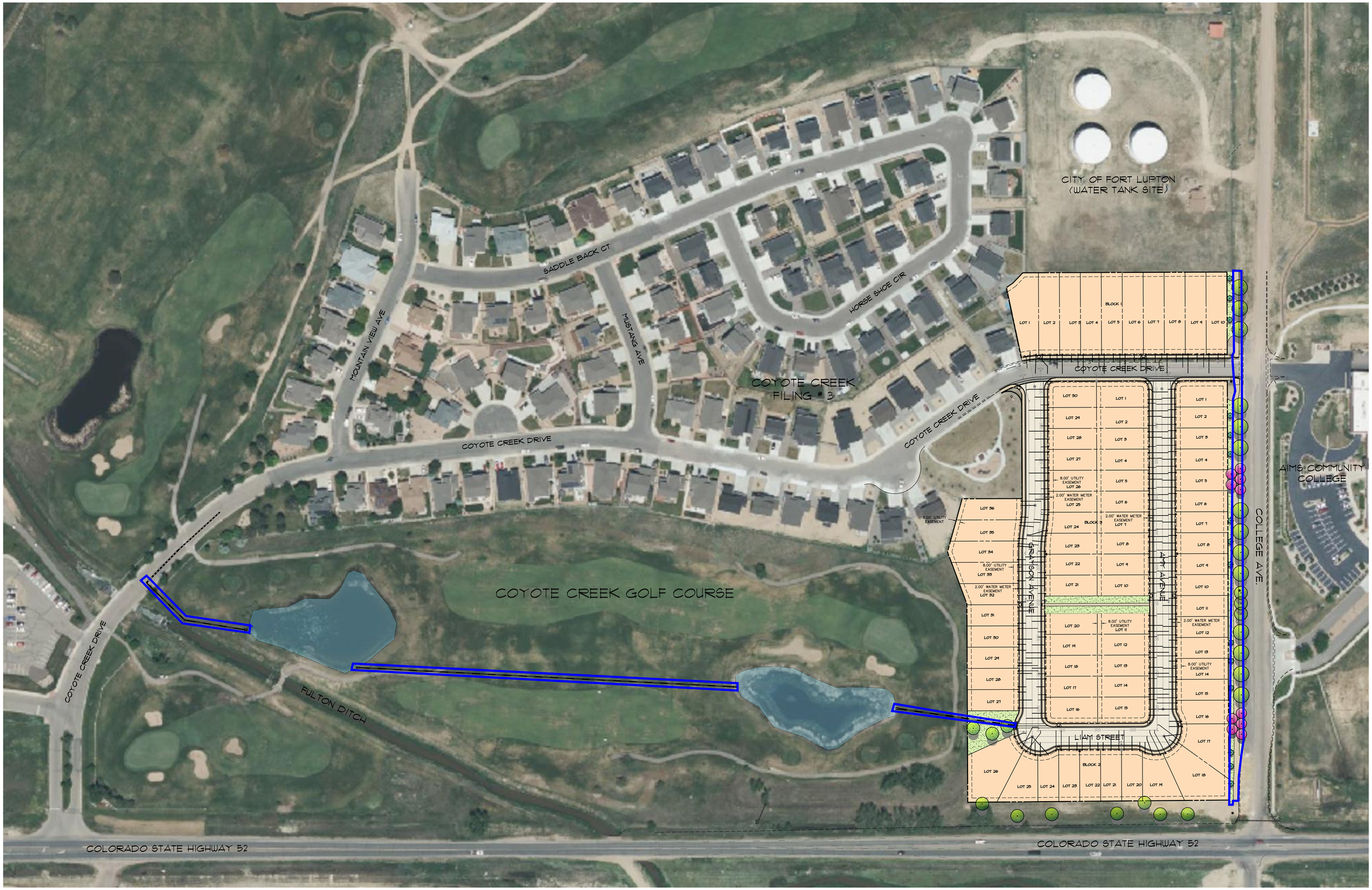
EXHIBIT B

OFF-SITE PUBLIC IMPROVEMENTS

COYOTE CREEK FILING NO. 5

OVERALL SITE PLAN

EXHIBIT B



OFFSITE IMPOVEMENTS

60 30 0 60 120

ORIGINAL SCALE: 1" = 60'

COYOTE CREEK FILING NO. 5
JOB NO. 16093.01
10/30/2023
SHEET 1 OF 1

J·R ENGINEERING
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

GLH CONSTRUCTION, LLC

780 East Garden Drive, Windsor, CO 80550
Phone: (970) 674-0440 Fax: (970) 674-0443

BUDGETARY ESTIMATE

To: Bob Quinette
Attn: Coyote Creek Filing 5
From: Gary Smith: GLH Construction, LLC
Jared Lopez: GLH Construction, LLC
Ben Bramer: GLH Construction, LLC

Monday, December 18, 2023

Coyote Creek Filing 5 - Offsite

GENERAL

GENERAL SITEWORK				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED**
Mobilization	*LUMP SUM*	1.00	$7,758.00	*$7,758.00*
Project Management	*LUMP SUM*	1.00	$7,816.80	*$7,817.00*
Construction Survey	*LUMP SUM*	1.00	$7,456.80	*$7,457.00*
Construction Water	*LUMP SUM*	1.00	$8,209.20	*$8,210.00*
Material Testing	*LUMP SUM*	1.00	$7,338.00	*$7,338.00*
Utility Potholing	*HR*	3.00	$558.00	*$1,674.00*
Overlot Clean up - Spoils - Aggregate Piles	*SY*	5151.00	$1.01	*$5,183.00*
General Sitework Subtotal:				***$45,437.00***

EROSION CONTROL

EROSION CONTROL				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED**
Inlet Protection - Coyote Creek Dr Inlets	*EACH*	2.00	$342.85	*$685.71*
Erosion Control Maintenance	*EACH*	1.00	$3,793.40	*$3,793.40*
Erosion Control Inspection	*EACH*	1.00	$992.00	*$992.00*
Dust Control	*LUMP SUM*	0.25	$25,574.58	*$6,393.64*
Erosion Control Subtotal:				***$11,864.75***

STORM SEWER

Storm Line 1				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED**
Remove & Replace Existing Cart Path Paving - 4"	*SF*	175.00	$32.37	*$5,664.40*
Remove & Replace Existing Sod	*SF*	2290.00	$4.70	*$10,765.00*
24" RCP Class III	*LF*	232.00	$219.92	*$51,021.06*
24" FES	*EACH*	1.00	$5,185.00	*$5,185.00*
Storm Sewer Subtotal				***$72,635.46***
Storm Line 2				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED**
Remove & Replace Existing Sod	*SF*	21225.00	$2.85	*$60,553.36*
18" RCP Class III	*LF*	720.00	$185.27	*$133,395.79*
6" Cleanout	*EACH*	1.00	$2,174.87	***IF NEEDED***
Outlet Structure - Pond A	*EACH*	1.00	$7,674.66	*$7,674.66*
18" FES	*EACH*	1.00	$5,036.77	*$5,036.77*
Storm Sewer Subtotal				***$206,660.57***
Storm Line 3				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**EXTENDED**
Tie Into Existing Manhole	*EACH*	1.00	$9,655.80	*$9,655.80*
Traffic Control - Coyote Creek Dr	*LUMP SUM*	1.00	$19,537.14	*$19,537.14*
Remove & Replace Existing Asphalt	*SY*	28.00	$343.00	*$9,604.04*
Remove & Replace Existing Curb & Gutter	*LF*	10.00	$360.19	*$3,601.90*
Remove and Replace Existing Sign	*EACH*	1.00	$625.15	*$625.15*
Remove & Replace Existing Fence	*LF*	30.00	$84.82	*$2,544.66*
Remove & Replace Existing Sod	*SF*	7130.00	$2.95	*$21,010.79*
18" RCP Class III	*LF*	224.00	$185.27	*$41,500.91*
4' ID Storm Manhole	*EACH*	1.00	$6,043.64	*$6,043.64*
Outlet Structure - Pond B	*EACH*	1.00	$7,890.05	*$7,890.05*
Storm Sewer Subtotal				***$122,014.07***
		Storm Sewer Total		***$401,310.10***

CONCRETE

CONCRETE				
Concrete Prep				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Midblock Ramp	*EACH*	*1.00*	$714.86	*$714.86*
10' Access Ramp	*EACH*	*1.00*	$824.00	*$824.00*
Concrete Prep Subtotal:				***$1,538.86***
Concrete Placement				
ITEM	UNIT	QUANTITY	UNIT COST	EXTENDED
Midblock Ramp	*EACH*	*1.00*	$2,113.22	*$2,113.22*
10' Access Ramp	*EACH*	*1.00*	$2,974.19	*$2,974.19*
Concrete Placement Subtotal:				***$5,087.41***
Concrete Subtotal				***$6,626.27***

Estimated Quantities Field Measured To Verify For Payment.

Construction Total:		**$465,238.12**

Earth Work Fuel Esculator:

The Pricing in this proposal is valid for a period of 30 days from the date estimate was submitted. After this period, due to escalating fuel and oil cost, for every $0.10 increase in the cost of dyed diesel (tax-Exempt) fuel, the cost per cubic yard will need to increase $0.04
Current Fuiel Price at Bid Time: $ 4.00

Asphalt :

Due to the volatility in the oil market, Asphalt Cement(AC) suppliers are no longer providing project pricing. AC is priced to the industry monthly by suppliers with no carry over from month to month. Therfore, Price quotes are only valid for quantities priced that nonth. Firm Pricing can be provided if the owner requests pricing to be held for a certain amount of time.

Aggregates:

All Aggregates Material Pricing: Rock, Bedding and Rip Rap Material Etc. are subject to a price increase effective June 01, 2024

Inclusions:
*Labor
*Equipment
*Material

***Concrete C&G & S/W (Pricing based on current concrete and fuel sur-charges at bid bid time and are subject to change)**
*Asphalt- (Final Pricing TBD After Final Street and Parking Lot Design)
*Erosion Control
*Signs/Striping
*Survey Including Final Property Pins
*Materials Testing
*Construction Water Supplied From A Onsite Fire Hydrant
*Erosion Control Inspections
*Procurement/Management of Storm water Discharge Permit & SWMP
*2 Year Warranty
*Cement Stabilization
*Dry Utility Coordination
*Over Ex, Lots
*Subdivision Landscaping
*Landscape Removal and Replacement - GOLF COURSE
*Imported Fill
*Site Fencing- Screen Fence

Exclusions:
*Relocation of Existing Utilities (Shown/Not Shown)
*Unstable Street Subgrade
*Rock Excavation
*Payment & Performance Bond
*Foreign or Hazardous Materials
*Unusable Trench Material
*Development Fees
*Town, Sanitation And Water District Permits
*CDOT Permits
*Weld County Permits
*Earthwork/Utility Permits
*Winter Protection
*Offsite Construction Water
*Bonds or Taxes
*Soft Trails per Landscape Plans
*Concrete Footings, Foundations, Piers, Caisons and Floor Slabs are Not included
*Irrigation piping for landscaping onsite - no irrigation plans provided
*Irrigation replacement on Golf Course

Delays in starting your project due to unsigned plans, plan changes, scope change and notice to proceed may cause pricing increased due to the volatility of our current market. Price increase would be in all materials, asphalt, aggregates and fuel
******This applies to Line Item contracts as well as Lump Sum Contract******

GLH CONSTRUCTION, LLC

BY:

TITLE:

ACCEPTED

BY:

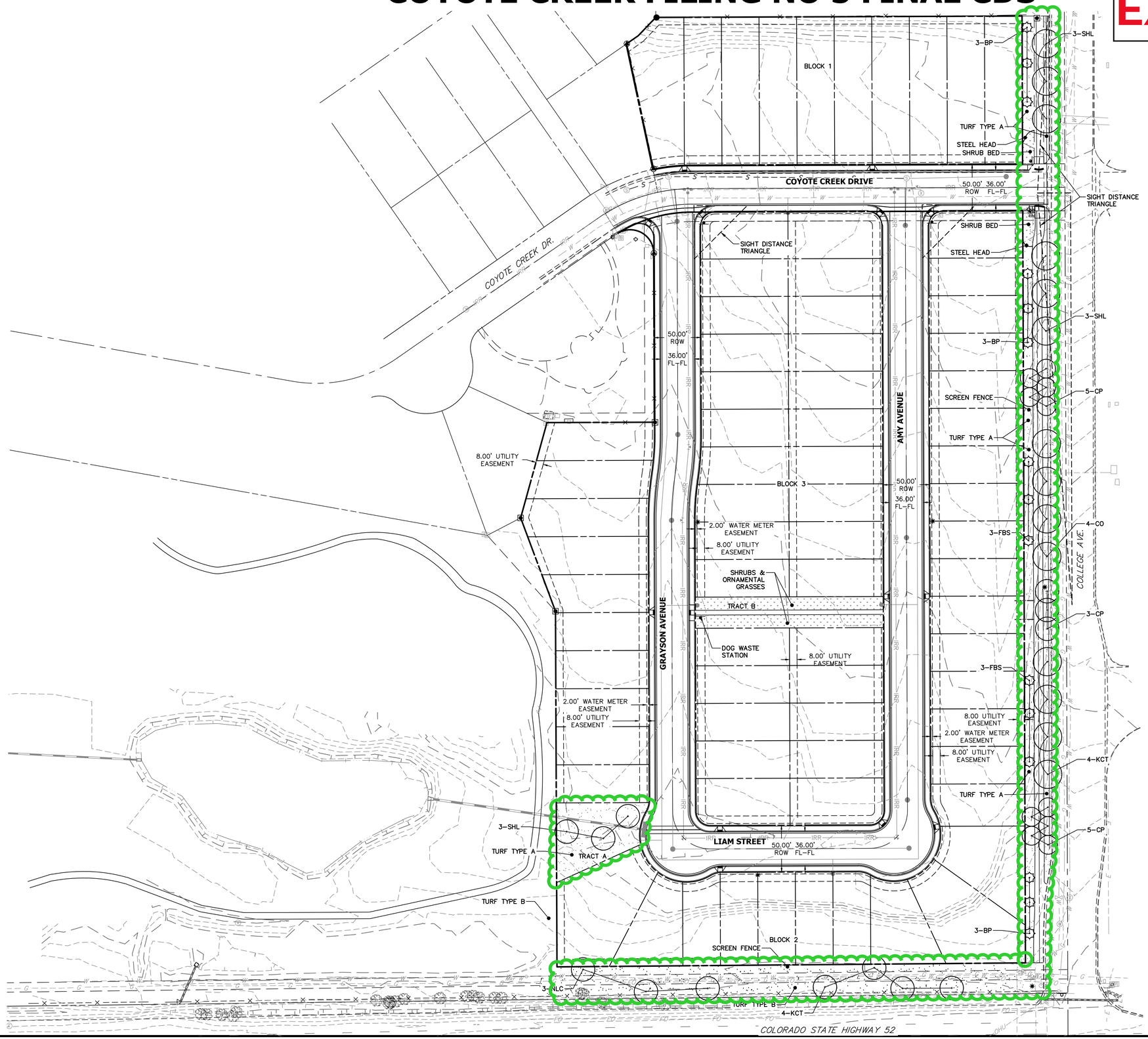
TITLE:

EXHIBIT C

LANDSCAPE, PARK AND TRAIL IMPROVEMENTS

COYOTE CREEK FILING NO 5 FINAL CDS

EXHIBIT C



LANDSCAPE LEGEND

- EXISTING CONIFEROUS TREE TO BE PRESERVED
- EXISTING DECIDUOUS TREE TO BE PRESERVED
- PROPOSED MINOR/1' CONTOUR
- PROPOSED MAJOR/5' CONTOUR
- STEEL HEADER
- **TURF TYPE A:** IRRIGATED HYBRID KENTUCKY X TEXAS BLUE GRASS SOD, TURF MASTER ENVIROTURF OR APPROVED EQUAL
- **TURF TYPE B:** DROUGHT TOLERANT IRRIGATED TURF SEED MIX
- SHRUBS & ORNAMENTAL GRASSES
- CONIFEROUS TREE 6' HGT
- DECIDUOUS STREET/ SHADE TREE, 2" CALIPER
- ORNAMENTAL TREE, 1 1/2" CALIPER SIZE
- STOP SIGN OR DOG WASTE STATION
- FIRE HYDRANT

SITE LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- RIGHT OF WAY
- COLLEGE AVE/HWY 52
- SCREEN FENCE
- EXISTING WOODEN FENCE
- EXISTING GAS MAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED ELECTRIC
- EXISTING STORM DRAIN
- PROPOSED STORM DRAIN
- EXISTING CURB AND GUTTER
- PROPOSED SIGN
- PROPOSED CURB AND GUTTER
- EXISTING STREET LIGHTS
- PROPOSED STREET LIGHT
- 3/4" METER VAULTS
- FIRE HYDRANT

NOTES

CONTRACTOR TO REACH OUT TO COYOTE CREEK GOLF COURSE MANAGER TO REESTABLISH GOLF COURSE AREAS DISTURBED DURING CONSTRUCTION.

Know what's **below.** **Call** before you dig.

50 25 0 50 100

ORIGINAL SCALE: 1" = 50'

ENGINEER'S STATEMENT

PREPARED UNDER MY DIRECT SUPERVISION

ANDREW J. HUGILL, PE
COLORADO LIC. PE NO. 57007
FOR AND ON BEHALF OF JR ENGINEERING, LLC.

DATE

COLORADO LICENSED ANDREW J. HUGILL 57007 PROFESSIONAL ENGINEER

UNTIL SUCH TIME AS THESE DRAWINGS ARE APPROVED BY THE APPROPRIATE REVIEWING AGENCIES, JR ENGINEERING APPROVES THEIR USE ONLY FOR THE PURPOSES DESIGNATED BY WRITTEN AUTHORIZATION.

PREPARED FOR
LUPTON LAND, LLC
10221 PRESTWICK TRAIL
LONE TREE, CO 80124
BOB QUINETTE
P-303.587.1966

J·R ENGINEERING
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Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

No.	REVISION	BY	DATE

H-SCALE	1"=50'
V-SCALE	1"=X'
DATE	12/08/23
DESIGNED BY	
DRAWN BY	
CHECKED BY	

COYOTE CREEK PUD FILING NO. 5 FINAL PLAT

LANDSCAPE PLAN

SHEET 23 OF 39

JOB NO. 16093.01

City Council Meeting
Date: February 6, 2024
Staff: Roy Vestal,
Public Works Director

AM 2024-030
Public Hearing☐

SUBJECT FOR DISCUSSION

Award 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 original award was on September 19, 2023. USDA had additional edits to the agreement after the City approved the contract.

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 McDonnel 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 reimbursement by USDA for the additional services contracted with Burns and McDonnell for the extra work related to the USDA funding requirements.

FINANCIAL CONSIDERATIONS

The Utility Fund-Waste Water has $25,000,000 budgeted in 2024 to cover the cost of construction and construction management/engineering. Financing for the project includes a USDA loan of $23,839,000, a City match of $5,965,000, and a State grant from DOLA of $1,000,000. The cost of construction management is included in the costs covered by the total financing package.

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

BURNS & McDONNELL

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE

AMERICAN SOCIETY OF CIVIL ENGINEERS

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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

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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

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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.

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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

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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.

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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.

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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.

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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

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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.

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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),

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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.

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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.

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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

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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.

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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.

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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 Stated must be greater than 55 percent of the total cost of all components of the product.

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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

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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.

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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.

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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

By: [ ]
Print name: Zo Hubbard
Title: Mayor
Date Signed: [ ]

Address for Owner's receipt of notices:
130 S McKinley Ave
Fort Lupton, CO 80621

Designated Representative (Paragraph 8.03.A):
Roy Vestal
Title: Public Utilities Director
Phone Number: (303) 857-6694
E-Mail Address: rvestal@fortluptonco.gov

Engineer: Burns & McDonnell Engineering Company, Inc.

By: [ ]
Print name: Dan Korinek
Title: Senior Vice President
Date Signed: [ ]

Engineer License or Firm's Certificate No. (if required):
[ ]
State of: Colorado

Address for Engineer's receipt of notices:
9191 S. Jamaica Street
Englewood, CO 80112

Designated Representative (Paragraph 8.03.A):
Jason Schaefer
Title: Regional Water Practice Manager
Phone Number: (303) 474-2265
E-Mail Address: jschaefer@burnsmd.com

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This is **EXHIBIT A**, consisting of 19 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

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. The Study and Report Phase was completed under a separate agreement with the City of Fort Lupton, dated November 2nd, 2021. This Agreement will include scope of services related to Construction Phase Services and Resident Engineering services only.

   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.

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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.

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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 10days 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* – ***NOT USED***

~~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.~~

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~~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* – ***NOT USED***

~~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:~~

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1. ~~Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

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.~~

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~~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.~~

~~E. This phase was completed under a separate agreement with the City of Fort Lupton, dated Nov 2nd, 2021. This Agreement will include scope of services related to Construction Phase Services and Resident Engineering services only.~~

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A1.04 *Bidding or Negotiating Phase* – ***NOT USED***

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

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~~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 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).~~

~~C. This phase was completed under a separate agreement with the City of Fort Lupton, dated Nov 2nd, 2021. This Agreement will include scope of services related to Construction Phase Services and Resident Engineering services only.~~

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

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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 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

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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 documents 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.

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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

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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 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

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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.

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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:

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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

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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).

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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.

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.

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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.

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.

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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.

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

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.

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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.

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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

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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.

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Exhibit C

Payments to Engineer for Services and Reimbursable Expenses

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

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

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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:*

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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.

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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:*

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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.

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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.

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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.

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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%.**

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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%.**

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

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

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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* M*odifications:* 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,

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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.

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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.

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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.

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EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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.

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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: _____

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

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

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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.

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

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.

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

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:

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

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): _____

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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: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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Scope of Services

11/3/2022

PROJECT NAME:
Fort Lupton
Metro Connection Force Main and Lift Station

Project Understanding

The City of Fort Lupton has opted to convey all raw, untreated wastewater from it's current WWTF to the Metro Water Recovery Northern Treatment Plant. Construction of an approximately 6.3-mile force main and site improvements to the WWTF are required – including the retrofitting of the existing digester and the addition of three centrifugal pumps.

The primary goal of this contract is to support the construction of a force main and lift station for conveying raw wastewater from the existing Fort Lupton WWTF to the Metro Water Recovery Northern Treatment Plant. The force main work generally includes installation of approximately 6.35 miles of 20-inch pipeline with approximately 1,250 linear feet of 24-inch horizontal directional drilled pipe and two (2) trenchless crossings of Weld County Road 8 (WCR 8) and Weld County Road 6 (WCR 6). The lift station generally consists of furnishing, delivering, constructing, installing, connecting, and testing a 14" and a 5.5 mgd pumping system including a temporary pumping system (to be utilized during construction) and all associated appurtenances as required to convey wastewater from the Fort Lupton WWTF to the Metro Northern WWTP.

This scope of work address the Consultants expected activities to support construction of the work. Activities include "office administration" of the contract and providing a full time Resident Project Representative to observe the work in progress.

The major scoping tasks that we propose are as follows:

TASK 1100 SERIES - CONSTRUCTION ADMINISTRATION SERVICES

Provide construction contract administration services as indicated below:

Task 1101 – Pre-Construction Meeting:

Burns & McDonnell will prepare the pre-construction conference agenda, attend and run the meeting, and take, prepare, and distribute meeting minutes. It is anticipated that the pre-construction meeting will be attended by the City and the Contractor's Project Manager and the Engineer's Project Manager and Resident Field Representative.

Task 1102 – Overall Project and Contract Administration:

This task includes office administrative tasks to be performed throughout the Construction Phase including:

- Receive and review guarantees, tests, and approvals provided by the Contractor in accordance with the construction contract documents. Maintain and transmit project files to the City and copy the City's Project Manager with test results.
- Give written notifications of observations regarding defects or deficiencies in the Contractor's work relating to compliance with contract documents.
- Preparation of monthly invoices and monitoring of the budget and schedule.

The active construction period for this project is anticipated to be twenty-four (24) months in duration. If the Contractor's approach to the project requires more than twenty-four months to complete, the additional work related to this task shall be considered as Additional Services.

Task 1103 – Weekly Construction Meetings:

Burns & McDonnell will prepare the conference agenda, attend and run the meeting, prepare, and distribute meeting minutes for weekly construction conferences with the Owner and Contractor. Construction conferences will help to coordinate the work, the contactors schedule, and to review notable construction activities including future installations, quality control, outstanding material submittals, and changes in the work. Active construction is expected to take twenty-four (24) months, thus 104 meetings. It is assumed that one meeting a month would be in person at 3.5 hours, with the remainder of the meetings being virtual at 1.5 hours.

TASK 1200 SERIES – CONSTRUCTION ADMINISTRATION SERVICES

Task 1201 – Periodic Construction Observation by Project Manager or Project Engineer:

This includes monthly site visits and/or progress meeting attendance by either the Project Manager or a Project Engineer. We assume an active construction period of approximately twenty-four (24) months. This assumes twenty-four (24) visits for a typical duration of four (4) hours per visit.

Task 1202 – Submittal/Shop Drawing Reviews:

Burns & McDonnell will review material submittals for the project and provide a response and status for each submittal. Burns & McDonnell expects approximately one hundred and seventy (170) different submittals from the Contractor. It is assumed that submittals will require an

average of two (2) hours review and response time for the first submittal. It is assumed that 50% of the submittals (85 of the 170) will require resubmittal review of one (1) hour review and response time.

Task 1203 – Answer Contractor's Question through written RFI process:
Burns & McDonnell will provide formal responses to RFI's to the contractor and the City. This includes written response to fifty (50) RFI's with a review, determination, and response time of approximately three (3) hours per RFI.

Task 1204 – Change Order Preparation for Owner Approval and Execution:
Burns & McDonnell will review and respond to Contractor's requests for work change directives and change orders. We will evaluate and make recommendations for construction contract work change directives and change orders. The Project Engineer will coordinate input from the Resident Project Representative and the City on the validity and relative costs associated with change orders and prepare comparative cost estimates as needed to confirm Contractor change requests. This task assumes a total of ten (10) change orders at an average review and response time of approximately four (4) hours per order. Burns & McDonnell will prepare and distribute change orders for City and Contractor approval and signature at reasonable intervals as changes are accrued during the work. Change Orders will provide current project accounting based upon contract value and completion time changes from the original agreement.

Task 1205– Recommendations (only) for Payment:
Burns & McDonnell will make a recommendation for payment to the City of Fort Lupton after the quantities as measured in the field (as work is completed) are agreed to by the resident project representative and the contractor.

Task 1206 – Substantial Completion Walkthrough and Punch List Support:
Burns & McDonnell will participate in the field walks of the new forcemain and lift station improvements with the City and the Contractor. We will generate a punchlist of construction items to correct in the field and prepare the substantial completion letter with final completion requirements outlined.

Task 1207 – ProCore Software Setup, Licensing, Training, and Support
Burns & McDonnell will license, setup, and support ProCore® software throughout the duration of the construction. Our associated direct expense of twenty-two thousand dollars ($22,000) is to cover our costs associated with hosting the software. Our Project Controls team will host one (1) training for the City and one (1) training for the Contractor on how to use the software. We expect that the software will be used for the following activities: material submittal submittals/approvals, document control, photo sharing, daily report sharing, keeping contractor redlines, and document revision control.

Task 1208 – Final Completion Walkthrough and Punchlist Input:
Once the Contractors have indicated that they have corrected the punchlist items, a final field visit will be conducted to confirm that all work is complete. Based on the findings, final punch list letters of completion will be prepared and submitted.

TASK 1300 SERIES - RESIDENT PROJECT REPRESENTATIVE AND START-UP SERVICES

Provide a part time Resident Project Representative as indicated below:

Task 1301 – Full-Time Resident Project Representative
Burns & McDonnell will provide a full-time Resident Project Representative to observe and record the construction progress and administer the contract in accordance with the project manual, specifications, and executed contracts. The resident project representative will be on site from construction start-up through final completion. These services are based on twenty-four (24) months of full-time observation over the active construction period. For the purposes of our fee, we have assumed daily field observations at ten (10) hours per day. The resident project representative will:

- Administer the contract in accordance with the project manual, specifications, and executed contracts between the Contractor, Engineer, and City.
- Provide on-site daily observation and record construction activities for general conformance to the contract documents.
- Examine and review delivered and on-site materials to make sure they conform to the approved submittals.
- Maintain a daily project diary documenting construction observations, construction installations, important conversations, site conditions, labor and equipment, field discrepancies, contractor safety, and other important job site circumstances. The resident project representative will prepare and submit daily construction reports to the City on a weekly basis.
- Compile as-constructed quantities for each pay item.
- Provide construction photos to assist in documenting construction activities.
- See that the Contractor is coordinating their construction activities with City's operations as needed.
- Conduct weekly progress meetings, provide meeting agendas, and take and distribute meeting minutes.
- Coordinate with Contractor and Owner regarding start-up, testing, and commissioning of the new forcemain and lift station.
- Report to Project Engineer, opinions and suggestions based on observations regarding defects or deficiencies in the work and compliance with drawings and specifications.
- Advise Project Engineer and Contractor immediately of any work requiring shop drawing review prior to work commencement.
- Observe and document differing subsurface and physical conditions encountered.
- Review Contractor's construction schedule for conformance with milestones, and other project requirements.
- Verify and assist Contractor's communication with required agencies and utility providers to minimize conflict with project construction.

- Observe onsite quality assurance testing and maintain copies of testing results on site.
- Review as-built construction mark-ups on at least a weekly basis to verify that the contractor is accurately documenting field changes to the work in a common set of drawings/specifications.

Task 1302 – Project Startup Assistance:
This task includes assisting City staff with the start-up new forcemain and startup of the new pumps at the lift station. Burns & McDonnell will provide technical support and observations to help coordinate and integrate startup of the new force main and lift station.

TASK 1400 SERIES – CONSTRUCTION CLOSE-OUT

Task 1401 – Project Closeout Support (as needed):
This task includes provisions to close out the project documentation. This task will be conducted in the office and will include final coordination with the Contractors, receipt and review of lien releases, coordination of Final Completion, punch list items, final payment, record drawings, and other documents required by the contract documents for final completion and final payment.

Task 1402 – Prepare and Submit Record Drawings:
Following the construction of the force main and lift station improvements, and prior to recommendation of the final payment to the Contractor, the Contractor will be required to provide a complete set of red lined drawings indicating any changes that took place in the field during construction of the project.

Burns & McDonnell will prepare conforming to construction drawings from the Contractor and Resident Project Representative supplied redlines. A hard copy, pdf copy, and AutoCAD file of the information will be provided to the City.

City Council Meeting
Date: February 6, 2024
Staff: Roy Vestal,
Public Works Director

AM 2024-032
Public Hearing☐

SUBJECT FOR DISCUSSION

Award of Contract to Thalle Construction Co, INC. for an Amount Not to Exceed $25,919,700.00 for the METRO Connection Force Main and Lift Station Project from the Utility Fund

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from November 17, 2023 with bid opening on January 19, 2024. Five bids were received with Thalle Construction Co, INC. providing the lowest responsible bid as shown in the attached Bid Tabulation.

The City's engineering consultant has reviewed the bids, qualifications, experience and references for Thalle and recommended award of the project to Thalle.

Budget	Original 2022	Revised Funding
Construction	$20,083,527.00	$29,919,700.00
Contingencies (10%)	$ 2,008,353.00	$ 2,591,970.00
Engineering	$ 1,310,774.00	$ 1,218,877.00
Legal Fees	$ 214,000.00	$ 214,000.00
Ditch Crossing Agreement	$ 10,000.00	$ 20,000.00
Interim Financing	$21,163,000.00	$23,839,000.00
TOTAL PROJECT	**$ 24,288,771.00**	**$30,804,000.00**

Anticipated project start this March with completion in two years.

FINANCIAL CONSIDERATIONS

The 2024 budget includes $25,000,000 for METRO Connection Project. Additional City funds are available with cash in the Utility Fund.

Fund Source	Original 2022	Revised Funding
USDA committed RUS Loan	$21,163,0000.00	$23,839,000.00
DOLA EIAF Grant	$ 1,000,000.00	$ 1,000,000.00
City Funds	$3,043,000.00	$ 5,922,000.00
TOTAL FUNDING	**$24,288,771.00**	**$30,804,000.00**

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement with Thalle Construction Co, INC.
- Do not approve the Contract
- Rebid project

STAFF RECOMMENDATIONS

Staff recommends approving contract with Thalle Construction Co, INC. for an amount not to exceed $25,919,700.00 for the Water Meter Replacement Project from the Utility Water Fund.

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

Attachments:

a. Contract Agreement – Thalle Construction Co, INC.
b. Notice of Award
c. Engineer's recommendation
d. Bid Tabulation

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The City of Fort Lupton** ("Owner") and **Thalle Construction Co, Inc** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1. 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Work for the Metro Connection Force Main and Lift Station contract generally consists of furnishing, delivering, constructing, installing, connecting, and testing a 14, 20, and 24-inch pipeline and a 5.5 mgd pumping system including a temporary pumping system (to be utilized during construction) and all associated appurtenances as required to convey wastewater from the Fort Lupton WWTF to the Metro Northern WWTP. Work includes installation of approximately 6.3 miles of 20-inch pipeline with approximately 1,250 linear feet of 24-inch horizontal directional drilled pipe and two (2) trenchless crossings of Weld County Road 8 (WCR 8) and Weld County Road 6 (WCR 6).**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction of a force main and lift station.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Burns & McDonnell** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **November 30th, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 31st, 2025.**

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4.03 *Contract Times: Days*

Deleted

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Construction of **Force main to Metro Water Recovery Northern Treatment Plant complete, hydrostatically tested, and approved by Engineer with temporary diversion pumping in operation by June 30th, 2025.**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. **Deleted**

3. *Milestones:* Contractor shall pay Owner $**2,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. **Deleted**

4.06 *Special Damages*

Deleted

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **$10,680,000.00**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

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B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
4	Variable Messaging Boards (Prior to Construction)	DAYS	14	$ 350.00	$ 4,900.00
6	CLSM Cut Off Walls	EA	30	$ 3,500.00	$ 105,000.00
7	Trench Stabilization Material	TONS	650	$ 210.00	$ 136,500.00
8	CLSM As Backfill	CY	620	$ 350.00	$ 217,000.00
9	Asphalt Surface Restoration	TONS	200	$ 200.00	$ 40,000.00
10	Gravel Surface Restoration	CY	380	$ 160.00	$ 60,800.00
12	Seeding and Surface Restoration	AC	30	$ 6,500.00	$ 195,000.00
14	Chain Link Fence Removal and Replacement	LF	100	$ 100.00	$ 10,000.00
17	Restrained 20” PVC Sewer Main	LF	3,000	$ 340.00	$ 1,020,000.00
18	Unrestrained 20” PVC Sewer Main	LF	30,000	$ 300.00	$ 9,000,000.00
20	Force Main Plug Valves	EA	5	$ 30,000.00	$ 150,000.00
21	Force Main Cleanouts	EA	4	$ 30,000.00	$ 120,000.00
22	Precast Combination Air Valve and Vault	EA	10	$ 45,000.00	$ 450,000.00
23	Marker Post	EA	19	$ 2,000.00	$ 38,000.00
24	Horizontal Directional Drill	LF	1,450	$ 2,000.00	$ 2,900,000.00
25	Bored Steel Casing Pipe	LF	240	$ 2,500.00	$ 600,000.00
26	Steel Casing (Open Cut Installation)	LF	75	$ 2,300.00	$ 172,500.00
29	60-Inch Precast Sanitary Sewer Manhole	EA	1	$ 20,000.00	$ 20,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					**$ 15,239,700.00**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment): **$25,919,700.00**

D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) **Deleted**

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **12% (twelve** percent) per annum.

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ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. **Deleted**
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **1** to **5,** inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. **Geotechnical Baseline Report (GBR)**
   a. **Geotechnical Data Report (GDR)**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **February 14th, 2024** (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Fort Lupton	Thalle Construction Company, Inc.
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: Zo Hubbard	Name: _____
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: _____
(typed or printed)	*(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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Title: City Clerk
(typed or printed)

Address for giving notices:

130 S McKinley Avenue

Fort Lupton, CO 80621

Designated Representative:

Name: Chris Cross
(typed or printed)

Title: City Administrator
(typed or printed)

Address:

130 S McKinley Ave

Fort Lupton, CO 80621

Phone: 720-466-6103

Email: ccross@fortluptonco.gov

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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NOTICE OF AWARD

Date of Issuance: **February 7, 2024**

Owner: The City of Fort Lupton | Owner's Project No.: FTL2023-016

Engineer: Burns & McDonnell | Engineer's Project No.: 139581

Project: Metro Connection Force Main & Lift Station

Contract Name: Metro Connection Construction

Bidder: Thalle Construction Company, Inc.

Bidder's Address: 900 NC Highway 86 North
Hillsborough, NC 27278

You are notified that Owner has accepted your Bid dated **1/19/2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Metro Connection Force Main and Lift Station Project

The Contract Price of the awarded Contract is $**25,919,700.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **The City of Fort Lupton**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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January 25, 2024

Mr. Roy Vestal
Public Works Director
City of Fort Lupton
130 S McKinley Ave
Fort Lupton, CO 80621

RE: Metro Connection Force Main & Lift Station
Recommendation for Award

Dear Mr. Vestal:

Bids for the Metro Connection Force Main and Lift Station project were received by the City of Fort Lupton (City) at 2:00 PM on January 19, 2024. This was a publicly advertised project. At the time of the bid opening, five (5) bids were received by the City. The received bids were read aloud, and the apparent low bidder, Thalle Construction Company Inc. (Thalle), was declared with a Total Bid of $25,919,700.00.

A bid summary and a bid tabulation spreadsheet which indicates the Unit Price Schedules for the bid received are appended to this letter. We have determined that Thalle is the low bidder for this project. Burns & McDonnell has reviewed the Contractor's Qualifications, Project Experience and also contacted several provided references for ongoing and recent projects. Burns & McDonnell believes Thalle has adequate experience to successfully complete the work for this Project.

Burns & McDonnell recommends that the City award the Metro Connection Force Main and Lift Station project to Thalle in the amount of $25,919,700.00. This recommendation is based on the received bid documents and contractor qualifications.

If you have any questions, please call me at (484) 634-2774.

Sincerely,

Ryan Brong, P.E.
Project Manager

RB

Burns & McDonnell Consultants, Inc.
9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsmcd.com

Bid Opening Summary

THE CITY OF FORT LUPTON
Metro Connection Force Main and Lift Station

Bid Opening
January 19, 2024
2:00 pm

The City of Fort Lupton City Hall

130 S McKinley Ave Fort Lupton, CO 80621

Contractor	Time of Opening	Proposal	Addendum Acknowledgement	Contractor's License Number Provided	Bid Bond (EJCDC C-430)	Qualification Statement (EJCDC C-451)	Compliance Statement (USDA Form RD 400-6)	USDA Form AD-1048	USDA 1940-Q Exhibit A-1	Bid Form (EJCDC C-410)	TOTAL (Lump Sum + Unit Price + Bid Item 2)
JHL Constructors	2:01 PM	X	X	X	X	X	X	X	X	X	$34,245,023.00
BT Construction Inc.	2:03 PM	X	X	X	X	X	X	X	X	X	$48,675,367.00
Thalle Construction	2:06 PM	X	X	X	X	X	**X**	**X**	**X**	**X**	**$25,919,700**
T. Lowell Construction	2:08 PM	X	X	X	X	X	X	X	X	X	$34,000,000
EZ Excavating	2:11 PM	X	X	X	X	X	X	X	X	X	$26,133,300.69

City of Fort Lupton, Colorado
Public Works Department

METRO Lift Station & Force Main
FTL2023-016

Contractor's Name:					Thalle Construction		E-Z Excavating		T Lowell Construction		JHL Constructors		BT Construction	
Bid Item		Description	Unit	Quantity	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Project Total						$ 25,919,700.00		$ 26,133,300.69		$ 34,000,000.00		$ 34,245,023.00		$ 48,675,367.00
Total Lump Sum and Unit Priced						$ 25,679,700.00		$ 25,403,300.50		$ 33,500,000.00		$ 33,055,418.00		$ 48,354,067.00
Contract Bonds & Insurance						$ 240,000.00		$ 730,000.19		$ 500,000.00		$ 1,189,605.00		$ 321,300.00
Lump Sum Price														
1		Mobilization & Demobilization	LS	1		$ 2,500,000.00		$ 1,200,000.50		$ 750,000.00		$ 3,356,480.00		$ 3,830,400.00
3		Traffic Control	LS	1		$ 350,000.00		$ 360,000.00		$ 945,000.00		$ 1,852,100.00		$ 3,510,900.00
5		Erosion Control	LS	1		$ 250,000.00		$ 275,000.00		$ 675,000.00		$ 788,080.00		$ 783,300.00
11		Concrete S/W C&G Replacement	LS	1		$ 95,000.00		$ 90,000.00		$ 140,000.00		$ 112,180.00		$ 329,100.00
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15		Flow Meter/Vault Install 18-in FM	LS	1		$ 275,000.00		$ 1,030,000.00		$ 300,000.00		$ 154,200.00		$ 339,400.00
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19		Connect to Ex Manhole (SP-4)	LS	1		$ 30,000.00		$ 14,500.00		$ 30,000.00		$ 295,800.00		$ 19,900.00
27		Yard piping Valves	LS	1		$ 95,000.00		$ 53,000.00		$ 400,000.00		$ 338,900.00		$ 404,100.00
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30		Temp Bypass	LS	1		$ 750,000.00		$ 1,165,000.00		$ 1,000,000.00		$ 1,314,200.00		$ 1,094,700.00
31		Lift Station and Wet Well Mod	LS	1		$ 4,600,000.00		$ 5,225,000.00		$ 9,128,000.00		$ 5,072,000.00		$ 8,031,500.00
32		Remove/Replace storm catch basin	LS	1		$ 15,000.00		$ 11,000.00		$ 12,000.00		$ 18,000.00		$ 31,500.00
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Unit Price Bid														
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6		CLSM Cut off Walls	EA	30	$ 3,500.00	$ 105,000.00	$ 6,800.00	$ 204,000.00	$ 3,000.00	$ 90,000.00	$ 3,687.00	$ 110,610.00	$ 37,780.00	$ 1,133,400.00
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10		Gravel Surface Restoration	CY	380	$ 160.00	$ 60,800.00	$ 75.00	$ 28,500.00	$ 135.00	$ 51,300.00	$ 86.00	$ 32,680.00	$ 211.00	$ 80,180.00
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21		Force Main Cleanouts	EA	4	$ 30,000.00	$ 120,000.00	$ 50,500.00	$ 202,000.00	$ 25,000.00	$ 100,000.00	$ 25,000.00	$ 100,000.00	$ 50,579.00	$ 202,316.00
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23		Marker Post	EA	19	$ 2,000.00	$ 38,000.00	$ 350.00	$ 6,650.00	$ 2,250.00	$ 42,750.00	$ 2,200.00	$ 41,800.00	$ 1,330.00	$ 25,270.00
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Subtotal, Division 500						$ 15,239,700.00		$ 13,269,800.00		$ 18,500,000.00		$ 18,292,478.00		$ 28,404,767.00

City of Fort Lupton, Colorado
Public Works Department

METRO Lift Station & Force Main
FTL2023-016

Contractor's Name:					Thalle Construction		E-Z Excavating		T Lowell Construction		JHL Constructors		BT Construction	
Bid Item		Description	Unit	Quantity	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Project Total						$ 25,919,700.00		$ 26,133,300.69		$ 34,000,000.00		$ 34,245,023.00		$ 48,675,367.00
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Subtotal, Division 500						$ 15,239,700.00		$ 13,269,800.00		$ 18,500,000.00		$ 18,292,478.00		$ 28,404,767.00

City Council Meeting
Date: February 6, 2024
Staff: Roy Vestal,
Public Works Director

AM 2024-033
Public Hearing☐

SUBJECT FOR DISCUSSION

Award of Contract to Northern Colorado Constructors, Inc. for an Amount Not to Exceed $300,000.00 for Water Meter Replacement Installation Project from the Utility Fund Water Line Department

SUMMARY STATEMENT/BACKGROUND DISCUSSION

Bid documents were advertised from April 21, 2023 with bid opening on February 2, 2024. Five bids were received with Northern Colorado Constructors, Inc. (NCC) providing the lowest responsible bid as shown in the attached Bid Tabulation.

NCC is a respected contractor in Front Range communities with several local municipalities' projects in the area. The City has contracted with them before.

Anticipated project start this Month with completion in May of this year (for this portion).

FINANCIAL CONSIDERATIONS

The 2024 budget Utility Fund includes $3,000,000 for Water Meter Replacement.

LEGAL/POLITICAL CONSIDERATIONS

Not Applicable.

ALTERNATIVES/OPTIONS

- Approve Contract Agreement with NCC
- Award portion of project items to fit budget
- Do not approve the Contract
- Rebid project.

STAFF RECOMMENDATIONS

Staff recommends approving contract with Northern Colorado Constructors, Inc. for an amount not to exceed $300,000.00 for the Water Meter Replacement Project from the Utility Water Fund.

Attachments:

a. Contract Agreement – Northern Colorado Constructors, Inc.
b. Notice of Award
c. Contract Award Summary
d. Bid Tabulation / Cost Analysis

Certification of Council Approval:
Ordinance No. _____
Resolution No. _____

_____ City Clerk

_____ Date

Public Works

Construction Agreement

This **Public Works Agreement**, hereinafter "Agreement," is entered into by and between the **City of Fort Lupton**, Colorado, hereinafter "City," and **Northern Colorado Constructors, Inc.,** hereinafter "Contractor."

WHEREAS the parties hereto agree in consideration of the covenants, payments, and agreements set forth herein as follows:

1. Scope of Work

The Contractor shall furnish all tools, equipment, machinery, supplies, superintendence, insurance, transportation, labor and other construction accessories, services and facilities specified or required to be incorporated into and for a permanent part of the completed Work. The Contractor shall provide and perform all necessary labor in a first class and workmanlike manner in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions and conditions of the Contract Documents. The Contractor shall perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work included in this Scope of Work and the Bid Documents set forth and incorporated hereinbelow.

2. Contract Documents

The executed Contract Documents comprise the following:

A. The Executed Agreement;

B. Addenda (if any);

C. Advertisement for Bids;

D. Invitation for Bids;

E. Instructions to Bidders;

F. Proposed Subcontractors;

G. Non-Collusion Affidavit;

H. Bid, Performance, and Payment Bonds;

I. Proposal;

J. Bid Form;

K. Special Conditions of Contract;

L. Conditions of Contract;

M. City of Fort Lupton, Colorado *2024 Construction Specifications for Public Improvements*, latest edition;

N. Certificates of Insurance; and

O. Plans (Drawings).

This Agreement, together with the other Documents enumerated above, which said other Documents are as fully a part of the Agreement as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Agreement conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

3. Time for Completion

The Contractor agrees to commence work upon execution of this Agreement and to substantially complete all work no later than May 15, 2024.

4. Contract Appropriations / No Change Orders

The City states that the amount of money appropriated for this Agreement is equal to or in excess of the Contract Sum. No Change Order to this Agreement requiring additional compensable Work to be performed, which Work causes the aggregate amount payable under this Agreement to exceed the Amount appropriated for the Original Contract will be issued by the City unless the City notifies the Contractor, in writing, that lawful appropriations to cover the costs of the Additional Work have been made.

5. Contract Amount

The City will pay to the Contractor for the performance and completion of the Work encompassed by this Agreement, and the Contractor shall accept as full compensation therefore the Amount of **THREE HUNDRED THOUSAND AND NO CENTS, $ 300,000.00**, subject to the City's confirmation of the completion of the Scope of Work in accordance with the Contract Documents attached hereto. The said Amount to be paid upon the City's inspection and acceptance of the Work, at the City's sole discretion, including the Contractor's completion of any punch-list items as determined by the City and the execution of any releases by the Contractor deemed necessary by the City.

6. Contractor Payments

The Contractor shall, at no more than or less than monthly intervals on a Date to be agreed by the City and the Contractor, submit Application for Payment requests to the City.

A. The Application for Payment shall clearly identify and provide such detail for which the Engineer and the Contractor shall agree to describe the Work completed by the Contractor up to the Date of the Application for Payment.

B. The City will deduct and retain an amount equal to ten percent (10%) of the Application for Payment's Amount. The retained amounts shall be paid upon Final Acceptance of the work.

C. The City will endeavor to effect the Progress Payments to the Contractor no later than thirty (30) calendar days after the Date the Application for Payment is received by the City.

D. The Contractor shall charge Past Due Accounts an interest rate of two percent (2%) per month on any unpaid balance.

7. Warranty

All warranties for Work performed by the Contractor, repairs to be made or service calls required to be attended to by the Contractor shall be two (2) years. The Contractor shall notify the City when the Scope of Work is Completed and the City will confirm Completion of the Work, at the City's sole discretion. Once the Scope of Work is confirmed by the City as being completed, the Notice of Commencement of Warranty attached hereto and incorporated herein will be tendered by the City. The Warranty Period shall only commence upon the execution and tendering of the Notice of Commencement of Warranty to the Contractor by the City and said Warranty shall continue for the Warranty Period.

8. Amendment / No Assignment

No modification or amendment of this Agreement shall be valid unless in writing and signed by all parties to this Agreement.

9. Complete Agreement

This Agreement, and the documents attached hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof and there are no agreements, representations or warranties other than as set forth herein.

10. Severability

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion of this Agreement will be deleted and the remaining provisions of the Agreement shall continue in full force and effect.

11. Governing Law

This Agreement is governed by the laws of the State of Colorado. All parties agree that any dispute regarding enforcement of this Agreement shall be filed in the Weld County District Court after first attempting in good faith to submit the dispute to mediation. The submission of any dispute to mediation shall be a condition precedent to the filing of litigation in this matter, other than the request for injunctive relief.

12. OSHA Requirements

The Contractor agrees that it alone bears the responsibility for providing a safe and healthy work environment and shall provide employees with adequate orientation and training to safely perform the Scope of Work set forth in this Agreement. The Contractor shall at all times comply with the safety and health regulations of the Occupational Safety and Health Act of 1970 (29 CFR 1926) including all amendments and modifications thereto. In the event

there is a conflict between the safety and health provisions of federal, state or local regulations, the more stringent provision shall prevail. The Contractor acknowledges and agrees that with respect to the Scope of Work under this contract, it shall comply with all obligations and assume all responsibilities imposed upon the "Controlling Contractor" as such term is defined and construed under all of OSHA's rules and regulations.

13. No Waiver of Governmental Immunity

The City, its elected officials, officers, and employees are relying upon, and do not waive or intent to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the C.R.S. § 24-10-101 et seq., *Colorado Governmental Immunity Act*, as amended or otherwise available to the City. Nothing herein shall operate as a waiver of any right the City has of governmental immunity under Colorado law which is specifically herein reserved.

14. Independent Contractor

The Contractor is a separate, legal entity from the City and the parties making this Agreement accordingly with the understanding that the Contractor at all times is acting as an independent contractor and not an employee or agent of the City. All persons retained by the Contractor to perform services pursuant to this Agreement shall be employees or independent contractors of the Contractor and are not employees, contractors or agents of the City. The Contractor does not have the authority to bind the City by contract or otherwise.

15. Force Majeure

Neither party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, wars, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, instances affecting public health including pandemics, acts of God or acts, omission, or delays in acting by any governmental authority. Provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

16. Indemnification by Contractor

The Contractor shall defend, indemnify and hold the City harmless from any damages, including but not limited to any loss, liability, expenses, suit or claim, or claim for injury to persons or damage to property arising out of the activities of the Contractor or its

subcontractors pursuant to this Agreement. Expenses shall include all out of pocket expenses, attorney fees, expert costs and related litigation fees.

17. Approval Required

This Agreement is subject to the final approval of the Fort Lupton, Colorado, City Council and signature by the Mayor of Fort Lupton.

EXECUTED THIS _____ DAY OF _____, 2024

CITY OF FORT LUPTON, COLORADO

_____

By: **Zo Hubbard**

Title: **Mayor**

NORTHERN COLORADO CONSTRUCTORS, INC.

_____

By: _____

Title: _____

Public Works

130 S. McKinley Avenue
Fort Lupton, CO 80621
Phone: 303.857.6694
Fax: 303.857.0351
www.fortluptonco.gov

Northern Colorado Constructors, Inc.
9075 WCR 10
Fort Lupton
Attention: Chris Zadel

Date: **February 7, 2024**

Subject: City of Fort Lupton, Colorado
Water Meter Replacement Project

Notice of Award

The City of Fort Lupton, Colorado, has considered the Proposal submitted by you for the above described work in response to the Invitation for Bids dated **January 5, 2024**, and the Instructions to Bidders.

You are hereby notified that your Proposal has been accepted for the work in the amount or amounts shown on your Proposal.

You are required by the Instructions to Bidders to execute the Public Works Agreement and furnish the Performance Bond, the Payment Bond, Insurance Certificates, and other required documentation no later than ten (10) calendar days from the date of this notice.

If you fail to execute the said Public Works Agreement and to furnish the said Bonds no later than seven (7) calendar days from the date of this Notice of Award, the City of Fort Lupton, Colorado, will be entitled to consider all your rights arising out of the City of Fort Lupton, Colorado's acceptance of your Proposal as abandoned and as a forfeiture of your Proposal security as liquidated damages, but not as a penalty, for the delay and extra work caused thereby and also to compensate the City of Fort Lupton, Colorado, for the difference between your Proposal and the next lowest Bid. The City of Fort Lupton, Colorado, will be entitled to such other rights as may be granted by Colorado law.

You are required to return an acknowledged copy of this Notice of Award to the City of Fort Lupton, Colorado.

The insurance certificates required for this project shall be sent to City of Fort Lupton, Attention: Chris Cross, 130 South McKinley Avenue, Fort Lupton, Colorado 80621.

CITY OF FORT LUPTON, COLORADO

_____

By: Zo Hubbard

Title: Mayor

Address: 130 South McKinley Avenue

Fort Lupton, Colorado 80621

Telephone: (303) 857-6694

Acceptance of Notice of Award

Receipt of the above Notice to Proceed is hereby acknowledged:

this the _____ day of _____, 2024.

NORTHERN COLORADO CONSTRUCTORS, INC.

By: _____

Title: _____

Telephone: _____

City of Fort Lupton, Colorado
Public Works Department

Water Meter Replacement
FTL2024-001

Bid Award			Northern Colorado Constructors			
Payment Item No.	Specification Reference	Description	Payment Unit	Quantity	Rate in Numbers	Amount in Numbers
Project Total						$ 300,000.00
Division 100 - General Provisions						
1	TS 16-101	Mobilization	LS	1	$ 4,600.00	$ 4,600.00
2	TS 16-102	Traffic Control	LS	1	$ 6,000.00	$ 6,000.00
		Contingency (Force Account)		1	$ 27,750.00	$ 27,750.00
Subtotal, Division 100						$ 38,350.00
Division 500 - Utilities						
3	TS 16-503, CH 3	Replace Water Meter in existing meter pit	EA	100	$ 94.00	$ 9,400.00
4	TS 16-503, CH 3	Furnish and Install new meter pit, setter and meter	EA	120	$ 1,900.00	$ 228,000.00
5	TS 16-503, CH 3	Furnish and Install New Curb Stop	EA	25	$ 970.00	$ 24,250.00
Subtotal, Division 500						$ 261,650.00

Signature: _____ Engineer _____

City of Fort Lupton, Colorado
Public Works Department

Water Meter Replacement
FTL2024-001

Contractor's Name:			Engineer's Estimate				NCC		Colorado Paving		Dream Builders		Botterill		Quick Horse Pipe	
Payment Item No.	Specification Reference	Description	Unit	Qty	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers	Rate in Numbers	Amount in Numbers
Project Total						$ 405,000.00		$ 272,250.00		$ 333,596.00		$ 372,250.00		$ 466,200.00		$ 637,900.00
Division 100 - General Provisions																
1	TS 16-101	Mobilization	LS	1	$ 30,000.00	$ 30,000.00	$ 4,600.00	$ 4,600.00	$ 6,750.00	$ 6,750.00	$ 13,500.00	$ 13,500.00	$ 10,000.00	$ 10,000.00	$ 37,315.00	$ 37,315.00
2	TS 16-102	Traffic Control	LS	1	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00	$ 31,000.00	$ 31,000.00
Subtotal, Division 100						$ 35,000.00		$ 10,600.00		$ 11,250.00		$ 18,000.00		$ 16,000.00		$ 68,315.00
Division 500 - Utilities																
3	TS 16-503, CH 3	Replace Water Meter in existing meter pit	EA	100	$ 400.00	$ 40,000.00	$ 94.00	$ 9,400.00	$ 375.00	$ 37,500.00	$ 150.00	$ 15,000.00	$ 65.00	$ 6,500.00	$ 2,095.00	$ 209,500.00
4	TS 16-503, CH 3	Furnish and Install new meter pit, setter and meter	EA	120	$ 2,500.00	$ 300,000.00	$ 1,900.00	$ 228,000.00	$ 2,155.05	$ 258,606.00	$ 2,650.00	$ 318,000.00	$ 3,460.00	$ 415,200.00	$ 2,793.00	$ 335,160.00
5	TS 16-503, CH 3	Furnish and Install New Curb Stop	EA	25	$ 1,200.00	$ 30,000.00	$ 970.00	$ 24,250.00	$ 1,049.60	$ 26,240.00	$ 850.00	$ 21,250.00	$ 1,140.00	$ 28,500.00	$ 997.00	$ 24,925.00
Subtotal, Division 500						$ 370,000.00		$ 261,650.00		$ 322,346.00		$ 354,250.00		$ 450,200.00		$ 569,585.00

Signature: _____ Engineer _____

City Council Meeting
Date: February 6, 2024
Staff: Sean McDermott, Planner

IM 2024-004

SUBJECT FOR DISCUSSION

Discussion of the Sunrise Concept Plan

SUMMARY STATEMENT/BACKGROUND DISCUSSION

The Applicant has submitted a request for the consideration of a Concept Plan. The proposed Concept Plan would provide a mix of 61 attached rowhouses, 90 duplexes, and 61 single-family detached houses, bordered by open space, a park, and a 10' trail along the Fulton Ditch. To facilitate the diversity in housing options proposed within the development, the Applicant is planning to request a change from R-1 to R-2 zoning and potentially a Comprehensive Plan amendment with future Preliminary Plat and Final Plat submittal.

Pursuant to the Fort Lupton Development Code, Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The intent of this process is to provide a general concept that describes the applicants' development vision. Similarly, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal submittal. A Concept Plan is not intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

The site consists of a parcel of land located at the northeast corner of the CR 12 and CR 29 ½ intersection directly east of the Mountain Sky and Murata Farms subdivisions (Parcel No. 147104400094). The parcel is currently undergoing a Minor Subdivision and ROW dedication, which will result in a separate parcel on the west side of the Fulton Ditch that is the focus of this Concept Plan. The property is located in the western half of the Southeast Quarter of Section 4, Township 1 North, Range 66 West of the 6th P.M., City of Fort Lupton, County of Weld, State of Colorado.

The Property is surrounded by agricultural and residential land uses.

FINANCIAL CONSIDERATIONS
N/A

LEGAL/POLITICAL CONSIDERATIONS
N/A

ATTACHMENTS:
a. Staff Report
b. Project Description
c. Concept Plan
d. Planning Commission Minutes

SUNRISE CONCEPT PLAN STAFF REPORT
PROJECT NO. CPL2023-001

PROJECT DESCRIPTION

Project No.: CPL2023-001

Project Name: Sunrise Concept Plan

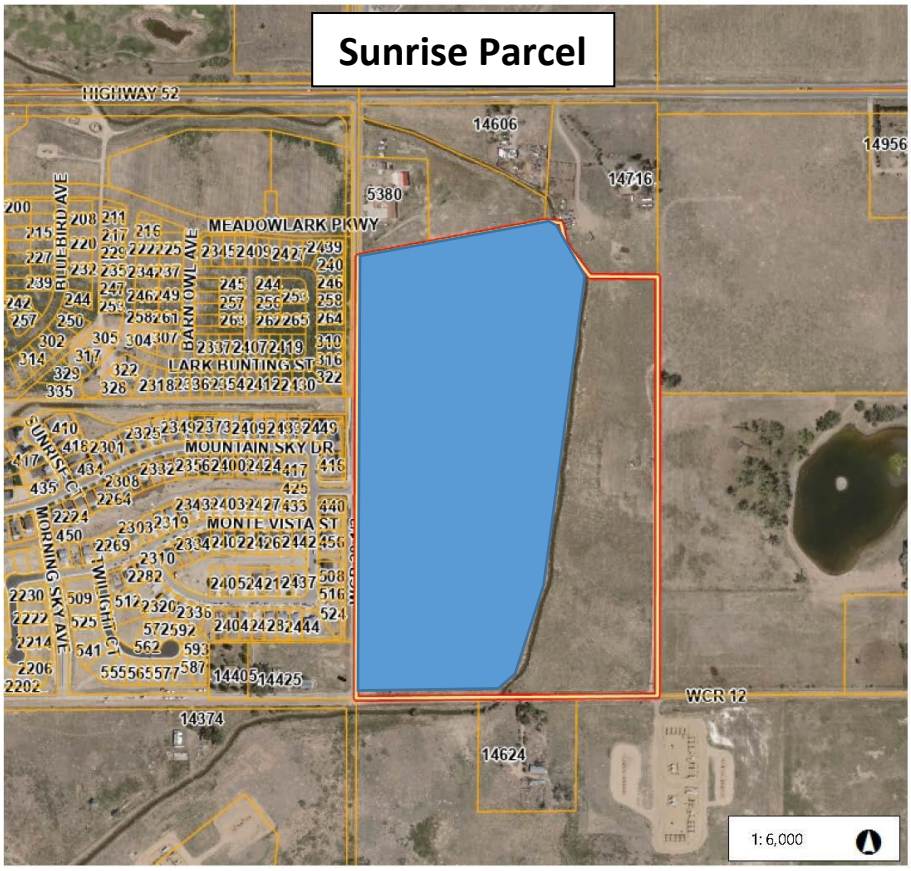
Owner's Name: George and Anna Taylor

Representative: Dede Carlson ("Applicant")

Location of Request:

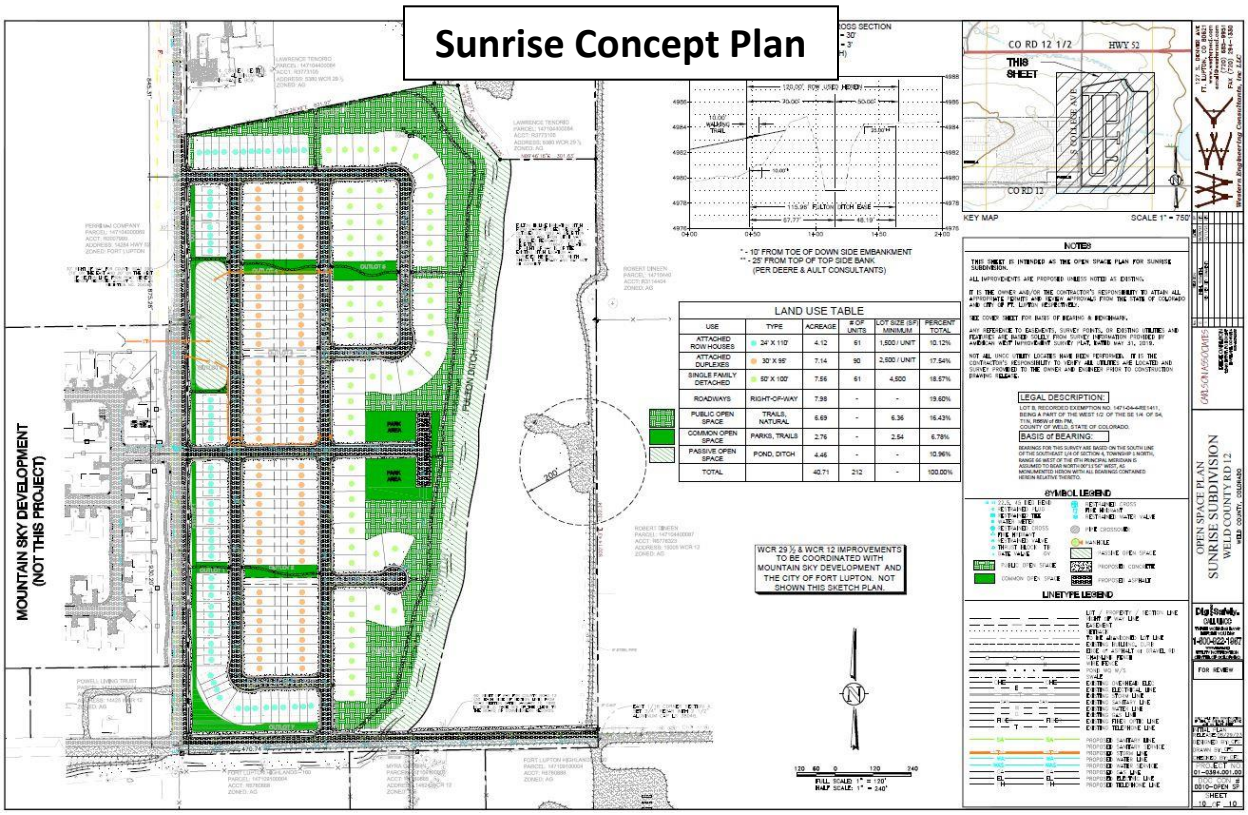
The site is located approximately 520 feet south of HWY 52 and immediately adjacent to the east of WCR 29 1/2 (The Property).The Property is located in the western half of the Southeast Quarter of Section 4, Township 1 North, Range 66 West of the 6th PM, City of Fort Lupton, County of Weld, State of Colorado.

This request focuses on the area colorded in blue below, which is the western half of the outlined parcel, which is currently going through the Minor Subdivision process. The eastern half of the current parcel is not a part of this project.

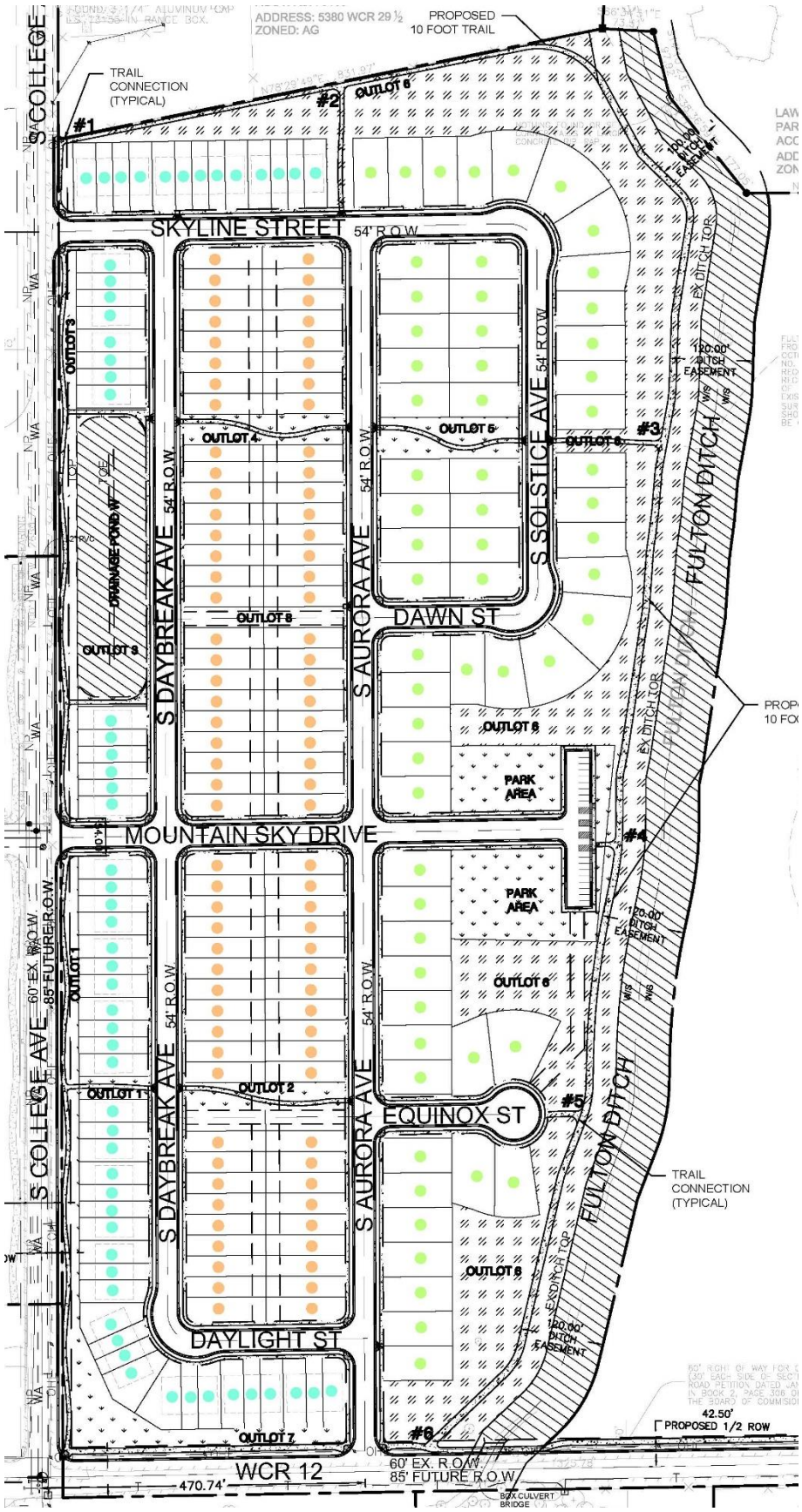


Nature of Request:

The Applicant has submitted a request for consideration of a concept plan. The proposed concept plan will provide a variety of single family housing types, trail systems, open space, and a park.



LAND USE TABLE					
USE	TYPE	ACREAGE	# OF UNITS	LOT SIZE (S/F) MINIMUM	PERCENT TOTAL
ATTACHED ROW HOUSES	24' X 110'	4.12	61	1,500 / UNIT	10.12%
ATTACHED DUPLEXES	30' X 95'	7.14	90	2,500 / UNIT	17.54%
SINGLE FAMILY DETACHED	50' X 100'	7.56	61	4,500	18.57%
ROADWAYS	RIGHT-OF-WAY	7.98	-	-	19.60%
PUBLIC OPEN SPACE	TRAILS, NATURAL	6.69	-	6.36	16.43%
COMMON OPEN SPACE	PARKS, TRAILS	2.76	-	2.54	6.78%
PASSIVE OPEN SPACE	POND, DITCH	4.46	-	-	10.96%
TOTAL		40.71	212	-	100.00%


ADDRESS: 5380 WCR 29 ½
ZONED: AG
PROPOSED
10 FOOT TRAIL
TRAIL
CONNECTION
(TYPICAL)
S COLLEGE
#1
#2
OUTLOT 6
SKYLINE STREET
54' R.O.W.
OUTLOT 3
OUTLOT 4
OUTLOT 5
OUTLOT 8
#3
S DAYBREAK AVE
S AURORA AVE
S SOLSTICE AVE
DAWN ST
DRAINAGE POND
OUTLOT 9
OUTLOT 8
PARK
AREA
MOUNTAIN SKY DRIVE
#4
PARK
AREA
OUTLOT 1
OUTLOT 2
OUTLOT 6
EQUINOX ST
#5
S COLLEGE AVE
60' EX. R.O.W.
85' FUTURE R.O.W.
FULTON DITCH
EX DITCH TOP
120.00'
DITCH
EASEMENT
TRAIL
CONNECTION
(TYPICAL)
OUTLOT 8
DAYLIGHT ST
OUTLOT 7
#6
42.50'
PROPOSED 1/2 ROW
WCR 12
60' EX. R.O.W.
85' FUTURE R.O.W.
470.74'
BOX CULVERT
BRIDGE

Site Size: 40.71 acres, more or less. The entire parcel is currently 59.12 acres, more or less.

Zone District: R-1 Single-Family Residential.

Proposed Zone District: R-2 Mixed-Density Residential. The portion east of the Fulton Ditch would remain R-1 after the completion of the Minor Subdivision.

Proposed Use: Mixed of 61 attached rowhouses, 90 duplexes, and 61 single-family detached homes, bordered by open space, a park, and a 10' trail along the Fulton Ditch.

Existing Use: The Property is currently vacant agricultural land.

Meeting Dates: Planning Commission – January 11, 2024 at 6:00 PM; and
City Council – February 6th, 2024 at 6:00 PM.

Meeting Location: Fort Lupton City Hall – Council Chambers, 130 S. McKinley Ave., Fort Lupton, Colorado.

SUMMARY OF PREVIOUS APPLICATIONS

On October 22nd, 2019 Planning Commission reviewed a Sketch Plat Plan for a former concept plan on the site, named Villaggio Classico. City Council reviewed and approved with conditions on November 4th, 2019. However, the Villaggio Classico Sketch Plat Plan is no longer current nor being proposed.

On November 4, 2019 City Council approved the annexation agreement for the Taylor Annexation (Ordinance No. 2019-1067). The initial zoning for the property was R-1.

On August 15, 2023 City Council reviewed a Service Plan and an Intergovernmental Agreement (IGA) for this property with Sunrise Metropolitan District (Ordinance No. 2023-0125). City Council approved the Service Plan and IGA.

A Minor Subdivison (Project No. MSD2022-0001) is currently being reviewed by staff. The Right-of-Way dedications along CR 29 ½ and CR 12 will become effective January 29th, 2024.

APPLICATION PROCESS

City Council's review of the Sunrise Concept Plan is intended to be an open exchange of ideas where the Commission members are encouraged to discuss any issues, questions or concerns with the Applicant and staff. Pursuant to Article 2.02 (D) of the Fort Lupton Development Code, review of a Concept Plan shall not have any formal decision or approval, but merely provides general consensus and offers the applicant direction for preparing a formal Change of Zone/potential Comprehensive Plan Amendment, Preliminary Plat, and Final Plat. Therefore, City Council shall evaluate the Concept Plan and all comments by referral agencies, and provide input to the Applicant. All information provided to the Applicant will become part of the record and will inform the discussion with City Council regarding this Concept Plan. The purpose of this process is to achieve a project that satisfies the goals of the Fort Lupton Comprehensive Plan and the priorities of the community.

In providing input for this Concept Plan, the City shall use the following review criteria:

1. The application is in accordance with the Comprehensive Plan, and in particular the physical development patterns and concepts of the plan.
2. The development will relate to neighboring areas and to the community.
3. The development will promote efficient use of utilities, streets and other public resources.
4. The applicant can demonstrate that adequate infrastructure is or will be available for the proposed development.

NOTIFICATION REQUIREMENTS

No notifications are required for a Concept Plan.

CONFORMANCE WITH CITY STANDARDS, REGULATIONS AND POLICIES

Pursuant to the Fort Lupton Development Code Article 2.02 (D), a Concept Plan is an initial review of a proposed development. The Concept Plan phase is an optional requirement that may be recommended or required by the Planning Director for complex projects prior to submitting a preliminary and final plan. The intent of this phase of the plan is to provide a general concept that describes the applicants' development vision. A Concept Plan is *not* intended to provide final comments or requirements, or restrict the City's discretion in subsequent stages of the review process.

Staff has been working with the applicant to address some initial comments in relation to the City's Development Standards and will complete the formal review with a future submittal. Upon initial review by staff, the transition from R-1 to R-2 allows the applicant to provide greater variety in housing types than R-1, while still meeting the single-family intent of the initial zoning. The variety of proposed housing in the Concept Plan appear to satisfy the Comprehensive Plan's desire for greater housing options, while creating efficient development and exciting open space and trail connections.

A full review of the project alongside the city's development standards will occur with future submittals.

EXISTING CONTEXT

Nearby uses include agricultural land with an oil and gas well to the east of the Fulton Ditch, existing rural residences to the northeast, northwest, and south, and the Mountain Sky and Murata Farms subdivisions to the west. The Fulton Ditch runs north/south through the eastern edge of the site.

CURRENT ZONING

	EXISTING ZONING	**EXISTING LAND USE**
NORTH	Unincorproated Weld County	Residential
SOUTH	Unincorporated Weld County	Agriculture
EAST	Unincorporated Weld County	Agriculture
WEST	PUD	Residential

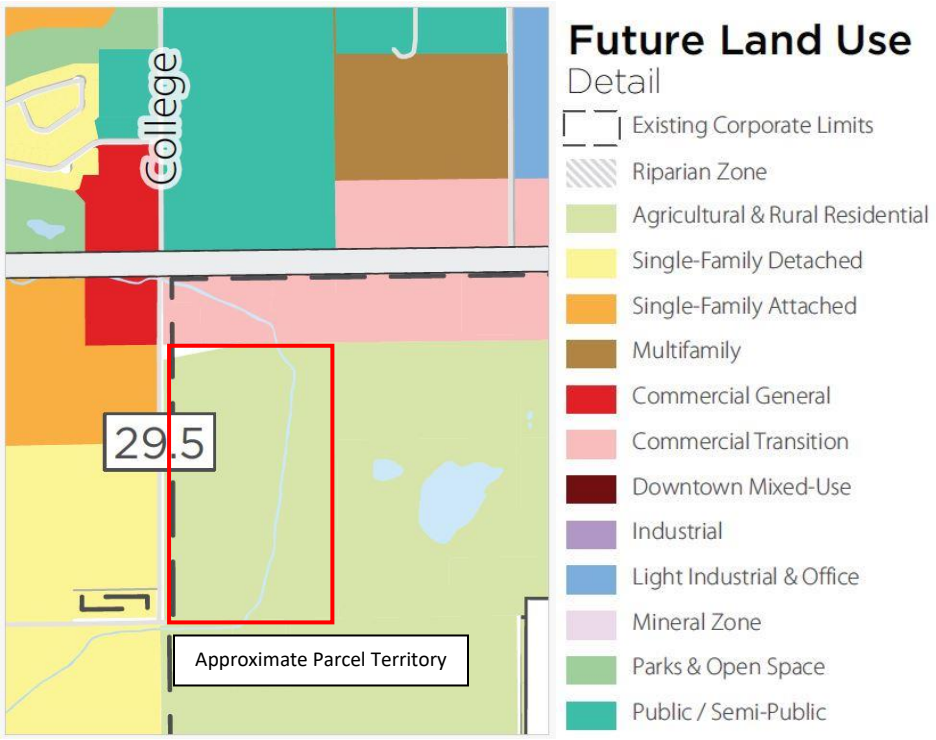
Fort Lupton Zoning Map

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use map designates the subject propert as Agricultural & Rural Residential, meaning the proposal doesn't fit the existing land use designation and a Comprehensive Plan Amendment will likely need to be submitted with the Change of Zone.

While this area was designated as agriculture and rural residential on the future land use map, the Sunrise Concept Plan aligns with the nearby single-family attached and detached housing designations west of CR 29.5. The Concept Plan focuses on denser types of single family housing along CR 29.5 with a transition to larger residential lots, a park, open space, and trails along the Fulton Ditch for recreational and open space opportunities. The variety of housing types is in line with the Comprehensive Plan's desire for greater housing diversity and takes into account the transition from CR 29.5 to the open space and ditch near the Fulton Ditch. The Transportation Plan designates CR 29.5 as an Urban Collector as well, meaning denser residential development also makes sense at this location. The proposed park and trail system along Fulton Ditch help further the goals and recommendations of the City and contribute

to connecting trail systems city-wide. Additionally, the variety of housing types and density encourages a more diverse and intentional development pattern of commercial uses along this portion of HWY 52.



REFERRALS

Building Inspector	OMI	Economic Development Manager
City Attorney	Recreation Manager	GIS Specialist
Police Chief	Public Works Director	Development Review Engineer
Fort Lupton Fire Protection District	CDOT	Colorado Parks and Wildlife
Division of Water Resources	United Power	Comcast
CenturyLink	Xcel Energy	Postmaster
Weld County Department of Panning	Weld County Department of Public Health and Environment	Weld County Public Works
Weld County School District RE-8	Weld County GIS	NWCWD
Fulton Ditch Company	Western Midstream	State Geologist

Referrals were provided to the list above

STAFF RECOMMENDATION

No formal decision is being made here, however staff supports the concept proposed and will continue to work with the applicant to address any concerns that Planning Commission and City Council may have prior to future submittal.

Additional documents are available for review at

https://www.fortluptonco.gov/DocumentCenter/Index/790

WESTERN ENGINEERING CONSULTANTS, Inc LLC
127 S Denver Ave. Fort Lupton, CO 80621
2501 Mill Street, Brush, CO 80723
Office: 720-685-9951
Cell. 303-913-7341, Fax 720-294-1330
Email: chadwin.cox@westerneci.com

January 3, 2024

City of Fort Lupton Planning Department
1200 Dexter Street Unit W 13
Ft. Lupton, CO 80621

RE: SUNRISE SUBDIVISION CONCEPT PLAN REVIEW NARRATIVE.

City Design Review Committee:

Western Engineering Consultants Inc. LLC (WEC) has prepared this narrative letter to briefly summarize "Sunrise Residential Development" project and the proposed Concept Plan.

Carlson Associates wish to develop approximately 40.71 acres of the 59.12-acre Taylor family property located within the City of Fort Lupton. The subject property is located primarily on the west half of the southeast quarter of Section 4, Township 1 North, Range 66 West of the 6th P.M., County of Weld, Colorado

The property was annexed into the City of Fort Lupton in 2021. The Fulton Ditch runs along the east side of the property border. The property has historically been zoned R-1, and we are proposing a change of zone to R-2 (mixed-density residential).

PURPOSE / BACKGROUND

Within the R-2 zoning we are proposing 212 single-family residential lots (61 single-family attached Row Houses, 90 single-family attached Duplexes, and 61 single-family detached Lots). There are approximately 5.2 dwelling units per acre. See the table below for the proposed lot dimensions and minimum lot size for each proposed residential lot type, each conforming to the residential lot standards laid out for this zoning category.

Residential Lot Type	Proposed Lot Dimension	Minimum Lot Size
Single-Family Attached Row House	24' x 110' (2,640 sf)	1,500 sf / unit
Single-Family Attached Duplex	30' x 95' (2,850 sf)	2,500 sf / unit
Single-Family Detached	50' x 100' 5,000 sf)	4,500 sf

Along with the 15.82 acres of residential lots, this development also proposes 6.69 acres of Public Open Space (trails and natural open space) and 2.76 of Common Open Space (parks, activity areas, and trails). This project requires a minimum of 6.36 acres of Public Open Space and 2.54 acres of Common Open Space based on the 212 proposed residential lots. The subdivision will also include 4.6 acres of Passive Open Space (detention pond and Fulton Ditch) which was not included in the total open space calculations for the project.

ADJACENT USES

To the north lies rural residential and agricultural, to the east is pasture ground and a large acreage (70 ac +/-) residence, to the south is agricultural and an Oil/Gas pad, to the southwest is newly approved and near beginning construction Vista Meadows PUD (400+/- lots). The property is bordered to the west by the newly built Mountain Sky Subdivision (single family homes). See Current Zoning Map. Fig. No.1 on the next page.

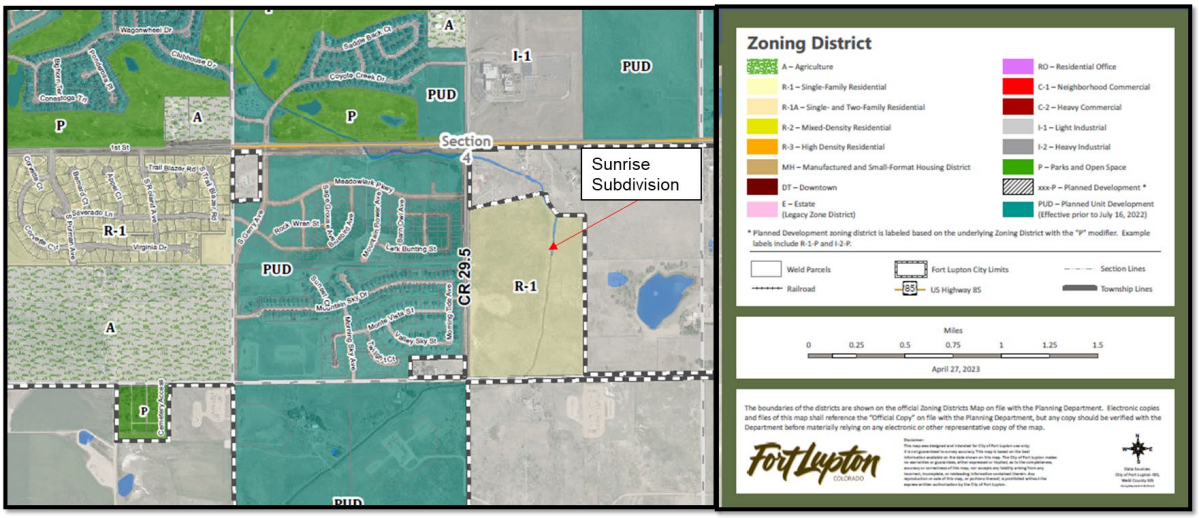


Fig. No. 1

RELATIONSHIP TO & IMPACT UPON ADJACENT USES

This proposed development will match uses (single family residential) west (Mountain Sky Subdivision) and southwest (Vista Meadows Subdivision). Sunrise Residential Development will conform to all applicable City of Fort Lupton zoning regulations and standards. WEC has previously notified both the west and southwest Developers, and the adjacent property owner to the east about the proposed development.

COMPREHENSIVE PLAN

The City Comprehensive Plan shows this area as rural residential. See Fig. No.2. It was zoned R1 in 2021.

The proposed development aligns with the intent of the City of Fort Lupton's Comprehensive and Zoning Map. The proposed uses will complement the surrounding land uses currently adjacent to the property. The uses will enhance and promote the welfare of the area by increasing the variety of residential home choices available.

The proposed uses will not be detrimental to the public health, safety, or general welfare as similar uses exist throughout other entities in the nearby area. The proposed uses will be required to conform in all other respects to all applicable City of Fort Lupton R-2 zone regulations and standards.

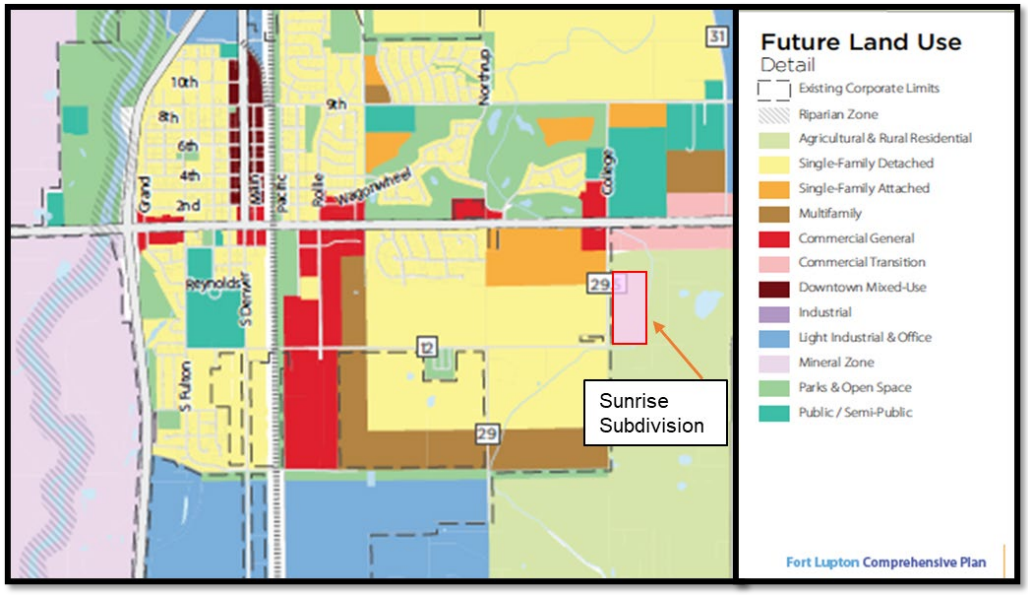


Fig No. 2

ACCESS LAYOUT

The project is proposing two accesses from County Road 29 1/2, one aligned with the Mountain Sky Development, and another located approximately 875 feet north of the Mountain Sky/Sunrise access (which is 845 feet south of the WCR 29 ½ and Highway 52 intersection). A third access is proposed off of County Road 12 approximately 470 feet east of the WCR 12 and WCR 29 ½ intersection. See Fig. No. 3 below.

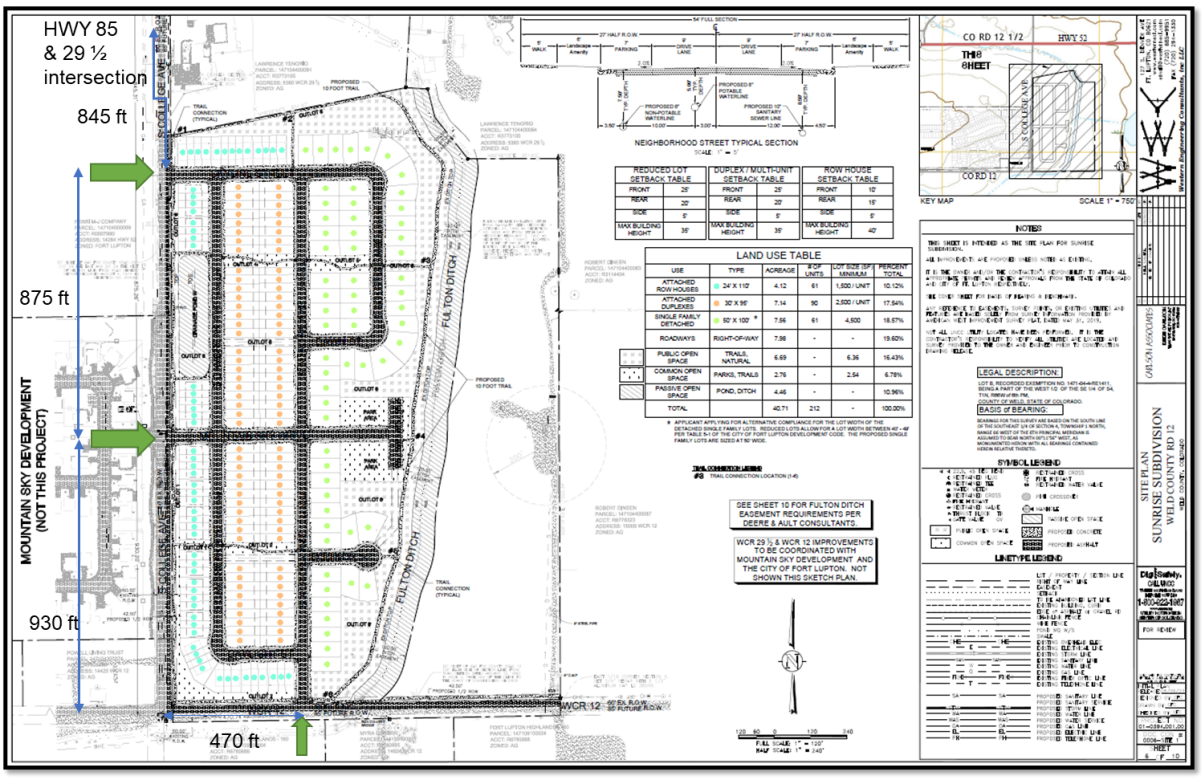


Fig. No. 3

GEOLOGICAL HAZARDS

A preliminary Geotech report has been done on the subject property and concluded that no geological hazards or environmental concerns are present.

DENSITY

LOT	AREA (Acres)	RESIDENTIAL USE	UNITS #	DENSITY (DU/Ac)
24' X 110'	4.12	Attached ROW Houses	61	14.8
30' X 95'	7.14	Attached Duplexes	90	12.6
50' X 100'	7.56	Single Family Detached	61	8.1
LOT AREA DENSITY	**18.82**		**212**	**11.3**

PHASING

The proposed phasing is indicated in Fig. No. 4 below.

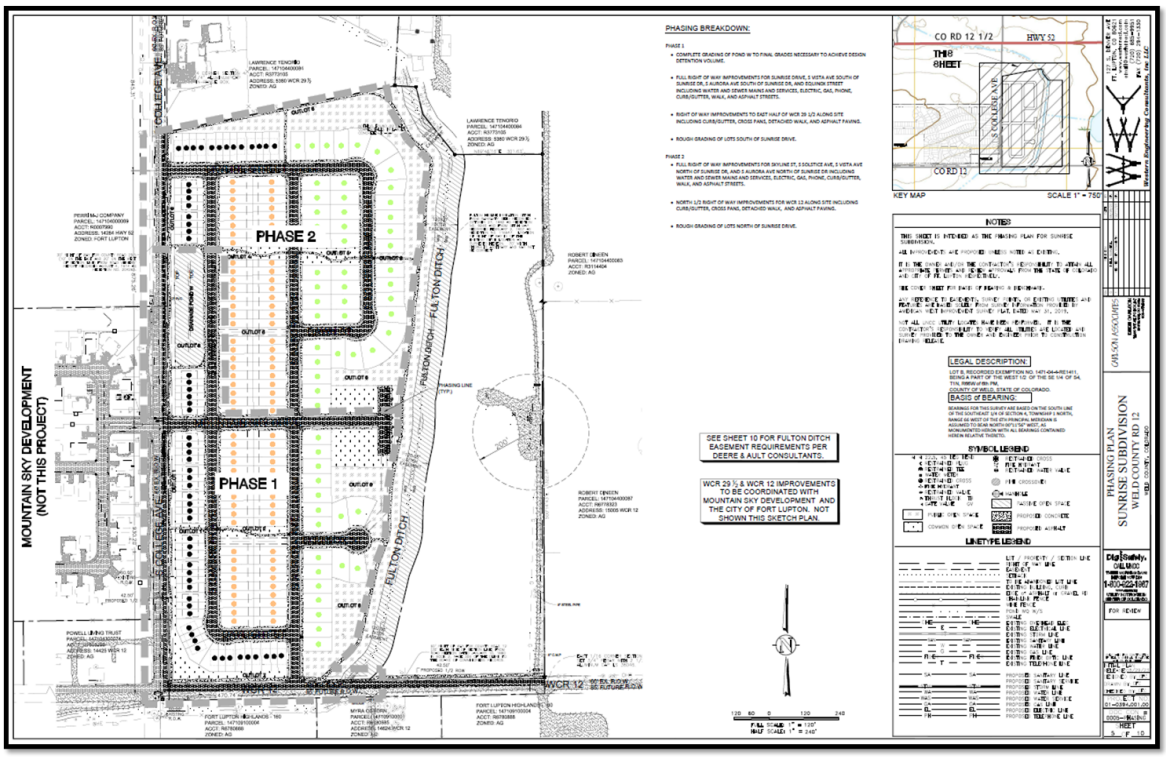


Fig. No.4

Phase 1

- Complete grading of pond W to final grades necessary to achieve design detention volume. Complete all Pond related infrastructure.
- Full Right-of-Way improvements for Mountain Sky Drive, S Daybreak Avenue south of Mountain Sky Drive, S Aurora Avenue south of Mountain Sky Drive, Daylight Street, and Equinox Street, including water and sewer mains and services, electric, gas, phone, curb/gutter, walk, and asphalt streets.
- Right-of-Way improvements to east half of WCR 29 ½ along site including curb/gutter, cross pans, detached walk, and asphalt paving.
- Rough grading of lots south of Mountain Sky Drive.

Phase 2

- Full Right-of-Way improvements for Skyline Street, S Solstice Avenue, Dawn Street, S Daybreak Avenue north of Mountain Sky Drive, and S Aurora Avenue north of Mountain Sky Drive including water and sewer mains and services, electric, gas, phone, curb/gutter, walk, and asphalt streets.
- North ½ Right-of-Way improvements for WCR 12 along site including curb/gutter, cross pans, detached walk, and asphalt paving.
- Rough grading of lots north of Mountain Sky Drive.

TRANSPORTATION PLAN

The Town has existing roadways to the east and west, north, and south. An additional 25 feet of Right of Way for WCR 12 and WCR 29 ½ has been submitted by separate legal and exhibit along the south and west boundaries respectively. See Fig. No. 5

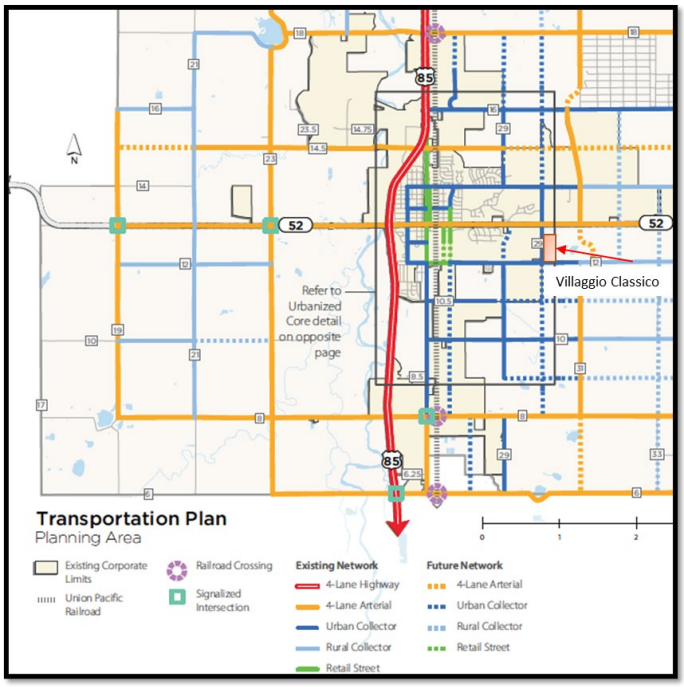


Fig 5

CONCEPT REVIEW CHECKLIST

1.	Complete land use application	Enclosed.
2.	Complete deposit (escrow) agreement	Turned in by applicant.
3.	Project narrative.	Enclosed
4.	Ownership Information	Enclosed
5.	Existing Conditions Plan	Enclosed
6.	Site Layout / Map (Conceptual)	Enclosed
7.	Open Space Layout Map (Conceptual)	Enclosed
8.	A report or memorandum of drainage in a form approved by the Public Works Director	Enclosed
9.	A traffic study or memorandum on a form approved by the Public Works Director.	TIS Enclosed

CLOSING
The Applicant is excited to bring this project to the City of Fort Lupton!

We believe this new development will enhance the welfare and livelihood of the City of Fort Lupton and help to increase the variety of residential home choices in a booming residential area!

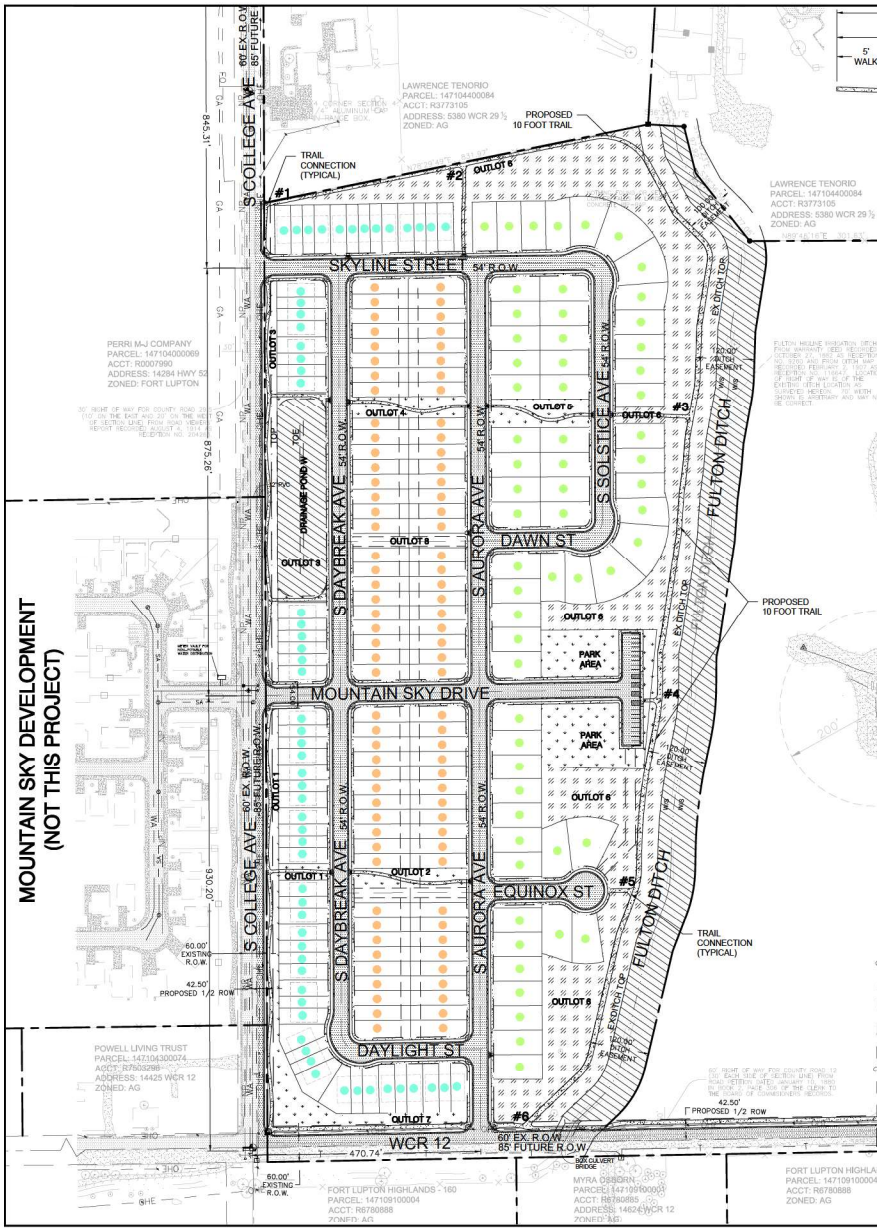
The desired schedule is to achieve approvals and begin Construction within the 30-45 days after Final Plat, Subdivision Improvements Agreement, Security Deposits, and Final Engineering Drawings approvals, hopeful to be summer of calendar year 2024 as the residential market allows, and adjacent public infrastructure is available.

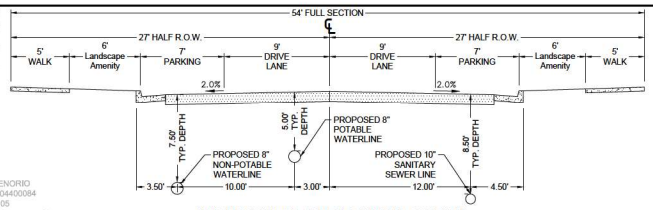
Please contact me with any questions or comments you may have on this Project Narrative.

Sincerely,

Western Engineering Consultants inc., LLC
Chadwin F. Cox, P.E.
Senior Project Manager

Encl. Concept Plan Review Submittal documents, including Carlson Land narrative.





NEIGHBORHOOD STREET TYPICAL SECTION

SCALE: 1" = 5'

REDUCED LOT SETBACK TABLE	
FRONT	25'
REAR	20'
SIDE	5'
MAX BUILDING HEIGHT	35'

DUPLEX / MULTI-UNIT SETBACK TABLE	
FRONT	25'
REAR	20'
SIDE	5'
MAX BUILDING HEIGHT	35'

ROW HOUSE SETBACK TABLE	
FRONT	10'
REAR	15'
SIDE	5'
MAX BUILDING HEIGHT	40'

LAND USE TABLE

USE	TYPE	ACREAGE	# OF UNITS	LOT SIZE (SF) MINIMUM	PERCENT TOTAL
ATTACHED ROW HOUSES	24' X 110'	4.12	61	1,500 / UNIT	10.12%
ATTACHED DUPLEXES	30' X 95'	7.14	90	2,500 / UNIT	17.54%
SINGLE FAMILY DETACHED	50' X 100' *	7.56	61	4,500	18.57%
ROADWAYS	RIGHT-OF-WAY	7.98	-	-	19.60%
PUBLIC OPEN SPACE	TRAILS, NATURAL	6.69	-	6.36	16.43%
COMMON OPEN SPACE	PARKS, TRAILS	2.76	-	2.54	6.78%
PASSIVE OPEN SPACE	POND, DITCH	4.46	-	-	10.96%
TOTAL		40.71	212	-	100.00%

* APPLICANT APPLYING FOR ALTERNATIVE COMPLIANCE FOR THE LOT WIDTH OF THE DETACHED SINGLE FAMILY LOTS. REDUCED LOTS ALLOW FOR A LOT WIDTH BETWEEN 40' - 49' PER TABLE 5-1 OF THE CITY OF FORT LUPTON DEVELOPMENT CODE. THE PROPOSED SINGLE FAMILY LOTS ARE SIZED AT 50' WIDE.

TRAIL CONNECTION LEGEND

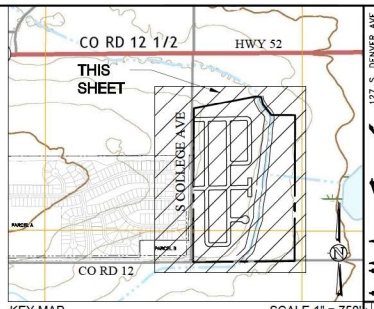
#3 TRAIL CONNECTION LOCATION (1-6)

SEE SHEET 10 FOR FULTON DITCH EASEMENT REQUIREMENTS PER DEERE & AULT CONSULTANTS.

WCR 29 ½ & WCR 12 IMPROVEMENTS TO BE COORDINATED WITH MOUNTAIN SKY DEVELOPMENT AND THE CITY OF FORT LUPTON. NOT SHOWN THIS SKETCH PLAN.

120 60 0 120 240

FULL SCALE: 1" = 120'
HALF SCALE: 1" = 240'



KEY MAP SCALE 1" = 750'

NOTES

THIS SHEET IS INTENDED AS THE SITE PLAN FOR SUNRISE SUBDIVISION.

ALL IMPROVEMENTS ARE PROPOSED UNLESS NOTED AS EXISTING.

IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO ATTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND CITY OF FT. LUPTON RESPECTIVELY.

SEE COVER SHEET FOR BASIS OF BEARING & BENCHMARK.

ANY REFERENCE TO EASEMENTS, SURVEY POINTS, OR EXISTING UTILITIES AND FEATURES ARE BASED SOLELY FROM SURVEY INFORMATION PROVIDED BY AMERICAN WEST IMPROVEMENT SURVEY PLAT, DATED MAY 31, 2019.

NOT ALL UNCC UTILITY LOCATES HAVE BEEN PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES ARE LOCATED AND SURVEY PROVIDED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION DRAWING REVIEW.

LEGAL DESCRIPTION:

LOT B, RECORDED EXEMPTION NO. 1471-04-4-RE1411, BEING A PART OF THE WEST 1/2 OF THE SE 1/4 OF S4, T1N, R66W of 6th PM, COUNTY OF WELD, STATE OF COLORADO.

BASIS of BEARING:

BEARINGS FOR THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°11'56" WEST, AS MONUMENTED HEREON WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

SYMBOL LEGEND

- 22.5, 45 DEG BEND
- RESTRAINED PLUG
- RESTRAINED TEE
- WATER METER
- RESTRAINED CROSS
- FIRE HYDRANT
- RESTRAINED VALVE
- THRUST BLOCK TB
- GATE VALVE GV
- RESTRAINED CROSS
- FIRE HYDRANT
- RESTRAINED WATER VALVE
- PIPE CROSSOVER
- MANHOLE
- PASSIVE OPEN SPACE
- PUBLIC OPEN SPACE
- PROPOSED CONCRETE
- COMMON OPEN SPACE
- PROPOSED ASPHALT

LINETYPE LEGEND

- LOT / PROPERTY / SECTION LINE
- RIGHT OF WAY LINE
- EASEMENT
- SETBACK
- TO BE ABANDONED LOT LINE
- EXISTING BUILDING, CURB
- EDGE of ASPHALT or GRAVEL RD
- CHAINLINK FENCE
- WIRE FENCE
- POND WQ W/S
- SWALE
- OHE — EXISTING OVERHEAD ELEC
- E — EXISTING ELECTRICAL LINE
- ST — EXISTING STORM LINE
- SAN — EXISTING SANITARY LINE
- W — EXISTING WATER LINE
- G — EXISTING GAS LINE
- FIBER — EXISTING FIBER OPTIC LINE
- T — EXISTING TELEPHONE LINE
- SA — PROPOSED SANITARY LINE
- PROPOSED SANITARY SERVICE
- STM — PROPOSED STORM LINE
- WA — PROPOSED WATER LINE
- WAS — PROPOSED WATER SERVICE
- GA — PROPOSED GAS LINE
- EL — PROPOSED ELECTRIC LINE
- PH — PROPOSED TELEPHONE LINE

127 S. DENVER AVE
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(720) 685-9951
FAX (720) 294-1330
Western Engineering Consultants, Inc LLC

REVISION			
NO.	DATE	BY	
1	09/20/23	DC	REVISE SUBMISSION
2	12/11/23	DC	REVISE SUBMISSION

CARLSON ASSOCIATES
DEDE CARLSON
TRANSPORTATION PLANNER
SURVEYOR, CO 38294
SURVEYOR, CO 38294

SITE PLAN
SUNRISE SUBDIVISION
WELD COUNTY, COLORADO

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NON-MEMBERS OF UTILITY NOTIFICATION CENTER OF COLORADO

FOR REVIEW

ONLY VALID FOR CONSTRUCTION IF "SEAL & ORIGINAL SIGNATURE" ARE PRESENT

INITIAL PLAN RELEASE: 08/29/23
DESIGNED BY: CFC
DRAWN BY: CFC
CHECKED BY: CFC
PROJECT NO. 01-0394.001.00
DOC CON # 0006-SITE 1
SHEET 6 OF 10

T:\0394_001_00-HAYDEN\Dwg\Civil\0394.001-WECI-CDS-REV.dwg, 06-SITE PLAN, 12/11/2023 2:49:06 PM, AutoCAD PDF (General Documentation).pc3, ARCH D (36.00 x 24.00 Inches), VEC 24"36, VEC 24"36

RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 11, 2024

The Planning Commission of the City of Fort Lupton met in session at City Hall Chambers, 130 South McKinley Avenue, the regular meeting place of the Planning Commission and virtually via GoToMeeting, on Thursday, January 11, 2024.

Chair Mike Simone called the meeting to order at 6:00 PM.

ROLL CALL

Commissioners Present: Chair Mike Simone, Vice-Chair Bushrod White, Members Kathy Kvasnicka, Shannon Rhoda, and Zachery Potter.
Commissioner Jimmy Dominguez attended the meeting via GoToMeeting.

City Staff Present: Planning Director, Todd Hodges, Planner Magaly Morales, Planner Sean McDermott, Planner Zachary Mettler, Public Works City Engineer David Rausch, and Planning Administrative Assistant Hailey McKay

APPROVAL OF AGENDA

Vice-Chair White moved to approve the agenda, Commissioner Rhoda seconded.

CONSENT AGENDA

Vice-Chair White moved to approve the consent agenda, Commissioner Rhoda seconded.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARINGS

Election of Chair and Vice-Chair

Vice-Chair Bush White called for a motion to maintain current Chair Mike Simone and Commissioner Rhoda seconded. There were no other nominations. Motion passed unanimously.
Chair Simone made a motion to maintain current Vice-Chair Bush White and Commissioner Kvasnicka seconded. Motion passed unanimously.

P2024-001 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE CENTAURUS FARMS LOT 1 SITE PLAN FOR A RETAIL AND MEDICAL MARIJUANA FACILITY, INDUSTRIAL AND AGRICULTURAL GREENHOUSE AND AN AGRICULTURAL FIELD

Planner Magaly Morales presented the Public Hearing Item for an application submitted by Centaurus Farms LLC. Ms. Morales stated that a minor subdivision for this property has been reviewed administratively and once finalized will create four lots. The proposal for Lot 1 includes a medical and retail marijuana facility with a cafe, an industrial greenhouse, and an agricultural field. Retail marijuana

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and agricultural uses are permitted uses in the I-2 zone district as established in Article 4 of Chapter 16 of the Fort Lupton Municipal Code. The property is zoned heavy industrial and is surrounded by heavy industrial zoning. The comprehensive plan also outlines this area as industrial. The property was identified as an eligible location for retail marijuana operations in 2021 based on the criteria in Section 6-361 of the Fort Lupton municipal code and is one of four licenses that were issued by City Council using a lottery system on February 15, 2022. Ms. Morales stated that the applicant has not fully determined a crop, however has provided a list of potential crops that include Hemp, Pines, Spruces, Boxwood and Potted-Drip ornamentals which are crops that are legally allowed to be grown in city limits as well as in Weld County, and all which are regulated by the Colorado Department of Agriculture. Noted for the record was that the applicant is not proposing the growth or processing of marijuana, which is not legally allowed in City limits.
Ms. Morales stated how the Fort Lupton Marijuana Licensing Authority conditionally approved the application for the business license on June 7, 2022 and renewed said approval on April 4, 2023.The conditions that the applicant must meet prior to issuance of the license include the issuance of applicable building permits and land use approvals, approved site inspections, approved security inspections, and any additional background information if deemed necessary by the licensing authority. Review of these conditions being met will be done by the Marijuana Licensing Authority. As part of the licensing process, an odor mitigation plan, waste and disposal plan, operating plan, and security plan among other documents were submitted and reviewed by all applicable city staff and outside referral agencies. All notification requirements were met.

Applicant John Paolella was present to provide a presentation to the commissioners of the proposed project. He specified that lot one will be for the retail building, greenhouse, and fields. He stated that lot two will be fields and greenhouse, and lots three and four will also be comprised of a greenhouse and agricultural fields. He detailed that they will be expanding Rollie Road, bringing in utilities to the site, and having secured sites. The landscape plan was presented as well as how the new facility will impact the community by bringing in new jobs.

Nick Rodrick presented information concerning the order management plan. He addressed the Clean Air Act, and the regulations put into place by the Environmental Protection Agency (EPA). Mr. Roderick addressed the surrounding community's concerns of the odors that might come from the site. He also addressed the controlled agriculture industry and how the project will adapt to this market. Mr. Roderick furthermore spoke about what the Colorado Hemp Act is, and the efforts needed to follow regulations.

Kevin Hill presented the safety measures that will be taken on the site. He addressed the safety regulations each state puts in place. He spoke about the data found concerning theft at these types of facilities, and the applicants plan for safety and security measures that go beyond state requirements.

Drew Gotlieb, the applicant's attorney, addressed the legal standards that the applicant was trying to meet for the Land Use and Site Plan application. He addressed the proposed use of the property and how those are permitted used by right per the Fort Lupton Municipal Code, and the City Councils ordinance authorizing marijuana stores in which took effect in 2021. Mr. Gotlieb addressed some of the state laws such as the Colorado Industrial Hep Act of 2021, the 2018 Farm Bill passed by Congress

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authorizing domestic hemp production program, and the USDA's approval of the State of Colorado's Hemp Management Plan in 2021.

Chair Simone opened up for public comments on the public hearing at 6:44 PM.

Joyce Huett commented on possible odors from the site, as well as the negative impacts it can have such as theft of neighboring properties.

Charlette Johns commented on the negative impacts that the site can bring such as increased traffic, theft, and potential use of cannabis directly outside of the facility.

Natalie Randell commented on how the odors from the facility can have a negative impact on the quality of life of surrounding property owners, the impact that marijuana has on youth, as well as the impact the facility will have on residential real estate. Ms. Randell also commented on the affect that increased traffic will have on the road, and on who will be responsible for patrolling the area and checking the backgrounds of individuals who will be at the facility.

Doug Massey commented on the increase on people coming to the city for the facility, as well as his concern of whether there will be additional police officers to patrol the area and to assist with potential incidents like wrecks and theft. He added that this facility could cause additional expenses for the city.

Brenda Sack commented on the increase in traffic, the potential for increased driving while under the influence, and the need for more patrolling of the area.

Chair Simone closed the public comments portion of the public hearing at 6:55 PM.

The applicant and the representatives were given the opportunity to address public comments.

Chair Simone opened up for commissioner comments.

Commissioner Dominquez addressed building relationships with the police department, being able to support potential increase in crime rates, if they have a company in place for the security system, and what can be established for future improvements to the street.

Commissioner Rhoda addressed how to mitigate any potential odor from the plants, if the City will be able to store contact information and or direct people who call concerning the negative impacts to someone that will handle those points of communication, and if there is a time frame in place and what processes needs to take place if coditions of the resolution are not met.

Commissioner Kvasnicka addressed if there will be fencing around the property and what will be installed.

Commissioner Potter addressed if the commercial sell is allowed in the I-2 zone district, and clarification on how the license to sell marijuana is issued in regards to the site plan.

Chair Simone addressed if there will be any sidewalks, landscape and the type of trees required, if there are any other uses that will take place in the building, and the safety measured that will be taken in terms of money handling at the facility as compared to using a bank.

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Vice-Chair Bush moved to approve P2024-001 a Resolution of the Planning Commission of Fort Lupton approving the Centaurus Farms Lot 1 Site Plan for a retail and medical marijuana facility, industrial and agricultural greenhouse and an agricultural field, Commissioner Kvasnicka seconded the motion.

Motion passed unanimously on roll call votes.

P2024-002 A RESOLUTION OF THE PLANNING COMMISSION OF FORT LUPTON APPROVING THE CENTAURUS FARMS LOTS 2-4 SITE PLANS FOR THREE NEW AGRICULTURAL SITES WITH AGRICULTURAL FIELDS AND GREENHOUSES

Planner Magaly Morales presented the Public Hearing Item for an application submitted by Centaurus Farms LLC. Ms. Morales stated that a minor subdivision for this property has been reviewed administratively and once finalized will create four lots. The proposal for lots 2-4 is for a greenhouse and agricultural fields at each lot, with lot 3 including a maintenance building. Retail marijuana and agricultural uses are permitted uses in the I-2 zone district as established in Article 4 of Chapter 16 of the Fort Lupton Municipal Code. The property is zoned heavy industrial and is surrounded by heavy industrial zoning, the comprehensive plan also outlines this area as industrial. This property was identified as an eligible location for retail marijuana operations in 2021 based on the criteria in Section 6-361 of the Fort Lupton municipal code and is one of four licenses that were issued by City Council using a lottery system on February 15, 2022. Noted for the record was that the applicant is not proposing the growth or processing of marijuana, which is not legally allowed in City limits.
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Vice-Chair White moved to approve P2024-002 a Resolution of the Planning Commission of Fort Lupton approving the Centaurus Farms Lots 2-4 Site Plans for three new agricultural sites with agricultural fields and greenhouses, Commissioner Kvasnicka seconded the motion.

Motion passed unanimously on roll call votes.

There was a 5-minute recess.

DISCUSSION ITEMS

Sunrise Concept Plan was the discussion Item. Planner Sean McDermott presented the concept plan to commissioners. Mr. McDermott stated that the concept plan focuses on the area of the parcel located west of the ditch. The parcel is located south of Highway 52, on the northeast corner of county road 29½ and county road 12. It is currently vacant agricultural land and zoned R-1. In 2019 the property annexed in Fort Lupton known as the Taylor Annexation and initially zoned R-1. Concurrently, Planning Commission and City Council reviewed a Sketch Plat Plan known as the Villaggio Classico under the former applicant. In August 2023, City Council approved the Sunrise Metropolitan District for the area which includes the area west of the ditch. The Taylor Minor Subdivision is currently being reviewed by staff, Right of Way has been dedicated along both county roads, and will go into effect January 27, 2024, and an approved recording of the Taylor Minor Subdivision will split the two areas. Mr. McDermott stated that this Concept Plan is an initial overview, and per article 2.02 G, no formal approval or decision will be made. The applicant is proposing a mixed of housing types, 61 attached townhomes or row homes, 90 duplexes, and 61 single family detached homes. There will be parks, open space, and a 10-foot trail along the ditch. The applicant is proposing to change the zone from R-1 to R-2. The Comprehensive Plan highlights a need for a variety and diversity of housing options, and the change in zone helps facilitate that need. Staff finds that the higher density proposed along county road 29 ½ is a logical and efficient location. Staff supports the concept being proposed, and will continue to work with the applicant for future submittals.

Scott Carlson with Carlson and Associates was in attendance to give a presentation. Mr. Carlson stated that being proposed are alley loaded duplexes, front loaded townhomes, and single family detached all in the same subdivision. Mr. Carlson provided elevation examples to commissioners of all type of homes being proposed.

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RECORD OF PROCEEDINGS
FORT LUPTON PLANNING COMMISSION
January 11, 2024

Chair Simone opened up for commissioner comments.

Commissioner Dominguez addressed who is responsible for maintaining sidewalks, will it come back for further review, if highway 52 will become a four-way highway anytime soon.

Commissioner Potter addressed if there is an estimate on number of bedrooms for each proposed home.

Vice-Chair White addressed where the open space will be.

Commissioner Kvasnicka addressed traffic concerns on Highway 52

Chair Simone addressed the transition from Mountain Sky Subdivision, having a buffer on the backsides of the homes along the roads since they are higher density and architecture on the rear of the homes along county road 29 ½, lower lighting standards,

FUTURE BUSINESS

The next meeting of the Planning Commission will be on January 25, 2024 at 6:00 PM.

ADJOURNMENT

Vice-Chair White moved to adjourn the meeting at 8:23 PM, Commissioner Kvasnicka seconded the motion.

Submitted by

_____

Hailey McKay
Planning Administrative Assistant

Approved by Planning Commission

_____

Mike Simone
Chair

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Upcoming Events

February 7, 2024	Coffee with a Cop Hard Bean Coffee, 107 Dales Pl., 8:00 a.m.- 9:30 a.m.
February 21, 2024	Welcome Wednesday- Community Development Office 1200 Dexter St. Unit W13, 7:30 a.m.- 9:00 a.m.