AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, April 27, 2026
6:30 p.m.

This meeting will be conducted as a virtual meeting, and in person, at: 7500 West 29th Avenue, Municipal Building, Council Chambers.

City Council members and City staff members will be physically present at the Municipal building for this meeting. The public may participate in these ways:

1. Attend the meeting in person at City Hall. Use the appropriate roster to sign up to speak upon arrival.
2. Provide comments in advance at www.wheatridgespeaks.org (comment by noon on April 27, 2026)
3. Virtually attend and participate in the meeting through a device or phone:

   Click here to pre-register and provide public comment by Zoom (You must preregister before 5:00 p.m. on April 27, 2026)

4. View the meeting live or later at www.wheatridgespeaks.org, Channel 8, or YouTube Live at https://www.ci.wheatridge.co.us/view

---

Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. The City will upon request, provide auxiliary aids and services leading to effective communication for people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille, and other ways of making communications accessible to people who have speech, hearing, or vision impairments. To request auxiliary aid, service for effective communication, or document in a different format, please use this form or contact ADA Coordinator, (Kelly McLaughlin at ada@ci.wheatridge.co.us or 303-235-2885) as soon as possible, preferably 7 days before the activity or event.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- Study Session Notes, April 6, 2026
- City Council Meeting Minutes, April 13, 2026
- Special Study Session Notes, April 13, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – National Walk, Bike and Roll to School Day
2. Proclamation – Earth Day and National Arbor Day
3. Proclamation – Asian American and Pacific Islander Heritage Month

PUBLICS' RIGHT TO SPEAK

a. Public may speak on any matter not on the agenda for a maximum of 3 minutes under Publics' Right to Speak. Please speak up to be heard when directed by the mayor.

b. Members of the Public who wish to speak on a Public Hearing item or Decision, Resolution, or Motion may speak when directed by the mayor at the conclusion of the staff report for that specific agenda item.

c. Members of the Public may comment on any agenda item in writing by noon on the day of the meeting at www.WheatRidgeSpeaks.org. Comments made on Wheat Ridge Speaks are considered part of the public record.

1. CONSENT AGENDA

a. Motion to cancel the July 6 and July 20, 2026, City Council Study Sessions for Engage Wheat Ridge Month

b. Motion awarding a contract to Martin Marietta Materials, Inc., in the amount of $2,028,931.62 with a contingency amount of $202,893.16 for a total approved amount of $2,231,824.78 for the 2026 Residential Streets project

c. Motion to approve payment to Bank of Oklahoma for 2026 principal and interest payments in the amount of $5,041,500 for the City of Wheat Ridge, Colorado Sales and Use Tax Revenue Bonds, Series 2024

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

None

ORDINANCES ON FIRST READING

2. Council Bill No. 10-2026 – an ordinance amending the Wheat Ridge Code of Laws concerning vehicular public nuisance

DECISIONS, RESOLUTIONS, AND MOTIONS

3. Resolution No. 19-2026 – a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $5,985,194 to accept grant funds from the Department of Local Affairs
4. Resolution No. 20-2026 – a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2 Million to accept grant funds from the U.S. Department of Housing and Urban Development
5. Resolution No. 21-2026 – a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $600,000 to accept a grant award from The Denver Regional Council of Governments
6. Resolution No. 22-2026 – a resolution approving a Public Art Donation Agreement with the Wheat Ridge Presbyterian Church to accept “The Winged Rapture” bronze sculpture
7. Motion to amend a contract with Ayres Associates, Inc., in the amount of $284,344 for a total contract amount of $2,022,507 for the 38th Avenue West Corridor Improvement project

CITY MANAGER’S MATTERS

CITY ATTORNEY’S MATTERS

ELECTED OFFICIALS’ MATTERS

NOTES

CITY COUNCIL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO

Hybrid Meeting
Monday, April 6, 2026

The study session was held in a hybrid format, with Councilmembers and staff participating in person at the Municipal Building (7500 West 29th Avenue) in Council Chambers, and members of the public able to observe and participate either in person or virtually.

CALL TO ORDER

Mayor Korey Stites called the City Council Study Session of April 6, 2026, to order at 6:30 p.m.

ATTENDANCE

Councilmembers Present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.

Absent: None

Staff in attendance: City Manager Patrick Goff, Deputy City Manager Marianne Schilling, City Attorney Gerald Dahl (via Zoom), Chief of Police Chris Murtha, Director of Community Development Lauren Mikulak, Director of Parks and Recreation Karen O'Donnell, Planning Manager Jana Easley, Housing Navigator Kory Kolar, and Senior Deputy City Clerk Onorina Maloney

PUBLIC COMMENTS ON AGENDA ITEMS

No public comments were received in person, via Zoom, or via Wheat Ridge Speaks.

1. 2025 Boards and Commissions Annual Report

Deputy City Manager Marianne Schilling introduced the annual report, noting it was prepared in response to Council's request and highlighting the City's nine boards and commissions and more than 85 volunteers.

Election Commission
Senior Deputy City Clerk Onorina Maloney presented on behalf of the Commission, describing its role under the City Charter. She noted the Commission did not meet in 2025, as no issues arose requiring action, and will convene as needed. Council asked about reappointments and expressed appreciation for long-serving members.

Building Code Advisory Board
Director of Community Development Lauren Mikulak described the Board's role in hearing appeals and noted it met twice in 2025 related to adoption of updated building codes. No appeals were filed. The Board is expected to address follow-up items in 2026.

Board of Adjustment
Planning Manager Jana Easley, joined by board member Alistair Huber, explained the Board's quasi-judicial role in reviewing variances. The Board did not meet in 2025 and has met once in 2026. Easley noted that variances exceeding 50 percent are reviewed by the Board, while smaller variances are handled administratively. Council asked about term limits and variance thresholds.

Planning Commission
Planning Manager Jana Easley, joined by Chair Kristine Disney and Commissioner Anna Sparks, described the Commission's role in development review and long-range planning. She noted the Commission's work on development applications, code amendments, and adoption of the City Plan. Additional work is anticipated in 2026 related to Plan implementation and state legislation. Council discussed district representation and appointment flexibility.

IDEA Committee
Co-chairs Edward Nepomuceno and Terra Greer highlighted the Committee's participation in community events, engagement with staff, and input on City initiatives. They noted upcoming efforts focused on training, outreach, and internal equity work. Council expressed appreciation for the Committee's work.

Community Partners Grant Program
Housing Navigator Kory Kolar reported that the Committee reviewed 43 applications

totaling nearly $500,000 and recommended $200,000 in awards. He noted that staff will return to Council to discuss potential program updates.

Sustainable Wheat Ridge Committee
Chair Stew Stewart and Vice Chair Conner Denton highlighted sustainability initiatives, outreach efforts, and expansion of the Green Business Program. The Committee plans to continue programming and pursue grant opportunities in 2026.

Parks and Recreation Commission
Director of Parks and Recreation Karen O'Donnell, presenting on behalf of Chair Andrew Rasmussen, reviewed the Commission's involvement in projects, events, and community engagement. She noted upcoming work including the Pathway update and Commission for Accreditation of Park and Recreation Agencies (CAPRA) reaccreditation.

Cultural Commission
Chair Celia Daley highlighted arts programming, community events, and grantmaking efforts, noting plans to expand programming and funding opportunities in 2026.

Council expressed appreciation to all board and commission members for their service.

2. Public Opinion Research and Community Engagement Planning Regarding Capital Project Funding

City Manager Patrick Goff introduced the item and Director of Administrative Services Chris Molison, noting this was intended as a primer for the upcoming capital improvement and financial feasibility workshop.

Goff provided an overview of the City's infrastructure funding gap, explaining that capital needs across transportation, parks and recreation, and public facilities exceed available revenue. He noted that existing funding sources are not sufficient to meet long-term maintenance and improvement needs.

Goff reviewed the City's prior approach to ballot measures, including the DIRT (Drainage Infrastructure Roads and Trails) Task Force efforts and the successful 2016 and 2023 ballot measures. He noted that those efforts combined community engagement with polling to identify priorities and build voter support, and that the 2023 measure in particular reflected strong community alignment.

Goff described a proposed dual-track approach for 2026 and beyond, combining scientific polling and community engagement. He explained that polling would provide statistically valid data on voter awareness, priorities, and support for potential funding scenarios, while community engagement would allow for broader input from residents, businesses, and underrepresented groups.

He noted that polling can help test specific project types, funding levels, and messaging, and can provide guidance on whether a ballot measure is likely to be successful. He added that polling firms typically look for support in the range of 58 to 60 percent or higher before proceeding.

Goff outlined anticipated costs for polling, generally ranging from $15,000 to $25,000 depending on scope, and explained that multiple rounds of polling are often used to refine options and messaging.

He also reviewed legal considerations, noting that the City may conduct polling and community engagement prior to referring a ballot measure, but must remain neutral and cannot advocate once a ballot question is formally adopted.

Goff presented a preliminary timeline for a potential November 2026 election, including development of polling questions in the spring, polling and outreach in late spring and early summer, Council direction in mid-summer, and ballot language approval by late August.

Council discussion included reflections on the 2023 ballot measure process, with members noting that initial polling revealed different community priorities than expected and helped refine the final proposal. Councilmembers discussed the importance of reaching a broad cross-section of the community, including underrepresented populations, and ensuring that engagement efforts go beyond those who typically participate.

Council also discussed polling methodology, including how questions are developed, the role of Council in shaping those questions, and how results are interpreted and used to guide decision-making.

Several Councilmembers raised considerations related to current economic conditions and cost-of-living concerns, noting the importance of timing and community sensitivity when considering future funding measures.

Goff noted that the upcoming workshop would provide additional detail on project costs, funding capacity, and potential scenarios to support Council's future direction.

STAFF REPORTS

City Attorney Gerald Dahl, participating remotely, provided advance notice of an upcoming ordinance related to vehicular eluding. He explained that the City's existing vehicular public nuisance ordinance addressing street racing has been effective, but has revealed a gap in addressing situations where drivers elude police due to restrictions on high-speed pursuits. The proposed ordinance would allow officers to tow and impound vehicles identified through license plate information when those vehicles are later

located, even if not stopped at the time of the incident. The ordinance will be presented in more detail at second reading on April 27, 2026.

City Manager Patrick Goff provided an update on logistics for the upcoming April 11, 2026 Council workshop, including location, schedule, and agenda materials. He noted the workshop will focus on capital project priorities, financial capacity, and potential funding scenarios to support Council discussion and decision-making.

ELECTED OFFICIALS' REPORTS

Councilmember Martell thanked attendees at the Clear Creek Makerspace's second anniversary celebration and announced the restart of District 1 office hours with Councilmember Snell, to be held on the first and third Tuesday mornings at Anne's Pie Café.

Councilmember Quinn thanked board and commission volunteers and noted the successful Easter egg hunt. He also reported on a District 3 meeting held with Councilmember Wood with approximately twelve attendees, where residents provided feedback on communication, bicycle and e-bike concerns, and off-leash dogs.

Councilmember Wood echoed appreciation for community participation at the District 3 meeting and noted that the feedback received would help improve future meetings.

Councilmember Ohm reported increased neighborhood activity and ongoing concerns regarding off-leash dogs behind Wilmore Davis Elementary School.

Mayor Pro Tem Hultin announced that the animal ordinance would be removed from Monday's agenda and brought back to study session to address specific items. She also noted the opening of Happiness Gardens and reiterated concerns about off-leash dogs at Wilmore Davis Elementary School.

Councilmember Larson shared a positive conversation with residents regarding neighborhood improvements, attended a Coors bottling plant tour, and participated in a Donor Alliance flag-raising event at the high school.

Councilmember Snell, participating remotely, promoted the "Sustainabili-tea" event at Panorama Park scheduled for April 18, 2026.

Councilmember Okada expressed appreciation for community volunteers and shared enthusiasm for the upcoming Artemis II mission.

Mayor Stites reported attending the Optimist Club meeting, Everett's International Night, Miss Watchman's civics class, the Clear Creek Makerspace celebration, a Chamber luncheon featuring the State of the City presentation, and the Primrose ribbon cutting at

Clear Creek Crossing. He also observed the American Motel demolition with Councilmember Larson and City Manager Goff.

ADJOURNMENT

Mayor Stites adjourned the April 6, 2026, Study Session at 8:22 p.m.

_____
Rachel Hultin, Mayor Pro Tem

_____

Onorina Maloney, Senior Deputy City Clerk

MINUTES

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO
Monday, April 13, 2026

The meeting was held in a hybrid format, with Councilmembers, City staff, and members of the public participating either in person at the Municipal Building (7500 W. 29th Avenue, Wheat Ridge, Colorado) or virtually.

CALL TO ORDER

Mayor Stites called the regular City Council meeting to order on April 13, 2026, at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Those present stood, if able, and recited the Pledge of Allegiance.

ROLL CALL OF MEMBERS

Councilmembers Present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.
Absent: None
A quorum was established.

STAFF IN ATTENDANCE

City Manager Patrick Goff, City Attorney Gerald Dahl, Deputy City Manager Marianne Schilling, City Clerk Janeece Hoppe, Senior Deputy City Clerk Onorina Maloney, and Deputy City Clerk Lucy Spalenka.

APPROVAL OF MINUTES

Council approved the City Council Meeting Minutes of March 23, 2026, and the Special Study Session Notes of March 23, 2026, as presented.

APPROVAL OF AGENDA

Mayor Stites announced Council's intent to continue the public hearing for Council Bill No. 07-2026 (animal welfare ordinance) to June 8, 2026, with a study session on May 18, 2026. No presentation or testimony was taken. Council had no objection to this continuation.

PROCLAMATIONS AND CEREMONIES

Proclamation – Child Abuse Prevention Month

Mayor Stites presented a proclamation designating April 2026 as Child Abuse Prevention Month to Patricia Riffle from Rawson House Child Advocacy Center. Riffle thanked the Council, emphasizing how the proclamation strengthens children's voices and demonstrates the community's collaboration with those who speak out about abuse.

Proclamation – Sexual Assault Awareness Month

Mayor Stites proclaimed April 2026 as Sexual Assault Awareness Month and April 29 as Colorado Denim Day to Brie Miller from Victim Outreach, who underscored the honor of supporting crime victims and the vital role of police partnerships in providing resources and support.

Oath of Office – Senior Deputy City Clerk, Onorina Maloney

City Clerk Janeece Hoppe administered the oath of office to Onorina Maloney for Senior Deputy City Clerk. Maloney thanked City leadership and the community for their trust, reaffirming her commitment to serving with purpose and leading with kindness.

Oath of Office – Deputy City Clerk, Lucy Spalenka

Senior Deputy City Clerk Onorina Maloney administered the oath of office to Lucy Spalenka for Deputy City Clerk. Spalenka thanked the Council for the opportunity and expressed excitement about contributing to the Clerk's Office in the future

PUBLIC'S RIGHT TO SPEAK

In person
Michael Moody-Wheat Ridge resident **-** addressed traffic safety concerns at 38th Avenue and High Court. He recounted a near miss involving a student and a speeding driver running a red light and other red-light violations resulting in collisions. Moody urged installation of rumble strips and a crossing guard during school hours.

Melanie Lucier- Wheat Ridge resident- echoed Moody's concerns, recounting a near-miss incident with her son in a crosswalk due to a speeding driver running a red light. Lucier also requested clarification regarding contact points and the roles for the 30th Street Main Street Refresh consultant team to facilitate coordination on safety initiatives.

Greg Primavera -Wheat Ridge resident- reiterated complaints about Lakeside Car Wash, frustrated by inconsistency in closing north bay doors and maintaining "do not enter" signs on Grace Street. He expressed intent to gather more petition signatures, stressing the goal of reducing noise rather than closing the business.

Gretchen Josten- Wheat Ridge resident- voiced frustration that despite over a year and five months without attendance due to promised improvements, the car wash situation is unchanged, with all three bay doors open. She demanded compliance with the June 24, 2025 citation for doors to remain closed during operations, effective noise mitigation on east and north property lines, operation restricted to 7 a.m. to 7 p.m. according to state law, and enforcement measures against noncompliance.

Chris Nietzold- Wheat Ridge resident- questioned why residents must keep returning to address the same issues after 14 months. He expressed frustration at having to take time from flight school studies to repeatedly address the noise problem. Nietzold compared the situation to his Virginia business experience where a small town had foresight to deny his permit for potential future road expansion, contrasting with what he sees as a special use permit giving the car wash "carte blanche." He emphasized the ongoing noise disruption residents endure daily.

Jan Facinelli- Wheat Ridge resident- expressed feeling "shoved aside" after initially feeling hopeful about city support. She described disappointment with the sound study process, noting that despite agreements for notification and comprehensive testing with various door configurations, residents were excluded from the actual study. Facinelli reported her own decibel readings exceeding 85 with one bay operating and doors open. She noted the sound engineer deemed the installed fence merely "decorative" rather than effective sound mitigation, requiring four additional feet of height for effectiveness. Facinelli questioned the status of the special use permit and expressed being "fed up" with the lack of resolution.

Via Zoom:

Sandra Sands (not online at time of meeting)
Gretchen Josten (addressed in person; no Zoom participation)

Wheat Ridge Speaks:

Item: Public Comments

Kyle Edewaard

Comment received on April 13, 2026, · 9:34am

I'm writing in regard to the opportunity we have with the Wilmore-Davis Elementary plot. In a city as established as Wheat Ridge, it's not often we have the ability to develop a new park, and I'd like to encourage the City Council to take advantage of it. The City Plan describes the surrounding areas as a wide range of place types: low variety neighborhood, high variety neighborhood, and regional mixed-use. Now that the Wadsworth project is complete, I'd ask the City Council to look ten or twenty years into the future when this corridor is more developed and when Wadsworth (with its zoning height exemption) is lined with apartment buildings and more townhomes are added to the high variety neighborhood. There will be a great need for all these additional children to have a safe neighborhood play area. Playgrounds and sports fields which these kids can access without having to cross the busy wide streets of Wadsworth and 38th, or taking the long hike down the steep hill to Anderson, will be an anchor to future development and neighborhood character. It's imperative to the physical and mental health of kids that they have safe places to play outside. Please consider preserving the sports fields and playgrounds of Wilmore-Davis to be this place for our current and future children.

1. CONSENT AGENDA

None

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

1. Council Bill No. 07-2026 - An ordinance amending the Wheat Ridge Municipal Code concerning animal welfare and regulations for the same.

ISSUE:

Several sections of the City's animal code are outdated, inconsistent, confusing, or do not reflect current needs or practices. As such, Staff propose several amendments to the Wheat Ridge Animal and Land Use Code for City Council's consideration.

Mayor Pro Tem Hultin read the title and issue into the record.

Mayor Stites opened the public hearing.

Motion: Mayor ProTem Hultin moved to continue the public hearing for Council Bill No. 07-2026, an ordinance amending the Wheat Ridge Code of Laws concerning animal

welfare and regulations for the same, to the regular business meeting of the Council scheduled to commence at 6:30 p.m. on June 8, 2026.
Second: Councilmember Okada
Vote: 8 ayes; 0 nays**.**
Motion to continue the public hearing to June 8, 2026, carried.

2. Council Bill No. 08-2026 – an ordinance amending Chapter 13 of the Wheat Ridge Code of Laws concerning vehicles and traffic by adding a new Section 13-7, concerning the violation of vehicle registration requirements to allow for the citation of vehicle registration violations into municipal court.

ISSUE:

Colorado House Bill 25-1112 empowers local authorities in Colorado to enforce vehicle registration laws, enabling them to issue penalties for unregistered vehicles within their jurisdictions. This ordinance was modeled to incorporate elements of the new law for enforcement within the City.

Councilmember Larson read the title and issue into the record.

Mayor Stites opened the public hearing.

City Attorney Dahl explained that the new state statute authorizes municipalities to enforce vehicle registration violations by issuing citations for expired plates, no plates, or fictitious plates into municipal court rather than county court, enabling more efficient enforcement. He noted that the ordinance would take effect immediately upon adoption at the request of the Police Department, as these violations are routinely enforced.

During Council discussion, questions were raised regarding fines and enforcement procedures. City Attorney Dahl explained that violations would be classified as Class B traffic infractions and subject to the City's standard fine schedule. Officers may issue citations for expired or missing registration whether a vehicle is moving or parked on a public street. Enforcement is based on registration status as of the citation date, regardless of how long the registration has been expired.

It was further clarified that parked, non-operational vehicles are subject to enforcement under the ordinance. Discussion also addressed revenue implications, with clarification that the City would retain applicable fines and court costs, while assuming associated administrative costs for municipal court operations.

Additional discussion addressed out-of-state registrations. It was noted that such vehicles may also be cited if registration is expired, though enforcement may present additional practical verification challenges.

Mayor Stites closed the public hearing.

Motion: Councilmember Larson moved to approve Council Bill No. 08-2026, an ordinance amending Chapter 13 of the Wheat Ridge Code of Laws, concerning vehicles and traffic, by adding a new Section 13-7, concerning the violation of vehicle registration requirements, to allow for the citation of vehicle registration violations into municipal court, and that it takes effect upon adoption, as provided by Section 5.11 of the Charter."
Second: Councilmember Ohm
Vote: 8 ayes; 0 nays**.**
Motion carried.

ORDINANCES ON FIRST READING

3. Council Bill No. 09-2026 – an ordinance approving the rezoning for property located at 3338 Depew Street from Residential-Three (R-3) to Residential-One C (R-1C)

ISSUE:

The owner of the property at 3338 Depew Street is requesting approval of a zone change from Residential-Three (R-3) to Residential-One C (R-1C). The zone change will result in zoning that encourages investment in the site and will enable the existing land use to become more conforming with the zoning.

Councilmember Martell read the title and issue into the record.

Motion: Councilmember Martell moved to approve Council Bill No. 09-2026, an ordinance approving the rezoning of property located at 3338 Depew Street from Residential-Three (R-3) to Residential-One C (R1-C) on first reading, order it published by title in the paper and in full on the City's website as provided by the Home Rule Charter, public hearing set for Monday, May 11, 2026, at 6:30 p.m. as a virtual meeting and in City Council Chambers, and that it take effect 15 days after final publication."
Second: Councilmember Quinn
Vote: 8 ayes; 0 nays**.**
Motion carried.

DECISIONS, RESOLUTIONS, AND MOTIONS

No matters were presented.

CITY MANAGER'S MATTERS

City Manager Goff deferred comment to the Study Session

CITY ATTORNEY'S MATTERS

No matters were presented

ELECTED OFFICIALS' MATTERS

Councilmember Martell invited everyone to a sustainability event and plant giveaway at Panorama Park on April 18, 2026, from 11:00 a.m. to 1:00 p.m., featuring water-wise plants discussion and a plant giveaway.

Councilmember Snell recognized the clerk's office staff as "superstars" and thanked residents who spoke about safety and noise issues. She personally thanked Clancy's staff for their support during a recent family celebration of life, praising their wonderful service to the community. She also appreciated the Senior Deputy City Clerk's commitment to "lead with kindness."

Councilmember Okada had no matters to report

Councilmember Larson noted upcoming events including Thomas Jefferson Day, National Record Store Day (with Black and Red 2 participating), Nuggets and Avalanche playoffs, Rockies' new optimistic ownership, Wheat Ridge Water District following Denver Water restrictions, and International Dark Sky Week.

Councilmember Wood had no matters to report.

Councilmember Quinn expressed sympathy for car wash neighbors and traffic safety concerns, encouraging people to "be good neighbors" by slowing down, keeping eyes open for children and pets, and taking time to be considerate.

Councilmember Ohm thanked the City for its efforts on water conservation, noting the commitment to reducing usage even when landscaping impacts may occur. He attended Future Farmers of America at the high school, praising students' enthusiasm and community spirit. Regarding ongoing issues, he expressed concern about the 14-month car wash situation and need for expedited resolution, as well as school safety needs, sharing personal experiences walking children to school and encountering traffic dangers.

Mayor Pro Tem thanked staff and Council for the productive Saturday retreat addressing future planning work requiring robust community engagement. She noted increased pedestrian and bicycle activity among families traveling to school over the past three years. She clarified that the upcoming animal code hearing in June would address three specific items: swine/domestic pigs, cats at large, and venomous animal definitions. She also reported presenting at Civic Spark with the City Manager, describing it as an uplifting civic engagement experience. She announced her

appointment as Vice Chair of the Jefferson County Transportation Action and Advisory Group and noted upcoming I-70/Kipling construction impacts and improvements related to I-70/Garrison and Ward Road.

Mayor Stites thanked residents for bringing forward community concerns, and noted challenges associated with Jefferson County school consolidations resulting in larger elementary school populations on smaller neighborhood streets, requiring safety attention. He announced the passing of longtime resident Roger Loscher and extended condolences to the family. He commented on the productive weekend workshop and expressed optimism regarding upcoming City work despite challenges. He also highlighted development progress at Clear Creek Crossing, including openings at Prost and Bonfire, and noted positive community momentum in comparison to other municipalities.

ADJOURNMENT

There being no further business to come before Council, Mayor Stites adjourned the April 13, 2026, Regular Council Meeting at 7:44 p.m.

_____

Rachel Hultin, Mayor Pro Tem

_____

Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY COUNCIL SPECIAL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO

Hybrid Meeting
Monday, April 13, 2026

The Special Study Session was held both in person and virtually in a hybrid format at 7500 West 29th Avenue, Municipal Building, Council Chambers. Councilmembers and City staff were present in the Council Chambers. Members of the public were able to observe and participate either in person or virtually.

CALL TO ORDER

The April 13, 2026, Special Study Session was called to order by Mayor Stites at 7:48 p.m.

ATTENDANCE

Councilmembers present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.

Absent: None

STAFF IN ATTENDANCE

City Manager Patrick Goff, City Attorney Gerald Dahl, and Senior Deputy City Clerk Onorina Maloney.

PUBLIC COMMENT ON AGENDA ITEMS

No public comment was received in person, via Zoom, or through Wheat Ridge Speaks.

1. JEFFERSON COUNTY PUBLIC SCHOOLS UPDATE

City Manager Goff introduced Jefferson County Public Schools Board President Michelle Applegate, who provided an update on district operations, achievements, and ongoing challenges. Applegate, an engineer specializing in air compliance and decarbonization, has served on the board for three years. She began by outlining the scope of the district, noting that Jefferson County Public Schools (Jeffco) serves approximately 75,000 students across 145 schools and employs roughly 14,000 staff members, making it the largest employer in Jefferson County.

Applegate highlighted several recent accomplishments. She described the opening of the new Fletcher Miller School, designed specifically for students with significant accessibility needs, featuring hallways and lighting tailored to support a wide range of physical and sensory requirements. She also reported that the district achieved a 94 percent graduation rate—its highest in 16 years and approximately eight percent above the state average.

She emphasized the strength of Jeffco's Career and Technical Education (CTE) programs, which currently serve about 14,000 students. Applegate noted that CTE participants demonstrate higher graduation rates and benefit from hands-on training aligned with emerging workforce needs. She referenced projections indicating that 65 percent of current students will ultimately work in jobs that do not yet exist, underscoring the district's focus on future-ready skills.

Applegate also reviewed academic progress following districtwide curriculum alignment. Early literacy data show that 63 percent of K–3 students are now at or above grade level, up from 39 percent at the start of the year, and 67 percent of students are meeting phonics benchmarks, compared with 55 percent nationally. Middle school efforts are centered on smoother transitions, while high schools are implementing "reimagined" instructional models designed to prepare students for evolving career pathways.

Turning to financial conditions, Applegate outlined significant budget pressures driven by declining enrollment—approximately 1,500 fewer students each year, down from a peak of 90,000—as well as increased compensation needs and uncertain state funding. The district has implemented $40 million in reductions, including approximately 150 positions affecting 50 employees, and schools have absorbed budget cuts ranging from 2 to 9 percent depending on size and needs.

She presented three potential November ballot options under consideration: a $75 million general-purpose mill levy override (the maximum allowed), a $135 million package combining general-purpose and special-purpose overrides, or a general-purpose mill levy paired with a bond. Estimated taxpayer impacts range from $21 to $45 annually per $100,000 of assessed value. Applegate noted that without additional voter-approved funding, the district may need to implement further reductions, including potential hiring freezes, pay freezes, and fewer contact days.

Council Discussion

Councilmembers engaged in a detailed discussion with President Applegate regarding district funding, enrollment trends, and long-term planning. Members asked about funding comparisons with neighboring districts, and Applegate confirmed that Jefferson County receives approximately $3,000 to $4,000 less per student than Boulder and Denver, which affects teacher compensation and recruitment efforts. Council also inquired about enrollment projections, acknowledging the decline from a peak of 90,000 students to the current 75,000, with an anticipated annual loss of roughly 1,500 students.

Council sought clarification on the distinctions between general-purpose mill levy funding, which provides broad operational flexibility, and special-purpose mill levies, which are restricted to capital and technology expenditures. Members also discussed the impact of charter school enrollment on district resources and the broader distribution of funding across Jefferson County.

Capital funding needs and deferred maintenance were also addressed. Applegate described ongoing infrastructure pressures and explained how a general-purpose mill levy override could help stabilize operations, in contrast to special-purpose funding that is limited to specific categories.

Councilmembers asked about enrollment and capacity trends specific to Wheat Ridge, noting that the city has the highest elementary capacity in the district. They also discussed the influence of Wheat Ridge High School's innovative programming and strong CTE offerings on districtwide instructional strategy. Applegate emphasized the positive impact of these programs on student engagement and success and expressed interest in continued collaboration between the district and the City of Wheat Ridge to support shared educational goals.

ADJOURNMENT

Mayor Stites adjourned the Special Study Session of April 13, 2026, at 9:01 p.m.

_____

Rachel Hultin, Mayor Pro Tem

_____

Onorina Maloney, Senior Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
NATIONAL WALK, BIKE AND ROLL TO SCHOOL DAY

WHEREAS, walking, biking, and rolling to school promote healthy lifestyles, reduce traffic congestion, improve air quality, and foster safer, more connected communities; and

WHEREAS, adults driving children to school can account for up to 25 percent of the morning rush hour traffic in the vicinity of schools; an**d**

WHEREAS, reducing the number of vehicles results in increased safety, reduced traffic congestion, improved air quality, and less fuel consumption; and

WHEREAS, National Walk, Bike & Roll to School Day encourages students, families, and community members to choose active transportation, building lifelong habits that support physical and mental well-being; and

WHEREAS, this event highlights the importance of safe routes to school, inspiring Wheat Ridge leaders to prioritize the safety of youth walking and biking through investments in sidewalks, crosswalks, bike lanes, and accessibility for all; and

WHEREAS, participation in Walk, Bike & Roll to School Day in Wheat Ridge strengthens neighborhood connections, promotes environmental stewardship, and celebrates the lifelong joy of active travel;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Council of Wheat Ridge do hereby proclaim May 6, 2026, as National Walk, Bike & Roll to School Day in Wheat Ridge, Colorado, and encourage all residents to join in supporting safe, healthy, and active transportation of our students.

IN WITNESS THEREOF on this 27th day of April 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
EARTH DAY – APRIL 22,2026/NATIONAL ARBOR DAY – APRIL 24,2026

WHEREAS, the City of Wheat Ridge is home to a vibrant network of parks, open spaces, and the Clear Creek greenbelt that contributes to the health, well-being, and quality of life for our residents; and

WHEREAS, Wheat Ridge residents, businesses, and community partners have a long-standing commitment to environmental stewardship, sustainability, and enhancing the natural beauty of our community; and

WHEREAS, the City's urban forest plays a vital role in providing shade, improving air quality, conserving energy, managing stormwater, and strengthening neighborhood character; and

WHEREAS, trees provided one of the first business opportunities in Wheat Ridge in the 1860's; and

WHEREAS, Wheat Ridge has been recognized as a "Tree City U.S.A" for 47 consecutive years, demonstrating an ongoing commitment to professional forestry management and tree preservation; and

WHEREAS, the City's Forestry, Parks, and Open Space programs, along with engaged residents and volunteers, actively work to plant, maintain, and protect the community tree canopy and natural areas; and

WHEREAS, Earth Day and Arbor Day provide an opportunity to celebrate local efforts such as tree planting, environmental education, water conservation, and stewardship of our parks and open spaces,

NOW THEREFORE, BE IT RESOLVED, I, Korey Stites, Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council do hereby declare Wednesday, April 22, 2026, as

CITY OF WHEAT RIDGE EARTH DAY CELEBRATION

Encouraging residents to support local sustainability efforts, conserve water, reduce waste, and care for the natural resources that make Wheat Ridge a unique and livable community; and I also declare Friday, April 24, 2026, as

CITY OF WHEAT RIDGE ARBOR DAY CELEBRATION

Encouraging residents, businesses and community groups to plant, care, and celebrate trees throughout Wheat Ridge, and to continue building a healthy and resilient urban forest for future generations.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

WHEREAS, Asian American and Pacific Islander Heritage Month is a month to celebrate and pay tribute to the contributions of generations of Asian American and Pacific Islanders to American history, society, and culture; and

WHEREAS, the origin of Asian American and Pacific Islander Heritage Month dates back to 1978 when five Congressional resolutions were introduced proposing a week in May be designated to commemorate the accomplishments of Asian American and Pacific Islanders; and

WHEREAS, in 1992, President George H.W. Bush expanded the week into a month-long celebration recognizing the significant role Asian Americans and Pacific Islanders have played in the creation of a dynamic and pluralistic American society with their contributions to the sciences, arts, industry, government, and commerce; and

WHEREAS, the month of May was chosen to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869, whose tracks were mostly laid by Chinese immigrants; and

WHEREAS, generations of Asian American and Pacific Islanders of all backgrounds have been inspirational examples of leaders and trailblazers and have a longstanding history of making significant cultural, economic and scientific contributions across the United States.

NOW THEREFORE BE IT RESOLVED, I, Korey Stites, Mayor of the City of Wheat Ridge, along with the Wheat Ridge City Council, formally designate the month of May 2026, as

ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

and encourage everyone to commemorate this important occasion in recognition of the numerous contributions made by the Asian American and Pacific Islander communities locally, nationally, and globally.

IN WITNESS WHEREOF, on this 27th day of April 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1a
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: MOTION TO CANCEL THE JULY 6 AND JULY 20, 2026, CITY COUNCIL STUDY SESSIONS FOR ENGAGE WHEAT RIDGE MONTH

☐PUBLIC HEARING
☒BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
Mayor Pro Tem Hultin, along with members of City Council, have requested that the Study Sessions on July 6 and July 20, 2026, be cancelled. City Council Members will utilize this time to engage with Wheat Ridge residents through District meetings and attendance at community events. The regular City Council Meetings held on July 13, and July 27 will still be held to conduct Council business.

PRIOR ACTION:
None

FINANCIAL IMPACT:
None

BACKGROUND:
None

RECOMMENDATIONS:
Staff recommend canceling the City Council Study Sessions scheduled for July 6 and July 20, 2026.

RECOMMENDED MOTION:
"I move to cancel the July 6 and July 20, 2026, City Council Study Sessions."

Or,

"I move to not cancel the July 6 and July 20, 2026, City Council Study Sessions for the following reason(s)..."

REPORT PREPARED/REVIEWED BY:

Rhiannon Curry, Executive Assistant
Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. None

ITEM NUMBER: 1b
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: MOTION AWARDING A CONTRACT TO MARTIN MARIETTA MATERIALS, INC. IN THE AMOUNT OF $2,028,931.62 WITH A CONTINGENCY AMOUNT OF $202,893.16 FOR A TOTAL APPROVED AMOUNT OF $2,231,824.78 FOR THE 2026 RESIDENTIAL STREETS PROJECT

☐PUBLIC HEARING
☒BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Four (4) bids were received in response to the city's Invitation for Bids to complete the 2026 Residential Streets Project. The lowest responsive bidder is Martin Marietta Materials Inc. It is recommended that the city enter into a contract with Martin Marietta Materials, Inc. to perform the work for the 2026 Residential Streets Project.

PRIOR ACTION:

In 2024 the City contracted with Streetlogix to complete a citywide PCI assessment of all asphalt roads. Based on the information collected, a Pavement Condition Index (PCI) map was developed and used to select streets in need of mill and overlay.

FINANCIAL IMPACT:

Funding in the amount of $2,000,000 was budgeted in the CIP fund (300-80884-303) for the Residential Streets Project. $304,080.33 will be paid from the Open Space fund (320-80871-601) for the Parks portion of the project.

BACKGROUND:

Based on the information collected by Streetlogix, staff developed a list of streets in need of paving and preventive maintenance. The list was used to create an Invitation to Bid (ITB) to solicit for contractors to complete the 2026 Residential Streets Project. The Residential Street Project this year also includes resurfacing the parking lots at Prospect and Anderson Parks.

An ITB was posted on March 13, 2026. A pre-bid meeting was held on March 25, 2026, which was attended by four prospective contractors.

Formal bids for the project were opened on April 9, 2026. Four bids were received; with the lowest responsive bidder determined to be Martin Marietta Materials, Inc.

A summary of the bids received are shown in the following table:

Bidder	**Bid Amount**
Brannan Sand & Gravel	$2,053,670.86
Asphalt Specialties Company, Inc.	$2,058,251.58
APC Construction	$2,666,640.00
Martin Marietta Materials, Inc.	$2,028,931.62
Engineer's Estimate	$2,180,604.17

Martin Marietta Materials, Inc. will have 120 working days to complete the project in accordance with the "Notice to Proceed". The project is scheduled to start in June and will finish by late September.

Information on the project will be posted to the City's website and through the City's social media channels. Additionally, the contractor will be required to provide notification to individually impacted residents.

RECOMMENDATIONS:

Staff recommend awarding a contract to Martin Marietta Materials, Inc. in the amount of $2,028,931.62 for the 2026 Residential Streets Project, with a contingency amount of 10% or $202,893.16 for a total not-to-exceed amount of $2,231,824.78.

RECOMMENDED MOTION:

"I move to award a contract to Martin Marietta Materials, Inc. in the amount of $2,028,931.62 with a contingency amount of $202,893.16 for a total approved amount of $2,231,824.78 for the 2026 Residential Streets Project."

Or,

"I move to deny award of a contract to Martin Marietta Materials, Inc. in the amount of $2,028,931.62 with a contingency amount of $202,893.16 for a total approved amount of $2,231,824.78 for the 2026 Residential Streets Project for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Daniel Martinez, CIP Program Manager
Kent Kisselman, Director of Public Works
Patrick Goff, City Manager

ATTACHMENTS:

1. Martin Marietta Materials, Inc. Contract
2. Project map of streets

CITY OF WHEAT RIDGE
26-10-Residential Streets Project
AGREEMENT

THIS AGREEMENT, made this 14th day of April, 2026, by and between the City of Wheat Ridge, Colorado, hereinafter called "Owner" and **Martin Marietta Materials, Inc., 4123 Parklake Ave., Raleigh, NC 27612**, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned the parties agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor, and other services necessary to complete the construction of the Project titled**, ITB-26-10-2026 Residential Streets Project,** in accordance with the Contract Bid Documents.

2. The Contractor agrees to perform all the Work described in the Contract Bid Documents and comply with the terms therein for the Total Contract amount of **two-million, twenty-eight thousand, nine-hundred thirty-one dollars and sixty-two cents, ($2,028,931.62).**

3. The Contractor agrees to commence the Work required by the Contract Documents within **Fourteen (14)** calendar days after the date of the Notice to Proceed and to complete the same within **120** working days after the date of the Notice to Proceed unless the time for completion is extended otherwise by written changes to the Contract Bid Documents.

4. The term "CONTRACT BID DOCUMENTS" means and includes the following:

A	Signature Page	K	Agreement
B	Advertisement for Bids	L	Payment Bond
C	Information for Bidders	M	Performance Bond
D	Contractor Qualification	N	Notice to Proceed
E	Bid Form	O	Final Receipt
F	Bid Schedule	P	Project Special Provisions
G	List of Subcontractors	Q	General Provisions
H	Non-Discrimination Assurance	R	Addenda
I	Non-Collusion Affidavit	Q	Drawings/ Exhibits
J	Bid Bond	S	Keep Jobs in Colorado

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents.

6. Section 2-3 (a) – (e) of the City's Code of Laws is presented below:

   (a) *Fiscal year.* Fiscal year for the city shall commence on January 1 and end on December 31.

   (b) *Budget contains appropriations.* The city council shall annually adopt a budget in a manner consistent with the provisions of Chapter X of the Home Rule Charter of the City of Wheat Ridge. Upon the annual adoption by the city council of each fiscal year's budget, levels of authorized expenditures from the funds indicated within the annual budget itself and/or the adopting resolution shall constitute the appropriation of the amounts specified therein for the purposes specified therein. During the course of each fiscal year, approval by the city council of contracts for goods or services, and/or approval of bids for the provision of specified goods or services, shall likewise constitute appropriations of the amounts specified therein for the purposes specified therein.

(c) *No contract to exceed appropriation.* During each and any fiscal year, no contract entered into by or on behalf of the city shall expend or contract to expend any money, or incur any liability, nor shall any contract be entered into nor any bid be awarded by or on behalf of the city which, by its terms, involves the expenditure of money for any of the purposes for which provision is made either in the adopted budget or adopting resolution, including any legally authorized amendments thereto, in excess of the amount appropriated in the budget or the approved contract or bid award. Any contract or bid award, either verbal or written, made in violation of the provisions of this section shall be void as to the city and no city monies from any source whatsoever shall be paid thereon.

(d) *Amendments and authorized expenditures.* Nothing contained herein shall preclude the city council from adopting a supplemental appropriation in a manner consistent with the provisions of Section 10.12 of the Home Rule Charter of the city. Further, nothing contained in this section shall prevent the making of contracts for governmental services or for capital outlay for a period exceeding one (1) year if such contracts are otherwise allowed by the Home Rule Charter of the city; provided, however, any contract so made shall be executory only for the amounts agreed to be paid for such services to be rendered in succeeding fiscal years.

(e) *Notice to parties contracting with the city.* All persons contracting with, or selling goods or services to, the city are hereby placed upon notice of the provisions of this section. The provisions of this section shall become a part of the Merit System Personnel Rules and Regulations of the City of Wheat Ridge; shall be referred to specifically in all public works bid documents and contracts; and shall be incorporated into, and specially noted within, all other contracts entered into by or on behalf of the city wherein city funds are used to pay for said contract.

7. Section 2-4 of the City Code of Laws is presented below:

(a) The city may, by contract, require the contractor awarded a public works contract to waive, release or extinguish its rights to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract if such delay is caused, in whole or in part, by acts or omissions of the city or its agents, if the contract provides that an extension of time for completion of the work is the contractor's remedy for such delay. Such a clause is valid and enforceable, any provision of state law to the contrary notwithstanding.

(b) The city council, by this ordinance (Ordinance No. 812), declares its local contracting powers to be a matter of purely local concern, and further specifically intends to supersede, pursuant to its powers under Article XX of the Colorado Constitution, the provisions of Sections 24-91-101 and 24-91-103.5, C.R.S., insofar as they conflict with the provisions of this section of the Code of Laws of the City of Wheat Ridge, Colorado.

8. Any notice or communication given pursuant to this Agreement to the City shall be made in writing:

Contact Information	City	Contractor
Name:	Daniel Martinez	Ray Rodriguez
Office Phone:	303-235-2868	720-392-7451
Email Address:	dmartinez@wheatridge.gov	colorado.bids@martinmarietta.com
Address:	7500 W 29th Ave.	6820 Powell Street
City, State, Zip Code	Wheat Ridge, CO 80033	Loveland, CO 80538

9. The Contractor agrees to abide by the requirements under EXECUTIVE ORDER NO. 11246 as amended, including specifically the provisions governed by the Equal Opportunity Commission and also to abide by the requirements of the IMMIGRATION REFORM AND CONTRACT ACT OF 1986 and the requirements of the AMERICANS WITH DISABILITIES Act of 1991; and the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 requirements under the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.

10. In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.

In accordance with CRS Title 24, Article 91, Section 103.6, Paragraph 2, Subparagraph a, the City of Wheat Ridge hereby states that funds have been appropriated for this Project in an amount equal to or in excess of the Original Contract Amount.

11. Vendor Performance Feedback

The City of Wheat Ridge has implemented a requirement for Project Managers to assess each vendor's performance and issue a determination as to whether the City should award the vendor future City contracts. All contracts will need to be considered as part of the requirement. The following criteria will be evaluated annually for renewable contracts and at contract closeout for one-time agreements:

a. Work completed on time
b. Work completed within budget
c. Work completed as per the Scope of Work
d. Future awards recommendation

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

13. Each party has reviewed the items contained within this contract and recommend executing this contract to proceed with the agreed upon Statement of Work.

_____ _____
Whitney Mugford-Smith, Procurement Manager Date Signed

_____ _____
Daniel Martinez, CIP Manager Date Signed

_____ _____
Kent Kisselman, Director of Public Works Date Signed

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

ATTEST:

Onorina Maloney, Senior Deputy City Clerk

Date

(Seal)

APPROVED AS TO FORM:

Gerald Dahl, City Attorney

ATTEST TO CONTRACTOR:

Signature

Title

Date

OWNER

CITY OF WHEAT RIDGE
7500 WEST 29TH AVENUE
WHEAT RIDGE, C0 80033
303-234-5900

Patrick Goff, City Manager

CONTRACTOR

Martin Marietta Materials, Inc.
4123 Parklake Ave.
Raleigh, NC 27612

Authorized Signature

Full Name

Title

Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Martin Marietta Materials, Inc.
(Name of Contractor)

4123 Parklake Ave., Raleigh, NC 27612
(Address of Contractor)

A_____ hereinafter called "PRINCIPAL", and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **two-million, twenty-eight thousand, nine-hundred thirty-one dollars and sixty-two cents, ($2,028,931.62)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-26-10-2026 Residential Streets Project ,** in accordance with the Contract Bid Documents **including:**

Base Bid – $2,028,931.62

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said WORK, and for all labor performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this instrument is executed in one part, each of which shall be deemed an original, this the

_____ day of _____, 2026

ATTEST:

_____
CORPORATE SECRETARY

_____
ADDRESS

_____

(SEAL)

PRINCIPAL

_____
PRINCIPAL

_____
BY

_____
ADDRESS

_____

ATTEST:

_____

_____
ADDRESS

_____

(SEAL)

SURETY

_____
SURETY

_____
BY (ATTORNEY IN FACT)

_____
ADDRESS

_____

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Martin Marietta Materials, Inc.
(Name of Contractor)

4123 Parklake Ave., Raleigh, NC 27612
(Address of Contractor)

A_____ hereinafter called "PRINCIPAL", and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called "Surety", are held and firmly bound unto the City of Wheat Ridge, 7500 West 29th Avenue, Wheat Ridge, Colorado 80033, hereinafter called "Owner", in the penal sum of **two-million, twenty-eight thousand, nine-hundred thirty-one dollars and sixty-two cents, ($2,028,931.62)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2026, a copy of which is hereto attached and made a part hereof for the Project titled, **ITB-26-10-2026 Residential Streets Project ,** in accordance with the Contract Bid Documents **including:**

Base Bid – $2,028,931.62

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

IN WITNESS WHEREOF, this instrument is executed in one part, each of which shall be deemed an original, this the

_____ day of _____, 2026

ATTEST:

_____
CORPORATE SECRETARY

_____
ADDRESS

_____

(SEAL)

PRINCIPAL

_____
PRINCIPAL

_____
BY

_____
ADDRESS

_____

ATTEST:

_____

_____
ADDRESS

_____

(SEAL)

SURETY

_____
SURETY

_____
BY (ATTORNEY IN FACT)

_____
ADDRESS

_____

Note: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Colorado.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	LS	$46,145.76	$46,145.76
2	Third Party Materials Testing	1	LS	$30,697.68	$30,697.68
3	Traffic Control	1	LS	$93,180.73	$93,180.73
4	1.5" Milling	125000	SY	$1.11	$138,750.00
5	2" Asphalt	14000	TON	$80.21	$1,122,940.00
6	3' Sidewalk	1100	LF	$38.30	$42,130.00
9	Curb and Gutter	350	LF	$47.88	$16,758.00
10	Inlet (Storm Water)	3	EACH	$3,191.93	$9,575.79
13	Double Yellow	2500	LF	$2.50	$6,250.00
14	Solid White	100	LF	$2.50	$250.00
15	Stop Bar (24" Width)	150	LF	$28.16	$4,224.00
16	Crosswalk Bars (2'x10')	11	EACH	$281.64	$3,098.04
18	Remove 12" of existing and replace with 6" class 6 road base	300	SY	$32.85	$9,855.00
19	6" Asphalt of existing dirt cul-de-sac	100	TON	$96.36	$9,636.00
20	Asphalt Patching	100	TON	$139.09	$13,909.00
21	Road Base Class 6	100	TON	$69.16	$6,916.00
22	Concrete Speed Hump - See documents for additional Concrete Speed Hump Advance Warning Markings	7	EACH	$9,043.79	$63,306.53
23	(Thermoplastic) - - See documents for additional information	14	EACH	$516.34	$7,228.76
	Total				$1,624,851.29

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21	Mobilization and Demobilization	1	LS	$6,139.80	$6,139.80
22	Third Party Materials Testing	1	LS	$4,169.95	$4,169.95
23	Traffic Control	1	LS	$4,898.98	$4,898.98
24	1.5" Milling	26000	SY	$1.54	$40,040.00
25	2" Asphalt	2800	TON	$81.49	$228,172.00
26	Restripe parking lots and roads back to current configuration	1	EACH	$9,601.86	$9,601.86
27	Remove Stockpile on site and reinstall wheel stops	160	EACH	$52.16	$8,345.60
28	Furnishing and installing new wheel stops as needed	20	EACH	$119.96	$2,399.20
29	Remove and Replace Galvanized Street Sign Post	2	EACH	$156.47	$312.94
	Total				$304,080.33

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Crack Seal - Enter Quantity and Unit Cost with total equaling	25000	LBS	$4.00	$100,000.00
	Total				$100,000.00

PROPOSAL FORM

This is the Proposal (Bid) of Martin Marietta Materials, Inc. (hereinafter called "BIDDER") or organized and existing under the laws of the State of North Carolina doing business as a Corporation (Insert "a corporation", "a partnership", or "an individual" as applicable.)

To the CITY OF WHEAT RIDGE (hereinafter called "Owner").

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Bid Documents, to complete all Work as specified or indicated in the Contract Bid Documents for the Contract Sum and within the Contract time indicated in accordance with the Contract Bid Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders. The Bid will remain open for sixty days after the day of Bid opening. Bidder will sign the Agreement and submit any documents required by the Contract documents within seven (7) calendar days after notification or the designated date.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently without consultation, or communication with any competitor. Every bid submitted to the City shall contain a statement certifying that the Bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement shall be in the form of an affidavit provided by the City and included in the Bid Proposal. The Bidders proposal will be rejected if it does not contain the completed Non-collusion Affidavit.

Bidder agrees to abide by the following federal requirements:

Executive Order No. 11246 as amended, including specifically, the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, and the Americans with Disabilities Act of 1991.

United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.

Bidder hereby agrees to commence Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within _____ working days.

The Notice to Proceed shall be issued within fourteen (14) days of the execution of the Agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement.

Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigation as Bidder deems necessary.

Bidder will complete the Work for all accepted bid items.

Provide all materials, labor, and equipment to complete the work as per the specifications. It is the Owner's intent to award a single contract to the lowest qualified bidder.

Project: [Project Name]

Martin Marietta Materials, Inc. — March 25th, 26
Company Name — Date

Trevor Norton — General Manager
Authorized Signature — Title

Trevor Norton
Printed Name

Area General Manager
Title

License No. — Type — Expiration Date

ATTEST:

Krystal Murphy
Printed Name

Krystal Murphy — Job Cost Analyst
Signature — Title

SEAL
(If bid is by corporation)

ADDENDA

Bidder acknowledges receipt of the following Addenda:

1, 2, 3

Bid Schedule

Bidder acknowledges the attachment of the completed electronic BID SCHEDULE (Protected Excel Spreadsheet) under separate cover.

Trevor Norton — Area General Manager
Signature — Title

CONTRACTOR'S QUALIFICATION FORM
Your Bid Will Not Be Processed If Incomplete

SECTION I - IDENTIFICATION

1. Identification of Applicant Firm

A. Martin Marietta Materials, Inc.
Exact Legal Name of Applicant Firm — DUNS #

B. 1627 Cole Blvd. Ste. 200 | Lakewood | Co | 80401
Street Address | City | State | Zip Code

C. _____
(Mailing Address, if different from above)

D. Primary Company Telephone No. 720-245-6400 E-mail. Gary.guynn@Martinmarietta.com

E. Applicant Firm's Contact Person for Public Works Office follow-up:

Gary Guynn | Estimator | 720-392-7451
Print or Type Name | Position | Telephone Number

F. Has the Applicant Firm changed its address or has the Firm or its Owner(s) operated under any other name(s) including other DBAs in the past five years? If yes, explain fully on a separate sheet of paper.
☐ No ☐ Yes

G. Type of business organization: Corporation

YEAR organization established: 1993 NUMBER of current full time employees: 300

☐ Sole Proprietor ☐ Corporation – [Date and State of Incorporation November 12, 1993 North Carolina

☐ Limited Partnership ☐ General Partnership

[Date and State of Partnership filing _____

☐ Limited Liability Company ☐ Limited Liability Partnership

[Date and State of filing _____

☐ Other (describe) _____

Type of service(s) to be provided to the City of Wheat Ridge.

☐	General Contractor	☐	Concrete Flatwork
☐	Storm Sewer	☐	Concrete Structures
☐	Traffic Signals	☐	Slurry Seal
☐	Grading	☐	Fog Seal
☐	Asphalt Paving	☐	Crack Sealing
☐	Concrete Paving	☐	Landscaping
☐	Signing	☐	Striping
☐	Traffic Control	☐	Other (describe) _____

SECTION II - OWNERSHIP/MANAGEMENT, PROJECT MANAGEMENT, SUPERVISORS, AND RELATED ENTITIES

1. Owners

List Owners of Applicant Firm.

Full Legal Name	Title	Years of Related Experience	% Of Ownership
Ward Nye	CEO	20+ Yrs.	100%

[Use additional sheets if necessary]

2. Project Management Team, Supervisors and Employees Who Will Be Working Directly On the Project(s).

List the full names of the primary employees of the proposed Project Team.

Full Legal Name	Present Position	Years of Related Experience	% of Time Devoted to Project	Professional Licenses
TBD	TBD	TBD	TBD	TBD

[Use additional sheets if necessary]

3. Resume

Attach resumes of the Project Management Team showing the last five years of employment in this field. Resumes must be comprehensive and include of Firms worked for and dates of employment. (RESUMES are not required from Materials Suppliers (Vendors).

4. Contractor's License(s)

The awarded Contractor must obtain or have a current City of Wheat Ridge Municipal Contractor's License within 7 days of Council approval of bid award.

SECTION III - CONTRACTING HISTORY

1. Contracting History Please See Attached.

A. List the applicant Firm's six largest contracts in the last three years.

1. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

2. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

3. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

4. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

5. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

6. Company Name_____ Contact Name_____

   Street Address_____

   City_____ State_____ Zip Code_____

   Phone No:_____ E-mail:_____

   Contract Name & Number_____

   Contract Amount_____ Start/Completion Dates _____

   Description of Work _____

   _____

   Prime or Subcontractor_____

SECTION III - CONTRACTING HISTORY - (Continued)

In the past five years has the Applicant Firm or any Affiliate been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
☐ No ☐ Yes

B. Failed to complete a contract for a commercial, private owner or Government agency?
☐ No ☐ Yes

C. Been denied a low-bid contract in spite of being the low bidder?
☐ No ☐ Yes

D. Had a contract terminated for any reason, including default?
☐ No ☐ Yes

E. Had liquidated damages assessed against it during or after completion of a contract?
☐ No ☐ Yes

If "Yes" to Sections IV, V or VI, provide details including a brief summary of cause(s) of action, indicate if Applicant Firm, Owner or Affiliate Firms were plaintiffs (P) or defendants (D); define charges explicitly, by what authority, court or jurisdiction, etc. Complete details are required!

NOTE: For Sections IV and V below, the definition of an "investigation" includes: an appearance before a grand jury by representatives of the Firm; any oral or written inquiry or review of the Firm's documents by a governmental or law enforcement agency or investigative agency; or questioning of employees concerning the general operation or a specific project or activities of the Firm

SECTION IV - CIVIL ACTIONS

1. **Violations Of Civil Law**
In the past five years has Applicant Firm, any of its Owners, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?
☐ No ☐ Yes

2. **Lawsuits With Public Agencies**
At the present time is, or during the past five years has the Applicant Firm, any of its Owners, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services or goods provided to the City of Wheat Ridge or to a public agency?
☐ No ☐ Yes

3. **Bankruptcy**
During the past five years, has the Applicant Firm or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?
☐ No ☐ Yes

4. **Judgments, Liens And Claims**
During the past five years, has the Applicant Firm been the subject of a judgment, lien or claim of $10,000 or more by a subcontractor or supplier?
☐ No ☐ Yes

5. **Tax Liens**
During the past five years, has the Applicant Firm been the subject of a tax lien by federal, state or any other tax authority?
☐ No ☐ Yes

SECTION V - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. **Criminal**

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

A. Been the subject of an investigation involving any alleged violation of criminal law?
☐ No ☐ Yes

B. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument?
☐ No ☐ Yes

C. Been convicted, after trial or by plea, of any felony under state or federal law?
☐ No ☐ Yes

D. Been convicted of any misdemeanor involving business-related crimes?
☐ No ☐ Yes

E. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or a violation of any antitrust laws?
☐ No ☐ Yes

F. Entered into a consent decree?
☐ No ☐ Yes

G. Been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law?
☐ No ☐ Yes

H. Taken the Fifth Amendment in testimony on any business-related crime?
☐ No ☐ Yes

I. Paid a fine or settlement to resolve any criminal or civil violations or allegations involving a business activity?
☐ No ☐ Yes

J. Do any Owners in Applicant Firm have any felony charges pending against them that were filed either before, during, or after their employment with the Applicant Firm?
☐ No ☐ Yes

1. Regulatory Compliance

In the past five years, has Applicant Firm, any of its Owners, or Affiliates been cited for:

A. A violation of any labor law or regulation, including prevailing wage rates and fair labor practices?
☐ No ☐ Yes

B. An OSHA violation?
☐ No ☐ Yes

C. A violation of federal, state or local environmental laws or regulations?
☐ No ☐ Yes

D. Any other administrative, statutory or regulatory violations?
☐ No ☐ Yes

SECTION VI - ETHICS

1. False Statements, Bribes, Collusion

In the past five years has the Applicant Firm, any of its Owners, or Affiliates:

A. Filed with a government body (including City of Wheat Ridge) or submitted to a government employee (including City of Wheat Ridge employee) any form of document known by the Applicant Firm, any of its Owners, or by the person submitting the document, to contain false information?
☐ No ☐ Yes

B. Created or maintained false business records?
☐ No ☐ Yes

C. Given, or offered to give, money or any other benefit to a public official or employee with intent to influence that person regarding any of their official acts, duties or decisions?
☐ No ☐ Yes

D. Given, or offered to give, money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business activities (including but not limited to improper gratuities, and/or violations of lobbying regulations)?
☐ No ☐ Yes

E. Agreed with another to bid below prevailing market rate?
☐ No ☐ Yes

F. Agreed with another to submit identical or complimentary bids or otherwise not to bid competitively?
☐ No ☐ Yes

G. Agreed with another not to submit competitive bids in another's territory established either by geography or customers?
☐ No ☐ Yes

H. Agreed with another to take turns in obtaining contracts by pre-determining which Firm shall submit the lowest bid?
☐ No ☐ Yes

2. Conflict Of Interest

A. Does the Applicant Firm, any of its Owners or Project Team Members have any existing relationships that could be construed as either personal or organizational conflicts of interest, or which would give rise to a conflict if Applicant Firm should be a recipient of a contract with the City of Wheat Ridge?
☐ No ☐ Yes

B. Has any Owner or Project Team member of Applicant Firm ever (if yes explain fully):

1. Been an employee of the City of Wheat Ridge, or served as a Member of Wheat Ridge City Council?
☐ No ☐ Yes

2. Been related by blood or marriage to a City of Wheat Ridge employee or Council Member?
☐ No ☐ Yes

SECTION VII - ADDITIONAL DOCUMENTATION REQUIRED

Additional document copies to be submitted with this application:

Letter of Reference from your Firm's Surety, which states current available aggregate and single project bonding capacity (This Application will not be processed without this letter)

Certification of all IMSA certified personnel, if applying for traffic signal project(s). A minimum of two full time employees must be certified at Level II or higher.

MARTIN MARIETTA MATERIALS, INC.
Rocky Mountain Division - Metro & Northern

Asphalt & Paving

KEY PERSONNEL 2026

Ryan Yoch – Vice President & General Manager Paving and Construction
Mr. Yoch is currently the VP/GM for Paving and Construction for Martin Marietta's Rocky Mountain Division. He oversees managing all aspects of the business including P&L responsibility. Mr. Yoch has held various positions of increasing responsibility with the company. He has a BS Degree in Construction Management from Colorado State University. He has extensive experience with Municipal, Federal, Residential and CDOT projects. Mr. Yoch has directly managed multimillion-dollar construction projects, developed long term marketing plans for the Rocky Mountain Region, and managed sales, operations, and equipment maintenance personnel.

Trevor Norton – Area General Manager Metro Paving & Construction
Mr. Norton is the Area General Manager for the Metro/Northern Asphalt and Paving group. In 2023 he Acquired Northern Asphalt & Paving. Prior he held the title of General Manager Metro Asphalt & Paving position since 2018. He has over 23 years of experience in asphalt related construction including sales, estimating, and project management. Mr. Norton has a BS in Chemical Engineering and Petroleum Refining from the Colorado School of Mines.

Jerimy Runner – Area Production Manager, Metro and Northern A&P
Mr. Runner is the Area Production Manager for the Metro and Northern asphalt groups. He has over 30 years of experience in the asphalt/heavy highway related construction industry**,** Quality control and managing. Mr. Runner has completed many training courses and is certified: Colorado Asphalt Pavement Association Levels A,B-I,C,D. WYOMING DOT Asphalt Materials Certification, Nebraska Department of Roads Asphalt Certification, Troxler Radiological Safety, Troxler Radiation Safety Officer, American Concrete Institute-Grade 1, Member of various CDOT specification task forces, Colorado Asphalt Pavement Association/Colorado State University – Asphalt Lab Technology Advisory Board, Constructing our Future, Working at Heights, Asphalt/Paving WAH Solutions Team, Confined Space Entry, LOTOTO – Lock Out Tag Out Try Out, Gencor Industries SWAT Training – Success With Advanced Training, CAPA -Environmental Issues for HMA Facilities, Effective Communication Series, Managing For Performance, Supervisory Training, Numerous sales training classes, Det Norske Veritas – Safety Management Training. Mr. Runner has a Bachelor of Science degree from Colorado State University in Soils and Crop Science.

Stephen Ayers – Asphalt and Paving Construction Manager
Mr. Ayers has over 30 years of experience in civil construction. His professional experience includes DOT, City and FAA projects in Alaska and Hawaii. He is a member of AGC of America, NAPA and has qualifications in OSHA, Storm Water Management

Justin Jordan – Asphalt and Paving Construction Manager
Mr. Jordan has over 30 years construction experience. He has held positions as Laborer, Equipment Operator, Foreman, and promoted to Superintendent in 2011 in 2023 was promoted to operations manager. Mr. Jordan Has worked on CDOT projects for 25 of those years. Mr. Jordan has had a great amount of training. Cat paver training, erosion control supervising and certification, traffic control inspection and management certification, equipment operating certifications, Supervisor Training, EEO and substance abuse, CPR and AED Certification, fabrication, and welding. His key role is to manage our Subgrade base Crews, paving and patch crews, Transportation and logistics, and asphalt production workload, along with the safety and quality of our crews.

Bill Oetken – Construction/Asphalt Manager
Mr. Oetken is currently the Area Project Manager for Denver Metro Paving. Bill has over 20 years of construction experience ranging from estimating and project managing DOT, Federal, Municipal, Commercial & Private construction projects. His construction fields of experience include dirt excavation, commercial buildings, concrete, and asphalt and paving. Bill is responsible for managing the Denver Metro Project Management Department that directly manages many of our high profile, multimillion dollar projects each year which include CDOT, City, Commercial & Municipal contracts. He is certified as a CDOT Erosion Control Supervisor, Traffic Control Supervisor, and has certifications in OSHA training.

Andrew Chaulk – Construction Asphalt Manager
Mr. Chaulk is currently working as a Project Manager/Estimator for Martin Marietta Materials, Metro Denver Paving Division. He holds a BS in Construction Management from Colorado State University. Andrew has been in the construction industry for over 16 years and has experience with CDOT and FHWA projects. Andrew holds an OSHA 10- and 30-hour safety certification as well as Storm Water and Erosion control supervisor certification.

Ray Rodriguez – Chief Estimator
Mr. Rodriguez is currently the Chief Estimator for the Denver Metro Asphalt and Paving Group. He joined the company in 2016. Ray has his BS in Mechanical Engineering from the Colorado School of Mines. Prior to joining Martin Marietta Ray was a Project Superintendent at Alexco Resource and managed the ASARCO – Globeville CERCLA clean-up site in Denver until successful completion in 2015. He was also involved with design and implementation of a new water treatment facility at the Schwartzwalder Uranium Mine in Golden. At Martin Marietta he has worked as an Estimator/ Project Manager and oversaw managing start-up, close-out, and overall projects depending on need. He has experience in managing Municipal and various Commercial projects. Ray is Traffic Control Supervisor Certified and has certifications in OSHA.

Kenneth Carter – Chief Estimator
Mr. Carter is the Paving Chief Estimator for Martin Marietta Materials Inc. Northern Colorado Paving. He has 15 years of construction experience. His past positions within the company include estimator, project manager, superintendent, equipment operator, and laborer. Mr. Carter is responsible for overseeing all bids for paving work, and the safety and quality of our crews. Key training and certification for Mr. Carter includes being traffic control certified, the key to customer service satisfaction, and Sales mastery Program.

Todd Genovese – Division Quality Control Manager
Mr. Genovese is the QA/QC Manager for the Rocky Mountain Division. He has over 33 years of experience related to construction management and construction materials. Mr. Genovese is a licensed civil engineer in the State of Colorado and is accountable for managing all aspects of Quality Control for all product lines including Asphalt and Paving, Ready Mix and Aggregates.

Jeremy L. Brassington – Area Quality Control Manager
Mr. Brassington is currently the Denver Metro Asphalt and Paving QC Manager, holding this position since 2018. He is responsible for managing all HMA quality aspects during production and laydown on FAA, FHWA, DOT, Design-Build, Municipal, and Commercial projects. With more than 22 years in the industry, he has a variety of experience including Quality Control, Paving Operations, and Project Management. He holds levels A, B, C, and I certifications from the Colorado Asphalt and Pavement Association.

Trevor Miller – Area Quality Control Manager
Mr. Miller is the Northern Area QC Manager, holding the position since 2021. He is responsible for managing all HMA and aggregates quality aspects. He has been in materials and quality control involving production and laydown on FAA, FHWA, DOT, Design-Build, Municipal, and Commercial projects. Mr. Miller holds a BS in Geology from Colorado State University. He holds various certifications for asphalt and aggregates materials testing in Colorado and Wyoming.

Jed Foust – Area Plant Manager
Mr. Foust has 25+ years of construction experience in Operations and Project Management His professional experience includes Commercial, Municipal, State, Federal and Residential projects. He has certifications in OSHA training, Storm Water Management and DOT Safety and Regulations. He has proven experience in Operations with a focus on Quality and an excellent Safety record. He has held positions as labor, equipment operator, Foreman, and was promoted to superintendent in 2016.

Tim Harris – Metro Asphalt & Paving Shop Manager
Mr. Harris has held various positions of increasing responsibility with the company during his career. He has over 33 years of experience and currently is the Metro Asphalt & Paving Shop Manager. He has managed start-up, close-out, and overall projects depending on need. He has experience in managing CDOT, DIA, and various commercial projects and is an Erosion Control Supervisor and Traffic Control Supervisor Certified. He has certifications in 30 Hour OSHA training, Storm Water Management and DOT Safety and Regulations. Tim is also very fluent with CPM scheduling process.

Dan Venrick – Shop Manager
Dan Venrick manages the operations in our shop for Martin Marietta Materials Inc. Northern Colorado. He has 20+ years of construction experience. His past positions within the company include Maintenance Superintendent, Welding Shop Foreman, Welder, and Laborer. He is responsible for all decisions made in our shop with maintenance and equipment, and the safety and quality of the work his employees do for our area. Mr. Venrick has a lot of training and has certifications in working at heights, working in confined spaces, forklift safety, welding and cutting safety, MSHA, along with CPR and first aid.

Joe McKernan – Construction/Asphalt Manager
Mr. McKernan is currently a Construction Manager at Martin Marietta Materials. He has worked in the Colorado market for the last 34 years in Operations, Sales, and Project Management. His professional experience includes Commercial, Residential, CDOT/Highway and Federal projects. He has certifications in OSHA training, Storm Water Management and Traffic Control Supervisor. He has proven experience in Operations with a focus on quality and an excellent safety record.

Cedric Rael – Patch Superintendent
Mr. Rael has over 27 years of construction experience. His past positions include Laborer, Operator, Crew Foreman, and Project Manager. Cedric currently is the Patch Superintendent, and is responsible for patch work, utilities, and safety and quality of his crew.

Arnie Gomez – Paving Superintendent
Mr. Gomez is one of two Small Commercial Paving Superintendents for Martin Marietta Materials Denver Asphalt Paving Division. He has over 33 years of construction experience. His past positions within the company include Laborer and Equipment Operator. Mr. Gomez was promoted to his current position in 1999. He is responsible for small paving work, and the safety and quality of his crew.

Jesse Gomez – Paving Superintendent
Mr. Gomez is one of two Small Commercial Paving Superintendents for Martin Marietta Materials Inc. Denver Asphalt Paving Division. He has over 22 years of construction experience. His past positions within the company include Laborer, Equipment Operator, and Mainline Paving Crew Foreman. Mr. Gomez was promoted to his current position in 2016. He is responsible for small paving work, and the safety and quality of his crew.

Jorge Simental-Cota – Paving Superintendent
Mr. Simental is the Superintendent of the paving crew for Martin Marietta Inc. Denver Asphalt Paving Division. He has over 32 years of construction experience. His past positions within the company include laborer, operator, and Paving Crew Foreman. Mr. Simental became a Paving Superintendent in 2005. He is responsible for small and large paving work, and the safety and quality of his crew.

Mike Leischer – Logistics Manager
Mr. Leischer is responsible for assisting with external and internal logistics and the safety of those drivers. He has over 40 years of construction experience and was promoted to his current position in 2016. His past positions within the company include Laborer, Equipment Operator, Project Manager, and Driver.

Casey Stavish – Grading Superintendent
Mr. Stavish has been with the company since 1996 beginning with a position in the Quality Control department. In 1999 he took over as a Subgrade Superintendent and moved into Project Management in 2002. In that role, Casey was responsible for managing many of our high-profile projects each year which include major CDOT and City / Municipal contracts. He was promoted to his current position in 2015. He is now the lead Grading Superintendent responsible for all grading operations and the safety and quality of his crew.

Levi West – Area Superintendent
Mr. West has 20+ years of Construction experience. He has held positions as laborer, equipment operator, and foreman and was promoted to superintendent in 2020. Mr. West has a great amount of experience in our company and has training and certification in OSHA, Safety training, Equipment training, various mix design and industry training, and EEO/HR Training.

Chris Luden – Area Superintendent
Mr. Luden. Has 30+ years construction experience. He has Vocational training in welding, Hot Plants and CDL. He has held positions as concrete finisher, asphalt labor, hot plant operator, emulsion plant operator, equipment operator, foreman and promoted to Superintendent in 2022.

Jose L. Hernandez – Area Superintendent
Mr. Hernandez has over 10 yrs. experience in asphalt, started as a laborer in 2011 with Asphalt Specialties, moving up to operator within 1 year. He started with Martin Marietta Metro in 2015, and moved up to Paving foreman in 2019, where he got experience paving various CDOT jobs, as well as City Overlays, and commercial parking lots, before getting promoted to Superintendent in Fort Collins. He has training in CPR and AED and Got his CDL with SAGE Truck driving School.

Claude Kage – Area Superintendent

Mr. Kage started in the asphalt business in 1984 as a laborer on the Dirt Crew. He was hired on with Western Mobile in 1995 as an Asphalt Laborer and Rubber Tire Roller crewman, then transferred to the Base Crew in 1998. He was then promoted to Superintendent of the Dirt Crew in 2003 where he is still performing in that position.

Dan Krause – Transportation Manager

Mr. Krause has 35+ years of construction experience. He has held positions as Asphalt paving, labor, equipment operator, dispatch and logistics, superintendent until he took on this current role as Transportation Manager. He is responsible for internal and external carrier performance and safety for Martin Marietta Materials Inc.

Gary Guynn - Estimator/Project Manager

Mr. Guynn is currently working as an Estimator / Project Manager for Martin Marietta Materials, Metro Denver Paving Division starting in 2023. He has been with the company since 2021 with a position as the QA/QC Supervisor in Quality Control Department. Mr. Guynn has over 15 years of industry experience. His past positions include QC technician, Lab Manager, and QC Manager.

Jeff Gross - Estimator/Project Manager

Mr. Gross has over 41 total years in the construction industry with the last 36 being in the Asphalt Industry. Jeff has held various positions throughout his career that ranged from laborer, Foreman, Superintendent, Construction Manager, Chief Estimator to his current position as an Estimator/Project Manager. He holds a BS Degree in Business Management from the University of Phoenix.

Dago Orozco Jr – Estimator/Project Coordinator

Mr. Orozco is currently working as an Estimator / Project Coordinator for Martin Marietta, Denver Asphalt Paving Division. He has 6 years of experience out in the field as a heavy equipment operator for our grading crews. He has been in his new role for 10 months now.

Matt Miklovic – Estimator/Project Manager

Mr. Miklovic is currently working as an Estimator / Project Manager for Martin Marietta Materials, Denver Asphalt Paving Division. He holds a BS in Construction Engineering from the University of Toledo. Matt has over 16 years of heavy-highway construction project management/engineering/estimating experience in Colorado. Mr. Miklovic has been involved on State, Municipal, Residential and Design-Build projects, with contract values on up to $45M. He also is a certified supervisor of Stormwater Management & Traffic Control in the state of Colorado.

Mike Altergott - Estimator/Project Manager

Mr. Altergott is currently working as an Estimator / Project Manager for Martin Marietta Materials in the Metro Denver office. Mike started his career working in the field on paving and subgrade prep crews in the 1980's and transitioned into estimating in 1990. Mike has experience in bidding and managing commercial, residential, municipal, state, and aviation projects with contract values up to $17M. He holds a BS degree in Industrial Technology from Colorado State University.

Sean Hanrahan - Estimator

Mr. Hanrahan is currently working as an Estimator for Martin Marietta Materials, Metro Denver Paving Division. Sean has 7 years of preparing cost estimates for residential, commercial & industrial construction projects in Colorado. He holds a Traffic Control Supervisor certification, OSHA 10 Hour certification & a Six Sigma Green Belt.

Eric Evens – Estimator/Project Manager
Mr. Evens is currently working an Estimator / Project Manager for Martin Marietta Materials, Metro Paving Division. Eric has 3 Years of experience Estimating Asphalt and Concrete Projects for city and state projects in Riverside CA Area. He has been with the company since late 2024.

Lee Melamedas – Estimator
Lee began his career in the tech industry, where he developed a deep skill set for technical troubleshooting and customer service. He has been in the construction industry for 10 years, serving as an estimator and project manager. He specializes in full service heavy maintenance for concrete and asphalt, staying involved with the entire process from defining scope to project completion.

Roper Marquiss – Estimator
Mr. Marquiss has 19 years of Construction experience. He has held roles as Estimator, Project Manager, & Concrete Sales for construction projects. Mr. Marquiss has extensive experience with Commercial, Municipal, State, Federal and Residential projects.

Robin Toomey – Estimator
Ms. Toomey has 7 years of Construction experience. She has held roles as Project Manager, Asphalt Sales, and Estimator for construction projects. Ms. Toomey has extensive experience.
with Commercial, Municipal, State, Federal and Residential projects.

Jesse Geary – Estimator
Mr. Geary has over 18 years of Construction experience in Field, Estimating, and Project Management experience in Heavy Civil Construction. This includes, but is not limited to, Earthwork, Utilities, and Base & Pave operations. Mr. Geary has certifications in Trenching & Excavating Competent Person, ITD CAT-1, ITD Storm Water Management Responsible Person, OSHA 10, along with CPR and First Aid.

Brian Ruddell – Estimator/Project Manager
Mr. Ruddell is currently working as a Project Manager for Martin Marietta, Denver Metro Paving Division. Brian has over 15 years of roadway and heavy-highway construction experience working on DOT, Municipal, Commercial, and Private construction projects. Brian holds a CDOT Transportation Erosion Control Supervisor certification, Traffic Control Supervisor certification and OSHA 30 Hour certification.

Chris Vogelsong – Estimator/Project Manager
Mr. Vogelsong has been working as a Project Manager for the past 5 years. He has worked in our logistics department for five years overseeing dispatch for all three areas of Colorado for Asphalt / Paving as well as Aggregates in the Northern and Southern areas prior to taking on his current role of Project Manager in 2019. He holds a Bachelor of Science Degree from CSU Global in Project Management with emphasis in Construction Management. Mr. Vogelsong has experience with municipality overlay programs including milling, overlay, street rehab, and small parking lot projects. He holds a CDOT Transportation Erosion Control Supervisor certification, Traffic Control Supervisor certification and OSHA 30 Hour certification.

Deron Steenberg – Estimator/Project Manager
Mr. Steenberg has 23 years of construction experience joining the company in 2003. He has held various field positions during his tenure in construction and is currently working as a Project Manager/Estimator. Mr. Steenberg holds a Bachelor of Science Degree from Tarleton State University (Texas A&M University system). Mr. Steenberg has 10 years field supervision experience overseeing city milling and overlay street rehab projects.

Keith Runyan – Estimator/Project Manager
Mr. Runyan is currently working as a Project Manager at Martin Marietta, Denver Metro Paving Division. Keith has over 19 years of roadway and heavy-highway construction working on DOT, Municipal, Commercial and Private construction projects. Mr. Runyan has spent his entire career in the Colorado market and is an Accredited Pavement Manager (APM) through the International Pavement Management Association (IPMA) and Auburn University. He holds a CDOT Transportation Erosion Control Supervisor certification, Traffic Control Supervisor certification and OSHA 30 Hour certification.

Ryan Peters – Estimator/Project Coordinator
Mr. Peters has been with Martin Marietta since 2017. He has held various positions of increasing responsibility with the company during his career. He is currently a Project Manager with experience in mill and overlay and new commercial construction. He has an Associate Degree in Construction Management, CDOT TECS Certification, Traffic Control Supervisor Certification, First Aid, CPR and OSHA 30 Hour Certified.

Zach Schmidt – Estimator/Project Manager
Mr. Schmidt joined the Martin Marietta team in the summer of 2017 and currently works as a Project Manager and Estimator for Metro Denver Asphalt and Paving. He holds a Bachelor of Science in Construction Management from Colorado State University. Zach has 13 years of heavy-highway construction project management/estimating experience in Colorado and Utah. Mr. Schmidt has been involved on State, Municipal, and Private Owner projects, with contract values up to $12M. He also is a certified supervisor of Storm Water Management & Traffic Control in the state of Colorado and holds a 10 hr. and 30 hr. OSHA card. One of Zach's most recent projects was awarded the $0-10 Million highway project of the year from the Utah AGC in 2015.

Allen Barrientos - Project Manager
Mr. Barrientos is currently working as a Project Manager for Martin Marietta Materials, Northern Paving Division. He holds a BS in Construction Management from Colorado State University. Allen has worked as a field engineer in commercial construction as well as equipment operator / laborer beginning in 2017 before joining Martin Marietta in 2020. Prior to that he worked as a laborer for his dad's company since 2010, giving him 13 years of construction experience. Allen Holds an OSHA 10- and 30- hour safety certification.

Abby Glaser – Project Manager
Ms. Glaser is a project manager with 20 years' experience within the asphalt paving industry. Ms. Glaser has held various positions at the asphalt plant, sales, administrative support and currently specializing in non-dot municipal projects for the most recent 7 years. She holds an AS in business and near completing her BS in project management from Colorado State.

1627 Cole Blvd, Suite 200
Lakewood, CO 80401

Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
Vermillion Creek PH. 1	Rugged Development Services, LLC 10940 S. Parker Rd. Parker, Co 80134 Shane Rugg: 814.525.0807	Subgrade Prep and Pave	>$1M	$1,892,717.12	Sep-25	N/A
Independence FL. 4 Hancock	WW Clyde & Co. PO Box 2355 Orem, Ut. 84059 Devin Huschka: 720.272.7362	Subgrade Prep and Pave	>$1M	$1,144,075.54	Jul-25	N/A
Spring Valley Ranch Fl. 5 Hancock PH. 2	DR Horton Inc. 11031 Sheridan Blvd. Westminster, Co 80020 Michael Harty:720.557.7812	Subgrade Prep and Pave	>$1M	$1,358,642.75	Jul-25	N/A
Centennial 2024 St. Rehab	CITY OF CENTENNIAL 13133 E. Arapahoe Rd. Centennial, CO 80112 Patrick Gunn 847.863.5026	Remove/Replace Asphalt Mill and Overlay	>$1M	$7,532,512.24	Jun-25	N/A
Aurora Highlands FL. 15 PH. 4	Taylor Morrison of Colorado, Inc. 400 Inverness Parkway Ste. 350 Englewood, Co 80112 Michael Byrd: 303.564.6807	Subgrade Prep and Pave	<$1M	$911,509.65	May-25	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
Westminster 2024 Asphalt Rehab	City of Westminster 6575 W. 88th Ave. Westminster, Co 80031 Monica Mayfield: 303.658.2528	Remove/Replace Asphalt Mill and Overlay	>$1M	$5,159,797.84	Apr-25	N/A
Adams Co. 2024 St. Paving	Adams County 4430 South Adams County Parkway Brighton, Co 80601 Miyisha Wall: 720.523.6189	Remove/Replace Asphalt Mill and Overlay	>$1M	$11,070,367.77	Apr-25	N/A
QTS Data Center	Hudick Excavating, Inc. 5460 Montana Vista Way Castle Rock, Co 80108 Gabe Gonzalez: 720.766.4624	Subgrade Prep and Pave	>$1M	$1,214,267.36	Feb-25	N/A
Carmel North	Carmel North, LLC. 1000 Sansome St. First Fl. San Francisco, Ca 94111 Gary Hickman: 303.941.7916	Subgrade Prep and Pave	>$1M	$2,092,904.61	Jan-25	N/A
Jefferson County 2024 Overlay	JEFFERSON COUNTY BLDG. & MAINT. 100 Jefferson County Parkway Ste. 4500 Golden, Co 80401 Louis Anderson: 303.271.5233	Remove/Replace Asphalt Mill and Overlay	>$1M	$10,123,649.79	Dec-25	N/A
Broomfield 2024 Pavement Rehabilitation	City & County of Broomfield One Descombes Dr. Broomfield, Co 80020 Alex Ingalls: 303.464.5675	Remove/Replace Asphalt Mill and Overlay	>$1M	$2,594,597.84	Dec-25	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
Elbert County - CR166 Repaving	Elbert County 11330 State Hwy 86 Kiowa, Co 80117 Corynne Zodrow: 303.621.3157	Remove/Replace Asphalt Mill and Overlay	>$1M	$3,704,485.00	Mar-25	N/A
Aurora 2024 Overlay	City of Aurora 15151 E. Alameda Pkwy. Aurora, Co 80012 Aaron Vance: 303.326.8208	Remove/Replace Asphalt Mill and Overlay	>$1M	$22,569,000.00	Mar-25	N/A
CDOT Bridge at Ward Rd.	Lobato Construction, LLC. 123 N. Main St. Brighton, Co 80601 Anthony Lobato: 720.306.3021	Asphalt Patching and Paving	>$1M	$1,173,346.55	Feb-25	N/A
Cross Creek	Toll Bros Inc. 7100 E. Bellieview Ave. Greenwood Village, Co 80111 Michael Newman: 303.905.9957	Subgrade Prep and Pave	>$1M	$1,368,593.05	Jan-25	N/A
Tibet Road Phase 3 Asphalt	Second Creek Ranch Metropolitan Dist. 4908 Tower Rd. Denver, Co 80249 Bram Paikuli: 808.989.3548	Subgrade Prep and Pave	>$1M	$1,621,338.04	Jan-25	N/A
Lakewood 2024 Overlay	City of Lakewood 480 S. Allison Parkway Lakewood, Co 80226	Remove/Replace Asphalt Mill and Overlay	>$1M	$6,542,096.82	Jan-25	N/A
Independence Hilltop Paving	WW Clyde & Co. 10303 E. Dry Creek Rd. Suite 300 Englewood, Co 80112	Mill & Overlay	>$1M	$1,598,694.84	Dec-24	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
Ridgegate Lyric	Shea Homes 9380 Station St. Suite 600 Lone Tree, Co 80124	Subgrade Prep & Pave	>$1M	$3,811,093.40	Dec-24	N/A
WESTERLY FL 2	Westerly Metro District No. 1 1225 17th St. Denver, Co 80202	Subgrade prep, base, paving, manholes & water valve adjustment	>$1M	$2,015,931.85	Dec-24	N/A
SKY RANCH CAB FILING 5 ROADWAYS	Sky Ranch Community Authortiy Board 8390 E. Crescent Pkwy Ste. 300 Greenwood Village, Co 80111	Subgrade prep, base, paving, manholes & water valve adjustment	>$1M	$3,076,101.65		N/A
SOLSTICE FL 1 PH 1, 2 & 3	SHEA HOMES 9380 Station St. Ste. 600 Lone Tree, Co 80124 John McDonald 303-748-9905	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,121,469.00	Oct-23	N/A
38TH AVE - PICADILLY TO TIBET	TOWER METRO DISTRICT 20100 E. 32nd. Parkway Ste. 150 Aurora, Co 80011 Randell Hertel 303.371.1400	Remove/Replace Asphalt, Mill & Overlay	>$1M	$145,155.00	Oct-23	N/A
CANYONSIDE LOOP & BRIDGE	SHEA HOMES 9380 Station St. Ste. 600 Lone Tree, Co 80124 Rochelle Steveson 720.348.3326	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,884,545.00	Apr-23	N/A
COPPERLEAF BLVD IMPROVEMENTS	RICHMOND AMERICAN HOMES 430 S. Monaco St. Denver, Co 80237 Rafe Messer 720.363.5462	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,044,668.00	Aug-23	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
CDOT US 36 LYONS SOUTH	CDOT 1050 Lee Hill Dr. Boulder, Co 80302 Daniel Marcucci 303.921.3091	Remove/Replace Asphalt, Mill & Overlay	>$1M	$3,618,938.00	Dec-23	N/A
JEFFERSON CNTY 2023 ASPHALT O	JEFFERSON COUNTY BLDG. & MAINT. 100 Jefferson County Parkway Ste. 4500 Golden, Co 80401 Barbra Miller 303.271.8585	Remove/Replace Asphalt, Mill & Overlay	>$1M	$7,296,262.00	Dec-23	N/A
CENTENNIAL 2023 ST REHAB	CITY OF CENTENNIAL 13133 E. Arapahoe Rd. Centennial, CO 80112 Patrick Gunn 847.863.5026	Remove/Replace Asphalt, Mill & Overlay	>$1M	$5,577,365.00	Dec-23	N/A
WESTMINSTER 2023 ASPHALT PAVEM	CITY OF WESTMINSTER 6575 W. 88th. Ave. Westminster, Co 80031 Brock Hufford 303.658.2527	Remove/Replace Asphalt, Mill & Overlay	>$1M	$7,371,854.00	Dec-23	N/A
LAKEWOOD 2023 OVERLAY PROGRAM	CITY OF LAKEWOOD 480 S. Allison Parkway Lakewood, Co 80226 Chase Kozoh 720.329.4282	Remove/Replace Asphalt, Mill & Overlay	>$1M	$6,434,377.00	Dec-23	N/A
BROOMFIELD 2023 OVERLAY PROGRA	CITY AND COUNTY OF BROOMFIELD One Descombs Dr. Broomfield, Co 80020 Alex Ingalls 303.464.5675	Remove/Replace Asphalt, Mill & Overlay	<$1M	$1,194,623.00	Dec-23	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
GOLDEN 2023 ST. IMPROVEMENT	CITY OF GOLDEN 1445 Tenth St. Golden, Co 80401 John Hardy 303.384.8195	Remove/Replace Asphalt, Mill & Overlay	<$1M	$954,881.00	Dec-23	N/A
2023 GREELEY KGM PAVEMENT	CITY OF GREELEY - STREETS 1100 10th. St. Greeley, Co 80631 Shantelle Griego 970.350.9333	Remove/Replace Asphalt, Mill & Overlay	>$1M	$13,279,196.00	Dec-23	N/A
FORT MORGAN 2023 HBP PAVING	CITY OF FORT MORGAN PO BOX 100 Fort Morgan, Co 80701 JW Willis 970.768.4207	Remove/Replace Asphalt, Mill & Overlay	>$1M	$3,392,519.00	Dec-23	N/A
NORTH I-25 EXPRESS LANES	KRAEMER NORTH AMERICA 900 West Castleton Rd. Ste. 220 Castle Rock, Co 80109 Daniel Jones 720.930.9781	Remove/Replace Asphalt, Mill & Overlay	>$1M	$14,315,991.00	Dec-23	N/A
Aurora 2023 Overlay Program	City of Aurora 15151 E. Alameda Pkwy. Aurora, Co 80012 Aaron Vance 303.739.7000	Remove/Replace Asphalt, Mill & Overlay	>$1M	$35,976,194.00	Dec-23	N/A
Majestic Commercenter PH 11. Bldg 10-12	Commerce Construction Co. 20100 E. 32nd Parkway Ste. 150 Aurora, Co 80011 Ismael Acosta 303-371-1400	Remove/Replace Asphalt, Mill & Overlay	>$1M	$2,577,411.00	May-23	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
Independence FL.2-3 & Hancok	IHC Scott Contracting PO Box 1955 Orem, UT 84059 Jeron Siegert 720-490-7466	Remove/Replace Asphalt, Mill & Overlay	>$1M	$2,686,353.60	Jun-23	N/A
CDOT I-70 Structure MP211 - 35543	Kraemer North America 900 W. Castleton Rd. Ste. 200 Castle Rock, Co 80109 - ***GC*** Jeff Stevenson 720-493-2772	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,160,017.00	Aug-22	N/A
CENTENNIAL 2022 STREET REHABILITATION - 35775	City of Centennial 13133 E. Arapahoe Road Centennial, CO 80112 - ***SUB*** Lewis Hoffman 303-325-8032	Remove/Replace Asphalt, Mill & Overlay	>$1M	$3,847,183.00	Nov-22	N/A
2022 City of Lakewood Overlay - 35785	City of Lakewood 480 S. Allison Parkway Lakewood, CO 80226 - ***SUB*** Kyle Beck 303-987-7951	Remove/Replace Asphalt, Mill & Overlay	>$1M	$7,377,568.00	Oct-22	N/A
Golden 2022 Street Improvement - 35815	City of Golden 1445 10th Street Golden, CO 80401 - ***SUB*** John Hardy 303-384-8195	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,448,559.00	Nov-22	N/A
Wheat Ridge 2022 Asphalt Overlay - 35820	City of Wheat Ridge 7500 West 29th Avenue Wheat Ridge, CO 80033 -***SUB*** Russ Higgins 303-235-2869	Remove/Replace Asphalt, Mill & Overlay	>$1M	$1,851,702.00	Oct-22	N/A

1627 Cole Blvd, Suite 200
Lakewood, CO 80401
Main Phone: 720-245-6400
Email: Colorado.Bids@MartinMarietta.com
Website: www.MartinMarietta.com

Project Name	Owner's Name, Address & Phone	Project Description	Category Value	Initial Contract Amount	Completion Date	Liquidated Damages
High Point 1A Metro & Bldg. 1 - 35724	Mortenson Construction 1621 18th Street, Ste 400 Denver, CO 80202 - ***GC*** Joel Holland 720-920-4313	Remove/Replace Asphalt, Mill & Overlay	> $1M	$2,101,381.91	Oct-22	N/A
Medtronics Office Campus - 35544	Ryan Companies 3900 E. Camelback Rd. Phoenix, AZ 85018 - ***GC*** Dan Lamphere 303-472-3546	Remove/Replace Asphalt, Mill & Overlay	> $1M	$1,409,533.00	Apr-22	N/A
Town of Parker 2022 Resurfacing - 35770	Town of Parker 20120 E Mainstreet Parker, CO 80138 - ***SUB*** John Mounier 303-840-8241	Remove/Replace Asphalt, Mill & Overlay	> $1M	$1,916,592.94	Aug-22	N/A
Wolf Creek Run West FL1 - 35533	Forestar Real Estate Group 9555 S. Kingston Ct. STE. 200 Englewood, Co 80112 - ***GC*** Bryan Reid 303-669-5133	Remove/Replace Asphalt, Mill & Overlay	> $1M	$1,833,621.37	Apr-22	N/A
Canyonside Loop & Bridge - 35728	Shea Homes 9380 Station St Ste 600 Lone Tree, CO 80124 - ***GC*** Eric Sandri 720-236-6474	Remove/Replace Asphalt, Mill & Overlay	> $1M	$1,884,546.37	Oct-22	N/A
Wheat Ridge 2021 Overlay	City of Wheat Ridge 7500 West 29th Avenue Wheat Ridge, CO 80033 Russ Higgins 303-235-2869	Remove/Replace Asphalt, Mill & Overlay	> $1M	$1,017,939	Dec-21	N/A

AON

March 26, 2026

RE: Martin Marietta Materials, Inc.- Surety Program

To Whom It May Concern:

Aon is pleased to share information with you regarding the surety program of Martin Marietta Materials, Inc. As of 10/1/2021, Martin Marietta Materials, Inc. has two sureties participating on their surety program:

- Arch Insurance Company – rated "A+" by AM Best with a $266,744,000 U.S. Treasury Limit on single bonds.
- Atlantic Specialty Insurance Company – rated "A+" by AM Best with a $103,589,000 U.S. Treasury Limit on single bonds.
- Hartford Fire Insurance Company – rated A+ "by AM Best with a $1,249,992,000. U.S. Treasury Limit on single bonds.

The general bonding line of credit established for or available to Martin Marietta Materials, Inc. is $100,000,000 per project and $800,000,000 aggregate.

Please note that the decision to issue surety bonds is a matter between Martin Marietta Materials, Inc. and their sureties. The decision will be subject to the sureties standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. The sureties assume no liability to third parties or to you if for any reason they do not execute said bonds.

If you require any additional information, please contact Ben Stahl at 678-237-3636.

Sincerely,

Debra A. Deming
Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aklima Noorhassan, Anne Potter, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer L. Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates and Vilma Gonzalez of New York, NY (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred and Fifty Million Dollars (150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **30th day of September, 2025**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
Michele Tripodi, Notary Public
Philadelphia County
My commission expires July 31, 2029
Commission number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2029

CERTIFICATION

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 30, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th **day of** March, **20** 26 .

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

***To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at* SuretyAuthentic@archinsurance.com**
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aklima Noorhassan, Anne Potter, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates, Vilma Gonzalez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of March, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AON RISK SERVICES NORTHEAST INC
Agency Code: 10-253483

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Valorie Spates, Debra A. Deming, Sandra Diaz, Vilma Gonzalez, Peter Healy, Jennifer L. Jakaitis, Francesca Kazmierczak, Aklima Noorhassan, Anne Potter, Frances Rodriguez, Susan A. Welsh of NEW YORK, New York

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 26, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

LIST OF SUBCONTRACTORS AND AMOUNT

ITB-YR-NUM-Name

Important: This form must be submitted and completed. If you are not using sub-contractors, state "None". Failure to submit a completed form will result in a non-responsive bid.

Contractor's organization shall perform work amounting to 50% or more of the total contract cost.

COMPANY SUBMITTING BID Martin Marietta

NAME	TYPE OF WORK	AMOUNT	% OF WORK
JMG Concrete Services	Concrete Work	$137,850	7%
Vance Brothers	Crack Seal work	$100,000	5%
Prime Milling	Asphalt Milling work	$147,890	7%
RoadSafe Traffic Systems	Traffic Control	$98,095	5%
Atlas Engineering	QA testing	$33,427	2%
S+S Striping	Pavement Markings	$50,220	3%

CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
KEEP JOBS IN COLORADO ACT (80% Colorado Labor), COMPLIANCE TO H.B. 13-1292

Effective January 1, 2014, the Keep Jobs in Colorado Act requires that Colorado labor be employed to perform at least 80% of the work on a public works project, as defined in C.R.S. 8-19-102(2).

References

Keep Jobs in Colorado Act - 8-17-101, et.seq., C.R.S.

Definition of Public Projects - 8-19-102, C.R.S.

Construction Bidding for Public Projects - 24-92-102, C.R.S.

House Bill 13-1292, Keep Jobs in Colorado Act

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of House Bill 13-1291 and CRS 8-17-101 et seq.
2. The Vendor represents, warrants, and agrees that it (i) Colorado labor will be employed to perform at least 80% of the work on a public works project, or (ii) otherwise, shall comply with the notification requirements and/or waiver request of CRS 8-17-101 et seq.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this Act or CRS 8-17-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this 25th day of March, ~~2024~~ 2026

BID NUMBER: _____

FIRM: Martin Marietta Materials, Inc.
(Print Full Legal Name)

AUTHORIZED SIGNATURE: _____

Print Name: Trevor Norton

Print Title: Area General Manager Date: March 25th, 26

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Martin Marietta Materials, Inc., 1627 Cole Blvd., Ste. 200, Lakewood, CO 80401

(name and address of Contractor)

as Principal, and

Hartford Fire Insurance Company, One Hartford Plaza, BOND, T-14, Hartford, CT 06155

(name and address of Surety)

as Surety, are hereby held and firmly bound unto the City of Wheat Ridge as Owner in the penal sum of

Five (5%) Percent of Amount Bid----------($ 5% of amt. bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed this 25th day of March, 2026

The condition of the above obligation is such that whereas the Principal has submitted to the City of Wheat Ridge a certain BID, attached hereto and hereby made a part hereof, to enter a contract in writing for the Project titled

26-10, 2026 Residential Streets Project.

NOW, THEREFORE,

1. If said Bid shall be rejected or,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with the said Bid) and shall furnish a Bond for his faithful performance of said Contract, and for the payment for all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Martin Marietta Materials, Inc.

Tyler Birch

Tyler Birch (Principal/Contractor)

Hartford Fire Insurance Company

Rebeca L. Gómez Porras (Surety)
Attorney-In-Fact

By: Rebeca L. Gómez Porras

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AON Risk Services South / Northeast & Martin Marietta Materials, Inc.
Agency Code: 20-260517 & 10-253483

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of Unlimited:***

1. *Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire, Debra A. Deming, Jennifer Jakaitis, and*
2. *Solely with respect to Martin Marrietta bonds, Tyler Birch, Kristy W. Kretzschmar, Rebeca L. Gomez Porras*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

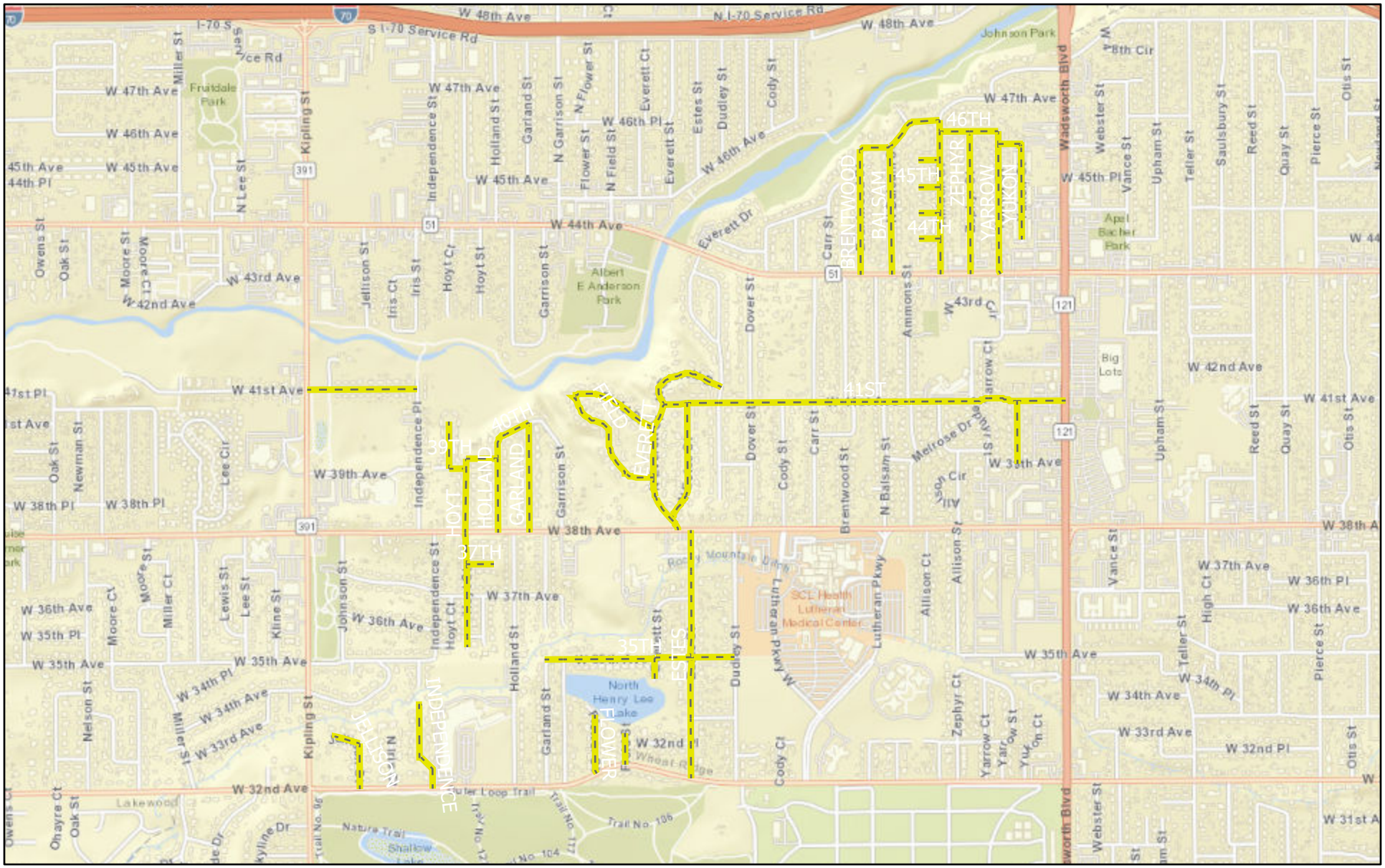
On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Residential Street Paving 2026



3/13/2026

Residential Street Paving 2026

World_Street_Map

1:22,429

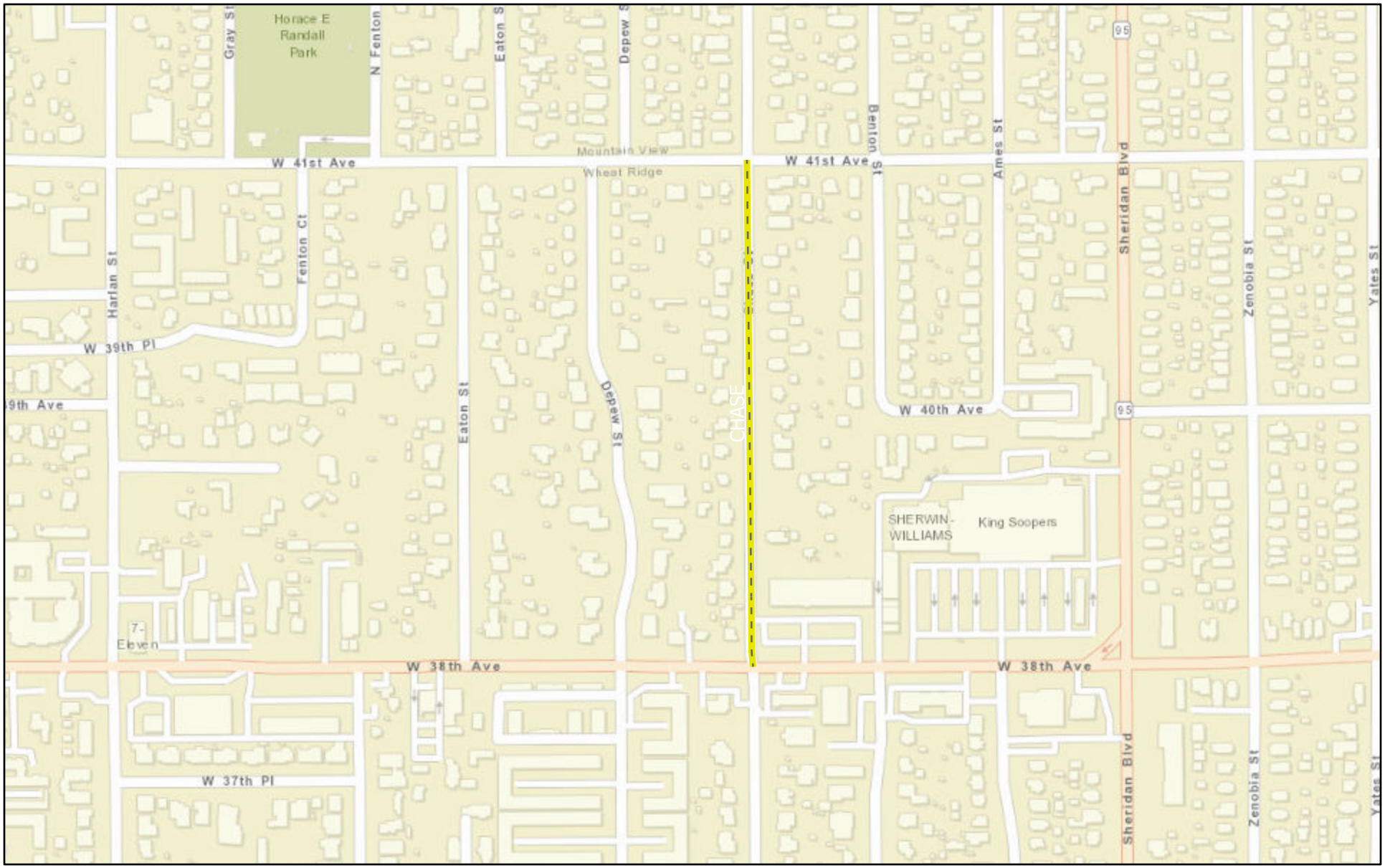
0 0.13 0.25 0.5 mi

0 0.23 0.45 0.9 km

County and City of Denver, Jefferson County, CO, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

ATTACHMENT 2

Residential Street Paving 2026



3/13/2026

Residential Street Paving 2026

World_Street_Map

1:5,607

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

County and City of Denver, Jefferson County, CO, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Parks Paving 2026



3/13/2026

World_Boundaries_and_Places

Parks Paving 2026

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

1:5,607

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

Esri, HERE, Garmin, iPC, Vantor

Parks Paving 2026



3/13/2026

World_Boundaries_and_Places

Parks Paving 2026

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

1:5,607

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

County and City of Denver, Esri, HERE, Garmin, iPC, Vantor

ITEM NUMBER: 1c
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: A MOTION TO APPROVE PAYMENT TO BANK OF OKLAHOMA FOR 2026 PRINCIPAL AND INTEREST PAYMENTS IN THE AMOUNT OF $5,041,500 FOR THE CITY OF WHEAT RIDGE, COLORADO SALES AND USE TAX REVENUE BONDS, SERIES 2024

☐PUBLIC HEARING
☒BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

On October 24, 2024, the city closed on Series 2024 Sales and Use Tax Revenue Bonds in the par amount of $34,845,000 with a net premium of $3,856,048 for a total of $38,701,048. After cost of issuance and the refunding of the 2017A Bond Series, the City received a total of $33,345,000 in project funds. The City's first interest payment for 2026 is due June 1, 2026, in the amount of $793,250, and the first principal and second interest payment is due December 1, 2026, in the amount of $4,248,250. Funds to cover the 2026 payments are budgeted in the 2026 2J Bond Fund budget.

PRIOR ACTION:

On September 9, 2024, Council approved Council Bill No.18, Ordinance No. 1803, authorizing the issuance of the 2024 Bond Series and extending the one half of one percent (0.50%) increase to the Sales and Use Tax rate as a result of the 2J Ballot initiative approved by a majority of the registered electors of the city voting thereon at the November 7, 2023, election.

On August 22, 2016, City Council approved Council Bill No. 17, Ordinance No. 1605, an ordinance giving notice of and calling for a special municipal election to be held November 8, 2016 and submitting a ballot question concerning a temporary increase of one-half of one percent (0.50%) in the City's sales and use tax rate for 12 years, without increasing property tax, and the issuance of debt to finance City investment in public infrastructure to facilitate economic development opportunities.

FINANCIAL IMPACT:

The aggregate principal amount of the bonds totals $34,845,000 with a total repayment cost of $52,639,654.16 by December 1, 2043. The maximum annual repayment cost of the bonds will not exceed $7,700,000.

The 2026 adopted 2J Bond Fund budget includes adequate funds for debt service payments.

BACKGROUND:

Council placed a question on the 2023 ballot, Initiative 2J, asking Wheat Ridge voters to extend the one half of one percent (0.50%) sales tax approved by the voters in 2016 and increase debt up to $75 million. Initiative 2J passed, and on September 9, 2024, Council approved the bond ordinance to issue bonds. The first tranche of bonds closed in October 2024 yielding $33,345,000 million in project funds.

The revenues from the voter approved one-half of one percent (0.50%) tax increase are accounted for in a special fund, discussed below, and will not be released or available for any purposes except for the project categories listed below and to pay debt service on these bonds and to replenish the reserve fund:

- Sidewalk, bike lane, and street improvements on primary street corridors such as 32nd Ave., 38th Ave., 44th Ave, and Youngfield St.

- Filling sidewalk gaps and other sidewalk repair and replacement with an emphasis on major pedestrian corridors and routes to schools

- Drainage and floodplain infrastructure improvements at priority locations in the city.

The 2J Fund was established on November 25, 2024. This fund tracks all pledged revenues (the extended one-half of one percent (0.50%) sales and use tax), bond proceeds and investment earnings, etc. and expenditures (project spending, administrative costs, debt service, etc.) associated with the new revenue bonds.

RECOMMENDATIONS:

The City entered into a Registrar and Paying Agent Agreement with Bank of Oklahoma on October 24, 2024, which requires the City to transfer principal and interest debt payments to the bank by a certain date, otherwise the City will be in default of this agreement. Staff recommend approval of this motion.

RECOMMENDED MOTION:

"I move to approve payment to Bank of Oklahoma for 2026 principal and interest payments in the amount of $5,041,500 for the City of Wheat Ridge, Colorado Sales and Use Tax Revenue Bonds, Series 2024."

Or,

"I move to deny payment to Bank of Oklahoma for 2026 principal and interest payments in the amount of $5,041,500 for the City of Wheat Ridge, Colorado Sales and Use Tax Revenue Bonds, Series 2024 for the following reason(s) _____ _____."

REPORT PREPARED/REVIEWED BY:

Mark Colvin, Finance Manager
Chris Molison, Administrative Services Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Bond Debt Service

BOND DEBT SERVICE

City of Wheat Ridge, CO (Sales Tax Revenue & Refunding Bonds, Series 2024)
Sales Tax Revenue Refunding & Improvement Bonds, Series 2024

Dated Date	10/23/2024
Delivery Date	10/23/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025	-	-	1,055,029.16	1,055,029.16	-
12/01/2025	3,115,000	5.000%	871,125.00	3,986,125.00	5,041,154.16
06/01/2026	-	-	793,250.00	793,250.00	-
12/01/2026	3,455,000	5.000%	793,250.00	4,248,250.00	5,041,500.00
06/01/2027	-	-	706,875.00	706,875.00	-
12/01/2027	1,260,000	5.000%	706,875.00	1,966,875.00	2,673,750.00
06/01/2028	-	-	675,375.00	675,375.00	-
12/01/2028	1,140,000	5.000%	675,375.00	1,815,375.00	2,490,750.00
06/01/2029	-	-	646,875.00	646,875.00	-
12/01/2029	1,200,000	5.000%	646,875.00	1,846,875.00	2,493,750.00
06/01/2030	-	-	616,875.00	616,875.00	-
12/01/2030	1,260,000	5.000%	616,875.00	1,876,875.00	2,493,750.00
06/01/2031	-	-	585,375.00	585,375.00	-
12/01/2031	1,320,000	5.000%	585,375.00	1,905,375.00	2,490,750.00
06/01/2032	-	-	552,375.00	552,375.00	-
12/01/2032	1,390,000	5.000%	552,375.00	1,942,375.00	2,494,750.00
06/01/2033	-	-	517,625.00	517,625.00	-
12/01/2033	1,460,000	5.000%	517,625.00	1,977,625.00	2,495,250.00
06/01/2034	-	-	481,125.00	481,125.00	-
12/01/2034	1,530,000	5.000%	481,125.00	2,011,125.00	2,492,250.00
06/01/2035	-	-	442,875.00	442,875.00	-
12/01/2035	1,605,000	5.000%	442,875.00	2,047,875.00	2,490,750.00
06/01/2036	-	-	402,750.00	402,750.00	-
12/01/2036	1,685,000	5.000%	402,750.00	2,087,750.00	2,490,500.00
06/01/2037	-	-	360,625.00	360,625.00	-
12/01/2037	1,770,000	5.000%	360,625.00	2,130,625.00	2,491,250.00
06/01/2038	-	-	316,375.00	316,375.00	-
12/01/2038	1,860,000	5.000%	316,375.00	2,176,375.00	2,492,750.00
06/01/2039	-	-	269,875.00	269,875.00	-
12/01/2039	1,955,000	5.000%	269,875.00	2,224,875.00	2,494,750.00
06/01/2040	-	-	221,000.00	221,000.00	-
12/01/2040	2,050,000	5.000%	221,000.00	2,271,000.00	2,492,000.00
06/01/2041	-	-	169,750.00	169,750.00	-
12/01/2041	2,155,000	5.000%	169,750.00	2,324,750.00	2,494,500.00
06/01/2042	-	-	115,875.00	115,875.00	-
12/01/2042	2,260,000	5.000%	115,875.00	2,375,875.00	2,491,750.00
06/01/2043	-	-	59,375.00	59,375.00	-
12/01/2043	2,375,000	5.000%	59,375.00	2,434,375.00	2,493,750.00
	34,845,000		**17,794,654.16**	**52,639,654.16**	**52,639,654.16**

ATTACHMENT 1

ITEM NUMBER: 2
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 10-2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING VEHICULAR PUBLIC NUISANCE

☐PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS
☒ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
The Ordinance revises the definition of "vehicular public nuisance" to facilitate tow and impound of vehicles identified as having been used to elude or otherwise having been used in the commission of a crime.

PRIOR ACTION:
Council adopted Article V of Chapter 13 of the code in 2022, defining "vehicular public nuisance" and empowering the Municipal Court to issue temporary restraining orders to have motor vehicles towed and impounded.

FINANCIAL IMPACT:
None

BACKGROUND:
The 2022 ordinance defining "vehicular public nuisance" has been used effectively to address street racing. However, in practice, it has not been available to tow and impound vehicles which have been used to elude a police office or for other crimes. The Police Department reports that this issue is significant. In 2024, there were 111 incidents of this nature, in 2025, 59 incidents, and so far, this year there have been 14 incidents.

This ordinance amends the definition of "vehicular public nuisance" to address this issue, while also removing any requirement that identification of the driver be a precondition to tow and impound. This to address the fact that the enforcement tool can be used with respect to the vehicle, not any single driver.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 10-2026, an ordinance amending the Wheat Ridge Code of Laws concerning vehicular public nuisance; order it published, public hearing set for Monday May 11, 2026, at 6:30 p.m., as a virtual meeting and in City Council Chambers, 7500 West 29th Avenue, and that it take effect upon adoption at second reading as provided by Section 5.11 of the Charter."

Or,

"I move to postpone indefinitely Council Bill No. 10-2026, an ordinance amending the Wheat Ridge Code of Laws concerning vehicle public nuisance, for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Gerald Dahl, City Attorney
Eric Kellogg, Division Chief
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 10-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
Council Bill No. 10
Ordinance No. 1843
Series 2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING VEHICULAR PUBLIC NUISANCE

WHEREAS, the City of Wheat Ridge (the "City") is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-23-101, the City, acting through its City Council (the "Council"), is authorized to adopt ordinances for the protection of the public health, safety or welfare; and

WHEREAS, in the exercise of this authority, the City Council has previously adopted Ordinance No. 1737, Series 2022, which ordinance enacted Article V of Chapter 13 of the Wheat Ridge Code of Laws concerning vehicular public nuisances; and

WHEREAS, Article V addresses the threats to public safety arising from the operation of motor vehicles in various illegal and dangerous ways; and

WHEREAS, Article V further provides various remedies, but does not specifically address the ability of the police department to request tow and impound of vehicles known to have been used in eluding or attempting to elude a peace officer; and

WHEREAS, the City Council finds that revising the definition of vehicular public nuisances will enhance public safety by removing such vehicles from circulation, will serve as a deterrent to future use of vehicles for eluding, will aid in the preservation of evidence and aid investigation of crimes committed in association with such vehicles, and enhance efficiency in the use of police officer time.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. The definition of "Vehicular public nuisance" in Section 13-81 of the Wheat Ridge Code of Laws is hereby amended as follows:

(a) *Vehicular public nuisance* means any motor vehicle used to commit, conduct, promote, facilitate or aid in the commission of illegal street racing activity. For purposes of this section the underlying criminal or traffic violation forming the basis of the illegal street racing activity shall have the same definition as that contained in the pertinent section(s) of the Colorado Revised Statutes

(C.R.S.), as amended, the pertinent section(s) of this Code as amended, the pertinent section(s) of this article, or the pertinent section(s) of the Model Traffic Code as amended. Evidence of the existence of a vehicular public nuisance shall include, but not be limited to, evidence that the motor vehicle was used in one (1) or more of the following street racing related illegal activities:

(1) All acts defined as illegal street racing in this article;

(2) Careless driving as prohibited in Model Traffic Code section 1402 and/or C.R.S. 42-4-1402;

(3) Eluding or attempting to elude a police officer as prohibited in Model Traffic Code section 1413 and/or C.R.S. 42-4-1413;

(4) Vehicular eluding as prohibited in C.R.S. 18-9-116.5;

(5) Minimum speed regulations as described in Model Traffic Code section 1103 and/or C.R.S. 42-4-1103;

(6) Obstructing highways or other passageways as prohibited in C.R.S. 18-9-107;

(7) Reckless driving as prohibited in Model Traffic Code section 1401 and/or C.R.S. 42-4-1401;

(8) Speed contests—speed exhibitions—aiding and facilitating as prohibited in Model Traffic Code section 1105 and/or C.R.S. 42-4-1105;

(9) Trespassing as prohibited in Code section 16-46.

(b) *VEHICULAR PUBLIC NUISANCE* ALSO INCLUDES ANY MOTOR VEHICLE REASONABLY IDENTIFIED BY A POLICE OFFICER HAVING PROBABLE CAUSE TO BELIEVE THE VEHICLE HAS BEEN USED IN THE COMMISSION OF A CRIME, OR HAS BEEN OTHERWISE IDENTIFIED, INCLUDING BUT NOT LIMITED TO:

(1) ELUDING OR ATTEMPTING TO ELUDE A POLICE OFFICER UNDER MODEL TRAFFIC CODE SEC.14.13 AND/OR CRS 42-4-1413;

(2) ELUDING AS PROHIBITED BY CRS 18-9-116.5; OR

(3) HAS BEEN IDENTIFIED BY A POLICE OFFICER AS A VEHICLE SUBJECT TO AN ATTEMPT TO LOCATE (ATL) REPORT.

Section 2. Section 13-84(a) of the Code of Laws is amended to read:

(a) If the chief of police finds and determines upon probable cause that a vehicle is a nuisance vehicle and that ~~the driver's~~ continued use of the vehicle would cause a threat to public health, safety, and welfare; the chief of police may immediately seize the vehicle at the time of the offense without prior notice to the record owner.

Section 3. Severability, Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall take effect upon adoption at second reading as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 27th day of April 2026, ordered published in full on the City's website as provided by the Home Rule Charter, and Public Hearing and consideration on final passage set for May 11, 2026, at 6:30 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___, this ____ day of _____2026.

SIGNED by the Mayor on this ____ day of _____, 2026.

_____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

Approved as to Form:

_____

Gerald E. Dahl, City Attorney

First Publication: April 28, 2026
Second Publication: May 12, 2026
Effective Date: May 11, 2026

Published:
Jeffco Transcript and www.ci.wheatridge.co.us

ITEM NUMBER: 3
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 19-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $6,047,194 TO ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF LOCAL AFFAIRS

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City of Wheat Ridge was awarded approximately $4.5 million in funding from the State of Colorado Department of Local Affairs Transit Oriented Communities Infrastructure grant program to support Foothills Regional Housing. The funds will be used to pay for public infrastructure improvements for the Ridge Road Master Plan development. The city must accept the grant award to receive and appropriate the funding in the annual budget.

PRIOR ACTION:

On December 8, 2025, city council approved a resolution supporting the grant application.

FINANCIAL IMPACT:

The total public infrastructure cost is $6,047,194. The Transit Oriented Communities Infrastructure (TOCI) grant award is $4,535,396, and the required local match is $1,511,798 (25% of total project cost), which will be paid by Foothills Regional Housing (FRH). As the pass-through entity, the city will not incur a long-term financial obligation but must budget the full grant amount in the 2026 budget.

BACKGROUND:

Under House Bill (HB) 24-1313, the state legislature created the TOCI grant program to fund public infrastructure that supports affordable housing in certified Transit Oriented

Communities (TOC). The city applied for the grant in December 2025.

In February 2026, the city was awarded approximately $4.5 million on behalf of Foothills Regional Housing to fund essential public improvements at the proposed development. This includes improvements along Miller Street, 54th Avenue, and Ridge Road, and public utilities to upsize the capacity of existing sewer lines for the Ridge Road Master Plan development. The Ridge Road Master Plan will include a phased development of up to 200 affordable homes for seniors and families earning 30% to 60% Area Median Income (AMI) by Foothills Regional Housing, and a new nursing school facility for Red Rocks Community College.

The city will receive TOC certification by May 2026 as required by the grant. City council approved the zoning for the project on October 27, 2025, and the first phase of entitlement review is underway. The project aims to break ground on the construction of public improvements by the beginning of 2027.

RECOMMENDATIONS:

Staff recommend approval of the resolution supporting the budget supplemental to appropriate the grant funds in the 2026 annual budget.

RECOMMENDED MOTION:

"I move to approve Resolution No. 19-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $6,047,194 to accept grant funds from the Department of Local Affairs."

Or,

"I move to postpone indefinitely Resolution No. 19-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $6,047,194 to accept grant funds from the Department of Local Affairs, for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Shannon Terrell, Senior Housing Planner
Jana Easley, Planning Manager
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 19-2026
2. Grant Award Letter

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 19

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $6,047,194 TO ACCEPT GRANT FUNDS FROM THE DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, the Ridge Road Master Plan development has a total expected infrastructure cost of $6,047,194; and

WHEREAS, the City received a $4,535,396 grant from the Colorado Department of Local Affairs (DOLA) Transit Oriented Communities Infrastructure (TOCI) Grant Program to fund public infrastructure improvements to the Ridge Road Master Plan development; and

WHEREAS, the TOCI grant program has a required match of $1,511,798 (25%) which will be paid by Foothills Regional Housing (FRH); and

WHEREAS, the city will function as the pass-through entity for both the grant and matching funds as established by grant and sub-recipient agreements; and

WHEREAS, the City Council wishes to accept and appropriate these funds for the total infrastructure cost into the 2026 Fiscal Year Housing Fund budget; and

WHEREAS, the Wheat Ridge Charter requires that supplemental appropriations to the budget be approved by the City Council through a resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

Section 1. The 2026 Housing Fund Budget is hereby amended to reflect a supplemental budget appropriation as follows:

- $6,047,194 in Housing Fund account 450-70750-101 for the expenditure and revenues are amended accordingly.

ATTACHMENT 1

DONE AND RESOLVED this 27th day of April 2026

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Janeece Hoppe, City Clerk

ATTACHMENT 1

COLORADO
Department of Local Affairs
Division of Local Government

February 16, 2026

The Honorable Kory Stites, Mayor
City of Wheat Ridge
7500 W 29th Avenue
Wheat Ridge, CO 80033

RE: TOCI 25-001 City of Wheat Ridge - Ridge Road Infrastructure Project

Dear Mayor Stites:

Congratulations! After a thorough review, I am excited to offer a Transit Oriented Communities Grant Program (TOCI) award in the amount of $4,535,396 to assist with the Ridge Road Infrastructure Project. The TOCI grant request may cover soft costs up to 25% of the grant award ($1,133,849).

TOCI was established by HB24-1313 (C.R.S. § 29-35-210 et seq.) to support the efforts of local governments to upgrade infrastructure and support regulated affordable housing in Transit Centers and Neighborhood Centers within certified Transit Oriented Communities (TOC). The Department of Local Affairs (DOLA), Colorado Energy Office (CEO), and Colorado Department of Transportation (CDOT) are partnering on this program to provide multi-disciplinary support to grantees.

Your project was reviewed based on a variety of factors, including your community's readiness and capacity, local support, impact on housing and mixed-use development needs, and stakeholder engagement strategy. DOLA is available at any point to assist with your project. We support your project design for upgraded infrastructure and are excited to share your results with other local governments, the Governor's Office, and the legislature.

COLORADO
Department of Local Affairs
Division of Local Government

Please work with the Housing & Transit Grant Program Manager, Ashley Basham (ashley.basham@state.co.us), to complete the grant agreement process. Any funds expended before the grant agreement (contract) is fully executed cannot be included in the contract budget or reimbursed by the State. **DOLA will execute these contracts after TOC certification is completed (within 90 days of this Notice of Award per TOCI guidelines)**. Please work with DOLA's Technical Assistance Unit to complete TOC certification.

I wish you success with your project. Thank you for advancing efforts to build more attainable, affordable housing across the state.

Sincerely,

Maria De Cambra
DOLA Executive Director

cc: Jessie Danielson, State Senator
Monica Duran, State Representative
Lesley Dahlkemper, Jefferson County
Todd Leopold, DOLA Regional Manager
Pamm Gibson, DOH Development Specialist

ITEM NUMBER: 4
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 20-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $2 MILLION TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City of Wheat Ridge was awarded $2 million in federal Community Project Funding, secured through Congressionally Directed Spending approval by Representative Brittany Pettersen. The funding is administered by the U.S. Department of Housing and Urban Development and will support Foothills Regional Housing's acquisition of Fruitdale School Lofts to preserve the long-term affordability of the 16-unit apartment building.

The City must approve a supplemental budget appropriation to receive, budget, and disburse the funds at closing.

PRIOR ACTION:

At a special study session on February 24, 2025, staff presented the proposed sale of Fruitdale School Lofts. Council supported the proposed terms of the sale between Fruitdale School Partners (FSP) and Foothills Regional Housing (FRH), including the allocation of $2 million in CPF funds to support the acquisition.

On May 12, 2025, council approved a termination agreement and funding agreement necessary for the sale to proceed.

FINANCIAL IMPACT:

The total grant award of $2 million will support the acquisition as required by the

previously executed funding agreement. Upon successful closing of the property, the city will receive reimbursement in the amount of $1,085,000 for the loan that was made to Fruitdale School Lofts based on the original 2016 development agreement.

BACKGROUND:

The Fruitdale School Lofts is a 16-unit apartment building originally redeveloped by Fruitdale School Partners, in partnership with the city and Wheat Ridge Housing Authority, to preserve the former historic Fruitdale School and provide a mix of market-rate and income-restricted housing.

In early 2024, the city was awarded $2 million in federal Community Project Funding (CPF), secured through Congressionally Directed Spending approval by Representative Brittany Pettersen. The funding is administered by the U.S. Department of Housing and Urban Development (HUD) and was awarded to purchase naturally occurring affordable housing (NOAH) in the city.

Also in early 2024, Fruitdale School Partners (FSP) and the city approached Foothills Regional Housing (FRH) to discuss a potential change in ownership. As a trusted affordable housing provider, FRH was approached because of a desire to ensure long-term affordability for all 16 units. The sale of the property to FRH would expand affordability from five units to all units serving households earning up to 80% of Area Median Income (AMI), while maintaining existing community amenities and ensuring existing tenants remain.

In February 2025, council provided consensus to allocate the full $2 million to FRH to help with acquisition cost of the property.

In March 2025, HUD approved the use of these funds to acquire Fruitdale School Lofts. A subrecipient agreement has been executed with FRH, requiring compliance with all applicable federal requirements.

As a condition of the federal funding, the project must complete HUD's environmental review process, which has extended the project timeline. Final environmental clearance is anticipated in the coming months, with closing to follow pending completion of all federal requirements.

Supplemental Budget Appropriation

This supplemental budget appropriation is required to formally recognize and appropriate the $2 million in federal CPF funds within the City's 2026 budget.

Approval of this supplemental budget appropriation will:

- Authorize the city to receive and budget the federal funds;
- Allow for disbursement of the funds at the time of closing, consistent with the

grant and subrecipient agreement; and
- Ensure funds are available without delay once all federal requirements are met.

RECOMMENDATIONS
Staff recommend approval of this resolution and supplemental budget appropriation to ensure the timely disbursement of funds upon closing.

RECOMMENDED MOTION:
"I move to approve Resolution No. 20-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2 million to accept grant funds from the U.S. Department of Housing and Urban Development."

Or,

"I move to postpone indefinitely Resolution No. 20-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2 million to accept grant funds from the U.S. Department of Housing and Urban Development, for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:
Shannon Terrell, Senior Housing Planner
Jana Easley, Planning Manager
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:
1. Resolution No. 20-2026

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 20

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $2 MILLION TO ACCEPT GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, in 2024, the City received a $2 million grant from the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) Program to fund naturally occurring affordable housing (NOAH) in Wheat Ridge; and

WHEREAS, on February 24, 2025, City Council allocated all CPF funds to Foothills Regional Housing to support the acquisition of Fruitdale School Lofts (Property); and

WHEREAS, in March 2025, HUD approved the use of the funds for the acquisition of the Property; and

WHEREAS, on May 12, 2025, City Council approved a funding agreement, allowing the sale of the Property to proceed; and

WHEREAS, the City Council wishes to accept and appropriate the $2,000,000 from HUD into the 2026 Fiscal Year Housing Fund budget; and

WHEREAS, the Wheat Ridge Charter requires that supplemental appropriations to the budget be approved by the City Council through a resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

Section 1. The 2026 Housing Fund Budget is hereby amended to reflect a supplemental budget appropriation as follows:

- $2,000,000 in Housing Fund account 450-70750-101 for the grant funds expenditure and revenues are amended accordingly.

ATTACHMENT 1

DONE AND RESOLVED this 27th day of April 2026

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Janeece Hoppe, City Clerk

ATTACHMENT 1

ITEM NUMBER: 5
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 21-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $600,000 TO ACCEPT A GRANT AWARD FROM THE DENVER REGIONAL COUNCIL OF GOVERNMENTS

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

In March 2026, the Denver Regional Council of Governments (DRCOG) awarded the City of Wheat Ridge $600,000 through the Building Policy Collaborative Jurisdictional Support Subaward Program to support building decarbonization policy development, adoption, and implementation efforts. Council action is requested to accept this grant award and to approve the corresponding supplemental budget appropriation for the $600,000 grant award.

PRIOR ACTION:

None.

FINANCIAL IMPACT:

These grant funds have not been appropriated in the 2026 budget. This resolution will amend the budget to accept these grant funds and appropriate the funds in the General Fund. The $600,000 can be used over a multi-year period through September 2029.

BACKGROUND:

The Denver Regional Council of Governments (DRCOG) received approximately $199.7 million from the U.S. Environmental Protection Agency through the Climate Pollution Reduction Grant program to implement a regional building decarbonization initiative focused on reducing greenhouse gas emissions from the building sector. As part of this effort, DRCOG established the Building Policy Collaborative (BPC), a multi-jurisdictional

initiative that will develop a regional building decarbonization roadmap and support local governments in adopting and implementing policies that reduce emissions from new and existing buildings.

As part of the BPC, DRCOG is allocating approximately $34.8 million for jurisdictional support subawards to provide funding directly to local governments to build capacity and advance building decarbonization policies. Wheat Ridge has been awarded $600,000 through this subaward program to support participation in the BPC and advance local efforts related to building decarbonization. Wheat Ridge will use this funding over a multi-year period through September 2029 to provide third-party technical assistance, support staff training and certification, and implement policies and programs that align with regional decarbonization goals for new and existing buildings.

The majority of Wheat Ridge's funding will support consultant services to assist with evaluating and aligning BPC policy recommendations with Wheat Ridge's recently adopted plans including the Sustainability Action Plan and City Plan, facilitating stakeholder and elected official engagement, supporting policy refinement and adoption, and assisting with implementation, internal integration, and communicating the results of these efforts to the Wheat Ridge community.

This grant will provide critical capacity for Wheat Ridge to participate in a coordinated regional effort while advancing local sustainability goals in a manner that reflects the City's priorities, staff capacity, and community context.

RECOMMENDATIONS:

Staff recommend City Council approve the budget supplemental of $600,000 for the purpose of accepting grant funds from Denver Regional Council of Governments.

RECOMMENDED MOTION:

"I move to approve Resolution No. 21-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $600,000 to accept a grant award from the Denver Regional Council of Governments."

Or,

"I move to postpone indefinitely Resolution No. 21-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $600,000 to accept a grant award from the Denver Regional Council of Governments for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Mary Hester, Sustainability Coordinator
Amanda Harrison, Communications and Engagement Manager
Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 21-2026
2. Grant Agreement

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 21

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $600,000 TO ACCEPT A GRANT AWARD FROM THE DENVER REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, the Denver Regional Council of Governments (DRCOG) received funding from the U.S. Environmental Protection Agency through the Climate Pollution Reduction Grant program to support regional greenhouse gas emissions reduction efforts; and

WHEREAS, DRCOG established the Building Policy Collaborative (BPC) to develop a regional building decarbonization roadmap and support local governments in adopting and implementing policies to reduce emissions from new and existing buildings; and

WHEREAS, DRCOG has made funding available to member jurisdictions through the BPC Jurisdictional Support Subaward program, and the City of Wheat Ridge has been awarded $600,000 through this program; and

WHEREAS, the grant funds have not been appropriated in the 2026 budget and require a supplemental budget appropriation; and

WHEREAS, the City Council wishes to accept this funding and directs the City Manager to execute an agreement with DRCOG for the aforementioned purposes set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO AS FOLLOWS:

1. The City of Wheat Ridge hereby accepts the DRCOG BPC grant funding in the amount of $600,000 and directs the City Manager to execute an agreement with DRCOG for the purpose of accepting this grant funding.

2. A transfer of $600,000 is hereby approved from the General Fund undesignated reserves to account 100-70750-119 and the 2026 revenues are amended accordingly.

ATTACHMENT 1

DONE AND RESOLVED this 27th day of April 2026

_____
Korey Stites, Mayor

ATTEST:

_____
Janeece Hoppe, City Clerk

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

SUBAWARD AGREEMENT
BY AND BETWEEN THE

DENVER REGIONAL COUNCIL OF GOVERNMENTS
1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

CITY OF WHEAT RIDGE
7500 West 29th Avenue
Wheat Ridge, Colorado 80033
("Subrecipient/Contractor")

Project Number: 705025 Agreement Number: EX26013

Subrecipient's Unique Entity Identifier in SAM: TEAYNF4J6VC8
Federal Award Identification Number: 00I18200
CFDA Number: 66.046 – Climate Pollution Reduction Grant
EPA Award Date: 10/10/2024

This Agreement ("Agreement") is made by and between the Denver Regional Council of Governments ("DRCOG") and City of Wheat Ridge ("Subrecipient").

RECITALS

A. Subrecipient is also identified as "Contractor" in this Agreement which has been funded with an award of Federal funds from the Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to design and implement greenhouse gas (GHG) reduction programs, policies, projects, and measures identified in a Prior Climate Action Plan (PCAP) through four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these GHG reductions and community benefits; and pursuit of innovative policies and programs that are replicable and can be scaled up across multiple jurisdictions (the "Project").

B. DRCOG desires to engage the Subrecipient for the purpose of providing services related to the Project as further described herein (the "Services").

C. The Subrecipient represents that it has the special expertise, qualifications and the background necessary to complete the Services.

ATTACHMENT 2

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

TERMS

1. Scope of Services

The Subrecipient agrees to provide the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Subrecipient shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. In its sole discretion, DRCOG may contract with other subrecipients to provide the same or similar services during the term of this Agreement.

2. Term

The term of this Agreement shall commence upon execution and shall end September 30, 2029. No work shall commence and no costs shall be incurred prior to the execution of this Agreement, as reflected by the execution date herein.

This Agreement may be terminated as follows:

2.1 Termination of Agreement for Cause

If through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, DRCOG shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Subrecipient with an opportunity to cure, which must be requested in writing no less than 14 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Subrecipient fails to correct the breach. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of DRCOG, become its property, and subject to DRCOG's right of setoff, the Subrecipient shall be entitled to receive compensation for any satisfactory work completed on such documents or other materials which were completed to the satisfaction of DRCOG. Notwithstanding the above, the Subrecipient shall not be relieved of liability to DRCOG for any damages sustained by DRCOG by virtue of any breach of the Agreement by the Subrecipient, and DRCOG may withhold all payments to the Subrecipient for the purpose of setoff for damages due DRCOG.

2.2 Termination for Convenience of DRCOG

DRCOG and Subrecipient may terminate this Agreement at any time by giving 30 days written notice to the Subrecipient of such termination. If the Agreement is terminated by DRCOG as provided herein, the Subrecipient will be paid for services satisfactorily rendered through the date of termination in accordance with the tasks and rates set forth in **Exhibit B**.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

2.3 Termination Due to Loss of Funding

The parties hereto expressly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG for the purpose of contracting for the services provided for herein. Therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Agreement without liability, including costs for termination.

3. Payment.

3.1 Payment Amount

The total cost of the Agreement shall not exceed Six Hundred Thousand Dollars ($600,000.00). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Subrecipient's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses. Services cannot commence prior to an executed contract.

3.2 Invoices and Payment

a. DRCOG shall pay the Subrecipient in the amounts and in accordance with the project budget attached hereto as Exhibit B and incorporated herein by reference.
b. Reimbursement Requests. Contractor shall submit a reimbursement request in a form prescribed by DRCOG. Such report and request shall be filed on or before the fifteenth day of the month following the month in which services are provided, throughout the term of the Contract. If the fifteenth of the month falls on a holiday or weekend, then submissions shall be due the business day prior to the fifteenth. Failure to submit the monthly reimbursement request by the fifteenth day of the following month will delay processing of payments until the next calendar month. Final billing on the Agreement must be received within 30 days after the end of the Agreement term. Contractor is responsible for the timely filing, completeness and accuracy of all reimbursement requests. All payments are subject to verification by DRCOG. DRCOG agrees to reimburse Contractor via Electronic Funds Transfer (EFT) (Attachment B) into the bank account designated by Contractor upon approval of reimbursement request during regularly scheduled payment cycles.
c. DRCOG pays on a Net 30 following receipt of invoices, so long as the amount invoiced correctly represents Work completed by Subrecipient and is approved by DRCOG's Program Manager. If it is determined that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct the invoice. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.
d. DRCOG agrees to pay Subrecipient each month into the bank account designated by Subrecipient via Electronic Funds Transfer (EFT) upon approval of invoices during regularly scheduled payment cycles (5th and the 20th).

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

4. Allowable Costs

Subrecipient shall only be reimbursed for costs incurred for the performance of this Agreement which are determined by DRCOG to be allowable, allocable, and reasonable in accordance with the following Federal cost principles, as from time to time amended:

1. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Parts 200 and 1500.

2. 2 CFR 200.216 concerning the prohibition on certain telecommunications and video surveillance service equipment or services.

3. Expenses shall not exceed U.S. General Services Administration ("GSA") per diem rates available at: http://www.gsa.gov/portal/content/104877.

4. Air travel must be pre-approved by DRCOG. All air travel must be at the lowest, reasonably available coach fare. First class or business class travel is not authorized

5. Use of Funds

Subrecipient shall use funds only for eligible costs identified herein and/or in the project budget **(Exhibit B).** Subrecipient may adjust budgeted expenditure amounts up to 10% between line items of said Budget without approval of DRCOG. Budget line item adjustments exceeding 10% must be submitted in advance of actual expenditure and receive written approval by DRCOG's Chief Operating Officer. Approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. Budget adjustments shall not increase DRCOG's total consideration beyond the maximum amounts designated in Section 3 without an amendment to this Agreement.

6. Assurances.

In addition to all other obligations contained herein, Subrecipient agrees: (a) to proceed with diligence and promptness and to perform the Services in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area; and (b) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Subrecipient as an employer.

7. Inspection and Audit.

DRCOG and its duly authorized representatives shall have access to any books, documents, papers, and records of the Subrecipient that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

8. Colorado Governmental Immunity Act.

If the Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-72-200.1, et seq., as amended ("Act"), Subrecipient assumes

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform under this Agreement. By agreeing to this provision, Subrecipient does not waive or intend to waive the limitations on liability which are provided to the Subrecipient under the Act.

9. Insurance.

A. Subrecipient shall procure and maintain and shall cause each subrecipient hired by Subrecipient to perform services under this Agreement to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Subrecipient pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Subrecipient to maintain such continuous coverage:

1. Workers' Compensation in statutory limits.
2. Employer's Liability Insurance: $100,000/ each accident, $500,000/ disease - policy limit, and $100,000/ disease - each employee.
3. Comprehensive General Liability Insurance: $1,000,000/Occurrence
4. Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: $1,000,000/each accident.
5. Professional Liability Insurance: $1,000,000/Claim.
6. Security & Privacy Liability or Cyber Risk insurance: $1,000,000/Occurrence

B. DRCOG, its officers and employees are to be named as additional insured for both the Subrecipient's General and Automobile Liability policies under sections Certificate Holder and Description of Operations. In addition, the term of said Agreement and the Agreement number must be outlined under the Description of Operations.

C. All coverages shall be continuously maintained from the date of commencement of Services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Subrecipient so as to maintain such continuous coverage. The Subrecipient shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, its agencies, institutions, organizations, officers, agents, employees and volunteers.

D. The insurance company shall endeavor to notify DRCOG of any cancellation of the insurance policy with 30 days' notice.

E. The Subrecipient shall provide certificates showing adequate insurance coverage, as required above to DRCOG with the signed Agreement. Subrecipient shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Agreement, Subrecipient, shall, within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG of compliance with the provisions of this Section.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

F. If the Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-72-200.1, et seq., as amended ("Act"), the Subrecipient shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

10. Assignment.

This Agreement shall not be assigned by Subrecipient without the prior written consent of DRCOG.

11. Rights In Data, Documents, and Computer Software.

11.1 Deliverables.

Subrecipient agrees to provide to DRCOG a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use any software, research, reports, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, computation sheets or materials prepared by the Subrecipient in the performance of its obligations under this contract (the "Deliverables"), for the purpose of DRCOG. The Subrecipient shall deliver all Deliverables to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract.

11.2 Exclusive Property of DRCOG.

Any software (including source code), research, reports, proposals, studies, estimates, data, photographs, negatives or other documents, plans, drawings, memoranda, ideas, concepts, know-how, computation sheets or materials, and information provided by or on behalf of DRCOG to the Subrecipient (collectively "DRCOG Materials") are the exclusive property of DRCOG and all such materials shall be delivered by the Subrecipient to DRCOG at no further expense to DRCOG upon completion, termination, or cancellation of this contract. Subrecipient shall not use, willingly allow, cause or permit DRCOG Materials to be used for any purpose other than the performance of Subrecipient's obligations under this contract without the prior written consent of DRCOG.

11.3 Exclusive Property of Subrecipient.

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to DRCOG as set forth in subsection 12.1, above, or by separate license agreement: (i) entered into as an exhibit to this Agreement, (ii) obtained by DRCOG from the applicable third-party vendor, or (iii) in the case of open-source software, the license terms set forth in the applicable open-source license agreement.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

11.4 Intellectual Property Indemnification.

To the extent permitted by law, Subrecipient agrees to indemnify, save, and hold harmless DRCOG against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorney fees and costs) incurred by DRCOG in relation to any claim that any Service, Deliverable, or software provided by Subrecipient under this Agreement, or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. If any Service, Deliverable, or software is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Subrecipient shall, at its own expense, either: (i) procure for DRCOG the right to continue to use the Service, Deliverable, or software; (ii) modify the Service, Deliverable, or software to make it non-infringing, provided that such modification does not materially adversely affect DRCOG's authorized use of the Service, Deliverable, or software; (iii) replace the Service, Deliverable, or software with a functionally equivalent non-infringing program at no additional charge to DRCOG; or (iv) if none of the foregoing alternatives is reasonably available to Subrecipient, either party may terminate this Agreement. Any reference to the "DRCOG" in this Subsection shall be deemed to include officers and employees of the DRCOG.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the Contractor of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*. or the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq*. as applicable, as now or hereafter amended. The Contractor, by execution of this Contract containing this indemnification clause does not waive the operation of any law concerning the Contractor's ability to indemnify.

12. Performance Reports.

Subrecipient agrees to submit quarterly performance progress reports in accordance with the Subrecipient's Scope of Work to their designated project manager within 30 days following quarter end. Subrecipient also agrees to submit a semi-annual report by the 15th of the month following the 6-month reporting period (i.e. October-March reporting would be due by April 15 and April-September reporting would be due by October 15). DRCOG will include a reporting template. Reporting could include reporting on appliable areas, which may include without limitation: (1) comparison of actual technical progress and milestones achieved during the reporting period to outputs/outcomes and performance measures identified in the Scope of Services; (2) budget update; (3) if necessary, the reasons why any timelines/milestones were missed; (4) community engagement activities conducted in low-income and disadvantaged communities; (5) strategies for mitigating environmental risks; (6) climate resiliency planning, siting, design, and operation; (7) updates to key contacts and/or changes to the roles and responsibilities of key contacts; (8) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s); (9) as applicable, updates regarding changes to contracts, subgrants, and participant support costs; (10) progress on generating high-quality jobs with a diverse, highly skilled workplace; and (11) summary of anticipated activities for the next period. The deadlines for and forms of such reports shall be determined by DRCOG. Notwithstanding the foregoing, Subrecipient agrees to report adverse conditions that will materially impair Subrecipient's ability to meet the output/outcomes specified in its Scope of Services.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Subrecipient agrees to inform DRCOG immediately rather than waiting until the next performance report is due.

13. Annual Evaluation

The subaward project is subject to review by DRCOG at least annually. For the evaluation, DRCOG shall review project performance against contract terms and project objectives together with any proposed revisions to project plan and budget details as described in Exhibit A. Any changes to the project scope, deliverables, timeline, or budget shall not be implemented without a formal amendment to this Agreement.

Subrecipient shall satisfactorily resolve any findings or issues identified as part of the evaluation. Furthermore, any unspent funds may be subject to forfeiture by subrecipient and, at DRCOG's discretion, reallocated to other subawards.

14. Quality Assurance (QA) Requirements.

If Subrecipient's service(s) involve the collection, evaluation, or use of environmental data, such activities must comply with DRCOG's Quality Assurance (QA) program as outlined in its Quality Management Plan. Additional details are outlined in **Exhibit D** attached hereto and incorporated herein by this reference.

15. Accessibility.

If the Services include developing or furnishing software, digital content, or electronic and information technology for DRCOG, the Subrecipient agrees that it shall comply with C.R.S. §24-85-101, et seq., the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology (codified at 8 CCR 1501-11), and Sections 504 and 508 of the Rehabilitation Act (codified at 36 CFR Part 1194).

16. Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be sufficiently given for all purposes if sent by: (a) personal delivery; (b) certified mail or registered mail, postage and fees prepaid, to the address set forth on the first page of this Agreement; or (c) email with read receipt requested to the email address, if any, set forth on the first page of this Agreement. Personally delivered notices are effective upon delivery; mailed notices are effective three (3) business days after mailing; and emailed notices are effective once sent and received. Either party may change their contact information by providing notice to the other party without a formal amendment to this Agreement.

17. Waiver.

A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

18. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action relating to this Agreement shall be in the City and County of Denver, Colorado and federal district courts for the State of Colorado. Nothing herein shall preclude the parties from mutually agreeing to submit to arbitration or mediation to resolve a dispute arising hereunder.

19. Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

20. Subcontractors/Subrecipients

Subrecipient may utilize subcontractors/subrecipients to assist with non-specialized works as necessary to complete projects provided that it first submits any proposed subcontractors/subrecipients and the description of their services to DRCOG for approval. DRCOG will not work directly with the subcontractors/subrecipients.

21. Independent Contractor

The Subrecipient is an independent contractor and not an employee of DRCOG. As an independent contractor, Contractor and its employees are not entitled to workers' compensation benefits except as may be provided by the Contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract relationship. The parties agree that the Contractor is free from the direction and control of DRCOG except such control as may be required by any state or federal statute or regulation, and that DRCOG does not require the Contractor to work exclusively for DRCOG; does not provide tools, training or benefits to the Contractor, and does not dictate the time of performance by the Contractor, except through a completion schedule. Contractor shall not create any indebtedness on behalf of DRCOG.

22. No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Subrecipient, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other

23. Entire Agreement

This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

24. Debarment, Suspension

By signing this Agreement, the Subrecipient represents that its organization and its principals are not suspended or debarred per federal requirements, including but not limited to 2 C.F.R. Part 180.

25. Unique entity ID

System for Award Management (SAM) and Unique Entity ID Requirements: Contractor must obtain a unique entity identifier (UEI), but is not required to fully register in Sam.gov. Contractor shall provide its Unique Entity ID to DRCOG, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information Start here to request a new UEI in SAM.gov .

26. Certificate of good standing

Proof of Registration with Colorado Secretary of State: Contractor shall furnish a Certificate of Good Standing from the Colorado Secretary of State's Office, as proof that it is properly registered to do business in the State of Colorado. Such Certificate shall be provided with the signed Agreement; **provided however, the foregoing shall not apply to the State, its agencies, municipalities, counties, political subdivisions, special districts, or other public entities.**

27. CORA Disclosure.

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, et seq., as may updated.

28. Federal Requirements.

Subrecipient shall at all times during the term of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, including but not limited to the Federal Award Requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference. Subrecipient shall also require compliance with these statutes and regulations in subcontract/subaward agreements associated with this Agreement. Should any new laws, regulations, certifications or assurances, or other guidance documents be issued by the Federal government which are applicable to this Agreement and which contain language to which the Subrecipient cannot comply, this Agreement may be terminated in accordance with Section 2.2.

29. Certification for Federal-Aid Awards.

This section applies if the amount of this Agreement exceeds $100,000. Subrecipient, by signing this Agreement, certifies to the best of its knowledge and belief:

A. No Federal Funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. Subrecipient shall require that the language of this certification be included in any subcontract exceeding $100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Provisions

The parties agree that this Agreement is also subject to the provisions set forth in the Exhibits and Attachments of this Agreement, attached hereto and incorporated herein.

31. Authority

The undersigned signatories of Subrecipient represent that they have been duly authorized to execute this Agreement and have full power and authority to bind Subrecipient to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Subrecipient further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20___ and acknowledge that electronic or digital signatures hereto are the legally binding equivalent to handwritten signatures.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**CITY OF WHEAT RIDGE**
By: _____	By: _____
Douglas W. Rex, Executive Director	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
	Title: _____

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Exhibit A
Scope of Services

Background

The Denver Regional Council of Governments received a $199.7 million Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA) to develop a Building Decarbonization Program focused on reducing climate pollution from the building sector. Within this larger program lies the Building Policy Collaborative (BPC), a subprogram designed to support jurisdictions across the region in implementing new, above state minimum building energy codes and performance standards, permitting reform and other building policies.

As a part of this support, the BPC allocated $34.8 million as formula subawards across all jurisdictions in the DRCOG region. The subawards support local jurisdictions by providing funding for new staff capacity, training and professional development related to decarbonization policies, enhancements to permitting processes, technical assistance on policy development and adoption, community engagement support, and any other activities designed to reduce climate pollution from the building sector.

This subaward is being awarded between DRCOG and the City of Wheat Ridge (hereafter referred to as “Wheat Ridge”) because it meets the requirements and eligible uses, as required by DRCOG and EPA, and will advance Power Ahead Colorado’s goals of reducing greenhouse gases from the built environment within our region. This scope of work (SOW) outlines the activities, processes, and deliverables related to the work that will be performed with this subaward.

Project Summary

In this project, Wheat Ridge will support staff training, technical assistance, and third-party consultant support to assess, refine, adopt, and implement building decarbonization policies aligned with the BPC roadmap. The project includes City Council and community engagement, greenhouse gas goal setting, and integration of adopted policies into Wheat Ridge systems.

Project Goals

Wheat Ridge will work toward the following goals from this project:

- Adoption of 2027 IECC building codes
- BPI and Certified Energy Manager certifications for up to two staff members
- Evaluating BPC aligned policies with Wheat Ridge’s new Sustainability Action Plan and Comprehensive City Plan
- Updated greenhouse gas inventory to understand building-sector emissions and influence greenhouse gas reduction targets

Project Description & Deliverables

Using DRCOG subaward funding, Wheat Ridge will accomplish the following tasks:

Task 1. Project administration, reporting and management:

Work associated with this task will be performed primarily by the project manager with input and participation from the project team and will carry over from year to year of the

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

subaward period on a regular cadence in agreement with DRCOG. Activities will include essential project management, tracking staff time and preparing invoices for reimbursement from DRCOG, preparing project updates and attending update meetings with DRCOG.

Task 2: Staff Support and Training:

Wheat Ridge will utilize funding to support conference attendance as well as training and certification opportunities for staff involved in sustainability, planning, building, and permitting. This task supports the goals of the BPC by enhancing internal expertise to implement and enforce advanced building decarbonization policies. Training and certifications will occur in the second half of the grant period upon DRCOG's approval of relevant policies, programs and conferences.

Task 3. Policy Adoption and Implementation:

This task will be contracted with a third-party consultant who will support the review, vetting, and prioritization of building decarbonization policies that are aligned with the BPC roadmap and Wheat Ridge's recently adopted Sustainability Action Plan and Comprehensive City Plan. Additionally, the consultant will conduct technical analysis to understand building-sector emissions and develop greenhouse gas reduction targets which will provide a data-informed foundation for policy selection. The consultant will also facilitate engagement with Wheat Ridge leadership, peer cities, elected officials and community stakeholder groups. Furthermore, if needed, the consultant will conduct additional cost/equity modeling to support decision-making and legal review as well as additional stakeholder engagement.

Lastly, this will focus on integrating adopted policies and/or programs into the Wheat Ridge's systems and workflows and ensuring that staff, stakeholders, and the broader community are prepared to support and comply with new requirements. Activities will include updating permit forms and internal review processes, conducting staff trainings on newly adopted policies, designing and launching public communication campaign and the development of monitoring tools and integrating metrics for updated codes into existing permitting systems.

Task 4. Technical Assistance:

Wheat Ridge will contract technical assistance with a vendor to provide subject matter expertise to support future code updates and building decarbonization efforts and will provide expertise at public meetings with decision making groups such as City Council, Planning Commission and the Building Code Advisory Board. The vendor will educate decision-makers, answer technical questions, and build consensus around proposed policy and code changes that align with the BPC.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Note: Quality Assurance: *As may be directed by DRCOG, develop a Quality Assurance Project Plan (QAPP) and/or Sampling Analysis Plan (SAP) describing quality assurance measures for project activities involving environmental data collection, analysis and reporting. Plan templates shall be provided by DRCOG. DRCOG and EPA must approve the QAPP and/or SAP before any such technical activities may begin.*

Annual Evaluation
As part of an annual evaluation of the subaward project conducted by DRCOG, the jurisdiction may submit modifications to its scope of work or budget or do so at the request of DRCOG. The jurisdiction shall propose in writing any adjustments to task activities, costs, deliverables, or delivery dates in the remaining term period. Changes may only be implemented upon written approval of DRCOG or, if any are deemed material by DRCOG, following an executed amendment.

Deliverable Table
Deliverables are subject to change and may be updated over time, subject to DRCOG approval. Please note that DRCOG reserves the right to deny reimbursement for costs that do not comply with subaward policies or fall outside the scope of eligible and approved uses. Furthermore, the timeline for some deliverables is dependent upon variables beyond staff control and may need to shift accordingly. During quarterly reporting with DRCOG, jurisdictional staff will address any task timelines that need to be adjusted.

Task	Deliverable	Anticipated Timeline
Ongoing across budget periods		
Task 1. Project Administration, Reporting & Management	Submit cost reporting and backup documentation	Monthly; due by the 15th for prior month costs
Task 1. Project Administration, Reporting & Management	Submit project narrative and meet with DRCOG to provide project updates	Quarterly; within 30 days of calendar quarter end Quarterly: January 30, April 15, July 30, October 15
Task 1. Project Administration, Reporting & Management	Submit Annual QAPP Report	Annually
Budget Period 1: March 2026 – December 31, 2026		
Task 1. Project Administration, Reporting & Management	Draft of QAPP to DRCOG and EPA	June 2026
Task 1. Project Administration, Reporting & Management	Finalized QAPP based on DRCOG and EPA feedback submitted	September 2026
Task 3. Policy Adoption	Submit draft RFP for vendor supporting policy evaluation and adoption support	April 2026
Task 4: Technical Assistance	Submit draft RFP for support with city council code presentations	April 2026

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Task	Deliverable	Anticipated Timeline
Task 3. Policy Adoption	Provide contracts and scopes of work with chosen consultants	September 2026
Task 4: Technical Assistance	Provide contracts and scopes of work with chosen consultants	September 2026
Task 1. Project Administration, Reporting & Management	Submit 2027 Scope update, including updates tasks, deliverables, timeline, and budget plan	October 2026
Budget Period 2: January 1, 2027 – December 31, 2027		
Task 1. Project Administration, Reporting & Management	Submit 2028 Scope update, including updates tasks, deliverables, timeline, and budget plan	August 2027
Budget Period 3: January 1, 2028 – December 31, 2028		
Task 1. Project Administration, Reporting & Management	Submit 2029 Scope update, including updates tasks, deliverables, timeline, and budget plan	August 2028
Budget Period 4: January 1, 2029 – September 30, 2029		
Task 1. Project Administration, Reporting & Management	Submit Subaward project final report	September 2029

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Exhibit B
Project Budget

				2026	2027	2028	2029		
	Quantity	**Unit**	**Rate**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Total**	**Budget Notes**
Contractual									
Technical Assistnace Consultant	20	hour	$200.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	**$16,000.00**	This will support Task 4 by providing technical expertise for public meetings and helping guide future code updates.
Third Party Consultant Support	1	annual lump sum	$136,000.00	$136,000.00	$136,000.00	$136,000.00	$136,000.00	**$544,000.00**	This will support Task 3 by reviewing and recommending decarbonization policies
			Total, Contractu	**$140,000.00**	**$140,000.00**	**$140,000.00**	**$140,000.00**	**$560,000.00**	
Training & Certification									
Conference Registration (Task 2)	2	each	$2,355.00	$4,710.00	$4,710.00	$4,710.00	$4,710.00	**$18,840.00**	2 staff attending 1 conference each over 4 year period
Lodging , Per Diem, and other conference expenses (Task 2)	6	days	$215.00	$1,290.00	$1,290.00	$1,290.00	$1,290.00	**$5,160.00**	2 staff attending 1 conference each over 4 year period
Certified Energy Manager Certification (Task 2)	2	each	$3,000.00	$0.00	$0.00	$6,000.00	$0.00	**$6,000.00**	certification exam and training materials for 2 staff
LEED Certification (Task 2)	3	each	$1,000.00	$0.00	$0.00	$3,000.00	$0.00	**$3,000.00**	certification exam and training materials for 3 staff
BPI Certification (Task 2)	2	each	$3,500.00	$0.00	$0.00	$7,000.00	$0.00	**$7,000.00**	certification exam and training materials for 2 staff
			Total, Training &	**$6,000.00**	**$6,000.00**	**$22,000.00**	**$6,000.00**	**$40,000.00**	
				$146,000.00	**$146,000.00**	**$162,000.00**	**$146,000.00**	**$600,000.00**	

	2026												2027												2028												2029								
Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Ongoing Processes and Meetings																																												
Quarterly reports																																												
Monthly Invoices																																												
Stakeholder meetings																																												
Task 2: Staff Certification & Training																																												
Conference Attendance																																												
Certified Energy Manager																																												
LEED Certification																																												
BPI Certification																																												
Task 3: Policy Adoption & Implementation																																												
Third Party Consultant Support																																												
Task 4: Add'l Tech. Assistance Hours																																												
Hours with Technical Assistance Consultant																																												

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Exhibit C
Federal Award Requirements

The Subrecipient shall comply with the following terms and conditions to the extent applicable. These terms and conditions are in addition to the assurances and certifications made as a part of the Agreement and the terms, conditions, or restrictions cited throughout the Agreement.

1. **Grant Agreement.** The Grant Agreement by and between Denver Regional Council of Governments and the US Environmental Protection Agency, Grant Number (FAIN): 00I18200, dated October 10, 2024, a copy of which is available from DRCOG.

2. **EPA Terms and Conditions.** The most recent version of EPA General Terms and Conditions available at: https://www.epa.gov/grants/grant-terms-and-conditions#general. For purposes of this Agreement, EPA is the Federal awarding agency, DRCOG is the "pass-through entity" or "recipient," and Subrecipient is the subrecipient.

Non-Discrimination Laws and Social Policies

3. **Non-Discrimination Laws.** Title VI of the Civil Rights Act, Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.
4. **Executive Order 13798**. Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.
5. **Disadvantaged Business Enterprises.** EPA regulations at 40 CFR Part 33, "Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs" set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women's Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of "Recipient" in 40 CFR 33.103.
6. **Clean Air Act and Clean Water Act**. Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that subrecipients are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

Financial Management Policies

7. **Federal Funding Accountability and Transparency Act.** As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Unless a first-tier subrecipient is exempt, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if: (a) The total federal funding authorized to date under the subaward equals or exceeds $30,000; and in the subrecipient's preceding fiscal year, the subrecipient received: (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and (3) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm. Subrecipients must report their executive total compensation to the recipient. The recipient is required to submit this information to FSRS at http:///www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30 of that year).

8. **Suspension and Debarment.** Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Subrecipients may access the SAM.gov exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.
9. **Limits on Fees Charged by Individual Consultants – Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subrecipients shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps: (a) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85); (b) Multiply the hourly rate by 8 hours. The product is the maximum daily rate. Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

10. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
11. **New Restrictions on Lobbying, 40 CFR Part 34**. All recipients of EPA funds, including subrecipients, are subject to the requirements in 40 CFR Part 34.
12. **Uniform Grant Guidance Requirements (UGG).** Subrecipients must comply with 2 CFR Part 200 requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance including domestic preferences for procurement.
13. **Build America, Buy America Act.** Subrecipients shall comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards. Pass-through entities and subrecipients must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and subrecipients must consult EPA's BABA website.
14. **Davis-Bacon and Related Acts (DBRA).** Davis-Bacon and Related Acts (DBRA) (https://www.dol.gov/agencies/whd/governmentcontracts/construction) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the: (a) Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more; (b) Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and (c) Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).
15. **Reporting Waste, Fraud and Abuse.** Consistent with 2 CFR 200.113, the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of $1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

16. **Whistleblower Protections.** This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 and 2 CFR 200.217 providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.
17. **Participant Support Costs.** Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs: (1) Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow. (2) Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (https://www.epa.gov/grants/rain-2018-g05-r1). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials. (3) Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must: a. describe the activities that will be supported by rebates, stipends, subsidies or other payments; b. specify the amount of the rebate, subsidy, stipend, or other payment; c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; d. specify any reporting required by the program beneficiary and the length of time for such reporting; e. establish source documentation

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

requirements (e.g., invoices) for accounting records; and f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404. (4) Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Environmental Authorities

18. **National Environmental Policy Act.** Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Passthrough entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.
19. **National Historic Preservation Act.** Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain 6 cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.
20. **Archeological and Historic Preservation Act.** This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that subrecipients performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.
21. **Protection of Wetlands, Executive Order 11990 (1973), as amended.** EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require passthrough entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.
22. **Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015)**. EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that subrecipients work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.
23. **Farmland Protection Policy Act.** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their subrecipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.

24. **Wild and Scenic Rivers Act**. This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.
25. **Endangered Species Act (ESA).** This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate."
26. **Magnuson-Stevens Fisheries Conservation and Management Act.** Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and subrecipients must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the subrecipient must complete an EFH consultation with NMFS.
27. **Clean Air Conformity Act**. This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Passthrough entities and subrecipients should first consult with their state air program's website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and subrecipient should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).
28. **Safe Drinking Water Act.** Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.
29. **Resource Conservation and Recovery Act.** Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Pursuant to 40 CFR 247.2(d), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price. The subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products per Executive Order 14057, section 101, Policy.

National Defense

30. **Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).** This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, subrecipients, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential of any system, or as critical technology as part of any system.

Other

31. **Disclosing Conflicts of Interest.** As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Subrecipients being considered for or receiving subawards shall disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy
32. **Copyrighted Material and Data.** In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.
33. **Use of Logos.** If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Denver Regional Council of Governments received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.
34. **Acknowledgement Requirements.** Any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number)

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency."

35. **Required Certifications and Consequences of Fraud.** As outlined in 2 CFR 200.415(b), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.
36. **Access to Records.** In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained. Examples of records include but are not limited to subrecipient financial statements and reports, performance reports including information on environmental results and audits.
37. **Records Retention/Required Documentation.** Subrecipient shall retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the completion of the Services. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period.
38. **Cybersecurity Grant Condition.** The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the subrecipient agrees to contact EPA no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.
39. **Competency of Organizations Generating Environmental Measurement Data.** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

a pre-award demonstration of competency is not practicable, Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (i.e., the collection, production, evaluation, or use of environmental information and/or the design, construction, operation, or application of environmental technology). The subrecipient shall maintain competency for the duration of the agreements period of performance, and this will be documented during the annual reporting process. To access the Policy and other information about the Policy, visit https://www.epa.gov/measurements-modeling/documents-aboutmeasurement-competency-under-assistance-agreements.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Exhibit D
Quality Assurance Requirements

To the extent that Contractor's scope of service(s) may involve the collection, evaluation, or use of environmental data, such activities must comply with DRCOG's Quality Assurance (QA) program as outlined in its Quality Management Plan. Environmental data includes data and information that describe environmental processes or conditions (e.g. from the use of models, or compiled or obtained from databases, software applications, decision support tools, websites, existing literature, and other sources). Compliance with DRCOG's QA program helps to ensure that environmental information operations, products and services are of known and documented quality for their intended use(s). To that end, Contractor agrees to the following:

1. *Compliance with DRCOG Quality Assurance Policies.* The Contractor must adhere to QA requirements outlined in DRCOG's Quality Management Plan, ensuring that all personnel, subcontractors and vendors are informed of QA requirements as applicable to their respective duties and responsibilities.

2. *QA Program Implementation*. If instructed by DRCOG, the Contractor shall contribute to the development and implementation of a Quality Assurance Project Plan (QAPP). Contractor may not start any environmental data collection until notified by DRCOG that the underlying QAPP has been approved by the Region 8 U.S. Environmental Protection Agency. The QAPP shall outline, at a minimum, objectives, sampling methods, data management, and error handling procedures.

3. *Data Quality and Integrity*. The Contractor is responsible for ensuring the accuracy and integrity of the environmental data.

4. *Quality Assurance Reviews and Audits*. DRCOG may conduct periodic reviews and audits of the Contractor's work, including reviewing and approving QA documents. If issues are identified, the Contractor must develop and implement a corrective plan, detailing the problem, root cause, and steps for resolution, which must be approved by DRCOG.

5. *Reporting Requirements*. The Contractor must include QA-related updates in its required progress reports to DRCOG including updates on QA activities, audits, and any issues encountered. Notwithstanding, any issues that may materially impact the Contractor's ability to uphold QA requirements must be reported immediately to DRCOG.

Docusign Envelope ID: 83BA131C-0B9F-46B5-9D98-D9129F258B86

Attachment B
ACH Payment Request Form

DENVER REGIONAL COUNCIL OF GOVERNMENTS

***Email request to: Accountspayable@drcog.org**

Section 1 Your Company Information:

Company Name: _____ FED ID: _____

Requested by: _____ Telephone Number: _____

Email address(s) (this is for payment notifications): _____

_____

Section 2 Bank Information*:

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

ACH Information: By submitting this form, you authorize DRCOG to initiate ACH transactions to the account noted above.

***Please include a voided check or official bank letter with this form.**

For Internal Use Only

Input in GP: _____ _____

Prenote completed: _____ Verified by: _____

ITEM NUMBER: 6
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 22-2026

TITLE: A RESOLUTION APPROVING A PUBLIC ART DONATION AGREEMENT WITH THE WHEAT RIDGE PRESBYTERIAN CHURCH TO ACCEPT THE "THE WINGED RAPTURE" BRONZE SCULPTURE

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
The Wheat Ridge Presbyterian Church submitted a formal request to donate a bronze art piece titled, "The Winged Rapture" to the City of Wheat Ridge, to be installed at the future City Hall site or another location to be determined by the Cultural Commission.

PRIOR ACTION:
None

FINANCIAL IMPACT:
City staff from Parks & Recreation and Public Works visited the site where the art piece is currently located and agreed that it could be moved and stored using City staff and equipment, so the only initial cost would be staff time.

When installation takes place, additional staff time and supplies would be required (e.g., concrete, rebar, a dedication plaque). Supply costs are estimated to be under $1,000. The art piece is valued at $60,000.

BACKGROUND:
A representative of the Wheat Ridge Presbyterian Church, Walt Petit, reached out to Parks and Recreation Director O'Donnell, expressing interest in making a public art donation. As per the City's Public Art Management Plan, Director O'Donnell asked Mr. Petit to submit a proposal in writing.

A Public Art Acquisition Committee was convened, based on requirements detailed in the Public Art Management Plan. Members of the committee included: Sandra Davis (local artist), Jeff Richards (Cultural Commission representative), Pat Cervera (community member), and Benny Paiz (City staff representative). Director O'Donnell reviewed the proposal with the committee on April 3, 2026. The committee unanimously agreed to advance the proposal to the Wheat Ridge Cultural Commission for approval.

The committee discussed two locations for installation: the future City Hall site and the Tabor Lake Trail. The future City Hall site was under consideration because that was a specific request in the donation letter. The Tabor Lake Trail was discussed because the trail project is reaching completion, and Tabor Lake is a primary location for bird watching in Wheat Ridge, which aligns nicely with the art piece. Ultimately, the committee decided to share feedback with the Cultural Commission but leave the recommendation on location up to them.

The Wheat Ridge Cultural Commission reviewed and approved the proposal unanimously on April 8, 2026. Their recommendation was to accept the art piece and store it until the design process for the future City Hall site was complete and they could make a determination if that location would be suitable for the art piece. They felt it was important to honor the request of the donor. If it is determined that the future City Hall site is not ideal for any reason, the Cultural Commission will select another location for installation. They fully understand that the future City Hall site will have a budget for additional public art installations.

RECOMMENDATIONS:

Staff recommends the approval of the Public Art Donation Agreement, adding "The Winged Rapture" to the City of Wheat Ridge public art inventory.

RECOMMENDED MOTION:

"I move to approve Resolution No. 22-2026, a resolution approving a Public Art Donation Agreement with the Wheat Ridge Presbyterian Church to accept the "The Winged Rapture" bronze sculpture."

Or,

"I move to postpone indefinitely Resolution 22-2026, a resolution approving a Public Art Donation Agreement with the Wheat Ridge Presbyterian Church to accept the "The Winged Rapture" bronze sculpture for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Karen A. O'Donnell, Director of Parks & Recreation
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 22-2026
2. Public Art Donation Agreement
3. Public Art Donation Request

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 22

SERIES OF 2026

TITLE: A RESOLUTION APPROVING A PUBLIC ART DONATION AGREEMENT WITH THE WHEAT RIDGE PRESBYTERIAN CHURCH TO ACCEPT THE "THE WINGED RAPTURE" BRONZE SCULPTURE

WHEREAS, the Wheat Ridge Presbyterian Church expressed interest in donating a piece of art titled, "The Winged Rapture" to the City of Wheat Ridge; and

WHEREAS, the Public Art Acquisition Committee and the Wheat Ridge Cultural Commission unanimously agreed to support the donation proposal; and

WHEREAS, with the exception of staff time, there is no immediate cost to the City in approving the Public Art Donation Agreement; and

WHEREAS, if accepted, the Cultural Commission will select an installation site at a later date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF WHEAT RIDGE, COLORADO THAT:

Section 1. The Mayor or the City Manager of the City or any other member of the City Council and all appropriate City officers are hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 2. Nothing contained in this Resolution, or the Assignment shall constitute a debt, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the State or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

ATTACHMENT 1

Section 4. This Resolution shall be in full force and effect upon its passage and approval.

DONE AND RESOLVED this 27th day of April 2026

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Janeece Hoppe, City Clerk

ATTACHMENT 1

ARTWORK DONATION AGREEMENT

THIS ARTWORK DONATION AGREEMENT (the "Agreement") is entered into this 27th day of April, 2026 between The Wheat Ridge Presbyterian Church, whose address is 9180 W. 38th Avenue, Wheat Ridge, Colorado, 80033 ("Donor") and the City of Wheat Ridge, a Colorado municipal corporation, whose address is 7500 W. 29th Avenue, Wheat Ridge Colorado ("the City").

WHEREAS, pursuant to C.R.S. § 31-15-101(1)(d), the City possesses the authority to acquire and hold real and personal property, including the authority to accept gifts of donated property; and

WHEREAS, the City Council, on behalf of the City pursuant to Charter Section 16.2 has authority to accept or refuse bequests, gifts and donations of real and personal property; and

WHEREAS, Donor is the owner of an artwork generally described as set forth in **Exhibit A** (the "Artwork"), attached hereto; and

WHEREAS, pursuant to the authority set forth above, Donor desires to donate and the City desires to accept the donation of the Artwork; and

WHEREAS, Donor and the City desire to memorialize such donation through this Agreement and the terms set forth herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Donation of Property. Donor does hereby agree to donate the Artwork to the City for no consideration.

Section 2. Name and Use of Artwork. The City agrees to maintain the name of the Artwork, "Winged Rapture," based on the artist's recommendation in 1988 and to locate the same in a City-owned location to be determined at a later date. Until that date, the City agrees to store the Artwork. The City will affix a plaque on or adjacent to the Artwork identifying the name of the Donor and the fact of the donation. The City may at any time alter the location of the Artwork in its sole discretion.

Section 4. Public Purpose. The City agrees that the Artwork shall be used for public park purposes, including all uses incidental thereto, and upon installation of the same, shall be solely responsible for its maintenance.

Section 5. Transaction Costs. The City shall pay all costs of transport, storage and installation of the Artwork.

Section 6. Taxes. The Donor has represented to the City that the value of the Artwork is approximately $60,000. Donor shall be and remain responsible for any tax consequences of this

donation. The City shall reasonably cooperate in confirming the fact and date of the donation, but in no event shall be responsible for communication with any state or federal agency with respect to the donation, the same being Donor's sole responsibility.

DONOR:

_____

By: _____

ATTEST:

_____

Name & Title: _____

STATE OF COLORADO

COUNTY OF _____

Subscribed and sworn to before me on _____,2026, by _____, as Donor.

WITNESS MY HAND AND OFFICIAL SEAL.

_____

Notary Public

My commission expires: _____

CITY OF WHEAT RIDGE, COLORADO

_____

By: Korey Stites, Mayor

ATTEST:

_____

Onorina Maloney, Sr. Deputy City Clerk

EXHIBIT A



The donor requested that the art be installed at the new Wheat Ridge City Hall site. The Cultural Commission discussed two location options, but ultimately decided to store the art until more is known about the new City Hall site, providing an opportunity to honor the donor's request, if appropriate, once the design is formalized.

Wheat Ridge
PRESBYTERIAN CHURCH

9180 W. 38th Avenue, Wheat Ridge, CO 80033
303-422-2354 · www.wrpres.org · info@wrpres.org

March 27, 2026

Karen O'Donnell
Parks and Recreation Director
City of Wheat Ridge

Re: Bronze Eagle "The Winged Rapture"

- Created by well-known sculpture Dan Ostermiller, Loveland, CO
- Installed September 1988
- Fall of 2025 Church Session and membership approved pursuing a donation of the bronze to the City of Wheat Ridge upon the sale of the property.
- The Church property was sold early March 2026
- Walt Pettit (Church member and life-long resident of Wheat Ridge) has met with the city staff, on site, and the city will move the art at no cost to the donor.
- The sculpture has put a value of $60,000 on "Winged Rapture" dated 11/18/2025

Having met with several city staff members who have expressed support for possibly locating "Winged Rapture" at the entrance of the "new City Hall".

We urge the committee to carefully consider this offer.

Best wishes,

Walt Petitt

Walt Petitt
Wheat Ridge Presbyterian Church member

PRESBYTERIAN CHURCH (USA)

ATTACHMENT 3

The bronze Eagle, officially named The Winged Rapture,



Re: The Raptured

From: Dan Ostermiller (dostermill@aol.com)

To: angusla@aol.com

Date: Tuesday, November 18, 2025 at 08:50 AM MST

Hi Larry.

I would put a value of $60,000 on Winged Rapture.

Thanks.
Dan Ostermiller

On Monday, November 17, 2025 at 02:35:54 PM MST, Larry Angus <angusla@aol.com> wrote:

> Dan, Hope you had a great time fishing.
> I hope that yacht was yours!! The person (Walt Petitt)who is coordinating between the church and the city is wondering when you might be able to send us the appraisal on the Eagle. I gather it is not a huge rush but it would be helpful. Thanks Larry
>
> Sent from AOL on Android



A Proposal GIFT OF THE Eagle For the City of Wheat Ridge

Larry Angus
Larry Angus , Walt Pettit
Thu, Oct 9, 2025, 10:06 AM

The bronze Eagle, officially named The Winged Rapture, that stands in the Outdoor Worship Center, was created by a well-known Sculptor, Dan Ostermiller of Loveland, Colorado. Dan, for example, created the life size Buffalo that stands in front of the State Capitol of Wyoming. He was the sculptor for the Big Horn Sheep as you enter the city of Estes Park. Also a little known fact is that The Winged Rapture was bought by the city of Estes Park and stands in a park just south of its main street. The city of Golden has one of his large bears located as one enters the walkway of Clear Creek. The Eagle at the church happen in September of 1988 for the dedication of the Outdoor Worship Center. Not only did Dan speak, which he said he hardly ever did, but also the dedication was especially blessed by The United States Air Force Academy Choir singing at the Event. Thankfully, the Center grew to be one of the most loved and appreciated aspects of the Wheat Ridge Church. It happened because Belinda Smiley and I went out to check out Jeff Stimpsons elephant garlic field that was a project by the youth group. When we looked out for the view, I believe we both were stunned by the magnicent beauty before us. So I met with some members and in time with the Session. And I said why don't we build a Worship Center and take advantage of this natural and even God inspiring view. One Sunday after church, the whole congregation was asked to go out into the field and see for themselves the view. Within months, especially with the readership of Don Tolin, enough money was raised to start the project. It came together rather quickly. And as it was being built, Bill Trefz, and a friend of the church, Stu Moore, happened to make a trip to Loveland to visit my sculptor friend, Dan Ostermiller. I believe the Winged Rapture had been cast for Estes Park, and certainly not me, but I believe Bill and Stu presented the possibility of bringing it as a symbol for the Outdoor Center. Then as Dan said he would do it at his cost, the money was raised to purchase it. It was not my idea to put my name on it, but some insisted, and they wanted the Benediction that I did each Sunday on it. Interestingly, I had made no bones with it being inspired by a poem in a book called Many Winters. Even though mine was a variance of the poem, connecting the author of the book was a mistake. Later, we learned she had dementia and was probably the reason she warned she might file a law suit. So we changed to what it says now. Yet, it became clear that the Eagle was to honor my ministry at Wheat Ridge. When I retired some approached me to name something after me as many churches had done for long pastorates, but I said the Eagle was enough.

Certainly, I am the first to affirm the Eagle does not belong to me. Yet a dozen or more have privately asked me what did I feel should be done with it if the church was to be

sold. My first response was I might be interested in buying it as a Collector of some of Dans work. One Board Member of Ghost Ranch, a large Presbyterian Conference Center in New Mexico, said they might be interested as they have some large bronze pieces on their property. Yet, after hearing a lecture on what is planned for the old Lutheran Hospital grounds called The Legacy Plan, I have a very strong hope that a new vision might be considered, not for the legacy of the city of Wheat Ridge, but that for the legacy of our Wheat Ridge Presbyterian Church. The Wheat Ridge city plan is to move the administrative offices (not the police or the jail) to the new Lutheran Legacy Campus. Unlike several cities, Wheat Ridge does not have many large pieces of art. Particularly with a conversation with Walt Pettit, who is very active in the city as well as the church, he has said a gift like this would be a wonderful and lasting present from our church. To be clear, if that would happen, the plaque would be changed to "A Gift from the Wheat Ridge Presbyterian Church."

What a legacy that would be for a wonderful and lasting gift for all who have loved and appreciated this church. Walt would take the lead in working with the city. His suggestion is that we give the bronze but ask them to be responsible for the task and cost of it eventually being moved to the Legacy Campus. Of course, such a gift would be approved by the Session and the City but Walt is willing to work with both. So I would suggest that the Session or the appropriate Committe meet with Walt and see if that is something he could proceed with or not. As for me, I believe it would be a lasting footprint for the church for times to come. I also believe it would a legacy as the church strives to continue. If and when the church dissolved, it would not be like so many area Presbyterian Churches that are now basically forgotten and nothing but some memories and friendships remain. Of course, it could affect the sale of the property in some ways but as I sense the church wants to continue to be a gift to serve others, it would be a thank you to the city that has supported us over the years. More importantly, for the many like me who have been highly blessed and thankful for the church, it would be a lasting symbol of our Christian faith but a remembrance of a church whose reality and mission was and still is to be a church "Where People Care."

Respectfully, Rev. Larry Angus Officially,

Pastor Emeritus of the Church

ITEM NUMBER: 7
DATE: April 27, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: A MOTION TO AMEND A CONTRACT WITH AYRES ASSOCIATES, INC. IN THE AMOUNT OF $284,344 FOR A TOTAL CONTRACT AMOUNT OF $2,022,507 FOR THE 38TH AVENUE WEST CORRIDOR IMPROVEMENT PROJECT

☐PUBLIC HEARING
☒BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

In March 2023, the city began a planning study of the 38th Avenue corridor, between Youngfield Street and Kipling Street, with the goals of improving the roadway to accommodate pedestrians and bicyclists while still accommodating vehicular traffic and providing improved stormwater drainage. On February 10, 2025, Ayres Associates, Inc, was awarded a contract to complete the design for the 38th Avenue West Corridor. An amendment to the Ayres contract is needed to account for changes and additions to the scope of work identified during the design process.

PRIOR ACTION:

On March 13, 2023, City Council awarded Ayres Associates, Inc a professional services contract in the amount of $615,210 to conduct a study that combined public input with technical analysis to develop a recommended alternative for the corridor.

On February 10th, 2025, Ayres Associates, Inc was awarded a contract to complete the design and provide construction documents to complete the 38th Avenue West Corridor project.

FINANCIAL IMPACT:

Funds for this effort were included in the 2J Next Chapter Fund budget for 2026 (660-70750-103).

BACKGROUND:

The project scope encompasses the length of 38th Avenue from Youngfield Street to Kipling Street, (1.75 miles). The road is designated as a minor arterial in the city's Street Master Plan. Sidewalks on 38th Avenue have been added or improved at a few scattered locations over the years by either private development projects adjacent to the corridor or a few small city-funded projects. However, for most of the corridor, continuous, adequate multi-modal facilities are inadequate or completely lacking.

In July 2025, Ayres achieved the 30% plans milestone. Following a detailed review, City staff and Ayres identified several additions and revisions that would benefit the project but were not included in the original scope of work.

These additions and revisions include the following (see attachment #2 for details):

- Changing the driveway type
- Changing the intersection curb ramp type
- Adding side street bump-outs
- Kipling intersection addition
- Lighting approach
- Revised drainage outfall and Owens Street survey
- ROW Boundary Survey (additional parcels impacted)
- Additional utility test holes

All elements of this change order proposal will be incorporated into the upcoming 60% plan submittal.

RECOMMENDATIONS:

Staff recommend amending the contract with Ayres Associates, Inc. for the 38th Avenue West Corridor Project in the amount of $284,344.

RECOMMENDED MOTION:

“I move to amend the contract with Ayres Associates, Inc. in the amount of $284,344 for a total contract amount of $2,022,507 for the 38th Avenue West Corridor Improvement project.”

Or,

“I move to not amend the contract with Ayres Associates, Inc. in the amount of $284,344 for a total contract amount of $2,022,507 for the 38th Avenue West Corridor project for the following reason(s).”

REPORT PREPARED/REVIEWED BY:

Daniel Martinez, CIP Program Manager
Kent Kisselman, Director of Public Works

Patrick Goff, City Manager

ATTACHMENTS:
1. Ayres Associates, Inc. Contract Amendment
2. Ayres Detailed Amendment Proposal

CITY OF WHEAT RIDGE
AMENDMENT TO 25-003
38th West Final Design
AGREEMENT

AMENDMENT #1, Date: April 17, 2026

Pursuant to the original contract with **Ayres Associates, Inc., 3665 JFK Parkway, Bldg. 2, Suite 100, Fort Collins, CO 80525,** regarding design services, the City hereby authorizes the amendment to the contract as follows:

1. **Article 1- Scope of Work**:

    a. The following tasks are being added to the original scope:
        i. Driveway Type 1 Revisions
        ii. Curb Ramp Type 1 Revisions
        iii. Side Street Bump-out Additions (12 streets)
        iv. Kipling Intersection Addition
        v. Lighting change (from targeted to corridor-wide)
        vi. Owens St. Survey & Drainage Outfall Redesign
        vii. QLA Test Holes (23 complete, 30-36 additional)
        viii. Additional ROW (20-36 additional parcels)

2. **Article 2- Term**
    a. The additional scope items will be completed concurrently with the originally scoped tasks.

3. **Article 3- Compensation**:

    a. The additional scope will not exceed the amount of $284,344.
    b. The new total not to exceed is: **$2,022,507**.

Each party has reviewed the items contained within this contract and recommend executing this contract to proceed with the agreed upon Statement of Work.

_____ _____
Whitney Mugford-Smith, Procurement Manager Date Signed

_____ _____
Daniel Martinez, Capital Improvement Manager Date Signed

In Witness whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this Amendment in two (2) copies, each of which shall be deemed an original on the date first written.

"CITY"
City of Wheat Ridge
7500 West 29th Avenue
Wheat Ridge, CO 80033

By:

_____
Patrick Goff, City Manager

_____
Date

"CONTRACTOR"
Ayres Associates, Inc.
3665 JFK Pkwy, Bldg. 2, Ste. 100
Fort Collins, CO 80525

By:

_____
Authorized Signature

_____
Date

ATTACHMENT 1

_____
Title

_____
Print or Type Name

Ayres Associates - Professional Services Fee Proposal
City of Wheat Ridge W 38th Avenue - Final Design
Amendment #1, Miscellaneous Additions and Changes
April 6, 2026

DETAIL OF LABOR, DIRECT, AND SUBCONSULTING COSTS BY TASK

Task	Description	Senior Project Manager	Senior Professional	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Senior CADD Technician	Landscape Architect 1	Field Technician	Project Administrator	Total Labor Hours	Total Labor Cost	Total Direct Expenses	Total by Task
		Silberhorn	Boltze/ Mathison	Hickox/ Armstrong	Shaw/ Leary	Wright	Evans/ Rogers	Ricks	Esker/Giles	Hayes	Smith/Fehr/ Shrader				
		$220.00	$280.00	$210.00	$180.00	$135.00	$125.00	$150.00	$175.00	$150.00	$115.00				
Task 1	**Driveway Type 1 Revisions**														
1.1	Driveway design file revisions (15 driveways)	10				30					2	42	$6,480		$6,480
1.2	Driveway detail sheet revisions (included)											0	$0		$0
	Subtotal Hours	**10**	**0**	**0**	**0**	**30**	**0**	**0**	**0**	**0**	**2**	**42**	**$6,480**	**$0**	**$6,480**
	Subtotal $	**$2,200**	**$0**	**$0**	**$0**	**$4,050**	**$0**	**$0**	**$0**	**$0**	**$230**		**$6,480**		**$6,480**
Task 2	**Curb Ramp Type 1 Revisions**														
2.1	Curb Ramp design file revisions (23 Curb Ramps)	23				46						69	$11,270		$11,270
2.2	Curb Ramp detail sheet revisions (23 Curb Ramps)	6				23						29	$4,370		$4,370
	Subtotal Hours	**29**	**0**	**0**	**0**	**69**	**0**	**0**	**0**	**0**	**0**	**98**	**$15,640**	**$0**	**$15,640**
	Subtotal $	**$6,325**	**$0**	**$0**	**$0**	**$9,315**	**$0**	**$0**	**$0**	**$0**	**$0**		**$15,640**		**$15,640**
Task 3	**Side Street Bump-out additions (12 streets)**														
3.1	Revised linework for 23 bump-outs	4				12						16	$2,433		$2,433
3.2	~~ADA Ramp revisions (23 ramps)~~ included in Task 2											0	$0		$0
3.3	Curb line / Flow Line revisions and drainage check	4				23	12					39	$5,423		$5,423
3.4	Plan sheet revisions (12 sheets)	2				12						14	$2,060		$2,060
	Subtotal Hours	**10**	**0**	**0**	**0**	**47**	**12**	**0**	**0**	**0**	**0**	**68**	**$9,915**	**$0**	**$9,915**
	Subtotal $	**$2,200**	**$0**	**$0**	**$0**	**$6,278**	**$1,438**	**$0**	**$0**	**$0**	**$0**		**$9,915**		**$9,915**
Task 4	**Kipling Intersection addition**													**M&H**	
4.1	Option 1: Stand-alone pdf plan sheets (attached as-is)	8		8		8	8					32	$5,520	$1,600	$7,120
	Subtotal Hours	**8**	**0**	**8**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**32**	**$5,520**	**$1,600**	**$7,120**
	Subtotal $	**$1,760**	**$0**	**$1,680**	**$0**	**$1,080**	**$1,000**	**$0**	**$0**	**$0**	**$0**		**$5,520**		**$7,120**
Task 5	**Lighting change (from targeted to corridor-wide)**														
~~**5.1**~~	~~Photometrics~~											~~0~~	~~$0~~		~~$0~~
5.2	Lighting Design and plan production for 150 pedestrian fixtures		24		40			48				112	$21,140		$21,140
	Subtotal Hours	**0**	**24**	**0**	**40**	**0**	**0**	**48**	**0**	**0**	**0**	**112**	**$21,140**	**$0**	**$21,140**
	Subtotal $	**$0**	**$6,720**	**$0**	**$7,200**	**$0**	**$0**	**$7,220**	**$0**	**$0**	**$0**		**$21,140**		**$21,140**
Task 6	**Owens St Survey & Drainage Outfall Redesign**								PLS	Crew Chief	Tech				
6.1	Field survey (Owens St to Lena Gulch) & Processing	3				32			24	40	70	169	$23,230	$1,800	$25,030
6.2	Outfall redesign	4		24			48	40			8	124	$18,840		$18,840
6.3	Drainage report revisions			8			12					20	$3,180		$3,180
6.4	SUE Updates on Owens	1	3					16	3	8	4	35	$5,645		$5,645
	Subtotal Hours	**8**	**3**	**32**		**32**	**60**	**56**	**27**	**48**	**82**	**348**	**$50,895**	**$1,800**	**$52,695**
	Subtotal $	**$1,760**	**$840**	**$6,720**	**$0**	**$4,320**	**$7,500**	**$8,400**	**$4,725**	**$7,200**	**$9,430**		**$50,895**		**$52,695**
Task 8	**QLA Test Holes (23 complete, 30-36 additional)**														
8.1	**Testholes already complete: higher than anticipated costs**									**48**	**142**	**190**	**$23,530**	**$17,950**	**$41,480**
8.2	Tier 1 Test Holes (additional 19)		5		10					44	55	114	$16,125	$10,580	$26,705
8.3	Tier 2 Test Holes (additional 11)		3		6					44	55	107	$14,615	$7,935	$22,550
8.4	Tier 3 Test Holes (additional 6)		2		3					24	30	59	$8,010	$5,290	$13,300
8.5	SUE Plan revisions for 36 additional holes	4	8		15			30		15	30	102	$16,020		$16,020
	Subtotal Hours	**4**	**17**	**0**	**34**	**0**	**0**	**30**	**0**	**175**	**312**	**572**	**$78,300**	**$41,754**	**$120,054**
	Subtotal $	**$880**	**$4,760**	**$0**	**$6,030**	**$0**	**$0**	**$4,500**	**$0**	**$26,250**	**$35,880**		**$78,300**		**$120,054**
Task 9	**Additional ROW (20 - 36 add'l parcels)**								PLS	Crew Chief	Tech				
9.1	**Research & Boundary Survey (26 parcels already completed)**					**13**			**13**	**26**	**26**	**78**	**$10,920**	**$290**	**$11,210**
9.2	Records Research & Boundary Survey (10 add'l parcels, including the new townhome development at Lee St intersection)	2				10			10	20	20	62	$8,840	$290	$9,130
9.3	Preliminary ROW Plans (16 additional parcels)					32			16			48	$7,120		$7,120
9.4	Final ROW Plans & Legal Exhibits (16 additional parcels)					32			32			64	$9,920		$9,920
9.5	Property Owner Coordination & Meetings (16 additional parcels)	32				8						40	$8,120	$760	$8,880
9.6	ROW Staking (16 additional parcels)								10	20		30	$4,750	$290	$5,040
	Subtotal Hours	**34**	**0**	**0**	**0**	**95**	**0**	**0**	**81**	**66**	**46**	**322**	**$49,670**	**$1,629**	**$51,299**
	Subtotal $	**$7,480**	**$0**	**$0**	**$0**	**$12,825**	**$0**	**$0**	**$14,175**	**$9,900**	**$5,290**		**$49,670**		**$51,299**
	Total	**103**	**44**	**40**	**74**	**281**	**80**	**134**	**108**	**289**	**442**	**1593**	**$237,560**	**$5,029**	**$284,344**

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

38th West Final Design
Contract #25-003

THIS AGREEMENT made this **10th** day of **February 2025,** by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **Ayres Associates Inc, 3665 JFK Parkway, Bldg. 2, Suite 100, Fort Collins, CO 80525,** hereinafter referred to as the "Contractor."

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor will serve as the City's Contractor and provide at a minimum all the professional services required as per the Contractor's proposal (Exhibit A), and the signed Single Source Justification (Exhibit B) incorporated herein by reference.

In general, the scope of work for this contract is to perform Final Design services for the West 38th Ave corridor improvements from Youngfield Street to Kipling Street (i.e. 38th West) in the City of Wheat Ridge.

ARTICLE 2 – TERM

The work to be performed under this agreement may commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Contractor has been authorized to proceed by the City.

This agreement is intended to extend the length of the project and is not eligible for renewal beyond the project's completion.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor on an Hourly rate plus expenses basis for services provided, and the Contractor will accept a not-to-exceed amount of One Million, Seven Hundred Thirty-Eight Thousand, One Hundred Sixty-Three dollars ($1,738,163) as full payment for the services identified in Article 1.

The City operates on a calendar year as its fiscal year; as such, all invoices must be received no later than December 20, in order to be processed in the same calendar year.

A. Invoices by Task
   Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. Payment is then made to the Contractor within thirty (30) days of receipt via Electronic Funds Transfer (EFT). The City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures.

B. Funding
   There is in effect within the City of Wheat Ridge, Colorado, a provision of Section 2-3 the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

specifically advised of the provisions of this portion of the Code of Laws and expressly incorporated herein.

ARTICLE 4 – NO DAMAGES FOR DELAY

Pursuant to Section 2-4 of the Code of Laws, Contractor agrees to waive, release or extinguish its right to recover costs or damages, or obtain an equitable adjustment, for delays in performing this contract if such delay is caused in whole or in part by acts or omissions of the City or its agents, provided however an extension of time is the Contractor's remedy for such delay.

ARTICLE 5 – ESCALATION

All prices/fees/wages offered in response to this RFP shall be firm against any increase for one (1) year after acceptance by the City. For subsequent periods, it shall be the Contractor's responsibility to notify the City in advance of any anticipated changes in prices and submit a request for a price increase. This City limits price escalation requests to no more than one (1) rate adjustment per contract term. Increases anticipated to exceed 10% of the original cost will not be accepted, rather the City will resolicit at that time.

The City reserves the right to accept or reject the request for a price/fee/wage increase prior to the renewal option period. If the price/fee/wage increase is approved, prices will remain firm for a year from the date of increase.

ARTICLE 6 - SALES AND USE TAXES

Don't include sales or use tax in invoices, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request. City of Wheat Ridge Sales Tax Exempt: 98-03515.

ARTICLE 7 – INDEPENDENT CONTRACTOR

In performing the work under this agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Contractor, as an independent Contractor, is obligated to pay Federal and State income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Contractor—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 8 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

Type of Insurance	Minimum Limits of Liability
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	$500,000 per person

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

	$500,000 per accident $500,000 each disease
Commercial General Liability *(including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability)* • Bodily Injury • Property Damage	 $1 million per occurrence $2 million aggregate $1 million per occurrence $2 million aggregate
Comprehensive Automotive Liability *(owned, hired, and non-owned vehicles)* • Bodily Injury • Property Damage	 $2 million per occurrence $2 million per occurrence
Professional Liability	$1 million per occurrence $2 million aggregate

An endorsement covering any explosion, collapse, and underground exposures, "XCU," in the Commercial General Liability policy is also required.

The City of Wheat Ridge shall be named as additional insured on all liability policies.
Insurance shall include provisions preventing cancellation without 30 days prior notice to the City.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

ARTICLE 9 – INDEMNIFICATION

The Contractor agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent acts or omissions of the Contractor.

ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 11 – CHARTER, LAWS, AND ORDINANCES

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

ARTICLE 12 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 13 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work. The City is not entitled to any betterment as a result of termination.

The City and the Contractor agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Contractor will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered. Contractor is not responsible for work documents that are modified by anyone other than the Contractor.

ARTICLE 14 – NOTICES

Contact Information	City	Contractor
Name:	Kent Kisselman	Nathan Silberhorn
Office Phone:	(303) 205-7626	(970) 797-3524
Email Address:	kkisselman@ci.wheatridge.co.us	SilberhornN@AyresAssociates.com
Address:	7500 W 29th Ave	3665 JFK Parkway, Bldg. 2, Suite 100
City, State, Zip Code	Wheat Ridge, CO 80033	Fort Collins, CO 80525 3152

ARTICLE 15 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the contractor is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The contractor shall be responsible for the performance of any subcontractor.

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

ARTICLE 16 – SEVERABILITY

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 17 – INTEGRATION OF UNDERSTANDINGS

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the contractor.

ARTICLE 18 - DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Contractors shall insert this provision in all sub-contracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or sub-contractor providing labor or services.

ARTICLE 19 – OWNERSHIP OF CONTRACT PRODUCTS

All products produced from the awarded contract shall be the sole property of the City. Any use of products derived from this contract shall be used only for the specified project/purpose. Any reuse by the City is at their own risk.

ARTICLE 20 – PERSONALLY IDENTIFIABLE INFORMATION (PII) AND OPEN RECORDS ACT

Contractors, consultants, business partners and vendors that handle, process, or work in areas where personally identifiable information may reside in hard copy or electronic records must maintain the confidentiality of all Personally Identifiable Information (PII). Violation may result in contractual penalties and termination of the business relationship with the City. In extreme cases criminal punishment under Colorado Law (C.R.S. § 24-73-101) may occur.

Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, CRS 24-72-201, et seq., ("The Act") and that all documents, correspondence, email messages and other communications between the Contractor and the City are subject to public disclosure under the provisions of that Act, with limited exceptions for proprietary information, business secrets, and similar information. Contractor shall identify all proprietary and confidential information on the document or communication itself. In the event the City receives a request for disclosure of such information under the Act, Contractor agrees to indemnify the City against any attorney fees and court costs incurred by the City in defending its refusal to disclose such information.

ARTICLE 21 - ACCESSIBILITY

Contractor(s) and solutions comply with all applicable provisions of §§24-85-101, et seq., C.R.S., [1] and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to Section §24-85-103(2.5). Contractor also complies with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1, as described in State of Colorado Technical Standard TS-OEA-002, Technology Accessibility for Web Content and Applications when developing solutions for the state.

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

The Contractor agrees to indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

Any additional costs to add accessibility features will be the obligation of the Contractor, and any addition or change to the Price Proposal will be disallowed.

ARTICLE 22 - COOPERATIVE PROCUREMENT

The City of What Ridge encourages and participates in cooperative procurement endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CPEC).
Contractors are hereby advised that any member of MAPO/CPEC is permitted to avail itself of this contract at the prices resulting from the successful award of this contract.

ARTICLE 23 - CONTRACTOR PERFORMANCE FEEDBACK

The City of Wheat Ridge has implemented a requirement for Project Managers to assess each Contractor's performance and issue a determination as to whether the City should award the Contractor future City contracts. All contracts will need to be considered as part of the requirement. The following criteria will be evaluated annually for renewable contracts and at contract closeout for one-time agreements:

a. Work completed on time
b. Work completed within budget
c. Work completed as per the Scope of Work
d. Future awards recommendation

ARTICLE 24 – INTERNAL TEAM REVIEW

Each party has reviewed the items contained within this contract and recommend executing this contract to proceed with the agreed upon Statement of Work.

DocuSigned by:
Whitney Mugford-Smith
C19C69B9CAC2484...
Whitney Mugford-Smith, Procurement Manager — 2/12/2025 Date Signed

Signed by:
kkisselman
B9CF75576ED24E6...
Kent Kisselman, CIP Manager — 2/12/2025 Date Signed

DocuSigned by:
Maria D'Andrea
198F2F53553D44B...
Maria D'Andrea, Director of Public Works — 2/12/2025 Date Signed

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

ARTICLE 25 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in two (2) copies, each of which shall be deemed an original on the day and year first written above.

ATTEST:

DocuSigned by:
Margy Greer
3FED61C31543427...
MARGY GREER, SENIOR DEPUTY CITY CLERK

2/13/2025
DATE

Signed by:
SEAL
(Seal)

APPROVED AS TO FORM:

DocuSigned by:
Gerald Dahl
E8E7D5BC80F84B7...
GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

Signed by:
Nathan Silberhorn
1B20589EE960476...
NAME

Senior Project Manager
TITLE

2/13/2025
DATE

OWNER

CITY OF WHEAT RIDGE
7500 W. 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900

DocuSigned by:
Patrick Goff
74AD13EF23AF47B...
Patrick Goff, City Manager

CONTRACTOR

Ayres Associates, Inc.
3665 JFK Parkway, Bldg. 2, Suite 100
Fort Collins, CO 80525

Signed by:
Jan Zander
E06C731BD196476...
AUTHORIZED SIGNATURE

Jan Zander
PRINTED NAME

COO
TITLE

2/13/2025
DATE

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

City of Wheat Ridge 38th West Study
Final Design
Scope of Work – January 22, 2025

This Scope of work is to perform Final Design services for the West 38th Ave corridor improvements from Youngfield Street to Kipling Street (i.e. 38th West) in the City of Wheat Ridge. The scope includes the following tasks and limitations.

0.0 PROJECT MANAGEMENT & ADMINISTRATION

0.1 Administer the contract per City of Wheat Ridge requirements

0.2 Prepare monthly invoices and progress reports.

0.3 Schedule & conduct a virtual project kick-off meeting with project staff and bi-weekly virtual progress meetings with project staff and prepare meeting minutes and/or summaries (assume 22 meetings).

0.3 Schedule & conduct plan deliverable review meetings with project staff after major submittals (assume 4 meetings).

1.0 PUBLIC INVOLVEMENT

1.1 Plan, coordinate, and hold small group business and stakeholder meetings to coordinate final parking impacts (assume 4 separate virtual meetings).

1.2 Develop materials to support City staff presentations to City Council (assume 2 presentations).

1.3 Plan, coordinate, and hold one public open house meetings. Develop informational flyers & invites. City will develop mailing list and send mailings. Provide public engagement results to staff for use on the City website and other associated social media platforms.

2.0 TOPOGRAPHIC SURVEY

2.1 Perform UAS LiDAR survey of the entire corridor at 2-inch pixel resolution; includes Calibration, QC, and CAD Processing. Delivered as 40 Scale Detailed Planimetric Mapping within right-of-way in Civil 3D.

2.2 Perform Aerial Imagery Collection of the entire corridor with 2-inch pixel resolution; includes Calibration, QC, and CAD Processing of 3D surfaces and contours. Delivered as 40 Scale contours and surfaces in Civil 3D

2.3 Perform traditional detailed topographic survey of critical areas (sidewalk ramps, tie-in curb/gutter, pavement tie-in points, etc. Includes QC and CAD Processing of line features in Civil 3D). Survey Control shall be Colorado State Plane, Central Zone, NAD 83 US Feet.

3.0 UTILITY INVESTIGATION

3.0 Review existing utility reports, records, maps, and plans from study phase.

3.1 Perform and mark on-site designating & locating of existing UG utilities (QLC). Perform survey of marked locations (QLB) and process into topographic survey CAD files.

3.2 Develop preliminary utility plan sheets & potential locations for QLA Test Holes.

3.3 Perform preliminary utility coordination with up to 10 impacted utility owners. Develop preliminary utility conflict plans for up to 5 separate utility owners.

3.4 Verify Test Hole locations, perform up to 40 test hole excavations with survey and field reports,

3.5 Finalize Utility Plans with QLA information.

3.6 Perform final utility coordination with up to 10 impacted utility owners. Develop relocation plans for up to three utility facilities. Develop and assist the City with executing up to 3 utility agreements.

4.0 HYDROLOGY AND HYDRAULIC ENGINEERING

The H&H engineering that will be developed as part of the final design stage will consist of the following tasks and assumptions. The basis for design will build off the Outfall System Plan, (OSP), developed by Ayres as part of the conceptual level study completed. At 30% Ayres will update the OSP to serve as the hydraulics report and it will

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

meet Mile High Flood District criteria for engineering standard and documentation requirements. No floodplain impacts are anticipated as part of this project; therefore, floodplain permitting is not included as part of this scope. This project will also aim to include water quality features to the extent practical within the existing footprint of the project, this will require input and additional coordination across disciplines within the City of Wheatridge. We will also work to ensure our project meets requirements under the current Stormwater Phase II permit held by the city.

The specific H&H related tasks and descriptions are provided here:

4.1 Task management & coordination

a. This covers internal management of this task within the hydraulic discipline and coordination meetings with clients, stakeholders, and internal staff as needed.

4.2 H&H Modeling, Design, and Reporting

a. Updates to existing conditions H&H from comment review or due to new survey information

b. Complete H&H drainage design including minor and major storm criteria:
   i. Determine locations, sizes, and alignment based on conceptual hydraulic design. Identify locations by highway station or coordinates, as appropriate.
   ii. Determine the allowable headwater and roadway spread.
   iii. Assess the degree of sediment and debris problems to be encountered
   iv. Hydrology will be completed using MHFCD CUHP method, Hydraulics will be completed using StormCad.
   v. Update per roadway comment and review changes after 30%, 60%, and 90% review periods.

c. Implement detention and/or water quality features
   i. Where practical we will implement BMPs to reduce the amount of pollutants being discharged into Lena Gulch through runoff within the ROW of the project area. This will be accomplished through Low Impact Development (LIDs) or Water Quality Detention Ponds where possible. This will be a collaborative, iterative, and multidisciplinary effort with the City of Wheatridge. To reduce the costs associated with redesign, the features presented will be conceptual until the 60% design phase of the project. At that stage it is assumed that the features presented will not change and can be fully designed. It is important to note that this project is not anticipated to significantly increase the amount of imperviousness through the area, and detention or water quality implemented will be retrofit to the system and added as a good faith measure towards the current MS4 permit and general best management practices. This effort will be coordinated with the Wheat Ridge Stormwater division.

d. Irrigation Infrastructure
   i. Impacts to two irrigation facilities are anticipated as part of this project, including piping existing surface conveyances. One irrigation facility is confirmed and a second irrigation facility needs to be identified and confirmed as part of this scope. Coordination with irrigation companies to determine structural inefficiencies or known drainage issues, and design of appropriate improvements within the Right of Way, are included in this scope.

e. Reporting
   i. Hydraulic reporting will consist of updating the current OSP at the 30%, 90%, and 100% design levels. The final hydraulic design report will follow the OSP general format, though it may differ slightly based on additional project information needed or sections that do not pertain to this project.

4.3 Preliminary (30%) Plans

   i. 30% plans will consist of general layout of the system with preliminary plan and profile sheets for the proposed drainage system. This will be used to highlight potential conflicts with ROW and Utilities.
   ii. Conceptual level WQ / LIDs will be presented at this stage for general layout and feasibility.

4.4 60% Plans

   i. Refinements to the 30% plans will be implemented based on 30% city review comments and conflict resolution between ROW and Utilities. Major redesign of the roadway and general layout of the system are not anticipated past the 60% design stage.
   ii. Water quality features will be refined at this stage as well. Changes past this stage to location or general strategy are not anticipated.

4.5 90% Plans, Details, and Specifications

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

i. 60% city review comments will be addressed, and plans will be refined to the 90% level, minor changes to pipe elevations and alignment are included.
ii. Necessary details and specifications will be provided at this stage.

4.6 100% Plans, Details, and Specifications

i. 90% city review comments will be addressed, and plans will be refined to the 100% level. Only very minor changes to pipe alignment or elevations are anticipated at this level. Plans will be reviewed for standardization across disciplines.
ii. Final refinements to the details and specifications will be provided at this stage.

5.0 ENGINEERING & DESIGN

5.0 Develop alignment and profile for roadways, curbs, and ramps.

5.1 Perform comprehensive 3D modeling and cross sections of the project template to develop plan sheets.

Design Criteria to be followed (in order of precedence and hierarchy):

- AASHTO; A Policy on Geometric Design of Highways & Streets
- AASHTO Roadside Design Guide
- FHWA Manual of Uniform Traffic Control Devises (MUTCD)
- CDOT M&S Standards
- City of Wheat Ridge Zoning and Development Code
- NACTO Urban Street Design Guidelines
- AASHTO Guide for the Development of Bicycle Facilities

6.0 PLAN DEVELOPMENT AND PRODUCTION

6.1 Develop 30% construction plans for roadway, bicycle facilities, sidewalks, and drainage facilities to include:

- Title sheet
- Survey Control Diagram
- Geometric Control
- Typical Section
- Removals
- Roadway Plan & Profiles
- Preliminary Intersection Details
- Preliminary ADA Ramp Details
- Preliminary Drainage Plan & Profiles
- Preliminary Drainage Details

6.2 Develop 60% construction plans for roadway, bicycle facilities, sidewalks, and drainage facilities to include 30% Plan elements plus:

- Standard Plans List
- General Notes
- SAQ & Quantity Tabulations
- Intersection Details
- ADA Ramp Details indicating compliance with the latest version of CDOT “Curb Ramp” standards M-608-1
- Preliminary Driveway Details
- Drainage Plan & Profiles
- Drainage Details
- Preliminary Lighting Plans & Details
- Preliminary Signing & Striping Plans, Details, and Quantities
- Preliminary Construction Stormwater/Erosion Control Sheets (SWMP or ECS)
- Utility Plans
- Preliminary Construction Phasing/MOT Plans

6.3 Develop 90% construction plans to include 60% Plan elements plus:

- Driveway Details
- Lighting Plans & Details

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

- Traffic Signal Plans & Details (RRFB)
- Signing & Striping Plans, Details, and Quantities
- Construction Stormwater/Erosion Control Sheets (SWMP or ECS)
- Utility Plans
- Construction Phasing/MOT Plans
- Miscellaneous Details
- Cross Sections

6.4 Finalize 100% PS&E construction plans.

6.5 Develop Preliminary Construction Specifications at 60% and final Specifications at 90% and 100%. It is assumed CDOT Construction Specifications will primarily be utilized. Ayres will develop project-specific specifications following the CDOT format.

6.6 Develop opinion of probable construction cost estimate at 30%, 60%, 90%, and 100%. CDOT bid items will be utilized in the plans and CDOT bid history will be utilized to develop the opinion of probably cost, with adjustments based on recent Cotity of Wheat Ridge construction projects.

6.7 Develop Project Manual for Advertisement and Contract

6.8 Develop Bid Package for Advertisement. City to administer and post the advertisement on the City's website and Bidnet.

6.9 Provide Bid & Award Support for selection and award of construction contract.

7.0 STRUCTURAL INSPECTION & DESIGN

7.1 Perform inspection of the existing (approximately) 10'x12'x65' long three-bay CBC and the existing (approximately) 10'x12'x245' two-bay CBC and associated parapets, wingwalls, and rails in conformance with the National Bridge Inspection Standards (NBIS). Develop an inspection report with conditions observed and repair recommendations.

7.2 In consultation with City Staff, develop a recommendation of repairs and retrofits to bring railing up to current standards. Develop 30% structural repair and rehabilitation plans for four sections of bridge rail.

7.3 Develop 60% structural plans .

7.4 Develop 90% structural plans & construction specifications.

7.5 Finalize 100% structural plans & construction specifications.

8.0 LANDSCAPE DESIGN

8.1 Develop preliminary corridor streetscape design & cost estimate (per SF) for 30% plans.

8.2 Facilitate discussion and selection of surface water quality elements (i.e. bioswales) where feasible for 60% plans.

8.3 Develop detailed streetscape design and planting & irrigation quantities for 60% plans.

8.4 Develop detailed planting & irrigation plans, quantities, and specifications for 90% and 100% plans.

9.0 ROW PLAN DEVELOPMENT

9.1 Develop parcel tracking spreadsheet and calculate estimated property impact polygons (acquisition and TCE's) for use on 30% plans and in tracking spreadsheet (with opinion of acquisition costs).

9.2 Develop Preliminary ROW Plans with detailed acquisition and easement shapes (no exhibits or legal descriptions).

9.3 Develop Final ROW Plans with detailed acquisition and easement shapes. Develop exhibits and legal descriptions for fee acquisitions.

9.4 Perform 1-on-1 coordination with affected landowners.

9.5 Field stake acquisition and easement impacts at the request of landowners. Limited to one staking per parcel; parcels will be combined and staked in groups to minimize cost.

10.0 LIGHTING DESIGN

In general, this scope is to perform necessary lighting design for roadway projects. See the Mead & Hunt detailed Scope of Work for exact tasks to be performed.

10.1 Gather available data and review existing lighting conditions, equipment and delivery systems.
10.2 Coordinate with City staff to determine needs/desires for future corridor lighting.
10.3 Develop a photometric plan for review and discussion with City Staff.
10.4 Develop plans at 60%, 90% and Construction Documents. Plans will include the following information:

- Lighting Layouts
- Conduit and other electrical delivery infrastructure needs
- Lighting details
- Electrical connection design/details
- Opinion of probably cost of equipment for each submittal

11.0 GEOTECHNICAL INVESTIGATION

In general, this scope is to perform necessary geotechnical investigations for roadway projects. See the RMG detailed Scope of Work for exact tasks to be performed.

11.1 In consultation with the project team, develop preliminary investigation map of boreholes and soils samples, depths, and required tests.
11.2 Perform field investigation, including appropriate and approved traffic control and laboratory testing.
11.3 Perform pavement design & recommendations.
11.4 Develop draft and final geotechnical report with findings and recommendations.

12.0 ROW ACQUISITION SERVICES

In general, this scope is to perform necessary Right-Of-Way notice, negotiation, closing, and acquisition services meeting the requirements of the Uniform Act. See the WSLS detailed Scope of Work for exact tasks to be performed.

12.1 Perform initial virtual property owner engagement at 60% design level (assume 90 virtual meetings).
12.2 Draft & send notice of intent letters to impacted property owners (assume 6 fee acquisitions and 85 TEs).
12.3 Perform property valuations (assume 6 fee acquisitions and 2 TE valuations (business and residential)).
12.4 Draft & send offer letters to impacted property owners (assume 6 fee acquisitions and 85 TEs).
12.5 Perform negotiations (assume 6 fee acquisitions and 40 TE's).
12.6 Draft & send final offer letters to impacted property owners (assume 6 fee acquisitions and 40 TEs).
12.7 Perform closings (assume 6 fee acquisitions and 85 TEs).

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Ayres Associates - Professional Services Fee Proposal
City of Wheat Ridge W 38th Avenue - Final Design
Fee Estimate, January 17, 2025

DETAIL OF LABOR, DIRECT, AND SUBCONSULTING COSTS BY TASK

Task	Description	Senior Project Manager	Senior Professional	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Senior CADD Technician	Landscape Architect 2	Landscape Architect 1	Landscape Architect 1	Field Technician	Project Administrator	Total Labor Hours	Total Labor Cost	Total Direct Expenses	Total by Task
		Silberhorn	Boltze/ Mathison	Hickox/ Armstrong	Shaw/ Leary	Wright	Evans/ Rogers	Ricks	Land	Stoffel	Esker/Giles	Hayes	Smith/Fehr/ Shrader				
		$210.00	$230.00	$205.00	$160.00	$130.00	$140.00	$150.00	$185.00	$175.00	$130.00	$140.00	$115.00				
Task 0	**Project Management & Administration**																
0.1	Contract Administration	8							8				4	20	$3,620		$3,620
0.2	Monthly Accounting	5							2				3	10	$1,706		$1,706
0.3	Project Meetings (6)	12							12					24	$4,740	$245	$4,985
0.4	Plan Review Meetings (1)	3				3			3					9	$1,575	$122	$1,697
0.5	Monthly Accounting	6							3				4	13	$2,275		$2,275
0.6	Project Meetings (8)	16							8					24	$4,840	$326	$5,166
0.7	Plan Review Meetings (1)	3				3			3					9	$1,575	$122	$1,697
0.8	Monthly Accounting	6							3				4	13	$2,275		$2,275
0.9	Project Meetings (8)	16							8					24	$4,840	$326	$5,166
0.10	Plan Review Meetings (1)	3				3			3					9	$1,575	$163	$1,738
0.11	Plan Review Meetings (1)	3				3			3				4	13	$2,035	$163	$2,198
	Subtotal Hours	**81**	**0**	**0**	**0**	**12**	**0**	**0**	**56**	**0**	**0**	**0**	**19**	**168**	**$31,056**	**$1,469**	**$32,525**
	Subtotal $	**$16,905**	**$0**	**$0**	**$0**	**$1,560**	**$0**	**$0**	**$10,406**	**$0**	**$0**	**$0**	**$2,185**		**$31,056**		**$32,525**
Task 1	**Public Involvement and Meetings**																
1.1	Local Business & Stakeholder Meetings (4)	16							16	8	8			48	$8,760	$326	$9,086
1.2	Council Presentations/Work Sessions (2)	16							16					32	$6,320	$122	$6,442
1.3	Public Meeting Materials	12							12	8	16			48	$8,220		$8,220
1.4	Public Meeting #1	8							8	8	8			32	$5,600	$122	$5,722
1.5	Public Meeting #2	8							8	8	8			32	$5,600	$122	$5,722
	Subtotal Hours	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**60**	**32**	**40**	**0**	**0**	**192**	**$34,500**	**$694**	**$35,194**
	Subtotal $	**$12,600**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,100**	**$5,600**	**$5,200**	**$0**	**$0**		**$34,500**		**$35,194**
Task 2	**Survey**				Crocker/ Kaebisch/ Van Horn	Prof. I						PLS	Tech				
2.1	UAS Lidar & Processing (completed)													0	$0		$0
2.2	Aerial Imagery & Processing (completed)													0	$0		$0
2.3	Ground Control				8	24						8		40	$5,520	$458	$5,978
2.4	Conventional Survey & Processing				16	40						40	40	136	$17,960	$938	$18,898
2.5	CAD file review	8				8								16	$2,720		$2,720
	Subtotal Hours	**8**	**0**	**0**	**24**	**72**	**0**	**0**	**0**	**0**	**0**	**48**	**40**	**192**	**$26,200**	**$1,396**	**$27,596**
	Subtotal $	**$1,680**	**$0**	**$0**	**$3,840**	**$9,360**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,720**	**$4,600**		**$26,200**		**$27,596**
Task 3	**Utility Coordination & SUE Report**																
3.1	Field Work: Utility Designating & Report: QL-B	2	8					8				80		98	$14,660	$2,038	$16,698
3.2	Preliminary Utility/SUE Plans	4	8			8		40				8	16	84	$12,680		$12,680
3.3	Utility Coordination & Preliminary Utility Conflict Plans	20				60								80	$12,000		$12,000
3.4	Field Work: Test Holes (assume 40): QL-A	4	10		40							140	140	334	$45,240	$13,230	$58,470
3.5	Final Utility/SUE Plans: QL-A	4	20					40				4	4	72	$12,460		$12,460
3.6	Utility Relocation Plans and Utility Agreements	20				60		20						100	$15,000		$15,000
	Subtotal Hours	**54**	**46**	**0**	**40**	**128**	**0**	**108**	**0**	**0**	**0**	**232**	**160**	**768**	**$112,040**	**$15,268**	**$127,308**
	Subtotal $	**$11,340**	**$10,580**	**$0**	**$6,400**	**$16,640**	**$0**	**$16,200**	**$0**	**$0**	**$0**	**$32,480**	**$18,400**		**$112,040**		**$127,308**
Task 4	**Hydrology & Hydraulic Engineering**																
4.1	Task Management and Coordination			50			25						7	82	$14,498		$14,498
4.2	Conceptual H&H QAQC													0	$0		$0
4.3	Hydraulic Modeling (w/WQ & det)	2		40			150							192	$29,620		$29,620
4.4	Hydraulics & Storm Sewer Design (w/WQ & det)	4		60			180							244	$38,340		$38,340
4.5	Preliminary (30%) Plans (w/WQ & det)	4	4	40			60	120					3	231	$36,705		$36,705
4.3	60% Drainage Plans	4	4	60			80	40					4	192	$31,720		$31,720
4.4	90% Drainage Plans, Details, & Specifications	4	4	40			40	20					4	112	$19,020		$19,020
4.5	100% Drainage Plans, Details, & Specifications	4	4	10				10					2	30	$5,540		$5,540
	Subtotal Hours	**22**	**16**	**300**	**0**	**0**	**535**	**190**	**0**	**0**	**0**	**0**	**20**	**1083**	**$175,443**	**$0**	**$175,443**
	Subtotal $	**$4,620**	**$3,680**	**$61,500**	**$0**	**$0**	**$74,900**	**$28,500**	**$0**	**$0**	**$0**	**$0**	**$2,243**		**$175,443**		**$175,443**
Task 5	**Roadway/Civil Design & CAD Modeling**																
5.1	CAD file review and design adjustments	8			8	32			24		24			96	$14,680		$14,680
5.2	3D model development & adjustments	40			60	120			8		32			260	$39,240		$39,240
	Subtotal Hours	**48**	**0**	**0**	**68**	**152**	**0**	**0**	**32**	**0**	**56**	**0**	**0**	**356**	**$53,920**	**$0**	**$53,920**
	Subtotal $	**$10,080**	**$0**	**$0**	**$10,880**	**$19,760**	**$0**	**$0**	**$5,920**	**$0**	**$7,280**	**$0**	**$0**		**$53,920**		**$53,920**
Task 6	**Roadway Plans, Specs, and Estimates**																
6.1	30% Plans & Cost Estimate	32	8		54	138			8		8			248	$37,660		$37,660
6.1.1	Develop Design	16			16	40			8		8				$13,640		$13,640
6.1.2	Develop Plan sheets (60)	8			30	90									$18,180		$18,180
6.1.3	Develop Specifications														$0		$0
6.1.4	Develop Summaries & Cost Estimates	8	8		8	8									$5,840		$5,840
6.2	60% Plans, Specifications, & Estimates	112	24		128	226			8	8	24			530	$84,900		$84,900
6.2.1	Revise & Progress Design	16			24	60									$15,000		$15,000
6.2.2	Develop Plan sheets (120)	40			60	150									$37,500		$37,500
6.2.3	Develop 60% Specifications	40	16		20										$15,280		$15,280
6.2.4	Develop Summaries & Cost Estimates	16	8		24	16									$11,120		$11,120
6.3	90% Plans, Specifications, & Estimates	100	24		90	256			16	16	24			526	$83,080		$83,080
6.3.1	Revise & Progress Design	4			20	60									$11,840		$11,840
6.3.2	Develop Plan sheets (240)	40			60	180									$41,400		$41,400
6.3.3	Develop 90% Specifications	40	16												$12,080		$12,080
6.3.4	Develop Summaries & Cost Estimates	16	8		10	16									$8,880		$8,880
6.4	100% Plans, Project Manual, Bid Docs, Advertisement	40	16		24	24			24	24			40	192	$32,280		$32,280
6.5	Bidding Support	40	16		24	24			24	24				152	$27,680		$27,680
6.6	QA/QC (30%, 60%, and 90% plans)	9	30											39	$8,790		$8,790
	Subtotal Hours	**333**	**118**		**320**	**668**			**80**	**72**	**56**		**40**	**1687**	**$274,390**	**$0**	**$274,390**
	Subtotal $	**$69,930**	**$27,140**	**$0**	**$51,200**	**$86,840**	**$0**	**$0**	**$14,800**	**$12,600**	**$7,280**	**$0**	**$4,600**		**$274,390**		**$274,390**

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Ayres Associates - Professional Services Fee Proposal
City of Wheat Ridge W 38th Avenue - Final Design
Fee Estimate, January 17, 2025

DETAIL OF LABOR, DIRECT, AND SUBCONSULTING COSTS BY TASK

Task	Description	Senior Project Manager	Senior Professional	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Senior CADD Technician	Landscape Architect 2	Landscape Architect 1	Landscape Architect 1	Field Technician	Project Administrator	Total Labor Hours	Total Labor Cost	Total Direct Expenses	Total by Task
Task 7	**Structural Inspection & Design**					Evans				Bluma/ Baudette							
7.1	Inspect Existing CBC Structures (2) and Rails									64				64	$11,200	$1,130	$12,330
7.2	30% Structure Rehab/Repair Plans		8			80				32				120	$17,840		$17,840
7.3	60% Structure Rehab/Repair Plans		8			40				16				64	$9,840		$9,840
7.4	90% Structure Rehab/Repair Plans		4			24				16				44	$6,840		$6,840
7.5	100% Rehab/Repair Plans, Specs, and Estimates		2			24				8				34	$4,980		$4,980
7.6	QA/QC		8											8	$1,840		$1,840
	Subtotal Hours	**0**	**30**	**0**	**0**	**168**	**0**	**0**	**0**	**136**	**0**	**0**	**0**	**334**	**$52,540**	**$1,130**	**$53,670**
	Subtotal $	**$0**	**$6,900**	**$0**	**$0**	**$21,840**	**$0**	**$0**	**$0**	**$23,800**	**$0**	**$0**	**$0**		**$52,540**		**$53,670**
Task 8	**Landscaping & Planting**																
8.1	Concept Landscape Plans								16	24				40	$7,160		$7,160
8.2	Water Quality Coordination								8	8	16			32	$4,960		$4,960
8.3	Detailed Planting Plans								16	40				56	$9,960		$9,960
8.4	Landscape & Planting Specs & Costs								24	40				64	$11,440		$11,440
	Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**64**	**112**	**16**	**0**	**0**	**192**	**$33,520**	**$0**	**$33,520**
	Subtotal $	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$11,840**	**$19,600**	**$2,080**	**$0**	**$0**		**$33,520**		**$33,520**
Task 9	**ROW Plans *(assumes 6 Acqu's. & 85 TEs)***				Van Horn					Crew Chief							
9.1	Parcel/Owner Tracking Database (125 parcels)	63											63	125	$20,313		$20,313
9.2	Preliminary ROW Plans (90 parcels)	23				45							45	113	$15,750		$15,750
9.3	Final ROW Plans (6 Acquisitions and 85 TE's)	27			27	49							24	127	$19,176	$326	$19,503
9.4	Property Owner Coordination & Meetings (40 parcels)	40											12	52	$9,780	$326	$10,106
9.5	ROW Staking (6 Acquisitions and 85 TE's)	27			27	27						27		109	$17,440	$326	$17,766
	Subtotal Hours	**180**	**0**	**0**	**55**	**121**	**0**	**0**	**0**	**0**	**0**	**27**	**144**	**526**	**$82,459**	**$979**	**$83,438**
	Subtotal $	**$37,695**	**$0**	**$0**	**$8,720**	**$15,698**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,815**	**$16,531**		**$82,459**		**$83,438**
Tasks	**Subconsultants**																
	Mead & Hunt (Lighting, Sign & Stripe, & MOT)	20	8			8								36	$7,080	**$439,700**	$446,780
	Merge Consulting Group (Strategy & PI Facilitation)	8												8	$1,680	**$30,000**	$31,680
	Rocky Mountain Group (Geotech)	8	2											10	$2,140	**$30,000**	$32,140
	WSLS (ROW & Easement Acquisitions)	16				4								20	$3,880	**$303,800**	$307,680
	Hines (Irrigation)								8	8				16	$2,880	**$20,000**	$22,880
	~~5% fee on subconsultants for subcontracting, regular coordination, and deliverables reviews~~														$0		$0
	Subtotal Hours	**52**	**10**	**0**	**0**	**12**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**90**	**$17,660**	**$823,500**	**$841,160**
	Subtotal $	**$10,920**	**$2,300**	**$0**	**$0**	**$1,560**	**$0**	**$0**	**$1,480**	**$1,400**	**$0**	**$0**	**$0**		**$17,660**		**$841,160**
	Total	**837**	**220**	**300**	**507**	**1333**	**535**	**298**	**300**	**360**	**168**	**307**	**422**	**5587**	**$893,728**	**$844,436**	**$1,738,163**
	Total (H x Rate)	**$175,770**	**$50,600**	**$61,500**	**$81,040**	**$173,258**	**$74,900**	**$44,700**	**$55,546**	**$63,000**	**$21,840**	**$43,015**	**$48,559**	**5587**	**$893,728**		

30% Phase	$444,656
60% Phase	$455,798
90% Phase	$362,026
100% Phase	$475,683
	$1,738,163

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

City of Wheat Ridge 38th West Final Design
Scope of Work – Mead & Hunt

This Scope of work is to perform Final Design services for the West 38th Ave corridor improvements from Youngfield Street to Kipling Street (i.e. 38th West) in the City of Wheat Ridge. The scope includes the following tasks and limitations.

ROUNDABOUT DESIGN TASKS (Task 5.2)

Coordinate efforts with other design activities as required.

- Review the existing data and determine survey needs.
- Verify horizontal alignment of alternatives developed in the conceptual design phase.
- Develop vertical alignment. Check horizontal and vertical clearances against design criteria.
- Provide alignments and required right-of-way (preliminary plans) to the manager responsible for producing the right-of-way ownership map.
- Plot/develop required information on the plans in accordance with Wheat Ridge / CDOT standards.
- Develop 30%, 60%, 90% and Construction Documents for three mini-roundabouts.
- Develop preliminary earthwork limits.
- Work with drainage engineers to incorporate grading and necessary subsurface infrastructure.
- Address pedestrian access (ADA/PROWAG)
- Review design vehicle data and adjust the design accordingly.

The following will be completed for each submittal:

- Coordinate, complete and compile the plan inputs from other activities: materials, hydraulics, traffic, right-of-way, and major structures.
- Prepare the preliminary opinion of probable construction cost estimate for the work described in the plans based on estimated quantities.
- The plans will likely include:
    - Geometric Layout sheet(s)
    - Roundabout plan sheet(s)
    - Profile sheet(s)
    - Detail sheet(s)
    - Grading Sheet(s)
    - Design Notes
    - Cross Sections at critical points with roadway template, existing utility lines at known or estimated depths, catch points, and roposed right-of-way
- The plan and profile sheets will include the following: existing topography, proposed alignments, profile grades, ground line, existing ROW, rough structure notes (preliminary drainage design notes), and existing utility locations.

All submittals will be electronic. Plan Reviews will include the following:

- Attend the Design Review meetings for 30%, 60%, and 90% submittals
- Design decisions concerning questions raised by the Preliminary Review will be resolved in cooperation with the City/PM. The Consultant/PM shall document the decision and transmit the documentation to the City for approval.
- A list of all deviations from standard design criteria along with the written justification for each one shall be submitted to the City.

SIGNING & STRIPING TASKS (Tasks 6.1 – 6.4)

- Inventory existing signing within and leading up to the project area.
- Lay out all signage and striping per MUTCD, CDOT, or local design criteria.
- Plan sheets will address signing and striping associated with auto, bike, pedestrian and transit, including lane reconfigurations at the west leg of the Kipling Street intersection
- Develop a tabulation of signing and striping bid items in accordance with CDOT Item Code Book

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

- The proposed design shall be reviewed by the City for compatibility with existing signing procedures prior to the preliminary plan set.
- The proposed design at the Kipling Street intersection shall be reviewed by CDOT for compatibility with existing signing standards prior to the preliminary plan set.

TRAFFIC SIGNAL TASKS (Tasks 6.1 - 6.4)

- Based on the alternatives analysis previously completed for the Kipling Street intersection (dated 6-18-24), develop revised signal timing plans for the existing traffic signals utilizing recommended alternative 2 (eastbound only). Includes CDOT coordination and approvals.
- Traffic signal timing revisions assume no pole or mast arm relocations or modifications.

LIGHTING (Tasks 6.1 - 6.4)

- Gather available data and review existing lighting conditions, equipment and delivery systems.
- Coordinate with City staff to determine needs/desires for future corridor lighting.
- Develop lighting plans at 30%, 60%, 90% and Construction Documents.
- Plans will include the following information:
  - Lighting Layouts
  - Conduit and other electrical delivery infrastructure needs
  - Lighting details
  - Electrical connection design/details
  - Opinion of Probably Cost of equipment for each submittal

CONSTRUCTION PHASING / MOT (Tasks 6.1 - 6.4)

- Develop construction phasing plans to identify an efficient order of construction operations by defining and delineating project work areas and traffic operation areas. A preliminary traffic control plan will also be developed which will be compatible with the phasing plan. At this time, it is assumed there will be 3 basic construction phases with some sub phases likely necessary.
- Develop a tabulation of presumed construction traffic control bid items in accordance with CDOT Item Code Book.
- Layout sheets will detail construction zones, drive lanes, construction appurtenances, typical sections and tabulations of quantities.

Wheat Ridge
38th Corridor
Fee Proposal (1/13/25)

	TASK / DELIVERABLE	Mead & Hunt						Mead & Hunt Totals	
		MH Project Manager	Public Outreach Expert	Project Engineer	Design Enginer I	Design Enginer III	Design Technician	Professional Service Hours	Professional Service Fee
		$250	$165	$225	$185	$125	$145		
	TASK A								
SCOPE OF WORK	**TASK A.1 - PROJECT INITIATION AND MANAGEMENT**								
	1. Management	64						**64**	$16,000
	2. Progress Meetings	26						**26**	$6,500
	Sub Total								**$22,500**
	TASK B - INVOICING AND PAYMENT								
	1. Submit Invoice & Progress Letter	12						**12**	$3,000
	Sub Total								**$3,000**
	TASK C - Lighting								
	1. Lighting Design			8		180	240	**428**	$59,100
	2. Photometrics							**0**	$0
	Sub Total								**$59,100**
	TASK D - COMMUNITY / STAKEHOLDER ENGAGEMENT								
	1. Meeting Assistance							**0**	$0
	2. Open House							**0**	$0
	Sub Total								**$0**
	TASK E - Signing & Striping								
	1. Design	24		80	160	100	260	**624**	$103,800
	Sub Total								**$103,800**
	TASK F - Roundabouts								
	1. Design	24		100	160	180	300	**764**	$124,100
	Sub Total								**$124,100**
	TASK G - Traffic Control / Phasing								
	1. Design	24		80	120	280	300	**804**	$124,700
	Sub Total								**$124,700**
	Labor Total								**$437,200**
	TASK C - Indirect Costs								
	TASK C -								
	Mileage								$1,000
	Other (Printing / Materials/ etc)								$1,500
	Total C								
	Total Fee	174	0	268	440	740	1100	**2722**	**$439,700**

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

PROPOSAL

December 16, 2024

Client: **Ayres Associates Inc**
Address: **3665 JFK Parkway, Bldg 2, Suite 100**
Fort Collins, CO 80525
Attn: **Nathan Silberhorn**
E-mail: SilberhornN@AyresAssociates.com

Project: **W 38th Ave – Youngfield St to Kipling St**
Wheatridge, Colorado
RMG Job No: 198276

Proposal:

This is a proposal to provide a pavement assessment, subsurface soil investigation, and pavement design for new/replacement pavement sections along W. 38th Ave between Youngfield St and Kipling St. We understand an approximate 2-mile stretch of W. 38th Ave is to be reconstructed. The reconstruction is to include a pavement assessment which will determine the areas along the roadway that will either need to be milled and overlaid or completely removed and replaced. In addition to the assessment, new bike lanes, street lights, and roundabouts are proposed. Test borings are anticipated to be placed near the approximately 14 new street lights (once final locations are determined) and the new pavement areas. For the purposes of the investigation, our services have been broken down into three phases. *This proposal has been prepared assuming that all included sections of roadway are available for investigation at the same time, for inclusion into a single report.*

Phase I – **Pavement Assessment:** This will need to be completed first, in order to determine the number of additional borings that will be required to complete the pavement design.
Phase 2 – **Subsurface Soil Investigation:** This will include coordination of traffic control and performance of the borings for the street lights and new pavement areas.
Phase 3 – Pavement Design Report: Utilizing the information from the test borings and laboratory testing, this will include preparation of a written engineering report with recommendations for pavement reconstruction and street light foundations (assumes 3 to 4 pavement design sections).

Fees:

Fees are as follows:

SERVICES	*FEES*	
GEOTECHNICAL		
Phase 1: Pavement Assessment (hourly / rates below)	Estimated at:	* $3,600 to $4,400
Phase 2: Subsurface Soil Investigation	Estimated at:	* $15,750 to $18,000
Phase 3: Pavement Design Report		$2,350
Traffic Control Plan (to be prepared by Work Zone)		$165 each
Traffic Control (by Work Zone – See attached Sales Quote)	Estimated at:	*$4,000 to $5,500

* Fee is to be verified once the final boring locations are determined

A retainer deposit of $7,500 is required at time of notice to proceed prior to our initiation of the project.

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Western States Land Services, LLC

Acquisition and Relocation Specialists
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
Metro: (303) 938-1414
Wslsrow.com

COST ESTIMATE

For the purposes of this cost proposal, we have been asked by Ayres to assume that we will need to acquire property interests from up to 91 distinct landowners. Based on the information provided to date, we do not anticipate any federal or state funding and no relocations. Our scope would include valuations, basic property research, document preparation, landowner negotiations and closings. In order to acquire property interests from 91 landowners, we provide the following estimates:

Project Manager/Sr Agent	820 hours x $115 per hour	$ 94,300.00
Agent II	1,000 hours x $110 per hour	$110,000.00
Clerical	100 hours x $80 per hour	$ 8,000.00
Waiver Valuations	85 x $500 each	$ 42,500.00
		$254,800.00
Expenses: mileage, copies, facsimiles, postage, telecom		$ 7,000.00
	Estimated WSLS Total	$261,800.00

Third Party Services

Appraisals	6 x $7,000	$ 42,000.00

GRAND TOTAL **$ 303,800.00**

The above estimate is for acquisition services through statutory negotiations and is based upon current information. We have included time for periodic meetings and to make trips to the project area as may be necessary. As with all of our work, we note that the fee estimated above is not a fixed bid and we would only charge for the actual time and expenses incurred during the conduct of our acquisition services.

Thank you and should you have any questions regarding this preliminary proposal, please contact me at your earliest convenience.

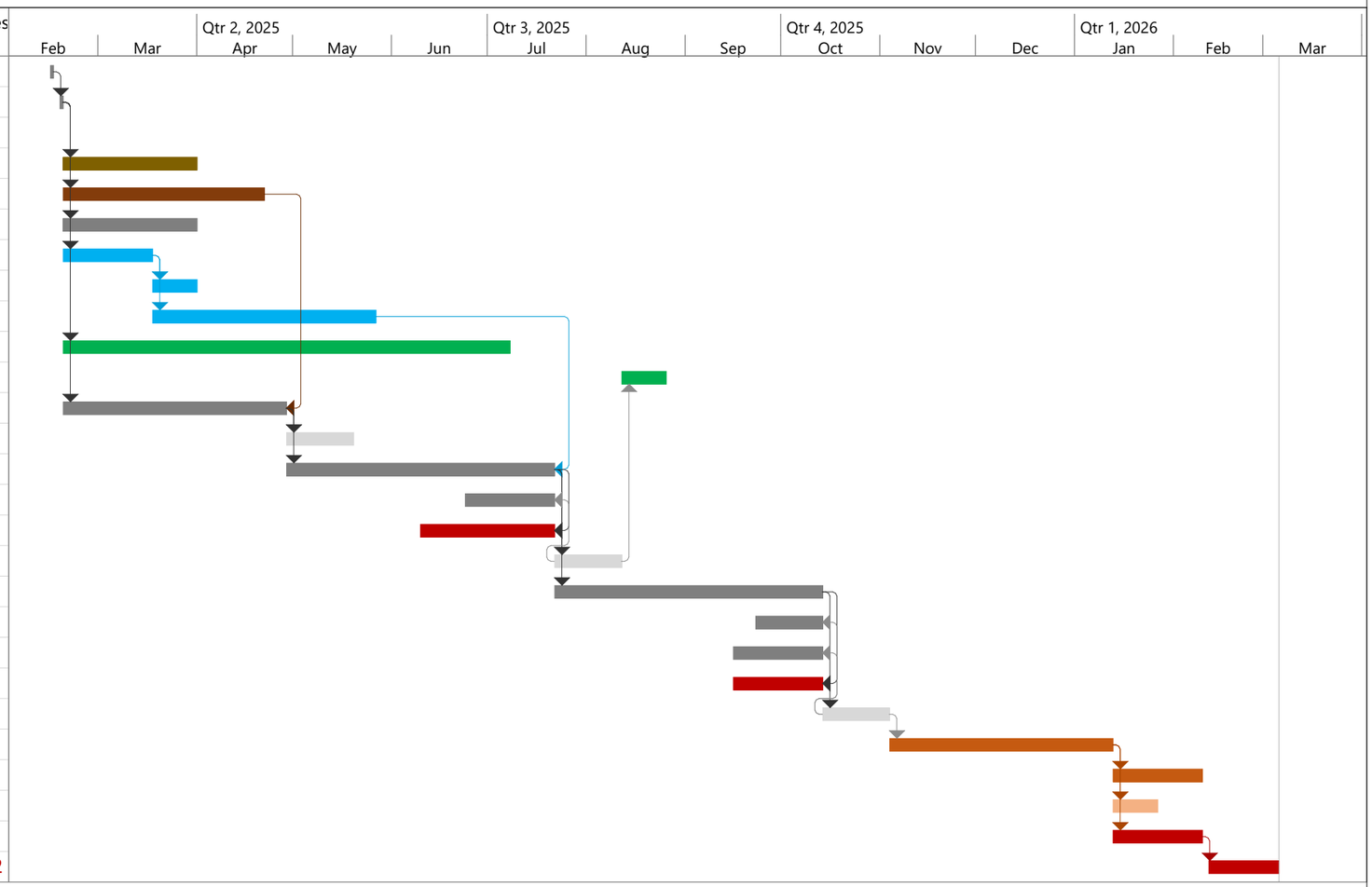
Sincerely,
WESTERN STATES LAND SERVICES, LLC

John Doty
Principal

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

Project: Wheat Ridge W 38th Ave Proposed Design Schedule
Date: Mon 1/27/25

ID	Task Name	Duration	Start	Finish	Predeces
1	Notice to Proceed	1 day	Fri 2/14/25	Fri 2/14/25	
2	Project Kick-Off	1 day	Mon 2/17/25	Mon 2/17/25	1
3	Survey (started under study phase)	30 days	Mon 12/9/24	Fri 1/17/25	
4	Geotech Investigation	30 days	Tue 2/18/25	Mon 3/31/25	2
5	Utility QL-B & Plans	45 days	Tue 2/18/25	Mon 4/21/25	2
6	CAD Design File Review	30 days	Tue 2/18/25	Mon 3/31/25	2
7	Hydraulic Modeling (Final)	20 days	Tue 2/18/25	Mon 3/17/25	2
8	Final Drainage Report	10 days	Tue 3/18/25	Mon 3/31/25	7
9	Final Drainage Design	50 days	Tue 3/18/25	Mon 5/26/25	7
10	Stakeholder Engagement (1-on-1)	100 days	Tue 2/18/25	Mon 7/7/25	2
11	Final Design Public Meeting	10 days	Tue 8/12/25	Mon 8/25/25	17
12	30% Plans Development	50 days	Tue 2/18/25	Mon 4/28/25	2,5FF
13	Plan Review by City	15 days	Tue 4/29/25	Mon 5/19/25	12
14	60% Plans Development	60 days	Tue 4/29/25	Mon 7/21/25	12,9FF
15	Preliminary Specs Development	20 days	Tue 6/24/25	Tue 7/22/25	17SF
16	Preliminary ROW Plans	30 days	Tue 6/10/25	Mon 7/21/25	14FF
17	Plan review by City	15 days	Tue 7/22/25	Mon 8/11/25	14
18	90% Plans Development	60 days	Tue 7/22/25	Mon 10/13/25	14
19	90% Specs Revisions	15 days	Tue 9/23/25	Tue 10/14/25	22SF
20	Project Manual Development	20 days	Tue 9/16/25	Tue 10/14/25	22SF
21	Final ROW Plans	20 days	Tue 9/16/25	Mon 10/13/25	18FF
22	Plan review by City	15 days	Tue 10/14/25	Mon 11/3/25	18
23	Final Plans & Specs Development	50 days	Tue 11/4/25	Mon 1/12/26	22
24	Project Manual Revisions with City	20 days	Tue 1/13/26	Mon 2/9/26	23
25	Plan review by City	10 days	Tue 1/13/26	Mon 1/26/26	23
26	Advertisement Prep with City	20 days	Tue 1/13/26	Mon 2/9/26	23
27	Advertisement	16 days	Thu 2/12/26	Thu 3/5/26	26FS+2



Project: Wheat Ridge W 38th Ave Proposed Design Schedule

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Docusign Envelope ID: 7B28C405-CB2A-4D22-9C9C-AC9CD3F104E6

EXHIBIT B

DATE: January 27, 2025

TO: Whitney Mugford-Smith, NIGP-CPP, CPPB
Procurement Manager

FROM: Kent Kisselman, CIP Manager

SUBJECT: Single Source Justification
Final Design Services of 38th West

AWARDEE: Ayres Associates, Inc. for $1,738,163

The current consultant team on the 38th West project did compete in an RFP arrangement and won the first phase on merit. Given the consultant team's financial performance (completing the original scope under budget), understanding of the overall project and stakeholders, and familiarity with the design files and cost estimates, it would be advantageous for the city to utilize the same team for the Final Design phase. This arrangement would provide significant schedule and cost benefits to the City related to the learning curve of a new consultant, and the current consultant team has staff available to complete the required scope. We therefore recommend a single source contract awarded to the Ayres Associates team.

Approval:

DocuSigned by:
Whitney Mugford-Smith
C19C69B9CAC2484...

Whitney Mugford-Smith, Procurement Manager

Approval:

DocuSigned by:
Maria D'Andrea
198E2F53553D44B...

Maria D'Andrea, Director of Public Works

4/6/26

To: Mr. Kent Kisselman, Director of Public Works
Daniel Martinez, CIP Project Manager

Re: Contract #25-003 38th West Final Design Amendment #1 Proposal

Kent & Daniel,
As recently discussed, Ayres requests an amendment to the 38th West contract to accommodate additions and revisions requested by the City in 30% review, a change in the proposed drainage outfall, and a revised Subsurface Utility Engineering (SUE) Test Hole plan based on the refined storm sewer design and complex field conditions. These items were determined by the project team to be in the best interest of the project but were not originally scoped. Below please find descriptions and justifications for each of the requested changes. See the fee estimate for detailed breakdowns of fees for each task.

All elements of this change order proposal will be incorporated into the upcoming 60% plan submittal.

Community Development 30% Comments:
Driveway type
Intersection curb ramp type
Side street bump-outs

Engineering Requests:
Kipling intersection addition (existing stamped but modified plans)
Lighting approach

Design Developments:
Revised drainage outfall and Owens Street survey
ROW Boundary Survey (additional parcels impacted)
Utility Test Holes (completed and additional)

Driveway Type **City direction: Type 1 where possible without ROW impacts; otherwise Type 3**

During the study phase in 2023 and 2024, the project limits were intentionally kept as narrow and limited as possible while still incorporating the priority street improvements; this was an effort to minimize ROW impacts, whether temporary or permanent, as well as project costs. One design element this presented specifically was the use of CDOT Type 3 driveways, in which the sidewalk stays attached to the curb and drops to street level as it crosses the driveway; the driveway slope to existing ground is accomplished behind the sidewalk. This type is not preferred from a drainage perspective because it introduces a relatively flat area immediately adjacent to the curb flow line, it accumulates dirt & debris, and it is harder

3665 JFK Parkway, Bldg. 2, Suite 100 | Fort Collins, CO 80525-3152 | 720-235-7207
www.AyresAssociates.com

ATTACHMENT 2

to keep clear during snow events than a Type 1 driveway. However, it is the least impactful to the adjacent property, and it requires less concrete than a Type 1 driveway.

During 30% review, the City requested a change to Type 1 driveways where possible, or Type 3 driveways if necessary. There are currently 57 driveways that are close enough to existing ROW that converting them to Type 1 would impact the adjacent parcels. Changing to Type 1 driveways throughout the project would create approximately 57 new ROW acquisitions or Permanent Easements (currently Temporary Easements). The project team would be required to track and prepare ROW exhibits for these 57 parcels to be recorded with the county, instead of simply quantifying TE's and performing minor owner coordination and TE payments to property owners. The time to track, document, and record PE's instead of TE's is significantly more than the engineering effort to revise the design.

Ayres does not recommend Type 1 driveways in general on the 38th West corridor, however we do **recommend changing approximately 15 Type 3 driveways to Type 1 where there is enough ROW.** *The cost for this change is* **$6,480**.

Sidewalk Curb Ramp Type **City direction: Type 1 where possible; avoid ROW**

During the study phase, curb ramps were identified but not designed, and in preliminary 30% design, each ramp was evaluated and initially laid out to fit the specific geometry and constraints of the intersection or access. The overall approach was to reduce the number of reconstructed sidewalk ramps to save construction costs, and to avoid ROW impacts as a primary consideration where new ramps were required. As such, most ramps were designed as Type 2, in which the sidewalk slopes down to a flat turning area near the curb. 30% comments from the city indicated Type 1 curb ramps (in which the flat turning area is at the top of the sloped ramps instead of the bottom) were preferred wherever possible throughout the project. Type 1 ramps are preferred for drainage but take up more room and will have a significant impact on many of the adjacent properties and existing landscaping. Adding bump-outs (another comment) will help provide additional room for Type 1 ramps.

There are 54 intersection pedestrian ramps on the project; 13 are already Type 1 and 41 are Type 2. Ayres estimates that there are 23 Pedestrian Ramps that are far enough from existing ROW that converting them to Type 1 would not impact the adjacent parcels, provided bump-outs are added at the remaining side streets (Task 5).

Ayres recommends changing to Type 1 ramps where there is room to build them within existing ROW and changing to combination ramps where there is not enough ROW for Type 1. *Ayres estimates this effort would be* ***$15,640***.

Side Street Bump-outs **City direction: incorporate**

During the study phase, curb bump-outs were incorporated at 11 of the 30 side streets that appeared to have the greatest parking usage to increase pedestrian visibility and reduce the street crossing width. During 30% review, the City requested additional curb bump-outs at the remaining side streets. Adding bump-outs at these streets will improve corridor design consistency and help delineate crosswalks. Further, the bump-outs will provide greater flexibility with the proposed curb ramp types and very likely reduce ROW impacts at corner properties.

Ayres recommends this change. *The estimated fee for adding 23 bump-outs and performing the related curb flowline redesign and plan call-out adjustments is* ***$9,915***.

Kipling Intersection (existing plans) **City direction: add Kipling plans to package as a bid alternate**

The Kipling Avenue intersection was explicitly excluded from both the study and design phases of the corridor project for several reasons, including minimizing project costs and avoiding CDOT coordination. Additionally, the intersection improvements required reconstruction that was outside the scope of the 38th corridor intent (to develop concepts for pedestrian and bike facilities where none existed, and the Kipling intersection area already has sufficient sidewalks on both sides). After design scoping, the city started exploring the possibility of reducing overall construction costs by combining the 38th project with the Kipling Intersection improvements and constructing them under a single contract.

Because the Kipling intersection plans are already complete and stamped by another Professional Engineer, this effort could be simple to incorporate as a stand-alone bid alternate. Incorporating the construction of the Kipling intersection into the W 38th project could reasonably save the City between 10% and 20% of the Kipling intersection project costs in mobilization and traffic control costs.

Ayres recommends incorporating Kipling as a stand-alone plan set and bid alternate. *The estimated fee for the described work is* ***$7,120***.

Corridor lighting

W 38th Ave exists today in part as a rural country lane with minimal infrastructure, including lighting. Lighting on the corridor was specifically envisioned as a targeted, as-needed improvement, proposed at major intersections, crosswalks, and bus stops only (estimated 14 individual locations with +/-18 fixtures). During 30% review, and in coordination with the Xcel electrical undergrounding effort, it was decided that a more consistent corridor lighting aesthetic and plan was desired. Through several conversations with Xcel and the City, the project team decided that a balanced approach could be developed to preserve the character of the road while providing safety and aesthetic benefits by using pedestrian-scale luminaires at standard spacing recommended by the city and lighting manufacturer and/or servicer (anticipated to be 120’ – 130’ each side, staggered to place a light every +/-60’). The proposed fixtures will be standard Xcel catalog items to match existing fixtures and to reduce future maintenance and inventory problems. This

change would increase the lighting from around 18 fixtures at 14 locations to approximately 140-160 fixtures throughout the corridor.

Ayres recommends the lighting change that does not include photometric analysis and is based on widened standard spacing and simple layouts per City comments already received. *The fee estimate for incorporating the additional pedestrian lighting is **$21,140**.*

Revised drainage outfall and related SUE & survey (Owens St)

During the study phase, Nelson Street was identified as a promising outfall location due to the proximity of Lena Gulch. During final design, as utility, drainage conveyance, and easement needs were fleshed out, it became apparent that the Nelson Street corridor was more complicated and constrained than expected, the design conflicted with a major Denver Water utility, and a properly designed outfall would require significant impact on the adjacent private property. To avoid this collection of issues, the design team looked at Owens Street as an alternative, with significant advantages to simplify construction.

The revised outfall location will require additional survey, utility, and easement work, which is included in the cost, but is anticipated to save approximately $120,000 in drainage infrastructure and ROW work due to reducing the overall length of the system and eliminating an acquisition. In addition, the Owens St outfall supports potential water quality elements along Louise Turner Park.

Ayres recommends this change. *The estimated fee for the described work is **$52,695**.*

Utility Test Hole Plan & Approach

Subsurface Utility Engineering (SUE), is an important risk-management tool for infrastructure projects, particularly as utilities relate to proposed storm sewer infrastructure. The intent is to collect and communicate as much detailed utility information as practical to reduce utility-related costs and delay during construction. The effort is a balancing act, as ever-increasing up-front investigation costs do not linearly translate to ever-increasing benefits. This point of diminishing returns is extremely difficult to determine at early phases of design, much less at pre-project scoping, so scope and budget adjustments are common and helpful during final design to maintain an efficient approach that still provides valuable information. In addition, site constraints and traffic control needs are rarely fully understood until one round of site work is complete.

To prioritize the SUE work, Ayres developed a tiered list of utility conflicts along the 38th West project. Tier 1 are critical locations, meaning the collected utility information is highly likely to inform or impact the storm sewer design, and unknowns during construction are very likely to cause major costs, delays, or impacts. Tier 2 are important locations and are likely to inform or impact the design, but risks could reasonably be addressed or mitigated during construction with some costs that can be identified. Tier 3 locations are low risk, not likely to impact the design, and could reasonably be addressed or mitigated during design with limited cost or delay. An example of a Tier 1 critical conflict is where the proposed storm sewer crosses an

old ductile iron water pipe; field changes are likely to be very expensive, take significant time to address, and severely impact customers. An example of a Tier 3 conflict would be a fiber line in the way of a proposed inlet; we know the utility is there and needs to move, but it won't impact the design because it is relatively simple to move during construction with minimal or limited impact (provided that appropriate precautions are implemented and communications with the owner are complete).

After 30% design, Ayres identified 30 Tier 1 conflicts, 13 Tier 2 conflicts, and 8 Tier 3 conflicts (total of 61 identified conflicts to explore). There are many more known conflict points along the project, but the rest are determined to be a low enough construction risk that further exploration is not warranted (for example buried copper telephone lines). At scoping, Ayres assumed 40 test holes would be required as a starting point for the SUE investigation. Ayres also assumed simple traffic control and relatively favorable site conditions to determine probable overall costs. At this point in the project (between 30% and 60% design), Ayres has completed 12 Tier 1 holes (40%), 3 Tier 2 holes (23%), and 2 Tier 3 holes (25%) (a total of 17 planned holes), and has completed the QLD, QLB, and Draft QLA SUE effort, but has exceeded the original SUE budget. This cost overage is a function of several factors; more complex than expected utility constraints and utility owner requirements, more complex traffic control needs resulting in higher than expected traffic control costs, and slower than anticipated production due to several difficult-to-find utilities. However, to take full advantage of expended traffic control costs, Ayres performed excavation of several Teir 2 and Tier 3 holes that were already inside a Tier 1 work zone. The Tier 2 and Tier 3 information collected will help inform the approach to many related conflicts, so they were valuable to collect. ***To date, Ayres has exceeded the QLA scoped budget by $41,478 and requests reimbursement for that additional cost.***

Ayres recommends completing the remaining 18 Tier 1 and 10 Tier 2 Test Holes, and as many of the Tier 3 Test Holes as possible inside the Tier 1/2 work zones. *The estimated fee for the recommended test holes is* ***$120,054***.

ROW Boundary Survey (26 additional parcels impacted)

During the study phase, significant attention was paid to minimizing ROW impacts on the project, limited to the 4 parcels at Parfet due to the proposed roundabout. Notably, the west and east roundabouts were located at intersections (Tabor & Miller) believed to contain sufficient ROW for roundabout design. Additionally, the city indicated that temporary construction easements for driveway construction were handled informally by city staff directly with the property owners, so exact (surveyed) property lines were not required. As such, the study phase relied exclusively on city GIS ROW data and it was assumed this would be sufficient for final design, as most of the project fell well within the GIS ROW. During final design scoping, the project team assumed that ROW impacts would still be limited to the 4 identified parcels at Parfet, and the GIS data was assumed to be sufficient for all other parcels. As such, it was assumed that ROW plans would only be necessary for the 4 identified parcels.

As design progressed, sidewalk limits and tie-ins changed, bus stops were moved and re, Xcel undergrounding efforts were initiated, and utility coordination revealed confusing ditch easement documents, it became evident that additional parcels and documents would need to be researched and field surveyed to confirm their locations and determine (or avoid) potential impacts, especially at intersections where sidewalk curb ramps would be closest to the ROW.

To date, Ayres has researched and surveyed **30 parcels** to validate property boundaries related to the project and incorporated them into the design files to identify and address potential impacts. Based on the proximity of the current sidewalk limits to adjacent GIS ROW linework, Ayres anticipates an additional 2 parcels need to be surveyed due to unavoidable Permanent Easements and another 4 to 8 parcels may need to be surveyed to accurately identify project impacts and allow for eventual recorded easements where impacts cannot be avoided. The fee for the 26 extra parcels already surveyed and incorporated is $11,210, which does not include ROW plans development. The estimated fee to survey the remaining 10 parcels that may be impacted (*including the new townhome development at the Lee St intersection*) is $9,130 which includes records research, field survey, and CAD work to incorporate the surveyed property lines. The estimated fee to develop ROW plans for an expected 16 additional parcels (many of the 36 surveyed parcels are expected to be avoided by redesign or resolved by GIS shifts) is another $30,960.

Ayres recommends this change. *The total estimated fee for this task is **$51,299**.*

See the list of parcels below for details, and the detailed cost estimate for a break-out of the work between field survey & processing, and the parcel tracking and coordination/negotiation related to acquisitions. Note that even if new ROW impacts are minimized or avoided, the surveyed property lines will inform the design and help reduce unplanned impacts and delays during construction.

Summary of surveyed parcels:

Additional parcels researched and surveyed for project elements: (26)

1. Applewood Village Shopping
2. 3773 Wright (ramp)
3. 12300 W 38th (sidewalk)
4. 12200 W 38th (sidewalk)
5. 12150 W 38th (sidewalk)
6. 12100 W 38th (sidewalk)
7. 3785 Union Ct (sidewalk)
8. 3784 Union Ct (sidewalk)
9. 12300 W 38th (sidewalk)
10. 11735 W 38th (sidewalk)
11. 11525 W 38th (sidewalk)
12. 3801 Routt St (sidewalk)
13. 11485 W 38th (sidewalk)
14. 3805 Robb St (sidewalk)
15. 11395 W 38th (sidewalk)
16. 11305 W 38th (sidewalk)
17. 11315 W 38th (sidewalk)
18. 3815 Quail Ct (sidewalk)
19. 3810 Quail Ct (sidewalk)
20. 3855 Pierson Ct (sidewalk)
21. 10451 W 38th Ave (sidewalk & bus stop)
22. 10350 W 38th Ave (Miller RAB & sidewalk)
23. 3815 Miller – 3842 Lee (Cambridge Park HOA) (Miller RAB & sidewalk)
24. 10221 W 38th Ave (sidewalk & Lena Gulch bridge)
25. 10175-10151 W 38th Ave (new development) (sidewalk) (the development is constructed and should be surveyed to tie into)
26. 10135 W 38th Ave (sidewalk) (*in utility easement*)

Potential new easements (not scoped, not surveyed): (19 identified; 4 in utility easements, 7 are avoidable or resolved by GIS shift, 4 are in HOA buffers, leaving 4-6 that will likely be new PE's):

1. 12680 W 38th (ramp) (*likely avoidable*)
2. 3773 Wright (ramp) (*in utility easement*)
3. 3791 Vivian Ct (ramp) (*in utility easement*)
4. 3790 Vivian Ct (ramp) (*in utility easement*)
5. 12300 W 38th Ave (sidewalk) (*potentially avoidable*) (design under review) (already surveyed)
6. 3801 Urban Ct (ramp) (*likely avoidable & in utility easement)*
7. Kullerstrand (driveways) (*assuming TE*)
8. 11820 W 38th Pl (Fireside HOA)
9. 3810 Tabor Ct (Fireside HOA)
10. 3785 Swadley St (*likely avoidable*)
11. 3784 Swadley, 11800 W 38th Ave, & 3783 Simms (*likely avoidable*, but the ROW is shown 3-7' outside of fence; need survey to verify impact)
12. 3801 Routt St (ramp) (*likely resolved with GIS shift*)
13. Louise Turner Park @ Owens St (city) (ramp) (already surveyed)
14. 10860 W 38th Ave (ramp) (*likely avoidable (GIS shift?) as existing sidewalk is on property*)
15. 10895 W 38th Ave (bus stop)
16. 10901 W 38th Ave - 3801 Oak St (5 parcels) (back of sidewalk on ROW line, but the ROW is shown 3-7' outside of fence; need survey to verify impact)
17. 3801 Oak St (ramp) (*may resolve* with GIS shift)
18. 10700 W 38th Ave, Vintage Place (ramp & C&G)
19. 3815 Miller & 3842 Lee (Cambridge Park HOA) (Miller RAB & Sidewalk ramps) (already surveyed)

Known easements or ROW acquisitions (6 total; 4 scoped, 2 new):

10451 W 38th Ave, Orchard Valley Apts (sidewalk & bus stop) (already surveyed)

11525 W 38th Ave or 3801 Routt St (pick one – 11525 preferred) (bus stop) (already surveyed)

11000 & 11001 W 38th Ave, 3802 Parfet St, & Louise Turner Park (already scoped)

Potential Xcel Utility Easements (up to 15, but 8 anticipated): *NOTE: no consultant time associated with these easements in included in the Amendment; assumed to be fully developed and executed by Xcel*

1. 3773 Wright St (*in utility easement*)
2. 12475 W 38th Ave (*move to 12425 W 38th Ave to be in utility easement*)
3. 3780 Ward (*move east to utility easement in vacant alley*)

3665 JFK Parkway, Bldg. 2, Suite 100 | Fort Collins, CO 80525-3152 | 720-235-7207
www.AyresAssociates.com

4. Vacant Alley (New Direction IRA-Guy Nahmiach) (*move east to utility easement in vacant alley*) (needs research and survey if we want to put Xcel in the current location; potentially Xcel's responsibility)
5. 3790 Vivian Ct (*in utility easement*)
6. 12200 W 38th Ave
7. 12150 W 38th
8. 3784 Swadley (*try to move east 20' to 11800 W 38th Ave in utility easement*)
9. 11315 W 38th Ave
10. 3802 Parfet St
11. 10595 W 38th Ave
12. 10560 W 38th Ave
13. 10561 W 38th Ave
14. 10499 W 38th Ave
15. 10451 W 38th Ave Orchard Valley Apartments (*in utility easement*)

The total cost for the recommended changes in this Amendment #1 is $284,344.

Sincerely,

Nathan Silberhorn, PE
Senior Project Manager - Transportation
3665 JFK Parkway, Bldg. 2, Suite 100 | Fort Collins, CO 80525
Office: 970.223.5556 | Direct: 970.797.3524 | Cell: 720.235.7207
Ayres Associates Inc. | www.AyresAssociates.com