



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, October 24, 2023

7:00 PM

Livestreaming of the Board of Trustees regular meetings have been transitioned to the Town of Frederick website. Work Sessions are not livestreamed. The livestream for the regular meeting can be accessed at www.frederickco.gov/civicmedia

Public Comment will only be taken in person unless an accommodation is requested through the Town Clerk's Office. If you require an accommodation or have questions about making public comment please contact the Town Clerk's Office:

Kelly Green, Deputy Town Clerk
kgreen@frederickco.gov
720-382-5500

Or

Emily Nitcher, Assistant Town Clerk
enitcher@frederickco.gov
720-382-5500

Built on What Matters.



Town of Frederick Board of Trustees Agenda

Frederick Town Hall
Board Chambers
401 Locust Street
Tuesday, October 24, 2023

6:30 P.M.

Work Session

7:00 P.M.

Regular Meeting

Call to Order – Roll Call:

Pledge of Allegiance:

Approval of Agenda:

Special Presentations:

Public Comment: This portion of the agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. 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:

- A. Administrative Report – Bryan Ostler, Town Manager

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.

- B. List of Bills – Kurtis Adams, Finance Director
- C. Youth Commission Appointment – Anthony Bixby, Accountant II / Payroll Administrator

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Action Agenda:

- D. Ordinance No. 1389 an ordinance of the Town of Frederick, Colorado, amending article 9, Oil and Gas Drilling and Production, Town of Frederick Land Use Code, sections 9.1, 9.2, 9.3, 9.4, and 9.14 to create greater oversight of oil and gas drilling and production within the town in accordance with the authorizations provided in Senate Bill 19-181, providing for repealer, providing for effective date. – Audem Gonzales, Senior Planner
- E. Resolution 23-R-42 a resolution approving 2023 Grant Submissions. – Traci Garcia Castells, Grant Administrator
- F. Resolution 23-R-43 a resolution authorizing the Mayor to execute the professional services agreement between the Town of Frederick and Dunakilly Management Group, Corp. – Alan Isaac, Facilities Manager
- G. Resolution 23-R44 a resolution of the Town of Frederick, Colorado approving addendum to agreement between Frederick and Central Weld County Water District concerning domestic potable water service. – Sarah Watson, Civil Engineer
- H. Resolution 23-R-45 a resolution of the Board of Trustees of the Town of Frederick re-establishing the Parks, Recreation, Open Space and Trails Advisory Commission and approving bylaws governing the operations of the commission. – Colby Johnson, Parks, and Open Space Director
- I. Resolution 23-R-46 a resolution of the Town of Frederick in support of 2023 Ballot Measure 2C -Inclusion of Parks, Trails, and Related Amenities in Existing Open Space Tax Expenditures. – Jason Meyers, Town Attorney

Mayor and Trustee Reports:

Adjournment:



Town of Frederick Memorandum

TO: Honorable Mayor and Board of Trustees

FROM: Bryan Ostler, Town Manager

DATE: October 13, 2023

CC: Town Staff
Local Media

RE: Departmental Report

Upcoming Board of Trustees Work Sessions:

If there are topics the Board would like to schedule for discussion, please submit them to me. The following topics are scheduled for upcoming meetings, though the topics are subject to be changed or rescheduled:

- October 17, 2023 – Special Meeting
- October 21, 2023 – Tiny Terror Town
- October 24, 2023 – Regular Meeting
- November 7, 2023 – Work Session
- November 14, 2023 – Regular Meeting
- November 21, 2023 – Study Session Canceled-Thanksgiving week.
- November 28, 2023 – Regular Meeting
- December 2, 2023 – Festival of Lights
- December 5, 2023 – Study Session Evaluations Town Manager
- December 12, 2023 – Regular Meeting
- December 19, 2023 – Canceled
- December 26, 2023 – Canceled

Communications and Engagement:



Dynamic, Inclusive & Connected Community

- Monthly Newsletter electronic and mailer.
- Weekly Flash features four articles weekly.

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- Town Event Preparation.
 - Recruitment and Sponsors as of 10/9/2023.
 - Sponsor commitments totaling \$ 80,300.
 - 121 market vendor applications.
 - 4 entries for Tiny Terror Town Big Beast Bazaar.
 - 3 entries for Festival of Lights Parade.
 - Planning and prep for Tiny Terror Town on Sat., Oct. 21.
 - Coordination with the Carbon Valley Help Center, Frederick High School, and Rocky Mountain Christian Church for annual Thanksgiving Dinner In A Box program.
 - Volunteer recruitment Landfill Voucher Program.
 - 347 vouchers as of Oct 10 – still in progress.
 - Volunteer recruitment for FRA Refresh Day on Sat., Oct 14.
 - 15 volunteers as of Oct 9.
 - Communications & Engagement Intern completed. Congratulations Sidney.
- Community Partnerships
 - Collaboration with Waste Connections and in house on alley to curbside modification.
 - Town Calendar prep.
 - Four-hour PIO functional exercise with CVEMA and regional partners.
- Website Updates
 - Agilent expansion website update.
 - FPD Awards webpage.
 - Telephone Town Hall Q & A recap webpage.
 - Begin website redesign.
- Town App
 - Monthly and Quarterly Analytics Report.
 - Total Downloads as of September 30 - 794 devices.
 - Total number of issues resolved as of September 30 – 279.
- Interdepartmental Collaboration
 - Departmental project support.
 - Road work updates.
 - IT meeting with new IT team member.
 - Risk Management meet: ADA accessibility compliance.
 - Continue work/training on Strategic Plan dashboard.
 - Community Parks Master Planning comms.
 - Board Meeting - Attendance at Board meetings to ensure Town communications align with Board's vision and work in progress.
 - Attend BOT mini retreat in Board Chambers.



Effective, Efficient & Strategic Government Operations

- Election Nov. 7 communications prep.
- Telephone Town Hall was held on Oct. 3. Participation is as follows:
 - Total Outbound Calls 1,185.
 - Accepted Calls - 110 Call recipients stayed on to join the live TTH.
 - Declined Calls - 89 Call recipients hung up instead of staying on to join the live TTH.
 - Answering Machines 479.
 - No answer 507.
 - 42 opt in via text.
 - 29 registrations on website.



Community and Economic Vitality

- Hirsch Precision ribbon cutting ceremony PR.



Safe and Secure

- Attend PD Swearing in ceremony.
- PD Annual Report - edit and design.
- Attend Santa Cops golf tournament PR.
- Plan and attend Coffee with a Cop PR.

Police Department:



Safe and Secure

- Awards Ceremony
 - Family and friends were invited to the PD's annual awards ceremony on September 27th. This is a special occasion where we take time to honor those employees who demonstrated excellence in the performance of their job duties. The year's top awards include Medal of Valor honorees Sgt. Colt Jones and Officer Matt Myers as well as Officer of the Year winner Officer Esther Collins. Many others also received awards including Chief's Commendations, Police Service Awards, and Medals of Distinguished Service for various high-profile incidents throughout the year. It was standing room only for this wonderful occasion highlighting the outstanding efforts of the department in service to the Frederick community.
- Santa Cops Golf Tournament
 - On October 8th, Frederick PD teamed up with Dacono and Firestone PDs to host the annual Carbon Valley Santa Cops Charity Golf Tournament. This annual event kicks off the fast and furious fundraising season for the 3 towns and brought in roughly \$9,000 through business sponsorships, raffle tickets, team registrations, and various day-of games and contests. Interstate Ford even provided an electric Mustang for a hole-in-one contest! The PD team of Chief Todd Norris, Sgt. Matt James, Sgt. Jared Bakes, and Town Manager Bryan Ostler put up a good fight but ultimately lost out to a Firestone PD team. The winners' names are being engraved on a brand-new travelling trophy to be housed at their department for the year. Revenge will be ours in 2024!

Parks and Open Space:



Community and Economic Vitality

- Staff have entered into a contract with RICK Engineering to assist with the development of a site plan for the future of Crist Park, which will include considerable community engagement. We held out Project Kickoff on October 9th. We project our first round of community engagement to occur alongside the Downtown/Comp Plan's third round of engagement.
- The Community Parks Master Plan is in its second round of community engagement, as we work to finalize initial concepts for Frederick Recreation Area. Staff attended the Santa Cops Tournament at Bella Rosa and will attend Tiny Terror Town & Festival of Lights to continue taking input. We have also finished approximately 95% of the background and analysis, with only a minor utility locate and one water quality test remaining.
- Bella Rosa staff hosted the annual Santa Cops Fundraising Tournament in partnership with Frederick, Firestone & Dacono Police Departments on October 7th with 76 participants. Each Carbon Valley police department had staff to volunteer with registration, raffle ticket sales, mulligan sales and various hole contests. Bella Rosa staff will present the checks at Firestone, Frederick and Dacono board meetings.
- Bella Rosa will be hosting the Closing Day Scramble on Saturday, October 21st. This is the final course sponsored event for the 2023 golf season.



Strategic, Reliable and Sustainable Infrastructure

- Parks and Golf staff are approaching the end of the growing season. Irrigation winterization is scheduled for early to mid-November. Maintenance teams are continuing to mow, grow-in seeded areas and will start leaf cleanup soon.
- Parks staff will be launching the Cartegraph module for parks and recreation in late October.
- Parks staff are working with Evergreen Development and Galloway Engineering on designs and construction plans for new median work relating to the existing Colorado Boulevard landscaping and new King Soopers ROW landscaping.
- Parks staff completed upgrades to the electrical systems at Crist Park to better accommodate special events and Festival of Lights.

Public Works:



Effective, Efficient & Strategic Government Operations

- Facilities
 - Closed 9 work orders.
 - 5 Tasks.
 - 4 Calls for Repair.
 - PD Remodel in final stages: expected completion including move in by end of the month or October.
 - Beginning HVAC filter changes and condenser coil cleaning in all facilities.
 - HVAC contractor performing annual inspection/maintenance on PD, Engineering, Administration, Bella Rosa RTU's.

- Preparation for snow season, equipment staging, etc. Checking supplies.
- Fleet Department
 - Final interviews for Fleet Manager completed, selected a candidate waiting on final paperwork to be completed.
 - 3 unscheduled repairs completed for Public Works.
 - 1 scheduled repair completed for Public Works.
 - 3 scheduled repairs for PD completed.



Strategic, Reliable and Sustainable Infrastructure

- Streets and Storm Water
 - Public Works team attended at least one day of snow and ice conference in Loveland.
 - Street sweeping continues through No Name, Johnson Farm, Fox Run, Moore Farm, Wyndham Hills, Morningside, Wildflower, and Rinn Valley.
 - Repainted downtown curb markings that indicate no parking due to fire hydrant and approaches to stop signs, etc.
 - Completing final cuts in storm water areas and roadsides clean up.
 - Maintenance on CR 5 with assistance from Frederick Firestone Fire with water truck – Full grading and dust control treatment is scheduled for the week of October 23rd on CR 5, CR 16.5, and CR 20.5 (all weather dependent)
 - Assisting water department on water service line leaks at 150 Elm St. and 214 7th St. removing old plastic lines and replacing with copper from meter pit to saddle at main.
 - Teams are assisting Fleet department getting snowplows prepped and ready to roll for the winter season.
 - Barricades and cones delivered and picked up for block party.
 - Hauling off and clean up excess debris behind PW shop to dump site in Ft. Lupton.
- Water Department
 - 52 locates completed.
 - Conducted 9 final reads.
 - 17 shut offs completed for non-payment.
 - Conducted a static pressure test at the 3rd phase of Hidden Creek.
 - Conducted High Chlorine, Low Chlorine, and Bac t sample (3rd phase of Hidden Creek).
 - 5 new meter installs at Hidden Creek.
 - 11 old meters and MXUs replaced with new.
 - 150 Elm St. and 214 7th St. replace old plastic service lines with ¾ k copper lines.
 - 5 meters replaced in Eagle Valley and Fox Run that were stuck and no longer reading correctly.
 - Checked residents' concerns at 8 locations for possible leaks.
 - 8420 Brandywine fire hydrant checked for resident concerns about exposed wires.

Town of Frederick - List of Bills
August 25, 2023 - September 28, 2023

1800DRYCLEAN NORTH METRO DENVER	Uniform cleaning services	318.35
4 RIVERS EQUIPMENT LLC	Vehicle maintenance	22.60
A G WASSENAAR INC	Pavement study	3,000.00
AAA PEST PROS LLC	Pest control	210.00
ACE HARDWARE OF FIRESTONE	Supplies	950.48
ACUSHNET COMPANY	Golf shop merchandise	631.64
ADAM MARCOVICH	Dirt hauls	1,450.00
ADAMSON POLICE PRODUCTS	Police uniforms & equipment	4,611.38
AGFINITY	Fuel tank rental & fuel	40,132.47
AH ARCHITECTURE PC	Milavec Lake Pump - CIP	10,206.90
AIRBOUND INC	Event inflatables	5,413.00
AMANDA DEBORD	Building Permit Contract services	4,025.00
AMERICAN ARBORIST SERVICE	Tree trimming	4,500.00
AMERICAN EAGLE DISTRIBUTING	Beverage order for restaurant	460.87
AMERICAN WATER WORKS ASSOCIATION	Membership dues	233.00
ANCHOR ROOFING LLC	Building Permit fee refund	980.85
ARIK JORDAN CORY MCGATHEY	3rd Place Miners Day Burro Race Winner	300.00
ASHLEY DUFOUR	Restitution payment	799.99
AXON ENTERPRISE INC	Basic Software License fee	244.40
BATTERIES PLUS	Parts for equipment repair	88.85
BCCONSULTING INC	Miners Day burro race chip fee	150.00
BETTER BUSINESS CLEANING	Monthly cleaning service	6,356.00
BK TIRE, INC.	Tire replacement and disposal	869.92
BLACK HILLS ENERGY	Natural gas utility	601.23
BLACKFOX CMGC	Hydrant meter deposit refund	1,561.15
BLAIR A SMITH	Oldest Miners Day Burro Race Winner	50.00
BOBCAT OF THE ROCKIES	Stormwater Flail mower & supplies	12,124.98
BREAKTHRU BEVERAGE COLORADO	Beverage order for restaurant	276.96
BRIGHAM YOUNG UNIVERSITY	2023 Scholarship	2,000.00
BUILDING WARRIORS INC	Counseling services	200.00
CAPITAL BUSINESS SYSTEMS INC	Town copier lease program	1,976.42
CARBON VALLEY CHAMBER OF COMM.	Sponsorship	1,000.00
CARD SERVICES	Travel, training and supplies	3,778.88
CENTRAL WELD COUNTY WATER DIST	Water purchased	494,753.99
CENTRAL WELD CTY WATER DIST	Plant Investment Fee reimbursement - Sept 2022 - Aug 2023	1,712,000.00
CENTURA HEALTH	Blood tests	71.31
CERUS FITNESS	IMPACT Grant Award	10,000.00
CERVANTES CONCRETE	Concrete work	8,500.00
CINTAS CORPORATION	PW mat service & uniforms	678.49
CITY AND COUNTY OF DENVER	Black Belt Training	10,000.00
CNC TECHNICAL SERVICES LLC	Service call	770.00
COALRIDGE ANIMAL HOSPITAL	K-9 boarding	91.80
CODE PUBLISHING INC	Land Use & Municipal Code - Web update	3,705.50
COLORADO BARRICADE CO	Signs	759.23
COLORADO DEPARTMENT OF AGRICULTURE	Laser speed units	160.00
COLORADO MATERIALS INC	Golf course supplies	647.50
COLORADO STATE UNIVERSITY	2023 Scholarships	4,000.00
COMCAST CABLE	Monthly internet, tv and phone service	1,179.72
COMCAST PHONE	Town wide internet service	2,655.00
COMMUNITY COUNSELOR INC	Counseling services	250.00
CORKAT DATA SOLUTIONS LLC	Monthly IT support, software licensing and equipment	42,947.47
CORNELL COLLEGE	2023 Scholarship	2,000.00
COSTAR REALTY INFORMATION INC	Monthly subscription	1,180.00
DADCO CONSULTING SERVICES INC	Task completion 3 - 6	24,750.00
DANA KEPNER CO	Water meters and supplies	17,676.00
DBC IRRIGATION SUPPLY	Irrigation repair	374.11
DESIGN CONCEPTS CLA INC	Community Parks Master Plan - FRA & Centennial	19,497.41

Town of Frederick - List of Bills
August 25, 2023 - September 28, 2023

DOUGLAS PROCTOR	Miners Day sluicing	1,000.00
E & G TERMINAL INC	Supplies	236.44
EASY PICKER GOLF PRODUCTS INC	Driving range supplies	244.44
ECLIPSE TINTING AND GRAPHICS	Vehicle graphics	16.10
ELEMENT WATER CONSULTING INC	Water Engineering Services	13,287.50
ELEVATED PUBLIC SAFETY	Town vehicles safety system install & supplies	8,961.18
ELITE HAIL SYSTEMS	2021 Ford F350 hail damage repairs	14,609.55
ENTENMANN-ROVIN CO	Police badge	145.75
ENTERPRISE FM TRUST	Vehicle lease program	70,762.80
FACTORY MOTOR PARTS CO	Vehicle supplies	621.37
FERGUSON ENTERPRISES LLC	Water supplies	553.70
FHS MUSIC FOUNDATION	Miners Day Best Parade Performance	200.00
FIRESTONE FREE THINKERS 4-H CLUB	Miners Day 1st Place Parade Winner	500.00
FLATIRONS MARKETING & PRINTING SERVICES	Envelope printing	653.28
FLEXX PRODUCTIONS LLC	Miners Day event rentals	3,571.75
FORSGREN ASSOCIATES INC	Potable & Non-Potable Water Infrastructure MP	64,966.16
FRONTIER PRECISION INC	Trimble magnet for equipment	63.00
G & G EQUIPMENT INC	Vehicle maintenance	134.50
GENERAL AIR	Shop supplies	21.82
GEORGIA BOYS SMOKEHOUSE	Community Tour & Talk catering	1,389.27
GREEN MILL SPORTMAN'S CLUB	Range use	600.00
HAIL PRO COLLISION LLC	2013 Ford F-450 hail damage repairs	4,749.75
HASTINGS COLLEGE	2023 Scholarship	2,000.00
HELENA AGRI ENTERPRISES LLC	Chemical supplies	8,141.45
HIGH COUNTRY BEVERAGE	Beverage order for restaurant & Miners Day	4,026.00
HOLCIM WCR INC	2023 Pavement Maintenance Program	299,500.99
HORNER ROOFING & SIDING LLC	Building Permit fee refund	690.50
HUSKY SIGNS & GRAPHICS INC	Vehicle graphics	522.50
IMAGEFIRST HOSPITALITY	Linen service for restaurant	609.32
INFOSEND INC	UB statements and newsletters	7,807.05
INTERSTATE FORD	Supplies	195.00
ITERIS INC	Traffic Signal supplies & maintenance	7,081.25
JAMES ROMERO	CDL Physical Reimbursement	75.00
JANE T FELDMAN	Board Ethics Consultation	2,712.48
JOHN ZACK	4th Place Miners Day Burro Race Winner	200.00
JOSEPH ELLIOTT USA LLC	Promotional towels for giveaways	997.14
JOSEPH SCOTT POLONSKY	1st Place Miners Day Burro Race Winner	500.00
JUAN HERRERA	Restitution payment	200.00
JUB ENGINEERS INC	Silver Birch & Bella Rosa Intersection Project	11,303.29
KANSAS GOLF AND TURF INC	Parts for equipment repair	685.49
KENT VANDYNE	Conference reimbursement & training	168.59
KINSCO LLC	Police uniforms	82.00
KNIGHTS OF COLUMBUS 3190 ST CASMIR ASSEMBLY	Miners Day 2nd Place Parade Winner	300.00
KP & ASSOCIATES	Retail Consulting Services	4,800.00
KYLE A RICHARDS	Tricastor operations - BOT	150.00
LANGUAGE LINE SERVICES	Interpreting services - Ballot language	75.00
LONGMONT HUMANE SOCIETY	Animal impound fees	1,052.25
LORI TREJO	Reimbursement for flowers	136.12
LUMIN8 TRANSPORTATION TECHNOLOGIES LLC	Traffic signal maintenance	236.25
LUXOTTICA USA LLC	Golf shop merchandise	87.30
MASEK GOLF CAR COMPANY	Rental carts & golf cart fleet lease	4,826.75
MATCO TOOLS DISTRIBUTOR	Shop tools	379.50
MATTHEW BENDER & CO INC	CO statutes code 23	118.96
MCGEE COMPANY	Shop lift inspection	958.65
MILE HIGH GOLF CARS	Miners Day golf cart rental & parts for repairs	545.33
MIRROR IMAGE BREWING COMPANY	Beverage order for restaurant & event beer garden	1,180.00
MOSES WITTEMYER HARRISON & WOODRUFF PC	Legal services	66,067.10

Town of Frederick - List of Bills
August 25, 2023 - September 28, 2023

MOTOROLA SOLUTIONS INC	Radio accessories	312.21
MOUNTAIN TRUCK & EQUIPMENT	Parts for equipment repair	353.64
NATIONAL BUSINESS FURNITURE LLC	Office furniture for PD offices	4,740.78
NATIONAL OUTDOOR FURNITURE INC	Capital shelter improvements	14,288.00
NO NAME CREEK LLC	Final payment for MOAPI park fees	3,000.00
NORTHERN CO. WATER CONSERVANCY DISTRICT	2023/2024 Water Year 4137 AFUs	244,187.40
NORTHERN LIGHTS & EXTERIORS	Building Permit fee refund	335.50
NORTHWESTERN COLLEGE	2023 Scholarship	2,000.00
NOVAK COUNSELING SERVICES LLC	Counseling services	380.00
O.J. WATSON COMPANY INC	Vehicle maintenance	2,349.73
OCCUPATIONAL HEALTH CENTERS	Pre-Employment screening	574.00
OPENGOV INC	Parks and Open Space Domain asset development	29,345.00
PATRICIA COCHRAN	Reimbursement for training expenses	83.13
PAUL C BENEDETTI	Legal Services - FURA	9,300.00
PEEL HANDCRAFTED PIZZA	Event meals and Community Tour & Talk catering	1,922.56
PETERSEN SPECIALTY	TOF specialty stamps	268.40
POLICE AND SHERIFFS PRESS INC	Photo IDs	201.70
PRAIRIE MOUNTAIN MEDIA	Publishing costs	265.10
PREMIUM EVENT STAFFING	Staffing for Miner Day beer garden	8,169.60
PRINT EXPERTS	Landfill handouts and vouchers	768.69
PRO GOLF REPAIR LLC	Lessons and club repairs	3,915.00
RAMEY ENVIRONMENTAL COMPLIANCE	ORC Services Distribution System	108.00
RED DOG RADIOS LLC	Radio licensing & repeater system	9,016.03
REDI SERVICES LLC	Porta john service	2,645.00
REIF & HUNSAKER PC	Legal services	3,416.00
RESOURCE CENTRAL	Slow the Flow Program	525.00
RICHMOND AMERICAN HOMES	Building Permit fee refund	37,735.00
RICK ENGINEERING COMPANY - COLORADO	Frederick Comprehensive Plan	16,841.95
RINGCENTRAL INC	New phone line for employee	19.33
ROCKY MOUNTAIN AWARD & TROPHY	Miners Day parade and burro race awards	328.75
ROCKY MOUNTAIN CHRISTIAN CHURCH	Shine Prom Donation	3,000.00
ROLAND BRODEUR	2nd Place Miners Day Burro Race Winner	400.00
SAFEBUILT COLORADO LLC	Building Inspection Services	17,220.00
SAFEWAY	Gift cards and supplies	925.59
SAM'S CLUB / GEGRB	Supplies	496.71
SCORR SOLUTIONS	Rectifier readings and review data	101.88
SHILOAH HOWARD LICENSED ACUPUNCTURIST	IMPACT Grant Award	10,000.00
SHRED VAULT COLORADO LLC	Document shredding	155.00
SI PRODUCTS LLC	Staff uniform	106.56
SIERRA FEDDER	Travel reimbursement	37.75
SIGNARAMA	Community Tour & Talk event & Miners Day signage	1,234.00
SIMPLE ROOFING & EXTERIORS	Building Permit fee refund	214.60
SMITH ENVIRONMENTAL & ENGINEERING	Frederick GW Impacts Study	4,519.05
SOUTHPAW ELECTRIC	Electrical repairs	6,591.94
SPORT & FITNESS INC	Fitness equipment maintenance	200.00
SPOT ON SOUND PRODUCTIONS	Miners Day bands, sound and stage	9,625.00
SRIXON CLEVELAND GOLF XXIO	Golf shop merchandise	935.62
ST VRAIN VALLEY SCHOOL DISTRICT	GBN - Frederick Youth Commission Sponsorship	500.00
STAPLES ADVANTAGE	Office supplies	586.48
STEVE JOHNSON	CDL Physical reimbursement	75.00
STEVEN WALJE	Police Equipment Loan Program	2,000.00
SWIRE COCA-COLA USA	Beverage supplies for restaurant	1,067.54
SYSO DENVER	Restaurant supplies	788.91
TELOS ONLINE INC	Back-up link	75.00
THE SHERWIN-WILLIAMS CO	Street supplies	1,126.42
TIMOTHY RYAN ATKINSON	Miners Day photography	100.00
TLO LLC	Investigation fees	220.80

Town of Frederick - List of Bills
August 25, 2023 - September 28, 2023

TOWN OF FREDERICK	Miners Day beer garden	300.00
TRANSWEST TRUCK	Supplies	10.40
TREVOR MCCOURT	Police Equipment Loan Program	2,000.00
TRT CONSTRUCTION	PD Remodel- framing invoice	6,500.00
TRUEPOINT SOLUTIONS LLC	System Configuration and Project Management	2,491.11
TYLER TECHNOLOGIES	Court case management conversion/Municipal Justice	8,620.00
UME CUSTOM EMBROIDERY & IMPRINTING LLC	Miners Day and burro race shirts	2,900.14
UNITED POWER	Electric utility	12,392.81
UNIVERSITY AUTO PARTS INC	Parts for equipment repair	487.93
UNIVERSITY OF DENVER	2023 Scholarship	2,000.00
UNIVERSITY OF IOWA	2023 Scholarship	2,000.00
UNIVERSITY OF NEBRASKA-LINCOLN	2023 Scholarship	2,000.00
UNIVERSITY OF WYOMING	2023 Scholarship	4,000.00
US KIDS GOLF LLC	Junior golf supplies	365.77
UTILITY NOTIFICATION CENTER OF COLORADO	Water locates	472.14
VECTOR DISEASE CONTROL INTERNATIONAL LLC	Mosquito control	8,917.50
VERIZON WIRELESS	Cell phones and wireless services	11,140.65
VIA MOBILITY SERVICES	Transportation	5,520.00
WASHINGTON STATE UNIVERSITY	2023 Scholarship	2,000.00
WASTE CONNECTIONS OF COLO INC	Monthly trash & recycle service	614.70
WEAR PARTS & EQUIPMENT CO INC	Plow blade replacement parts	2,514.56
WELD COUNTY CLERK & RECORDER	Recording	500.00
WELD COUNTY DEPARTMENT OF PUBLIC	Temp event plan review fee - Miners Day	45.00
WELD COUNTY SHERIFF	Inmate detention fee	37.83
WEX BANK	Fleet fuel	3,385.30
WILLDAN FINANCIAL SERVICES	Water Rate Study	2,220.00
ZACKERY ROBERSON	Conference reimbursement & training materials	2,534.28
	Total:	<u>3,629,541.94</u>



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

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

Consideration of Amendments to Article 9 within the Frederick Land Use Code

Agenda Date: Town Board Meeting - October 24, 2023

Attachments:

- a. Ordinance No. 1389
- b. Planning Commission Minutes
- c. PCR-23-06C

Finance Review: _____
Administrative Services

Submitted by: Ali van Deutekom
Planning Manager

Approved for Presentation: Bryan Ostler
Town Manager

☒ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:



2. Community and Economic Vitality-

2.5 Continue work on updating the Land Use Code

Summary Statement:

In 2022, the Board of Trustees brought on Special Counsel, Matt Sura, to act on the Town's behalf in oil and gas matters. Based on Matt Sura's assessment, these are recommended interim code changes to Article 9.

Built on What Matters.

Detail of Issue/Request:

On April 3, 2019, the Colorado State Senate passed SB 19-181. The Governor signed SB 19-181 into law on April 16, 2019. SB 19-181 amended the Colorado Oil and Gas Conservation Act (COGCA) to change, among other provisions, the Colorado Oil and Gas Conservation Commission's (COGCC) mission from "fostering" the oil and gas industry to "regulating" it to protect public health, safety, welfare, the environment, and wildlife. SB 19-181 also amended the Local Government Land Use Enabling Act to clarify the scope of municipal and county authority land use authority over oil and gas operations within their jurisdictional boundaries.

The Town of Frederick's Land Use Code should be updated to utilize the additional authority over oil and gas development that local governments received from the passage of Senate Bill 19-181. Substantial changes to the Land Use Code are needed but will take considerable time to adopt. These changes are being incorporated into the greater Land Use Code updates being developed by Todd Messenger with input from Matt Sura. In the interim, the proposed changes redlined in the Ordinance (Attachment A) would give the Town some additional authority and could be adopted before the larger comprehensive updates are completed.

Review Criteria:

Section 4.7.9.b. For the purpose of establishing and maintaining sound, stable, and desirable development within the Town, the text of this Code shall not be amended except:

- (1) To correct a manifest error in the text of this Code;
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Code; or
- (4) To further the implementation of the goals and objectives of the Comprehensive Plan.

All four of the review criteria shall be met with the proposed code amendments.

Planning Commission:

The Planning Commission met on September 21, 2023. The Commission voted 3-0 to approve PCR-2023-06C which approved the amendments with the conditions. The conditions are

1. Modify the use of "time to time" and change it to "Periodically."
2. Remove the use of "Oil and Gas" in the definition of "Commission" within Section 9.2.a for continuity.
3. Accept Special Counsel Matt Sura's restructuring of the sentence under 9.5.b to reflect what was proposed in the meeting.

Public Notice: This project was properly noticed according to the requirements found in C.R.S. §24-6-402(2)(c).

Legal Comments:

The Town's Oil and Gas Attorney, Matt Sura, identified the existing issues within Article 9 of the Land Use Code. The Town's Land Use Attorney, Todd Messenger, created the Land Use Code Amendment Ordinance. The Town's Attorney, Jason Meyers, has reviewed all the proposed changes. All legal comments have been addressed.

Alternatives/Options:

Enact:

I move that Ordinance No. _____ be approved.

Amendments:

I move that the following language be (added to / removed from) from Ordinance No. _____.

Decline to Enact:

I move that Ordinance No. _____ not be approved at this time.

Financial Considerations:

Not Applicable.

Staff Recommendation:

Staff recommends enacting the ordinance with revisions made by the Planning Commission

TOWN OF FREDERICK, COLORADO

ORDINANCE NO. 1389

AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING ARTICLE 9, OIL AND GAS DRILLING AND PRODUCTION, TOWN OF FREDERICK LAND USE CODE, SECTIONS 9.1, 9.2, 9.3, 9.4, AND 9.14 TO CREATE GREATER OVERSIGHT OF OIL AND GAS DRILLING AND PRODUCTION WITHIN THE TOWN IN ACCORDANCE WITH THE AUTHORIZATIONS PROVIDED IN SENATE BILL 19-181, PROVIDING FOR REPEALER, PROVIDING FOR EFFECTIVE DATE.

WHEREAS, SB 19-181 expanded the authority of local governments to regulate oil and gas drilling and production; and

WHEREAS, the Board of Trustees desires to exercise its expanded authority to protect the health, safety, and welfare of the residents of the Town; and

WHEREAS, the Town of Frederick Planning Commission considered the amendments set out in this Ordinance at a public hearing on September 21, 2023, considered the amendments, presentations, and public testimony, and thereafter recommended that the Board adopt this Ordinance.

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

Section 1. Sec. 9.1, *Purpose*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text):

These regulations are enacted to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the present and future residents of the Town. ~~It is the Town's intent by enacting these regulations to facilitate the development of oil and gas resources within the Town, while mitigating potential land use conflicts between such development and existing, as well as planned, land uses. It is recognized that, under Colorado law, the surface and mineral estates are separate and distinct interests in land and that one (1) may be severed from the other. Owners of subsurface mineral interests have certain legal rights and privileges, including the right to use that part of the surface estate reasonably required to extract and develop their subsurface mineral interests, subject to compliance with the provisions of these regulations and any applicable statutory and regulatory requirements. The State has a recognized interest in fostering the efficient development, production and utilization of oil and gas resources, and in the prevention of waste and protection of the correlative rights of~~

~~common source owners and producers to a fair and equitable share of production profits. Similarly, owners of the surface estate have certain legal rights and privileges, including the right to have the mineral estate developed in a reasonable manner, and “m~~Municipal” governments have a recognized, traditional authority and responsibility to regulate land use within their jurisdiction. These regulations are intended as an exercise of this land use authority.

Section 2. Sec. 9.2, *Definitions*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text, * * * represents large blocks of text that are unchanged by this amendment):

a. All terms used in this Article that are defined in the Act or in Commission regulations, and not otherwise defined in this Section, are defined as provided in the Act or in such regulations as of the effective date of this Article. All other words used in this Article are given their usual customary and accepted meaning; and all words of a technical nature, or peculiar to the oil and gas industry, shall be given that meaning which is generally accepted in said oil and gas industry. When not clearly otherwise indicated by the context, the following words and phrases used in this Article have the following meanings:

Act means the Oil and Gas Conservation Act of the State.

Commission or ~~ECMCOGCC~~ means the Energy and Carbon Management~~Oil and Gas Conservation~~ Commission of the State.

Day means a period of twenty-four (24) consecutive hours.

Director means the Director of the Energy and Carbon Management~~Oil and Gas Conservation~~ Commission of the State.

* * *

Sidetracking means entering the same well head from the surface, but not necessarily following the same well bore, throughout its subsurface extent when operations deviation from such well bore is necessary to reach the objective depth because of an engineering problem.

Substantial Modification means addition, removal, replacement, or modification of equipment or other changes to a well site or production site that increases the site’s footprint, harmful emissions, traffic, noise, or odor, or could negatively impact public health, safety, welfare, or the environment or wildlife. This includes,

without limitation, redrilling, sidetracking, twinning, or recompleting a well, or change of use to an injection well. Maintenance activities, installation of emission control equipment, and the addition of equipment necessary to fulfill mandated regulatory requirements are not substantial modifications.

Twinning means the drilling of a well within a radius of fifty (50) feet from an existing well bore when the well cannot be drilled to the objective depth or produced because of an engineering problem, such as a collapsed casing or formation damage.

* * *

Section 3. Sec. 9.3, *Requirements and Procedures*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text, underline represents inserted text, * * * represents large blocks of text that are unchanged by this amendment):

a. *Proposed new wells, redrilling certain wells and other specific enhancements.*

1. It shall be unlawful for any person to drill a well that has not been previously permitted under this Article, reactivate a plugged or abandoned well, or ~~perform initial installation of accessory equipment or pumping systems (in cases where a well is not being drilled)~~ make a substantial modification to an existing well site or production site, unless a conditional use permit has first been granted by the Town in accordance with the procedures defined in this Article.
2. The granting of such conditional use permit shall not relieve the operator from otherwise complying with all applicable regulatory requirements of the Town, the State and the United States.
3. When a conditional use permit has been granted for a well, reentry of such well for purposes of ~~sidetracking, twinning, deepening, recompleting or reworking~~ maintenance or repair to return it to production shall not require a separate conditional use permit.
4. The conditional use permit is limited to the current proposed facilities as shown in the approved plan. To the extent the applicant

desires, after initial completion of a well, to place additional equipment on a tank battery or wellhead location which was not shown in the approved plan, the applicant must, except in a situation where additional equipment is necessary for a period of fourteen (14) days or less, apply for and be granted a minor modification prior to thenotify the Town of installation of such additional equipment. In the event the Planning Manager determines that the additional equipment is a substantial modification, the operator must apply for a new conditional use permit.

5. Within thirty (30) days after completion of operations, the applicant shall provide to the Town “as-built” drawings showing all facilities, pipelines, flow lines and gathering lines which the applicant has placed on the land subject to this permit.

* * *

c. Inspection fee.

1. The inspection fee shall be set by resolution of the Town Board ~~four hundred dollars (\$400.00) per well for each year or part of a year during which such well has not been plugged and abandoned.~~ No inspection fee shall be due for any year following the year in which a well is plugged and abandoned, unless a conditional use permit is granted with respect to such well. No inspection fee shall be due for any calendar year in which the fee for an application for conditional use permit, as provided in Subsection (e) below, is paid. Any inspection fee which becomes due and payable after January 1 of each year shall be paid by the operator within thirty (30) days after receipt of an invoice from the Town. An operator contesting the amount of the invoice may, upon payment of the invoice under protest, appeal directly to the Board of Trustees.

* * *

e. *Application fee.* A nonrefundable fee set by resolution of the Town Board ~~of one thousand dollars (\$1,000.00)~~ shall accompany the application.

f. *Specialized Consultants.* In the Planning Manager's discretion, the Town may retain the services of third-party consultants with specialized knowledge that the Town requires to adequately evaluate an application, the costs of which must be paid by the applicant with such payment agreed to in writing at the time of application submittal. Selection of third-party consultants to review portions the proposal will be at the sole discretion of the Town.

Section 4. Sec. 9.4, *Application Elements*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text, underline represents inserted text, * * * represents large blocks of text that are unchanged by this amendment):

An application for a conditional use permit pursuant to this Article shall be filed with the Town Clerk and shall include the following information:

1. *Application requirements, site plan.* The site plans for a well site submitted with an application for a use by conditional review shall be submitted on one (1) or more plats or maps, at a scale not less than one (1) inch to fifty (50) feet, showing the following information:

* * *

i. Well site or production site and existing lease boundaries.

j. The names of abutting subdivisions or the names of owners of abutting, unplatted property within two thousand (2,000) ~~four hundred (400)~~ feet of the well site or production site.

k. The name and address of the operator and the name of the person preparing the site plan or map.

l. List of operator's spills or releases within the Town limits over the past three (3) years and the remediation status of those spills or releases.

m. List of ECMC or Colorado Department of Public Health and Environment notices of alleged violations issued to operator over the past three (3) years for activities within the Town limits and the status of those alleged violations.

2. *Application requirements, vicinity maps.* The vicinity maps for a well site or production site submitted with an application for a use permitted by conditional review shall be submitted on one (1) or more plats or maps showing the following information:

- a. Location of all existing water bodies and watercourses, including direction of water flow. This information shall be submitted on USGS 7.5 minute series or assessor base maps which indicate topographic detail and show all existing water bodies and watercourses with a physically defined channel within a four-hundred-foot radius of the proposed well.
- b. Location of existing oil and gas wells as reflected in ~~OGCEECMC~~ records. This information shall be submitted on a map and shall include any and all wells within a one-thousand-foot radius of the proposed location for the well.
- c. Location of drill site. The information to be submitted shall be ~~Commission~~ECMC Form 2 and shall include the Parcel Tax Identification Number.

3. *Application requirement narrative.* In addition to the site plans and the vicinity maps required in Subsection (1) and (2) above, the application shall include the following:

- a. The operator's and surface owner's names and addresses, and copies of any required ~~OGCEECMC~~ Form 2 A plans (once Form 2A is deemed complete) and designation of agent, if applicable.
- b. An operating plan.
- c. A list of all permits or approvals obtained or yet to be obtained from local, state or federal agencies other than ~~OGCEECMC~~.

* * *

- g. Sanitary facilities must comply with Section 602(g) of the ~~OGCEECMC~~ regulations.

Section 5. Sec. 9.5. *Review Criteria*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text):

a. The Board of Trustees shall approve an application for a use permitted by conditional review for a well site if the application submitted by the applicant conforms to the following requirements:

1. The site plans for a well site application comply with the requirements of Section 9.4(1) above.
2. The vicinity maps for a well site application comply with the requirements of Section 9.4(2) above.
3. The narrative for a well site application complies with the requirements of Section 9.4(3) above.
4. When applicable, compliance with the provisions for geologic hazards, floodplains or floodway required in Section 9.10 of this Article.
5. When applicable, compliance with the provisions for wildlife mitigation procedures required in Section 9.12 of this Article.
6. There are no outstanding violations of ECMC rules or Town of Frederick code provisions at any well site or production site owned or operated by the applicant within the Town limits.
7. The proposal will, to the extent necessary and reasonable, avoid adverse impacts on public health, safety, welfare, and the environment, including wildlife resources, or will adequately minimize and mitigate potential adverse impacts.

b. The Board of Trustees' decision shall be based upon evidence presented in the application and at a public hearing. Following the conclusion of the public hearing, the Board of Trustees may proceed to render its provisional decision orally on the application, or it may take the matter under advisement until an announced date certain not to exceed fourteen (14) days, at which time it shall orally render its decision. In the event that an application is granted with conditions, the applicant may, within fourteen (14) days of the Board's decision, request a rehearing to demonstrate that removal or modification of one (1) or more of the conditions is necessary to prevent ~~the decision from being waste or protect owners of correlative rights in a common source to a fair share of production profits, or that the decision is otherwise~~ inconsistent with state laws and regulations. Following the Board of Trustees' oral announcement of its decision and any subsequent rehearing, a written resolution shall be adopted as its final action or decision on the application. This written resolution shall set forth the findings of the Board of Trustees. The Town Attorney shall prepare the written resolution for the Board of Trustees' consideration within fourteen (14) days of the oral decision or any

subsequent rehearing. Such written resolution shall be adopted within twenty-one (21) days of the announcement of the Board of Trustees' oral decision, unless the applicant requests rehearing, in which case the written resolution shall be adopted within thirty (30) days of the oral decision. For the purposes of judicial review, the Board of Trustees' final action or decision on an application shall be deemed to have been made as of the date upon which the Board of Trustees executes the written resolution, which shall constitute the final decision of the Board of Trustees.

Section 6. Sec. 9.14, *Violation and Enforcement*, Town of Frederick Land Use Code, is hereby amended as follows (strikeout represents deleted text, * * * represents large blocks of text that are unchanged by this amendment):

* * *

e. *Prospective application.* Unless specifically provided otherwise, this Article shall apply only to wells which are drilled or substantially modified in the Town on and after the date that this Article is adopted. ~~The reentering of a well in existence prior to the date of adoption of this Article for purposes of deepening, reCompleting or reworking shall not require approval of a use permitted by conditional review.~~

* * *

Section 7. Effective Date.

This Ordinance shall become effective 30 days after publication as provided in C.R.S. § 31-16-105.

Section 8. Repealer.

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

Section 9. Certification.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

ATTEST:

TOWN OF FREDERICK

By

Kelly Green, Deputy Town Clerk

By

Tracie Crites, Mayor



401 Locust Street • P.O. Box 435 • Frederick, CO 80530-0435

Phone: (720) 382-5500 • Fax: (720) 382-5520

www.frederickco.gov

MINUTES
TOWN OF FREDERICK
PLANNING COMMISSION
MEETING CONDUCTED IN PERSON AND VIA ZOOM
September 21, 2023
6:00 PM

CALL TO ORDER: At 6:04 p.m., Chairperson Moe called the meeting to order and requested roll call.

ROLL CALL:

- Present: Chairperson Moe, Vice Chair Conroy, Commissioner Sammartino.
- Not present: Commissioner Scott, Commissioner Kelley.
- Staff: Planning Manager Ali van Deutekom, Land Use Attorney Todd Messenger, Special Counsel Matt Sura, and Assistant Town Clerk Emily Nitcher.

APPROVAL OF AGENDA:

APPROVAL OF AUGUST 17, 2023, MINUTES:

Motion by Vice Chair Conroy and seconded by Commissioner Sammartino to approve the August 17, 2023, Minutes.

Upon roll call vote, the motion passed 3 to 0.

PUBLIC MEETING:

CONSIDERATION OF AMENDMENTS TO THE FREDERICK LAND USE CODE ARTICLE 9, OIL AND GAS DRILLING AND PRODUCTION:

Planning Manager Ali van Deutekom and Special Counsel Matt Sura presented the Consideration of Amendments to the Frederick Land Use Code Article 9, Oil and Gas Drilling and Production to the Planning Commission.

Motion by Vice Chair Conroy and seconded by Commissioner Sammartino to approve PCR_2023_06C, which recommends approval of the Land Use Code Amendments with the following conditions: 1. Modify the use of "time to time" and change it to Periodically, 2. Remove the use of "Oil and Gas" in the definition of "Commission" within Section 9.2.a for continuity, 3. Accept Special Counsel Matt Sura's restructuring of the sentence under 9.5.b to reflect what was proposed in the meeting.

Upon roll call vote, the motion passed 3 to 0.

OTHER BUSINESS:

Upcoming Meeting:

Upcoming Regular Meeting Thursday, October 19th, 2023.

Built on What Matters.

There being no further business of the Planning Commission, Chairperson Moe adjourned the meeting at 6:24 p.m.

Approved by the Planning Commission:

Tracy Moe, Chairperson

ATTEST:

Emily Nitcher, Secretary to Planning Commission

**A Resolution of the Planning Commission Recommending Conditional Approval of
Amendments to the Town of Frederick Land Use Code Article 9**

Be it resolved by the Planning Commission of the Town of Frederick, Colorado:

Section 1. The Frederick Planning Commission finds that:

1.3 Amendments to Land Use Code Section 9 to update oil and gas drilling
and production regulations.

1.4 Said amendments generally conform with the applicable requirements of
Section 4.7.9.b. of the Frederick Land Use Code.

Section 2. This resolution constitutes the written report, findings, and decision of the
Town of Frederick Planning Commission.

Section 3. On the basis of the above, the Town of Frederick Planning Commission
recommends approval of the application with the following conditions:

1. Modify the use of “time to time” and change it to Periodically.

2. Remove the use of “Oil and Gas” in the definition of “Commission”
within Section 9.2.a for continuity.

3. Accept Special Counsel Matt Sura’s restructuring of the sentence under
9.5.b to reflect what was proposed in the meeting.

This resolution was approved on the 21st day of September 2023, by a vote
of 3 to 0.



Tracy Moe, Chairman, Planning Commission



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

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

2023 Grant Submissions

Agenda Date: Town Board Meeting – October 24, 2023

Attachments:

- a. 2023 Quarter Grant Submissions presentation
- b. Resolution 23-R-42

Finance Review:

Administrative Services

Submitted by:

Traci Garcia-Castells
Grant Administrator

Approved for Presentation:

Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

Safe & Secure- Residents of Frederick experience safety and peace of mind knowing they live in the safest community.

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.

Summary Statement:

The Town of Frederick Grant Administrator's Office for 2023 submitted various grants (See 2023 Grant Submissions Supporting Document) on behalf of the Frederick Police Department and the Frederick Economic Development department. The submissions support the continued funding of the Carbon Valley & Mead Victim Assistance program, life-saving equipment for the police department, the recruitment of officers, and minor home repairs for Frederick's vulnerable populations.

Built on What Matters.

Legal Comments:

Town Attorney's Office has drafted and reviewed the attached resolution.

Alternatives/Options:

The Frederick Police and Economic Departments will research other funding sources if not awarded the funding from the grant submissions. For the Carbon Valley & Mead Victim Assistance, the Frederick Police Department will seek reimbursement from participating municipalities of Dacano, Firestone, and Mead.

Financial Considerations:

See 2023 Grant Submissions Supporting Documentation. For the COPS Hiring grant, the total of ask is the support for the hiring of three (3) officers for total grant ask for \$375,000 and a local of match of 25% per officer for total match of \$93,750.00.

Staff Recommendation:

The Frederick Grant Administrator's office recommends signing authority for Mayor Crites to approve the 2023 grant awards if funded.

TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-42

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK,
COLORADO, APPROVING 2023 GRANT SUBMISSIONS**

WHEREAS, the Town of Frederick is a community that fosters economic, recreational, cultural, and environmental vitality and builds upon and enhances a variety of economic opportunities; and,

WHEREAS, The Town of Frederick plans for, identifies, leverages, and utilizes resources that reflect exemplary stewardship, which includes seeking grant opportunities to assist in the funding of various Town projects and initiatives; and,

WHEREAS, the Town of Frederick Grant Administrator's Office for 2023 submitted various grants on behalf of the Frederick Police Department and the Frederick Economic Development department; and,

WHEREAS, the submissions support the continued funding of the Carbon Valley & Mead Victim Assistance program, life-saving equipment for the police department, the recruitment of officers, and minor home repairs for Frederick's vulnerable populations; and,

WHEREAS, The Frederick Grant Administrator's office recommends signing authority for Mayor Crites to approve the 2023 grant awards if awarded.

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

Section 1. The Town Board is supportive of procurement of grant funds, including, but not limited to, \$375,000 for the COPS Hiring Grant, and a local match of 25% per officer for total match of \$93,750.00.

Section 2.

Grants Submitted 2023				
Name	Budget	Explanation of Grant	Department	Match
Dept of Criminal Justice-Town of Frederick 2023 Synthetic Opiate Poisoning Investigation Grant Program	\$ 29,047.86	Funding for the True NARC	Police	No
Dept of Criminal Justice-Workforce Retention	\$ 118,479.00	Support for the two (2) recruits to attend the police academy 2024	Police	No
VALE -Victim Assistance	\$ 57,932.00	Salary & Supplies	Police	No
Colorado Dept of Public Safety Victim Assistance	\$ 76,553.00	Salary, Fringe, Subscription Service-Victim Assistance	Police	No
Colorado State Homeland Security Funds	45,095	PPE for Officers	Police	No
CIRSA	\$ 2,675.00	Equipment Training for Officers-Simmunitions	Police	NO
COPS	\$ 375,000.00	Hiring of (3) Officers	Police	Yes, 25% of total budget
Total	\$ 684,686.86			
Special Note-Appropriations	\$ 100,000.00	Minor Home Repair Grant - CDBG	Economic Development	No

Section 3. The Mayor is hereby authorized to execute necessary documents and agreements to effectuate the 2023 Grant Submissions and Awards, if funded, after review by the Town Attorney as applicable.

RESOLUTION APPROVED AND ADOPTED this ____ day of _____, 2023.

TOWN OF FREDERICK, COLORADO

Mayor Tracie Crites

ATTEST:

BY: _____
Kelly Green, Deputy Town Clerk



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

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

Consider Awarding a Contract for Owner's Representation/Construction Management Services for Design/Construction of Public Works Facility at 7400 Eagle Blvd.

Agenda Date: Town Board Meeting – October 24, 2023

Attachments:

- a. Resolution 23-R-43
- b. Professional Services Agreement
- c. Dunakilly Proposal

Finance Review: Jason Leslie
Deputy Town Manager

Submitted by: Alan Isaac
Facilities Manager

Approved for Presentation: Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:



Strategic, Reliable & Sustainable Infrastructure: This request aligns with the Town's Strategic Plan by investing in future infrastructure while planning for sustainable growth and development



Fiscally Responsible Governance: This request aligns with the Town's Strategic Plan by utilizing resources that reflect exemplary stewardship for those who live in Frederick.

Summary Statement:

Proposals to act as Owner's Representative and Construction Manager (OR/CM) for the design/construction of a Public Works Facility were opened on August 4, 2023 and staff is providing a recommendation for the award of this project to the most qualified consultant.

Built on What Matters.

Detail of Issue/Request:

On July 14, 2023, the Town solicited proposals for OR/CM services. Nine firms submitted proposals, which were reviewed by a selection committee comprised of Town staff.

Staff is recommending this contract be awarded to Dunakilly Management Group as the lowest qualified bidder.

Awarding this contract will attain necessary services at an appropriate level of expertise for the construction of the Public Works Facility. These services will include, but are not limited to:

- Assistance with Schematic Design
 - o Review Owner's Feasibility Report/ Space Needs Program and all other Town supplied planning materials. Review scope/ program and costs and understand the Owner's goals for the project
- Assistance with Design Development
- Assistance with Construction Documents
- Leading the Bidding Process for Design and Construction
- Overseeing the Construction Process
 - o Review construction schedule and any impacts due to delays; advise Owner concerning recovery schedules as required.
 - o Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
 - o Provide weekly/monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.
 - o Maintain a Master Program Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, allocation of funding sources, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process.
- Assistance with Project Close-Out
- Assistance During the Warranty Period

Legal Comments:

The Town's Town Attorney has reviewed the professional services agreement.

Alternatives/Options:

The Town has the option of awarding the contract for this work, to reject any negotiated scope and fee and not attain OR/CM services, or re-bid a different contract scope with budgeted funds.

Financial Considerations:

The funding source for this contract is within budget from the Capital Facilities Fund in an amount not to exceed \$177,120.00

Staff Recommendation:

Staff recommends that the Board award the contract and approve Resolution 23-R-43.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-43**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE TOWN OF FREDERICK AND
DUNAKILLY MANAGEMENT GROUP, CORP.**

WHEREAS, the Town of Frederick (the “Town”) has determined that it would be appropriate to retain an Owner’s Representative/Project Manager to represent the Town and protect its interests with respect to the construction of new Public Works Facility (the “Project”); and

WHEREAS, Dunakilly Management Group, Corp. (the “Consultant”) has represented to the Town that it has expertise and experience with management of construction Projects as an Owner’s Representative/Project Manager, and that it has expertise and experience with new construction of similar projects; and

WHEREAS, the Town desires to engage the Consultant as its Owner’s Representative/Project Manager for the Projects pursuant to the terms of the Professional Services Agreement, attached hereto.

WHEREAS, the Professional Services Agreement requires for the Board of Trustees to Authorize the Mayor to execute said agreement.

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

Section 1. The attached Professional Services Agreement Between the Town of Frederick and Dunakilly Management Group Corp. is approved in an amount not to exceed \$177,120.00, 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 24TH DAY OF OCTOBER, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Deputy Town Clerk

By _____
Tracie Crites, Mayor

Town of Frederick, Colorado
PROFESSIONAL SERVICES AGREEMENT
Independent Contractor
Time & Materials -- Not to Exceed Contract

Projects/Services Names: **Owner's Representative Project Management and/or
Construction Management Services –
Frederick Public Works Facility**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between **DUNAKILLY MANAGEMENT GROUP CORP.**, a Colorado corporation, located at 1979 West Littleton Boulevard, Littleton CO, 80120 ("**Consultant**"), and the **TOWN OF FREDERICK, COLORADO**, a statutory town of the State of Colorado organized and existing pursuant to Title 31, Article 1, Section 203 and Article 4, Part 3 of the Colorado Revised Statutes. ("**Owner**"), located at 401 Locust Street, Frederick, CO 80530. The Owner and the Consultant are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS AND REPRESENTATIONS

WHEREAS, the Owner has determined that it would be appropriate to retain an Owner's Representative/Project Manager to represent the Owner and protect its interests with respect to the construction of new Public Works Facility (the "**Project**"); and

WHEREAS, the Consultant has represented to the Owner that it has expertise and experience with management of construction Projects as an Owner's Representative/Project Manager, and that it has expertise and experience with new construction of Public Works Facilities; and

WHEREAS, the Owner desires to engage the Consultant as its Owner's Representative/Project Manager for the Projects pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1.0 CONSULTANT'S BASIC SERVICES

1.1 The Basic Services of the Consultant are generally referred to as the "**Services**". The Consultant shall perform the Services in accordance with this Agreement. All Services provided by the Consultant related to the Projects shall be rendered on behalf of, and for the benefit of, the Owner.

1.1.A More specifically, the Consultant shall become fully acquainted with all documents and information related to the new construction of the Projects. The Consultant shall request from the Owner and the design team, to be determined, and other persons or entities involved with the Projects, plans, contracts, documents, including revisions and amendments, and other information the Consultant, based on the Consultant's professional experience, with which an Owner's Representative/Project Manager would reasonably be expected to perform the Services.

1.1.B Consultant shall review the contract between the Owner and the Architect, in conjunction with the Town Attorney, and will represent the interests of the Owner with respect to the services to be provided by the Architect. The Consultant also shall review the contract between the Owner and the General Contractor and will represent the interests of the Owner with respect to the services provided by the General Contractor, its suppliers, and sub-contractors; and the Consultant shall review the construction drawings and plans, including any changes or revisions.

1.1.C The Consultant shall review the Projects budget, including any changes and revisions to the Projects budget, and the Consultant will periodically advise the Owner if the Consultant reasonably believes the Projects is proceeding in a manner that it will be completed within budget, and the Consultant will promptly advise the Owner if it appears that one or both of the Projects is, or is likely to be, over budget.

1.2 The Consultant shall provide the Services in a timely, professional, and diligent manner.

1.3 The Consultant will promptly inform the Owner of any ambiguities and uncertainties related to the Consultant's performance of the Services, including any ambiguities and uncertainties related to obligations of the Architect, General Contractor, or Owner.

1.4 The Consult will communicate with the Owner, General Contractor and Architect as needed to assure concerns and issues that arise during the constructions are resolved in a timely manner.

1.5 The Consultant will observe and inspect the work as it progresses. The Consultant will promptly advise the Owner if it appears that the work is not being done according to the construction plans, or if the work does not appear to be done in a timely, good, and workmanlike manner.

1.6 The Consultant shall be present onsite to observe the work as necessary to perform the Services, and the Consultant will be onsite when reasonably requested by the Owner, General Contractor, or Architect.

1.7 The Consultant shall be responsible for knowing when inspections will be conducted, and the Consultant will be present during inspections when, in the reasonable judgement of the Consultant or at the Owner's request, it is appropriate to observe the inspection.

1.8 The Services shall include inspections of each Project after completion. It is anticipated that there will be at least two post-completion inspections of each Project with the Owner and General Contractor approximately 11 months and 23 months after completion of each Project. It also is anticipated the initial inspection will include the Architect; however, a post-completion inspection with the Architect may be separate from the initial inspection with the General Contractor, and if so, the Services also will include being present for the post-completion inspection with the Architect.

1.9 The Consultant shall promptly comply with requests by the Owner to access, review, and copy any documents, plans, records, including electronically stored documents and information, in the possession or control of the Consultant related to the Projects and/or the Consultant's performance of its Services pursuant to this Agreement.

1.10 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions (“**Applicable Law**”).

1.11 The Consultant shall be responsible, at the Consultant's expense, for obtaining, and maintaining all licenses and permits necessary to perform the Services.

2.0 STANDARDS OF PERFORMANCE.

2.1 In performing the Services, the Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Consultant represents to the Owner that the Consultant is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by Applicable Law) and that the Consultant, and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

2.2 Services provided by Consultant shall be consistent with the Consultant’s **August 4, 2023**, proposal (“**Proposal**”).

3.0 CONSULTANT IS AN INDEPENDENT CONTRACTOR.

The Consultant shall perform the Services as an independent contractor. The Owner shall not direct the Consultant with respect to the manner in which the Consultant performs the Services. The Owner and the Consultant have not entered into a partnership, joint venture, or employer/employee relationship. The Owner shall not be obligated to secure, and shall not provide, workers’ compensation or any other insurance coverage for the benefit of the Consultant or any of its employees or subcontractors, nor will the Owner provide employment benefits to, or for, the benefit of the Consultant or the Consultant's employees, sub-contractors, contractors, agents, or representatives. The Consultant shall be responsible for providing all reasonable and necessary insurance coverages and employee benefits, including but not limited to, local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers’ compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions to the extent required by law and as the Contractor deems appropriate.

4.0 AUTHORIZED REPRESENTATIVES

The Consultant's Authorized Representative for the Projects is **Rob Deevy**. Other representatives of the Consultant may make decisions on behalf of the Consultant, but **Mr. Deevy** is the representative of the Consultant authorized to make significant decisions or commitments on behalf of the Consultant regarding the Services. The Owner’s Authorized Representative is **Allan Issac**. Other representatives of the Owner may make decisions on behalf of the Owner, but **Mr. Issac** is the representative of the Owner authorized to make significant decisions or commitments on behalf of the Owner.

5.0 COMPENSATION

5.1 Fee for Basic Services – Not-to-Exceed Amount. The Basic Services shall be provided on a not-to-exceed basis. The agreed amount upon amount is not-to-exceed

\$177,120.00. The Consultant's Schedule of Fees and Charges applicable to the Basic Services is attached as **Exhibit 1**. The Fees and Charges (collectively, "**Charges**") will be calculated using the schedule set forth in **Exhibit 1**. Any increase in the not-to-exceed amount must be approved by the Owner in advance and in writing. The Consultant shall notify the Owner promptly if the Consultant has a reasonable basis to believe the Charges will be more than the "not-to-exceed" amount, and the Consultant shall not provide a charge for Services beyond the "not-to-exceed" amount without prior written approval. Material changes to one or both of the Projects, including without limitation, changes in Applicable Law, or other circumstances beyond the Consultant's control, may be a basis for an equitable adjustment of the not-to-exceed amount.

5.2 **Additional Services**. The Owner may, in writing, request the Consultant to provide Additional Services not included in the Basic Services. Any Additional Services must be approved in writing and in advance. Charges for any Additional Services shall be determined pursuant to the Schedule of Fees and Charges attached as **Exhibit 1**.

5.3 **Reimbursable Expenses**. The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Owner without any administrative mark-up:

5.3.A Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense).

5.3.B Printing and Photocopying Related to the Services.

5.3.C Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents).

5.4 **Non-reimbursable Costs, Charges, Fees, or other Expenses**. Any fee, cost, charge, or expense incurred by the Consultant not expressly authorized by this Agreement shall be a non-reimbursable cost and shall be paid by the Consultant.

5.5 **Subcontractor Charges**. Any subcontractor expense incurred by the Consultant that reflect a change in an invoice submitted to the Owner shall be supported by the subcontractor's invoice and must be attached to the Consultant's monthly invoices. Subcontractor's invoices will be invoiced at actual cost plus 10% fee. All charges by subcontractors shall be paid by the Consultant. Subcontractor services are those not normally performed by Dunakilly as part of standard Owner's Representative services and require outside expertise to complete. Subcontractor services will only be provided at the request of the Owner.

5.6 **Payment Processing**. The Consultant shall submit invoices and requests for payment in a form acceptable to the Owner. Invoices shall be generated for the Services provided on each Project for the previous calendar month by the 10th day of the month following. Invoices shall be separated by Project, shall itemized, and must contain sufficient information that the Owner can understand the specific work that was done for each Project for which payment is requested. Invoices shall separate any amounts billed for Additional Services from billings for Basic Services and reimbursable expenses. Invoices must identify work performed by subcontractors, and the Consultant's invoices to the Owner for payment related to Consultant's subcontractors shall be deemed to be certification by the Consultant that the subcontractor has been paid by the Consultant.

Invoices also should separately set forth any reimbursable expenses for a Project for which the Consultant seeks payment. Copies of receipts or billings to the Consultant related to reimbursable expenses shall be attached to the invoices.

Following receipt of each invoice, the Owner shall promptly review the invoice, and the Owner will promptly bring any questions or concerns regarding Consultant's invoices to the attention of the Consultant in a timely manner.

Invoices from the Consultant shall be due upon submission and the undisputed portion of an invoice shall be paid no later than 30 days from the date of submission.

6.0 TERM AND TERMINATION

6.1 Term. This Agreement will become effective on the last Party signs this Agreement. The Consultant's obligation to provide Services shall end when both of the Projects are complete and all of the Basic Services to be provided by the Consultant are completed, including all post-completion inspections.

6.2 Consultant Termination for Breach. The Consultant shall not unilaterally delay, postpone, suspend, or terminate performance of the Services prior to completion of the Projects. The Consultant may terminate its Services upon the Owner's breach of this Agreement which Owner fails to cure, or make substantial progress toward curing, within ten (10) business days of the Owner's receipt of notice of the breach from the Consultant.

6.3 Owner May Terminate Without Cause or for Breach. The Owner may terminate this Agreement upon the Consultant's breach of this Agreement which the Owner fails to cure, or make substantial progress toward curing, within ten (10) business days of the Owner's receipt of notice of the breach from the Consultant. The Owner also may terminate this Agreement without cause upon at least ten (10) business days prior to the date of termination. If the Owner exercises its right to terminate this Agreement:

6.3.A The Consultant shall provide no Services after receipt of a written notice of termination, except as necessary to preserve work already done on the Projects, and except any Services authorized in the notice of termination;

6.3.B All documents, plans, budget information and all other written information, finished or in progress, in paper or electronic form, including field notes prepared by, and in the possession or control of, the Consultant, related to the Projects, shall be delivered to the Owner or its designee, including any successor Owner's Representative/Project Manager; and

6.3.C Consultant shall submit to the Owner a final accounting and invoice for any undisputed amounts owing for Basic and/or Additional Services and reimbursable expenses. Consultant's final accounting and final invoice shall be delivered to the Owner within thirty (30) calendar days of the date of any notice of termination.

7.0 NOTICES

All notices, including any notice of termination, shall be addressed to the attention of the person signing this Agreement on behalf of the other Party and shall be mailed or hand delivered to the address shown below. A copy of the notice also shall be mailed, or hand delivered to the

attention of the Authorized Representative of the other Party at the address below and the Town Attorney's Office. Notices shall be deemed to be received upon delivery if hand delivered, or within forty-eight (48) hours if the notice is deposited in the United States mail. Notices sent by mail shall be postage prepaid, registered or certified with a return receipt requested. Notices given by hand delivery may be delivered by a reputable courier service (e.g., FedEx, UPS, DHL, etc.)

8.0 INSURANCE

8.1 Insurance Generally. The Consultant shall obtain and shall continuously maintain the following insurance (the "***Required Insurance***"):

8.1.A Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Owner as a Certificate Holder.

8.1.B Comprehensive General Liability insurance coverage in an amount deemed sufficient by the Consultant to meet or exceed the Consultant's projected liability for the Services and any minimum statutory and legal obligations arising under this Agreement.

8.1.C Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars

8.1.D (\$1,000,000) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interest provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Owner as Certificate Holder and name the Owner, and its elected officials, officers, employees, and agents as additional insured parties.

8.1.E Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Owner as a Certificate Holder.

The Required Insurance shall be procured from and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant.

8.2 Additional Requirements for Consultant's Insurance. In addition to specific insurance requirements imposed above, the insurance procured and maintained by the Consultant shall conform to the following:

8.2.A Policies of insurance obtained by the Consultant shall be primary insurance, and any insurance carried by the Owner shall not be identified as excess or contributory. The Owner is not required to obtain or maintain any insurance for any claim, damage, or loss arising from or related to the Services provided by the Consultant.

8.2.B The Consultant shall be solely responsible for any and all deductibles and any deductible losses.

8.2.C No policy of insurance obtained by the Consultant shall contain an exclusion for bodily injury or property damage.

8.2.D Policies of insurance obtained by the Consultant shall provide that the Owner will receive notice no less than thirty (30) days prior to any cancellation, termination, or material change in such policy.

8.2.E The Owner and Consultant shall reasonably cooperate with respect to any claims that may be made under any insurance policy obtained by the Consultant.

8.3 Failure to Obtain or Maintain Insurance. Any failure of the Consultant to obtain or continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits, set forth above, shall constitute a material breach of this Agreement. The Owner may terminate the Services of the Consultant, or elect to procure replacement insurance, or pay to renew Consultant's insurance policy and/or extend a claims reporting period and may pay any and all premiums necessary to do so. The Consultant shall reimburse the Owner for any amount paid by the Owner related to obtaining, maintaining, or extending insurance coverage the Consultant is required to provide.

8.4 Insurance Certificates. Prior to commencement of the Services, the Consultant shall submit to the Owner Certificates of Insurance for all Required Insurance. The Certificates of Insurance shall reference the Project "***Town of Frederick, Colorado – Public Works Facility Construction.***" The Owner may request, and the Consultant shall provide within three (3) business days of the request, a current certified copy of any policy of insurance the Consultant is required to provide. The Owner may, at its election, withhold payment for Services until reasonable proof of the Required Insurance is provided.

9.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and/or documents prepared specifically for one or both of the Projects, whether prepared by the Consultant or other person, shall be the property of the Owner and shall not be subject to any copyright. Materials, methodology and proprietary work used by the Consultant that were not specifically created for one or both of the Projects may be protected by a copyright held by the Consultant, and the Consultant will own the documents and all rights granted by any copyright.

10.0 CONFLICT OF INTEREST – GOVERNMENTAL ENTITY CONSIDERATIONS

10.1 The Consultant is not required to provide exclusive services to the Owner; however, the Consultant shall refrain from providing services to other persons, firms, or entities if doing so would reasonably interfere with timely providing the Services to the Owner, or if doing so would be reasonably viewed as creating a conflict of interest.

10.2 The Consultant shall not offer or provide anything of value to any official or employee of the Owner, and understands and acknowledges that the Owner is a public entity, and that providing anything of value to an official or employee of the Owner may place the

official or employee in a position of violating his/her public trust as set forth in C.R.S. § 24-18-109, as amended, and/or the Owner's rules, policies and procedures.

11.0 REMEDIES

11.1 The Consultant shall have the right to pursue any remedy it may have at law or in equity.

11.2 Without limiting the remedies available at law and in equity, the Owner may exercise the following remedial actions if the Consultant is in breach of this Agreement:

11.2.A Suspend the Consultant's performance pending necessary corrective action as specified by the Owner without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

11.2.B Withhold payment to the Consultant until the necessary Services or corrections in performance are satisfactorily completed; and/or

11.2.C Deny payment for those Services which have not been satisfactorily performed and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the Owner; and/or

11.2.D Terminate this Agreement or the Services to be provided pursuant to this Agreement.

The foregoing remedies are cumulative and the Owner, in its sole discretion, may exercise any or all other remedies it may have at law or in equity.

12.0 MISCELLANEOUS PROVISIONS

12.1 No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Owner's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Owner except in writing signed by the Owner or by a person expressly authorized to sign such waiver by resolution of the Owner, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

12.2 Affirmative Action. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, ancestry, hair texture, hair type or protective hairstyles commonly associated with race, religion, national origin, ancestry, gender, sex, pregnancy, marital status, military status, age, genetic information, family responsibilities, disability, sexual preference or orientation, transgender status, membership or other status in any other group protected by applicable law. Consultant will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, ancestry, hair texture, hair type or protective hairstyles commonly associated with race, religion, national origin, ancestry, gender, sex, pregnancy, marital status, military status, age, genetic information, family responsibilities, disability, sexual preference or orientation, transgender status, membership or other status in any other group protected by

applicable law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment, which can only occur in compliance with Section 12.8 below.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to, nor shall it create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary.

12.5 TABOR. The Parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple-fiscal year direct or indirect debt or financial obligation within the meaning of TABOR; therefore, notwithstanding anything in this Agreement to the contrary, all financial obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal year ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Owner, and other Applicable Law. Upon the failure to appropriate such funds, this Agreement shall be deemed to have been terminated without any liability to the Owner except for any remaining previously appropriated funds for the then-current year.

12.6 Contract Interpretation. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

12.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

12.8 Assignment and Release. The Consultant may retain subcontractors; however, all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Consultant without the prior written consent of the Owner. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved in writing by the Owner. No assignment shall release the Consultant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

12.9 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations,

representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and must be signed by both the Owner and the Consultant. Course of dealing, no matter how long, shall not constitute an amendment to his Agreement.

12.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance shall not affect the validity of any other provision of this Agreement.

12.12 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

12.13 Governmental Immunity. This Agreement is not intended to be, and shall not be construed as, a waiver of the limitations on liability and damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, Owner and its current and former directors, officers, employees, and volunteers under federal or State law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

12.14 Attorneys' Fees. In any civil action or proceeding arising from or in any manner relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order, or award.

12.15 Applicable Law – Jurisdiction and Venue. In the event of a dispute related to this Agreement and/or the Services, the law of Colorado will apply. The exclusive jurisdiction and venue for civil action arising from or in any manner relating to this Agreement shall be the Town Court for Weld County, State of Colorado.

12.16 Execution. This Agreement may be executed in counterparts by facsimile or electronic pdf, all of which shall constitute one valid and binding instrument.

TOWN OF FREDERICK, COLORADO

By: _____

_____, _____ Date

DUNAKILLY MANAGEMENT GROUP CORP.

By: _____

_____, Principal Date

**EXHIBIT 1 - PROPOSAL
DUNAKILLY MANAGEMENT GROUP CORP.**



DUNAKILLY



Town of Frederick Public Works Facility

**Owner's Representative/
Construction Management Services**

Response due date:

August 4, 2023

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August 4, 2023

Town of Frederick
Attn: Alan Isaac, Facilities Manager
401 Locust Street
Frederick, CO 80530

**Re: Owner's Representative/Construction Management Services
Town of Frederick Public Works Facility**

Dear Mr. Isaac:

Thank you for the opportunity to submit our qualifications for owner's representative services for the planning, design, and construction of the new Town of Frederick Public Works Facility. We are eager for the opportunity to work with the Town of Frederick on this exciting project. As a firm with extensive experience in design, contract, and construction management for public projects, we are confident that our skills and expertise will provide great value to your project team while exceeding all expectations.

Dunakilly's practiced professionals will deliver strong and balanced project oversight to effectively advocate for your best interests. Our project managers have participated in programs for municipalities across the country as both the general contractor performing the work and the representative managing the work, providing us with many learning opportunities along the way. We will leverage our proven success and lessons learned from similar projects to address all program, budgeting/estimating, design, and construction aspects and efficiently complete the specific requirements of your Public Works Facility.

Our approach is to create a collaborative environment with all project team members and actively work to make the team successful as a whole. As you review our qualifications for this project, please be assured that Dunakilly will complement your team and add value to your projects in the following ways:

- ◆ **Skillfully Assist in Managing Your Project** – We are experts in working as project managers, facilitating the process from concept through close-out. We will work as an extension of your staff, providing committed support throughout your project while facilitating collaboration to drive success.

Specific Project Team Strength: Our experience working on similar projects as an extension of staff allows us to streamline the process, facilitate communications, and define objectives and requirements in order to keep projects moving to completion. Our team members will assume any role necessary in order to successfully complete your project.

- ◆ **Efficiently Administer Your Designers and Contractors** – Our depth of knowledge with all project delivery methods and experience working with numerous municipalities, architects, engineers, and general contractors provides you with the confidence that we will drive timely contract completion.

Specific Project Team Strength: Our proposed team members have extensive experience working with municipalities. This experience helps economize the process and eliminates

A. Cover Letter

any potential learning curve. We know how to listen to your concerns, manage your expectations, and build trust in our team and the work being performed. Experience equals success!

- ◆ **Successfully Manage Your Budget & Schedule** – Our team's success in completing complex projects on budget and on time is founded on a solid approach to project management. We are experts in budgeting, estimating, and scheduling which streamlines the project initiation and approval process. This insight will be extremely helpful in anticipating and proactively addressing challenges to keep your project on schedule and budget to meet your goals necessary for a successful project completion.

Specific Project Team Strength: Knowing all the components that make a project successful enables developing detailed conceptual estimates and project schedules providing early, accurate plans for project execution that meet required budgets and timelines.

Thank you for this opportunity to be of service to the Town of Frederick. Please feel free to call or email at any time should you have any questions regarding any aspect of our proposal. We look forward to hearing from you soon.

Sincerely,



Rob Deevy, Principal
Dunakilly Management Group
p. 303-482-1321
e. deevy@dunakilly.com

Addenda Acknowledgment:

Dunakilly would like to acknowledge receipt of Addenda 1, 2, and 3 dated July 28, 2023.

B. Required Company Data

Firm Name & Tax ID:

Dunakilly Management Group
26-0339672

Address & Phone No.:

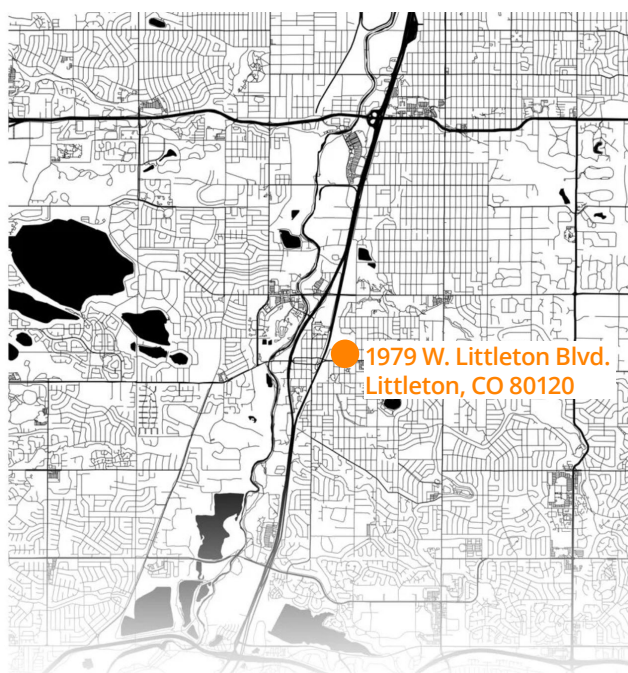
1979 W. Littleton Blvd.
Littleton, CO 80120
303-482-1321

Years in Business:

17

A LITTLE ABOUT US

Dunakilly is a management firm specializing in owner's representation. We provide comprehensive services for design and construction projects in both the public and private sectors. Our experienced personnel and documented track record of **100s of successfully completed projects** make Dunakilly the company of choice for government agencies who are looking for quality program, project, and construction management services.



Headquartered in the heart of Littleton, Colorado, the Dunakilly offices are only 37 miles from the Frederick Public Works Facility project site.

Dunakilly has been in business since 2007. The firm includes a staff of 5 professionals at all levels and has the ability to assign personnel as-needed to ensure manpower availability for a variety of projects. The company is co-owner and co-managed by Rob Deevy and Gary Cahill. Rob will act as your main contact and as the contractor representative for the Frederick Public Works Facility project.

Dunakilly has been providing owner's representative and construction management services - including on-call contracts with various government entities - since the company was founded. We have highlighted a selection of these project references within the **D. Firm Profile, Approach, and Qualifications** section of this submittal, along with resumes of our key personnel.



Dunakilly has been an essential part of the City of Centennial as Owner's Representative managing all of our vertical construction projects. Over the course of our relationship, they have managed several high priority projects which included our Civic Center and Courtroom Remodel and Amphitheater Project. Dunakilly's efforts directly contributed to the success of the City of Centennial's construction projects.

Marvin Sytsma,
Public Works Project Coordinator
CITY OF CENTENNIAL, CO

CONTRACTOR REPRESENTATIVE

Rob Deevy, Principal

email: deevy@dunakilly.com

website: <https://www.dunakilly.com/>

C. Business References

References



Frederick-Firestone Fire Protection District

Jeremy Young, Fire Chief
8426 Kosmeri Place, Frederick, CO 80504
303.833.2742 | jyoung@fffd.us

Services Performed: Fire Station #5 (currently under construction); Program & Project Management, Design & Construction RFP, Development and Bid Evaluations, Cost and Schedule Management; \$15 million.



City of Centennial

Marvin Sytsma, Public Works Project Manager
13133 E. Arapahoe Road, Centennial, CO 80112
303.754.3362 | msytsma@centennialcolorado.com

Services Performed: Program & Project Management, Design & Construction RFP, Development and Bid Evaluations, Cost and Schedule Management; 2013-present; \$9.2 million.



City and County of Denver

Gordon Robertson, Director of Design and Planning
Denver Parks and Recreation
201 West Colfax Avenue, Dept. 601, Denver, CO 80202
303.349.9997 | gordon.robertson@denvergov.org

Services Performed: Program & Project Management, Programming & Test Fit, Design & Construction RFP, Development and Bid Evaluations, Cost and Schedule Management; 2015-present; \$113 million (ongoing).

D. Firm Profile, Approach, and Qualifications

6.D.1 Value-Added Services

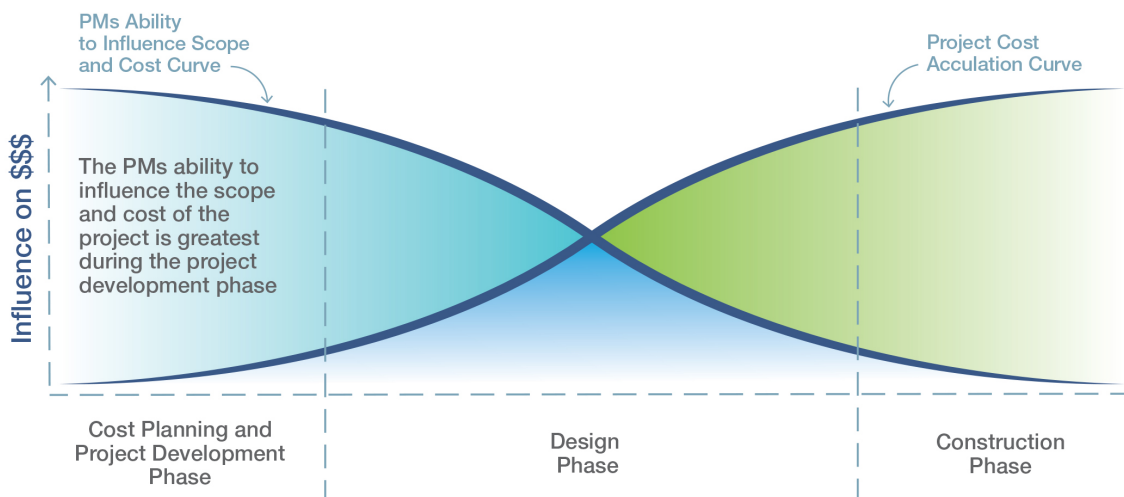
BENEFITS OF HIRING DUNAKILLY

Project Costs and Cost Savings

Dunakilly is the go-to company for conceptual cost estimating. Our team approach, combined with early planning, offers a source for reliable information to make the best decisions regarding time, cost, and quality. Our approach is always to anticipate issues and devise recommended solutions long before they become problems. Our documented track record of success makes us the company of choice for owners in both the public and private sectors.

The Dunakilly team understands the frustrations that owners go through when large projects/programs experience significant scope and cost creep. Often times, the realization that something has gone wrong occurs after funding arrangements have been made within the department, and well after cost sharing agreements have been executed with partnering agencies. Unfortunately, these issues occur early in projects and are difficult to correct later in the schedule. Therefore, Dunakilly makes sure scope and cost are discussed as comprehensively as possible during the initial project development phase.

Integrating Cost Planning with Early Design



Project Schedule and Time Savings

Dunakilly personnel are experts in schedule development and management. We review and address schedule items at every opportunity since the schedule is the defining parameter of a project. The owner is banking on the schedule being maintained to allow their business operations to commence or continue. The general contractor and subcontractors are relying upon the schedule to define level of effort and timing to level their forces. Though the general contractor owns the development and maintenance of the schedule, as owner's representatives, we assist the general contractor in identifying constraints and sequencing that may be beneficial to the project. Our experience allows us to provide input on durations of specific activities. Our knowledge of construction processes and sequencing brings insight to the general contractor's proposed logic and progression through the schedule.

Dunakilly's scheduling processes and requirements provide several uses and benefits and enable the Town of Frederick to 1) understand Dunakilly's plan to deliver the project within the time allowed, 2) plan Town of Frederick staffing and other resource requirements, 3) advise the public and Town Council of major milestones, and 4) enable the project team to actively manage impacts to the contract.

D. Firm Profile, Approach, and Qualifications

Expertise and Experience

When you work with Dunakilly, you work directly with the owners and senior management members of our firm. We provide a seamless partnership between your staff and our personnel, with key decision makers involved at every step along the way.

Dunakilly's history of success as the owner's representative is directly related to our experience working as project and facility managers for municipal and public clients and as an extension of staff supporting facility department and project managers. The ability to adapt to multiple clients and their systems is a major component of the overall program's success.

We understand the importance of selecting the right team who will be working directly with Town of Frederick's facilities department and more specifically your project manager. Our staff has the proven experience to make your project a success.

Reduced Risk

Reducing risk starts with selecting a team with a proven record of managing projects from Town Council approval through selecting the right design firm and general contractor. Making sure the design and construction firms are a good fit is just as important to providing a seamless partnership with the Town's personnel as having the right owner's representative.

Additionally, a key to minimizing risk for the Town of Frederick relies on cost, schedule, and quality control. One of the biggest risks on any publicly funded municipal project is venturing outside the assigned budget. Through our previous experience with similar projects and our detailed cost control and efficiency guidelines, we will be the best stewards of the Town's budget and finances.

Another big risk is overrunning the project schedule. Our solid approach to schedule management will ensure that your new Public Works Facility project is completed within the assigned timeline.

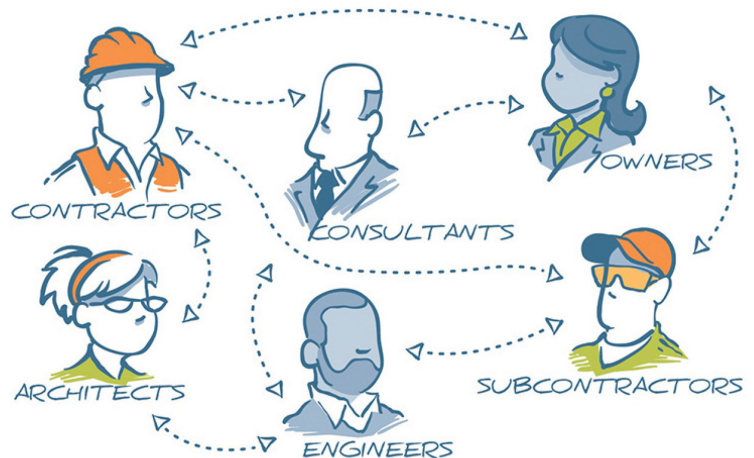
Finally, quality is of utmost importance. Finishing on time and on budget will not matter if the facility is not fully functional upon completion. We will make sure that the owner team and stakeholders have fully vetted all design documents prior to construction and all of the work is completed according to the approved plans and specifications.

In our current construction market, it is essential materials and equipment are procured early in order to lock-in pricing at a favorable rate and promote timely delivery. With our years of experience working with general contractors along the front range, we will solicit and inform the contractor market that the project is forthcoming in order to obtain substantial participations in the bidding process.

Improved Communication

When working with Dunakilly, you will not have to wait for someone to check with management and get back to you. We are the management. You will not have to wait for decisions to be run through a committee. We are the committee. When you need something you only need to reach out to one of the team members assigned to your project, and you will get the answers you require.

As an extension of the Town's staff, we believe that working closely with Frederick's facilities project manager is the first step in developing a strong line



D. Firm Profile, Approach, and Qualifications

of communication and would recommend, if space is available within the Town's office, that we would have access to utilize that space to streamline communications and accessibility.

Communication over recent years has progressed with the use of Zoom/Teams meetings. We've learned that using a hybrid approach is an efficient way to keep the project team current and on task.

Other

As owner's representatives we always say **"We save our clients more than we cost."** We have proven this statement to be accurate, especially on complex municipal projects such as the Frederick Public Works Facility. Hiring an owner's representative prior to selecting your architect allows for an even greater chance of demonstrating our ability to provide savings far greater than our fee. Some examples of our successful cost-saving efforts include:

MUNICIPAL COMMUNITY CENTER

Dunakilly is currently working with a local city developing a \$32 million dollar facility with a general contractor using a design/build contract delivery method. Our role is as an extension of staff working directly for their facility project manager. The general contractor's estimated numbers consistently were well over the total GMP amount for their scope of work. Because we were on-board prior to finalizing the GMP, we had the ability to provide an in depth value engineering review and were able to bring a cost savings of more than \$1 million. Our fee was considerably less than this value engineering savings.

NEW BELGIUM BREWERY

New Belgium Brewery hired Dunakilly to provide cost control expertise at their new brewery facility in Asheville, North Carolina. Dunakilly took a lead role in this \$80M design/build project to independently estimate and negotiate each change proposed by the Design/Build contractor, ultimately saving New Belgium Brewery over \$2M over the course of the project. A significant issue successfully managed was the alteration of retaining walls required on the project to a more effective use of structural foam in lieu of structural fill in order to decrease the surcharge on the retaining walls and thus reduce the structural requirements, decreasing the cost.

DENVER DUMB FRIENDS LEAGUE (DDFL)

Dunakilly was retained by DDFL to provide design and construction support for the expansion and remodel of the existing Quebec Street facility. A major complication of this project was that the facility required, continuous operation 24 hours/day, 7 days a week, 365 days a year of the facility. Site logistics and staging for the construction work was originally planned to include rental of parking spaces for staff in an adjacent shopping mall or neighboring business park. As negotiations with the neighboring entities drew to a standstill, Dunakilly created a new site access plan that established alternative access to the site for construction and delivery of materials thus allowing the existing parking to remain in place for visitors and staff. This creative alternative saved at least \$200,000 in lease payments for overflow parking over the 5-year duration of the project.

GREEN VALLEY RANCH NATATORIUM ADDITION

Dunakilly represented Denver Parks and Recreation for the design and construction of the new natatorium (indoor swimming pool) at the existing Green Valley Ranch Recreation Center. The natatorium was conceived as part of the ultimate build-out for the facility but could not be funded at the original construction. During design, budgets were carried to provide a new water tap to service the natatorium project. Dunakilly took the initiative to research the original construction project of the recreation center and determined the water tap and plant investment fees paid for the original construction included the water service for the "future" natatorium, allowing cost of approximately \$350,000 to be removed from the budget and allocated elsewhere.

D. Firm Profile, Approach, and Qualifications

6.D.2 Firm Background

Dunakilly is a client-oriented program management/owner's representation firm based in Littleton, Colorado. Formed in 2007 to provide exceptional program, project and construction management services to clients across the United States, Dunakilly delivers cost-effective expertise on behalf of savvy owners. Dunakilly also provides general contracting coordination, facilities management, and program management for a variety of local and national clients including Charles Schwab, Clear Wireless, National Western Stock Show, City and County of Denver, City of Thornton, Town of Castle Rock, and City of Pueblo.

Our experienced team and documented track record of success make Dunakilly the company of choice for owners in both the public and private sectors. We have successfully managed programs for several public sector clients with some of our high-profile projects including the Denver Art Museum, Denver Police Crime Lab, Denver International Airport, the Bryon Rogers Federal Office Building and U.S. Courthouse Modernization, the Vicksburg National Military Park, Independence National Historical Park, and Chaco Culture National Historical Park.

6.D.3 Mission and Basic Philosophies

Dunakilly's role as an owner's representative is that of a client advocate. Our top priority will be to consistently serve the Town of Frederick's needs and protect your best interests. We will use our expertise to help navigate the Town of Frederick through all phases of your project, acting as advisors to complement your role as the ultimate decision-maker. Dunakilly's insight, experience, guidance, and integrity ensure that what is best for the Town of Frederick is the prime consideration in every project decision.

Dunakilly will work closely with the Town of Frederick's staff to fully understand your ***culture of FAMILY where individuals feel RESPECTED and EMPOWERED by others and are DEDICATED to your Town*** in order to ensure those objectives are met in every aspect of the project. Our focus will be on creating a collaborative team to emulate a family for this project that is actively working together to promote project success. To accomplish this, we will streamline, coordinate, and manage the project from start to finish as we promote respect and empower each team member's expertise to arrive at educated, reliable decisions. We will oversee and coordinate the resources of everyone involved in the planning, construction, and turnover of the project, managing and orchestrating the efforts of the entire team. Dunakilly will bridge and facilitate communication across all team members in a timely manner, utilizing a variety of methods, and will keep the project team on-track to meet all milestones while fully informing the Town of Frederick at every step. Our entire team will be dedicated to the Town of Frederick's interests in order to maximize the benefits of the project for the available budget.

This type of approach will allow your staff to remain focused on your core business while making sure the details of the Frederick Public Works Facility project do not overburden or distract you from your daily responsibilities, while also allowing us to complete the project successfully in a structured, controlled, and cost-effective manner.

6.D.4 Organizational Chart and Responsibilities

Rob Deevy – Principal/Project Manager: Rob's role will be the management and administration of the owner's responsibilities. He will ensure Dunakilly's standards are satisfactorily maintained throughout the entire duration of the project. He will be responsible for budgeting, scheduling, negotiation and implementing changes, supervising construction, managing subconsultants, facilitating FF&E, securing permits, and interfacing with regulatory agencies, contractors and design consultants.

Gary Cahill – Principal/Project Manager: Gary will contribute to the overall success of the project by focusing on identifying potential problem areas early and working hard to minimize impacts. He will support the team with his expertise in scheduling, cost control, design, and construction oversight.

D. Firm Profile, Approach, and Qualifications

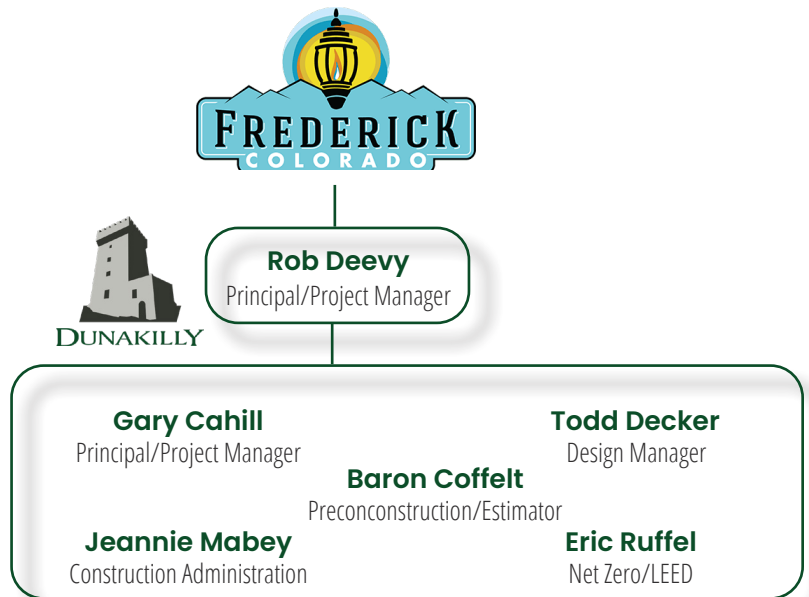
Todd Decker – Design Manager: Todd is skilled at project delivery and program implementation, starting at project kick-off and continuing through close-out. He will be responsible for client advocacy, programming, design review, and quality control. His experience provides the expertise to confidently meet project responsibilities while staying focused on daily duties. Todd holds CO Architect License #304922.

Baron Coffelt – Preconstruction/Estimator:

Baron will play a key role in developing budget and cost estimates, including analyzing data to resolve any cost discrepancies. He will provide solutions for budget constraints, market volatilities, and design complications as they relate to the overall project cost.

Jeannie Mabey – Construction Administration: Jeannie's primary role will be providing administration of the contracts for construction, as needed, in cooperation with the architect and Town of Frederick staff, including providing administrative management and related services to coordinate scheduled activities and responsibilities of the contractors and other team members. During construction, she will also support the project team's direction and implementation of the quality assurance program.

Eric Ruffel – Net Zero/LEED: Eric will provide, as needed, all Net Zero/LEED Certification efforts for the Frederick Public Works Facility project. He will provide client support for any sustainability and energy management initiatives. Eric is a licensed professional engineer in both Colorado and Texas and is a LEED Accredited Professional.



6.D.5 Typical Projects / 6.D.6 Knowledge and Experience Base

Dunakilly specializes in providing owner's representation, program and project management, construction management, general contracting coordination, and facilities management to clients ranging from the federal government and local municipalities to Fortune 500 firms and national retailers. Our experience in various project types includes office spaces, fire departments, police substations, recreation centers, airports, crime labs, courthouses, retail facilities, parking structures, elementary and higher education, museums, healthcare, historical building renovations, and multi-family residential. Dunakilly was the project management firm for the Better Denver Bond Program and completed the Denver Police Crime Lab, Lowry Fire Station, and the Fourteenth Avenue Streetscape projects. Other successful local project partnerships include the Byron Rogers Federal Office Building and U.S. Court House Modernization Program, the National Western Stock Show Relocation Feasibility Analysis, the Denver International Airport 2030 Capital Improvement Program, the City of Centennial's Capital Improvement Program, New Belgium Brewery, Dumb Friends League, Boy Scouts of America, Castle Rock Fire & Rescue, and City of Louisville Recreation Center. We are proud to have provided services for multiple municipal and federal clients in the Colorado region. In addition to the entities mentioned above, those clients include the Frederick-Firestone Fire District, Town of Castle Rock, City of Thornton, City of Pueblo, U.S. Fish & Wildlife Services, National Park Service, and the U.S. Air Force.



Each capital improvement project that I oversaw with the help of Dunakilly was completed within budget and on schedule.

**Wayne Reed, Assistant City Manager
City of Georgetown, Texas
(former Deputy City Manager for the
CITY OF CENTENNIAL, CO)**

D. Firm Profile, Approach, and Qualifications

6.D.7 Philosophical Approach to Owner's Representative Services

We approach program and project management with the view that we will have lasting impact on the shape of the community and are developing an asset to be preserved for future generations. Having insight into the uniqueness of each project allows us to fully plan, integrate, and navigate all stakeholders according to a project's specific combination of issues and decisions, approvals, and reviews, all while understanding and respecting the assorted levels of involvement and varied goals of the myriad of participants.

Dunakilly will emphasize a team approach when providing professional services to the Town of Frederick. Our focus will center on creating a collaborative team environment with all stakeholders and actively working to make the whole team successful, thereby promoting the success of the entire project. It is imperative for the team to fully understand the objectives and requirements so that activities can be coordinated to maximize the product provided within the available budget and minimize schedule. In order to achieve this understanding, we will first implement a set of planning techniques and methods successfully used on similar projects in the past that have proven to be reliable and economical approaches in the industry.

The advantage of the Dunakilly approach is working to manage the best interests of the owner at all times during the project. This allows us to offer our clients a single source of responsibility and total continuity throughout the project cycle. It also gives Dunakilly the opportunity to effectively build successful working relationships and trust between all participants. We communicate project status frequently using a variety of methods including progress reports, schedules, and team meetings, which keep the project team informed and on-track to meet all milestones and aware of any potential impacts to daily activities. We provide the necessary information and documentation to keep the client fully informed, but still able to focus on their overall business interests. Our approach ensures a very efficient and detailed process and the ability to maintain schedule and budgetary goals throughout the project. This inevitably results in a better product for less cost and greater client and end-user satisfaction.

6.D.8 Innovative and Technological Resources

Communication

We employ TeamworkPM as our primary communication portal throughout the project duration. We have found using TeamworkPM as our collaboration software provides our clients with a user-friendly project management system that requires virtually no training. TeamworkPM provides our clients a single location for all project documentation including project milestones, messages, tasks, and overviews. By using TeamworkPM, the team knows what they have to do, when it must be done, and who needs to do it. Through this system, the team can keep up-to-date with what's going on and can access the system in the office or on the project site using the mobile app.

While on-site during construction, we employ Synchro Notes (formerly NoteVault) as our documentation tool. Synchro Notes allows our project managers to provide timely field reporting with detailed notes and photos which are distributed to all stakeholders.

Periodic update reports are generated using Microsoft Word and distributed as PDFs. TeamworkPM also provides us the ability to develop and distribute reports directly from this collaborative system.

Cost Control and Efficiency

A primary focus of the work at Dunakilly is estimating and cost control. Our estimating team is equipped with the current tools to effectively estimate all trades and has the ability to prepare independent estimates for entire projects along with major and minor changes. We perform independent estimates in order to provide a baseline for discussion and negotiation. Independent estimates also provide a basis for validation of the contractor proposals and costs. Rob Deevy has experience as a lead estimator for general contracting companies and has the ability to break down projects and buildings into specific trades in order to analyze the components and evaluate means, methods, and

D. Firm Profile, Approach, and Qualifications

pricing. For independent estimates, we rely upon Gordian/RS Means cost database to supply commodity pricing for our quantity surveys which are performed with ETakeoff software. ETakeoff has the ability to overlay documents, highlighting variations in versions, to allow scope validation for change proposals. Our estimates are compiled using Microsoft Excel which allows flexibility in formatting to meet our client's needs.

Dunakilly recognizes that changes take place during the normal course of every construction project due to unforeseen site conditions or from changes that the client requests as the project begins to take shape. Dunakilly will make recommendations for change orders if they determine that they are directly beneficial to and/or necessary for the client and project goals.

Dunakilly formally reviews all requested change orders, makes recommendations based on the impact of the proposed change to the total project, and documents all approved changes into the master construction schedule and operational budget.

As part of our cost control/change management process, we:

- ◆ Verify costs at each stage of design to confirm our clients are receiving best value for the project.
- ◆ Negotiate with the contractor and challenge the contractor or design team estimator proposed costs and proposals of individual subcontractors, as necessary.
- ◆ Work with Town of Frederick and the contractor to achieve the expected quality and level of finish for the project.
- ◆ Develop and maintain project/program budget.
- ◆ Update budget with potential changes, contingency charges, and allowance reconciliation to maintain an accurate snapshot of the project/program financial situation.

Technical Resources

Dunakilly is proficient in most of the project management platforms currently available and have the ability to learn and adapt to any system presented for use in construction. We will work with the project team to determine the best delivery and collaboration system available to all of the team members and select the system(s) that best fit the needs of the project. Systems we are well-versed in, by category, include:

Project Accounting:

- ◆ Quickbooks
- ◆ Xero
- ◆ Textura
- ◆ Workday
- ◆ Excel

Scheduling:

- ◆ Microsoft Project
- ◆ Oracle Primavera products (P3, P6, Suretrack)
- ◆ Astra

Tracking Submittals/Shop Drawings:

- ◆ Procore
- ◆ TeamworkPM (*provided as part of the proposal*)
- ◆ Newforma

Contact Information:

- ◆ Procore
- ◆ TeamworkPM (*provided as part of the proposal*)
- ◆ Newforma

Payment Applications:

- ◆ Textura
- ◆ Procore
- ◆ Excel

Correspondence/Meeting Minutes:

- ◆ Procore
- ◆ TeamworkPM (*provided as part of the proposal*)

Jobsite Reports:

- ◆ Procore
- ◆ Synchro Notes (*provided as part of the proposal*)

Testing Reports & Inspection/ Correction Reports:

- ◆ Facility Grid
- ◆ TeamworkPM (*provided as part of the proposal*)

Change Orders:

- ◆ Procore
- ◆ Texture
- ◆ Excel

Change Orders:

- ◆ Synchro Notes (*provided as part of the proposal*)
- ◆ Procore
- ◆ Excel

D. Firm Profile, Approach, and Qualifications

6.D.9 Experience with Design Professionals and Environmentally/Energy Impact Considerations

Our team has decades of experience with sustainability initiatives including LEED, energy management, water management, renewable energy, carbon reporting, and green procurement. Recently, net zero energy, fleet electrification, and building electrification have become increasingly common sustainability discussion points. Our team leverages more than a decade of experience supporting clients as they both consider and implement these strategies. Our team maintains credentials such as Envision Sustainability Professional, LEED AP BD+C, LEED AP O+M, and Certified Energy Manager. In providing support to owners and as extensions of their staff, these accreditations provide important insight and understanding throughout the planning, design, and construction life cycle.

Dunakilly has a long tradition of supporting our clients' sustainability initiatives including budgeting, scheduling, and technical discussions on energy reduction, water reduction, renewable energy, and sustainable design features and procurement strategies. Recently, we have also supported our clients' fleet and facility electrification initiatives. In support of carbon and energy reduction efforts, we have evaluated and contrasted traditional electric and natural gas construction with all-electric. Our local environment makes electrification challenging to budgets so proactive planning is particularly important. We recently coordinated a series of analyses and cost projections comparing traditional construction with fully electrified net zero for a fire district in the southern portion of Colorado. We also evaluated the eligibility and challenges of seeking LEED certification necessary for grant funding for a relatively small renovation project in northern Colorado. In the Denver area for a municipal client, we recently supported budget analysis including options such as financed solar to alleviate burden on the construction budget as part of an innovative fully electrified net zero energy new construction project that also includes electric vehicle charging stations. In each case, Dunakilly provided insight to the ownership team on challenges and budget needs to support these types of initiatives so that the owner team could make the final decision. In the LEED case, it was determined the potential return from the grant was not sufficient to justify the investment in LEED. In the southern Colorado example, the client team was able to secure additional budget to support full net zero electrification. In the Denver example, funding support was sought from the two other departments within the same municipality to support achievement of full net zero electrification.

Our team will assist the Town of Frederick in meeting sustainability goals, balancing initial capital construction cost with ongoing costs for operations and maintenance. We are committed to assisting with the implementation of sustainable design measures to increase the overall energy efficiency, operation, and maintainability of your project.



DENVER PARKS & RECREATION

City and County of Denver's Parks and Recreation Department hired Dunakilly to provide construction support with focus on our facilitation, estimating, and scheduling expertise. The Smith Road Maintenance Facility new construction project was originally planned prior to Denver's Net Zero Energy and facility electrification initiatives. Dunakilly provided technical, planning, and estimating support to evaluate impact on budget by including this project as a pilot demonstration facility. To mitigate impact on the construction budget, two potential sources of funding/ownership by other departments in Denver were added to the planning team. These entities had budgets and planning cycles to support features such as geothermal energy, solar photovoltaic systems, and vehicle charging stations. The design RFP was released with the necessary information to allow the designer to show features such as solar and to proactively require the contractor to plan for working alongside the City's solar installation team. As a result, conflicts were avoided between the general contractor and the solar installation entity while avoiding impact to the construction budget for inclusion of solar.

D. Firm Profile, Approach, and Qualifications

6.D.10 Resumes



Rob Deevy
PRINCIPAL/PROJECT MANAGER

Education: B.S. Architectural Engineering,
University of Colorado

Rob is an innovative, results-oriented construction management professional experienced in all aspects of facilities program/project management and general contracting. He focuses on identifying potential problem areas early, working hard to minimize impacts. He has an extensive history working with private and public entities and brings a strong technical expertise in constructing complex projects. His expertise has been developed by managing a wide array of projects at both the local and national level. Rob has been with Dunakilly since 2007.

Skills Relevant to this Project:

- ◆ Management
- ◆ Estimating
- ◆ Scheduling

Project Experience:

City & County of Denver Parks & Recreation On-Call Contract | Denver, CO

Role/Responsibility: Program and Project Manager for all new recreation center and maintenance facility construction and remodels/modifications to 32 existing recreation centers. \$113 million (ongoing); Design-Bid-Build

Scouts, BSA – Greater Colorado Council | Denver, CO

Role/Responsibility: Program and Project Manager for all capital investment projects.

Projects: Colorado Adventure Point, St. Joe's Regional Shower House, Growing Future Leaders Capital Investment Program. Volunteer/in-kind donation of services. Management of \$11.8 million in construction projects.

City & County of Denver Police Crime Lab | Denver, CO

Role/Responsibility: Project Manager responsible for cost and schedule control and change negotiation. \$37 million; CMAR/GMP

Denver Dumb Friends League - Quebec Shelter | Denver, CO

Role/Responsibility: Project Manager responsible for cost and schedule control and change negotiation. \$40 million; CMAR/GMP

Byron G. Rogers Federal Office Building & US Courthouse Modernization Program | Lakewood, CO

Role/Responsibility: Project Manager for tenant improvement construction. Responsible for design coordination and implementation of tenant improvements for 16 federal government agencies occupying the building. \$160 million; Design/Build

Additional Projects:

Denver Art Museum - Hamilton Wing Expansion and Morgan Wing Remodel

Denver International Airport Capital Improvement Program
Conceptual Estimating

Lockheed Martin - Various Campus Projects

New Belgium Brewery, Asheville, NC

D. Firm Profile, Approach, and Qualifications



Gary Cahill
Principal/Project Manager

Education: Diploma of Architectural and Construction, Hawkeye College, Iowa; Architectural Studies, Fullerton College, California

Gary provides design and construction management services for public and private clients. He has extensive design experience including developing project scopes, master planning, scheduling, and design review. His project experience includes both traditional project delivery as well as design-build for commercial and public facilities. Gary has been with Dunakilly since 2007.

Skills:

- ◆ Project Management
- ◆ Client Development
- ◆ Owner Relations

Project Experience:

- ◆ City of Centennial Capital Improvement Program including: Civic Center Park Amphitheater, Civic Center Park Restroom Remodel and Shelter, Civic Center Building Remodel and Parking Lot Expansion

- ◆ Louisville Recreation Center Addition & Remodel
- ◆ Louisville Memory Square Pool Remodel
- ◆ Castle Rock Fire Station #152
- ◆ St. Mark Catholic Church Master Plan & New Rectory
- ◆ Fossil Ridge Public Safety Center
- ◆ Trail Winds Recreation Center
- ◆ Margaret W. Carpenter Recreation Center Renovation
- ◆ North Metro Rescue District Stations #61 Broomfield and #62 Northglenn



Todd Decker, PE, LEED AP
Design Manager

Education: Bachelor of Architecture, University of Detroit Mercy

Todd is a licensed architect with more than 30 years of experience. He is skilled at project delivery and program implementation, starting at project kick-off and continuing through close-out. Todd provides clients the opportunity to assess and analyze constraints, explore options, and understand their measures of success – all before committing the full resources of designers and constructors. Todd holds CO Architect License #304922. Todd has been with Dunakilly since 2018.

Skills:

- ◆ Assessments & Evaluations
- ◆ Programming & Basis of Design
- ◆ Design & Peer Review
- ◆ Site Analysis & Evaluation
- ◆ Design/Build & Construction Phase Representation
- ◆ Design Team Management
- ◆ Entitlements Representation
- ◆ Tenant Coordination

Project Experience:

- ◆ Montecito Business Center, Las Vegas, NV
- ◆ Riverview Point Business Park, Mesa, AZ
- ◆ Encore Castle Rock, Castle Rock, CO
- ◆ Denver Media & Marketing Services, Denver, CO
- ◆ Trail Winds Recreation Center
- ◆ City of Denver Parks & Recreation | Denver, CO
- ◆ Panasonic Enterprise Solutions | Denver, CO
- ◆ 29th Street Mall | Boulder, CO
- ◆ Wheat Ridge City Hall Remodel | Wheat Ridge, CO
- ◆ West Douglas County Fire – Wildland Equipment Station

D. Firm Profile, Approach, and Qualifications



Jeannie Mabey, LEED AP
Construction
Administration

Education: M. Arch University of Colorado at Denver, B.A. Sociology, University of California at Santa Cruz

Jeannie has been practicing architecture for 16 years and has managed projects from schematics design through construction administration phases. She is highly organized and detail-oriented. She is a master at coordinating with consultants and with construction document production and assembly. Jeannie has been with Dunakilly since 2021.

Skills:

- ◆ Design and Project Management
- ◆ Owner/Client Relations
- ◆ Budget Management and Tracking
- ◆ Schedule Management and Tracking

Project Experience:

- ◆ Denver Dumb Friends League Quebec Shelter Remodel
- ◆ Carla Madison Recreation Center, City and County Denver Parks & Recreation

- ◆ 82nd & Simms Recreation Remodel
- ◆ Delta Recreation Center
- ◆ Gypsum Library
- ◆ Thornton Senior Center Facility Remodel
- ◆ Salvation Army Corps Community Center
- ◆ Apex Field House
- ◆ Shalom Park Wellness Center
- ◆ UCCS Recreation Center Addition
- ◆ Rocky Mountain National Park Grand Lake Entrance
- ◆ Cherry Creek Camper Services
- ◆ Holly Pool Locker Room Remodel



Baron Coffelt, LEED AP
Preconstruction/Estimator

Education: B.S. Construction Management, Colorado State University

Baron has a successful track record of managing multi-million projects across the nation, including oversight of both preconstruction and operational responsibilities. He is skilled in all estimating softwares and has a demonstrated history of maintaining strong relationships and providing unprecedented value through all phases of the design and construction process. Barron has been with Dunakilly since 2021.

Skills:

- ◆ Management
- ◆ Estimating
- ◆ Scheduling

Project Experience:

- ◆ South Main Station – 360 Residences | Denver, CO
- ◆ Cherry Creek Apartments – 181 Residences | Denver, CO
- ◆ Park Avenue – 238 Residences | Denver, CO
- ◆ Del Corazon Affordable Housing | Denver, CO
- ◆ The Depot at Twenty Mile | Parker, CO
- ◆ Lohi Hotel | Denver, CO
- ◆ 24 Hour Fitness | Denver, CO
- ◆ Passport Nova – 372 Residences | Washington, DC
- ◆ Newport Village | Washington, DC
- ◆ Hines Towers A & B | Washington, DC
- ◆ JW Marriott | Arlington, VA

D. Firm Profile, Approach, and Qualifications



**Eric Ruffel, PE, CEM, CEA,
LEED AP**

Net Zero/LEED

Education: Master of Business Administration, University of Colorado, Denver; Master of Science, University of Colorado, Denver; Bachelor of Science – Mechanical Engineering, Colorado State University

Eric has more than 19 years of experience supporting clients with design, construction administration, sustainability, energy management, and cost-saving initiatives. He has developed request for proposals on behalf of the U.S. Army Corps of Engineers and performed design and construction oversight. He has also held key management and sustainability positions for a variety of public facilities and support structures. Eric is a licensed Professional Engineer (CO, TX). Eric has been with Dunakilly since 2018.

Skills:

- ◆ Design and Project Management
- ◆ Asset Management
- ◆ Energy Management
- ◆ Water Management
- ◆ Renewable Energy & Sustainability
- ◆ Asset Valuation
- ◆ Construction Administration
- ◆ Energy Savings Performance Contracting support to the Colorado Energy Office (CEO) Energy Performance Contracting (EPC) Program
- ◆ Project management/owner's representation for new market expansions involving over 200 retail facilities in several states over a four-year period
- ◆ Performed and led campus and facility audits involving thousands of buildings in the U.S. and internationally

Project Experience:

- ◆ Project manager/project engineer for requirements documents for multiple Armed Forces Reserve Centers

6.D.11 References for Projects of Similar Size and Scope

Charles E. Roy

Deputy Director, Public Works
City of Pueblo, Colorado
719.553.2271
croy@pueblo.us

Project(s): Fire Stations 6, 8, 11, and Future #1

Dave Whitner

Scouts USA, Greater Colorado Council
720.266.2101
dave.whitner@scouting.org

Project(s): Capital construction projects including Colorado Adventure Point, St. Joe's Regional Shower House, and Growing Future Leaders Capital Investment Program.

Blake Sabo

Principal, EUA Architects
303.595.4500 | c. 720.891.3959
blases@eua.com

Clients: Lockheed Martin, ULA, Sierra Space, Micron

David Anderson

Deputy Chief
North Metro Fire Rescue District
303.252.3002
danderson@northmetrofire.org

Project(s): Fire Stations #61, #62, Temporary Station for construction, #68 (Rocky Mountain Airport)

Michael Chalona

Facilities Program Manager
City and County of Denver, Parks and Recreation
Planning, Design + Construction
720.913.0627 | c. 303.710.1917
michael.chalona@denvergov.org

Project(s): Multiple recreation center and maintenance facility projects

D. Firm Profile, Approach, and Qualifications

City of Centennial Capital Improvement Program

Centennial, CO

Owner:

City of Centennial

Delivery Method:

CM/GC

Cost:

\$9.2 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly has provide capital improvement management services for the City of Centennial since 2013, acting as an extension of city staff as their project management team, developing budgets, schedules and project quality control.

Dunakilly has extensive experience building projects in the City's Civic Center Park. Park projects are very unique due to multiple regulatory agencies required in order to design and build within the park. Our success with developing in the park is built by including SEMSWA and ACCWA early in the design process as solid collaboration is key.

Completed Civic Center Park projects include the following:

- ◆ **Civic Center Parking Lot, 2013:**
 - Budget: \$640,688
 - Design: Merrick
 - General Contractor: Turner Construction
- ◆ **Civic Center Restroom Expansion, 2017:**
 - Budget: \$425,000
 - Design: Farnsworth Group
 - General Contractor: W.O. Danielson
- ◆ **Civic Center Amphitheater:**
 - Budget: \$1.6 Mil
 - Design/Build: Bassett and Associates/Eidos Architects
 - Civil Design: J&R Engineering
- ◆ **Other park projects:**
 - Splash Pad Shade Structure: 2019
 - Rotary Garden Shade Structure: 2014



D. Firm Profile, Approach, and Qualifications

City of Thornton Municipal Projects

Thornton, CO

Fossil Ridge Public Safety Facility

Owner: City of Thornton

Delivery Method: Design-Build

Cost: \$17.4 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly completed this shared, single-story building which houses both a police substation and full fire department. The team worked with both departments throughout the project. Each area is very distinct from the other as they have vastly different operation needs, with the police station scope of the facility being highly secure. Both departments share common spaces. Dunakilly managed the design, preconstruction, and construction process through project completion.



Margaret W. Carpenter Recreation Center Renovation

Owner: City of Thornton

Delivery Method: CMAR/GMP

Cost: \$14 million (in progress)

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly is currently managing the design, preconstruction, and construction for this recreation center renovation project. The renovation is a complex, including the 100% demolition of the existing pool while the facility remains open to the public. The renovated recreation center will have an updated pipe gallery for maintenance and repairs. The natatorium will include a lap pool, wave pool, lazy river, and slide. The new addition will include a steam room, sauna, and family lockers.



Trailwinds Recreation Center

Owner: City of Thornton

Delivery Method: CMAR/GMP

Cost: \$45.25 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly was involved in the construction of this top-quality recreation center by managing the design, preconstruction, and construction process through project close-out. The 87,000 SF facility includes a theater, classrooms, party rooms, teaching kitchen, outdoor patio space, indoor children's play and preschool spaces, exercise rooms, gymnasium, climbing wall, indoor running track, aquatics space with pools and water slides, and associated support and service spaces.



City & County of Denver Parks and Recreation – Maintenance Facility
Programming and Test Fits | Denver, CO

Owner:

City & County of Denver

Delivery Method:

N/A

Cost:

Continuing on-call contract

Services Provided:

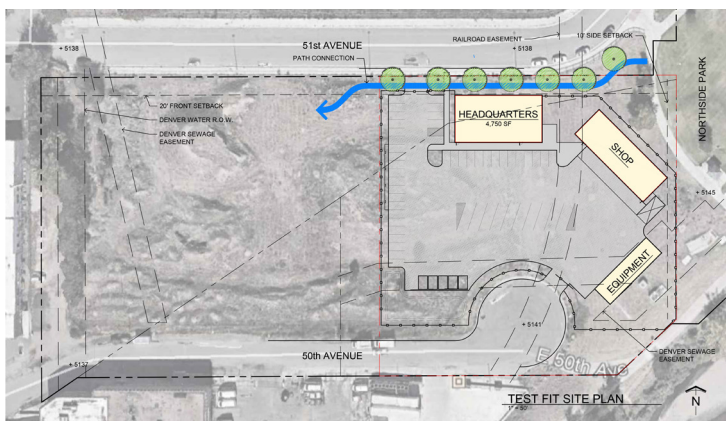
- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

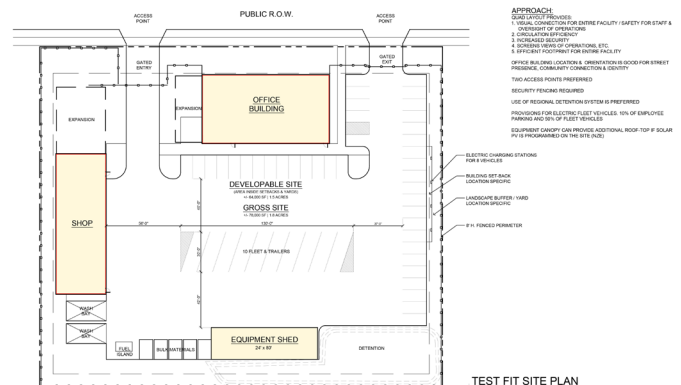
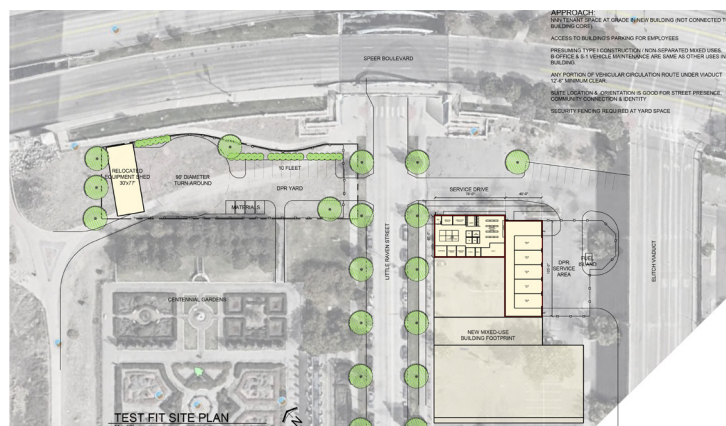
Dunakilly worked with key staff members to develop a standard Programmatic Definition of Maintenance Facilities as well as a Net Zero Approach. Utilizing assessments of individual properties and staff interviews, Dunakilly developed site-specific programs and designed test fit options for new and existing maintenance facility locations throughout the Denver Parks and Recreation system. Estimates were developed for these concept designs and test fits to support project funding through bond and/or capital funding. Facilities within this program include:

- ◆ Congress Maintenance Facility
- ◆ Forestry Headquarters (Huron St.)
- ◆ Logan Maintenance Facility
- ◆ Northeast Headquarters (Downing St.)
- ◆ River Mile Maintenance Facility
- ◆ Rosedale Maintenance Facility
- ◆ Smith Road Maintenance Facility
- ◆ Yale & Hentzel Maintenance Facility

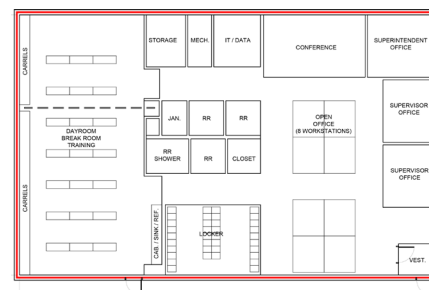
Thus far, Rosedale, Smith Road, and Logan Street projects have moved forward to design and construction.



Northeast Maintenance Headquarters (Downing St.)



TEST FIT SITE PLAN



D. Firm Profile, Approach, and Qualifications

Smith Road Maintenance Headquarters Campus

Denver, CO

Owner:

City & County of Denver

Delivery Method:

Design-Bid-Build

Cost:

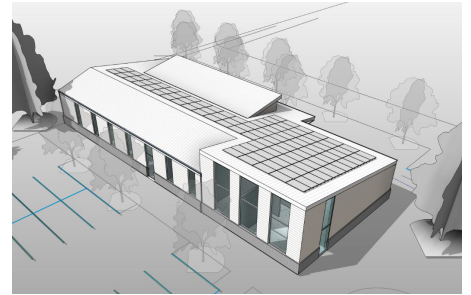
\$5.4 million (ongoing)

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

The Denver Parks and Recreation Smith Road Maintenance Headquarters will provide new office space for DPR maintenance personnel and modernization of the campus environment at the existing maintenance campus located at Smith Road and Havana Street. **This is the first project within the City and County of Denver to consider inclusion of design elements to comply the recent Denver Net Zero Energy ordinance.** This facility is incorporating studies performed by Dunakilly on alternatives to natural gas fueled equipment such as photo voltaic and geothermal systems. Dunakilly has provided test fit options, program budgeting and initiation and design oversight on this project since it was first conceived in 2018. As of February 2023, the project is in permitting with anticipated construction start in the fourth quarter of 2023.



D. Firm Profile, Approach, and Qualifications

Rosedale Maintenance Headquarters Campus

Denver, CO

Owner:

City & County of Denver

Delivery Method:

Design-Bid-Build

Cost:

\$4.5 million (ongoing)

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

The Rosedale Maintenance Headquarters Campus is the first project within the Denver Parks and Recreation system to address aging maintenance facilities within the system. The design utilized the latest standard for DPR maintenance office buildings into the environment of the existing campus. The headquarters office building was designed to be an easy upgrade to net zero energy compliance by eliminating natural gas equipment and incorporating all electrical HVAC systems. The campus also included re-purposing off the historically significant garage building into an equipment servicing facility. Significant coordination was required with Denver Urban Gardens to allow connection of new storm and sewer systems into the mains by way of the existing urban garden to the south of the campus. Dunakilly has participated in this project since inception and test fit, managing design and construction on behalf of Denver Parks and Recreation.



D. Firm Profile, Approach, and Qualifications

City & County of Denver Parks and Recreation

Denver, CO

Owner:

City & County of Denver

Delivery Method:

Design-Bid-Build

Cost:

\$113 million (ongoing)

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly has been retained by Denver Parks and Recreation (DPR) for the past nine years to manage DPR recreation centers in support of the Elevate Bond and FCAP (Facility Condition Assessment) Programs. Dunakilly has performed assessments of the existing conditions, interviewed operations and maintenance staff to develop potential project scopes, and developed baseline total project costs and schedules for each scope of work. Scope items for each facility are then reviewed to determine available funding sources for the work. Dunakilly then works in collaboration with Denver's Department of Transportation & Infrastructure (DOTI) to develop RFPs for design and construction and to execute each project while maintaining operations at each facility. Throughout this contract, Dunakilly has provided services for 32 different DPR recreation centers.

The critical work for many of these facilities has been the repair and remediation of natatorium building envelopes and HVAC issues.



D. Firm Profile, Approach, and Qualifications

Dumb Friends League – Quebec Shelter

Denver, CO

Owner:

Dumb Friends League

Delivery Method:

CMAR/GMP

Cost:

\$40 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly is part of the Dumb Friends League (DFL) project management team for the Quebec Shelter Transformation constructed in Denver, Colorado. The project replaces all dog housing in the current location with a new facility wing while remodeling a majority of the remaining spaces. DFL has been able to remain operational throughout construction, supported by the implementation of requirements to segregate portions of the building during construction.

Founded almost 100 years ago, the Dumb Friends League has a well-established tradition of building innovative structures to house their programs. What they needed for their Denver shelter was a way to provide convenient access and circulation for staff and the public between an assembly of structures that had evolved over time. This expansion and renovation increases their capacity to care for animals and allows for straightforward wayfinding, while providing a state-of-the-art animal care facility.



D. Firm Profile, Approach, and Qualifications

Scouts, BSA – Greater Colorado Council

Lakewood, CO

Owner:

Scouts, BSA – Greater Colorado Council

Delivery Method:

Design/Build

Cost:

Continuing volunteer/in-kind donation of services. Management of \$11.8 million in construction projects.

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly has been the program manager for capital construction projects for the Greater Colorado Council since 2013. As projects are identified to improve facilities and infrastructure, Dunakilly manages the programming, design, and construction of the facilities through turnover. Projects completed include:

- ◆ **Colorado Adventure Point:** A 22,000 SF indoor “camp” with climbing wall, shooting ranges and flexible spaces to host a variety of class type activities.
- ◆ **St. Joe's Regional Shower House:** These 10 individual stall shower facilities for camp staff and adult leaders has become the prototype for the Boy Scouts of America in the region. Located at Camp Chris Dobbins on the Peaceful Valley Scout Ranch, the facility also includes 900 SF of program area.
- ◆ **Growing Future Leaders Capital Investment Program:** This project included master planning and implementation of capital improvements throughout the 3,200-acre Peaceful Valley Scout Ranch. The dining hall expansion, completed in 2019, doubled the meals capability, water storage and distribution and electrical infrastructure upgrades. Projects planned for 2020 include a wastewater treatment plant, regional shower houses and latrines, program center, and BMX pump track.



D. Firm Profile, Approach, and Qualifications

North Metro Fire District – Station 61 and 62

Broomfield & Northglenn, CO

STATION 61 (New Construction)

Owner:

North Metro Fire & Rescue District

Delivery Method:

Design-Bid-Build & CM/GC

Cost:

\$5.9 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control



Scope Description:

Dunakilly was retained by the North Metro Fire District to provide owner's representative and project management services for the demolition and new construction of Station 61 as well as the remodel of Station 62. Station 61 includes the demolition of an existing fire station and development of a new facility. Station 62 includes the remodel of an existing 6,913 SF fire station.

A change order for additional asbestos abatement and emergency generator additions on Station 62 and a change order for a delay due to material procurement on Station 61 contributed to updated final cost amounts.

STATION 62 (Remodel)

Owner:

North Metro Fire & Rescue District

Delivery Method:

Design-Bid-Build & CM/GC

Cost:

\$2.6 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control



D. Firm Profile, Approach, and Qualifications

Fossil Ridge Public Safety Facility

Thornton, CO

Owner:

City of Thornton

Delivery Method:

Design/Build

Cost:

\$17.4 million

Services Provided:

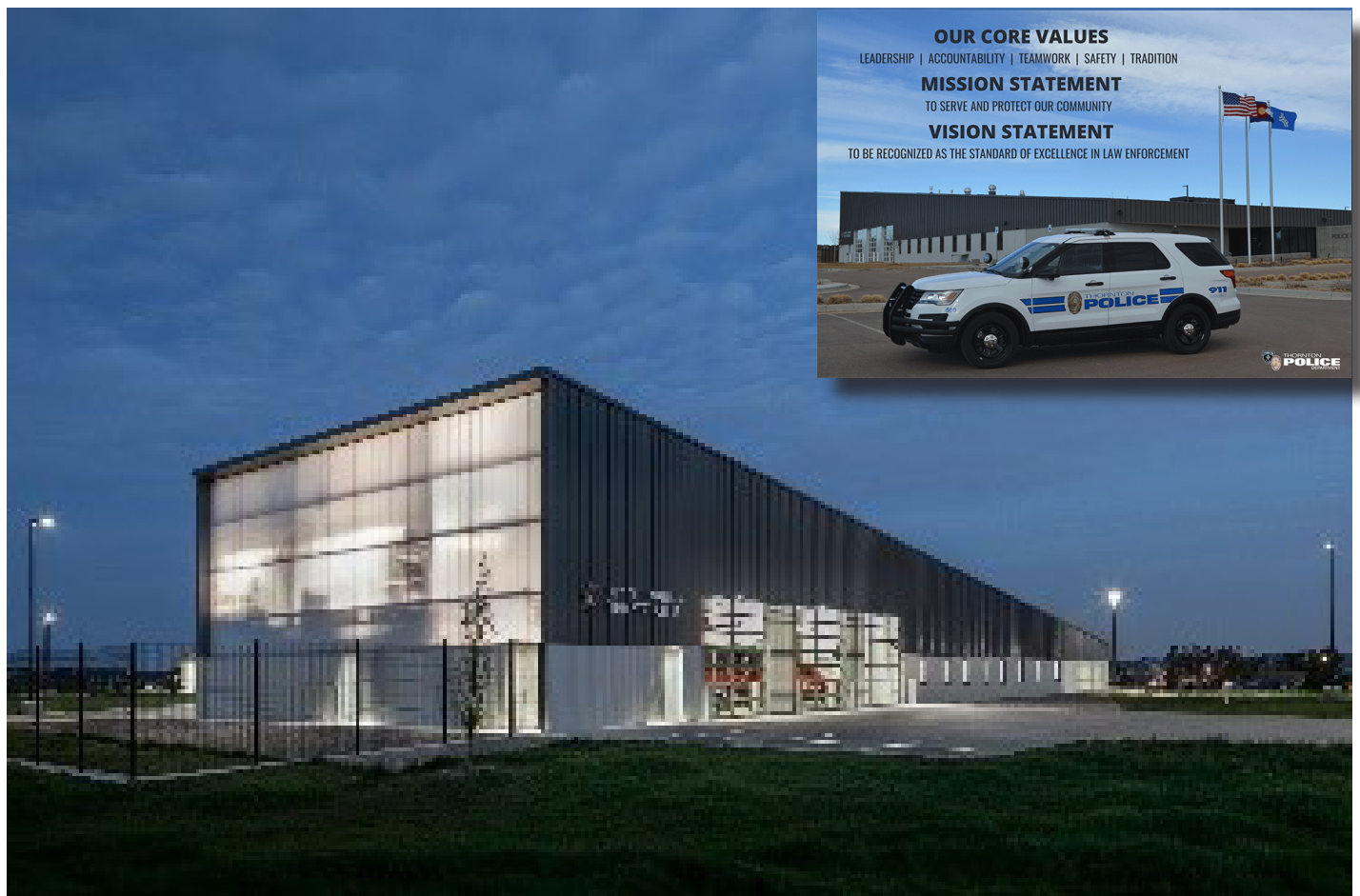
- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly completed this shared, single-story building which houses both a police substation and full fire department. The project team worked with both departments, collectively, throughout the project. Each area is very distinct from the other as they have vastly different operation needs.

The police station scope of the facility was highly secure. This portion of the project included a holding area, office spaces, detective stations, field training, and interview rooms. Both departments also share spaces that include a workout area, locker rooms, and community room.

Dunakilly managed the design, preconstruction, and construction process through project completion.



D. Firm Profile, Approach, and Qualifications

Byron G. Rogers Federal Office Building

Denver, CO

Owner:

General Services Administration (GSA)

Delivery Method:

Design/Build

Cost:

\$160 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly was part of the GSA's design/build project management team for the \$160 million remodel and upgrade to their 18-story federal office building complex that houses 16 federal agencies. This project included a complete modernization to the 494,000 SF building that resulted in a modern, highly-efficient workspace for the federal agencies housed there. Dunakilly was project manager for tenant improvements for each government agency, including federal marshals, which involved coordinating with multiple tenants and implementing requirements specific to each of their objectives. We also managed cost controls for this high-performance sustainable project, as well as provided independent government estimates, negotiations on all change orders, and schedule review. Construction and coordination activities occurred while the facility was occupied and operational.



D. Firm Profile, Approach, and Qualifications

Denver Crime Lab

Denver, CO

Owner:

City & County of Denver

Delivery Method:

CMAR/GMP

Cost:

\$37 million

Services Provided:

- ◆ Owner's representation
- ◆ Design management
- ◆ Project and construction management
- ◆ Cost and schedule control

Scope Description:

Dunakilly represented the City and County of Denver at the new Denver Police Crime Lab, which represented the first phase in the Denver Police campus redevelopment. As the first project in the redevelopment, many obstacles were successfully overcome that ultimately impacted future phases. Dunakilly personnel spearheaded the negotiation and purchase of the existing Cherokee Chiller Plant from Xcel Energy in order to establish the required building footprint. Extensive coordination with Xcel Steam and Chilled Water was important to maintain operable systems to the surrounding facilities during the crime lab construction.

Dunakilly represented the City and County of Denver in the public outreach process and applicable approvals to facilitate a successful project. As a precedent-setting facility in a high-profile location, many entities influenced the building and site aesthetics, including Xcel Energy, Golden Triangle HOA, Denver Police, and the City and County of Denver.



6.E.1.1 Itemized List of Services

A.1 Design, Pre-Construction Phase, and OR Project Planning Phase

During this phase, the OR shall:

1. Discuss and agree upon OR role and responsibilities, limitations, Owner expectations, Owner and OR main contacts, and communication procedures. Review Owner's current and forthcoming contracts with other entities, including but not limited to GENERAL CONTRACTOR and 3rd parties to the GENERAL CONTRACTOR Agreement.
2. Consult with Owner to clarify Owner's preliminary goals, objectives, constraints, and requirements of the Project.
3. Review, coordinate, and comment upon the design and pre-construction schedules for the Project. Advise Owner of any schedule risks that become apparent.
4. Review and comment on the form, level of detail, and methodology of the Project cost estimates produced by the GENERAL CONTRACTOR. Make recommendations for revisions to assure cost estimates comply with GENERAL CONTRACTOR's contractual requirements. Advise Owner of any budget/cost risks that become apparent in the GENERAL CONTRACTOR's preliminary cost estimates.
5. Perform and coordinate a full review of the GMP proposal, and revised proposals presented by the GENERAL CONTRACTOR, for GENERAL CONTRACTOR Agreement and Construction Document compliance. Assist the Owner with negotiating the final GMP proposal.
6. Review and comment on the GENERAL CONTRACTOR's Quality Control (QC) Program and Owner's Quality Assurance (QA) Program. Make recommendations for revisions to assure the QC plan complies with GENERAL CONTRACTOR Agreement, Construction Documents and to avoid scope gap between QC and QA Programs.
7. Attend Project Design Meetings as recommended and agreed with Owner and GENERAL CONTRACTOR, as well as other meetings requested by Owner. The purpose of these meetings will be to review the Project status to ensure that the Project objectives and milestones are being achieved. Decisions, action items, and issues shall be documented. Meeting minutes shall be prepared and distributed by the entity responsible for conducting the meeting. OR shall review all minutes and report any discrepancies to the responsible entity and the Owner.
8. OR shall establish and maintain the Owner's electronic and hard copy Project filing system utilizing the Owner's standard project filing methodology. OR shall coordinate document management of all Project related information, to include identification, organization, and compilation of data with the GENERAL CONTRACTOR and the Owner.
9. OR shall participate in coordination efforts between Owner's staff and other consultants, approving agencies and other representatives as deemed necessary for the Project in a responsive and timely manner.
10. OR shall review the governing authorities identified as having jurisdiction over and who are authorized to comment upon, oversee, approve, or permit any or all portions of the Project, and assist in obtaining approvals or permits from authorities having jurisdiction over the Project.
11. Review Construction Document coordination and peer review comments and bring issues to Owner's attention. Reviews shall include regulation compliance, conformance with the Construction Documents, overall functionality of systems, value engineering, constructability, Owner's preferences on systems and fixtures, and Quality Assurance review. Reviews shall include structured, independent reviews of all Construction Documents, to include, but not be limited to, calculations, Drawings, Specifications, BIM coordination documents, schedules, cost estimates and other documents used to convey the design intent. Make recommendations to resolve conflicts.

E. Pricing Format

A.1 Construction Phase

During this phase, the OR shall:

1. Be present at the Project Site to provide Owner's Representation Services.
2. Review GENERAL CONTRACTOR's Subcontractor buy-out packages, confer with GENERAL CONTRACTOR in recommending to Owner a short list of qualified subcontractors for each subtrade, attend Subcontractor Pre-Bid Conferences, attend Subcontract Bid Openings, review GENERAL CONTRACTOR's reconciliation of bids, and provide recommendation to Owner on approval of Subcontractors to receive awards.
3. Review Change Order requests for sufficient back-up, validity, GMP conformance, provide independent cost estimating to validate proposed cost changes, recommend revisions as appropriate, advise Owner of results and make recommendations for approval or denial.
4. Following Design Professional's review of submittals, provide an independent review and advise Owner of any recommended revisions or deviations from the approved Drawings or Specifications. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Coordinate with Owner on the acceptability of substitute materials and equipment proposed. With respect to submittals, the OR shall:
 - a. Review the submittal log maintained by the GENERAL CONTRACTOR for accuracy. Determine if any submittals are potentially negatively impacting the schedule or budget. Advise Owner of status.
 - b. Advise Owner and the GENERAL CONTRACTOR of the commencement of any construction requiring a submittal for which the OR believes the submittal has not been provided or approved.
5. Attend, be an active participant in, meetings with the GENERAL CONTRACTOR, such as Pre-Construction Conferences, Progress Meetings, and other project-related meetings.
6. Review the GENERAL CONTRACTOR's CPM Schedule, schedule of submittals, schedule of values, and cash flow curves and consult with Owner as necessary concerning acceptability and recommended corrective actions.
7. Provide recommendations for value engineering where OR deems it is warranted and/or when requested by Owner.
8. Function in an inspection capacity (not at risk) to observe, evaluate, document, comment upon and ensure the GENERAL CONTRACTOR's adherence to and conformance with the Contract Documents and schedule commitment.
9. Using Owner's file management system, maintain and manage the Owner's Project files during construction to include, at a minimum, the following:
 - a. All communications including, but not limited to, Requests For Information (RFI), submittals, Construction Change Directives, Change Orders, Pay Applications and supporting documentation, audits, reviews, updates, etc.
 - b. Confirm GENERAL CONTRACTORS maintenance of documents at the Project Site. Orderly files, both electronic and hard copy, of correspondence, meeting minutes, reports, reproductions of original Contract Documents, including all Amendments, Construction Change Directives, and Change Orders issued subsequent to the execution of the GENERAL CONTRACTOR's agreement, Construction Documents, including all Drawings and Specifications, clarifications and interpretations of the Contract Documents, progress reports, submittals, photographs, testing and inspection reports, and all other Project related documents.
10. Prepare and maintain a list of names, titles, e-mail addresses and telephone numbers of all main contacts, including key Owner staff, Design Professional's employees, Subconsultants' employees, GENERAL CONTRACTOR's employees, subcontractors, and major suppliers of materials and equipment.

E. Pricing Format

11. Upon completion of the construction phase, coordinate delivery of an original set of all Project documentation to Owner.
12. Review the GENERAL CONTRACTOR's daily reports. Inspections conducted, percent of progress completion of construction activities. OR shall evaluate weather conditions reported and specifically determine whether weather days included in the GENERAL CONTRACTOR's CPM Schedule will be impacted. Indicate discovery of any hazardous environmental conditions or potential changed or unknown site conditions.
13. Furnish to Owner weekly summary reports of issues and progress, including, but not limited to, the GENERAL CONTRACTOR's compliance with the contract documents, schedule, any look-ahead schedules, Project costs to date, estimated cost to complete, QC/QA problems, commissioning issues, etc.
14. Verify on at minimum a weekly basis that notations of changes made during construction are being made by the GENERAL CONTRACTOR on the record copy of the Drawings and Specifications in an accurate and complete manner.
15. Review all tests, inspections, and system start up data, comment on and make recommendations for remedial actions as needed, and furnish copies to Owner.
16. Report immediately to Owner the occurrence of any accidents on or adjacent to the Project site, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, or property damaged by fire, vandalism, theft, or other causes.
17. Verify that the GENERAL CONTRACTOR has obtained all permits required by law prior to commencement of impacted activities.
18. Consider and recommend clarifications of the Contract Documents as appropriate to the timely completion of work and submit to Owner for review and approval prior to transmittal to the GENERAL CONTRACTOR.
19. Consider and evaluate the GENERAL CONTRACTOR's suggestions for modifications to the Drawings and Specifications, and provide recommendations to the Owner.
20. Recommend Construction Change Directives to Owner and Design Professional, as appropriate. Prepare Construction Change Directives and supporting information as required and/or requested by Owner, and submit to the GENERAL CONTRACTOR to complete and issue. Confirm that approved Change Orders are signed by the Owner and the GENERAL CONTRACTOR's.
21. Conduct observations and inspections, coordinate and arrange for Owner's Quality Assurance (QA) Testing and Inspections of the construction in progress, recommend rejection of defective construction. The OR shall:
 - a. Prepare solicitation documents and assist the Owner in selection of an independent testing laboratory and inspection agency to perform Owner's QA activities.
 - b. Accompany inspectors representing Owner, public, or other agencies having jurisdiction over the Project, record the results of these inspections and report to Owner.
 - c. Receive and review all certificates of inspections, tests and approvals required by the Contract Documents, and advise Owner as to the necessity of ordering additional or special inspections or tests. The OR's review shall be for the purpose of determining that the results certified indicate compliance with the GENERAL CONTRACTOR's Quality Control (QC) Program, the overall Project QC/QA plan, and with the Contract Documents.
 - d. Protect Owner's interests with respect to defects and deficiencies in the construction through observation of construction in progress and field checks of materials and equipment. However, the OR shall not, as a result of such observations or field checks, supervise, direct, or have control over construction, nor shall the OR have authority over or responsibility for the means, methods, techniques, sequences or procedures selected or used by the GENERAL CONTRACTOR, for safety

E. Pricing Format

precautions and programs incident to the construction, or for any failure of the GENERAL CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to the GENERAL CONTRACTOR's work, which shall be the sole responsibility of the GENERAL CONTRACTOR.

- e. Review and photographically document the condition of existing infrastructure that will be impacted by the construction of the Project so that any damages by the GENERAL CONTRACTOR's operations can be documented and subsequent repairs made by the GENERAL CONTRACTOR.
 - f. Report to Owner whenever the OR believes that any construction will not produce a complete and functional Project that conforms with the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; advise Owner of any construction, if discovered, that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
22. If the OR observes potential safety problems, they shall promptly be brought to the GENERAL CONTRACTOR's attention; however, the responsibility for site safety shall be the sole responsibility of the GENERAL CONTRACTOR.
23. Review, evaluate and participate in the operational shutdown and restart of any systems impacted by the construction; verify the GENERAL CONTRACTOR's Method of Procedures (MOPs) for installation, demolition, and isolation of impacted systems conform to industry, manufacturers, and professional standard.
24. Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the GENERAL CONTRACTOR maintains records thereof; observe, record and report to Owner the test procedures and startups.
25. Processing GENERAL CONTRACTOR's Applications for Payment and other entity invoices:
- a. OR shall review Applications for Payment and invoices and make recommendations to Owner of amounts to be paid. OR shall review accompanying supporting documentation to ascertain the relationship of the payment requested to the schedule of values, estimated percent of work completed, and Materials and Equipment delivered at the Project Site but not incorporated in the Construction. Reviews shall be promptly completed to allow Owner to make timely payments as required under the Owner's contracts with the entities submitting Applications for Payment or invoices.
 - b. Recommend the amount that the GENERAL CONTRACTOR should be paid on each Application for Payment. Recommendations of payment will constitute the OR's representation to Owner that, to the best of the OR'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 (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and any conditions precedent to the GENERAL CONTRACTOR's being entitled to payment have been fulfilled. OR shall advise Owner and Owner's Auditor of any misrepresentations of construction completion that the OR detects in review the Applications for Payment and supporting documentation;
 - c. After OR completes its review and makes recommendations for payment to the Owner. OR shall forward the Application for Payment and supporting documentation to the Owner for a review of the charges billed. Owner will report any errors discovered during the review to the OR. The OR shall require the GENERAL CONTRACTOR to make compensating corrections in subsequent Applications for Payment. If the entity submitting the Application for Payment or invoice disputes corrections, the OR shall notify the Owner and attempt to resolve the conflict.

E. Pricing Format

26. Secure all required releases, liens, insurance, affidavits, bonds, and waivers from the GENERAL CONTRACTOR as required by the Contract Documents.
27. Upon completion of the construction, the OR shall:
 - a. Review and provide advice regarding maintenance and operating instructions, schedules, receive, collect and organize guarantees, warranties, certificates of inspection, tests and approvals, and marked-up documents including submittals and other data, and Record Drawings which are to be created and assembled by the GENERAL CONTRACTOR and the Design Professional.
 - b. Once the GENERAL CONTRACTOR considers the Work to be substantially complete and requests a Certificate of Substantial Completion, the OR shall coordinate a time with the Owner to mutually inspect the Work and based on the results of the inspection recommend that Owner either issue a Certificate of Substantial Completion or deny the request and provide the reasons for such denial.
 - c. If the OR believes the Work is not Substantially Complete, the OR shall list its concerns for the GENERAL CONTRACTOR to address. The GENERAL CONTRACTOR shall make another request for a Certificate of Substantial Completion once the concerns are addressed.
 - d. If the Work is Substantially Complete, the OR shall recommend Owner issue a Certificate of Substantial Completion and list any items remaining to be completed as Punch List items and set a deadline for such items to be completed or corrected.
 - e. Manage the Punch List, oversee correction of items on the Punch List, document when acceptable and advise Owner if the Work is ready for Initial Acceptance.
 - f. If the Work cannot be completed by the Punch List deadline, the OR shall recommend that Owner revoke the Certificate of Substantial Completion until such time as the Work is completed.
 - g. Upon completion of Punch List items and as requested by the GENERAL CONTRACTOR, the OR shall inspect the Punch List work. If the Work is constructed, tested, permitted, successfully Commissioned and acceptable, the OR shall promptly recommend that Owner grant Initial Acceptance, establish the Date of Final Settlement, recommend to the Owner advertisement of the Notice of Final Settlement, and set the beginning and end dates for the Warranty Construction Period, which shall begin on the Date of Initial Acceptance.
28. The OR shall review the GENERAL CONTRACTOR's final Application for Payment and recommend payment. The OR shall review any receipts, waiver or release of claims and/or liens and account balances. OR shall coordinate final deductive Change Orders to return account balances from the Schedule of Values to the Owner.

E. Pricing Format

6.E.1.2 Hours / 6.E.1.3 Burdened Labor Rates / 6.E.1.4 Additional Expenses

Estimate of Level of Effort Required for Owner's Representation/Construction Management Services for the Town of Frederick Public Works Facility

Category/Item	Total Proposed Cost or Fully Burdened Hourly Cost	Total Estimated Hours	Estimated Fee
Project Manager	\$180.00	742	\$133,560.00
Design Manager	\$180.00	162	\$29,160.00
Estimator	\$180.00	80	\$14,400.00
Total Estimated Fee		984	\$177,120.00

Additional Fully Burdened Costs Proposed (Itemized):

- ◆ Customary expenses are include in hourly rates
- ◆ Mileage to be reimbursed at current IRS/GSA allowable rate
- ◆ Subcontracted Services outside of Owner's Representation to be invoiced at actual cost plus 10%
- ◆ Rates above will be honored through 2025 (anticipated project completion)

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ID	Task Name	Duration	Start	Finish	Cost	Work	2023	2024	2025	2026
1	Town of Frederick - Public Works Maintenance Facility	520 days	9/3/23	8/29/25	\$177,120.00	984 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
2	Public Works Maintenance Facility	520 days	9/3/23	8/29/25	\$177,120.00	984 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
3	Notice to Proceed - Owner's Rep Services	0 days	9/3/23	9/3/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
4	Design Team RFP	60 days	9/4/23	11/24/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
5	Develop Design Team Request for Qualifications (RFQ)	5 days	9/4/23	9/8/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
6	Design Team RFQ Response Period	10 days	9/11/23	9/22/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
7	Design Team RFQ Review	5 days	9/25/23	9/29/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
8	Develop Design Team Request for Proposals (RFP)	5 days	10/2/23	10/6/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
9	Design Team RFQ Shortlist Notification	0 days	10/6/23	10/6/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
10	Design Team RFP Response Period	10 days	10/9/23	10/20/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
11	Design Team RFP Review	10 days	10/23/23	11/3/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
12	Design Team Interviews	5 days	11/6/23	11/10/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
13	Design Team Evaluation	5 days	11/13/23	11/17/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
14	Design Team Selection	0 days	11/17/23	11/17/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
15	Design Team Contract Executed	5 days	11/20/23	11/24/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
16	Project Design and Documentation	200 days	11/27/23	8/30/24	\$72,000.00	400 hrs	Inactivity[25%]	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
17	Programming Verification	20 days	11/27/23	12/22/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
18	Programming Verification Meetings	10 days	11/27/23	12/8/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
19	Programming Submittal	0 days	12/8/23	12/8/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA
20	Programming Review Period	5 days	12/18/23	12/22/23	\$0.00	0 hrs	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA	JFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJASONDJFJFMAMJJJA

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ID	Task Name	Duration	Start	Finish	Cost	Work	2023	2024	2025	
35	Design Development (50%)	23 days	1/30/24	2/29/24	\$0.00	0 hrs				
36		DD Development	15 days	1/30/24	2/19/24	\$0.00	0 hrs			
37		DD Progress Submittal	0 days	2/19/24	2/19/24	\$0.00	0 hrs			
38		DD Review Period	3 days	2/27/24	2/29/24	\$0.00	0 hrs			
39	Design Development (100%)	20 days	3/1/24	3/28/24	\$0.00	0 hrs				
40		DD Development	10 days	3/1/24	3/14/24	\$0.00	0 hrs			
41		DD Progress Submittal	0 days	3/14/24	3/14/24	\$0.00	0 hrs			
42		DD Review Period	5 days	3/22/24	3/28/24	\$0.00	0 hrs			
43	DD Approval	0 days	3/28/24	3/28/24	\$0.00	0 hrs				
44	Construction Documents	111 days	3/28/24	8/30/24	\$0.00	0 hrs				
45		50% Construction Documents	30 days	3/28/24	5/9/24	\$0.00	0 hrs			
46		NTP 50% CD Development	0 days	3/28/24	3/28/24	\$0.00	0 hrs			
47		50% CD Development	20 days	3/29/24	4/25/24	\$0.00	0 hrs			
48	50% CD Progress Submittal	0 days	4/25/24	4/25/24	\$0.00	0 hrs				
49	50% CD Review Period	5 days	5/3/24	5/9/24	\$0.00	0 hrs				
50	90% Construction Documents	35 days	5/9/24	6/27/24	\$0.00	0 hrs				
51		NTP 90% CD Development	0 days	5/9/24	5/9/24	\$0.00	0 hrs			
52		90% CD Development	20 days	5/10/24	6/6/24	\$0.00	0 hrs			
53		90% CD Progress Submittal	0 days	6/6/24	6/6/24	\$0.00	0 hrs			
54	90% CD Review Period	5 days	6/14/24	6/20/24	\$0.00	0 hrs				
55	Revisions from 90% CD Meeting	5 days	6/21/24	6/27/24	\$0.00	0 hrs				
56	100% CDs (permit review comments)	6 days	8/23/24	8/30/24	\$0.00	0 hrs				
57		100% CD Development	5 days	8/23/24	8/29/24	\$0.00	0 hrs			
58		Revisions from 100% CD Meeting	1 day	8/30/24	8/30/24	\$0.00	0 hrs			
59		Planning & Zoning Process (P&Z)	35 days	2/29/24	4/18/24	\$0.00	0 hrs			
60	Planning & Zoning Submittal	0 days	2/29/24	2/29/24	\$0.00	0 hrs				
61	P&Z Review Period	20 days	3/1/24	3/28/24	\$0.00	0 hrs				
62	P&Z Comments Returned	0 days	3/28/24	3/28/24	\$0.00	0 hrs				
63	P&Z Comment Revisions	5 days	3/29/24	4/4/24	\$0.00	0 hrs				
64	P&Z Resubmittal	0 days	4/4/24	4/4/24	\$0.00	0 hrs				
65	P&Z 2nd Review	10 days	4/5/24	4/18/24	\$0.00	0 hrs				
66	P&Z Approval	0 days	4/18/24	4/18/24	\$0.00	0 hrs				
74	General Contractor RFP	80 days	5/10/24	8/29/24	\$0.00	0 hrs				
75		Develop GC Request for Qualifications (RFQ)	5 days	5/10/24	5/16/24	\$0.00	0 hrs			
76		GC RFQ Response Period	15 days	5/17/24	6/6/24	\$0.00	0 hrs			



Town of Frederick Public Works Maintenance Facility Conceptual Program Schedule



ID	Task Name	Duration	Start	Finish	Cost	Work	2023	2024	2025	2026
77	GC RFQ Review	5 days	6/7/24	6/13/24	\$0.00	0 hrs	JFMAMJJASONDJF	JFMAMJJASONDJF	JFMAMJJASONDJF	JFMAMJJASONDJF
78	GC RFQ Shortlist Notification	0 days	6/13/24	6/13/24	\$0.00	0 hrs		6/13		
79	Develop GC Request for Proposals (RFP)	5 days	6/21/24	6/27/24	\$0.00	0 hrs				
80	GC RFP Response Period	15 days	6/28/24	7/18/24	\$0.00	0 hrs				
81	GC RFP Review	5 days	7/19/24	7/25/24	\$0.00	0 hrs				
82	GC Interviews	5 days	7/26/24	8/1/24	\$0.00	0 hrs				
83	GC Evaluation	5 days	8/2/24	8/8/24	\$0.00	0 hrs				
84	GC Selection	0 days	8/8/24	8/8/24	\$0.00	0 hrs		8/8		
85	GC Contract Executed	15 days	8/9/24	8/29/24	\$0.00	0 hrs				
67	Building Permit	40 days	6/27/24	8/22/24	\$0.00	0 hrs				
68	Submit for Permit	0 days	6/27/24	6/27/24	\$0.00	0 hrs				
69	Building Permit Review	20 days	6/28/24	7/25/24	\$0.00	0 hrs		6/27		
70	Receive comments from Building Department	0 days	7/25/24	7/25/24	\$0.00	0 hrs		7/25		
71	Revisions/resubmit response Building Department comments	10 days	7/26/24	8/8/24	\$0.00	0 hrs				
72	Building Permit Review of responses	10 days	8/9/24	8/22/24	\$0.00	0 hrs				
73	Receive Building Permit	0 days	8/22/24	8/22/24	\$0.00	0 hrs		8/22		
86	Construction	240 days	8/30/24	8/1/25	\$103,680.00	576 hrs				
87	Notice to Proceed - Construction	0 days	8/30/24	8/30/24	\$0.00	0 hrs				
88	Mobilization/Submittals/Coordination	10 days	9/2/24	9/13/24	\$0.00	0 hrs				
89	Procure Long Lead Items	60 days	9/16/24	12/6/24	\$0.00	0 hrs				
90	Building Construction	230 days	9/16/24	8/1/25	\$0.00	0 hrs				
92	Earthwork	20 days	9/16/24	10/11/24	\$0.00	0 hrs				
93	On-Site Utilities	30 days	9/23/24	11/1/24	\$0.00	0 hrs				
91	Extension of Off-Site Utilities	20 days	10/14/24	11/8/24	\$0.00	0 hrs				
95	Foundations	20 days	10/14/24	11/8/24	\$0.00	0 hrs				
94	Off-Site Utility Extensions	30 days	11/11/24	12/20/24	\$0.00	0 hrs				
96	Building Structure	35 days	12/9/24	1/24/25	\$0.00	0 hrs				
98	Wall Enclosure	20 days	1/27/25	2/21/25	\$0.00	0 hrs				
99	Roof Enclosure	20 days	2/24/25	3/21/25	\$0.00	0 hrs				
97	Exterior Finishes	20 days	3/24/25	4/18/25	\$0.00	0 hrs				
100	Interior Finishes	60 days	3/24/25	6/13/25	\$0.00	0 hrs				
101	Site Paving	20 days	3/24/25	4/18/25	\$0.00	0 hrs				
102	Site Improvements	15 days	4/21/25	5/9/25	\$0.00	0 hrs				
103	Landscape & Irrigation	10 days	5/12/25	5/23/25	\$0.00	0 hrs				

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ID	Task Name	Duration	Start	Finish	Cost	Work	2023	2024	2025	2026
104	Furniture, Fixtures and Equipment	10 days	6/16/25	6/27/25	\$0.00	0 hrs	JFMAMJJASONDJF	JFMAMJJASONDJF	JFMAMJJASONDJF	JFMAMJJASONDJF
107	Signage	5 days	6/16/25	6/20/25	\$0.00	0 hrs				
105	Final Inspections/Certificate of Occupancy	5 days	6/30/25	7/4/25	\$0.00	0 hrs				
106	Equipment Installation	10 days	6/30/25	7/11/25	\$0.00	0 hrs				
108	Special Systems/Network Programming	10 days	6/30/25	7/11/25	\$0.00	0 hrs				
109	Startup and Commissioning	10 days	7/14/25	7/25/25	\$0.00	0 hrs				
110	Move from Existing Facility	5 days	7/28/25	8/1/25	\$0.00	0 hrs				
111	Facility Operational	0 days	8/1/25	8/1/25	\$0.00	0 hrs				
112	Project Financial Reconciliation/Closeout	20 days	8/4/25	8/29/25	\$1,440.00	8 hrs				
113	Program Complete	0 days	8/29/25	8/29/25	\$0.00	0 hrs				

E. Pricing Format

Additional Services Proposal for Programming and Test Fit of Frederick Public Works Facility

Category/Item	Total Proposed Cost or Fully Burdened Hourly Cost	Total Estimated Hours	Estimated Fee
Project Manager	\$180.00	10	\$1,800.00
Design Manager	\$180.00	30	\$5,400.00
Estimator	\$180.00	12	\$2,160.00
Total Estimated Fee		52	\$9,360.00

Additional Fully Burdened Costs Proposed (Itemized):

- ◆ Customary expenses are include in hourly rates
- ◆ Mileage to be reimbursed at current IRS/GSA allowable rate
- ◆ Subcontracted Services outside of Owner's Representation to be invoiced at actual cost plus 10%
- ◆ Rates above will be honored through 2025 (anticipated project completion)

Optional Additional Service

Our team is prepared to provide Programming, Site Assessment and Test-Fit Planning immediately upon starting work on this project. We believe that hitting the ground running is the best way to meet your schedule and budget goals.

Project Definition: Our experience shows that the smart money, time and effort is in Project Definition. The better the definition — and its communication — the more these driving factors become embedded in the project design process. To ensure a project gets started off on the right foot, the definition should include at least 10 items:

1. Programming & Project Requirements
2. Vision & Goals
3. Budget; Hard Costs, Soft Costs & Owner
4. Quality, Standards and Design Criteria
5. Context
6. Required Approvals
7. Standards & Compliance
8. Owner's Representation
9. Construction Procurement Method
10. Schedule & Work Plan

Well prepared and thorough Project Definitions give clients an advantage in procuring design and construction services, winning competitive proposals, and communicating their vision.

Property Assessment: Assessing existing properties takes a practiced eye, not only to understand its current value – but to uncover its potential. An existing asset has a past, present and future. In order to communicate this potential and value, a thorough assessment should include; existing conditions observations, assessment of deferred maintenance & required improvements, code & zoning studies, reuse studies and most importantly future potential.

Test-Fit Planning: We would propose to develop a project specific Program that includes not only space needs, adjacencies and function, but also design standards, future considerations, phasing, etc. Part of this Programming would also include Test-Fit Planning of the Site and Building(s). This level of Project Definition will allow the designers to not only fine-tune their fee proposals, but accelerate their delivery. In addition, it can be used as Master Planning for the facilities long term future.

An example of the Programming, Site Assessment, and Test-Fit Plan for the City and County of Denver's Rosedale Maintenance Facility can be found on pages 40-46.



Completed Rosedale Maintenance Facility.



CAPITAL IMPROVEMENTS PROGRAMMING / BASIS OF DESIGN

ROSEDALE MAINTENANCE FACILITY

Prepared For:

Denver Parks and Recreation

June 7, 2019

Contents:

- Programming
- Test Fit Site Plan
- Work Plan / Conceptual Schedule
- Conceptual Budget / Opinion of Probable Costs
 - Cost Estimate Worksheets
- Assessment Reports
 - 2014 "Voluntary Assessment Report"
 - 2012 "Maintenance Facility Improvements Study", pgs 63-68

1979 W. LITTLETON BLVD
LITTLETON, CO 80120
303.482.1321
WWW.DUNAKILLY.COM
INFO@DUNAKILLY.COM

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LITTLETON, CO 80120
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DENVER PARKS & RECREATION

Rosedale Maintenance Facility

Programming, Capital Improvements

DRAFT - May, 2019

Reference & Context:

Site is located at 2349 South Logan Street, at the periphery of Harvard Gulch Park.
Property is zoned OS-A (Open Space, Forms as approved by City Council)

The Rosedale / Southwest Satellite Facility currently includes:

- Single story, 4,731 SF structure, circa 1930's.
- Single story, 3,200 SF pole barn structure, equipment canopy
- Parking & Equipment yard, approximately 30,000 SF of asphalt paving

Reference documents:

- 2014 "Voluntary Assessment Report"
- 2012 "Maintenance Facility Improvements Study", pages 63 - 68
- May 15, 2019 Programming meeting with DPR Staff

Office of Sustainability; Building projects under 5,000 SF – LEED NC Gold certification

Vision:

This location has been identified to become the Headquarters for the Southwest District.

Primary Functional Needs:

Headquarters Office - DPR standard office space to accommodate up to 60 employees with appropriate amenities. Space needs are outlined in the table below.

Maintenance Operations – Equipment storage and maintenance, material storage, shop space, equipment parking, and bulk material bins.

Improvements / Property Maintenance Needs:

The existing facility will likely fulfill the Maintenance Operations needs for this location.

Improvements to the existing facility include, refer to Assessment Reports:

- Improve the security of the existing property to address trespassing and vandalism. Additional fencing is required to prevent access to the roofs, break-ins, tagging, etc. for the existing buildings. Provide gates for the existing equipment canopy. Update security cameras & system.
- Provide bulk materials bins
- Provide eye wash & chemical shower for the Maintenance & Equipment facility
- Provide storage cabinet for flammable / hazardous materials storage
- Provide masonry repair for the existing stone buildings; tuck pointing, repair concrete lintels
- Address groundwater seepage into existing stone buildings / repair damage
- Address basement flooring in the existing stone buildings

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Dunakilly (dun-ah-kill-ee) - A Gaelic phrase meaning 'A castle in the woods'. We strive to exhibit that strength & constancy in all we do. Through a fortified guarantee we represent your interest with excellence and stability.

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DENVER PARKS & RECREATION

- Provide Fire Alarm system in the existing buildings
- Replace the electrical panels in the existing buildings
- Update HVAC systems for the existing buildings
- Update Plumbing systems for the existing buildings
- Repair the existing paving
- Address Accessibility for the existing buildings and site

Space Needs:

Headquarters Space Needs	Type	Space Need	
	SF/Quan	Emp	SF
Office:		61	2,388
Superintendent, Office	140	1	140
Supervisors, Office	120	3	360
Administrative, Workstation	64	1	64
Staff, Workstation	64	15	960
Ranger, Workstation	64	1	64
Field Staff, Carrels	20	40	800
	0	-	-
Core Spaces:			1,330
Lobby / Reception	80	1	80
Toilet Rooms	40	3	120
Toilet Room w/ shower	60	1	60
Locker Rooms	100	2	200
Coffee Bar	40	1	40
Print / Copy / Mail	60	1	60
Day Room, Break Room, Training	500	1	500
Utility / Mechanical	60	1	60
Tele / Data / Network	60	1	60
Storage / Records	120	1	120
Janitor	30	1	30
Subtotal			3,718
Office Circulation Multiplier	20%		744
Total Area			4,462

Site: Provide additional site / yard space to accommodate:

- Parking for staff & visitors
- Bulk Material Bins, 4-5 at 12'x15' ea.
- Wash Bay, 20' x 30'
- Two-way access drive with secured entry

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E. Pricing Format



1979 W. LITTLETON BLVD
LITTLETON, CO 80120
303.482.1321
WWW.DUNAKILLY.COM
INFO@DUNAKILLY.COM

DENVER PARKS & RECREATION

Proposed Development Approach:

Attached Test Fit illustrates the conceptual approach to addressing the functional needs of the programming.

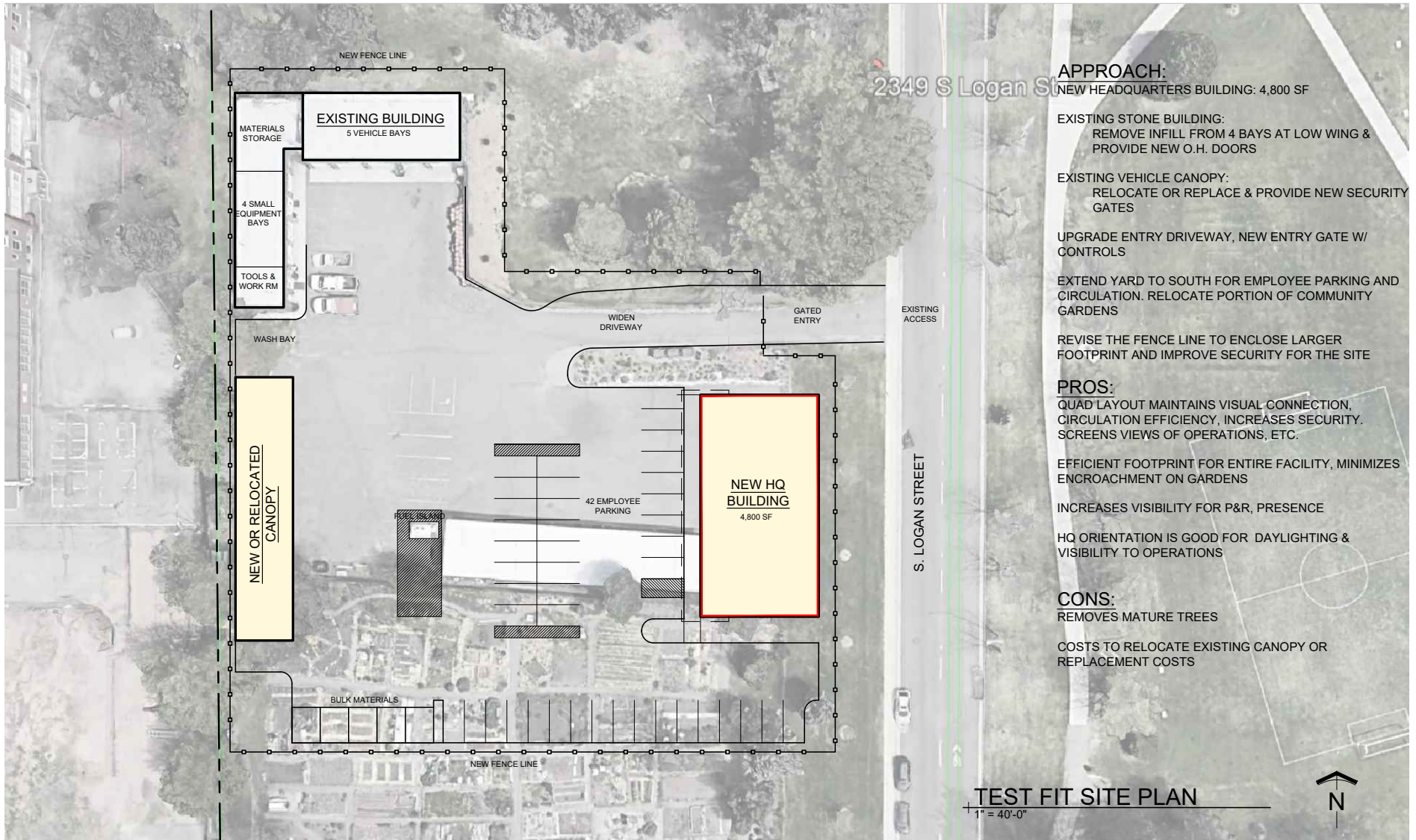
Generally, the approach is to:

- Renovate the existing facilities to accommodate the Maintenance Operations needs. This includes addressing the improvements and deferred maintenance items address in the property assessments. (Reroofing has already been completed)
- Expand the site and construct improvements and new functional needs, as well as develop a pad site for a new building
- Construct a new Headquarters Building

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 303-482-1321

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Rosedale Maintenance Facility
 2349 S. LOGAN STREET | DENVER, COLORADO
 Denver Parks & Recreation

TEST FIT
 'B'
 May, 2019

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Rosedale Maintenance Facility

Work Plan for Design & Entitlements (Site Development Plan):

Duration:	Task:
4 weeks	Due Diligence; • Verify programming for the facility • Verify budget / funding • Collect Owner provided materials: Title work, Survey (Commission survey, geotechnical, environmental, etc.) • (Commission Traffic study) • Develop RFP for Design Services (Public Works)
3 weeks	Publish RFP for Design Services
4 weeks	Contract for PM & Design > Kick-off Meeting
3 weeks	Develop Concept Design Concept Review Submittal documents > Submit
2 weeks	Owner review of Concept Design Introductory Review Meeting with City staff
4 weeks	Design Team to develop Schematic Design
1 week	Owner review of Schematic Design
4 weeks	Design team to develop Design Development & Site Development Plan submittal documents
3 weeks	City Review of application (by Administrative Staff)
2 weeks	Resubmittal of application Design team to develop Construction Documents (concurrent to 2 nd review)
2 weeks	City Review of application (by Administrative Staff)
2 weeks	Final submittal > recordation
2 weeks	Design team to complete CD's for Building Permit application and Bid/RFP to General Contractors
8 - 12 weeks	Plan Review by Building department Bid period by General Contractors
2 weeks	Bid/RFP review by the Owner
4 weeks	Contractor negotiation / contracting Complete Building permit Design Team to finalize Construction Drawings
50-54 weeks	NOTICE TO PROCEED

Estimated Construction Schedule:

2 weeks	Mobilization, Demolition, Site Staging
30 weeks	Construction
2 weeks	FF&E, Commissioning, Punchlist
1 weeks	Move-in
35 weeks	OCCUPANCY

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DENVER PARKS & RECREATION

Rosedale Maintenance Facility

Conceptual Budget / Opinion of Probable Costs:

The Opinion of Probable Cost was developed based on our experience with Denver Parks & Recreation, historical costs and cost indexes, and our professional assessment of the work represented by the programming level information available.

The Opinion is supplied only for the guidance of the Client in evaluating the merits of the proposed project.

Consultant has no control over the cost of labor and material, competitive bidding, or market conditions

The Opinion is based on Consultant's recent experience and adjusted to accommodate factors known to the Consultant at the time the Opinion is prepared

Due to these factors we cannot guarantee the accuracy of the Opinion as compared to actual bids or cost to the Client

Summary:

The Conceptual Budget for the combined scope of work: **\$3,823,431**

The scope of work was estimated in three distinct descriptions:

- New Headquarters Building: \$1,814,187
- Renovations to Existing Building: \$537,634
- Site Work / Site expansion: \$643,686

Project Management Plan Requirements:	\$827,925
Total:	\$3,823,431

Supportive Information:

The attached estimating worksheets were used to develop the Opinion of Costs and illustrate the assumed scope of work, construction types, design fees, indirect / soft costs, etc. The worksheets also indicate known / assumed Owner costs and Owner provided items, though not all costs may have been captured.

The worksheets include contingencies where suggested and as appropriate to the level of information known at this time, and with an unknown schedule.

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Town of Frederick, Colorado
PROFESSIONAL SERVICES AGREEMENT
Independent Contractor
Time & Materials -- Not to Exceed Contract

Projects/Services Names: **Owner's Representative Project Management and/or Construction Management Services – Frederick Public Works Facility**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between **DUNAKILLY MANAGEMENT GROUP CORP.**, a Colorado corporation, located at 1979 West Littleton Boulevard, Littleton CO, 80120 ("**Consultant**"), and the **TOWN OF FREDERICK, COLORADO**, a statutory town of the State of Colorado organized and existing pursuant to Title 31, Article 1, Section 203 and Article 4, Part 3 of the Colorado Revised Statutes. ("**Owner**"), located at 401 Locust Street, Frederick, CO 80530. The Owner and the Consultant are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS AND REPRESENTATIONS

WHEREAS, the Owner has determined that it would be appropriate to retain an Owner's Representative/Project Manager to represent the Owner and protect its interests with respect to the construction of new Fire Station 5 and the Administration remodel (the "**Project(s)**"); and

WHEREAS, the Consultant has represented to the Owner that it has expertise and experience with management of construction Projects as an Owner's Representative/Project Manager, and that it has expertise and experience with new construction of Public Works Facilities; and

WHEREAS, the Owner desires to engage the Consultant as its Owner's Representative/Project Manager for the Projects pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1.0 CONSULTANT'S BASIC SERVICES

1.1 The Basic Services of the Consultant are generally referred to as the "**Services**". The Consultant shall perform the Services in accordance with this Agreement. All Services provided by the Consultant related to the Projects shall be rendered on behalf of, and for the benefit of, the Owner.

1.1.A More specifically, the Consultant shall become fully acquainted with all documents and information related to the new construction of the Projects. The Consultant shall request from the Owner and the design team, to be determined, and other persons or entities involved with the Projects, plans, contracts, documents, including revisions and amendments, and other information the Consultant, based on the Consultant's professional experience, with which an Owner's Representative/Project Manager would reasonably be expected to perform the Services.

F. Standard Agreement

1.1.B Consultant shall review the contract between the Owner and the Architect and will represent the interests of the Owner with respect to the services to be provided by the Architect. The Consultant also shall review the contract between the Owner and the General Contractor and will represent the interests of the Owner with respect to the services provided by the General Contractor, its suppliers, and sub-contractors; and the Consultant shall review the construction drawings and plans, including any changes or revisions.

1.1.C The Consultant shall review the Projects budget, including any changes and revisions to the Projects budget, and the Consultant will periodically advise the Owner if the Consultant reasonably believes the Projects is proceeding in a manner that it will be completed within budget, and the Consultant will promptly advise the Owner if it appears that one or both of the Projects is, or is likely to be, over budget.

1.2 The Consultant shall provide the Services in a timely, professional, and diligent manner.

1.3 The Consultant will promptly inform the Owner of any ambiguities and uncertainties related to the Consultant's performance of the Services, including any ambiguities and uncertainties related to obligations of the Architect, General Contractor, or Owner.

1.4 The Consultant will communicate with the Owner, General Contractor and Architect as needed to assure concerns and issues that arise during the constructions are resolved in a timely manner.

1.5 The Consultant will observe and inspect the work as it progresses. The Consultant will promptly advise the Owner if it appears that the work is not being done according to the construction plans, or if the work does not appear to be done in a timely, good, and workmanlike manner.

1.6 The Consultant shall be present onsite to observe the work as necessary to perform the Services, and the Consultant will be onsite when reasonably requested by the Owner, General Contractor, or Architect.

1.7 The Consultant shall be responsible for knowing when inspections will be conducted, and the Consultant will be present during inspections when, in the reasonable judgement of the Consultant, it is appropriate to observe the inspection.

1.8 The Services shall include inspections of each Project after completion. It is anticipated that there will be at least two post-completion inspections of each Project with the Owner and General Contractor approximately 11 months and 23 months after completion of each Project. It also is anticipated the initial inspection will include the Architect; however, a post-completion inspection with the Architect may be separate from the initial inspection with the General Contractor, and if so, the Services also will include being present for the post-completion inspection with the Architect.

1.9 The Consultant shall promptly comply with requests by the Owner to access, review, and copy any documents, plans, records, including electronically stored documents and information, in the possession or control of the Consultant related to the Projects and/or the Consultant's performance of its Services pursuant to this Agreement.

F. Standard Agreement

1.10 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and resolutions ("***Applicable Law***").

1.11 The Consultant shall be responsible, at the Consultant's expense, for obtaining, and maintaining all licenses and permits necessary to perform the Services.

2.0 STANDARDS OF PERFORMANCE.

2.1 In performing the Services, the Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Consultant represents to the Owner that the Consultant is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by Applicable Law) and that the Consultant, and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

2.2 Services provided by Consultant shall be consistent with the Consultant's ***August 4, 2023***, proposal ("***Proposal***").

3.0 CONSULTANT IS AN INDEPENDENT CONTRACTOR.

The Consultant shall perform the Services as an independent contractor. The Owner shall not direct the Consultant with respect to the manner in which the Consultant performs the Services. The Owner and the Consultant have not entered into a partnership, joint venture, or employer/employee relationship. The Owner shall not be obligated to secure, and shall not provide, workers' compensation or any other insurance coverage for the benefit of the Consultant or any of its employees or subcontractors, nor will the Owner provide employment benefits to, or for, the benefit of the Consultant or the Consultant's employees, sub-contractors, contractors, agents, or representatives. The Consultant shall be responsible for providing all reasonable and necessary insurance coverages and employee benefits, including but not limited to, local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors, and omissions insurance; or retirement account contributions to the extent required by law and as the Contractor deems appropriate.

4.0 AUTHORIZED REPRESENTATIVES

The Consultant's Authorized Representative for the Projects is ***Rob Deevy***. Other representatives of the Consultant may make decisions on behalf of the Consultant, but ***Mr. Deevy*** is the representative of the Consultant authorized to make significant decisions or commitments on behalf of the Consultant regarding the Services. The Owner's Authorized Representative is ***Allan Issac***. Other representatives of the Owner may make decisions on behalf of the Owner, but ***Mr. Issac*** is the representative of the Owner authorized to make significant decisions or commitments on behalf of the Owner.

5.0 COMPENSATION

5.1 Fee for Basic Services – Not-to-Exceed Amount. The Basic Services shall be provided on a not-to-exceed basis. The agreed upon not-to-exceed amount is \$XXXXXX. The Consultant's Schedule of Fees and Charges applicable to the Basic Services is attached as ***Exhibit***

F. Standard Agreement

1. The Fees and Charges (collectively, “**Charges**”) will be calculated using the schedule set forth in Exhibit 1. Any increase in the not-to-exceed amount must be approved by the Owner in advance and in writing. The Consultant shall notify the Owner promptly if the Consultant has a reasonable basis to believe the Charges will be more than the "not-to-exceed" amount, and the Consultant shall not provide a charge for Services beyond the "not-to-exceed" amount without prior written approval. Material changes to one or both of the Projects, including without limitation, changes in Applicable Law, or other circumstances beyond the Consultant's control, may be a basis for an equitable adjustment of the not-to-exceed amount.

5.2 Additional Services. The Owner may, in writing, request the Consultant to provide Additional Services not included in the Basic Services. Any Additional Services must be approved in writing and in advance. Charges for any Additional Services shall be determined pursuant to the Schedule of Fees and Charges attached as Exhibit 1.

5.3 Reimbursable Expenses. The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Owner without any administrative mark-up:

5.3.A Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense).

5.3.B Printing and Photocopying Related to the Services.

5.3.C Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents).

5.4 Non-reimbursable Costs, Charges, Fees, or other Expenses. Any fee, cost, charge, or expense incurred by the Consultant not expressly authorized by this Agreement shall be a non-reimbursable cost and shall be paid by the Consultant.

5.5 Subcontractor Charges. Any subcontractor expense incurred by the Consultant that reflect a change in an invoice submitted to the Owner shall be supported by the subcontractor's invoice and must be attached to the Consultant's monthly invoices. Subcontractor's invoices will be invoiced at actual cost plus 10% fee. All charges by subcontractors shall be paid by the Consultant.

5.6 Payment Processing. The Consultant shall submit invoices and requests for payment in a form acceptable to the Owner. Invoices shall be generated for the Services provided on each Project for the previous calendar month by the 10th day of the month following. Invoices shall be separated by Project, shall itemized, and must contain sufficient information that the Owner can understand the specific work that was done for each Project for which payment is requested. Invoices shall separate any amounts billed for Additional Services from billings for Basic Services and reimbursable expenses. Invoices must identify work performed by subcontractors, and the Consultant's invoices to the Owner for payment related to Consultant's subcontractors shall be deemed to be certification by the Consultant that the subcontractor has been paid by the Consultant.

Invoices also should separately set forth any reimbursable expenses for a Project for which the Consultant seeks payment. Copies of receipts or billings to the Consultant related to reimbursable expenses shall be attached to the invoices.

F. Standard Agreement

Following receipt of each invoice, the Owner shall promptly review the invoice, and the Owner will promptly bring any questions or concerns regarding Consultant's invoices to the attention of the Consultant in a timely manner.

Invoices from the Consultant shall be due upon submission and the undisputed portion of an invoice shall be paid no later than 30 days from the date of submission.

6.0 TERM AND TERMINATION

6.1 Term. This Agreement will become effective on the last Party signs this Agreement. The Consultant's obligation to provide Services shall end when both of the Projects are complete and all of the Basic Services to be provided by the Consultant are completed, including all post-completion inspections.

6.2 Consultant Termination for Breach. The Consultant shall not unilaterally delay, postpone, suspend, or terminate performance of the Services prior to completion of the Projects. The Consultant may terminate its Services upon the Owner's breach of this Agreement which Owner fails to cure, or make substantial progress toward curing, within ten (10) business days of the Owner's receipt of notice of the breach from the Consultant.

6.3 Owner May Terminate Without Cause or for Breach. The Owner may terminate this Agreement upon the Consultant's breach of this Agreement which the Owner fails to cure, or make substantial progress toward curing, within ten (10) business days of the Owner's receipt of notice of the breach from the Consultant. The Owner also may terminate this Agreement without cause upon at least ten (10) business days prior to the date of termination. If the Owner exercises its right to terminate this Agreement:

6.3.A The Consultant shall provide no Services after receipt of a written notice of termination, except as necessary to preserve work already done on the Projects, and except any Services authorized in the notice of termination;

6.3.B All documents, plans, budget information and all other written information, finished or in progress, in paper or electronic form, including field notes prepared by, and in the possession or control of, the Consultant, related to the Projects, shall be delivered to the Owner or its designee, including any successor Owner's Representative/Project Manager; and

6.3.C Consultant shall submit to the Owner a final accounting and invoice for any undisputed amounts owing for Basic and/or Additional Services and reimbursable expenses. Consultant's final accounting and final invoice shall be delivered to the Owner within thirty (30) calendar days of the date of any notice of termination.

7.0 NOTICES

All notices, including any notice of termination, shall be addressed to the attention of the person signing this Agreement on behalf of the other Party and shall be mailed or hand delivered to the address shown below. A copy of the notice also shall be mailed, or hand delivered to the attention of the Authorized Representative of the other Party at the address below. Notices shall be deemed to be received upon delivery if hand delivered, or within forty-eight (48) hours if the notice is deposited in the United States mail. Notices sent by mail shall be postage prepaid,

F. Standard Agreement

registered or certified with a return receipt requested. Notices given by hand delivery may be delivered by a reputable courier service (e.g., FedEx, UPS, DHL, etc.)

8.0 INSURANCE

8.1 Insurance Generally. The Consultant shall obtain and shall continuously maintain the following insurance (the "**Required Insurance**"):

8.1.A Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Owner as a Certificate Holder.

8.1.B Comprehensive General Liability insurance coverage in an amount deemed sufficient by the Consultant to meet or exceed the Consultant's projected liability for the Services and any minimum statutory and legal obligations arising under this Agreement.

8.1.C Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars

8.1.D (\$1,000,000) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interest provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Owner as Certificate Holder and name the Owner, and its elected officials, officers, employees, and agents as additional insured parties.

8.1.E Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Owner as a Certificate Holder.

The Required Insurance shall be procured from and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant.

8.2 Additional Requirements for Consultant's Insurance. In addition to specific insurance requirements imposed above, the insurance procured and maintained by the Consultant shall conform to the following:

8.2.A Policies of insurance obtained by the Consultant shall be primary insurance, and any insurance carried by the Owner shall not be identified as excess or contributory. The Owner is not required to obtain or maintain any insurance for any claim, damage, or loss arising from or related to the Services provided by the Consultant.

8.2.B The Consultant shall be solely responsible for any and all deductibles and any deductible losses.

F. Standard Agreement

8.2.C No policy of insurance obtained by the Consultant shall contain an exclusion for bodily injury or property damage.

8.2.D Policies of insurance obtained by the Consultant shall provide that the Owner will receive notice no less than thirty (30) days prior to any cancellation, termination, or material change in such policy.

8.2.E The Owner and Consultant shall reasonably cooperate with respect to any claims that may be made under any insurance policy obtained by the Consultant.

8.3 **Failure to Obtain or Maintain Insurance.** Any failure of the Consultant to obtain or continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits, set forth above, shall constitute a material breach of this Agreement. The Owner may terminate the Services of the Consultant, or elect to procure replacement insurance, or pay to renew Consultant's insurance policy and/or extend a claims reporting period and may pay any and all premiums necessary to do so. The Consultant shall reimburse the Owner for any amount paid by the Owner related to obtaining, maintaining, or extending insurance coverage the Consultant is required to provide.

8.4 **Insurance Certificates.** Prior to commencement of the Services, the Consultant shall submit to the Owner Certificates of Insurance for all Required Insurance. The Certificates of Insurance shall reference the Project "***Town of Frederick, Colorado – Public Works Facility Construction.***" The Owner may request, and the Consultant shall provide within three (3) business days of the request, a current certified copy of any policy of insurance the Consultant is required to provide. The Owner may, at its election, withhold payment for Services until reasonable proof of the Required Insurance is provided.

9.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and/or documents prepared specifically for one or both of the Projects, whether prepared by the Consultant or other person, shall be the property of the Owner and shall not be subject to any copyright. Materials, methodology and proprietary work used by the Consultant that were not specifically created for one or both of the Projects may be protected by a copyright held by the Consultant, and the Consultant will own the documents and all rights granted by any copyright.

10.0 CONFLICT OF INTEREST – GOVERNMENTAL ENTITY CONSIDERATIONS

10.1 The Consultant is not required to provide exclusive services to the Owner; however, the Consultant shall refrain from providing services to other persons, firms, or entities if doing so would reasonably interfere with timely providing the Services to the Owner, or if doing so would be reasonably viewed as creating a conflict of interest.

10.2 The Consultant shall not offer or provide anything of value to any official or employee of the Owner, and understands and acknowledges that the Owner is a public entity, and that providing anything of value to an official or employee of the Owner may place the official or employee in a position of violating his/her public trust as set forth in C.R.S. § 24-18-109, as amended, and/or the Owner's rules, policies and procedures.

11.0 REMEDIES

11.1 The Consultant shall have the right to pursue any remedy it may have at law or in equity.

11.2 Without limiting the remedies available at law and in equity, the Owner may exercise the following remedial actions if the Consultant is in breach of this Agreement:

11.2.A Suspend the Consultant's performance pending necessary corrective action as specified by the Owner without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

11.2.B Withhold payment to the Consultant until the necessary Services or corrections in performance are satisfactorily completed; and/or

11.2.C Deny payment for those Services which have not been satisfactorily performed and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the Owner; and/or

11.2.D Terminate this Agreement or the Services to be provided pursuant to this Agreement.

The foregoing remedies are cumulative and the Owner, at its sole discretion, may exercise any or all other remedies it may have at law or in equity.

12.0 MISCELLANEOUS PROVISIONS

12.1 No Waiver of Rights. A waiver by either Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Owner's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Owner except in writing signed by the Owner or by a person expressly authorized to sign such waiver by resolution of the Owner, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

12.2 Affirmative Action. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, ancestry, hair texture, hair type or protective hairstyles commonly associated with race, religion, national origin, ancestry, gender, sex, pregnancy, marital status, military status, age, genetic information, family responsibilities, disability, sexual preference or orientation, transgender status, membership or other status in any other group protected by applicable law. Consultant will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, creed, color, ancestry, hair texture, hair type or protective hairstyles commonly associated with race, religion, national origin, ancestry, gender, sex, pregnancy, marital status, military status, age, genetic information, family responsibilities, disability, sexual preference or orientation, transgender status, membership or other status in any other group protected by applicable law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

F. Standard Agreement

12.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment, which can only occur in compliance with Section 12.8 below.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to, nor shall it create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary.

12.5 TABOR. The Parties understand and acknowledge that the Owner is subject to Article X, § 20 of the Colorado Constitution ("**TABOR**"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple-fiscal year direct or indirect debt or financial obligation within the meaning of TABOR; therefore, notwithstanding anything in this Agreement to the contrary, all financial obligations of the Owner are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Owner's current fiscal year ending upon the next succeeding December 31. Financial obligations of the Owner payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Owner, and other Applicable Law. Upon the failure to appropriate such funds, this Agreement shall be deemed to have been terminated without any liability to the Owner except for any remaining previously appropriated funds for the then-current year.

12.6 Contract Interpretation. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

12.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

12.8 Assignment and Release. The Consultant may retain subcontractors; however, all or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Consultant without the prior written consent of the Owner. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved in writing by the Owner. No assignment shall release the Consultant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

12.9 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

12.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and must be signed by both the Owner and the Consultant. Course of dealing, no matter how long, shall not constitute an amendment to his Agreement.

F. Standard Agreement

12.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance shall not affect the validity of any other provision of this Agreement.

12.12 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

12.13 Governmental Immunity. This Agreement is not intended to be, and shall not be construed as, a waiver of the limitations on liability and damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, Owner and its current and former directors, officers, employees, and volunteers under federal or State law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

12.14 Attorneys' Fees. In any civil action or proceeding arising from or in any manner relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order, or award.

12.15 Applicable Law – Jurisdiction and Venue. In the event of a dispute related to this Agreement and/or the Services, the law of Colorado will apply. The exclusive jurisdiction and venue for civil action arising from or in any manner relating to this Agreement shall be the Town Court for Weld County, State of Colorado.

12.16 Execution. This Agreement may be executed in counterparts by facsimile or electronic pdf, all of which shall constitute one valid and binding instrument.

TOWN OF FREDERICK, COLORADO

By: _____

_____, _____ Date

DUNAKILLY MANAGEMENT GROUP CORP.

By: _____

_____, Principal Date

G. Signed Declaration

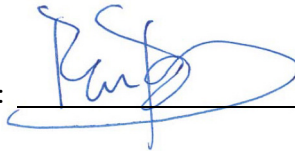
The undersigned declares that they have carefully examined the RFP, the site, and all provided documentation for the bidding of Owners Representative Construction Management Services for the Town of Frederick Public Works Facility. Signature below acknowledges understanding of and ability to comply with all items in the bid proposal. If there are any differences concerning the specifications, those differences will be resolved in favor of the Town.

Contractor Name: **Dunakilly Management Group**
Business Address: **1979 W. Littleton Blvd., Littleton, CO 80120**
Business Telephone: **303.482.1321**
Business E-Mail: **deevy@dunakilly.com**
Contact Person: **Rob Deevy**
Date Bid Submitted: **August 4, 2023**

CONTRACTOR'S AUTHORIZED SIGNATURE

The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Owner's Representative Construction Management Services for Town of Frederick Public Works Facility does hereby offer to provide such items and perform services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.

Authorized Signature of Contractor: _____



Printed Name: **Rob Deevy** _____

Company Name: **Dunakilly Management Group** _____

Date: **August 4, 2023** _____



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

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

Central Weld County Water District Contract Addendum

Agenda Date: Town Board Meeting – October 24, 2023

Attachments:

- a. Proposed CWCWD Contract Addendum
- b. Resolution 23-R-44

Finance Review: _____
Administrative Services

Submitted by: _____
Sarah Watson
“Civil Engineer II”

Approved for Presentation: _____
Bryan Ostler
Town Manager

☐ Quasi-Judicial

☐ Legislative

☐ Administrative

Strategic Plan Alignment:

This item is in line with the Strategic, Reliable & Sustainable Infrastructure Goal.



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

Summary Statement:

The Central Weld County Water District has sent the Town an addendum to the contract for treatment and delivery of potable water to the Town. This addendum will decrease the surcharge or assumed loss factor from 20% to 12%.

Built on What Matters.

Detail of Issue/Request:

Staff met with the Manager of Central Weld County Water District in July to discuss an upcoming contract change in response to the terms that CWCWD and Firestone agreed to in their recent court case. CWCWD has sent the Town an addendum to the 1988 Contract. This addendum lowers the surcharge on the water treated for the Town from 120% to 112%. The surcharge is added to the amount of water metered to the Town. This number is then used as the volume of water treated for the Town, and thus that amount of water is what was considered used by the Town.

The decrease in the surcharge allows the Town to make use of more of its water. At the higher rate, CWCWD was calculating that the water delivered to the Town plus a 20% surcharge is the amount of water that was treated at the Carter Lake Filter Plant for Frederick. Lowering the surcharge to 12% means that the Town is going to be able to make use of 8% more of its potable water, about 360 CBT units.

The Town's Water Supply Plans use a water loss factor of 25%, which is comprised of the 20% surcharge, which is CWCWD assumed losses, and a 5% assumed loss within the Town's infrastructure. With the decrease in the CWCWD assumed losses, the Town can now project the losses from treatment to our customers as 17%. Staff has discussed with Element Water Consulting the need for an update to the Water Supply Plans to address this change.

This contract addendum is proposed to be effective November 1, 2023. This beginning date is important because the Town is required to provide water to CWCWD for treatment in the 2024 water year in November.

Legal Comments:

The Town Attorney has reviewed the contract addendum and prepared the resolution for approval.

Alternatives/Options:

The Town may decide to not approve the contract addendum.

Financial Considerations:

The reduction in the loss factor will increase the water available to the Town for consumptive use and reduce the amount of water the Town will need to purchase to meet existing commitments.

Staff Recommendation:

Staff recommends approving the contract addendum.

**ADDENDUM TO AGREEMENT BETWEEN FREDERICK AND CENTRAL WELD
COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER
SERVICE**

THIS ADDENDUM TO AGREEMENT BETWEEN FREDERICK AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE (the "Addendum") is dated effective as of the 1st day of November, 2023 (the "**Effective Date**"), by and between the **TOWN OF FREDERICK** (the "Town") and **CENTRAL WELD COUNTY WATER DISTRICT** (the "District"), and amends and supplements the Agreement Between Frederick and Central Weld County Water District Concerning Domestic Potable Water Service dated October 20, 1988 (the "Agreement") between the Town and the District. The Town and the District may be referred to herein collectively as "the Parties."

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water to the customers of the District for domestic purposes, in the County of Weld, State of Colorado; and

B. The Town receives its potable water supply exclusively from the District for delivery through the Town's water delivery system to water users within the Town under the Agreement; and

C. The Parties have previously entered into and executed various addendums to the Agreement (the "Previous Addendums"); and

D. The Parties desire to amend the amount of raw water requirements in Section 6 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background.** The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements.** The last sentence of the first paragraph of Section 6 of the Agreement, entitled "Raw Water Requirements" is hereby amended as follows: Said Colorado Big Thompson or Windy Gap water transferred to DISTRICT for treatment and delivery shall be 112% of total water metered at the TOWN's master meter or meters and additional water to provide for normal increase in usage and for anticipated new customers.

The remainder of Section 6 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement and the Previous Addendums.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Agreement Between Frederick and Central Weld County Water District Concerning Domestic Potable Water Service to be executed effective the day, month and year first written above.

TOWN OF FREDERICK

ATTEST:

By: _____,
_____, Mayor

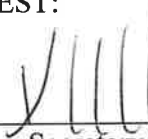
_____, Town Clerk

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: 

President



Secretary

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-44**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO
APPROVING ADDENDUM TO AGREEMENT BETWEEN FREDERICK
AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING
DOMESTIC POTABLE WATER SERVICE.**

WHEREAS, the Town of Frederick, has previously entered into an Agreement (hereinafter “Agreement”) on October 20, 1988, with Central Weld County Water District with regards to the Town’s domestic potable water; and,

WHEREAS, the District owns, maintains, and operates a system for the diversion supply storage and distribution of potable water to the customers of the District, for domestic purposes in Weld County, Colorado; and

WHEREAS, the Town has previously entered into, and executed various addendums to the Agreement between the Town and Central Weld County Water District (the “previous addendums”); and

WHEREAS, the Town and Central Weld County Water District desire to amend the amount of raw water requirements set forth in Section 6 of the 1988 Agreement, as reflected in the Addendum attached hereto as **Exhibit A**; and,

WHEREAS, by executing the Addendum the Town will be able to regain the use of water currently held for transmission losses for other uses within the Town.

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

- 1) The AGREEMENT ADDENDUM attached hereto as **Exhibit A** is hereby approved.
- 2) The Mayor is authorized to execute the agreement.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 24TH DAY OF OCTOBER, 2023.

ATTEST:

TOWN OF FREDERICK

By _____
Kelly Green, Deputy Town Clerk

By _____
Tracie Crites, Mayor

EXHIBIT A
AGREEMENT ADDENDUM



TOWN OF FREDERICK

Board of Trustees

Action Memorandum

Tracie Crites, Mayor

Dan March, Trustee
Mark Lamach, Trustee
Kevin Brown, Trustee

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

Parks, Recreation, Open Space and Trails (PROST) Commission Re-Establishment and Bylaws

Agenda Date: Town Board Meeting – October 24th, 2023

Attachments:

- a. Resolution 23-R-45
- b. PROST Bylaws

Finance Review:

Administrative Services

Submitted by:

Colby Johnson

Parks and Open Space Director

Approved for Presentation:

Bryan Ostler

Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

Strategic Plan Alignment:

- **Effective, Efficient & Strategic Government Operations**
 - A citizen advisory commission for our Town recreational assets ensures a culture of efficiency, innovation and strategic partnerships in services to both engage the community and exceed their expectations, exemplifying that Frederick is Built on What Matters, its people.
- **Fiscally Responsible Governance**
 - 6.1 & 6.2 – Provides resident oversight of the operations of Bella Rosa Golf Course and other recreational assets to increase transparency regarding operations and finances.

Built on What Matters.

Summary Statement:

This resolution will update the Parks, Open Space and Trails Commission (POST) to the Parks, Recreation, Open Space and Trails (PROST) Commission and will adopt Bylaws governing operations of the Commission.

Detail of Issue/Request:

First, this action will adopt an updated name. By adding Recreation into the name of the Commission, we highlight the future impact of this Commission's oversight of all the Town's recreational assets, including parks, open spaces, trails and recreational amenities including, but not limited to, Frederick Recreation Area and Bella Rosa Golf Course.

Bella Rosa Golf Course is an important asset in the Town of Frederick's outdoor recreation system and a citizen appointed advisory group will ensure additional resident oversight of the operations and financial status of the course.

This Commission will also continue to advise staff on the maintenance of existing recreational assets and the responsible development of new amenities and acquisition, disposition or redevelopment of recreational lands into the future.

We additionally highlight the partnership with the Carbon Valley Parks and Recreation District by focusing Commission initiatives with recreation and programming as a priority.

Second, this action will adopt Bylaws governing the operations of PROST. The Bylaws were created specifically for Frederick, but are generally similar to those of other Colorado communities.

The Bylaws outline the general purpose of the Commission, which is to:

- Advise Town Staff and the Board of Trustees on all matters pertaining to the operation of the Town's recreational assets, including but not limited to, parks, open spaces, trails and related amenities.

While the Commission may focus on certain specific areas of operation within this broad scope of purpose, the Bylaws specifically encourage the Commission to advise on:

1. Strategic planning as it relates to Town recreational assets;
2. Maintenance and access levels of service at all Town recreational assets;
3. Proposed use fees for Town recreational assets;
4. Land-use policies relating to recreational assets and public landscapes;
5. Acquisition, disposition, or redevelopment of recreational assets including Town owned lands;
6. Strategic partnerships with, including but not limited to Carbon Valley Parks and Recreation District, to leverage public resources to the highest extent possible.

They also govern Membership and Election of Officers, Regular and Special Meetings, Study Sessions, Committees, Ethics and finally, Amendments to the Bylaws.

Legal Comments:

The Town Attorney has reviewed and approved the attached Resolution and Bylaws.

Alternatives/Options:

- 1. Adopt the Resolution** – Adopt the Resolution without change re-establishing the Parks, Recreation, Open Space and Trails Commission and authorizing bylaws governing its operations.
- 2. Adopt the Resolution with changes** – Adopt the Resolution with prescribed changes, re-establishing the Parks, Recreation, Open Space and Trails Commission and authorizing bylaws governing its operations.
- 3. Deny the Resolution** - Advise staff on substantial changes desired to bring back to the Board at a future date.

Financial Considerations:

There is no financial consideration to this resolution.

Staff Recommendation:

Staff recommends the Board adopt this Resolution.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-45**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK RE-
ESTABLISHING THE PARKS, RECREATION, OPEN SPACE AND TRAILS ADVISORY
COMMISSION AND APPROVING BYLAWS GOVERNING THE OPERATIONS OF THE
COMMISSION**

WHEREAS, the Town of Frederick's 2022-2023 Strategic Plan prescribes Effective, Efficient & Strategic Government Operations and Fiscally Responsible Governance as a primary focus; and,

WHEREAS, an Advisory Commission dedicated to the long-term stewardship of the Town's recreational assets will advise on effective, efficient and strategic operations and future planning for these assets; and,

WHEREAS, an Advisory Commission dedicated to ensuring operations and maintenance of the Town's recreational assets will advise and provide additional resident-led oversight of fiscally responsible governance; and,

WHEREAS, the Commission and Town Staff desire to highlight the Commission's contribution to existing and future Town recreational assets; and,

WHEREAS, the Board of Trustees desire to highlight the Town's existing and future partnership with the Carbon Valley Parks and Recreation District; and,

WHEREAS, Article IX of The Town of Frederick Municipal Code authorizes the creation of Commissions and Committees; and,

WHEREAS, Article IX of The Town of Frederick Municipal Code requires the creation of Bylaws to govern the operations of authorized Commissions and Committees that are not specifically defined in Article IX.

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

1. The Board of Trustees hereby re-establishes the Parks, Open Space and Trails Commission as the Parks, Recreation, Open Space and Trails Commission.
2. The Board of Trustees hereby authorizes Bylaws of the Parks, Recreation, Open Space and Trails Commission that are substantially similar, pending legal review, to those submitted on this date.

INTRODUCED, READ, PASSED AND SIGNED THIS 24th DAY OF OCTOBER, 2023.

TOWN OF FREDERICK

By: _____
Tracie Crites, Mayor

ATTEST:

By: _____
Kelly Green, Deputy Town Clerk

Bylaws

Town of Frederick, Colorado

Parks, Recreation, Open Space and Trails Advisory (PROST) Commission

Article I – Introduction

1. The Town of Frederick’s Board of Trustees, by Resolution XXX of October 24, 2023, authorizes the creation of the Parks, Recreation, Open Space and Trails Commission and adopts these bylaws for the transaction of business.
2. The Bylaws of this date have been adopted by the Town of Frederick Board of Trustees and all previously adopted Bylaws are deemed repealed.
3. Pursuant to the enacting resolution, the Parks, Recreation, Open Space and Trails Commission, shall be hereinafter referred to as “the Commission” and the Town of Frederick Board of Trustees shall be hereinafter referred to as “the Board.”

Article II – Purpose

1. The Town of Frederick’s Board of Trustees, by resolution, authorizes the creation of the Parks, Recreation, Open Space and Trails Commission to:
 - a. Advise Town Staff and the Board on all matters pertaining to the operation of the Town’s recreational assets, including but not limited to, parks, open spaces, trails and related amenities.
2. These Bylaws specifically encourage the Commission to advise and make recommendations to Town Staff and the Board on the following matters which include, but not limited to:
 - a. Strategic planning as it relates to Town recreational assets;
 - b. Maintenance and access levels of service at all Town recreational assets;
 - c. Proposed use fees for Town recreational assets;
 - d. Land-use policies relating to recreational assets and public landscapes;
 - e. Acquisition, disposition, or redevelopment of recreational assets including Town owned lands;
 - f. Strategic partnerships with, including but not limited to Carbon Valley Parks and Recreation District, to leverage public resources to the highest extent possible.

Article III – Membership and Officers

1. The Commission shall be composed of members appointed by the Board in accordance with the Town of Frederick Municipal Code.
2. The Commission shall consist of or as prescribed by the Town of Frederick Municipal Code:
 - a. Seven (7) voting members who are residents of the Town of Frederick;

- b. A Board of Trustee who serves as a nonvoting liaison to the Commission;
 - c. A staff representative to serve as a nonvoting liaison to the Commission, who shall also serve as Secretary to the Commission;
 - d. A member of the Youth Commission as a nonvoting liaison to the Commission.
3. Commissioners shall serve three (3) year terms or as prescribed by the Town of Frederick Municipal Code.
- a. Terms shall be staggered to prevent a majority of the membership being renewed at one (1) time;
 - b. There shall be no limit to the number of terms a Commissioner may serve;
 - c. Commissioners appointed due to a resignation or removal shall fulfill the term of the seat to which they are appointed.
4. The Commission shall elect a Chairperson and Vice Chairperson.
- a. The Chairperson shall preside at all regular and special meetings of the Commission and shall decide all points of procedure.
 - b. The Vice Chairperson shall assume the duties and responsibilities of the Chairperson in the Chairperson's absence.
 - c. Commission officers shall serve for a term of one (1) year.
 - d. Officer vacancies shall be filled at the next regular meeting of the Commission by election of the members. Officers elected to fill vacancies shall serve until the next regular election of officers.
 - e. Any member of the Commission may nominate another member of the Commission as an Officer.
 - f. Election of Officers shall be administered by the Secretary and conducted by ballot, or as prescribed by law, and a majority of the Commission shall elect the prescribed Officer.
 - g. Election of Officers shall occur during the May Regular Meeting of the Commission or as soon thereafter is practical at the discretion of the Chairperson.
 - h. The Board may remove any Officer or member from the Commission, per the Town of Frederick Municipal Code.
 - i. The Commission may remove an Officer from their office at any time by a majority vote, but may not remove them from the Commission. The Commission may, upon a majority vote by the commissioners, recommend a member for removal by the Board.

Article IV – Regular and Special Meetings

1. The Commission shall hold a regular meeting at least monthly on a date and at a time and location designated by the Chairperson. These meetings may be rescheduled or cancelled by the Secretary, upon direction from the Chairperson.
2. Members of the Commission shall notify the Chairperson and Secretary as soon as possible if they will not be able to attend a meeting. Members of the Commission who exceed three, consecutive unexcused absences may be subject to Article III's removal provision.
3. The Chairperson shall coordinate with the Secretary to prepare, or cause to be prepared, an agenda for each regular and special meeting of the Commission.
4. The Secretary shall prepare, or cause to be prepared and posted, a notice of each regular and special meeting of the Commission. Such notice shall contain, at a minimum, the agenda, minutes for approval and any documents to be presented to the Commission by Town staff. Those matters subject to conditions of Executive Session shall be noticed in accordance with Colorado Law.
5. Special meetings may be called by the Chairperson at any time, provided notice is given to each member of the Commission, at a minimum, five (5) calendar days prior to the meeting and provided the aforementioned public notice is posted.
6. All regular and special meetings may be held in-person, virtually, or a combination of these two methods, provided that a link for the virtual meeting is provided in the meeting agenda.
7. All regular and special meetings of the Commission shall be open to the public. Members of the public in attendance shall be provided up to three minutes, during a designated public comment period for general comment. An additional public comment period may be provided during discussion for a specific agenda item as determined by the Chairperson.
8. Before official and formal action can be taken on any matter at any regular or special meeting of the Commission, a quorum shall be present and in-session. A quorum is defined for purposes of these Bylaws as any four (4) members.
9. The Vice Chairperson shall preside in the absence of the Chairperson. Where both the Chairperson and the Vice Chairperson are absent, members present shall by majority vote select a member to preside over the meeting.
10. All voting shall be by roll-call vote, except for the nomination of Officers.
11. The order of business for regular and special meetings shall be the order as it appears on the agenda, except that any member of the Commission, may, by motion and majority vote of the Commission, request to rearrange the order of business or remove an item from the order of business.
12. The Secretary shall keep, or cause to be kept, minutes and keep the same recording the date, action minutes, the vote of each member upon action agenda items, or those absent or failing to vote and such other details as

the Commission shall direct. The minutes of each regular and special meeting shall be provided for approval by the Commission at its next meeting.

13. The Secretary shall prepare, or cause to be prepared, the transmittal of official and formal actions of the Commission to the Town Manager's office for scheduling before the Board.
14. The Commission may hold an Executive Session, subject to any and all applicable rules and regulations of the State of Colorado, at the request of the Chairperson or majority vote of the Commission.

Article V – Study Sessions

1. A study session may be called by the Chairperson at any time, provided notice is given to each member of the Commission, at a minimum, five (5) calendar days prior to the session and provided public notice is posted as prescribed in Article IV, Section C.
2. The purpose of a study session shall be for Town staff to provide additional information on a topic or topics of particular interest and/or concern to the Commission.
3. No formal action shall be taken during study sessions. A public comment period may be provided during discussion for a study session item as determined by the Chairperson.
4. The Chairperson shall prepare, or cause to be prepared, an agenda for each study session of the Commission.
5. The Secretary shall prepare, or cause to be prepared and posted, a notice of each study session of the Commission. Such notice shall contain, at a minimum, the agenda.
6. At any time, during a regular or special meeting, a quorum of the Commission does not exist, the Chairperson may continue the meeting as a study session, provided that no official or formal action is taken.
7. No quorum is required for a study session.

Article VI – Committees

1. There shall be no standing committees of the Commission.
2. With a majority vote of the Commission, ad hoc committees of the Commission may be formed for the purposes of special study or review of a specific item of interest.

Article VII – Ethics

1. The members of this Commission shall be bound by the Colorado Code of Ethics, the Colorado Public Official Disclosure Law and the Town of Frederick Municipal Code Section 2-9-30.

Article VIII – Amendments

1. These Bylaws may be amended by majority vote of a quorum of Commission members present and in session at any regular or special meeting, provided that such amendment was read at the last regular meeting. Amendments are subject to final approval of the Board.

**TOWN OF FREDERICK, COLORADO
RESOLUTION NO. 23-R-46**

**A RESOLUTION OF THE TOWN OF FREDERICK IN SUPPORT OF 2023 BALLOT
MEASURE 2C - INCLUSION OF PARKS, TRAILS, AND RELATED AMENITIES IN
EXISTING OPEN SPACE TAX EXPENDITURES**

WHEREAS, the Town of Frederick operates and maintains 594 acres of open space, 26 developed parks, and 17 miles of public trails throughout the community; and,

WHEREAS, the Town of Frederick electorate, in 1999, approved the imposition of a half cent (or 0.5%) for the maintenance, restoration, acquisition, and preservation of open space; and,

WHEREAS, since the passage of the half cent tax for open space the Town has purchased nearly 300 acres of open space, built over 10 miles of trails, constructed major improvements to Frederick Recreation Area with the funding; and,

WHEREAS, through community outreach the Town of Frederick has heard a desire from residents to maintain and improve the quality of park amenities throughout the Town; and,

WHEREAS, Ballot Measure 2C, without increasing any taxes, allows opportunities for efficiency and long-term sustainability for park and trail amenities if revenues currently earmarked for open space are also allowed to be used for the maintenance, acquisition, and construction of parks, trails, and similar amenities; and,

WHEREAS, pursuant to C.R.S. § 1-45-117 (b)(III)(A), the Board of Trustees is able to pass a resolution in support of the ballot measure.

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

1. The Town of Frederick is in support of Ballot Measure 2C and strongly urges its constituents to vote YES on the opportunity to fund the maintenance, restoration, acquisition, and preservation of open space land without raising the rate of any tax or imposing any new tax.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 24TH DAY OF
OCTOBER, 2023.**

ATTEST:

TOWN OF FREDERICK

By: _____
Kelly Green, Deputy Town Clerk

By: _____
Tracie Crites, Mayor