



Built On What Matters

Town of Frederick Board of Trustees Agenda

Frederick Town Hall

Board Chambers

401 Locust Street

Tuesday, January 28, 2025

7:00 PM

Work Session 5:30 PM

FURA Meeting 6:00 PM

Agenda

Regular Meeting 7:00 PM

Work Session 5:30 pm

A. Neighborhood Services Update

FURA Meeting: 6:00 pm - For Details see FURA Agenda Packet

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

B. Flight 629 Memorial, and Unsung Heroes Across America, Inc. -

Public Comment

This portion of the agenda is provided to allow members of the audience to provide comments to the Board of Trustees. Please sign in and you will be called. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

Staff Reports

C. Administrative Report -

Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a

Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- D. Approval of Minutes
- E. List of Bills -
- F. Resolution 25-R-01 A Resolution of the Town of Frederick, Colorado, to Cancel Various Board of Trustee Meetings -
Emily Nitcher, Deputy Town Clerk
- G. Resolution 25-R-11 FURA Conflict of Interest Waiver -

Action Agenda

- H. Resolution 25-R-12 NISP Annual Interim Agreement -
Sarah Watson, Engineer
- I. Resolution 25-R-13 Consider Awarding a Contract for the Water Reuse Plan -
Sarah Watson, Engineer
- J. Resolution 25-R-16 Wildflower - United Power MOAPI Amendment -
Sarah Watson, Engineer
- K. Resolution 25-R-14 Approval of CMGC contract for the Public Works Facility -
Alan Isaac, Facilities Manager
- L. Resolution 25-R-15 Adoption of Frederick Recreation Area Master Plan -
Colby Johnson, Parks and Open Space Director
- M. Resolution 25-R-05 Trash & Recycling Contract -
Kent VanDyne, Public Works Director

Mayor and Trustee Reports

Executive Session

- N. Executive Session for negotiations regarding Prosperity MOAPI

Action Agenda

- O. Resolution 25-R-06 for First Amendment to Prosperity MOAPI to incorporate the Town's new water demand analysis and to account for changing construction costs regarding the Town's contribution -
Christine Francescani, Deputy Town Attorney
Sarah Watson, Engineer

Adjournment



Town of Frederick

Admin Report 1.28.25

Upcoming Board of Trustees Work Sessions:

The following is the schedule for upcoming meetings, though topics are subject to be changed or rescheduled:

- January 28, 2025 – Regular Meeting
 - February 11, 2025 – Work Session (Canceled)
 - February 18, 2025 – Regular Meeting
 - February 25, 2025 – Work Session (Canceled)
-



Effective, Efficient & Strategic Government Operations

- The Parks, Recreation, Open Space and Trails Commission met on January 8 at the Bella Rosa Golf Course. They discussed a final draft of the conceptual site plan for a future regional park and open space west of I-25, the Parks 2024 Annual Report, the Board's 2025-2026 Strategic Plan, as well as upcoming items in 2025.
- The Economic Development team recently welcomed Zach Harris as our new Economic Development Specialist. Zach is currently focused on taking over the Business Retention and Expansion (BRE) Program already in place.
- The Town's Redevelopment Administrator, Construction Inspectors, and Grants Administrator are working together in hopes of obtaining additional grant funding for the Downtown Concrete Replacement Program.
- The Town's new Neighborhood Services Coordinator has been hard at work for the last few months developing relationships with HOA boards and management companies, working to protect the community through proactive inspection and code compliance efforts, establishing the division as a resource for general inquiries and following through to resolution, and he recently attended Denver's Peak Academy Black Belt innovation training. He is also focused on bringing closure to legacy code compliance efforts.



Community and Economic Vitality

- Economic Development staff are hard at work on the Frederick Revitalization and Economic Development (FRED) Grant. The FRED Grant will be released on January 21

Built on What Matters.

and will be used as an attraction and beautification tool for downtown business and property.

- Economic Development hosted the January Downtown Meeting on January 15. In attendance were 12 representatives from the downtown business community to plan for future events and goals for 2025.
 - Coming soon is a “Love Your Downtown” promotion for the month of February.
 - Up for discussion are hot topics such as a Concert in the Park series, common consumption spaces, creating a “Downtown Frederick” platform for marketing purposes, and sharing ideas for a pop-up shop event with a St. Patrick’s Day theme in March. The group is also discussing URA/DDA/BID creation and what that means for the existing businesses, as well as working with DCI to help us navigate through different available resources.
- For a list of all active development applications currently under review by the Town’s Planning Department, Engineering Department, Legal Counsel, Frederick-Firestone Fire Protection District, and external review agencies, please follow these links to our [“What’s Developing”](#) map and webpage, [“Development Applications Under Review.”](#)



Dynamic, Inclusive & Connected Community

- Communications & Engagement updates:
 - Monthly Communications Newsletter, both electronic and mailer
 - Frederick Flash, featuring four articles weekly
 - Daily postings on social media platforms
 - FRED culture presentations completed for 2024
 - ADA HB 21-1110 compliance efforts
 - Town Event Preparation
 - 15 Sponsor applications
 - 29 Food Vendor applications
 - 48 Market Vendor applications
 - 12 Chainsaw Carver applications
 - Preparation for Volunteer Fair on Saturday, January 25
 - Community Partnerships:
 - 2025 calendars distributed to residents and Town offices
 - CVEM meeting – PIO group meeting on January 8
 - FHS Education Foundation meeting on January 9
 - Carbon Valley Cares meeting on January 9
 - Website Updates:
 - Update 2025 scholarship webpage and online form
 - Update website banners for 2025

- Update Silverstone webpage with progress photos
- Reorganize folders in Document Center for departments
- Update PD page with policy manual
- Town App: Monthly Analytics Report and Town app update
- Interdepartmental Collaboration:
 - Communications & Engagement KPI updates for financial report
 - Top 10 campaign complete
 - Annual report planning and content
 - Strategic Planning meeting
 - Update Envisio with departmental projects/tasks
 - CIP webpage templates complete
 - Northern water regional messaging survey
 - Innovation committee mtg January 8
 - Remediate fee schedule
 - Drone flyover for Engineering
 - Complete departmental KPI's for Budget
- Intrepid Fiber communication planning
- Communications & Engagement training
 - Skool accessibility training
 - Zencity Training for social media content management
 - Mass Notification System training
 - Outward Mindset training
- Communications & Engagement Specialist I position recruitment
- Board Meetings
 - Closed captioning for meeting recordings
 - Attendance at Board meetings to ensure Town communication aligns with the Board's vision



Strategic, Reliable and Sustainable Infrastructure

- Parks and Open Space maintenance staff worked on cleaning trails after the first significant snow of the season. They've also been working on tearing down holiday lights, aside from the pole lights on Fifth Street, and on winter equipment and facility maintenance.
- Golf maintenance staff have been winter watering greens, tees, and other areas as we continue to battle dry and windy conditions in the off-season. They have also begun winter maintenance of equipment, which includes rebuilding all mower rollers, sharpening all reels, and a host of other required annual items. Golf staff have also been hard at work conducting winter maintenance of equipment and cleaning up the shop and maintenance facility.

- Public Works water operations crews have been busy working on water meter installations and replacements, valve maintenance, and backflow cross-connection control.
- The Fleet Division had one plow truck in need of repair after the most recent snow, which they were able to fix and get back in operation later in the day. They have also been focused recently on several tire replacements on Town vehicles.
- Snow and ice control operations were conducted by Public Works crews in early January. These efforts spanned several days because of persistently cold temperatures and ice accumulation in some areas of Town. Thanks to the quick repair of the plow truck, the crew is ready for the next snow event.
- The Streets team has been working on inspecting, repairing, and replacing street signs in residential areas and business parks. So far, 26 signs have been either repaired or replaced. They are also working on pothole maintenance and shouldering repairs along Silver Birch and Colorado Blvd.
- The Storm Water team completed ditch cleaning in Fox Run and Prairie Greens, and they jetted the underground lines in Wyndham Hill. The crew is actively building a storm water maintenance map in preparation for the implementation of our new asset management software, OpenGov.
- We have had a great turnout so far for the holiday cleanup program, with 171 Christmas trees dropped off to Public Works for chipping. This program will be open until the end of January. Additionally, 108 residents participated in the most recent trash cleanup program.
- Public Works has three employees enrolled in the APWA Public Works Institute, which will continue every other month through November of 2025. The Institute offers certificate programs on supervision and management practices in the field of Public Works.



Safe and Secure

- The Police Department is continuing to partner with Front Range Behavioral Health clinicians as part of the co-responder program, which seeks to aid officers handling mental health crises by allowing for case consultation, crisis intervention, service coordination, and resource referrals. In 2024, Front Range saw a 28% increase in calls for service in the Carbon Valley Mead area assisting local law enforcement departments. Locally, we utilized their services 46 times last year with 32 of those calls being resolved on scene without the need to transport citizens for additional mental health evaluation. On average, clinicians stay on scene between 30 and 90 minutes and oftentimes can free up the responding officers to return to their patrol duties.
- The Police Department held its annual department-wide meeting on January 8. This is not only an all-employee meeting for the department, as it also serves as their awards program and an opportunity to obtain a group photo which is displayed in the lobby of the Police Department.
 - Officers Tolo Amengual, Chad Berry, Hunter Johnson, and Matt Myers, as well as Sergeant Colt Jones, were all awarded Chiefs Commendations for successfully de-escalating a call involving a barricaded suspect armed with a gun.

- Officers Ed Goodman, Matt Myers, and Sergeant Jared Bakes received Chiefs Commendations for their life-saving efforts on a call for a welfare check for an elderly female resident.
- Officer Matt Myers was named the 2024 Employee of the Year for his dedication, reliability, and professionalism. He consistently supports both his team and the community through overtime shifts, special events, and proactive service.
- The Town's new Oil & Gas Liaison, Robert Aronoff, started on December 30, 2024. In addition to building relationships with internal departments, other municipalities, oil and gas programs and operators, he is also familiarizing himself with codes and existing compliance issues, and he is working to establish a tracking system for existing facilities, with inspections to begin in early spring.



Fiscally Responsible Governance

- Bella Rosa Golf Course hosted over 24,000 rounds of golf in 2024, which is a 14% increase over 2023. They also welcomed 3,522 “unique customers” in 2024, which are brand new visitors to the course in our tee time scheduling system. Additional financial and user data will be coming forward later this winter as we work to audit and finalize that information. The 2025 Budget Book assembly has been underway since December 11.
- Finance staff are primarily focused on work on the 2025 Budget Book Publication. While this is a short update, this is a huge undertaking. Thank you to our Finance Department for their hard work on this project!



Town of Frederick Board of Trustees

Meeting Minutes
January 14, 2025

FMD Meeting - 6:30 pm

Frederick Metropolitan District Meeting at 6:00 pm.

Work Session

Call to Order – Roll Call

Pledge of Allegiance

Approval of Agenda

Special Presentations

A. A Woman's Place Presentation -

Diane Heldt from A Woman's Place presented to the board of Trustees.
The Board of Trustees asked for more information from A Woman's Place.

Public Comment

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No public comments

Staff Reports

Town Manager Brian Ostler discussed Windshield Tour. Will touch base with Trustees and work to get this booked for early to mid March.

Trustee TeVelde asked for an update on the King Soopers project. Ryan provided an update on how building is going.

Chief Building Inspector Sandifer provided the update that there were no complaints.

B. Administrative Report -

Town Manager Bryan Ostler presented.

Consent Agenda

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Trustee March recused himself from the Consent Agenda discussion and vote.

Motion by Trustee Mahan and seconded by Trustee Lamach to approve the Consent Agenda.

Upon roll call vote motion Passed 5 to 0.

- C. Approval of December 10, 2024 Minutes
- D. List of Bills -
- E. Resolution 25-R-02 Setting the Posting Place for Town of Frederick Meeting Agendas -
Emily Nitcher, Deputy Town Clerk
- F. Resolution 25-R-03 St Vrain Sanitation District Permit Fees Waiver -
Ryan Johnson, Assistant Town Manager

Action Agenda

- G. Resolution 25-R-08 and 25-R-10 Water Rate Study Adoption and Fee Schedule Amendment -
Sarah Watson, Engineer

Civil Engineer Sarah Watson Presented.

Motion by Trustee March and seconded by Trustee Padia to approve Resolution 25-R-08 and 25-R-10 Water Rate Study Adoption and Fee Schedule Amendment.

Upon roll call vote motion Passed 6 to 0.

- H. Resolution 25-R-04 Annual Update to Water Reservation & Allocation Policy and Water Allowance -

Water Conservation Specialist, Kylie Couch Presented.

Motion by Trustee Padia and seconded by Trustee teVelde to approve Resolution 25-R-04 Annual Update to Water Reservation & Allocation Policy and Water Allowance.

Upon roll call vote motion Passed 6 to 0.

- I. Ordinance No. 1402 Update to Municipal Code Chapter 18, Article IV, Design Standards and Construction Specifications -
Kylie Couch, Engineer

Water Conservation Specialist Kylie Couch Presented.

Motion by Trustee Lamach and seconded by Trustee March to approve Ordinance No. 1402 Update to Municipal Code Chapter 18, Article IV, Design Standards and Construction Specifications.

Upon Roll Call Vote, Motion passed 6 to 0.

- J. Resolution 25-R-07 2025-2026 Strategic Plan Adoption -
Ryan Johnson, Assistant Town Manager

Assistant Town Manager Ryan Johnson presented.

Motion by Trustee March and seconded by Trustee Lamach to approve Resolution 25-R-07 2025-2026 Strategic Plan Adoption.

Upon roll call vote, motion passed 6 to 0.

- K. Resolution 25-R-09 Consideration of a Request for QuikTrip's Monument Sign Variance -
Maureen Welsh, Planner II

Planner Maureen Welsh, and Brittney a representative for the applicant presented.

The applicant requested that the Board not require the sign columns to be wrapped in the same stone as the convenience store building.

Motion by Trustee Padia and seconded by Trustee Mahan to approve Resolution 25-R-09 Consideration of a Request for QuikTrip's Monument Sign Variance with the following condition require a stone base that matches the approved stone on the QuikTrip convenience store building.
Upon roll call vote motion Passed 6 to 0.

Mayor and Trustee Reports

Mayor Pro Tem Brown attended both the Youth Commission meeting and the Arts Committee Meeting this month.

The Youth Commission is focused on recruiting more members to their Commission. The Arts Committee is focused on expanding to art beyond just visual art. They will be bringing amended bylaws and an updated ordinance to the Board.

Trustee TeVelde - Erie gets new Board and new Mayor tonight, and suggested that it would be a good time to collaborate with Erie.

Mayor Pro Tem Brown also supports a partnership with Erie.

Town Manager Bryan Ostler suggested scheduling a joint Study Session with Erie in the future.

At 8:44pm Trustee March left the meeting.

Executive Session

Motion by Mayor Pro Tem Brown and seconded by Trustee Mahan to move into Executive Session .

Upon roll call vote motion Passed 5 to 0.

Dan march left the meeting at 8:44 pm and did not participate in the vote

At 9:13 pm the Executive Session ended.

Trustee Mahan motioned and Trustee Lamach seconded, to provide direction to the Town Attorney to represent the Town in matters regarding NISP.

Upon roll call vote, motion passed 5 to 0.

- L. For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding NISP.

Adjournment

There being no further business of the Board of Trustees Mayor Pro Tem Brown adjourned the meeting at 9:15 pm.

Approved by the Board of Trustees:

ATTEST:

Tracie Crites, Mayor

Tricia David, Town Clerk

Town of Frederick - List of Bills
November 29, 2024 - December 27, 2024

Vendor Name	Description (Item)	Amount
1800DRYCLEAN NORTH METRO DENVER	Police Uniform Cleaning	218.45
21ST CENTURY EQUIPMENT LLC	Equipment Maintenance	602.81
7-ELEVEN INC	Restitution	25.00
AAA PEST PROS LLC	Pest Control	355.00
AARON HERBERT	Police Equipment Loan Program	2,000.00
ACE HARDWARE OF FIRESTONE	Supplies	243.17
ACUSHNET COMPANY	Golf shop merchandise	890.97
ADAM MARCOVICH	Maintenance	550.00
ADAMSON POLICE PRODUCTS	Police Uniforms	3,318.27
AGFINITY	Fuel	14,826.91
ALEX SCHULTZ	Livestream BOT	112.50
ALL IN ONE PROFESSIONAL SERVICES LLC	Interpreting Services	490.40
ALTITUDE AWARDS AND APPAREL	Embroidery	45.00
AMBER PAHLKE	Calendar Contest Winner	100.00
AMERICAN PUBLIC WORKS ASSOCIATION	Public Works Institute	1,800.00
ANNEKE VEILE	Calendar Contest Winner	100.00
ANTON OLSON	Corp Risk Mngmt Tuition Reimbursement	369.83
AXIS SURVEYING & LAND SERIECS LLC	Field work - Sub Amend Plat Hauck Preserve	2,625.00
AXON ENTERPRISE INC	Drone Parts	129.00
BARR ENGINEERING CO.	Milavec Reservoir Water Quality Services	1,523.90
BETTER BUSINESS CLEANING	Monthly Cleaning Service	6,106.00
BLACK HILLS ENERGY	Gas Utility	4,883.64
BLUDOT TECHNOLOGIES INC	Economic Development	4,740.00
BOWDITCH & CASELL PUBLIC AFFAIRS LLC	Legislative Lobbying Services	7,000.00
CAGE ENGINEERING INC	Professional Services	8,575.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	171.37
CARBON VALLEY ROTARY CLUB	Annual Dues	400.00
CDOT/COLORADO LTAP	Training	100.00
CELLEBRITE INC	Investigative Software - Phone Forensics Training	18,965.10
CENTRAL WELD COUNTY WATER DIST	Water Purchased	95,115.29
CENTRAL WELD CTY WATER DIST	Plant Investment Fee Reimbursement	60,000.00
CINTAS CORPORATION	Fleet Uniforms	216.09
CITIZEN PRINTING	Calendar printing	12,545.00
COBRA PUMA GOLF	Golf shop merchandise	296.75
COLORADO ASPHALT PAVEMENT ASSOCIATION	Membership Renewal	250.00
COLORADO BARRICADE CO	Supplies	1,055.00
COLORADO MUNICIPAL LEAGUE	Membership dues	3,006.00
COLORADO TAP MASTER	5706 Capistrano Wy Water Line	16,950.00
COMCAST CABLE	Board Room Cable Service	2,686.95
COMMUNITY COUNSELOR INC	Counseling Services	625.00
CONFLUENCE INC	Go Outdoors Frederick 2050	25,628.50
COOL HAND ICE CARVING	Ice sculptures for event	2,100.00
COREN PRINTING INC	Printing services	77.25
CORKAT DATA SOLUTIONS LLC	Adobe Subscription	4,791.36
COSTAR REALTY INFORMATION INC	Monthly Subscription	616.55
CUSTOM FLAG COMPANY	Flags	885.00
DAMON JONES	Re-Issue Boot Reimbursement	200.00
DANA KEPNER CO	Maintenance	3,974.64
DATASHIELD CORPORATION	Document Shredding	178.25
DELL MARKETING LP	PD laptops for mobile van	56,334.80
DOOLEY ENTERPRISES INC	Police Equipment	24,999.49
DUNAKILLY MANAGEMENT GROUP CORP	Owners Representation Services	7,200.00
ELDORADO ARTESIAN SPRINGS INC	Water Delivery Service	154.40
EMPLOYMENT MATTERS LLC	Internal Investigation	6,312.50
ENGLAND THIMS & MILLER INC	Esri Gis & OpenGov Cartegraph	875.00
ENTERPRISE FM TRUST	Enterprise lease payment	99,885.81
ENVIROTECH SERVICES, INC.	Chemicals	19,632.81
ERIE COFFEE ROASTERS LLC	Coffee Services for Business Awards	486.00
EVERGREEN HWY 52 & COLORADO LLC	MOAPI Silverstone Marketplace	2,301,642.06
EXPRESS SERVICES INC	Golf Shop Associate - Temp employee	3,732.02
EZ EXCAVATING INC	Hydrant Meter Refund	4,500.00
FACTORY MOTOR PARTS CO	Vehicle Maintenance	351.88
FASTENAL COMPANY	Supplies	305.38
FLOCK SAFETY	Flock Cameras	24,000.00
FORSGREN ASSOCIATES INC	Non-Potable Water Infrastructure Improvements	19,262.70
FOUND DESIGN LLC	Frederick Wayfinding Assessment	7,877.47
FOWLER HONDA OF LONGMONT	Honda Odyssey	48,209.20
G & G EQUIPMENT INC	Equipment Maintenance	657.59
GALAXY DIGITAL LLC	Volunteer management software	2,100.00
GENERAL AIR	Supplies	300.05

Town of Frederick - List of Bills
November 29, 2024 - December 27, 2024

GEOTAB USA INC	Subscription	1,578.50
GHOSTRIDER HOLDINGS, LLC	Training	175.00
GREEN MOUNTAIN PROMOTIONS	Golf expo banner	254.50
HEATHER NEYLON	Calendar Contest Winner	100.00
HOME DEPOT CREDIT SERVICES	Supplies	6,030.53
HR ADVANTAGE GROUP	HR Professional Services	5,625.00
IMAGEFIRST HOSPITALITY	Linen service for restaurant	271.38
INFOSEND INC	Utility Billing Payments and Notices	7,458.54
INTERMOUNTAIN SALES OF DENVER INC	Equipment Maintenance	145.00
INTERSTATE FORD	Vehicle Maintenance	957.04
JANE T FELDMAN	Ethics Consultation	1,500.00
JOHN DEERE FINANCIAL	PW Uniforms	601.18
JUAN HERRERA	Restitution	400.00
JUB ENGINEERS INC	Silver Birch and Bella Rosa Intersection	27,526.49
JUSTIN RITTER	Reimbursement for Supplies	96.04
KATY PRESS	Retail Consulting Services	2,400.00
KODIAK RANCH	Tractor rides for FOL	2,800.00
KS GRAPHICS	Handout Agendas for business awards	120.00
L & M ENTERPRISES INC	Irrigation Central Control	2,457.87
LYONS GADDIS TRUST ACCOUNT	Legal Fees - Retainage	3,000.00
MAC EQUIPMENT INC	Equipment	5,784.45
MCGEE COMPANY	Equipment	344.17
MERAKAI LLC	Digital Evidence Locker	5,000.00
METRON-FARNIER LLC	Supplies	65.00
MIDWEST RADAR & EQUIPMENT	Radar Certifications	943.00
MOTOROLA SOLUTIONS INC	Radio Parts	1,472.60
MOUNTAIN STATES EMPLOYERS COUNCIL	Employers Council Membership	8,350.00
MOUNTAIN TRUCK & EQUIPMENT	Professional Services	72.00
NAIOP	Membership dues	715.00
NARANJO CIVIL CONSTRUCTORS INC	Colorado Blvd and Bella Rosa Pkwy	120,144.04
NATIONAL BUSINESS FURNITURE LLC	Office Furniture	2,359.18
NEW CONSOLIDATED LOWER BOULDER RESERVOIR	Legal Fees	419.00
NICHOLAS PRODUCTIONS LLC	FOL Carolers	315.00
O.J. WATSON COMPANY INC	Equipment Maintenance	1,608.72
OCCUPATIONAL HEALTH CENTERS	Pre-Employment Screening	787.00
O'REILLY AUTOMOTIVE INC	Supplies	45.99
PATRICIA COCHRAN	Reimbursement for Santa Cop Supplies	49.96
PAUL C BENEDETTI	Legal Services FURA	810.00
POLARIS GOVERNMENT & DEFENSE	Trails Maintenance Program	30,608.88
POLICE AND SHERIFFS PRESS INC	Photo ID	77.65
PRAIRIE MOUNTAIN MEDIA	Publishing costs	1,256.63
PRO GOLF REPAIR LLC	Reimbursement for lessons and club repairs	1,517.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	115.56
RB B ARCHITECTS INC	Public Works Building Project	166,337.00
REDEMPTION ROAD COFFEE	FOL hot cocoa	1,950.00
RICK ENGINEERING COMPANY - COLORADO	Mendoza Site Plan	10,785.82
RINGCENTRAL INC	Town Phone System	3,948.62
ROCKY MTN PLAYGROUND SERVICES LTD	Playground Repair	1,720.13
RUSTY RIBBLE	Boot Reimbursement	200.00
SAFEWAY	Supplies	268.38
SCORR SOLUTONS	Professional Services	107.50
SCUDDER PRESS INC	Christmas card printing	488.00
SHAUNTINA MARTINEZ	Per Diem for Budget Analyst Training	248.00
SOLITUDE LAKE MANAGEMENT LLC	Milavec Water Quality	57,215.00
SOUTHPAW ELECTRIC	Light Repair	26,647.00
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise credit	1,370.40
SUNSTATE EQUIPMENT CO. LLC	Equipment Rental	4,671.97
TAYLOR MADE GOLF COMPANY	Golf shop supplies	558.59
TELOS ONLINE INC	Back up link	75.00
THE SHERWIN-WILLIAMS CO	Supplies	303.69
TIMOTHY RYAN ATKINSON	Calendar Contest Winner	200.00
TLO LLC	Investigation Fees	110.00
TRACTOR SUPPLY CREDIT PLAN	Equipment Maintenance	49.98
TRAFFIC SIGNAL CONTROLS INC	Supplies	168.00
TRAVISMATHEW LLC	Staff uniform	346.08
TRUEPOINT SOLUTIONS LLC	On Call Support	2,289.99
U.S. POSTAL SERVICE (CMRS-FP)	Postage	500.00
ULINE INC	Evidence Lockers & Storage	2,180.48
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Embroidery fee for staff shirt	12.00
UNITED POWER	Electric Bill	8,846.23
UNIVERSITY AUTO PARTS INC	Equipment Maintenance	475.41

Town of Frederick - List of Bills
November 29, 2024 - December 27, 2024

URIEL ANTUNEZ	Reimbursement	46.30
UTILITY NOTIFICATION CENTER OF COLORADO	Locate Transmission Services	495.36
VAN DIEST SUPPLY COMPANY	Pesticides	840.00
VERIZON WIRELESS	PD Cell Phones/MDTs	8,222.58
VIA MOBILITY SERVICES	Transportation	5,472.00
VORTEX OPTICS	Police equipment	17,759.70
WASTE CONNECTIONS OF COLO INC	Trash Disposal	411.46
WEAR PARTS & EQUIPMENT CO INC	Equipment Maintenance	5,029.04
WELD COUNTY DEPARTMENT OF PUBLIC	Water Lab Tests	1,711.00
WEX BANK	Fuel	1,285.74
WILLDAN FINANCIAL SERVICES	Water Rate Study	1,263.91
Total		3,522,252.37



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-01 A Resolution of the Town of Frederick, Colorado, to Cancel Various Board of Trustee Meetings

Agenda Date: Board of Trustees January 28, 2025

Attachments: 1. Resolution 25-R-01

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS - As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

Summary Statement:

Resolution 25-R-01 would cancel the regular Board of Trustees Meetings on March 25, 2025, November 11, 2025, November 25, 2025, and December 23, 2025.

Detail of Issue/Request:

- March, 25, 2025
- November 11, 2025
- November 25, 2025
- December 23, 2025

Legal Comments:

Not Applicable

Alternatives/Options

The Board may choose to not take action on the Resolution

Financial Considerations

Not Applicable

Staff Recommendation

Staff takes no position on the cancellation, as this is strictly a decision by the governing body.

Community Impact

The community will have advanced notice of cancelled Board of Trustees Meetings.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-01**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
CANCELLING THE MARCH 25, 2025, NOVEMBER 11, 2025,
NOVEMBER 25, 2025 AND DECEMBER 23, 2025 BOARD OF TRUSTEES
MEETINGS**

WHEREAS, the Board of Trustees of the Town of Frederick wishes to cancel the March 25, 2025, November 11, 2025, November 25, 2025, and December 23, 2025 Board of Trustees meetings.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. The regularly scheduled meetings on March 25, 2025, November 11, 2025, November 25, 2025, and December 23, 2025 are cancelled.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED 28th DAY OF JANUARY 2025.

ATTEST:

TOWN OF FREDERICK

By _____

By _____

Tricia David, Town Clerk

Tracie Crites, Mayor



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-11 FURA Conflict of Interest Waiver

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. 25-R-11 Resolution BOT FURA
2. 2025 FURA Disclosure and Waiver of Conflicts of Interest

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:



COMMUNITY AND ECONOMIC VITALITY– Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities.



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS - As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

Summary Statement:

This request is to consider adopting a Conflicts of Interest Waiver. This would allow a representative from the Town Attorney's Office to assist in representing the Authority going forward.

Detail of Issue/Request:

To date, the Frederick Urban Renewal Authority has been represented by legal counsel outside of the organization. This is a very normal structure given how nuanced urban renewal law can be and how complex the projects are at times. Quite successfully, FURA has been represented by the same legal counsel for many years. Recently, FURA's attorney mentioned potential retirement as a future consideration.

In the event that FURA's current legal counsel resigns or retires, a significant amount of institutional knowledge would also be impacted. Additionally, day-to-day continuity may be impacted. Because the Town of Frederick and the Frederick Urban Renewal Authority are two separate entities, this presents a practical difficulty as to why the same attorney cannot effectively represent both entities. Within the last year, the Town Attorney's Office has been able to add a Deputy Town Attorney who specializes on more land use related items. Because there are multiple attorney's available within the Town, there is a potential solution to bridging the potential information gap in the event FURA needs to find different legal counsel.

Under this proposal, if approved, this would allow for the Town Attorney's Office to represent FURA in addition to FURA's existing legal counsel. That would then allow Staff to include this attorney in other legal matters and conversations to help ensure continuity in the future. In the event FURA's outside legal counsel move's on from FURA, the Authority would then be able to take the necessary time to re-evaluate future legal representation needs. Typically, an organization might still have outside legal counsel to advise on more technical or nuanced issues that arise. This proposal would require both approval by the Town of Frederick Board of Trustees and FURA prior to being implemented.

Legal Comments:

This Waiver was provided by the Town Attorney's Office and mirrors that of other similar agreements that have been previously entered in to.

Alternatives/Options

The Board could choose to keep the status quo. However, given the feedback about potential retirement, Staff do not recommend this alternative as there is a significant amount of urban renewal work at different stages occurring in Frederick currently. Most of Frederick's key corridors and gateways are near proposed or existing urban renewal plan areas. Providing for the ability for overlap allows the Authority and Board to

consider their longer term needs in the event that outside counsel is desired at some future point.

Financial Considerations

The Authority already incurs a cost for professional services for outside legal counsel. In the event that we rely more on internal resources, the outside cost to the Authority may be reduced.

Staff Recommendation

Staff recommend approval Resolution No. 25-R-11 and the attached waiver in substantially the same form as presented.

Community Impact

If approved, this request will assist with efficiency in operations and potential reduction in use of financial resources.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-11**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING A DISCLOSURE AND WAIVER OF CONFLICTS
AGREEMENT**

WHEREAS, the Town of Frederick (“Town”) is committed to the principles of good governance; and,

WHEREAS, the Town desires to approve a Disclosure and Waiver of Conflicts Agreement to provide continuity in the administration and legal representation for the Town and the Frederick Urban Renewal Authority to best serve the public interest; and,

WHEREAS, execution of the Disclosure and Waiver of Conflicts Agreement will benefit the Authority, the Town, its residents, and taxpayers, by promoting efficiencies and cost savings for the Town and the Frederick Urban Renewal Authority.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES THAT:

Section 1. The Board of Trustees approves the Disclosure and Waiver of Conflicts Agreement as it is presented in Exhibit A and authorizes the Mayor to execute the same.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28th DAY OF JANUARY, 2025.

ATTEST:

BOARD OF TRUSTEES

By: _____
Tricia David, Town Clerk

By: _____
Tracie Crites, Mayor

INFORMED CONSENT AND WAIVER OF CONFLICTS OF INTEREST

This informed consent and waiver made is effective the ____ day of _____, 2025, by and between: the Town of Frederick, Colorado (hereafter, the “Town”), and Frederick Urban Renewal Authority, Weld County, Colorado (hereafter, “FURA”).

WHEREAS, the Town Attorney currently serves as the legal counsel to the Town of Frederick, and FURA is represented by Paul Benedetti, who has indicated a potential for retirement; and,

WHEREAS, the Town and FURA are parties to one or more contractual relationships and are currently comprised of the same individuals on both the Board of Trustees for the Town and the Board of FURA; and,

WHEREAS, in an effort to effectuate efficiencies, FURA and Town of Frederick desire the Town Attorney’s Office to serve as additional legal counsel for FURA; and,

WHEREAS, the Town Attorney reasonably believes that the Town Attorney’s Office is able to provide competent and diligent representation to both the Town and FURA; and,

WHEREAS, representation of both entities is not prohibited by law; and,

WHEREAS, the representation does not involve the assertion of a claim by either the Town or FURA against the other in litigation or other proceeding; and,

WHEREAS, the Town and FURA wish to give informed consent in writing to legal representation of both entities by the Town Attorney’s Office.

WHEREFORE, the Town and FURA agree that such representation is not, at present, adverse, and consistent with the Colorado Rules of Professional Conduct governing attorneys, the Town and FURA hereby expressly voluntarily, knowingly, and intelligently waive conflicts and give informed consent to such representation of both entities.

Further, the parties agree that the Town or FURA may revoke consent to such representation, and, to the extent that the situation should arise that representation of either the Town or FURA by the Town Attorney’s Office is deemed adverse to the other entity or materially limited, the Town shall be entitled to be represented by the Town Attorney in such matters, and that FURA will need to obtain other representation.

DATED this ____ day of _____, 2025.

TOWN OF FREDERICK, COLORADO

FREDERICK URBAN RENEWAL
AUTHORITY

Traci Crites, Mayor

Traci Crites, FURA Chair

ACKNOWLEDGMENT

Jason Meyers, Frederick Town Attorney



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-12 NISP Annual Interim Agreement

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Resolution authorizing 21st agreement with NCWCD re: NISP
2. Twenty-First Interim Participation Agreement_NISP

Reviewed By: Tricia David, Town Clerk

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

Approval of the attached Twenty First Interim Agreement with the Northern Integrated Supply Project Water Activity Enterprise will would commit the Town to continuing its participation in the Northern Integrated Supply Project (NISP).

Detail of Issue/Request:

The Northern Integrated Supply Project (NISP), led by the Northern Colorado Water Conservancy District (NCWCD), aims to provide 40,000 acre-feet of new water supplies to 15 local water providers. The project achieves this by constructing off-stream reservoirs to capture peak river flows without impacting agricultural water rights. Frederick is an active participant in NISP for a projected yield of 2,600 acre-feet of high-quality water annually.

In 2008, Frederick acquired Berthoud's 1,300-share interest in NISP, and in 2009, formalized the transfer of 1,300 shares from Central Weld County Water District. Both actions were part of agreements with NCWCD, and the Town Board has approved all subsequent agreements through the current Twenty-First Interim Agreement. This agreement allocates \$2,171,000 for Frederick's participation in Phases 3A, 5, 6, 7, and 8 in 2025.

Summary of Planned Work in 2025

Phase 3A: Continued permitting efforts, including work toward the final 404 permit, Record of Decision, and minor modifications. This phase also involves public information efforts and ongoing legal and administrative support.

Phase 5: Advancing the design of the Glade Reservoir facilities, completing Highway 287 relocation designs, and conducting necessary geotechnical studies.

Phase 6: Evaluating water conveyance needs, refining pipeline designs, and negotiating agreements with affected ditch companies for the South Platte Water Conservation Project. Land easements and mitigation plans will also be advanced.

Phase 7: Focused on project financial planning, developing allotment contracts, and defending required permits, including Army Corps 404, Colorado 401 Water Quality, Larimer County 1041, and Fort Collins' 1041 permits.

Phase 8: Early construction of pipelines in Johnstown, procurement of materials for Highway 287 relocation, and advancing the Timnath Inlet Canal option agreement. For additional details, see Exhibit B, which provides a breakdown of participant yields and costs for the planned project phases.

The total project cost is estimated at \$2 billion. Frederick's financial plan will be updated to reflect changing costs and financing options, with funding expected to include cash, bonds, and low-interest loans. The Water Rate Study included NISP's costs to identify

revenue needs and funding strategies.

Notably, approximately half of NISP's water supplies will be fully consumable, which is crucial for Frederick's planned water reuse system. Development of a Reuse Plan in 2025 will explore how reusable water will support the Town's long-term water needs.

Legal Comments:

The Agreement is similar to previous agreements that the Board has approved and all participants approve the same document subject to specific costs and entity names. The resolution was reviewed by the Town Attorney.

Alternatives/Options

Not approve the attached agreement and search for other water rights. The other current sources of high-quality water identified by staff and consultants are CBT and Windy Gap. The current market price for CBT water is now between \$61,000 and \$65,000 per unit which is equivalent to about \$108,000 per acre-foot. This is much higher than the projected \$50,000 per acre-foot costs for NISP. There are limited supplies of Windy Gap and CBT available and NCWCD regulations may limit the Town's ability to acquire large blocks of CBT in the future. It is staff's opinion that NISP is the preferred option at this time.

Financial Considerations

Adequate funds were requested in the 2025 Water Fund Budget for costs associated with continued participation in NISP.

Staff Recommendation

Staff recommends that the Board approve the attached Resolution.

Community Impact

This item supports our value of family. Without adequate water supplies the Town will not be able to supply high quality drinking water to our residents and customers who depend on a safe and reliable drinking water supply.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-12**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE TWENTY FIRST INTERIM
AGREEMENT WITH THE NORTHERN INTEGRATES SUPPLY PROJECT
WATER ACTIVITIES ENTERPRISE (NISP)**

WHEREAS, the Town has a substantial investment in NISP; and

WHEREAS, approval of this 21st Interim Agreement assures the Town of its ability to participate in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The attached 21st Interim Agreement with the Northern Colorado Water Conservancy District is approved and the Mayor is authorized to execute it

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 28th DAY OF
JANUARY, 2025.**

ATTEST:

TOWN OF FREDERICK

By _____

Tricia David, Town Clerk

By _____

Tracie Crites, Mayor

TWENTY-FIRST INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 20__, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and «Participant», whose address is «Address», «City», «ST» «Zipcode» ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 20 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting work with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir final design, Highway 287 relocation final design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. The Eighth Phase involves early pipeline construction, procurement of electrical materials for the Highway 287 relocation, and advancement of the option agreement for the Timnath Inlet Canal.

- I. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, 7, and 8 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.
- J. Pursuing these Phases 3A, 5, 6, 7, and 8 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

- 1. The Participant agrees to participate in Phases 3A, 5, 6, 7, and 8 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, Phase 7 and Phase 8 is included in Exhibit A. Participation in this Agreement in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
- 2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is «Acre_Feet» acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2025 for each Participant. The costs covered by this Agreement shall be separate from costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction or increase in base requested capacity, which will be implemented by the NISP Enterprise so long as any costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is «Acre_Feet» acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
- 3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2025 costs necessary for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$«Costs» for 2025. The Participant will pay the NISP Enterprise its pro rata share of these 2025 costs on or before February 15, 2025. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 will

be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8.

4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2025 costs of Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.
5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 8 or that it will construct or operate the Project. At the end of the Eighth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs as of the date the Project is terminated, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.

8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above, and the NISP Enterprise shall have no further obligations to the Participant.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$«Costs» set forth in paragraph 3 above. The Participant shall have the right to terminate this Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into.
10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 in 2025, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2025. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 beyond the costs stated in paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
11. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, Phase 7, and Phase 8 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
12. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

«Participant»

By: _____

Name: _____

Title: _____

THE NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY
ENTERPRISE

By: _____

Name: _____

Title: _____

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2025 will largely be remaining efforts in support of the final 404 permit and Record of Decision, potential minor modification of the 404 permit, mitigation development, and continuation of the Larimer County IGA process. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade Reservoir facility design advancement and necessary geotechnical work and Highway 287 relocation final design.

Phase 6 involves the following additional 2025 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, design advancement, and conveyance cost estimating.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified and acquired.
- Mitigation plans will continue to be advanced, and time sensitive mitigation activities may be pursued.

Phase 7 involves the following 2025 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, and the Larimer County 1041 Permit.
- Potential activities associated with the City of Fort Collins' 1041 permit process.

Phase 8 involves the following 2025 activities:

- Early Pipeline Construction in the Johnstown area.
- Procurement of overhead electric materials for the HW 287 relocation.
- Advancement of the option agreement for of the Timnath Inlet Canal.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, PHASE 7, and PHASE 8

Northern Integrated Supply Project	Rev. 2.1	11/1/2024	
Final Year 2025 Preconstruction Budget			
Interim Contract 21			
Item	Updated Cost		
Glade Final Design	\$ 5,000,000		
HW 287 Design Activities	\$ 200,000		
HW 287 CMGC	\$ 100,000		
HW 287 Utility Relocation Materials	\$ 1,300,000		
NISP Delivery Pipeline Design	\$ 2,000,000		
County Line Pipeline Early Construction	\$ 8,000,000		
Poudre Inlet Canal Agreement	\$ 800,000		
Poudre Inlet Canal Design	\$ 600,000		
Environment&Mitigation	\$ 4,000,000		
WQ Sample Testing/Studies	\$ 400,000		
Financing Consultant/Bond Counsel	\$ 100,000		
Northern Water Labor	\$ 2,000,000		
Northern Water Indirect	\$ 800,000		
Legal	\$ 700,000		
Communications	\$ 100,000		
Glade State Land Board Land	\$ 6,500,000		
ROW-Land Appraisal/Title/Survey	\$ 200,000		
Pipeline Easements/Property	\$ 3,000,000		
Contingency/Other (10%)	\$ 3,600,000		
Total	\$ 39,400,000		
Approximate Carryover from 2024	\$ 6,000,000		
Total Requested of Participants for 2025	\$ 33,400,000		
	Project Yield	Percent of	2025
Participant	(Acre-ft)	Project	Contribution
Central Weld Co. W.D.	3,500	8.75%	\$ 2,922,500
Dacono	1,250	3.13%	\$ 1,043,750
Firestone	1,300	3.25%	\$ 1,085,500
Frederick	2,600	6.50%	\$ 2,171,000
Eaton	500	1.25%	\$ 417,500
Erie	6,500	16.25%	\$ 5,427,500
Evans	1,200	3.00%	\$ 1,002,000
Fort Collins-Loveland. W.D.	8,100	20.25%	\$ 6,763,500
Fort Lupton	1,050	2.63%	\$ 876,750
Fort Morgan	3,600	9.00%	\$ 3,006,000
Lafayette	1,800	4.50%	\$ 1,503,000
Lefthand W.D.	3,500	8.75%	\$ 2,922,500
Morgan County Q.W.D.	1,300	3.25%	\$ 1,085,500
Severance	500	1.25%	\$ 417,500
Windsor	3,300	8.25%	\$ 2,755,500
Total	40,000	100.00%	\$ 33,400,000



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-13 Consider Awarding a Contract for the Water Reuse Plan

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Resolution Water Reuse Plan Contract
2. Frederick Water Reuse 2025 Scope of Work

Reviewed By: Tricia David, Town Clerk

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

This item aligns with the Strategic, Reliable, and Sustainable Infrastructure goal. The Plan will guide the Town in how to capture and deliver the Town's reusable supplies allowing the Town to maximize the investment the Town has made into water for the community.



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

The Water Reuse Plan will serve as a guiding document for development of a reuse system. The Town's goals for the Reuse Study are to be strategic with existing and future investments in the water systems and improve water service to our existing and future customers. This Reuse Plan will identify the next steps for making the most use of the Town's potential Reuseable supplies as identified in the Long-Term Water Supply Plan.

Detail of Issue/Request:

In January 2024, the Town solicited Statements of Qualifications from firms to develop a Water Reuse Plan, identified as a key priority in the Long-Term Water Supply Plan. Three firms submitted Statements of Qualifications, which were reviewed by the Town's Engineering staff based on criteria including content, personnel, availability, and overall quality. After a thorough evaluation, Forsgren Associates, Inc. (Forsgren) and their subconsultants were selected as the highest-rated team.

Following Forsgren's selection, a scope meeting was held to define the Town's priorities for the Water Reuse Plan. Key areas of focus include:

- Preserving Frederick's community character.
- Ensuring adequate infrastructure for current and future developments.
- Strategies for reducing and managing water demand.
- Integration with regional water systems.
- Addressing land use and growth projections, and the associated water demands.
- Creating livable communities by aligning land use, housing, and water planning.

Forsgren's work will address the following technical components:

- Analysis of water exchange potential.
- Strategies for capturing and conveying reusable water supplies.
- Evaluating additional storage needs for reusable supplies.
- Assessing water quality considerations.
- Preparing a comprehensive Master Plan Report and presenting drafts and the final report to the Town Board.

The plan will also include:

- Projections of reusable water supplies from the Town's portfolio.
- Recommendations and timelines for next steps, including necessary water court applications.
- Confidential memos outlining potential storage locations and pipeline corridors for delivering reuse water.

The Water Reuse Plan aligns with the Town's Long-Term Water Supply Plan by maximizing the use of existing and future water resources. Reusable water supplies are projected to meet a significant portion of the Town's non-potable demands, including irrigation for parks and rights-of-way.

The Town's reusable supplies may yield 540–1,180 acre-feet (AF) to 850–1,500 AF annually, depending on usage of water rights for drinking water which are then treated by the St Vrain Sanitation District. At full buildout, raw water demands are estimated at about 2,000 AF annually. The reusable supplies are expected to cover 25%–75% of these demands. This reuse system will provide a sustainable solution for managing the Town's water needs as it continues to grow.

To support the development of the Water Reuse Plan, the Town successfully applied for a Colorado Water Plan Grant in 2024. The grant will cover 75% of the plan's preparation costs, significantly reducing the financial burden on the Town.

The Water Reuse Plan is a critical step toward ensuring Frederick's long-term water security and making efficient use of its resources.

Legal Comments:

The Town Attorney has reviewed the resolution.

Alternatives/Options

The Town Board may decide to delay awarding the contract at this time however this may impact future grant funding opportunities.

Financial Considerations

The contract amount for the design services of Forsgren for the Water Reuse Plan is \$360,900.84. Funding for the project was approved with the 2025 Budget Adoption. The 75% grant funding will be used to reimburse the Water Fund for a portion of the costs of the project.

Staff Recommendation

Staff recommends that the Board award the contract and approve the resolution.

Community Impact

This item supports the Town's vision of importance on Family. By leveraging the Town's existing resources to the highest degree the Town's investment in water resources to support our community will be strengthened.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-13**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, TO AWARD
A CONTRACT FOR THE WATER REUSE PLAN AND AUTHORIZING THE
TOWN MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, in accordance with Chapter 4 Article V, the Town is not required to seek bids for technical and professional services, notwithstanding the Town issued a Request for Qualifications and interviewed several firms for the Water Reuse Plan; and,

WHEREAS, the Board of Trustees finds that the preferred consultant for this contract award is Barnard Structures Inc.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

1. The Board of Trustees accepts the Scope for the Water Reuse Plan from Forsgren Associates, Inc. in the amount of \$360,900.84 as reflected in the accompanied Action Memorandum.
2. Additional funds, not to exceed 10% (ten percent) of the contract price, may be utilized to ensure the completion of the contracted work in the event of reasonable change orders or other unforeseen circumstances.
3. The Board of Trustees authorizes the Town Manager to sign a contract, subject to finalization and review by the Town Attorney, that is substantively the same as the attached Exhibit A.

INTRODUCED, READ, PASSED, AND SIGNED THIS 28th DAY OF JANUARY, 2025.

ATTEST:

TOWN OF FREDERICK

By: _____

By: _____

Tricia David, Town Clerk

Tracie Crites, Mayor

GOALS

1. Guide development of the reuse system
2. Facilitate strategic investments in water systems
3. Improve service to existing and future customers
4. Support the Town's goal for strategic, reliable and sustainable infrastructure
5. Incorporate findings from the Town's Long-Term Water Resources Plan; Short-Term Water Supply Plan; Water Efficiency Plan; Comprehensive Plan; Potable Water and Raw Water Master Plans

SCOPE OF WORK

1. Coordination and Reporting

Coordination and Reporting will extend throughout the entire study period, consisting of the following tasks and resulting in the listed deliverables.

TASKS:

- Project set-up and project management plan
- Review previous reports and maps, kickoff meeting preparation
- Project kickoff/collaboration meeting with Town staff
- Determine baseline water quality and delivery objectives
- General project coordination and monthly reporting
- Meetings to include weekly status updates virtually, and up to five in-person meetings to include INTERA regarding exchange potential, and up to four in-person meetings to include W.W. Wheeler regarding water storage.
- Contact the neighboring towns of Firestone and Dacono regarding possible joint interest in developing their reusable return flows from the St. Vrain facility with Frederick in a regional plan.

DELIVERABLES:

- Kick-off meeting summary (electronic)
- Weekly status meeting summaries (email)
- Monthly email reports
- Two Town meetings with the Board
- Two public work sessions with the Board

2. Exchange Potential

TASKS:

- Evaluate Lawn Irrigation Return Flows (LIRFs) from raw water use. Relevant irrigated areas will be delineated and return flows will be estimated for these areas.
- Evaluate exchange potential for the identified scenarios. This will include an evaluation of exchange-to points and storage options. The evaluation will be based on existing information (e.g. StateMod, call data, historical stream flows, information from Water Commissioner). The exchange potential analysis will be used for evaluating water supply options. The analysis will include relevant water rights, competing exchanges, call data, stream gages and other information as needed to allow for evaluating exchange potential and storage availability for the

Town. This analysis will also be used to advise how optimization of reuse will “fit in” with the existing water supply portfolio and provide input on operational considerations.

3. Raw Water & Conveyance

TASKS:

- Evaluate the Town’s reusable water supply projections using existing information and analyses above. This includes obtaining and reviewing projections provided by Element Water Consulting (Element) and any adjustments to these projections as needed. These projections will consider the sources of water supplies (e.g. changed Lower Boulder Ditch shares, junior storage rights, Windy Gap, NISP) and the monthly delivery patterns of these supplies. Up to two 1-hr virtual meetings will be held with Element to discuss the data and their analysis.
- Help the Town develop a set of feasible operational scenarios for further evaluation that incorporate feasible delivery patterns, building on the findings from previous studies: Town’s Short-Term and Long-Term Water Resources Plan and Water Efficiency Plan.
- We understand that the Town has a pending water rights application to change additional shares in the Lower Boulder Ditch and may consider building a new water treatment plant and/or storage facility, and/or expand its existing storage facilities to allow for treatment of its raw water supplies. These will be considered in the evaluation. Although an exchange of reusable supplies on Boulder Creek may be the most economical option, other scenarios will be considered and evaluated collaboratively with the Town. Other items to consider may include demand management, outdoor landscaping regulations and programs that influence irrigation demands. Projections of reusable supplies will inform the exchange potential analysis.
- Visit St. Vrain Sanitation District Wastewater Treatment Facility and photo/diagram the outlet works. Identify locations and means for possible connection of a reuse pipeline. Consider site options near the facility for a return pump station.
- Identify three to four of the most feasible and economical preliminary alignments for the reuse pipeline with a preference for public rights-of-way to minimize the need for easements across private property. Identify the possible alignments initially using publicly available satellite imagery and topography, and parcel maps, and then drive the routes to “ground truth” conditions.
- Similarly, evaluate the topography between the treatment facility and possible delivery points in Frederick, and generally determine options for the number, location and power requirements for the pump station(s) needed.
- Confirm selection of three or four alignment options and up to three pump station alternatives with Town staff for further consideration.
- Prepare conceptual plans to support cost opinions and identify pros and cons to compare the three or four most feasible and economical pipeline alignments, and up to three pump station alternatives.
- Prepare draft technical memorandum comparing pipeline alignment and pump station alternatives.
- Meet with the Town staff to review the draft memorandum and then finalize it.

DELIVERABLES:

- Draft and final technical memorandum documenting analysis and findings from the return flow and exchange potential evaluation (electronic).

- Draft and final confidential technical memorandum comparing pipeline alignment and pump station alternatives (electronic).

4. Evaluation of water storage alternatives.

TASKS:

- Determine the projected wet-year and average-year seasonal volumes of reuse water that can be used in the Town's nonpotable system. Use those volumes to consider reservoir sizing alternatives.
- Use publicly available satellite imagery and LiDAR topography of a two-mile swath of land between Frederick and the St. Vrain facility, along with available information on the area soils and geology, to identify options for reservoir sites. Reservoir siting study will consider sites where land is readily available and earthwork volumes can be minimized. Complete a cursory hydrology study generally following DWR Dam Safety Group guidelines to estimate inflow design flood and spillway size.
- Use record drawings of Milavec Reservoir, existing DWR stage storage data, along with topography of the general area to develop expansion alternatives for the reservoir. Update the inflow hydrology generally following current guidelines. Prepare concept drawings and storage volume estimate for proposed expansion alternative. Evaluate the reservoir expansion alternative and identify deficiencies with respect to DWR's safety regulations.
- Identify the most feasible reservoir alternatives. Review with Town staff to select up to three new reservoir site options for further consideration.
- Perform preliminary geotechnical investigations with up to three borings at each of the three sites and provide a geotechnical data memorandum.
- Prepare conceptual plans to support cost opinions and facilitate identifying pros and cons. Compare up to three of the most feasible and economical alternatives for new reservoir sites assuming moderate hazard dams, along with the alternative of expanding Milavec Reservoir.
- Prepare draft technical memorandum comparing reservoir storage options, including expanding Milavec Reservoir. Memo will provide feasibility level drawings, cost opinions, site comparisons.
- Meet with the Town staff to review the draft memorandum and then finalize it.

DELIVERABLES:

- Draft and final confidential technical memorandum comparing reservoir storage options, including expanding Milavec Reservoir (electronic).
- Review meetings with the Town staff to discuss each of the three draft memoranda described above.

5. Evaluation of potential reuse water quality.

TASKS:

- Review available literature and existing data to understand the water quality and seasonal variations of that quality in treated effluent (reuse water) from the St. Vrain Sanitation District Wastewater Treatment Facility.
- Similarly, review available literature and existing data to understand the water quality and seasonal variations of that quality in the Town's raw water from its other sources to be used in the nonpotable water system.

- Prepare draft technical memorandum reviewing treatment requirements and locations, building on the preliminary pipeline alignment, pumping and storage selections.
- Meet with the Town staff to review the draft memorandum and then finalize it.

DELIVERABLES:

- Determine water quality for the range of possible blends of reuse water with the other nonpotable water sources and determine what additional treatment may be needed so that the resulting water quality is appropriate for irrigation use. Also identify where such treatment should be located. Coordinate with another Town consultant concurrently preparing the Drinking Water Treatment Feasibility Study.
- Draft and final confidential technical memorandum reviewing treatment requirements and where treatment should be located (electronic).
- Review meetings with the Town staff to discuss each of the three draft memoranda described above.

6. Water Reuse Study

TASKS:

- Meet with each entity to conceptualize such a plan.
- Prepare confidential draft Reuse Study compiling the three technical memoranda described under Task 3 and identifying the recommended reuse water system. Reference how that planned system could possibly be coordinated with plans for Firestone and Dacono if there is interest and identify pros and cons.
- Outline possible Town policies to support water reuse and include in the draft study.
- Outline possible funding options for priority projects in support of water reuse and include in the draft study.
- Prepare public information and coordinate with Town staff for website postings.
- Review the draft Water Reuse Study with the Town staff and obtain their comments.
- Present the revised draft to the Town Board and obtain comments.
- Finalize the study.

DELIVERABLES:

- Summary of meetings with neighboring towns re. joint water reuse interests
- Public information notices
- Draft Water Reuse Study (electronic)
- Revised draft of Study (electronic)
- StoryMap presentation to Town Board (electronic)
- Final Water Reuse Study (electronic and five print copies)



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-16 Wildflower - United Power MOAPI Amendment

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Wildflower Subdivision MOAPI First Amendment
2. Resolution Wildflower MOAPI First Amendment

Reviewed By: Tricia David, Town Clerk

Action Type

3) Quasi-Judicial: Actions of a specific nature or impact to a property interest that require an evidentiary hearing; such as land use applications; may be approved by ordinance or resolution as applicable.

Strategic Plan Alignment:

Frederick is dedicated to investing in existing and future transportation, water, stormwater, and technology while planning for sustainable growth and development. The amendment to the Wildflower MOAPI will clarify the improvement required of United Power.



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

United Power has purchase three lots within the Wildflower Subdivision that has not been constructed north west of the west I-25 Frontage Road and Tipple Parkway. The original developer entered into an MOAPI with the Town in 2008 which identifies the public improvement requirements for the development. Since only a portion of the development is proposed to be developed the agreement must be updated.

Detail of Issue/Request:

United Power has acquired the properties located at 3801, 3833, and 3917 Tipple Parkway in the Wildflower Subdivision Filing 1, Amendment 1. These properties are governed by the original Memorandum of Agreement for Public Improvements (MOAPI) established between the Town and the original developer. The development planned by United Power does not require the same extent or scale of public improvements as the full subdivision would. Given the reduced impact, United Power and service providers have requested an amendment to the MOAPI. This amendment will clarify and limit the specific improvements required for the development of 3833 Tipple Parkway.

The Frederick-Firestone Fire Protection District has advised the Town and the applicant that United Power's project will necessitate the installation of a waterline extension and a new fire hydrant, which will be serviced by the Left Hand Water District. The fire hydrant must be installed during site construction, scheduled to begin in 2026, as outlined in the tentative timeline included in the amendment.

This MOAPI amendment will also transfer responsibility for these required improvements from the original developer to United Power. The amendment will be executed by the original developer, United Power, and the Town.

Legal Comments:

The MOAPI amendment was negotiated by the Town Attorney and the resolution was reviewed by the Town Attorney.

Alternatives/Options

The Board may choose not to not allow the development of the United Power project outside of the development of the entire subdivision. This would impact the viability of development of the remaining portion of the subdivision because a large amount of water line and sewer lines need to be extended to serve the entire subdivision.

Financial Considerations

The Town will not be financially responsible for this improvement.

Staff Recommendation

Staff recommends approval of the attached resolution.

Community Impact

The development of a battery energy storage system on this site will increase the reliability and affordability of United Power's distribution system which will benefit the Town's residents.

**FIRST AMENDMENT TO THE
WILDFLOWER SUBDIVISION FILING NO. 1 AND A RE-PLAT OF TRACT OS6,
COUNTRY MEADOWS FARM SUBDIVISION FILING NO. 1
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS RELEASING
AND ASSIGNING RESPONSIBILITY FOR FIRE HYDRANT COVERAGE**

THIS FIRST AMENDMENT TO THE WILDFLOWER SUBDIVISION FILING NO. 1 AND A RE-PLAT OF TRACT OS6, COUNTRY MEADOWS FARM SUBDIVISION FILING NO. 1 MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS (“First Amendment”) is made and entered into this ____ day of _____, 2024 by and between the Town of Frederick, a Colorado statutory town, whose address is P.O. Box 435, Frederick, Colorado (“Town”), RH FREDERICK LLC, a Colorado limited liability company and MICHAEL A. RICHARDSON, an individual, whose address is 8000 S. Chester Street, Suite 150, Centennial, Colorado 80112 (collectively, RH FREDERICK LLC and MICHAEL A. RICHARDSON, as the “Developer”), and United Power, Inc., a Colorado cooperative association, whose address is 500 Cooperative Way, Brighton, CO 80603 (“Utility”) (together, the “parties”).

WHEREAS, Town and Developer entered into a Memorandum of Agreement for Public Improvements (“MOAPI”) on December, 12, 2008, recorded at the Weld County Clerk and Recorder’s Office at Reception No. 394972;

WHEREAS, Utility purchased 3801, 3833, and 3917 Tipple Parkway, Frederick, CO 80516 from MRFR III, LLP on January, 28, 2022;

WHEREAS, Utility is working with Frederick Energy Storage LLC and the Town to develop a site plan for a battery energy storage project at 3833 Tipple Parkway;

WHEREAS, the Frederick-Firestone Fire Protection District has certain fire hydrant requirements for the site plan; and

WHEREAS, the parties desire to delineate responsibilities for certain utility improvements.

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

1. Exhibit G, attached hereto, is hereby incorporated into and made part of the MOAPI.
2. Utility accepts responsibility for the requirements set forth in Exhibit G.
3. The Town releases Developer from the requirements set forth in Exhibit G, to the extent the MOAPI required Developer to complete this improvement.
4. Except as specifically amended hereby, Town and Developer agree that the MOAPI continues uninterrupted, shall remain in full force and effect, and shall be binding upon the parties hereto. In the event of any conflict between the MOAPI and this First Amendment, the terms of this First Amendment shall prevail.

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN OF FREDERICK

DEVELOPER

By _____
Tracie Crites, Mayor

By _____
_____, Authorized Representative

ATTEST:

By _____
Tricia David, Town Clerk

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ and _____ as Town Clerk of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ (signatory's name) as _____ (position/title).

My commission expires:

Witness my hand and official seal.

Notary Public

UTILITY

By _____
Mark A. Gabriel, President & CEO

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____ as _____ and _____ as
Town Clerk of the Town of Frederick.

My commission expires:

Witness my hand and official seal.

Notary Public

EXHIBIT G

SPECIAL PROVISIONS APPLYING TO UTILITY IMPROVEMENTS

The following special provisions apply only to 3833 Tipple Parkway. In the event of a conflict between any paragraph, sentence, or clause of this Exhibit G and similar provisions elsewhere in this AGREEMENT, the paragraph, sentence, or clause of this Exhibit G shall prevail.

1. Fire Hydrant Coverage.

- a. One (1) new fire hydrant located at the entrance to 3833 Tipple Parkway is required to be installed at Utility's expense after the waterline has been extended along Tipple Parkway. A tentative timeline is provided below in Section 2. An approved water supply is required per 2021 IFC **507.1 Required water supply**. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.
- b. All new fire hydrant installations will need to be geo-located, and a list of the fire hydrants latitude/longitude provided to the Frederick-Firestone Fire Protection District.
- c. The required fire flow will be 1500 GPM @ 20 PSI for 2-hours.

2. Tentative Timeline.

- a. The fire hydrant identified in Section 1 shall be installed during the construction of the Utility's substation at 3833 Tipple Parkway. The design parameters for water delivery to the property will be addressed through the substation permit process.
- b. Below is an estimated timeline for construction of the substation.
 - i. 2024: Complete permitting with the Town.
Order Transformers (approximately 3.5 years from order date to delivery).
 - ii. 2025: Q3/Q4 of 2025 site preparations begin.
Begin acquisition of transmission line routes to the substation.
 - iii. 2026: Q2 Construction will begin on the substation.
 - iv. 2027: Q2 Substation construction complete and online (assuming transformers have arrived).

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-16**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO AUTHORIZING
THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE WILDFLOWER
SUBDIVISION FILING NO. 1 AND A RE-PLAT OF TRACT OS6,
COUNTRY MEADOWS FARM SUBDIVISION FILING NO. 1
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS RELEASING
AND ASSIGNING RESPONSIBILITY FOR FIRE HYDRANT COVERAGE**

WHEREAS, the Town and the previous developer, RH FREDERICK LLC. And MICHAEL A. RICHARDSON executed a Memorandum of Agreement for Public Improvements dated December 12, 2008; and

WHEREAS, United Power, Inc. acquired 3801, 3833, and 3917 Tipple Parkway, Frederick, CO 80516 of the subdivision from MRFR III, LLP on January, 28, 2022; and

WHEREAS, United Power, Inc. has requested certain amendments to the MOAPI which are acceptable to the Town.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The attached First Amendment to the Memorandum of Agreement for Public Improvements is approved and the Mayor is authorized to execute the same.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF
JANUARY, 2025.**

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-14 Approval of CMGC contract for the Public Works Facility

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. 25-R-14 CMGC Public Works Contract
2. AIA201 Contract
3. AIA133 Contract
4. A133 Exhibit A- Guaranteed Maximum Price Amendment
5. Attachment #1 GMP Estimate (Bid Pack 1)
6. Attachment #2 Clarifications and Assumptions (Bid Pack 1)
7. Attachment #3 Enumeration of Documents - Bid Package #1

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

The new Public Works facility project has reached the next milestone, selection and approval of the CMGC contract to FCI Constructors. This resolution will approve the contract and advance the project to the final Design Development phase and proceed to getting construction documents competed during first quarter 2025 with a groundbreaking of construction of the site during second quarter of 2025.

Detail of Issue/Request:

On August 2nd, 2024, the Town solicited proposals to provide complete Construction Management / General Contractor (CMGC) services for the Town of Frederick Public Works Facility project at 7400 Eagle Blvd. Six submitted proposals were reviewed by a selection committee comprised of Town staff and the top three proposals were invited for an interview with the selection committee on September 13, 2024.

The criteria for which the top proposals were evaluated on were based off their ability to provide the following.

- Pre-construction services as identified in RFP, including
 - Full project cost estimating at the 50% CD design deliverable
 - Constructability review as coordinated with the design team
 - Permit submission assistance
 - Scheduling
 - Phasing/sequencing recommendations
 - Identification of cost reduction suggestions and strategies

- At the 100% Design Development milestone, the CMGC shall provide a Guaranteed Maximum Price proposal including a final construction schedule for Construction Manager/General Contractor services to construct the project as designed.

Based off the criteria and interview with the selection committee, staff is recommending this contract be awarded to FCI Constructors.

Legal Comments:

The Town Attorney's office has reviewed the contract.

Alternatives/Options

The Town has the option of awarding the contract for this work, to reject any negotiated scope and fee, or re-bid a different contract scope for the project.

Financial Considerations

The funding source for this contract related to pre-construction costs is within budget from the Capital Facilities Fund and the construction service fees including Bid Packet #1 will be paid through proceeds of the Certificates of Participation (COPs) that will be issued during first quarter of 2025.

Staff Recommendation

Staff recommends that the Board award the contract and approve Resolution 25-R-14.

Community Impact

The completion of the new PW facility will be an community enhancement, as it will provide the opportunity to increase and expand levels of service to residents and the community at large. This site will be a model for all future Town facilities and foster an exceptional and inclusive community that is Built On What Matters.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-14**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION
MANAGEMENT GENERAL CONTRACTOR CONTRACT BETWEEN
THE TOWN OF FREDERICK AND FCI CONSTRUCTORS INC.**

WHEREAS, in August 2024 the Town solicited proposals to provide complete construction management/general contractor (“CMGC”) services for the Town of Frederick Public Works Facility project at 7500 Eagle Boulevard; and

WHEREAS, the selection committee reviewed six proposals, with the companies submitting the top three proposals being invited for an interview with the selection committee in September 2024; and

WHEREAS, the selection committee recommends entering into a contract with FCI Constructors Inc. based upon its evaluation and criteria; and

WHEREAS, the Agreement will provide for complete Construction Management General Contractor services for development of the Town’s new Public Works Facility.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The attached Agreement Between Owner and Construction Manager as Constructor is approved and the Mayor is authorized to execute it.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS _____ DAY OF
_____, 2025.

ATTEST:

TOWN OF FREDERICK

By _____
Tricia David, Town Clerk

By _____
Tracie Crites, Mayor

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

THE OWNER:

(Name, legal status and address)

Town of Fredrick Colorado
401 Locust Street
Frederick, CO 80530

THE ARCHITECT:

(Name, legal status and address)

RB+B Architects, Inc.
315 E Mountain Ave #100
Fort Collins, CO 80524

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

Init.

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User Notes:

(1682196570)

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Init.
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work shall include everything explicitly or implicitly required to be furnished or performed under the Contract Documents to produce a completed and finished project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Dimensions indicated on the drawings shall be followed. The Contractor shall not scale the Drawings. Conflicts, discrepancies, and omissions shall be resolved prior to ordering or installing materials and equipment.

§ 1.1.5.2 The Contractor shall provide critical clearances, tolerances, and dimensions as indicated in the Contract Documents. The Contractor shall immediately advise the Architect if existing conditions do not permit critical dimensions as shown. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings.

§ 1.1.5.3 Any modification to the Drawings shall be approved by the Architect. The Architect's decision in matters relating to artistic effect and structural integrity will be final if consistent with the intent of the Contract Documents.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within, between or among parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall either: (1) provide the better quality and/or greater quantity of work, or (2) comply with the more stringent requirement; either or both shall be done in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any obligations set forth in Sections 3.2 or 3.7.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall make available to the contractor digital files containing the complete Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors is not guaranteed by the Architect or Owner. The Contractor shall, therefore, satisfy itself to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all grades, elevations, dimensions, and locations relating to such existing or other work. Any errors due in full or in part to the Contractor's failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects

to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent, which shall be the same as that proposed in the Contractor's proposal. Should the Contractor propose a different individual than that included in the Contractor's proposal, that individual must display equal or greater qualifications, and the change must be for reasons of verifiable necessity or Owner request and not for reasons of the contractor's convenience. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The requirements of Section 3.9.3 shall also apply to the Contractor's Project Manager and other critical members of the project management staff, as identified in the Contractor's proposal. The Contractor shall furthermore promptly remove from the project any of the Contractor's staff to whom the Owner has a reasonable objection.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 The Contractor is responsible for protecting the existing site materials and finishes to include, but not be limited to, asphalt, concrete, landscaping, site lighting, and utilities, within and adjacent to the approved construction limits. The Contractor assumes full responsibility for the costs associated with any required corrections to the extent that the need for such corrections was caused by Contractor negligent activities.

§ 3.14.4 All patching shall be performed by mechanics of the trades dictated by the materials used in the patching operations, and patching shall be smooth and continuous to logical boundaries, coordinated in advance with the Owner.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall leave the completed Work in conditions for occupancy by the Owner such that no cleaning, waxing, polishing, or other janitorial operations are required.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the

Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 Nothing contained in the Contract Documents shall be construed as creating a contractual relationship between any Subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among the Subcontractors or to limit the Work performed by any trade. The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall be responsible for the coordination of the trades, Subcontractors, materials, and persons engaged in the Work. The Owner shall not undertake to settle any difference between the Contractor and their Subcontractors or between Subcontractors.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, nor any claim that the Owner has been unjustly enriched by any alteration of or addition to the Work, shall be the basis of any claim to an increase in the Contract Sum or Contract Time.

§ 7.1.4 The Contractor acknowledges it shall be held fully responsible for any changes not officially authorized in advance and in writing by the Owner's authorized representative. The Contractor shall not, and shall not be expected by the Owner to, proceed with any changes to the Work which have been directed by any employee or agent of the Owner other than the Owner's authorized representative, other than minor changes authorized by the Architect per Section 7.4. The Contractor will be denied any request for an increase to the Contract Sum or Contract Time related to the performance of unauthorized changes, and the Contractor shall, at no increase to the Contract Sum or Contract Time, take all corrective action necessitated by reason of the unauthorized changes.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such

case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine to the extent that:

- .1 the Contractor can substantiate a direct impact to the primary critical path of the project-
- .2 such delay will prevent the Contractor from performing within the Contract Time; and
- .3 the performance of the Work is not, was not, and would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 If the Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted only to the extent that such delay:

- .1 is not caused, or could not have been anticipated, by the Contractor;
- .2 could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur; and
- .3 is of a duration not less than one (1) day.

§ 8.3.5 The Contractor shall assume ten (10) working days of Owner Delay within the project schedule from the date of Notice to Proceed to the date of Substantial Completion. The ten (10) working days of Owner Delay are the responsibility of the Contractor and shall be included as a component of the base contract. The Contractor will not receive additional compensation monetarily by way of time extension for these first ten (10) days of Owner Delay. To claim Owner Delay, the Contractor must clearly indicate Owner action or inaction within five (5) days of such event and demonstrate the direct effect of such action or inaction on the critical path of the construction schedule. Additional Owner Delays beyond the ten (10) working days indicated by this section will be dealt with as stipulated in Section 15.1.5.

§ 8.3.6 The Contractor may only request an increase to the Contract Sum for general conditions associated with an increase in the Contract Time when the delay is demonstrated to be outside the Contractor's control and when the time extension is not included within any other Change Order.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to either (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to the Contractor from the Owner, or (2) issue written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor

knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Applications for Final Payment shall be accompanied by executed and notarized copies of AIA Document G706 "Contractor's Affidavit of Payment Debts and Claims", AIA Document G706A "Contractor's Affidavit of Release of Liens" and AIA Document G707 "Consent of Surety Company to Final Payment".

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or

expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything contained in this Agreement to the contrary, nothing contained within this Agreement is intended to be a waiver of Owner's governmental immunity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the

Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

(Paragraph deleted)

§ 11.3.1 The Owner and Contractor waive all rights against each other and their consultants and employees, and future directly contracted entities for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement, except such rights as they may have to proceeds of such insurance. The subrogation waiver is limited to the rights and claims of the Owner and Contractor that may be brought against each other, exclusively, and shall only be effective in the context. The Owner and Contractor do not waive and specifically maintain their subrogation rights, including all rights and remedies available at law and equity, against subcontractors, sub-subcontractors, subcontractor's agents, and subcontractor's employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit the waiver of subrogation by and between the Owner and Contractor. The waiver of subrogation by and between the Owner and Contractor shall be effective as to a person or entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; (2) even though that person or entity did not pay the insurance premium directly or indirectly; or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. If the suspension, delay, or interruption is due to the existing Land Lease agreement between the Town of Frederick and Agilent, adjustment of the Contract Sum shall be pursuant to the terms outlined in the Contractor's proposal in response to the PROPOSAL REQUEST for CMGC Town of Frederick Public Works issued August 2, 2024 No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

(Paragraph deleted)

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The record of normal weather conditions shall be established by the Contractor from historical weather data determined from climatological data sheets obtained from the National Oceanic and Atmospheric Administration (NOAA) National Weather Service Station for the locality closest to the project site for a five-year period preceding the date of the Contract. The Contractor shall provide the Monthly NOAA data sheets, which

indicate daily weather data. The annual summary data sheets, which do not include daily weather data, are not acceptable.

§ 15.1.6.4 The Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be anticipated and expected at the project locale due to the precipitation or temperature, based upon actual data from the NOAA for the locality closest to the project site for a five-year period preceding the date of the Contract.

§ 15.1.6.5 The Contractor acknowledges and warrants that in developing the construction schedule for the Work, it gave due care and consideration to this expected number of calendar days of inclement weather for the locale of the project and allowed for the impact of inclement weather on subsequent work. During the time of performance, should the expected number of calendar days of inclement weather for the locale of the project be less than originally anticipated by the Contractor, those days so not affected by inclement weather shall be considered float time for the Contractor.

§ 15.1.6.6 If the total calendar days lost due to inclement weather, from the start of work at the project site by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected to be lost for the same period, a time extension if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost to such abnormal inclement weather. Time extensions from weather delays do not entitle the Contractor to any increase to the Contract Sum for overhead or general conditions. Subsequent days for drying out rain-soaked soil may not be claimed.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201® – 2017

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

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Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

...

Town of Fredrick Colorado
401 Locust Street
Frederick, CO 80530

...

RB+B Architects, Inc.
315 E Mountain Ave #100
Fort Collins, CO 80524

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The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work shall include everything explicitly or implicitly required to be furnished or performed under the Contract Documents to produce a completed and finished project.

...

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. Dimensions indicated on the drawings shall be followed. The Contractor shall not scale the Drawings. Conflicts, discrepancies, and omissions shall be resolved prior to ordering or installing materials and equipment.

§ 1.1.5.2 The Contractor shall provide critical clearances, tolerances, and dimensions as indicated in the Contract Documents. The Contractor shall immediately advise the Architect if existing conditions do not permit critical dimensions as shown. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings.

§ 1.1.5.3 Any modification to the Drawings shall be approved by the Architect. The Architect's decision in matters relating to artistic effect and structural integrity will be final if consistent with the intent of the Contract Documents.

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§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within, between or among parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall either: (1) provide the better quality and/or greater quantity of work, or (2) comply with the more stringent requirement; either or both shall be done in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any obligations set forth in Sections 3.2 or 3.7.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall ~~furnish to the Contractor one copy of the~~ make available to the contractor digital files containing the complete Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

...

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, ~~if required~~ licensed in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.2.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors is not guaranteed by the Architect or Owner. The Contractor shall, therefore, satisfy itself to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all grades, elevations, dimensions, and locations relating to such existing or other work. Any errors due in full or in part to the Contractor's failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a ~~proposed superintendent~~ superintendent, which shall be the same as that proposed in the Contractor's proposal. Should the Contractor propose a different individual than that included in the Contractor's proposal, that individual must display equal or greater qualifications, and the change must be for reasons of verifiable necessity or Owner request and not for reasons of the contractor's convenience. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.4 The requirements of Section 3.9.3 shall also apply to the Contractor's Project Manager and other critical members of the project management staff, as identified in the Contractor's proposal. The Contractor shall furthermore promptly remove from the project any of the Contractor's staff to whom the Owner has a reasonable objection.

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§ 3.14.3 The Contractor is responsible for protecting the existing site materials and finishes to include, but not be limited to, asphalt, concrete, landscaping, site lighting, and utilities, within and adjacent to the approved construction limits. The Contractor assumes full responsibility for the costs associated with any required corrections to the extent that the need for such corrections was caused by Contractor negligent activities.

§ 3.14.4 All patching shall be performed by mechanics of the trades dictated by the materials used in the patching operations, and patching shall be smooth and continuous to logical boundaries, coordinated in advance with the Owner.

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. The Contractor shall leave the completed Work in conditions for occupancy by the Owner such that no cleaning, waxing, polishing, or other janitorial operations are required.

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§ 5.1.3 Nothing contained in the Contract Documents shall be construed as creating a contractual relationship between any Subcontractor and the Owner. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among the Subcontractors or to limit the Work performed by any trade. The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall be responsible for the coordination of the trades, Subcontractors, materials, and persons engaged in the Work. The Owner shall not undertake to settle any difference between the Contractor and their Subcontractors or between Subcontractors.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, nor any claim that the Owner has been unjustly enriched by any alteration of or addition to the Work, shall be the basis of any claim to an increase in the Contract Sum or Contract Time.

§ 7.1.4 The Contractor acknowledges it shall be held fully responsible for any changes not officially authorized in advance and in writing by the Owner's authorized representative. The Contractor shall not, and shall not be expected by the Owner to, proceed with any changes to the Work which have been directed by any employee or agent of the Owner other than the Owner's authorized representative, other than minor changes authorized by the Architect per Section 7.4. The Contractor will be denied any request for an increase to the Contract Sum or Contract Time related to the performance of unauthorized changes, and the Contractor shall, at no increase to the Contract Sum or Contract Time, take all corrective action necessitated by reason of the unauthorized changes.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine to the extent that:

- .1 the Contractor can substantiate a direct impact to the primary critical path of the project-
- .2 such delay will prevent the Contractor from performing within the Contract Time; and
- .3 the performance of the Work is not, was not, and would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents.

...

§ 8.3.4 If the Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted only to the extent that such delay:

- .1 is not caused, or could not have been anticipated, by the Contractor;
- .2 could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur; and
- .3 is of a duration not less than one (1) day.

§ 8.3.5 The Contractor shall assume ten (10) working days of Owner Delay within the project schedule from the date of Notice to Proceed to the date of Substantial Completion. The ten (10) working days of Owner Delay are the responsibility of the Contractor and shall be included as a component of the base contract. The Contractor will not receive additional compensation monetarily by way of time extension for these first ten (10) days of Owner Delay. To claim Owner Delay, the Contractor must clearly indicate Owner action or inaction within five (5) days of such event and demonstrate the direct effect of such action or inaction on the critical path of the construction schedule. Additional Owner Delays beyond the ten (10) working days indicated by this section will be dealt with as stipulated in Section 15.1.5.

§ 8.3.6 The Contractor may only request an increase to the Contract Sum for general conditions associated with an increase in the Contract Time when the delay is demonstrated to be outside the Contractor's control and when the time extension is not included within any other Change Order.

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§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect to either (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to the Contractor from the Owner, or (2) issue written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.10.6 Applications for Final Payment shall be accompanied by executed and notarized copies of AIA Document G706 "Contractor's Affidavit of Payment Debts and Claims", AIA Document G706A "Contractor's Affidavit of Release of Liens" and AIA Document G707 "Consent of Surety Company to Final Payment".

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything contained in this Agreement to the contrary, nothing contained within this Agreement is intended to be a waiver of Owner's governmental immunity.

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~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

§ 11.3.1 The Owner and Contractor waive all rights against each other and their consultants and employees, and future directly contracted entities for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement, except such rights as they may have to proceeds of such insurance. The subrogation waiver is limited to the rights and claims of the Owner and Contractor that may be brought against each other, exclusively, and shall only be effective in the context. The Owner and Contractor do not waive and specifically maintain their subrogation rights, including all rights and remedies available at law and equity, against subcontractors, sub-subcontractors, subcontractor's agents, and subcontractor's employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit the waiver of subrogation by and between the Owner and Contractor. The waiver of subrogation by and between the Owner and Contractor shall be effective as to a person or entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; (2) even though that person or entity did not pay the insurance premium directly or indirectly; or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. If the suspension, delay, or interruption is due to the existing Land Lease agreement between the Town of Frederick and Agilent, adjustment of the Contract Sum shall be pursuant to the terms outlined in the Contractor's proposal in response to the PROPOSAL REQUEST for CMGC Town of Frederick Public Works issued August 2, 2024 No adjustment shall be made to the extent

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~~§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The record of normal weather conditions shall be established by the Contractor from historical weather data determined from climatological data sheets obtained from the National Oceanic and Atmospheric Administration (NOAA) National Weather Service Station for the locality closest to the project site for a five-year period preceding the date of the Contract. The Contractor shall provide the Monthly NOAA data sheets, which indicate daily weather data. The annual summary data sheets, which do not include daily weather data, are not acceptable.

§ 15.1.6.4 The Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be anticipated and expected at the project locale due to the precipitation or temperature, based upon actual data from the NOAA for the locality closest to the project site for a five-year period preceding the date of the Contract.

§ 15.1.6.5 The Contractor acknowledges and warrants that in developing the construction schedule for the Work, it gave due care and consideration to this expected number of calendar days of inclement weather for the locale of the project and allowed for the impact of inclement weather on subsequent work. During the time of performance, should the expected number of calendar days of inclement weather for the locale of the project be less than originally anticipated by the Contractor, those days so not affected by inclement weather shall be considered float time for the Contractor.

§ 15.1.6.6 If the total calendar days lost due to inclement weather, from the start of work at the project site by the Contractor until the principal portions of the Work are enclosed, exceeds the total number of days to be expected to be lost for the same period, a time extension if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost to such abnormal inclement weather. Time extensions from weather delays do not entitle the Contractor to any increase to the Contract Sum for overhead or general conditions. Subsequent days for drying out rain-soaked soil may not be claimed.

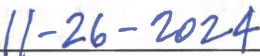
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bryan Hemeyer, Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:38:28 MT on 11/26/2024 under Order No. 2114509383 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26th day of November in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Town of Frederick Colorado
401 Locust Street
Frederick, CO 80530

and the Construction Manager:
(Name, legal status, address, and other information)

FCI Constructors Inc
4015 Coriolis Way
Frederick, CO 80504

for the following Project:
(Name, location, and detailed description)

Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

The Architect:
(Name, legal status, address, and other information)

RB+B Architects Inc
315 East Mountain Avenue, Suite 100
Fort Collins, CO 80524

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Frederick Public Works Schematic Design Package (Abridged) dated July 18, 2024

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project is defined in the Frederick Public Works Schematic Design Package (Abridged) dated July 18, 2024. Project is located at 7400 Eagle Blvd. on a +/-10-acre site. It is programmed for the anticipated growth of the Public Works Department for the next 50+ years and is planned to include 70,000+ SF of interior space at full build-out. Project includes shops and storage space for Facilities, Streets & Stormwater, and Water divisions of Public Works. It will also house the Engineering department and will include space for future growth in all departments. The facility will temporarily house the Parks and Open Space Department until an independent facility is constructed.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

\$38,000,000 (Thirty-eight Million Dollars and Zero Cents).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

100% Design Development: November 2024:

100% Construction Documents and Permit Application: February 2025

.2 Construction commencement date:

March/April 2025

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

Per Land Lease Agreement between the Town of Frederick and Agilent, the Town of Frederick will be fully operational out of the new Public Works facility one (1) year after Agilent vacates the West Half of the Property; exact date TBD.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Access to the "West half" of the property (as identified and noted in RFP Attachment G "Frederick PW_Land Lease Diagram_Addendum Exhibit G.r1) will be based upon substantial completion of the construction project owned by Agilent Technologies, Inc.: 7051 Eagle Blvd. Frederick, CO 80504. Further information to be identified in the forthcoming Exhibit A – Guaranteed Maximum Price Amendment.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Alan Isaac, Facilities Manager
Town of Frederick

Init.

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User Notes:

(1415934797)

(720) 382-5808
aisaac@frederickco.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Jeannie Mabey, LEED AP, Administrator
Dunakilly Management Group
jmabey@dunakilly.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Kumar

.2 Civil Engineer:

Martin and Martin for Survey Work

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Commissioning Agent not yet selected;
Materials Testing & Inspection not yet selected.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Rebecca Spears, AIA, LEED AP
RB+B Architects, Inc.
315 E Mountain Ave, Suite 100
Fort Collins, CO 80524
(970) 488-3854
rspears@rbbarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Tom Boucha
FCI Constructors, Inc.
4015 Coriolis Way
Frederick, CO 80504
(970) 535-4725
tboucha@fcicol.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Init.

As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

§ 1.1.15 Other Initial Information on which this Agreement is based:

Reference PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall attend design meetings and consultant coordination meetings as scheduled and conducted by the Architect.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, detailed preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner,

Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved project budget, and make recommendations for corrective action.

(Paragraph deleted)

§3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.6.4 If the Owner's approved independent estimate of the Cost of the Work is exceeded by more than five percent (5%) by the Construction Manager's cost estimate at any given point in time, the Construction Manager shall meet with the Owner, the Owner's independent cost estimator, and the Architect to investigate areas of variance and reconcile the value of the Construction Manager's estimate. If the Construction Manager's estimate continues to exceed the Owner's approved estimate by more than the above-established percentages following this exercise, the Owner shall

- .1 give written approval that the Construction Manager's cost estimate is within the Owner's budget;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 3.1.6.5 If the Construction Manager's estimate of the Cost of the Work at any milestone identified in Section 3.1.6.6 exceeds Construction Manager's previously submitted and Owner-approved estimate of the Cost of the Work, the Owner shall

- .1 give written approval that the Construction Manager's cost estimate is within the Owner's budget;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 3.1.6.6 Prior to the establishment of the Guaranteed Maximum Price, the Construction Manager shall provide detailed estimates of the Cost of the Work at the following intervals, at minimum:

- .1 50% Design Development

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At 100% Design Documents, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024 and described in Section 6.1.2. If significant changes are required after the 50% Design Development milestone to meet the Owner's construction budget, or if insufficient design information is provided, and mutually agreeable, the Owner and Construction Manager may opt to move the Guaranteed Maximum Price proposal deliverable to the 50% Construction Documents milestone.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work, organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, with a detailed, critical path method of schedule defining milestones, activities and sequencing for each phase and trade required in the project; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency, if any, shall not exceed the value or percentage as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024, or as negotiated otherwise with the Owner prior to execution of this Agreement.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Construction Manager is responsible for verifying the extent that the Owner's tax-exempt status exempts the Construction Manager and subcontractors from sales, consumer and/or use taxes for materials purchased for this Project, and the construction Manager shall direct the bidders accordingly.

§ 3.2.10 If the actual Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price, as adjusted as provided herein, such difference (the "savings") shall accrue eighty percent (80%) to the Owner and twenty percent (20%) to the Construction Manager and will be reconciled in the final Pay Application.

§ 3.2.11 Alternates, if any, will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit."

§ 3.2.12 Allowances, if any will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit."

§ 3.2.13 Unit prices, if any, will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit.". Unit prices are considered to be inclusive of all overhead costs, taxes, fees, and profit, and no mark-ups to these prices will be permitted.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner including an updated critical path method project schedule reflecting the actual construction progress, any changes in work approved, and changes in sequencing or manpower required to maintain the required completion milestones per phase of work. Quarterly billing projections will also be provided upon request by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Seventy-six Thousand Dollars and Zero cents. (\$76,000.00)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within nine (9) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

8.0% per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Construction Manager's Fee of Two and one-quarter percent (2.25%) shall be applied to the Guaranteed Maximum Price (GMP) and converted to a lump sum at the time of execution of the A133 Exhibit A - Guaranteed Maximum Price Amendment

§ 6.1.2.1 General Conditions as defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"):

Two Million One Hundred Forty-three Thousand Five Hundred Ninety-six Dollars and Zero Cents (\$2,143,596.00)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Per the terms identified in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP")

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Per the terms identified in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP")

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ninety-five percent (95%) of the standard rental rate paid at the place of the Project and be billed at the fixed rates as provided in Construction Manager's Proposal dated August 30, 2024, Page 9, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP").

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages will accrue at the rate of \$1200/day if beneficial occupancy (i.e. use of all facilities for their intended purpose) is not achieved within 335 calendar days after access to the West half of the property is granted. Owner agrees to provide Construction Manager 60 days (or more) notice prior start date of the work on the West Half of the property. Liquidated damages will be capped at 30% of the Construction Manager's Fee.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

If the actual Cost of the Work plus the Construction Manager's Fee at the end of the project is less than the Guaranteed Maximum Price, as adjusted as provided herein, such difference (the "savings") shall accrue eighty percent (80%) to the Owner and twenty percent (20%) to the Construction Manager. Cost savings will be reconciled as part of the final Pay Application.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops at the rates defined in in the Construction Manager's Proposal in response to the RFP issued August 2, 2024, not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, and subject to the following requirements:

- .1 The Construction Manager shall furnish to the Owner and Architect satisfactory evidence that he or she has acquired title to such material, that it meets contract requirements, and that it will be utilized on the Work covered by this Agreement;
- .2 The Construction Manager shall furnish to the Owner and Architect an itemized list of the stored materials; and
- .3 The Construction Manager shall furnish to the Owner and Architect a certificate of insurance, naming the Owner as the insured party, specifically for the stored materials at the storage location.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. The Construction Manager is responsible for verifying the extent to which the Owner's governmental status exempts the Construction Manager and subcontractors from sales, consumer and/or use taxes for materials purchased for this Project, and the Construction Manager shall direct the bidders accordingly.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twenty-fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, lien waivers meeting the requirements of AIA Document A201-2017, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 the Construction Manager has provided all closeout items required in AIA Document A201-2017; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into

account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8.0% per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal

assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement. Compensation for time of suspension is defined in the Construction Manager's proposal in response to the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024. No other costs, fees, or penalties shall be passed on to the owner to compensate Contractor for this time.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

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

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Two Million Dollars (\$2,000,000.00) each accident, Two Million Dollars (\$2,000,000.00) each employee, and Two Million Dollars (\$2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

1. Small Tools, Consumables and FCI Rental Rates - FCI will provide to the project a full stock of most commonly used small tools (tools worth less than \$1,000; drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the project but should one need replaced, it will be a direct cost to the project. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the project. FCI specialty tools and tools over \$1000 in value will be rented out to the project at a rate at least five percent (5%) less than any available rental source (see attached FCI Constructors, Inc. Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. FCI tool rental is subject to Owner audit at any time. This Agreement entered into as of the day and year first written above.

2. NOT USED

3. The Contractor reserves the right to reject changes in the work which would require the Contractor to include responsibilities not customarily performed or managed by the Contractor or to reject the assignment by the Owner of any subcontractor to this agreement based on the Contractor's reasonable assessment of the Subcontractor's qualifications.

4. The Construction Manager agrees to provide submittals consisting of samples, colors, product specifications and details; the Construction Manager is not responsible to provide architectural or engineering design details not indicated in the contract

documents except to demonstrate compliance with current design or to support the design professionals in resolving details. 5. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. The Contractor agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The Contractor will not be responsible for any delays caused by the owner or his agents nor by the approving authorities or public utility companies. The completion date of the work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. These dates should be included in the contract time.

6. The Contractor agrees to aid the owner in evaluating various options for the treatment of potential soils movement. The Contractor acknowledges that the Owner will provide a soils investigation report; however, due to its numerous options in how to reduce soil movement, the Contractor will follow the design shown in the construction drawings and specifications. The Contractor will not be responsible for any damage due to expansive soils unless the work is not performed in accordance with the contract documents.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

- | Document | Title | Date | Pages |
|----------|---|------|-------|
| .7 | Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) | | |

1. PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024
2. Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

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

OWNER *(Signature)*

Jason Leslie, Deputy Town Manager - Town of
Frederick

(Printed name and title)


CONSTRUCTION MANAGER *(Signature)*

Bryan Hemeyer, Vice President

(Printed name and title)

Init.

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Additions and Deletions Report for AIA® Document A133® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:55 MT on 12/19/2024.

PAGE 1

AGREEMENT made as of the 26th day of November in the year 2024

...

Town of Frederick Colorado
401 Locust Street
Frederick, CO 80530

...

FCI Constructors Inc
4015 Coriolis Way
Frederick, CO 80504

...

Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

...

RB+B Architects Inc
315 East Mountain Avenue, Suite 100
Fort Collins, CO 80524

PAGE 2

Frederick Public Works Schematic Design Package (Abridged) dated July 18, 2024

...

Project is defined in the Frederick Public Works Schematic Design Package (Abridged) dated July 18, 2024. Project is located at 7400 Eagle Blvd. on a +/-10-acre site. It is programmed for the anticipated growth of the Public Works Department for the next 50+ years and is planned to include 70,000+ SF of interior space at full build-out. Project includes shops and storage space for Facilities, Streets & Stormwater, and Water divisions of Public Works. It will also house the Engineering department and will include space for future growth in all departments. The facility will temporarily house the Parks and Open Space Department until an independent facility is constructed.

PAGE 3

\$38,000,000 (Thirty-eight Million Dollars and Zero Cents).

...

100% Design Development: November 2024:
100% Construction Documents and Permit Application: February 2025

...

March/April 2025

...

TBD

...

Per Land Lease Agreement between the Town of Frederick and Agilent, the Town of Frederick will be fully operational out of the new Public Works facility one (1) year after Agilent vacates the West Half of the Property; exact date TBD.

...

Access to the "West half" of the property (as identified and noted in RFP Attachment G "Frederick PW Land Lease Diagram Addendum Exhibit G.r1") will be based upon substantial completion of the construction project owned by Agilent Technologies, Inc.: 7051 Eagle Blvd. Frederick, CO 80504. Further information to be identified in the forthcoming Exhibit A – Guaranteed Maximum Price Amendment.

...

None

...

Alan Isaac, Facilities Manager
Town of Frederick
(720) 382-5808
aisaac@frederickco.gov
PAGE 4

Jeannie Mabey, LEED AP, Administrator
Dunakilly Management Group
jmabey@dunakilly.com

...

Kumar

...

Martin and Martin for Survey Work

...

Commissioning Agent not yet selected;
Materials Testing & Inspection not yet selected.

...

Rebecca Spears, AIA, LEED AP

RB+B Architects, Inc.
315 E Mountain Ave, Suite 100
Fort Collins, CO 80524
(970) 488-3854
rspears@rbbarchitects.com

...

Tom Boucha
FCI Constructors, Inc.
4015 Coriolis Way
Frederick, CO 80504
(970) 535-4725
tboucha@fciol.com

...

As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024
PAGE 5

As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

...

Reference PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024
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§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. ~~The Construction Manager shall attend design meetings and consultant coordination meetings as scheduled and conducted by the Architect.~~

...

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, detailed preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved ~~Project~~ project budget, and make recommendations for corrective action.

~~**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~

§3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.6.4 If the Owner's approved independent estimate of the Cost of the Work is exceeded by more than five percent (5%) by the Construction Manager's cost estimate at any given point in time, the Construction Manager shall meet with the Owner, the Owner's independent cost estimator, and the Architect to investigate areas of variance and reconcile the value of the Construction Manager's estimate. If the Construction Manager's estimate continues to exceed the Owner's approved estimate by more than the above-established percentages following this exercise, the Owner shall

- .1 give written approval that the Construction Manager's cost estimate is within the Owner's budget;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 3.1.6.5 If the Construction Manager's estimate of the Cost of the Work at any milestone identified in Section 3.1.6.6 exceeds Construction Manager's previously submitted and Owner-approved estimate of the Cost of the Work, the Owner shall

- .1 give written approval that the Construction Manager's cost estimate is within the Owner's budget;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 3.1.6.6 Prior to the establishment of the Guaranteed Maximum Price, the Construction Manager shall provide detailed estimates of the Cost of the Work at the following intervals, at minimum:

- .1 50% Design Development

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As identified in the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the 100% Design Documents, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024 and described in Section 6.1.2. If significant changes are required after the 50% Design Development milestone to meet the Owner's construction budget, or if insufficient design information is provided, and mutually agreeable, the Owner and Construction Manager may opt to move the Guaranteed Maximum Price proposal deliverable to the 50% Construction Documents milestone.

...

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work-Work, organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee; Fee as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; based, with a detailed, critical path method of schedule defining milestones, activities and sequencing for each phase and trade required in the project; and

...

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency, if any, shall not exceed the value or percentage as identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024, or as negotiated otherwise with the Owner prior to execution of this Agreement.

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§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Construction Manager is responsible for verifying the extent that the Owner's tax-exempt status exempts the Construction Manager and subcontractors from sales, consumer and/or use taxes for materials purchased for this Project, and the construction Manager shall direct the bidders accordingly.

§ 3.2.10 If the actual Cost of the Work plus the Construction Manager's Fee is less than the Guaranteed Maximum Price, as adjusted as provided herein, such difference (the "savings") shall accrue eighty percent (80%) to the Owner and twenty percent (20%) to the Construction Manager and will be reconciled in the final Pay Application.

§ 3.2.11 Alternates, if any, will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit."

§ 3.2.12 Allowances, if any will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit."

§ 3.2.13 Unit prices, if any, will be determined prior to the establishment of the Guaranteed Maximum Price and shall be included within the Construction Manager's "GMP Exhibit.". Unit prices are considered to be inclusive of all overhead costs, taxes, fees, and profit, and no mark-ups to these prices will be permitted.

...

§ 3.3.2.1 The Construction Manager shall schedule and conduct weekly meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

PAGE 10

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner including an updated critical path method project schedule reflecting the actual construction progress, any changes in work approved, and changes in sequencing or manpower required to maintain the required completion milestones per phase of work. Quarterly billing projections will also be provided upon request by the Owner.

PAGE 11

Seventy-six Thousand Dollars and Zero cents. (\$76,000.00)

...

As identified in the Construction Manager's Proposal in response to the RFP issued August 2, 2024

PAGE 12

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—) nine (9)~~ months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid (~~—~~) Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%—8.0%~~ per annum

...

Construction Manager's Fee of Two and one-quarter percent (2.25%) shall be applied to the Guaranteed Maximum Price (GMP) and converted to a lump sum at the time of execution of the A133 Exhibit A - Guaranteed Maximum Price Amendment

§ 6.1.2.1 General Conditions as defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"):

Two Million One Hundred Forty-three Thousand Five Hundred Ninety-six Dollars and Zero Cents (\$2,143,596.00)

...

Per the terms identified in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP")

...

Per the terms identified in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP")

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (—%)~~ ninety-five percent (95%) of the standard rental rate paid at the place of the ~~Project~~ Project and be billed at the fixed rates as provided in Construction Manager's Proposal dated August 30, 2024, Page 9, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP").

...

Liquidated damages will accrue at the rate of \$1200/day if beneficial occupancy (i.e. use of all facilities for their intended purpose) is not achieved within 335 calendar days after access to the West half of the property is granted. Owner agrees to provide Construction Manager 60 days (or more) notice prior start date of the work on the West Half of the property. Liquidated damages will be capped at 30% of the Construction Manager's Fee.

PAGE 13

If the actual Cost of the Work plus the Construction Manager's Fee at the end of the project is less than the Guaranteed Maximum Price, as adjusted as provided herein, such difference (the "savings") shall accrue eighty percent (80%) to the Owner and twenty percent (20%) to the Construction Manager. Cost savings will be reconciled as part of the final Pay Application.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops~~ workshops at the rates defined in in the Construction Manager's Proposal in response to the RFP issued August 2, 2024, not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work at the rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3. The rates defined in the Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), not specifically included in subcontractor, supplier, and vendor proposals. Said rates are considered to include all costs identified in Section 7.2 and establish the hourly amount the Contractor will bill and the Owner will pay for the Work to be performed by the Contractor's own forces for this project.

PAGE 15

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval, and subject to the following requirements:

- .1 The Construction Manager shall furnish to the Owner and Architect satisfactory evidence that he or she has acquired title to such material, that it meets contract requirements, and that it will be utilized on the Work covered by this Agreement;
- .2 The Construction Manager shall furnish to the Owner and Architect an itemized list of the stored materials;

and

- .3 The Construction Manager shall furnish to the Owner and Architect a certificate of insurance, naming the Owner as the insured party, specifically for the stored materials at the storage location.

...

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable. The Construction Manager is responsible for verifying the extent to which the Owner's governmental status exempts the Construction Manager and subcontractors from sales, consumer and/or use taxes for materials purchased for this Project, and the Construction Manager shall direct the bidders accordingly.

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twenty-fifth day

of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (~~—Thirty (30)~~ days after the Architect receives the Application for Payment.

...

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, lien waivers meeting the requirements of AIA Document A201-2017, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

PAGE 19

5%

PAGE 20

- .3 the Construction Manager has provided all closeout items required in AIA Document A201-2017; and
.4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

PAGE 21

%—8.0% per annum

...

☒ Arbitration pursuant to Article 15 of AIA Document A201-2017

...

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' days written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' days written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

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The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement. Compensation for time of suspension is defined in the Construction Manager's proposal in response to the PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024. No other costs, fees, or penalties shall be passed on to the owner to compensate Contractor for this time.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (~~\$—~~) One Million Dollars (\$1,000,000.00) for each occurrence and (~~\$—~~) Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

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

PAGE 24

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~(\$—)~~ each accident, ~~(\$—) each employee, and (\$—) Two Million Dollars (\$2,000,000.00) each accident, Two Million Dollars (\$2,000,000.00) each employee, and Two Million Dollars (\$2,000,000.00) policy limit.~~

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~(\$—) per claim and (\$—) One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate.~~

...

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

...

1. **Small Tools, Consumables and FCI Rental Rates** - FCI will provide to the project a full stock of most commonly used small tools (tools worth less than \$1,000: drills, saws, screw guns, brooms, wheel barrows, shovels, etc.). These tools will be furnished at no cost to the project but should one need replaced, it will be a direct cost to the project. Consumables such as drill bits, saw blades, powder actuated loads, winter fuel fittings and hose, oxygen, acetylene, etc. will be a direct cost to the project. FCI specialty tools and tools over \$1000 in value will be rented out to the project at a rate at least five percent (5%) less than any available rental source (see attached FCI Constructors, Inc. Standardized Rental Rates). Tool rent is only to be charged for the time the tool is in use and reasonably required on the job site. FCI tool rental is subject to Owner audit at any time. This Agreement entered into as of the day and year first written above.

2. **NOT USED**

3. The Contractor reserves the right to reject changes in the work which would require the Contractor to include responsibilities not customarily performed or managed by the Contractor or to reject the assignment by the Owner of any subcontractor to this agreement based on the Contractor's reasonable assessment of the Subcontractor's qualifications.

4. The Construction Manager agrees to provide submittals consisting of samples, colors, product specifications and details; the Construction Manager is not responsible to provide architectural or engineering design details not indicated in the contract documents except to demonstrate compliance with current design or to support the design professionals in resolving details.

5. The Owner agrees to be responsible for applying for utility installations and for clarifying and modifying the Construction Documents as required by all approving authorities. The Contractor agrees to aid the Owner in coordinating with the public utility companies for the timely installation of all utility installations. The Contractor will not be responsible for any delays caused by the owner or his agents nor by the approving authorities or public utility companies. The completion date of the work is subject to release of all permits and the installation of all public utilities so as not to delay the progress of construction. These dates should be included in the contract time.

6. The Contractor agrees to aid the owner in evaluating various options for the treatment of potential soils movement. The Contractor acknowledges that the Owner will provide a soils investigation report; however, due to its numerous options in how to reduce soil movement, the Contractor will follow the design shown in the construction drawings and specifications. The Contractor will not be responsible for any damage due to expansive soils unless the work is not performed in accordance with the contract documents.

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1. PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

2. Construction Manager's Proposal dated August 30, 2024, in response to PROPOSAL REQUEST Construction Manager / General Contractor for Town of Frederick Public Works Facility ("RFP"), issued August 2, 2024

PAGE 26

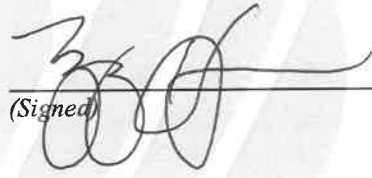
Jason Leslie, Deputy Town Manager - Town of
Frederick

Bryan Hemeyer, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bryan Hemeyer, Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:55 MT on 12/19/2024 under Order No. 2114509383 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

VICE PRESIDENT
(Title)

12-19-2024
(Dated)



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 27th day of November in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of November in the year 2024 (the “Agreement”)
(In words, indicate day, month, and year.)

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

Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

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

Town of Frederick Colorado
401 Locust Street
Frederick, CO 80530

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

FCI Constructors Inc
4015 Coriolis Way
Frederick, CO 80504

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for Bid Package #1 – Early Procurement. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price for the limited scope of work represented in Bid Package #1 is an amount that the Contract Sum shall not exceed for this Bid Package scope of work. The forthcoming Bid packages, for the remaining scopes of work, will be executed via future Exhibit A Amendments. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(3B9ADA52)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Two Hundred Fifty-three Thousand Five Hundred Eighty-four Dollars and Zero Cents (\$11,253,584.00.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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

(Provide itemized statement below or reference an attachment.)

See Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

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

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

§ A.1.1.5 Alternates

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

Item	Price
N/A	

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

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

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

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

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

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

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

To be determined in the forthcoming Exhibit A – Final GMP Amendment for the remaining scopes of work, bid from the 50% Construction Documents.

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

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

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: TBD in forthcoming Exhibit A Final GMP Amendment

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:
See Attachment #3 – Enumeration of Documents – Bid Package #1

Document	Title	Date	Pages
----------	-------	------	-------

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

See Attachment #3 – Enumeration of Documents – Bid Package #1

Section	Title	Date	Pages
---------	-------	------	-------

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

See Attachment #3 – Enumeration of Documents – Bid Package #1

Number	Title	Date
--------	-------	------

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

Title	Date	Pages
N/A		

Other identifying information:

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

Item	Price
Building Permit (No Plan Check Fee, No Use Tax)	\$57,163.00
Detention Pond Venting	\$60,000.00
Dewatering	\$150,000.00
Import/Export of Soils	\$100,000.00

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

See Attachment #2 – Clarifications and Assumptions – Bid Package #1

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

N/A

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

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

N/A

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

OWNER (Signature)

Tracie Crites, Mayor of Town of Frederick
(Printed name and title)

Bryan Hemeyer

Digitally signed by Bryan Hemeyer
DN: C=US, E=bhemeyer@fciol.com,
O="FCI Constructors, Inc.", CN=Bryan
Hemeyer
Date: 2025.01.17 16:05:50-07'00'

CONSTRUCTION MANAGER (Signature)

Bryan Hemeyer, Vice President
(Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:59:04 MT on 01/17/2025.

PAGE 1

This Amendment dated the 27th day of November in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 26th day of November in the year 2024 (the “Agreement”)

...

Town of Frederick Public Works
7400 Eagle Blvd
Frederick, CO 80504

...

Town of Frederick Colorado
401 Locust Street
Frederick, CO 80530

...

FCI Constructors Inc
4015 Coriolis Way
Frederick, CO 80504

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. Price for Bid Package #1 – Early Procurement. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price for the limited scope of work represented in Bid Package #1 is an amount that the Contract Sum shall not ~~exceed~~ exceed for this Bid Package scope of work. The forthcoming Bid packages, for the remaining scopes of work, will be executed via future Exhibit A Amendments. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to ~~exceed~~ (\$exceed Eleven Million Two Hundred Fifty-three Thousand Five Hundred Eighty-four Dollars and Zero Cents (\$11,253,584.00.00)), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

...

N/A

...

N/A

...

N/A

...

[X] Established as follows:

...

To be determined in the forthcoming Exhibit A – Final GMP Amendment for the remaining scopes of work, bid from the 50% Construction Documents.

PAGE 3

[X] By the following date: TBD in forthcoming Exhibit A Final GMP Amendment

...

N/A

...

See Attachment #3 – Enumeration of Documents – Bid Package #1

...

See Attachment #3 – Enumeration of Documents – Bid Package #1

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See Attachment #3 – Enumeration of Documents – Bid Package #1

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N/A

PAGE 4

<u>Building Permit (No Plan Check Fee, No Use Tax)</u>	<u>\$57,163.00</u>
<u>Detention Pond Venting</u>	<u>\$60,000.00</u>
<u>Dewatering</u>	<u>\$150,000.00</u>
<u>Import/Export of Soils</u>	<u>\$100,000.00</u>

...

See Attachment #2 – Clarifications and Assumptions – Bid Package #1

...

N/A

...

N/A

...

Tracie Crites, Mayor of Town of Frederick

Bryan Hemeyer, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bryan Hemeyer, Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:59:04 MT on 01/17/2025 under Order No. 2114509383 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

Bryan Hemeyer

Digitally signed by Bryan Hemeyer
DN: C=US,
E=bhemeyer@fciol.com, O="FCI
Constructors, Inc.", CN=Bryan
Hemeyer
Date: 2025.01.17 16:06:09-07'00'

(Signed)

Vice President

(Title)

1-17-2025

(Dated)

Frederick Public Work

BID PACKAGE #1

Project Location: 7400 Eagle Blvd
 Estimate Type: Design Development
 Project Duration: 19 Months
 Project SF: 86,526
 Estimator: B Janssen

Revision:
 Due Date:

AREA SF
86,526
 01/14/25

Description			Bid Pkg 1
Division 01	GENERAL REQUIREMENTS		\$ 233,278
Division 02	EXISTING CONDITIONS		\$ -
Division 03	CONCRETE		\$ -
Division 04	MASONRY		\$ -
Division 05	METALS		\$ -
Division 06	WOOD & PLASTIC		\$ -
Division 07	THERMAL & MOISTURE PROTECTION		\$ -
Division 08	DOORS & WINDOWS		\$ -
Division 09	FINISHES		\$ -
Division 10	SPECIALTIES		\$ -
Division 11	EQUIPMENT		\$ -
Division 12	FURNISHINGS		\$ -
Division 13	SPECIAL SYSTEMS (PEMB)		\$ 3,264,126
Division 14	CONVEYING SYSTEMS		\$ -
Division 21	FIRE SUPPRESSION		\$ -
Division 22	PLUMBING		\$ -
Division 23	HVAC		\$ -
Division 26	ELECTRICAL		\$ 3,214,158
Division 27	COMMUNICATIONS		\$ -
Division 28	ELECTRONIC SAFETY & SECURITY		\$ -
Division 31	EARTHWORK		\$ 1,824,540
Division 32	EXTERIOR IMPROVEMENTS		\$ -
Division 33	UTILITIES		\$ 1,441,094
BUILDING PERMIT BUT NO PLAN CHECK FEE	BY FCI	\$	57,163
USE TAX	0.00%	\$	-
BID CONTINGENCY	1.00%	\$	99,754
ESCALATION CONTINGENCY	1.50%	\$	149,631
CONTRACTOR'S CONTINGENCY	3.00%	\$	299,262
SUBCONTRACTOR DEFAULT INSURANCE	BY FCI	\$	151,178
GENERAL LIABILITY INSURANCE	BY FCI	\$	111,984
BUILDER'S RISK INSURANCE	BY FCI	\$	23,405
PERFORMANCE AND PAYMENT BOND	BY FCI	\$	61,591
PRECONSTRUCTION FEE	LUMP SUM	\$	76,000
FCI OVERHEAD AND FEE	2.25%	\$	246,420
ESTIMATE TOTAL:			\$ 11,253,584

Project Name: Frederick Public Work

Division 01 GENERAL REQUIREMENTS**GENERAL CONDITIONS**

BID PACK 1

3 MONTHS

77,759.50

233,279

\$2.70

TOTAL GENERAL CONDITIONS

\$233,279

Total Division 01 GENERAL REQUIREMENTS

\$233,279

Division 02 EXISTING CONDITIONS**SURVEYING**

TOTAL SURVEYING

\$0

\$0.00

Total Division 02 EXISTING CONDITIONS

\$0

Division 03 CONCRETE**FOUNDATIONS**

TOTAL FOUNDATIONS

\$0

\$0.00

TILT UP CONCRETE

TOTAL TILT UP CONCRETE

\$0

\$0.00

ARCHITECTURAL PRECAST

TOTAL ARCHITECTURAL PRECAST

\$0

\$0.00

INTERIOR FLATWORK

TOTAL INTERIOR FLATWORK

\$0

\$0.00

CONCRETE MATERIALS

TOTAL CONCRETE MATERIALS

\$0

\$0.00

REINFORCING MATERIALS

TOTAL REINFORCING MATERIALS

\$0

\$0.00

CONCRETE MISCELLANEOUS

TOTAL CONCRETE MISCELLANEOUS

\$0

\$0.00

Total Division 03 CONCRETE

\$0

Division 04 MASONRY**UNIT MASONRY**

TOTAL UNIT MASONRY

\$0

\$0.00

MASONRY MISCELLANEOUS

TOTAL MASONRY MISCELLANEOUS

\$0

\$0.00

Total Division 04 MASONRY

\$0

Division 05 METALS**STRUCTURAL STEEL**

TOTAL STRUCTURAL STEEL

\$0

\$0.00

STEEL FABRICATIONS

TOTAL STEEL FABRICATIONS

\$0

\$0.00

Total Division 05 METALS

\$0

Division 06 WOOD & PLASTIC**ROUGH CARPENTRY AND FRAMING**

TOTAL ROUGH CARPENTRY AND FRAMING

\$0

\$0.00

ARCHITECTURAL MILLWORK

TOTAL ARCHITECTURAL MILLWORK

\$0

\$0.00

Total Division 06 WOOD & PLASTIC

\$0

Division 07 THERMAL & MOISTURE PROTECTION**DAMPPROOFING AND WATERPROOFING**

TOTAL DAMPPROOFING AND WATERPROOFING

\$0

\$0.00

THERMAL AND SOUND INSULATION

TOTAL THERMAL AND SOUND INSULATION

\$0

\$0.00

FIRE STOPPING

TOTAL FIRE STOPPING

\$0

\$0.00

SIDING

TOTAL SIDING

\$0

\$0.00

METAL ROOFING & WALL PANELS

TOTAL METAL ROOFING & WALL PANELS

\$0

\$0.00

MEMBRANE ROOFING

TOTAL MEMBRANE ROOFING

\$0

\$0.00

ROOF ACCESSORIES

TOTAL ROOF ACCESSORIES

\$0

\$0.00

EXPANSION CONTROL

TOTAL EXPANSION CONTROL

\$0

\$0.00

JOINT SEALANTS

TOTAL JOINT SEALANTS

\$0

\$0.00

Total Division 07 THERMAL & MOISTURE PROTECTION

\$0

Division 08 DOORS & WINDOWS**HOLLOW METAL DOORS & FRAMES**

TOTAL HOLLOW METAL DOORS & FRAMES

\$0

\$0.00

DOOR/FRAME/HARDWARE INSTALLATION

TOTAL DOOR/FRAME/HARDWARE INSTALLATION

\$0

\$0.00

ACCESS DOORS

TOTAL ACCESS DOORS

\$0

\$0.00

OVERHEAD DOORS

TOTAL OVERHEAD DOORS

\$0

\$0.00

SKYLIGHTS / TRANSLUCENT SYSTEMS

TOTAL SKYLIGHTS / TRANSLUCENT SYSTEMS

\$0

\$0.00

ALUMINUM STOREFRONT, GLAZING AND WINDOWS

TOTAL ALUMINUM STOREFRONT, GLAZING AND WINDOWS

\$0

\$0.00

Total Division 08 DOORS & WINDOWS

\$0

Division 09 FINISHES**DRYWALL**

TOTAL DRYWALL

\$0

\$0.00

FLOORING

TOTAL FLOORING

\$0

\$0.00

SEALED CONCRETE

Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

Project Name: Frederick Public Work				
TOTAL SEALED CONCRETE			\$0	\$0.00
POLISHED CONCRETE				
TOTAL POLISHED CONCRETE			\$0	\$0.00
ACOUSTICAL CEILINGS				
TOTAL ACOUSTICAL CEILINGS			\$0	\$0.00
STUCCO				
TOTAL STUCCO			\$0	\$0.00
PAINTING				
TOTAL PAINTING			\$0	\$0.00
FINISHES MISCELLANEOUS				
TOTAL FINISHES MISCELLANEOUS			\$0	\$0.00
Total Division 09 FINISHES			\$0	
Division 10 SPECIALTIES				
TOILET PARTITIONS AND ACCESSORIES				
TOTAL TOILET PARTITIONS AND ACCESSORIES			\$0	\$0.00
SIGNAGE				
TOTAL SIGNAGE			\$0	\$0.00
VISUAL DISPLAY				
TOTAL VISUAL DISPLAY			\$0	\$0.00
INTERIOR FENCE				
TOTAL INTERIOR FENCE			\$0	\$0.00
FIRE EXTINGUISHERS AND CABINETS				
TOTAL FIRE EXTINGUISHERS AND CABINETS			\$0	\$0.00
OPERABLE PARTITION				
TOTAL OPERABLE PARTITION			\$0	\$0.00
WALL PROTECTION				
TOTAL WALL PROTECTION			\$0	\$0.00
Total Division 10 SPECIALTIES			\$0	
Division 11 EQUIPMENT				
OFFICEEQUIPMENT				
TOTAL OFFICEEQUIPMENT			\$0	\$0.00
FITNESS EQUIPMENT				
TOTAL FITNESS EQUIPMENT			\$0	\$0.00
RESIDENTIAL APPLIANCES				
TOTAL RESIDENTIAL APPLIANCES			\$0	\$0.00
OIL / LUBE & SHOP EQUIPMENT				
TOTAL OIL / LUBE & SHOP EQUIPMENT			\$0	\$0.00
Total Division 11 EQUIPMENT			\$0	
Division 12 FURNISHINGS				
WINDOW TREATMENTS				
TOTAL WINDOW TREATMENTS			\$0	\$0.00
FLOOR MATS				
TOTAL FLOOR MATS			\$0	\$0.00
Total Division 12 FURNISHINGS			\$0	
Division 13 SPECIAL CONSTRUCTION				
SPECIAL CONSTRUCTION				
BUILDING A		0.00	0	\$0.00
METAL ROOF PANELS	IN DIV 7	0.00	0	\$0.00
METAL WALL PANELS	IN DIV 7	0.00	0	\$0.00
BUILDING B	1 LSUM	1,206,000.00	1,206,000	\$13.94
STRUCTURE (WASHBAY GALVANIZED)	INCLUDED	0.00	0	\$0.00
INSULATION	INCLUDED	0.00	0	\$0.00
STRUCTURE - MEZZANIE (STAIRS IN DIV. 5)	INCLUDED	0.00	0	\$0.00
CRANE RAIL STEEL	INCLUDED	0.00	0	\$0.00
R-3 ROOF PANELS	INCLUDED	0.00	0	\$0.00
R-4 ROOF PANELS	INCLUDED	0.00	0	\$0.00
FLASHING , GUTTERS & DOWNSPOUTS	19,470 SQFT	3.68	71,650	\$0.83
MWP-2	INCLUDED	0.00	0	\$0.00
MWP-3	INCLUDED	0.00	0	\$0.00
MWP-4	INCLUDED	0.00	0	\$0.00
MWP-2 SOFFIT	INCLUDED	0.00	0	\$0.00
SNOW GUARDS	INCLUDED	0.00	0	\$0.00
INTERIOR WASHBAY PANEL - INCLUDING CEILING	5,513 SQFT	15.60	86,003	\$0.99
PEMB COORDINATION	80 MHRS	97.86	7,829	\$0.09
BUILDING C	1 LSUM	1,024,000.00	1,024,000	\$11.83
STRUCTURE	INCLUDED	0.00	0	\$0.00
INSULATION	INCLUDED	0.00	0	\$0.00
R-3 ROOF PANELS	INCLUDED	0.00	0	\$0.00
FLASHING , GUTTERS & DOWNSPOUTS	22,667 SQFT	3.68	83,415	\$0.96
MWP-2	INCLUDED	0.00	0	\$0.00
MWP-3	INCLUDED	0.00	0	\$0.00
MWP-2 SOFFIT	INCLUDED	0.00	0	\$0.00
SNOW GUARDS	INCLUDED	0.00	0	\$0.00
PEMB COORDINATION	40 MHRS	97.86	3,914	\$0.05
BUILDINGS D	1 LSUM	140,000.00	140,000	\$1.62
STRUCTURE	INCLUDED	0.00	0	\$0.00
R-3 ROOF PANELS	INCLUDED	0.00	0	\$0.00
FLASHINGS	1,907 SQFT	3.68	7,018	\$0.08
MWP-2 SOFFIT	INCLUDED	0.00	0	\$0.00
PEMB COORDINATION	14 MHRS	97.86	1,370	\$0.02
BUILDING E		0.00	0	\$0.00
STRUCTURE (GALVANIZED)	1 LSUM	223,000.00	223,000	\$2.58
R-3 ROOF PANELS	INCLUDED	0.00	0	\$0.00
FLASHINGS	3,717 SQFT	3.68	13,679	\$0.16
MWP-3	INCLUDED	0.00	0	\$0.00
MWP-2 SOFFIT PANEL	INCLUDED	0.00	0	\$0.00
MWP-2 LINEAR PANEL	INCLUDED	0.00	0	\$0.00
PEMB COORDINATION	10 MHRS	97.86	979	\$0.01
BUILDING F		0.00	0	\$0.00
STRUCTURE	1 LSUM	272,000.00	272,000	\$3.14
R-4 ROOF PANELS	INCLUDED	0.00	0	\$0.00

Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

Project Name: Frederick Public Work					
FLASHING , GUTTERS & DOWNSPOUTS	6,057 SQFT	3.68	22,290	\$0.26	
PEMB COORDINATION	10 MHRS	97.86	979	\$0.01	
PEMB CONTINGENCY	1 LSUM	100,000.00	100,000	\$1.16	
TOTAL SPECIAL CONSTRUCTION			\$3,264,126	\$37.72	
Total Division 13 SPECIAL CONSTRUCTION				\$3,264,126	
Division 14 CONVEYING SYSTEMS					
ELEVATOR					
TOTAL ELEVATOR			\$0	\$0.00	
Total Division 14 CONVEYING SYSTEMS				\$0	
Division 21 FIRE SUPPRESSION					
FIRE SPRINKLER SYSTEM					
Division 26 ELECTRICAL					
ELECTRICAL					
BUILDING A		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	1,552,665.00	1,552,665	\$17.94	
BUILDING B		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	779,055.00	779,055	\$9.00	
BUILDING C		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	266,495.00	266,495	\$3.08	
BUILDINGS D		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	68,695.00	68,695	\$0.79	
BUILDINGS E		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	67,345.00	67,345	\$0.78	
BUILDINGS F		0.00	0	\$0.00	
ELECTRICAL SYSTEMS	1 SUB BUDGET	79,880.00	79,880	\$0.92	
ELECTRICAL SITE - PHASE 1	1 SUB BUDGET	272,575.00	272,575	\$3.15	
ELECTRICAL SITE - PHASE 2	1 SUB BUDGET	82,710.00	82,710	\$0.96	
(3) CAR CHARGING STATIONS	INCLUDED	0.00	0	\$0.00	
ELECTRICAL DISTRIBUTION SYSTEMS	INCLUDED	0.00	0	\$0.00	
SUBPANELS	INCLUDED	0.00	0	\$0.00	
ALUMINUM / COPPER FEEDERS TO SUBPANELS	INCLUDED	0.00	0	\$0.00	
WIRING IN CONDUITS TO OUTLETS AND LIGHT FIXTURES	INCLUDED	0.00	0	\$0.00	
MC CABLE TO OUTLETS AND LIGHT FIXTURES	INCLUDED	0.00	0	\$0.00	
MC CABLE FOR WHIP AT LIGHT FIXTURES	INCLUDED	0.00	0	\$0.00	
GROUNDING	INCLUDED	0.00	0	\$0.00	
3RD PARTY TESTING (BY OWNER) TL 18-26	EXCLUDED	0.00	0	\$0.00	
LIGHT FIXTURES & INSTALL	INCLUDED	0.00	0	\$0.00	
LIGHTING CONTROLS	INCLUDED	0.00	0	\$0.00	
CONNECTIONS TO MECHANICAL EQUIPMENT	INCLUDED	0.00	0	\$0.00	
BACK-UP GENERATOR 500KW	INCLUDED	0.00	0	\$0.00	
BACK-UP GENERATOR 300KW (BUILDING B&C)	INCLUDED	0.00	0	\$0.00	
UPS SYSTEMS	NOT INCLUDED	0.00	0	\$0.00	
LOW VOLTAGE SYSTEM ROUGH INS	INCLUDED	0.00	0	\$0.00	
FIRE ALARM SYSTEMS	INCLUDED	0.00	0	\$0.00	
FIRE ALARM PERMIT FEES	- LSUM	0.00	0	\$0.00	
BORE FIBER / ELEC LINES ACROSS GAS/OIL LINES	2 EACH	20,000.00	40,000	\$0.46	
BIM COORDINATION	50 MHRS	94.75	4,738	\$0.05	
TOTAL ELECTRICAL			\$3,214,158	\$37.15	
Total Division 26 ELECTRICAL				\$3,214,158	
Division 27 COMMUNICATIONS					
COMMUNICATIONS					
TOTAL COMMUNICATIONS			\$0	\$0.00	
Total Division 27 COMMUNICATIONS				\$0	
Division 28 ELECTRONIC SAFETY & SECURITY					
SECURITY SYSTEMS					
TOTAL SECURITY SYSTEMS			\$0	\$0.00	
FIRE DETECTION AND ALARM SYSTEM					
TOTAL FIRE DETECTION AND ALARM SYSTEM			\$0	\$0.00	
Total Division 28 ELECTRONIC SAFETY AND SECURITY				\$0	
Division 31 EARTHWORK					
AGG PIERS					
TOTAL AGG PIERS			\$0	\$0.00	
DRILLED CAISSONS					
TOTAL DRILLED CAISSONS			\$0	\$0.00	
EROSION CONTROL					
PHASE 1	1 LSUM	8,870.00	8,870	\$0.10	
VTC	1 LSUM	1,494.00	1,494	\$0.02	
REFRESH VTC	5 EACH	1,717.00	8,585	\$0.10	
STAGING STABILIZATION	170 CUYD	45.16	7,677	\$0.09	
SILT FENCING	1,542 LNFT	2.47	3,809	\$0.04	
CONCRETE WASHOUT AREA	INCLUDED	0.00	0	\$0.00	
REFRESH CONCRETE WASH OUT PIT	10 EACH	593.20	5,932	\$0.07	
INLET PROTECTION	INCLUDED	0.00	0	\$0.00	
STRAW BALES	12 EACH	16.79	201	\$0.00	
STRAW WATTLES	150 LNFT	5.78	867	\$0.01	
CURB SOCKS	3 EACH	85.00	255	\$0.00	
EROSION CONTROL BLANKET	6,000 SQFT	1.00	6,000	\$0.07	
SKIDSTEER, W/ ATTACHMENTS AND FUEL	1 MONTHS	4,200.00	4,200	\$0.05	
EROSION CONTROL MAINTENANCE	160 MHRS	48.40	7,744	\$0.09	
DUST CONTROL	5 MONTHS	2,149.12	10,746	\$0.12	
SNOW REMOVAL (X EVENTS)	120 MHRS	48.40	5,808	\$0.07	
STORM WATER PERMIT PER YEAR	1 YEAR	419.74	420	\$0.00	
STORM WATER MANAGEMENT PLAN	1 EACH	1,500.00	1,500	\$0.02	
PHASE 2	1 LSUM	6,840.00	6,840	\$0.08	
VTC	1 EACH	1,494.00	1,494	\$0.02	
REFRESH VTC	4 EACH	1,717.00	6,868	\$0.08	
STAGING STABILIZATION	170 CUYD	45.16	7,677	\$0.09	
SILT FENCING	1,304 LNFT	2.47	3,221	\$0.04	
CONCRETE WASHOUT AREA	INCLUDED	0.00	0	\$0.00	
REFRESH CONCRETE WASH OUT PIT	8 EACH	593.20	4,746	\$0.05	
INLET PROTECTION	INCLUDED	0.00	0	\$0.00	

Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

Project Name: Frederick Public Work

STRAW BALES	10	EACH	16.79	168	\$0.00
STRAW WATTLES	120	LNFT	4.51	541	\$0.01
CURB SOCKS	3	EACH	83.95	252	\$0.00
EROSION CONTROL BLANKET	6,000	SQFT	1.00	6,000	\$0.07
SKIDSTEER, W/ ATTACHMENTS AND FUEL	1	MONTHS	4,200.00	4,200	\$0.05
EROSION CONTROL MAINTENANCE	120	MHRS	48.40	5,808	\$0.07
DUST CONTROL	3	MONTHS	2,149.12	6,447	\$0.07
SNOW REMOVAL (5 EVENTS)	80	MHRS	48.40	3,872	\$0.04
STORM WATER PERMIT PER YEAR	1	YEAR	419.74	420	\$0.00
STORM WATER MANAGEMENT PLAN	1	EACH	1,500.00	1,500	\$0.02

TOTAL EROSION CONTROL**\$134,162 \$1.55****SITE DEMOLITION**

SITE DEMOLITION PHASE 1	1	LSUM	39,338.00	39,338	\$0.45
CHAINLINK FENCING -	1,493	LNFT	4.15	6,196	\$0.07
UTILITY DEMO		INCLUDED	0.00	0	\$0.00
SITE DEMOLITION PHASE 2	-		0.00	0	\$0.00
REMOVAL OF CONNEX'S AND TURNER JOB ISTE TRAILERS (BY OTHERS) DWG C-100	-	BY OTHERS	0.00	0	\$0.00
UTILITY DEMO	1	LSUM	125,718.00	125,718	\$1.45
C&G REMOVAL		INCLUDED	0.00	0	\$0.00
ASPHALT PAVING REMOVAL		INCLUDED	0.00	0	\$0.00
CHAINLINK FENCING -	1,696	LNFT	4.15	7,038	\$0.08
LIGHT POLE BASES	-	N/A	0.00	0	\$0.00
GENERAL CLEAN-UP	50	MHRS	48.40	2,420	\$0.03
LAYOUT	8	MHRS	97.86	783	\$0.01
TRAFFIC CONTROL	1	WEEKS	1,092.00	1,092	\$0.01
LOCATE UTILITIES (VAC. TRUCK)	1	LSUM	1,500.00	1,500	\$0.02

TOTAL SITE DEMOLITION**\$184,085 \$2.13****EARTHWORK**

EARTHWORK (PHASE 1)	1	LSUM	470,381.00	470,381	\$5.44
MOBILIZE		INCLUDED	0.00	0	\$0.00
SITE CONTROL	1	LSUM	6,600.00	6,600	\$0.08
CLEAR & GRUB		INCLUDED	0.00	0	\$0.00
OVEREX BUILDING PAD	-		0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
PROCESS ON-SITE STRUCTURAL FILL (pg-12 9/12/24 K+A REPORT)	-		0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
LTP BLANKET - 4' OX OPTION USED		EXCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXCAVATE & BACKFILL FOUNDATIONS	-	INCLUDED	0.00	0	\$0.00
EXPORT / IMPORT - ALLOWANCE	1	ALLOWANCE	100,000.00	100,000	\$1.16
GRADE & BACKFILL CURB & GUTTER	2,381	LNFT	2.52	6,000	\$0.07
FINISH GRADE - SIDEWALKS	9,506	SQFT	0.67	6,369	\$0.07
2' OVER-EXCAVATE @ ASPHALT		INCLUDED	0.00	0	\$0.00
ROUGH GRADE - LANDSCAPE AREAS	1	LSUM	9,600.00	9,600	\$0.11
POND LINER	1	LSUM	68,544.00	68,544	\$0.79
CERTIFICATIONS (POND, GRADING, FOUNDATION ROW)	1	LSUM	9,000.00	9,000	\$0.10
VENTING FOR POND (KEEPS POND LINER FROM FLOATING)	1	ALLOWANCE	30,000.00	30,000	\$0.35
ROBOTIC TOTAL STATION - EARTHWORK / UTILITIES	8	MONTHS	1,012.50	8,100	\$0.09
SITE MAINTENANCE	32	DAYS	387.26	12,392	\$0.14
EARTHWORK (PHASE 2)	1	LSUM	445,579.00	445,579	\$5.15
MOBILIZE		INCLUDED	0.00	0	\$0.00
SITE CONTROL	1	LSUM	7,500.00	7,500	\$0.09
CLEAR & GRUB		INCLUDED	0.00	0	\$0.00
OVEREX BUILDING PAD	-		0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
OVER-EXCAVATE 4'		INCLUDED	0.00	0	\$0.00
OVER-EXCAVATE 4' @ BUNKERS		INCLUDED	0.00	0	\$0.00
PROCESS ON-SITE STRUCTURAL FILL (pg-12 9/12/24 K+A REPORT)			0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
PROCESS ON SITE 4' FILL		INCLUDED	0.00	0	\$0.00
LTP BLANKET - 4' OX OPTION USED		EXCLUDED	0.00	0	\$0.00
LTP BLANKET - 4' OX OPTION USED		EXCLUDED	0.00	0	\$0.00
LTP BLANKET - 4' OX OPTION USED		EXCLUDED	0.00	0	\$0.00
LTP BLANKET - 4' OX OPTION USED		EXCLUDED	0.00	0	\$0.00
IMPORT EXCESS MATERIALS - SEE ALLOWANCE PHASE 1	-		0.00	0	\$0.00
ROUGH GRADE - LANDSCAPE AREAS	1	LSUM	23,660.00	23,660	\$0.27
GRADE & BACKFILL CURB & GUTTER	1,010	LNFT	2.52	2,545	\$0.03
FINISH GRADE - SIDEWALKS	3,000	SQFT	0.67	2,010	\$0.02
2' OVER-EXCAVATE @ ASPHALT	-	INCLUDED	0.00	0	\$0.00
FOUNDATION DRAIN	-	EXCLUDED	0.00	0	\$0.00
SKIDSTEER, W/ ATTACHMENTS AND FUEL	2	MONTHS	4,200.00	8,400	\$0.10
GROUND HEATER AND FUEL	2	MONTHS	11,380.00	22,760	\$0.26
CERTIFICATIONS (POND, GRADING, FOUNDATION ROW)	1	LSUM	9,000.00	9,000	\$0.10
POND LINER (FOR EXISTING POND)	1	LSUM	68,544.00	68,544	\$0.79
VENTING FOR POND (KEEPS POND LINER FROM FLOATING)	1	ALLOWANCE	30,000.00	30,000	\$0.35
SITE MAINTENANCE	24	DAYS	387.26	9,294	\$0.11
DEWATERING	1	ALLOWANCE	150,000.00	150,000	\$1.73

TOTAL EARTHWORK**\$1,506,278 \$17.41**

Total Division 31 EARTHWORK

\$1,824,525**Division 32 EXTERIOR IMPROVEMENTS****ASPHALT PAVING****TOTAL ASPHALT PAVING****\$0 \$0.00****STRIPING AND SITE SIGNAGE****TOTAL STRIPING AND SITE SIGNAGE****\$0 \$0.00**

Attachment #1 - GMP Estimate - Bid Package 1 Early Procurement

Project Name: Frederick Public Work					
SITE CONCRETE					
TOTAL SITE CONCRETE				\$0	\$0.00
MONUMENT SIGN					
TOTAL MONUMENT SIGN				\$0	\$0.00
LANDSCAPING AND IRRIGATION					
TOTAL LANDSCAPING AND IRRIGATION				\$0	\$0.00
FENCES AND GATES					
TOTAL FENCES AND GATES				\$0	\$0.00
RETAINING WALLS					
TOTAL RETAINING WALLS				\$0	\$0.00
FLAG POLE					
TOTAL FLAG POLE				\$0	\$0.00
SITE AMENITIES					
TOTAL SITE AMENITIES				\$0	\$0.00
Total Division 32 EXTERIOR IMPROVEMENTS				\$0	
Division 33 UTILITIES					
WATER SERVICES					
WATERLINE SHOWN ON CARBIDE ST (A SMALL PART OF OFF-SITE WATERLINE)		INC ABOVE	0.00	0	\$0.00
PHASE 1					
8" C900 DR 18	1	LSUM	256,565.00	256,565	\$2.97
6" BUILDING FIRE LINE		INCLUDED	0.00	0	\$0.00
FIRE HYDRANT ASSEMBLY		INCLUDED	0.00	0	\$0.00
2" WATER SERVICE LINE	35	LNFT	150.00	5,250	\$0.06
3/4" WATERLINE TO CHEM STORAGE		INCLUDED	0.00	0	\$0.00
UTILITY CROSSING (PHASE 1 / 2 LINE)	2	WEEKS	13,147.33	26,295	\$0.30
EXTRA HYDRO EXCAVATE AT UTILITY CROSSING	1	LSUM	150,000.00	150,000	\$1.73
UTILITIES 3-4 CROSSINGS	-	INCLUDED	0.00	0	\$0.00
TRAFFIC CONTROL	2	WEEKS	1,399.12	2,798	\$0.03
UTILITY MOBILIZATION	1	LSUM	5,000.00	5,000	\$0.06
LOCATE UTILITIES	1	LSUM	18,480.00	18,480	\$0.21
CUT AND PATCH (APPROX. PLACE HOLDERS)			0.00	0	\$0.00
SAWCUT CONCRETE	150	LNFT	4.00	600	\$0.01
SAWCUT CURB	8	EACH	70.00	560	\$0.01
SAWCUT ASPHALT		INCLUDED	0.00	0	\$0.00
DEMO. CONCRETE	300	SQFT	2.00	600	\$0.01
DEMO CURB	40	LNFT	7.00	280	\$0.00
DEMO ASPHALT		INCLUDED	0.00	0	\$0.00
PATCH CONCRETE	300	SQFT	8.00	2,400	\$0.03
PATCH CURB	40	LNFT	30.00	1,200	\$0.01
TEMP WATER METERS / USE	1	LSUM	17,500.00	17,500	\$0.20
BIM COORDINATION	-	EXCLUDED	0.00	0	\$0.00
PHASE 2					
8" C900 DR 18	1	LSUM	116,267.00	116,267	\$1.34
6" BUILDING FIRE LINE		INCLUDED	0.00	0	\$0.00
FIRE HYDRANT ASSEMBLY		INCLUDED	0.00	0	\$0.00
1-1/2" WATER SERVICE LINE		INCLUDED	0.00	0	\$0.00
1" WATER SERVICE LINE	97	LNFT	140.00	13,580	\$0.16
LOCATE UTILITIES	1	LSUM	10,740.00	10,740	\$0.12
TEMP WATER METERS / USE	1	LSUM	17,500.00	17,500	\$0.20
CONCRETE BARRIERS	1	LSUM	22,050.00	22,050	\$0.25
TRAFFIC CONTROL	1	WEEKS	1,848.00	1,848	\$0.02
TOTAL WATER SERVICES				\$669,513	\$7.74
SANITARY SEWER SERVICES					
PHASE 1					
4" SDR 35 PVC SERVICE	1	LSUM	312,428.00	312,428	\$3.61
8" SDR 35 PVC MAIN	70	LNFT	105.00	7,350	\$0.08
CLEANOUTS - 2-WAY		INCLUDED	0.00	0	\$0.00
CLEANOUTS - IN-LINE		INCLUDED	0.00	0	\$0.00
SAND OIL INTERCEPTOR		INCLUDED	0.00	0	\$0.00
PIPE BEDDING		INCLUDED	0.00	0	\$0.00
TRAFFIC CONTROL	2	WEEKS	2,100.00	4,200	\$0.05
LOCATE UTILITIES	1	LSUM	2,500.00	2,500	\$0.03
DEMO ASPHALT (PARKING LOT ACCESS TO SEWER LINE)	1	LSUM	6,720.00	6,720	\$0.08
PATCH ASPHALT WITH ROAD BASE (IN PHASE 2 AREA)	1	LSUM	4,365.00	4,365	\$0.05
PHASE 2					
4" SDR 35 PVC SERVICE	60	LNFT	105.00	6,300	\$0.07
8" SDR 35 PVC MAIN		INC ABOVE	0.00	0	\$0.00
SAND OIL INTERCEPTOR		INCLUDED	0.00	0	\$0.00
TOTAL SANITARY SEWER SERVICES				\$343,863	\$3.97
STORM SEWER SERVICES					
PHASE 1 STORM SEWER					
RCP STORM	1	LSUM	297,353.00	297,353	\$3.44
30" FES		INCLUDED	0.00	0	\$0.00
8" PVC STORM		INCLUDED	0.00	0	\$0.00
CLEANOUTS		INCLUDED	0.00	0	\$0.00
MANHOLES		INCLUDED	0.00	0	\$0.00
EXCAVATION AND BACKFILL	-	INCLUDED	0.00	0	\$0.00
PERIMETER DRAIN	-	IN EARTHWORK	0.00	0	\$0.00
TEMP BARRIER AT STORM TIE-IN (PHASE 2 AREA THAT'S PHASE 1 WORK)	1	LSUM	2,053.00	2,053	\$0.02
TRENCH DRAINS	100	LNFT	35.00	3,500	\$0.04
TIE INTO EXISTING INLET OR MANHOLE		INCLUDED	0.00	0	\$0.00
FOREBAY		INCLUDED	0.00	0	\$0.00
RIGHT OF WAY PERMITS	-	INCLUDED	0.00	0	\$0.00
PHASE 2 STORM SEWER					
RCP STORM	1	LSUM	123,312.00	123,312	\$1.43
30" FES	-	INCLUDED	0.00	0	\$0.00
8" PVC STORM	-	INCLUDED	0.00	0	\$0.00
TRAFFIC CONTROL	1	WEEKS	1,500.00	1,500	\$0.02
TOTAL STORM SEWER SERVICES				\$427,718	\$4.94
Total Division 33 UTILITIES				\$1,441,094	

Subtotal: \$9,977,182

Clarifications, Qualifications & Assumptions

Scope of the Project

- Project Type, size, components
 - 86,526 SqFt New Construction
 - Site work on 10 Acres
- The Construction Manager's general conditions and general requirements for a period of nineteen (19) months, and is based on a May, 2025 start date
- Project to be conducted during normal working hours
- Alternates – See Separate Document for Project Options

Basis of the 100% DD Drawing Estimate

- This Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled "Frederick Public Works", dated 11/21/24 as prepared by RB+B
 - The Project Specifications entitled "Frederick Public Works", dated 11/21/24 as prepared by RB+B
 - The Geotechnical Investigative Report entitled, dated 11/05/24 as prepared by Kumar & Associates
 - Old Geotechnical Report (01/31/24) in Updated Specifications.
 - The sizes, quantities and descriptions indicated within the GMP Components Proposal are considered to be part of these clarifications, qualifications and assumptions
 - These clarifications, qualifications and assumptions are intended to supplement the GMP Proposal and the GMP Documents, and are an attempt to inform the Owner and the Architect of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule or schematic
 - We have made a concerted effort to include basis of design products, in some instances we have included alternate products due to availability and cost

General Notes

- This proposal includes 1% Bid, 1.5% Escalation Contingency and 3% Contractor's Contingency
 - Bid / Escalation Contingency shall be used to cover any discrepancies that arise after the GMP is delivered and shall be used at the discretion of the CMGC for estimating inaccuracies, scope gaps, changes in market prices, or other adjustments necessary to cover the costs of the buyout process. Any remaining Bidding / Escalation Contingencies, after subcontractor buyout is completed, is to become a shared owner and construction contingency to be used for any owner-initiated changes, unforeseen conditions or overruns in allowances
 - Contractor Contingency is to be used for any costs which are properly reimbursable as cost of the work, but not the basis for a change order. These may include but not be limited to: costs attributable to errors and omissions by the Construction Manager; costs to correct non-conforming, damaged or defective work; costs generated from the clarification of the contract documents; costs for code changes or upgrades required by governmental agencies which are not otherwise the basis for a change order; costs for overtime and acceleration required to meet contract schedules; and costs including legal fees for contractual disputes with parties other than the owner
- The Owner shall pay for regulatory permits (other than Building Permit)
- Diversity business goals do not apply to this project
- Davis Bacon or other Prevailing wages do not (do) apply to this project

- This GMP Components represents specifically identified construction costs only. Therefore, all other “Owner’s Costs” are not included. The following items are considered “Owner’s Costs”:
 - Owner administrative costs or fees
 - Legal fees or expenses
 - F.F.&E. items (Furniture, Fixtures and Equipment)
 - Artwork or exhibits
 - Owner’s Contingency. FCI recommends the Owner carry Contingencies separate of the Contingencies noted above
 - Architectural/Engineering Design costs
 - Material Testing or Special Inspections
 - Third Party commissioning costs
- Electronic, CAD or BIM “As-Built” are not included. FCI Constructors will maintain “As-Built” drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion
- The GMP Proposal is based on the premise and understanding that FCI Constructors will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances, lump sum General Conditions and Contingency unless approved by the Owner) as determined necessary in the execution of the CM Contract
- It is assumed that the Architect and Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise

ALLOWANCES (Bid Pack #1):

- Building Permit (no Plan Check Fee & no USE TAX) - \$57,163
- Detention Pond Venting (not drawn but discussed during 12/11 mtg) - \$60,000
- Dewatering - \$150,000
- Import / Export - \$100,000

Division 01 – General Requirements

- Building Permit is Included in our costs (Plan Check and USE TAX is Excluded)
- Payment and Performance Bonds are included and will be invoiced as a lump sum amount in the first pay application
- General Liability Insurance is included and will be invoiced as a lump sum amount in the first pay application
- Builder’s Risk Insurance is included and will be invoiced as a lump sum in the first pay application
 - Should a Builder’s Risk claim occur, any deductibles or uncovered costs will be treated as a change order to the Construction Manager’s Contract
- Subcontractor Default Insurance is included as an alternative to Subcontractor Bonds and will be invoiced as a lump sum in the first pay application
- This proposal does not include any tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees. Any of these fees that are applicable to the project will be paid directly by the Owner
- The costs associated with temporary water, sewer, and electrical utilities will be paid for by the Construction Manager through the date of Substantial Completion at which time these utilities shall be transferred into the Owner’s name and become the responsibility of the Owner
- We have included a one (1) year workmanship warranty
- We have not included cost premiums for seismic requirements
- Recycling Program Excluded (Specification 017419)

Division 02 – Demolition

- Demolition of existing buildings/structures is excluded (they appear to be another GCs property)

Division 13 – PEMB

- PEMB pricing for metal wall panels and roof panels based on manufacturer's standard colors in gauge and finish as required per the PEMB Design Criteria
- We have not included any cost premiums for erection in winter conditions
- We have assumed Building E exterior MWP-3: Metal Sales TCL-1, 22GA, Vertically Installed
- All flashings and trims are assumed acceptable as 26 GA
- We have excluded air barrier testing or upgrades to account for air barrier conformance

Division 14 – Conveyance

- We have included (1) OET, top running single girder 5-ton bridge crane by Wazee Crane

Division 26 - Electrical

- Radio amplification systems have been included for building A, B, & C only
- We include EV Chargers (1-ea Single and 1-ea Double)
- We Exclude the 3rd party testing. 50% DD Trend Log
- 52-week lead times for the main switchboards in Buildings A and B

Division 31 – Earthwork

- We have included costs for over-excavation under building foundations as follows:
 - Depth of 4' feet below the bottom of slab, and are using aggregate piers below the footings
- We are Excluding the use of the LTP blanket (for pier under SOG option which are not doing)
- We have not included costs to repair improvements damaged by subsidence, settlement or heaving of properly compacted materials
- We have assumed that existing soils are suitable for reuse as structural fill. If the material is not suitable for reuse, additional costs will be incurred.
- Pond Liner Included (see Allowances above)
- Dewatering is included as an allowance

Division 33 – Utilities

- Off-site waterlines & Sewer (Silver Birch blvd / Tipple pkwy) is Excluded
- Foundation underdrains and/or perimeter drains are not included
- We have included Hydro Excavation for crossing the utility crossing (Phase 1 / Phase 2 line)
- We have assumed access across the North side of Phase 2, DURING Phase 1 to deliver the Utilities needed to get C.O. on Phase 1 (Building A)

END OF CLARIFICATIONS, QUALIFICATIONS & ASSUMPTIONS

ATTACHMENT 03: Construction Documents – Bid Pack #01

Frederick Public Works

Enumeration of Construction Documents

*Project Manual as follows:***Table of Contents***Specification Sections – Bid Pack #01*

DESCRIPTION	DATE: NOVEMBER 21,2024	SPEC #--PAGES
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DIVISION 0		00 0001-02
PROJECT DIRECTORY		00 0106-03
TABLE OF CONTENTS		00 0110-07
PROCUREMENT SUBSTITUTION PROCEDURES		00 2600-03
AVAILABLE PROJECT INFORMATION		00 3100-02
GEOTECHNICAL REPORT		00 3132-27
GENERAL CONDITIONS		00 7200-01
DIVISION 01 – GENERAL REQUIREMENTS		
SUMMARY		01 1000-04
SUBSTITUTION PROCEDURES		01 2500-05
PROJECT MANAGEMENT AND COORDINATION		01 3100-09
PHOTOGRAPHIC DOCUMENTATION		01 3233-02
QUALITY REQUIREMENTS		01 4000-07
TEMPORARY FACILITIES AND CONTROLS		01 5000-08
EXECUTION		01 7300-04
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL		01 7419-03
CLOSEOUT PROCEDURES		01 7700-05
OPERATION AND MAINTENANCE DATA		01 7823-05
DEMONSTRATION AND TRAINING		01 7900-03
DIVISION 03 – CONCRETE		
CAST-IN-PLACE CONCRETE		03 3000-21
POLISHED CONCRETE FINISHING		03 3543-05
CONCRETE FINISHING		03 3546-03
PRECAST ARCHITECTURAL CONCRETE		03 4500-06
DIVISION 04 – MASONRY		
UNIT MASONRY		04 2000-13

ATTACHMENT 03: Construction Documents – Bid Pack #01

Frederick Public Works

Enumeration of Construction Documents

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STEEL JOIST FRAMING	05 2100-05
STEEL DECKING	05 3100-06
COLD-FORMED METAL FRAMING	05 4000-07
METAL FABRICATIONS	05 5000-08
METAL STAIRS	05-5100-06

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Frederick Public Works

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ATTACHMENT 03: Construction Documents – Bid Pack #01

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METERS AND GAGES FOR PLUMBING PIPING 22 0519-02

GENERAL DUTY VALVES FOR PLUMBING PIPING 22 0523-04

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT 22 0529-06

IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT 22 0553-03

PLUMBING PIPING INSULATION 22 0719-07

PLUMBING PIPING 22 1005-04

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DOMESTIC WATER PIPING SPECIALTIES 22 1119-05

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ATTACHMENT 03: Construction Documents – Bid Pack #01

Frederick Public Works

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COMMON WORK RESULTS FOR ELECTRICAL	26 0500-03
ELECTRICAL TESTING	26 0510-03
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	26 0519-04
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	26 0526-04
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	26 0529-04
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	26 0533-10
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	26 0543-07
IDENTIFICATION FOR ELECTRICAL SYSTEMS	26 0553-07
OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	26 0573-08
OVERCURRENT PROTECTIVE DEVICE ARC FLASH STUDY	26 0574-06
STATIC UNINTERRUPTIBLE POWER SUPPLY	26 0735-11
LIGHTING CONTROL DEVICES	26 0923-04
SWITCHBOARDS	26 2413-09
PANELBOARDS	26 2416-06
WIRING DEVICES	26 2726-07
FUSES	26 2813-03
ENCLOSED SWITCHES AND CIRCUIT BREAKERS	26 2816-05
ENCLOSED CONTROLLERS	26 2913-04
ENGINE GENERATOR	26 3213-12
TRANSFER SWITCHES	26 3600-06
SURGE PROTECTIVE DEVICES (SPDs)	26 4313-06
INTERIOR LIGHTING	26 5100-04
EXTERIOR LIGHTING	26 5600-07

DIVISION 27 – COMMUNICATIONS

GENERAL REQUIREMENTS	27 0200-08
COMMUNICATIONS EXECUTION	27 0400-05

ATTACHMENT 03: Construction Documents – Bid Pack #01

Frederick Public Works

Enumeration of Construction Documents

DIVISION 27 – COMMUNICATIONS (Cont.)

GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	27 0526-06
PATHWAYS FOR COMMUNICATIONS SYSTEMS	27 0528-07
HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	27 0529-05
FIRESTOPPING FOR TELECOMMUNICATIONS SYSTEMS	27 0532-04
CONDUITS AND BACKBOXES FOR COMMUNICATIONS SYSTEMS	27 0533-02
CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	27 0536-04
SURFACE RACEWAY FOR COMMUNICATION SYSTEMS	27 0539-02
UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	27 0543-05
IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	27 0553-03
STRUCTURED CABLING	27 1000-04
COMMUNICATIONS RACKS	27 1116-07
COMMUNICATIONS TERMINATION BLOCKS AND PATCH PANELS	27 1119-04
COMMUNICATIONS CABLE MANAGEMENT AND LADDER RACK/TRAY	27 1123-04
COMMUNICATION COPPER BACKBONE CABLING	27 1313-04
COMMUNICATION OPTICAL FIBER BACKBONE CABLING	27 1323-12
COMMUNICATIONS OSP FIBER SPLCE CLOSURES	27 1350-02
COMMUNICATION COPPER HORIZONTAL CABLING	27 1513-07
COMMUNICATIONS FACEPLATES AND CONNECTORS	27 1543-04
COMMUNICATIONS FIBER CONNECTORS, ADAPTERS, AND ADAPTER PANELS	27 1543.15-11
MULTIMEDIA AUDIO/VIDEO CONNECTORS AND ADAPTERS	27 1543.20-04
WORK AREA FACEPLATE/WALL PLATES AND SURFACE MOUNT BOXES	27 1543.25-02
COPPER PATCH CORDS	27 1619.02-04
50 MICRON MULTIMODE OPTICAL FIBER CORDS AND PIGTAILS	27 1619.03-03
SINGLE-MODE OPTICAL FIBER CORDS AND PIGTAILS	27 1619.05-02

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

DISTRIBUTED ANTENNA SYSTEM	28 0537-04
SECURITY MANAGEMENT SYSTEM	28 0545-24
ACCESS CONTROL TECHNICAL GUIDELINES	28 1000-03
GENERAL REQUIREMENTS FOR ACCESS CONTROL SYSTEMS	28 1200-11
ACCESS CONTROL SOFTWARE AND DATABASE MANAGEMENT	28 1300-02
ACCESS CONTROL SYSTEM HARDWARE	28 1400-02
ACCESS CONTROL INTERFACES	28 1600-05
VIDEO SURVEILLANCE	28 2000-06
AREA OF REFUGE/ELEVATOR LANDING TWO-WAY COMMUNICATION SYSTEM	28 2623-03
FIRE ALARM AND DETECTION SYSTEM	28 3100-20
Electronic Personal Protection Systems	28 2600-02

ATTACHMENT 03: Construction Documents – Bid Pack #01

Frederick Public Works

Enumeration of Construction Documents

DIVISION 31 – EARTHWORK

GEOSYNTHETICS FOR EARTHWORK	31 0519-04
SITE CLEARING	31 1000-02
GRADING	31 2200-01
EXCAVATION	31 2316-02
TRENCHING	31 2316.13-02
FILL	31 2323-02
EROSION AND SEDIMENTATION CONTROLS	31 2500-01
RIPRAP	31 3700-01

DIVISION 32 – EXTERIOR IMPROVEMENTS

GEOSYNTHETICS FOR EXTERIOR IMPROVEMENTS	32 0519-03
AGGREGATE BASE COURSES	32 1123-01
ASPHALT PAVING	32 1216-01
CONCRETE PAVING	32 1313-02
AGGREGATE SURFACING	32 1500-02
SIDEWALKS	32 1623-01
PAVEMENT MARKINGS	32 1723-02
TACTILE WARNING SURFACING	32 1726-02
DECORATIVE METAL FENCES AND GATES	32 3119-03
WOOD COMPOSITE FENCES AND GATES	32 3132-04
PLANTING IRRIGATION	32 8400-12
SOIL PREPARATION	32 9113-04
TURF AND GRASSES	32 9200-05
PLANTS	32 9300-05
PLANTING ACCESSORIES	32 9400-04

DIVISION 33 – UTILITIES

CONCRETE MANHOLES	33 0561-02
SITE WATER UTILITY DISTRIBUTION PIPING	33 1416-02
SITE SANITARY SEWERAGE GRAVITY PIPING	33 3113-02
SUBDRAINAGE	33 4100-01
STORMWATER GRAVITY PIPING	33 4211-01
STORMWATER CULVERTS	33 4213-01
STORMWATER DRAINS	33 4230-02
STORMWATER MANAGEMENT	33 4600-01



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Building A - Current Set - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
A_G000	BUILDING A - COVER SHEET	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_G101	BUILDING A - CODE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
A_S000	BUILDING A - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S001	BUILDING A - ABBREVIATION, SYMBOLS KEY, & 3D SCHEMATIC VIEW	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S002	BUILDING A - IBC 2021 STATEMENT OF SPECIAL INSPECTION	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S101a	FOUNDATION PLAN - BUILDING A - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S101b	FOUNDATION PLAN - BUILDING A - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S122a	LEVEL TWO FLOOR & LOW ROOF FRAMING PLAN - BUILDING A - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S181a	ROOF FRAMING PLAN - BUILDING A - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S181b	ROOF FRAMING PLAN - BUILDING A - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S200	BUILDING A - ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S400	BUILDING A - LATERAL FRAME DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S401	BUILDING A - LATERAL FRAME ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S402	BUILDING A - LATERAL FRAME ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S403	BUILDING A - LATERAL FRAME ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S500	BUILDING A - SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S501	BUILDING A - TYPICAL CONCRETE DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S502	BUILDING A - TYPICAL STEEL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S503	BUILDING A - TYPICAL STEEL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S504	BUILDING A - TYPICAL CFS DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S505	BUILDING A - TYPICAL CFS DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S506	BUILDING A - TYPICAL CFS DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S510	BUILDING A - FOUNDATION SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S511	BUILDING A - FOUNDATION SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S520	BUILDING A - FLOOR SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S530	BUILDING A - ROOF SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_S531	BUILDING A - ROOF SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
A_A001	BUILDING A - ARCHITECTURAL GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A002	BUILDING A - WALL & ROOF TYPES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A003	BUILDING A - STANDARD DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A004	BUILDING A - STANDARD MOUNTING HEIGHTS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A_A005	BUILDING A - STANDARD SIGNAGE DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A101	BUILDING A - LEVEL ONE - OVERALL FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A101a	BUILDING A - LEVEL ONE - FLOOR PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A101b	BUILDING A - LEVEL ONE - FLOOR PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A102a	BUILDING A - LEVEL TWO - FLOOR PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A120	BUILDING A - MATERIAL SUMMARY	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A121a	BUILDING A - LEVEL ONE - FINISH PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A121b	BUILDING A - LEVEL ONE - FINISH PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A122a	BUILDING A - LEVEL TWO - FINISH PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A140	BUILDING A - EQUIPMENT SUMMARY	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A141a	BUILDING A - LEVEL ONE - FURNITURE & EQUIPMENT PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A141b	BUILDING A - LEVEL ONE - FURNITURE & EQUIPMENT PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A142a	BUILDING A - LEVEL TWO - FURNITURE & EQUIPMENT PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A161	BUILDING A - REFLECTED CEILING PLAN - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A161a	BUILDING A - LEVEL ONE - REFLECTED CEILING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A161b	BUILDING A - LEVEL ONE - REFLECTED CEILING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A162a	BUILDING A - LEVEL TWO - REFLECTED CEILING PLAN - AREA A & CLERESTORY PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A181	BUILDING A - ROOF PLAN - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A200	BUILDING A - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A201	BUILDING A - EXTERIOR ELEVATIONS - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A202	BUILDING A - EXTERIOR ELEVATIONS - ENLARGED	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A203	BUILDING A - EXTERIOR ELEVATIONS - ENLARGED	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A221	BUILDING A - INTERIOR ELEVATIONS & 3D VIEWS - CORRIDOR	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A222	BUILDING A - INTERIOR ELEVATIONS & 3D VIEWS - CONFERENCE ROOMS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A223	BUILDING A - INTERIOR ELEVATIONS & 3D VIEWS - BREAK ROOM	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A224	BUILDING A - INTERIOR ELEVATIONS & 3D VIEWS - PPE & LEVEL 2	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A301	BUILDING A - BUILDING SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A302	BUILDING A - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A321	BUILDING A - WALL SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A322	BUILDING A - WALL SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A323	BUILDING A - WALL SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A324	BUILDING A - WALL SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A325	BUILDING A - WALL SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A401	BUILDING A - ENLARGED RESTROOM PLANS & ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A402	BUILDING A - ENLARGED RESTROOM PLANS & ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A403	BUILDING A - ENLARGED RESTROOM PLANS & ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A404	BUILDING A - ENLARGED RECEPTION PLANS & ELEVATIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A421	BUILDING A - VERTICAL CIRCULATION - WEST STAIR	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A_A422	BUILDING A - VERTICAL CIRCULATION - EAST STAIR AND ELEVATOR	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A501	BUILDING A - INTERIOR DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A502	BUILDING A - INTERIOR CASEWORK DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A521	BUILDING A - EXTERIOR DETAILS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A541	BUILDING A - ROOF DETAILS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A542	BUILDING A - ROOF DETAILS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A561	BUILDING A - OPENING DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A581	BUILDING A - EXPANSION JOINT DETAILS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A601	BUILDING A - DOOR SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_A901	BUILDING A - EXTERIOR PERSPECTIVES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Plumbing					
A_P001	BUILDING A - PLUMBING NOTES & LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P101a	BUILDING A - LEVEL ONE - PLUMBING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P101b	BUILDING A - LEVEL ONE - PLUMBING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P102a	BUILDING A - LEVEL TWO - PLUMBING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P201a	BUILDING A - LEVEL ONE - ENLARGED PLUMBING PLANS - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P301	BUILDING A - ROOF PLUMBING PLAN	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P501	BUILDING A - PLUMBING DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_P601	BUILDING A - PLUMBING SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Mechanical					
A_M001	BUILDING A - MECHANICAL NOTES & LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M101a	BUILDING A - LEVEL ONE MECHANICAL PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M101b	BUILDING A - LEVEL ONE MECHANICAL PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M102a	BUILDING A - LEVEL TWO MECHANICAL PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M201a	BUILDING A - LEVEL ONE - HYDRONIC PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M201b	BUILDING A - LEVEL ONE - HYDRONIC PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M202a	BUILDING A - LEVEL TWO - HYDRONIC PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M301	BUILDING A - ENLARGED BOILER ROOM PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M501	BUILDING A - MECHANICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M601	BUILDING A - MECHANICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M901	BUILDING A - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M902	BUILDING A - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M903	BUILDING A - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_M904	BUILDING A - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
A_E001	BUILDING A - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E002	BUILDING A - SPECIAL SYSTEMS CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E100	BUILDING A - ELECTRICAL SITE PLAN - BUILDING A	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A_E101	BUILDING A - LEVEL ONE - OVERALL ELECTRICAL PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E101a	BUILDING A - LEVEL ONE - POWER PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E101b	BUILDING A - LEVEL ONE - POWER PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E102a	BUILDING A - LEVEL TWO - POWER PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E161a	BUILDING A - LEVEL ONE - LIGHTING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E161b	BUILDING A - LEVEL ONE - LIGHTING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E162A	BUILDING A - LEVEL TWO - LIGHTING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E500	ELECTRICAL ONE-LINE - BUILDING A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E600	BUILDING A - ELECTRICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E700	BUILDING A - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E701	BUILDING A - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
A_E702	BUILDING A - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Fire Alarm					
A_FA101a	BUILDING A - LEVEL ONE - FIRE ALARM PLAN - AREA A	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_FA101b	BUILDING A - LEVEL ONE - FIRE ALARM PLAN - AREA B	0	11/21/2024	11/21/2024	100% DD (11/21/24)
A_FA102	BUILDING A - LEVEL TWO - FIRE ALARM PLAN - AREA A	0	11/21/2024	11/21/2024	100% DD (11/21/24)



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Building B - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
B_G000	BUILDING B - COVER SHEET	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_G101	BUILDING B - LEVEL ONE CODE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
B_S000	BUILDING B - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S001	BUILDING B - ABBREVIATION, SYMBOLS KEY, & 3D SCHEMATIC VIEW	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S101a	BUILDING B - FOUNDATION PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S101b	BUILDING B - FOUNDATION PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S181a	BUILDING B - ROOF FRAMING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S181b	BUILDING B - MEZZANINE & ROOF FRAMING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S501	BUILDING B - SCHEDULES & TYPICAL FOUNDATION DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_S502	BUILDING B - FOUNDATION DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
B_A002	BUILDING B - WALL & ROOF TYPES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A101	BUILDING B - OVERALL FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A101a	BUILDING B - FLOOR PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A101b	BUILDING B - FLOOR PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A120	BUILDING B - MATERIAL SUMMARY	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A121a	BUILDING B - FINISH PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A121b	BUILDING B - FINISH PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A140	BUILDING B - EQUIPMENT SUMMARY	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A141a	BUILDING B - FURNITURE & EQUIPMENT PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A141b	BUILDING B - FURNITURE & EQUIPMENT PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A161	BUILDING B - OVERALL REFLECTED CEILING PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A161a	BUILDING B - REFLECTED CEILING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A161b	BUILDING B - REFLECTED CEILING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A181	BUILDING B - ROOF PLAN - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A200	BUILDING B - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A201	BUILDING B - EXTERIOR ELEVATIONS - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A221	BUILDING B - INTERIOR ELEVATIONS & 3D VIEWS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A222	BUILDING B - INTERIOR ELEVATIONS & 3D VIEWS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A301	BUILDING B - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A302	BUILDING B - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A321	BUILDING B - WALL SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
B_A322	BUILDING B - WALL SECTIONS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A401	BUILDING B - ENLARGED RESTROOM PLANS & ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A421	BUILDING B - VERTICAL CIRCULATION	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A521	BUILDING B - EXTERIOR DETAILS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A601	BUILDING B - DOOR SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_A901	BUILDING B - PERSPECTIVES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Plumbing					
B_P001	BUILDING B - PLUMBING NOTES & LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_P101a	BUILDING B - PLUMBING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_P101b	BUILDING B - PLUMBING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_P102b	BUILDING B - MEZZANINE PLUMBING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_P501	BUILDING B - PLUMBING DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_P601	BUILDING B - PLUMBING SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Mechanical					
B_M001	BUILDING B - MECHANICAL NOTES & LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M101a	BUILDING B - MECHANICAL PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M101b	BUILDING B - MECHANICAL PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M201a	BUILDING B - HYDRONIC PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M201b	BUILDING B - HYDRONIC PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M301	BUILDING B - ENLARGED MEZZANINE AND HEATING PIPING SCHEMATIC	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M501	BUILDING B - MECHANICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M601	BUILDING B - MECHANICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M602	BUILDING B - MECHANICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M901	BUILDING B - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M902	BUILDING B - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_M903	BUILDING B - TEMPERATURE CONTROLS	0	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
B_E001	BUILDING B - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E100	ELECTRICAL SITE PLAN - BUILDING B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E101	BUILDING B -LEVEL ONE - OVERALL ELECTRICAL PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E101a	BUILDING B -LEVEL ONE -POWER PLAN -AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E101b	BUILDING B -LEVEL ONE -POWER PLAN -AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E161a	BUILDING B -LEVEL ONE -LIGHTING PLAN -AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E161b	BUILDING B -LEVEL ONE -LIGHTING PLAN -AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E500	BUILDING B - ELECTRICAL ONE-LINE	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E600	BUILDING B - ELECTRICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E700	BUILDING B - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
B_E701	BUILDING B - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
B_E702	BUILDING B - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Fire Alarm					
B_FA101a	BUILDING B - LEVEL ONE -FIRE ALARM PLAN -AREA A	0	11/21/2024	11/21/2024	100% DD (11/21/24)
B_FA101b	BUILDING B - LEVEL ONE -FIRE ALARM -AREA B	0	11/21/2024	11/21/2024	100% DD (11/21/24)



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Building C - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
C_G000	BUILDING C - COVER SHEET	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_G101	BUILDING C - CODE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
C_S000	BUILDING C - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S001	BUILDING C - ABBREVIATION, SYMBOLS KEY, & 3D SCHEMATIC VIEW	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S101a	BUILDING C - FOUNDATION PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S101b	BUILDING C - FOUNDATION PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S181a	BUILDING C - ROOF FRAMING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S181b	BUILDING C - ROOF FRAMING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S501	BUILDING C - SCHEDULES & TYPICAL FOUNDATION DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_S502	BUILDING C - FOUNDATION DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
C_A002	BUILDING C - WALL & ROOF TYPES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A101	BUILDING C - OVERALL FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A101a	BUILDING C - FLOOR PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A101b	BUILDING C - FLOOR PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A120	BUILDING C - MATERIAL SUMMARY	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A121a	BUILDING C - FINISH PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A121b	BUILDING C - FINISH PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A161	BUILDING C - OVERALL REFLECTED CEILING PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A161a	BUILDING C - REFLECTED CEILING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A161b	BUILDING C - REFLECTED CEILING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A181	BUILDING C - OVERALL ROOF PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A200	BUILDING C - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A201	BUILDING C - EXTERIOR ELEVATIONS - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A221	BUILDING C - INTERIOR ELEVATIONS & 3D VIEWS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A301	BUILDING C - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A321	BUILDING C - WALL SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A601	BUILDING C - DOOR SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_A901	BUILDING C - PERSPECTIVES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Plumbing					
C_P001	BUILDING C - PLUMBING NOTES & LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_P101a	BUILDING C - PLUMBING PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C_P101b	BUILDING C - PLUMBING PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_P501	BUILDING C - PLUMBING DETAILS & SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Mechanical					
C_M001	BUILDING C - MECHANICAL NOTES, LEGEND, & SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_M101a	BUILDING C - MECHANICAL PLAN - AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_M101b	BUILDING C - MECHANICAL PLAN - AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
C_E001	BUILDING C - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E100	BUILDING C - ELECTRICAL SITE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E101	BUILDING C -LEVEL ONE - OVERALL ELECTRICAL PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E101a	BUILDING C -LEVEL ONE -POWER PLAN -AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E101b	BUILDING C -LEVEL ONE POWER PLAN -AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E161a	BUILDING C -LEVEL ONE -LIGHTING PLAN -AREA A	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E161b	BUILDING C -LEVEL ONE -LIGHTING PLAN -AREA B	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E500	BUILDING C - ELECTRICAL ONE-LINE	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E600	BUILDING C - ELECTRICAL SCHEDULES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
C_E700	BUILDING C - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Fire Alarm					
C_FA101a	BUILDING C - LEVEL ONE -FIRE ALARM PLAN -AREA A	0	11/21/2024	11/21/2024	100% DD (11/21/24)
C_FA101b	BUILDING C - LEVEL ONE -FIRE ALARM PLAN --AREA B	0	11/21/2024	11/21/2024	100% DD (11/21/24)



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Building D - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
D_G000	BUILDING D - COVER & CODE SHEET - WASH / FUEL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
D_S000	BUILDING D - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_S101	BUILDING D - FOUNDATION PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
D_A101	BUILDING D - FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A161	BUILDING D - REFLECTED CEILING PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A181	BUILDING D - ROOF PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A200	BUILDING D - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A201	BUILDING D - EXTERIOR ELEVATIONS - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A301	BUILDING D - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_A901	BUILDING D - PERSPECTIVES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
D_E001	BUILDING D - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_E100	BUILDING D - ELECTRICAL SITE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_E101	BUILDING D - LEVEL ONE ELECTRICAL PLANS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_E500	BUILDING D - ELECTRICAL ONE-LINE	1	11/21/2024	11/21/2024	100% DD (11/21/24)
D_E700	BUILDING D - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Building E - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
E_G000	BUILDING E - COVER & CODE SHEET - SLICER SHED	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
E_S000	BUILDING E - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_S101	BUILDING E - FOUNDATION PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
E_A101	BUILDING E - FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A161	BUILDING E - REFLECTED CEILING PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A181	BUILDING E - ROOF PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A200	BUILDING E - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A201	BUILDING E - EXTERIOR ELEVATIONS - OVERALL	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A301	BUILDING E - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_A901	BUILDING E - PERSPECTIVES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
E_E001	BUILDING E - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_E100	BUILDING E - ELECTRICAL SITE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_E101	BUILDING E - ELECTRICAL FLOOR PLANS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_E500	BUILDING E - ELECTRICAL ONE-LINE	1	11/21/2024	11/21/2024	100% DD (11/21/24)
E_E700	BUILDING E - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Building F - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
F_G000	BUILDING F - COVER & CODE SHEET - COVERED PARKING	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Structural					
F_S000	BUILDING F - GENERAL NOTES	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_S101	BUILDING F - FOUNDATION PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Architectural					
F_A101	BUILDING F - FLOOR PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_A161	BUILDING F - REFLECTED CEILING PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_A181	BUILDING F - ROOF PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_A200	BUILDING F - EXTERIOR BUILDING AXONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_A201	BUILDING F - EXTERIOR ELEVATIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_A301	BUILDING F - BUILDING SECTIONS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
Electrical					
F_E001	BUILDING F - GENERAL CONSTRUCTION NOTES AND LEGEND	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_E100	BUILDING F - ELECTRICAL SITE PLAN	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_E101	BUILDING F - ELECTRICAL PLANS	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_E500	BUILDING F - ELECTRICAL ONE-LINE	1	11/21/2024	11/21/2024	100% DD (11/21/24)
F_E700	BUILDING F - ELECTRICAL DETAILS	1	11/21/2024	11/21/2024	100% DD (11/21/24)



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Site - Current Drawings - 100% DD Dated 11/21/2024 - Bid Pack #01

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
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Civil					
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S_C101B	SITE - SIGNAGE, STRIPING AND BOLLARD PLAN	0	11/21/2024	11/21/2024	100% DD (11/21/24)
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FCI Constructors, Inc.

Printed on Tue Dec 24, 2024 at 07:35 am MST

Job #: 30-24-040 FREDERICK PUBLIC WORKS

7400 EAGLE BLVD

FREDERICK, Colorado 80530

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
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Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-15 Adoption of Frederick Recreation Area Master Plan

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Resolution - FRA MP Adoption
2. PROST Resolution - FRA MP
3. FRA Master Plan
4. FRA Master Plan - Appendix

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:



COMMUNITY AND ECONOMIC VITALITY– The Frederick Recreation Area Master Plan is specifically called out as Goal 2.1 in the 2022-2023 Strategic Plan as a priority for our community.

Summary Statement:

This Resolution would adopt the Frederick Recreation Area Master Plan, as presented, as the general policy of the Town as it pertains to the development and care of this community asset.

Detail of Issue/Request:

Frederick Recreation Area (FRA) is a regional park and open space owned by the Town of Frederick, Colorado. The area consists of about 300 acres and includes Milavec Reservoir, Frederick Skate Park, an existing park on the east side with access to the reservoir and Bella Rosa Golf Course. The area is comprised of a variety of land uses including parks, open space, stormwater drainage and detention and is within the Carbon Valley Parks and Recreation District.

Milavec Reservoir was purchased by the Town of Frederick in 1958 as a drinking water source. Throughout the years, the Town transitioned the Reservoir to its primary source of non-potable water, with inflows from the Lower Boulder Ditch Company, of which the Town is the largest shareholder. The water is used primarily for park and landscape irrigation throughout Town.

In 2021, Frederick's Board of Trustees identified the development of a new Parks and Open Space Department and tasked it with creating a long-term master plan for Frederick Recreation Area as a Strategic Plan goal. This document is the culmination of three years' worth of investments to identify our community's vision for the crown jewel of the Carbon Valley's outdoor spaces.

A master plan is a document created to aid and inform the public and future Town staff of the design and planned implementation of a project. Master plans are the first step in a process that ultimately ends in the construction of a design. The conceptual design of the project is only one part of the master plan. With the goal of future staff being able to implement the project with as much chance of success as possible, the master plan document also includes considerations and recommendations. Existing conditions, phasing, funding, and future construction are all thought through and included in the master plan. Coordination between the design, Town staff, and members of the public are all vital to compile the design and recommendations. Hearing the needs and wants of a community directly inform the very first design sketches, all the way to the final product.

The Community's priorities for this project were identified as follows:

- Go above and beyond universal accessibility to all amenities and features to ensure residents and visitors of all abilities can enjoy the area.
- Provide multi-generational spaces and amenities for residents and visitors of all ages to enjoy.
- Improve the recreational water quality in Milavec Reservoir.
- Balance the preservation of natural resources with improved and additional recreational amenities.
- Provide for improved wildlife habitat within the area's open spaces and at Milavec Reservoir.
- Identify improvements to Bella Rosa Golf Course to improve course layout, safety and playability, to foster additional recreational programming and to provide for the long-term financial sustainability of the course.
- Promote multi-modal connectivity to surrounding neighborhoods and other areas of Frederick.

- Utilize water conservative landscapes.
- Utilize appropriate fees and sales taxes dedicated to parks and open spaces for new amenities.
- Ensure resources are available to sustainably maintain existing and new amenities as the plan is implemented.

The Master Plan could not have been successful without the feedback and thoughtful comments of the local community. A project website was developed to showcase design progress at each milestone, included a citizen survey and provided opportunities to offer public input. The Town participated in multiple community pop-up events to present the plans to residents and to gather first impressions, general comments, concerns and questions. At each design milestone, the PROST (Parks, Recreation, Open Space and Trails) Commission held productive discussions and provided comments utilized for the next phase of design.

What are the next steps? Phase 1 is substantially complete and has moved into the maintenance phase. This included several new assets and procedures to improve recreational water quality in Milavec Reservoir. Phase 2 has allocated funding for design only - this Phase is the renovation of the Parks and Golf maintenance facility located at Bella Rosa Golf Course. Staff will be looking to move into construction of Phase 2 in 2026-2027 along with design of Phase 3 around the same time.

Legal Comments:

This item has been reviewed by the Town Attorney's Office.

Alternatives/Options

The Board may choose to adopt this Resolution as presented.

The Board may choose to reject this Resolution and prescribe alternatives to Staff.

The Board may request minor alterations to this Resolution or Plan for Staff to implement, but proceed with approval of the Resolution.

Financial Considerations

This Plan calls for substantial investments to be made at Frederick Recreation Area, but this specific Resolution does not allocate funds to any particular phase or item. Those requests for budget allocations will come through the normal annual budget process throughout the life of the Plan.

This Plan has a detailed cost estimate and "type of funds" analysis and Town Staff intend to include those in the development of a larger park and open space system financial analysis in Go Outdoors Frederick 2050, which is ongoing.

This Plan had a budget of \$425,000 and was completed for about \$365,000, with the majority of those costs going to Background and Analysis work, some of which is in the Plan Appendix, and included site surveys, subsurface utility engineering, stormwater analysis, oil and gas analysis, environmental analysis and several other items which helped inform the overall plan and will jumpstart construction design across all phases.

Staff Recommendation

Staff recommends approval of this Resolution to adopt the Frederick Recreation Area Master Plan, as presented.

Community Impact

Frederick Recreation Area is the premier outdoor recreation asset in the Carbon Valley and is utilized by thousands of residents and visitors annually. The community impact of this Plan is substantial and it was developed through significant community engagement to finalize the long-term vision for this gem. Among the Plan's many goals, our community desired an amenity that offered outdoor recreation to everyone, regardless of age or ability and we believe this vision accomplishes that.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-15**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ADOPTING
THE FREDERICK RECREATION AREA MASTER PLAN**

WHEREAS, the Board of Trustees identified the development of a long-term improvement plan for Frederick Recreation Area in the 2022-2024 Strategic Plan ; and,

WHEREAS, the Parks and Open Space Department began development of that plan in late 2022, which included significant community engagement throughout 2023 and 2024; and,

WHEREAS, the final Frederick Recreation Area Master Plan represents a long-term, community-led vision for the Town’s most important outdoor recreation asset; and,

WHEREAS, the Town of Frederick’s Parks, Recreation, Open Space and Trails Commission unanimously approved a Resolution of Support, encouraging the Board of Trustees to adopt this plan; and,

WHEREAS, best park management practices recommend the governing body of any park management entity adopt major site plans and system plans to ensure policy direction is in-line with other objectives of the governing body.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

1. The Board of Trustees adopts the Frederick Recreation Area Master Plan as the general policy of the Town of Frederick relating to the long-term development and care of that community asset.

INTRODUCED, READ, PASSED AND SIGNED THIS 28th DAY OF JANUARY, 2025.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Tricia David, Town Clerk

**TOWN OF FREDERICK, COLORADO
PARKS, RECREATION, OPEN SPACE AND TRAILS (P.R.O.S.T.) COMMISSION
RESOLUTION OF SUPPORT**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO P.R.O.S.T.
COMMISSION SUPPORTING THE ADOPTION OF THE FREDERICK
RECREATION AREA MASTER PLAN**

WHEREAS, in accordance with the Bylaws of the Parks, Recreation, Open Space and Trails Commission, the Commission shall advise the Board of Trustees and Town Staff on all areas pertinent to the the Town's outdoor recreation assets; and,

WHEREAS, the Frederick Recreation Area Master Plan represents a long-term, community-led vision for the Town's most important outdoor recreation asset; and,

WHEREAS, the P.R.O.S.T. Commission has offered significant input and advice on the development of this plan over the past three years; and,

WHEREAS, the P.R.O.S.T. Commission will utilize this plan to advise Town Staff on the future improvements to this asset and will continue to engage with our community on the same.

NOW THEREFORE BE IT RESOLVED BY THE PARKS, RECREATION, OPEN SPACE AND TRAILS COMMISSION OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:

1. The P.R.O.S.T. Commission offers this Resolution of Support to the Mayor and Board of Trustees and recommends adoption of the Frederick Recreation Area Master Plan.

INTRODUCED, READ, PASSED AND SIGNED THIS 11th DAY OF DECEMBER, 2024.

TOWN OF FREDERICK

By: 
Allan Gill, Chairperson

ATTEST:

By: 
Colby Johnson, Parks and Open Space Director

FREDERICK RECREATION AREA MASTER PLAN

Adoption Credentials

Parks, Recreation, Open Space and Trails Commission
December 2024

Board of Trustees
January 2025



PROJECT ACKNOWLEDGMENTS

Mayor & Board of Trustees

Tracie Crites - Mayor
Kevin R. Brown - Mayor Pro Tem
Adam Mahan - Trustee
Chad teVelde - Trustee
Dan March - Trustee
Mark Lamach - Trustee
Windi Padia - Trustee

Town of Frederick Staff

Bryan Ostler - Town Manager
Jason Leslie - Deputy Town Manager
Ryan Johnson - Assistant Town Manager
Colby Johnson - Parks & Open Space Director
Sara Barnard - Parks Planning Development Coordinator
Tim Schwartz - Head Golf Professional and General Manager
Mike Harris - Park Manager
Jordan Davison - Open Space & Trails Manager
Ali van Deutekom - Planning Manager

Parks, Recreation, Open Space, & Trails Commission

Allan Gill - Chairperson
Matt Hickman - Vice Chairperson
Mark Lamach - Trustee
Erin Fosdick
Kristen Davis
Lee Schlais
Luke Bolinger
Susan Pilon

Consultant Team

Shanen Weber - Design Concepts
Walter Nieuwlandt - Design Concepts
Peter Grotemeyer - Design Concepts
Jonathan Dillers - Smith Environmental & Engineering
Rebecca Hannon - Smith Environmental & Engineering
Michael Verdone - BBC Research and Consulting
Rick Phelps - Phelps Golf Design
Chet Smith - Topographic



*Thank you to the Frederick Community
and its leadership for sharing the vision
for this plan!*



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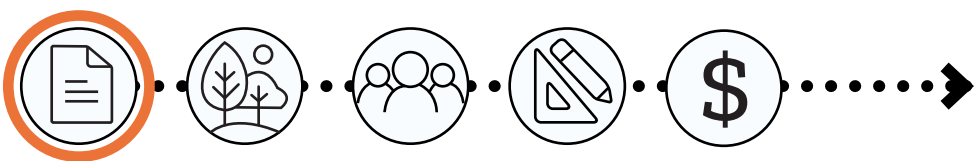
ADOPTING RESOLUTION

PARKS, RECREATION, OPEN SPACE AND TRAILS COMMISSION - DECEMBER 2024

ADOPTING RESOLUTION

BOARD OF TRUSTEES - JANUARY 2025

PROJECT SUMMARY



PROJECT BACKGROUND - WHERE DID WE START?

Frederick Recreation Area (FRA) is a regional park and open space owned by the Town of Frederick, Colorado. The area consists of about 300 acres and includes Milavec Reservoir, Frederick Skate Park, an existing park on the east side with access to the reservoir and Bella Rosa Golf Course. The area is comprised of a variety of land uses including parks, open space, stormwater drainage and detention and is within the Carbon Valley Parks and Recreation District.

Milavec Reservoir was purchased by the Town of Frederick in 1958 as a drinking water source. Throughout the years, the Town transitioned the Reservoir to its primary source of non-potable water, with inflows from the Lower Boulder Ditch Company, of which the Town is the largest shareholder. The water is used primarily for park and landscape irrigation throughout Town. The Reservoir is stocked for anglers by the Colorado Department of Parks and Wildlife and serves as an open space and water-based recreational hub for the Carbon Valley. The entire reservoir is encircled by the Milavec Trail, a 1.26-mile crusher fine trail, the most popular in the Town.

The Frederick Skate Park was constructed in 2018-2019 and is a signature recreational facility of Carbon Valley. The Park hosts thousands of residents and area visitors every year.

The existing open space, located west of Milavec Reservoir, is currently operated under an Agricultural Lease. The non-farmed areas consist of wetlands and stormwater drainage and detention facilities. Several paved trails surround the open space, connecting the adjacent neighborhoods to the Milavec Trail, golf course, and eastern portion of the site.

The eastern portion of Frederick Recreation Area has been substantially developed into a park through grants from Great Outdoors Colorado between 2007 and 2012.

Bella Rosa Golf Course is located on the northernmost portion of Frederick Recreation Area. The Golf Course was constructed in the early 2000’s by a local family who lived on the site. The Course has been managed directly by Town Staff since 2018. Currently, the course consists of 9 holes at Par 35 and a practice facility.

In 2021, Frederick’s Board of Trustees identified the development of a new Parks and Open Space Department and tasked it with creating a long-term master plan for Frederick Recreation Area as a Strategic Plan goal. This document is the culmination of three years’ worth of investments to identify our community’s vision for the crown jewel of the Carbon Valley’s outdoor spaces.

WHAT IS A MASTER PLAN?

A master plan is a document created to aid and inform the public and future Town staff of the design and planned implementation of a project. Master plans are the first step in a process that ultimately ends in the construction of a design. The conceptual design of the project is only one part of the master plan. With the goal of future staff being able to implement the project with as much chance of success as possible, the master plan document also includes considerations and recommendations. Existing conditions, phasing, funding, and future construction are all thought through and included in the master plan.

Coordination between the design, Town staff, and members of the public are all vital to compile the design and recommendations. Hearing the needs and wants of a community directly inform the very first design sketches, all the way to the final product.



Community Youth Sports



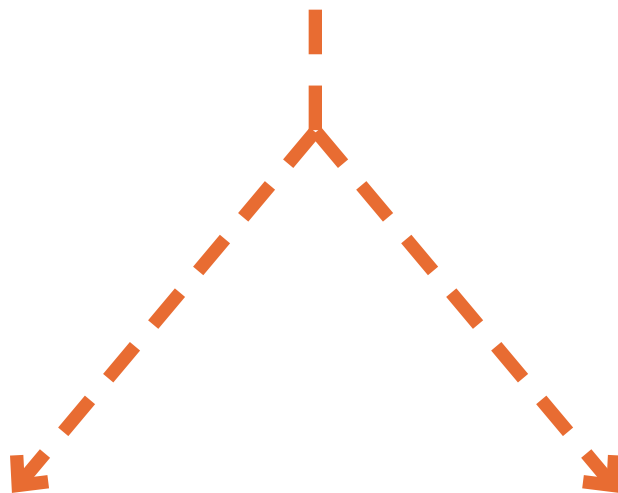
Multi-Generational Activities



Golf Course Improvements

GOALS - THE GUIDING PURPOSE OF THIS DOCUMENT

- Establish the overall vision for Frederick Recreation Area, including Milavec Reservoir and Bella Rosa Golf Course
- Draw from broad community input to create the vision for the park areas
- Establish key goals and actions to guide development of the areas over the next 20-30 years, including phased capital improvements
- Provide the foundation for subsequent capital improvement designs and construction for identified phased improvements



THIS DOCUMENT - WHAT DID WE DO?

The Master Plan sets the framework for a new and revitalized community gathering place for all ages and abilities to enjoy outdoor experiences over the next 20-30 years. The Project Team prepared conceptual designs, a Preliminary Master Plan, associated graphics and cost estimate for review by Town staff and the community. Regular design review meetings were held to ensure the direction of the project met community priorities and expectations. A Final Master Plan was developed accordingly, along with perspective renderings, a final cost estimate and phasing plan to help outline and prioritize construction activities.

Frederick Recreation Area offers a variety of park amenities for all residents. Careful planning has gone into every phase of the master plan process in order to set the stage for a successfully constructed community gathering place.

PROCESS - HOW DID WE DO IT?

The Master Plan could not have been successful without the feedback and thoughtful comments of the local community. A project website was developed to showcase design progress at each milestone, included a citizen survey and provided opportunities to offer public input. The Town participated in multiple community pop-up events to present the plans to residents and to gather first impressions, general comments, concerns and questions. At each design milestone, the PROST (Parks, Recreation, Open Space and Trails) Commission held productive discussions and provided comments utilized for the next phase of design.

COMMUNITY PRIORITIES - WHAT DO WE WANT?

- Go above and beyond universal accessibility to all amenities and features to ensure residents and visitors of all abilities can enjoy the area.
- Provide multi-generational spaces and amenities for residents and visitors of all ages to enjoy.
- Improve the recreational water quality in Milavec Reservoir.
- Balance the preservation of natural resources with improved and additional recreational amenities.
- Provide for improved wildlife habitat within the area’s open spaces and at Milavec Reservoir.
- Identify improvements to Bella Rosa Golf Course to improve course layout, safety and playability, to foster additional recreational programming and to provide for the long-term financial sustainability of the course.
- Promote multi-modal connectivity to surrounding neighborhoods and other areas of Frederick.
- Utilize water conservative landscapes.
- Utilize appropriate fees and sales taxes dedicated to parks and open spaces for new amenities.
- Ensure resources are available to sustainably maintain existing and new amenities as the plan is implemented.



Preservation



Connected Trail Network



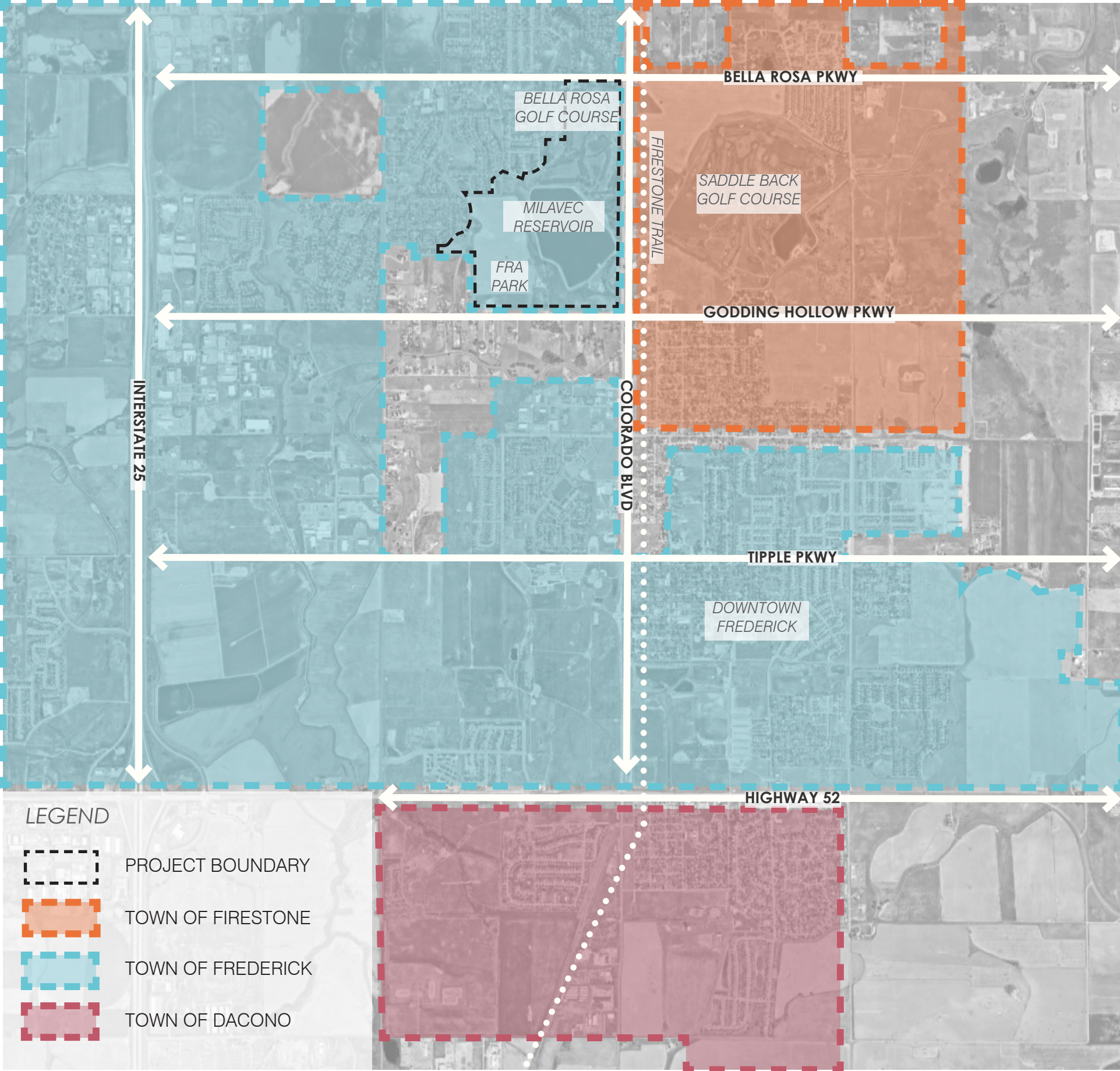
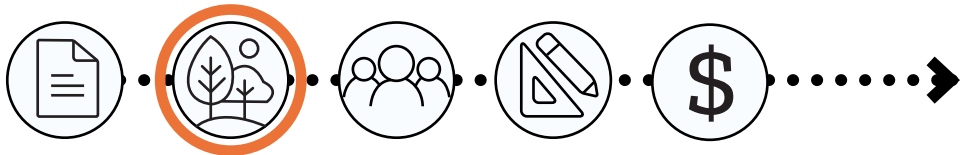


EXISTING CONDITIONS



SITE CONTEXT

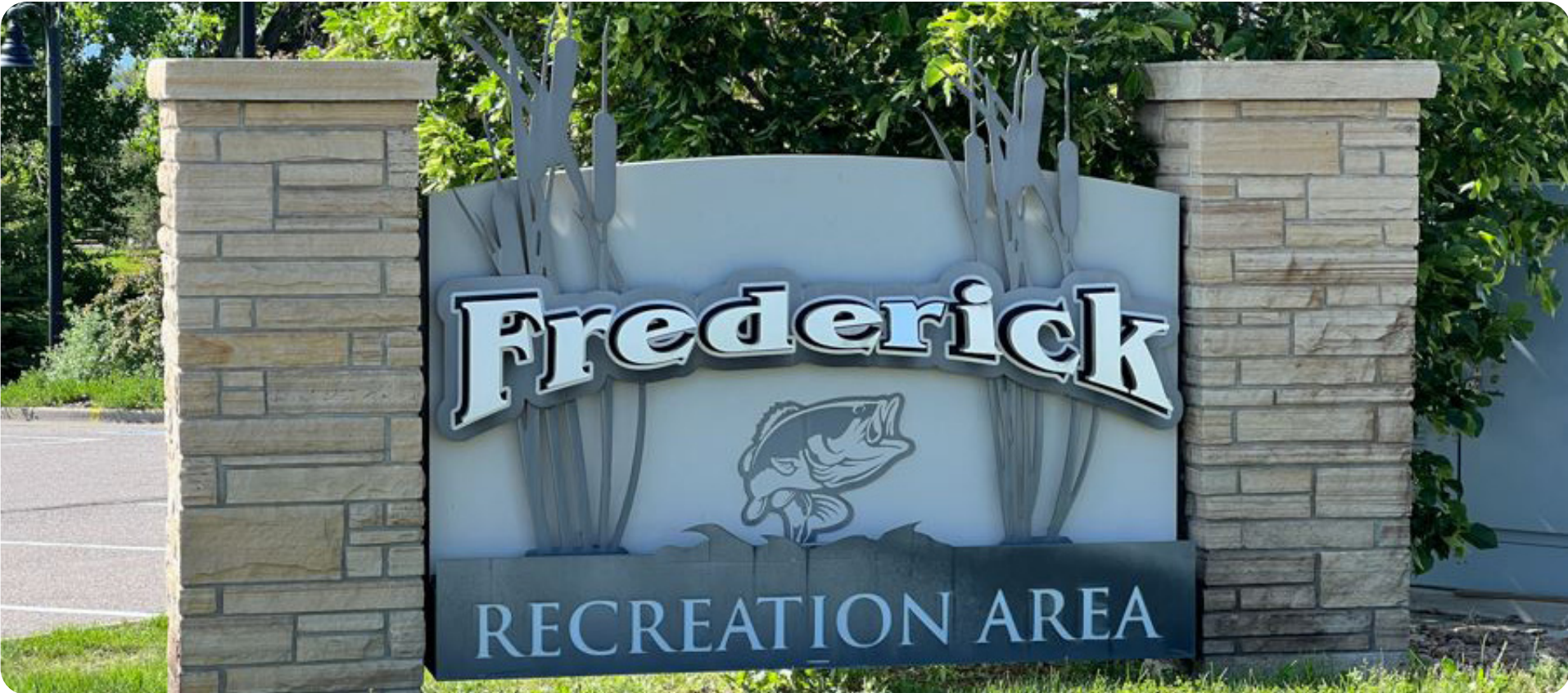
VICINITY PLAN



Trail Connection to Moore Farm Neighborhood



East Site Entrance Off Colorado Boulevard



Park Entry Sign



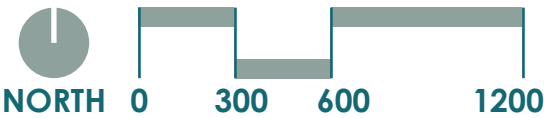
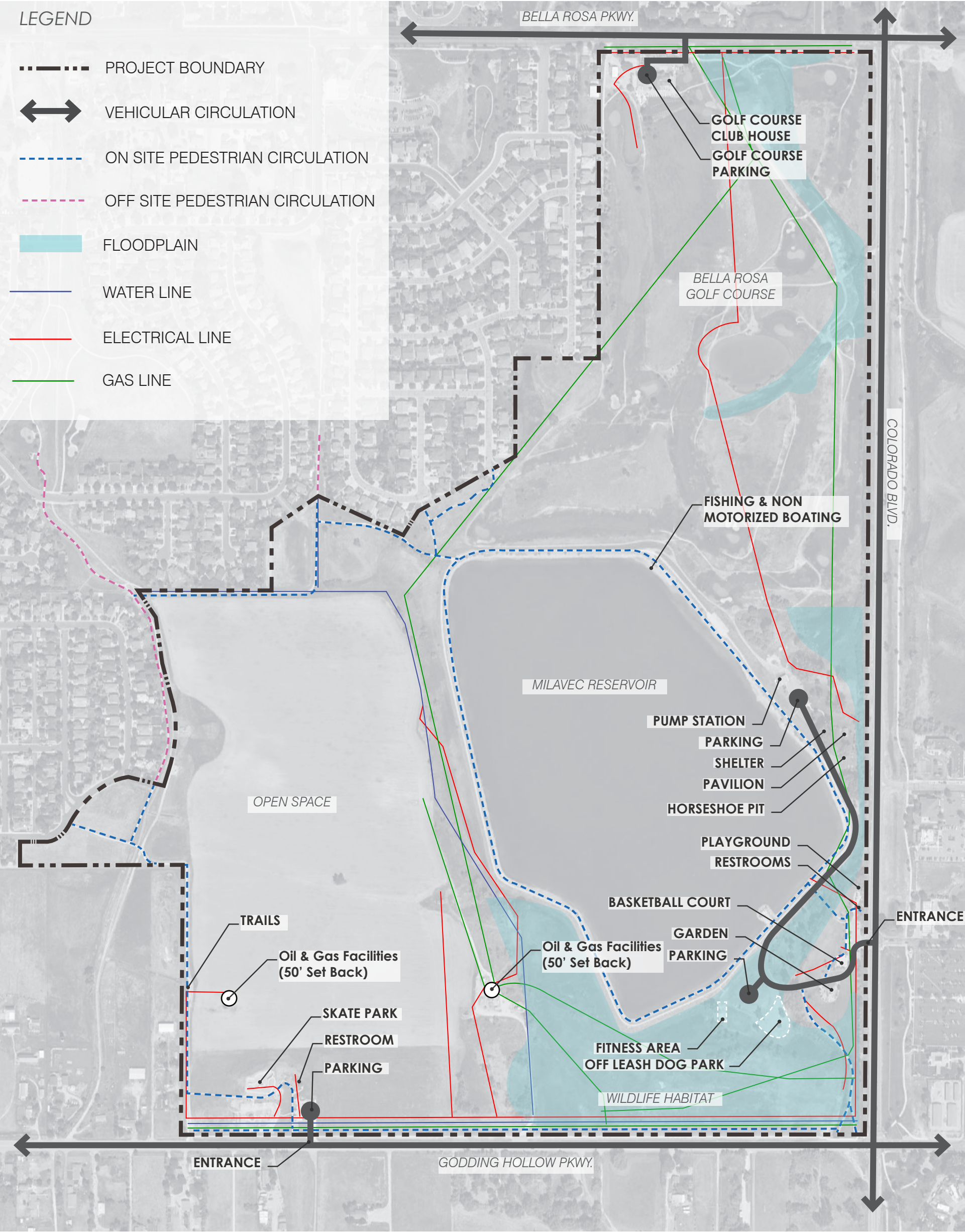
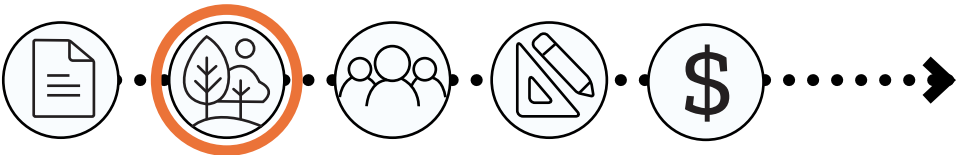
Bella Rosa Golf Course



Frederick Recreation Area Aerial

EXISTING CONDITIONS

SITE ANALYSIS PLAN



EXISTING SITE AMENITIES

- Parkland (129 acres)
- Basketball Court
- Benches
- Dog Park (off-leash)
- Fishing
- Golf Course
- Horseshoe Pit
- Interpretive Signs
- Non-motorized Boating
- Parking
- Pavilion
- Picnic Shelters
- Picnic Tables
- Playground
- Restrooms
- Fitness Court
- Trails
- Wildlife Habitat
- Skate Park
- Xeric Garden

OPPORTUNITIES AND CONSTRAINTS

The existing conditions of a site always inform a design. There are certain elements we are able to change during the process and some we have to creatively work around. Opportunities of the existing site provide a good foundation to build an idea upon and enhance the overall experience. Constraints however, are the challenges we have overcome in order to provide a safer and overall better experience in the park.

Opportunities

- Trail connections to adjacent neighborhoods
- Wetland ecosystem provides a unique opportunity for birding and wildlife
- Plenty of space to allow for various types of activities, both passive and active
- Well known existing amenities such as Milavec Reservoir, Bella Rosa Golf Course and the skate park

Constraints

- No accessibility to the reservoir trail
- Setbacks associated with the wetlands and the oil and gas structures
- Poor water quality Milavec Reservoir
- Limitations regarding construction for areas within the flood plain
- Part of the site sits in the flood plain



Existing East Park Space



Existing Skate Park



Existing Golf Cart Staging



Existing Oil and Gas Facilities



Existing Park Pavilion

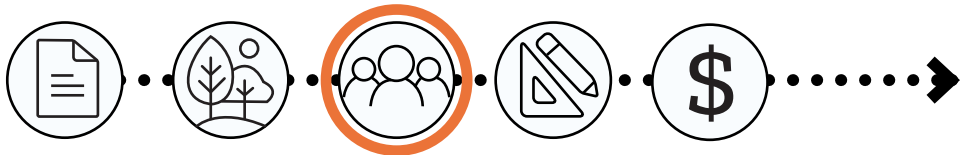




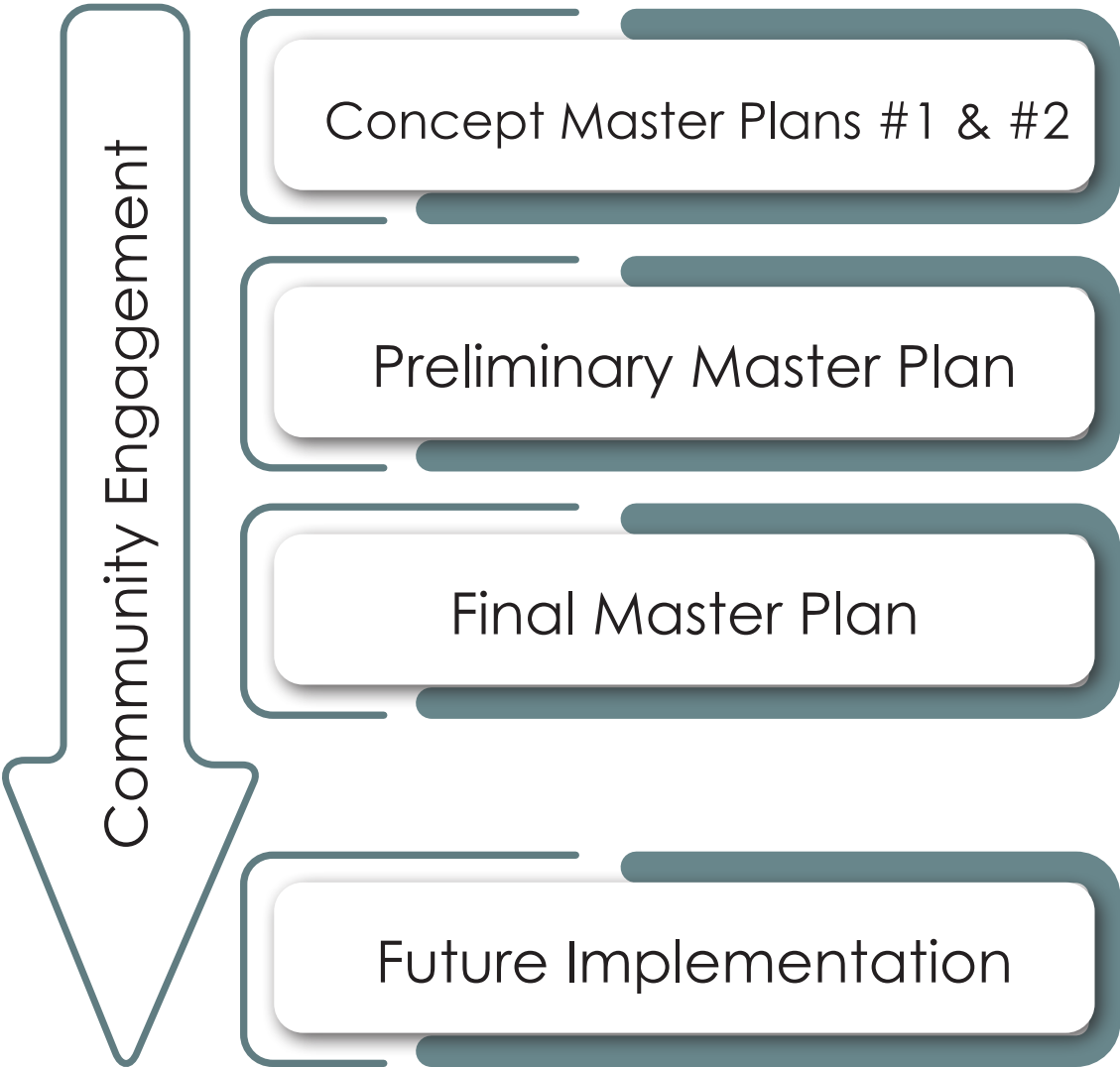
COMMUNITY ENGAGEMENT AND PLAN DEVELOPMENT



COMMUNITY ENGAGEMENT & PLAN DEVELOPMENT



DESIGN PROCESS



Community Engagement

COMMUNITY ENGAGEMENT BY THE NUMBERS



COMMUNITY ENGAGEMENT - PURPOSE

Community engagement was a critical component of the master plan process and developing a community vision for the Frederick Recreation Area. In the initial phases of design, community engagement focused heavily on learning the needs and desires of residents. It was important to understand priorities and interests of community members, which would help shape initial concepts for the plan. Community engagement in the latter phases of design provided opportunities for community members to provide more specific feedback regarding proposed program elements and site layout, or express concerns they may have. At each phase of design, community input was synthesized and used to make further design refinements leading up to the final master plan.

COMMUNITY ENGAGEMENT - METHODS

Several methods of community engagement were utilized throughout the process to reach as many people as possible.

- **WEBSITE:** A project website was publicly available to communicate progress while hosting the current plan iteration at each phase of design with opportunities for feedback
- **ONLINE SURVEY:** Early in the process an online survey was available to help source the community’s preferences for various amenities that may be proposed at FRA and provide Town Staff with valuable input that would help evaluate the needs of the growing population
- **ONLINE MAP:** As part of the initial information gathering, an interactive map was used as a tool for users to provide more detailed comments at site specific locations around FRA
- **COMMUNITY EVENTS:** In-person community engagement opportunities were crucial to the master planning effort. Outreach at several Town events including Frederick in Flight, Chainsaws and Chuckwagons, Miners Day, and Tour and Talks allowed for on-on-one dialogue with community members regarding the plan and address questions



Chainsaws and Chuckwagons



Chainsaws and Chuckwagons



Community Engagement

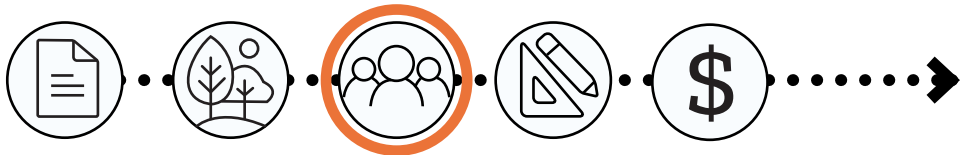


Frederick In Flight



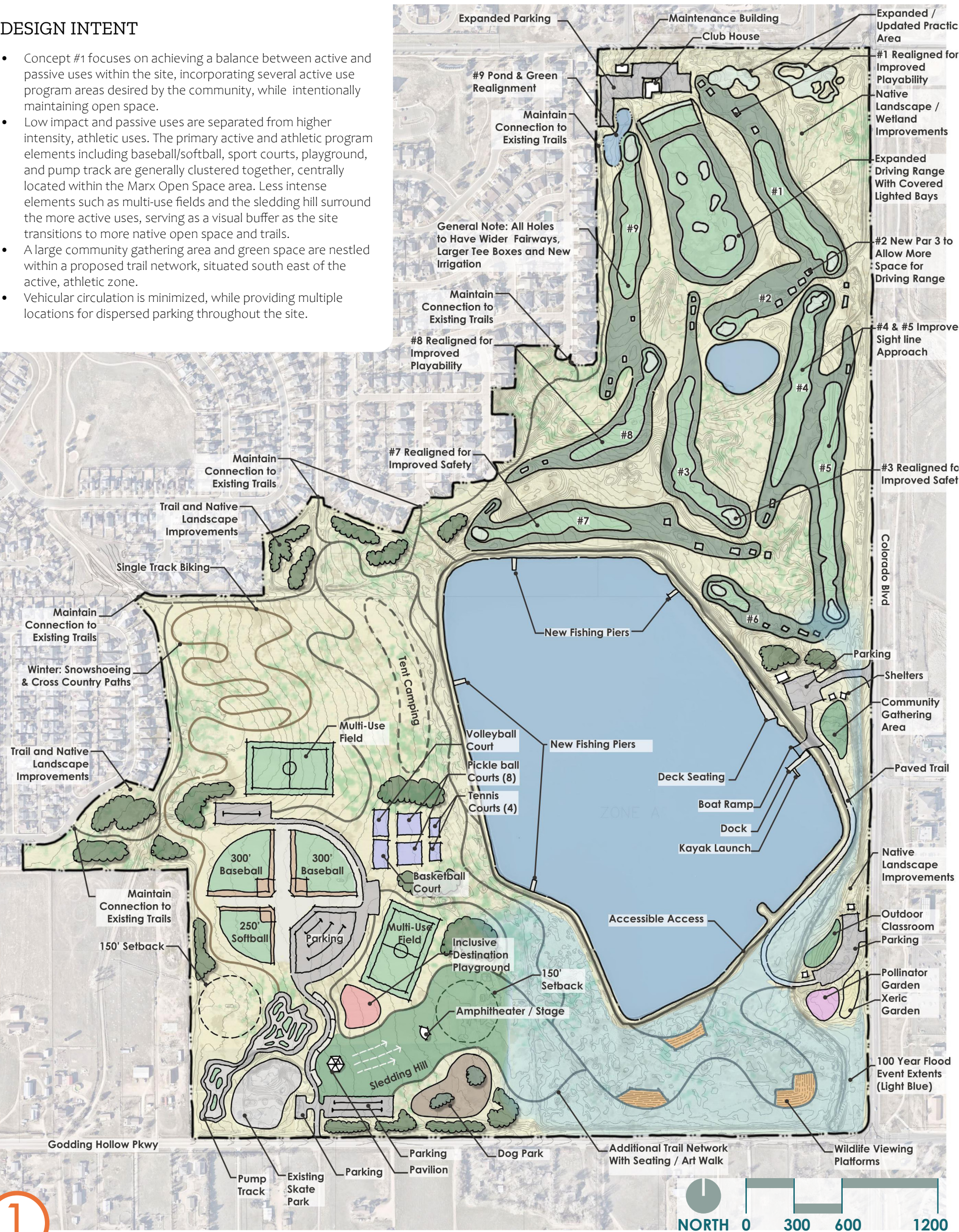
Miners Day

CONCEPT PLANS



DESIGN INTENT

- Concept #1 focuses on achieving a balance between active and passive uses within the site, incorporating several active use program areas desired by the community, while intentionally maintaining open space.
- Low impact and passive uses are separated from higher intensity, athletic uses. The primary active and athletic program elements including baseball/softball, sport courts, playground, and pump track are generally clustered together, centrally located within the Marx Open Space area. Less intense elements such as multi-use fields and the sledding hill surround the more active uses, serving as a visual buffer as the site transitions to more native open space and trails.
- A large community gathering area and green space are nestled within a proposed trail network, situated south east of the active, athletic zone.
- Vehicular circulation is minimized, while providing multiple locations for dispersed parking throughout the site.



PROGRAM ELEMENTS

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Baseball Fields (2) / Softball Fields (1)• Multi-Use Fields (2)• Tennis Courts (4)• Pickleball Courts (8)• Basketball Courts (1)• Volleyball Court (1)• Inclusive Destination Playground (1) | <ul style="list-style-type: none">• Pump Track• Dog Park (Existing Dog Park Relocated)• Kayak Launch & Fishing Piers• Sledding Hill• Camping Area• Roadside Space for Food / Event Trucks• Dispersed Parking Located Near Core Amenity Areas | <ul style="list-style-type: none">• Expanded Trail Network• Golf Course Improvements Including a New Driving Range, Practice Facility & Maintenance Area |
|--|--|---|

DESIGN INTENT

- Concept #2 also focuses on achieving a balance active between active and passive uses within the site. However, in this iteration the low impact and passive recreation areas are more integrated with higher intensity athletic uses.
- In this concept a central gathering area including an inclusive playground, water feature, and plaza/gathering area serve as the core program elements. All other program elements are arranged around this central gathering area and connected to it visually or physically. Passive and active uses are more functionally integrated together to create various nodes of activity.
- Vehicular circulation winds through the programmed areas in a more organic pattern, while providing multiple locations for dispersed parking throughout the site.

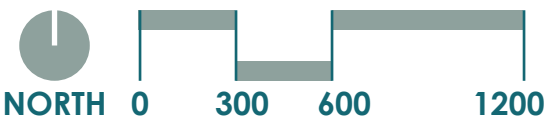


2

PROGRAM ELEMENTS

- Baseball Fields (2) / Softball Fields (1)
- Multi-Use Fields (2)
- Tennis Courts (4)
- Pickleball Courts (8)
- Basketball Courts (1)
- Volleyball Court (1)
- Inclusive Destination Playground (2)
- Pump Track
- Dog Park (Existing Dog Park Relocated)
- Kayak Launch & Fishing Piers
- Deck with taproom and rentable space
- Sledding Hill
- Disc Golf
- Dispersed Parking Located Near Core Amenity Areas
- Expanded Trail Network
- Golf Course Improvements Including a New Driving Range, Practice Facility & Maintenance Area

PRELIMINARY PLAN



Connection to Nature



Enhanced Community Space

PROGRAM ELEMENTS

- Central Plaza
- Ball Fields (4)
- Multi-Use Fields (2) with Space for Two Additional Future Fields
- Tennis Courts (2)
- Pickle Ball Courts (2)
- Basketball Court (1)
- Volleyball Court (1)
- Inclusive Destination Playground (1)
- Inclusive Nature Playground (1)
- Pump Track
- Dog Park (Existing Dog Park Relocated)
- Kayak Launch & Fishing Piers
- Sledding Hill
- Disc Golf
- Dispersed Parking Located Near Core Amenity Areas
- Expanded Trail Network
- Trail Network with Wildlife Viewing Platforms
- Golf Course Improvements Including a New Driving Range, Practice Facility & Maintenance Area



Multi-functional Baseball / Softball Fields



Expanded Trail Network

DESIGN INTENT

- The Preliminary Master Plan synthesized the community feedback received on Concepts #1 and #2, combining attributes and strengths from each.
- The plan more tightly clusters the active recreational elements around a central gathering area, responding to the community input supporting the vision of a central gathering area, while strengthening the relationship of spaces that felt too far apart. The more consolidated layout also allows for larger swaths of open space with opportunities for an enhanced trail network.
- Through the community engagement efforts and coordination with the Carbon Valley Recreation District, it was determined that four baseball/ softball fields should be planned for while the quantity of other sport courts could be reduced.
- Additional refinements based on community input included the addition of more parking, the integration of green space and shade between amenity areas, and an expanded trail network connecting the various zones of Frederick Recreation Area.
- Community input also led to the clustering of active amenities closer to Godding Hollow Pkwy., while passive and areas act as “buffers” next to neighborhoods.



Shaded Gathering Space



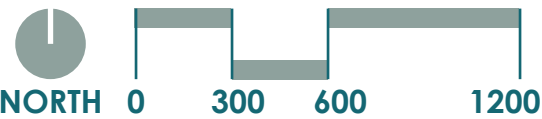
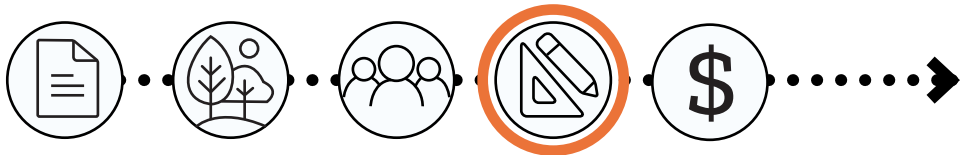


FINAL MASTER PLAN



FINAL MASTER PLAN

OVERALL MASTER PLAN



PROGRAM ELEMENTS

- New maintenance area at Bella Rosa Golf Course
- New driving range and practice area
- Inclusive nature play area
- Hammock area
- Xeric garden
- Pollinator garden
- Improved water quality
- Pier, dock, and accessible kayak launch
- Fishing piers (2)
- Accessible lake access
- Native landscape improvements
- Multi-use fields (2)
- Ballfields (4)
- Pickleball courts (4)
- Tennis courts (2)
- Half court basketball (2)
- Full court basketball
- Pump track
- Fitness court
- Community gathering areas
- Inclusive destination playground
- Sledding hill
- Splash pad
- Single track bike paths
- Trails

DESIGN INTENT

- Improve existing amenities and facilities of the Frederick Recreation Area. It is important to the Town and it’s residents to care for the existing amenities before constructing new.
- Encourage multi-generational use of the park and enhance the user’s experience by providing a variety of active and passive recreational opportunities.
- Prioritize connectivity throughout the park, maintaining critical connections to adjacent neighborhoods and additional trails to connect the various park areas.
- Provide a variety of seating and gathering areas for community gathering, large groups, small groups, or individuals.
- Provide space for programmed and un-programmed recreational activities. Cluster more intense uses around a central gathering area while strategically planning passive uses and trail networks through open space and around environmentally sensitive areas.
- Renovate and enhance the facilities at Bella Rosa Golf Course to improve operations and maintenance and the playability of the course.
- Provide improved and additional access points to the park. Prioritize and improve the accessibility within the site.

ADDITIONAL CONSIDERATIONS

- As the project will disturb more than one acre of land, a Stormwater Management Plan (SWMP) is required, along with state and local permits.
- The increase in impervious surfaces also necessitates a comprehensive stormwater study to address drainage, detention, and water quality requirements.
- The project also calls for the removal of an existing oil and gas facility and associated infrastructure located southwest of the reservoir.
- Utility requirements include water, sanitary sewer or an on-site wastewater disposal system, electricity, and potentially natural gas. According to the survey, there is no evidence of sanitary sewer service to the site. However, water and electricity are available to the north, near Bella Rosa Parkway, and to the south, along Godding Hollow Parkway.



Accessible Kayak Launch



Bella Rosa Golf Course Improvements



Themed Universal Playground



Enhanced Amenities



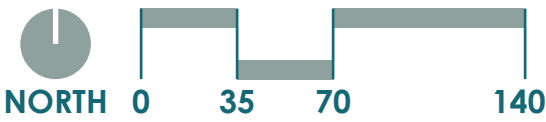
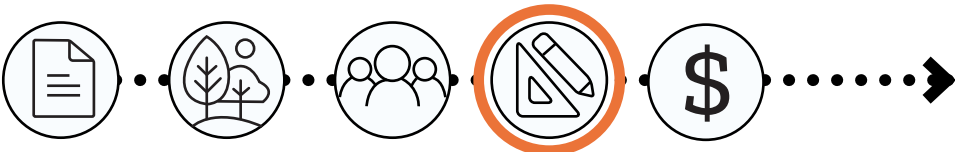
Turf Conversion



Native Planting

FINAL MASTER PLAN

GOLF COURSE ENLARGEMENT



PROGRAM ELEMENTS

- Driving range
- Covered, heated and lit driving range bays (28)
- Practice green
- Short-game practice area
- Patio extension
- Parking lot extension
- Cart staging area
- New access drive off of Bella Rosa Pkwy.

DESIGN INTENT

- Provide additional parking to the east of the club house.
- Install a new practice putting green (over 12,000 square feet) nearly double the size of what is currently available.
- Expand outdoor seating opportunities, prioritizing connectivity between the clubhouse and practice areas.
- Improve circulation throughout the south side of the clubhouse area providing opportunities for car staging and adequate space for pedestrian and cart use.
- Add (28) tee stations within a modified layout of the driving range. An artificial turf strip (tee line) at the back of the tee will allow for additional use off-hours and off-season while reserving grass tee spaces for peak season or special events.
- Build a new short-game practice area that allows for more diverse opportunities (e.g. short game practice for uphill, downhill, side-hill, fairway, rough, bunker, high flop, low runner, etc.). This area is separated from the core clubhouse area to provide a sense of privacy without sacrificing visual control from the pro shop.



Golf Cart Staging

ADDITIONAL CONSIDERATIONS

- The plan considers improvements and/or expansion of Bella Rosa Parkway. The proposed ingress/egress off of Bella Rosa Pkwy is intended to be aligned with Wetland Loop to the north
- This phase also includes the installation of new concrete walkways and cart paths, asphalt parking expansion, and landscaping.
- The project will utilize existing water, sanitary sewer, electricity, and natural gas connections.
- The clubhouse area consists of approximately 15 acres. The 1-acre threshold of land disturbance will be exceeded, triggering the requirement for a Stormwater Management Plan (SWMP) along with state and local permits. Additionally, the increase in impervious surfaces necessitates a stormwater study evaluate the need for detention and stormwater quality measures.



Driving Range With Heated Bays



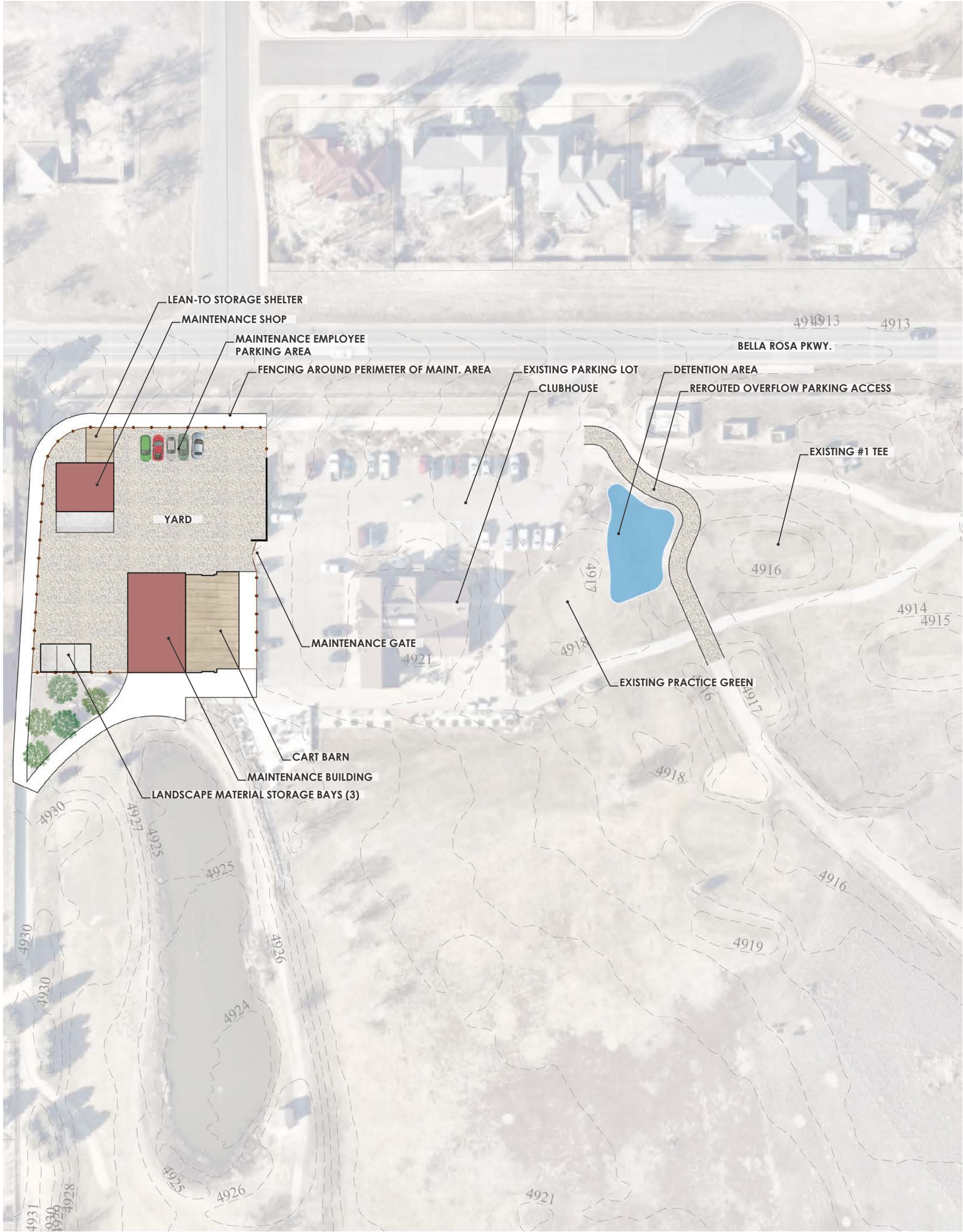
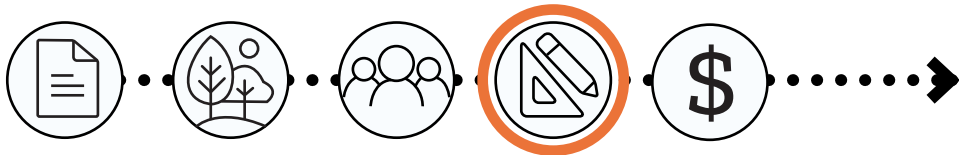
Practice Area



Outdoor Seating

FINAL MASTER PLAN

MAINTENANCE AREA IMPROVEMENTS



PROGRAM ELEMENTS

- New maintenance buildings (2)
- Cart barn
- Landscape material storage bays (3)
- Lean-to storage shelter
- Maintenance employee parking

DESIGN INTENT

- Demolish the existing maintenance facilities and construct a new maintenance building and cart barn for a more functional, safe, and efficient operations. Locations of the new buildings are strategically located so not to be affected by any future improvements and/or expansion of Bella Rosa Parkway.
- Provide open material storage areas that may also serve as employee or overflow parking.
- Improve site circulation for operations including material drop off to the maintenance area.

ADDITIONAL CONSIDERATIONS

- The project requires connections for water, sanitary sewer, electricity, and potentially natural gas. A water tap, of unknown size (as referenced in the survey provided by DM), currently services the existing maintenance facility from a water main adjacent to Bella Rosa Parkway
- The construction will disturb approximately 6 acres of land. As this exceeds the 1-acre threshold, a Stormwater Management Plan (SWMP) is required, along with both state and local permits. Additionally, the increase in impervious surfaces necessitates a stormwater study to evaluate the need for detention and stormwater quality measures.



Outdoor Storage



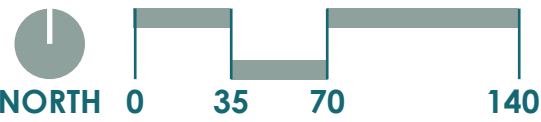
Cart Barn



Maintenance Building

FINAL MASTER PLAN

EAST PARK ENLARGEMENT PLAN



PROGRAM ELEMENTS

- Nature play area
- Hammock area
- Gathering areas
- Xeric garden
- Pollinator garden
- New asphalt and gravel parking
- Accessible pedestrian ramp to reservoir trail
- Concrete pedestrian trails
- Fishing pier
- Kayak launch
- Floating dock

DESIGN INTENT

- Reconfigure drive aisle and parking at the main entrance along Colorado Blvd. to slow moving traffic and increase pedestrian safety.
- Provide additional parking to the southwest including accessible spaces for reservoir trail access. Eliminate the existing fitness court as part of this expansion.
- Convert large expanses of under utilized turf to native grass to conserve water.
- Relocate demonstration garden to a more visible and functional location. Construct a pollinator garden as an extension of the garden and complement it’s passive and educational purpose.
- Replace the existing playground with a nature play area that is representative of the park’s aesthetic and provides a dynamic play experience.
- Construct an accessible trail up to the existing reservoir trail. Currently there is only stair access.
- Provide an accessible kayak launch and fishing pier to accommodate a variety of abilities.
- Provide additional picnic areas with interconnecting accessible trails.



Accessible Kayak Launch



Shade



Hammock Area

ADDITIONAL CONSIDERATIONS

- Earthwork will be required in this area to develop new parking areas and roads.
- Utility requirements include existing water, electricity, and sanitary sewer or an on-site wastewater disposal system servicing the existing restroom.
- This area of the master plan includes the construction an improved bridge for traffic access to parking across the existing ditch.



Pollinator Garden



Nature Play



Connectivity

FINAL MASTER PLAN

CENTRAL PLAZA ENLARGEMENT PLAN



PROGRAM ELEMENTS

- Dog park
- Multi-use synthetic turf fields
- Pickleball courts (4)
- Tennis courts (2)
- Gathering areas and pavilions
- Flexible lawn areas
- Colored interpretive walk with wetland education and native plants
- Streambed themed splash pad
- Accessible destination playground
- Pedestrian promenade
- Elevated treehouse pavilion
- Arboretum
- Sledding hill
- Bike park
- Half-court basketball court (2)
- Full-court basketball court (1)
- Synthetic turf ballfields (4)

DESIGN INTENT

- Create a central gathering space that links a variety of activities together, intermixing passive and active uses and increasing the multi-generational use of the park.
- Celebrate the natural context of the site through a wetland themed destination playground, planting and connecting trail network.
- Construct a sledding hill that serves as the high point of the park with extended views and connects to the wetland themed area to the east. The hill abstractly marks the beginning of the water’s journey from the “top of the mountain” before it flows to the stream bed and wetland area below.
- Provide strong pedestrian corridors that connect activity areas. A pedestrian promenade around the ballfields and central axis through the central gathering space serve as organizational elements of the park while juxtaposing the organic paths of the central gathering area.
- Provide a multitude of spaces for community, large group, and small group gathering.
- Disperse parking to serve larger recreational amenities such as the dog park and multi-use fields that are not directly adjacent to the central gathering space.
- Strategically plant the area to provide an abundance of shade, help define “rooms” and areas of rest within the park, and enhance the wetland theme of the park and playground.

ADDITIONAL CONSIDERATIONS

- As the project will disturb more than one acre of land, a Stormwater Management Plan (SWMP) is required, along with state and local permits. The increase in impervious surfaces also necessitates a comprehensive stormwater study to address drainage, detention, and water quality requirements.
- The project also calls for the removal of an existing oil and gas facility and associated infrastructure located southwest of the reservoir.
- Utility requirements for this area include existing water, electricity, and sanitary sewer or an on-site wastewater disposal system servicing the existing restroom. According to the survey, there is no evidence of sanitary sewer service to the site. However, water and electricity are available to the north, near Bella Rosa Parkway, and to the south, along Godding Hollow Parkway.



Water Play



Sledding Hill



Dog Park



Community Gathering Space



Destination Play



PERSPECTIVE RENDERINGS

November 2024

- BIKE PARK
- DOG PARK
- SLEDDING HILL
- LOOP ROAD AND PARKING
- BALLFIELD COMPLEX
- MULTI-USE FIELDS
- CENTRAL PLAZA

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Town of Frederick



PERSPECTIVE RENDERINGS

November 2024

- BALLFIELD COMPLEX
- LOOP ROAD AND PARKING
- MULTI-USE FIELDS
- BIKE PARK
- CENTRAL PLAZA
- DOG PARK
- SLEDDING HILL

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Frederick Recreation Area - Master Plan



PERSPECTIVE RENDERINGS

November 2024

- UNIVERSAL DESTINATION PLAYGROUND
- GATHERING AREAS AND PAVILIONS
- SLEDDING HILL
- CENTRAL PLAZA

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Town of Frederick



PERSPECTIVE RENDERINGS

November 2024

- BELLA ROSA GOLF COURSE
- TRAILS
- CONCRETE CART PATHS



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Frederick Recreation Area - Master Plan



PERSPECTIVE RENDERINGS

November 2024

- SLEDDING HILL
- GATHERING AREAS AND PAVILIONS
- BASKETBALL COURTS
- UNIVERSAL DESTINATION PLAYGROUND



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Town of Frederick



PERSPECTIVE RENDERINGS

November 2024

- TENNIS COURTS
- PICKLEBALL COURTS
- LOOP ROAD AND PARKING
- MULTI-USE FIELDS
- CENTRAL PLAZA

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Frederick Recreation Area - Master Plan

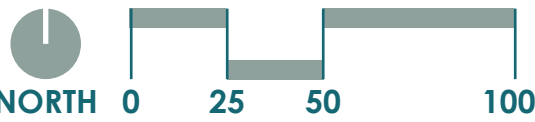
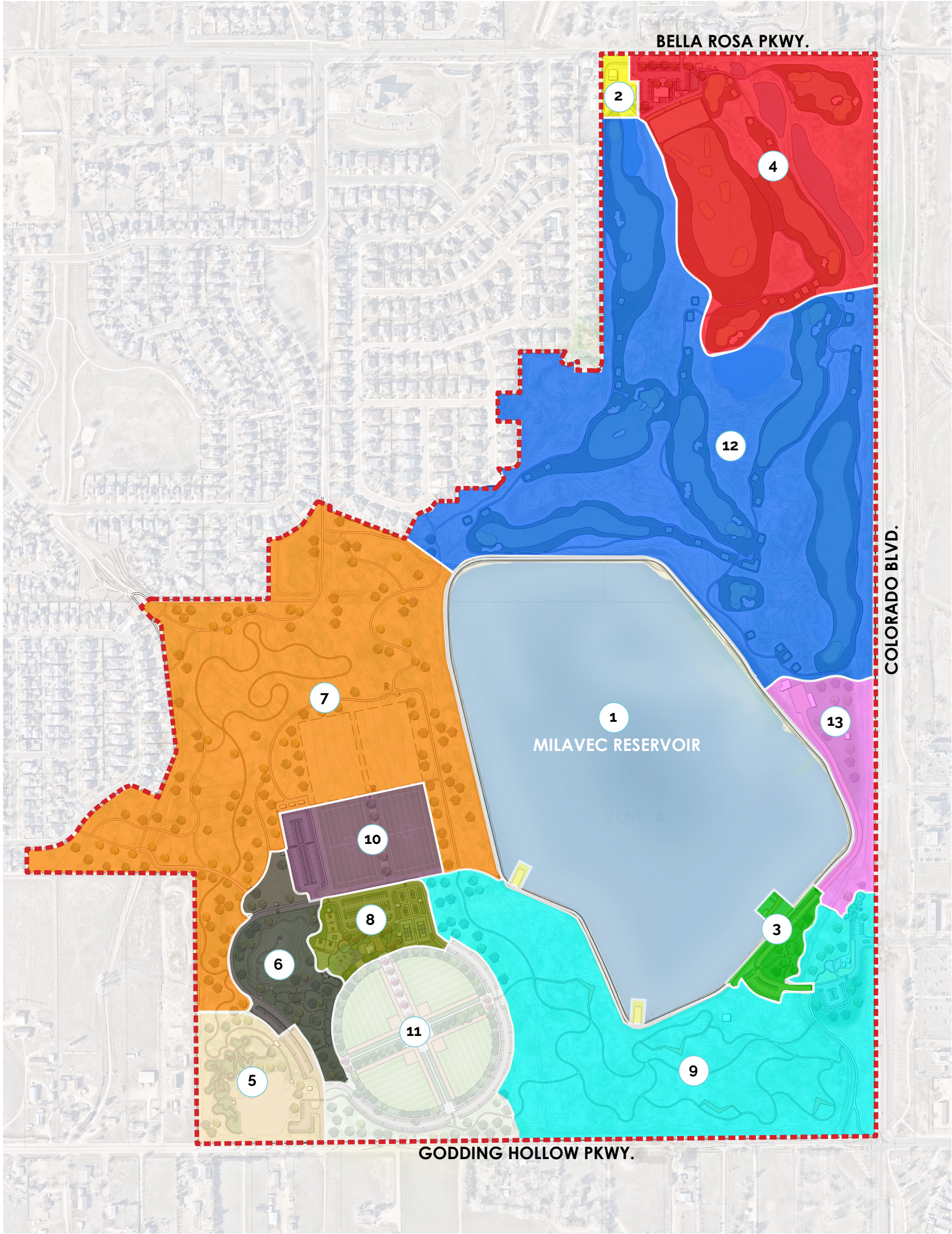
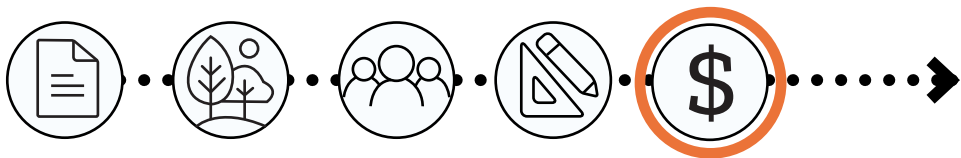




PHASING PLAN & OPINION OF PROBABLE COSTS



PHASING PLAN





SUMMARY

Through collaboration with the Town of Frederick, the Consultant Team outlined a thirteen-stage phasing plan to guide the implementation of the Frederick Recreation Area Master Plan. The order of the phasing takes into consideration the Town’s future budgetary and funding resources, practical sequencing of construction, and addresses improvements to existing areas of the site before constructing new amenities.

The overall Base Bid Construction Subtotal for all thirteen phases of construction is **\$46,473,799**. Once additional fees are considered including construction surveying, bonding and mobilization, construction contingency and design fees for construction documents, a grand total for Base Bid Construction is **\$60,802,951**.

Fishing at Milavec Reservoir

PHASE 1 MILAVEC RESERVOIR WATER QUALITY IMPROVEMENTS (ONGOING)	\$113,025
PHASE 2 MAINTENANCE BUILDINGS, CART BARN, LANDSCAPE MATERIAL STORAGE BAYS, LEAN-TO STORAGE SHELTER, EMPLOYEE PARKING	\$5,202,617
PHASE 3 GRAVEL PARKING, ACCESSIBLE PEDESTRIAN RAMP TO RESERVOIR TRAIL, CONCRETE PEDESTRIAN TRAILS, FISHING PIER, KAYAK LAUNCH, FLOATING DOCK, PICNIC AREAS	\$1,262,588
PHASE 4 DRIVING RANGE, COVERED, HEATED AND LIT DRIVING RANGE BAYS, PRACTICE GREEN, SHORT-GAME PRACTICE AREA, PATIO EXTENSION PARKING LOT EXTENSION, CART STAGING AREA, ACCESS DRIVE OFF OF BELLA ROSA PKWY.	\$4,649,900
PHASE 5 PUMP TRACK, SINGLE TRACK BIKE PATHS, TRAILS, DRIVE LANE AND PARKING	\$2,773,757
PHASE 6 DOG PARK, GATHERING AREAS AND PAVILIONS, FLEXIBLE LAWN AREAS, PEDESTRIAN PROMENADE, ELEVATED TREEHOUSE PAVILION, ARBORETUM, SLEDDING HILL	\$4,452,498
PHASE 7 TRAILS, NATIVE GRASS CONVERSION	\$4,286,146
PHASE 8 PICKLEBALL COURTS, TENNIS COURTS, GATHERING AREAS AND PAVILIONS, FLEXIBLE LAWN AREAS, COLORED INTERPRETIVE WALK WITH WETLAND EDUCATION AND NATIVE PLANTS, STREAMBED THEMED SPLASH PAD, UNIVERSAL DESTINATION PLAYGROUND, PEDESTRIAN PROMENADE, HALF-COURT BASKETBALL COURT, FULL-COURT BASKETBALL COURT, DRIVE ISLE, PARKING, FITNESS AREA	\$6,942,369
PHASE 9 NATURE PLAY AREA, HAMMOCK AREA, GATHERING AREAS, XERIC GARDEN, POLLINATOR GARDEN, PARKING, TRAILS, NATIVE GRASS CONVERSION, NATURE VIEWING PLATFORMS	\$3,030,005
PHASE 10 MULTI-USE SYNTHETIC TURF FIELDS, GATHERING AREAS AND PAVILIONS, PARKING	\$6,885,402
PHASE 11 BASEBALL/SOFTBALL COMPLEX, GATHERING AREAS AND PAVILIONS, DRIVE ISLE, PARKING	\$16,881,096
PHASE 12 RENOVATION TO GOLF HOLES #3-#9, CONCRETE CART PATHS	\$4,323,542
PHASE 13 POTENTIAL FUTURE WATER TREATMENT AREA	TBD

SOURCES OF FUNDING

The Town of Frederick has a broad variety of funding sources available to support improvements within the FRA. These diverse funding sources provide substantial flexibility in financing the FRA Phasing Plan.



Governmental Funds



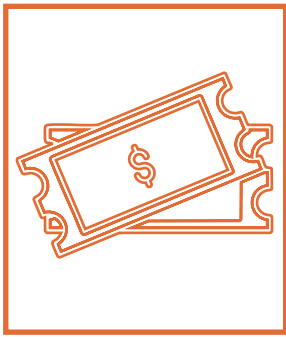
Grants



Public-Private Partnerships (PPPs)

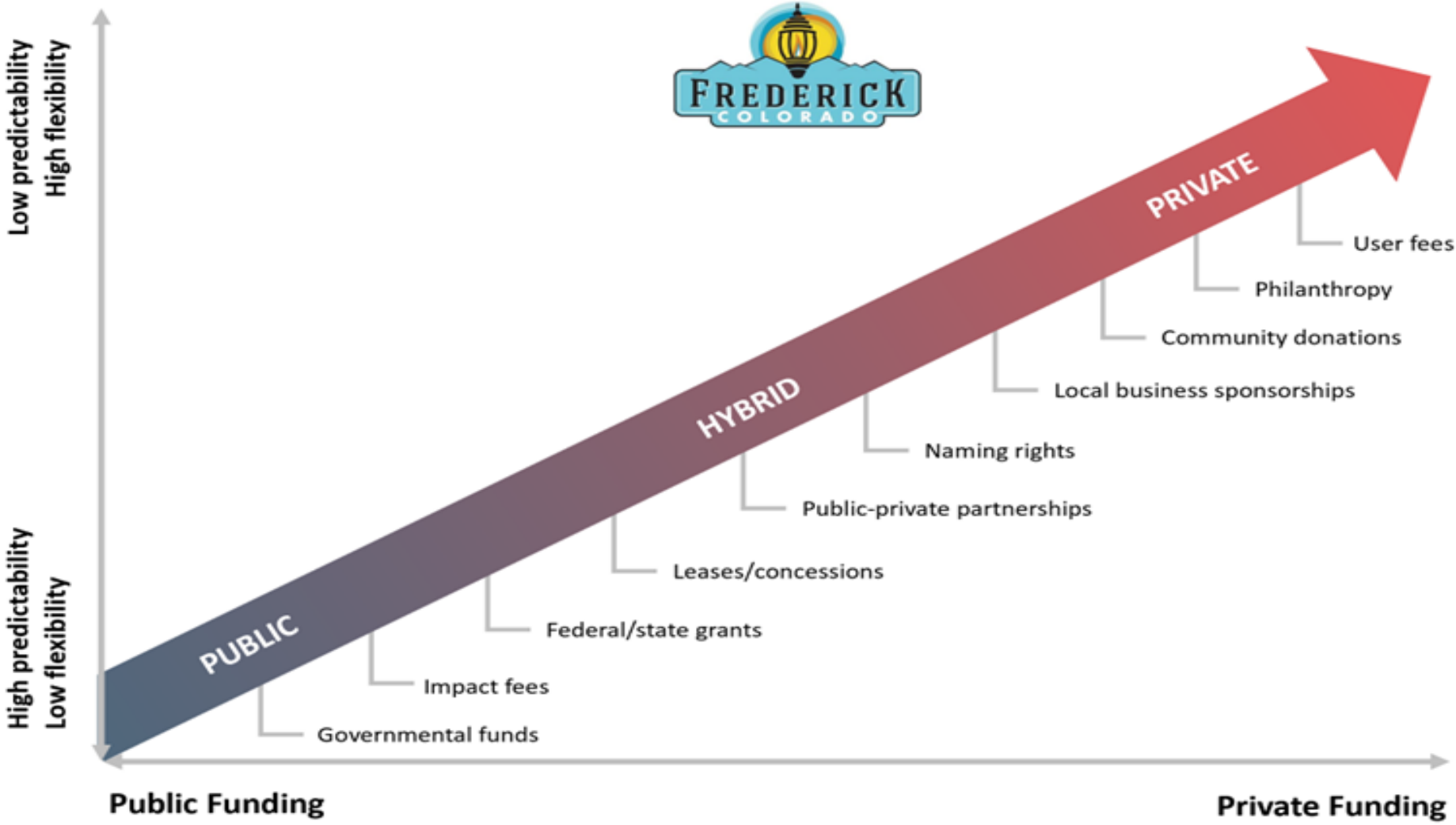


Philanthropy



User Fees

Funding Mechanisms



PARKS FUNDING FRAMEWORK

A strategic funding framework can be useful for designing funding strategies for each phase of FRA development. The funding framework proposed here uses a continuum of benefit types to identify the most appropriate funding sources for each phase of FRA development. By matching funding sources with the benefits created by each phase, Frederick can create a sound funding strategy for achieving the multi-decade infrastructure goals laid out in the Phasing Plan as shown in Figure I-1.

The framework shown in Figure I-1 is built around the distinction between public, private, and public-private (i.e. hybrid) benefits. In parks planning, public, private, and hybrid benefits refer to how different members of the community benefit from park infrastructure and amenities:

- Public benefits are those that are available to everyone, such as public access to open spaces, trails, and playgrounds. These benefits aim to enhance the well-being of the entire community, promoting equity, environmental preservation, and social engagement.
- Private benefits, in comparison, are specific to individuals or groups who directly pay for exclusive or enhanced use of park amenities. Examples include privately rented event spaces, membership-based sports facilities, or services like concession-operated activities.
- Hybrid benefits combine elements of both public and private advantages, where public amenities may be funded or managed through public-private partnerships. These benefits often involve a mix of public access and user fees, such as community recreation centers operated by private entities but accessible to the public for a reduced cost. This approach can expand services while sharing the financial responsibility between public and private stakeholders.

TYPES OF AMENITIES

To effectively identify funding sources for each development phase of FRA, it is critical to understand how different types of amenities and benefits align with potential sources of funding or other support.

- Revenue generating amenities
- Community oriented amenities
- Environmental amenities
- Infrastructure and accessibility projects

APPLYING THE FUNDING FRAMEWORK

The Town of Frederick has several potential funding options it can consider for the phased development of FRA, including public, private, and hybrid funding. These steps ensure that suitable funding mechanisms are selected for each phase, while still allowing for flexibility if and when the FRA Phasing Plan is updated. See the full framework in the appendices of this document for more details.

- Review the FRA Phasing Plan and Current Phase**
 - What are the primary objectives of the phase?
 - What types of projects are involved (e.g., infrastructure, recreational amenities, environmental amenities)?
- Identify the Types of Amenities and Benefits**
 - Revenue-generating amenities (e.g., sports fields, golf courses), which have the potential to generate direct revenue and attract support from both public and private sources.
 - Community amenities (e.g., playgrounds, dog parks), which do not usually generate revenue but improve residents’ quality of life.
 - Environmental amenities (e.g., trails, water quality improvements), which offer ecological benefits and often qualify for conservation-focused grants and philanthropic support.
- Match Funding Mechanisms to Amenity Types**
 - Are there public funding options (e.g., grants, impact fees) that align with these projects?
 - Can private funding (e.g., sponsorships, naming rights, donations) support the financial requirements?
 - Could a hybrid approach, like a public-private partnership (PPP), provide support for capital and operational costs?
- Compare Funding Availability with Funding Requirements**
 - How much funding is available from each identified source?
 - How much funding is required to successfully complete the phase?
 - What is the difference between available funding and required funding?
 - What other options are available to funding gaps, if they exist?

PHASE 1



PROGRAM ELEMENTS

- Milavec Reservoir water quality improvements (ongoing)

SUMMARY

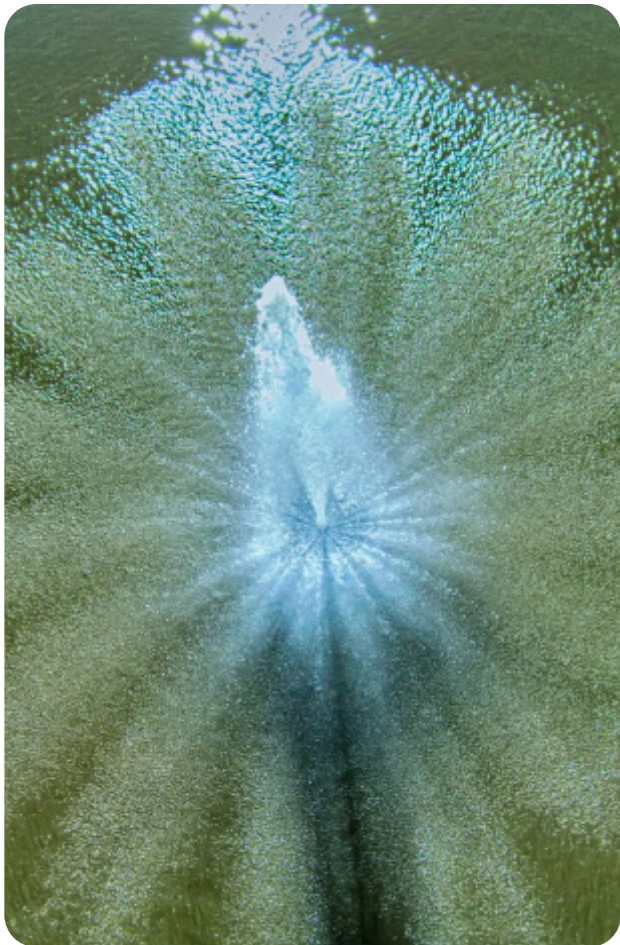
- Investments were made in 2024 to kick-start this phase, but ongoing resources will continue to be provided to maintain new equipment added in 2024 and to continue managing and treating the reservoir into the future.
- The phase Includes adding equipment and using chemical treatments to improve water quality and enhance ecological health.
- Improvements create significant community and environmental benefits for recreational users and the community’s water resources.



Milavec Reservoir



Milavec Reservoir



Water Quality Measures

OPINION OF PROBABLE COSTS

PHASE 1 - Milavec Reservoir Water Quality Improvements

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL SITEWORK				
Ultrasonic Algae Photosynthesis Blockers	1.00	LS	\$27,400.00	\$27,400.00
Supplemental Sulfuric Acid Addition	1.00	YR	\$28,800.00	\$28,800.00
Supplemental Aluminum Salts Addition	1.00	YR	\$26,300.00	\$26,300.00
			Subtotal	\$82,500.00
BASE BID CONSTRUCTION SUBTOTAL				\$82,500.00
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$9,900.00
CONSTRUCTION CONTINGENCY	10.0%	EA		\$8,250.00
DESIGN CONTINGENCY	15.0%	EA		\$12,375.00
BASE BID CONSTRUCTION GRAND TOTAL				\$113,025.00
TOTAL NEEDED FOR BIDDING				\$113,025.00



PHASE 2



KEY PROGRAM ELEMENTS

- Maintenance buildings (2)
- Cart barn
- Landscape material storage bays (3)
- Lean-to storage shelter
- Maintenance employee parking

SUMMARY

- This phase demolishes the existing maintenance facilities and constructs a new maintenance building and cart barn. The locations of the new buildings are strategically placed so not to be affected by any future improvements and/or expansion of Bella Rosa Parkway. The work in this phase also improves circulation for operations, including for material handling and storage.
- Phasing the maintenance facilities together promotes congruous design and addresses the most immediate need of the golf course. This construction will also be beneficial for staff to utilize during future phases of construction on the golf course.



Course Maintenance





Maintenance Building

OPINION OF PROBABLE COSTS

PHASE 2 - Golf Maintenance Area

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	1000.00	LF	\$5.45	\$5,450.00
TREE PROTECTION FENCE	500.00	LF	\$3.50	\$1,750.00
TRAFFIC CONTROL	1.00	LS	\$5,000.00	\$5,000.00
			Subtotal	\$12,200.00
DEMO				
DEMO EXISTING AND DISPOSE OF CONC. WALKS AND PADS	3580.00	SF	\$2.75	\$9,845.00
DEMO EXISTING MAINTENANCE BUILDINGS	1.00	LS	\$75,000.00	\$75,000.00
DEMO EXISTING FENCING	350.00	LF	\$10.00	\$3,500.00
			Subtotal	\$88,345.00
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	1240.00	CY	\$30.00	\$37,200.00
FINE GRADING	1240.00	CY	\$15.00	\$18,600.00
STRIP AND STOCKPILE TOPSOIL	0.75	AC	\$3,500.00	\$2,625.00
CLEAR AND GRUB	33460.00	SF	\$0.18	\$6,022.80
			Subtotal	\$64,447.80
EROSION CONTROL				
VEHICLE TRACKING CONTROL, STAGING AREA, WASHOUT	1.00	LS	\$8,000.00	\$8,000.00
EROSION CONTROL BMPs, INLET PROTECTION, ROCK SOCKS	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$18,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	3300.00	SF	\$12.00	\$39,600.00
CRUSHER FINES - STABILIZED	2810.00	SF	\$3.50	\$9,835.00
ROAD BASE - CLASS 6	1796.00	SY	\$28.00	\$50,288.00
6"X6" CONCRETE EDGER	33.00	LF	\$30.00	\$990.00
8" PVC STORM PIPE	115.00	LF	\$55.00	\$6,325.00
			Subtotal	\$107,038.00
SITE AMENITIES AND FURNISHINGS				
LARGE MAINTENANCE BUILDING + UTILITIES	1.00	LS	\$2,500,000.00	\$2,500,000.00
SMALL MAINTENANCE BUILDING + UTILITIES	1.00	LS	\$750,000.00	\$750,000.00
CART BARN	1.00	LS	\$200,000.00	\$200,000.00
PERIMETER FENCE	575.00	LF	\$60.00	\$34,500.00
MAINTENANCE GATE	1.00	EA	\$11,000.00	\$11,000.00
LANDSCAPE MATERIAL STORAGE BAYS	1.00	LS	\$12,000.00	\$12,000.00
			Subtotal	\$3,507,500.00
BASE BID CONSTRUCTION SUBTOTAL				\$3,797,530.80
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$455,703.70
CONSTRUCTION CONTINGENCY	10.0%	EA		\$379,753.08
DESIGN CONTINGENCY	15.0%	EA		\$569,629.62
BASE BID CONSTRUCTION GRAND TOTAL				\$5,202,617.20
TOTAL NEEDED FOR BIDDING				\$5,202,617.20



Governmental Funds



User Fees

PHASE 3



KEY PROGRAM ELEMENTS

- Gravel parking
- Accessible pedestrian ramp to reservoir trail
- Concrete pedestrian trails
- Fishing pier
- Kayak launch
- Floating dock
- Picnic areas

SUMMARY

- Phase 3 includes an accessible trail up to the existing reservoir trail where there is currently only stair access. It also provides an accessible kayak launch, fishing pier, and floating dock to increase use of the reservoir. Lastly, it improves the picnic facilities and provides a new concrete trail network.
- These items are included in phase 3 because they address immediate concerns with existing amenities. It was heard throughout public engagement that improving the assets the park already has was a priority. It also makes sense to improve aquatic amenities after increasing the reservoir water quality in phase 1.



Picnic Areas



Accessible Routes



OPINION OF PROBABLE COSTS

PHASE 3 - ACCESSIBLE ROUTE TO RESERVOIR TRAIL, FLOATING DOCK, FISHING PIERS,
PICNIC AREA

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	1345.00	LF	\$5.45	\$7,330.25
TREE PROTECTION FENCE	2700.00	LF	\$3.50	\$9,450.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$26,780.25
DEMO				
DEMO EXISTING AND DISPOSE OF CONC. WALKS AND PADS	690.00	SF	\$2.75	\$1,897.50
DEMO EXISTING DOG PARK	1.00	LS	\$29,000.00	\$29,000.00
DEMO EXISTING FITNESS COURT	1.00	LS	\$5,000.00	\$5,000.00
RELOCATE EXISTING BOULDERS	1.00	LS	\$1,500.00	\$1,500.00
			Subtotal	\$37,397.50
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	3200.00	CY	\$30.00	\$96,000.00
FINE GRADING	3200.00	CY	\$15.00	\$48,000.00
STRIP AND STOCKPILE TOPSOIL	2.00	AC	\$3,500.00	\$7,000.00
CLEAR AND GRUB	88500.00	SF	\$0.18	\$15,930.00
			Subtotal	\$166,930.00
EROSION CONTROL				
VEHICLE TRACKING CONTROL, STAGING AREA, WASHOUT	1.00	LS	\$10,000.00	\$10,000.00
EROSION CONTROL BMPs, INLET PROTECTION, ROCK SOCKS	1.00	LS	\$15,000.00	\$15,000.00
			Subtotal	\$25,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	17400.00	SF	\$12.00	\$208,800.00
ROAD BASE - CLASS 6	1000.00	SY	\$28.00	\$28,000.00
6"X6" CONCRETE EDGER	130.00	LF	\$30.00	\$3,900.00
FLOATING DOCK	2400.00	SF	\$50.00	\$120,000.00
			Subtotal	\$360,700.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	5.00	EA	\$150.00	\$750.00
PICNIC TABLES - SQUARE	7.00	EA	\$2,600.00	\$18,200.00
SHADE SHELTERS	7.00	EA	\$10,000.00	\$70,000.00
FISHING PIER PAVILLION	1.00	EA	\$80,000.00	\$80,000.00
			Subtotal	\$168,950.00
LANDSCAPE				
TREES ORNAMENTAL	2.00	EA	\$800.00	\$1,600.00
TREES DECIDUOUS	2.00	EA	\$850.00	\$1,700.00
TREES EVERGREEN	2.00	EA	\$1,000.00	\$2,000.00
SHREDDED WOOD MULCH	150.00	SF	\$2.00	\$300.00
SOIL PREP AND TURFGRASS	37300.00	SF	\$1.80	\$67,140.00
IRRIGATION - ROTOR	37300.00	SF	\$1.00	\$37,300.00
SOIL PREP AND NATIVE SEED	21500.00	SF	\$0.60	\$12,900.00
IRRIGATION - NATIVE ROTOR	21500.00	SF	\$0.60	\$12,900.00
			Subtotal	\$135,840.00
BASE BID CONSTRUCTION SUBTOTAL				\$921,597.75
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$110,591.73
CONSTRUCTION CONTINGENCY	10.0%	EA		\$92,159.78
DESIGN CONTINGENCY	15.0%	EA		\$138,239.66
BASE BID CONSTRUCTION GRAND TOTAL				\$1,262,588.92
TOTAL NEEDED FOR BIDDING				\$1,262,588.92



Governmental Funds



Grants



Philanthropy

PHASE 4



KEY PROGRAM ELEMENTS

- Driving range
- Covered, heated and lit driving range bays (28)
- Practice green
- Short-game practice area
- Patio extension
- Parking lot extension
- Cart staging area
- Access drive off of Bella Rosa Pkwy.

SUMMARY

- Phase 4 provides additional parking to the east of the clubhouse and expands outdoor seating. Overall, circulation is improved on the south side of the clubhouse, with priorities in connecting new practice facilities. Spaces are designed for pedestrian and cart use, and a new cart staging area is located west of the clubhouse. Highlights in course improvements include a 28-tee driving range, short game practice area, and new layouts for holes 1 and 2 to accommodate practice areas and improve timing.
- By including these items in the same phase, closures in the golf course can be consolidated into one construction period. During future course construction, practice facilities and the clubhouse can remain open to the public.



Youth Golf Programs





Golf Course Improvements



Covered Driving Range



Golf Course Improvements

OPINION OF PROBABLE COSTS

PHASE 4 - RENOVATION TO GOLF CLUBHOUSE, PARKING LOT CART STAGING

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	1050.00	LF	\$5.45	\$5,722.50
TREE PROTECTION FENCE	800.00	LF	\$3.50	\$2,800.00
TRAFFIC CONTROL	1.00	LS	\$5,000.00	\$5,000.00
			Subtotal	\$13,522.50
DEMO				
DEMO EXISTING AND DISPOSE OF CONC. WALKS AND PADS	7600.00	SF	\$2.75	\$20,900.00
DEMO EXISTING AND DISPOSE OF ASPHALT	5454.00	SF	\$2.00	\$10,908.00
			Subtotal	\$31,808.00
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	2200.00	CY	\$30.00	\$66,000.00
FINE GRADING	2200.00	CY	\$15.00	\$33,000.00
STRIP AND STOCKPILE TOPSOIL	1.40	AC	\$3,500.00	\$4,900.00
CLEAR AND GRUB	60530.00	SF	\$0.18	\$10,895.40
			Subtotal	\$114,795.40
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$10,000.00	\$10,000.00
			Subtotal	\$10,000.00



Governmental Funds



Public-Private Partnerships (PPPs)



User Fees

SITE CONSTRUCTION				
CONCRETE - 5"	17900.00	SF	\$12.00	\$214,800.00
ASPHALT - 6" + SUBGRADE	11129.00	SF	\$10.00	\$111,290.00
ROADWAY/PARKING STRIPING	1500.00	LF	\$0.70	\$1,050.00
CROSSWALK STRIPING	1.00	EA	\$1,600.00	\$1,600.00
CRUSHER FINES - STABILIZED	1890.00	SF	\$3.50	\$6,615.00
COBBLE MULCH	2900.00	SF	\$5.00	\$14,500.00
ROAD BASE - CLASS 6	53.00	SY	\$28.00	\$1,484.00
6"X6" CONCRETE EDGER	0.00	LF	\$30.00	\$0.00
CONCRETE CURB (6") AND GUTTER (2')	860.00	LF	\$50.00	\$43,000.00
AWNING EXTENSION	1.00	EA	\$80,000.00	\$80,000.00
8" PVC STORM PIPE	300.00	LF	\$55.00	\$16,500.00
6" PVC STORM PIPE	50.00	LF	\$45.00	\$2,250.00
4" PERF. PVC UNDERDRAIN	100.00	LF	\$40.00	\$4,000.00
STORM INLET	3.00	EA	\$8,000.00	\$24,000.00
PARKING LOT LIGHTING	1.00	LS	\$36,000.00	\$36,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$32,000.00	\$32,000.00
			Subtotal	\$589,089.00
SITE AMENITIES AND FURNISHINGS				
BENCHES	14.00	EA	\$3,000.00	\$42,000.00
PICNIC TABLES - SQUARE	11.00	EA	\$2,600.00	\$28,600.00
			Subtotal	\$70,600.00
LANDSCAPE				
TREES ORNAMENTAL	2.00	EA	\$800.00	\$1,600.00
TREES DECIDUOUS	10.00	EA	\$850.00	\$8,500.00
TREES EVERGREEN	4.00	EA	\$1,000.00	\$4,000.00
SHRUBS - #5	125.00	EA	\$55.00	\$6,875.00
SHREDDED WOOD MULCH	900.00	SF	\$2.00	\$1,800.00
SOIL PREP AND TURFGRASS	0.00	SF	\$1.80	\$0.00
IRRIGATION - ROTOR	0.00	SF	\$1.00	\$0.00
SOIL PREP AND NATIVE SEED	14400.00	SF	\$0.60	\$8,640.00
IRRIGATION - NATIVE ROTOR	14400.00	SF	\$0.60	\$8,640.00
IRRIGATION - DRIP	4790.00	SF	\$2.75	\$13,172.50
IRRIGATION - TREES	16.00	EA	\$115.00	\$1,840.00
DETENTION POND MEDIA	270.00	CY	\$40.00	\$10,800.00
			Subtotal	\$65,867.50
BASE BID CONSTRUCTION SUBTOTAL				\$895,682.40
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$107,481.89
CONSTRUCTION CONTINGENCY	10.0%	EA		\$89,568.24
DESIGN CONTINGENCY	15.0%	EA		\$134,352.36
BASE BID CONSTRUCTION GRAND TOTAL				\$1,227,084.89
TOTAL NEEDED FOR BIDDING				\$1,227,084.89

OPINION OF PROBABLE COSTS

PHASE 4 - PRACTICE FACILITY, DRIVING RANGE, HOLE#1-#2

ITEM - GOLF COURSE IMPROVEMENTS	QTY	UNIT	UNIT COST	TOTAL COST
ELEMENT A SITE PREPARATION				
Mobilization - Personnel, equipment, housing, insurance	1.00	LS	\$140,000.00	\$140,000.00
Remove trees and stumps and dispose of off site -- only reflects trees that are larger than 12" caliper that cannot be removed by golf course staff	7.00	EA	\$900.00	\$6,300.00
Thorough tilling of existing turfgrass areas to a depth of at least 6"	12.80	AC	\$2,000.00	\$25,600.00
Demo and remove from site existing hard surface paving (concrete, asphalt) to be replaced or rebuilt. Golf only, not including parking lot areas.	13200.00	SF	\$1.10	\$14,520.00
			ELEMENT A SUBTOTAL	\$186,420.00

ELEMENT B EARTHWORK				
Topsoil strip, stockpile, spread - 6" spread depth, includes rock picking	10325.00	CY	\$9.50	\$98,087.50
Rough Earthwork - Pond reconstruction on 9, wetland/drainage work and other minor bulk cuts/fills	18000.00	CY	\$8.00	\$144,000.00
F & P 36mil RPE pond liner with anchor trench (no cover soil), plus pond bank erosion protection (cobble on fabric) #9 pond only	0.00	SF	\$3.50	\$0.00
Golf course feature shaping, including tee surface laser level	1.00	LS	\$70,000.00	\$70,000.00
			ELEMENT B SUBTOTAL	\$312,087.50
ELEMENT C MODIFIED GREEN CONST. ("California" Method)				
# of greens = 12 (9 on course, plus 3 practice greens)	35216.00	SF		
Perforated 4" drain pipe - smooth interior, double-wall pipe, including gravel backfill	3500.00	LF	\$14.00	\$49,000.00
Solid 4" drain pipe - smooth interior, double-wall pipe, outfall drains for greens only	1000.00	LF	\$13.00	\$13,000.00
F & P 12" custom blended root-zone mix	2610.00	TONS	\$110.00	\$287,100.00
			ELEMENT C SUBTOTAL	\$349,100.00
ELEMENT D BUNKER CONSTRUCTION				
# of bunkers = 19 total, 4 in Phase 4, 15 in Phase 10	5490.00	SF		
Perforated 4" drain pipe - smooth interior, double-wall pipe	400.00	LF	\$14.00	\$5,600.00
Solid 4" drain pipe - smooth interior, double-wall pipe, outfall drains only	400.00	LF	\$12.00	\$4,800.00
F & P Bunker liner (CapCon, BBB, SandGuard, or equal)	5490.00	SF	\$4.00	\$21,960.00
F & P 6" bunker sand on compacted sub-grade, including final spread/rake	200.00	TONS	\$85.00	\$17,000.00
			ELEMENT D SUBTOTAL	\$49,360.00
ELEMENT E CART PATHS/FLAT WORK				
Furnish and place 4" thick, 3750 PSI, 6-sack concrete for cart paths (including flat work at clubhouse and artificial range tee per MP)	41000.00	SF	\$8.50	\$348,500.00
			ELEMENT E SUBTOTAL	\$348,500.00
ELEMENT F DRAINAGE				
F & P 4" Drainage - solid, smooth interior pipe	220.00	LF	\$12.00	\$2,640.00
F & P 12" Drain inlets with cast iron grates.	3.00	EA	\$750.00	\$2,250.00
F & P 18" HDPE Drain Culvert for fairway crossings with protected flared-end sections	0.00	LF	\$49.00	\$0.00
			ELEMENT F SUBTOTAL	\$4,890.00
ELEMENT G SEEDING/SODDING/PLANT MATERIALS				
Grassing prep - all disturbance, including final float on the green surface	12.80	AC	\$2,300.00	\$29,440.00
Native seed blend, with hydromulch	2.50	AC	\$4,400.00	\$11,000.00
Fine Fescue seed blend, with hydromulch	8000.00	SF	\$0.17	\$1,360.00
Blue/Rye sod blend for green and bunker surrounds	14000.00	SF	\$0.82	\$11,480.00
Bentgrass seed on greens	35216.00	SF	\$0.18	\$6,338.88
Blue/Rye seed blend for irrigated tees, fairways and 2" rough (no mulch)	11.80	AC	\$1,800.00	\$21,240.00
Tree planting	10.00	EA	\$1,100.00	\$11,000.00
Furnish and Place artificial tee mat system (TurfHound) for 28 stations on one level	28.00	EA	\$2,200.00	\$61,600.00
Wetland planting/reveg (mitigation area plus improvements to existing areas disturbed through construction)	90000.00	SF	\$1.10	\$99,000.00
			ELEMENT G SUBTOTAL	\$252,458.88
CONSTRUCTION SUBTOTAL				\$1,502,816.38
Irrigation, bunker liner alternate and "soft" costs:				
Golf Course Irrigation System, including new pump station in Phase 4				\$1,500,000.00
Professional Fees - Complete services (drawings, specifications, bid assistance, construction admin), golf course, irrigation, civil engineering, wetland consulting/permitting, etc. -- most/all permitting done in Phase 2				\$420,000.00
CONSTRUCTION GRAND TOTAL				\$3,422,816.38
TOTAL NEEDED FOR BIDDING				\$3,422,816.38

PHASE 5



KEY PROGRAM ELEMENTS

- Pump track
- Single track bike paths
- Trails
- Drive lane and parking

SUMMARY

- Phase 5 provides an amenity for active outdoor recreation that appeals to a broad set of users at various skills. Throughout the public engagement process, increasing multi-modal trails was brought up as something to include in the master plan. The pump track and trails would closely relate to the existing skate park to take advantage of use groups and existing circulation.
- The elements in phase 5 are located immediately to the west of the proposed entrance off Godding Hollow Parkway, making them a good candidate for the first phase in the open space property. Their shared use of the existing skate park facilities reduces the amount future work needed. The section of drive lane and parking constructed in this phase would also benefit the existing skate park immediately.



Beginner Pump Track



OPINION OF PROBABLE COSTS

PHASE 5 - BIKE PARK, LOOP ROAD AND PARKING

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	4175.00	LF	\$5.45	\$22,753.75
TREE PROTECTION FENCE	900.00	LF	\$3.50	\$3,150.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$35,903.75
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	8714.00	CY	\$30.00	\$261,420.00
FINE GRADING	7682.00	CY	\$15.00	\$115,230.00
STRIP AND STOCKPILE TOPSOIL	5.00	AC	\$3,500.00	\$17,500.00
CLEAR AND GRUB	235280.00	SF	\$0.18	\$42,350.40
			Subtotal	\$436,500.40
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$25,000.00	\$25,000.00
			Subtotal	\$25,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	5600.00	SF	\$12.00	\$67,200.00
ASPHALT - 6" + SUBGRADE	35500.00	SF	\$10.00	\$355,000.00
ROADWAY/PARKING STRIPING	1536.00	LF	\$0.70	\$1,075.20
CROSSWALK STRIPING	2.00	EA	\$1,600.00	\$3,200.00
CRUSHER FINES - STABILIZED	44920.00	SF	\$3.50	\$157,220.00
COBBLE MULCH	2460.00	SF	\$5.00	\$12,300.00
ROAD BASE - CLASS 6	1611.00	SY	\$28.00	\$45,108.00
6"X6" CONCRETE EDGER	250.00	LF	\$30.00	\$7,500.00
CONCRETE CURB (6") AND GUTTER (2')	1925.00	LF	\$50.00	\$96,250.00
8" PVC STORM PIPE	425.00	LF	\$55.00	\$23,375.00
STORM INLET	5.00	EA	\$8,000.00	\$40,000.00
WATER MAINLINE	1000.00	LF	\$100.00	\$100,000.00
WATER SERVICE LINE	125.00	LF	\$60.00	\$7,500.00
SANITARY MAINLINE	425.00	LF	\$150.00	\$63,750.00
SANITARY SERVICE LINE	100.00	LF	\$115.00	\$11,500.00
ELECTRIC PRIMARY LINE	250.00	LF	\$330.00	\$82,500.00
PARKING LOT LIGHTING	1.00	LS	\$20,000.00	\$20,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$16,000.00	\$16,000.00
			Subtotal	\$1,109,478.20
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	10.00	EA	\$150.00	\$1,500.00
PICNIC TABLES - SQUARE	5.00	EA	\$2,600.00	\$13,000.00
SHADE SHELTERS	4.00	EA	\$10,000.00	\$40,000.00
			Subtotal	\$54,500.00
LANDSCAPE				
TREES ORNAMENTAL	20.00	EA	\$800.00	\$16,000.00
TREES DECIDUOUS	50.00	EA	\$850.00	\$42,500.00
TREES EVERGREEN	20.00	EA	\$1,000.00	\$20,000.00
SHRUBS - #5	75.00	EA	\$55.00	\$4,125.00
SHREDDED WOOD MULCH	2500.00	SF	\$2.00	\$5,000.00
SOIL PREP AND TURFGRASS	20000.00	SF	\$1.80	\$36,000.00
IRRIGATION - ROTOR	20000.00	SF	\$1.00	\$20,000.00
SOIL PREP AND NATIVE SEED	173715.00	SF	\$0.60	\$104,229.00
IRRIGATION - NATIVE ROTOR	173715.00	SF	\$0.60	\$104,229.00
IRRIGATION - DRIP	300.00	SF	\$2.75	\$825.00
IRRIGATION - TREES	90.00	EA	\$115.00	\$10,350.00
			Subtotal	\$363,258.00
BASE BID CONSTRUCTION SUBTOTAL				\$2,024,640.35
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$242,956.84
CONSTRUCTION CONTINGENCY	10.0%	EA		\$202,464.04
DESIGN CONTINGENCY	15.0%	EA		\$303,696.05
BASE BID CONSTRUCTION GRAND TOTAL				\$2,773,757.28
TOTAL NEEDED FOR BIDDING				\$2,773,757.28



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy

PHASE 6

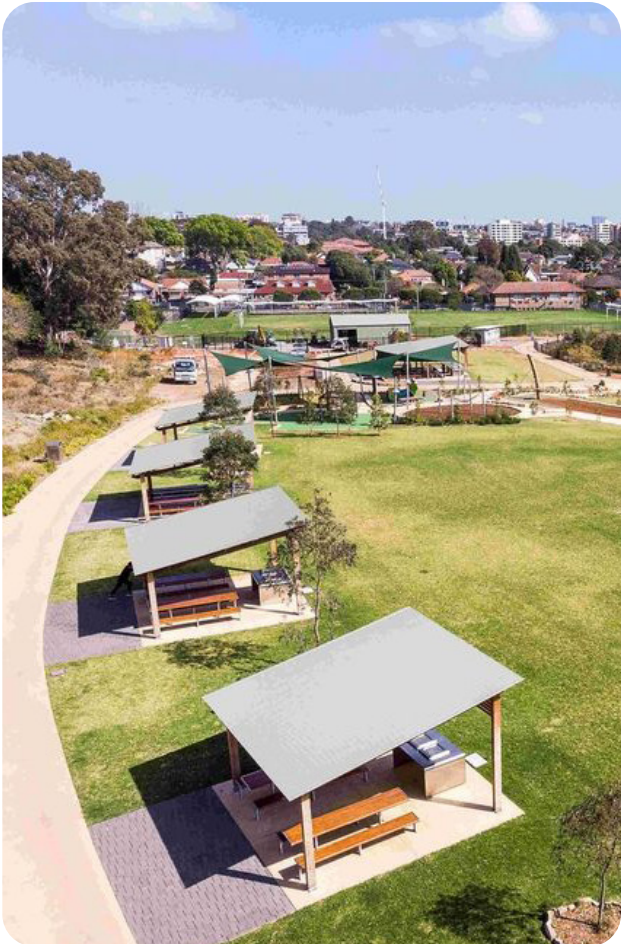


KEY PROGRAM ELEMENTS

- Dog park
- Gathering areas and pavilions
- Flexible lawn areas
- Pedestrian promenade
- Elevated treehouse pavilion
- Arboretum
- Sledding hill

SUMMARY

- Phase 6 includes constructing a sledding hill that serves as the high point of the park with extended views and connects to the future wetland themed area to the east. It provides strong pedestrian corridors that connect activity areas. The phase expands upon the drive lane and parking that were started in phase 5 and expands the pedestrian trail network through an arboretum and pedestrian promenade. Both spaces offer gathering areas for small and large groups, as well as provide shade, which was a constant need heard during public engagement. Planting the arboretum in phase 6 increases its utility once the full park is completed as the trees will have had more time to mature. Lastly, phase 6 includes a dog park, an amenity that was heard as a priority from the community.



Picnic Shelters





Pedestrian Promenade



Elevated Treehouse Pavilion



Public Art



Dog Park



Elevated Treehouse Pavilion

OPINION OF PROBABLE COSTS

PHASE 6 - DOG PARK, LOOP ROAD AND PARKING, SLEDDING HILL AND COMMUNITY GATHERING AREA

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	2796.00	LF	\$5.45	\$15,238.20
TREE PROTECTION FENCE	900.00	LF	\$3.50	\$3,150.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$28,388.20
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	11385.00	CY	\$30.00	\$341,550.00
FINE GRADING	4690.00	CY	\$15.00	\$70,350.00
STRIP AND STOCKPILE TOPSOIL	7.00	AC	\$3,500.00	\$24,500.00
CLEAR AND GRUB	307410.00	SF	\$0.18	\$55,333.80
IMPORT FILL (SLEDDING HILL)	1950.00	CY	\$75.00	\$146,250.00
			Subtotal	\$637,983.80
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$25,000.00	\$25,000.00
			Subtotal	\$25,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	39400.00	SF	\$12.00	\$472,800.00
ASPHALT - 6" + SUBGRADE	46400.00	SF	\$10.00	\$464,000.00
ROADWAY/PARKING STRIPING	1864.00	LF	\$0.70	\$1,304.80
CROSSWALK STRIPING	1.00	EA	\$1,600.00	\$1,600.00
CRUSHER FINES - STABILIZED	47673.00	SF	\$3.50	\$166,855.50
COBBLE MULCH	2400.00	SF	\$5.00	\$12,000.00
ROAD BASE - CLASS 6	1800.00	SY	\$28.00	\$50,400.00
6"X6" CONCRETE EDGER	250.00	LF	\$30.00	\$7,500.00
CONCRETE CURB (6") AND GUTTER (2')	2675.00	LF	\$50.00	\$133,750.00
8" PVC STORM PIPE	425.00	LF	\$55.00	\$23,375.00
STORM INLET	5.00	EA	\$8,000.00	\$40,000.00
WATER MAINLINE	1000.00	LF	\$100.00	\$100,000.00
WATER SERVICE LINE	125.00	LF	\$60.00	\$7,500.00
SANITARY MAINLINE	425.00	LF	\$150.00	\$63,750.00
SANITARY SERVICE LINE	100.00	LF	\$115.00	\$11,500.00
ELECTRIC PRIMARY LINE	250.00	LF	\$330.00	\$82,500.00
PARKING LOT LIGHTING	1.00	LS	\$36,000.00	\$36,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$32,000.00	\$32,000.00
			Subtotal	\$1,706,835.30
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	6.00	EA	\$150.00	\$900.00
PICNIC TABLES - SQUARE	13.00	EA	\$2,600.00	\$33,800.00
SHADE SHELTERS	13.00	EA	\$10,000.00	\$130,000.00
TREEHOUSE OVERLOOK	1.00	EA	\$90,000.00	\$90,000.00
			Subtotal	\$254,700.00
LANDSCAPE				
TREES ORNAMENTAL	47.00	EA	\$800.00	\$37,600.00
TREES DECIDUOUS	152.00	EA	\$850.00	\$129,200.00
TREES EVERGREEN	47.00	EA	\$1,000.00	\$47,000.00
SHRUBS - #5	75.00	EA	\$55.00	\$4,125.00
SHREDDED WOOD MULCH	7000.00	SF	\$2.00	\$14,000.00
SOIL PREP AND TURFGRASS	119650.00	SF	\$1.80	\$215,370.00
IRRIGATION - ROTOR	119650.00	SF	\$1.00	\$119,650.00
SOIL PREP AND NATIVE SEED	0.00	SF	\$0.60	\$0.00
IRRIGATION - NATIVE ROTOR	0.00	SF	\$0.60	\$0.00
IRRIGATION - DRIP	675.00	SF	\$2.75	\$1,856.25
IRRIGATION - TREES	246.00	EA	\$115.00	\$28,290.00
			Subtotal	\$597,091.25
BASE BID CONSTRUCTION SUBTOTAL				\$3,249,998.55
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$389,999.83
CONSTRUCTION CONTINGENCY	10.0%	EA		\$324,999.86
DESIGN CONTINGENCY	15.0%	EA		\$487,499.78
BASE BID CONSTRUCTION GRAND TOTAL				\$4,452,498.01
TOTAL NEEDED FOR BIDDING				\$4,452,498.01



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy

PHASE 7

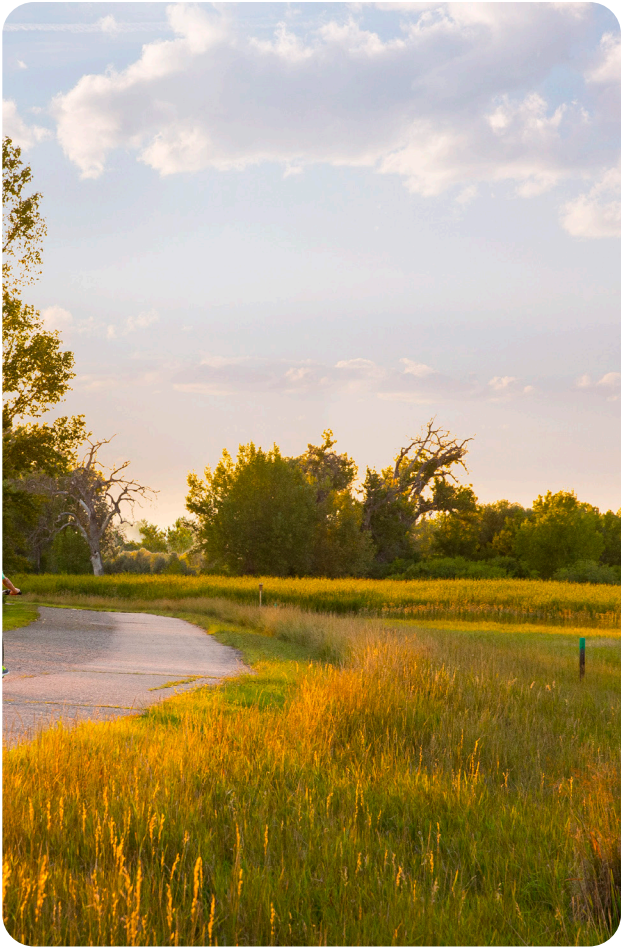


KEY PROGRAM ELEMENTS

- Trails
- Native grass conversion

SUMMARY

- Phase 7 includes the conversion of agricultural land on the open space property into a diverse native grass stand, as well as the addition of a pedestrian trail network. A mix of softscape trails and concrete trails connect to existing trails in the adjacent neighborhood and in the golf course. During the winter months, these trails can be used for snowshoeing and cross-country skiing.
- By including these amenities in phase 7, connections from the adjacent neighborhoods to the skate park, dog park, and pump track are established. Planting the native grass stand at this point also allows more time for establishment and could aid in erosion and dust control for more robust future construction phases.



Native Grass Conversion





Pedestrian and Bike Trails

OPINION OF PROBABLE COSTS

PHASE 7 - TRAILS, NATIVE GRASS CONVERSION

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	6000.00	LF	\$5.45	\$32,700.00
TREE PROTECTION FENCE	1200.00	LF	\$3.50	\$4,200.00
TRAFFIC CONTROL	1.00	LS	\$5,000.00	\$5,000.00
			Subtotal	\$41,900.00
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	4000.00	CY	\$30.00	\$120,000.00
CLEAR AND GRUB	109300.00	SF	\$0.18	\$19,674.00
STRIP AND STOCKPILE TOPSOIL	2.50	AC	\$3,500.00	\$8,750.00
			Subtotal	\$148,424.00
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$10,000.00	\$10,000.00
			Subtotal	\$10,000.00
DEMO				
CAP EXISTING WELLS	1.00	EA	\$75,000.00	\$75,000.00
			Subtotal	\$75,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	87250.00	SF	\$12.00	\$1,047,000.00
CRUSHER FINES - STABILIZED	22100.00	SF	\$3.50	\$77,350.00
			Subtotal	\$1,124,350.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	10.00	EA	\$150.00	\$1,500.00
PICNIC TABLES - SQUARE	4.00	EA	\$2,600.00	\$10,400.00
SHADE SHELTERS	4.00	EA	\$10,000.00	\$40,000.00
			Subtotal	\$51,900.00
LANDSCAPE				
TREES ORNAMENTAL	25.00	EA	\$800.00	\$20,000.00
TREES DECIDUOUS	60.00	EA	\$850.00	\$51,000.00
TREES EVERGREEN	40.00	EA	\$1,000.00	\$40,000.00
SHREDDED WOOD MULCH	3000.00	SF	\$2.00	\$6,000.00
SOIL PREP AND NATIVE SEED	1300000.00	SF	\$0.60	\$780,000.00
IRRIGATION - NATIVE ROTOR	1300000.00	SF	\$0.60	\$780,000.00
			Subtotal	\$1,677,000.00
BASE BID CONSTRUCTION SUBTOTAL				\$3,128,574.00
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING				\$375,428.88
CONSTRUCTION CONTINGENCY				\$312,857.40
DESIGN CONTINGENCY				\$469,286.10
BASE BID CONSTRUCTION GRAND TOTAL				\$4,286,146.38
TOTAL NEEDED FOR BIDDING				\$4,286,146.38



Governmental Funds



Grants



Philanthropy

PHASE 8



KEY PROGRAM ELEMENTS

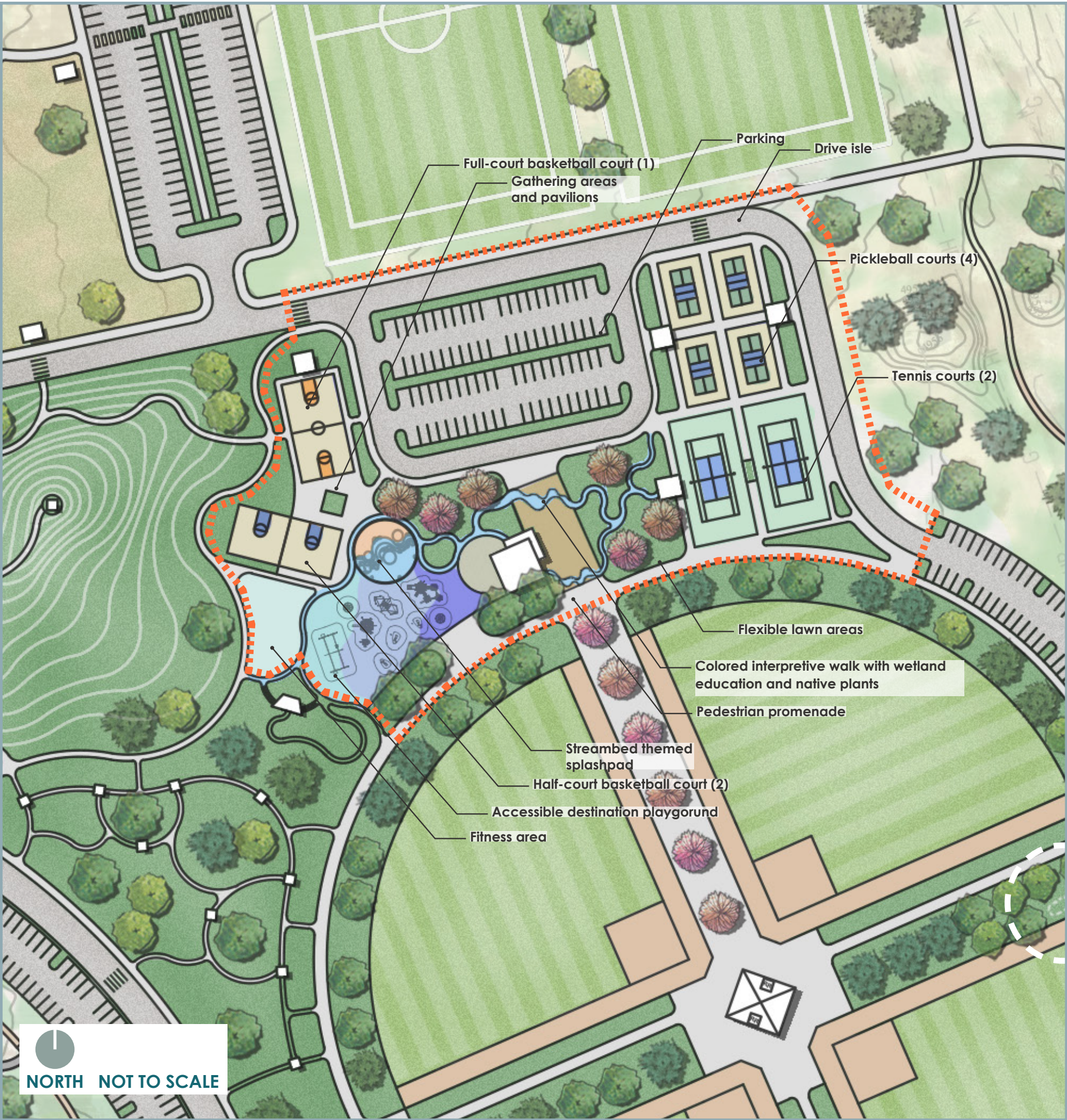
- Pickleball courts (4)
- Tennis courts (2)
- Gathering areas and pavilions
- Flexible lawn areas
- Colored interpretive walk with wetland education and native plants
- Streambed themed splash pad
- Universal destination playground
- Pedestrian promenade
- Half-court basketball court (2)
- Full-court basketball court (1)
- Drive isle
- Parking
- Fitness area



Water Play

SUMMARY

- Phase 8 includes the creation of a central gathering space that links a variety of activities together. A wetland themed destination playground serves as the central node of a pedestrian corridor network. Other amenities such as the sport courts are organized along these corridors. Strategically planting the area provides shade, helps to build rooms, and further enhances the wetland theme.
- Phase 8 provides the framework and axis for which future phasing is built, including the ballfields. It expands on the construction of the phase 6 loop road and provides the most substantial parking for the central gathering area. Throughout public engagement, the destination playground and sport courts were heard as important priorities, more so than the immediate construction of the ballfields and soccer fields, making them important to include in an earlier phase. The playground directly relates to the sledding hill and treehouse completed in phase 6, completing the journey from the “mountain top” to the “wetlands” below.





Streambed Themed Splash Pad



Interpretive Walkways with Native Plants



Sport Courts



Interpretive Walkways with Wetland Education



Public Events and Food Trucks



Playground Equipment



Streambed Themed Splash Pad

OPINION OF PROBABLE COSTS

PHASE 8 - PARKING, CENTRAL PLAZA, FITNESS AREA,
INCLUSIVE PLAYGROUND, SPORT COURTS

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	1827.00	LF	\$5.45	\$9,957.15
TREE PROTECTION FENCE	400.00	LF	\$3.50	\$1,400.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$21,357.15
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	7040.00	CY	\$30.00	\$211,200.00
FINE GRADING	3503.00	CY	\$15.00	\$52,545.00
CLEAR AND GRUB	190000.00	SF	\$0.18	\$34,200.00
STRIP AND STOCKPILE TOPSOIL	4.30	AC	\$3,500.00	\$15,050.00
			Subtotal	\$312,995.00



Governmental
Funds



Grants



Philanthropy



User Fees

EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$10,000.00	\$10,000.00
			Subtotal	\$10,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	33200.00	SF	\$12.00	\$398,400.00
ASPHALT - 6" + SUBGRADE	48150.00	SF	\$10.00	\$481,500.00
ROADWAY/PARKING STRIPING	2400.00	LF	\$0.70	\$1,680.00
CROSSWALK STRIPING	4.00	EA	\$1,600.00	\$6,400.00
COBBLE MULCH	5000.00	SF	\$5.00	\$25,000.00
6"X6" CONCRETE EDGER	90.00	LF	\$30.00	\$2,700.00
CONCRETE CURB (6") AND GUTTER (2')	2250.00	LF	\$50.00	\$112,500.00
8" PVC STORM PIPE	250.00	LF	\$55.00	\$13,750.00
STORM INLET	15.00	EA	\$8,000.00	\$120,000.00
WATER MAINLINE	850.00	LF	\$100.00	\$85,000.00
WATER SERVICE LINE	850.00	LF	\$60.00	\$51,000.00
SANITARY MAINLINE	300.00	LF	\$150.00	\$45,000.00
SANITARY SERVICE LINE	850.00	LF	\$115.00	\$97,750.00
ELECTRIC PRIMARY LINE	750.00	LF	\$330.00	\$247,500.00
PARKING LOT LIGHTING	1.00	LS	\$18,000.00	\$18,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$16,000.00	\$16,000.00
SEAT BOULDERS	50	EA	\$500.00	\$25,000.00
SYNTHETIC TURF FOR PLAYGROUND AND FITNESS	7200	SF	\$30.00	\$216,000.00
PIP SURFACE FOR PLAYGROUND	8750	SF	\$40.00	\$350,000.00
PLAY EQUIPMENT	1	LS	\$500,000.00	\$500,000.00
SPLASH PAD/STREAM BED PLAY	1	LS	\$250,000.00	\$250,000.00
COURTS - POST TENSIONED CONCRETE	34340	SF	\$12.00	\$412,080.00
COURTS - BASKETBALL GOALS	4	EA	\$5,800.00	\$23,200.00
COURTS - TENNIS NETS AND POSTS	1	LS	\$8,000.00	\$8,000.00
COURTS - PICKLEBALL NETS AND COURTS	1	LS	\$6,000.00	\$6,000.00
COURTS - ACRYLIC SURFACING	1	LS	\$40,000.00	\$40,000.00
10' HT VINYL COATED COURT FENCING	1550	LF	\$150.00	\$232,500.00
			Subtotal	\$3,784,960.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	15.00	EA	\$150.00	\$2,250.00
PICNIC TABLES - SQUARE	12.00	EA	\$2,600.00	\$31,200.00
SHADE SHELTERS	6.00	EA	\$10,000.00	\$60,000.00
RESTROOM BUILDING	3.00	EA	\$21,500.00	\$64,500.00
MAIN PAVILION W/ RESTROOMS	1.00	LS	\$350,000.00	\$350,000.00
WETLAND EDUCATION WALK THEMING/SIGNAGE	1.00	LS	\$15,000.00	\$15,000.00
			Subtotal	\$522,950.00
LANDSCAPE				
TREES ORNAMENTAL	50.00	EA	\$800.00	\$40,000.00
TREES DECIDUOUS	120.00	EA	\$850.00	\$102,000.00
TREES EVERGREEN	50.00	EA	\$1,000.00	\$50,000.00
SHRUBS - #5	225.00	EA	\$55.00	\$12,375.00
SHREDDED WOOD MULCH	5600.00	SF	\$2.00	\$11,200.00
SOIL PREP AND TURFGRASS	25000.00	SF	\$1.80	\$45,000.00
IRRIGATION - ROTOR	25000.00	SF	\$1.00	\$25,000.00
SOIL PREP AND NATIVE SEED	64000.00	SF	\$0.60	\$38,400.00
IRRIGATION - NATIVE ROTOR	64000.00	SF	\$0.60	\$38,400.00
IRRIGATION - DRIP	9744.00	SF	\$2.75	\$26,796.00
IRRIGATION - TREES	226.00	EA	\$115.00	\$25,990.00
			Subtotal	\$415,161.00
BASE BID CONSTRUCTION SUBTOTAL				\$5,067,423.15
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$608,090.78
CONSTRUCTION CONTINGENCY	10.0%	EA		\$506,742.32
DESIGN CONTINGENCY	15.0%	EA		\$760,113.47
BASE BID CONSTRUCTION GRAND TOTAL				\$6,942,369.72
TOTAL NEEDED FOR BIDDING				\$6,942,369.72

PHASE 9



KEY PROGRAM ELEMENTS

- Nature play area
- Hammock area
- Gathering areas
- Xeric garden
- Pollinator garden
- Parking
- Trails
- Native grass conversion
- Nature viewing platforms

SUMMARY

- Phase 9 includes the reconfiguration of the drive aisle and parking at the main entrance along Colorado Blvd. to slow moving traffic and increase pedestrian safety. The elimination of the existing fitness court, and the relocation of the xeric demonstration garden are also included. A pollinator garden is added as an extension to the xeric garden. With these changes, replacement of the existing playground with a nature play area that is representative of the park's aesthetic became needed. A large part of this phase is the conversion of large expanses of underutilized turf to native grass to conserve water, and the extension of the pedestrian trail network into these areas.



Nature Viewing Platforms



OPINION OF PROBABLE COSTS

PHASE 9 - TRAILS, NATURE VIEWING PLATFORMS, NATIVE GRASS CONVERSION, XERIC AND POLLINATOR GARDENS, HAMMOCK PARK, NATURE PLAY, PARKING

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	4800.00	LF	\$5.45	\$26,160.00
TREE PROTECTION FENCE	5000.00	LF	\$3.50	\$17,500.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$53,660.00
DEMO				
DEMO EXISTING AND DISPOSE OF CONC. WALKS AND PADS	790.00	SF	\$2.75	\$2,172.50
DEMO EXISTING AND DISPOSE OF ASPHALT	5100.00	SF	\$2.00	\$10,200.00
DEMO EXISTING GARDEN	1.00	LS	\$5,000.00	\$5,000.00
			Subtotal	\$17,372.50
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	3500.00	CY	\$30.00	\$105,000.00
FINE GRADING	1900.00	CY	\$15.00	\$28,500.00
CLEAR AND GRUB	94500.00	SF	\$0.18	\$17,010.00
STRIP AND STOCKPILE TOPSOIL	2.10	AC	\$3,500.00	\$7,350.00
			Subtotal	\$157,860.00
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$20,000.00	\$20,000.00
			Subtotal	\$20,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	8000.00	SF	\$12.00	\$96,000.00
ASPHALT - 6" + SUBGRADE	19200.00	SF	\$10.00	\$192,000.00
ROADWAY/PARKING STRIPING	850.00	LF	\$0.70	\$595.00
CROSSWALK STRIPING	2.00	EA	\$1,600.00	\$3,200.00
CRUSHER FINES - STABILIZED	44000.00	SF	\$3.50	\$154,000.00
COBBLE MULCH	8000.00	SF	\$5.00	\$40,000.00
PEDESTRIAN BOARDWALKS	15400	SF	\$70.00	\$1,078,000.00
CONCRETE CURB (6") AND GUTTER (2')	1100.00	LF	\$50.00	\$55,000.00
WATER SERVICE LINE	200.00	LF	\$60.00	\$12,000.00
PARKING LOT LIGHTING	1.00	LS	\$15,000.00	\$15,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$20,000.00	\$20,000.00
EWf SURFACE FOR PLAYGROUND	1700.00	SF	\$3.15	\$5,355.00
NATURE PLAYGROUND	1.00	LS	\$100,000.00	\$100,000.00
			Subtotal	\$1,771,150.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	10.00	EA	\$150.00	\$1,500.00
PICNIC TABLES - SQUARE	8.00	EA	\$2,600.00	\$20,800.00
SHADE SHELTERS	2.00	EA	\$12,000.00	\$24,000.00
HAMMOCK AREA	1.00	LS	\$25,000.00	\$25,000.00
			Subtotal	\$71,300.00
LANDSCAPE				
TREES ORNAMENTAL	8.00	EA	\$800.00	\$6,400.00
TREES DECIDUOUS	12.00	EA	\$850.00	\$10,200.00
TREES EVERGREEN	4.00	EA	\$1,000.00	\$4,000.00
SHRUBS - #5	150.00	EA	\$55.00	\$8,250.00
SHREDDED WOOD MULCH	14600.00	SF	\$2.00	\$29,200.00
SOIL PREP AND NATIVE SEED	32300.00	SF	\$0.60	\$19,380.00
IRRIGATION - DRIP	14600.00	SF	\$2.75	\$40,150.00
IRRIGATION - TREES	24.00	EA	\$115.00	\$2,760.00
			Subtotal	\$120,340.00
BASE BID CONSTRUCTION SUBTOTAL				\$2,211,682.50
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$265,401.90
CONSTRUCTION CONTINGENCY	10.0%	EA		\$221,168.25
DESIGN CONTINGENCY	15.0%	EA		\$331,752.38
BASE BID CONSTRUCTION GRAND TOTAL				\$3,030,005.03
TOTAL NEEDED FOR BIDDING				\$3,030,005.03



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy

PHASE 10



KEY PROGRAM ELEMENTS

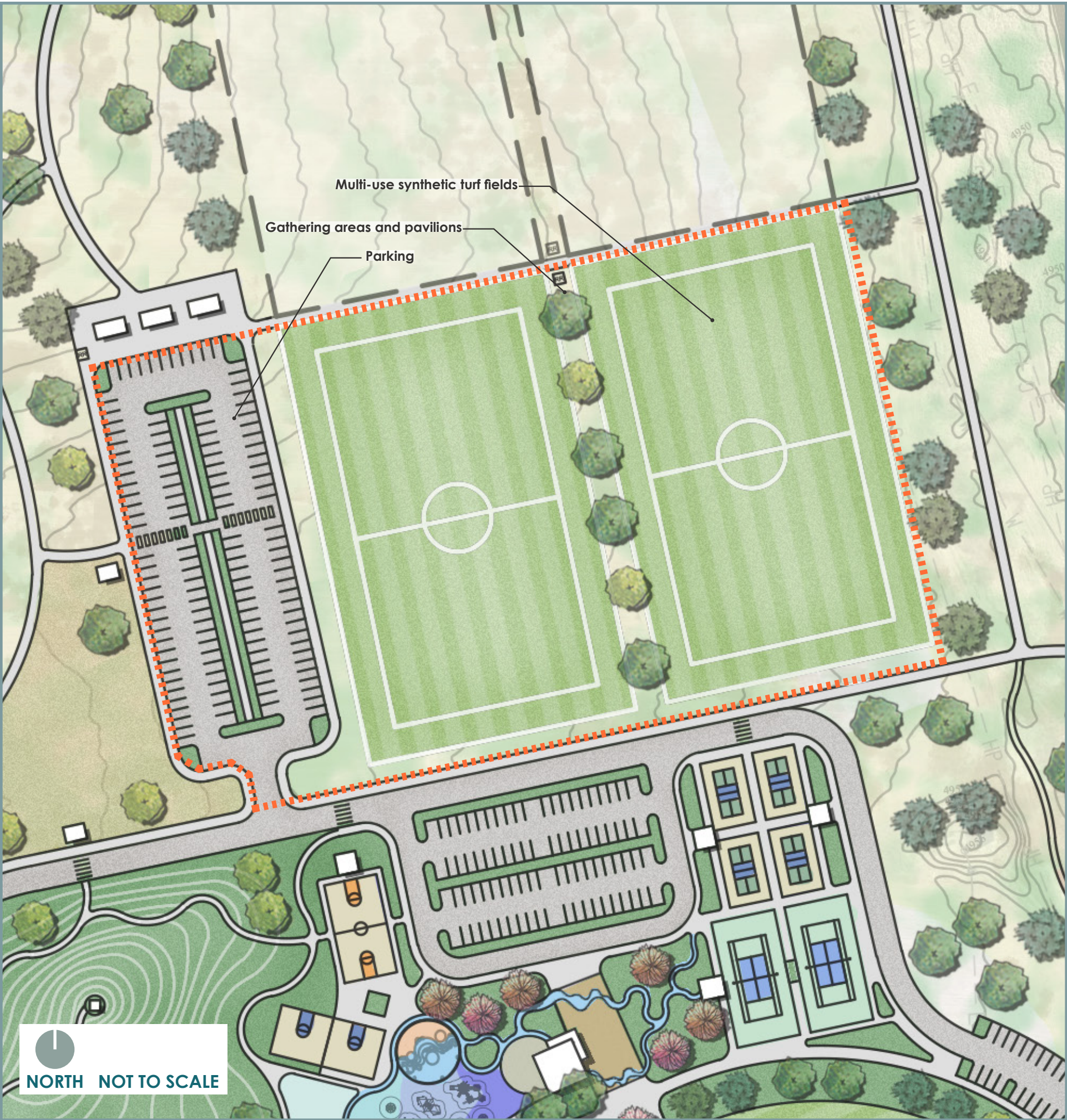
- Multi-use synthetic turf fields
- Gathering areas and pavilions
- Parking

SUMMARY

- The improvements in phase 10 increase year-round athletic use of the park and reduce long-term maintenance costs. The phase includes the construction of 2 synthetic turf multi-use fields, as well as the addition parking. Pedestrian and vehicular connections to previous phases are considered. If needed, the plan also considers adding 2 additional fields in the future, beyond this master plan.
- With the addition of the fields in this phase, additional parking will be needed to preserve circulation to the central gathering area improvements completed in phase 8. Phase 10 continues the progression of construction from west to east, minimizing disturbances to previously constructed phases. It was also determined that multi-use fields were a more immediate need of the city than the ballfield complex, pushing this phase forward.



Synthetic Turf Fields



OPINION OF PROBABLE COSTS

PHASE 10 - SYNTHETIC TURF FIELDS, PARKING

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	2460.00	LF	\$5.45	\$13,407.00
TREE PROTECTION FENCE	100.00	LF	\$3.50	\$350.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$23,757.00
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	12990.00	CY	\$30.00	\$389,700.00
FINE GRADING	5000.00	CY	\$15.00	\$75,000.00
CLEAR AND GRUB	350719.00	SF	\$0.18	\$63,129.42
STRIP AND STOCKPILE TOPSOIL	8.00	AC	\$3,500.00	\$28,000.00
			Subtotal	\$555,829.42
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$10,000.00	\$10,000.00
			Subtotal	\$10,000.00
SITE CONSTRUCTION				
CONCRETE - 5"	38700.00	SF	\$12.00	\$464,400.00
ASPHALT - 6" + SUBGRADE	54150.00	SF	\$10.00	\$541,500.00
ROADWAY/PARKING STRIPING	2400.00	LF	\$0.70	\$1,680.00
CROSSWALK STRIPING	4.00	EA	\$1,600.00	\$6,400.00
COBBLE MULCH	5000.00	SF	\$5.00	\$25,000.00
6"X6" CONCRETE EDGER	90.00	LF	\$30.00	\$2,700.00
CONCRETE CURB (6") AND GUTTER (2')	2250.00	LF	\$50.00	\$112,500.00
8" PVC STORM PIPE	250.00	LF	\$55.00	\$13,750.00
STORM INLET	15.00	EA	\$8,000.00	\$120,000.00
WATER MAINLINE	200.00	LF	\$100.00	\$20,000.00
WATER SERVICE LINE	200.00	LF	\$60.00	\$12,000.00
PARKING LOT LIGHTING	1.00	LS	\$18,000.00	\$18,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$16,000.00	\$16,000.00
SYNTHETIC TURF SOCCER FIELD (IRON TURF)	2	EA	\$1,500,000.00	\$3,000,000.00
			Subtotal	\$4,353,930.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	5.00	EA	\$150.00	\$750.00
PICNIC TABLES - SQUARE	5.00	EA	\$2,600.00	\$13,000.00
SHADE SHELTERS	0.00	EA	\$10,000.00	\$0.00
RESTROOM BUILDING	1.00	EA	\$21,500.00	\$21,500.00
			Subtotal	\$35,250.00
LANDSCAPE				
TREES ORNAMENTAL	2.00	EA	\$800.00	\$1,600.00
TREES DECIDUOUS	5.00	EA	\$850.00	\$4,250.00
TREES EVERGREEN	2.00	EA	\$1,000.00	\$2,000.00
SHRUBS - #5	50.00	EA	\$55.00	\$2,750.00
SHREDDED WOOD MULCH	300.00	SF	\$2.00	\$600.00
SOIL PREP AND TURFGRASS	0.00	SF	\$1.80	\$0.00
IRRIGATION - ROTOR	0.00	SF	\$1.00	\$0.00
SOIL PREP AND NATIVE SEED	0.00	SF	\$0.60	\$0.00
IRRIGATION - NATIVE ROTOR	0.00	SF	\$0.60	\$0.00
IRRIGATION - DRIP	500.00	SF	\$2.75	\$1,375.00
IRRIGATION - TREES	300.00	EA	\$115.00	\$34,500.00
			Subtotal	\$47,075.00
BASE BID CONSTRUCTION SUBTOTAL				\$5,025,841.42
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$603,100.97
CONSTRUCTION CONTINGENCY	10.0%	EA		\$502,584.14
DESIGN CONTINGENCY	15.0%	EA		\$753,876.21
BASE BID CONSTRUCTION GRAND TOTAL				\$6,885,402.75
TOTAL NEEDED FOR BIDDING				\$6,885,402.75



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy



User Fees

PHASE 11

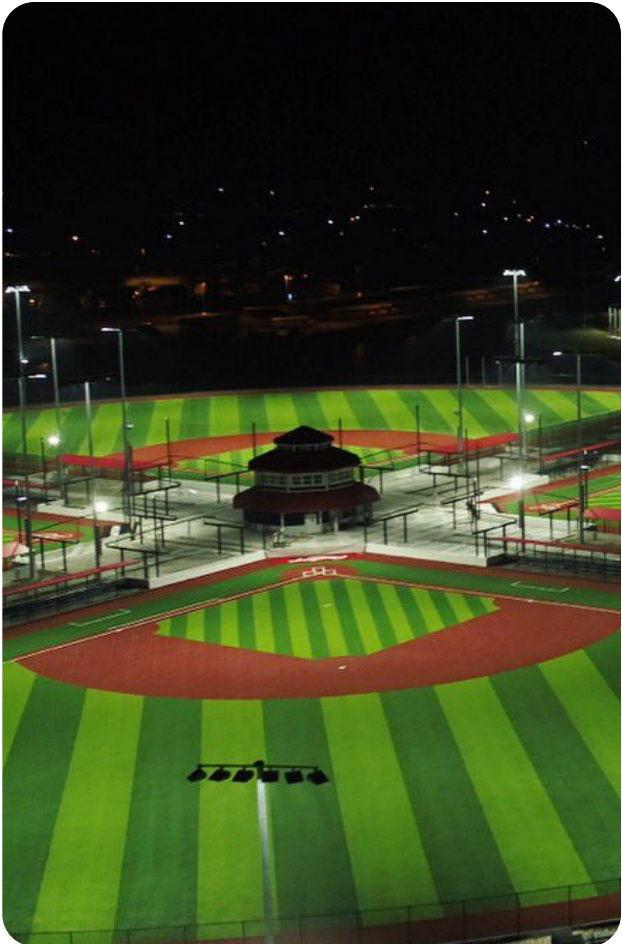


KEY PROGRAM ELEMENTS

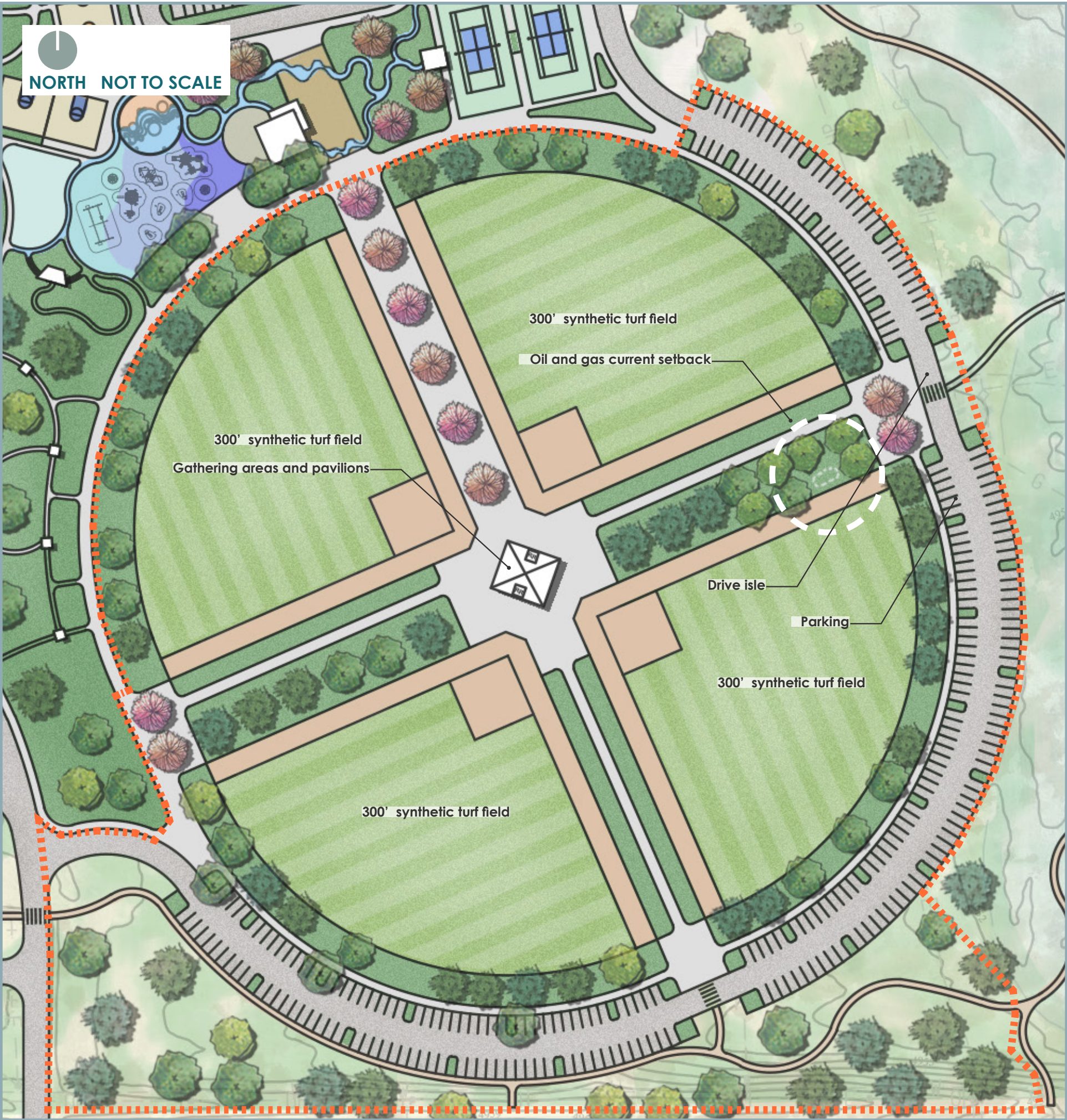
- Baseball/Softball complex
- Gathering areas and pavilions
- Drive isle
- Parking

SUMMARY

- Phase 11 includes the construction of 4 synthetic turf ballfields to support local and regional events. The ballfield complex connects to the central gathering area and playground completed in phase 8, as well as includes the addition of a large pavilion.
- This phase includes the completion of the loop road and associated ballfield parking, making it the last phase in the open space property. The ballfield complex relies on pedestrian and vehicular connections made in previous phases. Because of the proximity of the ballfields to the entrance to the park, construction traffic and staging will largely avoid now existing improvements that are more interior.



Baseball/Softball Complex



OPINION OF PROBABLE COSTS

PHASE 11 - BASEBALL/SOFTBALL COMPLEX

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
START-UP				
TEMPORARY CONSTRUCTION FENCE	3730.00	LF	\$5.45	\$20,328.50
TREE PROTECTION FENCE	1000.00	LF	\$3.50	\$3,500.00
TRAFFIC CONTROL	1.00	LS	\$10,000.00	\$10,000.00
			Subtotal	\$33,828.50
GENERAL SITE WORK				
CAP EXISTING WELLS	1.00	EA	\$30,000.00	\$30,000.00
			Subtotal	\$30,000.00
EARTHWORK				
CUT, FILL AND COMPACT ONSITE MATERIAL	23600.00	CY	\$30.00	\$708,000.00
FINE GRADING	20360.00	CY	\$15.00	\$305,400.00
STRIP AND STOCKPILE TOPSOIL	14.60	AC	\$3,500.00	\$51,100.00
CLEAR AND GRUB	770000.00	SF	\$0.18	\$138,600.00
			Subtotal	\$1,203,100.00
EROSION CONTROL				
LUMP SUM (HOLD)	1.00	EA	\$10,000.00	\$10,000.00
			Subtotal	\$10,000.00
SITE CONSTRUCTION				
SYNTHETIC TURF BASEBALL FIELDS (INCLUDES SOCCER FIELD) WITH LIGHTING	4	EA	\$1,900,000.00	\$7,600,000.00
CONCRETE - 5"	81700.00	SF	\$12.00	\$980,400.00
ASPHALT - 6" + SUBGRADE	87400.00	SF	\$10.00	\$874,000.00
CRUSHER FINES - STABILIZED	3300.00	SF	\$3.50	\$11,550.00
COBBLE MULCH	7500.00	SF	\$10.00	\$75,000.00
ROADWAY/PARKING STRIPING	6000.00	LF	\$0.70	\$4,200.00
CROSSWALK STRIPING	2.00	EA	\$1,600.00	\$3,200.00
CONCRETE CURB (6") AND GUTTER (2')	4670.00	LF	\$50.00	\$233,500.00
8" PVC STORM PIPE	400.00	LF	\$55.00	\$22,000.00
STORM INLET	10.00	EA	\$8,000.00	\$80,000.00
WATER MAINLINE	500.00	LF	\$100.00	\$50,000.00
WATER SERVICE LINE	0.00	LF	\$60.00	\$0.00
SANITARY MAINLINE	500.00	LF	\$150.00	\$75,000.00
ELECTRIC PRIMARY LINE	500.00	LF	\$330.00	\$165,000.00
PARKING LOT LIGHTING	1.00	LS	\$36,000.00	\$36,000.00
PEDESTRIAN LIGHTING	1.00	LS	\$32,000.00	\$32,000.00
			Subtotal	\$10,241,850.00
SITE AMENITIES AND FURNISHINGS				
BIKE RACK - SONGLE LOOP	10.00	EA	\$150.00	\$1,500.00
PICNIC TABLES - SQUARE	5.00	EA	\$2,600.00	\$13,000.00
PAVILION WITH RESTROOMS	1.00	EA	\$100,000.00	\$100,000.00
			Subtotal	\$114,500.00
LANDSCAPE				
TREES ORNAMENTAL	10.00	EA	\$800.00	\$8,000.00
TREES DECIDUOUS	60.00	EA	\$850.00	\$51,000.00
TREES EVERGREEN	41.00	EA	\$1,000.00	\$41,000.00
SHRUBS - #5	300.00	EA	\$55.00	\$16,500.00
SHREDDED WOOD MULCH	2775.00	SF	\$2.00	\$5,550.00
SOIL PREP AND TURFGRASS	125800.00	SF	\$1.80	\$226,440.00
IRRIGATION - ROTOR	125800.00	SF	\$1.00	\$125,800.00
SOIL PREP AND NATIVE SEED	120750.00	SF	\$0.75	\$90,562.50
IRRIGATION - NATIVE ROTOR	120750.00	SF	\$0.75	\$90,562.50
IRRIGATION - DRIP	7500.00	SF	\$2.75	\$20,625.00
IRRIGATION - TREES	110.00	EA	\$115.00	\$12,650.00
			Subtotal	\$688,690.00
BASE BID CONSTRUCTION SUBTOTAL				\$12,321,968.50
BONDING, MOBILIZATION, CONSTRUCTION SURVEYING	12.0%	EA		\$1,478,636.22
CONSTRUCTION CONTINGENCY	10.0%	EA		\$1,232,196.85
DESIGN CONTINGENCY	15.0%	EA		\$1,848,295.28
BASE BID CONSTRUCTION GRAND TOTAL				\$16,881,096.85
TOTAL NEEDED FOR BIDDING				\$16,881,096.85



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy



User Fees

PHASE 12

KEY PROGRAM ELEMENTS

- **Renovation to Golf Holes #3-#9**
- **Concrete cart paths**

SUMMARY

- The refurbishment and realignment of holes #3-#9 are the main projects in phase 12. These layout revisions will increase the safety and playability of the course, as well as reflect the improvements to the clubhouse and practice facility shown in phase 4. Phase 12 also includes the replacement of irrigation systems throughout Bella Rosa Golf Course. This project, while carrying a significant cost, will result in the single most important improvement to the turf conditions/health, efficient water use and increased efficiency of the labor on the maintenance crew. The addition of a concrete cart path throughout the golf course was a primary concern heard in public engagement in relation to the golf course.
- With the existing open space property projects ending with phase 11, and the improvements to the park along Colorado Blvd. being completed, the remaining golf course improvements are the logical next step. The improvements made in phase 4 allow the practice facility, clubhouse, and driving range to remain open during phase 12 construction.



Golf Course Improvements





Golf Course Improvements

OPINION OF PROBABLE COSTS

PHASE 12 - RENOVATION TO GOLF HOLES #3-#9

ITEM - GOLF COURSE IMPROVEMENTS	QTY	UNIT	UNIT COST	TOTAL COST
ELEMENT A SITE PREPARATION				
Mobilization - Personnel, equipment, housing, insurance	1.00	LS	\$180,000.00	\$180,000.00
Remove trees and stumps and dispose of off site -- only reflects trees that are larger than 12" caliper that cannot be removed by golf course staff	6.00	EA	\$900.00	\$5,400.00
Thorough tilling of existing turfgrass areas to a depth of at least 6"	28.70	AC	\$2,000.00	\$57,400.00
Demo and remove from site existing hard surface paving (concrete, asphalt) to be replaced or rebuilt. Golf only, not including parking lot areas.	13000.00	SF	\$1.10	\$14,300.00
			ELEMENT A SUBTOTAL	\$257,100.00
ELEMENT B EARTHWORK				
Topsoil strip, stockpile, spread - 6" spread depth, includes rock picking	23175.00	CY	\$9.50	\$220,162.50
Rough Earthwork - Pond reconstruction on 9, wetland/drainage work and other minor bulk cuts/fills	16500.00	CY	\$8.00	\$132,000.00
F & P 36mil RPE pond liner with anchor trench (no cover soil), plus pond bank erosion protection (cobble on fabric) #9 pond only	25268.00	SF	\$3.50	\$88,438.00
Golf course feature shaping, including tee surface laser level	1.00	LS	\$90,000.00	\$90,000.00
			ELEMENT B SUBTOTAL	\$530,600.50
ELEMENT C MODIFIED GREEN CONST. ("California" Method)				
# of greens = 12 (9 on course, plus 3 practice greens)	41666.00	SF		
Perforated 4" drain pipe - smooth interior, double-wall pipe, including gravel backfill	4200.00	LF	\$14.00	\$58,800.00
Solid 4" drain pipe - smooth interior, double-wall pipe, outfall drains for greens only	1200.00	LF	\$13.00	\$15,600.00
F & P 12" custom blended root-zone mix	3090.00	TONS	\$110.00	\$339,900.00
			ELEMENT C SUBTOTAL	\$414,300.00
ELEMENT D BUNKER CONSTRUCTION				
# of bunkers = 19 total, 4 in Phase 4, 15 in Phase 10	21750.00	SF		
Perforated 4" drain pipe - smooth interior, double-wall pipe	1200.00	LF	\$14.00	\$16,800.00
Solid 4" drain pipe - smooth interior, double-wall pipe, outfall drains only	1500.00	LF	\$12.00	\$18,000.00
F & P Bunker liner (CapCon, BBB, SandGuard, or equal)	21750.00	SF	\$4.00	\$87,000.00
F & P 6" bunker sand on compacted sub-grade, including final spread/rake	805.00	TONS	\$85.00	\$68,425.00
			ELEMENT D SUBTOTAL	\$190,225.00
ELEMENT E CART PATHS/FLAT WORK				
Furnish and place 4" thick, 3750 PSI, 6-sack concrete for cart paths (including flat work at clubhouse and artificial range tee per MP)	77175.00	SF	\$8.50	\$655,987.50
			ELEMENT E SUBTOTAL	\$655,987.50
ELEMENT F DRAINAGE				
F & P 4" Drainage - solid, smooth interior pipe	260.00	LF	\$12.00	\$3,120.00
F & P 12" Drain inlets with cast iron grates.	3.00	EA	\$750.00	\$2,250.00
F & P 18" HDPE Drain Culvert for fairway crossings with protected flared-end sections	650.00	LF	\$49.00	\$31,850.00
			ELEMENT F SUBTOTAL	\$37,220.00
ELEMENT G SEEDING/SODDING/PLANT MATERIALS				
Grassing prep - all disturbance, including final float on the green surface	28.70	AC	\$2,300.00	\$66,010.00
Native seed blend, with hydromulch	1.50	AC	\$4,400.00	\$6,600.00
Fine Fescue seed blend, with hydromulch	16000.00	SF	\$0.17	\$2,720.00
Blue/Rye sod blend for green and bunker surrounds	26000.00	SF	\$0.82	\$21,320.00
Bentgrass seed on greens	41666.00	SF	\$0.18	\$7,499.88
Blue/Rye seed blend for irrigated tees, fairways and 2" rough (no mulch)	25.20	AC	\$1,800.00	\$45,360.00
Tree planting	20.00	EA	\$1,100.00	\$22,000.00
Furnish and Place artificial tee mat system (TurfHound) for 28 stations on one level	0.00	EA	\$2,200.00	\$0.00
Wetland planting/ reveg (mitigation area plus improvements to existing areas disturbed through construction)	6000.00	SF	\$1.10	\$6,600.00
			ELEMENT G SUBTOTAL	\$178,109.88
CONSTRUCTION SUBTOTAL				\$2,263,542.88
Irrigation, bunker liner alternate and "soft" costs:				
Golf Course Irrigation System, including new pump station in Phase 4				\$1,700,000.00
Professional Fees - Complete services (drawings, specifications, bid assistance, construction admin), golf course, irrigation, civil engineering, wetland consulting/permitting, etc. -- most/all permitting done in Phase 2				\$360,000.00
CONSTRUCTION GRAND TOTAL				\$4,323,542.88
TOTAL NEEDED FOR BIDDING				\$4,323,542.88



Governmental Funds



Grants



Public-Private Partnerships (PPPs)



Philanthropy



User Fees

PHASE 13

KEY PROGRAM ELEMENTS

- **Potential Future Water Treatment Area**

SUMMARY

- Phase 13 allows for the construction of a new water treatment facility close to where the existing pump house is today. The facility would benefit public health and regional water users and strengthen resource management.
- The facility was not directly heard as a priority in public engagement, leading it to be included in phase 13. However, considering its construction is important to include in the master plan, as it would affect public access to the park along Colorado Blvd. Should it be constructed.



Existing Pump House Area



Existing Pump House Area



Water Treatment Facility

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APPENDIX



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NATURAL AND CULTURAL RESOURCES REPORT
FREDERICK RECREATION AREA
TOWN OF FREDERICK, COLORADO



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NATURAL AND CULTURAL RESOURCES REPORT
FREDERICK RECREATION AREA
TOWN OF FREDERICK, COLORADO

Prepared for:

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Frederick, CO 80530

Prepared by:

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Dacono, CO 80514

November 10, 2023

SMITH ENVIRONMENTAL AND ENGINEERING

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APPENDIX B – CULTURAL RESOURCES REPORT

1.0 INTRODUCTION

Smith Environmental and Engineering (SMITH) has prepared this Natural and Cultural Resources Report for Frederick Recreation Area (FRA) in the Town of Frederick, Colorado. FRA consists of over 300 acres encompassing Milavec Reservoir, Bella Rosa Golf Course, and the Frederick Skate Park. SMITH has assessed wildlife, wetlands and aquatic features, vegetation, ecological function, and cultural resources. This document identifies key resources that may warrant protection or special consideration during the planning process and recommends mitigation and protective measures.

1.1 LOCATION

FRA is west of Colorado Boulevard between Bella Rosa Parkway to the north and Godding Hollow Parkway to the south (Figure 1). It is located in Section 24, Township 2 North, Range 68 West on the Frederick and Gowanda US Geological Survey (USGS) quadrangles. The center of FRA is located at 40.123204 degrees north, 104.947175 degrees west. The elevation ranges from approximately 4,920 feet near Bella Rosa Parkway and Colorado Boulevard to 4,970 feet near the skate park.

1.2 LAND USE

FRA includes a variety of land uses, though most are recreational in nature. The golf course and skate park are in use for those specific activities. Milavec Reservoir is non-potable water storage for the Town of Frederick. The reservoir is used mostly for hiking around the perimeter trail and fishing as it lacks a swim beach or easily accessible boat ramp. The park area along the east side of the Milavec Reservoir has picnic shelters, playground, fitness court, basketball court, and horseshoe pits. The area to the west is leased as agricultural land, and there are also some oil and gas facilities on the property.

The area surrounding FRA largely consists of residential development. While there are some low density areas to the south of Godding Hollow Parkway, lot size is smaller to the northwest. There is a business park directly across Colorado Boulevard, which includes a grocery store, gas station, hardware store, tire shop, storage units, and a few other store fronts. Saddleback Golf Course is located farther to the east and is largely surrounded by undeveloped (vacant) land.

1.3 LANDFORM AND HYDROLOGY

FRA exhibits generally flat to undulating topography with a gradual slope toward No Name Creek in the northeastern portion of the golf course. Milavec Reservoir, however, is elevated above the surrounding landscape by the dam and embankment. Also on the golf course, there is a pond and “water hazard creek” which flows into No Name Creek. There is a stormwater drainage that enters FRA from south of Godding Hollow Parkway and parallels Colorado Boulevard. Lower Boulder Ditch is located just west of FRA, but there is a subsurface connection and headgate used to convey ditch shares into the reservoir. All aquatic features are discussed in more detail in Section 4.0.

1.4 SOILS

Soils throughout FRA have been mapped by the Natural Resources Conservation Service (NRCS 2023); see Table 1 for a summary of soil characteristics. The NRCS does not delineate soil map units smaller than 7-10 acres, and therefore, actual soil map units may vary from what is mapped. This is especially likely in the wetland areas, where hydric soils have formed.

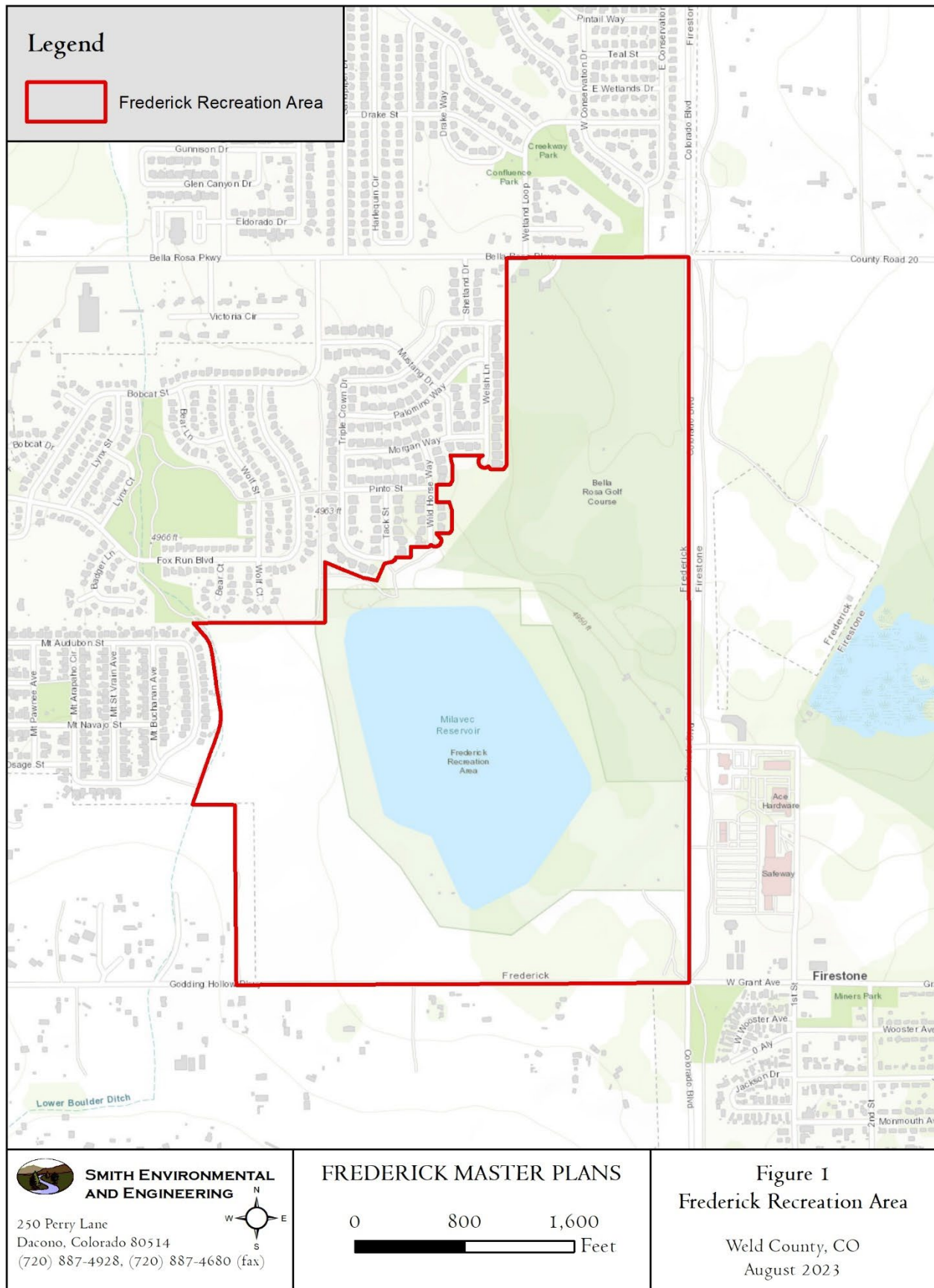


Table 1. Soil Map Units at FRA

Map Unit Name	Area	Landform	Drainage Class	Farmland Classification
Aquolls and Aquepts, flooded	Milavec and Bella Rosa	Depressions, plains, drainageways, terraces	Poorly drained	Prime farmland if drained and protected from flooding
Olney fine sandy loam, 1 to 3 percent slopes	West of Milavec	Plains	Well drained	Prime farmland if irrigated and low erodibility
Otero sandy loam, 1 to 3 percent slopes	West of Milavec	Plains	Well drained	Prime farmland if irrigated and low erodibility
Vona loamy sand, 3 to 5 percent slopes	Bella Rosa	Hillslopes, hills	Well drained	Not prime farmland
Vona sandy loam, 1 to 3 percent slopes	Bella Rosa	Plains, terraces	Well drained	Farmland of statewide importance
Vona sandy loam, 3 to 5 percent slopes	Bella Rosa	Plains	Well drained	Not prime farmland

1.5 ECOREGION

FRA is located within the Flat to Rolling Plains (Level IV) of the High Plains (Level III) Ecoregion (Chapman et. al 2006). The High Plains are characterized by higher elevations and drier moisture conditions than the Great Plains, and grama-buffalo grass is the dominant, natural vegetation complex. Land use in the Front Range Fans is changing from crop and rangeland to urban development. Many areas feature manmade lakes and gravel pits within the landscape.

2.0 METHODS

2.1 LITERATURE REVIEW

SMITH reviewed baseline data for FRA, including the Natural Resources Conservation Services (NRCS) Web Soil Survey, USGS topographic quadrangle maps and hydrologic data, National Wetland Inventory maps, ecoregion and vegetation mapping, aerial photographs of the property, and native plant and wildlife data from US Fish and Wildlife Service (USFWS), Colorado Parks and Wildlife (CPW), and Colorado Natural Heritage Program (CNHP).

2.2 SITE INVESTIGATION

On-site investigations were conducted on April 13 and November 7, 2023, by Rebecca Hannon, a Certified Ecologist (CE) employed by SMITH. Rebecca has over a decade of experience in conducting ecological site investigations in the Colorado Front Range. Observations on land use, vegetation, wildlife habitat, wildlife presence and/or signs of wildlife use, and wetlands and hydrology were recorded.

3.0 VEGETATION

The vegetation at FRA is a direct function of hydrology and land use. All species observed at FRA are listed in Table 2 below, but it should be noted that this was not a comprehensive survey. Several species listed as noxious weeds by the Colorado Department of Agriculture were observed; their status is also indicated in Table 2.

East of the reservoir, there is a parkland area near the parking lot, playground, picnic tables and park shelters. The vegetation consists of turfgrass with a mix of both landscaped trees and mature cottonwoods along the ditch. There are a few weedy species in the grass fields, but the area is mowed frequently, thus preventing substantial weed cover. Vegetation is similar at the golf course, where the greens are mowed, but natural vegetation is permitted between greens and along the drainage features.

The banks of Milavec Reservoir are riprapped and as such have very little vegetation. Sunflowers (*Helianthus annuus*) were growing in many areas between the rocks, and patches of sandbar willow (*Salix exigua*) were observed as well. The trail area around the reservoir consists of a mix of upland grasses and weedy forbs.

Nearly all of the western extent of FRA is currently in agricultural production. Upland areas that are not used for agriculture contain a mix of upland grasses and weedy forbs. Most of the grasses are nonnative forage species common throughout the Front Range, including smooth brome (*Bromus inermis*) and crested wheatgrass (*Agropyron cristatum*).

There is substantial wetland vegetation throughout the FRA, especially along the southern and western edges of Milavec Reservoir. These wetland areas have monoculture stands of cattails (*Typha* spp.) which transition to rushes (*Juncus* spp.) and reed canary grass (*Phalaris arundinacea*) along the wetland edges. Wetland vegetation also occurs along the drainages and golf course water features. Cattails are common in these areas, but so is sandbar willow, a common woody, riparian species.

Table 2. Observed Plant Species in FRA

Scientific Name	Common Name	Native (Y/N)	Noxious Weed (A/B/C)
Graminoids			
<i>Agropyron cristatum</i>	Crested wheatgrass	N	
<i>Bromus inermis</i>	Smooth brome	N	
<i>Bromus tectorum</i>	Cheatgrass	N	C
<i>Distichlis spicata</i>	Inland saltgrass	Y	
<i>Eragrostis cilianensis</i>	Stinkgrass	N	
<i>Hordeum jubatum</i>	Foxtail barley	Y	
<i>Pascopyrum smithii</i>	Western wheatgrass	Y	
<i>Phalaris arundinacea</i>	Reed canary grass	Y	
Forbs			
<i>Asclepias</i> spp.	Milkweed	Y	
<i>Chenopodium album</i>	Lambsquarters	N	
<i>Cirsium arvense</i>	Canada thistle	N	B

Scientific Name	Common Name	Native (Y/N)	Noxious Weed (A/B/C)
<i>Convolvulus arvensis</i>	Field bindweed	N	C
<i>Conyza canadensis</i>	Horseweed	N	
<i>Dipsacus fullonum</i>	Common teasel	N	B
<i>Erodium cicutarium</i>	Redstem filaree	N	C
<i>Glycyrrhiza lepidota</i>	Wild licorice	Y	
<i>Helianthus annuus</i>	Common sunflower	Y	
<i>Juncus arcticus</i>	Arctic rush	Y	
<i>Kali tragus</i>	Russian thistle	N	
<i>Kochia scoparia</i>	Kochia	N	
<i>Lactuca serriola</i>	Prickly lettuce	N	
<i>Lepidium latifolium</i>	Perennial pepperweed	N	B
<i>Medicago sativa</i>	Alfalfa	N	
<i>Melilotus officinalis</i>	Sweetclover	N	
<i>Persicaria</i> spp.	Smartweed	Y/N	
<i>Polygonum</i> spp.	Knotweed	N	
<i>Rumex crispus</i>	Curly dock	N	
<i>Schoenoplectus pungens</i>	Common three-square	Y	
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	Y	
<i>Spergularia</i> spp.	Sandspurry	N	
<i>Taraxacum officinale</i>	Dandelion	N	
<i>Tribulus terrestris</i>	Goatheads	N	
<i>Typha</i> spp.	Cattails	Y	
<i>Verbascum thapsus</i>	Common mullein	N	C
Shrubs/trees			
<i>Catalpa speciosa</i>	Northern catalpa	N	
<i>Elaeagnus angustifolia</i>	Russian-olive	N	B
<i>Picea pungens</i>	Colorado blue spruce	Y	
<i>Pinus</i> spp.	Pine	Y/N	
<i>Populus deltoides</i>	Plains cottonwood	Y	
<i>Rosa woodsii</i>	Wood's rose	Y	
<i>Salix amygdaloides</i>	Peachleaf willow	Y	
<i>Salix exigua</i>	Sandbar willow	Y	
<i>Tamarix</i> spp.	Saltcedar	N	B
<i>Ulmus pumila</i>	Siberian elm	N	C

4.0 WETLANDS AND AQUATIC FEATURES

Waters of the US (WOTUS) are protected under Section 404 of the Clean Water Act (CWA). The US Army Corps of Engineers and the Environmental Protection Agency (EPA) are responsible for implementing the CWA. In general, water features, including wetlands, are considered to be WOTUS if they have a continuous surface water connection to a traditionally navigable water, though many exclusions exist for ditches, wastewater treatment systems, converted cropland, etc.

The aquatic features observed at FRA are summarized in Table 3 and Figure 2. Based on the current definition of WOTUS, none of these features are likely jurisdictional and therefore would not be subject to Section 404 of the CWA. However, only the USACE and EPA can issue jurisdictional determinations; if substantial alternations are proposed to any of the aquatic features, consultation with the USACE may be recommended.

However, wetlands and water bodies that do not meet the criteria for WOTUS still provide important ecological functions within the landscape, including wildlife habitat and stormwater management. Additionally, wetland areas are rarely suitable for development or active recreational use without alteration of the hydrology that has facilitated the establishment of the wetland area.

Table 3. Aquatic Features

Identifier	Description
<i>Water Bodies/Wetlands</i>	
Milavec Reservoir	The main aquatic feature at FRA. A non-potable water storage facility that is also used for fishing and non-motorized boats. Very little vegetation along the reinforced banks.
Golf Course Ponds	Two ponds on the golf course used for irrigation water supply and as water hazard features. Narrow bands of wetland vegetation are present along the perimeter.
Detention Pond	A vegetated basin just east of Wild House Way that serves as a stormwater detention feature for the residential development.
Wetlands – Drainages	Nearly all of the identified drainages at FRA have wetland vegetation along the banks or throughout the channel bottom. Most wetlands are Palustrine Emergent (PEM) dominated by cattails, but some are Palustrine Scrub-Shrub (PSS) with mostly sandbar willow.
Wetlands – Reservoir	There is an extensive PEM wetland complex along the western and southern edges of Milavec Reservoir. Cattails are dominant, but reed canary grass occurs along the outer edges and transitional areas.
Wet Meadow	The southeastern corner of FRA, near Colorado Boulevard and Godding Hollow Parkway, is a mowed meadow which is populated mostly by <i>Juncus arcticus</i> , a common wetland species. Salt deposits were present at the surface in some areas, which also indicates seasonally wet conditions. A soils investigation was not conducted to determine if this area meets the criteria for a wetland, but at the very least it represents a wet meadow transitional area. There appears to be significant subsurface flow supporting this vegetation community, and some land uses may be challenging to implement in this area.

<i>Linear Features</i>	
No Name Creek	No Name Creek is a local feature that enters FRA from the east via several culverts beneath Colorado Boulevard. It joins the Water Hazard Creek on the golf course and flows north beneath Bella Rosa Parkway and into the northern neighborhood. It supports patchy PEM and PSS wetlands within FRA but does not appear to have any downstream connectivity with a traditionally navigable water.
Water Hazard Creek	The water hazard creek flows west to east through the golf course before its confluence with No Name Creek. It supports patchy PEM wetlands. It is supported largely by stormwater flows from the west.
Stormwater Ditch – East	This ditch feature enters FRA from the south beneath Godding Hollow Parkway and approximately parallels Colorado Boulevard north until it meets No Name Creek. There are two side channels that contribute flows from the southern wetlands and upper parking lot runoff. There is patchy PEM and PSS wetland vegetation along the ditch throughout FRA.
Stormwater Ditch – West	This is a very short ditch segment northwest of Milavec Reservoir and north of the agricultural fields. It supports some PSS vegetation but is largely dry. It appears to convey stormwater flows and terminates in a wetland area.



5.0 WILDLIFE

5.1 WILDLIFE USE

The typical wildlife community present in Front Range urban and suburban areas includes perching birds, bats, raptors, small and medium size herbivores (rodents and rabbits), carnivores (foxes, coyotes, raccoons, and weasels), and occasionally larger ungulates (deer and elk). These animals typically use undeveloped and undisturbed parcels for travel, cover, and foraging in urban environments (Table 4).

Table 4. Potential Wildlife Use of FRA

Species (general)	Season of Use	Purpose of Use
Deer (mule, white-tailed)	Primarily winter	Foraging, movement
Coyotes	Year-round	Resident, foraging, movement
Foxes	Year-round	Resident, foraging, movement
Raccoons	Year-round	Resident, foraging, movement
Skunks	Year-round	Resident, foraging, movement
Tree squirrels	Year-round	Resident, foraging, dispersal
Mice and voles	Year-round	Resident, foraging
Pocket gophers	Year-round	Resident, foraging
Prairie dogs	Year-round	Resident, foraging, dispersal
Rabbits	Year-round	Resident, foraging, dispersal
Bats	Year-round	Resident, foraging
Raptors	Year-round	Hunting, nesting
Perching birds	Year-round	Seasonal resident, nesting
Water birds	Year-round	Resident, foraging, migration
Snakes and lizards	Year-round	Resident, foraging, dispersal

FRA provides significant value for wildlife cover, travel, and foraging, though its use as a recreational property limits its capacity for permanent use for many larger terrestrial species. While some species are well-adapted to human behavior and may even be attracted to human-altered landscapes, many species will use such highly disturbed areas only sparingly or on a temporary basis. Large, ungulate grazers are unlikely to occur unless passing through to more desirable habitat areas. Foxes and coyotes are somewhat adaptable to such landscapes and may hunt and/or have denning sites in these human-occupied landscapes, though none were observed.

FRA is perhaps most valuable to avian species as it provides a broad diversity of habitat types. Most notably, Milavec Reservoir is a well-known area for bird watching as the open water attracts many species of waterfowl. The extensive wetland areas south and west of the reservoir provide excellent cover and nesting habitat for wetland species such as the Red-winged Blackbird. Many of the grassland areas are mowed or used for agriculture, which decreases their wildlife value, but these areas are still used for foraging and cover, though not nesting. Lastly, there are mature cottonwood trees throughout FRA that provide excellent nesting for many birds. Raptors often use large trees near water, but they can also be deterred by human presence in an area. Birds are discussed further in later sections.

5.2 SENSITIVE AND SPECIALLY VALUED SPECIES

SMITH assessed habitats for all sensitive and specially valued species with potential to occur in FRA. The USFWS is responsible for implementing the Endangered Species Act (ESA) and maintaining the list of species. The Colorado State Wildlife Action Plan (SWAP) includes a list of Species of Greatest Conservation Need, which have been identified by CPW. The list is divided into two tiers, with Tier I species representing the highest degree of conservation priority. Table 5 identifies each of these elements, provides their status with the appropriate tracking agency, and discusses the potential that each would occur in FRA.

Table 5. Sensitive and Specially Valued Species with Potential to Occur in FRA

Species	Status	Habitat and Likelihood of Occurrence
AMPHIBIANS		
Northern leopard frog (<i>Lithobates pipiens</i>)	SWAP - Tier I	The northern leopard frog prefers semi-permanent wetlands, standing water, and streams with aquatic shoreline vegetation (Hammerson 1999). The reservoir does not provide suitable vegetation or substrates necessary for the leopard frog. The frog is unlikely to occur at FRA.
BIRDS		
Burrowing Owl (<i>Athene cunicularia</i>)	SWAP - Tier I State Threatened	Burrowing Owls nest almost exclusively in abandoned prairie dog burrows. No prairie dog burrows were identified within FRA, and surveys for Burrowing Owls are not recommended.
Eastern Black Rail (<i>Laterallus jamaicensis</i> ssp. <i>jamaicensis</i>)	ESA - Threatened	The rail occurs in wetlands with dense overhead cover and soils that are moist to saturated interspersed with or adjacent to very shallow water. In Colorado, they are known to occur mostly in the southeastern part of the state (Wickersham 2016). The wetland areas at FRA are populated mainly by cattails and lack a dense overstory. The rail is unlikely to occur at FRA.
Golden Eagle (<i>Aquila chrysaetos</i>)	SWAP - Tier I	Golden Eagles prefer to nest in cliffs and canyon areas but will also nest in more open habitats. No eagles or potential nesting sites were observed at FRA. Eagles may hunt in the surrounding area.
Piping Plover (<i>Charadrius melodus</i>)	ESA - Threatened State Threatened	The plover is an open-beach nesting specialist. While this species does not occur in FRA, depletions to the South Platte River basin can impact downstream habitat. Most municipal water providers are members of the Platte River Recovery and Implementation Program (PRRIP) which provides mitigation for downstream impacts in the river basin.
Whooping Crane (<i>Grus americana</i>)	ESA - Endangered State Threatened	The Whooping Crane does not nest in Colorado, but depletions to the South Platte River basin can impact downstream habitat. Most municipal water providers are members of the PRRIP which provides mitigation for downstream impacts in the river basin.

Species	Status	Habitat and Likelihood of Occurrence
FISH		
Pallid sturgeon (<i>Scaphirhynchus albus</i>)	ESA - Endangered	The sturgeon does not occur in Colorado; it is endemic to the Missouri River and lower Mississippi River basin. Depletions to the South Platte River basin can impact downstream habitat. Most municipal water providers are members of the PRRIP which provides mitigation for downstream impacts in the river basin.
INSECTS		
Monarch butterfly (<i>Danaus plexippus</i>)	ESA - Candidate	The monarch butterfly has been declined for formal listing under the ESA, but it remains a candidate subject to frequent status review. Monarchs undertake extensive migrations through North America and require milkweed (<i>Asclepias</i> spp.) plants for reproduction. Milkweed is present at FRA, largely along the wetland fringe areas that will not be significantly impacted.
MAMMALS		
Black-footed ferret (<i>Mustela nigripes</i>)	ESA - Endangered State Endangered SWAP - Tier I	The ferret lives exclusively in prairie dog burrows and feeds almost exclusively on prairie dogs. No prairie dog burrows were identified at FRA. Several experimental populations have been established in Colorado, but these do not occur on or adjacent to FRA.
Gray wolf (<i>Canis lupus</i>)	ESA - Endangered	The USFWS requires that the gray wolf be considered if the proposed activity includes a predator management program. Though the USFWS asserts that lone, dispersing gray wolves may be present throughout the state, the only recent sightings have occurred in northwestern Colorado, and they are not believed to have crossed into the Front Range.
Fringed myotis (<i>Myotis thysanodes</i>)	SWAP - Tier I	The fringed myotis occurs in woodlands and can roost in buildings. It is not particularly abundant in Colorado (Armstrong et. al 2011). It is unlikely to occur at FRA.
Little brown myotis (<i>Myotis lucifugus</i>)	SWAP - Tier I	With a statewide distribution, the little brown myotis is common in wooded areas, including riparian woodlands, pinyon-juniper woodlands, and montane shrublands. They are also known to roost in buildings (Armstrong et. al 2011). It is unlikely to occur at FRA.
Olive-backed pocket mouse (<i>Perognathus fasciatus</i>)	SWAP - Tier I	Little is known about this species in Colorado, but its habitat generally consists of mixed prairie and shrub-steppe. Recent captures have been recorded in Arapahoe and Elbert Counties, but it is believed that development along the Front Range has led to the extirpation of many populations (Armstrong et. al 2011). FRA is unlikely to support a population of pocket mice.

Species	Status	Habitat and Likelihood of Occurrence
Preble's meadow jumping mouse (<i>Zapus hudsonius preblei</i>)	ESA - Threatened State Threatened SWAP - Tier 1	Habitat for the mouse includes well-developed plains riparian vegetation with adjacent, undisturbed grasslands and a nearby water source. These conditions do not occur at FRA, which does not have connectivity to known populations or suitable habitat areas.
Townsend's big-eared bat (<i>Corynorhinus townsendii</i>)	SWAP - Tier 1	In the Great Plains, this bat is restricted to deciduous woodlands near caves and rocky outcrops (Armstrong et. al 2011). These conditions do not occur at FRA.
PLANTS		
Ute ladies'-tresses orchid (<i>Spiranthes diluvialis</i>)	ESA - Threatened	The Ute ladies'-tresses orchid occurs in seasonally moist soils and wet meadows. A single, poorly documented historical occurrence is the only record of the orchid in Weld County (CNHP 2022). The orchid is unlikely to occur at FRA.
Western prairie fringed orchid (<i>Platanthera praeclara</i>)	ESA - Threatened	The orchid occurs in mesic to wet tallgrass prairies in the central plains states; it is not known to occur in Colorado. Depletions to the South Platte River basin can impact downstream habitat.

5.2.1 Migratory Birds

Most bird species and their nests are protected under the Migratory Bird Treaty Act (MBTA), which prohibits "take" of birds, their eggs, feathers, or nests. Take is defined in the MBTA to include by any means or in any manner, any attempt at hunting, pursuing, wounding, killing, possessing, or transporting any migratory bird, nest, egg or part thereof. The typical annual nesting period for most birds begins in mid-April and extends through August. FRA provides nesting, foraging, and shelter habitat for many bird species that occur in grasslands, wetlands, and trees. During the November site visit, which occurred after many species have migrated for the winter, SMITH still observed Canada Goose, Northern Shoveler, Red-tailed Hawk, and Eurasian Collared Dove. On the eBird website, which allows birders to enter their observations for specific locations, 170 species have been recorded at Milavec Reservoir.

Raptors

The nesting season for raptors begins as early as February and extends through the summer. CPW has established recommended protective buffers of 0.25 – 0.5 mile and seasonal restrictions around raptor nest sites (CPW 2020). There are mature trees within FRA and the surrounding 0.5-mile that could provide nesting sites for several raptor species. No nests or raptors were identified in FRA during the site investigation, but given the proximity to the reservoir and the likely presence of prey throughout the FRA, raptors likely use the area for hunting.

Bald and Golden Eagles

Bald and golden eagles are afforded additional protections under the Bald and Golden Eagle Protection Act (BGEPA). CPW recommends that their nests can be protected from disturbance by activity buffers

up to 0.5 mile. In Colorado, bald eagles nest primarily in large cottonwood trees, and in the Front Range, they frequently use trees on reservoir edges. They also frequently forage around streams and reservoirs in the winter (Wickersham 2016). Golden eagles, as noted in Table 5, usually nest in cliffs and canyons but can occur in open areas, especially where abundant prey is available. No eagles or their nests were observed within or adjacent to FRA. CPW (2023) indicates that the nearest active eagle nests are located approximately three miles to the east. FRA is mapped by CPW to include bald eagle winter range and forage areas, but there are no roosting sites. Eagles may occasionally be observed, but they are unlikely to use FRA for nesting or roosting.

5.2.2 Black-tailed Prairie Dogs

At present, there are no prairie dogs in FRA, and no management actions are necessary. The Town of Frederick does not have a policy that regulates the management of prairie dogs. They are classified by CPW as "other small game" and by the Colorado Department of Agriculture as a "destructive rodent pest." Several management options are available, if necessary, though SMITH recommends live trapping for donation to wildlife rehabilitation facility or relocation to a more suitable property.

5.2.3 Burrowing Owls

Burrowing owls are strongly associated with prairie dog colonies and are commonly found nesting in their burrows (Wickersham 2016). The nesting season in Colorado occurs from March 15 through October 31, though migrating or over-wintering owls could potentially use prairie dog colonies between October 31 and March 15. Current guidance from CPW (2020) recommends no human encroachment within one-eighth mile (660 feet) of burrowing owl nest sites during the nesting season and no construction-related disturbances within one-quarter mile (1,320 feet). Because no prairie dogs were identified in or near FRA, no surveys or mitigation measures are necessary at this time.

5.3 SPECIAL HABITAT FEATURES

Three elements of FRA can be considered special habitat features worthy of additional consideration and protection: Milavec Reservoir, the wetland areas, and the mature cottonwood trees. The reservoir will be protected as a function of its utilitarian use for water storage and overall value to the community for recreation, but it is also significant in the region for water birds and other wildlife that rely on open water bodies. The wetland areas that are found throughout FRA represent a unique feature in a landscape that is otherwise predominantly an upland grassland community. Though vegetative diversity is low in the wetland areas, which are dominated by cattail stands, they still support a more diverse array of wildlife and a broader spectrum of ecological functions (discussed in the next section). Lastly, the mature cottonwood trees throughout FRA have value to humans and wildlife alike. They are the only significant source of natural shade, and they are a native species, unlike the other trees which are largely ornamental varieties or noxious weeds (e.g., Siberian elm and Russian olive). As such, cottonwoods serve to connect park users to the natural history of the region. Additionally, these provide excellent perching and nesting habitat to birds, squirrels, and other wildlife that occurs at FRA.

6.0 ECOLOGICAL FUNCTION

Because FRA has been altered for human use, it does not retain all of the ecological functions characteristic of the undisturbed High Plains. Most notably, the biodiversity has declined significantly from pre-disturbance conditions, which has impacts that cascade through the local food chain. Nonetheless, the majority of the site remains undeveloped, and impermeable surfaces have been minimized. As such, some ecological functions are maintained, as summarized below.

- FRA provides **habitat** for a variety of plants and animals, including fish, water birds, perching birds, and insect pollinators. Though the reservoir lacks a robust and diverse vegetative buffer, it is still utilized by many bird species, especially during migratory periods. The mature trees that occur east of the reservoir provide hunting perches for raptor species as well as nesting habitat for raptors and smaller species alike.
- **Primary productivity** refers to the production of biomass from inorganic or abiotic inputs; in terrestrial systems this consists of plant growth using solar energy, carbon dioxide, and water. Grassland ecosystems are generally very productive ecosystems, which is why so many of the world's agricultural systems are located in converted grasslands. Aquatic systems also include photosynthetic organisms that form the base of the aquatic food web. While many of the producers in FRA are nonnative species, they maintain the site's ability to produce biomass, which subsequently affects some of the other ecological functions.
- Vegetation within FRA contributes to the functions of **carbon storage and nutrient cycling**. A portion of the carbon dioxide absorbed during the photosynthetic process is fixed and stored in the organism's tissues. While some releases occur during respiration and decomposition, some carbon is also incorporated into the topsoil (or aquatic sediments). Nitrogen is another element that is essential to plant growth; atmospheric nitrogen is fixed by microbes and fungi, incorporated into plant biomass, and ultimately released again upon decay. These cycles are vital to ecosystem function.
- Perhaps the most significant ecological function (and benefit to the human environment), is FRA's role in **stormwater management**. Permeable surfaces, such as parks and natural areas, allow rainwater and snowmelt to infiltrate into the ground. This natural process reduces flooding and erosion in waterways, allows for the filtration of pollutants through vegetation and soils, and can even buffer against drought conditions by storing water in the landscape.

7.0 CULTURAL RESOURCES

A search of relevant cultural resources databases and historic sources did not reveal any properties in FRA currently listed on the National Register of Historic Places (NRHP) or the State Register of Historic Places. FRA appears to have minimal potential for prehistoric resources due to the general setting and prior disturbance. Therefore, a field assessment for archaeological resources is not recommended. However, Milavec Reservoir appears to be over fifty years old and has not been recorded or evaluated for NRHP/SRHP eligibility. An evaluation would be recommended prior to any changes to the reservoir or its surroundings. The summary of the resources review can be found in Appendix B.

8.0 MITIGATION AND PROTECTIVE MEASURES

8.1 TIMING OF DISTURBANCE

The most significant environmental consideration for the timing of any proposed disturbance is the breeding season for birds, which begins in late winter and extends through the summer months. FRA provides nesting habitat for a broad spectrum of birds, including tree-nesting species and species that nest in wetland areas. Because the MBTA prohibits the take of an active nest of any protected species, any surface disturbance activities should occur prior to the breeding season to avoid incidental take of an active nest. This includes tree removal, structure demolition or restoration, and surface grubbing or scraping. If work schedules cannot accommodate this avoidance, thorough nest surveys by a qualified biologist should be conducted in advance of such activities. If an active nest is detected, it should be protected by an appropriate buffer (based on species) until chicks fledge. Inactive bird nests, including raptor nests but excluding Bald and Golden Eagle nests, can be removed and destroyed.

Breeding for other wildlife species that may occur within FRA also generally occurs in the spring and summer, and as such, protections for birds would benefit other wildlife as well. However, these species are not afforded the same legal protections as birds. If there is a circumstance where a non-avian nest or young are discovered on site, protective measures (i.e., buffers) would still be recommended. CPW does permit the relocation of some wildlife species with the appropriate permits.

8.2 MITIGATION AND ENHANCEMENT MEASURES

Mitigation measures to address potential adverse effects range from avoidance to minimization to restoration. The following list of mitigation recommendations represents some of these approaches as they can be applied within FRA.

Avoidance

- Milavec Reservoir is one of the more unique features within the local landscape, as it provides a perennial water source. Avoiding significant impacts is strongly recommended, unless they are designed to also enhance the overall habitat quality and ecological function.
- Though some are nonnative, the trees throughout FRA provide roosting, cover, and nesting habitat for many species of birds. Mature trees, but especially the cottonwoods, should be preserved to the extent practicable.

Minimization

- As discussed previously, any necessary surface disturbance should be performed outside of the breeding season.
- Surveys for nesting birds should be conducted prior to disturbance activities during the nesting season.
- Any existing or proposed lighting elements should be minimized or at least directed downward to limit light pollution that may disrupt wildlife movements, especially during migration periods. Lighting proposed at athletic fields and the skate park should be turned off or reduced to a minimum level when not in use.
- If necessary, install appropriate stormwater Best Management Practices (BMPs) to prevent sediment flow into the reservoir and wetland areas.

Restoration and Enhancement

- Consider transitioning non-functional turf areas to more drought-tolerant, native vegetation. On a microscale, native vegetation would support pollinators and smaller urban-adapted species. Native milkweed (*Asclepias* spp.) especially does well in drainage swales and is crucial for populations of monarch butterflies.
- Mowing should be restricted to areas designated for human recreation and planted in turfgrass.
- The potential for native vegetation along the Milavec Reservoir shoreline should be explored to determine what can be done to ensure that recreational access and dam security are preserved while also enhancing water quality and wildlife habitat.

Maintenance

- Utilize signage to educate residents and visitors about the ecological and historical value of the property. The signage can emphasize remaining on trails, keeping pets on leashes, and not feeding wildlife.
- A noxious weed management plan should be developed in advance of any proposed disturbances and for the long-term health of the vegetative community. Any increased disturbance or use will increase the potential for the establishment and spread.
- The maintenance personnel responsible for long-term management should be encouraged to minimize the use of herbicides, insecticides, fertilizers, etc. to maintain clean waterways and minimize risk to pollinators.

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APPENDIX A - PHOTOS OF FREDERICK RECREATION AREA



Photo 1. View looking north across the wetland meadow near the southern boundary (Goddard Hollow Parkway). This area is largely a mowed field of rushes, which occur in wetland areas.



Photo 2. An extensive cattail wetland south of Milavec Reservoir.

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Photo 3. Salts that have precipitated out of the soils south of Milavec Reservoir. This is indicative of frequent saturation and saline conditions.



Photo 4. Oil and gas infrastructure west of Milavec Reservoir and adjacent to the agricultural fields.

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Photo 5. View looking north between the agricultural fields to the west and Milavec Reservoir to the east. The vegetation in this area is a transition from cattail wetlands to uplands.



Photo 6. View looking south between the agricultural fields and Milavec Reservoir.

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Photo 7. View looking southwest from the northwestern corner of Milavec Reservoir.



Photo 8. View looking northeast toward Bella Rosa Golf Course from the trail at Milavec Reservoir.

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Photo 9. Canada Geese and Northern Shovelers near the boat ramp at Milavec Reservoir.



Photo 10. View looking east across the boat access and wetland area east of Milavec Reservoir.

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Photo 11. View looking northeast along the mature cottonwood trees east of Milavec Reservoir.



Photo 12. Ditch flowing through the parkland portion of FRA.

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TO: Rebecca Hannon, Smith Environmental and Engineering
FROM: Robert Mutaw, A&B Cultural Consultants, LLC (A&B)
DATE: June 28, 2023
RE: Archaeological and Historical Records Review for the Frederick Recreation Area (Milavec Reservoir), Frederick, Weld County, Colorado

At your request, A&B conducted a records and literature review for this Study Area as illustrated in Figure 1. This Study Area is located on public land in the northern quarter of Section 24, Township (T) 2 North (N), Range (R) 68 West (W) of the 6th Principal Meridian (P.M.). The Study Area appears to be located within eleven separate real estate parcels none of which contain structures that are 50 years old or older, i.e., historic.

On June 27, 2023, A&B reviewed the records in Compass, the on-line database of Colorado cultural resources maintained by the Office of Archaeology and Historic Preservation (OAHP) at History Colorado and the following sources:

- General Land Office (GLO) 1863 Plat Map for T 2 N, R 68 W of the 6th P.M.
- Historic Trails Map of the Greeley Quadrangle (Scott and Shwayder 1999)
- USGS Frederick Quadrangle Maps of 1950 and Revised 1994
- USGS Gowanda Quadrangle Maps of 1950 and Photorevised 1969
- USGS Coal Mines of Northern Colorado (Roberts et al. 2001)

The purpose of this review was to determine if any resources listed in the National Register of Historic Places (NRHP) or State Register of Historic Properties (SRHP) have been previously recorded within the Study Area and to assess the potential for qualifying resources to be present based on existing information. A field investigation for archaeological and historical resources was not performed.

The OAHP, Compass database search revealed that two surveys had been performed and no sites were previously recorded within Section 24, T2S, R68W, 6th P.M. These two surveys were countywide thematic inventories of farm and ranch properties in Weld County (MC.CPO.R27) and depression-era properties in eastern Colorado (MC.SHF.R192). It appears that neither of these surveys addressed any properties within the Study Area.

The 1863 GLO Plat map shows a ravine along the eastern edge of the Study Area, but no cultural features are identified in this section (Figure 2). The historic trails map covering this area (Scott and Shwayder 1999) shows the Union Pacific Railroad to the east of the Study Area (Figure 3). The coal mine map for the Boulder-Weld coal field (Roberts et al. 2001) does not show any mines located within the Study Area nor does it show any undermining in the Study Area by nearby mines (Figure 4). The 1950 USGS topographic maps for the Frederick and Gowanda quadrangles show improved roads along the north, east, and south borders of the section; the UPRR running north-to-south to the east of the Study Area; “Firestone Lake” in the southeast quarter of the section along with a two-track road and two lateral ditches from an unnamed ditch; and an unnamed drainage through the northeastern portion of the Study Area (Figure 5). The 1994 revised USGS topographic map for the Frederick quadrangle and the 1969 photorevised map for the Gowanda quadrangle (Figure 1) no longer shows the railroad on the Frederick quadrangle but it is still present on the Gowanda quadrangle; the lake is now identified as “Milavec Lake”; buildings are now depicted the northeast and southeast portions of the Study Area; and oil and gas wells are shown in the southeast quarter of the section.

A search of the relevant cultural resources databases and historic sources did not reveal any properties currently listed in the NRHP or SRHP within the Study Area. The Study Area appears to have minimal potential for prehistoric resources due to the general setting and likely prior disturbance of it. Therefore, a field assessment of the Study Area for archaeological resources is not recommended. Firestone Lake/Milavec Lake appears to be over fifty years old and has not been recorded or evaluated for NRHP/SRHP eligibility, therefore, we recommend that this be accomplished prior to any changes to the reservoir or its surroundings.

REFERENCES

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2001 *Maps Showing the Extent of Mining, Locations of Mine Shafts, Adits, Air Shafts, and Bedrock Faults, and Thickness of Overburden above Abandoned Coal Mines in the Boulder-Weld Coal Field, Boulder, Weld, and Adams Counties, Colorado.* United States Geological Survey, Geologic Investigations Series I-2735. Washington, D.C.

Scott, Glenn R. and Carol R. Shwayder

1993 *Historic Trail Map of the Greeley 1° x 2° Quadrangle, Colorado and Wyoming.* US Geological Survey Miscellaneous Investigations Series Map I-2326, Washington, DC.

Limitations:

1. Compass is not a substitute for a formal file search.
2. Obtaining information from Compass on previously recorded resources does not constitute review under Section 106 of the National Historic Preservation Act or the State Register Act.
3. The absence of information concerning resources in a particular area does not necessarily indicate that none exist. The absence of information concerning resources in a particular location may be due to a lack of investigations in that area, incomplete information submitted to the OAHP, or delays in processing.

FIGURES

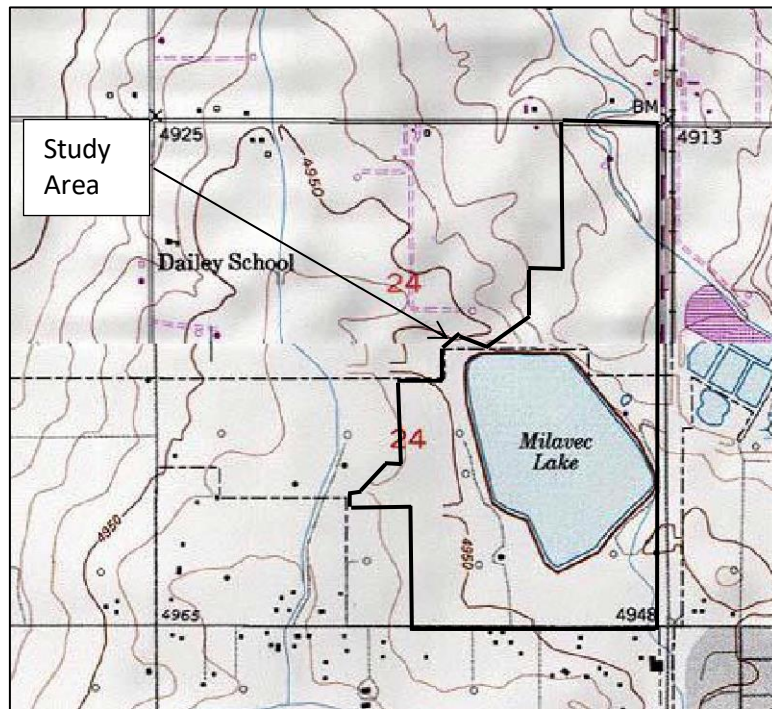


Figure 1. Study Area Location Map USGS Frederick, Colorado (1950, Revised 1994) Gowanda, Colorado (1950, Photorevised 1969).

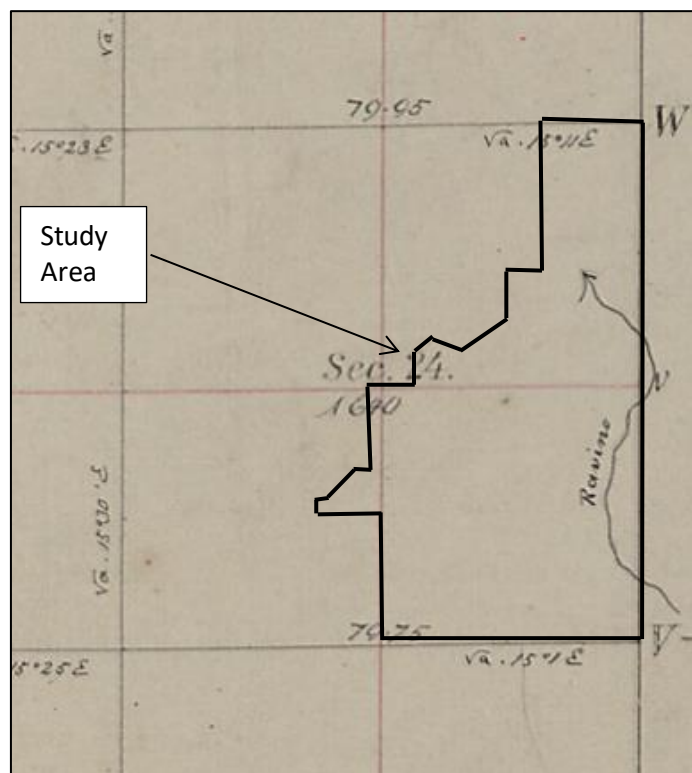


Figure 2. GLO Plat Map (GLO 1863).

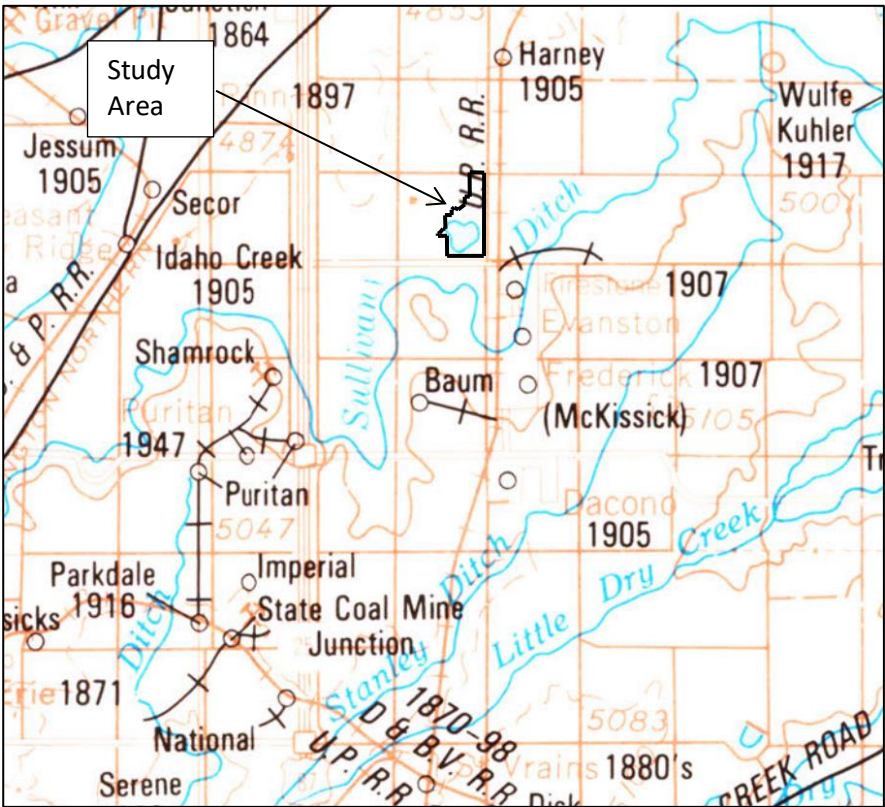


Figure 3. Historic Trails Map of the Greeley Quadrangle (Scott and Shwayder 1999).

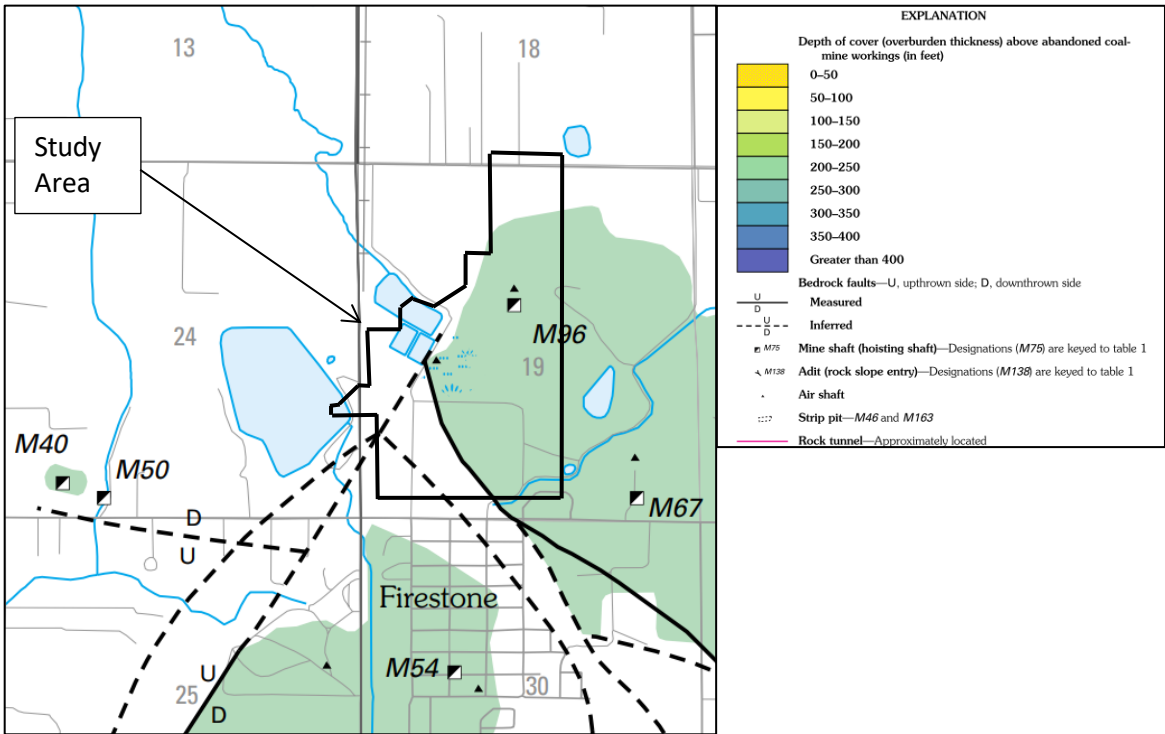


Figure 4. USGS Coal Mines of Northern Colorado (Roberts et al. 2001)

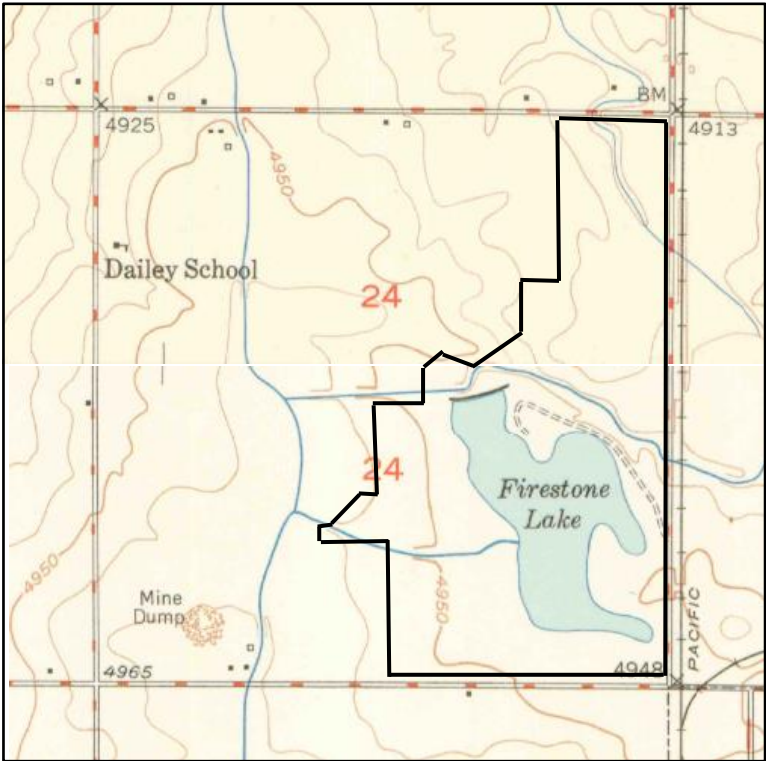


Figure 5. USGS Frederick, Colorado (1950) and Gowanda, Colorado (1950).

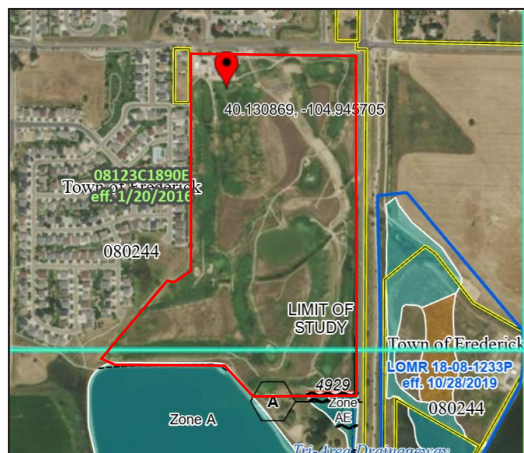
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SMITH ENVIRONMENTAL AND ENGINEERING
Delivering Sustainable Environmental Solutions

**FREDERICK RECREATION AREA AND CENTENNIAL PARK MASTER
PLANS: BELLA ROSA GOLF COURSE HYDRAULIC MODELING**

*Prepared for the Town of Frederick by Smith Environmental and Engineering under
contract with Design Concepts LLC*



December 20, 2023



WWW.SMITHDELIVERS.COM

250 Perry Lane Dacono, CO 80514 phone: 720.887.4928 fax: 720.887.4680

FREDERICK RECREATION AREA AND CENTENNIAL PARK MASTER PLANS: BELLA ROSA GOLF COURSE HYDRAULIC MODELING

Prepared for:

Town of Frederick
401 Locust Street
Frederick, CO 80530

Prepared by:

Smith Environmental and Engineering
250 Perry Lane
Dacono, CO 80514

Prepared Under Contract With:

Design Concepts dba, Inc.
211 Public Road, Suite 200
Lafayette, CO 80026

December 20, 2023

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1.0 INTRODUCTION

Smith Environmental and Engineering (SMITH) was retained by Design Concepts dba, Inc. (Design Concepts), who is contracted by the Town of Frederick (Town) to conduct a flood study for future drainage improvements to the Bella Rosa Golf Course located at 5830 Bella Rosa Pkwy, Frederick, CO 80504 (Figure 1). SMITH based the study off previous Federal Emergency Management Agency (FEMA) studies that surround the golf course as well as prior studies conducted by Anderson Consulting Engineers, Inc. (ACE) for the Town of Frederick. SMITH conducted the study using the US Army Corps of Engineers: Hydrologic Engineering Center's River Analysis System (HEC-RAS) to simulate the local hydrology and determine the 100-yr storm floodplain within the Bella Rosa Golf Course.

1.1 PURPOSE

The purpose of this study is to perform a flood study to be used by Design Concepts for the resilient location of the design of building, utility services, and drainage. Results of the recently completed Frederick/Dacono Outfall System Plan (OSP) study have been implemented into this study to ensure consistency with respect to the upstream portions of the Tri-Town Channel and other adjacent bodies of water. It is important that this study did not reevaluate existing regulatory floodplains or reevaluate the areas analyzed in the Frederick/Dacono OSP study.

The agreed scope of work for this study is to include the following:

- SMITH will perform a flood study for internal use for the resilient location of the design of building, utility services, and drainage.
- SMITH will base this study by using hydrology (volumetric flow rate) from the existing FEMA study to the south of the golf course and making an adjustment for the small additional area. Then using the new site-specific topography input the data in most suitable hydraulic software.
- SMITH will develop a map of the output but no drainage report.



SEAL

**REVIEW
DRAFT**

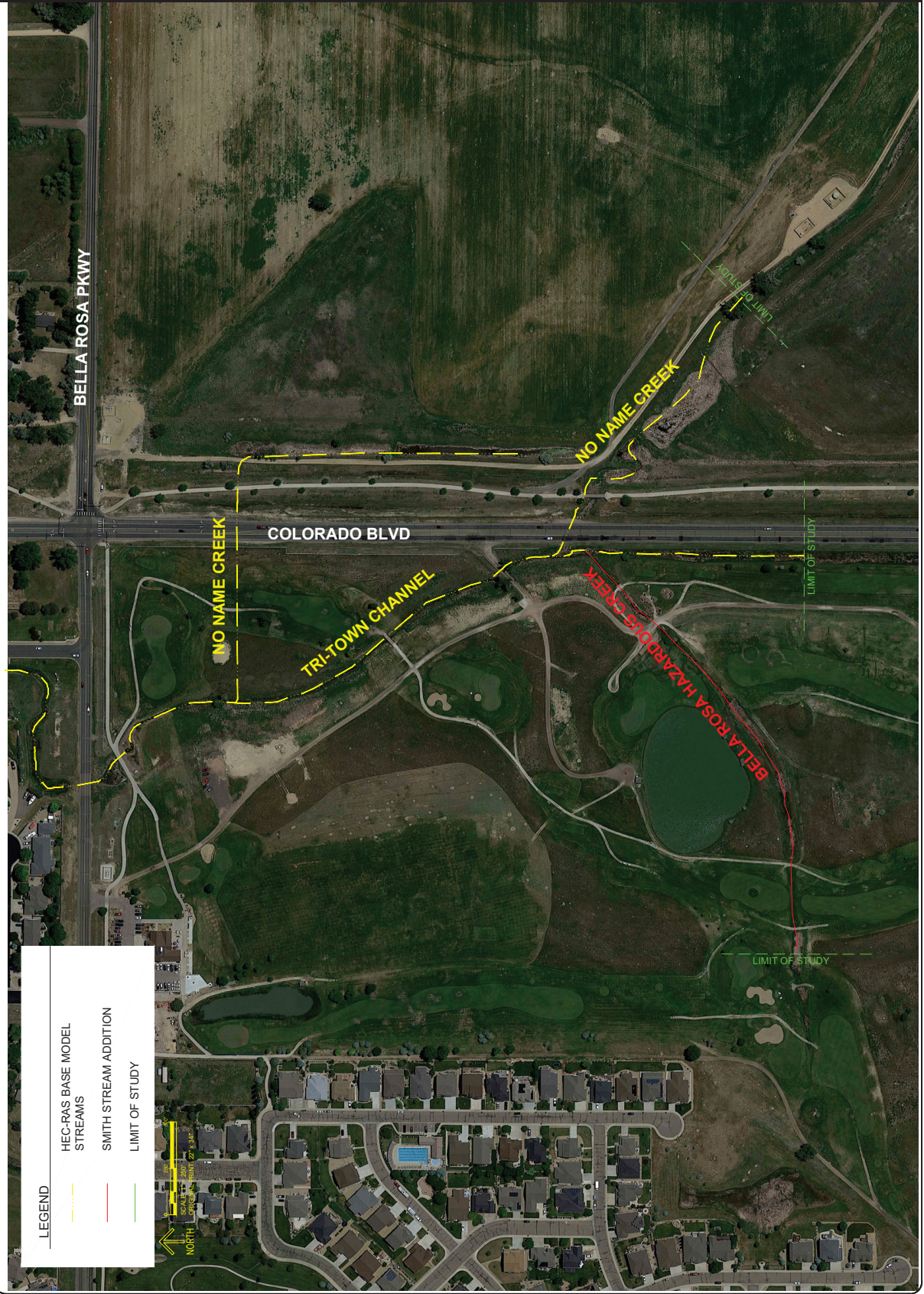
**TOWN OF FREDERICK
HEC-RAS 100-YR FLOODPLAIN
FREDERICK, COLORADO**

PROJ. NAME:

DESIGNED BY:	JD
DRAWN BY:	CE
CHECKED BY:	JD
PROJECT NUMBER:	22-003
DATE ISSUED:	12/1/2023
ISSUE / ADDENDA / REVISIONS	
No. 1	DATE: 12/19/2023 BY: JD
DESCRIPTION: HEC-RAS FIGURE REVIEW	
No. 1	DATE: BY:
DESCRIPTION:	
No. 1	DATE: BY:
DESCRIPTION:	
No. 1	DATE: BY:
DESCRIPTION:	

SHEET NAME:
STUDY AREA

SHEET:
FIGURE 1



2.0 HEC-RAS MODELING

2.1 SURVEY DATA

SMITH utilized Light Detection and Ranging (LiDAR) elevation data collected by Topographic Co. for Design Concepts of the Bella Rosa Golf Course in August 2023. The area assessed using LiDAR included the Bella Rosa Golf Course as well as the Frederick recreational area to the south which surrounds the Milavec Reservoir.

2.2 ACE BASE MODEL

SMITH acquired a drainage study model from ACE which consisted of a HEC-RAS hydraulic model of the Bella Rosa Golf Course at its current condition and after future improvements. HEC-RAS is a hydrologic simulation software which performs one-dimensional steady flow as well as one and two-dimensional unsteady flow calculations. This data allows for a better understanding of the impacts of increased rainfall, local soil conditions and stormwater structures.

The drainage study conducted by ACE encompassed the Tri-Town Channel which parallels the western side of Colorado Boulevard and two No Name Creeks which flow from the east and into the Tri-Town Channel beneath Colorado Boulevard. The Bella Rosa Hazard Creek which bisects the golf course was not included in the study. SMITH then contacted Brian A. Smith with ACE to gather further information on the current state of the study. Brian stated that the flow data of Bella Rosa Hazard Creek was included within the model but was not added as an individual stream. SMITH concluded that the Bella Rosa Hazard Creek was needed to complete the hydraulic model for the Bella Rosa Golf Course as it collects surface runoff from the central portion of the golf course and drainage ponds within the adjacent Moore Farm neighborhood to the west.

2.3 SMITH GEOMETRY ADDITIONS

The base HEC-RAS model provided by ACE included the Tri-Town Channel split into “Upper,” “Upper-Lower,” and “Lower” sections as well as the two No Name Creeks feeding into the channel from the east. To complete the study for the Bella Rosa Golf Course, SMITH added a 2,500-ft portion of the Bella Rosa Hazard Creek reach which collects surface runoff from the central portion of the golf course and drainage ponds within the adjacent Moore Farm neighborhood to the west.

In total, eleven cross-sections were used within the model with three of the cross sections consisting of culverts. SMITH selected cross-section locations based on areas that:

- Were at certain distance intervals from point of convergence.
- Properly represented the downstream section of the reach.
- Were directly upstream or downstream of culverts.
- Represented any major changes in elevation or channel shape.

Each of the cross-sections used within the HEC-RAS model were identified using the distance in linear feet from where the creek converges with the Tri-Town Channel. The three keynote culverts identified within the model of the Bella Rosa Hazard Creek were identified at distances of 280-ft, 550-ft and 2,450-ft. The culverts at 280-ft and 550-ft flow beneath golf cart paths and the 2,450-ft cross-section flows beneath a fairway on the western end of the reach. The details of each culvert are listed in Table 1 below.

Table 1: Culvert Details

Culvert Cross-Section Identifier	Number of Barrels	Size of Culvert (inches)	Approximate Culvert Length ¹ (feet)	Culvert Material	Culvert Upstream Invert Elevation (feet)	Culvert Downstream Invert Elevation (feet)
280	1	42	10	RCP ²	4918.47	4918.05
550	1	24	20	Corrugated HDPE ³	4921.03	4019.80
2,450	2	12	170	Corrugated HDPE ³	4928.90	4926.00
					4928.90	4926.00

¹Deck/Roadway details used for HEC-RAS modeling were not called out in the survey data received by SMITH and were approximated based on general survey contours and google earth elevations.

² RCP = Reinforced Concrete Pipe

³ HDPE = High Density Polyethylene

2.4 SMITH STEADY FLOW SIMULATION ADDITIONS

After establishing the geometry used within the model, SMITH used flow rate variables from the base HEC-RAS model to seamlessly incorporate the Bella Rosa Hazard Creek stream addition. SMITH determined the best way to calculate the flow rate for the steady-flow simulation was to take the difference in flow rate between the upstream and downstream sections of the Tri-Town Channel. By using this method, SMITH was able to add a flow rate that did not alter the simulation for areas downstream of the Creek addition. Additionally, the flow rate calculated resulted in a slightly higher flow rate when compared to other methods of calculation making the results as conservative as possible.

3.0 RESULTS

SMITH utilized a base drainage study conducted by ACE to create a more complete drainage model of the Bella Rosa Golf Course. The base study encompassed the Tri-Town Channel which parallels the western side of Colorado Boulevard and two No Name Creeks which flow from the east and into the Tri-Town Channel beneath Colorado Boulevard. SMITH added a 2,500ft portion of the Bella Rosa Hazard Creek reach which collects surface runoff from the central portion of the golf course and drainage ponds within the adjacent Moore Farm neighborhood to the west. After establishing the geometry and adding flow data for the additional stream, the simulation provided the data detailed in Tables 2 and 3 located in Appendix A. SMITH utilized the data provided by HEC-RAS to map the 100-year floodplain within the Bella Rosa Golf Course (Figure 2).



SEAL

**REVIEW
DRAFT**

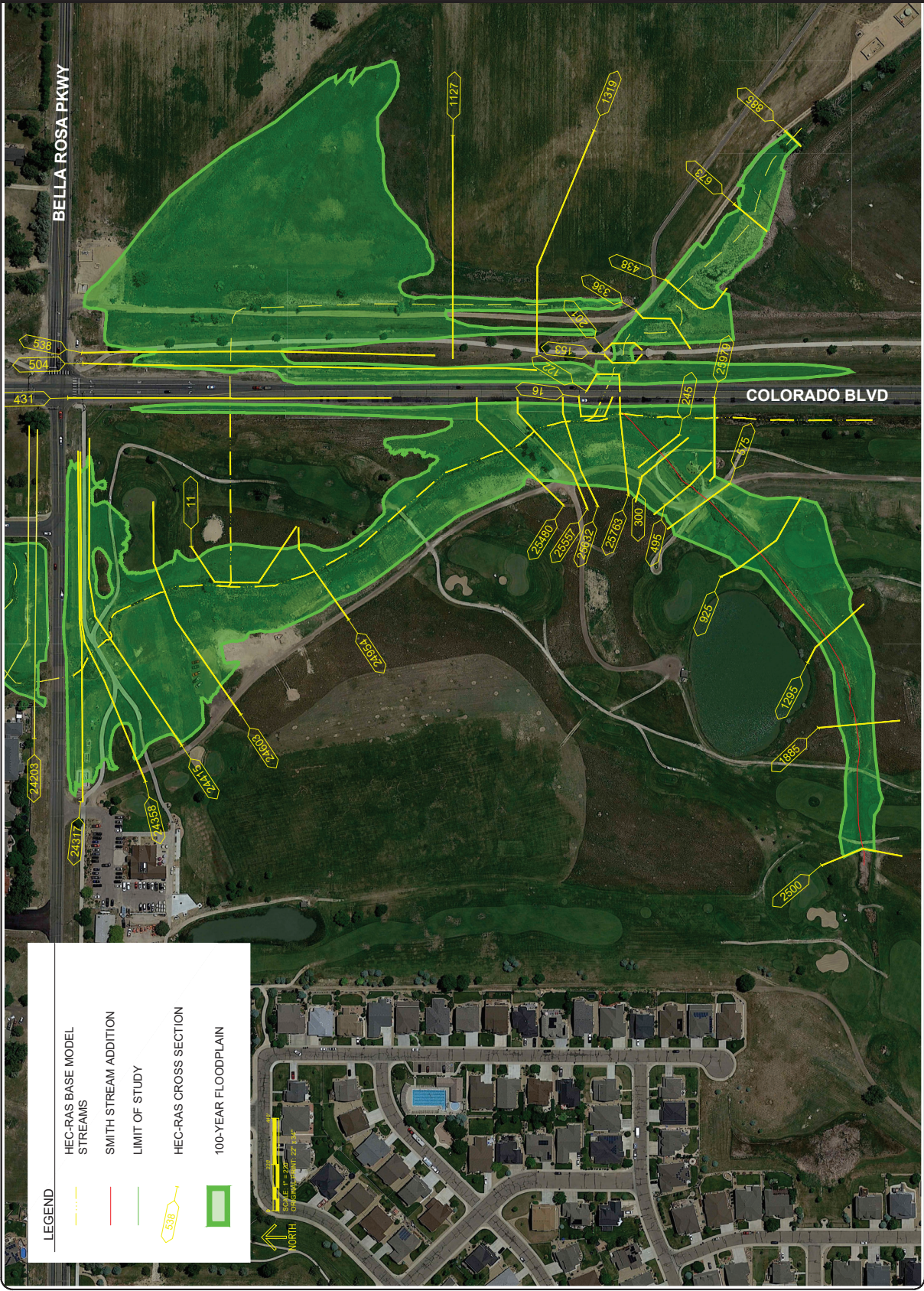
**TOWN OF FREDERICK
HEC-RAS 100-YR FLOODPLAIN**
FREDERICK, COLORADO

PROJ. NAME:

DESIGNED BY:	JD
DRAWN BY:	CE
CHECKED BY:	JD
PROJECT NUMBER:	22-003
DATE ISSUED:	2-11-2023
ISSUE / ADDENDUM / REVISIONS	
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DESCRIPTION:	
No. 1	DATE: BY:
DESCRIPTION:	
No. 1	DATE: BY:
DESCRIPTION:	

SHEET NAME:
**100-YEAR
FLOODPLAIN**

SHEET:
FIGURE 2



APPENDIX A: HEC-RAS 100-YEAR STEADY FLOW RESULTS

HEC-RAS Results for Bella Rosa Hazardous Creek Addition

Table 2: HEC-RAS Modeling Results for Cross sections

HEC-RAS Plan: Plan 09 River: Bella Rosa Reach: Hazardous Creek Profile: 100-Year

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
Hazardous Creek	2500	100-Year	89.00	4928.70	4930.32	4929.17	4930.33	0.000125	0.44	201.03	182.72	0.07
Hazardous Creek	2450		Culvert									
Hazardous Creek	1885	100-Year	89.00	4924.50	4925.88		4925.88	0.040529	0.74	120.77	150.08	0.14
Hazardous Creek	1295	100-Year	89.00	4922.60	4923.29		4923.31	0.002090	1.04	85.58	221.78	0.30
Hazardous Creek	925	100-Year	89.00	4921.80	4923.20		4923.20	0.000252	0.58	154.49	209.48	0.12
Hazardous Creek	575	100-Year	89.00	4921.00	4923.20	4921.53	4923.20	0.000017	0.26	389.39	343.35	0.03
Hazardous Creek	550		Culvert									
Hazardous Creek	495	100-Year	89.00	4919.00	4922.12		4922.12	0.000010	0.26	401.30	285.85	0.03
Hazardous Creek	300	100-Year	89.00	4918.40	4922.12	4918.90	4922.12	0.000001	0.11	950.26	392.32	0.01
Hazardous Creek	280		Culvert									
Hazardous Creek	245	100-Year	89.00	4918.00	4921.51		4921.51	0.000005	0.20	500.11	250.00	0.02

Table 3: HEC-RAS Modeling Results for Culverts

HEC-RAS Plan: Plan 09 River: Bella Rosa Reach: Hazardous Creek Profile: 100-Year

Reach	River Sta	Profile	E.G. US. (ft)	W.S. US. (ft)	E.G. IC (ft)	E.G. OC (ft)	Min El Weir Flow (ft)	Q Culv Group (cfs)	Q Weir (cfs)	Delta WS (ft)	Culv Vel US (ft/s)	Culv Vel DS (ft/s)
Hazardous Creek	2450 Culvert #1	100-Year	4930.33	4930.32	4930.33	4930.13	4930.01	6.88	82.61	4.45	5.15	5.80
Hazardous Creek	550 Culvert #1	100-Year	4923.20	4923.20	4923.20	4923.40	4923.01	15.44	73.56	1.08	6.49	4.91
Hazardous Creek	280 Culvert #1	100-Year	4922.12	4922.12	4922.07	4922.12	4922.01	46.72	42.28	0.61	5.31	4.87

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SMITH ENVIRONMENTAL AND ENGINEERING

Delivering Sustainable Environmental Solutions

TO: TOWN OF FREDERICK

FROM: SMITH ENVIRONMENTAL AND ENGINEERING

SUBJECT: WATER SAMPLING, TESTING, AND DATA INTERPRETATION - MILIVEC RESERVOIR

DATE: July 22, 2024

Design Concepts contracted Smith Environmental and Engineering (SMITH) to perform three sampling events as part of the Water Quality Sampling Program to be completed at Milavec Reservoir in Frederick, Colorado. The purpose of this water quality sampling, analysis, and data interpretation effort was to understand water quality in the reservoir, provide baseline information for management planning of stormwater, wildlife (aquatic and waterfowl), recreational, and agricultural uses of reservoir water, and provide recommendations if it is found that the water is not of suitable quality to support any of these uses.

Milavec Reservoir is an approximately 62-acre reservoir located within the Frederick Recreation Area (FRA). The reservoir is encircled by the Milavec Trail, a 1.26-mile crusher fine trail and serves as an open space and water-based recreational hub for the Carbon Valley. To date, the water is primarily used for park and landscape irrigation and is stocked with fish by the Colorado Department of Parks and Wildlife.

SMITH conducted three sampling events: 1) May 17, 2023, 2) August 15, 2023, and 3) December 21, 2023. On each of the three sampling dates, SMITH collected four samples: one sample on the surface near the ditch inlet to Milavec Reservoir, one sample at the bottom of Milavec Reservoir inlet, one sample on the surface of the center of Milavec Reservoir, and one sample near the bottom of the center of Milavec Reservoir. The three sampling dates and four sampling locations provided various data points encompassing the natural fluctuation in nutrient loads and water quality parameters as part of the hydrologic cycle at Milavec Reservoir.

SMITH followed the Colorado State University (CSU) Soil, Water, and Plant Testing Laboratory (SWPTL) water sample collection methods for each of the samples taken during this analysis. Once collected, the samples were sent to the CSU SWPTL in Fort Collins, CO to be analyzed for: pH, Soluble Salts (EC), Total Dissolved Solids (TDS), Carbonate, Bicarbonate, Alkalinity, Calcium (Ca), Magnesium (Mg), Potassium (K), Sodium (Na), Nitrate (NO₃), Nitrate-N (NO₃-N), Nitrite-Nitrogen (NO₂-N), Phosphorus (P), Sulfur (S), Iron (Fe), Manganese (Mn), Zinc (Zn), Copper (Cu), Total Hardness, and Lime. These parameters cover the water quality types relevant to each of the four uses of this water: agricultural, stormwater storage, recreational, and wildlife.

SMITH utilized the CSU irrigation standards and the CDPHE standards for stormwater storage, Primary Contact Recreation, and wildlife parameters. The specific parameters were selected based on the interests of the Town of Frederick to determine the long-term recreational usability of the reservoir. Water quality standards vary based on the different potential uses with each of the required parameters listed in Table 1.

Table 1: Water Sample Analytical Results

SAMPLE LOCATION	INLET TOP SURFACE			INLET BOTTOM SURFACE			CENTER TOP SURFACE			CENTER BOTTOM SURFACE			REQUIRED PARAMETERS*			
	5/17/2023	8/15/2023	12/21/2023	5/17/2023	8/15/2023	12/21/2023	5/17/2023	8/15/2023	12/21/2023	5/17/2023	8/15/2023	12/21/2023	Agriculture (Irrigation Water)	Stormwater Storage (Surface Water)	Recreational (Primary Contact Recreation)	Wildlife
WATER																
CONSTITUENT																
Conductivity (EC)	0.46	0.47	0.54	0.45	0.46	0.54	0.45	0.44	0.54	0.45	0.45	0.54	≤2	N/A	N/A	N/A
Phosphorus/cm	8.6	8.7	8.5	8.6	8.7	8.4	8.6	9.2	8.4	8.5	8.7	8.4	6.5-8.5	6.5-9	6.5-9.0	6.5 - 9.0
Fluoride	31 mg/L	32 mg/L	45 mg/L	29 mg/L	33 mg/L	50 mg/L	29 mg/L	33 mg/L	43 mg/L	30 mg/L	32 mg/L	45 mg/L	≤350 mg/L	N/A	N/A	N/A
Ammonia	40 mg/L	37 mg/L	47 mg/L	40 mg/L	37 mg/L	48 mg/L	40 mg/L	36 mg/L	47 mg/L	40 mg/L	36 mg/L	47 mg/L	≤350 mg/L	N/A	N/A	N/A
Nitrate	19 mg/L	18 mg/L	23 mg/L	17 mg/L	17 mg/L	24 mg/L	17 mg/L	16 mg/L	23 mg/L	17 mg/L	17 mg/L	23 mg/L	N/A	250	N/A	N/A
Total Dissolved Solids (TDS)	276 mg/L	283 mg/L	325 mg/L	270 mg/L	275 mg/L	323 mg/L	270 mg/L	262 mg/L	323 mg/L	270 mg/L	262 mg/L	325 mg/L	≤2000 mg/L	N/A	N/A	N/A
Asphorous	N/A	0.62 mg/L	0.28 mg/L	N/A	0.56 mg/L	0.29 mg/L	N/A	0.48 mg/L	0.27 mg/L	N/A	0.29 mg/L	0.28 mg/L	N/A	0.03	N/A	0.021 mg/L (colic) 0.047 mg/L (war
Iron	0.06 mg/L	0.04 mg/L	0.03 mg/L	0.05 mg/L	0.04 mg/L	0.02 mg/L	0.06 mg/L	0.03 mg/L	0.03 mg/L	0.22 mg/L	0.1 mg/L	0.03 mg/L	≤5.0 mg/L	0.3 mg/L	N/A	N/A
Manganese	0.01 mg/L	<0.01 mg/L	0.02 mg/L	<0.01 mg/L	0.02 mg/L	0.02 mg/L	0.01 mg/L	0.01 mg/L	0.02 mg/L	<0.01 mg/L	<0.01 mg/L	0.02 mg/L	≤0.2 mg/L	2.6 mg/L	N/A	N/A
Copper	N/A	<0.01 mg/L	<0.01 mg/L	N/A	<0.01 mg/L	0.01 mg/L	N/A	<0.01 mg/L	<0.01 mg/L	N/A	<0.01 mg/L	<0.01 mg/L	≤2.0 mg/L	N/A	N/A	N/A
Zinc	N/A	<0.01 mg/L	<0.01 mg/L	N/A	<0.01 mg/L	<0.01 mg/L	N/A	<0.01 mg/L	<0.01 mg/L	N/A	<0.01 mg/L	<0.01 mg/L	≤0.2 mg/L	N/A	N/A	N/A
Fluoride	N/A	0.06 mg/L	0.06 mg/L	N/A	0.06 mg/L	0.06 mg/L	N/A	0.06 mg/L	0.06 mg/L	N/A	0.06 mg/L	0.06 mg/L	≤0.5 mg/L	N/A	N/A	N/A
Adsorption Ratio	*	1.2 mg/L	1.4 mg/L	N/A	1.2 mg/L	1.5 mg/L	N/A	1.1 mg/L	1.4 mg/L	N/A	1.1 mg/L	1.4 mg/L	≤10 mg/L	N/A	N/A	N/A
Dissolved Oxygen	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	3 mg/L	N/A	3.0 mg/L	5 mg/L
Coli per 100ml	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	205	N/A

Irrigation standards were sourced from the CSU SWPPL.

Stormwater storage, recreation, and wildlife uses were sourced from the CDPHE Regulation No. 31 "The Basic Standards and Methodologies for Surface Water".

Values highlighted in orange exceed some of the parameters applicable

Values highlighted in red exceed all parameters applicable



The analytical results showed that there was some seasonal variation in the sample results; however, pH and phosphorus parameters were consistently exceeded throughout the year. A majority of the samples tested indicated that the pH levels exceeded the parameters for irrigation use with all samples nearly exceeding the parameters for all other potential water uses. A majority of samples taken also exceeded the phosphorus parameters by nearly a factor of ten for both stormwater storage and wildlife usage parameters. See Table 1 for details.

It is recommended that methods of lowering the pH within the reservoir are considered. Balancing pH can be done by either changing the pH directly by periodically adding acids such as sulfuric acid, or it can be done by altering the metabolism of the reservoir through the alteration of environmental conditions by reducing photosynthesis or adding organic matter. While acid addition offers a quick and effective solution, persistent high pH due to high biological activity may require regular pH management. To mitigate ongoing maintenance, techniques like minimizing photosynthesis through the use of dyes or promoting heterotrophic communities can naturally and continuously stabilize pH levels, however, care must be taken to prevent dissolved oxygen depletion (Banrie 2013).

Additionally, it is recommended that the phosphorus levels be reduced to increase water quality. Effective methods for managing elevated phosphorus levels include both chemical and biological approaches. Chemical treatments, such as applying aluminum salts (alum), can regulate phosphorus release from soil. Alternatively, biological strategies, like introducing aquatic plants such as duckweed which efficiently absorb phosphorus, can also be implemented. Although lowering phosphorus could improve Dissolved Oxygen (DO) levels for fish stocking, the elevated phosphorus levels can improve plant irrigation and plant growth. Given that the primary source of water for the reservoir consists of irrigation runoff and the lack of natural aquatic habitat, maintaining desired phosphorus levels for all uses may not be feasible.

After treatment, the water may be utilized for storing stormwater or supporting wildlife. Due to significant fluctuations in *Escherichia coli* (E. coli) and DO levels throughout daily and seasonal cycles, it is recommended to regularly test these parameters. This practice not only improves irrigation efficiency but also assesses the suitability of the reservoir for Primary Contact Recreation. Compliance with Colorado's primary contact standard necessitates sampling the reservoir over a 61-day period, ensuring that the calculated geometric mean of E. coli levels does not exceed 205 cfu/100 mL (Clary 2018).

References

Banrie. 2013. Managing high pH in freshwater ponds, Southern Regional Aquaculture Center (SRAC), The Fish Site. Available online at <https://thefishsite.com/articles/managing-high-ph-in-freshwater-ponds> Accessed July 22, 2024.

Clary, J. 2018. Tools For MS4s: Regulations for E. Coli Fact Sheet. Urban Drainage and Flood Control District. Lakewood, CO.



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Dacono. CO 80020

Soil, Water & Plant Testing Laboratory
1120 Campus Delivery
Fort Collins, CO 80523-1120
Email: soiltestinglab@colostate.edu
Phone: 970-491-5061

LIVESTOCK WATER ANALYSIS

Lab ID: 2023W46	Date Sampled: 5/17/202
Sample ID: 5-17-23-MR-CS	Date Received: 5/17/202
Source: Surface	Date Reported: 5/24/2023

Water Parameters	Results	Livestock Guidelines
Conductivity (EC) mmhos/cm	0.45	N/A
pH	8.6	5.5-9.0
	mg/L	mg/L
Total Dissolved Solids	270	≤3000
Bicarbonate	132	N/A
Carbonate	2.9	N/A
Alkalinity	112	N/A
Calcium	40.8	N/A
Magnesium	17.0	N/A
Potassium	4.0	N/A
Sodium	29	≤1000
Chloride	40.0	≤600
Iron	0.06	≤5.0
Manganese	0.01	≤0.2
Sulfate	17.0	≤1000
Ammonium	*	N/A
Nitrate	0.1	≤500
Nitrite	<0.1	≤10
Nitrate-Nitrogen plus Nitrite-N	0.1	≤100
Total Hardness as CaCO ₃	173.0	N/A

COMMENTS:

None of the parameters measured exceed the EPA suggested limits for livestock. This water is suitable for livestock.



Colorado State University


Ben Wilson
 250 Perry Lane
 Dacono, CO 80020

Soil, Water & Plant Testing Laboratory
 1120 Campus Delivery
 Fort Collins, CO 80523-1120
 Email: soiltestinglab@colostate.edu
 Phone: 970-491-5061

LIVESTOCK WATER ANALYSIS

Lab ID: 2023W47	Date Sampled:	5/17/202
Sample ID: 5-17-23-MR-CB	Date Received:	5/17/202
Source: Surface	Date Reported:	5/24/2023

Water Parameters	Results	Livestock Guidelines
Conductivity (EC) mmhos/cm	0.45	N/A
pH	8.5	5.5-9.0
	mg/L	mg/L
Total Dissolved Solids	270	<3000
Bicarbonate	130	N/A
Carbonate	2.4	N/A
Alkalinity	110	N/A
Calcium	42.3	N/A
Magnesium	16.0	N/A
Potassium	4.0	N/A
Sodium	30	≤1000
Chloride	40.0	≤600
Iron	0.22	≤5.0
Manganese	<0.01	≤0.2
Sulfate	17.0	≤1000
Ammonium	*	N/A
Nitrate	0.1	≤500
Nitrite	<0.1	≤10
Nitrate-Nitrogen plus Nitrite-N	0.1	≤100
Total Hardness as CaCO ₃	172.0	N/A

COMMENTS:

None of the parameters measured exceed the EPA suggested limits for livestock. This water is suitable for livestock.



Colorado State University


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LIVESTOCK WATER ANALYSIS

Lab ID: 2023W48	Date Sampled:	5/17/202
Sample ID: 5-17-23-MR-IS	Date Received:	5/17/202
Source: Surface	Date Reported:	5/24/2023

Water Parameters	Results	Livestock Guidelines
Conductivity (EC) mmhos/cm	0.46	N/A
pH	8.6	5.5-9.0
	mg/L	mg/L
Total Dissolved Solids	276	<3000
Bicarbonate	132	N/A
Carbonate	2.8	N/A
Alkalinity	113	N/A
Calcium	46.3	N/A
Magnesium	17.0	N/A
Potassium	4.0	N/A
Sodium	31	≤1000
Chloride	40.0	≤600
Iron	0.06	≤5.0
Manganese	0.01	≤0.2
Sulfate	19.0	≤1000
Ammonium	*	N/A
Nitrate	0.1	≤500
Nitrite	<0.1	≤10
Nitrate-Nitrogen plus Nitrite-N	0.1	≤100
Total Hardness as CaCO ₃	186.0	N/A

COMMENTS:

None of the parameters measured exceed the EPA suggested limits for livestock. This water is suitable for livestock.



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LIVESTOCK WATER ANALYSIS

Lab ID:2023W49	Date Sampled:	5/17/202
Sample ID: 5-17-23-MR-IB	Date Received:	5/17/202
Source: Surface	Date Reported:	5/24/2023

Water Parameters	Results	Livestock Guidelines
Conductivity (EC) mmhos/cm	0.45	N/A
pH	8.6	5.5-9.0
	mg/L	mg/L
Total Dissolved Solids	270	<3000
Bicarbonate	133	N/A
Carbonate	3	N/A
Alkalinity	113	N/A
Calcium	41.3	N/A
Magnesium	16.0	N/A
Potassium	4.0	N/A
Sodium	29	≤1000
Chloride	40.0	≤600
Iron	0.05	≤5.0
Manganese	<0.01	≤0.2
Sulfate	17.0	≤1000
Ammonium	*	N/A
Nitrate	0.1	≤500
Nitrite	<0.1	≤10
Nitrate-Nitrogen plus Nitrite-N	0.1	≤100
Total Hardness as CaCO ₃	169.0	N/A

COMMENTS:

None of the parameters measured exceed the EPA suggested limits for livestock. This water is suitable for livestock.



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W128
Sample ID: Center- Top
Source: Surface

Date Sampled: 8/15/2023
Date Received: 8/15/2023
Date Reported: 8/24/2023

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.44		≤2
pH	9.2		6.5-8.5
	mg/L		mg/L
Calcium	40.0	80.0	N/A
Magnesium	14.0	28.0	N/A
Sodium	33.0	66.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	10.3	<2	N/A
Bicarbonate	124.0	248.0	N/A
Chloride	36.0	72.0	≤350
Sulfate	16.0	32.0	N/A
Nitrate	0.88	1.8	N/A
Nitrate-N	0.20	0.40	N/A
Nitrite-N	<0.01	<0.2	N/A
Nitrate-N plus Nitrite-N	0.20	0.40	N/A
Alkalinity	116.0	232.0	N/A
Total Hardness	158.0	316.0	N/A
Total Dissolved Solids	262.0		≤2000
Phosphorous	0.48	0.96	N/A
Iron	0.03	0.1	≤5.0
Manganese	0.01	0.02	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.1		≤10
SARadj	1.2		
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments:

This water is considered objectionable because it does not fall between the recommended pH guideline of 6.5 to 8.5. At low pH (acidic) levels, irrigation equipment may corrode. At high pH (alkaline) levels, certain nutrients may be less available to plants.



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W129
Sample ID: Center- Bottom
Source: Surface

Date Sampled: 8/15/2023
Date Received: 8/15/2023
Date Reported: 8/24/2023

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.45		≤2
pH	8.7		6.5-8.5
	mg/L		mg/L
Calcium	40.0	80.0	N/A
Magnesium	14.0	28.0	N/A
Sodium	32.0	64.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	3.4	<2	N/A
Bicarbonate	130.0	260.0	N/A
Chloride	36.0	72.0	≤350
Sulfate	17.0	34.0	N/A
Nitrate	0.88	1.8	N/A
Nitrate-N	0.20	0.40	N/A
Nitrite-N	<0.01	<0.2	N/A
Nitrate-N plus Nitrite-N	0.20	0.40	N/A
Alkalinity	112.0	224.0	N/A
Total Hardness	158.0	316.0	N/A
Total Dissolved Solids	262.0		≤2000
Phosphorous	0.29	0.58	N/A
Iron	0.10	0.2	≤5.0
Manganese	<0.01	<0.02	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.1		≤10
SARadj	1.2		
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments:

This water is considered objectionable because it does not fall between the recommended pH guideline of 6.5 to 8.5. At low pH (acidic) levels, irrigation equipment may corrode. At high pH (alkaline) levels, certain nutrients may be less available to plants.



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W130
Sample ID: Inlet-Top
Source: Surface

Date Sampled: 8/15/2023
Date Received: 8/15/2023
Date Reported: 8/24/2023

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.47		≤2
pH	8.7		6.5-8.5
	mg/L		mg/L
Calcium	41.4	82.8	N/A
Magnesium	15.0	30.0	N/A
Sodium	32.0	64.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	3.4	<2	N/A
Bicarbonate	145.0	290.0	N/A
Chloride	37.0	74.0	≤350
Sulfate	18.0	36.0	N/A
Nitrate	0.88	1.8	N/A
Nitrate-N	0.20	0.40	N/A
Nitrite-N	<0.1	<0.2	N/A
Nitrate-N plus Nitrite-N	0.20	0.40	N/A
Alkalinity	124.0	248.0	N/A
Total Hardness	158.0	316.0	N/A
Total Dissolved Solids	283.0		≤2000
Phosphorous	0.62	1.24	N/A
Iron	0.04	0.08	≤5.0
Manganese	<0.01	<0.02	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.2		≤10
SARadj	1.3		
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments:

This water is considered objectionable because it does not fall between the recommended pH guideline of 6.5 to 8.5. At low pH (acidic) levels, irrigation equipment may corrode. At high pH (alkaline) levels, certain nutrients may be less available to plants.

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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W131
Sample ID: Inlet-Bottom
Source: Surface

Date Sampled: 8/15/2023
Date Received: 8/15/2023
Date Reported: 8/24/2023

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.46		≤2
pH	8.7		6.5-8.5
	mg/L		mg/L
Calcium	38.5	77.0	N/A
Magnesium	14.0	28.0	N/A
Sodium	33.0	66.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	3.6	<2	N/A
Bicarbonate	139.0	278.0	N/A
Chloride	37.0	74.0	≤350
Sulfate	17.0	34.0	N/A
Nitrate	0.88	1.8	N/A
Nitrate-N	0.20	0.40	N/A
Nitrite-N	<0.1	<0.2	N/A
Nitrate-N plus Nitrite-N	0.20	0.40	N/A
Alkalinity	119.0	238.0	N/A
Total Hardness	153.0	306.0	N/A
Total Dissolved Solids	275.0		≤2000
Phosphorous	0.56	1.12	N/A
Iron	0.04	0.08	≤5.0
Manganese	0.02	0.04	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.2		≤10
SARadj	1.3		
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments:

This water is considered objectionable because it does not fall between the recommended pH guideline of 6.5 to 8.5. At low pH (acidic) levels, irrigation equipment may corrode. At high pH (alkaline) levels, certain nutrients may be less available to plants.



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W208
Sample ID: Center-Top
Source: Surface

Date Sampled: 12/21/2023
Date Received: 1/2/2024

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.54		≤2
pH	8.4		6.5-8.5
	mg/L		mg/L
Calcium	47.3	94.6	N/A
Magnesium	17.0	34.0	N/A
Sodium	43.0	86.0	≤350
Potassium	5.0	10.0	N/A
Carbonate	2.7	<2	N/A
Bicarbonate	142.0	284.0	N/A
Chloride	47.0	94.0	≤350
Sulfate	23.0	46.0	N/A
Nitrate	1.33	2.7	N/A
Nitrate-N	0.30	0.60	N/A
Nitrite-N	<0.1	<0.2	N/A
Nitrate-N plus Nitrite-N	0.30	0.60	N/A
Alkalinity	121.0	242.0	N/A
Total Hardness	188.0	376.0	N/A
Total Dissolved Solids	323.0		≤2000
Phosphorous	0.27	<0.02	N/A
Iron	0.03	0.06	≤5.0
Manganese	0.02	0.04	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02*	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.4	1.2	≤10
SARadj	1.4	1.7	
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments: This water is suitable for irrigation



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W210
Sample ID: Inlet-Top
Source: Surface

Date Sampled: 12/21/2023
Date Received: 1/2/2024

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.54		≤2
pH	8.5		6.5-8.5
	mg/L		mg/L
Calcium	49.8	99.6	N/A
Magnesium	18.0	36.0	N/A
Sodium	45.0	90.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	2.2	<2	N/A
Bicarbonate	144.0	288.0	N/A
Chloride	47.0	94.0	≤350
Sulfate	23.0	46.0	N/A
Nitrate	1.33	2.7	N/A
Nitrate-N	0.30	0.60	N/A
Nitrite-N	<0.1	<0.2	N/A
Nitrate-N plus Nitrite-N	0.30	0.60	N/A
Alkalinity	121.0	242.0	N/A
Total Hardness	200.0	400.0	N/A
Total Dissolved Solids	325.0		≤2000
Phosphorous	0.28	<0.02	N/A
Iron	0.03	0.06	≤5.0
Manganese	0.02	0.04	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02*	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.4	1.2	≤10
SARadj	1.5	1.7	
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

Comments: This water is suitable for irrigation



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IRRIGATION WATER QUALITY ANALYSIS

LAB Sample ID: 2023W210
Sample ID: Inlet-Top
Source: Surface

Date Sampled: 12/21/2023
Date Received: 1/2/2024

Water Constituent	Results	lb/ac (9")	Irrigation Guidelines
Conductivity (EC) mmhos/cm	0.54		≤2
pH	8.5		6.5-8.5
	mg/L		mg/L
Calcium	49.8	99.6	N/A
Magnesium	18.0	36.0	N/A
Sodium	45.0	90.0	≤350
Potassium	6.0	12.0	N/A
Carbonate	2.2	<2	N/A
Bicarbonate	144.0	288.0	N/A
Chloride	47.0	94.0	≤350
Sulfate	23.0	46.0	N/A
Nitrate	1.33	2.7	N/A
Nitrate-N	0.30	0.60	N/A
Nitrite-N	<0.1	<0.2	N/A
Nitrate-N plus Nitrite-N	0.30	0.60	N/A
Alkalinity	121.0	242.0	N/A
Total Hardness	200.0	400.0	N/A
Total Dissolved Solids	325.0		≤2000
Phosphorous	0.28	<0.02	N/A
Iron	0.03	0.06	≤5.0
Manganese	0.02	0.04	≤0.2
Zinc	<0.01	<0.02	≤2.0
Copper	<0.01	<0.02*	≤0.2
Boron	0.06	0.12	≤0.5
Sodium Adsorption Ratio (SAR)	1.4	1.2	≤10
SARadj	1.5	1.7	
Salinity Hazard	LOW		
Sodium Hazard, SAR	LOW		
Sodium Hazard, SAR adj	LOW		

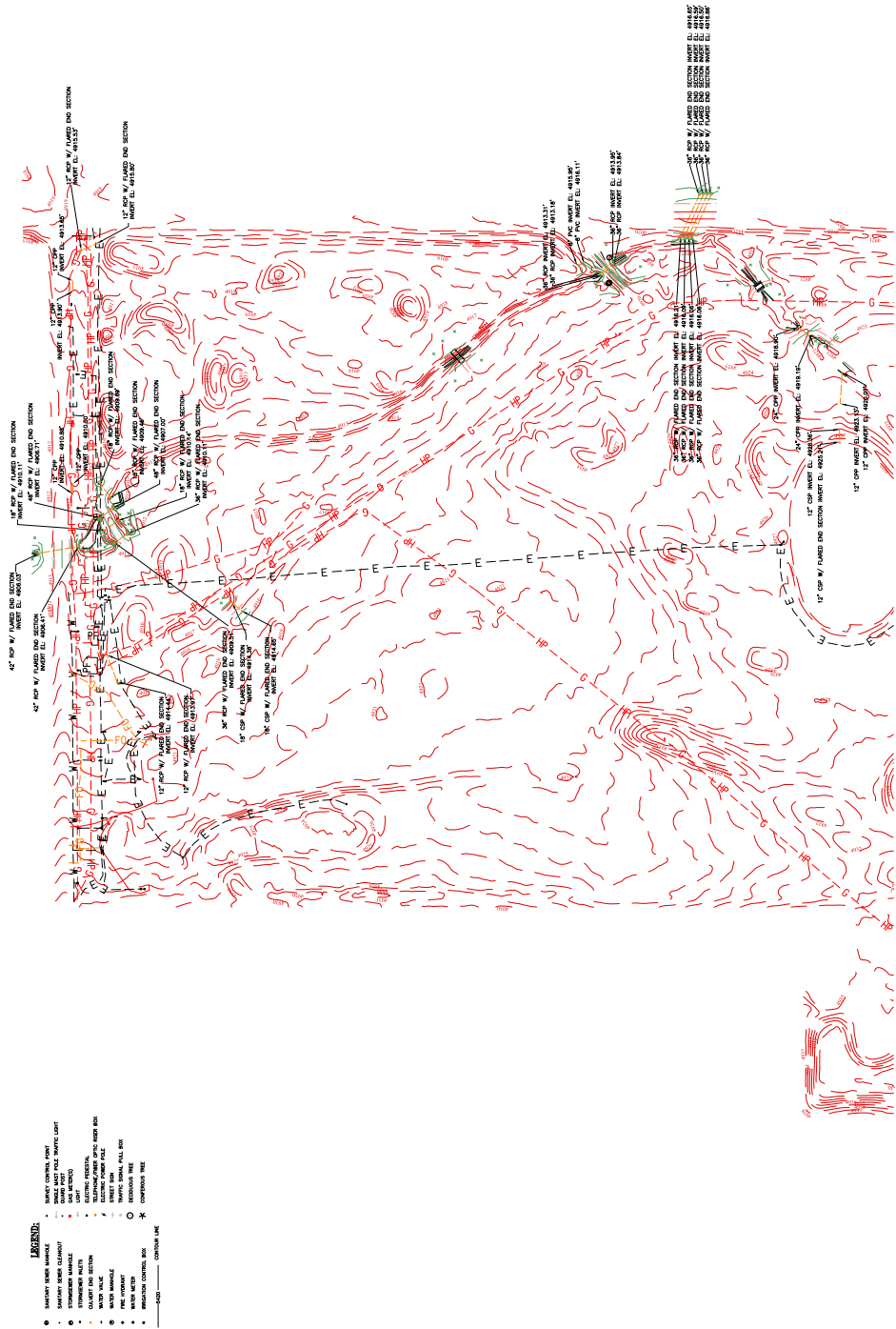
Comments: This water is suitable for irrigation.

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PROJECT ELEVATIONS ARE GPS DERIVED AND WERE ESTABLISHED BASED ON LOCAL NGS MONUMENTS AND THE CORPS STATIONS AND ASSOCIATED VALUES LISTED IN THE TABLE BELOW.

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PREPARED BY: '\Topographic Logs\Topographic_Logs_2022.jp' 12052 W. BROADWAY AVE. BOX 150 • JENNIFER, CO 80029 TEL: 970.861.1234 FAX: 970.861.0084 WWW.DCDESIGNCONCEPTS.COM				<table><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		NO.	DESCRIPTION	DATE																											
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CONTROL AND UTILITY SURVEY FREDERICK RECREATION AREA AND CENTENNIAL PARK LOCATED IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST, AND IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO



PREPARED BY:
 FREDERICK RECREATION AREA

CLIENTS



REVISION

OWNER

CONTROL AND UTILITY SURVEY
 FREDERICK RECREATION AREA
 AND CENTENNIAL PARK
 FREDERICK, COLORADO

FILE: FREDERICK REC AREA CENTENNIAL PARK CONTROL UTILITIES	REVISION
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SHEET: 2 OF 6	DATE: 08/24/2023
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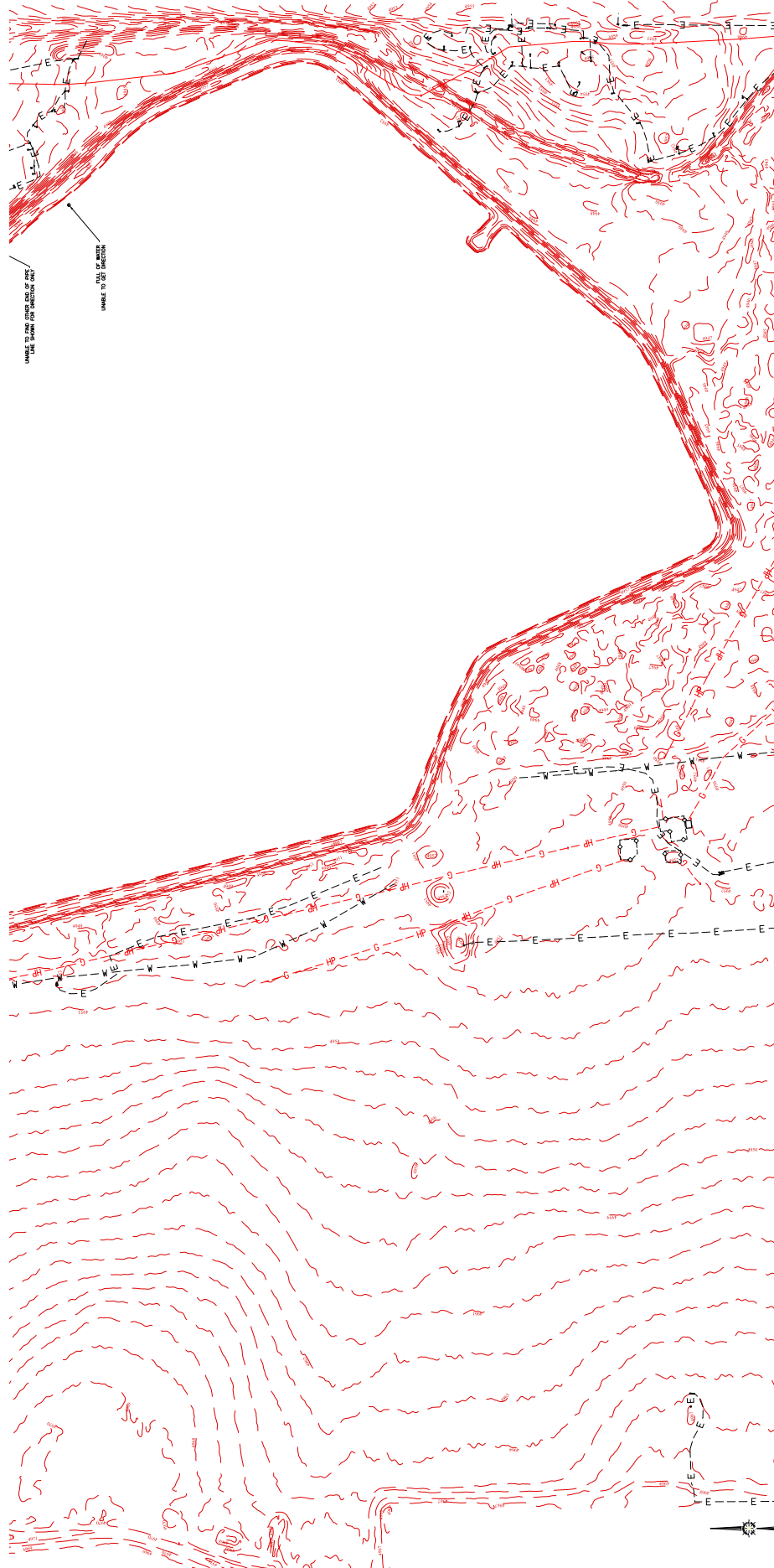
LOCATED IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST,
AND IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M.
TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO



FREDERICK RECREATION AREA

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		PREPARED BY: <			

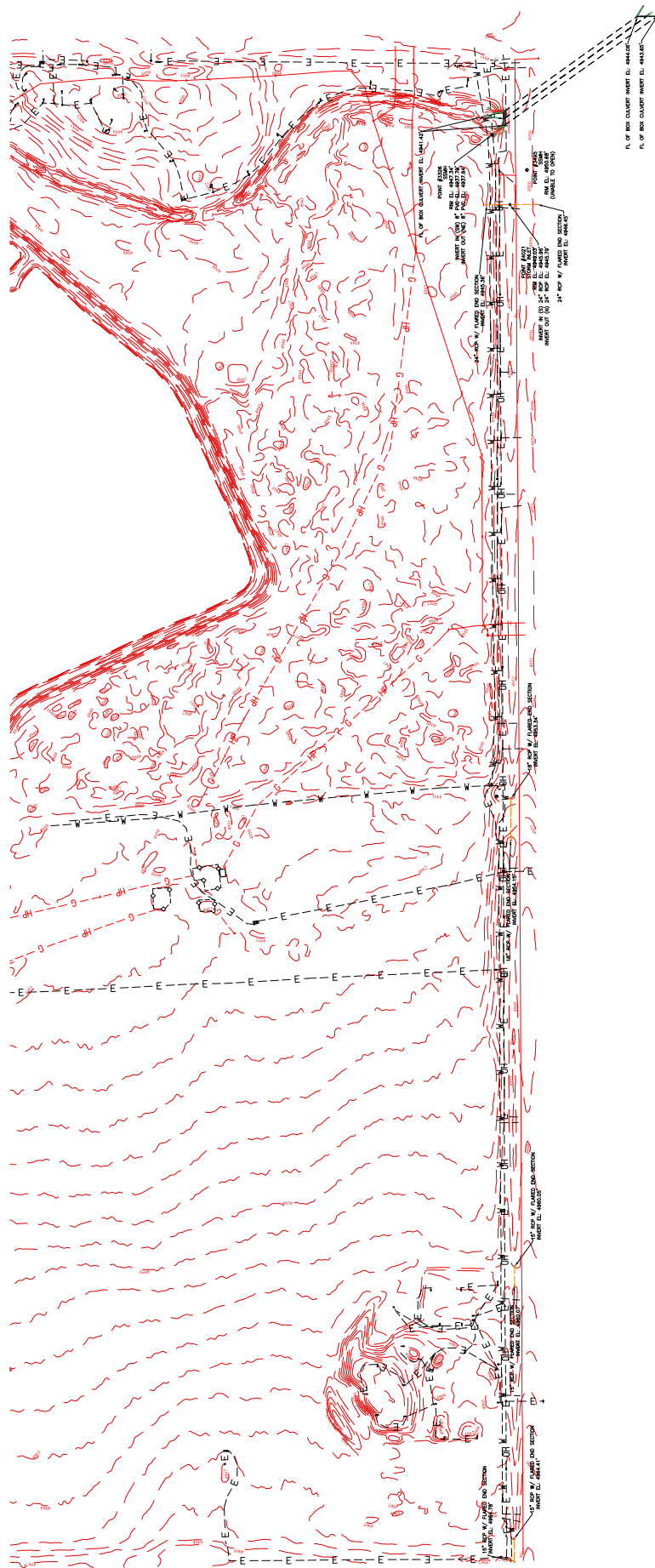
CONTROL AND UTILITY SURVEY
FREDERICK RECREATION AREA AND CENTENNIAL PARK
 LOCATED IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST,
 AND IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M.,
 TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO



FREDERICK RECREATION AREA

CLIENTS		PREPARED BY:		OWNER		REVISION		CONTROL AND UTILITY SURVEY FREDERICK RECREATION AREA AND CENTENNIAL PARK FREDERICK, COLORADO	
 	.N:\topographic_logs\topographic_logs_2023.jpg 12501 W. BAYVIEW AVE., SUITE 100 • DENVER, CO 80238 TELEPHONE: (303) 755-1400 • FAX: (303) 755-1401 WWW.DESIGNCONCEPTS.CO	NO. DESCRIPTION DATE	NO. DESCRIPTION DATE	TOWN OF FREDERICK	FILE: FREDERICK REC AREA_CENTENNIAL PARK CONTROL UTILITIES DRAFT: CTS SHEET: 4 OF 6	CHECKED: JSP DATE: 08/24/2023	REVISION 0		

CONTROL AND UTILITY SURVEY
FREDERICK RECREATION AREA AND CENTENNIAL PARK
 LOCATED IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 68 WEST,
 AND IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 67 WEST, OF THE 6TH P.M.,
 TOWN OF FREDERICK, COUNTY OF WELD, STATE OF COLORADO



FREDERICK RECREATION AREA

CLIENTS		PREPARED BY:		REVISION		OWNER	CONTROL AND UTILITY SURVEY FREDERICK RECREATION AREA AND CENTENNIAL PARK FREDERICK, COLORADO
 		 1225 W. INVALLEY AVE., SUITE 150 • DENVER, CO 80202 TELEPHONE: (303) 896-0461 • FAX: (303) 896-0462 WWW.TOPOGRAFIC.COM		NO. DESCRIPTION DATE		TOWN OF FREDERICK	
				FILE: FREDERICK REC AREA CENTENNIAL PARK CONTROL UTILITIES			
		DRAFT: CFS		CHECKED: JNF			
		SHEET: 8 OF 8		DATE: 08/24/2023		0	

FILE: FREDERICK REC AREA CENTENNIAL PARK CONTROL UTILITIES	REVISION
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Strategic Funding Framework for the Frederick Recreation Area Phasing Plan

Purpose

The purpose of this document is to provide a strategic framework for identifying potential funding strategies for each phase of development for the Frederick Recreation Area (FRA) over the coming decades. The Town of Frederick can use this framework to make financial plans to fund each phase of FRA development using a number of funding options, including public, private, or hybrid funding solutions. The framework can be used to regularly review and update funding plans in response to changing priorities, finances, community needs, and new funding opportunities.

Projects in FRA Phasing Plan

This framework discusses in detail the funding mechanisms appropriate for projects within the FRA Phasing Plan. The structure and progression of the proposed FRA Phasing Plan¹ is outlined below to serve as a reference for the remainder of this document:

- Phase 1: Milavec Reservoir Water Quality Improvements
- Phase 2: Golf Maintenance Area
- Phase 3: Accessible Route to Reservoir Trail, Floating Dock, Fishing Piers, Picnic Area
- Phase 4: Renovation to Golf Clubhouse, Parking Lot Cart Staging, Driving Range, Practice Facility and Holes #1-#2
- Phase 5: Bike Park, Loop Road and Parking
- Phase 6: Loop Road, Dog Park, Sledding Hill and Community Gathering Area
- Phase 7: Trails, Native Grass Conversion
- Phase 8: Loop Road, Parking, Central Plaza, Fitness Area, Inclusive Playground, Sport Courts
- Phase 9: Trails, Nature Viewing Platforms, Native Grass Conversion, Xeric and Pollinator Gardens, Hammock Park, Nature Play, Parking
- Phase 10: Synthetic Turf Fields, Parking
- Phase 11: Baseball/Softball Complex
- Phase 12: Renovation to Golf Holes #3-#9
- Phase 13: Potential Future Water Treatment Area

¹ Frederick Recreation Area Phasing Plan, September 2024.

The projects outlined in the Phasing Plan represent a comprehensive approach to enhancing FRA's recreational facilities and natural resources over time. The range of proposed projects includes critical improvements like improving water quality at Milavec Reservoir, the renovation of the golf clubhouse, and the development of recreational facilities like a bike park and synthetic turf fields. Additionally, the plan emphasizes environmental sustainability through initiatives like native grass conversion and the establishment of pollinator gardens.

By strategically phasing the development, the Town of Frederick can effectively manage costs, ensuring that each project aligns with community needs and goals, usage patterns, and available resources.

Sources of Funding

The Town of Frederick has a broad variety of funding sources available to support improvements within the FRA, including various governmental funds, state and federal grants, naming rights, user fees, philanthropy, and sponsorships. This diverse funding landscape provides substantial flexibility in financing the FRA Phasing Plan.

Governmental Funds. The Town of Frederick maintains a diverse array of governmental funds designed to support capital funding for various phases of development within the Frederick Recreation Area over the coming decades:

- General Fund
- Water Fund
- Stormwater Fund
- Conservation Trust Fund
- Golf Fund
- Open Space Fund
- Park Improvement Fund
- Capital Facilities Fund
- Facilities Fund

This broad set of governmental funds offers significant flexibility in financing the different phases of development for the FRA because each fund serves a specific purpose and receives funding from various sources, including sales taxes, property taxes, transfers from the General Fund, impact fees, lease and concession revenues, and other revenues sources.

The effective use of these funds requires careful planning and consideration. It is essential to conduct thorough analyses to identify the most appropriate funds for particular projects, ensuring alignment with the intended use and available resources of each fund.

Grants. Grants are a potentially important source of funding for parks projects and can come from federal, state, or local governments, as well as from private foundations. Grants generally apply to specific purposes and criteria, like environmental sustainability, accessibility, or

community development. For parks improvements, grants can cover expenses for trails, playgrounds, landscaping, or sports facilities. However, grants are often competitive, require specific reporting standards, and may take time to secure, which means they are a less-certain source of funding compared to governmental funds.

Public-Private Partnerships (PPPs). PPPs are partnerships between the public and private sectors to fund, build, or manage parks and open space. PPPs can involve local businesses or larger corporations providing financial support or services in exchange for recognition and branding opportunities like naming rights. Sponsorships can help fund major features such as playgrounds, sports courts, or even entire facilities, which can be named after a business. While PPPs can reduce the Town's financial burden and expedite project timelines, they require careful negotiation to ensure that the partnership meets community needs without compromising public access or affordability.

Philanthropy. Philanthropy, including community donations, brings together residents, local foundations, and individual donors who want to support park improvements. Donation campaigns can be tailored to the specific interests of the community, such as a "buy-a-brick" initiative for pathway construction or a dedicated fund for playground upgrades. This grassroots approach can foster a deep sense of ownership and pride, encouraging long-term stewardship of the park by local residents. However, relying on philanthropy often requires sustained outreach and can be unpredictable, so it is best suited as a complementary source of funding rather than the primary one.

User Fees. User fees play an essential role in funding park improvements by generating revenue directly from those who utilize specific facilities or amenities, such as sports fields, fitness centers, or synthetic turf fields. This funding mechanism aligns well with revenue-generating projects, where fees collected from rentals, event participation, or membership dues can support both operational costs and ongoing maintenance. By reinvesting these funds back into the parks, the Town can reduce reliance on public funding and ensure that facilities remain high-quality and self-sustaining, enhancing the overall recreational experience for users.

Together, these funding mechanisms can provide a dynamic and flexible approach to funding FRA improvements, but a mix of funding sources will be needed for each phase. Parks improvements often involve a mix of public amenities, revenue-generating opportunities, and community-focused projects, each aligning with distinct funding sources such as grants, user fees, impact fees, sponsorships, and public-private partnerships. Consequently, each phase requires a well-crafted funding strategy that aligns its specific benefits and needs with the appropriate funding mechanisms, ensuring that all aspects of development are adequately supported.

Funding Requirements

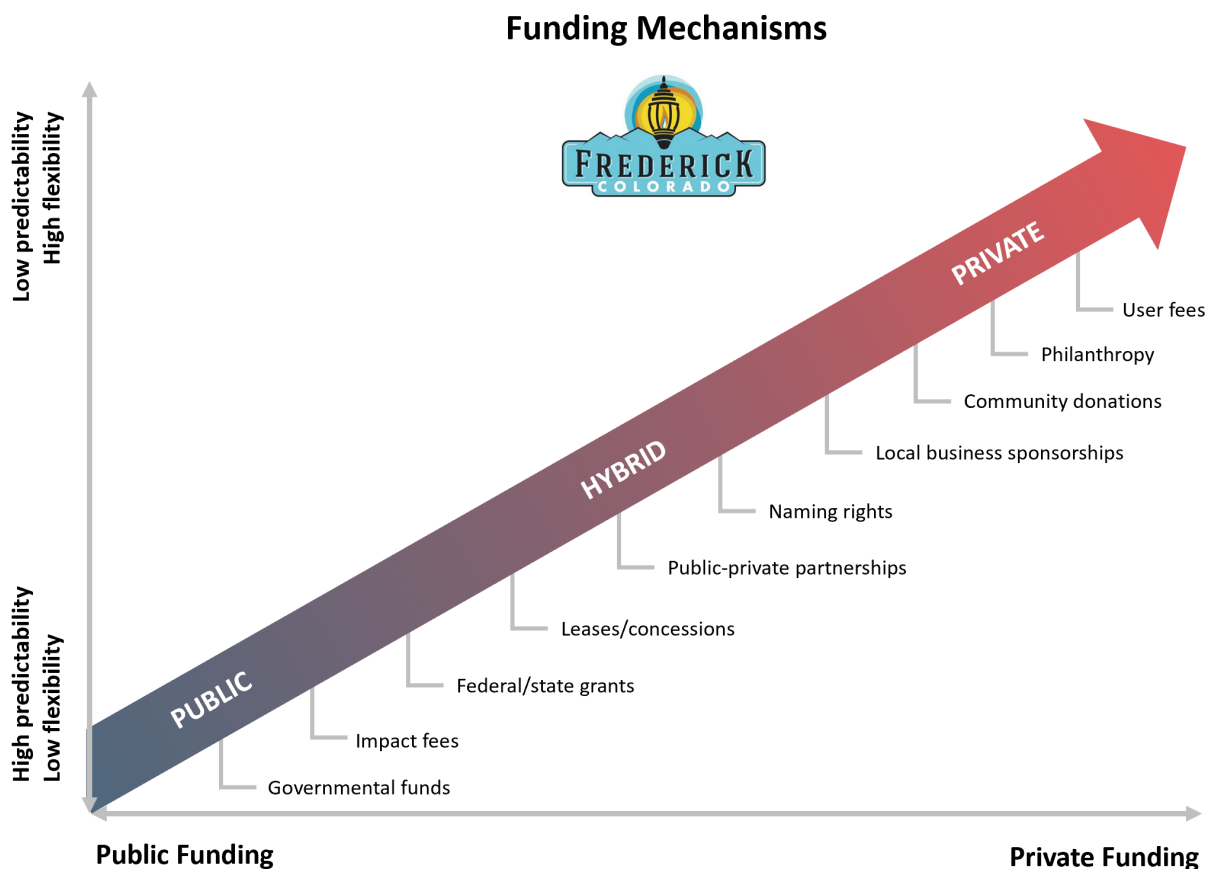
Funding FRA improvements will require funding sources that are predictable, adequate, timely, and aligned with project purposes. Predictability is crucial, as FRA redevelopment will span multiple decades, and consistent funding enables effective planning and cost management. Funding must also be adequate to cover each phase's capital costs and aligned with the purpose of each amenity—whether environmental, recreational, or revenue-generating. For example, conservation grants suit ecological projects, while user fees and sponsorships may support revenue-generating amenities. Timeliness is also important; funds should be available on a regular basis with some degree of predictability.

For these reasons, the Town's governmental funds will be the bedrock of FRA funding because they offer predictable and adequate resources aligned with FRA's priorities and long-term goals. The predictable nature of these funds allows planners to commit to multi-phase projects with some confidence. While grants, partnerships, philanthropy, and other funding sources can supplement governmental funds, the consistency and public focus of governmental funds makes them a dependable backbone for sustainable development across FRA phases.

Parks Funding Framework

A strategic funding framework can be useful for designing funding strategies for each phase of FRA development. The funding framework proposed here uses a continuum of benefit types to identify the most appropriate funding sources for each phase of FRA development. By matching funding sources with the benefits created by each phase, Frederick can create a sound funding strategy for achieving the multi-decade infrastructure goals laid out in the Phasing Plan as shown in Figure I-1.

Figure I-1.



Source: BBC Research & Consulting, 2024.

The framework shown in Figure I-1 is built around the distinction between public, private, and public-private (i.e. hybrid) benefits. In parks planning, public, private, and hybrid benefits refer to how different members of the community benefit from park infrastructure and amenities:

- Public benefits are those that are available to everyone, such as public access to open spaces, trails, and playgrounds. These benefits aim to enhance the well-being of the entire community, promoting equity, environmental preservation, and social engagement.
- Private benefits, in comparison, are specific to individuals or groups who directly pay for exclusive or enhanced use of park amenities. Examples include privately rented event spaces, membership-based sports facilities, or services like concession-operated activities.
- Hybrid benefits combine elements of both public and private advantages, where public amenities may be funded or managed through public-private partnerships. These

benefits often involve a mix of public access and user fees, such as community recreation centers operated by private entities but accessible to the public for a reduced cost. This approach can expand services while sharing the financial responsibility between public and private stakeholders.

To effectively identify funding sources for each development phase of FRA, it is critical to understand how different types of amenities and benefits align with potential sources of funding or other support as discussed below.

Revenue-generating amenities. Amenities like golf courses, sports fields, fitness centers, and synthetic turf fields fall within a hybrid or private funding model, as they not only promote community recreation but also create the potential to generate revenue through user fees, events, league participation, concessions, and equipment rentals. Revenue from these activities can be reinvested for ongoing maintenance and improvements. As Figure I-1 illustrates, these amenities are well-suited to funding mechanisms like user fees, naming rights, sponsorships, and public-private partnerships (PPPs). Local businesses may sponsor facilities, while entry fees and club memberships help cover operational costs, reducing reliance on public funding and attracting private investment.

Community-oriented amenities. On the continuum of public versus private funding, these amenities lie within the range of a public or hybrid funding approach.

Playgrounds, picnic areas, inclusive playgrounds, dog parks, and community gathering areas are essential for fostering community engagement and creating spaces for recreation and interaction. While these amenities do not typically generate direct revenues, they enhance residents' quality of life, attract new residents to the Town, and have the potential to increase property values.

These types of amenities tend to rely heavily on public funding sources, such as governmental funds or grants as shown in Figure I-1, above. However, they can also be successfully supported by philanthropy and community involvement. Local fundraising campaigns, volunteer efforts, and in-kind donations from residents and local organizations can contribute to the development and maintenance of these projects. Sponsorships from local businesses can boost funding. Funding for these community amenities can integrate both public and private contributions.

Environmental amenities. On the continuum of public versus private funding, these amenities lie within the range of a public or hybrid funding approach. Trails, native grass conversions, pollinator gardens, and water quality improvements provide important environmental benefits, including species conservation, habitat restoration, and improvements to air and water quality. Additionally, these amenities are recreational assets that attract residents and visitors for activities like walking, biking, wildlife viewing, and general outdoor recreation.

Environmentally focused projects are well-suited for federal and state grants aimed at conservation and restoration (e.g., EPA, CWCB, TPL, and others) as shown in Figure I-1, above. Philanthropic foundations that prioritize environmental protection and sustainability can also be key partners in funding these projects. Additionally, donations and community involvement

from volunteers can play an important role in reducing development and maintenance costs while fostering a sense of community and ownership.

Infrastructure and accessibility projects. On the continuum of public versus private funding, these amenities usually rely on public funding. These projects include accessible trails, floating docks, parking lots, and road improvements, ensuring that the FRA amenities are accessible for all residents. Well-designed infrastructure enhances ease of use and encourages more frequent visitation.

Infrastructure and accessibility projects most often utilize governmental funds along with state and federal grants as shown in Figure I-1, above. Impact fees, which are a form of governmental funds, from new developments can also be allocated to these projects.

Applying the Funding Framework to FRA Phased Development

The Town of Frederick has several potential funding options it can consider for the phased development of the FRA, including public, private, and hybrid funding. This section of the document provides a brief step-by-step guide to assist Town staff in identifying appropriate funding strategies for each of the 13 phases of the FRA Plan. These steps ensure that suitable funding mechanisms are selected for each phase, while still allowing for flexibility if and when the FRA Phasing Plan is updated.

Review the FRA Phasing Plan and Current Phase

Start by reviewing the FRA Phasing Plan to understand the specifics of each project phase. Understand the goals and scope of each phase to identify suitable funding strategies.

- What are the primary objectives of the phase?
- What types of projects are involved (e.g., infrastructure, recreational amenities, environmental amenities)?

Identify the Types of Amenities and Benefits

Each phase of the FRA Plan introduces amenities that may serve a unique purpose in the community. Categorize each amenity to help narrow the funding mechanism options. Refer to the Funding Framework and Considerations section for a more detailed discussion of amenity types:

- Revenue-generating amenities (e.g., sports fields, golf courses), which have the potential to generate direct revenue and attract support from both public and private sources.
- Community amenities (e.g., playgrounds, dog parks), which do not usually generate revenue but improve residents' quality of life.
- Environmental amenities (e.g., trails, water quality improvements), which offer ecological benefits and often qualify for conservation-focused grants and philanthropic support.

Match Funding Mechanisms to Amenity Types

Once you have identified the amenity types, refer to the Toolkit of Potential Funding Mechanisms to explore the available funding options. For each phase, ask:

- Are there public funding options (e.g., grants, impact fees) that align with these projects?
- Can private funding (e.g., sponsorships, naming rights, donations) support the financial requirements?
- Could a hybrid approach, like a public-private partnership (PPP), provide support for capital and operational costs?

Many projects within the FRA Phasing Plan may benefit from a combination of funding sources along the public-private continuum.

Compare Funding Availability with Funding Requirements

Once you have identified a list of appropriate funding options, the following criteria must be assessed to ensure funding is adequate for meeting each phases' funding requirements:

- How much funding is available from each identified source?
- How much funding is required to successfully complete the phase?
- What is the difference between available funding and required funding? What other options are available to funding gaps, if they exist?

While options may not always be available to close potential funding gaps, other solutions like prolonging the phase of development, can help reduce the gap by extending available funding resources.

Outline of Potential Funding Mechanisms by Phase of Development

Considerations for Each Phase

The framework shown in Figure I-1 was applied to each phase of the FRA improvement plan as discussed below. As discussed above, the application of the framework identified governmental funds as the foundation of funding for each phase of FRA improvement. However, each phase also offers opportunities to complement governmental funds with other sources of funding, creating the ability to leverage the town's funds so they can achieve more impact.

Figure I-2, below, summarizes the potential funding strategies identified for the projects of the proposed FRA Phasing Plan. The plans shown in the figure identify primary, secondary, and tertiary funding sources based on the benefits produced by each development phase.

We want to remind town staff that the potential funding plans that resulted from this application should be used as a starting point for developing more detailed funding plans as part of long-term planning. The Town should also regularly adjust project cost estimates for inflation so that funding required for each phase is predictable.

Figure I-2.
Summary of Potential FRA Funding Plan by Development Phase

Phase	Primary Funding Sources	Secondary Funding	Tertiary Funding Sources
Phase 1	Governmental Funds, Impact Fees, Grants	-	-
Phase 2	Governmental Funds, Impact Fees, Grants	User Fees	Naming Rights
Phase 3	Governmental Funds, Impact Fees, Grants	-	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 4	Governmental Funds, Impact Fees, Grants	User Fees	Naming Rights, Local Business Sponsorship
Phase 5	Governmental Funds, Impact Fees, Grants	-	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 6	Governmental Funds, Impact Fees, Grants	-	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 7	Governmental Funds, Impact Fees, Grants	-	Naming Rights, Local Business Sponsorship, Philanthropy
Phase 8	Governmental Funds, Impact Fees, Grants	User Fees, Leases and Concessions	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 9	Governmental Funds, Impact Fees, Grants	-	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 10	Governmental Funds, Impact Fees, Grants	User Fees, Leases and Concessions	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 11	Governmental Funds, Impact Fees, Grants	User Fees, Leases and Concessions	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 12	Governmental Funds, Impact Fees, Grants	User Fees, Leases and Concessions	Naming Rights, Local Business Sponsorship, Community Donations, Philanthropy
Phase 13	Governmental Funds, Impact Fees, Grants	-	-

Source: BBC Research & Consulting, 2024.

As Figure I-2 shows, each development phase of FRA will primarily depend on governmental funds, including impact fees. Federal and state grants could be appropriate to support each phase as well. User fees, leases and concessions, are potential secondary sources of funding for a select number of phases. Funding sources like selling naming rights, seeking donations and sponsorships, and philanthropic gifts may be applicable to many phases of FRA development, but given the time and effort to secure these funds and the uncertainty about being able to do so, mean they are likely to play only a small part in the funding plan for each phase.

Phased Funding Plans

Potential funding plans for each phase and discussed below.

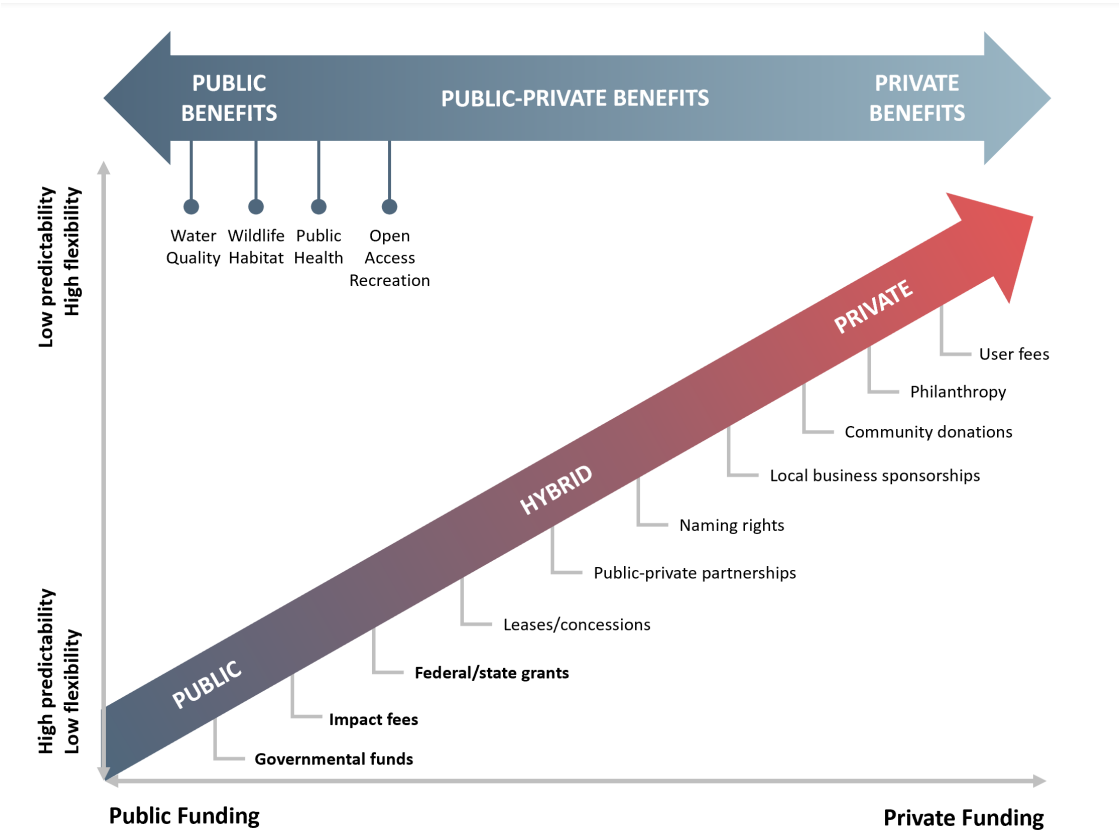
Phase 1: Milavec Reservoir Water Quality Improvements

■ Total Cost: \$113,025

Phase 1 of the FRA Phasing Plan focuses on water quality improvements for Milavec Reservoir. The project includes adding equipment and using chemical treatments at the reservoir to improve water quality. These improvements aim to enhance the reservoir’s ecological health, benefiting the local environment, recreational users, and the community’s water resources.

Figure I-3 summarizes the projects’ benefits and the funding sources aligned with them. There are few or no revenue generating amenities, but improvements in water quality will create significant community and environmental benefits. As a result, the Town’s governmental funds are best aligned with these projects. Some federal and state grants may also be available for water quality improvements, but there are limited or no private funding opportunities because most of the benefits are public.

Figure I-3.
Potential FRA Phase 1 Funding Plan



Note: Potential funding sources are shown in **bold**.
Source: BBC Research & Consulting, 2024.

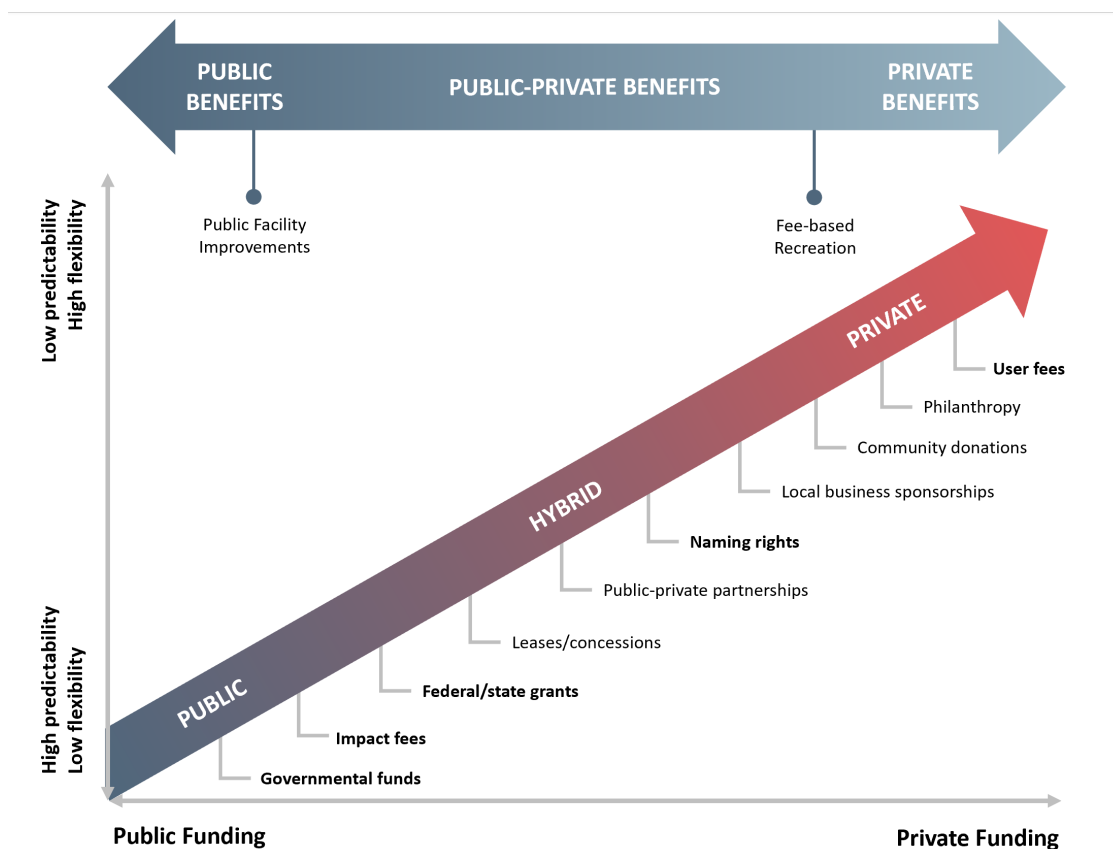
Phase 2: Golf Maintenance Area

- **Total Cost:** \$5,202,617

The upgraded golf maintenance area benefits the community by providing a facility for golf course and other town maintenance items and vehicles to be stored in addition to creating more working space for staff. The project will add facility capacity to the Town, which is a benefit to all residents.

Figure I-4 summarizes the projects' benefits and the funding sources aligned with them. Since the facility provides a benefit to all residents, the Town's governmental funds are aligned with the new maintenance facility. There is also an opportunity for naming rights to be sold or other private donations to be made in exchange for acknowledgement of the donations. To the extent that the golf course is the primary beneficiary of the maintenance facility, a surcharge on golf course user fees could be used to offset some of the cost.

Figure I-4.
Potential FRA Phase 2 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

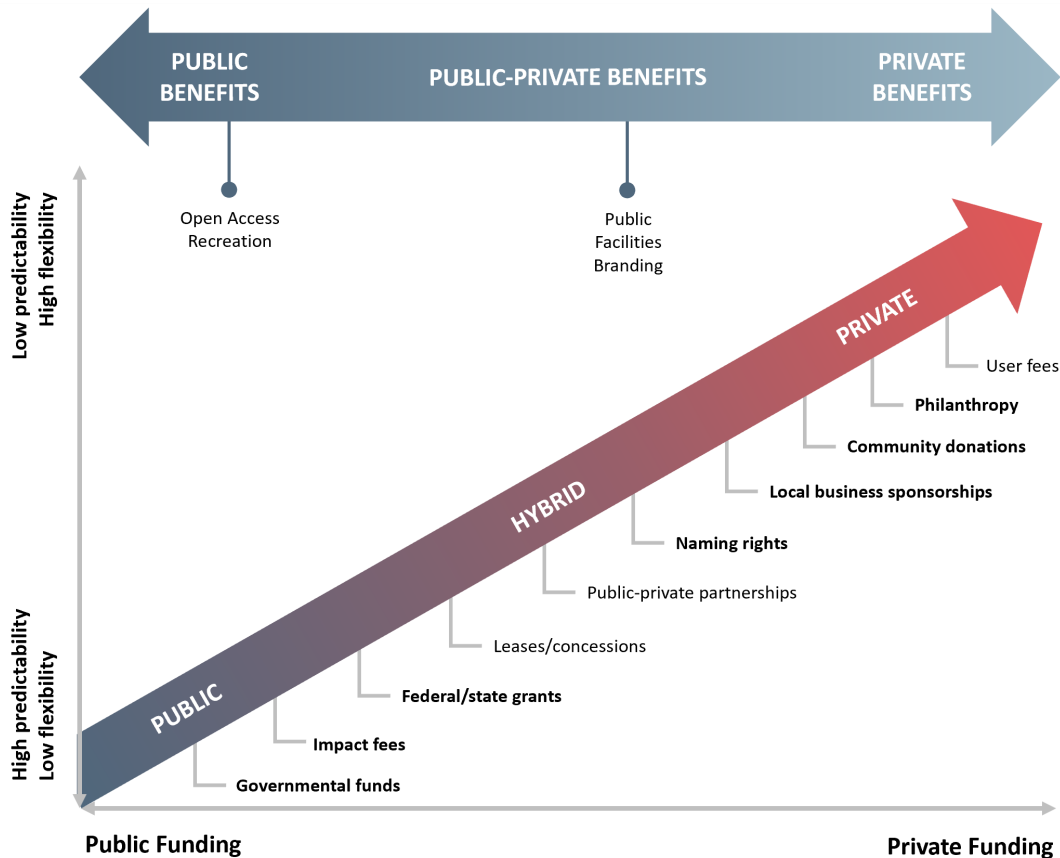
Phase 3: Accessible Route to Reservoir Trail, Floating Dock, Fishing Piers, Picnic Area

■ **Total Cost:** \$1,262,589

Phase 3 provides a range of recreational and environmental benefits, creating an accessible outdoor space that appeals to a diverse group of users. The accessible route ensures that people of all ages and abilities can reach and enjoy the reservoir, promoting inclusivity and health through outdoor activity. The floating dock and fishing piers enhance recreational fishing opportunities, which can improve resident well-being and support mental health by connecting people with nature. Picnic areas offer a family-friendly space that encourages social gatherings and community building.

Figure I-5 summarizes the projects’ benefits and the funding sources aligned with them. Since the benefits of this phase are primarily public, but with some private aspects, including naming opportunities for buildings and infrastructure, a funding strategy based on governmental funds and grants, with some small support from more privately-oriented sources like donations, philanthropic giving, and naming rights, would be appropriate.

Figure I-5.
Potential FRA Phase 3 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

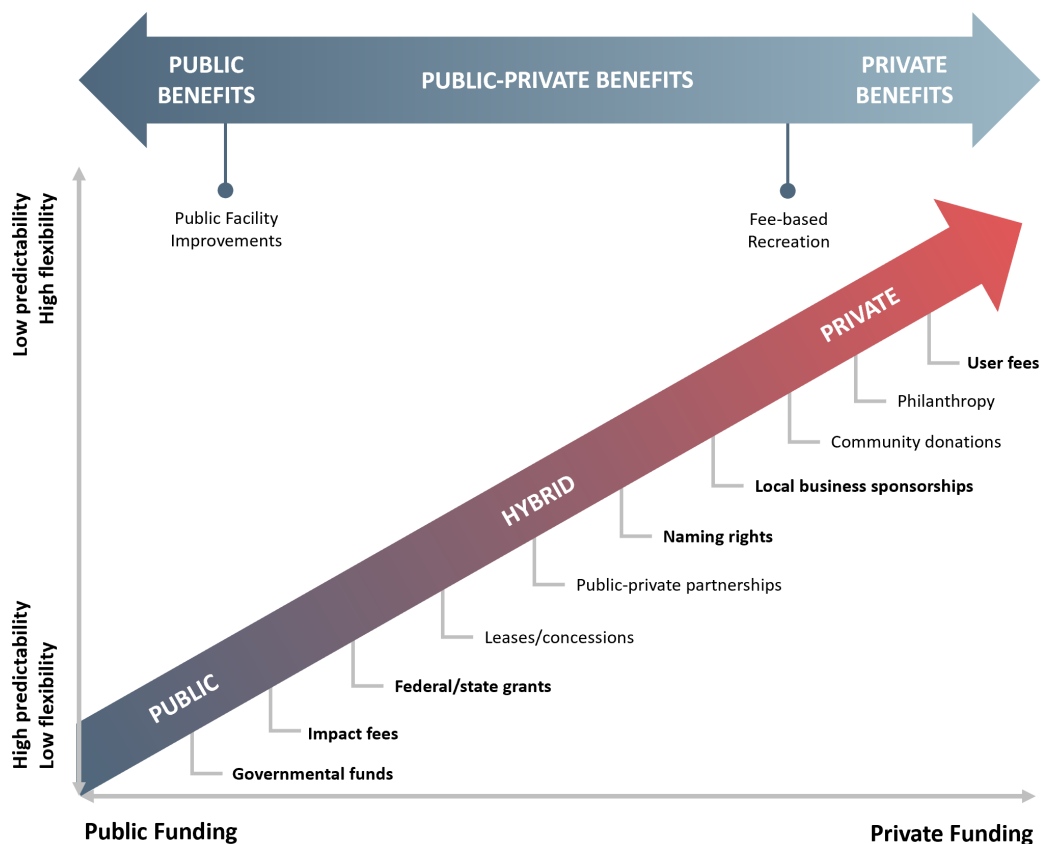
Phase 4: Renovation to Golf Clubhouse, Parking Lot Cart Staging, Driving Range, Practice Facility and Holes #1-#2

■ **Total Cost:** \$3,422,816

The clubhouse and course upgrades will enhance the user experience, increasing golf course usage and bringing in outside visitors. Improved facilities create a more competitive golf course for hosting events, providing both recreational and economic benefits to the community.

Figure I-6 summarizes the projects' benefits, and the funding sources aligned with them. The renovations to Bella Rosa Golf Course create a mix of private and public benefits, which could be funded through a mixed strategy relying on public and private funds. These would include using governmental funds to build most of the infrastructure, but using user fees to offset construction costs, and potentially selling naming rights on the clubhouse, and seeking local business sponsorship, to reduce the outlay of public money.

Figure I-6.
Potential FRA Phase 4 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

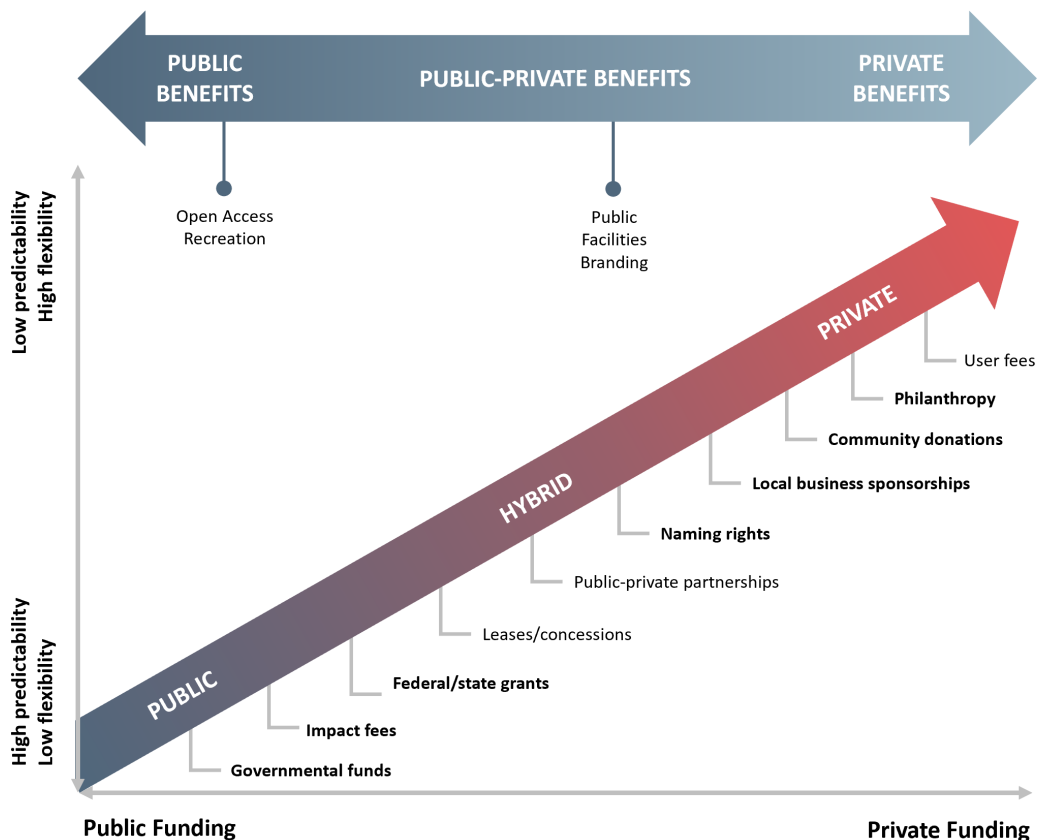
Phase 5: Bike Park, Loop Road and Parking

Total Cost: \$2,773,757

The bike park and related infrastructure provide an amenity for active outdoor recreation for a broad set of users. The benefits are primarily public since the amenities developed in this phase would be available to anyone. However, the development of the bike park would also develop an asset with significant naming potential.

Figure I-7 summarizes the projects' benefits, and the funding sources aligned with them. The benefits created by this phase are a mix of private and public benefits, which could be funded through a mixed strategy relying on public and private funds. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds.

Figure I-7.
Potential FRA Phase 5 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024

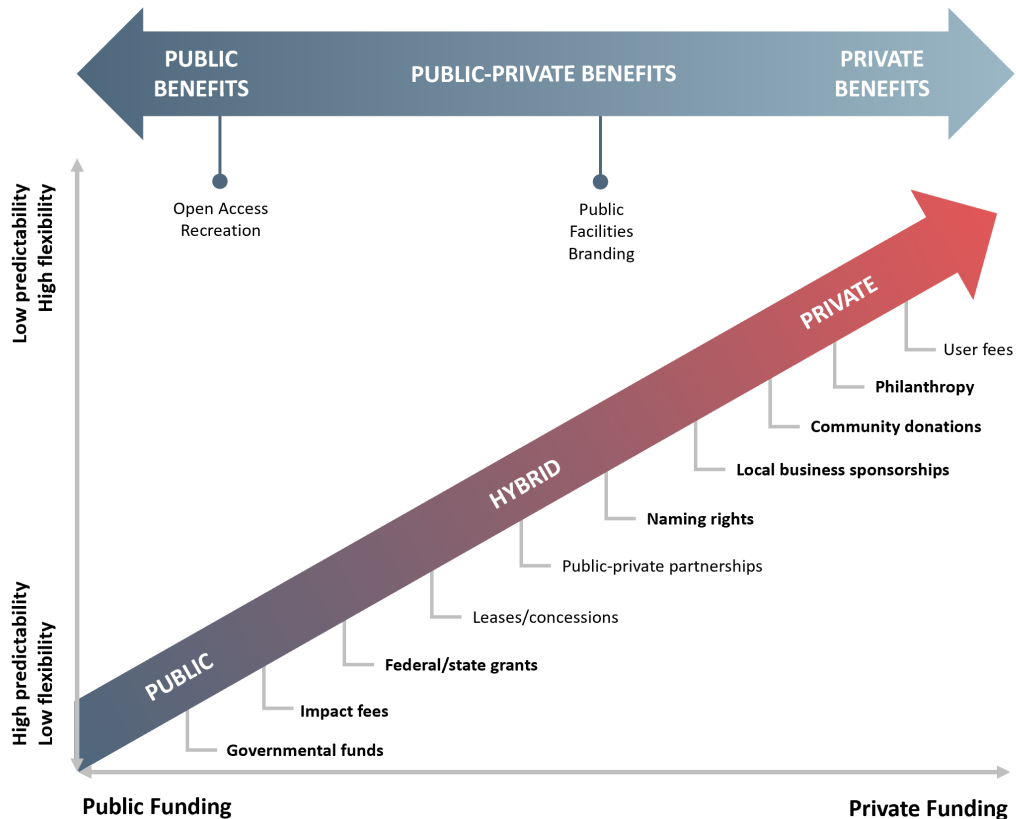
Phase 6: Loop Road, Dog Park, Sledding Hill and Community Gathering Area

■ **Total Cost:** \$4,452,498

These facilities promote community engagement and active living, serving a broad public audience and enhancing quality of life. A dog park and sledding hill bring diverse recreational opportunities to residents, while the gathering area supports community events and fosters social connections.

Figure I-8 summarizes the projects' benefits, and the funding sources aligned with them. The primary benefits of this phase are public benefits, but with branding potential of the recreation facilities, a funding model based primarily on public funds, but with some private support for naming rights, and or branding is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds.

Figure I-8.
Potential FRA Phase 6 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

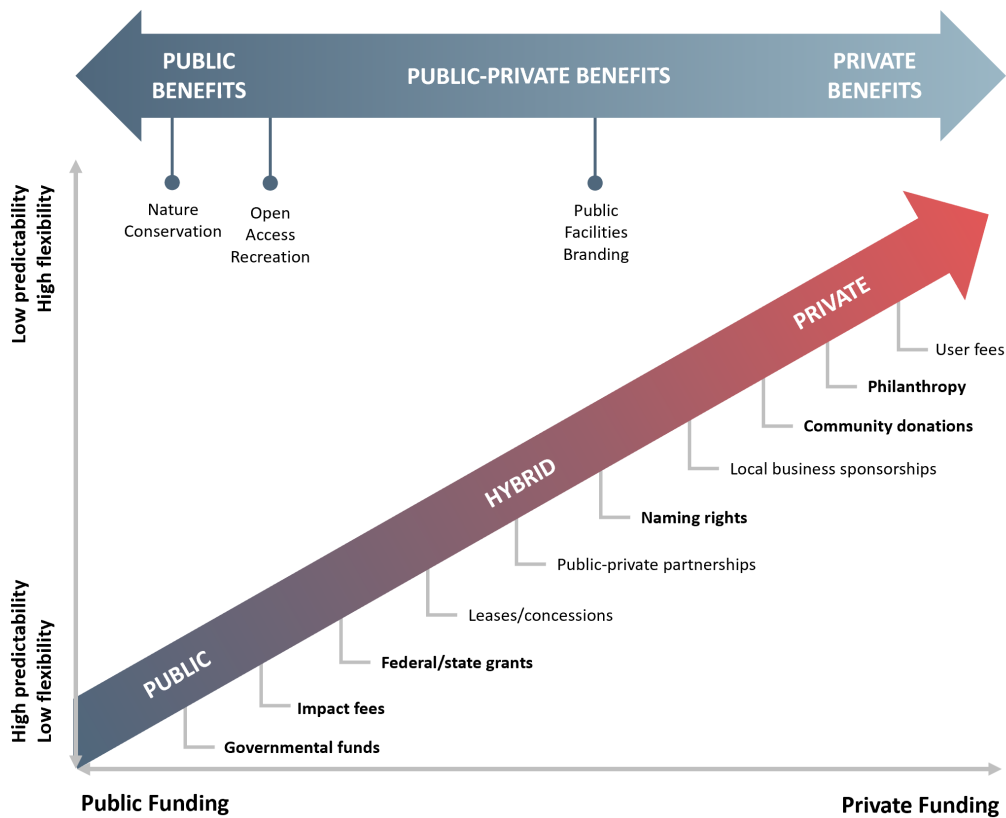
Phase 7: Trails, Native Grass Conversion

■ **Total Cost:** \$4,286,146

This phase enhances environmental sustainability, conserves native habitats, and provides recreational access. Native grass conversions reduce maintenance costs while preserving the area's natural ecosystem, and community involvement strengthens ties to the land.

Figure I-9 summarizes the projects' benefits, and the funding sources aligned with them. Since the benefits of this phase are primarily public, but with naming potential of the trail, a funding model based primarily on public funds, but with some private support for naming rights is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding, but philanthropic giving and selling naming rights could help reduce the outlay of governmental funds.

Figure I-9.
Potential FRA Phase 7 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

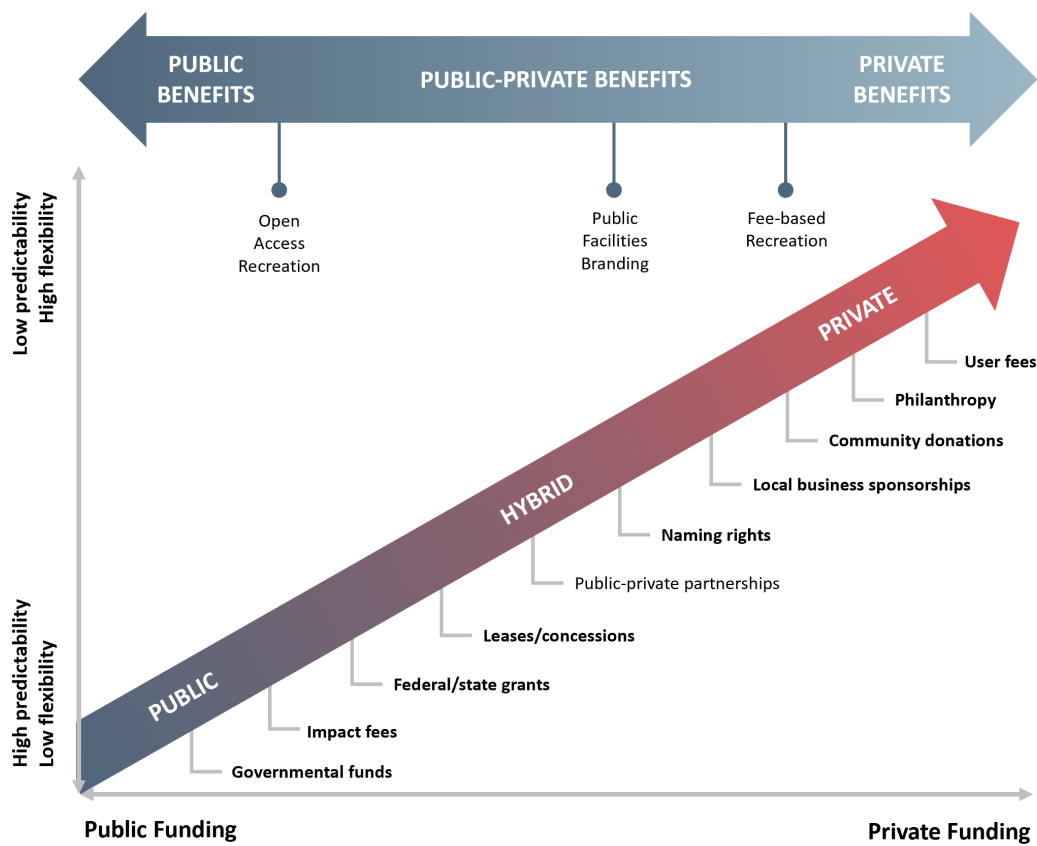
Phase 8: Loop Road, Parking, Central Plaza, Fitness Area, Inclusive Playground, Sport Courts

■ Total Cost: \$6,942,369

This phase supports accessible recreation, fitness, and family-friendly play. The addition of a central plaza and inclusive playground creates social and recreational hubs, supporting community wellness and inclusivity.

Figure I-10 summarizes the projects’ benefits, and the funding sources aligned with them. Since the benefits of this phase are a mix of public and public-private benefits, a funding model based primarily on public funds, but with some private support is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding for the infrastructure, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds. In addition, user fees could be used to offset some of the construction and operational costs of the sport courts.

Figure I-10.
Potential FRA Phase 8 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

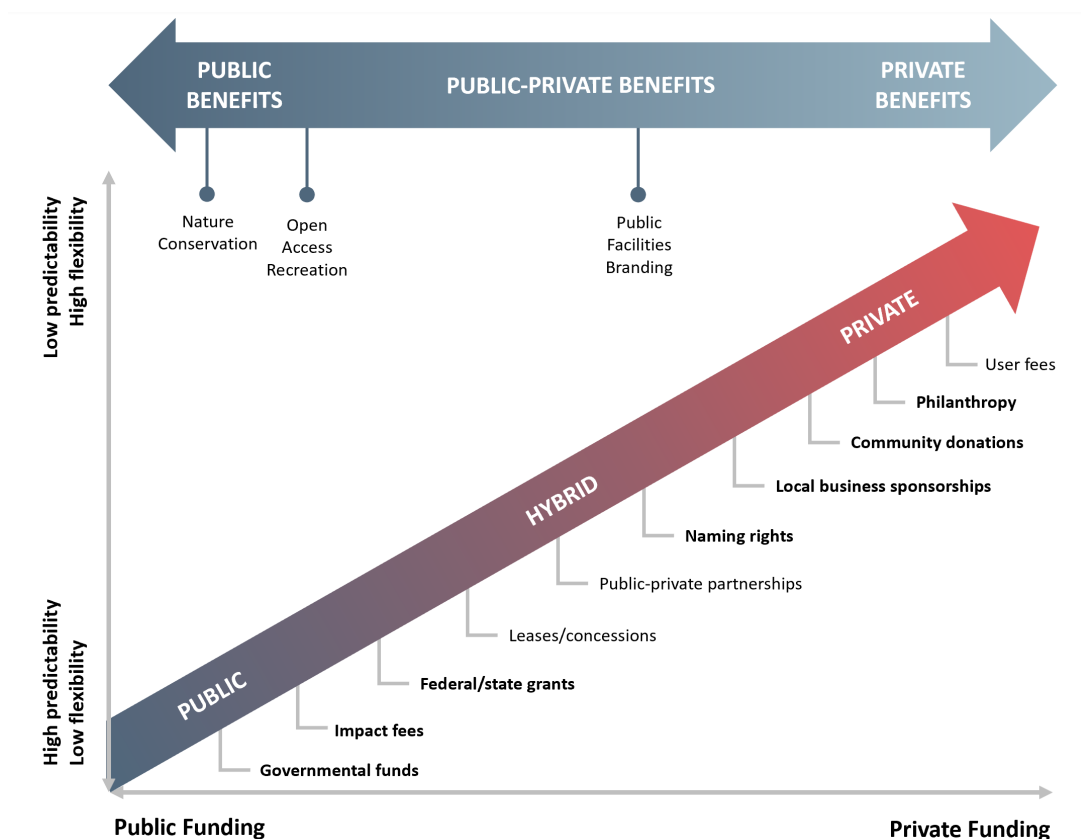
Phase 9: Trails, Nature Viewing Platforms, Native Grass Conversion, Xeric and Pollinator Gardens, Hammock Park, Nature Play, Parking

■ **Total Cost:** \$3,030,005

This phase enhances FRA's ecological and recreational appeal, promoting sustainability and environmental stewardship. Viewing platforms and nature play areas attract diverse visitors while respecting the natural landscape.

Figure I-11 summarizes the projects' benefits, and the funding sources aligned with them. Since the benefits of this phase are primarily public, but with branding potential of the trails, pollinator gardens, and hammock park, a funding model based primarily on public funds, but with some private support for naming rights and or branding is most appropriate. Governmental funds, including impact fees, and conservation-oriented grants, would make up the majority of funding for the infrastructure, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds.

Figure I-11.
Potential FRA Phase 9 Funding Plan



Note: Potential funding sources are shown in **bold**.

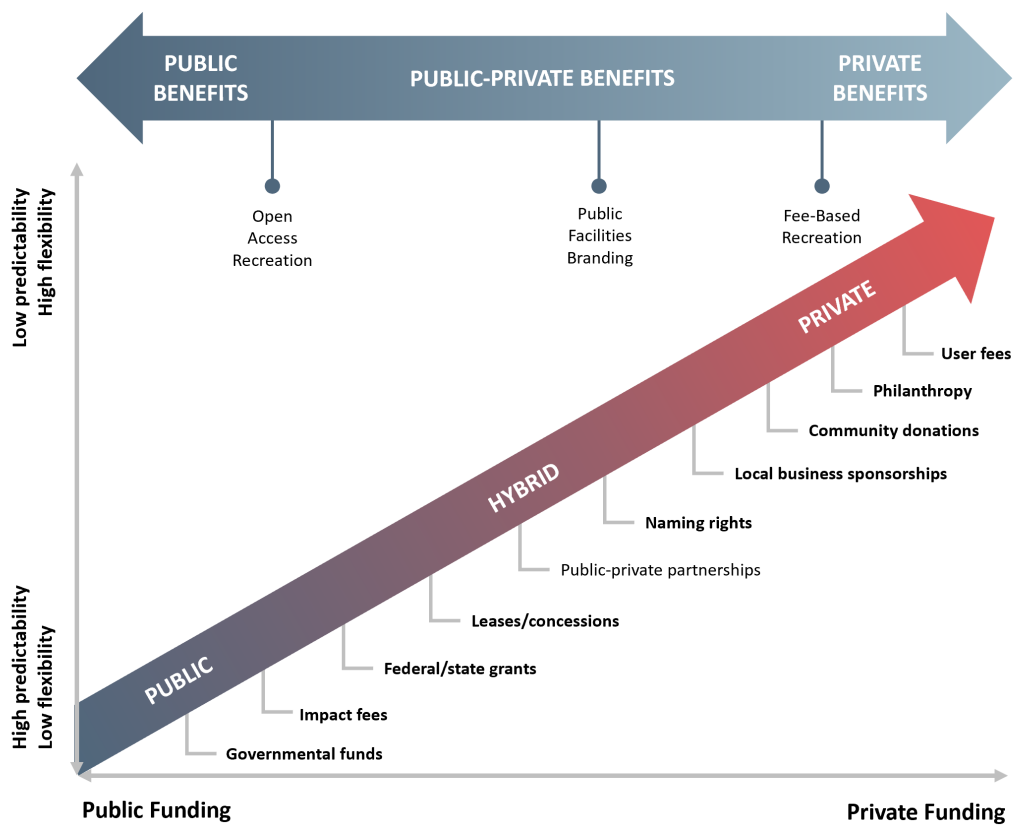
Source: BBC Research & Consulting, 2024.

Phase 10: Synthetic Turf Fields, Parking

■ **Total Cost:** \$6,885,402

Synthetic fields improve accessibility to sports year-round and reduce maintenance costs. This phase encourages active lifestyles and offers facilities that attract both residents and sports groups. Figure I-12 summarizes the projects' benefits, and the funding sources aligned with them. Since the benefits of this phase are a mix of public and semi-private, a funding model based primarily on public funds, but with some private support is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding for the infrastructure, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds. In addition, user fees could be used to offset some of the construction and operational costs of the turf fields.

Figure I-12.
Potential FRA Phase 10 Funding Plan



Note: Potential funding sources are shown in **bold**.

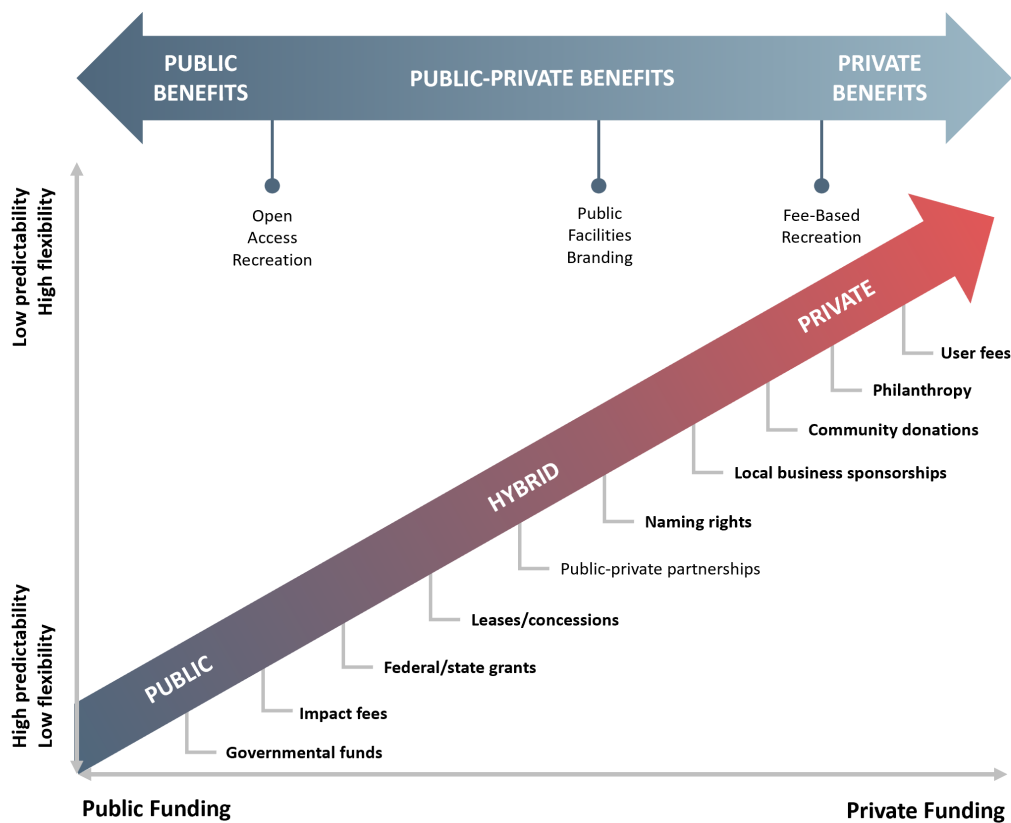
Source: BBC Research & Consulting, 2024.

Phase 11: Baseball/Softball Complex

■ **Total Cost:** \$16,881,096

The complex supports local and regional events, fostering community pride and attracting visitors. Figure I-13 summarizes the projects' benefits, and the funding sources aligned with them. Since the benefits of this phase are a mix of public and semi-private, a funding model based primarily on public funds, but with some private support is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding for the infrastructure, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds. In addition, user fees could be used to offset some of the construction and operational costs of the turf fields.

Figure I-13.
Potential FRA Phase 11 Funding Plan



Note: Potential funding sources are shown in **bold**.

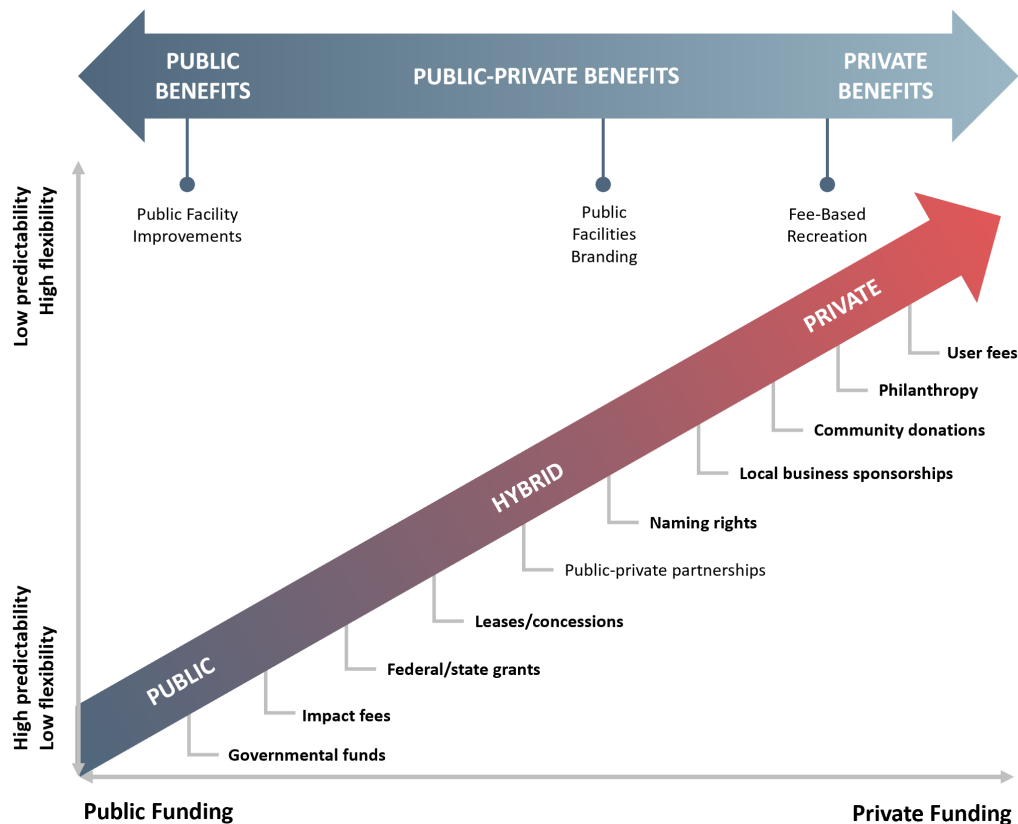
Source: BBC Research & Consulting, 2024.

Phase 12: Renovation to Golf Holes #3-#9

■ **Total Cost:** \$4,323,542

Renovations improve the golf course's appeal, supporting increased play and visitor satisfaction. The benefits of this phase are a mix of public and semi-private since golfers will benefit from the improvements, but the community-at-large will also benefit from increased golf course use. Figure I-14 summarizes the projects' benefits, and the funding sources aligned with them. Since the benefits of this phase are a mix of public and semi-private, a funding model based primarily on public funds, but with some private support is most appropriate. Governmental funds, including impact fees, and potentially grants, would make up the majority of funding for the infrastructure, but selling naming rights, seeking business sponsorship, and philanthropic giving could help reduce the outlay of governmental funds. In addition, user fees could be used to offset some of the construction costs of course renovations.

Figure I-14.
Potential FRA Phase 12 Funding Plan



Note: Potential funding sources are shown in **bold**.

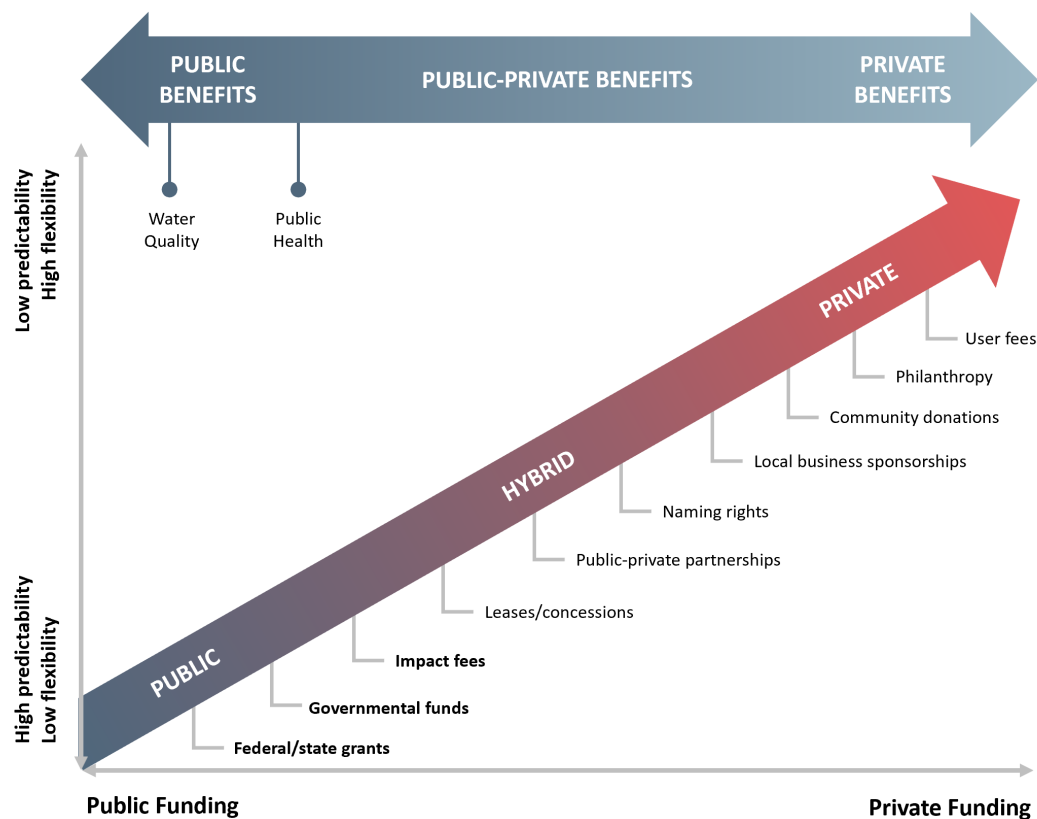
Source: BBC Research & Consulting, 2024.

Phase 13: Potential Future Water Treatment Area

■ Total Cost: \$369,910

This phase enhances environmental and water quality, benefiting both public health and regional water users. Partnering with utilities strengthens resource management while reducing overall project costs. Figure I-15 summarizes the projects’ benefits, and the funding sources aligned with them. There are few or no revenue generating amenities, but improvements in water quality will create significant community and environmental benefits. As a result, the Town’s governmental funds are best aligned with this project. Some federal and state grants may also be available for water infrastructure, but there are limited or no private funding opportunities because most of the benefits are public.

Figure I-15.
Potential FRA Phase 13 Funding Plan



Note: Potential funding sources are shown in **bold**.

Source: BBC Research & Consulting, 2024.

Other Tools and Considerations

Identifying appropriate funding sources is a first step in successfully executing the FRA Phasing Plan. Additionally, a strategic and thoughtful approach to long-term planning, operations and maintenance (O&M) needs, and project timing will ensure that the Plan phasing remains achievable and that the FRA amenities remain valuable to the community over decades. This section highlights tools to support the effective management and execution of each phase.

Capital Improvement Plans and Operations and Maintenance (O&M)

A Capital Improvement Plan (CIP) is essential in forecasting both capital and operations and maintenance (O&M) costs across all phases in the FRA Plan. Each Phase CIP should outline long-term infrastructure and maintenance priorities, allowing for an efficient allocation of funds and mitigating the risk of underfunding.

In each Phase CIP, projected costs should be broken down into near-, medium-, and long-term timelines. As necessary, regular updates to the Phase CIPs will allow the Town to adjust funding requirements in response to changes in inflation, market conditions, or community needs.

The enduring success of each FRA phase depends on a plan for long-term O&M. O&M costs should be calculated as part of the planning process for each phase. This requires evaluating the expected operational lifespan of new infrastructure and amenities and estimating costs associated with repairs, staffing, utility usage, and other recurring expenditure.

Incorporating O&M expenditure into the CIP for each phase would help Frederick allocate resources and prevent budget shortfalls. O&M strategies should be tailored to each amenity's expected operational lifetime and usage, with regular reassessment to account for wear and tear, changing user needs, and inflation. Pairing O&M forecasts with the CIP helps ensure the Town is proactive in maintaining its amenities and mitigates financial risks later in the project's operational lifetime.

Risk management. Every long-term project faces risk, such as from funding gaps, delays, or unforeseen increases in costs. Risk management should be built into the CIPs to ensure the Town can navigate possible obstacles without negatively impacting the FRA Phasing Plan. Frederick should identify alternative funding mechanisms as a contingency plan if key grants or partnerships fall through. The Town could also utilize reserve funds (if available) or scale down a project's scope to allow it to be achievable within the limits of available funding.

O&M for revenue-generating facilities. For amenities like the Bella Rosa golf course, sports fields, and synthetic turf fields, the Town of Frederick should develop a model in which user fees, event revenues, and other similar revenue generation contribute to partially or fully offset O&M costs. This can help ensure facilities are maintained without diverting funds from other projects of the FRA and without relying exclusively on public funds.

O&M for community and environmental amenities. For non-revenue generating amenities like playgrounds, trails, and water quality improvements, Frederick should plan for O&M expenditures funded through public funds or partnerships. The Town could contribute annually to a dedicated maintenance reserve fund to cover anticipated costs. Ongoing volunteer programs

or partnerships with community groups can help offset some costs by providing labor for basic upkeep, such as litter cleanup or trail maintenance. A public liaison or community relationship officer could allow for open and consistent communication between the Town and local groups who can contribute time and labor to maintaining community amenities.

Stakeholder Engagement

Early and responsive collaboration with stakeholders—including Frederick residents, businesses, and potential project partners—will help secure support for the FRA project goals and create a sense of community ownership and shared success.

Resident community. Frederick can host meetings and outreach programs to disseminate FRA project information and build enthusiasm in the community. Grassroots fundraising campaigns and volunteer programs can involve residents directly, helping offset some costs and potentially contributing to ongoing maintenance needs.

Business community. The Town can engage its business community to support parks by highlighting the positive connecting between FRA usage and development and local economic activity. By highlighting how FRA will attract visitors to the Towns' center and surrounding areas, businesses can see the potential for increased customer patronage and business revenue. Developing strong partnerships with local businesses by highlighting the importance of parks. can lead to sponsorships, in-kind contributions, or collaboration on public-private partnerships.

Timing FRA Plan Phases

The timing of each phase in the FRA Plan is critical to ensuring that the Plan remains financially feasible and aligned with community needs. Phasing projects over several years allows Frederick to fund projects more while reducing the strain on staff, financial resources, and O&M capacity. The Town can spread costs over a long period and maximize the use of available funding.

Timing projects to align with grant or funding cycles is a primary consideration. For example, if federal or state grants are awarded on an annual basis, Frederick should aim to complete grant applications in advance and schedule Plan phases to coincide with grant disbursement timelines.

Tracking and Updating Costs with an Engineering Price Index

To ensure that project cost estimates remain accurate and useful, the Town should track project costs using industry-standard tools like an Engineering Price Index or similar indices. This allows for the adjustment of cost estimates to account for inflation and changes in material costs or the construction industry.

Frederick should update each Phase CIP regularly to reflect current prices. This allows the Town to adjust its funding strategy proactively, which can help the Town meet its project timelines and financial goals for the FRA Phasing Plan.

References

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- Fulton, W. 2012. *Financing the Future: The Critical Role of Parks in Urban and Metropolitan Infrastructure*. National Recreation and Park Association.
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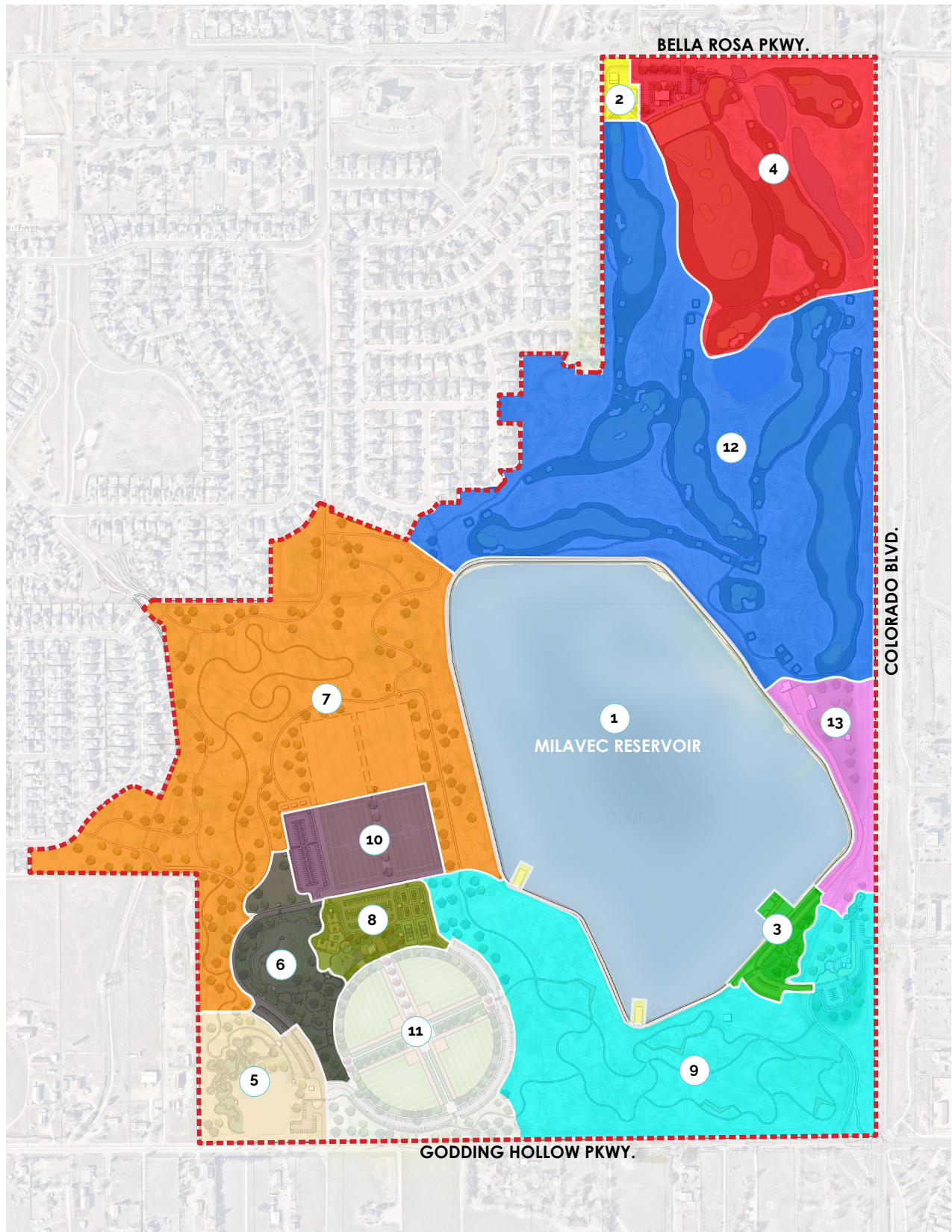
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DESIGN CONCEPTS
Community + Landscape Architects

Frederick Recreation Area MASTER PLAN

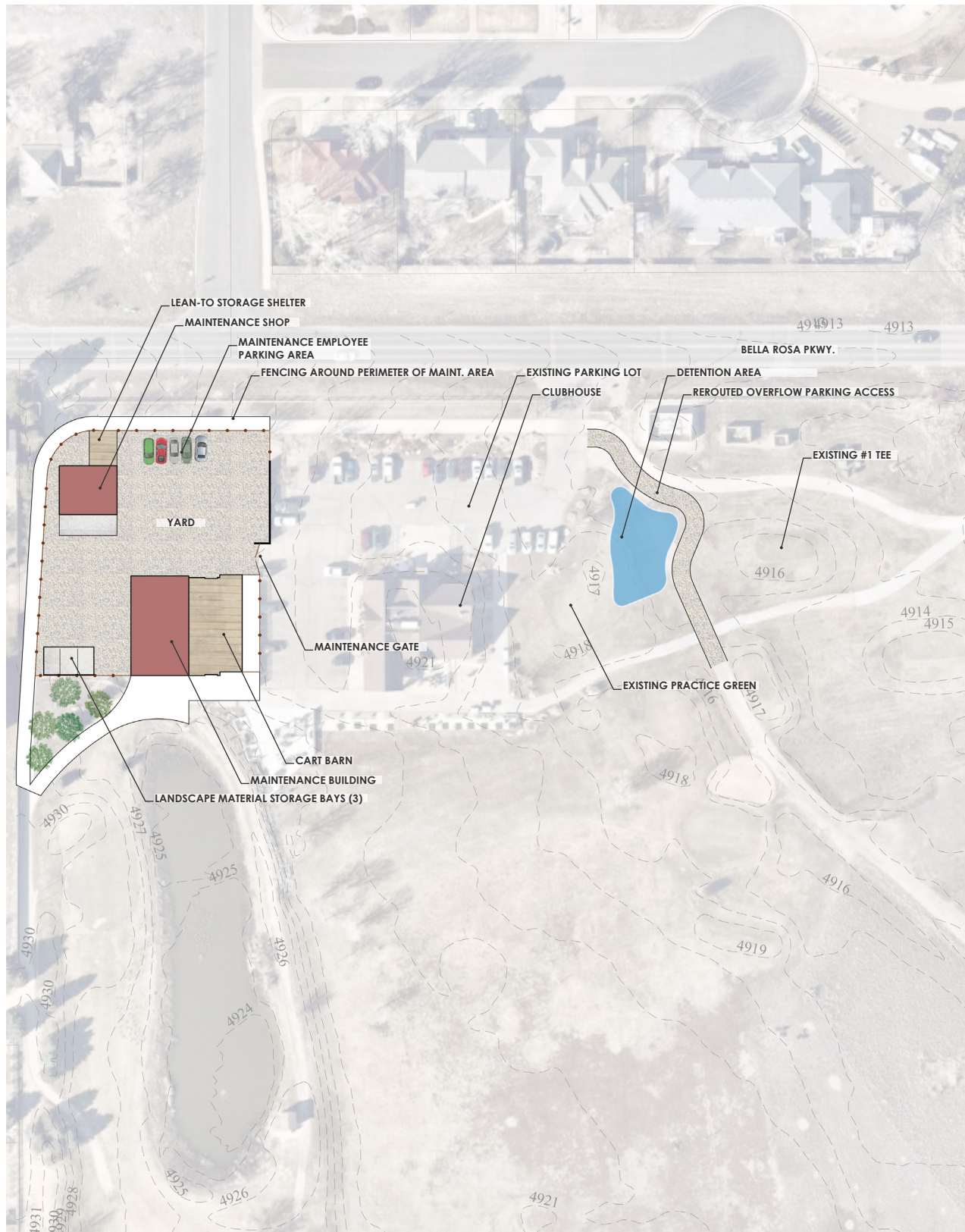
August 2024



Frederick Recreation Area

PHASING PLAN

September 2024



Frederick Recreation Area

FINAL MASTER PLAN - CLUBHOUSE & MAINTENANCE AREA ENLARGEMENT

AUGUST 2024



**DESIGN
CONCEPTS**
Community • Landscape Architects

Frederick Recreation Area

FINAL MASTER PLAN - CLUBHOUSE & MAINTENANCE AREA ENLARGEMENT

AUGUST 2024



**DESIGN
CONCEPTS**
Community • Landscape Architects

Frederick Recreation Area

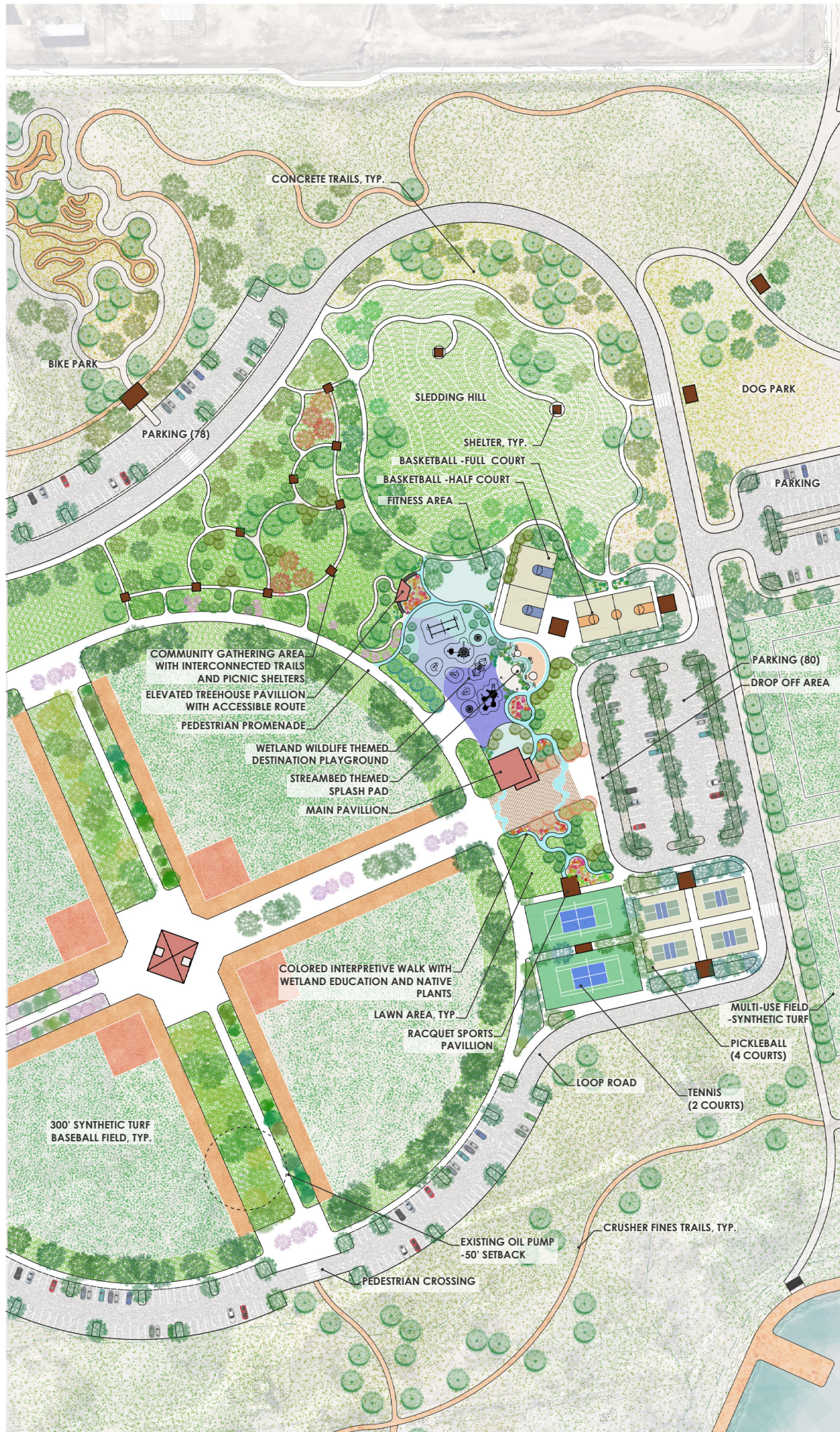
FINAL MASTER PLAN - EAST PARK ENLARGEMENT

AUGUST 2024

AUGUST 2024



DESIGN CONCEPTS
Community + Landscape Architects





Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-05 Trash & Recycling Contract

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Resolution
2. Waste Connections Contract

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

1) Legislative: Actions that relate to subjects of a long term and general applicability; such as the passing of ordinances/resolutions/policies/etc.

Strategic Plan Alignment:

The proposal for the Trash & Recycling Services contract aligns with the following Strategic Plan Goal;



EFFECTIVE, EFFICIENT & STRATEGIC GOVERNMENT OPERATIONS - As an employer of choice, the Town of Frederick will lead the region in a culture of efficiency, innovation, and strategic partnerships in all municipal services to far exceed the community's expectations and exemplify the fact that Frederick is Built on What Matters, its people.

1.1 Develop and implement a strategy for delivering a parks, streets and downtown "win" including assessing available political capital.

1.2 Complete an update to the Municipal Code in connection with 2.5 below.

Summary Statement:

Review and recommendation of the three bids received from the RFP for Trash & Recycling services.

Detail of Issue/Request:

The update provided is for the results of the RFP for Trash & Recycling services for our Frederick residents. We received bids from Waste Management, Waste Connections and Western Disposal Services. The RFP included additional options beyond our current service plan of weekly trash and bi-weekly recycling. Included in all bids were roll-offs for all our Town Events, for our spring and fall clean up for seniors, for our tree limb drop-off events, for FRA, and for street sweeper debris. This also provides dumpsters for our Town Hall, the Police Department and Bella Rosa. Besides these services provided to the Town, the residents will have choices they can make that will provide extra services for individual households, but not impact the rates for all residents.

2025 Residential Trash and Recyclables Collections RFP Matrix - Jason L.						
Vendor	Option 1A	Current	Option 2A1	Option 2A2	Option 2B1	Option 2B2
		Option 1B				
Waste Management	20.95	16.95	26.18	37.03	22.18	33.03
Western	69.85	52.40	104.78		87.35	
Waste Connections	20.31	13.54				
Current Resident Rate:	13.24					
Current Resident Count:	5,280					
Option 1A	Weekly Collection Trash / Recycle					
Option 1B	Weekly Trash / Bi-Weekly Recycle					
Option 2A1	Weekly Collection Trash / Recycle / Yardwaste (April - November)					
Option 2A2	Weekly Collection Trash / Recycle / Yardwaste Compost (April - November)					
Option 2B1	Weekly Collection Trash / Yardwaste (April - November) / Bi-Weekly Trash					
Option 2B2	Weekly Collection Trash / Yardwaste Compost (April - November) / Bi-Weekly Trash					
FEE ANALYSIS:						
Revenues		Expenses				
Trash Collection Fee	Waste Connections	Clean-up Day Recycling			Variance	
		Blue Star Recyclers	Front Range Landfill			
2022	931,151	813,248	7,385	51,813	58,705	
2023	918,839	777,485	8,646	43,237	89,472	
2024 YTD	778,041	647,824	13,621	52,255	64,341	
Totals	\$ 2,628,031	\$ 2,238,557	\$ 29,652	\$ 147,305	\$ 212,517	

Legal Comments:

The three proposals for Trash and Recycling services were viewed by our Town Attorney's office, and they will be overseeing the contract.

Alternatives/Options

Option 1: Approve **Option 1B**, Weekly Trash / Bi-Weekly Recycle: Staying with our current provider for the lowest bid for trash & recycling services. This option will continue services of **weekly** trash pick-up and **bi-weekly** recycling at no increase for the residents in 2025, and would include all the additional services provided to our Frederick residents throughout the year.

Option 2: Approve **Option 1A**, Weekly Trash / Weekly Recycle: Staying with our current provider with the lowest bid for trash & recycling services. This option would provide **weekly** trash and **weekly** recycling services for an additional cost of \$6.77 per resident in 2025, and would include all additional services provided to our Frederick residents throughout the year.

Option 3: Move to one of the other providers that bid on the same residential and additional Town services we requested. By going with this option our residents would see a minimum monthly increase of just over 25% for **Option B**, Weekly Trash / Bi-Weekly Recycle. If we went with **Option A**, Weekly Trash / Weekly Recycle, the increase would be 55% from what our residents are currently paying.

Financial Considerations

If option 1B is chosen with the current provider, this will not affect the 2025 budget, since there is no increase in the Trash and Recycling services. Any other option would most likely cause us to go over the budgeted amount for 2025.

Staff Recommendation

After reviewing the bids submitted, the staff recommendation is to award the Trash & Recycling contract to Waste Connections, and stay with Option 1B. This will keep the same current service as we have, with trash being picked up weekly, and recycling picked up bi-weekly. This also allows us to continue all the extra services that we provide for our residents.

Community Impact

Based off the current resident rate the Town of Frederick charges and the proposed charges from our current provider, we can leave resident fees flat in 2025 and maintain a positive program balance. This will have a positive effect on our residents in 2025.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-05**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT
WITH WASTE CONNECTIONS OF COLORADO INC. FOR
RESIDENTIAL SOLID WASTE SERVICES**

WHEREAS, the Town advertised a Request For Proposals for the Town's residential trash and recyclables collection on October 11, 2024; and

WHEREAS, the Town received three proposals and after staff evaluation determined the lowest qualified proposal to be Waste Connections of Colorado, Inc; and

WHEREAS, the Town of Frederick first contracted with Waste Connections of Colorado, Inc. for residential solid waste service in 2009, most recently entering an annual contract with Waste Connections of Colorado, Inc. in 2019; and

WHEREAS, the Town has negotiated a new contract with Waste Connections of Colorado, Inc. with an initial term of 12-months, with the ability to extend it for four additional one-year terms based on the Town appropriating money to continue the contract; and

WHEREAS, the terms of the new contract are advantageous to the Town and its citizens.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

- Section 1.** The Town Manager is hereby authorized to execute the Independent Contractor Agreement with Waste Connections of Colorado, Inc., with the scope of services attached on behalf of the Town.
- Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.
- Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.
- Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED THIS 28TH DAY OF JANUARY, 2025.

ATTEST:

TOWN OF FREDERICK

By: _____
Tricia David, Town Clerk

By: _____
Tracie Crites, Mayor

TOWN OF FREDERICK RESIDENTIAL TRASH & RECYCABLES COLLECTIONS SERVICES
AGREEMENT

Town of Frederick Residential Trash & Recyclables Collections Services Agreement (this “Agreement”) is made and entered into this 1st day of January____, 2025 (“Effective Date”), by and between Waste Connections of Colorado, Inc. (hereinafter called “Contractor”) and the Town of Frederick (hereinafter called “Town” or “Customer”).

SERVICE LOCATION	BILLING INFORMATION
Customer Name TOWN OF FREDERICK	Bill Name TOWN OF FREDERICK
Address MASTER ACCOUNT	Address PO BOX 435
City, State, Zip FREDERICK, CO. 80530	City, State, Zip FREDERICK, CO. 80530
Contact KENT VANDYNE PUBLIC WORKS DIRECTOR	Contact Jennifer Haessler 720-382-5553
Phone 720-382-5801	Phone 720-382-5500
Email KVANDYNE@FREDERICKCO.GOV	Email AP@FREDERICKCO.GOV

ARTICLE I
SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all Waste Materials (as defined below) generated and collected by all current and future residents that are subject to the bylaws, regulations, or other governing documents of the Town (the “Town Residents”). Town represents and warrants that it has the authority to bind and hereby does bind the Town Residents to the terms of this Agreement. Contractor agrees to furnish the services and equipment specified in this Agreement.

ARTICLE II
TERM

THE INITIAL TERM (THE “INITIAL TERM”) OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE DATE, SUBJECT TO APPROPRIATION. THIS AGREEMENT MAY BE EXTENDED TO FOUR (4) ADDITIONAL ONE-YEAR PERIODS SUBJECT TO WRITTEN AGREEMENT OF PARTIES AND ANNUAL APPROPRIATION BY THE TOWN, TOGETHER WITH THE INITIAL TERM, THE “TERM”) THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE.

ARTICLE III
WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Town Residents within the Town limits (the “Waste Materials”); provided, however, that the term Waste Materials specifically excludes and Town Residents shall not deposit

in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations ("Excluded Waste"). Town Residents shall comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Town Residents to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

Town Residents must place Waste Materials in the waste containers provided by Contractor and must place the containers within six (6) feet from the street. Contractor will collect the Waste Materials from the containers that are timely placed for collection within six (6) feet from the street. Contractor shall not have any obligation to collect any Waste Materials placed outside of such containers.

ARTICLE IV TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Town Residents. To the extent allowed by law, Customer expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities, and costs resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers, or other equipment.

ARTICLE V PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges, and fees set forth on Exhibit A attached hereto and incorporated herein by reference ("Charges"). Payment shall be made by Customer to Contractor within 10 days of each invoice date.

Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI RATE ADJUSTMENTS

Customer agrees that Charges for goods and services measured by the Consumer Price Index ("CPI") may be increased from time to time to adjust for increases in the CPI, subject to appropriation. Because disposal, fuel, materials, and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state, or federal rules, ordinances, or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees, or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent must be in writing. In the event Contractor adjusts the Charges as provided in this Article, Contractor shall provide Customer with timely notice of such increase, and the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated

with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

ARTICLE VII SERVICE CHANGES AND AMENDMENTS

Changes to the type, size, and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties in writing without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE VIII RESPONSIBILITY FOR EQUIPMENT

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Town Residents shall have care, custody, and control of the equipment while at their locations. Each Town Resident and the Town shall be responsible for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Town Residents shall not overload (by weight or volume), move, alter, or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Each Town Resident and/or Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Each Town Resident shall use the equipment only for its proper and intended purpose. To the extent allowed by law, Customer agrees to indemnify, defend, and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities, and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Town Residents' use, operation, or possession of the equipment. Town Residents must provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify the Town Resident or the Town and afford a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by the failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that Customer's pavement, curbing, or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface, or right of way, and Customer agrees to assume all liabilities for any such damage that results from the weight of Contractor's vehicles providing service at Customer's location, except in the event of negligence or willful misconduct on the part of Contractor.

ARTICLE X EARLY TERMINATION; LIQUIDATED DAMAGES

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the

average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

ARTICLE XI BREACH, SUSPENSION, AND TERMINATION FOR CAUSE

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE XII ASSIGNMENT

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger, or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

ARTICLE XIII OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal, and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal, and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder during the term of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall work together to amend this Agreement to match the terms of the offer.

ARTICLE XIV EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance, or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors, and permitted assigns, in accordance with the terms and conditions set out herein.

ARTICLE XVI ATTORNEYS' FEES

In the event of any breach of this Agreement or other need for referral to legal counsel related to responsibilities under this Agreement, the parties agree to pay their own attorneys' fees.

ARTICLE XVII ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties, and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI, and XVIII.

ARTICLE XVIII BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any disputes, controversies, or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES, OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY

WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES, OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

ARTICLE XIX CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

ARTICLE XX DAMAGE, INDEMNITY, AND INSURANCE

Contractor assumes full responsibility for any and all damages caused by Contractor's negligence or willful misconduct in its exercise of its activities as authorized by this Agreement. Contractor agrees that it will at all times protect, defend, and indemnify and hold harmless the Town, its officers, agents, employees, tenants, and their successors and assigns from and against all liabilities, losses, claims, demands, and actions, to the extent arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the negligence of willful misconduct of Contractor or any agents, employee, or subcontractors of Contractor, whether brought by any of such persons or any other person.

Contractor shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the Town in the following amounts:

Comprehensive General Liability - \$2,000,000 combined aggregate
Automobile Liability - \$1,000,000
Workers Compensation

Each liability insurance policy shall name Customer as an additional insured. Contractor shall furnish to Customer appropriate certificates for such insurance, which shall include a commitment by each insurance company to notify the Town in writing of any material change, expiration, or cancellation of the insurance policy required hereunder not less than thirty (30) days prior to such change, expiration, or cancellation becoming effective. In addition to the above, Contractor shall obtain and keep in force during the term hereof such insurance required by any law or regulation, or prudent business practices.

ARTICLE XXI INDEPENDENT CONTRACTOR

This Agreement shall not render the Contractor an employee, partner, agent of, or joint ventures with Customer for any purpose. The Contractor is and will remain an independent contractor in their relationship to Customer. Customer shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against Customer hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Independent contractor is not entitled to unemployment insurance benefits unless Independent Contractor or some other entity provides unemployment compensation coverage. Independent Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to this contract.

ARTICLE XXII
COLORADO GOVERNMENTAL IMMUNITY ACT

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by Customer of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as applicable now or hereafter amended (“CGIA”).

[Signature Page Follows]

Contractor:

Customer:

Waste Connections of Colorado Inc.

Town Of Frederick.

By: Mark Ceresa

By: Bryan Ostler

Name: _____

Name: _____

Title: Division Vice President

Title: Town Manager

Exhibit A

Service Description With All Rates Subject to Annual 3% Price Increases

SERVICE TYPE	SIZE	FRQ	QTY	UNIT RATE	MONTHLY RATE
RESIDENTIAL SERVICE					
Trash Service	96	1x week	5280	\$13.54	\$71,491.20
Recycle Service	96	EOW	5280	\$0	
COMMERCIAL AND INDUSTRIAL SERVICES					
Trash Service	1-3yd	1x week	1	Town Hall	\$106.45
Trash Service	1-3yd	1x week	1	Police Dept	\$106.45
Trash Service	1-3yd	1x week	1	Paid by Resident	\$106.45
Roll Off Trash Service Non-Free Service Rate	1-30yd	On Call	Per haul	Public Works	\$318.87/haul
Commercial & Industrial Delivery, Removal Rate	On Call	On Call	Per Request	Public Works	\$100/Per Request
Non-Serviceable Dry Run	On Call	On Call	Per Occurrence	Public Works	\$150.00/Occurrence
Non-Free Delivery Fee	On Call	On Call	Per Request	Public Works	\$100.00/Per Request
Over 5 Ton Max Fee	-	-	Per Top	Public Works	\$45/ Ton Over 5 Tons
ADDITIONAL SERVICES & RATES PAID FOR BY RESIDENTS					
Cart Delivery	96-Gal	On call	1	\$25.00	Per cart
Cart Replacement	96-Gal	On call	1	\$95.00	Per cart
Extra Garbage Per Bag Or Bundle of Branches	30 Gal	On call	1	\$3.50	Per bag or Bundle
Extra Carts	96 Gal	1x week	1	\$5.00	Per Cart
Bulk Items	Per Item	On Call	1	\$25.00	Per Item
Individual Compost Service	96	Every Other Week	1	\$25.00	\$25 Per Month Paid for By Residents

-  Pricing for residential service includes cart content only.
-  Cart delivery applies to additional or replacement carts only.
-  Cart replacement cost does not apply to normal wear and tear replacement.
-  Extra service charges need to be scheduled and paid in advance by residents.
-  Individual Compost Service Request need to be called in and Set Up by Individual Residents to set up a separate account.

The contractor shall provide each residence with once-a-week Trash collection; provided, however, recyclables will only be collected once every other week.

- Construction and Demolition Debris (e.g. debris resulting from remodeling, repair and/or demolition of buildings and other structures, including, but not limited to, concrete, rock, dirt, wood, roofing, drywall, etc.) are not allowed in residential carts.

Exhibit B

MUNICIPAL ACTIVITIES SERVICES Contractor shall provide the following services in support of municipal activities at no cost to the Town:

1. Spring and Fall Clean Up Events for Senior Citizens: Provide a minimum of eight (8) 30-yard roll-off dumpsters per event for senior citizen's spring and fall clean up events. Dates will be designated by the Town.

Response: Waste Connection shall provide (8) 30yd roll-off dumpsters per spring and fall clean up events.

2. Provide two (2) 30-yard roll-off dumpsters at the Public Works facility to each be emptied a minimum of three times per month upon request, or no more than 36 times each per year.

Response: Waste Connections shall provide 2-30yd roll-off dumpsters, and as described above.

3. Holiday Trash Drop-off. Provide up to four (4) 30-yard roll-off dumpsters at the Public Works facility in December and January. Exact dates to be designated by the Town.

Response: Waste Connections shall provide (4) 30-yard roll-off as noted above.

4. Tree Limb Drop off Program. Provide one (1) 30-yard roll-off dumpster per month at the Public Works facility. Exact dates to be determined by Town.

Response: Waste Connections shall provide (1) 30-yard roll off for Frederick's Tree Limb drop off.

5. Provide one (1) 3-cubic yard container at Town Hall to be emptied once per week.

Response: Waste Connections shall provide as requested above

6. Provide one (1) 3-cubic yard container at the Police Department/Municipal Court building to be emptied once per week.

Response: Waste Connections shall provide as requested above

7. Town Events. Provide one (1) 30-yard roll-off dumpster a minimum of five (5) times per year and up to 100 collapsible cardboard trash containers per year Town Events. Event dates will be designated by the Town.

Response: Waste Connections shall provide as requested above.

Exhibit C

Description of Additional Key Items Contract Shall Provide

Hours and Days of Operation. All collections may be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Saturday will be designated as a catch-up day for missed collection days. Sunday collections will not be permitted unless expressly authorized by the Town Manager. Currently, the Town is divided into two zones, with collections occurring on Tuesdays and Fridays. The proposal should include a proposed schedule and accommodates changes due to inclement weather and holidays.

Holiday Schedules. Contractor shall provide a list of proposed holidays. Collection shall occur on the day immediately following the holiday. Saturdays may be used following a holiday if required as a catch-up collection day.

Trucks and Equipment. Contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job, such as communication devices, GPS systems, and others. The Town reserves the right to visit the facilities of all interested Contractors and observe the equipment used and operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested Contractors. The Contract may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

Billing. The Town will bill charges for the service through the utility billing system. Contractor will provide a single bill to the Town based on a per account basis for service, which the Town will use to bill through the utility billing system.

Promotion and Education. Contractor will work with the Town staff to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion.

Customer Service Response and Issue Resolution. The selected contractor shall provide prompt and efficient customer service to Town residents for all issues related to trash and recycling services, including but not limited to missed collections, damaged containers, or other service-related concerns. The contractor is expected to meet the following service levels:

One Dedicated Customer Service. The contractor shall maintain a dedicated customer service line and online portal for residents to report missed collections or other issues.

Customer Service Hours. Contractor must provide to the Town staff and the residents, their customer service hours. Customer service must be available during regular business hours and offer voicemail or after-hours support for urgent requests.

Response Time. The contractor must acknowledge resident inquiries (via phone, email, or online requests) within 24 hours of receipt. For missed collections, the contractor must resolve the issue by providing service within 48 hours of the initial report, excluding weekends and holidays, unless otherwise specified by the Town.

Resolution and Follow-Up. The contractor must notify the resident once the reported issue has been resolved. This notification may be through phone, email, or automated messaging. If the issue cannot be resolved within the standard time frame, the contractor must communicate the reason for the delay and provide an updated resolution timeline.

Escalation Protocol. The contractor shall establish a clear escalation process for unresolved or complex issues, ensuring that resident concerns are handled appropriately and efficiently. The Town reserves the right to review unresolved issues and intervene, if necessary.



Built On What Matters

TOWN OF FREDERICK

Board of Trustees

Staff Report

Tracie Crites, Mayor

Kevin Brown, Mayor Pro Tem
Dan March, Trustee
Mark Lamach, Trustee

Adam Mahan, Trustee
Windi Padia, Trustee
Chad teVelde, Trustee

Resolution 25-R-06 for First Amendment to Prosperity MOAPI to incorporate the Town's new water demand analysis and to account for changing construction costs regarding the Town's contribution

Agenda Date: Board of Trustees January 28, 2025

Attachments:

1. Prosperity MOAPI First Amendment
2. Prosperity 1st Amd MOAPI Resolution

Reviewed By: Jason Leslie, Deputy Town Manager

Action Type

2) Administrative: Actions of routine nature that implement policies/directions or effectuate the functioning of government; such as contract approvals/granting of licenses and permits/etc.

Strategic Plan Alignment:

The Prosperity Development will improve sections of Tipple Pkwy and Ridgeway Blvd.



STRATEGIC, RELIABLE & SUSTAINABLE INFRASTRUCTURE– Frederick is dedicated to investing in existing and future transportation, water, storm water, and technology while planning for sustainable growth and development.

4.1 Develop a funding strategy for implementation of the Facilities Master Plan.

4.2 Create a rolling five-year Capital Improvement Plan that prioritizes the impacts and needs of the community inclusive of a comprehensive communication strategy for each project.

Summary Statement:

The Developer of Prosperity has requested that the MOAPI be amended after completing a Water Demand Analysis to revise the water dedication requirement for the development, which identifies the water dedication requirement of the project, in accordance with the Town's current requirements, including the water required for establishing the native grass, which is proposed to be used for subsequent phases after preceding phases are established as determined by Town staff. The proposed MOAPI amendment also includes provision for determining construction costs at the time of permitting, prior to construction of Ridgeway Boulevard at Highway 52 improvements, and updates to the project's construction drawings.

Detail of Issue/Request:

An MOAPI amendment for this project was brought to the Board previously at the request of the Developer, which included an update to the Town's construction costs and changes to project phasing, in addition to implementation of the Town's new water demand analysis. Staff did not support changes to the construction costs and phasing, and the Board chose not to take action on the request to approve the amendment. Since then, the Developer has worked with staff and the Town Attorney's Office to draft an amendment to the MOAPI that the staff are comfortable with.

Engineering staff has reviewed the Prosperity Water Demand Analysis (WDA) application, completed the water demand analysis, and determined the amount of water required for the development. The Developer has requested to be able to use water provided for the irrigation of native seed for subsequent phases after that native seed is established. Town staff will determine if and when the native seed is established and the water is no longer needed for that use and could then be used to satisfy a portion of the dedication requirement for the individual lots. The construction drawings were also updated to address some impacts between proposed developments along Lyden Creek Blvd.

The Developer is no longer proposing changes to the project phasing, and the proposed amendment now allows for determination of construction costs between the Developer and Town at the time of permitting, prior to construction of Ridgeway Boulevard at Highway 52 improvements.

Legal Comments:

The MOAPI amendment and resolution were reviewed by the Town Attorney.

Alternatives/Options

The Board may choose not to approve the MOAPI amendment allowing for an increase, at the time of permitting, of the Town's reimbursement responsibility for Ridgeway Blvd improvements.

Financial Considerations

The estimated cost of public improvements will be updated at the time of project permitting. If the Board approves the increase in the cost of the Town's reimbursement for the Ridgeway Blvd improvements, the costs must be budgeted in the Town's CIP.

Staff Recommendation

Staff recommend that the Board approve this amendment to the MOAPI.

Community Impact

This request has the potential to impact the transportation system of the Town by changing the timing of Tipple Pkwy improvements to a later phase of the project.

**FIRST AMENDMENT TO THE
PROSEPERITY SUBDIVISION
MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS**

THIS FIRST AMENDMENT to the Prosperity Subdivision Memorandum of Agreement for Public Improvements (“First Amendment”) is made and entered into this _____ day of _____, 2024 by and between the Town of Frederick, a Colorado statutory town, whose address is P.O. Box 435, Frederick, Colorado (“Town”) and Jablonski Family LLLP, a Colorado limited liability limited partnership, whose address is 635 Davis Drive, Frederick, CO 80530 (“Developer”).

WHEREAS, the parties entered into a Memorandum of Agreement for Public Improvements (“MOAPI”) dated January 25, 2022 and recorded January 31, 2022 at the Weld County Clerk and Recorder’s Office at Reception No. 4798604; and

WHEREAS, the water dedication requirements found in the Town’s Municipal Code have been revised (Code § 13-2-205, effective through Ordinance 1387, August 2023); and

WHEREAS, the parties bound by and responsible for implementation of the terms of the MOAPI wish to utilize the new Code provisions for water dedication in place of those set out in the MOAPI; and

WHEREAS, the Developer wishes to allow for utilization of the new water dedication requirements; and

WHEREAS, the Town supports the ability to choose to dedicate water either under previous Town Code and/or existing MOAPI requirements, or the new provisions set out in Town Code § 13-2-205.

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

1. Section 4.1 of the MOAPI shall be amended to read:

(a) The Developer is proceeding under § 13-2-205 of the Town Municipal Code, as codified by Ordinance 1387 in August 2023. Developer shall transfer to the Town units of Colorado Big Thompson water for each residential lot included in each phase, prior to issuance of the first building permit in each such phase, as set out in this First Amendment and Exhibit A.

(b) The TOWN may require the dedication of irrigation water rights that are to be used in the irrigation of park and open space. The DEVELOPER shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not not-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.

(c) The TOWN and the DEVELOPER agree that the water rights dedications are directly related to and generated by development intended to occur within the SUBDIVISION and that no taking thereby will occur requiring any compensation.

(d) Staff has completed a Water Demand Analysis per § 13-2-205 of the Municipal Code at the request of the Developer. The water dedication requirement for the project is 111 units Colorado Big Thompson water for the interior water usage and landscaping, excluding additional Colorado Big Thompson water required for irrigation of native grass for establishment, per the analysis contained within Exhibit F. The water dedicated to the Town for the irrigation of native grass can be credited towards the dedication requirement after the native grass within a phase is established as determined by Town staff. If the actual water use of the development exceeds the Water Demand Analysis additional water shall be provided to the Town as defined in § 13-2-235 of the Municipal Code.

2. "Exhibit F" of the MOAPI, Special Provisions, Section 5, "Town Participation" shall be amended as follows:

The TOWN's portion of the costs to construct the deceleration right turn auxiliary lane on southbound Ridgeway Boulevard at HW52 is estimated to be approximately \$201,137.41 as of the date of this First Amendment.

The TOWN's portion of the costs to construct the deceleration left turn auxiliary lane on southbound Ridgeway Boulevard is estimated to be approximately \$54,915.39 as of the date of this First Amendment.

Notwithstanding the foregoing cost estimates, it is agreed that Developer shall submit to the Town updated cost estimates for the Town's review, at the time of permitting and prior to construction of the Ridgeway Boulevard improvements. At that time, the parties shall in good faith determine the amount of the Town's Participation, based on such updated cost estimates, subject to appropriation.

5. Pursuant to Article 5 of the TOWN's Land Use Code and Article 68 of Title 24, C.R.S. as amended, this Development's vested property right extends for three (3) years from the date of approval of this First Amendment.

6. Except as specifically amended hereby, Town and Developer agree that the MOAPI continues uninterrupted, shall remain in full force and effect, and shall be binding upon the parties hereto. In the event of any conflict between the MOAPI and this First Amendment, the terms of this First Amendment shall prevail.

7. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 25-R-06**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,
APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF
AGREEMENT FOR PUBLIC IMPROVEMENTS FOR THE
PROSPERITY SUBDIVISION**

WHEREAS, the parties entered into a Memorandum of Agreement for Public Improvements ("MOAPI") on January 25, 2022, recorded at the Weld County Clerk and Recorder's Office at Reception No. 4798604; and

WHEREAS, an amendment to the MOAPI is needed to reflect the updated water dedication requirement; and

WHEREAS, an amendment to the MOAPI is needed to reflect the ability to update costs of public improvements at the time of project permitting.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
FREDERICK, COLORADO, AS FOLLOWS:**

Section 1. The First Amendment to the Memorandum of Agreement for Public Improvements for the Prosperity Subdivision attached hereto as Exhibit A is approved. The mayor is hereby authorized to execute the agreement.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND SIGNED _____ DAY OF _____ 2025.

ATTEST:

TOWN OF FREDERICK

By _____

By _____

Tricia David, Town Clerk

Tracie Crites, Mayor