CHERRY HILLS VILLAGE
COLORADO

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Cherry Hills Village, CO 80113
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Village Center
Telephone 303-789-2541
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City Council Agenda
Tuesday, April 19, 2016

6:30 p.m.

1. Call to Order

2. Roll Call of Members

3. Pledge of Allegiance - SMA

4. Audience Participation Period (limit 5 minutes per speaker)

5. Consent Agenda
   a. Approval of Minutes – April 1, 2016
   b. Approval of Minutes – April 5, 2016
   c. 2015 Audited Financial Statements
   d. City Manager Agreement Approval and Ratification of Mayor's Signature

6. Items Removed From Consent Agenda

7. Unfinished Business

8. New Business
   a. Contract for Services with PLM Asphalt and Concrete Inc. for the 2016 Asphalt Mill and Overlay Project
   b. Contract for Services with Foothills Paving and Maintenance Inc. for the 2016 Chip Seal and Cape Seal Project
   c. Intergovernmental Agreement with Arapahoe County for a 24 Hour Ballot Drop-Off Box
   d. Chickens and Bees in R-3A, R-4 and R-5 Zone Districts

9. Reports
   a. Mayor
   b. Members of City Council
   c. Reports from Members of City Boards and Commissions
   d. City Manager and Staff
      (i) Department Monthly Reports
      (ii) Unaudited Financial Statements
   e. City Attorney

10. Adjournment

Notice: Agenda is subject to change.
If you will need special assistance in order to attend any of the City's public meetings, please notify the City of Cherry Hills Village at 303-789-2541, 48 hours in advance.

Minutes of the
City Council of the City of Cherry Hills Village, Colorado
Special Meeting
Held on Friday, April 1, 2016 at 8:00 a.m.
At the Village Center

Mayor Christman called the meeting to order at 8:05 p.m.

ROLL CALL

Mayor Laura Christman, Councilors Mark Griffin, Earl Hoellen, Alex Brown, Mike Gallagher, and Klasina VanderWerf were present in person and Councilor Katy Brown was present by phone. Also present were City Attorney Linda Michow, Human Resources Analyst Kathryn Ducharme and City Clerk Laura Smith.

EXECUTIVE SESSION

Mayor Pro Tem A. Brown moved, seconded by Councilor Hoellen to enter into Executive Session pursuant to CRS 24-6-402(4)(e) for purposes of determining positions subject to negotiations and instructing negotiators concerning an employment contract.

The following votes were recorded:

Gallagher	yes
Griffin	yes
A. Brown	yes
VanderWerf	yes
K. Brown	yes
Hoellen	yes

Vote on the Executive Session: 6 ayes. 0 nays. The motion carried.

City Clerk Smith left the Council Chambers.

The executive session began at 8:07 a.m.

Councilor VanderWerf moved, seconded by Councilor Griffin to end the executive session and stand adjourned.

The motion carried unanimously.

The meeting adjourned at 9:10 a.m.

_____
Laura Christman, Mayor

_____

Laura Smith, City Clerk

Minutes of the
City Council of the City of Cherry Hills Village, Colorado
Held on Tuesday, April 5, 2016 at 6:30 p.m.
At the Village Center

Mayor Pro Tem Alex Brown called the meeting to order at 6:30 p.m.

ROLL CALL

Councilors Mark Griffin, Earl Hoellen, Alex Brown, Mike Gallagher, Klasina VanderWerf, and Katy Brown were present on roll call. Also present were Interim City Manager and Public Works Director Jay Goldie, City Attorney Linda Michow, Community Development Director Rob Zuccaro, Police Chief Michelle Tovrea, Human Resource Analyst Kathryn Ducharme, Parks, Trails & Recreation Administrator Ryan Berninzoni, Accounting Clerk Jessica Sager, Special Projects Coordinator Emily Kropf, and City Clerk Laura Smith.

Absent: Mayor Laura Christman

PLEDGE OF ALLEGIANCE

The Council conducted the pledge of allegiance.

AUDIENCE PARTICIPATION PERIOD

None

CONSENT AGENDA

Councilor Griffin moved, seconded by Councilor Hoellen to approve the following items on the Consent Agenda:

a. Approval of Minutes – March 15, 2016
b. Resolution 4, Series 2016; Appointing Members to the Public Art Commission

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Contract for Services for John Meade Park Consulting

Interim City Manager/Director Goldie explained that on January 11, 2016, the City solicited proposals from qualified consultants to assist in facilitating the completion of the Park and Memorial Commons project. There were seven proposals submitted to the City, all of which were qualified applicants. Out of the seven firms, four were selected for interviews on March 2, 2016. The selection committee included: City Council Member Mike Gallagher, Parks, Trails and Recreation Chair Robert Eber, Deputy City Manager/Public Works Director Jay Goldie, Community Development Director Rob Zuccaro, Parks, Trails and Recreation Administrator Ryan Berninzoni and Special Projects Coordinator Emily Kropf. This was a qualifications based selection process and all costing proposals remained sealed until interviews were complete. Upon completion of the interviews the selection committee unanimously agreed that Mundus Bishop was best qualified to consult and facilitate the final design process for the Park and Memorial Commons. Additionally, the selection committee requested 3D imagery to be added to the Mundus Bishop bid which was not included in the original scope. The original bid was $291,965 and the newly proposed updated contract is $316,285.00. Staff recommends that City Council approve the contract for services with Mundus Bishop in the amount of $316,285.00 and authorize the expenditure of funds for this project.

Councilor Hoellen questioned how this proposal compared to the John Meade Park Master Plan that was recently completed. He asked if this process sought community input on the design of the improvement elements, such as the amphitheater and restroom, rather than input on whether or not those elements should be approved.

Interim City Manager/Director Goldie replied that was correct and that staff and the consultants would make clear to the public that the improvement elements approved by City Council in the John Meade Park Master Plan were not up for discussion, rather the specific design of the elements would be discussed with the public. He added that the consultants would deal with the floodplain issues as well.

Councilor Hoellen asked about Exhibit A scope of services to the agreement.

Interim City Manager/Director Goldie explained it had been emailed to Council and was on the dais.

Councilor Hoellen noted that the scope of services was essentially the request for proposal.

Interim City Manager/Director Goldie replied that was correct and that the scope of services consisted of the consultant's proposal and list of deliverables.

Councilor Hoellen noted that the scope of services included words like "initiate" and "work to develop" and he questioned if the end result of the consultants' work would be completion of a full design, engineering scope, and all necessary permits.

Interim City Manager/Director Goldie confirmed that was correct.

Councilor Gallagher asked if there were provisions if the timeline got off track.

Interim City Manager/Director Goldie replied there were no penalties if the timeline got off track but that staff would work closely with the consultants to keep the project on schedule.

Councilor Hoellen asked if staff expected to receive bids from contractors for construction in March 2017.

Interim City Manager/Director Goldie replied that was correct, barring issues with permits from outside agencies.

Councilor K. Brown moved, seconded by Councilor VanderWerf to approve the contract for services with Mundus Bishop in the amount of $316,285.00.

The motion passed unanimously.

Application for Modification of Premises by Splendido LLC DBA Pino's at 1400 East Hampden Avenue Suite 140

City Clerk Smith presented the application for a modification of premises for the liquor license held by Splendido LLC DBA Pino's at 1400 E. Hampden Avenue Suite 130. She explained that the applicant was planning to expand into adjacent Suite 140, formerly occupied by the wine shop Vino Vino. She noted that staff found the application to be complete and had no concerns with the modification. She indicated that a public hearing was not required and that staff recommended approval of the application.

Mayor Pro Tem A. Brown asked what regulations pertained to modification of premises applications.

City Clerk Smith explained that the City Code does not contain requirements for applications for modification of premises of liquor licenses and that Section 47-302 of the Colorado Liquor Code outlines factors to be taken into consideration by the licensing authority when considering an application for a modification of premises:

- The reasonable requirements of the neighborhood and the desires of the inhabitants
- The possession, by the licensee, of the changed premises by ownership, lease, rental or other arrangement
    - Staff has confirmed that the new area of former Suite 130 is included in the restaurant's lease (see Exhibit A for application including the lease).

- Compliance with the applicable zoning laws of the municipality
    - Staff has confirmed that combination of the two suites is allowed by the Development Agreement approved for the shopping center. The applicant has an active building permit for the expansion.
- Compliance with the distance prohibition in regard to any public or parochial school or the principal campus of any college, university, or seminary
    - Staff has confirmed that the property is not within 500 feet of any private or public school.

Councilor Gallagher moved, seconded by Councilor Griffin to approve the application for a modification of premises for the Hotel & Restaurant Liquor License held by Splendido LLC DBA Pino's at 1400 East Hampden Avenue Suite 140 in the City of Cherry Hills Village.

The motion passed unanimously.

Candidate Forum Policy and Candidate Profile Information

City Clerk Smith explained that staff was seeking direction from Council regarding candidate forums and candidate information in City publications for City elections. She noted that at the March 15, 2016 Council meeting staff asked for direction from Council regarding the Candidate Forum Policy. Council determined that the Candidate Forum Policy did not need to be amended but that clarification should be added to the City's Meeting Room Policy, which staff had since done. During the study session Council questioned the difference between candidate forums and candidate information in City publications. Use of City resources for a candidate forum and publication of candidate information in a City publication was at the discretion of Council. The most conservative option to avoid Fair Campaign Practices Act (FCPA) complaints was to not use City resources for these activities. The other consideration was the community expectation of the City's responsibility to provide information about candidates. The City has traditionally published candidate information in the Village Crier but has not traditionally hosted a candidate forum. Staff researched other Denver Metro Area municipalities and found a wide range of approaches to these issues. Staff identified three options for candidate information in the Village Crier and is seeking Council direction: continue to use the candidate information form from past elections, use the proposed candidate profile form going forward, or not publish any candidate information in the Village Crier.

Mayor Pro Tem A. Brown noted that there was not much consistency in the way other municipalities handled these issue.

Councilor K. Brown noted that other municipalities did not host candidate forums but did make their facilities available. She asked about the City's current policy.

City Clerk Smith explained that currently the City's Candidate Forum Policy and Meeting Room Policy prohibited use of City facilities with the intent to advance any political candidate or campaign.

Councilor K. Brown indicated that she supported the City not having a specific role in candidate forums, but she was unsure about the use of City facilities for a candidate forum if an organization such as the League of Women Voters wished to host one at a City facility. She suggested that the wide range of approaches to candidate information in city publications likely stemmed from some communities having had issues and others not having had issues yet, and therefore did not necessarily lend the Council any assistance in their decision making on this matter. She indicated that disseminating candidate information in the Crier was a service to the community and supported a fair and equitable policy for doing so. She noted that staff's proposed candidate profile instructions were a good start and that the policy could be further improved by being more clear and precise.

Councilor Hoellen agreed and advised that the instructions held some assumptions that should be clarified.

Councilor Gallagher agreed that including candidate information in the Crier was valuable to City residents.

Councilor VanderWerf agreed and supported staff's proposed candidate profile form. She supported the word limit, lack of leading questions, and printing verbatim, but indicated that the City should reserve the right to edit if the submission was inappropriate.

Councilor K. Brown suggested that staff contact the candidate to revise their profile if necessary rather than having staff revise the profile.

Mayor Pro Tem A. Brown expressed concern with candidates making false statements and questioned if the City should allow that in a City publication.

Councilor Hoellen supported publishing candidate profiles verbatim and only reserving the right to edit inappropriate words. He noted that Council could respond to correct any misconceptions.

Councilor K. Brown suggested including a note similar to the one Lakewood used that stated that candidate profiles were not edited, etc. and to make that very clear to the candidates.

Councilor Hoellen commented that the City should encourage the involvement of its citizens on City Council, Boards and Commissions, and that one way to do this would be to facilitate candidate forums by making its facilities available for such use, provided that candidates or host organizations pay the City on a full cost recovery basis for use of City resources in order to avoid FCPA issues. ~~questioned the City's responsibility to provide information about candidates, rather he believed that the City was obligated to facilitate and encourage involvement by its citizens on City Council, Boards and~~

~~Commissions. He supported use of City facilities for candidate forums whereby the candidates or host organization was charged for use in order to avoid FCPA issues.~~

Councilor K. Brown agreed.

Mayor Pro Tem A. Brown noted that Council's options were to not publish any information, publish only basic information, or publish a verbatim profile. He asked about the 500 word limit.

City Clerk Smith explained that staff had based the word limit on a half-page in the Crier.

Councilor K. Brown suggested that staff include size and resolution recommendations for candidate photos in the instructions. She suggested that staff have the candidates revise their profiles if needed due to an FCPA violation, rather than staff revising the profile.

Councilor Hoellen noted that he had more detailed suggestions for the instructions.

Mayor Pro Tem A. Brown indicated that tonight's discussion was to direct staff on whether or not to publish candidate information in the Crier.

Councilor Hoellen supported the proposed candidate profile.

Councilor Griffin noted that this was for City Council candidates only and should be indicated as such.

Mayor Pro Tem A. Brown asked staff to make Council's suggested revisions and bring the candidate profile instructions back for further review.

Councilor K. Brown suggested that staff review past candidate profiles to approximate the word limit.

Councilor Hoellen agreed.

Councilor Gallagher asked about font size and formatting.

City Clerk Smith replied that formatting was done by the City's publisher.

Councilor Hoellen suggested including a mockup of what the candidate profile would look like with the profile instructions.

Councilor K. Brown agreed.

REPORTS

Mayor's Report

None

Members of City Council

Councilor Gallagher reported on the sad passing of resident Eva Slattery. He also encouraged the City to allow hens in all Zone Districts, although not roosters.

Councilor Griffin reported that the Board of Adjustment and Appeals would be meeting in May.

Mayor Pro Tem A. Brown had no report.

Councilor VanderWerf reported that the Cherry Hills Land Preserve would hold a Conservation Conversation on April 20th where a noted speaker would give a dynamic lecture on the topic of water. She noted that space was limited and encouraged Council to register for the event.

Councilor K. Brown reported that several months ago she had notified Council of a resident's request for a cross walk at Hudson Way and Dahlia. She had since spoken with Public Works Project and Right-of-Way Manager Mason and noted that a cross walk would require intrusive signage. She indicated that the City's traffic study had begun and hoped it would help to establish a real understanding of the safety issues at that intersection. She noted that she was not able to attend the Centennial Airport Noise Roundtable meeting tomorrow evening.

Councilor Hoellen had no report.

Members of City Boards and Commissions

None

City Manager & Staff

Interim City Manager/Director Goldie reported that the GFOA Distinguished Budget Award was included in Council packets and asked that any edits be given to staff by end of business tomorrow so that the Friday submittal deadline could be met.

Councilor Hoellen indicated that staff had done a great job on the document. He noted that one of the comments from the reviewers last year had been to include strategic planning and suggested that Council should update that section before next year's submittal.

Interim City Manager/Director Goldie noted that tonight was Director Zuccaro's last Council meeting with the City as he would be leaving next week for his new job.

Council thanked Director Zuccaro for his work.

City Attorney

City Attorney Michow had no report.

EXECUTIVE SESSION

Councilor VanderWerf moved, seconded by Councilor K. Brown to go into Executive Session pursuant to C.R.S. Section 24-6-402(4)(a) for purposes of discussing the purchase, acquisition, or lease of real property for open space and other public purposes; and pursuant to CRS 24-6-402(4)(e) for purposes of determining positions subject to negotiations and instructing negotiators concerning an employment contract, and following to reconvene in regular session.

The following votes were recorded:

Gallagher	yes
Griffin	yes
A. Brown	yes
VanderWerf	yes
K. Brown	yes
Hoellen	yes

Vote on the Executive Session: 6 ayes. 0 nays. The motion carried.

The Executive Session began at 7:10 p.m.

Councilor VanderWerf left the meeting at 8:00 p.m.

PUBLIC MEETING

The Executive Session ended at 8:04 p.m.

Councilor Hoellen moved, seconded by Councilor K. Brown to authorize the Mayor to execute a purchase and sale agreement for real property on the terms and conditions discussed in Executive Session and to further authorize the Mayor to execute a letter agreement to acquire a trail easement.

The motion passed unanimously.

Councilor K. Brown moved, seconded by Councilor Hoellen to authorize negotiations on an employment agreement for city manager within the parameters discussed in Executive Session and further to authorize the Mayor to execute an employment agreement consistent with the parameters discussed in Executive Session.

Councilor Griffin noted that the authorization should be for the Mayor or Mayor Pro Tem.

Councilor K. Brown and Councilor Hoellen accepted the amendment to the motion.

The motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 8:05 p.m.

_____
Laura Christman, Mayor

_____
Laura Smith, City Clerk

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ITEM: 5c

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: THE 2015 AUDITED FINANCIAL STATEMENTS

DATE: APRIL 19, 2016

ISSUE:
Section 3.10 of the Charter requires that each year the City of Cherry Hills Village has an independent audit of the financial affairs of the City preformed by a certified public accountant, experienced in municipal accounting.

DISCUSSION:
On tonight's Consent Agenda for approval by the Council is the *Audit of the Financial Statements of the City of Cherry Hills Village as of and for the year ended December 31, 2015*. The audit was completed by John Cutler & Associates. Attached you will find copies of the audit and an unqualified audit letter. To quote John Cutler & Associates Report:

> "In our opinion, the financial statements…present fairly, in all material respects, the respective financial position of the government activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Cherry Hills Village, Colorado, as of December 31, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

STAFF ANALYSIS:
Staff has provided a Management Discussion and Analysis at the front of the audit report. The financial highlights for 2015 include:

- The assets of the City of Cherry Hills Village exceeded its liabilities at the close of fiscal year 2015 by $35.0 million (net position). Of this amount, $14.3 million (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.

- At the close of fiscal year 2015, the City of Cherry Hills Village governmental funds reported combined ending fund balances of $16.8 million, an increase of $211,486 in comparison with the prior year. Approximately 30% or $5.2 million is available for spending at the government's discretion (unassigned fund balance).
- At the end of the fiscal year 2015, fund balance for the general fund was $13.6 million, of which $6.3 million was committed to capital expenditures.
- General fund actual revenues exceeded budgeted revenue by $666,748 for the fiscal year 2015 and actual expenditures were $976,296 less than budgeted expenditures.

Governmental Accounting Standards Board Statement 54 was adopted by the City in 2011. This standard clarified the definitions of governmental fund type, requiring the Capital Fund to be combined with the General Fund in the Financial Statements. However, staff will continue to account for and show the General Fund and Capital Fund separately in any monthly financial reports.

John Cutler from John Cutler & Associates will be in attendance at the meeting. Should Council have any questions, staff and/or John Cutler can address them.

RECOMMENDED MOTION:
"I move to approve the *Audit of the Financial Statements of the City of Cherry Hills Village as of and for the year ended December 31, 2015*."

ATTACHMENTS:
Exhibit A: The 2015 Audited Financial Statements

CITY OF CHERRY HILLS VILLAGE, COLORADO

BASIC FINANCIAL STATEMENTS

December 31, 2015

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FINANCIAL SECTION

JOHN CUTLER & ASSOCIATES

Honorable Mayor and Members of the City Council
City of Cherry Hills Village
Cherry Hills Village, Colorado

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cherry Hills Village, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Cherry Hills Village as of December 31, 2015, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 26 and 27 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund schedules are fairly stated in all material respects in relation to the financial statements as a whole.

John Cutler & Associates, LLC

April 7, 2016

Management's Discussion and Analysis

As management of the City of Cherry Hills Village, we offer this narrative overview and analysis of the financial activities of the City of Cherry Hills Village for the fiscal year that ended December 31, 2015. Please read it in conjunction with the Auditors' Report at the front of this report and the City's financial statements, which follow this section.

Financial Highlights

- The assets of the City of Cherry Hills Village exceeded its liabilities at the close of fiscal year 2015 by $35.0 million (net position). Of this amount, $14.3 million (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- At the close of fiscal year 2015, the City of Cherry Hills Village governmental funds reported combined ending fund balances of $16.8 million, an increase of $211,486 in comparison with the prior year. Approximately 30% or $5.2 million is available for spending at the government's discretion (unassigned fund balance).
- At the end of the fiscal year 2015, fund balance for the general fund was $13.6 million, of which $6.3 million was committed to capital expenditures.
- General fund actual revenues exceeded budgeted revenue by $666,748 for the fiscal year 2015 and actual expenditures were $976,296 less than budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Cherry Hills Village basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements report information on all activities of the City. The statement of net position includes all of the City's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The ***statement of net position*** presents information on all of the City of Cherry Hills Village assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Cherry Hills Village is improving or deteriorating.

The ***statement of activities*** presents information showing how the City of Cherry Hills Village net position changed during fiscal year 2015. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement

for some items will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The governmental activities of the City include general government, judicial, data processing, community development, Village Crier, public safety, public works and parks and recreation.

Fund financial statements. The fund financial statements provide more detailed information about the City's most significant funds – not the City as a whole. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and bond covenants.

- The City Council establishes other funds to control and manage money for particular purposes (like the Parks and Recreation Fund) or to show that it is properly using certain taxes and grants (like the Conservation Trust Fund and the Arapahoe County Open Space Fund).

Governmental funds – All of the City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps determine whether or not there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, additional information at the bottom of the governmental funds statement is provided that explains the relationship between them.

Proprietary Funds – The City of Cherry Hills Village maintains one type of proprietary fund. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses an enterprise fund to account for its Water and Sewer Fund. This fund is considered to be a major fund of the City of Cherry Hills Village.

Financial Analysis of the City As A Whole

Net Position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Cherry Hills Village, assets exceeded liabilities by $35,259,231 at the close of the 2015 fiscal year.

A portion of the City of Cherry Hills Village's net assets (51%) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment). The City of Cherry Hills Village uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the City of Cherry Hills Village net position (8%) represents resources that are subject to external restrictions for how they may be used. The remaining balance of unrestricted net assets (41% or $14,332,500) may be used to meet the City's obligations to citizens and creditors.

At the end of the current fiscal year, the City of Cherry Hills Village is able to report positive balances in net assets for the City as a whole, as well as for its governmental activities as a whole. The same situation held true for the prior fiscal year.

City of Cherry Hills Village Net Position

	Governmental Activities	Governmental Activities	Business-Type Activities	Business-Type Activities
	2015	2014	2015	2014
Current and other assets	$21,912,316	$20,974,021	$746,611	$700,188
Capital assets	$20,794,914	$20,649,207	$201,037	$224,649
Total assets	**$42,707,230**	**$41,623,228**	**$947,648**	**$924,837**
Long-term liabilities outstanding	$2,538,052	$3,227,782	$0	$0
Other liabilities	$5,833,045	$5,115,712	$24,550	$30,067
Total liabilities	**$8,371,097**	**$8,343,494**	**$24,550**	**$30,067**
Net assets:				
Invested in capital assets, net of related debt	$17,818,759	$16,919,488	$201,037	$224,649
Restricted	$2,906,935	$1,247,490	$0	$0
Unrestricted	$13,610,439	$15,112,756	$722,061	$670,121
Total net assets	**$34,336,133**	**$33,279,734**	**$923,098**	**$894,770**

Changes in Net Position

Governmental activities

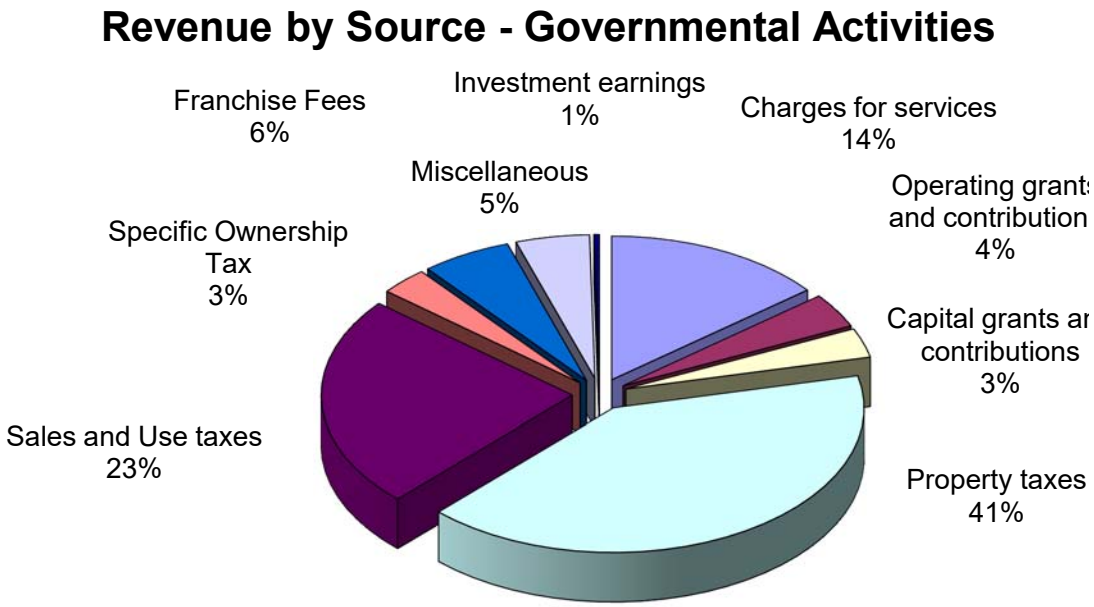
- Governmental-type activities increased the City's total net position by $1,056,399 from 2014.
- The increase in total net position is due to the purchase of equipment for police, public works, and parks, in addition to a decrease in liabilities resulting from the South Suburban asset payment for 2015.

Business Type Activities

- Business-type activities increased the City's total net position by $28,328 from 2014.
- The increase is primarily due to an increase in tap fee revenues.

City of Cherry Hills Village Changes in Net Position

	Governmental Activities 2015	Governmental Activities 2014	Business-type Activities 2015	Business-type Activities 2014
Revenues				
Program Revenues				
Charges for services	$1,355,186	$1,600,135	$105,805	$33,793
Operating grants and contributions	$368,785	$359,873	$0	$0
Capital grants and contributions	$311,795	$325,031	$53,700	$29,000
General Revenues				
Property taxes	$3,876,261	$3,866,545	$0	$0
Sales and Use taxes	$2,257,257	$2,551,799	$0	$0
Specific Ownership taxes	$294,629	$279,490	$0	$0
Franchise taxes	$551,716	$597,610	$0	$0
Miscellaneous	$451,926	$296,081	$0	$0
Investment earnings	$32,664	$20,803	$1,294	$844
Special Item, Donation of Land	$0	$0	$0	$0
Total revenues	$9,500,219	$9,897,367	$160,799	$63,637
Expenses				
General Government	$1,533,465	$1,516,513	$0	$0
Judicial	$81,424	$106,703	$0	$0
Public Safety	$3,124,542	$3,032,430	$0	$0
Public Works	$947,196	$1,097,309	$0	$0
Community Development	$549,527	$456,045	$0	$0
Parks, Recreation, and Open Space	$2,167,380	$1,426,267	$0	$0
Village Crier	$21,361	$19,854	$0	$0
Other	$18,925	$12,895	$132,471	$99,710
Total expenses	$8,443,820	$7,668,016	$132,471	$99,710
Increases in net position	$1,056,399	$2,229,351	$28,328	-$36,073
Net position, beginning	$33,279,734	$31,050,383	$894,770	$930,843
Net position, ending	$34,336,133	$33,279,734	$923,098	$894,770



Financial Analysis of the City's Funds

The City of Cherry Hills Village uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. In 2011, the City adopted a new accounting pronouncement which requires it to classify fund balance based mainly on the extent to which the City is bound to honor constraints on how the funds are allowed to be spent.

Governmental Funds

The focus of the City of Cherry Hills Village governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Cherry Hills Village financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2015, the City of Cherry Hills Village governmental funds reported combined ending fund balances of $16.8 million, an increase of $211,486 in comparison with the prior year. Approximately 30% of this total amount ($5.2 million) constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of the fund balance is reserved to indicate that it is not available for new spending because it has already been committed, restricted or is nonspendable.

The General Fund is the chief operating fund of the City of Cherry Hills Village (and is combined with the Capital Fund for audit purposes). At the end of fiscal year 2015, unassigned fund balance of the General Fund, combined with the Capital Fund, was $5.2 million; while total fund balance reached $12.3 million. As a measure of the Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 69% of total General Fund/Capital Fund expenditures, while total fund balance represents 237% of that same amount.

The Parks and Recreation Fund began receiving revenues in 2006. This fund had a positive balance of $2,275,956 at the end of 2015 and as a result of the exclusion, Cherry Hills Village is entitled to receive property tax revenues as ordered by the court.

South Suburban Exclusion

On March 22, 2007 the Colorado Court of Appeals sent the litigation between The City of Cherry Hills Village and South Suburban Park and Recreation District back to the trial judge for further proceedings. This litigation involves the City's decision to withdraw from South Suburban following the 2003 City election authorizing the exclusion. Following the trial in August 2004, the trial judge approved the exclusion, but ordered the City to pay South Suburban $9,660,838, the fair market value of certain parks and facilities in the City.

Both parties appealed the trial judge's order. Under the Court of Appeals decision, the exclusion stands, but the Court held that Colorado law does not require payment of fair market value as a condition for exclusion under these circumstances. Upon appeal, the trial judge was to reconsider the evidence and make new findings to support any judgment awarding compensation to South Suburban. In May 2008, the trial court issued a second opinion, again ordering the City to pay South Suburban the sum of $9,660,838. This second opinion contained virtually no explanation of how the trial court arrived at the precise figure it had previously determined was the fair market value of the parks in the City and made no specific findings on the other factors that the Court of Appeals directed the trial court to consider.

As a result, in May 2008 the City filed an appeal with the Colorado Court of Appeals. Also in the spring of 2008, the City filed a motion to stay payment of the $9,660,838 judgment pending the decision by the Colorado Court of Appeals. The court granted the City's motion, but stipulated that the City must pay the District the 2007 asset payment plus interest from December 1, 2007 to the date of payment, which was August 1, 2008. The City received an unfavorable ruling by the Colorado Court of Appeals in 2009 and was required to make the principal and interest payments on the assets for 2008 and 2009.

Proprietary Fund

The Water and Sewer Fund accounts for all revenue and expenses associated with the consolidation and operations of water and sewer utilities under the auspices of the City. In 2015, sewer repairs and maintenance fees of $396 per year were charged to residents under the Englewood total service agreement. Expenditures exceeded revenues in this fund by $28,328 in 2015.

General Fund Budgetary Highlights

The original 2015 General Fund budget was modified to add a supplemental appropriation in the amount of $24,000 for executive search firm expenses. An additional supplemental appropriation was approved in the amount of $10,000 to Arapahoe County for the support of the High Line Canal Conservancy efforts.

The General Fund expenditures in 2015 were $976,296 under budget and revenues were $666,748 over budget. The General Fund balance decreased by $1,269,261 and had an ending fund balance of $12,331,423.

Capital Asset and Debt Administration

Capital assets. The City of Cherry Hills Village investment in capital assets as of December 31, 2015 amounts to $21 million. This investment in capital assets includes land, buildings, vehicles, equipment, and sewer lines.

Capital asset events during the 2015 fiscal year included the following:

- New police equipment and vehicles in the amount of $206,647
- New public works equipment and vehicles in the amount of $216,429
- New parks equipment and vehicles in the amount of $125,484

City of Cherry Hills Village's Capital Assets
(net of accumulated depreciation)

	2015	2014
Land	$15,393,400	$15,393,400
CIP	$33,958	$0
Buildings and Improvements	$4,239,954	$4,338,151
Software	$59,645	$70,082
Equipment	$1,067,957	$847,574
Sewer Lines	$201,037	$224,649
Total Capital Assets	$20,995,951	$20,873,856

Long-term debt. At the end of the 2015 fiscal year, the City of Cherry Hills Village had total long-term debt outstanding of $3,272,638. This total debt represents the South Suburban obligation ($2,976,155) and accrued compensated absences ($296,483).

Economic Factors, Next Year's Budget and Rates

The City of Cherry Hills Village sales tax rate remains at 3.5% and the mill levy is 14.722.

In preparing the 2016 budget, the City of Cherry Hills Village had to take several factors into consideration. In 2011, the City Council approved the creation of a new Capital Fund and approximately $9 million of the General Fund balance was transferred to the Capital Fund at that time. In addition, 1 mill ($337,217) of property tax revenue from the Parks Fund was moved to the Capital Fund for 2016. The 2016 budget was adopted on the assumption that property tax revenues would increase by (15%) from 2015 and other revenues would remain constant or increase slightly.

During the 2015 fiscal year, fund balance in the General Fund (to include the Capital Fund) decreased to $12.3 million (from $13.6 million). The General Fund (to include the Capital Fund) balance is projected to end 2016 at approximately $11.5 million.

The adopted 2016 fiscal year total budget appropriations are $14.9 million, an increase of $2,648,755 from 2015. This increase is due to additional capital expenditures, salary increases and sewer repairs/maintenance.

Requests For Information

This financial report is designed to provide a general overview of the City of Cherry Hills Village's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Karen Proctor
Director of Finance and Administration
303-783-2723

City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, Colorado 80113

Or

kproctor@cherryhillsvillage.com

BASIC FINANCIAL STATEMENTS

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF NET POSITION
As of December 31, 2015

	GOVERNMENTAL ACTIVITIES	BUSINESS TYPE ACTIVITIES	TOTALS 2015	TOTALS 2014
ASSETS				
Cash and Investments	$ 16,816,611	$ 746,611	$ 17,563,222	$ 17,312,404
Receivables				
Property Taxes	4,571,649	-	4,571,649	3,905,065
Sales and Other	350,671	-	350,671	385,752
Accounts Receivable	3,529	-	3,529	12,758
Prepaid Items	169,856	-	169,856	58,230
Capital Assets, Not Depreciated	15,427,358	-	15,427,358	15,393,400
Capital Assets, Depreciated				
Net of Accumulated Depreciation	5,367,556	201,037	5,568,593	5,480,456
TOTAL ASSETS	42,707,230	947,648	43,654,878	42,548,065
LIABILITIES				
Accounts Payable	278,675	23,600	302,275	231,315
Accrued Expenses	37,450	-	37,450	37,000
Unearned Revenue	44,967	-	44,967	29,130
Escrow Deposits	165,718	950	166,668	199,207
Noncurrent Liabilities				
Due within One Year	734,586	-	734,586	744,062
Due in More Than One Year	2,538,052	-	2,538,052	3,227,782
TOTAL LIABILITIES	3,799,448	24,550	3,823,998	4,468,496
DEFERRED INFLOWS OF RESOURCES				
Deferred Property Tax Revenue	4,571,649	-	4,571,649	3,905,065
NET POSITION				
Investment in Capital Assets	17,818,759	201,037	18,019,796	17,144,137
Restricted for Parks and Recreation	2,275,956	-	2,275,956	957,490
Restricted for Emergencies	281,000	-	281,000	290,000
Restricted for Public Art	349,979	-	349,979	-
Unrestricted	13,610,439	722,061	14,332,500	15,782,877
TOTAL NET POSITION	$ 34,336,133	$ 923,098	$ 35,259,231	$ 34,174,504

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF ACTIVITIES
Year Ended December 31, 2015

FUNCTIONS/PROGRAMS	EXPENSES	PROGRAM REVENUES		
		CHARGES FOR SERVICES	OPERATING GRANTS AND CONTRIBUTIONS	CAPITAL GRANTS AND CONTRIBUTIONS
PRIMARY GOVERNMENT				
Governmental Activities				
General Government	$ 1,533,465	$ -	$ -	$ -
Judicial	81,424	248,726	-	-
Community Development	549,527	1,016,561	-	-
Village Crier	21,361	17,431	-	-
Public Safety	3,124,542	72,468	-	-
Public Works	947,196	-	368,785	-
Parks and Recreation	2,167,380	-	-	311,795
Interest on Long Term Debt	18,925	-	-	-
Total Governmental Activities	8,443,820	1,355,186	368,785	311,795
Business-Type Activities				
Water and Sewer	132,471	105,805	-	53,700
Total Business-Type Activities	132,471	105,805	-	53,700
Total Primary Government	$ 8,576,291	$ 1,460,991	$ 368,785	$ 365,495

GENERAL REVENUES
Property Taxes
Specific Ownership Taxes
Sales and Use Taxes
Franchise Fees
Interest
Miscellaneous

TOTAL GENERAL REVENUES

CHANGE IN NET POSITION

NET POSITION Beginning

NET POSITION Ending

The accompanying notes are an integral part of the financial statements.

NET (EXPENSE) REVENUE AND CHANGE IN NET POSITION

GOVERNMENTAL ACTIVITIES	BUSINESS-TYPE ACTIVITIES	TOTALS 2015	TOTALS 2014
$ (1,533,465)	$ -	$ (1,533,465)	$ (1,516,513)
167,302	-	167,302	228,434
467,034	-	467,034	755,515
(3,930)	-	(3,930)	(2,592)
(3,052,074)	-	(3,052,074)	(2,996,254)
(578,411)	-	(578,411)	(737,436)
(1,855,585)	-	(1,855,585)	(1,101,236)
(18,925)	-	(18,925)	(12,895)
(6,408,054)	-	(6,408,054)	(5,382,977)
-	27,034	27,034	(36,917)
-	27,034	27,034	(36,917)
(6,408,054)	27,034	(6,381,020)	(5,419,894)
3,876,261	-	3,876,261	3,866,545
294,629	-	294,629	279,490
2,257,257	-	2,257,257	2,551,799
551,716	-	551,716	597,610
32,664	1,294	33,958	21,647
451,926	-	451,926	296,081
7,464,453	1,294	7,465,747	7,613,172
1,056,399	28,328	1,084,727	2,193,278
33,279,734	894,770	34,174,504	31,981,226
$ 34,336,133	$ 923,098	$ 35,259,231	$ 34,174,504

CITY OF CHERRY HILLS VILLAGE, COLORADO

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2015

	General Fund	Parks and Recreation Fund	Other Governmental Funds	TOTAL GOVERNMENTAL FUNDS 2015	TOTAL GOVERNMENTAL FUNDS 2014
ASSETS					
Cash and Investments	$ 12,117,624	$ 2,418,672	$ 2,280,315	$ 16,816,611	$ 16,612,216
Property Taxes Receivable	2,798,900	1,772,749	-	4,571,649	3,905,065
Accounts Receivable	760	2,769	-	3,529	12,758
Other Receivables	350,671	-	-	350,671	385,752
Prepaid Items	169,856	-	-	169,856	58,230
Interfund Receivable	-	-	-	-	1,542,491
TOTAL ASSETS	$ 15,437,811	$ 4,194,190	$ 2,280,315	$ 21,912,316	$ 22,516,512
LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY					
LIABILITIES					
Accounts Payable	$ 110,833	$ 138,972	$ 28,870	$ 278,675	$ 231,315
Accrued Expenses	32,806	4,644	-	37,450	37,000
Unearned Revenue	-	-	44,967	44,967	29,130
Escrow Deposits	163,849	1,869	-	165,718	169,140
Interfund Payable	-	-	-	-	1,542,491
TOTAL LIABILITIES	307,488	145,485	73,837	526,810	2,009,076
DEFERRED INFLOWS OF RESOURCES					
Deferred Property Tax Revenue	2,798,900	1,772,749	-	4,571,649	3,905,065
FUND EQUITY					
Nonspendable	169,856	-	-	169,856	58,230
Restricted	630,979	-	2,206,478	2,837,457	2,334,197
Committed	6,342,155	2,275,956	-	8,618,111	7,757,377
Unassigned	5,188,433	-	-	5,188,433	6,452,567
TOTAL FUND EQUITY	12,331,423	2,275,956	2,206,478	16,813,857	16,602,371
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY	$ 15,437,811	$ 4,194,190	$ 2,280,315		

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	20,794,914	20,649,207
Long-term liabilities are not due and payable in the current period and are not reported in the funds. These include long term obligation of ($2,976,155), and Accrued Compensated Absences ($296,483).	(3,272,638)	(3,971,844)
Net position of governmental activities	$ 34,336,133	$ 33,279,734

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2015

	General Fund	Parks and Recreation Fund	Other Governmental Funds	TOTAL GOVERNMENTAL FUNDS 2015	TOTAL GOVERNMENTAL FUNDS 2014
REVENUES					
Property Taxes	$ 2,404,979	$ 1,471,282	$ -	$ 3,876,261	$ 3,866,545
Specific Ownership Taxes	294,629	-	-	294,629	279,490
Sales and Use Taxes	2,228,129	-	-	2,228,129	2,521,988
Franchise Fees	551,716	-	-	551,716	597,610
Licenses and Permits	1,016,561	-	-	1,016,561	1,211,560
Intergovernmental	397,913	-	311,795	709,708	714,715
Charges for Services	321,194	-	-	321,194	371,313
Miscellaneous	457,640	-	11,717	469,357	313,343
Interest	21,857	6,251	4,556	32,664	20,803
TOTAL REVENUES	7,694,618	1,477,533	328,068	9,500,219	9,897,367
EXPENDITURES					
Current					
General Government	1,490,002	-	619	1,490,621	1,451,128
Judicial	81,424	-	-	81,424	106,703
Community Development	549,527	-	-	549,527	456,045
Village Crier	21,361	-	-	21,361	19,854
Public Safety	3,094,845	-	-	3,094,845	2,857,783
Public Works	1,156,758	-	-	1,156,758	1,011,125
Parks and Recreation	-	948,008	165,168	1,113,176	1,046,589
Debt Service					
Principal	-	734,625	-	734,625	735,730
Interest	-	18,925	-	18,925	12,895
Capital Outlay	1,027,471	-	-	1,027,471	665,479
TOTAL EXPENDITURES	7,421,388	1,701,558	165,787	9,288,733	8,363,331
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	273,230	(224,025)	162,281	211,486	1,534,036
OTHER FINANCING SOURCES (USES)					
Transfers In	-	1,542,491	-	1,542,491	-
Transfers Out	(1,542,491)	-	-	(1,542,491)	-
TOTAL OTHER FINANCING SOURCES (USES)	(1,542,491)	1,542,491	-	-	-
NET CHANGE IN FUND BALANCES	(1,269,261)	1,318,466	162,281	211,486	1,534,036
FUND BALANCES, Beginning	13,600,684	957,490	2,044,197	16,602,371	15,068,335
FUND BALANCES, Ending	$ 12,331,423	$ 2,275,956	$ 2,206,478	$ 16,813,857	$ 16,602,371

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
Year Ended December 31, 2015

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:	
Net Changes in Fund Balances - Total Governmental Funds	$ 211,486
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay $559,778 exceeded depreciation ($327,280) and loss on disposal of assets ($86,791) in the current period.	145,707
Repayment of long-term debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. These include debt payments of $734,625 and change in accrued compensated absences of ($35,419).	699,206
Change in Net Position of Governmental Activities	$ 1,056,399

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF NET POSITION
PROPRIETARY FUND TYPE
As of December 31, 2015

ASSETS	2015	2014
Current Assets		
Cash and Investments	$ 746,611	$ 700,188
Total Current Assets	746,611	700,188
Noncurrent Assets		
Capital Assets, net of accumulated depreciation	201,037	224,649
TOTAL ASSETS	947,648	924,837
LIABILITIES		
Current Liabilities		
Accounts Payable	23,600	-
Escrow Deposits	950	30,067
TOTAL LIABILITIES	24,550	30,067
NET POSITION		
Investment in Capital Assets	201,037	224,649
Unrestricted	722,061	670,121
TOTAL NET POSITION	$ 923,098	$ 894,770

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUND TYPE
Year Ended December 31, 2015

	2015	2014
OPERATING REVENUES		
Charges for Services	$ 105,805	$ 33,793
TOTAL OPERATING REVENUES	105,805	33,793
OPERATING EXPENSES		
Operations	106,239	70,207
General and Administrative	2,620	5,891
Depreciation	23,612	23,612
TOTAL OPERATING EXPENSES	132,471	99,710
OPERATING INCOME	(26,666)	(65,917)
NON-OPERATING REVENUES (EXPENSES)		
Interest Income	1,294	844
TOTAL NON-OPERATING REVENUES (EXPENSES)	1,294	844
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(25,372)	(65,073)
Capital Contributions- Tap Fees	53,700	29,000
CHANGE IN NET POSITION	28,328	(36,073)
NET POSITION Beginning	894,770	930,843
NET POSITION, Ending	$ 923,098	$ 894,770

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF CASH FLOWS
PROPRIETARY FUND TYPE
Year Ended December 31, 2015
Increase (Decrease) in Cash and Cash Equivalents

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Customers	$ 105,805	$ 34,765
Cash Paid to Suppliers	(114,376)	(161,870)
Net Cash Provided (Used) by Operating Activities	(8,571)	(127,105)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Capital Contributions	53,700	29,000
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Received	1,294	844
Net Increase in Cash and Cash Equivalents	46,423	(97,261)
CASH AND CASH EQUIVALENTS, Beginning	700,188	797,449
CASH AND CASH EQUIVALENTS, Ending	$ 746,611	$ 700,188
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating Income	$ (26,666)	$ (65,917)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities		
Depreciation	23,612	23,612
Changes in Assets and Liabilities		
Accounts Receivable	-	972
Accounts Payable	23,600	(85,772)
Escrow Deposits	(29,117)	-
Total Adjustments	18,095	(61,188)
Net Cash Provided by Operating Activities	$ (8,571)	$ (127,105)

The accompanying notes are an integral part of the financial statements.

CITY OF CHERRY HILLS VILLAGE, COLORADO

STATEMENT OF FIDUCIARY NET ASSETS
AGENCY FUND- SPECIAL IMPROVEMENT DISTRICT NO.7
December 31, 2015

	Agency Fund
ASSETS	
Cash and Investments	$ 16,545
LIABILITIES	
Due to Property Owners	16,545
TOTAL LIABILITIES	$ 16,545

The accompanying notes are an integral part of the financial statements.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES***

The City of Cherry Hills Village, Colorado (the "City") is a continuation of the Town of Cherry Hills Village after adoption of its Home Rule Charter in 1966. The City is governed by a Mayor and six-member council elected by the residents.

The accounting policies of the City of Cherry Hills Village, Colorado conform to generally accepted accounting principles as applicable to governments. Following is a summary of the more significant policies.

Reporting Entity

In accordance with governmental accounting standards, the City of Cherry Hills Village has considered the possibility of inclusion of additional entities in its basic financial statements.

The definition of the reporting entity is based primarily on financial accountability. The City is financially accountable for organizations that make up its legal entity. It is also financially accountable for legally separate organizations if City officials appoint a voting majority of the organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City. The City may also be financially accountable for governmental organizations that are fiscally dependent upon it.

Based on the application of these criteria, the City does not include additional organizations in its reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segments are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** (Continued)

Government-Wide and Fund Financial Statements (Continued)

Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Property taxes, specific ownership taxes, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The *Parks and Recreation Fund* accounts for allocated property tax revenues for parks and recreation activities.

The City reports the following major proprietary fund:

The *Water Fund* accounts for the financial activities associated with the provision of water services.

Additionally, the City reports the following fund type:

The *Agency Fund* accounts for resources to support the activities of the Special Improvement District No. 7. The City holds all assets in a purely custodial capacity.

Cash and Investments

Cash equivalents include investments with original maturities of three months or less. Investments are recorded at fair value.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** (Continued)

Capital Assets

Capital assets, which include property and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property and equipment of the City is depreciated using the straight line method over the following estimated useful lives:

Buildings and Improvements	50 years
Machinery and Equipment	10-25 years
Vehicles	5-10 years
Infrastructure (Sewer Lines)	25-50 years

Compensated Absences

The City allows its employees to accrue personal time off (PTO). Employees are expected to manage their PTO banks throughout the year, and banks should not exceed 200 hours. Any excess leave accumulated (over 200 hours) at the end of the year shall be subject to forfeiture except where the employee has been denied the opportunity to take vacation time, or where special circumstances exist, and approval to exceed the limits has been authorized by the City Manager. If approved, hours in excess of the 200 hour maximum will be paid at 100% of the employee's regular hourly pay rate during the year in which the PTO was accrued. Upon separation of employment, up to 200 hours of unused PTO are paid out using the employee's regular hourly pay rate. Hours in excess of 200 are paid out at a rate of 50% of the employee's regular hourly pay rate.

These compensated absences are recognized when due in the governmental fund types. A liability has been recorded in the government-wide financial statements for the accrued compensated absences.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** **(Continued)**

Long-Term Obligations

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheets will sometimes report a separate section for deferred outflows or resources. This separate financial statement element, *deferred outflow of resources*, represents a consumption of net position and fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and balance sheets will sometimes report a separate section for deferred inflows or resources. This separate financial statement element, *deferred inflow of resources*, represents an acquisition of net position and fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Property Taxes

Property taxes are levied on November 1 and attach as an enforceable lien on property on January 1. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's office collects property taxes and remits to the City on a monthly basis.

Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred revenue are recorded at December 31. As the tax is collected in the succeeding year, the deferred revenue is recognized as revenue and the receivable is reduced.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** (Continued)

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable – This classification includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact. At December 31, 2015, the City's nonspendable fund balance are prepaid expenses.

- Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The City has classified the following amounts as restricted:

    1. General Fund: Emergency Reserves of $281,000 are restricted because their use is restricted by State Statute for declared emergencies. In addition donations in the amount of $349,979 are restricted for art purchases.
    2. Land Donation Fund: The fund balance in this fund is restricted because their use is restricted by donors.
    3. Open Space Fund: The fund balance in this fund is restricted because their use is restricted by vote.
    4. Conservation Trust Fund: The fund balance in this fund is restricted because their use is restricted by State statute.

- Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the City Council. These amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. As of December 31, 2015, the City committed $6,342,155 of its General Fund fund balance to be used for capital projects. In addition, the City has committed the fund balance in the Park and Recreation Fund to be used for parks and open space projects and maintenance.

- Assigned – This classification includes amounts that are constrained by the City Council intent to be used for specific purposes, but are neither restricted nor committed. As of December 31, 2015, the City does not have any assigned fund balances.

NOTE 1: ***SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*** (Continued)

- Unassigned – This classification includes the residual fund balance for the General Fund. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

The City would typically use restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned resources.

Comparative Data

Comparative total data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the City's financial position and operations. However, complete comparative data in accordance with generally accepted accounting principles has not been presented since its inclusion would make the financial statements unduly complex and difficult to read.

Data in these columns do not present financial position or results of operations in conformity with generally accepted accounting principles. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

NOTE 2: ***STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY***

Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- In October, the City staff submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.

- Public hearings are conducted to obtain taxpayer comments.

- Prior to December 31, the budget is legally enacted through passage of a resolution.

- The City Administration is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the City Council.

NOTE 2: ***STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY*** (Continued)

- Budgets are legally adopted for all funds of the City. Budgets for the General and Special Revenue Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). The Budgetary comparison presented for the Enterprise Fund is presented on a non-GAAP budgetary basis. Capital outlay and debt payments are budgeted as expenditures.

- Budgeted amounts in the financial statements are as originally adopted or as amended by the City Council. All appropriations lapse at year end. Colorado governments may not exceed budgeted appropriations at the fund level.

NOTE 3: ***DEPOSITS AND INVESTMENTS***

A summary of deposits and investments as of December 31, 2015 follows:

Petty Cash	$ 350
Cash Deposits	1,942,482
Investments	15,636,935
Total	**$ 17,579,767**

Cash and investments are reported in the financial statements as follows:

Governmental Activities	$ 16,816,611
Business-type Activities	746,611
Fiduciary Funds	16,545
Total	**$ 17,579,767**

Deposits

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. At December 31, 2015, State regulatory commissioners have indicated that all financial institutions holding deposits for the City are eligible public depositories. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution, or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

NOTE 3: ***DEPOSITS AND INVESTMENTS*** (Continued)

Deposits (Continued)

Custodial Credit Risk – Deposits (Continued)

The City has no policy regarding custodial credit risk for deposits.

At December 31, 2015, the City had deposits with financial institutions with a carrying amount of $1,942,482. The bank balances with the financial institutions were $2,089,148. Of these balances, $750,000 was covered by federal depository insurance and $1,339,148 was covered by collateral held by authorized escrow agents in the financial institutions name (PDPA).

Investments

Interest Rate Risk

The City has a formal investment policy that limits interest rate risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and by investing operating funds primarily with durations of no longer than five years, money market mutual funds, or similar investment pools.

Credit Risk

Colorado statutes specify in which instruments the units of local government may invest which includes:

- Obligations of the United States and certain U.S. government agency securities
- General obligation and revenue bonds of U.S. local government entities
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

The above investments are authorized for all funds and fund types used by Colorado municipalities.

NOTE 3: ***DEPOSITS AND INVESTMENTS*** (Continued)

Investments (Continued)

Credit Risk (Continued)

The City had invested $15,636,835 in the Colorado Government Liquid Asset Trust and the Colorado Surplus Asset Fund Trust (COLOTRUST and CSAFE); investment vehicles established for local government entities in Colorado to pool surplus funds and are registered with the State Securities Commissioner. They operate similarly to a money market fund and each share is equal in value to $1.00. Investments consist of U.S. Treasury and U.S. Agency securities and repurchase agreements collateralized by U.S. Treasury and U.S. Agency securities. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the entities. Colotrust is rated AAA and CSAFE is rated AAAm by Standard and Poor's.

NOTE 4: ***INTERFUND AMOUNTS***

The General Fund transferred $1,542,491 to the Parks and Recreation Fund to remove the liability to repay the loan from the Balance Sheet.

NOTE 5: *CAPITAL ASSETS*

Capital assets activity for the year ended December 31, 2015 is summarized below:

	Balances 12/31/14	Additions	Deletions	Balances 12/31/15
Governmental Activities				
Capital Assets, not depreciated				
Land	$ 15,393,400	$ -	$ -	$ 15,393,400
Construction in Progress	-	33,958	-	33,958
Total Capital Assets, not depreciated	15,393,400	33,958	-	15,427,358
Capital Assets, depreciated				
Buildings	4,986,859	-	-	4,986,859
Software	104,367	-	-	104,367
Machinery and Equipment	2,531,102	525,820	328,711	2,728,211
Total Capital Assets, depreciated	7,622,328	525,820	328,711	7,819,437
Less Accumulated Depreciation				
Buildings	648,708	98,197	-	746,905
Software	34,285	10,437	-	44,722
Machinery and Equipment	1,683,528	218,646	241,920	1,660,254
Total Accumulated Depreciation	2,366,521	327,280	241,920	2,451,881
Total Capital Assets, depreciated, Net	5,255,807	198,540	86,791	5,367,556
Governmental Activities, Capital Assets, Net	**$ 20,649,207**	**$ 232,498**	**$ 86,791**	**$ 20,794,914**
Business-Type Activities				
Capital Assets, depreciated				
Sewer Lines	$ 708,364	$ -	$ -	$ 708,364
Total Capital Assets, depreciated	708,364	-	-	708,364
Less: Accumulated Depreciation				
Sewer Lines	483,715	23,612	-	507,327
Total Accumulated Depreciation	483,715	23,612	-	507,327
Business-Type Activities, Capital Assets, Net	**$ 224,649**	**$ (23,612)**	**$ -**	**$ 201,037**

Depreciation expense was charged to functions/programs of the City as follows:

Governmental Activities

General Government	$ 51,102
Public Safety	143,811
Public Works	105,634
Parks and Recreation	26,733
Total	**$ 327,280**

NOTE 6: *LONG-TERM DEBT*

Governmental Activities

Following is a summary of long-term debt transactions for the governmental activities for the year ended December 31, 2015.

	Balance 12/31/14	Additions	Payments	Balance 12/31/15	Due In One Year
South Suburban Obligation	$ 3,710,780	$ -	$ 734,625	$ 2,976,155	$ 734,586
Accrued Compensated Absences	261,064	35,419	-	296,483	-
Total	**$ 3,971,844**	**$ 35,419**	**$ 734,625**	**$ 3,272,638**	**$ 734,586**

Accrued Compensated Absences are being paid from resources generated by the General Fund.

South Suburban Obligation

The City initiated exclusion from the South Suburban Parks and Recreation District (the "District'). The resulting litigation produced an order from the District Court dated November 2004. The order requires the City to pay the District $9,660,838 for the conveyance and transfer of facilities, including water rights, parks, trails, and other considerations.

The City's appeals process ended in November 2009 with a final decision by the Colorado Supreme Court, denying the appeal. The City is required to make annual principal and interest payments, beginning in December 2006 through 2019. Interest on the obligation accrues at the two-year Treasury bill rate.

Annual debt service requirements for the outstanding obligation at December 31, 2015 are estimated at a .51% interest rate and are as follows:

Year Ended December 31,	Principal	Interest	Total
2016	$ 734,586	$ 25,387	$ 759,973
2017	740,185	19,053	759,238
2018	757,962	1,276	759,238
2019	743,422	632	744,054
Total Debt Service Requirements	**$ 2,976,155**	**$ 46,348**	**$ 3,022,503**

NOTE 7: ***RETIREMENT COMMITMENTS***

Police Pension Plan

Plan Description - The City contributes to a single employer money purchase pension plan (Plan) on behalf of police officers. All full time, paid police employees of the City are members of the Plan.

Funding Policy - The contribution requirements of plan members and the City are established and may be amended by the City Council. Both the City and the employee contribute 8.0% of the employee's covered salary. Employees vest in 25% of the City contributions after one year of employment and an additional 25% each year thereafter. Employees fully vest after four years of participation in the Plan. During the year ending December 31, 2015 the City contributed $138,936 to the Plan, equal to the required contributions. All Plan assets are managed by the International City/County Management Association Retirement Corporation.

Non-Sworn Managers Pension Plan

The City contributes to a single-employer defined contribution money purchase pension plan (the "Plan") on behalf of non-sworn managers. All non-sworn managers are required to participate in the Plan. The contribution requirements are established and may be amended by the City Council. The city is required to contribute 5% the employee's covered salary and employees contribute 11% of covered salary. Employees fully vest in the Plan immediately.

During the year ended December 31, 2015, the City contributed $34,779 to the Plan, equal to the required contributions. All Plan assets are managed by the International City/County Management Association Retirement Corporation.

Deferred 457 Compensation Plan

The City has a deferred compensation plan (the "Plan") created in accordance with Internal Revenue Code Section 457. Participation in the Plan is optional for employees. The City matches the contribution of participating employees up to 3% of sworn police officer salaries and up to 5% of other non-management employee salaries. Total contributions to the Plan during the year ended December 31, 2015, were $198,517. The Plan is administered by the International City/County Management Association Retirement Corporation.

NOTE 8: ***CONSOLIDATION OF WATER AND SANITATION DISTRICTS***

The City has taken action to dissolve certain water and sanitation districts and other entities which have provided services to areas within the City limits. The City will provide water and sanitation services to these and future areas through service contracts with the Board of Water Commissioners to the City and County of Denver (Denver) and the City of Englewood (Englewood).

Denver

The City has entered into a "total service" contract with Denver to provide water service within the City's service area, even though only part of the City is being served at this time. Although the City retains legal title to the water distribution facilities, Denver is responsible for all operations and maintenance, including all replacements of the facilities. Denver bills users within the City directly.

Englewood

The City has a service and maintenance contract with Englewood to provide sanitation services to certain areas within the City. Under the terms of the contract, Englewood treats City sewage and provides routine maintenance services. Englewood bills City residents for these routine services and retains all billing collections. Non-routine major repairs are billed directly to the City. The City retains title to all sewer lines and is responsible for major maintenance and future costs of those lines.

The City has entered into a "total service" contract with Englewood to provide water within two small areas of the City. Englewood is responsible for all operations and maintenance, including all replacements of the distribution facilities within the service areas and bills users directly.

NOTE 9: ***COMMITMENTS AND CONTINGENCIES***

Special Improvement District No. 7

In 2000, the Special Improvement District No. 7 (the "District") issued $595,000 Special Assessment Bonds, Taxable Series 2000A and $930,000 Special Assessment Bonds, Tax Exempt Series 2000B. These bonds were issued to finance improvements within the District. The bonds accrued interest at rates ranging from 5.8% to 8.75% per year.

The Series 2000A bonds were paid in full as of December 31, 2011. During the year ended December 31, 2012, the District issued $585,000 Special Improvement District Revenue Refunding Note, Series 2012 to advance refund the Special Assessment Bonds, Tax Exempt Series 2000B. The note accrues interest at a rate of 2.6% per year. Interest payments are due semi-annually on June 15 and December 15. Principal payments on the note is due annually on December 15, through 2020.

The City is not obligated for this debt and is only acting as an agent for the property owners in collecting assessments and paying the required debt service. The activities of the District are recorded in the City's Agency Fund and the outstanding debt is not recorded on the City's financial statements. Outstanding bonds at December 31, 2015 totaled $370,000.

Denver Christian Schools

In October 2003, the City issued Denver Christian Schools Project Revenue Bonds to provide financial assistance to a private sector entity to acquire equipment and to construct and renovate certain buildings and educational facilities deemed to be in the public interest.

Neither the City, State, nor any political subdivision thereof is obligated in any manner for the repayment of the bonds. Accordingly, the bonds are not reported as a liability in the City's financial statements. Outstanding bonds at December 31, 2015 totaled $1,452,884.

South Metro Fire Rescue Authority

The City entered into an MOU with South Metro Fire Rescue Authority in February of 2011 for the planning and design of a public safety facility.

In September of 2011, the City entered into an Intergovernmental Agreement with the Authority to construct, own, and operate a common public safety facility. Ownership of the facility will be determined by a calculation of the aggregate amount of contributions made by each party to the Agreement. Upon completion of the construction, ongoing operating costs will be calculated based on the percentage share of ownership interest. The original Agreement expired in December 31, 2012 and automatically renews upon the same terms and conditions for one-year periods.

NOTE 9: ***COMMITMENTS AND CONTINGENCIES*** (Continued)

South Metro Fire Rescue Authority (Continued)

The City began construction of the facility in March of 2012 and the construction was substantially completed by December 31, 2012. The City's Police Department along with the South Metro Fire Rescue Authority moved into the new facility in January of 2013. The City's portion of the building cost is recorded as Buildings on the City's government-wide financial statements.

Under the terms of the operations agreement, South Metro Fire Rescue Authority is responsible for paying 50 percent of the buildings utility costs and 20 percent of the building telephone and internet services. During the year ended December 31, 2015, the South Metro Fire Rescue Authority paid $29,289 to the City for reimbursement of these operating costs under the terms of the agreement.

Tabor Amendment

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local government. On November 5, 1996, voters within the City approved the collection, retention and expenditure of the full revenues generated by the City in 1996 and subsequent years for street improvement projects, capital projects, basic municipal services and/or lawful municipal purposes, notwithstanding the provisions of the Amendment.

The City has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2015, the emergency reserve of $281,000 was recorded in the General Fund.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF CHERRY HILLS VILLAGE, COLORADO

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015				
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES					
Property Taxes	$ 2,416,950	$ 2,416,950	$ 2,404,979	$ (11,971)	$ 2,399,568
Specific Ownership Taxes	274,000	274,000	294,629	20,629	101,740
Sales and Use Taxes	2,107,952	2,107,952	2,228,129	120,177	2,521,988
Franchise Fees	489,700	489,700	551,716	62,016	597,610
Licenses and Permits	887,476	887,476	1,016,561	129,085	1,211,560
Intergovernmental	383,532	383,532	397,913	14,381	389,684
Charges for Services	408,000	408,000	321,194	(86,806)	371,313
Miscellaneous	50,260	50,260	457,640	407,380	65,835
Interest	10,000	10,000	21,857	11,857	13,437
TOTAL REVENUES	7,027,870	7,027,870	7,694,618	666,748	7,672,735
EXPENDITURES					
Current					
General Government	1,940,536	1,974,536	1,490,002	484,534	1,450,509
Judicial	72,740	72,740	81,424	(8,684)	106,703
Community Development	603,776	603,776	549,527	54,249	456,045
Village Crier	18,100	18,100	21,361	(3,261)	19,854
Public Safety	3,040,861	3,040,861	3,094,845	(53,984)	2,857,783
Public Works	1,059,562	1,059,562	1,156,758	(97,196)	1,011,125
Capital Outlay	3,170,600	3,170,600	1,027,471	2,143,129	665,479
TOTAL EXPENDITURES	9,906,175	9,940,175	7,421,388	2,518,787	6,567,498
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,878,305)	(2,912,305)	273,230	3,185,535	1,105,237
OTHER FINANCING (USES)					
Transfers Out	-	-	(1,542,491)	(1,542,491)	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	(1,542,491)	(1,542,491)	-
NET CHANGE IN FUND BALANCE	(2,878,305)	(2,912,305)	(1,269,261)	1,643,044	1,105,237
FUND BALANCE, Beginning	5,958,797	5,958,797	13,600,684	7,641,887	12,495,447
FUND BALANCE, Ending	$ 3,080,492	$ 3,046,492	$ 12,331,423	$ 9,284,931	$ 13,600,684

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

PARKS AND RECREATION FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES				
Property Taxes	$ 1,479,014	$ 1,471,282	$ (7,732)	$ 1,466,977
Specific Ownership Taxes	-	-	-	177,750
Interest	5,000	6,251	1,251	4,761
TOTAL REVENUES	1,484,014	1,477,533	(6,481)	1,649,488
EXPENDITURES				
Current				
Personal Services	459,760	456,230	3,530	416,432
Supplies and Materials	24,500	22,236	2,264	24,910
Utilities	33,200	19,601	13,599	19,713
Contractual Services	85,340	82,157	3,183	64,040
Maintenance	55,500	57,094	(1,594)	47,530
Other	291,500	310,690	(19,190)	299,994
Debt Service				
Principal	734,625	734,625	-	735,730
Interest	18,925	18,925	-	12,895
TOTAL EXPENDITURES	1,703,350	1,701,558	1,792	1,621,244
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(219,336)	(224,025)	(4,689)	28,244
OTHER FINANCING SOURCES				
Transfers In	1,542,491	1,542,491	-	-
NET CHANGE IN FUND BALANCE	1,323,155	1,318,466	(4,689)	28,244
FUND BALANCE, Beginning	970,185	957,490	(12,695)	929,246
FUND BALANCE, Ending	$ 2,293,340	$ 2,275,956	$ (17,384)	$ 957,490

See the accompanying independent auditors' report.

COMBINING AND INDIVIDUAL FUND SCHEDULES

CITY OF CHERRY HILLS VILLAGE, COLORADO

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
December 31, 2015

	LAND DONATION FUND	ARAPAHOE COUNTY OPEN SPACE FUND	CONSERVATION TRUST FUND	TOTALS 2015	TOTALS 2014
ASSETS					
Cash and Investments	$ 657,792	$ 845,393	$ 777,130	$ 2,280,315	$ 2,100,739
TOTAL ASSETS	$ 657,792	$ 845,393	$ 777,130	$ 2,280,315	$ 2,100,739
LIABILITIES AND FUND BALANCE					
LIABILITIES					
Accounts Payable	$ -	$ 28,870	$ -	$ 28,870	$ 27,412
Unearned Revenue	-	44,967	-	44,967	29,130
TOTAL LIABILITIES	-	73,837	-	73,837	56,542
FUND BALANCES					
Restricted	657,792	771,556	777,130	2,206,478	2,044,197
TOTAL FUND BALANCES	657,792	771,556	777,130	2,206,478	2,044,197
TOTAL LIABILITIES AND FUND BALANCES	$ 657,792	$ 845,393	$ 777,130	$ 2,280,315	$ 2,100,739

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

NONMAJOR GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
Year Ended December 31, 2015

	LAND DONATION FUND	ARAPAHOE COUNTY OPEN SPACE FUND	CONSERVATION TRUST FUND	TOTALS 2015	TOTALS 2014
REVENUES					
Intergovernmental	$ -	$ 251,447	$ 60,348	$ 311,795	$ 325,031
Other	8,379	3,338	-	11,717	247,508
Interest	1,433	2,828	295	4,556	2,605
TOTAL REVENUES	9,812	257,613	60,643	328,068	575,144
EXPENDITURES					
General Government	619	-	-	619	619
Parks and Recreation	-	157,397	7,771	165,168	173,970
TOTAL EXPENDITURES	619	157,397	7,771	165,787	174,589
CHANGE IN FUND BALANCES	9,193	100,216	52,872	162,281	400,555
FUND BALANCES, Beginning	648,599	671,340	724,258	2,044,197	1,643,642
FUND BALANCES, Ending	$ 657,792	$ 771,556	$ 777,130	$ 2,206,478	$ 2,044,197

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

LAND DONATION FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES				
Interest	$ 1,000	$ 1,433	$ 433	$ 935
Other	5,000	8,379	3,379	244,444
TOTAL REVENUES	6,000	9,812	3,812	245,379
EXPENDITURES				
General and Administrative	5,620	619	5,001	619
TOTAL EXPENDITURES	5,620	619	5,001	619
NET CHANGE IN FUND BALANCE	380	9,193	8,813	244,760
FUND BALANCE, Beginning	642,436	648,599	6,163	403,839
FUND BALANCE, Ending	$ 642,816	$ 657,792	$ 14,976	$ 648,599

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

ARAPAHOE COUNTY OPEN SPACE FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015				
	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES					
Open Space Shareback	$ 125,000	$ 125,000	$ 142,285	$ 17,285	$ 129,570
Intergovernmental	-	-	109,162	109,162	135,870
Other	2,000	2,000	3,338	1,338	3,064
Interest	1,200	1,200	2,828	1,628	1,477
TOTAL REVENUES	128,200	128,200	257,613	129,413	269,981
EXPENDITURES					
Parks and Recreation	130,000	159,130	157,397	1,733	173,652
TOTAL EXPENDITURES	130,000	159,130	157,397	1,733	173,652
NET CHANGE IN FUND BALANCE	(1,800)	(30,930)	100,216	131,146	96,329
FUND BALANCE, Beginning	501,857	501,857	671,340	169,483	575,011
FUND BALANCE, Ending	$ 500,057	$ 470,927	$ 771,556	$ 300,629	$ 671,340

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

CONSERVATION TRUST FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES				
Intergovernmental	$ 50,000	$ 60,348	$ 10,348	$ 59,591
Interest	200	295	95	193
TOTAL REVENUES	50,200	60,643	10,443	59,784
EXPENDITURES				
Parks and Recreation	35,000	7,771	27,229	318
NET CHANGE IN FUND BALANCE	15,200	52,872	37,672	59,466
FUND BALANCE, Beginning	685,125	724,258	39,133	664,792
FUND BALANCE, Ending	$ 700,325	$ 777,130	$ 76,805	$ 724,258

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

WATER AND SEWER FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES				
Tap Fees	$ -	$ 53,700	$ 53,700	$ 29,000
Sewer Administration Fees	2,328	11,634	9,306	2,328
Sewer Repairs and Maintenance Fees	56,700	63,655	6,955	31,440
Miscellaneous	-	30,516	30,516	25
Interest	800	1,294	494	844
TOTAL REVENUES	59,828	160,799	100,971	63,637
EXPENDITURES				
Legal Fees	1,000	1,571	(571)	1,287
Contractual Services	25,000	195	24,805	-
Repairs and Maintenance	300,000	106,239	193,761	70,207
Other	1,000	854	146	4,604
Depreciation Expense	26,750	23,612	3,138	23,612
TOTAL EXPENDITURES	353,750	132,471	221,279	99,710
NET INCOME	$ (293,922)	28,328	$ 322,250	(36,073)
NET POSITION, Beginning		894,770		930,843
NET POSITION, Ending		$ 923,098		$ 894,770

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

AGENCY FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2015

	2015			
	ORIGINAL AND FINAL BUDGET	ACTUAL	VARIANCE Positive (Negative)	2014 ACTUAL
REVENUES				
Assessment Revenue	$ 66,371	$ 59,192	$ (7,179)	$ 71,278
Interest on Assessments	13,330	13,198	(132)	15,773
Interest Income	50	48	(2)	43
Other	-	-	-	-
TOTAL REVENUES	79,751	72,438	(7,313)	87,094
EXPENDITURES				
Treasurer's Fees	798	724	74	870
Debt Service				
Principal	80,000	70,000	10,000	70,000
Interest Expense	11,151	10,530	621	12,360
TOTAL EXPENDITURES	91,949	81,254	10,695	83,230
NET CHANGE IN FUND BALANCE	(12,198)	(8,816)	3,382	3,864
FUND BALANCE, Beginning	36,433	25,361	(11,072)	21,497
FUND BALANCE, Ending	$ 24,235	$ 16,545	$ (7,690)	$ 25,361

See the accompanying independent auditors' report.

CITY OF CHERRY HILLS VILLAGE, COLORADO

AGENCY FUND
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
Year Ended December 31, 2015

	BALANCE DECEMBER 31, 2014	ADDITIONS	DEDUCTIONS	BALANCE DECEMBER 31, 2015
ASSETS				
Cash and Investments	$ 25,361	$ 72,438	$ 81,254	$ 16,545
LIABILITIES				
Due Property Owners	25,361	72,438	81,254	16,545
TOTAL LIABILITIES	$ 25,361	$ 72,438	$ 81,254	$ 16,545

See the accompanying independent auditors' report.

STATE COMPLIANCE

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT	City or County: Arapahoe
	YEAR ENDING : December 2015
This Information From The Records Of (example - City of _ or County of City of Cherry Hills Village	Prepared By: Karen L. Proctor Phone: 303-783-2723

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from local sources:	
1. Local highway-user taxes	
a. Motor Fuel (from Item I.A.5.)	
b. Motor Vehicle (from Item I.B.5.)	
c. Total (a.+b.)	
2. General fund appropriations	946,271
3. Other local imposts (from page 2)	408,624
4. Miscellaneous local receipts (from page 2)	0
5. Transfers from toll facilities	
6. Proceeds of sale of bonds and notes:	
a. Bonds - Original Issues	
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a. + b. + c.)	0
7. Total (1 through 6)	1,354,895
B. Private Contributions	
C. Receipts from State government (from page 2)	253,670
D. Receipts from Federal Government (from page 2)	0
E. Total receipts (A.7 + B + C + D)	1,608,565

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway disbursements:	
1. Capital outlay (from page 2)	405,569
2. Maintenance:	617,313
3. Road and street services:	
a. Traffic control operations	8,918
b. Snow and ice removal	41,190
c. Other	2,810
d. Total (a. through c.)	52,918
4. General administration & miscellaneous	240,353
5. Highway law enforcement and safety	292,411
6. Total (1 through 5)	1,608,565
B. Debt service on local obligations:	
1. Bonds:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a. + b.)	0
3. Total (1.c + 2.c)	0
C. Payments to State for highways	
D. Payments to toll facilities	
E. Total disbursements (A.6 + B.3 + C + D)	1,608,565

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				0
1. Bonds (Refunding Portion)				
B. Notes (Total)				0

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
		1,608,565	1,608,565		(0)

Notes and Comments:

FORM FHWA-536 (Rev. 1-05) PREVIOUS EDITIONS OBSOLETE (Next Page)

LOCAL HIGHWAY FINANCE REPORT	STATE: Colorado
	YEAR ENDING (mm/yy): December 2015

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		**A.4. Miscellaneous local receipts:**	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalities	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	408,624	g. Other Misc. Receipts	
6. Total (1. through 5.)	408,624	h. Other	
c. Total (a. + b.)	408,624	i. Total (a. through h.)	0
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user taxes	227,877	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	25,793	d. Federal Transit Admin	
d. Other (Specify)		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	25,793	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	253,670	3. Total (1. + 2.g)	
			(Carry forward to page 1)

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs		11,337	11,337
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation		394,233	394,233
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	394,233	394,233
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	405,569	405,569
			(Carry forward to page 1)

Notes and Comments:

FORM FHWA-536 (Rev.1-05) PREVIOUS EDITIONS OBSOLETE

MICHOW COX & MCASKIN LLP
ATTORNEYS AT LAW

TO:	Honorable Mayor Christman and City Council Jay Goldie, Interim City Manager
CC:	Kathryn Ducharme, Human Resources Analyst
FROM:	Linda Michow, City Attorney
DATE:	April 15, 2016
SUBJECT:	City Manager Agreement Approval and Ratification of Mayor's Signature

ISSUE:

The fully executed city manager agreement with Mr. James Thorsen ("Agreement") is presented on the April 19, 2016 City Council agenda for City Council approval and ratification of the Mayor's signature. Mr. Thorsen's first official day of employment is June 1, 2016.

BACKGROUND:

With the assistance of the executive search firm, Slavin Management Consultants, the City Council has selected James Thorsen to serve in the role of City Manager for Cherry Hills Village. In accordance with Section 5.7 of the Home Rule Charter, the "Council may by majority vote with the express concurrence of the Mayor... appoint a City Manager to serve at the pleasure of a majority of the Council at a salary to be fixed by the Council..."

At the April 5, 2016 Council meeting, City Council authorized contract negotiations with Mr. Thorsen and further authorized the Mayor to sign an employment agreement consistent with the parameters discussed in executive session occurring on the same date.

The terms of the Agreement are consistent with Council's direction and have been accepted by Mr. Thorsen. Accordingly, the Mayor and Mr. Thorsen have executed the attached Agreement, thus enabling Mr. Thorsen to move forward with relocation of his household from California to Colorado.

To comply with Section 5.7 of the Home Rule Charter, City Council is asked to formally approve the attached Agreement and to ratify the Mayor's signature.

PROPOSED MOTION:

"I MOVE TO APPROVE A CITY MANAGER EMPLOYMENT AGREEMENT WITH JAMES THORSEN EFFECTIVE ON JUNE 1, 2016, AND TO RATIFY THE EXECUTION OF SUCH AGREEMENT BY THE MAYOR."

CITY OF CHERRY HILLS VILLAGE
CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement (the "**Agreement**") is made and entered into by and between the City of Cherry Hills Village, a home rule municipality of the State of Colorado (the "**City**") and James Thorsen ("**Manager**"). The City and the Manager are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, in accordance with Section 5.7 of the Home Rule Charter for the City of Cherry Hills Village, Colorado ("**Charter**"), the City Council desires to employ Manager as an at-will employee and the City Manager of the City based upon the terms and conditions set forth in this Agreement; and

WHEREAS, Manager desires to accept employment as the Manager based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the payments, promises, and other good and valuable consideration provided for in this Agreement, the Parties agree as follows:

Section 1. Conditional Employment Offer.

This Agreement shall constitute an employment offer contingent upon the City's receipt of satisfactory results of a City's drug screen test prior to commencing employment. The cost of such test shall be borne by the City. Without limiting the at-will nature of the employment relationship contemplated in this Agreement, the City retains and reserves the right to terminate this Agreement and rescind Manager's employment without any further liability or obligation to Manager based on the results of such drug screen test.

Unless specifically altered herein, the Personnel Policies and Procedures of the City as may be in effect and amended from time to time, shall govern this employment relationship.

Section 2. Duties.

A. Duties generally. Subject to Section 1 of this Agreement, the City hereby agrees to employ Manager as the City Manager, and such employment shall commence on June 1, 2016. In that capacity, Manager shall perform the functions and duties outlined in Section 2-3-40(b) of the Cherry Hills Village Municipal Code and such other duties and functions as the City Council shall from time to time assign. The Manager shall report to and serve at the pleasure of the City Council.

B. Full-time. The Manager acknowledges and agrees that the Manager position shall be a full-time executive exempt position that shall require a minimum average of forty hours of work per week. It is recognized that the Manager must devote a great deal of time

outside the normal office hours on business for the City, and thus, the Manager shall be allowed to establish an appropriate work schedule subject to the approval of City Council. Manager may engage in non-compensated professional activities and groups, so long as such engagement does not conflict with the interests of the City or performance of the Manager's duties and assignments. The City Council shall resolve any questions regarding actual or potential conflicts of interest under this provision.

C. No other employment. Manager shall not accept employment with or actively engage in any other business or employment while employed as Manager unless approved by the Council in writing, which approval may be reasonably withheld.

D. Staffing. The Council represents that the policy of the City is to maintain staffing levels at budgeted amounts, which may vary from year to year or within a year.

E. Budget. Manager acknowledges that the City Council adopts a budget and makes appropriations for the operations of the City, including staffing, for each calendar year, and further acknowledges and agrees that the duties described in this Agreement shall be performed within the adopted budget and appropriated amounts.

Section 3. Term and Termination.

A. Effective date. This Agreement shall become effective on June 1, 2016 (the "**Effective Date**"), irrespective of the date upon which either Party executes it. It shall thereafter remain in effect until terminated by either Party.

B. Employment at-will. The employment described in this Agreement is at-will. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement at any time, with or without cause to do so. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with Manager's right to terminate this Agreement at any time, with or without cause to do so.

C. Limit on compensation. Upon termination of this Agreement by either Party, the City shall pay Manager the compensation provided for in Section 4 of this Agreement through the date of termination. Manager shall not be entitled to additional compensation in any form except severance pay as outlined in Section 5 of this Agreement.

D. Notice of intent to terminate Agreement. Manager agrees that he will provide the City not less than sixty (60) days advance notice of his intention to terminate this Agreement, unless the parties agree otherwise in writing. In the event of termination of this Agreement, Manager will reasonably and timely cooperate in the transition of his duties to other City personnel.

E. City option to immediately terminate duties. Should the City exercise its right to terminate this Agreement, it may, in its discretion, require that Manager cease his duties immediately.

Section 4. Salary, Performance and Compensation Reviews; Benefits.

A. Salary. Manager shall be paid a gross annual salary of One Hundred Sixty-Nine Thousand Dollars and No Cents ($169,000.00) commencing on the Effective Date. All payments shall be paid in accordance with the City's regular payroll policy and procedure, and shall be reduced by all mandatory tax and other payroll withholding amounts, as well as by all properly directed voluntary payroll withholding amounts.

B. Performance and compensation reviews. The City Council may schedule and conduct performance reviews of Manager any time and at such intervals as City Council deems appropriate after the Effective Date. Manager shall be eligible for a Four Percent (4%) salary increase no earlier than January 1, 2018 if City Council determines that Manager's performance is successful and in conformance with the goals and direction of City Council. Subsequent salary increases, if any, shall be scheduled, determined, and approved by the City Council in its sole discretion.

C. Relocation reimbursement. Manager shall be entitled to up to Ten Thousand Dollars and No Cents ($10,000.00) in relocation expenses, provided that Manager submits receipts for such expenses to the City's Finance Director within three (3) months of the Effective Date of this Agreement. Reimbursement of relocation expenses may be used for relocating contents of Manager's household, and similar expenses directly related to relocation. Reimbursement by the City shall be paid only upon Manager's timely submission of receipts.

D. Holidays. Manager shall be immediately entitled to paid City holidays.

E. Paid Time Off (PTO). Manager shall be entitled to accrue and use PTO commencing upon the Effective Date starting at the 5-year level, which accrues Two Hundred Eight Hours annually (8.67 hours per pay period for the first two pay periods in a month), in accordance with the PTO policy in the City's Employee Handbook. Except as set forth herein, Manager's accrual and use of PTO shall be governed by the City's Employee Handbook or other applicable policies of the City, which may be amended from time to time.

F. Retirement benefits. Manager shall be eligible to participate in all retirement benefit plans made available to director-level employees of the City.

G. Cell phone and automobile allowance. The City shall provide Manager with a cell phone on the same terms offered to City directors. Manager shall be provided a car allowance of Two Hundred Fifty Dollars and No Cents ($250.00) per month to cover use of Manager's personal vehicle, provided that Manager shall be responsible for purchase, maintenance, mileage, repairs, financing, insurance, taxes, fees and operating expenses for such automobile. This automobile allowance shall be subject to lawfully imposed tax withholdings.

H. Professional Engineer Incentive Pay. Upon the City's receipt of written documentation of Manager's successful reinstatement of Colorado Professional Engineer license by the State of Colorado Office of Licensing – Professional Engineers ("License") within one (1) year of the Effective Date, the City shall provide the Manager a one-time incentive payment of five percent (5%) of Manager's current salary, which amount shall not exceed Eight Thousand Four Hundred Fifty Dollars and No Cents ($8,450.00). Such documentation shall be in a form acceptable to the City, in its sole discretion. The City shall make such one-time payment on a regular payday that occurs within thirty (30) days of the City's acceptance of such documentation, and shall be reduced by all mandatory tax and other payroll withholding amounts, as well as by all properly directed voluntary payroll withholding amounts. Upon securing such License, Manager shall maintain the License at all times during his employment with the City.

I. Other Benefits. Manager opts to decline participation in the City's health, dental, and vision insurance benefit plans ("Insurance Benefits") as of the Effective Date. Manager shall be eligible to receive and/or participate in all benefit plans made available to full-time employees of the City including without limitation health, dental, vision and life insurance as are provided from time to time to other City employees. Except as otherwise stated in the governing documents for a particular benefit program, all benefits programs are subject to modification or termination by the City from time to time, without notice, at the sole discretion of the City.

J. ICMA and CCCMA membership. The City shall pay the costs of International City/County Management Association (ICMA) and Colorado City & County Management Association (CCCMA) memberships for Manager as authorized in advance in the discretion of the City Council.

K. ICMA and CCCMA conference attendance. The City will budget and pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions necessary and appropriate for Manager's professional development as City Manager and to attend to necessary official functions of the City, including but not limited to, the ICMA Annual Conference, the Colorado Municipal League Conference, and other national, regional, state and local government groups and committees that have been authorized in advance in the discretion of City Council. Nothing in this provision shall prevent the Council from decreasing the amount budgeted for such purposes provided that such decrease is deemed necessary and in the best interests of the City as a result of the financial position of the City at the time.

L. Reimbursable expenses. The City shall reimburse, or may pay in advance, the reasonable job-related expenses Manager incurs while performing his role as Manager and as budgeted by the City in accordance with the City's travel and expense reimbursement policy. Nothing in this provision shall prevent the City Council from decreasing the amount budgeted for such purposes.

Section 5. Severance Pay.

A. Severance pay only in limited circumstances. In the event Manager's employment is terminated by the City during the term of this Agreement for other than "Cause" as defined in Section 5.B. during such time that Manager is willing and able to perform the duties of City Manager, the City agrees to pay Manager severance pay as provided herein.

B. Definition of "Cause". For purposes of this Section 5, "**Cause,**" for termination includes:

(1) violating any material term of this Agreement;
(2) failing to perform the job duties stated in this Agreement;
(3) conviction of (or pleading guilty or nolo contendere to):
    a. any misdemeanor involving moral turpitude or fraudulent conduct, or
    b. any felony;
(4) theft of property from the City;
(5) material misuse of any assets or property of the City;
(6) violation of any federal, state or City discrimination or harassment laws or policies;
(7) violation of any state or City conflict of interest or code of ethics laws or policies; or
(8) accepting employment with or actively engaging in any other business in violation of this Agreement.

C. Notice required in limited circumstances. If the City asserts that the actions of Manager meet the requirements of subparagraph (1) or (2) of the definition of "Cause" set forth in Section 5.B. above, "Cause" shall not be present unless: (i) the City shall have given Manager written notice specifying in reasonable detail the event or circumstances constituting Cause; and (ii) Manager shall have failed to commence with a cure for such event or circumstances within five (5) calendar days from the date the City provided the written notice to Manager.

D. No severance pay if termination for Cause or resignation, death, disability. If Manager's employment is terminated by the City for Cause or if Manager resigns, becomes disabled or dies during the term of this Agreement, Manager shall only be entitled to receive his salary and associated benefits as outlined in Section 4 through the date of termination, and shall not, in any circumstances, be entitled to receive any severance pay pursuant to this Section 5.

E. Severance.

If the City Council terminates this Agreement without Cause, as such Cause is defined in Section 5.B., the City will offer Manager a severance payment as stated below in exchange for a full and complete release of all claims that Manager has or may have against the City arising from or in connection with his employment or termination:

(1) Six (6) months' salary if terminated without Cause on or beyond the Effective Date of this Agreement.

(2) The severance provided for under this Section 5.E. shall be an offered under the conditions referenced herein and shall be paid without regard to whether Manager has secured other employment.

F. If the Council, at any time during the term of this Agreement, reduces the salary or other financial benefits of Manager in greater percentage than an applicable across-the-board reduction for all City employees, Manager may, at Manager's option, be deemed to be terminated in accordance with Section 5.A. and 5.E. as of the effective date of such reduction and severance pay shall be due and owing.

Section 6. Temporary Housing Stipend (As Applicable).

If Manager has not secured housing prior to the Effective Date of this Agreement, City shall pay actual costs of temporary housing, up to a maximum amount of One Thousand Dollars and No Cents ($1,000.00) per month for a maximum of three (3) months, payable to Manager monthly upon submission to and approval by the City Finance Director of appropriate documentation that such housing has been secured and paid for in the applicable month.

Section 7. Return of City Materials.

Upon terminating employment with the City, the Manager will deliver to the City any and all property belonging to the City then in his possession. Manager further agrees that any property situated on the City's premises and owned by the City, including disks and other storage media, filing cabinets or other work areas, are subject to inspection by appropriate City personnel at any time with or without notice.

Section 8. General Provisions.

A. No Multiple Year Obligation. Nothing in this Agreement shall create a multiple-fiscal year financial obligation as contemplated and as prohibited by Article X, § 20 of the Colorado Constitution.

B. This Agreement consists of the entire agreement between the City and Manager with respect to his employment as City Manager.

C. If any provision or any portion of this Agreement is adjudged unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. This Agreement may only be amended by a written instrument, duly executed by each party.

E. This Agreement will be governed by and construed according to the laws of the State of Colorado as such laws are applied to agreements entered into and to be performed entirely within Colorado between Colorado residents.

F. This Agreement may be executed in counterparts.

G. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and Manager, and nothing contained in this Agreement is intended to or shall give or allow any such claim or right of action by any other or third person under this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

IN WITNESS WHEREOF, the City of Cherry Hills Village, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and Manager has signed and executed the Agreement, on the dates indicated below.

CITY OF CHERRY HILLS VILLAGE, a Colorado home rule municipal corporation

By: _____
Laura Christman, Mayor

Date: 4-6-16

ATTEST:

_____
Laura Smith, City Clerk

APPROVED AS TO FORM:

_____
Linda Michow, City Attorney

_____
James Thorsen

Date: 4/6/16

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 8a

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: JAY GOLDIE, INTERIM CITY MANAGER/DIRECTOR OF PUBLIC WORKS

SUBJECT: CONTRACT FOR SERVICES WITH PLM ASPHALT AND CONCRETE INC. FOR THE 2016 ASPHALT MILL AND OVERLAY PROJECT

DATE: APRIL 19, 2016

On March 1, 2016 the City accepted bids for the 2016 Asphalt Mill and Overlay Program. The 2016 project is relatively small including only a portion of Jefferson Avenue that has begun to fail. The failure of this portion of road can be attributed to the poor drainage and lack of crown in the road. These issues will be rectified with new curb and gutter (part of the concrete project) and proper crowning of the road when the new asphalt is installed. The bids were solicited through the Rocky Mountain Online Bid System. The following bids were received:

Company	Bid Amount
PLM Asphalt and Concrete	$70,944.00
Aggregate Industries	$71,121.25
Straight Line, Inc.	$72,356.40
Martin Marietta	108,065.45
Asphalt Specialties	$127,777.50

PLM Asphalt and Concrete Inc. was the low bid for the 2016 project and the contractor that staff is recommending to City Council for approval. The City has used PLM in the past including the 2014 and 2015 asphalt projects. PLM has produced a quality product in the past and are familiar with the City's expectations and requirements.

A portion of the 2016 Asphalt Mill and Overlay Project includes improvements on Monroe Street adjacent to the Denver First Church (Item 2 on the summary of the Bid Sheet). For the initial contract approval with PLM, the Monroe Street portion of the work will be excluded. Staff is requesting approval of the Contract for Services with PLM Asphalt and Concrete in the amount of $61,602.00 plus a 10% contingency for a not to exceed amount of $67,762.20.

Staff will bring forward at a later date an amendment to the Monroe Street Agreement for both asphalt and concrete work that have been excluded from the original contracts. If City Council approves an amendment to the Monroe Street Agreement, the expenditure of funds from the remaining escrow account related to this street will later be added as a change order. These additional costs on Monroe Street will be a pass through expenditure with no additional funding required by the City.

There is a total of $650,000.00 in the 2016 combined CIP funds. On March 15, 2016 City Council approved the Contract for Services with Thoutt Brothers for $159,745.00 for a total maximum expenditure of $175,720.00 including a 10% contingency. If the contract with Foothills Paving and Maintenance for a maximum expenditure of $280,083.50 is approved plus the cost for the City's portion of Clarkson Street ($99,198.00+10% contingency = $109,117.80) plus this recommended contract with PLM Asphalt ($61,602.00+ 10% contingency =$67,962.20), the total for 2016 CIP Program will be $632,883.50.

STAFF RECOMMENDATION

Staff recommends that City Council approve the Contract for Services with PLM Asphalt and Concrete Inc. as amended in the amount of $61,602.00 plus a 10% contingency for a total maximum expenditure of $67,762.20 and authorize the expenditure of funds for this project.

RECOMMENDED MOTION

"I move to approve the contract for services with PLM Asphalt and Concrete Inc. in the amount of $61,602.00 plus a 10% contingency for a total maximum expenditure of $67,762.20 and authorize the expenditure of these funds."

ATTACHMENTS

Exhibit A: Contract for Services with PLM Asphalt and Concrete Inc.
Exhibit B: Bid Packet

CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2016-001**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:

2016 Asphalt Mill and Overlay

This Construction Contract ("Contract"), effective this 19th day of April, 2016, is made and entered into by and between PLM Asphalt and Concrete, Inc. (hereinafter, "Contractor"), a(n) corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 3313 Moline Street Aurora, CO 80010 and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within **One Hundred and Twenty (120)** days following the Notice of Award and agrees that the Work will be completed within **Twenty (20)** working days **(weekends, holidays, and inclement weather not included)** of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the City," such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid (Excluding bid item #2 Monroe Street), not to exceed sixty one thousand six hundred and two dollars ($61,602.00).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village 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 Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in

program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids
Instructions to Bidders
Bid Bond
Bid Form
Notice of Award
Notice to Proceed
Construction Contract
Construction Drawings
Specifications
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Special Conditions
Addendum
Change Orders
Insurance Certificates
Tax-Exempt Certificates

Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name:	Ralph Mason
Address:	2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone:	303-591-4746
Email:	rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPH MASON, PROJECT MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF CHERRY HILLS VILLAGE, COLORADO

By: _____
Mayor, Laura Christman

ATTEST:

_____
City Clerk, Laura Smith

APPROVED AS TO FORM:

_____
City Attorney, Linda Michow

CONTRACTOR: PLM Asphalt and Concrete Inc.

By: _____

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of _____ **PLM Asphalt and Concrete Inc.**

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

CITY OF CHERRY HILLS VILLAGE	**ADDENDUM OF ORIGINAL BID**	
City Project No.: 2016-001	Project Name: 2016 Asphalt Mill and Overlay CIP	
To (Contractor): PLM Asphalt and Concrete Inc.		
Description of Original Bid: 2016 Asphalt Mill and Overlay CIP 2016-001 Base Bid		Date: 04-19-2016

The City of Cherry Hills Village has amended the Base Bid for the 2016 Asphalt Mill and Overlay Project with approval from City Council as outlined below:

Bid Item #2 Monroe Street will be removed from the original contract price $9,342.00

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT SUM	AMOUNT /
Original BID SUM	$70,944.00
Amount Removed	$9,342.00
CONTRACT SUM	$63,602.00

BY: _____ CITY OF CHERRY HILLS VILLAGE:

DATE: _____

CONTRACTOR:

_____

CITY OF CHERRY HILLS VILLAGE	**ADDENDUM OF ORIGINAL BID**	
City Project No.: 2016-001	Project Name: 2016 Asphalt Mill and Overlay CIP	
To (Contractor): PLM Asphalt and Concrete Inc.		
Description of Original Bid: 2016 Asphalt Mill and Overlay CIP 2016-001 Base Bid		Date: 04-19-2016

The City of Cherry Hills Village has amended the Base Bid for the 2016 Asphalt Mill and Overlay Project with approval from City Council as outlined below:

Bid Item Summary #2a and b. Monroe Street will be removed from the original contract price $9,342.00

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT SUM	AMOUNT /
Original BID SUM	$70,944.00
Amount Removed	$9,342.00
CONTRACT SUM	$61,602.00

BY: _____ CITY OF CHERRY HILLS VILLAGE:

DATE: _____

CONTRACTOR:

_____

III. FORM OF BID

Bidder: PLM Asphalt & Concrete, Inc.

City of Cherry Hills Village Project No. **2016-001**

This Bid is dated February 24, 2016

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	Total Asphalt Placement	709 Tons	Ton	83.50	59,201.50
2	Total Milling	3,355 sq yds	SY	3.50	11,742.50
3					
4					
5					
5					

Total Base Bid 70,944.00

Seventy Thousand Nine Hundred Forty Four dollars and zero cents
(Total Base Bid Written in Words)

Bidder must also fill out Contract Section : Summary of Work below.

1. **E. Jefferson Avenue**
   a. **Milling, two (2) inch depth, estimated 3,000 square yards.** **Total $**10,500.00
   b. **Asphalt, two and one half (2.5) inch overlay, estimated 612 tons.** **Total $**51,102.00

2. **Monroe Street**
   a. **Milling four (4) inch depth, estimated 355 square yards.** **Total $**1242.50
   b. **Asphalt, five (5) inch depth, estimated 97 tons.** **Total $**8,099.50

Total Project Cost, Items 1 & 2 **Total $**70,944.00

Summary of Work Description : The Contractor is responsible for all Traffic Control throughout the duration of the project. All areas to be milled will be pre-marked with white spray paint and identified to the Contractor prior to project start. Immediately following the milling portion of the project, the City will inspect the edges and bottoms that have been milled and determine if any additional milling will be required. If full depth failure occurs, before the milling equipment leaves the project, the Contractor will need to full depth mill the failed areas up to four inches or greater, and provide compacted bottom patching at unit bid prices up to 25 tons. If more than 25 tons of bottom patching is required a Change Order will be accepted.

The City is Specifying an Asphaltic Mix Design for this project to be a (Grading SX) (75) PG 58 – 28. The City will allow up to a Twenty (20%) RAP in its Mix Design. The Contractor will be required to have all water valves, manhole covers, and any other utility structures in the streets located and adjusted to match the finished elevations (+0 inch to – ¼ inch) of the new asphaltic mats constructed surface. The Contractor is advised that many utility lids encountered within the City are not standard sized. The Contractor should inspect the sites to determine what materials / risers are needed for making these adjustments.

All work shall be performed between the hours of 7:00 am and 6:00 pm Monday through Friday per City Municipal Code. No work will be allowed on Saturday, Sunday, or Holidays unless approved in advance by the City.

All numbers above are estimates only. It is the Bidders responsibility to measure all areas outlined in the bid documents above, Form of Bid, Summary of Work.

A Pre Bid Tour of the Project Area may be scheduled forty eight (48) hours in advance by calling the Project Manager, Ralph Mason, at 303-591-4746.

The City does not recognize Mobilization, Re-Mobilization, or De-Mobilization as a bid line item.

There will be a NO WORK performed from August 1, 2016 to September 6, 2016.

This Project will be scheduled after the completion of the new curb and gutter installations on the north side of E. Jefferson Avenue and the east side of Monroe Street. The City is scheduling the concrete installations in March, April , or May, 2016.

EXHIBIT B

CITY OF CHERRY HILLS VILLAGE

INVITATION FOR BIDS

City of Cherry Hills Village Project No.**2016- 001**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:

2016 Asphalt Mill and Overlay

Date:
February 5, 2016

Prepared by City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
303-789-2541

City of Cherry Hills Village Project No. 2016- 001

2016 Asphalt Mill and Overlay

Prepared for and approved by:
CITY OF CHERRY HILLS VILLAGE
2450 East Quincy Avenue
Cherry Hills Village, Colorado 80113
303-789-2541

Ralph Mason	January 14, 2016
Project Manager	Date
Jay Goldie	January 14, 2016
Deputy City Manager	Date

Reviewed by:

Linda Michow	January 26, 2016
City Attorney	Date

TABLE OF CONTENTS

I. BID NOTICE / INVITATION TO BID

II. INSTRUCTIONS TO BIDDERS

III. BID FORM
(Note: items III. through VII. below are to be completed and returned as part of the bid submittal)

IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

V. BIDDER'S CERTIFICATION

VI. BID BOND

EXHIBITS

Exhibit A: Standard form of Construction Contract

Exhibit B: General Conditions to the Construction Contract

Exhibit C: Special Conditions to the Construction Contract

Exhibit D: Form of Performance, Payment, Maintenance and Warranty Bond (to be completed upon award)

Exhibit E: Contract Documents

A. NOTICE OF AWARD
B. NOTICE TO PROCEED
C. SHOP DRAWING TRANSMITTAL FORM
D. FORM OF CHANGE ORDER
E. APPLICATION FOR PAYMENT
F. FORM OF PARTIAL WAIVER OF LIEN
G. FORM OF FINAL WAIVER OF LIEN
H. CERTIFICATE OF SUBSTANTIAL COMPLETION
I. CERTIFICATE OF FINAL COMPLETION
J. CERTIFICATE OF PARTIAL ACCEPTANCE

Exhibit F: Project Specifications
(Final Design Plans/Specifications for Project No. 2016-001
I. Specifications
II. Reference Standards
III. Temporary Facilities and Controls

I. BID NOTICE / INVITATION TO BID

CITY OF CHERRY HILLS VILLAGE, COLORADO
BID NOTICE
INVITATION TO BID
City of Cherry Hills Village Project No. 2016- 001

Project Description:
1. East Jefferson Avenue from Colorado Blvd west to Monroe Street. Roto-mill and pave. Roto-mill both north and south shoulders (10' x 2,700') of Jefferson Ave. (2 inch depth), removing approximately 3,000 square yards of existing asphalt. Pave Jefferson Ave. (30' x 1,350') at 2.5 inches in depth, approximately 612 tons.

2. Monroe Street. Finish paving northeast shoulder, roto-mill and pave. Roto-mill recycled asphalt shoulder (10' x 320') at 4" inches depth, approximately 355 square yards. Pave shoulder at 5 inches depth, compacted to 4 inches, approximately 97 tons.

The contractor will need to provide all traffic control (flaggers, signage, cones, barrels, etc.) throughout the entire project. The City of Cherry Hills Village does not recognize traffic control or mobilization as a separate line item. This project will be scheduled after the completion of the new curb and gutter installations on the north side of East Jefferson Avenue and the east side of Monroe Street. Concrete installations to be scheduled March, April, or May, 2016.

There will be a NO WORK performed from August 1, 2016 to September 6, 2016.
Please see **Form of Bid : Summary of Work Descript ion.**

Project Manager: **Ralph Mason**
Project Engineer: N/A

PUBLIC NOTICE IS HEREBY GIVEN that there is on file with the City of Cherry Hills Village Contract Documents for City of Cherry Hills Village Project No. **2016-001** referenced above.

Sealed Bids will be accepted at the Cherry Hills Village City Center front desk at 2450 East Quincy Avenue, Cherry Hills Village, CO 80113, if actually received by **2:00 p.m. local time (City clock) on Tuesday, the 1st of March, 2016,** for construction of the project referenced above. Additional information regarding this Project may be accessed at www.RockyMountainBidSystem.com.

Such Bids as are received will be publicly opened and read aloud in the Council Chambers of the Cherry Hills Village City Center Building at 2:05 p.m. local time on the above-stated date.

Each Bid shall be made on the Form of Bid provided in the bid packet and no Bidder may withdraw his Bid for a period of ninety (90) days from and after the date set for opening of bids. Each Bid must be accompanied, in a sealed envelope, by a Bid Bond on an approved form in an amount equal to ten percent (10%) of the Bid price, made payable to the City of Cherry Hills Village, which shall be considered as liquidated damages and shall be forfeited to the City if said Bid is accepted and the Bidder fails to execute the Contract Documents section within ten (10) calendar days after the Award by the City.

The work herein provided for shall be done under written Contract with the contractor chosen by the City as deemed to be in the best interests of the City. Upon review of Bid prices, the City may be required to add or delete portions of Work from this Project.

Preference is hereby given to materials, supplies, and provisions produced or manufactured in Colorado, quality being equal to articles offered by competitors outside of the State. In accordance with C.R.S. § 8-17-101 and the General Conditions applicable to the work, Colorado labor shall be employed to perform at least eighty percent (80%) of the work.

In accordance with Article 19 of Title 8, C.R.S., the City shall apply a comparable percentage disadvantage to each bid received from a Bidder who is not a resident bidder of the State of Colorado (non-resident Bidder) and who is from a state that provides a percentage bidding preference to resident bidders of the non-resident Bidder's state. Any Bidder may obtain additional information regarding the bid preference from the City's Contract Administrator or from the web site maintained by the Colorado Department of Personnel. The bid preference shall not be applied to any work that receives federal moneys. The bid preference required by Article 19 of Title 8, C.R.S. shall be suspended if such requirement would contravene any treaty, law, agreement or regulation of the United States, or would cause denial of federal moneys or preclude the ability of the City to access federal moneys that would otherwise be available.

The successful Bidder will be required to furnish, as part of the Contract, insurance certificates in the amount specified in the General Conditions, a Performance, Payment, Maintenance and Warranty Bond in an amount equal to one-hundred percent (100%) of the Contract Sum, said bond to be issued by a responsible corporate surety approved by the City, and which shall guarantee the faithful performance of the Construction Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Cherry Hills Village uses the Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com to distribute official copies of the Bid Documents for use in preparing Bids. Bidders will be required to register with the website to download the Bid proposal documents and Addenda. If you experience problems with the RMEPS website, please call 1-800-677-1997, extension 214 or 221, for assistance. There is no charge by RMEPS for this service. Bidders are required to acknowledge all Addenda with their Bid and are encouraged to view the Addenda posted on RMEPS prior to submitting a Bid.

The City reserves the right to waive informalities or irregularities and to reject any or all Bids. Capitalized terms have the meaning assigned in the General Conditions.

II. INSTRUCTIONS TO BIDDERS

PART 1 - DEFINED TERMS

1.01 Terms defined in the General Conditions to the Construction Contract shall carry their defined meaning throughout this Invitation for Bids.

1.02 "Addenda" or "Addendum" means an addition or modification to this Invitation for Bids issued by the City pursuant to Part 5 of these Instructions to Bidders.

1.03 "Bidder" means a person or entity responding to this Request for Bids.

1.04 "Bid Security" means an amount of security filed with a bid in the form and amount required by paragraph 7.01 of these Instructions to Bidders.

1.05 "Construction Contract" means the City's standard form of construction contract, which is included as **Exhibit A** to this Bid Packet.

1.06 "General Conditions" means the standard conditions to the City's Construction Contract, which are included as **Exhibit B** to this Bid Packet.

1.07 "Invitation for Bids" or "IFB" means these **108** pages compiled for bidding on City of Cherry Hills Village Project No. **2016-001** dated **February 5, 2016**, together with **Exhibit C** (Special Conditions to Construction Contract) and **Exhibit F** (Specifications), both of which are attachments to this IFB and are incorporated herein by reference.

1.08 "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the City (on the basis of the City's evaluations as hereinafter provided) makes an award.

PART 2 - COPIES OF CONTRACT DOCUMENTS

2.01 Complete copies of the Contract Documents for use in preparing bids may be obtained from the Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com, as set forth in this IFB. Should you experience any problems in downloading the Contract Documents, please contact the City's Contract Administrator at 303-783-2741.

2.02 The City, in making copies of Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

2.03 Contract Documents not obtained from the City through RMEPS may be incomplete or inaccurate.

PART 3 - QUALIFICATIONS OF BIDDERS

3.01 All Bidders must complete this IFB as a whole, submitting a signed **Non-Collusion Affidavit of Prime Bidder** (Section IV of this IFB), a signed **Bidder's Certification** (Section V of this IFB), and a **Bid Bond** (Section VI of this IFB).

3.02 In addition, all Bidders must be prepared to submit, within five (5) days of the City's request, written evidence of their qualifications to perform the work. Bidders may be required to submit evidence, including supplemental documentation requested by the City, that they have a practical knowledge of the

particular Work bid upon, and that they have the financial resources to complete the proposed Work.

3.03 In determining the Bidder's qualifications, the following factors will be considered: (a) work previously completed by the Bidder, (b) plant and equipment available to be used in this Work, (c) recent financial statement relative to resources, including cash and bank credits available, (d) surety company that has indicated its willingness to bond the Bidder, (e) statement of material on hand and available for this work, (f) whether the Bidder maintains a permanent place of business, and (g) whether the Bidder has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work that would impair his ability to perform or finance this Work.

3.04 Evidence of a Bidder's qualification to do business in the State of Colorado may be required.

3.05 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions. Prior to the award of the Construction Contract, the City will notify the Bidder in writing if the City has reasonable objection to any such proposed subcontractor. In this event, the Bidder may, at his option, (1) withdraw his bid, or (2) submit a substitute acceptable to the City with an adjustment in the bid to cover any difference in cost. The City may, at its discretion, accept the adjusted bid or may disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security shall be returned to the Bidder.

PART 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.01 Before submitting a bid, each Bidder should (a) examine the Contract Documents thoroughly; (b) visit the site or sites to familiarize himself with local conditions that may, in any manner, affect cost, progress or performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.02 Upon request, the City will provide each Bidder access to the site or sites to conduct such investigations and tests as each Bidder deems necessary for submission of its bid.

4.03 Site access will be limited to normal working hours unless otherwise provided by the Project Manager.

4.04 If a meeting with City Staff or consultant is desired, prospective Bidders must contact the Project Manager at least forty-eight (48) hours prior to the time they would like an appointment to review the project, Monday through Thursday. City Staff will comply with such requests on a time-available basis only.

PART 5 - INTERPRETATIONS

All questions regarding the meaning or intent of the Contract Documents shall be submitted in writing to Ralph Mason, Project Manager, City of Cherry Hills Village, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be posted at www.RockyMountainBidSystem.com. Prior to the date fixed for the opening of Bids, however, it will be the Bidder's responsibility to verify with the Project Engineer that all Addenda have been received.

All Addenda so issued shall become part of the Contract Documents, and all Bidders shall be bound by such addenda, whether or not received by the Bidder.

PART 6 - BASIS FOR EVALUATION OF BIDS

In addition to the qualifications discussed in Part 3 above, the following criteria will be considered in the evaluation and award of the Bid. The Construction Contract shall be awarded to the lowest responsible and responsive Bidder meeting the bid specifications unless the City determines that the public interest would be better served by accepting a higher bid. In determining whether the public interest would be better served by accepting a bid other than the lowest bid, the following factors shall be considered:

1. The Bidder's skill, ability, and capacity to perform the personal services or to furnish the materials, equipment or supplies required;

2. Whether the Bidder can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;

3. The Bidder's character, integrity, reputation, judgment, experience and efficiency;

4. The quality of the Bidder's performance of previous contracts with the City and/or with other local governmental entities within the State of Colorado;

5. The Bidder's previous and current compliance with statutes, ordinances and rules relating to the purchase;

6. The sufficiency of the Bidder's financial resources necessary for the performance of the purchase agreement;

7. The Bidder's ability to provide future maintenance or service;

8. The number and nature of any conditions attached to the bid;

The City reserves the right to reject all bids when it determines that such action is in the public interest.

PART 7 - BID SECURITY

7.01 Each bid must be accompanied by security in the amount of ten percent (10%) of the maximum price bid in the form of the bid bond included with the Contract Documents.

7.02 If the Successful Bidder fails to execute and deliver the Construction Contract, furnish the required Performance, Payment, Maintenance and Warranty Bond, furnish the required evidence of insurance, or satisfy all conditions precedent to execution of the Construction Contract **within ten (10) days of the date of Notice of Award**, Owner may cancel or terminate the Notice of Award and the Bid Security of that Bidder shall be forfeited to the City, not as a penalty, but as liquidated damages to compensate the City for the cost of delay and also as an estimate of the difference between the Successful Bidder's bid and that of the next lowest acceptable bid. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City (a) until seven (7) days after the effective date of the Construction Contract or (b) until the bids expire, whichever is earlier.

PART 8 - CONTRACT TIME

The number of days within which the project is to be completed (the Contract Time) will be finally set forth in Part 1 of the Construction Contract. At this time, it is estimated **the Contract Time will be Twenty (20) working days (not including weekends, holidays, or inclement weather) from the Notice to Proceed.**

PART 9 - LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Construction Contract and other Contract Documents.

PART 10 - SUBSTITUTE MATERIAL AND EQUIPMENT

The Construction Contract, if awarded, will be on the basis of material and equipment described in the Specifications, without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Project Manager, the procedure for submittal of any such application by the Contractor and consideration by the Project Manager is set forth in the General Conditions.

PART 11 – FORM OF BID

11.01 This Bid Packet contains a complete set of forms and a sample contract for the convenience and reference of Bidders. Additional copies may be obtained from Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com.

11.02 All forms must be completed in ink and legible to the City. Whether forms submitted to the City are legible shall be determined by the City in its sole and absolute discretion.

11.03 For corporations, the Bidder's Certification must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.04 For partnerships, the Bidder's Certification must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

11.05 For joint ventures, the Bidder's Certification shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.

11.06 The names of all persons signing the Bidder's Certification must also be legibly printed or typed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.

11.07 The full name of each person or company interested in the bid shall be listed on the Bidder's Certification.

11.08 The Bidder's Certification shall contain an acknowledgment of receipt of all addenda (the numbers

of which shall be filled in.

11.09 No alterations in bids, or in the printed forms - by erasures, interpolations, or otherwise - will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, the City may require the Bidder to identify an alteration so initialed. No alteration in any bid, or in any form submitted as part of a bid, shall be made after the bid has been submitted.

11.10 The address to which communications regarding the bid are to be directed must be shown.

11.11 All prices must be written in words and expressed in figures. The unit price items in the Bid Form are intended to cover all items of work to be done and material to be furnished to fully complete the work in accordance with the Contract Documents. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the Contract Documents shall be considered as included in the unit price bid.

11.12 Bids should be made on each separate item of work shown in this Bid Packet, with reasonable relation to the probable cost of doing the work included in such item. The City reserves the right to reject any bid in case an item or items thereof are obviously unbalanced or appear to be so unbalanced as to affect adversely an interest of the City.

11.13 The quantities provided by the City in Part IV of this Bid Packet, the Bid Form, are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Construction Contract. The City does not expressly or by implication represent that the actual amounts of work will correspond therewith, but does call particular attention to the uncertainty in the quantities of the Work involved that cannot be predicted in advance. The Work under certain items may be materially greater or less than those predicted in this Bid Packet, as may be necessary in the judgment of the Project Manager to complete the Work contemplated in the Construction Contract. An increase or decrease in the quantity for any item shall not be regarded as grounds for a decrease or increase in the unit prices, except as may be set forth in the Contract Documents.

PART 12- SUBMISSION OF BIDS

12.01 Each bid shall be accompanied by the Bid Security and other required documents.

12.02 Each Bid must be submitted in ink or typewritten and placed in a sealed envelope with the following information on the outside: the Bidder's name, address, the word "BID", and the identity of the Project labeled as "City of Cherry Hills Village Project No. **2016 - 001**. If the Bid is mailed, the mailing envelope must have the Bidder's name, address, and the following words on the outside:

> "BID AND BID SECURITY FOR CITY OF CHERRY HILLS VILLAGE PROJECT NO. **2016-001**".
>
> Bids shall be submitted in bound form to:
>
> Ralph Mason, Right-of-way Project Manager
> City of Cherry Hills Village
> 2450 East Quincy Avenue
> Cherry Hills Village, CO 80113
>
> Submittals will be accepted if ***actually received*** by the City until **2:00 P.M.** local time on the **1st day of March, 2016**, as determined by the City's clock.

12.03 Bids shall be submitted prior to the time and date set for receipt of bids in this IFB, or the modified

time and date as indicated by Addendum. Bids received after the time and date set for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

12.04 Oral, telephone, or telegraph bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association. Evidence of collusion among Bidders shall be grounds for exclusion of any Bidder who is a participant in any such collusion.

12.05 All information submitted to the City by the Bidder is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. The Bidder shall clearly identify any portion(s) of its bid that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.

12.06 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of bid submission it does not knowingly employ or contract with an illegal alien who will perform work under its bid, and that the Bidder will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its bid.

12.07 Bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City of Cherry Hills Village.

12.08 **The submission of a bid constitutes Bidder's representation that he has complied with every requirement of this IFB and that the Contract Documents, as provided in this IFB, are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work. Further, <u>the submission of a bid constitutes a Bidder's acceptance of all of the terms and conditions of the City's form of Construction Contract, and its General Conditions, included with this Bid Packet</u>. In addition, by submitting a bid, Bidder accepts all of the terms and conditions set forth in the Special Conditions, included as Exhibit C to this IFB. By submitting a bid, Bidder is agreeing to execute the Construction Contract in substantially the same form as presented immediately following Bidder's receipt of the City's notice of award of this Construction Contract. <u>A request for changes or modifications to the City's form of Construction Contract or General Conditions may result in a disqualification of the Bidder</u>.**

PART 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.01 Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing and signed by the Bidder or by email, if permitted by the Contract Administrator. If by email, signed written confirmation of the change by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. Modifications or changes shall be so worded as not to reveal the amount of the original bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders and the Bid Security is in an amount sufficient for the bid as modified or resubmitted.

13.02 If within twenty-four (24) hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his bid, that Bidder may withdraw his bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

PART 14 - OPENING OF BIDS

Bids will be publicly opened, read aloud and tabulated by the Contract Administrator or other City representative(s) at the location noted above. Bids will be acted upon by the City Manager, or City Council (if required), within ninety (90) days from the opening of the bids. An abstract of the amounts of the bids and major alternates will be made available after the opening of the bids.

PART 15 - BIDS TO REMAIN OPEN

Bids shall remain open until the time specified on page one of these Instructions after the date of the bid opening, but the City will, under other provisions stated in these Instructions or may in its sole discretion, release any bid and return the Bid Security prior to that date.

PART 16 - AWARD OF CONTRACT OR CONTRACTS

16.01 The City reserves the right and discretion to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City.

16.02 In evaluating bids, the City shall consider the qualifications of the Bidders, and whether or not the bids comply with the prescribed requirements. The City reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the City's satisfaction. The City may accept bids in any order or combination and may award each section of the Work to different Bidders.

16.03 The bid of any Bidder that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

16.04 If the Construction Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the City.

16.05 The Successful Bidder shall furnish the City with a proposed schedule of construction and estimated monthly payments **within ten (10) days of the date of the Notice of Award**.

PART 17 – PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

The Contract Documents set forth Owner's requirements as to the Performance, Payment, Maintenance and Warranty Bond. When the Successful Bidder delivers the executed Construction Contract to the City, it shall be accompanied by the required Performance, Payment, Maintenance and Warranty Bond in the form attached as **Exhibit D** to this IFB. Said bond shall be issued by a responsible surety approved by the City and shall guarantee the Successful Bidder's faithful performance of the Construction Contract, including but not limited to all warranty and guarantee provisions. Accompanying the bond form shall be

a Power of Attorney authorizing the attorney in fact to bind the surety company, and the form shall be certified to include the date of the Bond.

PART 18 - SIGNING OF CONTRACT

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by counterparts of the Construction Contract and all other Contract Documents. The Successful Bidder shall execute the Construction Contract and deliver it, together with evidence of insurance and the Performance, Payment, Maintenance and Warranty Bond, to the City **within ten (10) days of the date of the Notice of Award**. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards, and in such case the Bid Security shall be forfeited to the City.

PART 19 - SALES AND USE TAXES

19.01 This Project is being undertaken directly by the City. Therefore, as a governmental entity, no state or other State-collected sales or use tax shall be due on construction materials used in this Project. These materials may be subject to sales and use taxes imposed by other taxing authorities.

19.02 Within ten (10) days from the date of the Notice of Award, the Successful Bidder shall deliver to the City three (3) copies of the completed and executed Contractor Application for Exemption Certificate with the approval of the Colorado Department of Revenue affixed (Department of Revenue Form Number 172), if requested by the City. These certificates will serve as an indication to the City that the Successful Bidder has acquired the necessary exemption for the state and other state collected sales and use taxes. The Successful Bidder shall make the same requirement, as contained above, of any subcontractors on the Project.

19.03 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and kept available for inspection by the City for three (3) years after the completion of the Project.

19.04 All applicable taxes are to be paid by the Successful Bidder and are to be included in appropriate bid items, except that, the Successful Bidder shall not be reimbursed for any State or other sales and use taxes incurred as a result of failure to obtain an exemption certificate prior to issuance of the Notice to Proceed.

PART 20 - INSURANCE REQUIREMENTS

20.01 The Successful Bidder shall carry the insurance specified in the Construction Contract and/or Contract Documents, and shall submit proof of such insurance when he delivers the executed Construction Contract to the City of Cherry Hills Village. The City must be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to **Ralph Mason, Project Manager, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113**.

PART 21 – PERMITS AND REGULATIONS

The Successful Bidder shall be required to comply with all applicable permits and regulations to perform construction activities associated with the project. Permits from the City will be issued on a no-fee basis. The Successful Bidder will be responsible for all fees related to required permits not issued by the City.

Usual permit requirements include:

-Right of Way Permit.
-C.D.O.T. Right-of-Way Use Permit and associated Notice to Proceed, if applicable.
-Grading, Erosion and Sediment Control (GESC) Permit and applicable BMP's
-Floodplain Development Permit (FPDP), if applicable.
-State of Colorado Water Quality Permits (S.W.M.P. and/or Dewatering Permits), if applicable.
-State of Colorado Air Quality Permits, if applicable.

III. FORM OF BID

Bidder:_____

City of Cherry Hills Village Project No. **2016-001**

This Bid is dated _____, 20___

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1	Total Asphalt Placement	709 Tons			
2	Total Milling	3,355 sq yds			
3					
4					
5					
5					

Total Base Bid _____

_____

(Total Base Bid Written in Words)

Bidder must also fill out Contract Section : Summary of Work below.

1. **E. Jefferson Avenue**
   a. **Milling, two (2) inch depth, estimated 3,000 square yards.** **Total $_____**
   b. **Asphalt, two and one half (2.5) inch overlay, estimated 612 tons.** **Total $_____**

2. **Monroe Street**
   a. **Milling four (4) inch depth, estimated 355 square yards.** **Total $_____**
   b. **Asphalt, five (5) inch depth, estimated 97 tons.** **Total $_____**

Total Project Cost, Items 1 & 2 **Total $_____**

Summary of Work Description : The Contractor is responsible for all Traffic Control throughout the duration of the project. All areas to be milled will be pre-marked with white spray paint and identified to the Contractor prior to project start. Immediately following the milling portion of the project, the City will inspect the edges and bottoms that have been milled and determine if any additional milling will be required. If full depth failure occurs, before the milling equipment leaves the project, the Contractor will need to full depth mill the failed areas up to four inches or greater, and provide compacted bottom patching at unit bid prices up to 25 tons. If more than 25 tons of bottom patching is required a Change Order will be accepted.

The City is Specifying an Asphaltic Mix Design for this project to be a (Grading SX) (75) PG 58 – 28. The City will allow up to a Twenty (20%) RAP in its Mix Design. The Contractor will be required to have all water valves, manhole covers, and any other utility structures in the streets located and adjusted to match the finished elevations (+0 inch to – ¼ inch) of the new asphaltic mats constructed surface. The Contractor is advised that many utility lids encountered within the City are not standard sized. The Contractor should inspect the sites to determine what materials / risers are needed for making these adjustments.

All work shall be performed between the hours of 7:00 am and 6:00 pm Monday through Friday per City Municipal Code. No work will be allowed on Saturday, Sunday, or Holidays unless approved in advance by the City.

All numbers above are estimates only. It is the Bidders responsibility to measure all areas outlined in the bid documents above, Form of Bid, Summary of Work.

A Pre Bid Tour of the Project Area may be scheduled forty eight (48) hours in advance by calling the Project Manager, Ralph Mason, at 303-591-4746.

The City does not recognize Mobilization, Re-Mobilization, or De-Mobilization as a bid line item.

There will be a NO WORK performed from August 1, 2016 to September 6, 2016.

This Project will be scheduled after the completion of the new curb and gutter installations on the north side of E. Jefferson Avenue and the east side of Monroe Street. The City is scheduling the concrete installations in March, April , or May, 2016.

IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Complete and submit attached to your bid)

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

(1) He is the _____of_____
_____, the Bidder that has submitted the attached bid (the "**Bid**");

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Construction Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Construction Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cherry Hills Village or persons interested in the proposed Construction Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

By: _____

Printed Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____, by

_____, as _____,
(Affiant) (title)
of _____, a _____, organized
(Bidder) (corporation or partnership)

pursuant to the laws of the State of _____.

_____
Notary Public
My Commission Expires_____

V. BIDDER'S CERTIFICATION (Complete and submit attached to your bid)

To: City of Cherry Hills Village, Colorado (hereinafter called "CITY").

From: _____ (hereinafter "Bidder"), organized and existing under the laws of the State of _____ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with the City's Invitation for Bids and Instructions to Bidders, hereby proposes to perform all work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Cherry Hills Village Project No. 2016-001
Project Description:
1. East Jefferson Avenue from Colorado Boulevard west to Monroe Street. Roto –mill and pave. Roto-mill both north and south shoulders (10' x 2,700') of Jefferson Avenue (2 inch depth), removing approximately 3,000 square yards of existing asphalt. Pave Jefferson Avenue (30' x 1,350') at 2.5 inches in depth, approximately 612 tons.

2. Monroe Street. Finish paving northeast shoulder, roto-mill and pave. Roto-mill recycled asphalt shoulder at 4 inches depth, approximately 355 square yards. Pave shoulder at 5 inches depth, compacted to 4 inches, approximately 97 tons.

The Contractor will need to provide all Traffic Control (flaggers, signage, cones, barrels, etc.) throughout the entire duration of the project. The City of Cherry Hills Village does not recognize traffic control or mobilization as a separate line item.

This Project will be scheduled after the completion of the new curb and gutter installations on the north side of E. Jefferson Avenue and the east side of Monroe Street. Concrete installations to be scheduled March, April, or May 2016.

There will be a No Work Timeframe from August 1, 2016 to September 6, 2016.

It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, the City reserves the right to reject any or all bids, or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Form of Bid.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

Item No.	Subcontractor	License Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of this Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required surety bond within ten (10) days after the Construction Contract is presented to him for signature.

3. As required by the Instructions to Bidders, attached hereto is the **Non-Collusion Affidavit of Prime Bidder**, submitted as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.

4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that he can qualify in accordance with these Contract Documents with this Bid.

5. To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with an illegal alien and that Bidder will participate in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.

6. Bidder agrees to execute the Construction Contract, including its General Conditions, in the form presented in the Bid Packet.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City's Contract Administrator to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond each in an amount not less than the full amount of the attached Bid Form.

The _____, a corporation of the State of _____, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of _____, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should he fail to enter into the Construction Contract in

the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as stipulated.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum No._____ Date_____ Initial by Bidder_____

Addendum No._____ Date_____ Initial by Bidder _____

Addendum No._____ Date_____ Initial by Bidder _____

Addendum No._____ Date_____ Initial by Bidder _____

The undersigned Bidder certifies that he and each of his subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at _____ this _____ day of _____, 20___.

Signature of Bidder:

If an Individual: _____

doing business as _____

If a Partnership: _____

by _____, General Partner.

If a Corporation:_____

a _____, Corporation

by _____, President.

Attest:

_____

Secretary

[Corporate Seal]

Business Address of Bidder _____

City, State, Zip Code _____

Telephone Number of Bidder _____

Email of Bidder _____

VI. BID BOND (Complete and submit with your bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Cherry Hills Village, Colorado, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Cherry Hills Village, Colorado, the accompanying bid (the "Bid"), which is hereby made a part hereof, to enter into a contract for the construction of the following described project: City of Cherry Hills Village Project No. **2016-001**, consisting of the following:

1. East Jefferson Avenue from Colorado Blvd west to Monroe Street. Roto-mill and pave. Roto-mill both north and south shoulders (10' x 2,700') of Jefferson Avenue (2 inch depth), removing approximately 3,000 square yards of existing asphalt. Pave Jefferson Avenue (30' x 1,350') at 2.5 inches in depth, approximately 612 tons.

2. Monroe Street. Finish paving northeast shoulder, roto-mill and pave. Roto- mill recycled asphalt shoulder (10' x 320') at 4 inches depth, approximately 355 square yards. Pave shoulder at 5 inches depth, compacted to 4 inches, approximately 97 tons.

The contractor will need to provide all traffic control (flaggers, signage, cones, barrels, etc.) throughout the entire project. The City of Cherry Hills Village does not recognize traffic control or mobilization as a separate line item.

This Project will be scheduled after the completion of the new curb and gutter installations on the north side of E. Jefferson Avenue and east side of Monroe Street. Concrete installations to be scheduled March, April, or May 2016.

There will be a No Work Timeframe from August 1, 2016 to September 6, 2016.

AND WHEREAS, the Owner, as a condition for receiving said Bid, requires the Principal to deposit with the Owner a Bid Security equivalent to not less than ten percent (10%) of the amount of said Bid,

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a Performance, Payment, Maintenance and Warranty Bond upon the forms prescribed by the Owner for the faithful performance of said contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid; or in the alternative,

(c) If the Principal shall pay to the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs and delay the difference in amount between the Principal's Bid and that of the next lowest acceptable Bidder, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL	SURETY
Name:_____	_____
Address:_____	_____
_____	_____
By:_____	_____
Title: _____	Attorney in Fact
Give local address and phone number if different than above:	
_____	
_____	
_____	
(Seal)	(Seal)

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Cherry Hills Village.

INSTRUCTIONS

1. The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

2. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

3. The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

4. Power of attorney must accompany this bond when signed by other than an officer of either the principal or surety.

EXHIBIT A*: *STANDARD FORM OF CONSTRUCTION CONTRACT

CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2016-001**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
2016 Asphalt Mill and Overlay

This Construction Contract ("Contract"), effective this ____ day of _____, 20____, is made and entered into by and between _____ (hereinafter, "Contractor"), a(n) corporation/limited liability company/partnership/ joint venture/individual ***[CHOOSE ONE]*** organized pursuant to the laws of the State of _____ and having a principal office address of _____ and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work **within one hundred and eighty (180)** days following the Notice of Award and agrees that the Work will be completed within **twenty (20)** working days **(holidays, weekends, and inclement weather excluded)** of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the City," such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, not to exceed _____ Dollars ($_____).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village 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 Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of

this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids
Instructions to Bidders
Bid Bond
Bid Form
Notice of Award
Notice to Proceed
Construction Contract
Construction Drawings
Specifications
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Special Conditions
Addendum
Change Orders
Insurance Certificates
Tax-Exempt Certificates

Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific

provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name:	Ralph Mason
Address:	2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone:	303- 591- 4746
Email:	rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by

alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPH MASON, PROJECT MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF CHERRY HILLS VILLAGE, COLORADO

Approval by City Council

By: _____
Mayor or Mayor Pro Tem

Approval by City Manager

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR: [Insert Contractor Name]

By: _____

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of _____ **Insert Contractor Name**.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

***EXHIBIT B*: GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT**

CITY OF
CHERRY HILLS VILLAGE

GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT

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GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 "Application for Payment" means the Contractor's request for payment submitted to the Project Manager according to the process set forth in paragraphs 9.3.1- 9.3.4.

1.1.2 "Bidding Documents" means the Notice to Bidders; Request for Proposals; Invitation to Bid; Instructions to Bidders; Bid Proposal; Bid Schedule; and Bid Bond, as applicable.

1.1.3 "Certificate for Payment" means the amount approved for payment by the Project Manager after the receipt of the Contractor's Application for Payment, as more fully defined in paragraph 9.4.1.

1.1.4 "Change Order" means a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; or the extent of the adjustment in the Contract Time, if any, as more fully defined in paragraph 7.2.

1.1.5 "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Construction Contract, or other disputes between the Owner and Contractor arising out of or relating to the Construction Contract.

1.1.6 "Construction Change Directive" means a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, as defined more fully in paragraphs 7.3.1-7.3.9.

1.1.7 "Construction Contract" or "Contract" means the entire and integrated agreement between the parties hereto, evidenced by the Contract Documents, which supersedes all prior negotiations, representations, or agreements, either written or oral, subject only to amendment or modification as permitted by Article 7.

1.1.8 "Contract Documents" means the Construction Contract, the Conditions of the Contract (General, Special, Supplementary and other Conditions, as applicable), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all other documents listed in the Contract, including the Bidding Documents, the Notice of Award, Notice to Proceed; Performance, Payment, Maintenance and Warranty Bond; Certificates of Insurance; and Tax-Exempt Certificates. Nothing contained in the Contract Documents creates any contractual relationship between the Owner any subcontractor, sub-subcontractor, or supplier of equipment or materials (except as provided in paragraph 5.3 hereof).

1.1.9 "Contract Sum" means the amount stated in paragraph 2.01 of the Construction Contract and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

1.1.10 "Contract Time" means the period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto.

1.1.11 "Contractor" means the person or entity identified as such in the Construction Contract or an authorized representative thereof.

1.1.12 "Date of Commencement of the Work" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Construction Contract or such other date as may be established therein.

1.1.13 The "Date of Substantial Completion" is the date certified by the Project Manager in accordance with paragraph 9.8.

1.1.14 "Day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.1.15 "Drawings" are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.16 "Final Completion" means the finding by the Project Manager that the final Certificate for Payment should be issued based on his knowledge, information and belief that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate for Payment, is due and payable, as more fully defined in paragraph 9.10.1.

1.1.17 "Modification" means (1) a written amendment to the Construction Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written Order for a Minor Change in the Work approved by the Owner pursuant to paragraph 7.4.

1.1.18 "Notice to Proceed" means the form issued by the City and accepted in writing by the Contractor that notifies Contractor to begin work on or before a date certain, establishes an end date, and returns bid security.

1.1.19 "Order for a Minor Change in the Work" means an order issued by the Project Manager adjusting the Contract Sum or extending the Contract Time as permitted by paragraph 7.4.1.

1.1.20 "Owner" means the person or entity identified as such in the Construction Contract or an authorized representative thereof. The term "City of Cherry Hills Village" or "City" may be used interchangeably with the term "Owner".

1.1.21 "Project" means the total construction of which the Work performed under the Construction Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.22 "Project Manager" means the City representative identified as such in Part 5 of the Contract.

1.1.23 "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract, and Specifications.

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

1.1.25 "Subcontractor" means a person or entity who has a direct contract with the Contractor to perform any of the Work at the site or an authorized representative thereof. "Subcontractor" does not include any separate contractor or his subcontractor.

1.1.26 "Substantial Completion" means the stage in the progress of the Work when the Work (or designated portion thereof that the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or use the Work for its intended use as more fully explained in paragraph 9.8.

1.1.27 "Sub-subcontractor" means a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site or an authorized representative thereof.

1.1.28 "Underground Utilities" means any below ground line, structure, facility or installation used by a utility or service provider including, but not limited to, telephone company lines, cable and conduit; cable television lines, cable and conduit; internet lines, cable and conduit; sewer lines and water lines, including individual sewer and water service lines; stormwater lines; gas lines; electrical lines, cables and conduit; and traffic signal lines, cable and conduit.

1.1.29 "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations for the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor and shall be maintained by the Project Manager.

1.2.2 By executing the Construction Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, and having familiarized himself with the site construction circumstances of the Project, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Project Manager of such fact.

1.2.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences within the Drawings themselves or within the Specifications themselves have been referred to the Owner by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all Bidders.

If any such differences or conflicts were not called to the Owner's attention prior to submission of bids, the Project Manager shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost or Contract Time to the Owner in accordance with the Project Manager's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

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

1.2.7 Interpretation of Contract Documents. Masculine includes both the masculine and the feminine; singular includes the singular and the plural; headings are for reference only and are not substantive.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 The Drawings, Specifications, and other similar or related documents and copies thereof are furnished to the Contractor for the purpose of performing the Work and are, and shall remain, the property of the Owner. The Contractor may retain one (1) record set. Neither the Contractor nor any subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other similar or related documents, and Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright (including, without limitation, the right to create derivative works therefrom). All copies of such documents shall be returned to the Owner upon completion of the Work. The Drawings, Specifications, and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, subcontractors, sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and solely for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of any copyright or other reserved rights.

ARTICLE 2

OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations, if such utilities are the property of Owner, for the site of the Project, and a legal description of the site, if necessary. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine site characteristics and conditions. In connection with the foregoing, Contractor shall locate prior to performing any Work, all Underground Utilities. If utility locate services are provided in the field by utility owners, Contractor nonetheless remains solely responsible to determine the actual location of all Underground Utilities.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Such approvals and the like shall be provided by Owner within a time and in a manner as to avoid any unreasonable delays in the Work or schedule of Contractor and shall include only such approvals for permanent facilities which are necessary to perform the Work as set forth in the Contract Documents.

2.1.3 Information or services required to be furnished by Owner shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

2.1.5 The Owner shall forward all instructions to the Contractor through the Project Manager.

2.1.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9, and 11 respectively.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work as required by Paragraph 12.2 or fails to carry out the Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of the Project Manager or Owner when based on the requirements of the Contract Documents, the Owner or the Project Manager, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner and the Project Manager to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven (7) day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under paragraph 2.2.1 hereof, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation and additional services and expenses made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3

CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission discovered. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents hereof unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Owner. If the Contractor performs any construction activity involving an error, inconsistency or omissions in the Contract Documents that Contractor recognized or reasonably should have recognized, without such notice to the Owner, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of all costs related to correcting such inconsistent performance. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.1.1.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its subcontractors, the Contractor shall be responsible for notifying the Owner in writing of such error, inconsistency, or omission before proceeding with the Work. The Owner will take such notice under advisement and within a reasonable time commensurate with job progress, render a decision. If Contractor fails to give such notice and proceeds with such work, it shall correct any such error, inconsistency, or omission at no additional cost to Owner.

3.1.2 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project Manager at once.

3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to paragraph 3.12.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely (subject to the terms and provisions of Article 4 hereof) responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall review any specified construction or installation procedure, including those recommended by manufacturers, and shall advise the Owner if the specified procedure deviates from good construction practice or if following the procedure will affect any warranties, and may propose any alternative procedure which the Contractor will warrant.

3.2.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a

contract or other arrangements with the Contractor. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

3.2.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 13.7 by persons other than the Contractor.

3.2.4 The Contractor shall be solely responsible for locating all existing underground installations, including Underground Utilities and their service connections, in advance of excavating or trenching, by contacting the utility owners thereof and prospecting. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor remains ultimately responsible to determine the actual location of all Underground Utilities, facilities, structure, or installations. The Contractor shall use his own information and shall not rely upon any information shown or not shown on the plans or on field locates provided by the utility owner concerning existing Underground Utilities, facilities, structure, or installations. Any delay, additional work, or extra cost to the Contractor caused by existing Underground Utilities, facilities, structures or installations shall not constitute a claim for extra work, additional payment, or damage.

3.2.5 The Contractor has the responsibility to ensure that all equipment and material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order material and equipment on time, taking into account the current market and delivery conditions and that they provide equipment and materials on time. The Contractor shall coordinate its Work with that of all others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient methods of overall installation.

3.2.6 The Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner before commencing work, and review the placement of the structure(s) and permanent facilities on the site with the Owner after all lines are staked out and before foundation work is started. Contractor shall provide access to the Work for the Owner, the Project Manager, other persons designated by Owner, and governmental inspectors. Any encroachments, as revealed by an improvement survey, made by Contractor or its subcontractors (of any tier) on adjacent properties due to construction, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.1.1 Colorado labor shall be employed to perform at least eighty percent (80) of the Work. "Colorado labor," as used in this Article, means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, religion, creed, national origin, sex, age, or handicap.

3.3.1.2 Preference is hereby given to materials, supplies, and provisions produced or manufactured in Colorado, quality being equal to articles offered by competitors outside the State.

3.3.1.3 The Owner shall waive the 80% requirement set forth in this Article if there is reasonable evidence to demonstrate insufficient Colorado labor to perform the Work and if compliance with the 80% requirement would create an undue burden that would substantially prevent the Work from proceeding to completion. Should the Owner, in its discretion and following a review of the available evidence, proceed to issue a waiver of the 80% requirement, notice of such waiver shall be posted on the Owner's website at www.centennialcolorado.com. The Owner shall not impose contractual damages on the Contractor for any delay in the Work due to the Owner's compliance with the waiver process contemplated by this subsection 3.3.1.3.

3.3.1.4 In accordance with C.R.S. § 8-17-107, nothing in this Article applies to any Work that receives federal moneys. The Colorado labor requirement set forth in this Article shall be suspended if such requirement would contravene any treaty, law, agreement or regulation of the United States, or would cause denial of federal moneys or preclude the ability of the Owner to access federal moneys that would otherwise be available.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.4.3 Materials shall conform to manufacturer's standards in effect at the date of execution of the Construction Contract and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.3.4 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.

3.4 TRAFFIC CONTROL

3.4.1 The Contractor shall be responsible for maintenance, control, and the safeguarding of traffic affected by the Work as further outlined herein, and as may otherwise be provided in the Contract Documents.

3.4.2 During construction, the Contractor shall provide for the safety of the workmen and for the safe and expeditious movement of traffic and pedestrians through the Site by erecting and maintaining all necessary signs, barricades, or other traffic safety devices. He shall also provide and maintain, in a safe condition, temporary approaches or crossings at intersections with trails, roads, streets, businesses,

parking lots, residences, garages, and farms unless this requirement is waived by the Owner, through the Project Manager. The Contractor shall also have a Certified Traffic Control Supervisor ("TCS") responsible for traffic control. The TCS shall be on Site at all times when traffic control is in place or as agreed by the Owner through the Project Manager.

3.4.2.1 Before commencing with construction, the Contractor shall submit to the Owner (1) the name of the certified TCS, (2) a detailed traffic control plan for approval, including no parking requirements, and (3) an access maintenance plan. Details in the plans will include, but not be limited to: hours of Work; placement of signs and barricades; use of traffic control devices such as cones, barriers, and barricades; use of traffic control devices such as signal control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers. In general, the traffic control/access maintenance plan(s) shall cover all the various phases of the Work.

3.4.2.2 The access maintenance plan shall be developed by the Contractor and coordinated with, and based on the requirement of any affected property owners and tenants. Prior to commencing any Work that affects access to a property, the access maintenance plan must be signed by the property owner and submitted to the Owner. The access maintenance plan shall include documentation of this coordination, including approval of the access maintenance plan by signature of each affected owner and tenant. Should the Contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. The Contractor shall maintain continuous access through the Project for pedestrians, bicyclists, motorists, and disabled persons. All cost incidentals to the maintenance of access shall not be paid separately but shall be included in the Contract Sum.

3.4.2.3 The Contractor shall implement and maintain the approved traffic control/access maintenance plan throughout prosecution of the Work. The Contractor is solely responsible for claims, damages, losses, etc., arising or resulting from Contractor's failure to adhere to and maintain the traffic control plan as approved. It is understood that the traffic control plan's primary purpose is to foster the safe travel of the public while construction is in progress. It is not intended to specifically address construction traffic on Site. The Contractor is solely responsible for safety measures on the Site.

3.4.2.4 The Owner, through the Project Manager, may provide Project signs to the Contractor. The Contractor shall provide and place appropriate supplementary information and erect project signs at locations to be designated by the Project Manager. These advisory signs, if any, shall be installed at least seven (7) consecutive days prior to beginning of construction. Any other traffic control signs/devices shall be installed seventy-two (72) hours prior to starting construction. Cost for additional information and erection of advisory signs are considered incidental to the Traffic Control bid item and costs for such shall be included in the Traffic Control bid item, if Traffic Control is a separately stated item in the Form of Bid. All costs associated with traffic control shall be included in the Contract Sum. Traffic control devices that are no longer necessary shall be removed from the Site within seventy-two (72) hours.

3.4.2.5 The Contractor will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless permitted by Owner. If the Owner, through the Project Manager, waives the above condition, the Contractor must provide a flag person. The Contractor shall remove and reset all construction signs prior to construction. Any damaged signs shall be replaced in kind by the Contractor.

3.4.2.6 The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic.

3.4.3 The Contractor will furnish signs, barricades and temporary markings that may be necessary. The barricades shall conform to the *Manual of Uniform Traffic Control Devices* ("MUTCD") requirements.

3.4.4 Streets may be closed to through traffic only after the City has approved such closure and all requisite permits for work in a public way have been obtained. Street closures shall be made in such a manner as to provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the Work has been completed, or as the City or appropriate governmental agency with jurisdiction over such roadway may direct.

3.4.5 The City will make all necessary adjustments to traffic signals and traffic signal activators on City rights-of-way at no cost to the Contractor. The Contractor, as required by Contractor's construction schedule and with approval of the Project Manager, will cover or remove existing signs or signals that interfere with, or conflict with construction signing. Upon completion of the Project, the Contractor will reset all such signs.

3.4.6 Detours shall be the sole responsibility of the Contractor unless otherwise provided in the Contract Documents. Detours such as side street crossings, temporary bridges over freshly placed concrete, utilization of one (1) or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor, the costs for which shall be included in the appropriate unit price or lump sum portion of the Contract Sum, as applicable. Detour plans must be submitted and approved in writing by the City through the Project Manager as part of the traffic control/access maintenance plan.

3.4.7 Local traffic shall be provided access to private properties at all times, except during some urgent stages of construction when it is impracticable to carry on the construction and maintain traffic simultaneously, such as for the placing of asphalt concrete pavement, deep sewer excavations which prohibit safe travel of vehicular traffic, or other similar circumstances.

3.4.8 Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times.

3.4.9 The Contractor shall take every precaution to protect pedestrian and vehicular traffic.

3.4.10 Where parking is a hazard to through traffic or to the construction Work, it shall be restricted either entirely or during the time when it creates a hazard. Signs for this purpose will be initially furnished and placed by the Contractor. The Contractor shall be responsible for and shall maintain the signs if they are used on any street that is directly or indirectly involved in the construction Work.

3.4.11 The Contractor shall furnish at his own expense all flagmen who may be needed.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the Owner. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

3.5.3 The acceptance at any time of materials or equipment by or on behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity, to the material or equipment specified, or are not as represented to the Owner.

3.5.4 In the absence of detailed specifications, all materials shall conform to the latest standards of the American Society for Testing Materials (ASTM) available at the time notice inviting Contractors to bid is published unless otherwise indicated.

3.5.5 Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of such standard specifications or specifications available at the time notice inviting contractors to bid is published unless otherwise indicated.

3.5.6 Within one (1) year after the date of final acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency, the Contractor will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Contractor to respond to the notification shall result in the Owner making the necessary repairs at the Contractor's expense. This obligation shall survive termination of the Contract.

3.5.7 Should the Owner claim by written communication before the warranty period expires that certain defects exist and that these require repair or replacement, the warranty period and applicable surety shall be automatically extended for as long as these defects remain unremedied.

3.6 TAXES

3.6.1 All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Owner are exempt from State and other State-collected sales and use taxes and from Cherry Hills Village sales and use taxes. However, such materials may be subject to sales and use taxes imposed by other local taxing authorities.

3.6.2 Prior to City's issuance of the Notice to Proceed and start of Work, if requested by the City, the Contractor shall deliver to the Project Manager three (3) copies of the completed and executed "Contractor Application for Exemption Certificate" with the approval of the Department of Revenue, State of Colorado, affixed (Department of Revenue Form No. 172). These certificates will serve as an indication to the Owner that the Contractor has acquired the necessary exemption for State and other State-collected sales taxes. The Contractor also agrees to make the same requirement, as contained above, of the material suppliers and subcontractors on this project.

3.6.3 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the City for three (3) years after the completion of the Project.

3.6.4 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to City's issuance of the Notice to Proceed.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall obtain any necessary building permit and applicable inspections and shall secure and pay for all other permits and

governmental fees, licenses and inspections by other jurisdictions necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required.

3.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.7.3 It is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes or in the exercise of due care should observe that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager in writing, and any suggested changes shall be made to the Owner. The Contractor shall notify the Project Manager of all conflicts between the Drawings and Specifications and any laws, ordinances, rules, regulations, or restrictions that come to the Contractor's attention or should have come to his attention in the exercise of due care.

3.7.4 It is the responsibility of the Contractor to make certain that all his Work is done in accordance with applicable laws, statutes, building codes and regulations, and the Contractor shall bear any costs related to his failure to do so.

3.7.5 If the Contractor performs Work, including without limitations, the installation of any materials or equipment that it knows, or reasonably should know, would be contrary to laws, statutes, ordinances, building codes, rules, and regulations, the Contractor shall assume full responsibility for such work and shall bear all costs attributable to the correction thereof or related thereto, including all fines and penalties.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid unreasonable delay in the Work;

.2 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

.3 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.4 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

3.9.2 Contractor shall assign a person to be and remain the Superintendent to generally and directly supervise and coordinate the performance of the Work. The naming of such person is and was a material inducement to Owner to enter into the Contract. If such person is not the Superintendent or does not remain the Superintendent for any reason whatsoever, the Owner reserves the right to review and approve or disapprove said Superintendent's replacement, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause.

3.9.3 Owner shall have the right, upon notice, to demand that the Superintendent or other key personnel retained by Contractor be replaced by Contractor. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract, may, at Owner's option, be terminated for cause.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1 A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Contractor, at the preconstruction conference, shall prepare and submit for the Owner's review and approval a Contractor's construction schedule for the Work, in such form and detail as Owner may require and a traffic control plan as required by paragraph 3.4. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Project Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to the Owner for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

3.10.2 The Contractor shall prepare and keep current, for the Project Manager's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Project Manager reasonable time to review submittals.

3.10.3 The Contractor shall conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

3.11.2 At the Date of Substantial Completion and as a condition precedent to Final Payment, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: record drawings showing the field changes and selections affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate thereon each field change as it occurs.

3.11.3 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be delivered in hard copy **and** in an electronic/digital format acceptable to the Owner.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

3.12.4 The Contractor shall review, approve and submit to the Owner, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

3.12.5 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's or Project Manager's approval of Shop Drawings, Product Data,

Samples, or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

3.12.8 The Contractor shall direct specific attention, in writing, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals to revisions other than those required by the Owner on previous submittals.

3.12.9 When professional certification of performance criteria of materials, systems, or equipment is required of the Contractor by the Contract Documents, the Owner shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications. If any or all such calculations or certifications are found to be inaccurate or incomplete, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Owner's additional services associated with the verification of such calculations or certifications, and the expense of Owner's additional services made necessary by the failure of such calculations or certifications to be accurate or complete.

3.12.10 Contractor shall furnish Owner with copies of all operator's instructions, service and parts manuals, and all other literature received by Contractor from the manufacturer or supplier of equipment furnished under the Contract. All operator's instructions, service and parts manuals, and all other such literature shall be bound in permanent binders satisfactory to the Project Manager.

3.12.11 Copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents or normally included with the product, shall be submitted to the Owner through the Project Manager prior to the acceptance of the Work by the Owner.

3.12.12 Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. Upon completion of Work, and prior to acceptance by the Owner, the Contractor shall file with the Project Manager one (1) set of complete drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall indicate in part the exact routing, if changed from drawing location, of Underground Utilities, condenser water lines, fuel oil tanks and lines, fire protection lines and any other major buried utility lines, and routing of conduit runs which are buried or concealed in concrete slabs. Such information may be used to prepare record drawings for the Owner.

3.12.13 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be maintained and delivered in hard copy **and** in a electronic/digital format acceptable to the Owner.

3.13 USE OF SITE

3.13.1 The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, materials and equipment for installation and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Project Manager. If it is necessary or desirable that the Contractor use land outside the Owner's right-of-way or other appropriate permit or easement(s), the Contractor shall obtain consent from, and shall execute a written agreement with, the owner of any such land, as well as tenants and/or occupants of such property if required. The Contractor shall be solely responsible for all associated costs, including clean-up and restoration. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the

performance of the Work. Should any claim be made by any such owner, tenant or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Project Manager, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner, occupant or tenant against Owner, the Project Manager, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

3.13.2 The Contractor shall protect, shore, brace, support and maintain all Underground Utilities, drains, and underground construction uncovered or otherwise affected by the construction work performed by him.

3.14 CUTTING AND PATCHING OF WORK

3.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Owner.

3.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering such work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the Owner or any separate contractor except with the prior written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project, as well as all his tools, construction equipment, machinery and surplus materials. The Contractor shall leave the site clean and ready for use or occupancy by the Owner at Substantial Completion of the Work. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 COMMUNICATIONS

3.16.1 The Contractor shall forward all communications to the Owner through the Owner's Project Manager, except as the Owner may otherwise direct in writing.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall protect, defend, indemnify and save harmless the Owner, and each of Owner's officers, agents, servants and employees, including the Project Manager from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, or the Owner's officers, agents, servants, or employees, unless otherwise specifically stipulated in the Contract Documents.

3.17.2 If the Contractor uses any design, device or materials covered by letters patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor or his Surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.17.3 The Contractor shall pay all royalty and license fees.

3.18 INDEMNIFICATION

3.18.1 The Contractor agrees to indemnify and hold harmless the Owner, the Project Manager, and their officers, employees, consultants, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

3.18.2 In any and all claims against the Owner or Project Manager, or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier to the Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3.18.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The indemnity set forth in this paragraph 3.18 shall also cover the City's defense costs, in the event that the City, in its sole discretion elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain at its own expense any additional insurance that it deems necessary for the City's protection in the performance of the Construction Contract.

3.18.4 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in this paragraph 3.18, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

3.18.5 RESERVED

3.19 ATTORNEYS FEES

3.19.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

3.20 RESERVED

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 PROJECT MANAGER

4.1.1 Subject to the limitations set forth in paragraph 5.01 of the Construction Contract, the Project Manager is empowered to act for Owner during the construction of the Work.

4.1.2 In case of termination of employment of the Project Manager, Owner may at any time employ or retain any other person it may deem qualified to perform all or any part of the duties of the Project Manager hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing, setting forth the scope of said replacement of Project Manager's duties and responsibilities, prior to making this change.

4.2 PROJECT MANAGER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Project Manager will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction and until final payment is due. The Owner's instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 RESERVED

4.2.3 The Project Manager will not have control or charge of safety precautions and programs or any construction means, methods or decision-making in connection with the Work.

4.2.4 The Project Manager shall at all times have access to the Work wherever it is in preparation and progress.

4.2.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by Owner, the Owner and Contractor shall endeavor to communicate through the Project Manager, provided, however, that Owner may instruct, correspond, or negotiate with Contractor directly. Communications by and with subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Project Manager.

4.2.6 Based on the progress and quality of the Work, an evaluation of the Contractor's Applications for Payment, and all other information available, the Project Manager will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in paragraph 9.4.

4.2.7 The Project Manager will have the responsibility and authority to reject Work which does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Paragraph 13.7 whether or not such Work has been fabricated, installed or completed.

4.2.8 The Project Manager will promptly review and approve or reject or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Project Manager's reasonable judgment to permit adequate review. The Project Manager's review of the Contractor's submittals shall not relieve the Contractor of any of Contractor's obligations under the Contract Documents. The Project Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Project Manager will prepare Change Orders in accordance with Article 7, and will have authority to order Minor Changes in the Work as provided in paragraph 7.4.1. All Change Orders, Construction Change Directives, and Field Directives shall require the approval of Owner in writing to be binding on Owner.

4.2.10 The Project Manager shall determine the date(s) of Substantial Completion and Final Completion, shall issue a Certificate of Substantial Completion when and as required by the Contract Documents, will receive, review, and maintain written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

4.3.2 RESERVED

4.3.3 Time limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as may be agreed to in writing by the Owner.

4.3.5 Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

.1 Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 Failure of the Work to comply with the requirements of the Contract Documents;

.3 Terms of special warranties required by the Contract Documents; or

.4 Faulty or defective Work appearing after Substantial Completion.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of Underground Utilities which differ from locations provided by the utility companies. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within twenty-one (21) days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be subject to further proceeding pursuant to paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3.

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written Order for a Minor Change in the Work issued by the Project Manager, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive. Such claims shall be subject to Paragraph 8.3.

4.3.8 Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary. Such claims shall be subject to Paragraph 8.3.

4.3.9 Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 11 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient

detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in paragraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Project Manager will review all claims by the Contractor and take one (1) or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the Contractor, (2) submit a schedule to the Contractor indicating when the Owner expects to take action, (3) reject the claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the Owner, or (5) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.4.2 If a claim has been resolved, the Project Manager will prepare or obtain appropriate documentation.

4.4.3 If a claim has not been resolved, the Contractor shall within ten (10) days after the Project Manager's preliminary response, take one (1) or more of the following actions: (1) submit additional supporting data requested by the Project Manager, (2) modify the initial claim, or (3) notify the Project Manager that the initial claim stands.

4.4.4 If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Project Manager, the Project Manager will notify the Contractor in writing that the Project Manager's decision will be made within ten (10) days, which decision shall be considered advisory only and not binding in the event of litigation with respect to the claim. Upon expiration of such time period, the Project Manager will render to the parties the Owner's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5

SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Construction Contract, shall furnish to the Project Manager in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity.

5.1.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable and timely objection under the provisions of paragraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.1.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Sum shall be allowed for any such

substitution unless the Contractor has acted promptly and responsively in submitting names as required by paragraph 5.2.1.

5.1.4 The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

5.1.5 RESERVED

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph 5.2, and, upon written request of the subcontractor, identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to his sub-subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to Owner (and Owner's assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall be required to compensate the designated subcontractors or suppliers only for compensation accruing to such parties for work done or materials delivered from and after the date on which Owner determines to accept the subcontract agreements or purchase orders. All sums due and owing by Contractor to the designated subcontractors or suppliers for Work performed or material supplied prior to Owner's acceptance of the subcontract agreements or purchase orders shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to Owner a written acknowledgment in form and substance satisfactory to Owner from each of its subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Construction Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule as requested by the Owner. If the Contractor claims additional cost because of any such revisions, the Contractor shall make such claim as provided elsewhere in the Contract Documents. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors access to the site and all areas of the Work as may be reasonably necessary for the performance of their work, reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results of Contractor's Work or render it incompatible with Contractor's Work. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work, except as to defects not then reasonably discoverable.

6.2.3 Subject to Paragraph 8.3 hereof, any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor cause damage to the work or property of the Owner, or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party, the Contractor shall promptly remedy such damage as provided in paragraph 10.2.4.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or

otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, employees, and agents, to the full extent as agreed to under paragraph 3.18.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor, separate contractors, and the Owner as to their responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in paragraph 3.15, the Owner may clean up and allocate the cost thereof among the contractors responsible therefor.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

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

7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Project Manager alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

.1 The term "substantial inequity" shall be construed to apply only to the following circumstances: (1) when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or (2) when a major item of work is increased in excess of one hundred and twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity. A major item is defined to be any item having an original contract value in excess of ten percent (10%) of the original contract amount

.2 Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon all of the following:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Sum, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in paragraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Construction Contract, order changes in the Work within the general scope of the Construction Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 by the method provided in paragraph 7.3.6.

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

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

7.3.6 If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such Work's actual cost for Contractor and ten

percent (10%) of such Work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this paragraph 7.3.6, actual costs shall be defined as and limited to the following:

.1 costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

.3 reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such Work, whether rented from the Contractor or others; and

.4 costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such Work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

7.3.7 Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Paragraph 8.3 hereof.

7.3.9 When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8

TIME

8.1 DATE OF COMMENCEMENT OF THE WORK

8.1.1 The Date of Commencement of the Work shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall begin the Work on the Date of Commencement of the Work. The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed, disrupted, or otherwise interfered with at any time, or from time to time, in the performance of the Work, the rights and obligations of the parties with respect to such delay shall be as set forth in this subparagraph 8.3. Contractor's exclusive remedy for any delay, disruption, or interference shall be as set forth in this subparagraph 8.3.

8.3.1.1 Any delay within the control of the Contractor or within the control of any subcontractor, agent or supplier thereof (including, without limitation, delay within the joint control of the Contractor or one (1) or more of his subcontractors, agents or suppliers) shall be the sole responsibility of the Contractor, and the Contractor shall not be entitled to any extension of time or to any increase in the Contract Sum as the result of any such delay.

8.3.1.2 Upon the occurrence of any delay which will affect the Date of Substantial Completion caused by fire, flood, unusually severe weather or other act of God, or by court order, unforeseen, concealed, or differing condition related to the Work or other factors beyond the reasonable control of any party hereto or his agents, employees or subcontractors, then the period of performance specified herein shall be extended by Change Order or Construction Change Directive, on a day-for-day basis, but such extension shall not result in any increase in the Contract Sum, and provided that Contractor complies with subparagraph 8.3.1.4 below.

8.3.1.3 Upon the occurrence of any delay which will affect the Date of Substantial Completion not concurrent with delays described under subparagraphs 8.3.1.1 and 8.3.1.2 above, which is proximately caused by acts or omissions within the control of the Owner, his agents or employees, the period of performance specified herein shall be extended by Change Order or Construction Change Directive on a day-for-day basis and the Contractor shall be entitled to reimbursement of actual, proven costs reasonably and necessarily incurred as a direct consequence of such delay, but not in excess of the amount above the

Contract Sum for each day of such delay as specified in the Contract Documents.

8.3.1.4 Any claim for an extension of time under subparagraphs 8.3.1.2, and 8.3.1.3 above, and any claim for additional compensation authorized by subparagraph 8.3.1.3 above, shall be made as follows:

.1 The Contractor shall, within five (5) days after the onset of any delay, notify the Project Manager in writing of the causes of delay, the facts relating thereto, and the requested time extension. In the case of a continuing delay, only one (1) claim is necessary. Proof of any recoverable delay costs shall be submitted within fifteen (15) days after the end of any period of delay.

.2 The Project Manager shall determine whether the cause for the claim for an extension of time is beyond the control of the Contractor pursuant to subparagraphs 8.3.1.1, 8.3.1.2, and 8.3.1.3 above. Owner shall either approve or disapprove the extension requested or claim made.

.3 Should a time extension or delay cost claim be granted by the Owner, a Change Order or other notice, signed by the Owner, shall be issued to indicate the new date for completion, or the adjustment to the Contract Sum.

.4 Failure by Contractor to timely provide, in writing, a request for time extension, claim for delay costs, or proof of such costs, shall constitute a waiver by Contractor of any time extension or reimbursement of delay costs which Contractor may have otherwise been granted pursuant to this subparagraph 8.3.

.5 Nothing herein shall prevent Contractor from requesting, and Owner granting, an extension of time contingent upon payment by Contractor of an agreed amount of liquidated damages in consideration of the time extension.

8.3.2 Contractor expressly acknowledges and confirms his obligation to minimize the cost impact of any delay, delay charges being an unproductive expenditure of public funds. Therefore Contractor shall, to the best of his ability, re-assign personnel and equipment, commence or accelerate unaffected portions of the Work, and otherwise employ all prudent measures available to minimize delay costs. In no event shall the Owner be liable for payment of delay costs which could have been avoided or mitigated by any means reasonably available to the Contractor.

8.4 LIQUIDATED DAMAGES

Time is of the essence of the Contract. In the event that the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to meet any other time requirement set forth in the Contract, after due allowance for any time extensions granted by Owner, the Contractor shall be liable to Owner for Liquidated Damages, and not as a penalty, in the amount set forth in the table below. For each and every calendar day that Work shall remain incomplete after the Contract Time as adjusted by duly executed Change Order, the sum per calendar day shown in the following table, unless otherwise specified in the Bid, may be deducted from monies due to or to become due to the Contractor or Owner may take action to collect such Liquidated Damages from the Contractor or its Surety. This sum is fixed and agreed upon between the parties because the actual loss to Owner and to the public caused by delay in completion will be extremely difficult to determine.

All punch list items (required by paragraph 9.8.2) must be completed within thirty (30) days of Substantial Completion or Liquidated Damages as provided herein will be assessed.

Permitting the Contractor to continue and finish the Work or any part of it after the Contract Time, or after the date to which the Contract Time may have been extended, will in no way operate as a waiver on the part of Owner of any of its rights under the Contract.

LIQUIDATED DAMAGES		
Original Contract Amount From More than $	To and Including $	Liquidated Damagers per Calendar Day ($)*
0	150,000	500.00
150,000	250,000	600.00
250,000	500,000	800.00
500,000	1,000,000	1,400.00
1,000,000	2,000,000	2,000.00
2,000,000	4,000,000	3,300.00
4,000,000	10,000,000	3,900.00
10,000,000	----------	**

*The per day liquidated damages shall be the amount set forth in this table, or in the Standard Specifications for Road and Bridge Construction as published by the Colorado Department of Transportation controlling as of the date on which the Contract is mutually executed by the Contractor and Owner, whichever is higher.

**3,900.00 plus 300.00 per each additional 1,000,000 contract amount or part thereof over 10,000,000.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages or additional costs incurred because of a difference between the estimate of any item and the amount of the item actually required, or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Project Manager may direct. This Schedule, when approved by the Project Manager, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the Construction Contract, the Contractor shall submit to the Project Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Project Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing for subsequent incorporation in the Work. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 When Application for Payment includes materials stored off the Project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole discretion.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager will, within ten (10) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor in writing his reasons for withholding a certificate in whole or in part as provided in paragraph 9.5.1.

9.4.2 No Certificate for Payment shall be issued unless it appears to the Project Manager that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, but without in any way waiving any of Owner's rights or claims under the Contract Documents, the quality of the Work is in accordance with the Contract Documents and that all certificates required under the Contract Documents have been furnished in proper form. However, the issuance of a Certificate for Payment will not be a representation that the Project Manager has made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Project Manager may decline to certify payment and may withhold his certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in his opinion he is unable to make the determinations as provided in paragraph 9.4.2. If the Project Manager is unable to make such determinations as provided in paragraph 9.4.2 and to certify payment in the amount of the application, he will notify the Contractor as provided in paragraph 9.4.1. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the amount for which he is able to make such determinations. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

.1 defective Work not remedied,

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure to carry out the Work in accordance with the Contract Documents; or

.8 failure to maintain accurate and up-to-date as-built drawings.

9.5.2 When the above grounds are removed, Certificates for Payment shall be made by the Project Manager for amounts withheld because of them.

9.6 PROGRESS PAYMENTS

9.6.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in a timely manner not to exceed forty five (45) days from the time the Project Manager issued the Certificate for Payment. The Owner may refuse to make payment on any Certificate for Payment for any default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

9.6.3 The Project Manager may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such subcontractor.

9.6.4 The Owner shall not have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

9.6.5 Payment to suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3, and 9.6.4.

9.6.6 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6.7 RETAINAGE

9.6.7.1 In addition to any amounts withheld from payment pursuant to any other provision in this Construction Contract, Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

.1 Owner shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Sum.

.2 In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Sum until after final acceptance of the Project by the Owner.

9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8, pay the Contractor within forty five (45) days after the date established in the Contract Documents any amount certified by the Project Manager, then the Contractor may, upon seven (7) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the

Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order.

9.8 SUBSTANTIAL COMPLETION

9.8.1 The Work will not be considered suitable for Substantial Completion review until all project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Construction Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion.

9.8.2 When the Contractor considers that the Work, or a designated portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Project Manager. The Contractor shall then submit a request for another inspection by the Project Manager to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Project Manager will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, which time shall be no longer than thirty (30) days after the scheduled completion date. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "partial occupancy"). Such partial occupancy may commence whether or not the applicable portion of the Work is Substantially Complete.

9.9.2 In the event of partial occupancy, the Contractor shall promptly secure endorsement from its insurance carriers and consent from its sureties, if any.

9.9.3 In the event of partial occupancy before Substantial Completion as provided above, the Contractor shall cooperate with the Owner in making available for the Owner's use and benefit such

building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.4 In the event of partial occupancy prior to Substantial Completion, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of the operation and cost of necessary security, maintenance and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services, reduced by any savings to Contractor for such services realized by reason of partial occupancy. Further, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of insurance and damage to the Work. Contractor's acceptance of arrangements proposed by Owner in respect of such matters shall not be unreasonably withheld, delayed, or conditioned. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.5 In each instance, when the Owner elects to exercise its right of partial occupancy as described herein, Owner will give Contractor advance written notice of its election to take the portion or portions involved, and immediately prior to partial occupancy, Contractor, and the Project Manager shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the conditions of the same.

9.9.6 It shall be understood, however, that partial occupancy shall not: (1) constitute Final Acceptance of any Work, (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents; provided that Contractor shall not be liable for ordinary wear and tear resulting from such partial occupancy.

9.9.7 Subject to the terms and conditions provided herein, if the Contractor claims that delay or additional cost is involved because of partial occupancy by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Construction Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Project Manager's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in paragraph 9.10.2 have been fulfilled. Final Payment is also subject to all City Charter and City Code requirements. Warranties required by the Contract Documents shall commence on the date that the Project Manager issues a final Certificate of Payment to the Owner.

9.10.2 Neither the final payment nor the remaining retained percentage shall become due until the

Contractor submits to the Project Manager:

9.10.2.1 Evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents, including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedules, sub-master and special keys, (c) delivery to Owner of Contractor's general warranty as described in Paragraph 3.5, and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Project Manager's review and delivery to Owner, (d) delivery to Project Manager of printed or typewritten operating, servicing, maintenance and cleaning instructions for the Work; parts lists and special tools for mechanical and electrical work;

9.10.2.2 If required by the Owner, (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (b) consent of surety, if any, to final payment, and (c) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner, and (d) a final waiver of liens in a form satisfactory to Owner, covering all Work including that of all subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized;

9.10.2.3 In addition to the foregoing, all other submissions required by other articles and paragraphs of the specifications including final construction schedule shall be submitted to the Project Manager before approval of Final Payment;

9.10.2.4 If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

9.10.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

.1 unsettled liens,

.2 faulty or defective Work appearing after Substantial Completion,

.3 failure of the Work to comply with the requirements of the Contract Documents,

.4 terms of any special warranties required by the Contract Documents, or

.5 replacement of material or equipment which is rejected if found, after the date of final payment, to be defective, or inferior in quality or uniformity, to the material or equipment specified, or is not as represented to the Project Manager and Owner.

9.10.5 The acceptance of final payment by the Contractor, a subcontractor, or supplier shall constitute a waiver of all claims by that payee.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.1.2 Unless otherwise provided in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless, upon written direction of Owner.

10.1.3 Unless otherwise provided in the Contract Documents, the Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

.1 all persons involved in or affected by the Work;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and

.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, ditches, fences, gates, private property, and utilities not designated for removal, relocation or replacement in the course of construction.

.4 The Contractor shall take all measures necessary to mitigate the impact of weather so that the Project may continue on schedule. In no event shall the Owner be liable for extra costs incurred on materials and any part of the Work due to the Contractor's failing to take all measures necessary to protect the Work from weather and the Contractor shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed if the Contractor is able to proceed with other Work related to the Project.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property for their protection from damage, injury or loss, including but not limited to the Occupational Safety and Health Act (OSHA), as applicable.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 The Contractor shall promptly remedy all damage or loss at its sole cost and expense (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor. Utility locate services provided in the field by the Owner shall not be deemed an act or omission that relieves Contractor of its responsibility hereunder. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 3.5.

10.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Paragraph 4.3, Paragraph 8.3 and Article 7.

10.4 USE OF EXPLOSIVES, DRIVING OR REMOVAL OF PILES, WRECKING, EXCAVATION WORK OR OTHER SIMILAR AND POTENTIALLY DANGEROUS WORK

10.4.1 When the use of explosives, driving or removal of piles, wrecking, excavation work or other similarly potentially dangerous work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property and shall carry on such activities under the supervision of properly qualified personnel, such potentially dangerous work shall not be undertaken unless and until the City Manager has authorized same.

10.4.2 Detonation of explosives by the Contract shall be by permit authorized by Owner. The following information must be submitted to the City Manager or to his or her designee thereof at least thirty (30) days prior to the detonation of explosives:

.1 A graphic plan showing locations of proposed explosive use and improvements

(including structures, roadways, utilities, etc.) on the property, surrounding land uses, and improvements on adjacent properties within a distance equal to 1000 feet plus the maximum distance of vibration as specified in the report described below.

.2 A geotechnical report prepared by Colorado-registered professional engineer describing the geology of the area and the impacts of explosive use in the area, including wave attenuation and travel distance and potential impacts on improvements in the area.

.3 An analysis of alternatives to explosives, including safety, time, and monetary comparisons of the alternatives.

.4 The Contractor shall ensure that audible signals warning persons of danger will be given before detonation of explosives.

As a condition of permitting the detonation of explosives as part of the Work, the Developer or Contractor shall submit to the City Manager or to his or her designee thereof a certificate of insurance for coverage of detonation of explosives in the minimum following amounts: $2,000,000 for property damage, each accident; and $2,000,000 for public liability, bodily injury, single limit or equivalent, each accident. Owner shall be named as an additional insured on the insurance policy.

10.4.3 The Contractor shall be fully responsible for, and shall save and hold Owner harmless from, any and all damages, claims, and for the defense of any actions against the Owner resulting from the prosecution of such Work in connection with or arising out of the Construction Contract.

10.4.4 The Contractor shall notify each public utility company or other owner of property having structures or improvements in proximity to the site of the Work, of his intent to perform potentially dangerous work. Such notice shall be given sufficiently in advance to enable the companies or other owners of property to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damages, claims, or the defense of any actions against the Owner resulting from the performance of such Work in connection with or arising out of the Construction Contract.

10.4.5 All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES - KEEP OFF" and shall be in the care of competent watchmen at all times. The Contractor shall also be required to obtain any permits which may be required by the South Metro Fire Rescue Authority or other fire district having jurisdiction.

10.5 UNDERGROUND UTILITIES

10.5.1 Known Underground Utilities and other underground structures are shown on the Drawings only to the extent such information has been made available to or discovered by the Owner. It is expected that there may be discrepancies and omissions in the location and quantities of actual Underground Utilities and other underground structures and those shown. This information is shown for the convenience of the Contractor, but is not guaranteed to be either correct or complete, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by Owner. The Contractor shall, ahead of excavation, confirm the location of all Underground Utilities and other underground structures so that they will not be accidentally damaged by the construction operation. Contractor shall be responsible for contacting all utility owners concerning location of all above ground utilities and Underground Utilities before proceeding with the Work. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor shall verify actual location, and Contractor remains solely responsible for any claims or damage to Underground Utilities or other facilities or structures caused by excavating. Contractor is responsible for, at no additional cost to the owner, potholing all existing Underground

Utilities to be crossed or that may otherwise affect their means and methods for constructing the Project prior to beginning any construction on the Project.

ARTICLE 11

INSURANCE REQUIREMENTS

11.1 CONTRACTOR'S INSURANCE

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract Documents, including but not limited to Paragraphs 3.13, 3.17 and 3.18 hereof, in addition to any other insurance requirements imposed by the Contract Documents or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

11.1.1 Workers' Compensation Insurance. The Contractors shall procure and maintain, at its own expense, valid Workers' Compensation Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or signed certificate of insurance shall be on file with the Owner at all times. Evidence of qualified self-insurance status may be substituted for the Workers' Compensation Insurance requirements of this paragraph.

11.1.1.1 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intention of non-renewal to the Owner.

11.1.1.2 Limits of liability shall be in conformance with the statutory requirements of the Workers' Compensation Laws of the State of Colorado.

11.1.2 Comprehensive General Liability Insurance. The Contractor shall carry and maintain, at its own expense, Comprehensive General Liability Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.2.1 The policy shall be appropriately endorsed to give all named parties a minimum of thirty (30) days notice of cancellation or intention to non-renew coverage or any material change or restriction of coverage.

11.1.2.2 Limits of liability shall be a minimum of One Million Dollars ($1,000,000) each occurrence; Bodily Injury and Property Damage combined, Two Million Dollars ($2,000,000) aggregate.

11.1.2.3 The following coverages shall be included in the policy:

.1 Premises, operations and elevators, including work let or sublet, to cover all claims for bodily injury (including but not limited to death, disease or sickness) and damage or destruction or loss of use of any tangible property.

.2 Products and completed operations.

.3 Broad form blanket contractual liability with all exclusions deleted.

.4 Personal injury liability.

.5 Explosions, collapse, and underground hazards.

.6 Broad form property damage endorsement.

.7 Incidental malpractice.

.8 Independent contractors.

11.1.2.4 The products and completed operations coverage shall be maintained in effect for a period of six (6) years after the date of final acceptance of the Work.

11.1.3 Comprehensive Automobile Liability Insurance. The Contractor shall carry and maintain, at its own expense, Comprehensive Automobile Liability Insurance. A copy of a certificate of insurance shall be on file with the Owner at all times. The policy shall contain a severability of interests' provision.

11.1.3.1 The policy shall cover all owned or leased vehicles operated by the insured as well as coverage for all non-owned or hired vehicles used by the insured in the course of his operations.

11.1.3.2 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intent to non-renew to Owner.

11.1.3.3 The limits of liability shall be a minimum of One Million Dollars ($1,000,000) per occurrence and Five Hundred Thousand Dollars ($500,000) per person.

11.1.4 Umbrella/Excess Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Umbrella (excess) Liability policy throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.4.1 Policy shall be in excess of all underlying insurance including employer's liability.

11.1.4.2 Policy shall not contain any exclusions for hazards, or contractual hazards.

11.1.4.3 Limits of liability shall be a minimum of Two Million Dollars ($2,000,000) in the aggregate.

11.1.5 Owner's Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Owner's Liability policy in the name of the Owner.

11.1.5.1 Limits of liability shall be a minimum of Two Million Dollars ($2,000,000) in the aggregate.

11.2 ADDITIONAL NAMED INSURED

11.2.1 The Owner shall be named as an additional insured under the Contractor's Automobile, Commercial General, and Umbrella Liability coverages, and the Commercial General Liability additional insured coverage shall include products and completed operations coverage. The Contractor's Automobile, Commercial General, and Umbrella Liability additional insured coverage shall be primary with respect to claims made by the City.

11.3 BUILDER'S RISK/PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the

Owner has no reasonable objection.

This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work as additional insureds, providing that such insurance is primary with respect to claims made by the additional insureds, and be in the form of "all risk" insurance for physical loss or damage with all exclusions deleted. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in a Request for Payment under paragraph 9.3.2.

11.3.1.1 The form of policy for this coverage shall be "Completed Value". The coverage under this policy shall include contemplated work and work in progress.

11.3.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractor shall be responsible for payment of appropriate parts of any deductibles in the event claims are paid on their part of the Project.

11.4 GENERAL REQUIREMENTS

11.4.1 The Contractor shall file two (2) certified copies of all policies with the Project Manager before exposure to loss may occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner reserves the right to request and receive a certified copy of any policy at any time, and any and all endorsements to said policy.

11.4.2 All insurance policies and/or certificates of insurance required under the Contract Documents shall be issued subject to the following stipulations by the Insurer:

.1 Underwriter shall have no right of recovery or subrogation against the Owner, it being the intent of the parties that the insurance policy so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

.2 The clause entitled "Other Insurance Provisions" contained in any policy including the Owner as an additional insured shall not apply to the Owner.

.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums due or for any assessments under any form of any policy.

.4 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Contractor.

11.4.3 Additional coverages or higher limits of liability may be required by the Owner should the scope or nature of the work change during the course of the Construction Contract. All liability insurance and builder's risk/property insurance policies required by this Article shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorneys' fees.

11.4.4 The Contractor shall be solely responsible for ensuring that all subcontractors or suppliers obtain and maintain in force for the term of this Construction Contract insurance policies sufficient to meet the

minimum coverages required under the Contract Documents.

11.4.5 Nothing contained in this Article 11 shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Construction Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage to adequately insure against the risk attendant to the performance of this Construction Contract. Any approvals of Contractor's insurance coverages by the Owner or the Project Manager shall not operate to the contrary.

11.4.6 The risk of loss to any property to be provided by Contractor to Owner pursuant to this Construction Contract shall be upon the Contractor until said property has been finally accepted by Owner.

11.4.7 Nothing in this Article 11 shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

11.4.8 The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. **It shall be an affirmative obligation of Contractor to provide written notice to the Owner within two (2) days of the cancellation of or substantive change to any of the policies required herein and failure to do so shall constitute a breach of the Contract**.

11.4.9 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and approved by the Owner and shall be maintained until the Contractor's Work is accepted by the Owner. The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. The Owner may, in writing, specifically indicate its approval or disapproval of each separate policy provided pursuant to the Contract Documents.

11.4.10 All policies under the Contract Documents that are scheduled to expire prior to the time the Contractor's Work is finally accepted by the Owner shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to the Owner for approval.

11.4.11 If any of the policies required under the Contract Documents shall be or at any time become unsatisfactory to the Owner as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Owner, Owner shall so advise Contractor who shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit a certificate of insurance as hereinabove provided.

11.4.12 All liability insurance and builder's risk/property insurance policies required by this Article shall be occurrence-based policies.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

12.1.2 If any other portion of the Work has been covered which the Owner or Project Manager has not specifically requested to observe prior to being covered, the Project Manager or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for the payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as incomplete, defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional services made necessary thereby.

12.2.2 In addition to the Contractor's obligations under Paragraph 3.5, if, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work and termination of the Construction Contract. The Owner shall give such notice promptly after discovery of the condition by the Owner.

12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected or accepted by the Owner.

12.2.4 If the Contractor fails to correct defective or nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4.

12.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional services made necessary thereby. If such proceeds of sale do not cover

all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused, in whole or in part, by the Contractor's correction or removal of Work which is defective or not in accordance with the requirements of the Contract Documents.

12.2.7 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof, or under law or in equity. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1. If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Construction Contract shall be governed by the law of the State of Colorado. Those provisions of law applicable but discretionary because of the Owner's status as a home-rule municipality shall be binding at the Owner's election.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Construction Contract shall assign, sublet, or transfer (by operation of law or otherwise) any interest in the Construction Contract without the prior written consent of the other. The Contractor shall not assign the whole or any part of the Construction Contract or any monies due or to become due thereunder without the prior written consent of the Owner and of the surety on the Contractor's bond. Any assignment without such written consent shall be void. A copy of such consent of surety, together with a copy of the assignment, shall be filed with the Project Manager. In case the Contractor assigns all or part of any monies due or to become due under the Construction Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims and liens of all persons, firms and corporations for services rendered; for the payment of all laborers and mechanics for labor performed; for the payment of all materials and equipment used or furnished and for

payment of all materials and equipment used or rented in the performance of the Work called for in the Construction Contract; and for the payment of any liens, claims, or amounts due the Federal, State or local governments or any of their funds. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

13.3 WRITTEN NOTICE

13.3.1 All notices to be given hereunder shall be in writing, and may be given, served, or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by delivering the same in person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in the Construction Contract from and after the fourth day next following the date deposited in the mail, or when actually received, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given shall be sent to or made at the last business address known to the party giving notice.

13.4 CLAIMS FOR DAMAGES

13.4.1 Should either party to the Construction Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims by Contractor against Owner that are within the scope of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, shall be subject to, and brought in accordance with, the provisions of said Act.

13.5 PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

13.5.1 The Contractor will be required, simultaneously with the execution of the Construction Contract, to furnish a Performance, Payment, Maintenance and Warranty Bond, in an amount equal to one hundred percent (100%) of the Contract Sum. Said bond shall be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the Construction Contract and the terms and conditions herein contained and the maintenance of the proposed improvements in good repair according to the terms contained in the Construction Contract. Accompanying the bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond. Such bond shall be on a form provided by the Owner.

13.5.2 The Contractor shall deliver said bond to the Project Manager no later than the date of execution of the Construction Contract. If the Contractor fails or neglects to deliver the bond, as specified, he shall be considered to have abandoned the Construction Contract and his bid security will be forfeited.

13.6 RIGHTS AND REMEDIES

13.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents.

13.6.2 No action or failure to act by the Owner, Project Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13.6.3 In all actions by the Owner to enforce its rights and remedies hereunder, whether at law or equity, the Owner, in addition to all other remedies, shall be entitled to recovery of its reasonable attorneys fees and costs.

13.6.4 The Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues, regarding defects in the Work under the Construction Contract.

13.7 TESTS AND INSPECTIONS

13.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Project Manager and the Owner timely notice of its readiness so the Project Manager and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals.

13.7.2 If the Project Manager or public authority having jurisdiction determines that any Work requires additional or special inspection, testing, or approval which paragraph 13.7.1 does not include, the Project Manager may instruct the Contractor to order such additional or special inspection, testing or approval, and the Contractor shall give notice as provided in paragraph 13.7.1. If such additional or special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, the Contractor shall bear all costs of such testing, inspection, and approval procedures, including compensation for any additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

13.7.3 Required certificates of inspection, testing or approval, unless otherwise required by Contract Documents, shall be secured by the Contractor and promptly delivered by him to the Project Manager.

13.7.4 If the Project Manager is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the normal place of testing.

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

13.8 LITIGATION AND WORK PROGRESS

13.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13.9 EQUAL EMPLOYMENT OPPORTUNITY

13.9.1 In connection with the execution of this Construction Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, handicap, or national origin, if otherwise qualified. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off

or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship.

13.10 COMMERCIAL DRIVER'S LICENSE SUBSTANCE SCREENING

13.10.1 The Contractor shall provide written assurance to the City that each driver that provides services requiring a commercial driver's license pursuant to this Construction Contract participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Construction Contract if the Work is stopped for a continuous period of sixty (60) days through no act or fault of the Contractor or a subcontractor, sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction;

.2 an act of government, such as a declaration of national emergency, making material unavailable;

.3 because the Project Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in paragraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment (without cause) within the time stated in the Contract Documents; or

.4 if repeated suspensions, delays, or interruptions by the Owner as described in paragraph 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen (14) days' advance written notice to the Owner, terminate the Construction Contract, unless this reason is cured prior to the expiration of the notice period. Contractor may recover from the Owner payment for Work properly executed in accordance with Contract Documents (the basis for such payment shall be as provided in the Construction Contract) and payment for costs directly related to work thereafter performed by Contractor in terminating such work, including reasonable demobilization and cancellation charges. The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in paragraphs 14.1.1 and 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Construction Contract if the Contractor:

.1 refuses or fails to supply, in a timely manner, enough properly skilled workers or proper materials or equipment;

.2 fails to make payment to subcontractors or suppliers for materials, equipment, or labor in

accordance with the respective agreements between the Contractor and the subcontractors or suppliers;

.3 disregards laws, ordinances, rules, regulations, or orders of the City or other governmental entity having jurisdiction;

.4 disregards the instructions of Owner when such instructions are based on the requirements of the Contract Documents;

.5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and Contractor's surety, if any, seven (7) days' written notice, (except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may:

.1 take possession of the site and project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by the Contractor; and

.2 finish the Work by whatever method the Owner may deem expedient.

14.2.3 When the Owner terminates the Construction Contract for one (1) of the reasons stated in paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Construction Contract.

14.2.5 In addition to Owner's right to remove Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of the Work or any subcontract or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of the Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated, if any. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.2.6 In the event of termination pursuant to paragraph 14.2.5, Owner shall pay as the sole amount due to Contractor in connection with the Construction Contract, (i) sums due for Work properly executed in accordance with Contact Documents to date, including allowable profit and overhead (except retainage sums shall not be paid prior to one hundred twenty (120) days following the date of termination); (ii) reasonable cost of demobilization and cancellation charges; and as additional and special consideration for this provision; (iii) a profit for underperformed work equal to one-half percent (0.5%) of the cost of the Work actually performed to date.

14.2.7 Upon a determination by a court of competent jurisdiction that the termination of Contractor pursuant to paragraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to paragraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in paragraph 14.2.6.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or any subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving written notice to Contractor specifying the part of the Work or subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted. If any part of the Work or subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Construction Contract. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.3.2 The rights and remedies of Owner under this Paragraph 14.3 shall be non-exclusive, and shall be in addition to all the other remedies available to Owner at law or in equity.

EXHIBIT C*:** ***SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT

The Special Conditions for this project consist of the following:

There will be NO WORK performed from August 1, 2016 to September 6, 2016.
This Project will be scheduled after the completion of the new curb and gutter installations on the north side of E. Jefferson Avenue and the east side of Monroe Street. Concrete installations will be scheduled in March, April, or May of 2016.

Note: the Special Conditions are available for download at Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com and are incorporated herein by reference.

***EXHIBIT D*: *FORM OF PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND** (to be completed upon award)*

PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, herein called Contractor, and _____, as surety, herein called Surety, are hereby held and firmly bound to the City of Cherry Hills Village, Colorado, as Obligee, herein called Owner or City, in the sum of _____ Dollars ($_____), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written construction contract dated the ___ day of _____ 20__ (the "Contract"), for the construction and completion of _____ _____ (City of Cherry hills Village Project No. ____), which Contract is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (1) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the "Work"), or from conditions created by the performance or non-performance of the Work.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest

responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor; or

3. Complete or cause to be completed any repairs or other work required to be completed under the applicable two (2) year warranty period.

THIRD. The Contractor shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of the Work described in the Contract subject, however, to the following conditions.

1. A claimant is defined as one having a direct Contract with the Contractor, or with a Subcontractor of the Contractor for labor material or both, used or reasonably required for use in performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's Work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due the claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the Work or labor was done or performed. Such notice shall be served by mailing same by registered mail or certified, postage prepaid, in an envelope addressed to the Contractor, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

   b. After expiration of six (6) months following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Unless claimant brings such action in a state court of competent jurisdiction in and for Arapahoe County, Colorado, or such other county in which the Work (as described in the Contract) is to be completed, and not elsewhere.

FOURTH. The Contractor and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of **one (1) year** from date of final acceptance from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of **one (1) year** from and after final acceptance of the Work by the City. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way shall rest entirely with the City, and the City's decision upon the matter shall be final and obligatory upon the Contractor, subject to judicial review pursuant to applicable law.

The Surety hereby waives the right to special notification of any alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders, or any other act or acts of the City or its authorized agents under the terms of the Contract; and failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

PRINCIPAL (CONTRACTOR)	SURETY
_____	_____
(Name of Company)	(Name of Company)
By: _____	By: _____
Address:	Address:
_____	_____
_____	_____

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Cherry Hills Village.

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

EXHIBIT E*: *CONTRACT FORMS

A. NOTICE OF AWARD
B. NOTICE TO PROCEED
C. SHOP DRAWING TRANSMITTAL FORM
D. FORM OF CHANGE ORDER
E. APPLICATION FOR PAYMENT
F. FORM OF PARTIAL WAIVER OF LIEN
G. FORM OF FINAL WAIVER OF LIEN
H. CERTIFICATE OF SUBSTANTIAL COMPLETION
I. CERTIFICATE OF FINAL COMPLETION
J. CERTIFICATE OF PARTIAL ACCEPTANCE

CITY OF CHERRY HILLS VILLAGE	**NOTICE OF AWARD**	
City Project No.: 2016-001	Project Name: 2016 Asphalt Mill and Overlay	Date: Date of this form
To (Contractor): Enter Contractors Full Name		
Description of Work: Enter brief description of the project		

The City of Cherry Hills Village, Colorado ("City") has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids dated Enter a Date.

You are hereby notified that your Bid has been accepted for items in the amount of $Enter Total Contract Amount. ("Contract Sum")

You are required by the IFB and Contract Documents to execute the Construction Contract and furnish the required Contractor's Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation as required by the General Conditions on or before Enter Date, in accordance with the Contract Documents.

If you fail to execute said Contract, to furnish said Bond, or to file with required insurance documentation on or before the above stated date, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Security as abandoned, resulting in the forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this Day day of Month, 201Year.

City of Cherry Hills Village
County of Arapahoe, State of Colorado

_____
Project Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR _____

this _____ day of _____, 20___.

BY _____

CITY OF CHERRY HILLS VILLAGE	**NOTICE OF PROCEED**	
City Project No.: 2016-001	Project Name: 2016 Asphalt Mill and Overlay	Date: Date of this form
To (Contractor): Enter Contractors Full Name		
Description of Work: Enter brief description of the project		

You are hereby notified to commence Work in accordance with the Construction Contract dated Enter Contract Date, on Enter Date of NTP, and you are to complete the Work within Enter Number of Days for Work from Contract consecutive calendar days after the date of this Notice to Proceed ("Contract Time"). Therefore, the date for completed Work is Enter Date for Completion of Work.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

City of Cherry Hills Village,
County of Arapahoe, State of Colorado

_____
Project Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR_____

this _____ day of _____, 20___.

BY _____

CITY OF CHERRY HILLS VILLAGE	**SHOP DRAWING TRANSMITTAL FORM**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Date: Date of this form

TO: _____ Transmittal Number: _____

_____ 1st submittal☐ Resubmittal☐

_____ (Previous Transmittal #_____)

Description of Equipment: Enter Description of Equipment

Manufacturer: Enter Name of Manufacturer

As stated in the Contract Documents, the undersigned Contractor's submission of these Shop Drawings or samples shall constitute a representation to the City that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed and coordinated each Shop Drawing or sample with the requirements of the Work, the General Conditions to Construction Contract, and the Contract Documents and he represents to the City that item(s) described by these Shop Drawings do comply with the requirements of the Contract Documents. The undersigned Contractor certified that the Equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said Act.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

_____ _____

(Authorized Signature of Contractor) (Contractor Name)

* *

(THIS SPACE FOR CITY USE ONLY)

The above drawings are returned with action as designated below:

A No Exception Taken
B Make Corrections Noted and Resubmit Corrected Copies
C Revise and Resubmit
D Rejected
E Submit Specified Item

Reviewed By: _____ Date: _____

CITY OF CHERRY HILLS VILLAGE	**CHANGE ORDER**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Change Order No.: Enter Change Order #
To (Contractor): Enter Name of Contractor		City Contract No.: Enter Contract #
Description of Original Contract Work: Enter Description of Work		Date: Date of this form

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed.

_____

_____

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT SUM	AMOUNT / DATED / AVG
Original CONTRACT SUM	$
Current CONTRACT SUM adjusted by Change Orders _____ thru _____	$
The CONTRACT SUM due to this Change Order will be (Increased) (Decreased) (Unchanged) by	$
The new CONTRACT SUM including this Change Order will be	$
CHANGE TO CONTRACT TIME	
Current CONTRACT Completion Date	
CONTRACT TIME will be (Increased)(Decreased)(Unchanged) by this number of Calendar days	
The DATE for completion of all WORK (Amended Contract Time) will be	

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER

BY: _____

DATE: _____

ACCEPTED:

CONTRACTOR:

_____

BY: _____

DATE: _____

CITY OF CHERRY HILLS VILLAGE:

BY: _____

Deputy City Manager

DATE: _____

CITY OF CHERRY HILLS VILLAGE	**APPLICATION FOR PAYMENT**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Period Ending: Enter Date
Contractor: Enter Name of Contractor		Application No.: Enter Application #

Page 1 of Enter # of Pages	Date: Enter Date	City Contract No.: Enter Contract #
Original Contract Sum: $Enter Amount	Approved Changer Order Adjustment: $Enter Amount	Current Contract Sum: $Enter Amount

SUMMARY OF CONTRACT	AMOUNT
1. Total accumulated Work on original Contract to date	$
2. Extra work by approved Change Order to date	$
3. Materials stored	$
4. Total accumulated work to date (Items 1 through 3)	$
5. Less: Retainage of five percent (5%) up to a maximum 5% of current Contract Sum	$
6. Net amount earned to date	$
7. Less: Amount of previous payment	$
BALANCE DUE THIS REQUEST	$

The undersigned Contractor certifies to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him/her for Work for which previous Applications for Payment were issued and payments received from the City; and that current payment shown herein is now due.

_____ BY: _____ DATE: _____
CONTRACTOR

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Project Manager certifies that the Work has progressed to the point indicated; that to the best of his/her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the Amount Certified below.

AMOUNT APPROVED FOR PAYMENT $_____

_____ DATE: _____
PROJECT MANAGER

_____ DATE: _____
DEPUTY CITY MANAGER

CITY OF
CHERRY HILLS VILLAGE

APPLICATION FOR PAYMENT
(continuation sheet)

City Project No.:	Project Name:	Application No.:		Date:
Enter Project #	Enter Project Name	Enter Application #	Page 1 of Enter # of Pages	Enter Change Order #

ITEM NO.	DESCRIPTION	BID ITEMS				WORK COMPLETED TO DATE				
		ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	% COMP.

SUBTOTAL THIS SHEET	
GRAND TOTAL (LAST PAGE)	

CITY OF CHERRY HILLS VILLAGE	**PARTIAL WAIVER OF LIEN**
City Project No.: Enter Project #	Project Name: Enter Project Name

To All Whom it May Concern:

WHEREAS, the undersigned has been employed by (A)_____ to furnish labor and materials for (B)_____ work, under a contract (C)_____ for the improvement of the premises described as (D)_____ in the City of Cherry Hills Village, County of Arapahoe, State of Colorado, of which the City of Cherry Hills Village is the owner.

NOW, THEREFORE, this _____ day of _____, 20___, for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate SEAL here)

_____
(Signature of Authorized Representative)

Title:_____

INSTRUCTIONS FOR PARTIAL WAIVER

(A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received on that date.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CITY OF CHERRY HILLS VILLAGE	**FINAL WAIVER OF LIEN**
City Project No.: Enter Project #	Project Name: Enter Project Name

To All Whom it May Concern:

WHEREAS, the undersigned has been employed by (A)_____ to furnish labor and materials for (B)_____ work, under a contract (C)_____ for the improvement of the premises described as (D)_____ in the City of Cherry Hills Village County of Arapahoe, State of Colorado, of which the City of City of Cherry Hills Village is the owner.

NOW, THEREFORE, this _____ day of _____, 20___, for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate SEAL here)

_____
(Signature of Authorized Representative)

Title:_____

INSTRUCTIONS FOR FINAL WAIVER

(A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received on that date.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF SUBSTANTIAL COMPLETION**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Substantial Completion Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of Contract Work (or specified part) completed: Enter Description		Date Issued: Enter Date

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Contract or specified part of a Contract is the date when the construction is sufficiently complete for the City, in accordance with the Contract Documents, including the General Conditions to the Construction Contract and the definition of "Substantial Completion" set forth therein, to make a finding that the Project (or specified part) can be utilized for the purposes for which it was intended. A List of Items to be completed or corrected ("Punch List") are attached hereto. The failure to include any items on said list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

TO: _____ **AND TO:** _____
(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by the Project Manager on the above-named project and/or the City Engineer for the City of Cherry Hills Village and by the Contractor, and the Project or specified part thereof as indicated above, is hereby declared to be substantially complete. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The Contractor and the City have agreed to the attached Punch List of items to be completed or corrected before Final Completion

_____
PROJECT/PROGRAM MANAGER

The Contractor accepts the above **Certificate of Substantial Completion.**

_____ _____ _____
CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF FINAL COMPLETION**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Final Completion Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of project completed: Enter Description		Date Issued: Enter Date

DEFINITION OF FINAL COMPLETION

The date of Final Completion of a Contract is the date when the construction or services are complete, in accordance with the Contract Documents including the General Conditions to the Construction Contract and the definition of "Final Completion" set forth therein, so that the Project or specified part of the project or Project Services can be utilized for the purposes for which it was intended and all Work as set forth on the Punch List issued upon Substantial Completion has been satisfactorily completed, notice has been published in accordance with law, and the timeframe provided in such notice has elapsed, and all releases of liens have been received to the satisfaction of the City.

TO: _____ **AND TO:** _____
(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by authorized representatives of the City of Cherry Hills Village and Contractor, and the Project, is hereby declared to be completed. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

_____
PROJECT/PROGRAM MANAGER

The CONTRACTOR accepts the above **Certificate of Final Completion.**

_____ _____ _____
CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

MAINTENANCE & UTILITY RESPONSIBILITIES

Cherry Hills Village	
Contractor	

Final Payment in accordance with ATTACHED VOUCHERS AND FINAL PAYMENT FORM IS HEREBY AUTHORIZED.

Approval by:

Project/Program Manager: _____ Date _____

Deputy City Manager: _____ Date_____

ENCLOSURES (identify and attach)

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF PARTIAL ACCEPTANCE**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Partial Acceptance Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of part of project completed: Enter Description		Date Issued: Enter Date

PARTIAL ACCEPTANCE

The City will issue this Certificate of Partial Acceptance upon application therefor by the Contractor and upon a finding by the City that a unit or portion of the Project, such as a structure, utility service, or a section of road or pavement, has been satisfactorily completed in compliance with the Contract, relieving Contractor of further responsibility for that unit or portion of the Work. Partial acceptance shall in no way void or alter any terms or other obligations of ether party under the Contract.

TO: _____ **AND TO:** _____

(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by the undersigned authorized representatives of the City of Cherry Hills Village and Contractor, and the specified part of the Project, (as indicated above) is hereby declared to be satisfactorily completed in compliance with the Contract.

_____ _____

PROJECT MANAGER DATE

The CONTRACTOR accepts the above **Certificate of Partial Acceptance**.

_____ _____ _____

CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

MAINTENANCE & UTILITY RESPONSIBILITIES

Cherry Hills Village	
Contractor	

***EXHIBIT F*: SPECIFICATIONS**

The Specifications for this Project shall be the following:

I. Asphalt Cement Cost Adjustments: If requested by the Contractor as required herein, Contract price adjustments will be made to reflect increases or decreases in the price of asphalt cement from that in effect during the month in which bids were received for the Contract. If the Contractor wishes to include this asphalt cement cost adjustment in its Contract with the City, it shall specify on the attached form that the asphalt cement adjustment will apply to the Contract.

After bids are submitted, the Contractor will not be given any other opportunity to accept or reject this adjustment. If the Contractor fails to indicate a choice or fails to submit the form prior to bid opening the price adjustment will not apply to the Contract. If the asphalt cement cost adjustment is accepted by the Contractor, the adjustment will be made in accordance with the following criteria, which shall be included in the Contract:

1. Price adjustments will be based on the asphalt cement price index established by CDOT on the first working day of each month. The index will be the spot price per barrel of Western Canadian Select (WCS) as published on http://www.encana.com/doing_business/crudeoilpricing/index.html for the first working day of the month. The index from this source will be converted to US Dollars using the currency converter at http://finance.yahoo.com/currency by converting the posted price of Canadian Dollars per cubic meter of WCS on Encana.com to US Dollars per cubic meter. A conversion factor of 0.89 cubic meter per ton will be used to convert the posted price from cubic meter to tons. The converted index number will be posted on the CDOT website at:

   http://www.dot.state.co.us/DesignSupport/Construction/Asphalt%20Cement%20Cost%20Adjustment/Asphalt%20Cement%20Cost%20Adjustment%20Index.htm

2. The Price will be locked in when the Notice to Proceed is issued by the City:

   Payment will only be made for PG Binders that have been supplied without a fixed price from the supplier as indicated on the Affidavit of PG Binder Price(s) Form (attached). The Contractor shall submit the completed and signed form to the City at the Pre-Construction Conference for the project. A price adjustment will be made only when the asphalt cement price index varies by more than 10 percent from the asphalt cement price index at the time of bid. Price adjustments may be either positive or negative dollar amounts.

City of Cherry Hills Village **CONTRACTOR'S ACCEPTANCE OR REJECTION OF ASPHALT CEMENT COST ADJUSTMENT**	Contractor's Name	
	Contractor's Code Number	Prequalification Expiration Date
Proposal for Project **No. 2016-001, 2016 Asphalt Mill and Overlay**		

Bidders have the option to accept the asphalt cement cost adjustments when bidding on the Cherry Hills Village Street Improvement Programs Asphalt Overlay and Milling Project. To accept the asphalt cement cost adjustment provision and make it a part of the Contract, the bidder must fill in an "X" next to "YES" below. To reject the asphalt cement cost adjustment, the bidder must fill in an "X" next to "NO" below. The asphalt cement cost adjustment will not be applied to contracts with bidders who mark "NO". If neither line is marked, the City will assume the bidder rejects asphalt cement cost adjustment for this project. After bids are submitted, bidders will not be given any other opportunity to accept or reject the asphalt cement cost adjustment. The form must be submitted with the bid.

Mark only one line with an X:

_____ YES, I choose to accept asphalt cement cost adjustments for this project.

_____ NO, I choose not to accept asphalt cement cost adjustments for this project.
(If neither line is marked, the default is "NO, I choose not to accept asphalt cement cost adjustments for this project.)

Company Name	By (Signature)
Address	Print Name
County	NOTE: This document must be signed in ink by an individual with legal authority to bind the Contractor.

CITY OF CHERRY HILLS VILLAGE
Affidavit of PG Asphalt Binder Price(s)

Place a check in the box and note each grade designation for PG Asphalt Binder that has a fixed price.

☐ PG -

☐ PG -

☐ PG -

Place a check in the box and note each grade designation for PG Asphalt Binder that does NOT have a fixed price.

☐ PG -

☐ PG -

☐ PG -

The undersigned is duly authorized to certify statement above on behalf of the company

The undersigned hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the information submitted accurately reflects the cost for PG Asphalt.

CONTRACTOR

By:

(Name and Title)

Date:

Attach the appropriate documentation showing the current data for the date of the bid as outlined above

II. REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.

B. Standards listed herein are included in the Contract Documents by this reference, and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications.

C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.

D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of the edition number in effect at the Contract Date shall apply.

E. Inclusion of reference standards herein does not make the Director or Public Works Director an agent of the publishing agency, nor does it obligate the Director or Public Works Director to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 20001

M103	--	Mild to medium strength carbon-steel castings for general application
M105	--	Gray iron castings
M111	--	Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
M183	--	Structural steel
T166	--	Bulk specific gravity of compacted bituminous mixtures

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)
P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

ACI 211.1	--	Standard practice for selecting proportions for normal, heavyweight, and mass concrete
ACI 211.2	--	Standard practice for selecting proportions for structural lightweight concrete
ACI 301	--	Specifications for structural concrete for buildings
ACI 304	--	Recommended practice for measuring, mixing, transporting, and placing concrete
ACI 304.2R	--	Placing concrete by pumping methods
ACI 305R	--	Hot weather concreting
ACI 306R	--	Cold weather concreting
ACI 315	--	Details and detailing of concrete reinforcement
ACI 318	--	Building codes requirements for reinforced concrete Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
ACI 347	--	Recommended practice for concrete formwork
ACI SP-66	--	ACI detailing manual (synopsis)

3.1.9 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

ASTM A27	--	Specification for steel castings, carbon, for general application
ASTM A36	--	Standard specification for structural steel
ASTM A48	--	Specification for gray iron castings
ASTM A53	--	Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
ASTM A82	--	Specifications for steel wire, plain, for concrete reinforcement.
ASTM A120	--	Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses
ASTM A123	--	Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
ASTM A185	--	Specifications for steel welded wire, fabric, plain, for concrete reinforcement
ASTM A283	--	Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
ASTM A307	--	Specification for carbon steel externally threaded standard fasteners

ASTM A325 -- Specification for high-strength bolts for structural steel joints
ASTM A366 -- Specification for steel, carbon, cold-rolled sheet, commercial quality
ASTM A416 -- Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
ASTM A421 -- Specification for uncoated stress-relieved wire for pre-stressed concrete
ASTM A446 -- Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality
ASTM A490 -- Specification for heat-treated, steel structural bolts, 150 ksi (1035 mpa) tensile strength
ASTM A500 -- Specification for cold-formed welded and seamless carbon steel structural tubing in rounds and shapes
ASTM A501 -- Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525 -- Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526 -- Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536 -- Specification for ductile iron castings
ASTM A568 -- Specification for general requirements for steel, carbon and high-strength low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570 -- Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572 -- Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588 -- Specification for high-strength low-alloy structural steel with 50 ksi (345 Mpa) minimum yield point to 4 inches thick
ASTM A611 -- Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615 -- Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663 -- Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775 -- Specification for epoxy-coated reinforcing steel bars
ASTM B32 -- Specification for solder metal
ASTM B88 -- Specification for seamless copper water tube
ASTM B209 -- Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221 -- Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31 -- Methods of making and curing concrete test specimens in the field
ASTM C33 -- Specification for concrete aggregates
ASTM C36 -- Specification for gypsum wall board
ASTM C39 -- Test method for compressive strength of cylindrical concrete specimens
ASTM C42 -- Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67 -- Method of testing brick and structural clay tile
ASTM C76 -- Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79 -- Test method for gypsum sheathing board
ASTM C94 -- Specification for ready mixed concrete
ASTM C109 -- Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110 -- Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136 -- Method for sieve analysis of fine and coarse aggregates
ASTM C138 -- Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140 -- Method of sampling and testing concrete masonry units
ASTM C143 -- Test method for slump or Portland cement concrete
ASTM C144 -- Specification for aggregate for masonry mortar

ASTM C150 -- Specification for Portland cement
ASTM C171 -- Specification for sheet materials for curing concrete
ASTM C172 -- Method of sampling fresh concrete
ASTM C173 -- Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207 -- Specification for hydrated lime for masonry purposes
ASTM C231 -- Test method for ----- content of freshly mixed concrete by the pressure method
ASTM C260 -- Specification for air entraining admixtures for concrete
ASTM C270 -- Specification for mortar for unit masonry
ASTM C309 -- Specification for liquid membrane-forming compounds for curing concrete
ASTM C330 -- Specification for lightweight aggregated for structural concrete
ASTM C425 -- Specification for compression joints for vitrified clay pipe and fittings
ASTM C476 -- Specification for grout for masonry
ASTM C478 -- Specification for precast reinforced concrete manhole sections
ASTM C494 -- Specification for chemical admixtures for concrete
ASTM C506 -- Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507 -- Specification for reinforced concrete elliptical culvert, storm drain, or sewer pipe
ASTM C578 -- Specification for preformed, cellular polystyrene thermal insulation
ASTM C612 -- Specification for mineral fiber block and board thermal insulation
ASTM C630 -- Specification of water-resistant gypsum backing board
ASTM C641 -- Test method for staining materials in lightweight concrete aggregates
ASTM C645 -- Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665 -- Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672 -- Test method for scaling resistance of concrete surfaces exposed to deicing chemicals
ASTM C700 -- Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726 -- Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803 -- Test method for penetration resistance of hardened concrete
ASTM C805 -- Test method for rebound number of hardened concrete
ASTM C828 -- Recommended practice for low-pressure air test of vitrified clay pipe lines
ASTM C834 -- Specification for latex sealing compounds
ASTM C920 -- Specification for elastomeric joint sealants
ASTM C936 -- Specification for solid concrete interlocking paving units
ASTM D41 -- Specification for asphalt primer used in roofing and waterproofing
ASTM D312 -- Specification for asphalt used in roofing
ASTM D422 -- Test method for particle size analysis of soils
ASTM D448 -- Specification for standard sizes of coarse aggregate for highway construction
ASTM D698 -- Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb. rammer and 12 inch drop
ASTM D1188-- Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227-- Specification for emulsified asphalt used as a protective coating for built-up roofing
ASTM D1556-- Test method for density of soil in place by the sand-cone method
ASTM D1557-- Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb. rammer and 18 inch drop

ASTM D1559-- Test method for resistance to plastic flow of bituminous mixtures using marshal apparatus
ASTM D1667-- Specification for flexible cellular materials - vinyl chloride polymers and copolymers (closed-cell vinyl)
ASTM D1751-- Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient bituminous types)
ASTM D1752-- Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784-- Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785-- Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80 and 120
ASTM D2000-- Classification for rubber products in automotive applications
ASTM D2167-- Test method for density of soil in place by the rubber-balloon method
ASTM D2172-- Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178-- Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216-- Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241-- Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287-- Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487-- Test method for classification of soils for engineering purposes
ASTM D2564-- Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729-- Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855-- Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898-- Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922-- Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950-- Test method for density of bituminous concrete in place by nuclear method
ASTM D3017-- Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034-- Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909-- Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253-- Test method for maximum index density of soils using a vibratory table
ASTM D4254-- Test methods for minimum index density of soils and calculation of relative density
ASTM D4318-- Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397-- Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84 -- Test method for surface burning characteristics of building materials
ASTM E96 -- Test methods for water vapor transmission of materials
ASTM E136 -- Test method for behavior of materials in a vertical tube furnace at 750oC
ASTM E283 -- Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329 -- Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331 -- Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605 -- Test method for thickness and density of sprayed fire-resistive material applied to structural members

ASTM E759 -- Test method for effect of deflection of sprayed fire-resistive material applied to structural members

ASTM E760 -- Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members

ASTM E761 -- Test method for compressive strength of sprayed fee-resistive material applied to structural members

ASTM E859 -- Test method for air erosion of sprayed fire-resistive material applied to structural members

ASTM F567 -- Practice for installation of chain link fence

ASTM F679 -- Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

3.1.3 AMERICAN WATER WORKS ASSOCIATION (AWWA):
6666 W. Quincy Ave., Denver, CO 80235
(303)794-7711
Specifications and Test Methods Specifically Referenced Herein.

3.1.4 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)
4201 E. Arkansas Avenue, Denver, CO 80222
(303)757-9011
Standard Specification for Road and Bridge Construction, 1991 Edition. (Brown Book)

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)
5420 Old Orchard Road, Skokie, IL 60077
(312)966-6200
Design and Control of Concrete Admixtures.

3.1.6 DENVER WATER DEPARTMENT
1600 West 12th Avenue, Denver, CO 80254
(303)628-6000
Engineering Standards

III. TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:
Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:
Contract Document # 00500, and applicable provisions of other Division 1 sections apply to this section.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

2.1.1 STORAGE STRUCTURES:
If necessary, provides enclosed, weather tight storage facilities for materials and equipment, which require protection from the elements.

2.1.2 SANITARY FACILITIES:
Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.

2.1.3 TRAFFIC BARRICADES/SIGNS:

A. Provide barricades and signs as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of workplace.

B. Maintain barricades, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

C. No other signs or advertising will be permitted on the job site.

2.3 OTHER TEMPORARY SERVICES:

2.3.1 CLEANING:

A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris is required daily as a minimum.

B. Provide sweeping or cleaning of adjacent streets and walkways as required to prevent accumulation of mud, dust, or soil thereon from construction traffic and personnel.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

3.1.1 TEMPORARY STRUCTURES:
Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.

3.1.2 REMOVAL OF TEMPORARY FACILITIES:
Remove temporary facilities and structures from the site as soon as practicable or when no longer required by the Contractor or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 No payment will be made directly for temporary facilities and controls, but will be considered as subsidiary obligation of the Contractor under the bid item requiring this work.

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 8b

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: JAY GOLDIE, INTERIM CITY MANAGER/DIRECTOR OF PUBLIC WORKS

SUBJECT: CONTRACT FOR SERVICES WITH FOOTHILLS PAVING AND MAINTENANCE INC. FOR THE 2016 CHIP SEAL AND CAPE SEAL PROJECT

DATE: APRIL 19, 2016

On March 1, 2016 the City accepted bids for the 2016 Chip Seal and Cape Seal Project. The 2016 Chip Seal and Cape Seal Project consists of the installation of 78,302 Sq. Yds. of Chip Seal. Exhibit A outlines the streets that are scheduled for work in 2016. Additionally, the program includes the Cape Seal of Clarkson Street in a joint effort with the City of Englewood. A Cape Seal is the combination of the Chip Seal and Slurry Seal applications. This portion of the project has been removed from the initial request as staff is working with the City Attorney on an IGA with Englewood. Once this is complete staff will bring forward both the IGA and the contract change order for this portion of the 2016 project. Because of the cost associated with the Clarkson Cape Seal portion of the project, staff has eliminated a portion of the chipseal project to keep within budget. These streets will be included in the 2017 Chip Seal program.

The bids were solicited through the Rocky Mountain Online Bid System. The following bids were received:

Company	Original Bid Amount*
Foothills Paving & Maintenance	$550,751.48
A-1 Chipseal	$545,326.06

*The RFP included two different treatment options on the Clarkson Street portion of the project, a Cape Seal or a Double Chip Seal. Staff has worked with Englewood and has agreed to the Cape Seal option. Both processes are equally as effective as preventative maintenance products.

A-1 Chipseal was the low bid for the 2016 project. Because of a number of issues with the 2014 and 2015 CIP projects staff is recommending Foothills Paving and Maintenance be awarded the contract for 2016. Staff has fully vetted Foothills Paving and Maintenance with a number of municipalities that have

contracted with the company in the past, as well as visited and inspected a number of their past projects to ensure their work quality.

Staff is coming forward with this portion of the project at this time to ensure the project is scheduled within the short work season allowed and to prevent conflicts with the other CIP programs for 2016. The total request at this time is $254,621.36 (Addendum of Original Bid) plus a 10% contingency for a total maximum expenditure of $280,083.50.

There is a total of $650,000.00 in the 2016 combined CIP funds. On March 15, 2016 City Council approved the Contract for Services with Thoutt Brothers for $159,745.00 for a total maximum expenditure of $175,720.00 including a 10% contingency. If the contract with Foothills Paving and Maintenance for a maximum expenditure of $280,083.50 is approved plus the cost for the City's portion of Clarkson Street ($99,198.00+10% contingency = $109,117.80) plus the recommended contract with PLM Asphalt ($61,602.00+ 10% contingency =$67,962.20), the total for 2016 CIP Program will be $632,883.50.

STAFF RECOMMENDATION

Staff recommends that City Council approve the contract as amended in the amount of $254,621.36 plus a 10% contingency for a total maximum expenditure of $280,083.50 and authorize the expenditure of funds for this project.

RECOMMENDED MOTION

"I move to approve the contract for services with Foothills Paving and Maintenance Inc. in the amount of $254,621.36 plus a 10% contingency for a total maximum expenditure of $280,083.50 and authorize the expenditure of these funds."

ATTACHMENTS

Exhibit A: Description of Chip Seal Project Areas
Exhibit B: Contract for Services with Foothills Paving and Maintenance Inc.
Exhibit C: Bid Packet

EXHIBIT A

CITY OF CHERRY HILLS VILLAGE

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

Chip Seal Project Totals 2016

Mockingbird Lane (both east and north)	3,000 sq yd
Covington Court	1,500 sq yd
E. Stanford Dr. (off Holly)	900 sq yd
Sedgwick Place	700 sq yd
Carriage Lane (both east and west)	1,200 sq yd
Mockingbird Lane (east & north cul-de-sacs)	7,694 sq yd
E. Oxford Lane (off Clarkson)	6,478 sq yd
Martin Lane	7,309 sq yd
Kenyon Avenue	2,778 sq yd
Humboldt Street	1,280 sq yd
Blackmear Road	3,666 sq yd
S. Dahlia Street (south of Quincy)	2,791 sq yd
E. Stanford Drive & cds (E. of Holly)	2,902 sq yd
Sedgwick Drive, Sedgwick Place, & cds	17,526 sq yd
Covington Dr, Covington Ct, Jackson St, & cds	8,699 sq yd
Carriage Lane (both east & west cds)	6,279 sq yd
S. Dahlia St (off Belleview)	3,600 sq yd
Total	78,302 sq yd

EXHIBIT B

CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2016-002**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:

2016 Chip Seal and Cape Seal Project

This Construction Contract ("Contract"), effective this 19th day of April, 2016, is made and entered into by and between Foothills Paving and Maintenance, Inc. (hereinafter, "Contractor"), a(n) corporation organized pursuant to the laws of the State of Colorado and having a principal office address of 5040 Tabor Street, Wheat Ridge, CO 80033 and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within **One Hundred and Twenty (120)** days following the Notice of Award and agrees that the Work will be completed within **Twenty (20)** working days **(weekends, holidays, and inclement weather not included)** of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the City," such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid (Excluding bid items 1b(k)(l)(m)(n)(o)(p)(q)(r)- #2a and or 2b- S. Clarkson Street), not to exceed two hundred fifty four thousand six hundred twenty one dollars and thirty six cents ($254,621.36).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village 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 Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of

this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids
Instructions to Bidders
Bid Bond
Bid Form
Notice of Award
Notice to Proceed
Construction Contract
Construction Drawings
Specifications
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Special Conditions
Addendum
Change Orders
Insurance Certificates
Tax-Exempt Certificates

Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific

provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name:	Ralph Mason
Address:	2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone:	303-591-4746
Email:	rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by

alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPH MASON, PROJECT MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF CHERRY HILLS VILLAGE, COLORADO

By: _____
Mayor, Laura Christman

ATTEST:

_____
City Clerk, Laura Smith

APPROVED AS TO FORM:

_____
City Attorney, Linda Michow

CONTRACTOR: PLM Asphalt and Concrete Inc.

By: _____

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of _____ **PLM Asphalt and Concrete Inc**.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

CITY OF CHERRY HILLS VILLAGE	**ADDENDUM OF ORIGINAL BID**	
City Project No.: 2016-002	Project Name: 2016 Chip Seal and Cape Seal Project	
To (Contractor): Foothills Paving and Maintenance		
Description of Original Bid: 2016 Chip Seal and Cape Seal Project CIP 2016-002 Base Bid		Date: 04-19-2016

The City of Cherry Hills Village has amended the Base Bid for the 2016 Chip Seal and Cape Seal Project with approval from City Council as outlined below:

Bid Items #1b(k)(l)(m)(n)(o)(p)(q)(r) #2a and 2b - will be removed from the original contract price

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT SUM	AMOUNT /
Original BID SUM with **#1b(k)(l)(m)(n)(o)(p)(q)(r)** 2a	$550,751.48
Amount Removed	$296,130.12
Original BID SUM with **#1b(k)(l)(m)(n)(o)(p)(q)(r)** 2b	$545,791.58
Amount Removed	$291,170.22
CONTRACT SUM Total	$254,621.36

BY: _____ CITY OF CHERRY HILLS VILLAGE:

DATE: _____

CONTRACTOR:

_____

III. FORM OF BID

Bidder: Foothills Paving & Maintenance, Inc.

City of Cherry Hills VillageProject No.**2016-002**

This Bid is dated March 1, 20 16

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1a	3/8 inch chip seal	7,300 sqyd	sqyd	3.95	28,835.00
1b	1/4 inch chip and fog seal 101,736	~~103,276~~ sqyd	sqyd	3.18	323,520.48
2a	Cape seal	33,066 sqyd	sqyd	6.00	198,396.00
2b	Double chip + fog seal	33,066 sqyd	sqyd	5.85	193,436.10
3					
4					

	Total
Total Base Bid Items 1a, 1b, and 2a.	$ 550,751.48
Total Base Bid Items 1a, 1b, and 2b	$ 545,791.58

Bidder must also fill out Contract Section : Summary of Work below.

1a. 3/8 inch Chip Seal (cul-de-sac (cds) bottoms).

a.	Mockingbird Lane (both east and north)	3,000 sqyd	Total $ 11,850.00
b.	Covington Court	1,500 sqyd	Total $ 5,925.00
c.	E. Stanford Dr. (off Holly)	900 sqyd	Total $ 3,555.00
d.	Sedgwick Place	700 sqyd	Total $ 2,765.00
e.	Carriage Lane (both east and west)	1,200 sqyd	Total$ 4,740.00
		Total Everything	$ 28,835.00

1b. 1/4 inch Chip and Fog Seal (including cul-de-sac tops).

a.	Mockingbird Lane (east & north cul-de-sacs)	7,694 sqyd	Total $ 24,466.92
b.	E. Oxford Lane (off Clarkson)	6,478 sqyd	Total $ 20,600.04
c.	Martin Lane	7,309 sqyd	Total $ 23,242.62
d.	Kenyon Avenue	2,778 sqyd	Total $ 8,834.04
e.	Humboldt Street	1,280 sqyd	Total $ 4,070.40
f.	Blackmear Road	3,666 sqyd	Total $ 11,657.88
g.	S. Dahlia Street (south of Quincy)	2,791 sqyd	Total $ 8,875.38
h.	E. Stanford Drive &cds (E. of Holly)	2,902 sqyd	Total $ 9,228.36
i.	Sedgwick Drive, Sedgwick Place, &cds	17,526 sqyd	Total $ 55,732.68
j.	Covington Dr, Covington Ct, Jackson St, &cds	8,699 sqyd	Total $ 27,662.82
k.	S. Ash Street	697 sqyd	Total $ 2,216.46
l.	S. Bellaire Street	5,156 sqyd	Total $ 16,396.08
m.	S. Birch Street	4,898 sqyd	Total $ 15,575.64
n.	S. Clermont Street	4,898 sqyd	Total $ 15,575.64
o.	S. Cherry Street	4,767 sqyd	Total $ 15,159.06

p.	S. Dexter Street	4,767 sqyd	Total $ 15,159.06
q.	E. Oxford Ave (btwn Dahlia & Cherry)	2,067 sqyd	Total $ 6,573.06
r.	E. Oxford Pl (btwnCherry & Bellaire)	3,484 sqyd	Total $ 11,079.12
s.	Carriage Lane (both east & west cds)	6,279 sqyd	Total $ 19,967.22
t.	S. Dahlia St (off Belleview)	3,600 sqyd	Total $ 11,448.00
	1b total =101,736 sqyd	Total Everything	$ 323,520.48

2a. S. Clarkson St. cape seal 33,066 sqyd Total$ 198,396.00

2b. S. Clarkson St. double chip and fog seal 33,066 sqyd Total$ 193,436.10

Total Project Cost : Items 1a, 1b, and 2a Total $ 550,751.48
Total Project Cost : Items 1a, 1b, and 2b Total $ 545,791.58

The above quantities are estimates only. It is the Contractors responsibility to view the proposed construction project sites at their discretion prior to bidding. A City representative can be available Tuesday thru Friday for a pre-bid project tour per appointment. Appointments must be scheduled 48 hours in advance. Contact Project Manager, Ralph Mason, 303-591-4746 for appointments.

The City of Cherry Hills Village reserves the right to delete portions or quantities of this Bid / Project at anytime.

Due to seasonal sensitivities to the Chip Seal process, the Contract Time Period for completion of this project must fall between May 23, 2016 throughSeptember 9, 2016. **No Exceptions.**

All Traffic Control and Traffic Control Costs are the responsibility of the Contractor.

The City does not recognize Mobilization, Re-Mobilization, or De-Mobilization of equipment or materials needed to perform the contract as a line item.

A port-a-pot / toilet must be onsite prior to any start of work.

The City will provide Post Office Mail Notices, Email Notification on City Website, and Notification Signage in project areas. **The Contractor is responsible to place No Parking Signage and Door Hanger Notification on adjacent properties 24 Hours prior to work starting on any City street.**

EXHIBIT C

CITY OF CHERRY HILLS VILLAGE

INVITATION FOR BIDS

City of Cherry Hills Village Project No. **2016 - 002**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:

2016 Chip Seal and Cape Seal Project

Date:
February 5, 2016

Prepared by City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
303-789-2541

City of Cherry Hills Village Project No. 2016 - 002

2016 Chip Seal and Cape Seal Project

Prepared for and approved by:
CITY OF CHERRY HILLS VILLAGE
2450 East Quincy Avenue
Cherry Hills Village, Colorado 80113
303-789-2541

Ralph Mason	January 14, 2016
Project Manager	Date
Jay Goldie	January 14, 2016
Deputy City Manager	Date

Reviewed by:

Linda Michow	January 26, 2016
For: City Attorney's Office	Date

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III. Temporary Facilities and Controls

I. BID NOTICE / INVITATION TO BID

CITY OF CHERRY HILLS VILLAGE, COLORADO
BID NOTICE
INVITATION TO BID
City of Cherry Hills Village Project No. 2016 - 002

Project Description :

1. **Construct approximately 7,300 square yards of 3/8 inch chip seal (bottoms) on seven (7) cul-de-sac's. Construct approximately 103,276 square yards of ¼ inch chip seal and fog seal on twenty-four (24) streets and seven (7) cul-de-sac's (tops). Only the seven cul-de-sac's will receive a double chip.**
2. **S. Clarkson St. (from E. Belleview Ave. north to E. Hampden Ave., Hwy 285). Construct approximately 33,066 square yards of cape seal, OR construct approximately 33,066 square yards of double chip seal (3/8 inch bottom, and ¼ inch top, plus fog seal). The City would like the S. Clarkson Ave. project bid both in cape seal and double chip products.**

Project Manager: **Ralph Mason**
Project Engineer: N/A

PUBLIC NOTICE IS HEREBY GIVEN that there is on file with the City of Cherry Hills Village Contract Documents for City of Cherry Hills Village Project No. **2016-002** referenced above.

Sealed Bids will be accepted at the Cherry Hills Village City Center front desk at 2450 East Quincy Avenue, Cherry Hills Village, CO 80113, if actually received by **3:00 p.m. local time (City clock) on Tuesday, the 1st of March, 2016,** for construction of the project referenced above. Additional information regarding this Project may be accessed at www.RockyMountainBidSystem.com.

Such Bids as are received will be publicly opened and read aloud in the Council Chambers of the Cherry Hills Village City Center Building at 3:05 p.m. local time on the above-stated date.

Each Bid shall be made on the Form of Bid provided in the bid packet and no Bidder may withdraw his Bid for a period of ninety (90) days from and after the date set for opening of bids. Each Bid must be accompanied, in a sealed envelope, by a Bid Bond on an approved form in an amount equal to ten percent (10%) of the Bid price, made payable to the City of Cherry Hills Village, which shall be considered as liquidated damages and shall be forfeited to the City if said Bid is accepted and the Bidder fails to execute the Contract Documents section within ten (10) calendar days after the Award by the City.

The work herein provided for shall be done under written Contract with the contractor chosen by the City as deemed to be in the best interests of the City. Upon review of Bid prices, the City may be required to add or delete portions of Work from this Project.

The successful Bidder will be required to furnish, as part of the Contract, insurance certificates in the amount specified in the General Conditions, a Performance, Payment, Maintenance and Warranty Bond in an amount equal to one-hundred percent (100%) of the Contract Sum, said bond to be issued by a responsible corporate surety approved by the City, and which shall guarantee the faithful performance of the Construction Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Cherry Hills Village uses the Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com to distribute official copies of the Bid Documents for use in preparing Bids. Bidders will be required to register with the website to download the Bid proposal documents and Addenda. If you experience problems with the RMEPS website, please call 1-800-677-1997, extension 214 or 221, for assistance. There is no charge by RMEPS for this service. Bidders are required to acknowledge all Addenda with their Bid and are encouraged to view the Addenda posted on RMEPS prior to submitting a Bid.

The City reserves the right to waive informalities or irregularities and to reject any or all Bids. Capitalized terms have the meaning assigned in the General Conditions.

II. INSTRUCTIONS TO BIDDERS

PART 1 - DEFINED TERMS

1.01 Terms defined in the General Conditions to the Construction Contract shall carry their defined meaning throughout this Invitation for Bids.

1.02 "Addenda" or "Addendum" means an addition or modification to this Invitation for Bids issued by the City pursuant to Part 5 of these Instructions to Bidders.

1.03 "Bidder" means a person or entity responding to this Request for Bids.

1.04 "Bid Security" means an amount of security filed with a bid in the form and amount required by paragraph 7.01 of these Instructions to Bidders.

1.05 "Construction Contract" means the City's standard form of construction contract, which is included as **Exhibit A** to this Bid Packet.

1.06 "General Conditions" means the standard conditions to the City's Construction Contract, which are included as **Exhibit B** to this Bid Packet.

1.07 "Invitation for Bids" or "IFB" means these **One Hundred and Twenty Nine (129)** pages compiled for bidding on City of Cherry Hills Village Project No. **2016-002** dated **February 5, 2016**, together with **Exhibit C** (Special Conditions to Construction Contract) and **Exhibit F** (Specifications), both of which are attachments to this IFB and are incorporated herein by reference.

1.08 "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the City (on the basis of the City's evaluations as hereinafter provided) makes an award.

PART 2 - COPIES OF CONTRACT DOCUMENTS

2.01 Complete copies of the Contract Documents for use in preparing bids may be obtained from the Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com, as set forth in this IFB. Should you experience any problems in downloading the Contract Documents, please contact the City's Contract Administrator at 303-783-2741.

2.02 The City, in making copies of Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

2.03 Contract Documents not obtained from the City through RMEPS may be incomplete or inaccurate.

PART 3 - QUALIFICATIONS OF BIDDERS

3.01 All Bidders must complete this IFB as a whole, submitting a signed **Non-Collusion Affidavit of Prime Bidder** (Section IV of this IFB), a signed **Bidder's Certification** (Section V of this IFB), and a **Bid Bond** (Section VI of this IFB).

3.02 In addition, all Bidders must be prepared to submit, within five (5) days of the City's request, written evidence of their qualifications to perform the work. Bidders may be required to submit evidence, including supplemental documentation requested by the City, that they have a practical knowledge of the

particular Work bid upon, and that they have the financial resources to complete the proposed Work.

3.03 In determining the Bidder's qualifications, the following factors will be considered: (a) work previously completed by the Bidder, (b) plant and equipment available to be used in this Work, (c) recent financial statement relative to resources, including cash and bank credits available, (d) surety company that has indicated its willingness to bond the Bidder, (e) statement of material on hand and available for this work, (f) whether the Bidder maintains a permanent place of business, and (g) whether the Bidder has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No bid will be accepted from a Bidder who is engaged on any work that would impair his ability to perform or finance this Work.

3.04 Evidence of a Bidder's qualification to do business in the State of Colorado may be required.

3.05 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of all proposed subcontractors and suppliers pursuant to the criteria set forth in these Instructions. Prior to the award of the Construction Contract, the City will notify the Bidder in writing if the City has reasonable objection to any such proposed subcontractor. In this event, the Bidder may, at his option, (1) withdraw his bid, or (2) submit a substitute acceptable to the City with an adjustment in the bid to cover any difference in cost. The City may, at its discretion, accept the adjusted bid or may disqualify the Bidder. In the event of either withdrawal or disqualification, the Bid Security shall be returned to the Bidder.

PART 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.01 Before submitting a bid, each Bidder should (a) examine the Contract Documents thoroughly; (b) visit the site or sites to familiarize himself with local conditions that may, in any manner, affect cost, progress or performance of the Work; (c) familiarize himself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

4.02 Upon request, the City will provide each Bidder access to the site or sites to conduct such investigations and tests as each Bidder deems necessary for submission of its bid.

4.03 Site access will be limited to normal working hours unless otherwise provided by the Project Manager.

4.04 If a meeting with City Staff or consultant is desired, prospective Bidders must contact the Project Manager at least forty-eight (48) hours prior to the time they would like an appointment to review the project, Monday through Thursday. City Staff will comply with such requests on a time-available basis only.

PART 5 - INTERPRETATIONS

All questions regarding the meaning or intent of the Contract Documents shall be submitted in writing to Ralph Mason, Project Manager, City of Cherry Hills Village, 2450 East Quincy Avenue, Cherry Hills Village, CO 80113. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be posted at www.RockyMountainBidSystem.com. Prior to the date fixed for the opening of Bids, however, it will be the Bidder's responsibility to verify with the Project Engineer that all Addenda have been received.

All Addenda so issued shall become part of the Contract Documents, and all Bidders shall be bound by such addenda, whether or not received by the Bidder.

PART 6 - BASIS FOR EVALUATION OF BIDS

In addition to the qualifications discussed in Part 3 above, the following criteria will be considered in the evaluation and award of the Bid. The Construction Contract shall be awarded to the lowest responsible and responsive Bidder meeting the bid specifications unless the City determines that the public interest would be better served by accepting a higher bid. In determining whether the public interest would be better served by accepting a bid other than the lowest bid, the following factors shall be considered:

1. The Bidder's skill, ability, and capacity to perform the personal services or to furnish the materials, equipment or supplies required;

2. Whether the Bidder can perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference;

3. The Bidder's character, integrity, reputation, judgment, experience and efficiency;

4. The quality of the Bidder's performance of previous contracts with the City and/or with other local governmental entities within the State of Colorado;

5. The Bidder's previous and current compliance with statutes, ordinances and rules relating to the purchase;

6. The sufficiency of the Bidder's financial resources necessary for the performance of the purchase agreement;

7. The Bidder's ability to provide future maintenance or service;

8. The number and nature of any conditions attached to the bid;

The City reserves the right to reject all bids when it determines that such action is in the public interest.

PART 7 - BID SECURITY

7.01 Each bid must be accompanied by security in the amount of ten percent (10%) of the maximum price bid in the form of the bid bond included with the Contract Documents.

7.02 If the Successful Bidder fails to execute and deliver the Construction Contract, furnish the required Performance, Payment, Maintenance and Warranty Bond, furnish the required evidence of insurance, or satisfy all conditions precedent to execution of the Construction Contract **within ten (10) days of the date of Notice of Award**, Owner may cancel or terminate the Notice of Award and the Bid Security of that Bidder shall be forfeited to the City, not as a penalty, but as liquidated damages to compensate the City for the cost of delay and also as an estimate of the difference between the Successful Bidder's bid and that of the next lowest acceptable bid. The Bid Security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained by the City (a) until seven (7) days after the effective date of the Construction Contract or (b) until the bids expire, whichever is earlier.

PART 8 - CONTRACT TIME

The number of days within which the project is to be completed (the Contract Time) will be finally set forth in Part 1 of the Construction Contract. At this time, it is estimated the Contract Time will be **Twenty (20)** working days **(not including weekends, Holidays, or inclement weather)** from the Notice to Proceed.

PART 9 - LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Construction Contract and other Contract Documents.

PART 10 - SUBSTITUTE MATERIAL AND EQUIPMENT

The Construction Contract, if awarded, will be on the basis of material and equipment described in the Specifications, without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Project Manager, the procedure for submittal of any such application by the Contractor and consideration by the Project Manager is set forth in the General Conditions.

PART 11 – FORM OF BID

11.01 This Bid Packet contains a complete set of forms and a sample contract for the convenience and reference of Bidders. Additional copies may be obtained from Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com.

11.02 All forms must be completed in ink and legible to the City. Whether forms submitted to the City are legible shall be determined by the City in its sole and absolute discretion.

11.03 For corporations, the Bidder's Certification must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.04 For partnerships, the Bidder's Certification must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

11.05 For joint ventures, the Bidder's Certification shall be signed by each participant in the joint venture or by an authorized agent of each participant, and accompanied by evidence of authority to sign.

11.06 The names of all persons signing the Bidder's Certification must also be legibly printed or typed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, evidence of the authority of the person signing shall be furnished.

11.07 The full name of each person or company interested in the bid shall be listed on the Bidder's Certification.

11.08 The Bidder's Certification shall contain an acknowledgment of receipt of all addenda (the numbers

of which shall be filled in.

11.09 No alterations in bids, or in the printed forms - by erasures, interpolations, or otherwise - will be acceptable unless each such alteration is signed or initialed by the Bidder. If initialed, the City may require the Bidder to identify an alteration so initialed. No alteration in any bid, or in any form submitted as part of a bid, shall be made after the bid has been submitted.

11.10 The address to which communications regarding the bid are to be directed must be shown.

11.11 All prices must be written in words and expressed in figures. The unit price items in the Bid Form are intended to cover all items of work to be done and material to be furnished to fully complete the work in accordance with the Contract Documents. The cost of appurtenant items of work, material, and equipment not listed separately, not shown on the drawings or not specified as necessary to complete the work in accordance with the Contract Documents shall be considered as included in the unit price bid.

11.12 Bids should be made on each separate item of work shown in this Bid Packet, with reasonable relation to the probable cost of doing the work included in such item. The City reserves the right to reject any bid in case an item or items thereof are obviously unbalanced or appear to be so unbalanced as to affect adversely an interest of the City.

11.13 The quantities provided by the City in Part IV of this Bid Packet, the Bid Form, are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Construction Contract. The City does not expressly or by implication represent that the actual amounts of work will correspond therewith, but does call particular attention to the uncertainty in the quantities of the Work involved that cannot be predicted in advance. The Work under certain items may be materially greater or less than those predicted in this Bid Packet, as may be necessary in the judgment of the Project Manager to complete the Work contemplated in the Construction Contract. An increase or decrease in the quantity for any item shall not be regarded as grounds for a decrease or increase in the unit prices, except as may be set forth in the Contract Documents.

PART 12- SUBMISSION OF BIDS

12.01 Each bid shall be accompanied by the Bid Security and other required documents. The complete IFB must be submitted with the bid.

12.02 Each Bid must be submitted in ink or typewritten and placed in a sealed envelope with the following information on the outside: the Bidder's name, address, the word "BID", and the identity of the Project labeled as "City of Cherry Hills Village Project No. **2016-002**." If the Bid is mailed, the mailing envelope must have the Bidder's name, address, and the following words on the outside:

> "BID AND BID SECURITY FOR CITY OF CHERRY HILLS VILLAGE PROJECT NO. **2016-002**".
>
> Bids shall be submitted in bound form to:
>
> Ralph Mason, Right-of-way Project Manager
> City of Cherry Hills Village
> 2450 East Quincy Avenue
> Cherry Hills Village, CO 80113
>
> Submittals will be accepted if ***actually received*** by the City until **3:00 P.M.** local time on the **1st day of March, 2016**, as determined by the City's clock.

12.03 Bids shall be submitted prior to the time and date set for receipt of bids in this IFB, or the modified time and date as indicated by Addendum. Bids received after the time and date set for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

12.04 Oral, telephone, or telegraph bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association. Evidence of collusion among Bidders shall be grounds for exclusion of any Bidder who is a participant in any such collusion.

12.05 All information submitted to the City by the Bidder is a public record, and may be subject to disclosure under the Colorado Open Records Act, Colorado Revised Statute § 24-72-101, et seq. The Bidder shall clearly identify any portion(s) of its bid that it believes constitutes trade secrets, privileged information, and/or confidential commercial, financial, geological or geophysical data which may not be subject to disclosure under the Colorado Open Records Act.

12.06 To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of bid submission it does not knowingly employ or contract with an illegal alien who will perform work under its bid, and that the Bidder will participate in the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under its bid.

12.07 Bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City of Cherry Hills Village.

12.08 **The submission of a bid constitutes Bidder's representation that he has complied with every requirement of this IFB and that the Contract Documents, as provided in this IFB, are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work. Further, <u>the submission of a bid constitutes a Bidder's acceptance of all of the terms and conditions of the City's form of Construction Contract, and its General Conditions, included with this Bid Packet</u>. In addition, by submitting a bid, Bidder accepts all of the terms and conditions set forth in the Special Conditions, included as Exhibit C to this IFB. By submitting a bid, Bidder is agreeing to execute the Construction Contract in substantially the same form as presented immediately following Bidder's receipt of the City's notice of award of this Construction Contract. <u>A request for changes or modifications to the City's form of Construction Contract or General Conditions may result in a disqualification of the Bidder</u>.**

<u>PART 13 - MODIFICATION AND WITHDRAWAL OF BIDS</u>

13.01 Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing and signed by the Bidder or by email, if permitted by the Contract Administrator. If by email, signed written confirmation of the change by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. Modifications or changes shall be so worded as not to reveal the amount of the original bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders and the Bid Security is in an amount sufficient for the bid as modified or resubmitted.

13.02 If within twenty-four (24) hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of his bid, that Bidder may withdraw his bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

PART 14 - OPENING OF BIDS

Bids will be publicly opened, read aloud and tabulated by the Contract Administrator or other City representative(s) at the location noted above. Bids will be acted upon by the City Manager, or City Council (if required), within ninety (90) days from the opening of the bids. An abstract of the amounts of the bids and major alternates will be made available after the opening of the bids.

PART 15 - BIDS TO REMAIN OPEN

Bids shall remain open until the time specified on page one of these Instructions after the date of the bid opening, but the City will, under other provisions stated in these Instructions or may in its sole discretion, release any bid and return the Bid Security prior to that date.

PART 16 - AWARD OF CONTRACT OR CONTRACTS

16.01 The City reserves the right and discretion to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. Your attention is called to the fact that bids that are not completed in the form and manner required by this IFB are subject to immediate rejection in the discretion of the City.

16.02 In evaluating bids, the City shall consider the qualifications of the Bidders, and whether or not the bids comply with the prescribed requirements. The City reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the City's satisfaction. The City may accept bids in any order or combination and may award each section of the Work to different Bidders.

16.03 The bid of any Bidder that is in arrears to the City upon debt of contract or that is a defaulter, as surety or otherwise, upon any obligation to the City may be rejected.

16.04 If the Construction Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the City.

16.05 The Successful Bidder shall furnish the City with a proposed schedule of construction and estimated monthly payments **within ten (10) days of the date of the Notice of Award**.

PART 17 – PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

The Contract Documents set forth Owner's requirements as to the Performance, Payment, Maintenance and Warranty Bond. When the Successful Bidder delivers the executed Construction Contract to the City, it shall be accompanied by the required Performance, Payment, Maintenance and Warranty Bond in the form attached as **Exhibit D** to this IFB. Said bond shall be issued by a responsible surety approved by the City and shall guarantee the Successful Bidder's faithful performance of the Construction Contract,

including but not limited to all warranty and guarantee provisions. Accompanying the bond form shall be a Power of Attorney authorizing the attorney in fact to bind the surety company, and the form shall be certified to include the date of the Bond.

PART 18 - SIGNING OF CONTRACT

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by counterparts of the Construction Contract and all other Contract Documents. The Successful Bidder shall execute the Construction Contract and deliver it, together with evidence of insurance and the Performance, Payment, Maintenance and Warranty Bond, to the City **within ten (10) days of the date of the Notice of Award**. Failure to do so will be adequate and just cause for the annulment or cancellation of the awards, and in such case the Bid Security shall be forfeited to the City.

PART 19 - SALES AND USE TAXES

19.01 This Project is being undertaken directly by the City. Therefore, as a government entity, no state and other State-collected sales or use tax shall be due on construction materials used in this Project. These materials may be subject to sales and use taxes imposed by other taxing authorities.

19.02 Within ten (10) days from the date of the Notice of Award, the Successful Bidder shall deliver to the City three (3) copies of the completed and executed Contractor Application for Exemption Certificate with the approval of the Colorado Department of Revenue affixed (Department of Revenue Form Number 172), if requested by the City. These certificates will serve as an indication to the City that the Successful Bidder has acquired the necessary exemption for the state and other state collected sales and use taxes. The Successful Bidder shall make the same requirement, as contained above, of any subcontractors on the Project.

19.03 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and kept available for inspection by the City for three (3) years after the completion of the Project.

19.04 All applicable taxes are to be paid by the Successful Bidder and are to be included in appropriate bid items, except that, the Successful Bidder shall not be reimbursed for any State or other sales and use taxes incurred as a result of failure to obtain an exemption certificate prior to issuance of the Notice to Proceed.

PART 20 - INSURANCE REQUIREMENTS

20.01 The Successful Bidder shall carry the insurance specified in the Construction Contract and/or Contract Documents, and shall submit proof of such insurance when he delivers the executed Construction Contract to the City of Cherry Hills Village. The City must be named as an additional insured on the specified liability insurance policies and certificates of insurance. Insurance certificates required for this project shall be sent or delivered to **Ralph Mason, Project Manager, 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113**.

PART 21 – PERMITS AND REGULATIONS

The Successful Bidder shall be required to comply with all applicable permits and regulations to perform construction activities associated with the project. Permits from the City will be issued on a no-fee basis. The Successful Bidder will be responsible for all fees related to required permits not issued by the City.

Usual permit requirements include:

-Right of Way Permit.
-C.D.O.T. Right-of-Way Use Permit and associated Notice to Proceed, if applicable.
-Grading, Erosion and Sediment Control (GESC) Permit and applicable BMP's.
-Floodplain Development Permit (FPDP), if applicable.
-State of Colorado Water Quality Permits (S.W.M.P. and/or Dewatering Permits), if applicable.
-State of Colorado Air Quality Permits, if applicable.

III. FORM OF BID

Bidder:_____

City of Cherry Hills Village Project No. **2016-002**

This Bid is dated _____, 20___

To: The City of Cherry Hills Village, State of Colorado.

BASE BID

Item #	Description	Estimated Quantity	Unit	Unit Cost	Cost Extended
1a	3/8 inch chip seal	7,300 sq yd			
1b	1/4 inch chip and fog seal	103,276 sq yd			
2a	Cape seal	33,066 sq yd			
2b	Double chip + fog seal	33,066 sq yd			
3					
4					

Total Base Bid Items 1a, 1b, and 2a. **Total $_____**
Total Base Bid Items 1a, 1b, and 2b **$_____**

Bidder must also fill out Contract Section : Summary of Work below.

1a. 3/8 inch Chip Seal (cul-de-sac (cds) bottoms).

a.	Mockingbird Lane (both east and north)	3,000 sq yd	Total $_____
b.	Covington Court	1,500 sq yd	Total $_____
c.	E. Stanford Dr. (off Holly)	900 sq yd	Total $_____
d.	Sedgwick Place	700 sq yd	Total $_____
e.	Carriage Lane (both east and west)	1,200 sq yd	Total $_____
		Total Everything	$_____

1b. 1/4 inch Chip and Fog Seal (including cul-de-sac tops).

a.	Mockingbird Lane (east & north cul-de-sacs)	7,694 sq yd	Total $_____
b.	E. Oxford Lane (off Clarkson)	6,478 sq yd	Total $_____
c.	Martin Lane	7,309 sq yd	Total $_____
d.	Kenyon Avenue	2,778 sq yd	Total $_____
e.	Humboldt Street	1,280 sq yd	Total $_____
f.	Blackmear Road	3,666 sq yd	Total $_____
g.	S. Dahlia Street (south of Quincy)	2,791 sq yd	Total $_____
h.	E. Stanford Drive & cds (E. of Holly)	2,902 sq yd	Total $_____
i.	Sedgwick Drive, Sedgwick Place, & cds	17,526 sq yd	Total $_____
j.	Covington Dr, Covington Ct, Jackson St, & cds	8,699 sq yd	Total $_____
k.	S. Ash Street	697 sq yd	Total $_____
l.	S. Bellaire Street	5,156 sq yd	Total $_____
m.	S. Birch Street	4,898 sq yd	Total $_____
n.	S. Clermont Street	4,898 sq yd	Total $_____
o.	S. Cherry Street	4,767 sq yd	Total $_____

p.	S. Dexter Street	4,767 sq yd	Total $_____
q.	E. Oxford Ave (btwn Dahlia & Cherry)	2,067 sq yd	Total $_____
r.	E. Oxford Pl (btwn Cherry & Bellaire)	3,484 sq yd	Total $_____
s.	Carriage Lane (both east & west cds)	6,279 sq yd	Total $_____
t.	S. Dahlia St (off Belleview)	3,600 sq yd	Total $_____
		Total Everything	$_____

2a. S. Clarkson St. cape seal	33,066 sq yd	Total$_____
2b. S. Clarkson St. double chip and fog seal	33,066 sq yd	Total$_____

Total Project Cost : Items 1a, 1b, and 2a	Total $_____
Total Project Cost : Items 1a, 1b, and 2b	Total $_____

The above quantities are estimates only. It is the Contractors responsibility to view the proposed construction project sites at their discretion prior to bidding. A City representative can be available Tuesday thru Friday for a pre-bid project tour per appointment. Appointments must be scheduled 48 hours in advance. Contact Project Manager, Ralph Mason, 303-591-4746 for appointments.

The City of Cherry Hills Village reserves the right to delete portions or quantities of this Bid / Project at any time.

Due to seasonal sensitivities to the Chip Seal process, the Contract Time Period for completion of this project must fall between May 23, 2016 through September 9, 2016. **No Exceptions.**

All Traffic Control and Traffic Control Costs are the responsibility of the Contractor.

The City does not recognize Mobilization, Re-Mobilization, or De-Mobilization of equipment or materials needed to perform the contract as a line item.

A port-a-pot / toilet must be onsite prior to any start of work.

The City will provide Post Office Mail Notices, Email Notification on City Website, and Notification Signage in project areas. **The Contractor is responsible to place No Parking Signage and Door Hanger Notification on adjacent properties 24 Hours prior to work starting on any City street.**

IV. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(Complete and submit attached to your bid)

STATE OF _____)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

(1) He is the _____of_____
_____, the Bidder that has submitted the attached bid (the "**Bid**");

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Construction Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Construction Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Cherry Hills Village or persons interested in the proposed Construction Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed:

By: _____

Printed Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____, by

_____, as _____,
(Affiant) (title)
of _____, a _____, organized
(Bidder) (corporation or partnership)

pursuant to the laws of the State of _____.

_____
Notary Public
My Commission Expires_____

V. BIDDER'S CERTIFICATION (Complete and submit attached to your bid)

To: City of Cherry Hills Village, Colorado (hereinafter called "CITY").

From: _____ (hereinafter "Bidder"), organized and existing under the laws of the State of _____ doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with the City's Invitation for Bids and Instructions to Bidders, hereby proposes to perform all work in strict accordance with the Contract Documents within the time set forth therein, and at the prices stated on the included Bid Form as totaled herein (the "Bid").

By submission of this Bidder's Certification, Bidder certifies, and in the case of a joint venture each party thereto certifies as to his own organization, that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matters relating to this Bid with any other Bidder or with any competitor.

The undersigned, having thoroughly inspected the existing conditions in the Project area affecting the cost of the Work and having thoroughly examined all of the Contract Documents, together with all other forms, attachments, and information required or otherwise submitted with this Bid, hereby offers to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for:

City of Cherry Hills Village Project No. **2016-002**
Project Description:

1. **Construct approximately 7,300 square yards of 3/8 inch chip seal (bottoms) on seven (7) cul-de-sac's. Construct approximately 103,276 square yards of ¼ inch chip seal and fog seal on twenty-four (24) streets and seven (7) cul-de-sac's (tops). Only seven cul-de-sac's will receive a double chip.**
2. **S. Clarkson St. (from E. Belleview Ave. north to E. Hampden Ave., Hwy 285). Construct approximately 33,066 square yards of cape seal, OR construct approximately 33,066 square yards of double chip (3/8 inch bottom, and ¼ inch top, plus fog seal). The City would like the S. Clarkson Ave. project bid both in cape seal and double chip seal products.**

It is understood by the Bidder that should the cost of the Bid exceed budgeted funds, the City reserves the right to reject any or all bids, or portions of work bid, or to use any of the methods stated in the Instructions to Bidders to obtain the most advantageous bid price. Bidders must bid all items, additive schedules, alternatives, and supplementary unit price schedule as contained in the Form of Bid.

The Bid is based on subcontracting certain major portions of the work to subcontractors as listed below:

Item No.	Subcontractor	License Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Add additional names on separate sheet, if necessary.)

In addition, by submission of this Bid and this Bidder's Certification, Bidder certifies as follows:

1. Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

2. The Bidder agrees that this Bid shall be good and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids. If written notice of the acceptance of this Bid is mailed or otherwise delivered to the undersigned within this period, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver a Construction Contract in the prescribed form and furnish the required surety bond within ten (10) days after the Construction Contract is presented to him for signature.

3. As required by the Instructions to Bidders, attached hereto is the **Non-Collusion Affidavit of Prime Bidder**, submitted as proof that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the Construction Contract for which this Bid is submitted.

4. The Bidder is submitting, or will submit upon request, such additional proof as the City may require that he can qualify in accordance with these Contract Documents with this Bid.

5. To the extent required by C.R.S. § 8-17.5-102(1), by submitting a bid, the Bidder certifies that at the time of Bid submission it does not knowingly employ or contract with an illegal alien and that Bidder will participate in either the E-verify program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program administered by the Colorado Department of Labor and Employment in order to verify the employment eligibility of all employees who are newly hired for employment to perform work under the Construction Contract.

6. Bidder agrees to execute the Construction Contract, including its General Conditions, in the form presented in the Bid Packet.

The undersigned Bidder hereby agrees to be ready and to appear at the office of the City's Contract Administrator to execute the Construction Contract in conformity with his Bid and also to have ready and to furnish at that time the attached Performance, Payment, Maintenance and Warranty Bond each in an amount not less than the full amount of the attached Bid Form.

The _____, a corporation of the State of _____, is hereby offered as surety on said bond. If such surety is not approved by the City, another and satisfactory surety company shall be furnished.

Enclosed herewith is Bid Security, as defined in the attached Instructions to Bidders, in the amount of _____, which Bid Security the undersigned Bidder agrees is to be paid to and become the property of the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs, delay and the difference between this Bid and the next lowest acceptable bid, should this Bid be accepted and the Construction Contract awarded this Bidder and should he fail to enter into the Construction Contract in the form prescribed or fail to furnish the required Performance, Payment, Maintenance and Warranty Bond within ten (10) days as stipulated.

The undersigned Bidder acknowledges receipt of the following addenda:
Addendum No._____ Date_____ Initial by Bidder_____

Addendum No._____ Date_____ Initial by Bidder _____

Addendum No._____ Date_____ Initial by Bidder _____
Addendum No._____ Date_____ Initial by Bidder _____

The undersigned Bidder certifies that he and each of his subcontractors possess an adequate supply of workers qualified and equipment satisfactory to perform the Work specified in the Contract Documents; that there is no existing or impending dispute between it and any labor organization; and that it is prepared to comply fully with the provisions contained in the Contract Documents.

This Bid is submitted upon the declaration that neither I (we) nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

Dated at _____ this _____ day of _____, 20___.

Signature of Bidder:

If an Individual: _____

doing business as _____

If a Partnership: _____

by _____, General Partner.

If a Corporation:_____

a _____, Corporation

by _____, President.

Attest:

_____
Secretary

[Corporate Seal]

Business Address of Bidder _____

City, State, Zip Code _____

Telephone Number of Bidder _____

Email of Bidder _____

VI. BID BOND (Complete and submit with your bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Cherry Hills Village, Colorado, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Cherry Hills Village, Colorado, the accompanying bid (the "Bid"), which is hereby made a part hereof, to enter into a contract for the construction of the following described project:

City of Cherry Hills Village Project No.**2016-002**, consisting of the following ;

1. **Construct approximately 7,300 square yards of 3/8 inch chip seal (bottoms) on seven (7) cul-de-sac's. Construct approximately 103,276 square yards of ¼ inch chip seal and fog seal on twenty-four (24) streets and seven (7) cul-de-sac's (tops). Only the seven cul-de-sac's will receive a double chip.**
2. **S. Clarkson St. (from E. Belleview Ave. north to E. Hampden Ave., Hwy 285). Construct approximately 33,066 square yards of cape seal, OR construct approximately 33,066 square yards of double chip seal (3/8 inch bottom, and ¼ inch top, plus fog seal). The City would like the S. Clarkson Ave. project bid both in cape seal and double chip seal products.**

AND WHEREAS, the Owner, as a condition for receiving said Bid, requires the Principal to deposit with the Owner a Bid Security equivalent to not less than ten percent (10%) of the amount of said Bid,

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternative,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a Performance, Payment, Maintenance and Warranty Bond upon the forms prescribed by the Owner for the faithful performance of said contract; and for the payment of all persons performing labor or furnishing materials in connection therewith; and shall in all other respects perform the agreement created by the acceptance of said Bid; or in the alternative,

(c) If the Principal shall pay to the City, as liquidated damages, and not as a penalty, to compensate the City for actual costs and delay the difference in amount between the Principal's Bid and that of the next lowest acceptable Bidder, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of _____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

Name:_____

Address:_____

_____

By:_____

Title: _____

Give local address and
phone number if different
than above:

_____

_____

_____

(Seal)

SURETY

_____

_____

_____

_____

Attorney in Fact

(Seal)

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Cherry Hills Village.

INSTRUCTIONS

1. The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

2. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

3. The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

4. Power of attorney must accompany this bond when signed by other than an officer of either the principal or surety.

EXHIBIT A*: *STANDARD FORM OF CONSTRUCTION CONTRACT

CITY OF CHERRY HILLS VILLAGE

City of Cherry Hills Village Project No. **2016-002**

CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
2016 CHIP SEAL & CAPE SEAL PROJECT

This Construction Contract ("Contract"), effective this ____ day of _____, 20____, is made and entered into by and between _____ (hereinafter, "Contractor"), a(n) corporation/limited liability company/partnership/ joint venture/individual *[CHOOSE ONE]* organized pursuant to the laws of the State of _____ and having a principal office address of _____ and the **CITY OF CHERRY HILLS VILLAGE** (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 (collectively, the City and Contractor are referred to herein as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within **one hundred and twenty (120)** days following the Notice of Award and agrees that the Work will be completed within **twenty (20)** working days **(holidays, weekends, and inclement weather excluded)** of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the City," such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, not to exceed _____ Dollars ($_____).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City's obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Cherry Hills Village 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 Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City 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 City of Cherry Hills Village and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of

this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Invitation for Bids
Instructions to Bidders
Bid Bond
Bid Form
Notice of Award
Notice to Proceed
Construction Contract
Construction Drawings
Specifications
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Special Conditions
Addendum
Change Orders
Insurance Certificates
Tax-Exempt Certificates

Other:

In the event of an inconsistency between any provisions of the Contract Documents, the more specific

provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name:	Ralph Mason
Address:	2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113
Telephone:	303-591-4746
Email:	rmason@cherryhillsvillage.com

The Project Manager is authorized to represent and act as agent for the City with respect to City's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Cherry Hills Village.

7.02 This Construction Contract shall be deemed entered into in Arapahoe County, State of Colorado, as the City is located in said county. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Arapahoe County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City's option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CHERRY HILLS VILLAGE, ATTENTION: RALPH MASON, PROJECT MANAGER

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the City and the Contractor.

CITY OF CHERRY HILLS VILLAGE, COLORADO

By: _____
Mayor or Mayor Pro Tem

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT:
PUBLIC WORKS DEPARTMENT

CONTRACTOR: [Insert Contractor Name]

By: _____

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Construction Contract was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of _____ **Insert Contractor Name**.

Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT B*:** ***GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT

CITY OF CHERRY HILLS VILLAGE

GENERAL CONDITIONS TO THE CONSTRUCTION CONTRACT

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ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 "Application for Payment" means the Contractor's request for payment submitted to the Project Manager according to the process set forth in paragraphs 9.3.1- 9.3.4.

1.1.2 "Bidding Documents" means the Notice to Bidders; Request for Proposals; Invitation to Bid; Instructions to Bidders; Bid Proposal; Bid Schedule; and Bid Bond, as applicable.

1.1.3 "Certificate for Payment" means the amount approved for payment by the Project Manager after the receipt of the Contractor's Application for Payment, as more fully defined in paragraph 9.4.1.

1.1.4 "Change Order" means a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; or the extent of the adjustment in the Contract Time, if any, as more fully defined in paragraph 7.2.

1.1.5 "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Construction Contract, or other disputes between the Owner and Contractor arising out of or relating to the Construction Contract.

1.1.6 "Construction Change Directive" means a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both, as defined more fully in paragraphs 7.3.1-7.3.9.

1.1.7 "Construction Contract" or "Contract" means the entire and integrated agreement between the parties hereto, evidenced by the Contract Documents, which supersedes all prior negotiations, representations, or agreements, either written or oral, subject only to amendment or modification as permitted by Article 7.

1.1.8 "Contract Documents" means the Construction Contract, the Conditions of the Contract (General, Special, Supplementary and other Conditions, as applicable), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all other documents listed in the Contract, including the Bidding Documents, the Notice of Award, Notice to Proceed; Performance, Payment, Maintenance and Warranty Bond; Certificates of Insurance; and Tax-Exempt Certificates. Nothing contained in the Contract Documents creates any contractual relationship between the Owner any subcontractor, sub-subcontractor, or supplier of equipment or materials (except as provided in paragraph 5.3 hereof).

1.1.9 "Contract Sum" means the amount stated in paragraph 2.01 of the Construction Contract and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

1.1.10 "Contract Time" means the period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto.

1.1.11 "Contractor" means the person or entity identified as such in the Construction Contract or an authorized representative thereof.

1.1.12 "Date of Commencement of the Work" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Construction Contract or such other date as may be established therein.

1.1.13 The "Date of Substantial Completion" is the date certified by the Project Manager in accordance with paragraph 9.8.

1.1.14 "Day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

1.1.15 "Drawings" are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.16 "Final Completion" means the finding by the Project Manager that the final Certificate for Payment should be issued based on his knowledge, information and belief that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate for Payment, is due and payable, as more fully defined in paragraph 9.10.1.

1.1.17 "Modification" means (1) a written amendment to the Construction Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written Order for a Minor Change in the Work approved by the Owner pursuant to paragraph 7.4.

1.1.18 "Notice to Proceed" means the form issued by the City and accepted in writing by the Contractor that notifies Contractor to begin work on or before a date certain, establishes an end date, and returns bid security.

1.1.19 "Order for a Minor Change in the Work" means an order issued by the Project Manager adjusting the Contract Sum or extending the Contract Time as permitted by paragraph 7.4.1.

1.1.20 "Owner" means the person or entity identified as such in the Construction Contract or an authorized representative thereof. The term "City of Cherry Hills Village" or "City" may be used interchangeably with the term "Owner".

1.1.21 "Project" means the total construction of which the Work performed under the Construction Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.22 "Project Manager" means the City representative identified as such in Part 5 of the Contract.

1.1.23 "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of the Contract, and Specifications.

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

1.1.25 "Subcontractor" means a person or entity who has a direct contract with the Contractor to perform any of the Work at the site or an authorized representative thereof. "Subcontractor" does not include any separate contractor or his subcontractor.

1.1.26 "Substantial Completion" means the stage in the progress of the Work when the Work (or designated portion thereof that the Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or use the Work for its intended use as more fully explained in paragraph 9.8.

1.1.27 "Sub-subcontractor" means a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site or an authorized representative thereof.

1.1.28 "Underground Utilities" means any below ground line, structure, facility or installation used by a utility or service provider including, but not limited to, telephone company lines, cable and conduit; cable television lines, cable and conduit; internet lines, cable and conduit; sewer lines and water lines, including individual sewer and water service lines; stormwater lines; gas lines; electrical lines, cables and conduit; and traffic signal lines, cable and conduit.

1.1.29 "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations for the completed construction required by the Contract Documents. The Work may constitute the whole or a part of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than triplicate by the Owner and Contractor and shall be maintained by the Project Manager.

1.2.2 By executing the Construction Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, and having familiarized himself with the site construction circumstances of the Project, the Contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Project Manager of such fact.

1.2.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences within the Drawings themselves or within the Specifications themselves have been referred to the Owner by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all Bidders.

If any such differences or conflicts were not called to the Owner's attention prior to submission of bids, the Project Manager shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost or Contract Time to the Owner in accordance with the Project Manager's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

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

1.2.7 Interpretation of Contract Documents. Masculine includes both the masculine and the feminine; singular includes the singular and the plural; headings are for reference only and are not substantive.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 The Drawings, Specifications, and other similar or related documents and copies thereof are furnished to the Contractor for the purpose of performing the Work and are, and shall remain, the property of the Owner. The Contractor may retain one (1) record set. Neither the Contractor nor any subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other similar or related documents, and Owner will retain all common law, statutory, and other reserved rights, in addition to the copyright (including, without limitation, the right to create derivative works therefrom). All copies of such documents shall be returned to the Owner upon completion of the Work. The Drawings, Specifications, and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, subcontractors, sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and solely for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of any copyright or other reserved rights.

ARTICLE 2

OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.1.1 The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations, if such utilities are the property of Owner, for the site of the Project, and a legal description of the site, if necessary. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine site characteristics and conditions. In connection with the foregoing, Contractor shall locate prior to performing any Work, all Underground Utilities. If utility locate services are provided in the field by utility owners, Contractor nonetheless remains solely responsible to determine the actual location of all Underground Utilities.

2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Such approvals and the like shall be provided by Owner within a time and in a manner as to avoid any unreasonable delays in the Work or schedule of Contractor and shall include only such approvals for permanent facilities which are necessary to perform the Work as set forth in the Contract Documents.

2.1.3 Information or services required to be furnished by Owner shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

2.1.5 The Owner shall forward all instructions to the Contractor through the Project Manager.

2.1.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9, and 11 respectively.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work as required by Paragraph 12.2 or fails to carry out the Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time, or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of the Project Manager or Owner when based on the requirements of the Contract Documents, the Owner or the Project Manager, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner and the Project Manager to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such seven (7) day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under paragraph 2.2.1 hereof, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation and additional services and expenses made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3

CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission discovered. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents hereof unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Owner. If the Contractor performs any construction activity involving an error, inconsistency or omissions in the Contract Documents that Contractor recognized or reasonably should have recognized, without such notice to the Owner, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of all costs related to correcting such inconsistent performance. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.1.1.1 If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its subcontractors, the Contractor shall be responsible for notifying the Owner in writing of such error, inconsistency, or omission before proceeding with the Work. The Owner will take such notice under advisement and within a reasonable time commensurate with job progress, render a decision. If Contractor fails to give such notice and proceeds with such work, it shall correct any such error, inconsistency, or omission at no additional cost to Owner.

3.1.2 In addition to and not in derogation of Contractor's duties under paragraphs 1.2.2 and 1.2.3 hereof, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Project Manager at once.

3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to paragraph 3.12.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely (subject to the terms and provisions of Article 4 hereof) responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall review any specified construction or installation procedure, including those recommended by manufacturers, and shall advise the Owner if the specified procedure deviates from good construction practice or if following the procedure will affect any warranties, and may propose any alternative procedure which the Contractor will warrant.

3.2.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract or other arrangements with the Contractor. It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as

described herein.

3.2.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 13.7 by persons other than the Contractor.

3.2.4 The Contractor shall be solely responsible for locating all existing underground installations, including Underground Utilities and their service connections, in advance of excavating or trenching, by contacting the utility owners thereof and prospecting. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor remains ultimately responsible to determine the actual location of all Underground Utilities, facilities, structure, or installations. The Contractor shall use his own information and shall not rely upon any information shown or not shown on the plans or on field locates provided by the utility owner concerning existing Underground Utilities, facilities, structure, or installations. Any delay, additional work, or extra cost to the Contractor caused by existing Underground Utilities, facilities, structures or installations shall not constitute a claim for extra work, additional payment, or damage.

3.2.5 The Contractor has the responsibility to ensure that all equipment and material suppliers and subcontractors, their agents, and employees adhere to the Contract Documents, and that they order material and equipment on time, taking into account the current market and delivery conditions and that they provide equipment and materials on time. The Contractor shall coordinate its Work with that of all others on the Project, including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient methods of overall installation.

3.2.6 The Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work, report errors or inconsistencies to the Owner before commencing work, and review the placement of the structure(s) and permanent facilities on the site with the Owner after all lines are staked out and before foundation work is started. Contractor shall provide access to the Work for the Owner, the Project Manager, other persons designated by Owner, and governmental inspectors. Any encroachments, as revealed by an improvement survey, made by Contractor or its subcontractors (of any tier) on adjacent properties due to construction, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

3.3 LABOR AND MATERIALS

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

3.3.1.1 Colorado labor shall be employed to perform the Work to the extent of not less than eighty (80%) percent of each type or class of labor in several classifications of skilled and common labor employed on

such project or public works. "Colorado labor," as used in this Article, means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, religion, creed, national origin, sex, age, or handicap.

3.3.1.2 Preference is hereby given to materials, supplies, and provisions produced or manufactured in Colorado, quality being equal to articles offered by competitors outside the State.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

3.4.3 Materials shall conform to manufacturer's standards in effect at the date of execution of the Construction Contract and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.3.4 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules, regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.

3.4 TRAFFIC CONTROL

3.4.1 The Contractor shall be responsible for maintenance, control, and the safeguarding of traffic affected by the Work as further outlined herein, and as may otherwise be provided in the Contract Documents.

3.4.2 During construction, the Contractor shall provide for the safety of the workmen and for the safe and expeditious movement of traffic and pedestrians through the Site by erecting and maintaining all necessary signs, barricades, or other traffic safety devices. He shall also provide and maintain, in a safe condition, temporary approaches or crossings at intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms unless this requirement is waived by the Owner, through the Project Manager. The Contractor shall also have a Certified Traffic Control Supervisor ("TCS") responsible for traffic control. The TCS shall be on Site at all times when traffic control is in place or as agreed by the Owner through the Project Manager.

3.4.2.1 Before commencing with construction, the Contractor shall submit to the Owner (1) the name of the certified TCS, (2) a detailed traffic control plan for approval, including no parking requirements, and (3) an access maintenance plan. Details in the plans will include, but not be limited to: hours of Work; placement of signs and barricades; use of traffic control devices such as cones, barriers, and barricades; use of traffic control devices such as signal control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers. In general, the traffic control/access maintenance plan(s) shall cover all the various phases of the Work.

3.4.2.2 The access maintenance plan shall be developed by the Contractor and coordinated with, and based on the requirement of any affected property owners and tenants. Prior to commencing any Work that affects access to a property, the access maintenance plan must be signed by the property owner and submitted to the Owner. The access maintenance plan shall include documentation of this coordination, including approval of the access maintenance plan by signature of each affected owner and tenant. Should the Contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. The Contractor shall maintain continuous

access through the Project for pedestrians, bicyclists, motorists, and disabled persons. All cost incidentals to the maintenance of access shall not be paid separately but shall be included in the Contract Sum.

3.4.2.3 The Contractor shall implement and maintain the approved traffic control/access maintenance plan throughout prosecution of the Work. The Contractor is solely responsible for claims, damages, losses, etc., arising or resulting from Contractor's failure to adhere to and maintain the traffic control plan as approved. It is understood that the traffic control plan's primary purpose is to foster the safe travel of the public while construction is in progress. It is not intended to specifically address construction traffic on Site. The Contractor is solely responsible for safety measures on the Site.

3.4.2.4 The Owner, through the Project Manager, may provide Project signs to the Contractor. The Contractor shall provide and place appropriate supplementary information and erect project signs at locations to be designated by the Project Manager. These advisory signs, if any, shall be installed at least seven (7) consecutive days prior to beginning of construction. Any other traffic control signs/devices shall be installed seventy-two (72) hours prior to starting construction. Cost for additional information and erection of advisory signs are considered incidental to the Traffic Control bid item and costs for such shall be included in the Traffic Control bid item, if Traffic Control is a separately stated item in the Form of Bid. All costs associated with traffic control shall be included in the Contract Sum. Traffic control devices that are no longer necessary shall be removed from the Site within seventy-two (72) hours.

3.4.2.5 The Contractor will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless permitted by Owner. If the Owner, through the Project Manager, waives the above condition, the Contractor must provide a flag person. The Contractor shall remove and reset all construction signs prior to construction. Any damaged signs shall be replaced in kind by the Contractor.

3.4.2.6 The Contractor is cautioned that all personal vehicle and construction equipment parking will be prohibited where it conflicts with safety, access, or the flow of traffic.

3.4.3 The Contractor will furnish signs, barricades and temporary markings that may be necessary. The barricades shall conform to the *Manual of Uniform Traffic Control Devices* ("MUTCD") requirements.

3.4.4 Streets may be closed to through traffic only after the City has approved such closure and all requisite permits for work in a public way have been obtained. Street closures shall be made in such a manner as to provide for maximum public safety and public convenience. They shall be opened to through traffic at such time as the Work has been completed, or as the City or appropriate governmental agency with jurisdiction over such roadway may direct.

3.4.5 The City will make all necessary adjustments to traffic signals and traffic signal activators on City rights-of-way at no cost to the Contractor. The Contractor, as required by Contractor's construction schedule and with approval of the Project Manager, will cover or remove existing signs or signals that interfere with, or conflict with construction signing. Upon completion of the Project, the Contractor will reset all such signs.

3.4.6 Detours shall be the sole responsibility of the Contractor unless otherwise provided in the Contract Documents. Detours such as side street crossings, temporary bridges over freshly placed concrete, utilization of one (1) or more lanes of the construction area for maintenance of traffic, and such related facilities for the maintenance of traffic shall be the responsibility of the Contractor, the costs for which shall be included in the appropriate unit price or lump sum portion of the Contract Sum, as applicable. Detour plans must be submitted and approved in writing by the City through the Project Manager as part of the traffic control/access maintenance plan.

3.4.7 Local traffic shall be provided access to private properties at all times, except during some urgent stages of construction when it is impracticable to carry on the construction and maintain traffic

simultaneously, such as for the placing of asphalt concrete pavement, deep sewer excavations which prohibit safe travel of vehicular traffic, or other similar circumstances.

3.4.8 Emergency traffic such as police, fire, and disaster units shall be provided reasonable access at all times.

3.4.9 The Contractor shall take every precaution to protect pedestrian and vehicular traffic.

3.4.10 Where parking is a hazard to through traffic or to the construction Work, it shall be restricted either entirely or during the time when it creates a hazard. Signs for this purpose will be initially furnished and placed by the Contractor. The Contractor shall be responsible for and shall maintain the signs if they are used on any street that is directly or indirectly involved in the construction Work.

3.4.11 The Contractor shall furnish at his own expense all flagmen who may be needed.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.2 Experienced manufacturer's representatives shall be used to supervise the installation of equipment as may be required by the Owner. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

3.5.3 The acceptance at any time of materials or equipment by or on behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective, inferior in quality or uniformity, to the material or equipment specified, or are not as represented to the Owner.

3.5.4 In the absence of detailed specifications, all materials shall conform to the latest standards of the American Society for Testing Materials (ASTM) available at the time notice inviting Contractors to bid is published unless otherwise indicated.

3.5.5 Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of such standard specifications or specifications available at the time notice inviting contractors to bid is published unless otherwise indicated.

3.5.6 Within one (1) year after the date of final acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgment of the Owner shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense. In case of an emergency, the Contractor will be notified and shall correct and make repairs within the necessary time constraints. Failure of the Contractor to respond to the notification shall result in the Owner making the necessary repairs at the Contractor's expense. This obligation shall survive termination of the Contract.

3.5.7 Should the Owner claim by written communication before the warranty period expires that

certain defects exist and that these require repair or replacement, the warranty period and applicable surety shall be automatically extended for as long as these defects remain unremedied.

3.6 TAXES

3.6.1 All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Owner are exempt from State and other State-collected sales and use taxes and from Cherry Hills Village sales and use taxes. However, such materials may be subject to sales and use taxes imposed by other local taxing authorities.

3.6.2 Prior to City's issuance of the Notice to Proceed and start of Work, if requested by the City, the Contractor shall deliver to the Project Manager three (3) copies of the completed and executed "Contractor Application for Exemption Certificate" with the approval of the Department of Revenue, State of Colorado, affixed (Department of Revenue Form No. 172). These certificates will serve as an indication to the Owner that the Contractor has acquired the necessary exemption for State and other State-collected sales taxes. The Contractor also agrees to make the same requirement, as contained above, of the material suppliers and subcontractors on this project.

3.6.3 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by the City for three (3) years after the completion of the Project.

3.6.4 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to City's issuance of the Notice to Proceed.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall obtain any necessary building permit and applicable inspections and shall secure and pay for all other permits and governmental fees, licenses and inspections by other jurisdictions necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required.

3.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.7.3 It is the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes or in the exercise of due care should observe that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager in writing, and any suggested changes shall be made to the Owner. The Contractor shall notify the Project Manager of all conflicts between the Drawings and Specifications and any laws, ordinances, rules, regulations, or restrictions that come to the Contractor's attention or should have come to his attention in the exercise of due care.

3.7.4 It is the responsibility of the Contractor to make certain that all his Work is done in accordance with applicable laws, statutes, building codes and regulations, and the Contractor shall bear any costs related to his failure to do so.

3.7.5 If the Contractor performs Work, including without limitations, the installation of any materials or equipment that it knows, or reasonably should know, would be contrary to laws, statutes, ordinances,

building codes, rules, and regulations, the Contractor shall assume full responsibility for such work and shall bear all costs attributable to the correction thereof or related thereto, including all fines and penalties.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid unreasonable delay in the Work;

.2 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

.3 the Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.4 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

3.9.2 Contractor shall assign a person to be and remain the Superintendent to generally and directly supervise and coordinate the performance of the Work. The naming of such person is and was a material inducement to Owner to enter into the Contract. If such person is not the Superintendent or does not remain the Superintendent for any reason whatsoever, the Owner reserves the right to review and approve or disapprove said Superintendent's replacement, in Owner's sole discretion. If said replacement is disapproved, the Contract may, at Owner's option, be terminated for cause.

3.9.3 Owner shall have the right, upon notice, to demand that the Superintendent or other key personnel retained by Contractor be replaced by Contractor. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contract, may, at Owner's option, be terminated for cause.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1 A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Contractor, at the preconstruction conference, shall prepare and submit for the Owner's review and approval a Contractor's construction schedule for the Work, in such form and detail as Owner may require and a traffic control plan as required by paragraph 3.4. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to the Project Manager with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to the Owner for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

3.10.2 The Contractor shall prepare and keep current, for the Project Manager's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Project Manager reasonable time to review submittals.

3.10.3 The Contractor shall conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

3.11.2 At the Date of Substantial Completion and as a condition precedent to Final Payment, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: record drawings showing the field changes and selections affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate thereon each field change as it occurs.

3.11.3 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be delivered in hard copy **and** in a electronic/digital format acceptable to the Owner.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

3.12.4 The Contractor shall review, approve and submit to the Owner, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Submittals made by the Contractor that are not required by the Contract Documents may be returned without action.

3.12.5 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's or Project Manager's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

3.12.8 The Contractor shall direct specific attention, in writing, on resubmitted Shop Drawings, Product Data, Samples, or similar submittals to revisions other than those required by the Owner on previous submittals.

3.12.9 When professional certification of performance criteria of materials, systems, or equipment is required of the Contractor by the Contract Documents, the Owner shall be entitled to rely in a reasonable and professional fashion upon the accuracy and completeness of such calculations and certifications. If any or all such calculations or certifications are found to be inaccurate or incomplete, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Owner's additional services associated with the verification of such calculations or certifications, and the expense of Owner's additional services made necessary by the failure of such calculations or certifications to be accurate or complete.

3.12.10 Contractor shall furnish Owner with copies of all operator's instructions, service and parts manuals, and all other literature received by Contractor from the manufacturer or supplier of equipment furnished under the Contract. All operator's instructions, service and parts manuals, and all other such

literature shall be bound in permanent binders satisfactory to the Project Manager.

3.12.11 Copies of any manufacturer's guaranty or certificate as may be required by the Contract Documents or normally included with the product, shall be submitted to the Owner through the Project Manager prior to the acceptance of the Work by the Owner.

3.12.12 Throughout the progress of construction, the Contractor shall maintain a careful up-to-date record of all changes on the plans and drawings during actual construction. Upon completion of Work, and prior to acceptance by the Owner, the Contractor shall file with the Project Manager one (1) set of complete drawings with all changes and Contractor's field construction notes neatly and legibly recorded thereon. Such drawings shall indicate in part the exact routing, if changed from drawing location, of Underground Utilities, condenser water lines, fuel oil tanks and lines, fire protection lines and any other major buried utility lines, and routing of conduit runs which are buried or concealed in concrete slabs. Such information may be used to prepare record drawings for the Owner.

3.12.13 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be maintained and delivered in hard copy **and** in a electronic/digital format acceptable to the Owner.

3.13 USE OF SITE

3.13.1 The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use due care in placing construction tools, equipment, excavated materials, materials and equipment for installation and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Project Manager. If it is necessary or desirable that the Contractor use land outside the Owner's right-of-way or other appropriate permit or easement(s), the Contractor shall obtain consent from, and shall execute a written agreement with, the owner of any such land, as well as tenants and/or occupants of such property if required. The Contractor shall be solely responsible for all associated costs, including clean-up and restoration. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner, tenant or occupant because of the performance of the Work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Project Manager, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner, occupant or tenant against Owner, the Project Manager, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

3.13.2 The Contractor shall protect, shore, brace, support and maintain all Underground Utilities, drains, and underground construction uncovered or otherwise affected by the construction work performed by him.

3.14 CUTTING AND PATCHING OF WORK

3.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. It is the intent of the Contract Documents that all areas requiring cutting and patching shall be restored to a completely finished condition acceptable to the Owner.

3.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner

or any separate contractors by cutting, patching or otherwise altering such work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the Owner or any separate contractor except with the prior written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project, as well as all his tools, construction equipment, machinery and surplus materials. The Contractor shall leave the site clean and ready for use or occupancy by the Owner at Substantial Completion of the Work. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 COMMUNICATIONS

3.16.1 The Contractor shall forward all communications to the Owner through the Owner's Project Manager, except as the Owner may otherwise direct in writing.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall protect, defend, indemnify and save harmless the Owner, and each of Owner's officers, agents, servants and employees, including the Project Manager from liability of any nature or kind, including cost and expense for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, or the Owner's officers, agents, servants, or employees, unless otherwise specifically stipulated in the Contract Documents.

3.17.2 If the Contractor uses any design, device or materials covered by letters patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. The Contractor or his Surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with Work agreed to be performed under the Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

3.17.3 The Contractor shall pay all royalty and license fees.

3.18 INDEMNIFICATION

3.18.1 The Contractor agrees to indemnify and hold harmless the Owner, the Project Manager, and their officers, employees, consultants, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act,

omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

3.18.2 In any and all claims against the Owner or Project Manager, or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier to the Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3.18.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The indemnity set forth in this paragraph 3.18 shall also cover the City's defense costs, in the event that the City, in its sole discretion elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain at its own expense any additional insurance that it deems necessary for the City's protection in the performance of the Construction Contract.

3.18.4 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in this paragraph 3.18, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

3.18.5 RESERVED

3.19 ATTORNEYS FEES

3.19.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

3.20 RESERVED

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 PROJECT MANAGER

4.1.1 Subject to the limitations set forth in paragraph 5.01 of the Construction Contract, the Project Manager is empowered to act for Owner during the construction of the Work.

4.1.2 In case of termination of employment of the Project Manager, Owner may at any time employ or retain any other person it may deem qualified to perform all or any part of the duties of the Project Manager hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing, setting forth the scope of said replacement of Project Manager's duties and responsibilities, prior to making this change.

4.2 PROJECT MANAGER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Project Manager will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction and until final payment is due. The Owner's instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 RESERVED

4.2.3 The Project Manager will not have control or charge of safety precautions and programs or any construction means, methods or decision-making in connection with the Work.

4.2.4 The Project Manager shall at all times have access to the Work wherever it is in preparation and progress.

4.2.5 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized by Owner, the Owner and Contractor shall endeavor to communicate through the Project Manager, provided, however, that Owner may instruct, correspond, or negotiate with Contractor directly. Communications by and with subcontractors and suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Project Manager.

4.2.6 Based on the progress and quality of the Work, an evaluation of the Contractor's Applications for Payment, and all other information available, the Project Manager will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in paragraph 9.4.

4.2.7 The Project Manager will have the responsibility and authority to reject Work which does not conform to the Contract Documents. Whenever the Project Manager considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Paragraph 13.7 whether or not such Work has been fabricated, installed or completed.

4.2.8 The Project Manager will promptly review and approve or reject or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and Samples, for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the Project Manager's reasonable judgment to permit adequate review. The Project Manager's review of the Contractor's submittals shall not relieve the Contractor of any of Contractor's obligations under the Contract Documents. The Project Manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.9 The Project Manager will prepare Change Orders in accordance with Article 7, and will have authority to order Minor Changes in the Work as provided in paragraph 7.4.1. All Change Orders, Construction Change Directives, and Field Directives shall require the approval of Owner in writing to be binding on Owner.

4.2.10 The Project Manager shall determine the date(s) of Substantial Completion and Final Completion, shall issue a Certificate of Substantial Completion when and as required by the Contract Documents, will receive, review, and maintain written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

4.3.2 RESERVED

4.3.3 Time limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as may be agreed to in writing by the Owner.

4.3.5 Waiver of Claims: Final Payment. The making and acceptance of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

.1 Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

.2 Failure of the Work to comply with the requirements of the Contract Documents;

.3 Terms of special warranties required by the Contract Documents; or

.4 Faulty or defective Work appearing after Substantial Completion.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of Underground Utilities which differ from locations provided by the utility companies. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination

must be made within twenty-one (21) days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be subject to further proceeding pursuant to paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3.

If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written Order for a Minor Change in the Work issued by the Project Manager, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive. Such claims shall be subject to Paragraph 8.3.

4.3.8 Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary. Such claims shall be subject to Paragraph 8.3.

4.3.9 Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 11 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in paragraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Project Manager will review all claims by the Contractor and take one (1) or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the Contractor, (2) submit a schedule to the Contractor indicating when the Owner expects to take action, (3) reject the claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the Owner, or (5) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.4.2 If a claim has been resolved, the Project Manager will prepare or obtain appropriate documentation.

4.4.3 If a claim has not been resolved, the Contractor shall within ten (10) days after the Project Manager's preliminary response, take one (1) or more of the following actions: (1) submit additional supporting data requested by the Project Manager, (2) modify the initial claim, or (3) notify the Project Manager that the initial claim stands.

4.4.4 If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Project Manager, the Project Manager will notify the Contractor in writing that the Project Manager's decision will be made within ten (10) days, which

decision shall be considered advisory only and not binding in the event of litigation with respect to the claim. Upon expiration of such time period, the Project Manager will render to the parties the Owner's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5

SUBCONTRACTORS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Construction Contract, shall furnish to the Project Manager in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Project Manager will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity.

5.1.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable and timely objection under the provisions of paragraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.1.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by paragraph 5.2.1.

5.1.4 The Contractor shall make no substitution for any subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitution.

5.1.5 RESERVED

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this paragraph 5.2, and, upon written request of the subcontractor, identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly

make copies of such documents available to his sub-subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contractor hereby assigns to Owner (and Owner's assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements and purchase orders, and (2) Owner shall be required to compensate the designated subcontractors or suppliers only for compensation accruing to such parties for work done or materials delivered from and after the date on which Owner determines to accept the subcontract agreements or purchase orders. All sums due and owing by Contractor to the designated subcontractors or suppliers for Work performed or material supplied prior to Owner's acceptance of the subcontract agreements or purchase orders shall constitute a debt between such parties and Contractor. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver or cause to be delivered to Owner a written acknowledgment in form and substance satisfactory to Owner from each of its subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Construction Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Construction Contract.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule as requested by the Owner. If the Contractor claims additional cost because of any such revisions, the Contractor shall make such claim as provided elsewhere in the Contract Documents. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors access to the site and all areas of the Work as may be reasonably necessary for the performance of their work, reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results of Contractor's Work or render it incompatible with Contractor's Work. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work, except as to defects not then reasonably discoverable.

6.2.3 Subject to Paragraph 8.3 hereof, any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor cause damage to the work or property of the Owner, or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party, the Contractor shall promptly remedy such damage as provided in paragraph 10.2.4.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, or in the event of any other claim, dispute, or matter in question between the Contractor and any separate contractor, the Contractor shall promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. In any event, the Contractor shall indemnify, defend, and hold harmless the Owner, its officers, employees, and agents, to the full extent as agreed to under paragraph 3.18.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor, separate contractors, and the Owner as to their responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in paragraph 3.15, the Owner may clean up and allocate the cost thereof among the contractors responsible therefor.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

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

7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Project Manager alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents,

and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

.1 The term "substantial inequity" shall be construed to apply only to the following circumstances: (1) when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or (2) when a major item of work is increased in excess of one hundred and twenty five percent (125%) or decreased below seventy five percent (75%) of the original contract quantity. A major item is defined to be any item having an original contract value in excess of ten percent (10%) of the original contract amount

.2 Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written order to the Contractor, signed by the Contractor and the Owner stating their agreement upon all of the following:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Sum, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in paragraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order directed to the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Construction Contract, order changes in the Work within the general scope of the Construction Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 by unit prices stated in the Contract Documents or subsequently agreed upon;

.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 by the method provided in paragraph 7.3.6.

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

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

7.3.6 If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such Work's actual cost for Contractor and ten percent (10%) of such Work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For Work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this paragraph 7.3.6, actual costs shall be defined as and limited to the following:

.1 costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

.3 reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such Work, whether rented from the Contractor or others; and

.4 costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such Work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

7.3.7 Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis

of net increase, if any, with respect to that change.

7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Paragraph 8.3 hereof.

7.3.9 When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8

TIME

8.1 DATE OF COMMENCEMENT OF THE WORK

8.1.1 The Date of Commencement of the Work shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall begin the Work on the Date of Commencement of the Work. The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

8.2.3 The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed, disrupted, or otherwise interfered with at any time, or from time to time, in the performance of the Work, the rights and obligations of the parties with respect to such delay shall be as set forth in this subparagraph 8.3. Contractor's exclusive remedy for any delay, disruption, or interference shall be as set forth in this subparagraph 8.3.

8.3.1.1 Any delay within the control of the Contractor or within the control of any subcontractor, agent or supplier thereof (including, without limitation, delay within the joint control of the Contractor or one (1) or more of his subcontractors, agents or suppliers) shall be the sole responsibility of the Contractor, and the Contractor shall not be entitled to any extension of time or to any increase in the Contract Sum as the result of any such delay.

8.3.1.2 Upon the occurrence of any delay which will affect the Date of Substantial Completion caused by fire, flood, unusually severe weather or other act of God, or by court order, unforeseen, concealed, or differing condition related to the Work or other factors beyond the reasonable control of any party hereto or his agents, employees or subcontractors, then the period of performance specified herein shall be extended by Change Order or Construction Change Directive, on a day-for-day basis, but such extension shall not result in any increase in the Contract Sum, and provided that Contractor complies with subparagraph 8.3.1.4 below.

8.3.1.3 Upon the occurrence of any delay which will affect the Date of Substantial Completion not concurrent with delays described under subparagraphs 8.3.1.1 and 8.3.1.2 above, which is proximately caused by acts or omissions within the control of the Owner, his agents or employees, the period of performance specified herein shall be extended by Change Order or Construction Change Directive on a day-for-day basis and the Contractor shall be entitled to reimbursement of actual, proven costs reasonably and necessarily incurred as a direct consequence of such delay, but not in excess of the amount above the Contract Sum for each day of such delay as specified in the Contract Documents.

8.3.1.4 Any claim for an extension of time under subparagraphs 8.3.1.2, and 8.3.1.3 above, and any claim for additional compensation authorized by subparagraph 8.3.1.3 above, shall be made as follows:

.1 The Contractor shall, within five (5) days after the onset of any delay, notify the Project Manager in writing of the causes of delay, the facts relating thereto, and the requested time extension. In the case of a continuing delay, only one (1) claim is necessary. Proof of any recoverable delay costs shall be submitted within fifteen (15) days after the end of any period of delay.

.2 The Project Manager shall determine whether the cause for the claim for an extension of time is beyond the control of the Contractor pursuant to subparagraphs 8.3.1.1, 8.3.1.2, <u>and</u> 8.3.1.3 above. Owner shall either approve or disapprove the extension requested or claim made.

.3 Should a time extension or delay cost claim be granted by the Owner, a Change Order or other notice, signed by the Owner, shall be issued to indicate the new date for completion, or the adjustment to the Contract Sum.

.4 Failure by Contractor to timely provide, in writing, a request for time extension, claim for delay costs, or proof of such costs, shall constitute a waiver by Contractor of any time extension or reimbursement of delay costs which Contractor may have otherwise been granted pursuant to this subparagraph 8.3.

.5 Nothing herein shall prevent Contractor from requesting, and Owner granting, an extension of time contingent upon payment by Contractor of an agreed amount of liquidated damages in consideration of the time extension.

8.3.2 Contractor expressly acknowledges and confirms his obligation to minimize the cost impact of any delay, delay charges being an unproductive expenditure of public funds. Therefore Contractor shall, to the best of his ability, re-assign personnel and equipment, commence or accelerate unaffected portions of the Work, and otherwise employ all prudent measures available to minimize delay costs. In no event shall the Owner be liable for payment of delay costs which could have been avoided or mitigated by any means reasonably available to the Contractor.

8.4 LIQUIDATED DAMAGES

Time is of the essence of the Contract. In the event that the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to meet any other time requirement set forth in the Contract, after due allowance for any time extensions granted by Owner, the Contractor shall be liable to Owner for Liquidated Damages, and not as a penalty, in the amount set forth in the table below. For each and every calendar day that Work shall remain incomplete after the Contract Time as adjusted by duly executed Change Order, the sum per calendar day shown in the following table, unless otherwise specified in the Bid, may be deducted from monies due to or to become due to the Contractor or Owner may take action to collect such Liquidated Damages from the Contractor or its Surety. This sum is fixed and agreed upon between the parties because the actual loss to Owner and to the public caused by delay in completion will be extremely difficult to determine.

All punch list items (required by paragraph 9.8.2) must be completed within thirty (30) days of Substantial Completion or Liquidated Damages as provided herein will be assessed.

Permitting the Contractor to continue and finish the Work or any part of it after the Contract Time, or after the date to which the Contract Time may have been extended, will in no way operate as a waiver on the part of Owner of any of its rights under the Contract.

LIQUIDATED DAMAGES		
Original Contract Amount From More than $	To and Including $	Liquidated Damagers per Calendar Day ($)*
0	150,000	500.00
150,000	250,000	600.00
250,000	500,000	800.00
500,000	1,000,000	1,400.00
1,000,000	2,000,000	2,000.00
2,000,000	4,000,000	3,300.00
4,000,000	10,000,000	3,900.00
10,000,000	----------	**

*The per day liquidated damages shall be the amount set forth in this table, or in the Standard Specifications for Road and Bridge Construction as published by the Colorado Department of Transportation controlling as of the date on which the Contract is mutually executed by the Contractor and Owner, whichever is higher.

**3,900.00 plus 300.00 per each additional 1,000,000 contract amount or part thereof over 10,000,000.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contractor will not be allowed any claims for anticipated profits, for loss of profits, or for any damages or additional costs incurred because of a difference between the estimate of any item and the amount of the item actually required, or for the elimination of any part of the Work. Funds for construction of the Work herein contemplated are limited. The Owner reserves the right to eliminate or reduce the items of the proposal or any of the Work as may be required to bring the cost of the Work within the limits of available funds.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule of values allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Project Manager may direct. This Schedule, when approved by the Project Manager, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the Construction Contract, the Contractor shall submit to the Project Manager an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Project Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a subcontractor or supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing for subsequent incorporation in the Work. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.4 When Application for Payment includes materials stored off the Project site or stored on the Project site but not incorporated in the Work, for which no previous payment has been requested, a complete description of such material shall be attached to the application. Suitable storage which is off the Project site shall be a bonded warehouse or appropriate storage approved by Owner with the stored materials properly tagged and identifiable for this Project and properly segregated from other materials. The Owner's written approval shall be obtained before the use of offsite storage is made. Such approval may be withheld in Owner's sole discretion.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager will, within ten (10) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor in writing his reasons for withholding a certificate in whole or in part as provided in paragraph 9.5.1.

9.4.2 No Certificate for Payment shall be issued unless it appears to the Project Manager that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, but without in any way waiving any of Owner's rights or claims under the Contract Documents, the quality of the Work is in accordance with the Contract Documents and that all certificates required under the Contract Documents have been furnished in proper form. However, the issuance of a Certificate for Payment will not be a representation that the Project Manager has made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Project Manager may decline to certify payment and may withhold his certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in his opinion he is unable to make the determinations as provided in paragraph 9.4.2. If the Project Manager is unable to make such determinations as provided in paragraph 9.4.2 and to certify payment in the amount of the application, he will notify the Contractor as provided in paragraph 9.4.1. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Certificate for Payment for the amount for which he is able to make such determinations. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

.1 defective Work not remedied,

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure to carry out the Work in accordance with the Contract Documents; or

.8 failure to maintain accurate and up-to-date as-built drawings.

9.5.2 When the above grounds are removed, Certificates for Payment shall be made by the Project Manager for amounts withheld because of them.

9.6 PROGRESS PAYMENTS

9.6.1 After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in a timely manner not to exceed forty five (45) days from the time the Project Manager issued the Certificate for Payment. The Owner may refuse to make payment on any Certificate for Payment for any default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

9.6.3 The Project Manager may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such subcontractor.

9.6.4 The Owner shall not have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

9.6.5 Payment to suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3, and 9.6.4.

9.6.6 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6.7 RETAINAGE

9.6.7.1 In addition to any amounts withheld from payment pursuant to any other provision in this Construction Contract, Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

.1 Owner shall retain five percent (5%) of each progress payment to a maximum of five percent (5%) of the Contract Sum.

.2 In no event shall the amount retained be reduced to less than five percent (5%) of the Contract Sum until after final acceptance of the Project by the Owner.

9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager does not issue a Certificate for Payment, through no fault of the Contractor, within ten (10) days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Construction Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.8, pay the Contractor within forty five (45) days after the date established in the Contract Documents any amount certified by the Project Manager, then the Contractor may, upon seven (7) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the

Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be effected by appropriate Change Order.

9.8 SUBSTANTIAL COMPLETION

9.8.1 The Work will not be considered suitable for Substantial Completion review until all project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Construction Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the building or utilize the improvements on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal operations. As a further condition of Substantial Completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion.

9.8.2 When the Contractor considers that the Work, or a designated portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Project Manager will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the Project Manager's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items upon notification by the Project Manager. The Contractor shall then submit a request for another inspection by the Project Manager to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Project Manager will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein, which time shall be no longer than thirty (30) days after the scheduled completion date. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage of construction regardless of whether the Contract Time has expired (hereinafter sometimes referred to as "partial occupancy"). Such partial occupancy may commence whether or not the applicable portion of the Work is Substantially Complete.

9.9.2 In the event of partial occupancy, the Contractor shall promptly secure endorsement from its insurance carriers and consent from its sureties, if any.

9.9.3 In the event of partial occupancy before Substantial Completion as provided above, the Contractor shall cooperate with the Owner in making available for the Owner's use and benefit such

building services as heating, ventilating, cooling, water, lighting, telephone, elevators, and security for the portion or portions to be occupied, and if the Work required to furnish such services is not entirely completed at the time the Owner desires to occupy the aforesaid portion or portions, the Contractor shall make every reasonable effort to complete such Work or make temporary provisions for such Work as soon as possible so that the aforementioned building services may be put into operation and use. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.4 In the event of partial occupancy prior to Substantial Completion, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of the operation and cost of necessary security, maintenance and utilities, including heating, ventilating, cooling, water, lighting, telephone services, and elevators. The Owner shall assume proportionate and reasonable responsibility for the cost of the above services, reduced by any savings to Contractor for such services realized by reason of partial occupancy. Further, mutually acceptable arrangements shall be made between the Owner and Contractor in respect of insurance and damage to the Work. Contractor's acceptance of arrangements proposed by Owner in respect of such matters shall not be unreasonably withheld, delayed, or conditioned. Similar provisions shall be made where the improvements or structures are not buildings so that the Owner may use or occupy such portions of the structure or improvement.

9.9.5 In each instance, when the Owner elects to exercise its right of partial occupancy as described herein, Owner will give Contractor advance written notice of its election to take the portion or portions involved, and immediately prior to partial occupancy, Contractor, and the Project Manager shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record the conditions of the same.

9.9.6 It shall be understood, however, that partial occupancy shall not: (1) constitute Final Acceptance of any Work, (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents; provided that Contractor shall not be liable for ordinary wear and tear resulting from such partial occupancy.

9.9.7 Subject to the terms and conditions provided herein, if the Contractor claims that delay or additional cost is involved because of partial occupancy by the Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Construction Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Project Manager's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in paragraph 9.10.2 have been fulfilled. Final Payment is also subject to all City Charter and City Code requirements. Warranties required by the Contract Documents shall commence on the date that the Project Manager issues a final Certificate of Payment to the Owner.

9.10.2 Neither the final payment nor the remaining retained percentage shall become due until the

Contractor submits to the Project Manager:

9.10.2.1 Evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents, including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedules, sub-master and special keys, (c) delivery to Owner of Contractor's general warranty as described in Paragraph 3.5, and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Project Manager's review and delivery to Owner, (d) delivery to Project Manager of printed or typewritten operating, servicing, maintenance and cleaning instructions for the Work; parts lists and special tools for mechanical and electrical work;

9.10.2.2 If required by the Owner, (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied, (b) consent of surety, if any, to final payment, and (c) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner, and (d) a final waiver of liens in a form satisfactory to Owner, covering all Work including that of all subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized;

9.10.2.3 In addition to the foregoing, all other submissions required by other articles and paragraphs of the specifications including final construction schedule shall be submitted to the Project Manager before approval of Final Payment;

9.10.2.4 If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

9.10.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

.1 unsettled liens,

.2 faulty or defective Work appearing after Substantial Completion,

.3 failure of the Work to comply with the requirements of the Contract Documents,

.4 terms of any special warranties required by the Contract Documents, or

.5 replacement of material or equipment which is rejected if found, after the date of final payment, to be defective, or inferior in quality or uniformity, to the material or equipment specified, or is not as represented to the Project Manager and Owner.

9.10.5 The acceptance of final payment by the Contractor, a subcontractor, or supplier shall constitute a waiver of all claims by that payee.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.1.2 Unless otherwise provided in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless, upon written direction of Owner.

10.1.3 Unless otherwise provided in the Contract Documents, the Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:

.1 all persons involved in or affected by the Work;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and

.3 other property at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, ditches, fences, gates, private property, and utilities not designated for removal, relocation or replacement in the course of construction.

.4 The Contractor shall take all measures necessary to mitigate the impact of weather so that the Project may continue on schedule. In no event shall the Owner be liable for extra costs incurred on materials and any part of the Work due to the Contractor's failing to take all measures necessary to protect the Work from weather and the Contractor shall not be entitled to such claims. Also, no extension of the Contract Time shall be allowed

if the Contractor is able to proceed with other Work related to the Project.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property for their protection from damage, injury or loss, including but not limited to the Occupational Safety and Health Act (OSHA), as applicable.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 The Contractor shall promptly remedy all damage or loss at its sole cost and expense (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Contractor. Utility locate services provided in the field by the Owner shall not be deemed an act or omission that relieves Contractor of its responsibility hereunder. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 3.5.

10.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.6 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Paragraph 4.3, Paragraph 8.3 and Article 7.

10.4 USE OF EXPLOSIVES, DRIVING OR REMOVAL OF PILES, WRECKING, EXCAVATION WORK OR OTHER SIMILAR AND POTENTIALLY DANGEROUS WORK

10.4.1 When the use of explosives, driving or removal of piles, wrecking, excavation work or other similarly potentially dangerous work is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care so as not to endanger life or property and shall carry on such activities under the supervision of properly qualified personnel, such potentially dangerous work shall not be undertaken unless and until the City Manager has authorized same.

10.4.2 Detonation of explosives by the Contract shall be by permit authorized by Owner. The following information must be submitted to the City Manager or to his or her designee thereof at least thirty (30) days prior to the detonation of explosives:

.1 A graphic plan showing locations of proposed explosive use and improvements (including structures, roadways, utilities, etc.) on the property, surrounding land uses, and improvements on adjacent properties within a distance equal to 1000 feet plus the maximum distance of vibration as specified in the report described below.

.2 A geotechnical report prepared by Colorado-registered professional engineer describing the geology of the area and the impacts of explosive use in the area, including wave attenuation and travel distance and potential impacts on improvements in the area.

.3 An analysis of alternatives to explosives, including safety, time, and monetary comparisons of the alternatives.

.4 The Contractor shall ensure that audible signals warning persons of danger will be given before detonation of explosives.

As a condition of permitting the detonation of explosives as part of the Work, the Developer or Contractor shall submit to the City Manager or to his or her designee thereof a certificate of insurance for coverage of detonation of explosives in the minimum following amounts: $2,000,000 for property damage, each accident; and $2,000,000 for public liability, bodily injury, single limit or equivalent, each accident. Owner shall be named as an additional insured on the insurance policy.

10.4.3 The Contractor shall be fully responsible for, and shall save and hold Owner harmless from, any and all damages, claims, and for the defense of any actions against the Owner resulting from the prosecution of such Work in connection with or arising out of the Construction Contract.

10.4.4 The Contractor shall notify each public utility company or other owner of property having structures or improvements in proximity to the site of the Work, of his intent to perform potentially dangerous work. Such notice shall be given sufficiently in advance to enable the companies or other owners of property to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damages, claims, or the defense of any actions against the Owner resulting from the performance of such Work in connection with or arising out of the Construction Contract.

10.4.5 All explosives shall be stored in a secure manner and all storage places shall be marked clearly "EXPLOSIVES - KEEP OFF" and shall be in the care of competent watchmen at all times. The Contractor shall also be required to obtain any permits which may be required by the South Metro Fire Rescue Authority or other fire district having jurisdiction.

10.5 UNDERGROUND UTILITIES

10.5.1 Known Underground Utilities and other underground structures are shown on the Drawings only to the extent such information has been made available to or discovered by the Owner. It is expected that there may be discrepancies and omissions in the location and quantities of actual Underground Utilities and other underground structures and those shown. This information is shown for the convenience of the Contractor, but is not guaranteed to be either correct or complete, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by Owner. The Contractor shall, ahead of excavation, confirm the location of all Underground Utilities and other underground structures so that they will not be accidentally damaged by the construction operation. Contractor shall be responsible for contacting all utility owners concerning location of all above ground utilities and Underground Utilities before proceeding with the Work. Notwithstanding utility locate services that may be provided in the field by utility owners, Contractor shall verify actual location, and Contractor remains solely responsible for any

claims or damage to Underground Utilities or other facilities or structures caused by excavating. Contractor is responsible for, at no additional cost to the owner, potholing all existing Underground Utilities to be crossed or that may otherwise affect their means and methods for constructing the Project prior to beginning any construction on the Project.

ARTICLE 11

INSURANCE REQUIREMENTS

11.1 CONTRACTOR'S INSURANCE

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract Documents, including but not limited to Paragraphs 3.13, 3.17 and 3.18 hereof, in addition to any other insurance requirements imposed by the Contract Documents or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

11.1.1 Workers' Compensation Insurance. The Contractors shall procure and maintain, at its own expense, valid Workers' Compensation Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or signed certificate of insurance shall be on file with the Owner at all times. Evidence of qualified self-insurance status may be substituted for the Workers' Compensation Insurance requirements of this paragraph.

11.1.1.1 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intention of non-renewal to the Owner.

11.1.1.2 Limits of liability shall be in conformance with the statutory requirements of the Workers' Compensation Laws of the State of Colorado.

11.1.2 Comprehensive General Liability Insurance. The Contractor shall carry and maintain, at its own expense, Comprehensive General Liability Insurance throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.2.1 The policy shall be appropriately endorsed to give all named parties a minimum of thirty (30) days notice of cancellation or intention to non-renew coverage or any material change or restriction of coverage.

11.1.2.2 Limits of liability shall be a minimum of One Million Dollars ($1,000,000) each occurrence; Bodily Injury and Property Damage combined, Two Million Dollars ($2,000,000) aggregate.

11.1.2.3 The following coverages shall be included in the policy:

.1 Premises, operations and elevators, including work let or sublet, to cover all claims for bodily injury (including but not limited to death, disease or sickness) and damage or destruction or loss of use of any tangible property.

.2 Products and completed operations.

.3 Broad form blanket contractual liability with all exclusions deleted.

.4 Personal injury liability.

.5 Explosions, collapse, and underground hazards.

.6 Broad form property damage endorsement.

.7 Incidental malpractice.

.8 Independent contractors.

11.1.2.4 The products and completed operations coverage shall be maintained in effect for a period of six (6) years after the date of final acceptance of the Work.

11.1.3 Comprehensive Automobile Liability Insurance. The Contractor shall carry and maintain, at its own expense, Comprehensive Automobile Liability Insurance. A copy of a certificate of insurance shall be on file with the Owner at all times. The policy shall contain a severability of interests' provision.

11.1.3.1 The policy shall cover all owned or leased vehicles operated by the insured as well as coverage for all non-owned or hired vehicles used by the insured in the course of his operations.

11.1.3.2 The policy shall be appropriately endorsed to give a minimum of thirty (30) days notice of cancellation or intent to non-renew to Owner.

11.1.3.3 The limits of liability shall be a minimum of One Million Dollars ($1,000,000) per occurrence and Five Hundred Thousand Dollars ($500,000) per person.

11.1.4 Umbrella/Excess Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Umbrella (excess) Liability policy throughout the entire term of its obligations to the Owner. A copy of the policy or a signed certificate of insurance shall be on file with the Owner at all times.

11.1.4.1 Policy shall be in excess of all underlying insurance including employer's liability.

11.1.4.2 Policy shall not contain any exclusions for hazards, or contractual hazards.

11.1.4.3 Limits of liability shall be a minimum of Two Million Dollars ($2,000,000) in the aggregate.

11.1.5 Owner's Liability Insurance. The Contractor shall carry and maintain, at its own expense, an Owner's Liability policy in the name of the Owner.

11.1.5.1 Limits of liability shall be a minimum of Two Million Dollars ($2,000,000) in the aggregate.

11.2 ADDITIONAL NAMED INSURED

11.2.1 The Owner shall be named as an additional insured under the Contractor's Automobile, Commercial General, and Umbrella Liability coverages, and the Commercial General Liability additional insured coverage shall include products and completed operations coverage. The Contractor's Automobile, Commercial General, and Umbrella Liability additional insured coverage shall be primary with respect to claims made by the City.

11.3 BUILDER'S RISK/PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection.

This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work as additional insureds, providing that such insurance is primary with respect to claims made by the additional insureds, and be in the form of "all risk" insurance for physical loss or damage with all exclusions deleted. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in a Request for Payment under paragraph 9.3.2.

11.3.1.1 The form of policy for this coverage shall be "Completed Value". The coverage under this policy shall include contemplated work and work in progress.

11.3.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of all deductibles in the event of a paid claim. If separate contractors are added as insureds to be covered by this policy, the separate contractor shall be responsible for payment of appropriate parts of any deductibles in the event claims are paid on their part of the Project.

11.4 GENERAL REQUIREMENTS

11.4.1 The Contractor shall file two (2) certified copies of all policies with the Project Manager before exposure to loss may occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner reserves the right to request and receive a certified copy of any policy at any time, and any and all endorsements to said policy.

11.4.2 All insurance policies and/or certificates of insurance required under the Contract Documents shall be issued subject to the following stipulations by the Insurer:

.1 Underwriter shall have no right of recovery or subrogation against the Owner, it being the intent of the parties that the insurance policy so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

.2 The clause entitled "Other Insurance Provisions" contained in any policy including the Owner as an additional insured shall not apply to the Owner.

.3 The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums due or for any assessments under any form of any policy.

.4 Any and all deductibles contained in any insurance policy shall be assumed by and shall be the sole liability of the Contractor.

11.4.3 Additional coverages or higher limits of liability may be required by the Owner should the scope or nature of the work change during the course of the Construction Contract. All liability insurance and builder's risk/property insurance policies required by this Article shall specifically provide that all coverage limits shall be exclusive of costs of defense, including attorneys' fees.

11.4.4 The Contractor shall be solely responsible for ensuring that all subcontractors or suppliers obtain and maintain in force for the term of this Construction Contract insurance policies sufficient to meet the minimum coverages required under the Contract Documents.

11.4.5 Nothing contained in this Article 11 shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Construction Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage to adequately insure against the risk attendant to the performance of this Construction Contract. Any approvals of Contractor's insurance coverages by the Owner or the Project Manager shall not operate to the contrary.

11.4.6 The risk of loss to any property to be provided by Contractor to Owner pursuant to this Construction Contract shall be upon the Contractor until said property has been finally accepted by Owner.

11.4.7 Nothing in this Article 11 shall be deemed or construed as a waiver of any of the protections to which Owner may be entitled under the Constitution of the State of Colorado or pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

11.4.8 The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. **It shall be an affirmative obligation of Contractor to provide written notice to the Owner within two (2) days of the cancellation of or substantive change to any of the policies required herein and failure to do so shall constitute a breach of the Contract**.

11.4.9 All insurance required under the Contract Documents shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and approved by the Owner and shall be maintained until the Contractor's Work is accepted by the Owner. The Contractor shall provide the certificates of insurance required under the Contract Documents before commencing any Work. The Owner may, in writing, specifically indicate its approval or disapproval of each separate policy provided pursuant to the Contract Documents.

11.4.10 All policies under the Contract Documents that are scheduled to expire prior to the time the Contractor's Work is finally accepted by the Owner shall be renewed prior to the scheduled expiration date and evidence of such renewal shall be submitted to the Owner for approval.

11.4.11 If any of the policies required under the Contract Documents shall be or at any time become unsatisfactory to the Owner as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Owner, Owner shall so advise Contractor who shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit a certificate of insurance as hereinabove provided.

11.4.12 All liability insurance and builder's risk/property insurance policies required by this Article shall be occurrence-based policies.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

12.1.2 If any other portion of the Work has been covered which the Owner or Project Manager has not specifically requested to observe prior to being covered, the Project Manager or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for the payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager as incomplete, defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional services made necessary thereby.

12.2.2 In addition to the Contractor's obligations under Paragraph 3.5, if, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work and termination of the Construction Contract. The Owner shall give such notice promptly after discovery of the condition by the Owner.

12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected or accepted by the Owner.

12.2.4 If the Contractor fails to correct defective or nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4.

12.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional services made necessary thereby. If such proceeds of sale do not cover

all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused, in whole or in part, by the Contractor's correction or removal of Work which is defective or not in accordance with the requirements of the Contract Documents.

12.2.7 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof, or under law or in equity. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1. If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Construction Contract shall be governed by the law of the State of Colorado. Those provisions of law applicable but discretionary because of the Owner's status as a home-rule municipality shall be binding at the Owner's election.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Construction Contract shall assign, sublet, or transfer (by operation of law or otherwise) any interest in the Construction Contract without the prior written consent of the other. The Contractor shall not assign the whole or any part of the Construction Contract or any monies due or to become due thereunder without the prior written consent of the Owner and of the surety on the Contractor's bond. Any assignment without such written consent shall be void. A copy of such consent of surety, together with a copy of the assignment, shall be filed with the Project Manager. In case the Contractor assigns all or part of any monies due or to become due under the Construction Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims and liens of all persons, firms and corporations for services rendered; for the payment of all laborers and mechanics for labor performed; for the payment of all materials and equipment used or furnished and for

payment of all materials and equipment used or rented in the performance of the Work called for in the Construction Contract; and for the payment of any liens, claims, or amounts due the Federal, State or local governments or any of their funds. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

13.3 WRITTEN NOTICE

13.3.1 All notices to be given hereunder shall be in writing, and may be given, served, or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by delivering the same in person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in the Construction Contract from and after the fourth day next following the date deposited in the mail, or when actually received, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices to be given shall be sent to or made at the last business address known to the party giving notice.

13.4 CLAIMS FOR DAMAGES

13.4.1 Should either party to the Construction Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims by Contractor against Owner that are within the scope of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, shall be subject to, and brought in accordance with, the provisions of said Act.

13.5 PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

13.5.1 The Contractor will be required, simultaneously with the execution of the Construction Contract, to furnish a Performance, Payment, Maintenance and Warranty Bond, in an amount equal to one hundred percent (100%) of the Contract Sum. Said bond shall be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the Construction Contract and the terms and conditions herein contained and the maintenance of the proposed improvements in good repair according to the terms contained in the Construction Contract. Accompanying the bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond. Such bond shall be on a form provided by the Owner.

13.5.2 The Contractor shall deliver said bond to the Project Manager no later than the date of execution of the Construction Contract. If the Contractor fails or neglects to deliver the bond, as specified, he shall be considered to have abandoned the Construction Contract and his bid security will be forfeited.

13.6 RIGHTS AND REMEDIES

13.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents.

13.6.2 No action or failure to act by the Owner, Project Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13.6.3 In all actions by the Owner to enforce its rights and remedies hereunder, whether at law or equity, the Owner, in addition to all other remedies, shall be entitled to recovery of its reasonable attorneys fees and costs.

13.6.4 The Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000), shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues, regarding defects in the Work under the Construction Contract.

13.7 TESTS AND INSPECTIONS

13.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Project Manager and the Owner timely notice of its readiness so the Project Manager and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals.

13.7.2 If the Project Manager or public authority having jurisdiction determines that any Work requires additional or special inspection, testing, or approval which paragraph 13.7.1 does not include, the Project Manager may instruct the Contractor to order such additional or special inspection, testing or approval, and the Contractor shall give notice as provided in paragraph 13.7.1. If such additional or special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, the Contractor shall bear all costs of such testing, inspection, and approval procedures, including compensation for any additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

13.7.3 Required certificates of inspection, testing or approval, unless otherwise required by Contract Documents, shall be secured by the Contractor and promptly delivered by him to the Project Manager.

13.7.4 If the Project Manager is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the normal place of testing.

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

13.8 LITIGATION AND WORK PROGRESS

13.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13.9 EQUAL EMPLOYMENT OPPORTUNITY

13.9.1 In connection with the execution of this Construction Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, handicap, or national origin, if otherwise qualified. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off

or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship.

13.10 COMMERCIAL DRIVER'S LICENSE SUBSTANCE SCREENING

13.10.1 The Contractor shall provide written assurance to the City that each driver that provides services requiring a commercial driver's license pursuant to this Construction Contract participates in an alcohol and controlled substances testing program that meets the requirements of the Federal Motor Carrier Safety Regulations found at 49 C.F.R. Part 382.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Construction Contract if the Work is stopped for a continuous period of sixty (60) days through no act or fault of the Contractor or a subcontractor, sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction;

.2 an act of government, such as a declaration of national emergency, making material unavailable;

.3 because the Project Manager has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in paragraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment (without cause) within the time stated in the Contract Documents; or

.4 if repeated suspensions, delays, or interruptions by the Owner as described in paragraph 14.3 constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon fourteen (14) days' advance written notice to the Owner, terminate the Construction Contract, unless this reason is cured prior to the expiration of the notice period. Contractor may recover from the Owner payment for Work properly executed in accordance with Contract Documents (the basis for such payment shall be as provided in the Construction Contract) and payment for costs directly related to work thereafter performed by Contractor in terminating such work, including reasonable demobilization and cancellation charges. The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in paragraphs 14.1.1 and 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Construction Contract if the Contractor:

.1 refuses or fails to supply, in a timely manner, enough properly skilled workers or proper materials or equipment;

.2 fails to make payment to subcontractors or suppliers for materials, equipment, or labor in

accordance with the respective agreements between the Contractor and the subcontractors or suppliers;

.3 disregards laws, ordinances, rules, regulations, or orders of the City or other governmental entity having jurisdiction;

.4 disregards the instructions of Owner when such instructions are based on the requirements of the Contract Documents;

.5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and Contractor's surety, if any, seven (7) days' written notice, (except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may:

.1 take possession of the site and project and of all materials, equipment, tools, and construction equipment and machinery thereon owned, rented, or leased by the Contractor; and

.2 finish the Work by whatever method the Owner may deem expedient.

14.2.3 When the Owner terminates the Construction Contract for one (1) of the reasons stated in paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 To the extent the costs of completing the Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Construction Contract.

14.2.5 In addition to Owner's right to remove Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of the Work or any subcontract or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of the Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated, if any. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.2.6 In the event of termination pursuant to paragraph 14.2.5, Owner shall pay as the sole amount due to Contractor in connection with the Construction Contract, (i) sums due for Work properly executed in accordance with Contact Documents to date, including allowable profit and overhead (except retainage sums shall not be paid prior to one hundred twenty (120) days following the date of termination); (ii) reasonable cost of demobilization and cancellation charges; and as additional and special consideration for this provision; (iii) a profit for underperformed work equal to one-half percent (0.5%) of the cost of the Work actually performed to date.

14.2.7 Upon a determination by a court of competent jurisdiction that the termination of Contractor pursuant to paragraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to paragraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in paragraph 14.2.6.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 In addition to Owner's right to suspend, delay, or interrupt Contractor from any part of the Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, suspend, delay, or interrupt any part of the Work or any subcontract or all Work for any reason whatsoever for such period of time as the Owner may determine by giving written notice to Contractor specifying the part of the Work or subcontract to be suspended, delayed, or interrupted and the effective date of such suspension, delay, or interruption. Contractor shall continue to prosecute the part of the Work not suspended, delayed, or interrupted and shall properly protect and secure the part of the Work so suspended, delayed, or interrupted. If any part of the Work or subcontract is so suspended, delayed, or interrupted, Contractor shall be entitled to payment of reasonable standby fees (or at Owner's option, payment for demobilization and subsequent remobilization) and of costs directly associated with protecting and securing the affected Work. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been suspended, delayed, or interrupted under the Contract Documents or an equitable adjustment is made or denied under another provision of the Construction Contract. In case of such suspension, delay, or interruption, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

14.3.2 The rights and remedies of Owner under this Paragraph 14.3 shall be non-exclusive, and shall be in addition to all the other remedies available to Owner at law or in equity.

EXHIBIT C*:** ***SPECIAL CONDITIONS TO THE CONSTRUCTION CONTRACT

The Special Conditions for this project consist of the following:

Due to the seasonal sensitivities of the Chip Seal process in the Rocky Mountain Region, the Contract Time Period for completion of this project MUST fall between May 23, 2016 and September 9, 2016. NO EXCEPTIONS.

Note: the Special Conditions are available for download at Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.com and are incorporated herein by reference.

***EXHIBIT D*: *FORM OF PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND** (to be completed upon award)*

PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, herein called Contractor, and _____, as surety, herein called Surety, are hereby held and firmly bound to the City of Cherry Hills Village, Colorado, as Obligee, herein called Owner or City, in the sum of _____ Dollars ($_____), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written construction contract dated the ___ day of _____ 20__ (the "Contract"), for the construction and completion of _____ _____ (City of Cherry hills Village Project No. ____), which Contract is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (1) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the "Work"), or from conditions created by the performance or non-performance of the Work.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest

responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor; or

3. Complete or cause to be completed any repairs or other work required to be completed under the applicable two (2) year warranty period.

THIRD. The Contractor shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of the Work described in the Contract subject, however, to the following conditions.

1. A claimant is defined as one having a direct Contract with the Contractor, or with a Subcontractor of the Contractor for labor material or both, used or reasonably required for use in performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's Work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due the claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the Work or labor was done or performed. Such notice shall be served by mailing same by registered mail or certified, postage prepaid, in an envelope addressed to the Contractor, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

   b. After expiration of six (6) months following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Unless claimant brings such action in a state court of competent jurisdiction in and for Arapahoe County, Colorado, or such other county in which the Work (as described in the Contract) is to be completed, and not elsewhere.

FOURTH. The Contractor and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of **one (1) year** from date of final acceptance from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of **one (1) year** from and after final acceptance of the Work by the City. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way shall rest entirely with the City, and the City's decision upon the matter shall be final and obligatory upon the Contractor, subject to judicial review pursuant to applicable law.

The Surety hereby waives the right to special notification of any alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders, or any other act or acts of the City or its authorized agents under the terms of the Contract; and failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

PRINCIPAL (CONTRACTOR)	SURETY
_____	_____
(Name of Company)	(Name of Company)
By: _____	By: _____
Address:	Address:
_____	_____
_____	_____

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Cherry Hills Village.

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute the bond, certified to include the date of the bond.)

<u>EXHIBIT E</u>*: *CONTRACT FORMS

A. NOTICE OF AWARD
B. NOTICE TO PROCEED
C. SHOP DRAWING TRANSMITTAL FORM
D. FORM OF CHANGE ORDER
E. APPLICATION FOR PAYMENT
F. FORM OF PARTIAL WAIVER OF LIEN
G. FORM OF FINAL WAIVER OF LIEN
H. CERTIFICATE OF SUBSTANTIAL COMPLETION
I. CERTIFICATE OF FINAL COMPLETION
J. CERTIFICATE OF PARTIAL ACCEPTANCE

CITY OF CHERRY HILLS VILLAGE	**NOTICE OF AWARD**	
City Project No.: 2016-002	Project Name: 2016 Chip Seal Project	Date: Date of this form
To (Contractor): Enter Contractors Full Name		
Description of Work: Enter brief description of the project		

The City of Cherry Hills Village, Colorado ("City") has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids dated Enter a Date.

You are hereby notified that your Bid has been accepted for items in the amount of $Enter Total Contract Amount. ("Contract Sum")

You are required by the IFB and Contract Documents to execute the Construction Contract and furnish the required Contractor's Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation as required by the General Conditions on or before Enter Date, in accordance with the Contract Documents.

If you fail to execute said Contract, to furnish said Bond, or to file with required insurance documentation on or before the above stated date, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Security as abandoned, resulting in the forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this Day day of Month, 201Year.

City of Cherry Hills Village
County of Arapahoe, State of Colorado

_____
Project Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR _____

this _____ day of _____, 20___.

BY _____

CITY OF CHERRY HILLS VILLAGE	**NOTICE OF PROCEED**	
City Project No.: 2016-002	Project Name: 2016 Chip Seal Project	Date: Date of this form
To (Contractor): Enter Contractors Full Name		
Description of Work: Enter brief description of the project		

You are hereby notified to commence Work in accordance with the Construction Contract dated Enter Contract Date, on Enter Date of NTP, and you are to complete the Work within Enter Number of Days for Work from Contract consecutive calendar days after the date of this Notice to Proceed ("Contract Time"). Therefore, the date for completed Work is Enter Date for Completion of Work.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

City of Cherry Hills Village,
County of Arapahoe, State of Colorado

_____
Project Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR_____

this _____ day of _____, 20___.

BY _____

CITY OF CHERRY HILLS VILLAGE	**SHOP DRAWING TRANSMITTAL FORM**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Date: Date of this form

TO: _____ Transmittal Number: _____

_____ 1st submittal☐ Resubmittal☐

_____ (Previous Transmittal #_____)

Description of Equipment: Enter Description of Equipment

Manufacturer: Enter Name of Manufacturer

As stated in the Contract Documents, the undersigned Contractor's submission of these Shop Drawings or samples shall constitute a representation to the City that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed and coordinated each Shop Drawing or sample with the requirements of the Work, the General Conditions to Construction Contract, and the Contract Documents and he represents to the City that item(s) described by these Shop Drawings do comply with the requirements of the Contract Documents. The undersigned Contractor certified that the Equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said Act.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

_____ _____

(Authorized Signature of Contractor) (Contractor Name)

* *

(THIS SPACE FOR CITY USE ONLY)

The above drawings are returned with action as designated below:

A No Exception Taken
B Make Corrections Noted and Resubmit Corrected Copies
C Revise and Resubmit
D Rejected
E Submit Specified Item

Reviewed By: _____ Date: _____

CITY OF CHERRY HILLS VILLAGE	**CHANGE ORDER**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Change Order No.: Enter Change Order #
To (Contractor): Enter Name of Contractor		City Contract No.: Enter Contract #
Description of Original Contract Work: Enter Description of Work		Date: Date of this form

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed.

_____

_____

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT SUM	AMOUNT / DATED / AVG
Original CONTRACT SUM	$
Current CONTRACT SUM adjusted by Change Orders _____ thru _____	$
The CONTRACT SUM due to this Change Order will be (Increased) (Decreased) (Unchanged) by	$
The new CONTRACT SUM including this Change Order will be	$
CHANGE TO CONTRACT TIME	
Current CONTRACT Completion Date	
CONTRACT TIME will be (Increased)(Decreased)(Unchanged) by this number of Calendar days	
The DATE for completion of all WORK (Amended Contract Time) will be	

RECOMMENDED FOR ACCEPTANCE:

PROJECT MANAGER

BY: _____

DATE: _____

ACCEPTED:

CONTRACTOR:

_____

BY: _____

DATE: _____

CITY OF CHERRY HILLS VILLAGE:

BY: _____,

Deputy City Manager

DATE: _____

CITY OF CHERRY HILLS VILLAGE	**APPLICATION FOR PAYMENT**	
City Project No.: Enter Project #	Project Name: Enter Project Name	Period Ending: Enter Date
Contractor: Enter Name of Contractor		Application No.: Enter Application #

Page 1 of Enter # of Pages	Date: Enter Date	City Contract No.: Enter Contract #
Original Contract Sum: $Enter Amount	Approved Changer Order Adjustment: $Enter Amount	Current Contract Sum: $Enter Amount

SUMMARY OF CONTRACT	AMOUNT
1. Total accumulated Work on original Contract to date	$
2. Extra work by approved Change Order to date	$
3. Materials stored	$
4. Total accumulated work to date (Items 1 through 3)	$
5. Less: Retainage of five percent (5%) up to a maximum 5% of current Contract Sum	$
6. Net amount earned to date	$
7. Less: Amount of previous payment	$
BALANCE DUE THIS REQUEST	$

The undersigned Contractor certifies to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him/her for Work for which previous Applications for Payment were issued and payments received from the City; and that current payment shown herein is now due.

_____ BY: _____ DATE: _____
CONTRACTOR

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Project Manager certifies that the Work has progressed to the point indicated; that to the best of his/her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the Amount Certified below.

AMOUNT APPROVED FOR PAYMENT $_____

_____ DATE: _____
PROJECT MANAGER

_____ DATE: _____
DEPUTY CITY DIRECTOR

CITY OF
CHERRY HILLS VILLAGE

APPLICATION FOR PAYMENT
(continuation sheet)

City Project No.:	Project Name:	Application No.:		Date:
Enter Project #	Enter Project Name	Enter Application #	Page 1 of Enter # of Pages	Enter Change Order #

ITEM NO.	DESCRIPTION	BID ITEMS				WORK COMPLETED TO DATE				
		ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	QUANTITY	UNITS	UNIT PRICE	EXTENDED AMOUNT	% COMP.

SUBTOTAL THIS SHEET	
GRAND TOTAL (LAST PAGE)	

CITY OF CHERRY HILLS VILLAGE	**PARTIAL WAIVER OF LIEN**
City Project No.: Enter Project #	Project Name: Enter Project Name

To All Whom it May Concern:

WHEREAS, the undersigned has been employed by (A)_____ to furnish labor and materials for (B)_____ work, under a contract (C)_____ for the improvement of the premises described as (D)_____ in the City of Cherry Hills Village, County of Arapahoe, State of Colorado, of which the City of Cherry Hills Village is the owner.

NOW, THEREFORE, this _____ day of _____, 20___, for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate SEAL here)

_____
(Signature of Authorized Representative)

Title:_____

INSTRUCTIONS FOR PARTIAL WAIVER

(A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received on that date.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CITY OF CHERRY HILLS VILLAGE	**FINAL WAIVER OF LIEN**
City Project No.: Enter Project #	Project Name: Enter Project Name

To All Whom it May Concern:

WHEREAS, the undersigned has been employed by (A)_____ to furnish labor and materials for (B)_____ work, under a contract (C)_____ for the improvement of the premises described as (D)_____ in the City of Cherry Hills Village County of Arapahoe, State of Colorado, of which the City of City of Cherry Hills Village is the owner.

NOW, THEREFORE, this _____ day of _____, 20___, for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from the City, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate SEAL here)

_____
(Signature of Authorized Representative)

Title:_____

INSTRUCTIONS FOR FINAL WAIVER

(A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
(B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
(C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
(D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
(E) Amount shown should be the amount actually received on that date.
(F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF SUBSTANTIAL COMPLETION**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Substantial Completion Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of Contract Work (or specified part) completed: Enter Description		Date Issued: Enter Date

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Contract or specified part of a Contract is the date when the construction is sufficiently complete for the City, in accordance with the Contract Documents, including the General Conditions to the Construction Contract and the definition of "Substantial Completion" set forth therein, to make a finding that the Project (or specified part) can be utilized for the purposes for which it was intended. A List of Items to be completed or corrected ("Punch List") are attached hereto. The failure to include any items on said list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

TO: _____ **AND TO:** _____

(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by the Project Manager on the above-named project and/or the City Engineer for the City of Cherry Hills Village and by the Contractor, and the Project or specified part thereof as indicated above, is hereby declared to be substantially complete. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The Contractor and the City have agreed to the attached Punch List of items to be completed or corrected before Final Completion

_____

PROJECT MANAGER

The Contractor accepts the above **Certificate of Substantial Completion.**

_____ _____ _____

CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF FINAL COMPLETION**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Final Completion Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of project completed: Enter Description		Date Issued: Enter Date

DEFINITION OF FINAL COMPLETION

The date of Final Completion of a Contract is the date when the construction or services are complete, in accordance with the Contract Documents including the General Conditions to the Construction Contract and the definition of "Final Completion" set forth therein, so that the Project or specified part of the project or Project Services can be utilized for the purposes for which it was intended and all Work as set forth on the Punch List issued upon Substantial Completion has been satisfactorily completed, notice has been published in accordance with law, and the timeframe provided in such notice has elapsed, and all releases of liens have been received to the satisfaction of the City.

TO: _____ **AND TO:** _____
(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by authorized representatives of the City of Cherry Hills Village and Contractor, and the Project, is hereby declared to be completed. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

_____ _____
PROJECT MANAGER **DATE**

The CONTRACTOR accepts the above **Certificate of Final Completion.**

_____ _____ _____
CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

MAINTENANCE & UTILITY RESPONSIBILITIES

Cherry Hills Village	
Contractor	

Final Payment in accordance with ATTACHED VOUCHERS AND FINAL PAYMENT FORM IS HEREBY AUTHORIZED.

Approval by:

City Engineer (if applicable_: _____ Date_____

Project/Program Manager: _____ Date _____

Deputy City Manager: _____ Date_____

ENCLOSURES (identify and attach)

CITY OF CHERRY HILLS VILLAGE	**CERTIFICATE OF PARTIAL ACCEPTANCE**	
City Project No.: Enter Project #	Project Name: Enter Project Name	City Contract No.: Enter Contract #
Partial Acceptance Date: Enter Date	Contractor: Enter Name of Contractor	Contract Date: Enter Date
Description of part of project completed: Enter Description		Date Issued: Enter Date

PARTIAL ACCEPTANCE

The City will issue this Certificate of Partial Acceptance upon application therefor by the Contractor and upon a finding by the City that a unit or portion of the Project, such as a structure, utility service, or a section of road or pavement, has been satisfactorily completed in compliance with the Contract, relieving Contractor of further responsibility for that unit or portion of the Work. Partial acceptance shall in no way void or alter any terms or other obligations of ether party under the Contract.

TO: _____ **AND TO:** _____

(DEPUTY CITY MANAGER) **(CONTRACTOR)**

The Work performed under the Contract referenced above has been inspected by the undersigned authorized representatives of the City of Cherry Hills Village and Contractor, and the specified part of the Project, (as indicated above) is hereby declared to be satisfactorily completed in compliance with the Contract.

_____ _____

PROJECT MANAGER **DATE**

The CONTRACTOR accepts the above **Certificate of Partial Acceptance**.

_____ _____ _____

CONTRACTOR **AUTHORIZED REPRESENTATIVE** **DATE**

MAINTENANCE & UTILITY RESPONSIBILITIES

Cherry Hills Village	
Contractor	

EXHIBIT F*: *SPECIFICATIONS

The Specifications for this Project shall be the following:

I. REFERENCE STANDARDS

PART 1 - SUMMARY

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.

B. Standards listed herein are included in the Contract Documents by this reference, and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.

C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.

D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.

E. Inclusion of reference standards herein does not make the Engineer or Public Works Director an agent of the publishing agency, nor does it obligate the Engineer or Public Works Director to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS: General Conditions, Supplementary Conditions, and applicable provisions of other Division 1 sections apply to this section.

1.2.2 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
444 North Capital Street NW, Suite 225, Washington, DC 2001

M103 -	Mild to medium strength carbon-steel castings for general application
M105 -	Gray iron castings
M111 -	Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
M183 -	Structural steel
T166 -	Bulk specific gravity of compacted bituminous mixtures

AASHTO T11, "Material Finer Than 75- µm (No. 200) Sieve in Mineral Aggregate by Washing", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T19, "Bulk Density ("Unit Weight") and Voids in Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T27, "Sieve Analysis of Fine and Coarse Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T85, "Specific Gravity and Absorption of Fine and Coarse Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T96, "Standard Test Method for Measuring Los Angeles Abrasion", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T104, "Standard Test Method for Sodium and Magnesium Sulfate Soundness of Aggregate Samples", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T279, "Standard Test Method for Polishing of Pavement Surfaces Using the British Wheel", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T327, "Standard Test Method for Measuring Micro Deval of Aggregate Samples", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

3.1.2 AMERICAN CONCRETE INSTITUTE (ACI)
P.O. Box 19150, Redford Station, Detroit, MI 48219
(313) 372-9800

ACI 211.1 -- Standard practice for selecting proportions for normal, heavyweight, and mass concrete
ACI 211.2 -- Standard practice for selecting proportions for structural lightweight concrete
ACI 301 -- Specifications for structural concrete for buildings
ACI 304 -- Recommended practice for measuring, mixing, transporting, and placing concrete
ACI 304.2R -- Placing concrete by pumping methods
ACI 305R -- Hot weather concreting
ACI 306R -- Cold weather concreting
ACI 315 -- Details and detailing of concrete reinforcement
ACI 318 -- Building codes requirements for reinforced concrete
Note: Reference to ACI 318 may be limited by more stringent requirements of local building code
ACI 347 -- Recommended practice for concrete formwork
ACI SP-66 -- ACI detailing manual (synopsis)

3.1.9 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

ASTM A27 -- Specification for steel castings, carbon, for general application
ASTM A36 -- Standard specification for structural steel
ASTM A48 -- Specification for gray iron castings
ASTM A53 -- Specification for pipe, steel, black and hot-dipped, zinc-coated, welded and seamless
ASTM A82 -- Specifications for steel wire, plain, for concrete reinforcement.
ASTM A120-- Specification for pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses
ASTM A123 -- Specification for zinc (hot dipped-galvanized) coatings on iron and steel products
ASTM A185 -- Specifications for steel welded wire, fabric, plain, for concrete Reinforcement
ASTM A283 -- Specification for low and intermediate tensile strength carbon steel plates, shapes, and bars
ASTM A307 -- Specification for carbon steel externally threaded standard fasteners
ASTM A325 -- Specification for high-strength bolts for structural steel joints
ASTM A366 -- Specification for steel, carbon, cold-rolled sheet, commercial quality

ASTM A416 -- Specification for uncoated seven-wire stress-relieved steel strand for pre-stressed concrete
ASTM A421-- Specification for uncoated stress-relieved wire for pre-stressed Concrete
ASTM A446 -- Specification for steel sheet, zinc-coated (galvanized) by the hot-dip process, structural (physical) quality
ASTM A490 -- Specification for heat-treated, steel structural bolts,150 ksi (1035 mpa) tensile strength
ASTM A500 -- Specification for cold-formed welded and seamless carbon steel Structural tubing in rounds and shapes
ASTM A501-- Specification for hot-formed welded and seamless carbon steel structural tubing
ASTM A525 -- Specification for general requirements for steel sheet, zinc-coated (galvanized) by the hot-dip process
ASTM A526 -- Specification for sheet steel, zinc-coated (galvanized) by the hot-dip process, commercial quality
ASTM A536 -- Specification for ductile iron castings
ASTM A568 -- Specification for general requirements for steel, carbon and high-strength low-alloy hot-rolled sheet and cold-rolled sheet
ASTM A570 -- Specification for hot-rolled carbon steel sheet and strip, structural quality
ASTM A572 -- Specification for high-strength low-alloy columbium-vanadium steels of structural quality
ASTM A588 -- Specification for high-strength low-alloy structural steel with 50 ksi (345 Mpa) minimum yield point to 4 inches thick
ASTM A611 -- Specification for steel, cold-rolled sheet, carbon, structural
ASTM A615 -- Specification for deformed and plain billet-steel bars for concrete reinforcement
ASTM A663 -- Specification for steel bars, carbon, merchant quality, mechanical properties
ASTM A775 -- Specification for epoxy-coated reinforcing steel bars
ASTM B32 -- Specification for solder metal
ASTM B88 -- Specification for seamless copper water tube
ASTM B209 -- Specification for aluminum and aluminum-alloy sheet and plate
ASTM B221-- Specification for aluminum-alloy extruded bars, rods, wire, shapes, and tubes
ASTM C31 -- Methods of making and curing concrete test specimens in the field
ASTM C33 -- Specification for concrete aggregates
ASTM C36 -- Specification for gypsum wall board
ASTM C39 -- Test method for compressive strength of cylindrical concrete specimens
ASTM C42 -- Method of obtaining and testing drilled cores and sawed beams of concrete
ASTM C67 -- Method of testing brick and structural clay tile
ASTM C76 -- Specification for reinforced concrete culvert, storm drain, and sewer pipe
ASTM C79 -- Test method for gypsum sheathing board
ASTM C94 -- Specification for ready mixed concrete

ASTM C109 -- Test method for compressive strength of hydraulic cement mortars (using 2-inch or 50 mm cube specimens)
ASTM C110-- Methods for physical testing of quicklime, hydrated lime, and limestone
ASTM C136-- Method for sieve analysis of fine and coarse aggregates
ASTM C138-- Test method for unit weight, yield, and air content (gravimetric) of concrete
ASTM C140-- Method of sampling and testing concrete masonry units
ASTM C143-- Test method for slump or Portland cement concrete
ASTM C144-- Specification for aggregate for masonry mortar
ASTM C150-- Specification for Portland cement
ASTM C171-- Specification for sheet materials for curing concrete
ASTM C172-- Method of sampling fresh concrete
ASTM C173-- Test method for air content of freshly mixed concrete by the volumetric method
ASTM C207-- Specification for hydrated lime for masonry purposes
ASTM C231-- Test method for ----- content of freshly mixed concrete by the pressure method
ASTM C260-- Specification for air entraining admixtures for concrete
ASTM C270-- Specification for mortar for unit masonry
ASTM C309-- Specification for liquid membrane-forming compounds for curing concrete
ASTM C330-- Specification for lightweight aggregated for structural concrete
ASTM C425-- Specification for compression joints for vitrified clay pipe and fittings
ASTM C476-- Specification for grout for masonry
ASTM C478-- Specification for precast reinforced concrete manhole sections
ASTM C494-- Specification for chemical admixtures for concrete
ASTM C506-- Specification for reinforced concrete arch culvert, storm drain, and sewer pipe
ASTM C507-- Specification for reinforced concrete elliptical culvert, storm drain,
ASTM C578-- Specification for preformed, cellular polystyrene thermal insulation
ASTM C612-- Specification for mineral fiber block and board thermal insulation
ASTM C630-- Specification of water-resistant gypsum backing board
ASTM C641-- Test method for staining materials in lightweight concrete aggregates
ASTM C645 -- Specification for non-load (axial) bearing steel studs, runners (track), and furring channels for screw application of gypsum board
ASTM C665-- Specification for mineral fiber blanket thermal insulation for light frame construction and manufactured housing
ASTM C672-- Test method for scaling resistance of concrete surfaces exposed
ASTM C700-- Specification for vitrified clay pipe, extra strength, standard strength, and perforated
ASTM C726-- Specification for mineral fiber and mineral fiber, rigid cellular, polyurethane composite roof insulation board
ASTM C803-- Test method for penetration resistance of hardened concrete
ASTM C805-- Test method for rebound number of hardened concrete
ASTM C828-- Recommended practice for low-pressure air test of vitrified clay pipe lines

ASTM C834-- Specification for latex sealing compounds
ASTM C920- Specification for elastomeric joint sealants
ASTM C936- Specification for solid concrete interlocking paving units
ASTM D41 - Specification for asphalt primer used in roofing and waterproofing
ASTM D312- Specification for asphalt used in roofing
ASTM D422- Test method for particle size analysis of soils
ASTM D448- Specification for standard sizes of coarse aggregate for highway construction
ASTM D698- Test method for moisture density relations of soils and soil-aggregate mixtures using 5.5-lb. rammer and 12 inch drop
ASTM D1188- Test method for bulk specific gravity and density of compacted bituminous mixtures using paraffin-coated specimens
ASTM D1227- Specification for emulsified asphalt used as a protective coating
ASTM D1556- Test method for density of soil in place by the sand-cone method
ASTM D1557- Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb. rammer and 18 inch drop
ASTM D1559- Test method for resistance to plastic flow of bituminous mixtures
ASTM D1667- Specification for flexible cellular materials - vinyl chloride polymers
ASTM D1751- Specification for preformed expansion joint fillers for concrete paving and structural construction (non-extruding and resilient
ASTM D1752- Specification for preformed sponge rubber and cork expansion joint fillers for concrete paving and structural construction
ASTM D1784- Specification for rigid poly (vinyl chloride) (PVC) compounds and chlorinated poly (vinyl chloride) (CPVC) compounds
ASTM D1785- Specification for poly (vinyl chloride) (PVC) pipe, schedules 40, 80
ASTM D2000- Classification for rubber products in automotive applications
ASTM D2167- Test method for density of soil in place by the rubber-balloon method
ASTM D2172- Test method for quantitative extraction of bitumen from bituminous paving mixtures
ASTM D2178- Specification for asphalt glass (felt) used in roofing and waterproofing
ASTM D2216- Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures
ASTM D2241- Specification for poly (vinyl chloride) (PVC) plastic pipe (SDR-PR)
ASTM D2287 Specification for nonrigid vinyl chloride polymer and copolymer molding and extrusion compounds
ASTM D2487- Test method for classification of soils for engineering purposes
ASTM D2564- Specification for solvent cements for poly (vinyl chloride) (PVC) plastic pipe and fittings
ASTM D2729- Specification for poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D2855- Recommended practice for making solvent cemented joints with poly (vinyl chloride) (PVC) pipe and fittings
ASTM D2898- Accelerated weathering of fire-retardant-treated wood for fire testing
ASTM D2922- Test method for density of soil and soil-aggregate in place by nuclear method
ASTM D2950- Test method for density of bituminous concrete in place by nuclear Method

ASTM D3017- Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)
ASTM D3034- Specification for type PSM poly (vinyl chloride) (PVC) sewer pipe and fittings
ASTM D3909- Specification for asphalt roll roofing (glass mat) surfaced with mineral granules
ASTM D4253- Test method for maximum index density of soils using a vibratory table
ASTM D4254- Test methods for minimum index density of soils and calculation of relative density
ASTM D4318- Test method for liquid limit, plastic limit, plasticity index of soils
ASTM D4397- Specification for polyethylene sheeting for construction, industrial, and agricultural applications
ASTM E84 - Test method for surface burning characteristics of building materials
ASTM E96 - Test methods for water vapor transmission of materials
ASTM E136 - Test method for behavior of materials in a vertical tube furnace at 750°C
ASTM E283 - Test method for rate of air leakage through exterior windows, curtain walls, and doors
ASTM E329 - Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction
ASTM E331- Test method for water penetration of exterior windows, curtain walls, and doors by uniform static air pressure difference
ASTM E605 - Test method for thickness and density of sprayed fire-resistive material applied to structural members
ASTM E759 - Test method for effect of deflection of sprayed fire-resistive material applied to structural members
ASTM E760 - Test method for effect of impact on bonding of sprayed fire-resistive material applied to structural members
ASTM E761 - Test method for compressive strength of sprayed fee-resistive material applied to structural members
ASTM E859 - Test method for air erosion of sprayed fire-resistive material applied to structural members
ASTM F567 - Practice for installation of chain link fence
ASTM F679 - Specification for poly (vinyl chloride) (PVC) large diameter plastic gravity sewer pipe and fittings

ASTM E965-96, "Standard Test Method for Measuring Pavement Macrotexture Using a Volumetric Technique", American Society for Testing Materials, Vol. 04.03, *Road and Paving Materials; Vehicular-Pavement Systems.*

ASTM E1845, "Pratice of Calculating Pavement Macrotexture Mean Profile Depth", Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems.*

ASTM E 2157-01, "Standard Test Method for Measuring Pavement Macrotexture Properties Using the Circular Track Meter," Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems.*

ASTM D 2487-04, "Standard Test Method for Classifying Soils and Aggregates," ,Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems.*

ASTM D5624-02, "Standard Test Method for Determining the Transverse-Aggregate Spread Rate for Surface Treatment Applications", American Society for Testing Materials, Vol. 04.03, *Road and Paving Materials; Vehicular-Pavement Systems.*

3.1.3 AMERICAN WATER WORKS ASSOCIATION (AWWA):
6666 W. Quincy Ave., Denver, CO 80235
(303)794-7711
Specifications and Test Methods Specifically Referenced Herein.

3.1.4 Asphalt Institute, The Basic Asphalt Emulsion Manual, MS-19, 4th Edition, ISBN: 978193415456

3.1.5 Austroads Technical Report, Update of the Austroads Sprayed Seal Design Method, AP-T68/06, September 2006, ISBN 1 921139 65 X

3.1.6 Austroads Test Method AG:PT/T051 Average least dimension of aggregate by direct measurement (nominal size 10 mm and greater), June 2005.

3.1.4 COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)
4201 E. Arkansas Avenue, Denver, CO 80222
(303)757-9011
Standard Specification for Road and Bridge Construction, 1991 Edition. (Brown Book)

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)
5420 Old Orchard Road, Skokie, IL 60077
(312)966-6200
Design and Control of Concrete Admixtures.

3.1.6 DENVER WATER DEPARTMENT
1600 West 12th Avenue, Denver, CO 80254
(303)628-6000
Engineering-Standard

3.1.7 South African National Roads Agency, Ltd, Design and Construction of Surfacing Seals, *Technical Recommendations for Highways, TRH3 2007*, Pretoria, South Africa, pp 1-276.

3.1.8 TxDOT Designation: Tex-224-F, "Test Procedure for Determining Flakiness Index", Texas Department of Transportation Construction Division, December 2004.

II. TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.

B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by the Contractor.

C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK:

Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve the Contractor from providing all tests, which are indicated to be his responsibility, or from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY:

The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without the Engineers or Public Works Directors written consent.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

Contract Document # 00500, and applicable provisions of other Division 1 Sections apply to this Section.

1.2.2 REFERENCE STANDARDS:

Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents. A complete listing of applicable reference standards, including full name of publishing agency and date or number is contained in section 01091.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS:

All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

1.3.2 CODE COMPLIANCE TESTS AND INSPECTIONS:

Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.

1.3.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS:
Tests or inspections performed exclusively for the Contractor's convenience or information.

1.3.4 RE-TESTING:
Subsequent testing or inspections of the work or any portion of the work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.

1.4 SUBMITTALS:

1.4.1 TEST AND INSPECTION REPORTS:
Copies of all test and inspection reports will be promptly delivered by the testing and inspections agency directly to all interested parties as follows:

- City -- One copy
- Engineer -- Two copies
- Contractor -- Two copies

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

1.5.1 INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS:
Paid for by the Contractor.

1.5.2 CODE COMPLIANCE TESTS AND INSPECTION:
Paid for by the Contractor.

1.5.3 CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS:
Paid for by the Contractor.

1.5.4 ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS:
Paid for by the City if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by the Contractor.

1.5.5 RE-TESTING:
Paid for by the Contractor.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

3.1.1 ACCESS TO THE WORK:
Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations

where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

3.1.2 FACILITIES FOR TESTING:
Provide all necessary facilities required for testing and inspecting the work.

3.1.3 NOTIFICATION:
Notify the testing and inspections agency not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required.

3.2 TEST AND INSPECTION PROCEDURES:

3.2.1 GENERAL:
Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.

3.2.2 TAKING SPECIMENS:
Unless otherwise indicated, all specimens and samples for testing will be taken by the testing and inspections agency personnel, either at the source of the material or at the site for work in progress.

3.2.3 DELIVERY OF SPECIMENS:
Unless otherwise indicated, the agency's personnel will do pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory.

3.2.4 RE-TESTING:
When initial tests or inspections indicate non-compliance of the work or any portion thereof, the non-complying portion shall be removed, replace, or re-worked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

A. The City and the Engineer or Public Works Director reserves the right to require additional or alternative tests or inspections of materials or work for, which either has reason to believe, may not be in compliance with the requirements of the Contract Documents.

B. Payment for additional or alternative tests will be determined as provided herein above.

3.3 SCHEDULES:

3.3.1 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS:

A. The following schedule is included for information only, as a convenience to the Contractor, and is not intended to limit the number and type of tests to be performed by the testing and inspections agency.

B. Carefully examine the individual sections of these specifications for additional or complete quality control testing and inspections requirements. Failure to include any test or inspection in this schedule does not relieve the Contractor from the testing and inspection requirements contained in the individual sections of the specifications.

C. This schedule includes quality control tests and inspections only, which will be performed by the selected testing and inspections agency and paid for by the Contractor. Code compliance tests and inspections, Contractor's convenience tests and inspections, and additional or alternative tests and inspections requested by the City are not included.

III. TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 WORK INCLUDED:

Provide temporary utilities and miscellaneous temporary facilities required during construction, including installation, maintenance, and removal upon completion of the work.

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

Contract Document # 00500, and applicable provisions of other Division 1 sections apply to this section.

PART 2 - PRODUCTS

2.1 TEMPORARY CONSTRUCTION FACILITIES:

2.1.1 STORAGE STRUCTURES:

If necessary provides enclosed, weathertight storage facilities for materials and equipment, which require protection from the elements.

2.1.2 SANITARY FACILITIES:

Provide temporary toilet facilities for duration of work, for use by any and all employees engaged in the work. Comply with requirements of applicable codes, regulations, laws, and ordinances.

2.1.3 TRAFFIC BARRICADES/SIGNS:

A. Provide barricades, and signs as may be specified elsewhere within certain sections of the specifications, and as may be required by local code or authority and as required to maintain safety of workplace.

B. Maintain barricades, bulkheads, and other protective facilities in good condition throughout the term of the work. Remove at completion of the work and replace or repair all work damaged thereby. Repair or replace on a daily basis safety facilities or devices damaged or removed during the course of the work.

C. No other signs or advertising will be permitted on the job site.

2.3 OTHER TEMPORARY SERVICES:

2.3.1 CLEANING:

A. Provide daily sweeping and cleanup of dust, debris, litter, trash containers, and other items required to maintain a clean, orderly, and accessible site. Hauling of debris is required daily as a minimum.

B. Provide sweeping or cleaning of adjacent streets and walkways as required to prevent accumulation of mud, dust, or soil thereon from construction traffic and personnel.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TEMPORARY FACILITIES:

3.1.1 TEMPORARY STRUCTURES:
Maintain temporary offices, storage facilities, sanitary facilities, fire protection facilities, trailers, fences, barricades, and other structures in a neat, orderly appearance for the duration of the work.

3.1.2 REMOVAL OF TEMPORARY FACILITIES:
Remove temporary facilities and structures from the site as soon as practicable or when no longer required by the Contractor or subcontractors. Restore areas occupied by temporary facilities to like new condition, or to match surrounding areas.

PART 4 - MEASUREMENT AND PAYMENT

4.1 SUMMARY

4.1.1 No payment will be made directly for temporary facilities and controls, but will be considered as subsidiary obligation of the Contractor under the bid item requiring this work.

IV. CHIP SEAL SPECIFICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION:

1.1.1 The Contractor shall furnish all labor, equipment, materials, supplies, raised markers, signage, traffic control, and other incidentals necessary to provide an application of polymerized emulsified asphalt, cover coat aggregate, and a fog seal to an existing roadway surface that is satisfactory to the Engineer or Public Works Director at the locations specified. All workmanship and materials shall conform to the specifications contained herein.

1.1.2 RELATED WORK:

A. Testing and Inspection Services are specified in Section 01410.

B. Selective Demolition is Specification Section 02070

1.2 REFERENCES:

1.2.1 RELATED DOCUMENTS:

Contract Document # 00500, and applicable provisions of Division 1 Sections apply to this Section.

1.2.2 REFERENCES STANDARDS:

Comply with the requirements of the reference standards noted herein, except where more stringent requirements are listed herein or otherwise required by the Contract Documents. A complete listing of applicable reference standards, including full name of publishing agency and date or edition number, is contained in Section 01091.

1.3 SUBMITTALS:

1.3.1 SUBMITTAL PROCEDURES:

Refer to Section 01300.

1.3.2 CERTIFICATES OF COMPLIANCE:

The Contractor must submit from their Emulsion Suppliers Certificates of Compliance for all emulsions used on the project. Documentation will meet all test requirements as required for Table #1 on page 02575- 3

1.4 QUALITY ASSURANCE:

1.4.1 INSTALLER QUALIFICATIONS:

Chip seal installer shall have not less than five years experience on projects of similar size and scope.

1.4.2 TESTING AGENCY:

A. All sampling, testing, and inspections specified herein will be performed by an independent testing and inspection agency employed in accordance with the provisions of Section 01410.

B. Notify the testing and inspection agency not less than 24 hours in advance of work requiring testing or inspection services.

PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 Polymer Modified Emulsion

A. Emulsified Asphalt for Chip Seal shall be CRS-2P emulsified asphalt conforming to the requirements shown in Table 1.

B. Emulsified Asphalt for Fog Seal shall be CRS-2P emulsified asphalt conforming to the requirements shown in Table 1 diluted with 40% water for a 60 / 40 ratio or CQS-1HL Slurry Seal Emulsion.

Laboratory test results indicating conformance to Table 1 along with certifications from the supplier shall be provided to the City of Cherry Hills Village, after Notice of Award, for review. A minimum of 3 working days shall be allowed for the review. The asphalt may be rejected as directed by the Engineer or Public Works Director. Submittal shall be in a timely fashion such as not to delay the project.

Polymer Modified Emulsion : Cationic rapid set emulsified asphalt (CRS – 2P) shall be an emulsified blend of asphalt, water, emulsifiers, and polymers. The emulsion shall contain a minimum of three percent (3%) styrene butadiene rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bi-continuous polymer – asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsified asphalt shall conform to the following requirements:

TABLE 1

Test on Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50 C, sec, (a)	80	450	ASTM D244
Storage Stability Test, 24-h, % (a)		1	ASTM D6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate %	40		ASTM D6936
Particle Charge Test	Positive		ASTM D244
Sieve Test, % (a)		0.1	ASTM D6933
Distillation: (b)			
Oil Distillate, by Volume of Emulsion, %		0.5	ASTM D6997
Residue, %	70		ASTM D6997
Test on Residue (Colorado DOT CP-L 2212*(b)			
Softening Point, Ring & Ball, °C	57		ASTM D36
Penetration, 25 °C, 100g, 5s, dmm	60	110	ASTM D5
Ductility, 25 °C, 5 cm/min, cm	100		ASTM D113
Ductility, 4 °C, 5 cm/min, cm	45		ASTM D113
Solubility in Trichloroethylene, % (c)	97.5		ASTM D2042
Toughness, in-lb	110		CP-L 2210*
Tenacity, in-lb	75		CP-L 2210*
Elastic Recovery, 25°C, 20 cm, 5 min hold/1h,%	50		ASTM D6084(B)

Notes:

(1) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

(2) Distillation to 260 degrees C (§ 11 to 15) shall be the reference method for percent distillate and percent residue. Residue by hot plate evaporation at 205 + 5 degrees C (CP-L 2212) shall be the reference method to obtain material for tests on residue. Colorado DOT Procedure CP-L 2212 may be used for acceptance testing of percent residue.
(3) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado DOT test procedures.

The Contractor must submit Certificates of Compliance for all emulsions used on the project from all distributor truck loads. Documentation must meet all test requirements as required for Table #1. Based upon failing tests or incompatibility with the aggregate, the asphalt may be rejected at the Engineer's or Public Works Director's discretion. Any rejection shall not be cause to delay or increase the cost of the project. The Contractor must submit samples if requested by the City after award of the contract.

2.1.2 Cover Coat Material / Aggregate Chips:

The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious materials. All of the aggregate shall be crushed gray granite with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96.
The maximum amount of flat and elongated aggregate with a ratio of 3 :1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations.

TABLE 2 - AGGREGATE CHIP GRADATIONS / COVER COAT AGGREGATE (percent passing).

SIEVE SIZE	1/2 " Chip	3/8 " Chip	1/4 " Chip
½"	95 – 100	100	100
3/8"	0 - 60	95 - 100	100
¼"	0 – 10	0 - 35	95 -100
No.8	0 – 3	0 – 3	0 - 3
No.200	0 -1.2	0 1.2	0 – 1.2

The Contractor shall submit to the testing agency a one hundred (100) pound sample of the aggregate for testing. No work will be allowed until testing is completed and the results indicate compliance with Table 2. Results of the aggregate gradation analysis shall constitute the Project Aggregate Gradation (PAG). The Contractor may be allowed to submit samples for

testing after the notice of award is given. At the discretion of the Engineer or Public Works Director, the aggregate may be rejected if deemed unsuitable for the project. Any rejection shall not be cause to delay or increase the cost of the project.

The Contractor shall keep the aggregate moist, but not wet, while in the stockpile by use of light sprinkling. Aggregate shall not be delivered to the job site at moisture contents greater than two (2.0) percent by weight. The aggregates shall be from a single source and shall be the same as samples submitted for testing. Aggregate sources shall not change during the course of construction.

Aggregate which was previously applied and swept up as excess may be re-used provided the material meets requirements in Table 2. The Engineer or Public Works Director may reject any material based on visual observation or tests.

TABLE 3 – MATERIAL APPLICATION RATES

	1/2 " Chip	3/8 " Chip	1/4 " Chip
Diluted Fog Seal CRS-2P with water	.12 Gal / SY Minimum	.11 Gal / SY Minimum	.10 Gal / SY Minimum
CRS-2P Chip Seal Chip installation	.40 - .46 Gal / SY Minimum	.36 - .40 Gal / SY Minimum	.30 - .34 Gal / SY Minimum
Cover Coat Aggregates / Chip	25 lbs / SY Minimum	23 lbs / SY Minimum	20 lbs / SY Minimum

The specific Polymer Modified Emulsion Asphalt (CRS-2P) for chip placement, Diluted Fog Seal, and Cover Coat Aggregate (Rock Chips) application rates shall be determined using factors such as surface temperatures, air temperatures, shaded area's, traffic volumes, existing road conditions, road surface texture, adjoining drainage, and time of year. The Contractor based on field and application experience may alter the application rates due to changing weather and road conditions upon the approval of the City's Project Manager.

The following is the Chip Seal Application rate parameters that The City of Cherry Hills Village has established as Best Construction Application Practices.

$$B_d = \{[(Vf + Vt) * ALD] * EF * PF\} + A_s + A_e + A_{as} + A_{aa}$$

Each of these parameters is discussed below.

Basic Voids Factor, Vf

For traffic less than 500 vehicles per day per lane Figure 1 is used. For traffic greater than 500 vehicles per day per lane Figure 2 is used.

Adjustment for Aggregate Shape, Va

When Flakiness index is between 15 and 25 no adjustment is made. In the event aggregates are allowed with Flakiness Index greater than 25, an adjustment in accordance with that shown in Table 4 shall be used.

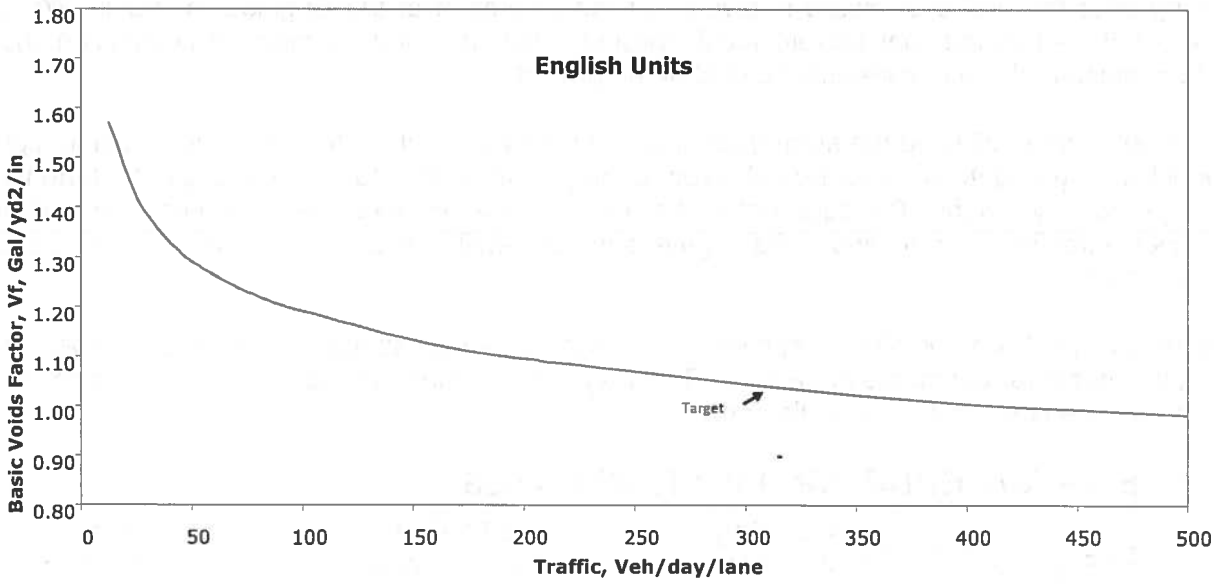


Figure 1. Basic Voids Factor Versus Traffic, (for 0 to 500 vehicles/lane/day)

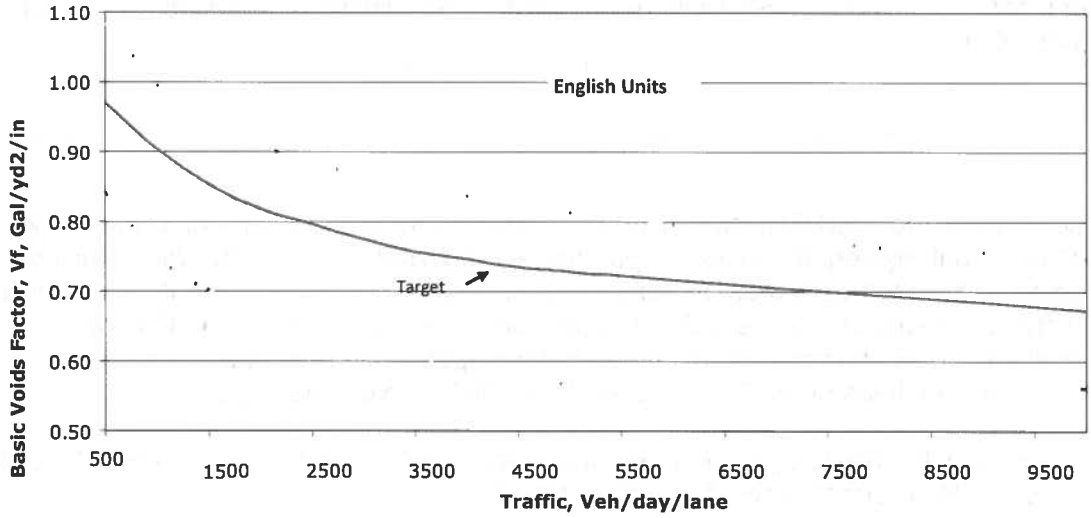


Figure 2. Basic Voids Factor Versus Traffic, (500 – 10,000 vehicles/lane/day)

Adjustment for Traffic, Vt

Adjustment for the type and character of traffic, Vt, shall be made in accordance with Table 4.

TABLE 4 - TRAFFIC ADJUSTMENT, VT

Traffic		Traffic Adjustment, Vt, gal/yd^2/in			
		Flat or Downhill		Slow Moving-Climbing Lanes	
		Normal	Channelized	Normal	Channelized
Overtaking lanes of multi-lane rural roads where traffic is mainly cars with HV <=10%		+0.056	0	0	0
Non-traffic areas such as shoulders, medians and parking		+0.112	0	0	0
EHV*, %	0-15	0	-0.056	-0.056	-0.112
	16-25	-0.056	-0.112	-0.112	-0.168
	26-45	-0.112	-0.168	-0.168	-0.224**
	> 45	-0.168	-0.224**	-0.224**	-0.281**

* Equivalent Heavy Vehicles, EHV, % = vehicles over 3.5 tons

** If adjustments for aggregate shape and traffic effects result in a reduction in Basic Voids Factor, Vf, of 0.224 gal/yd^2/in or more, special consideration should be given to the suitability of the treatment and the selection of alternative treatments. Note that a minimum Design Voids Factor, VF, of 0.56 gal/yd^2/in is recommended for any situation.

Average Least Dimension

The average least dimension, ALD, is as follows:

$$ALD, in = M / [1.139285 + (0.011506 \times FI)]$$

Where,

M = median size of the aggregate (in)
FI = flakiness index

Emulsion Factor

An emulsion factor is applied to the Basic Binder Application Rate (before allowances) when using asphalt emulsions.

The Basic Binder Application Rate for emulsions, B_{be}, is calculated as follows:

$$B_{be} = B_b \times EF$$

Where,

B_{be} = Basic Binder Emulsion Application Rate rounded to the nearest 0.2 gallons/yd^2

B_b = Basic Binder Application Rate, gallons/yd^2

EF = Emulsion Factor = 1.0 for emulsions with less than 67 percent residue and 1.1 to 1.2 for emulsions with residues greater than 67 percent.

Binder application rates are residual binder and do not include the water content of emulsion.

Polymer Modified Emulsion Factor

The application rate should be adjusted using the factor in Table 6 in accordance with the traffic volume.

Table 6. Polymer Modified Emulsion Factors

Traffic, veh/day/lane	PF
< 500	1.0
500 to 2500	1.1
> 2500	1.2

The Basic Binder Polymer Modified Emulsion application rate is calculated as follows:

$$B_{bpme} = B_b \times EF \times PF$$

Binder application rates are residual binder and do not include the water content of emulsion.

Correction Factors

Corrections should be considered to account for the following factors:

- texture of existing surface
- aggregate embedment into substrate
- binder absorption into the substrate
- binder absorption into the chip seal aggregate.

a. Texture of Existing Surface, A_s

The surface texture of the existing substrate may have some demand for emulsion and should be accounted for. This depends on the texture depth of the substrate, the type of substrate (existing chip seal, hot mix asphalt or slurry seal), and the size of cover aggregate to be applied. The correction ranges from 0 gal/yd^2 for chip seals over hot mix asphalt with texture depth no more than 0.1 mm to +0.11 gal/yd^2 for ¼-inch to 3/8-inch chip seals over a surface with texture greater than 2.9 mm. The correction to be used is shown in Figure 3.

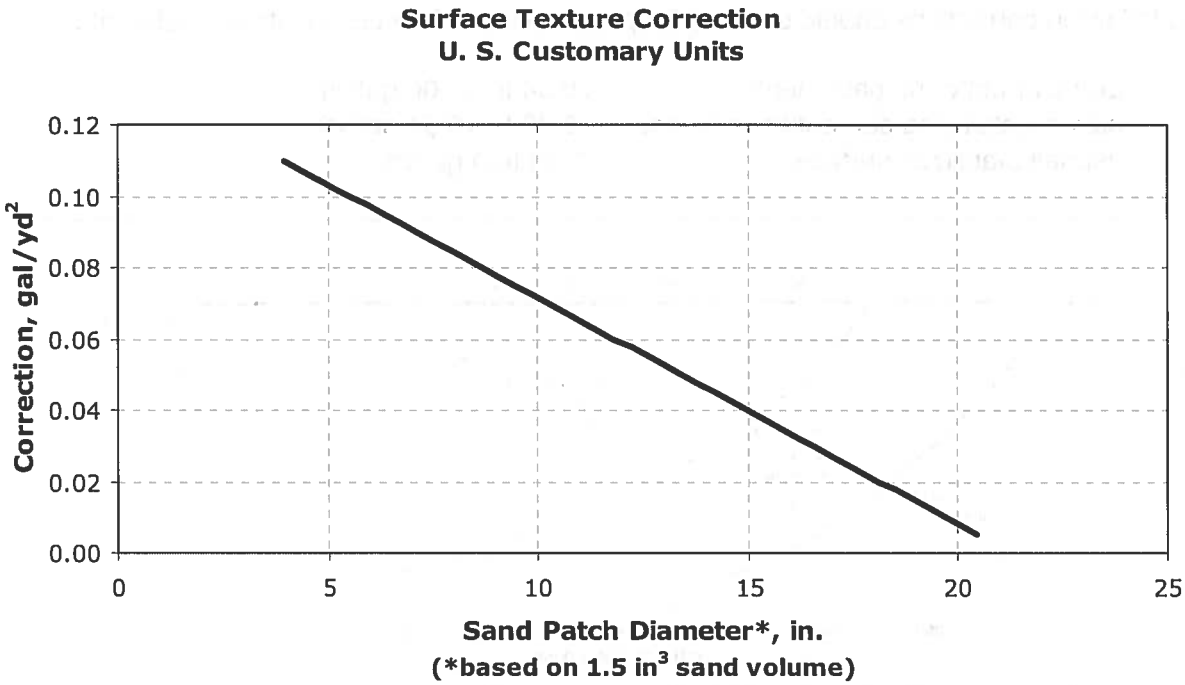


Figure 3. Correction Factor, A_s vs Sand Patch Diameter

The pavement texture shall be measured by the Sand Patch Test (ASTM E965).

This depth is reported as the mean texture depth (MTD) in millimeters, mm.

b. Embedment into Substrate, A_e

The embedment correction factor compensates for loss of voids in the chip seal under traffic due to chips being forced into the surface of the substrate. The depth of embedment depends on the volume and type of traffic and resistance of the substrate. The corrections shown in Figure 4 shall be used for results from the ball penetration test method. In this method a ¾-inch ball bearing is driven into the substrate surface with one blow of a Marshall compaction hammer. When ball penetration exceeds 3 mm, the pavement is considered too soft to chip seal.

c. Absorption of Emulsion into Substrate, A_{as}
The following corrections should be used for potential loss of emulsion into the substrate:

- granular unbound pavements +0.04 to +0.06 gal/yd^2
- pavements using cementitious binders +0.02 to +0.04 gal/yd^2
- asphalt stabilized surfaces -0.04 to 0 gal/yd^2

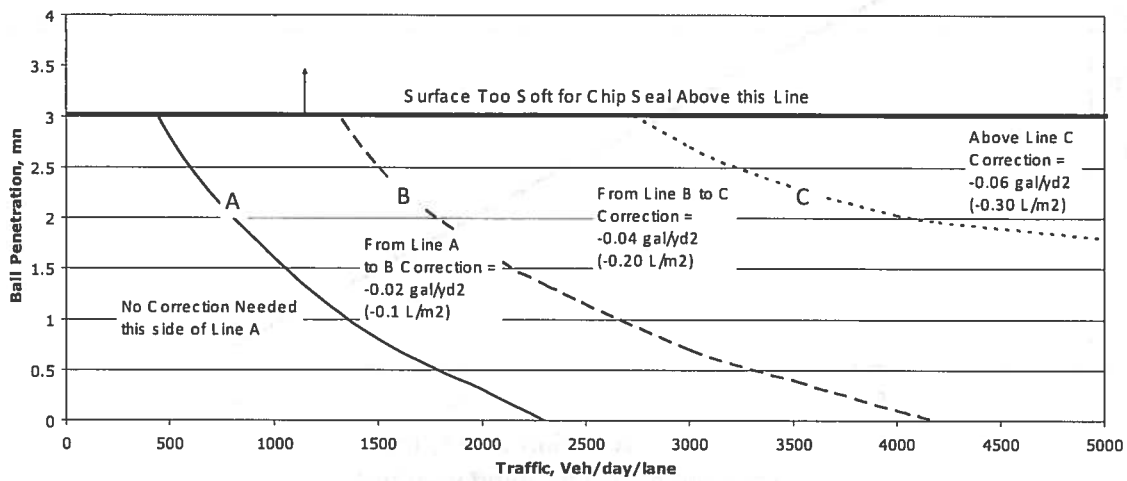


Figure 4. Correction Factors for Chip Penetration Into Substrate

d. Absorption of Emulsion into Aggregate Chips, A_{aa}
Absorption of emulsion into the chips requires a correction of +0.02 gal/yd^2 for each 1 percent water absorption.

An example of how to use the above design follows:

If,

Maximum Aggregate Size = ½ in.
Median Aggregate Size = 3/8 in.
Flakiness Index = 30%
Loose Unit Weight, W = 110 lbs/ft^3
Traffic = 1500 veh/day/lane, channelized, with Equivalent Heavy Vehicles, EHV%=16
Polymer Modified Emulsion binder with 70% residue
Sand Patch Diameter for Texture = 18 in.
Ball Penetration = 0.5 mm
Substrate is old chip seal with no expected absorption potential
Chip seal aggregate has 1% water absorption

Design Binder Application Rate is:

$$B_d = [(Vf + Va + Vt) * ALD] * [EF * PF] + A_s + A_e + A_{as} + A_{aa}]$$

Vf = 0.85 gal/yd^2/in., from Figure 2b,
Va = -0.028 gal/yd^2/in., from Table 8
Vt = -0.112 gal/yd^2/in., from Table 9

ALD = 0.328 in.
EF = 1.2, from Section 6.1.5
PF = 1.1, from Table 10
A_s = 0.02 gal/yd^2, from Figure 3a
A_e = 0, from Figure 4
A_{as} = 0, Section 6.1.7c
A_{aa} = +0.02 gal/yd^2, Section 6.1.7d

Bd = [(0.85 - 0.028 - 0.112) * 0.328 * 1.2 * 1.1] + 0.02 + 0 + 0 + 0.02) = 0.35 gal/yd^2

Aggregate Spread Rate = [ALD, in * W, lbs/yd^3] / 25.27, from Section 6.2
= 0.328 * 110 * 27/ 25.27 = 38.5 lbs/yd

The specific emulsion and application rate to be used for each area will be determined by the Engineer or Public Works Superintendent.

Aggregate Application Rate

The aggregate application rate is determined based on ALD, traffic volume and chip size.

The aggregate spread rate for 3/8-in. and larger chips depends on the traffic.

a. Pavements with less than 200 vehicles/day/lane are calculated as follows:

Aggregate Spread Rate, lbs/yd^2 = [ALD, in. * W] / 27.08

where,
W is loose unit weight, lb/yd^3

b. Pavements with more than 200 vehicles/day/lane:

Aggregate Spread Rate, lbs/yd^2 = [ALD, in. * W] / 25.27

The range of spread rates for 3/8-inch and smaller chips depends on whether there are one or two layers of chips placed. It ranges from 0.104W to 0.093W for a single layer to 0.089 W to 0.072W for two layers.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS:

3.1.1 PROJECT START AND COMPLETION DATES:

No construction can start until the beginning of the last week in May. All construction must be completed by the end of the first week in September. **No Exceptions.**

3.1.2 WEATHER LIMITATIONS:

No construction shall take place until the air and pavement surface temperatures reach sixty-five degrees (65°) F and are expected to reach seventy-five degrees (75) within one hour. Seventy-five degrees (75) is preferred. All construction must stop if air or surface temperatures drop below sixty five degrees (65) or is forecast to do so within the next two (2) hours. No construction shall take place when the pavement is moist, or when, in the opinion of the City's Project Manager, the weather is or may become detrimental. Detrimental weather is defined as possible approaching storms, rain showers, hail, cool temperatures, moist pavement, windy conditions, or other factors which could affect the performance of the construction. If weather conditions permit, Fog Sealing Operations may be permitted by the City's Project Manager during the hours of darkness. No other construction operations (chip placement) may occur during night time hours.

3.1.3 EQUIPMENT:

The minimum equipment required to apply a chip seal shall include two sweepers, two like emulsion distributors, one self-propelled aggregate spreader, three pneumatic tired rollers, four aggregate (chip) haul trucks, one (minimum 2 ½ yard) front end loader and other incidental equipment necessary to complete construction in a timely and efficient manner. This equipment shall be denoted as a unit spread and shall be the minimum equipment allowed. Additional unit spreads shall be allowed. Additional distributors, aggregate spreaders, etc., shall be allowed as back-up only and shall not be used without the written approval of the Engineer or Public Works Director. The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory (fluid leaks, poor performance, excessive break downs, etc.) for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the minimum requirements listed in the following section:

a) Sweepers. The sweepers used shall be either a rotary power sweeper or vacuum designed sweepers (8 yard minimum capacity) having only negative air pressure at the road surface with air pressure at the intake rated at 46 inches of negative water pressure, capable of removing excess aggregate and debris including caked mud and other deleterious materials from the project limits. In addition, the Contractor may be required to clean the surface of the pavement. The Contractor shall use a rotary wet cleaning street sweeper if dry sweeping doesn't clean the pavement to the Engineer's or Public Works Director's satisfaction. All sweepers used on the project must meet all applicable U.S. Environmental Protection Agency Standards.

b) Distributors. The distributors used for this project shall be capable of providing a uniform application rate varying from one-fifth (0.5) to one- (1.00) gallons per square yard of emulsion uniformly over a variable width up to twenty (20) feet in a single pass. The uniformity of the distributor shall not vary by more than two-hundredths (0.02) gallons per square yard and testing by the Contractor may be required to verify the uniformity. The distributor shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred (100) percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four (4) inches adjacent to the second pass may be left with fifty (50) percent coverage so that the next pass completes the full application rate specified. The distributors shall be self powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion tank. Calibration records may be required prior to start of the project or at any point of the project if requested by the City.

c) The Aggregate (Chip) Spreader. The aggregate spreader shall be self-propelled and supported by at least four (4) pneumatic tires on two (2) axles and shall be capable of applying aggregates at rate of five (5) to fifty (50) pounds per square yard in a uniform manner across variable widths up to twenty (20) feet. The uniformity of the aggregate spreader shall be less than or equal to one (1.0) pound per square yard. Before the project begins field tests shall be run on the aggregate spreader to determine the uniformity of the spread using the specified aggregate gradation for this project. The tests shall be performed by the Contractor and results submitted to the Engineer or Public Works Director for approval prior to use of the spreader on the project.

d) Rollers. Three (3) pneumatic tired rollers shall be used. The rubber tired rollers shall have a gross load adjustable to apply 200 – 350 pounds per square inch of rolling width. Tire pressure shall be specified for pneumatic tired rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. Maximum speeds of the rolling operations shall be between 7 and 10 miles per hour.

e) Aggregate Haul Trucks. The Contractor must have a minimum of four (4) haul trucks on the project. Haul trucks must have a minimum capacity of ten (10) cubic yards each. Haul trucks must meet all DOT Standards in order to operate on City streets. Haul trucks must follow all Traffic Control Laws.

f) Front End Loader. The Contractor must provide a satisfactory operating front end loader with a minimum of a 2 ½ yard bucket for loading haul trucks and stockpiling new and used aggregate materials at the designated staging area. The City will not provide a back up loader.

3.1.4 EQUIPMENT CALIBRATIONS:

The following are Asphalt Distributor and Chip Spreader Equipment Calibration rate Parameters that the City of Cherry Hills Village has established as Best Construction Application Practices.

3.1.4.1 Asphalt Distributor

Nozzles to be used in the asphalt distributor must be calibrated prior to arrival on the project. The number designation of the nozzle should be checked for flow rate against the published flow rate of the manufacturer using a laboratory flow bench. This procedure is described in the published literature (Shuler 1990, Shuler 1998). Nozzles used in the spray bar should be checked as a group. Nozzles deviating by more than 10 percent of the average flow rate of the group should either be discarded, replaced or corrected to allow flow that conforms to the average flow rate.

Nozzles that are calibrated to provide uniform lateral flow must be re-installed in the spray bar following manufacturer's recommendations and assuring that each nozzle is aligned at the correct angle to provide desired spray overlap. Nozzle angle can usually be adjusted using the wrench provided by the distributor manufacturer, an adjustable wrench or appropriate size open end wrench. Nozzle angle usually ranges between 15 and 30 degrees.

After the nozzle angle is set properly, the height of the spray bar must be adjusted. If the bar is not set to the proper height, an excess or lack of emulsion will form ridges or streaks on the pavement as depicted in Figure 5.

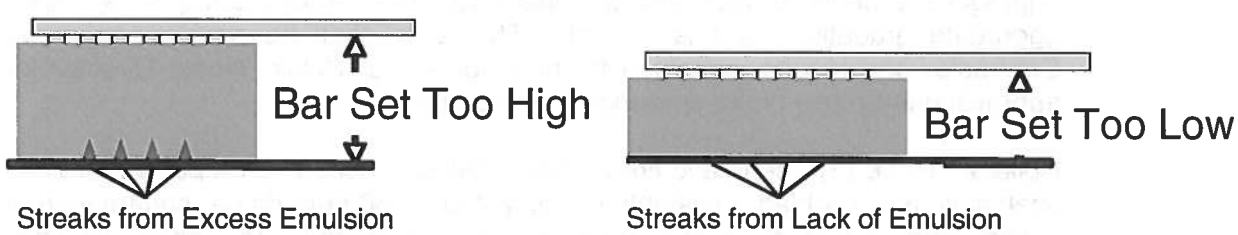


Figure 5. Streaks Caused by Incorrect Bar Adjustment

This adjustment process is accomplished by shutting off the appropriate nozzles to determine where the spray pattern contacts the pavement as shown in Figure 6. Every other nozzle should be turned off for a double lap application and two nozzles should be turned off for every one that is left on for a triple lap application. The distributor operator should spray emulsion onto the pavement surface for as short an interval as possible while an observer watches where the emulsion hits the pavement from each nozzle left open. Emulsion overlaps indicate the bar is too high and a gap indicates the bar is too low. Note that the bar will rise as the distributor empties during spraying but this rise does not usually cause significant streaking that requires spray bar adjustment.

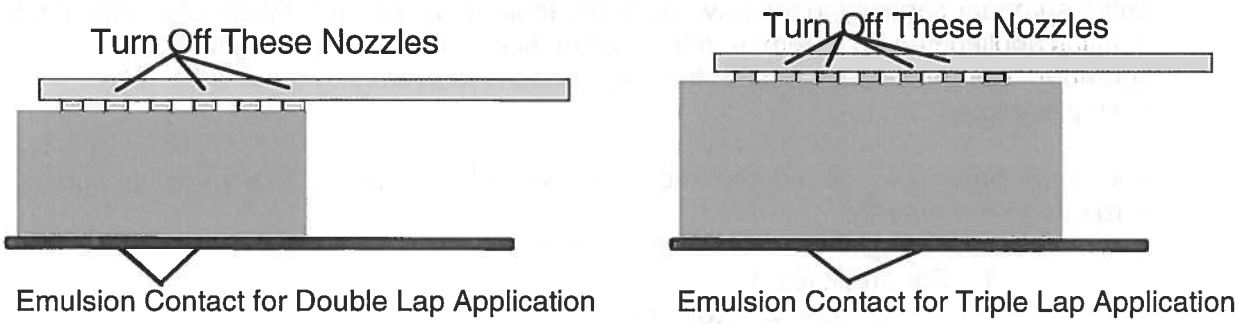


Figure 6. Obtaining No Streaking for Double and Triple Lap Application

Uniformity of lateral flow from the spray bar should be determined by collecting a measured volume of emulsion in containers placed under each nozzle. This process can be done using standard 6-inch by 12-inch concrete cylinder molds lined with one-gallon freezer bags (Shuler 1991). One bag is positioned under each nozzle and emulsion is sprayed into the lined cans until approximately 75 percent full. Flow is then stopped and each lined can is weighed. The weight of each lined can should be within 10 percent of the average for all of the nozzles. Any nozzles that deviate from this should be replaced and the test rerun. The cylinder molds can be re-used and the bags with the contents discarded appropriately.

Longitudinal calibration of the distributors is done by measuring the volume of the distributor before spraying and after spraying 70 to 90 percent of the distributor volume. Using the dip stick supplied with the distributor the volume sprayed can be determined. The longitudinal spray rate can then be calculated by determining the area sprayed. This value should then be compared to that displayed by the distributor computer, if equipped, to evaluate computer accuracy; if the rate applied differs from design by more than 5 percent corrective action should be taken and the calibration rerun. This calibration should be made each day. The following is an example of such a calibration:

Assuming:

1800 gallon capacity asphalt distributor, 12 foot wide spray width, Trial spray distance = 4630 feet, 0.32 gallon/yd^2 design spray rate, dipstick reading beginning of shot = 1765 gallons, dipstick reading end of shot = 185 gallons

1. Check volume shot. 1765-185=1580 gallons
   a. 1580/1765 = 89.5 percent >70% and <90%. *OK*
2. Calculate spray rate = 1580 gallons / (12 ft x 4630 ft/9 ft^2/yd^2) = 0.26 gallons/yd^2
   a. 0.32 – 0.26 = 0.06 gal/ yd^2 which is greater than 5 percent of the difference between the actual spray rate and the design.
3. Therefore, make adjustments to distributor speed or spray bar until the rate applied is within 5 percent of 0.32.

3.1.4.2 CHIP SPREADER

The chip spreader should be checked for uniform application both laterally and transversely. Lateral distribution shall be checked using ASTM D5624, "Standard Test Method for Determining the Transverse-Aggregate Spread Rate for Surface Treatment Applications," (ASTM D5624). Once accomplished and any spreader gates have been adjusted for variations, the longitudinal spread rate can be measured by applying the

entire spreader capacity to the pavement and measuring the application rate. The mass of chips applied can be determined from weigh tickets of trucks loading the chip spreader. Conduct the calibration for three trucks and averaging the results. An example follows:

For 12 ton capacity tandem dump trucks, 12 foot wide pavement, 28 pounds per square yard design spread rate

1. For Truck No. 1
    a. Load = 23,803 lbs
    b. Spreader distance = 213 feet
    c. Rate = 23,803/213x12/3 = 27.9 lbs/yd^2
2. For Truck No. 2
    a. Load = 23,921 lbs
    b. Spreader distance = 211 feet
    c. Rate = 23,921/211 x 12/3 = 28.3 lbs/yd^2
3. For Truck No. 3
    a. Load = 23,848 lbs
    b. Spreader distance = 213 feet
    c. Rate = 23,848/213 x 12/3 = 28.0 lbs/yd^2
4. Average Rate = (27.9 + 28.3 + 28.0) / 3 = 28.1 lbs/yd^2
5. No adjustment needed (measured rate is within 1 percent of design)

Compensation for moisture on chips must be taken into account when calibrating chip spreaders.

3.2 CONSTRUCTION:

3.2.1 SURFACE PREPARATION:

The substrate pavement must be clean before commencing chip seal operations. Dust and debris on the surface must be removed by power brooms. Pick-up type brooms should be used in urban areas to avoid spreading surface contaminants onto adjacent properties. Push brooms may be used in rural areas when spreading excess chips onto shoulders does not impact property owners. The surface of the substrate pavement should be damp to dry. A damp surface is acceptable as long as moisture is present only in surface aggregate voids and is not present as free moisture between aggregates.

3.2.2 ENVIRONMENTAL CONDITIONS:

The pavement temperature for chip seal operations should be a minimum of sixty-five degrees (65 F) with little or no wind. Seventy-five degrees (75 F) is preferred. However, chip seal operations may commence before the pavement temperature reaches seventy-five degrees (75F) as long as pavement temperatures are expected to be seventy-five degrees (75F) and rising within 60 minutes after commencing work.

Wind speeds in excess of 20 mph transverse to the pavement alignment can blow asphalt emulsion onto opposing traffic on two lane facilities, therefore chip seal operations should be avoided under these conditions.

Chip seal operations should not be pursued or cancelled if rain is threatening. A rain storm could wash asphalt emulsion onto concrete gutters or into roadside ditches. Heavy rain can float aggregate and plug storm drains resulting in flood damage.

Ambient air temperatures in excess of 110F with the sun shining or with moderate winds can cause emulsified asphalts to form a 'skin' on the surface such that the emulsion does not set adequately. This situation may require the spread of chips closer to the distributor to obtain proper embedment. However, high air temperatures may lead to lower viscosity emulsion residue resulting in higher potential for pick up on rubber tire rollers. Increasing the demulsibility of anionic emulsions may help remedy this situation (Shuler 1991).

There is anecdotal evidence to support limiting the season for chip sealing so construction does not occur when there may be periods of cool to cold weather after the chip seal is completed. The City of Cherry Hills Village will only allow construction of the project to run from the beginning of the last week in May until the end of the first week in September. **No Exceptions.**

3.2.3 APPLICATION OF ASPHALT EMULSION:

The application of the emulsion shall be performed by the distributor in a manner to achieve a uniform, continuous spread of emulsion over the section treated and within the limitations of the weather. The temperature of the emulsion applied shall be 160 F□ +/- 20 F. The quantity of emulsion applied shall be as specified herein or as directed by the Engineer's or Public Works Director's discretion.

Manholes, water valves, concrete curb and gutter pans, adjoining driveways, adjoining landscaping, and other features within the construction zone specified which are not to be treated with the chip seal shall be protected. A clean line shall be maintained adjacent to untreated features. The manner of protection shall be either construction or roofing paper or use of loose aggregate applied to the feature prior to the application of emulsion.

If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Hand applicators shall be on-site and ready to repair deficient areas continuously during the operation. Repairs shall be made immediately after deficiencies are noted and prior to the application of aggregate. At no time shall water or solvents of any kind be used to repair deficient areas. The emulsion application shall be no more than thirty (30) feet ahead of the aggregate spreader at all times during construction. The width of the spread shall be no greater than the width of the aggregate spreader except where additional passes are required the emulsion may be extended four (4) inches beyond the aggregate spread at a fifty (50) percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled. After completion of the spread or during repairs or normal work stoppages, the distributor shall be parked off the roadway and the spray bar shall be protected from spillage on public or private property by use of construction paper.

3.2.4 APPLICATION OF AGGREGATE CHIPS:

The aggregate shall be applied following the emulsion application by the approved aggregate spreader at the application rate specified herein or as specified by the Engineer or Public Works Superintendent. Some experimentation is necessary to estimate the proper timing, which can be accomplished during the first distributor application. In many cases, changes in environmental conditions during construction will require this test be repeated during the day because humidity, chip moisture, emulsion properties and ambient air temperature affect the adhesive quality of the emulsion.

The aggregate spreader shall be calibrated by the Contractor to achieve the design application rate beginning at the start of work in an area not covered by emulsion and the results shall be transmitted to the Engineer or Public Works Director within 4 hours of the completion of each test.

The moisture content of the aggregate shall not exceed two (2.0) percent by weight at the time of application. Moisture shall not be added to the aggregate at any time during the construction operations. Moisture may be added in the stockpile by light sprinkling provided the moisture content does not exceed two (2.0) at the job site. Dust covered aggregates shall be rejected at the discretion of the Engineer or Public Works Director.

The spreader shall be positioned such that the tires of the unit never contract the uncoated emulsion. The spreader shall be positioned such that the emulsion does not have time to break, cure, chill or harden before the aggregate is place and rolled and shall be within thirty (30) feet of the distributor. The width of the aggregate spread shall be equal to the width of the emulsion spread, except where additional passes are required for an adjacent lane. The aggregate spreader shall not cover the outside four-(4) inches of emulsion, which has been applied at a fifty- (50) percent application in multiple-pass sections of roadway. At the discretion of the Engineer or Public Works Director, the application rate of the aggregate may be altered at any time during the construction operations.

The clean-up crew in a manner approved by the Engineer or Public Works Director shall cover areas, which are deficient in aggregate, immediately with additional material. Aggregate shall not be applied after rolling has commenced, except as directed by the Engineer or Public Works Director. The clean-up crew shall consist of at least two persons, a truck, aggregates, crusher fines, hot emulsion and means of applying emulsion and shall quickly repair any areas which are deficient or unsatisfactory to the Engineer or Public Works Director. The clean-up crew shall be responsible for: 1) placement and pickup or protection materials for manholes, water valves, adjoining driveways, adjoining landscaping, etc.; 2) application of additional emulsion, aggregate, or fines necessary; 3) clean-up of excess emulsion, aggregates or other materials; 4) general job site cleanliness; and 5) other duties necessary to maintain operations as directed by the Engineer or Public Works Director.

Sweeping shall not precede the application of emulsion by more than sixty (60) minutes. The Contractor shall be responsible for all measures required to provide a thoroughly clean and dry pavement surface including sweeping and washing. The Contractor shall observe the condition of the pavement prior to bidding to determine the work necessary to provide a clean, dry pavement for construction and shall include the work necessary in his bid.

3.2.5 ROLLING:
Initial rolling shall begin immediately after the aggregate spreader. A minimum of three-(3) pneumatic tired rollers shall be used. A minimum of three (3) complete passes of the roller shall be required. Rollers shall work in tandem and shall overlap fifty (50) percent. Initial rolling shall be completed within twenty (20) minutes after the application of the aggregate and before the emulsion breaks. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operation shall be seven to ten (7 - 10) miles per hour.

3.2.6 SWEEPING:
Within twenty-four (24) hours of curing, excess aggregate shall be swept from the roadway and adjacent areas. Sweeping may occur sooner when the chip seal will allow it without displacement of the embedded chip. This decision can be determined in the field by the Contractors Project Manager. The City's Project Manager may override this decision if damage is occurring (excessive loss of embedded chips) to the new roadway.

3.2.7 VEHICULAR TRAFFIC UNDER TRAFFIC CONTROL
Vehicular traffic MAY be allowed on the newly chipped roadway immediately after all initial rolling is completed. This decision can be determined by the Contractors Project Manager. All vehicular traffic should be controlled at low speeds (20 mph or less) with signage, flaggers, or pilot cars until initial sweeping can be completed. If speeds cannot be controlled at this speed, traffic should not be allowed on the new chip sealed roadway until final sweeping is complete. All traffic control applied shall follow all MUTCD (Manual on Uniform Traffic Control Devices for Streets and Highways).

3.2.8 REMOVING TRAFFIC CONTROL
Appropriate traffic control must be maintained until all chip spreading, rolling, sweeping, and fog sealing operations are completed. All traffic control applied during all stages of the project must follow all MUTCD guidelines.

After three (3) days of curing, excess aggregate shall be swept from the roadway and adjacent areas and disposed of in a manner approved by the Engineer or Public Works Director.

The Contractor at no cost to the project shall perform all repairs necessary.

3.2.9 FOG SEAL
After sweeping, a fog seal (if Alternate is awarded) consisting of CRS-2P, diluted 40 % with water for a 60/40 ratio shall be applied between 0.08 to 0.15 gallons per square yard in accordance with Table 3 and be protected from traffic to avoid tracking while curing, but shall be able to support traffic without tracking within two hours.
The Contractor must take every precaution (signage, flaggers, traffic cones, roofing paper, etc,) to prevent fog seal from tracking into driveways, tacking to cars, over

spraying of landscapes and adjoining concrete structures etc.. The Contractor will be expected to leave breaks or skips of Fog Seal at all intersections that require traffic flows to cross. After one side of the intersection has cured the other side of intersection can be completed later. Appropriate traffic control must be maintained until both sides of the intersection can be opened. The City will not be responsible for any damage to vehicles or private property due to tracking of uncured fog seal.

3.3 QUALITY CONTROL

The following are testing methods established by the City of Cherry Hills Village to be conducted by the Contractor during construction to insure the highest Quality of product to the City.

3.3.1 AGGREGATE GRADATION

Gradation analysis must be completed before construction begins, and every 100 tons thereafter. Aggregate gradation shall not deviate from the project aggregate gradation (PAG) by more than the following tolerances:

Sieve	Tolerance, +/-, %
¾	5
½	5
3/8	4
No. 4	3
No. 8	1
No. 200	0.5

If gradation analysis indicates the above tolerances have been exceeded, construction shall cease until aggregate gradation is adjusted and within tolerances.

3.3.2 CHIP SEAL MOISTURE CONTENT

The moisture content of the chip seal should be measured at the beginning and the end of the day for determining when sweeping can occur and when traffic control can be removed. Moisture content can be determined by complete moisture evaporation from the chips using a forced draft oven or a microwave oven. By weighing the chips before and after removing moisture, the moisture content, w, can be determined as follows:

$$w, \% = \frac{\text{Wet Weight} - \text{Dry Weight}}{\text{Wet Weight}} \times 100$$

The above value can be used to determine chip moisture. The moisture content of the emulsion can be obtained from the certificate of compliance from the emulsion supplier. The total moisture in the chip seal is therefore, the moisture content of the aggregate chips plus the moisture content of the emulsion. To determine when sweeping can occur the total chip seal moisture content in one square yard of chip seal must be known. Therefore, emulsion and aggregate chip application rates can be used to determine the amount of moisture in one square yard as follows:

C_w = Moisture content of aggregate chips, lbs/sq-yd = Spread rate, lbs/sq-yd * moisture content, % (expressed as decimal)

E_w = Moisture content of emulsion, lbs/sq-yd=Spread rate, gals/sq-yd * water content, % (expressed as decimal) *8.33

Total Chip Seal Moisture Content, lbs/sq-yd , $T_w = C_w + E_w$

3.3.3 EMBEDMENT DEPTH MEASUREMENT DURING CONSTRUCTION

The embedment depth of the chips in the emulsion shall be measured after rolling initial sweeping. This is done by spreading a volume of 50 cm^3 of glass beads over the surface of the embedded chips and measuring the diameter. During the chip seal design the relationship between glass bead diameter and aggregate embedment is determined. During construction the glass beads are spread on the pavement and the diameter measured. Embedment is then determined using the relationship between glass bead diameter and embedment from the design measurements. Embedment during construction shall be within 5 percent of that determined during design.

3.3.4 FIELD VISCOSITY

The viscosity of the emulsion from every distributor shall be measured using a Wagner flow cup. Flow times of 20 to 70 seconds at 85 to 150F for a 6 mm orifice or 10 to 60 seconds at 85 to 140F for a 7.5 mm orifice are acceptable.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Chip seal application will be paid for by the square yard of street surface properly seal coated and accepted by the Engineer or Public Works Director. The Contractor shall supply the Engineer or Public Works Director with aggregate weight tickets and emulsion delivery tickets. Such tickets will serve as a check on the application rate. The bid item, a chip seal, shall include furnishing, storing, weighting, heating, hauling, distributing, rolling, sweeping and maintaining the bituminous and cover coat materials, including all labor, requirement, tools, materials and incidentals necessary to complete the work.

4.2 Fog seal (if awarded) will be paid for under the bid item per square yard of a fog seal, which price shall include all labor, materials, equipment, tools, equipment, hauling, distributing and incidentals necessary to complete the work.

4.3 Traffic Control will not be paid for separately but will be considered as incidental to the bid items requiring this work.

4.4 Quality assurance testing and inspections will not be paid for separately but will be considered incidental to the bid items requiring this work.

REFERENCES

Shuler, S. 1998. Design and Construction of Chip Seals for High Traffic Volume. *Flexible Pavement Réhabilitation and Maintenance.* ASTM Special Technical Publication (STP) Number 1348. American Society for Testing and Materials.

Shuler, S., 1990, Chip Seals for High Traffic Pavements, *Transportation Research Record, Chip Seals, Friction Courses, and Asphalt Pavement Rutting 1990,* Transportation Research Board of the National Academies, Vol. 1259, Washington, D.C., pp 24-34

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 8c

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: CITY CLERK LAURA SMITH

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH ARAPAHOE COUNTY FOR A 24 HOUR BALLOT DROP-OFF BOX

DATE: APRIL 19, 2016

Issue:
Shall the City Council approve an Intergovernmental Agreement (IGA) with Arapahoe County to install a 24 hour ballot box free of charge to the City?

Discussion:
Arapahoe County has offered to install a 24 hour ballot box at the Village Center. The box would be located outside of the Village Center and be secured to concrete. The box would be monitored by 24 hour video surveillance recording system. The County would be responsible for all installation and maintenance of the ballot box and video surveillance system. The County would fund the entire cost for obtaining, installing and maintaining the ballot box and video surveillance system. The County would work with City staff to determine the best location for the ballot box and video surveillance system.

The County is required by State Statute to run the video surveillance system from 60 days prior to and 30 days following an election.

Currently the City receives ballot boxes from the County for elections run by the County, including coordinated elections with the City. Ballots boxes are kept under City staff observance during business hours, and secured in a locked office after business hours. Additionally staff is required to be present on the Saturday before elections and from 7am to 7pm on Election Day in order to receive ballots. The installation of the 24 hour ballot box would remove the requirement for extra staff time on the Saturday before elections and early and late hours on

Election Day, as well as increase convenience for Village residents and other Arapahoe County voters by extending the hours during which ballots may be dropped off throughout an election.

Staff contacted other municipalities that have 24 hour ballot boxes. The City of Aurora reported that they have had no issues with their box. It is only open during election time and the slot is just big enough for a ballot so they do not often get other things put into the box. The County comes out at least once a day during elections to collect ballots and returns any bills or other mail to the City as necessary. Voters are very appreciative of the box. The City of Englewood and City of Centennial also reported great success and no problems with their 24 hour ballot boxes.

If approved, staff will work with the County to install the ballot box and video surveillance system in time for the primary election.

Budget Impact Statement:
The only new cost to the City for this project would be the electricity needed for the video surveillance recording system. However staff believes that this cost would be more than offset by the reduction in extra staff time on the Saturday before elections and early and late hours on election day.

Staff Recommendation:
Staff recommends approval of the IGA with Arapahoe County to install a 24 hour ballot box.

Recommended Motion:
"I move to approve the Intergovernmental Agreement with Arapahoe County to install a 24 hour ballot box free of charge to the City."

Attached:
Exhibit A – IGA with Arapahoe County

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into effective the ____ day of ___, 2016, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a political subdivision of the State of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado (the "County") and the CITY OF CHERRY HILLS VILLAGE, a home rule municipal corporation of the State of Colorado, whose address is 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 (the "City") (individually as the "Party" or together referred to as the "Parties").

WHEREAS, the County conducts election services throughout Arapahoe County; and

WHEREAS, to better serve its citizens and to implement HB13-1303 the County desires to install additional mail ballot drop-off boxes at locations throughout Arapahoe County; and

WHEREAS, pursuant to 8 Colorado Code of Regulations Sec. 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, the County and City have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at one of the City's locations and mutually agreed that the County will install a mail ballot drop-off box and video security surveillance recording system at the City of Cherry Hills Village, located at 2450 E. Quincy Avenue, Cherry Hills Village, Colorado 80113 at a specific location to be determined by the City (the "Premises"); and

WHEREAS, the County will provide, install and maintain a mail ballot drop-off box and a video security surveillance recording system (the "Improvements"); and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203 (2004).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Site Location. The City hereby grants to the County a revocable non-exclusive license to use, in common with other licensees and the City, a certain portion of the Premises to install and maintain a mail ballot drop-off box and video security surveillance recording system (the "License"). The City will determine the location of the Improvements in cooperation with the County prior to installation of the Improvements as defined herein. The Parties may agree to relocate the Improvements, at the County's expense, to accommodate redevelopment of the Premises or other uses of City property, or to protect the health, safety and welfare of City residents.

2. Term and Termination. The term of this Agreement shall be effective as of the date first written above and shall run for a period of ten (10) years. The Agreement shall

automatically renew for up to three additional ten-year periods. This Agreement may be terminated by either Party upon forty-five (45) days written notice to the other Party. Upon termination, the County shall remove the Improvements and restore the Licensed Premises to the condition as near to original condition prior to installation.

3. Description of Improvements. The County will install a mail ballot drop-off box, similar to the one pictured in Exhibit A, and a video security surveillance recording system on the Licensed Premises. The video security surveillance recording system will include a video camera and a recording system, and allow for continuous recording during use of the mail ballot drop-off box.

4. Funding of Improvements. The County will fund and pay the entire costs for obtaining, installing and maintaining the Improvements.

5. Use of Licensed Premises.

A. Mail Ballot Drop-Off Box. The County is authorized to install a mail ballot drop-off box at the Licensed Premises on or by October 1, 2016, or as soon after the execution of this Agreement. This may also include installing a cement pad to affix the box, subject to prior City approval of the timing and manner of installation.

B. Video Security Surveillance Recording System. The County will install a video security surveillance recording system that includes a camera (2 megapixel IP or better) and a recording system. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to SOS Rule 20.7.2. The County will be responsible for obtaining and retaining the video data, as well as retention of the video data to the extent required by Colorado law.

6. Maintenance.

A. At all times pertinent to this Agreement, the City shall, at the City's expense, maintain the Licensed Premises in good repair.

B. During all times at which the Improvements are installed and in use at the Licensed Premises, the County shall maintain such Improvements in good repair.

7. Access. The County, its agents and contractors shall have the right of ingress and egress in, to, through, over, and across the Premises for any purpose necessary and at any and all times necessary or convenient to both Parties for the full enjoyment of the rights granted to it in the License granted in this Agreement.

8. Damage to Premises. The County shall be responsible for repair or replacement of City property damaged by the County pursuant to this Agreement and shall repair or replace any damaged City property within thirty (30) days written notice by the City.

9. Notices. Any notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth below. Notice shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid:

To the County:

Arapahoe County Clerk & Recorder
5334 S. Prince Street
Littleton, CO 80120

and (send to both)

Arapahoe County
Department of Facilities and Fleet Management
1610 West Littleton Blvd.
Littleton, CO 80120

To the City:

City of Cherry Hills Village
2450 E. Quincy Ave
Cherry Hills Village, CO 80113
Attn: Laura Smith, City Clerk

10. Assignment. The Parties shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use and all obligations associated with the License pursuant to written consent of both Parties.

11. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

12. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the courts of Arapahoe County, State of Colorado.

13. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. Extent of Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

15. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or County, or their respective officials, employees, contractors, or agents, or any other person acting on behalf of the City or County, and in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

By: _____
Chair, Board of County Commissioners
(or representative authorized by resolution)

ATTEST:

_____
Clerk to the Board

CITY OF CHERRY HILLS VILLAGE

By: _____

Title: Mayor

ATTEST:

_____

Title: City Clerk

Exhibit A

DROP BALLOT HERE
Arapahoe VOTES
ELECTION BALLOT
DROP-OFF BOX
No Postage Required
This box monitored by 24-hour video surveillance.

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 8d

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: CITY CLERK LAURA SMITH

SUBJECT: CHICKENS AND BEES IN ZONE DISTRICTS R-3A, R4 AND R5

DATE: APRIL 19, 2016

Issue:
Shall Council direct staff and the Planning and Zoning Commission to formulate a draft ordinance to allow for residents in the R-3A, R-4 and R-5 Zone Districts to own chickens and bees?

Background:
At the March 15, 2016 Council meeting a resident in the R-5 Zone District requested that Council allow hens and bees to be kept in smaller Zone Districts. Currently the City Code identifies Agriculture as a permitted use in the R-1, R-2 and R-3 Zone Districts only. Municipal Code Section 16-5-10(2) defines Agriculture as:

> Agriculture: agricultural, including nurseries, raising of livestock and poultry, and orchards, provided that no such agricultural use shall be permitted if offensive or injurious because of odor, noise or other nuisances. The normal odors, noises and other side effects of animal keeping shall not be considered nuisances except as provided in Chapter 7, Article II of this Code. Commercial activities such as greenhouses, nurseries, fur farms, truck gardens, farms operated for the disposal of garbage, animal kennels or stables, shall not be permitted; except that a maximum of two (2) horses, not owned by the resident of the involved property, may be boarded and stabled on that property, without such boarding and stabling being regarded as a commercial activity.

Agriculture is not a permitted use in the R-3A, R-4 and R-5 Zone Districts. The Municipal Code does not currently specifically address roosters or bees.

Municipal Code Section 7-5-30 includes the following defitions:

> *Livestock* means animals commonly regarded as farm animals, including, but not limited to, cattle, horses, goats, llamas, ostriches, swine, alpacas and sheep, but excluding pet animals such as rabbits, poultry and domestic fowl.
>
> *Poultry* means any domesticated bird, including but not limited to, chickens, turkeys, ducks and geese.
>
> *Rabbits, poultry* and *domestic fowl* includes rabbits, pigeons, peacocks, chickens, chicks, capons, ducks, geese, turkeys, doves, squabs and all similar domestic fowl other than pet animals.

Discussion:
To facilitate Council's discussion, staff has researched the municipal codes of various other Denver Metro Area municipalities for regulations regarding chickens and bees. This information is provided in Exhibits A-I.

Animal Control and Code Enforcement's only concern is that nuisance issues such as smell would potentially be more concentrated on smaller lots.

Staff is seeking the following direction from Council:

> Does Council wish to direct staff and the Planning and Zoning Commission (P&Z) to formulate a draft ordinance that would allow residents in the R-3A, R-4 and R-5 Zone Districts to own chickens and bees?

If so, does Council wish to provide any further direction to P&Z as to the parameters of a draft ordinance, or leave it to the discretion of P&Z? Possible parameters include:

- Inclusion of regulations for ducks, turkeys, roosters, or any other animal in the draft ordinance
- Provide direction on the number of fowl or bee hives/colonies that would be allowed, and would this number depend on lot size and/or Zone District
- Inclusion of a permitting process for the keeping of chickens and/or bees in the draft ordinance

Staff asks Council to consider postponing further work on a draft ordinance until a new Community Development Director has been hired at the City.

Attached:

Exhibit A – Chicken Regulations in Municipal Codes
Exhibit B – Chicken Regulations for CHV Zone Districts
Exhibit C – Bee Regulations in Municipal Codes
Exhibit D – City of Aurora Bee Keeping Regulations
Exhibit E – City of Aurora Chicken Permit Application
Exhibit F – City of Centennial Bee Keeping Ordinance
Exhibit G – City of Denver Food Producing Animal Application
Exhibit H – City of Greenwood Village Chicken Article
Exhibit I – City of Lakewood Urban Chicken Handout
Exhibit J – City of Lakewood Apiaries Handout
Exhibit K – City of Sheridan Ordinance 12-2014

EXHIBIT A

Chicken Regulations

Municipality	Code Section/ Ordinance	Fowl Allowed	Number of Female Fowl	Male Fowl Allowed	Property Line Setback	Dwelling Setback	Enclosure	Other	Permit Required
Arvada	City Code Section 14-92, 14-123, 14-126	Yes - chickens & turkeys - only in Agricultural and Residential Countryside Estate Districts	limit 5 female chickens or 3 hens & 2 turkeys, limit 15 in zone A-1 and R-CE	roosters/ male turkeys allowed in zone A-1 and R-CE	depends on zone district	35 feet from any neighboring house			
Aurora	https://www.auroragov.org/LivingHere/PetsandWildlife/AuroraAnimalShelter/AnimalOrdinancesEnforcement/Chickens/	Yes - chickens	Up to 6 hens up to 20,000 sq ft property, up to 8 hens more than 20,000 sq ft property	no roosters					Permit required
Bow Mar	Ordinance 268	Yes - chickens	3 hens under certain circumstances	no roosters					

Chicken Regulations

Municipality	Code Section/ Ordinance	Fowl Allowed	Number of Female Fowl	Male Fowl Allowed	Property Line Setback	Dwelling Setback	Enclosure	Other	Permit Required
Centennial	City Code Section 7-7-340	Yes - chickens	limit 6 chickens	no roosters			contained in covered enclosure between dusk and dawn		
Denver		Yes - chickens & ducks	minimum sq ft land per chicken/ duck, limit 8	no roosters	rear 50% of lot	15 ft setback adjacent dwelling	shelter, fencing	no slaughtering	Permit required
Foxfield	Town Code Section 16-4-20	Allowed in RR Zone District only, lot size at least 85,000 sq ft	limit 12 fowl	1 may be a rooster	25 ft setback	50 ft from dwelling			
Greenwood Village		Yes - "fowl"	no number limit	roosters ok				nuisance issues noise cleanliness and smells	
Lakewood		Yes (depends on zone district)	depends on zone district	no roosters	depends on zone district	depends on zone district	depends on zone district		Depends on Zone District
Littleton		Yes - chickens	Up to 4 hens	no roosters					
Sheridan		Yes - chickens & ducks	Limit 6 chickens/ ducks	no roosters	10 ft setback		covered predator-resistent structure		No permit required

EXHIBIT B

Chicken Regulations for CHV Zone Districts

Municipality	CHV Zone R-1 (2.5 acres = 108,900 sq ft)	CHV Zone R-2 (1.25 acres = 54,450 sq ft)	CHV Zone R-3 (1 acre = 43,560 sq ft)	CHV Zone R-3A (Variable)	CHV Zone R-4 (0.5 acre = 21,780 sq ft)	CHV Zone R-5 (16,000 sq ft)
Arvada	unknown	unknown	unknown	unknown	unknown	unknown
Aurora	permit required, up to 8 hens, no roosters	permit required, up to 8 hens, no roosters	permit required, up to 8 hens, no roosters	permit required, up to 8 hens, no roosters	permit required, up to 8 hens, no roosters	permit required, up to 6 hens, no roosters
Bow Mar	up to 3 hens, no roosters	up to 3 hens, no roosters	up to 3 hens, no roosters	depends	not allowed	not allowed
Centennial	up to 6 hens, no roosters	up to 6 hens, no roosters	up to 6 hens, no roosters	up to 6 hens, no roosters	up to 6 hens, no roosters	up to 6 hens, no roosters
Denver	permit required, up to 8 hens/ducks, no males	permit required, up to 8 hens/ducks, no males	permit required, up to 8 hens/ducks, no males	permit required, up to 8 hens/ducks, no males	permit required, up to 8 hens/ducks, no males	permit required, up to 8 hens/ducks, no males
Foxfield	limit 12 fowl, 1 may be a rooster	N/A	N/A	N/A	N/A	N/A
Greenwood Village	no number limit of fowl "healthy and humane", recommended to avoid roosters	no number limit of fowl "healthy and humane", recommended to avoid roosters	no number limit of fowl "healthy and humane", recommended to avoid roosters	no number limit of fowl "healthy and humane", recommended to avoid roosters	no number limit of fowl "healthy and humane", recommended to avoid roosters	no number limit of fowl "healthy and humane", recommended to avoid roosters
Lakewood	1 hen per 4 sq ft coop, no roosters	1 hen per 4 sq ft coop, no roosters	1 hen per 4 sq ft coop, no roosters	1 hen per 4 sq ft coop, no roosters	1 hen per 4 sq ft coop, no roosters	1 hen per 4 sq ft coop, no roosters
Littleton	up to 4 hens, no roosters	up to 4 hens, no roosters	up to 4 hens, no roosters	up to 4 hens, no roosters	up to 4 hens, no roosters	up to 4 hens, no roosters
Sheridan	up to 6 hens/ducks, no males	up to 6 hens/ducks, no males	up to 6 hens/ducks, no males	up to 6 hens/ducks, no males	up to 6 hens/ducks, no males	up to 6 hens/ducks, no males

EXHIBIT C

Bee Regulations

Municipality	City Code/ Ordinance	Bees Allowed	Number Allowed	Property Line Setback	Dwelling Setback	Enclosure Requirements	Other	Permit Required
Arvada	City Ordinance 4344	allowed	number of colonies depends on lot size	25 foot setback	not allowed in front setback			
Aurora	City Code Section 14-15	allowed	# of colonies based on lot size	5 ft setback		inspectable hives, hive orientation, flyaway barrier, water source, maintenance, queen safety		
Centennial	Ordinance 2016-O-04 second reading apprvd April 11th	Allowed	# of colonies based on lot size	behind principle structure, zone district set back street side, interior/rear 10 ft			Apis not Africanized	
Denver	City Code Section 11.8.5.1 (pg 891 Zoning Code)	allowed	limit 2 hives	5 foot setback	rear 1/3 of lot	screened 6 ft barrier		

Bee Regulations

Municipality	City Code/ Ordinance	Bees Allowed	Number Allowed	Property Line Setback	Dwelling Setback	Enclosure Requirements	Other	Permit Required
Foxfield	Town Code Section 16-4-20	Allowed in RR Zone District only, lot size at least 85,000 sq ft	limit 8 colonies	25 ft setback	50 ft from dwelling			
Lakewood		allowed	1 hive per 6,000 sq ft	locate in side or rear yard, accessory structure setbacks, 25 ft setback from public walk		flyaway barrier for most hives	Africanized bees prohibited	for some zone districts
Littleton	City Code Section 10-4-14	allowed	4-8 colonies depending on lot size	5 ft setback		hive orientation, flyaway barrier		

EXHIBIT D

CITY CODE
City of
AURORA, COLORADO

Codified through
Ordinance No. 2013-38, enacted October 28, 2013.
(Supp. No. 55)

The listing below includes all legislation received by Municipal Code since the last update (printed or electronic) to the Code of Ordinances. This legislation has been enacted, but has not yet been codified.

Legislation	Date	Description

No additional legislation has been received since the last update. The Code of Ordinances is up to date as indicated by the banner above.

Sec. 14-13. Humane care.

(a)

Generally. Each animal shall be adequately supervised by the owner and cared for so as to prevent injury, diseases or neglect. Sick or injured animals shall be provided with veterinary care and cared for in a manner that provides for the health and comfort of the animal at all times.

(b)

Standards. Every owner, agent, lessee, tenant or occupant of any premises where any animal is kept shall ensure all equipment, buildings and facilities are constructed and maintained to not less than the following standards:

(1)

Structural strength. Housing facilities or shelters for animals shall be structurally sound and able to contain the animals and shall be maintained in good repair to protect the animals from injury, adverse weather, safety or health hazards.

(2)

Water. Adequate and potable water shall be available to the animals at all times unless veterinary orders indicate to the contrary. Watering receptacles shall be kept clean.

(3)

Electric power. Reliable and adequate electric power shall be provided if required for lighting or heating.

(4)

Storage. Supplies of feed and bedding shall be stored and protected against infestation or contamination by vermin or decaying organic matter.

(5)

Cleaning of pet shops, kennels, cages, facilities and surrounding premises. In pet shops, kennels, cages, facilities and surrounding premises, waste material shall be removed as often as necessary to prevent contamination and to reduce disease, hazards and odors.

(6)

Ventilation. Cages, corrals, kennels, stables, stalls, facilities and shelters shall be ventilated to provide for the health and comfort of the animals at all times. Animals shall be provided with fresh air, either by means of windows, doors or vents, which shall be ventilated so as to minimize draft, odors and moisture condensation.

(7)

Lighting. Where lighting is required, such lighting shall provide uniformly distributed illumination of sufficient intensity to permit routine inspection and cleaning during inspections or working periods.

(8)

Heating. The ambient temperature shall be consistent with the health requirements of the animals.

(9)

Cages, corrals, kennels, stables, stalls or any other enclosures. Cages or enclosures shall be structurally sound to contain the animal and shall be maintained in good repair to protect the animal from injury and any adverse conditions. Enclosures shall provide sufficient space to meet the conditions and size of the animal and allow the animal to turn about freely and to easily stand and lie in a comfortable, normal position.

(10)

Housekeeping. All facilities shall be kept clean and in good repair in order to protect the animals from injury and disease and to facilitate good animal husbandry, and the owner shall keep surrounding areas free of accumulations of trash, debris and waste.

(11)

Feeding. Each animal shall be fed food of a sufficient quantity and of good nutritive quality to meet the normal daily requirements according to size and needs of the animal. Food receptacles shall be located for easy accessibility to the animal and to minimize contamination from trash, debris and waste.

(12)

Fencing. All fencing requirements shall comply with chapter 146 of this Code.

(Code 1979, § 7-14)

Sec. 14-14. Trapping.

(a)

Illegal traps. It shall be unlawful to use or set, or cause to be used or set, a leghold, snare, instant kill, body gripping trap or such other trap which can cause pain, injury or suffering for the purpose of trapping any feral cat or household pet.

(b)

Trapping permits. Except as provided in subsection (c), it shall be unlawful for any person to use or set or cause to be used or set any trap, for the purpose of trapping any feral cat or household pet without first obtaining a permit. Such permit shall be issued by the animal care division of the city for a specified address and period of time not to exceed one year and shall limit and specify the type and number of traps which may be utilized. Such permit may be denied or revoked if the applicant, or any member of the applicant's household has been convicted of any violation relating to cruelty or mistreatment of animals within one year preceding the date of the application for the permit, or during the term of permit.

(c)

Exceptions. No permit, as described in subsection (b), shall be required to trap any feral cat or household pet if such trapping is being done inside the individual's residence or place of business. This exception shall not apply to any attached or detached garage or storage structure which is being utilized in connection with a residential use.

(d)

Inspection of traps. It shall be unlawful for any person, who uses to sets, or causes to be used or set, any trap which is designed to not harm the animal, to fail, refuse, or neglect to check the trap on a timely basis to prevent endangering the life or health of any animal which is captured by such trap.

(Ord. No. 2001-55, § 2, 8-20-2001)

Sec. 14-15. Beekeeping.

(a)

Definitions. The following words, terms and phrases, when used in this section, shall have meanings ascribed to them in this section:

(1)

Apiary shall mean a place where bee colonies are kept.

(2)

Bee shall mean any stage of the common domestic honey bee, Apis Mellifera Species.

(3)

Colony shall mean a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

(4)

Hive shall mean a structure intended for the housing of a bee colony.

(5)

Tract shall mean a contiguous parcel of land under common ownership.

(b)

Hives. All bee colonies shall be kept in inspectable type hives with removable combs, which shall be kept in sound and usable condition.

(c)

Setback. All hives shall be located at least five feet from any adjoining property with the back of the hive facing the nearest adjoining property.

(d)

Fencing of flyways. In each instance in which any colony is situated within 25 feet of a developed public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six feet in height consisting of a solid wall or fence parallel to the property line and extending ten feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines in the vicinity of the apiary.

(e)

Water. Each beekeeper shall ensure that a convenient source of water is available at all times to the bees so that the bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

(f)

Maintenance. Each beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

(g)

Queens. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to re-queen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(h)

Colony densities.

(1)

It shall be unlawful to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

a.

One-quarter acre or less tract size—Two colonies;

b.

More than one-quarter acre but less than one-half acre tract size—Four colonies;

c.

One-half acre or more but less than one acre tract size—Six colonies;

d.

One acre or larger tract size—Eight colonies;

e.

Regardless of tract size, where all hives are situated at least 200 feet in any direction from all property lines of the tract on which the apiary is situated, there shall be no limit to the number of colonies.

(2)

For each two colonies authorized under colony densities, subsection (h)(1) above, there may be maintained upon the same tract one nucleus colony in a hive structure not exceeding one standard 9 5/8 inch depth ten frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

(i)

Prohibited. The keeping by any person of bee colonies in the city not in strict compliance with this section is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the city by the city manager or designee.

(Ord. No. 2003-51, § 1, 8-11-2003)

EXHIBIT E

City of Aurora Neighborhood Services Department

CHICKEN PERMIT APPLICATION

15151 E. Alameda Parkway, Ste 2400 • Aurora, CO 80012 • Email: permitcounter@auroragov.org

NAME	
ADDRESS	
EMAIL	PHONE
DO YOU RENT OR OWN YOUR PROPERTY? ☐ RENT ☐ OWN	CHICKEN HOUSE SIZE HEIGHT
IF RENTING PLEASE PROVIDE PROPERTY OWNER INFORMATION	
NAME	
ADDRESS	
EMAIL	PHONE

Chickens are allowed in residential areas subject to the following standards and conditions, the full text of which can be found in City Code Section 14-134. Please note: As used in this application, "Owner" refers to the chicken owner or keeper who has secured a permit in accordance with City Code Section 14-134. "Chicken" refers to chicken hens only.

BEFORE YOU APPLY

- Home Owners Associations (HOAs) have the authority to prohibit chickens within their own bylaws. Make sure your HOA doesn't have any restrictions on owning chickens.
- All rear yards of chicken owners must be surrounded by an opaque fence conforming to the requirements of City Code Sections 146-1700 through 146-1799 ("Fence, Wall, and Awning Regulations").

RULES REGARDING CHICKENS

- Owners can have no more than 6 chickens at any given time; roosters are prohibited on resident property.
- For all single-family residential properties upon lots of 20,000 or more square feet in size up to 8 chicken hens will be allowed, but no roosters.
- Chickens must be provided a chicken house and an adjacent 6-square-foot or larger enclosure; chickens must have access to such house and enclosure during daylight hours.
- Chickens must be secured in the chicken house from dusk to dawn.
- Chickens must be sheltered or confined in such fashion so as to prevent them from coming into contact with wild ducks or geese or their excrement.
- Chickens may not run at large.

CHICKEN HOUSING STRUCTURE

Note: The house and adjacent enclosure will together be referred to as the "structure."

HOUSE REQUIREMENTS:

- House must be covered and predator-resistant.
- House may be located in rear yard only.
- House must be at least 2 square feet per chicken in floor space, but not greater than 120 square feet.
- House must be properly ventilated and designed to be easily accessed, cleaned, and maintained.

STRUCTURE REQUIREMENTS (house + enclosure):

- Structure must be adequate enough to protect chickens from predators.
- Structure must be kept in a neat and sanitary condition at all times, and cleaned on a regular basis so as to prevent offensive odors or excessive build-up of chicken waste.
- Structure must be located at least 15 feet from the property line of any abutting properties. If Owner wishes the structure to be closer than 15 feet to an abutting property, Owner must get written consent from the property owner(s) of the affected properties.
- Structure must be at least 10 feet from any open flames and combustible gases (International Fire Code Section 308).

MISCELLANEOUS

If the chicken owner or keeper is not the owner of the property where the chickens will be kept, written consent must be obtained from the owner(s) of such property before a permit will be issued.

Owners may not kill their chickens, or direct that their chickens be killed, unless: (1) it is by lawful order of a state or county health official; (2) it is for the purpose of euthanasia when surrendered to a licensed veterinarian; or (3) as otherwise expressly permitted by law.

At all times, Owner must abide by the City Code of the City of Aurora. The information on this application is intended for convenience only. Nothing in this handout shall be construed as negating or otherwise altering the terms of the City Code. Owner is responsible for knowing and following City law.

I declare under penalty that this application has been examined by me and that the statements made herein are made in good faith pursuant to City of Aurora tax and licensing regulations; and to the best of my knowledge and belief are true, correct and complete.

Print Name_____ Signature_____ Date _____

Approved By	Date

ADDRESS: _____

NOTE: Please diagram the following information - location of chicken house in rear yard and in relation to the house and all other accessory structures.

EXHIBIT F

CITY OF CENTENNIAL, COLORADO

ORDINANCE NO. 2016-O-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO AMENDING CHAPTER 7 AND CHAPTER 12 (2011 LAND DEVELOPMENT CODE) OF THE MUNICIPAL CODE CONCERNING RESIDENTIAL BEEKEEPING

WHEREAS, the City of Centennial (the "City") is a Colorado home rule municipality organized pursuant to Article 20 of the Colorado Constitution; and

WHEREAS, in accordance with its home rule powers, the City has the authority to regulate matters of local concern; and

WHEREAS, the City finds beekeeping to be a matter of local concern as the State of Colorado has not declared beekeeping to be an area of statewide concern; and

WHEREAS, additionally, matters of zoning and land use regulation are areas of local concern; and

WHEREAS, pursuant to Article 23, Title 31 of the Colorado Revised Statutes, the City has authority to regulate the development of land within the City for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, the City Council has adopted the 2011 Land Development Code ("2011 LDC") by enactment of Ordinance No. 2010-O-13 and Ordinance No. 2011-O-14; and

WHEREAS, the 2011 LDC has been codified as Chapter 12 of the Municipal Code via Ordinance No. 2012-O-10; and

WHEREAS, the City Council Residential Beekeeping Subcommittee recommends changes to the 2011 LDC and the Municipal Code to address and regulate beekeeping; and

WHEREAS, the City Council has determined that bees can be maintained within populated areas in reasonable densities without causing a nuisance if the bees are properly located and carefully managed; and

WHEREAS, the City Council finds that keeping of bees is consistent with encouraging private agricultural activities within the City and that bees are beneficial to the community in that they produce honey, wax, and other useful products and pollinate nearby fruits and gardens; and

WHEREAS, at a duly noticed public hearing, the City of Centennial Planning and Zoning Commission recommended the proposed changes to the 2011 LDC to the City Council for approval; and

WHEREAS, in conformance with the 2011 LDC, the public hearings before the Planning and Zoning Commission and City Council were properly noticed, including publication in *The Villager*; and

WHEREAS, the City Council has determined that the adoption of this Ordinance will further the public health, safety and welfare of the residents of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO, ORDAINS:

Section 1. The foregoing recitals are affirmed and incorporated herein by this reference as findings of the City Council.

Section 2. Amendment to Municipal Code. Article 2 of Chapter 7 of the Municipal Code, entitled "Nuisances," shall be amended by the addition of a new Section 7-2-70. The existing Section 7-2-70 entitled "General exceptions to nuisance regulations" shall become Section 7-2-80 without revision or change. The new Section 7-2-70 shall read in full as follows:

Sec. 7-2-70. Beekeeping.

(a) It is a nuisance and unlawful to possess, harbor, keep, maintain or permit a bee colony within the City, except as provided within the City's Land Development Code.

(b) It is a nuisance and unlawful for any person to possess, harbor, keep, maintain or permit Africanized bees and hybrids within the City.

(c) As used within this Subsection, *bee* means any stage of the common domestic honey bee, *Apis mellifera* species. *Bee* does not include Africanized bees and hybrids. As used within this Subsection *colony* means a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

Section 3. Amendment to Land Development Code (Chapter 12 of Municipal Code). Subsection (E) of Section 12-3-603, titled *Accessory Buildings and Structures,* of the Municipal Code (2011 Land Development Code) is repealed and reenacted to read in full as follows:

E. **Accessory Buildings or Structures Other than Detached Garages.**

1. *Requirements for All Accessory Buildings or Structures Other than Detached Garages.*

   a. *Footprint.* No detached accessory building or buildings shall cover an area that is larger than that covered by the principal building, nor cover more than 25 percent of the required rear yard or 600 square feet, whichever is less, except that:

      i. In the RS, NC18, and NI18 districts, no detached accessory building or buildings shall cover an area that is larger than 50 percent of the footprint of the principal building.

ii. In the AG district, accessory buildings and structures are permitted as needed to support agricultural uses. Nonagricultural accessory buildings shall conform to the requirements of the RS district, set out in subsection E.2.a above.

iii. In the NC2A district, there shall be no limitation on the footprint of accessory structures, except that the lot shall conform to the maximum building coverage ratio established in Table 0-3-301, *Single-Family Lot and Building Standards*.

2. *Requirements for Sheds that are 120 Square Feet or Smaller and Less than 10 Feet in Height to Peak of Roof.* Sheds that are 120 square feet or less in floor area and not more than 10 feet in height to the peak of the roof may be located anywhere in a side or rear yard, provided that:

a. If they are located closer than two feet to a side or rear lot line, the area between the shed and the lot line is:

i. The location of an opaque wall or fence that is at least five feet in height; or

ii. Planted with shrubs that will grow to form a hedge with a height of at least three feet within not more than 18 months of planting; and

b. They are not located in utility easement unless the property owner provides written permission from the easement holder; and

c. They do not create nonconformities with respect to the building code on adjacent properties; and

d. They do not alter or block the flow of stormwater drainage.

3. *Requirements for Accessory Buildings or Structures for the Keeping of Chickens and Permitted Wild Animals.*

a. *Height*. Height shall not exceed 10 feet to the peak of the roof.

b. *Setbacks*.

i. Front: Behind the principal building.

ii. Street Side. Equal to the street side setback required for the principal building.

iii. Interior Side: 10 feet.

iv. Rear: 10 feet.

4. *Requirements for Accessory Buildings or Structures for Beekeeping.*

a. *Permitted Lots.* Hive boxes are only permitted on residentially and agriculturally zoned lots with single-family detached dwelling units.

b. *Hive Box Height and Area.* Hive boxes and any ground-mounted appurtenances are permitted to be a combined height of up to six (6) feet above ground level and up to ten (10) cubic feet in area.

c. *Setbacks.*

i. Front: Behind the principal building.

ii. Street Side. Equal to the street side setback required for the principal building.

iii. Interior Side: Ten (10) feet.

iv. Rear: Ten (10) feet.

d. *Hive Boxes.* All bee colonies shall be kept in hive boxes with movable combs or frames.

e. *Hive Box Maximums.* Maximum hive boxes permitted per residential and agricultural zone lot:

i. Lots less than one-quarter acre in size: Two (2) hive boxes.

ii. Lots between one-quarter acre and less than one-half acre in size: Four (4) hive boxes.

iii. Lots between one-half acre and less than one-acre in size: Six (6) hive boxes.

iv. Lots between one-acre and less than two-acres in size: Eight (8) hive boxes.

v. Lots two acres and greater in size: Twelve (12) hive boxes.

vi. Exception: For lots where all hive boxes are situated at least two hundred fifty (250) feet in any direction from all property lines of the lot, there is no limit as to the maximum hive boxes permitted per residential lot.

5. *Requirements for Other Detached Buildings or Structures.*

a. *Height.* Height shall not exceed one story or 17 feet, whichever is lower, except that:

i. In NC2A district, accessory buildings or structures may exceed one story or 17 feet in height if the accessory building or structure meets the principal structure setbacks established in Table 0-3-301 of this LDC.

b. *Setbacks.*

i. Front: Behind the principal building.

ii. Street Side. Equal to the street side setback required for the principal building.

iii. Interior Side: 5 feet.

iv. Rear: 5 feet.

Section 4. Division 16-2, titled *General Definitions*, of Chapter 12 of the Municipal Code (2011 Land Development Code) is hereby amended to add the following definitions to read in full as follows:

Bee means any stage of the common domestic honey bee, *Apis mellifera* species. *Bee* does not include Africanized bees and hybrids.

Colony means a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

Hive/Hive Box means a structure intended for the housing of a bee colony. Hive boxes are permitted to be up to six (6) feet in height and up to ten (10) cubic feet in area.

Section 5. Severability. Should any one or more sections or provisions of this Ordinance or of any of the primary or secondary codes adopted by reference be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or the codes adopted by reference hereby, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 7. Effective Date. Except as otherwise expressly provided herein, the provisions of this Ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE ___ DAY OF _____, 2016.

CITY OF CENTENNIAL

By: _____
Cathy A. Noon, Mayor

Approved as to Form:

_____
For City Attorney's Office

I hereby certify that the above Ordinance was introduced to the City Council of the City of Centennial at its meeting of _____, 2016 and ordered published one time by title only in *The Villager* newspaper on _____, 2016, and in full on the City web site in accordance with Section 2-1-110 of the Municipal Code.

ATTEST:

SEAL

By: _____
City Clerk or Deputy City Clerk

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY, IN *THE VILLAGER* NEWSPAPER AND IN FULL ON THE CITY WEB SITE IN ACCORDANCE WITH SECTION 2-1-110 OF THE MUNICIPAL CODE BY THE CITY COUNCIL OF THE CITY OF CENTENNIAL, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS MEETING HELD ON THE ____ DAY OF _____, 2016, BY A VOTE OF _____ IN FAVOR AND _____ AGAINST.

CITY OF CENTENNIAL

By: _____
Cathy A. Noon, Mayor

I hereby certify that the above Ordinance was finally adopted by the City Council of the City of Centennial at its meeting of _____, 2016, and ordered published by title only, one time by *The Villager* newspaper on _____, 2016 and in full on the City web site in accordance with Section 2-1-110 of the Municipal Code.

ATTEST:

SEAL

By: _____
City Clerk or Deputy City Clerk

EXHIBIT G

CITY AND COUNTY OF DENVER

DENVER
ANIMAL PROTECTION

1241 W Bayaud Avenue
Denver, CO 80223
Phone: 720-913-1311
www.denveranimalshelter.org

denver animal shelter

APPLICATION FOR FOOD PRODUCING ANIMAL PERMIT - $25

Applicant: _____

Address: _____

_____

Telephone Number: _____ Alternate Number: _____

Email Address: _____

Animals to be included on the Permit (Enter number proposed to be kept on property)

- Up to 8 hens (no roosters), **OR** up to 8 ducks (no drakes) or any combination of hens and ducks, not to exceed 8
  - Number of hens: _____ and/or number of ducks: _____
- Up to 2 pygmy goats (pygmy goat shall mean African Pygmy Goats or Nigerian Dwarf Goats (no unneutered males)
  - Number of pygmy/dwarf goats: _____

Do you have at least the minimum amount of permeable land provided for each animal?

- 16 square feet per hen or duck (circle one) **YES NO**
- 130 square feet per pygmy/dwarf goat (circle one) **YES NO**

Adequate* shelter will be provided (predator-proof and protected from elements) _____ (initial)

* Rules and regulations have been promulgated to address what "adequate" shelter is for hens, ducks, pygmy and dwarf goats. By accepting this permit, the permitee agrees to comply with the adopted rules.

Fencing will be provided to contain animals and prevent escape _____ (initial)

This permit is issued with the following provisions:

- There will be a $25 fee for this permit
- By signing this application, I have read and understand the packet that was either provided to me or found on the website that includes all information about safe keeping and ordinances in regards to my food producing animals
- Depending on the specifics of the structure built to house hens/ducks/pygmy goats/dwarf goats, zoning and/or building permits may be required for those structures. Upon finalizing their plans for the shelters for their animals, permitees should check with zoning to determine whether a permit is required for their proposed shelters
- This permit is not transferrable to other persons nor to other addresses

I agree to the requirements of this Food Producing Animal Permit and I agree to meet the requirements set forth in this document.

_____ _____

Signature of Applicant Date

OF interest

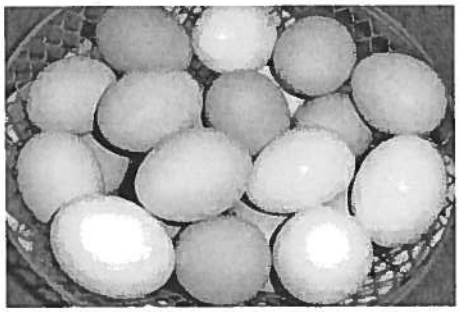
RAISING CHICKENS IN BACKYARDS OF GREENWOOD VILLAGE

RESIDENTS ALLOWED TO HAVE CHICKENS ON THEIR PROPERTY

Village Code allows residents to have chickens on their property. To avoid nuisance issues such as noise, it is recommended to avoid roosters. Pay special attention to cleanliness of the area (smells), and provide an adequate area with shelter to house your chickens. You will need to ensure they are contained on your property. There are no prohibited numbers of chickens you can have on your property. However, if you have never cared for chickens, it is recommended that you begin with a small number of chickens and increase the number slowly so that you don't become overwhelmed with the daily maintenance.

Here are some helpful tips for first time chicken owners:

1. Start with chicks. It's much simpler to start with a healthy bunch of chicks and go from there. Another option is to purchase mature hens who are already laying for your first flock. While this works some of the time, you often end up with the "culls" from other people's flocks, so be careful of what you are buying.



2. Choose dual-purpose breeds. Chickens are usually categorized into two varieties: meat breeds and laying breeds. If you aren't quite sure which route you wish to go, choose a breed that is known to lay a decent number of eggs, but also has adequate meat production in case you end up with an extra rooster or a hen that doesn't lay.

3. You don't have to go crazy with your coop. Chickens don't require a 5-star resort to be happy. A few things chickens DO need is protection from predators, a place to roost, nesting boxes (for layers), and a place to roam. You can easily meet these needs by modifying an existing building (small barn, shed, or even a doghouse) or building a small chicken tractor.

4. Stay as natural as possible. As the interest in chicken keeping grows, so do the gimmicks. You can make your

chicken adventure as simple or as complicated as you would like.

- Free range the girls when at all possible, which cuts down on the feed bill and provides them with a diet more like nature intended.
- Avoid using chemicals or special "washes" to disinfect the coop, instead use a natural, homemade solution.
- Feed them crushed egg shells to help supplement their calcium intake.
- Give them kitchen scraps which helps to provide them with extra nutrients.
- Don't leave lights on them year around to force them into laying. Provide heated lamps whenever temperatures drop.

5. Establish a routine. Establish a daily routine for filling feeders, waterers, freshening the bedding, and collecting eggs.

6. Keep things clean. An ounce of prevention goes a long way — it only takes a minute or two to clean boxes and replace bedding if you do it each day. If you wait until the end of the week, you'll have a much bigger task, plus lots of dirty eggs. The same goes for the floor of your coop — if you are using the deep litter method, take a minute or two to turn the bedding each time you are in the coop.

7. Get a heated water bowl. When it comes to dealing with chicken water, a heated dog bowl is invaluable! If you live in a cold climate, shallow chicken buckets or pans freeze quickly, and you'll be outside every couple hours breaking ice and refilling. Save yourself some time and headache by splurging for a plug-in dog bowl.

For more information on Village Codes regulating chickens, please call Community Development at 303-486-5783.

EXHIBIT I

Lakewood
Colorado

Planning Department
Civic Center North
480 South Allison Parkway
Lakewood, CO 80226-3127
Voice: 303-987-7505
Fax: 303-987-7979
http://www.lakewood.org

SMALL ANIMALS - HENS

Backyard chickens can be a great pet and source of fresh eggs and fertilizer. Before you get started check to see if hens are allowed in your zone district. Use the following requirements and resources to learn more about keeping chickens in Lakewood. Be aware that chickens need regular care to maintain health, including daily fresh food and water and regular coop cleanup. Consider whether you have the time and appropriate space to care for them before you adopt!

Residential Zone District	Permit Requirements	Standards
R-1-43 R-1-18 R-1-12 R-1-9	No permit required	▪ Coop must be 15 feet from all property lines, and located behind primary structure. ▪ Maximum of 1 bird per 4 square feet in coop area.
R-1-6 R-2	Permit required	▪ Maximum 4 hens per property. ▪ Goats shall be counted towards the total number of household pets permitted on a property. ▪ Must provide a predator-resistant coop. o Minimum of 6 square feet living space per bird. o Must be secure, roofed, and well ventilated. o Maximum 32 square feet and 10 feet in height. o Locate in side or rear yard, and meet the minimum setbacks of 5 feet for accessory structures. ▪ No roosters permitted. ▪ Be sure to purchase females, not "straight run"- a mix of males/females. ▪ Hens must be kept in the coop or fenced area at all times (Min. 4 feet tall fence).
Other Zone Districts	Not permitted	n/a

Resources for Keeping Healthy Chickens

http://www.backyardchickens.com/ - extensive info on keeping chickens
http://www.denverurbanhomesteading.com/ - urban agriculture center
http://www.meetup.com/DenverBackyardPoultry - local poultry meet-up group
http://urbanchickens.org/ - includes info on coop design, examples, etc.

EXHIBIT J

Lakewood
Colorado

Planning Department
Civic Center North
480 South Allison Parkway
Lakewood, CO 80226-3127
Voice: 303-987-7505
Fax: 303-987-7979
http://www.lakewood.org

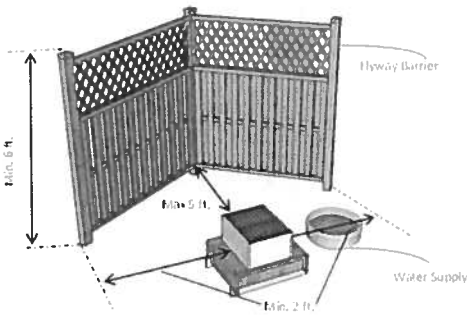
APIARIES

Bee hives allow owners to collect beeswax, honey, pollen, and propolis. Beekeeping entails effort, a lot of learning, and a fair amount of responsibility. Check below for requirements and resources for beekeeping in Lakewood.

Residential Zone District	Permit Requirements	Standards
R-1-43	No permit required	
R-1-18 R-1-12 R-1-9 R-1-6 R-2	Permit required	▪ Permitted 1 hive per 6,000 square feet of lot area. ▪ Locate hive in Side or Rear yard, and meet minimum setbacks for accessory structures. ▪ Beehives shall be set back at least 25 feet from the nearest edge of a public walk. ▪ Flyway barrier required for most hives: o Located within 5 feet of hive, extending at least 2 feet on either side o At least 6 feet in height and placed in front of hive entrance o A fresh supply of water must be maintained nearby to prevent bees congregating in a neighborhoods pond ▪ No flyway barrier required if beehives are located at least 25 feet from all property lines and for beehives that are located on porches or balconies at least 10 feet above grade and more than five feet from a property line. ▪ Africanized bees are prohibited.
Other Zone Districts	Not permitted	n/a

Resources for Successful Beekeeping

http://www.denverurbanhomesteading.com/ - urban agriculture center
http://www.denverbee.org/ - local beekeeping organization with monthly meetings
http://www.coloradobeekeepers.org – statewide beekeeping association



Example hive and flyway barrier, also see 17.4.3.E in Zoning Ordinance

Books
Urban Beekeeping: A Guide to Keeping Bees in the City by Craig Hughes
The Backyard Beekeeper: An Absolute Beginner's Guide by Kim Flottum

EXHIBIT K

CITY OF SHERIDAN, CO
ORDINANCE NO. 12-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERIDAN, COLORADO, AMENDING ZONING ARTICLES I, VII, VIII AND IX OF CHAPTER 56 OF THE SHERIDAN MUNICIPAL CODE PERTAINING TO THE KEEPING OF BACKYARD FOWL

WHEREAS, City Council desires to permit citizens residing in RES-SF and RES-SFLL, single family residential districts and for those single family residential uses in RES-MF to raise and keep certain fowl subject to specific terms and conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, COLORADO, THAT:

Section 1. "Definitions," Section 56-3 of Article I, Rules of Construction/Definitions, of Chapter 56 of the Sheridan Municipal Code is amended by addition of the following:

Backyard fowl means any female chickens or ducks raised and kept in the backyard of certain residential properties.

Section 2. "Permitted uses," Section 56-112 (a) (7) of Article VII, RES-SF Residential District Regulations, of Chapter 56 of the Sheridan Municipal Code is amended by the addition of the following:

(7) Backyard fowl are permitted as an accessory use to an individual household dwelling unit subject to the following:

(a) No more than six (6) fowl are permitted per dwelling unit.

(b) Roosters and drakes and other poultry or fowl, including, but not limited to quail, geese, pigeons or turkeys are prohibited.

(c) Backyard fowl must be kept within a covered predator-resistant structure, which includes an attached outdoor enclosure which meets the following requirements:

(i) the structure must be properly ventilated and designed to be easily accessible, cleaned and maintained, and provide a minimum of two (2) square feet per fowl.

(ii) the outdoor enclosure must provide a minimum of nine (9) square feet per fowl and be adequately fenced to protect the fowl from predators.

(iii) both the structure and outdoor enclosure must be located in the backyard behind the rear of the principal structure and have a minimum setback of ten (10) feet from any adjoining property line.

(d) Odor, noise, dust, waste and drainage must be controlled so as not to constitute a nuisance or safety or health hazard to properties in the vicinity.

(e) Feed and waste shall be kept only in re-sealable, airtight, predator-resistant containers and all waste must be disposed of in a sanitary manner.

(f) Backyard fowl shall not be slaughtered on-site, except pursuant to a lawful order of an appropriate state, county, or city official, or for the purpose of euthanasia after surrender of the fowl to a licensed veterinarian or animal shelter for such purpose, or as otherwise expressly permitted by law.

Section 3. "Accessory buildings," Section 56-118 (e) of Article VII, RES-SF Residential District Regulations, of Chapter 56 of the Sheridan Municipal Code is enacted to provide as follows:

(e) Backyard fowl structures shall be a maximum of thirty-two (32) square feet and eight (8) feet in height.

Section 4. "Accessory buildings," Section 56-138 (e) of Article VIII, RES-SFLL Residential Large Lot District Regulations, of Chapter 56 of the Sheridan Municipal Code is enacted to provide as follows:

(e) Backyard fowl structures shall be a maximum of thirty-two (32) square feet and eight (8) feet in height.

Section 5. "Permitted uses," Section 56-152 (a) of Article IX, RES-MF Residential District Regulations, of Chapter 56 of the Sheridan Municipal Code is amended to provide as follows:

Any use permitted in the RES-SF district except that backyard fowl are only permitted upon lots being used for single family residential purposes.

Section 6. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The city council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 8. The repeal or modification of any provision of the Municipal Code of the City of Sheridan by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 9. This ordinance is deemed necessary for the preservation of the public property, health, welfare, peace and safety.

Section 10. Violations of this ordinance shall be punishable in accordance with the provisions of Section 1-14 of the Sheridan Municipal Code.

PASSED AND APPROVED on first reading the 23rd day of June 2014, and ordered published.

PASSED AND APPROVED on second reading the 14th day of July 2014, and ordered published.

Dallas Hall, Mayor

ATTEST:

Arlene Sagee, City Clerk

APPROVED AS TO FORM:

William R. Hayashi, City Attorney

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: CESARINA DANCY, COMMUNITY DEVELOPMENT CLERK

SUBJECT: COMMUNITY DEVELOPMENT DEPARTMENT MONTH END REPORT FOR MARCH 2016

DATE: APRIL 19, 2016

BUILDING PERMITS SUMMARY:

	March 2016	*YTD 2016*	*YTD 2015*	*YTD % Change*
Total Permits	70	175	188	-7%
Total Revenue	$170,481	$250,231	$199,377	26%
New Home Permits	4	6	2	200%
New Home Revenue	$133,744	$164,640	$104,434	58%
Remodel/Addition Permits	11	31	30	3%
Remodel/Addition Revenue	$13,505	$42,784	$51,808	-17%

PLANNING AND ZONING COMMISSION:

- March 8, 2016 Regular Meeting: The Commission reviewed a preliminary application from Kent Denver School for the addition of outdoor stadium lights. The Commission tabled a discussion regarding a proposed amendment to the bulk plane measurement standards.

BOARD OF ADJUSTMENT AND APPEALS:

- March 3, 2016 Regular Meeting: The meeting was cancelled due to lack of agenda items.

ATTACHMENTS:

Exhibit A: Planning Project Activity List
Exhibit B: Year-to-Date Permit Activity Graphs
Exhibit C: Permit Summary Table
Exhibit D: Issued Permit Report

EXHIBIT A

Planning Project Activity List

Community Development Department

Report Date: April 8, 2016

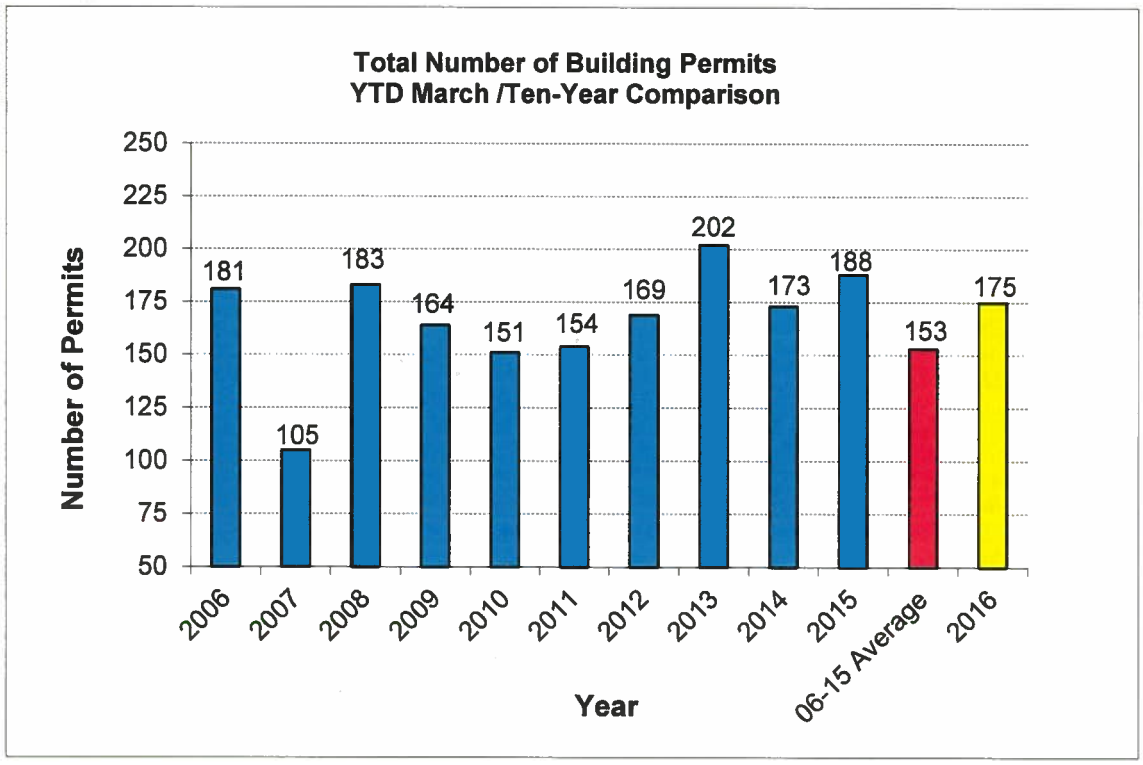
City Council and Planning and Zoning Commission Members are advised to avoid discussing quasi-judicial land use matters with any person outside of the public hearing process. The restriction on discussion of quasi-judicial matters is generally considered to take effect when a formal application has been filed with the City. The following list includes only those matters for which the City has received a formal application. City Council and Planning and Zoning Commission Members are nevertheless advised to use caution in discussing any land use matter that may become quasi-judicial, even before the filing of a formal application.

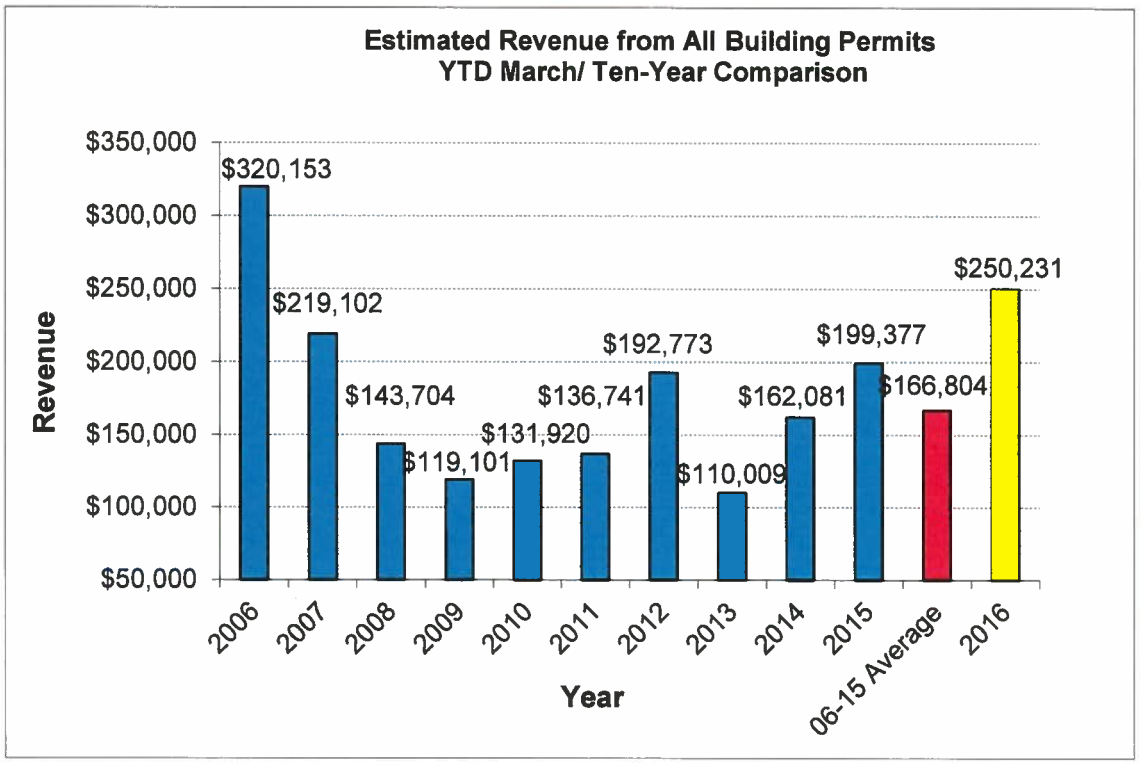
Quasi-Judicial Cases					
Applicant	*Address*	*Description*	*PTRC Review*	*P&Z Review*	*Council Review*
Maven Properties, LLC	2 Tenaya Ln/5050 Quincy Ave	Minor Subdivision Amendment, Cantitoe – Vacation and Relocation of Trail Easement	Pending	Pending	Pending
Glenmoor Country Club/HOA	110 Glenmoor Drive	Amendment to Subdivision Agreement Prohibition on Water Wells	n/a	Pending	Pending
Kent Denver School	4000 Quincy Ave	Stadium Lights	n/a	Pending	Pending
Non Quasi-Judicial Cases and Ordinance Amendments					
Applicant	*Address*	*Description*	*PTRC Review*	*P&Z Review*	*Council Review*
Bulk Plane/FAR Study Group Initiated	n/a	Amendment to Bulk Plane Measurement Method for Larger Lots	n/a	03/08/16 04/12/16	Pending
City Council Initiated	n/a	Quincy Farm Property (O-2) Zoning Category	3/10/16	4/12/16	5/17/16

Board of Adjustment and Appeals Cases			
Applicant	*Address*	*Description*	*BOAA Review*
Taylor	3900 S. Colorado Blvd	Fence variance; setback and bulk plane variance for home addition	5/4/16

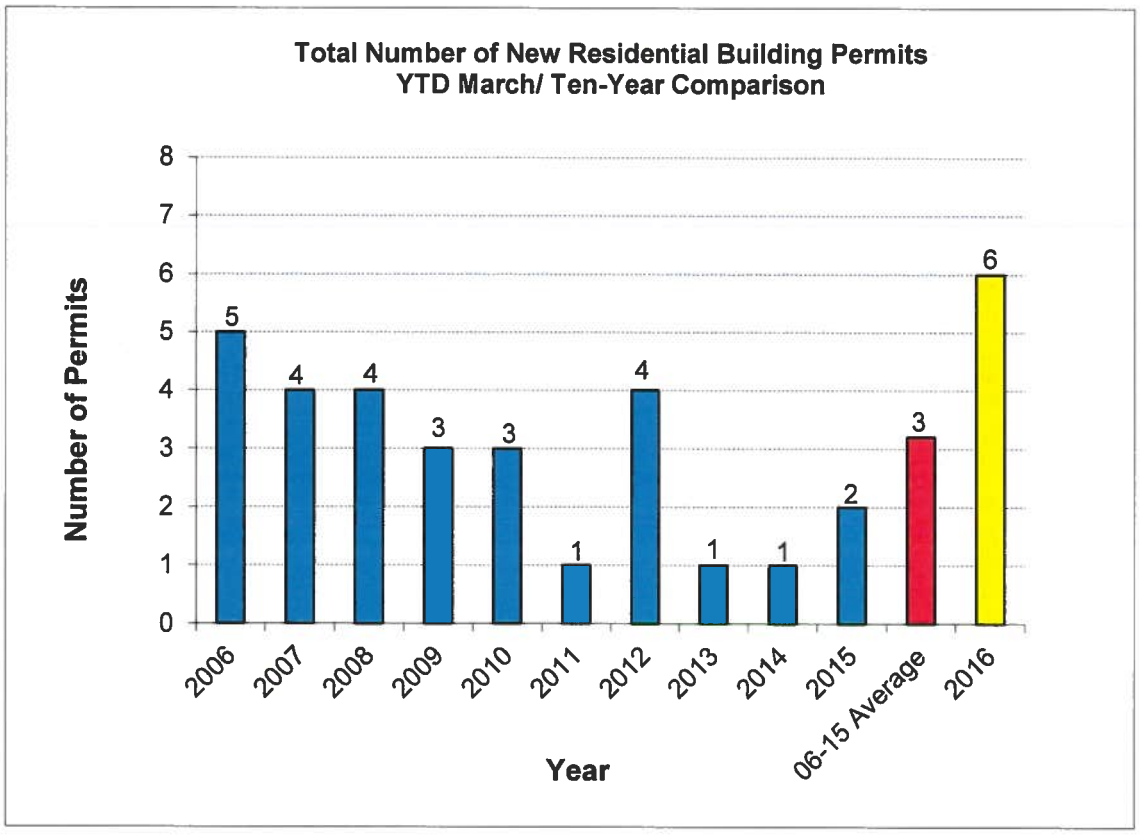
EXHIBIT B

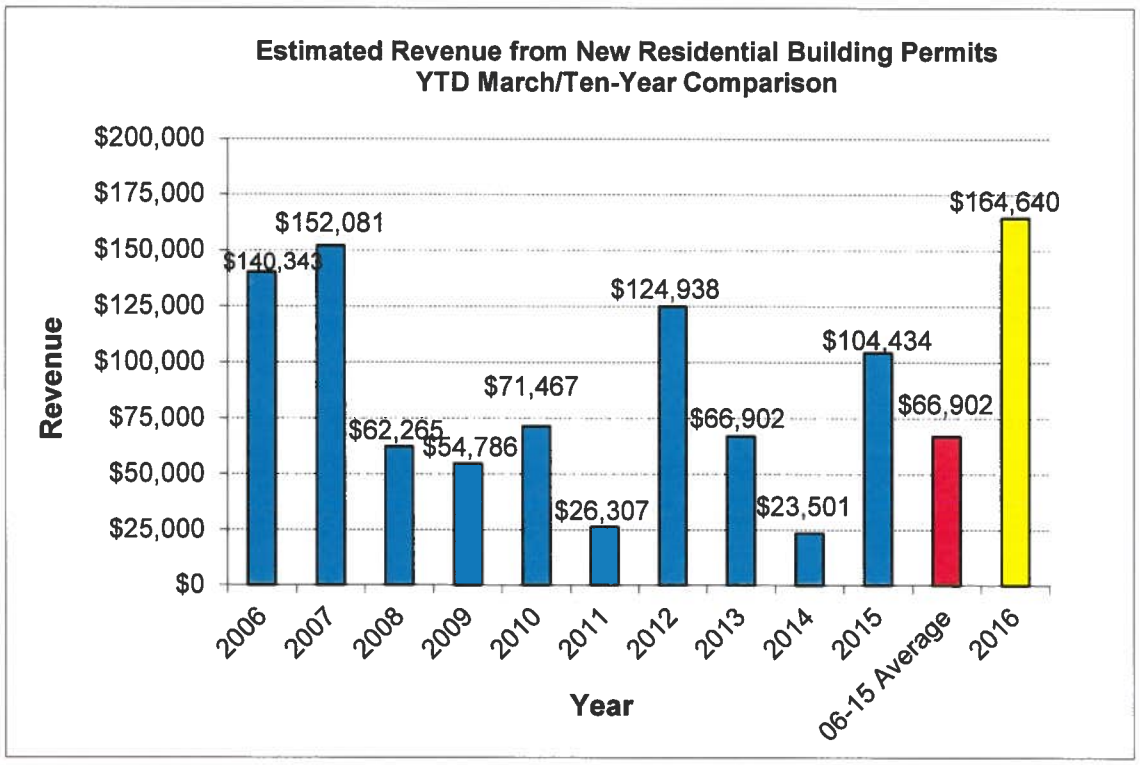
TOTAL PERMITS
YTD THROUGH MARCH
10 YEAR COMPARISON



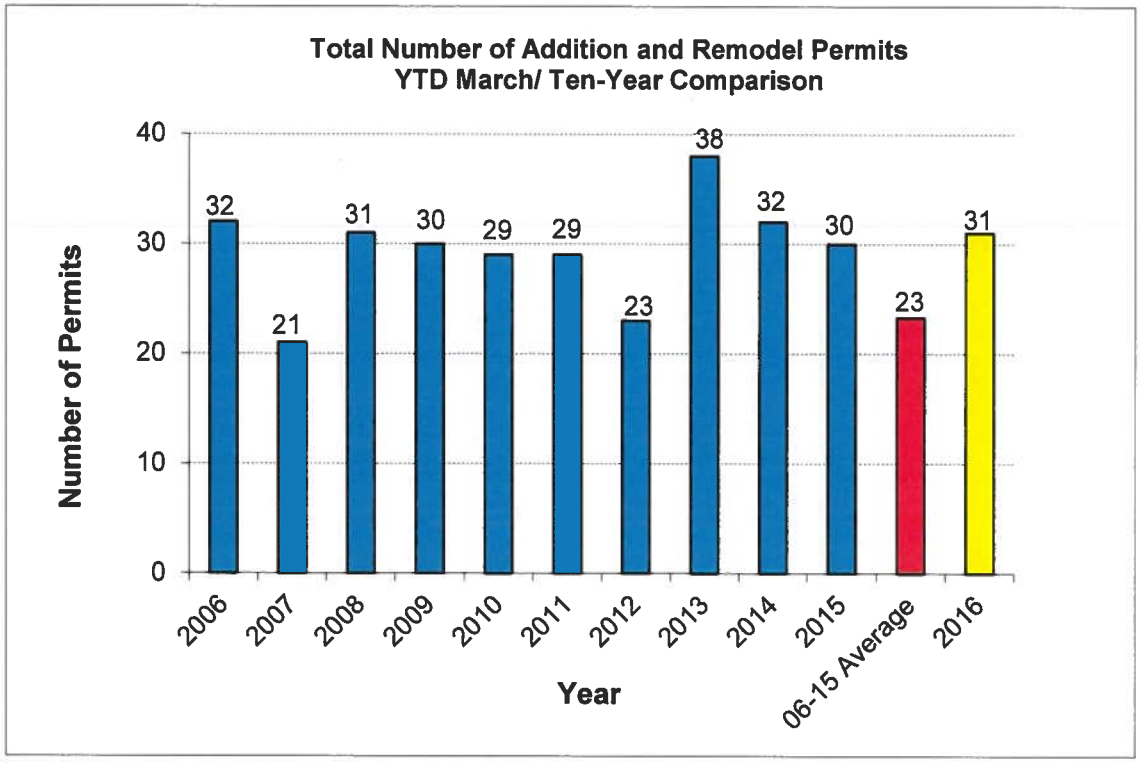


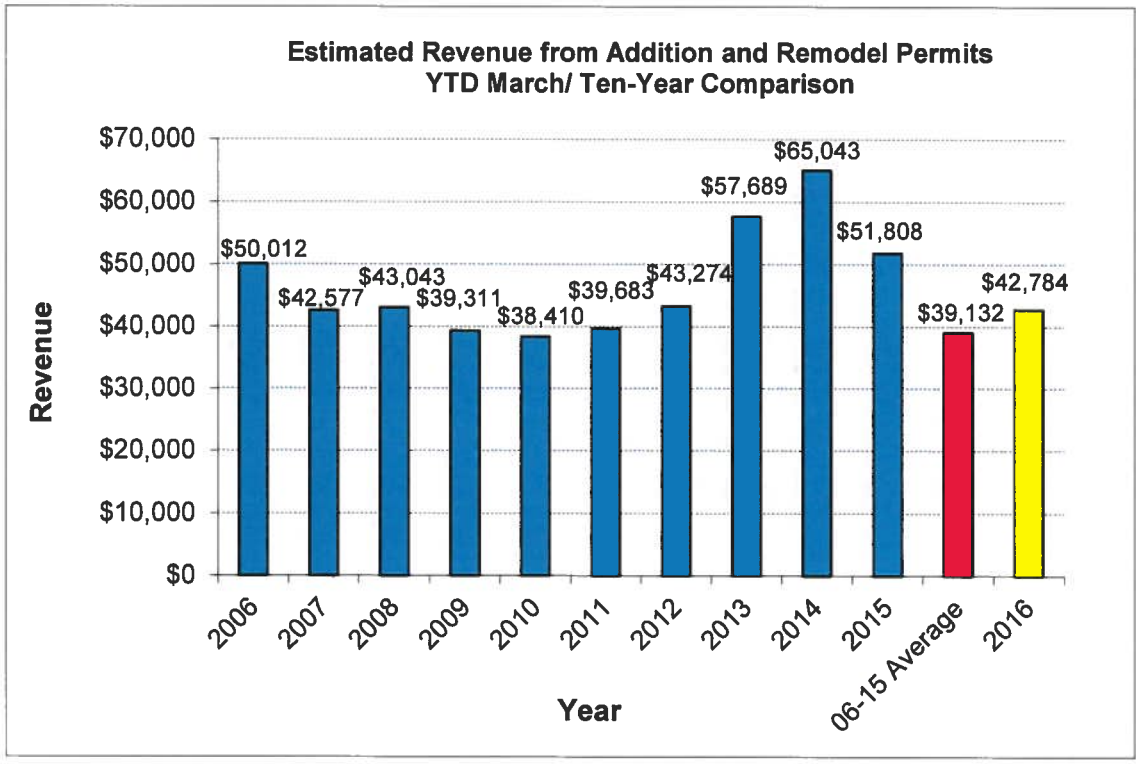
NEW RESIDENCES
YTD THROUGH MARCH
10 YEAR COMPARISON





ADDITIONS & REMODELS
YTD THROUGH MARCH
10 YEAR COMPARISON





CITY OF CHERRY HILLS VILLAGE BUILDING DEPARTMENT
MONTHLY REPORT FOR
MARCH 1-31, 2016

		2016 YTD	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
I	**Residences**													
	Number Issued	6	0	2	4									
	Project Valuation	$9,075,000.00	$0.00	$1,575,000.00	$7,500,000.00									
	Bldg. Permits	$90,750.00	$0.00	$15,750.00	$75,000.00									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Plan Check Fee	$19,275.00	$0.00	$3,600.00	$15,675.00									
	Service Exp. Fee	$54,615.40	$0.00	$11,516.30	$43,099.10									
II	**Additions & Remodels/Alterations**													
	Number Issued	31	10	10	11									
	Project Valuation	$3,193,505.00	$930,445.00	$1,212,560.00	$1,050,500.00									
	Bldg. Permits	$31,935.05	$9,304.45	$12,125.60	$10,505.00									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Plan Check Fee	$10,200.00	$3,900.00	$3,300.00	$3,000.00									
	Service Exp. Fee	$649.20	$327.00	$322.20	$0.00									
III	**Accessory & Recreational**													
	Number Issued	12	4	5	3									
	Project Valuation	$928,820.00	$151,735.00	$186,700.00	$590,385.00									
	Bldg. Permits	$9,298.20	$1,517.35	$1,877.00	$5,903.85									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Plan Check Fee	$3,600.00	$1,200.00	$1,500.00	$900.00									
	Service Exp. Fee	$1,429.20	$232.80	$345.60	$850.80									
IV	**Other Bldgs, Structures, & Misc.**													
	Number Issued	75	22	22	31									
	Project Valuation	$1,630,980.03	$230,122.42	$513,746.00	$887,111.61									
	Bldg. Permits	$16,005.95	$2,122.72	$4,921.46	$8,961.77									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Plan Check Fee	$2,550.00	$600.00	$300.00	$1,650.00									
	Service Exp. Fee	$134.40	$0.00	$0.00	$134.40									
V	**Electrical**													
	Number Issued	51	16	14	21									
	Project Valuation	$411,315.00	$83,150.00	$132,135.00	$196,030.00									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Bldg. Permits	$8,364.00	$1,955.45	$2,507.95	$3,900.60									
	Plan Check Fee	$1,425.00	$0.00	$525.00	$900.00									
VI	**Totals**													
	Number Issued	175	52	53	70									
	Project Valuation	$15,239,620.03	$1,395,452.42	$3,620,141.00	$10,224,026.61									
	Bldg. Permits	$156,353.20	$14,899.97	$37,182.01	$104,271.22									
	Reinspection/Investigation Fee	$0.00	$0.00	$0.00	$0.00									
	Plan Check Fee	$37,050.00	$5,700.00	$9,225.00	$22,125.00									
	Service Exp. Fee	$56,828.20	$559.80	$12,184.10	$44,084.30									

EXHIBIT C

Grouped By:	Sorted By:	Parameters:
Permit Type (Asc)	Work Start (Asc)	Date Issued Is between 3/1/2016 and 3/31/2016

Permit Listing - Monthly Report

Permits Issued

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Accessory Structure				
76990 1090 Accessory Structure 2/12/16 3/1/16	5050 E QUINCY AVE ENGLEWOOD, CO 80113-5048	R-1	MAFFEI, GREGORY B & SHARON A / MAFFEI, GREGORY B & SHARON A / MR POOL INC / 303-591-6184	464,000 / 5,854.40 3/1/16 / 8/31/17 Active
Description of Work: NEW POOL AND SPA				
77021 448 Accessory Structure 2/26/16 3/24/16	4682 S ELIZABETH CT ENGLEWOOD, CO 80113-7106	R-3 Council District 1 Chry Hls Farm Flng 1	CARRINGTON, CHRISTOPHER / CARRINGTON, CHRISTOPHER / SODERSTROM CONSTRUCTION / 720-468-2	75,000 / 1,306.95 3/24/16 / 9/23/17 Active
Description of Work: TRASH ENCLOSURE, OUTSIDE FIREPLACE, NEW SPA, COURTYARD ON NORTH SIDE OF HOUSE.				
77053 620 Accessory Structure 3/10/16 3/28/16	3751 S GILPIN ST ENGLEWOOD, CO 80113-4012	R-1	KOELBEL, SHERRILL / 303-300-8800 KOELBEL, SHERRILL / 303-300-8800 COLORADO POOLS UNLIMITED / 303-886-47	51,385 / 1,231.28 3/28/16 / 9/28/17 Active
Description of Work: 18 X 50 FT SWIMMING POOL, SPA WITH ASTM APPROVED AUTO COVER				

Total Permits Issued (**Accessory Structure**) : 3 **Total Cost:** 590,385.00 **Total Fees:** 8,392.63

EXHIBIT D

Phone : (303) 789-2541
Fax : (303) 761-9386

Cherry Hills Village, CO
2450 E. Quincy Avenue
Phone : (303) 789-2541
Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Berm				
76999 2478 Berm 2/17/16 3/11/16	55 CHERRY LANE DR CHERRY HILLS VILLAGE, CO 80		ZAITZ, SAM / ZAITZ, SAM / MICHAEL SWINYARD / 720-323-3165	23,000 / 708.75 3/11/16 / 9/10/17 Active
Description of Work: BERM AND TWO WALLS				

Total Permits Issued (**Berm**) : 1 **Total Cost:** 23,000.00 **Total Fees:** 708.75

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Building Permit - Other				
77027 617 Building Permit - Other 3/1/16 3/1/16	1 RANDOM RD ENGLEWOOD, CO 80113-6105	R-1 Council District 1 White's	WELIVER, MARCIA MOORE / WELIVER, MARCIA MOORE / THD AT HOME SERVICES INC / 720-496-732	2,680 / 30.15 3/1/16 / 8/31/17 Active
Description of Work: REPLACE 3 WINDOWS, LIKE FOR LIKE IN EXISTING OPENINGS. U VALUE .32.				
77035 1535 Building Permit - Other 3/3/16 3/3/16	6051 S HAPPY CANYON DR ENGLEWOOD, CO 80111-1010	R-4	BLUE, SARA / BLUE, SARA / MALIBU REMODELING / 720-933-6947	28,000 / 315.00 3/3/16 / 9/3/17 Active
Description of Work: NEW SIDING ON HOUSE				
77039 1236 Building Permit - Other 3/4/16 3/4/16	4071 S DAHLIA ST ENGLEWOOD, CO 80113-5145	R-5	ACCOLA, AREND / 303-253-2147 ACCOLA, AREND / 303-253-2147 AREND ACCOLA /	10,000 / 112.50 3/4/16 / 9/3/17 Active
Description of Work: REPLACE EXISTING WINDOWS WITH NEW, LIKE FOR LIKE, NO STRUCTURAL CHANGES TO EXISTING WINDOW OPENINGS				
77049 1127 Building Permit - Other 3/9/16 3/9/16	3663 S ALBION ST ENGLEWOOD, CO 80113-4237	R-3 Council District 1	WHITE, BRIAN & HALLIE / 303-335-5018 WHITE, BRIAN & HALLIE / 303-335-5018 DESIGNS BY SUNDOWN / 303-789-4400	1,500 / 20.00 3/9/16 / 9/8/17 Active
Description of Work: 5' BRICK MAILBOX				
77059 341 Building Permit - Other 3/11/16 3/11/16	19 HUNTWICK LN ENGLEWOOD, CO 80113-7112	R-3 Council District 1 Chrymoor South Flng 2	BEATON, CHRISTINA N / BEATON, CHRISTINA N / HORIZON MECHANICAL / 303-346-3466	16,750 / 188.44 3/11/16 / 9/10/17 Complete
Description of Work: REPLACE BOILER				
76998 1160 Building Permit - Other 2/17/16 3/14/16	3501 S COLORADO BLVD ENGLEWOOD, CO 80113-4211		FIRST PLYMOUTH CHURCH / 303-762-0616 FIRST PLYMOUTH CHURCH / 303-762-0616 BLACK & VEATCH / 303-809-2143	20,000 / 525.00 3/14/16 / 9/13/17 Active
Description of Work: SWAP 3 ANTENNAE AND ADD 3 RRH TO BUILDING.ADD RADIO CARDS TO EXISTING RADIO CABINET				
77067 1688 Building Permit - Other 3/16/16 3/16/16	5705 DUNBARTON DR ENGLEWOOD, CO 80111-1117	R-1 Council District 5	GOODING, NANCY A / GOODING, NANCY A / PELLA WINDOWS & DOORS / 303-253-0150	1,145 / 21.43 3/16/16 / 9/15/17 Active
Description of Work: REPLACE ONE WINDOW LIKE FOR LIKE U FACTOR .28				
77022 1016 Building Permit - Other 2/26/16 3/18/16	4041 NASSAU CIR W ENGLEWOOD, CO 80113-5149	R-4	LEBECK, ANN / 720-548-0012 LEBECK, ANN / 720-548-0012 EGRESS INC/DISCHNER CONSTRUCTION /	11,198 / 425.98 3/18/16 / 9/17/17 Complete
Description of Work: INSTALL 4 EGRESS WINDOWS AND WINDOW WELLS PER ENGINEERING REPORT.				

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Cherry Hills Village, CO

2450 E. Quincy Avenue

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77037 63 Building Permit - Other 3/3/16 3/18/16	1201 E LAYTON AVE ENGLEWOOD, CO 80113-7019	R-3 Council District 4 Swastika Acres 1	WORIES, JOHN AND JOAN / 618-210-6820 WORIES, JOHN AND JOAN / 618-210-6820 DESIGNS BY SUNDOWN / 303-435-2965	8,000 / 390.00 3/18/16 / 9/17/17 Active
Description of Work: ADD AWNING OVER EXTERIOR GARAGE DOOR/BATHROOM DOOR				
77077 1318 Building Permit - Other 3/21/16 3/21/16	4230 S BELLAIRE CIR ENGLEWOOD, CO 80113-5052	R-4	FANNING, MANDY AND SEAN / 303-753-759: FANNING, MANDY AND SEAN / 303-753-759: PLUMBLINE SERVICES / 303-766-7500	5,000 / 56.25 3/21/16 / 9/20/17 Active
Description of Work: 80% 110K BTU FURNANCE REPLACEMENT. ADD GFI.				
77082 1749 Building Permit - Other 3/22/16 3/22/16	6324 E STANFORD AVE ENGLEWOOD, CO 80111-1161	R-4	MARKENSON, DAVID / 917-626-6541 MARKENSON, DAVID / 917-626-6541 PELLA WINDOWS & DOORS / 303-253-0150	35,701 / 401.64 3/22/16 / 9/21/17 Active
Description of Work: REPLACING 19 WINDOWS LIKE FOR LIKE SIZE FOR SIZE. U FACTOR .29 .30				
77050 247 Building Permit - Other 3/9/16 3/24/16	8 SOUTH LN ENGLEWOOD, CO 80113-7023	R-3 Council District 2	HUSEBY, MICHAEL / 303-781-2601 HUSEBY, MICHAEL / 303-781-2601 MICHAEL HUSEBY / 303-781-2601	3,000 / 552.64 3/24/16 / 9/23/17 Active
Description of Work: SHIFT EXISTING STRUCTURE AND EXTEND 8' IN LENGTH AND 32' IN HEIGHT.				
77104 1229 Building Permit - Other 3/31/16 3/31/16	4085 S DEXTER ST ENGLEWOOD, CO 80113-5123	R-5	BRENMAN, DAVID WAYNE & / BRENMAN, DAVID WAYNE & / RENEWAL BY ANDERSEN / 303-945-1519	15,429 / 173.58 3/31/16 / 9/30/17 Active
Description of Work: INSTALLING KITCHEN WINDOW AND TWO DOORS.				

Total Permits Issued (**Building Permit - Other**) : 13 **Total Cost:** 158,403.00 **Total Fees:** 3,212.61

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Permit Nbr / Parcel Permit Type Applied for / Approved		Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Demo					
77055 Demo 3/10/16	1380 3/10/16	2 MARTIN LN ENGLEWOOD, CO 80113-4821	R-3	MCCANNA, ADAM / 503-707-6317 MCCANNA, ADAM / 503-707-6317 ADAM MCCANNA / 503-707-6317	6,000 / 60.00 3/10/16 / 9/10/17 Active
Description of Work: DEMO INTERIOR DRYWALL + FRAMING AND PORTION OF ROOF					
77101 Demo 3/30/16	1802 3/30/16	1307 E BELLEVIEW AVE LITTLETON, CO 80121-8105	R-3 Council District 4 Chry-Moor Acres	ALSTON, CLIFTON J & VALERIE E / ALSTON, CLIFTON J & VALERIE E / ALSTON, CLIFTON J & VALERIE E /	1,800 / 20.00 3/30/16 / 9/30/17 Active
Description of Work: DEMOLITION OF SHED, REMOVE DEMOLITION DEBRIS					

Total Permits Issued (**Demo**) : 2 **Total Cost:** 7,800.00 **Total Fees:** 80.00

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Permit Nbr / Parcel Permit Type Applied for / Approved		Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Electrical					
77025 Electrical 3/1/16	92 3/1/16	1610 E STANFORD AVE ENGLEWOOD, CO 80113-6033	R-1	GRAVES, CHRIS / GRAVES, CHRIS / CROTZER ELECTRIC LLC / 720-876-8936	2,500 / 65.25 3/1/16 / 9/2/17 Active
Description of Work: ELECTRICAL FOR POOL AND SPA					
77029 Electrical 3/2/16	664 3/2/16	3 SEDGWICK DR ENGLEWOOD, CO 80113-4104	R-2 Devonshire Heights Amnd	GROENE INVESTMENT / GROENE INVESTMENT / ALLTECH ELECTRIC / 303-870-5153	8,900 / 195.75 3/2/16 / 8/1/17 Active
Description of Work: 200 AMP SERVICE CHANGE AND UNDERGROUND FOR GARAGE					
77033 Electrical 3/2/16	1114 3/2/16	3770 S ALBION ST ENGLEWOOD, CO 80113-4207	R-2	FANALE, CHRISTOPHER / 303-489-0550 FANALE, CHRISTOPHER / 303-489-0550 ROMERO ELECTRIC / 719-499-3610	33,000 / 408.25 3/2/16 / 8/1/17 Active
Description of Work: ELECTRICAL FOR NEW CONSTRUCTION					
77038 Electrical 3/3/16	295 3/3/16	8 VIKING DR ENGLEWOOD, CO 80113-7025	R-3 Allen	BEIRNE, PATRICK J & MARIAN J / BEIRNE, PATRICK J & MARIAN J / SATO ELECTRICAL SOLUTIONS / 720-209-8:	3,000 / 65.25 3/3/16 / 9/3/17 Active
Description of Work: MASTER BATHROOM REMODEL					
77041 Electrical 3/4/16	1819 3/4/16	4999 S BIRCH ST LITTLETON, CO 80121-2007	R-2 Council District 3 East Belleview	BARSCH, KAREN AND THOMAS / BARSCH, KAREN AND THOMAS / BRUG ELECTRIC INC / 720-495-8073	22,000 / 478.50 3/4/16 / 8/3/17 Active
Description of Work: WIRE ADDITION TO EXISTING HOUSE. RECONNECT EXISTING CIRCUITS TO MASTER BR, ENTRY AND DINING ROOM AREAS					
77051 Electrical 3/9/16	1126 3/9/16	3920 S ASH ST ENGLEWOOD, CO 80113-5000	R-5	NISBET, SCOTT E & KATHLEEN R / NISBET, SCOTT E & KATHLEEN R / EZ ELECTRIC / 720-971-2368	1,500 / 55.00 3/9/16 / 9/8/17 Active
Description of Work: ELECTRICAL FOR REMODEL					
77054 Electrical 3/10/16	966 3/10/16	5062 E PRINCETON AVE ENGLEWOOD, CO 80113-5020	R-4	BD ACQUISITIONS LLC / 303-520-5228 BD ACQUISITIONS LLC / 303-520-5228 ELECTRICWISE / 720-257-8048	18,000 / 391.50 3/10/16 / 9/10/17 Active
Description of Work: REWIRE HOME KITCHEN, BASEMENT AND MASTER BATH					
77057 Electrical 3/11/16	 3/11/16	3 CHERRY BLOSSOM LANE ENGLEWOOD, CO 80113	 Chry Hls Annex	BERLIN, MIA / 303-638-7105 BERLIN, MIA / 303-638-7105 MASTERS ELECTRIC / 303-641-8299	30,000 / 389.85 3/11/16 / 9/10/17 Active
Description of Work: WIRE AND TRIM OUT ELECTRICAL					

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Cherry Hills Village, CO

2450 E. Quincy Avenue

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Fax : (303) 761-9386

Permit Nbr / Parcel Permit Type Applied for / Approved		Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77058 Electrical 3/11/16	2180 3/11/16	43 COVINGTON CT ENGLEWOOD, CO 80113-4143	R-3A	JEBLON, MATT / 508-344-2557 JEBLON, MATT / 508-344-2557 MASTERS ELECTRIC / 303-641-8299	20,000 / 435.00 3/11/16 / 9/10/17 Active
Description of Work: ELECTRICAL FOR REMODEL					
77061 Electrical 3/14/16	1127 3/14/16	3663 S ALBION ST ENGLEWOOD, CO 80113-4237	R-3 Council District 1	WHITE, BRIAN & HALLIE / 303-335-5018 WHITE, BRIAN & HALLIE / 303-335-5018 CROTZER ELECTRIC LLC / 720-876-8936	1,850 / 55.00 3/14/16 / 9/13/17 Active
Description of Work: NEW 200 AMP PANEL, OUTDOOR KITCHEN AND SELF CONTAINED HOT TUB					
77066 Electrical 3/15/16	1214 3/15/16	3700 S COLORADO BLVD ENGLEWOOD, CO 80113-4212	R-3	HAKANSON, MARIGOLD ANN / HAKANSON, MARIGOLD ANN / ELECTRICAL SERVICE SPECIALISTS INC / 3	2,100 / 65.25 3/15/16 / 9/14/17 Active
Description of Work: KITCHEN LIGHTING					
77071 Electrical 3/17/16	1495 3/17/16	5801 S HAPPY CANYON DR ENGLEWOOD, CO 80111-1006	R-4 Council District 3	WIEBER, THOMAS / WIEBER, THOMAS / THOMAS WIEBER /	1,500 / 55.00 3/17/16 / 9/16/17 Active
Description of Work: INSTALL 100 AMP SUBPANEL. REMOVE BREAKERS FROM MAIN PANEL. REWIRE BATHROOMS. KITCHEN, LAUNDRY, AND BE					
77073 Electrical 3/18/16	318 3/18/16	5 CHERRYMOOR DR ENGLEWOOD, CO 80113-6001	R-3 Council District 1 Chrymoor South	PASHEL, ZACH / 303-810-6366 PASHEL, ZACH / 303-810-6366 TICE ELECTRIC / 303-877-3282	10,000 / 217.50 3/18/16 / 9/17/17 Active
Description of Work: REMODEL OF EXISTING AND POSSIBLE SERVICE UPGRADE					
77080 Electrical 3/22/16	196 3/22/16	4747 S FRANKLIN ST ENGLEWOOD, CO 80113-5940		LOCKTON, STEVE / LOCKTON, STEVE / MAGEE ELECTRIC / 303-618-8954	2,400 / 65.25 3/22/16 / 9/21/17 Active
Description of Work: EXTEND EXISTING CIRCUIT FOR SECOND GATE OPERATOR					
77081 Electrical 3/22/16	1985 3/22/16	63 GLENMOOR DR ENGLEWOOD, CO 80113-7116	R-3	KASPAREK, SAM / 303-781-4270 KASPAREK, SAM / 303-781-4270 SC ELECTRIC / 303-435-5074	3,100 / 87.00 3/22/16 / 9/22/17 Active
Description of Work: ELECTRIC FOR MAIN FLOOR REMODEL OF LIGHTING AND OUTLETS IN LAUNDRY, FAMILY ROOM, BATH & MASTER BEDROO					
77036 Electrical 3/3/16	141 3/24/16	1800 E STANFORD AVE ENGLEWOOD, CO 80113-6016	R-1	ARMSTRONG, WILLIAM / ARMSTRONG, WILLIAM / CORE ELECTRIC / 720-887-3877	20,980 / 756.75 3/24/16 / 9/23/17 Active
Description of Work: REBUILD ELECTRICAL SERVICE - 600 AMP					

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Permit Nbr / Parcel Permit Type Applied for / Approved		Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77088 Electrical 3/24/16	252 3/24/16	21 VIKING DR ENGLEWOOD, CO 80113-7003	R-3 Council District 1	MAUGER FAMILY TRUST / MAUGER FAMILY TRUST / MZ ELECTRIC CO / 720-532-4956	5,000 / 108.75 3/24/16 / 9/23/17 Active
Description of Work: ELECTRICAL FOR KITCHEN AND BATH REMODEL					
77096 Electrical 3/29/16	921 3/29/16	3982 S HOLLY WAY ENGLEWOOD, CO 80113-5110	R-3	CONWAY, KATHRYN A / CONWAY, KATHRYN A / ELECTRIC MARTINEZ LLC / 303-847-1223	500 / 55.00 3/29/16 / 9/28/17 Active
Description of Work: WIRE BATHROOM REMODEL					
77098 Electrical 3/29/16	967 3/29/16	3981 S HUDSON WAY ENGLEWOOD, CO 80113-5135	R-4	PORTFOLIO, SHANE / PORTFOLIO, SHANE / EVERGREEN ELECTRICAL SERVICES / 303-	2,500 / 65.25 3/29/16 / 9/29/17 Active
Description of Work: WIRE BED AND BATHROOM REMODEL					
77100 Electrical 3/30/16	1076 3/30/16	4919 E OXFORD AVE ENGLEWOOD, CO 80113-5116	R-4	SCOTT, THEODORE W / 303-522-9019 SCOTT, THEODORE W / 303-522-9019 SATO ELECTRICAL SOLUTIONS / 720-209-8:	6,000 / 130.50 3/30/16 / 11/30/17 Active
Description of Work: ELECTRIC FOR KITCHEN REMODEL AND ADDITION, RE-LOCATE SERVICE					
77103 Electrical 3/31/16	345 3/31/16	20 CHERRYMOOR DR ENGLEWOOD, CO 80113-6002	R-3 Council District 1 Chrymoor South	GORDON, JAMES P / GORDON, JAMES P / MOONLIGHT ELECTRIC / 303-944-5988	1,200 / 55.00 3/31/16 / 9/30/17 Active
Description of Work: KITCHEN REWORK OVEN AND MICRO. RELOCATE MISC ELECTRICAL					

Total Permits Issued (**Electrical**) : 21 **Total Cost:** 196,030.00 **Total Fees:** 4,200.60

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Exterior Remodel				
77095 457 Exterior Remodel 3/29/16 3/29/16	48 GLENMOOR CIR ENGLEWOOD, CO 80113-7121	R-3 Council District 3	DONOVAN, JEFF / DONOVAN, JEFF / MILE HI MASONRY / 303-521-0572	37,000 / 416.25 3/29/16 / 9/29/17 Active
Description of Work: STUCCO - EXTERIOR OVER BRICK				

Total Permits Issued (**Exterior Remodel**) : 1 **Total Cost:** 37,000.00 **Total Fees:** 416.25

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Fence/Wall/Gate				
77013 2160 Fence/Wall/Gate 2/16/16 3/9/16	15 COVINGTON DR ENGLEWOOD, CO 80113-4144		THURNAU, JEREMY / 704-931-9001 THURNAU, JEREMY / 704-931-9001 COLORADO ORNAMENTAL IRON / 720-276-7	22,007 / 247.58 3/9/16 / 9/8/17 Active
Description of Work: FENCING INTO EASMENT.				
77074 973 Fence/Wall/Gate 3/18/16 3/18/16	4164 S DAHLIA ST ENGLEWOOD, CO 80113-5002	R-4	HAWES, SUSAN K / HAWES, SUSAN K / SPLIT RAIL FENCE CO / 303-791-1997	2,500 / 28.13 3/18/16 / 9/17/17 Active
Description of Work: 6' CEDAR PRIVACY FENCE				
77075 948 Fence/Wall/Gate 3/18/16 3/18/16	4184 S DAHLIA ST ENGLEWOOD, CO 80113-5002	R-4	O'DONNELL, BRETT / 303-888-8331 O'DONNELL, BRETT / 303-888-8331 SPLIT RAIL FENCE CO / 303-791-1997	7,465 / 83.98 3/18/16 / 9/17/17 Active
Description of Work: 6' CEDAR PRIVACY FENCE				
77079 337 Fence/Wall/Gate 3/22/16 3/22/16	2950 CHERRYRIDGE RD ENGLEWOOD, CO 80113-6056	R-3 Council District 1 Chryridge	JOBLON, MATT / 303-344-2557 JOBLON, MATT / 303-344-2557 MODERN STEEL EXPRESSIONS / 303-437-9	30,000 / 337.50 3/22/16 / 9/21/17 Active
Description of Work: INSTALATION OF NEW 6' HIGH DECORATIVE WROUGHT IRON FENCE ENCLOSING BACK YARD, WITH GATES.				
77086 1809 Fence/Wall/Gate 3/22/16 3/23/16	1317 E BELLEVIEW AVE ENGLEWOOD,	R-3 Council District 4 Chry-Moor Acres	MASON, AMY / 719-963-9023 MASON, AMY / 719-963-9023 DOORS WEST INC / 303-574-1419	10,400 / 117.00 3/23/16 / 9/22/17 Active
Description of Work: INSTALLING AN AUTOMATED DRIVEWAY GATE				
77091 855 Fence/Wall/Gate 3/28/16 3/30/16	5350 E QUINCY AVE ENGLEWOOD, CO 80113-5046	R-1 Council District 3 Cantitoe	KEMP, WILLIAM G & CAROLYN B / KEMP, WILLIAM G & CAROLYN B / SPLIT RAIL FENCE CO / 303-548-7585	4,850 / 54.56 3/30/16 / 9/30/17 Review - Active
Description of Work: INSTALL 48' 3 RAIL SPLIT RAIL CEDAR FENCE				

Total Permits Issued (**Fence/Wall/Gate**) : 6 **Total Cost:** 77,221.61 **Total Fees:** 868.75

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Interior Remodel				
76970 1483 Interior Remodel 1/29/16 3/14/16	5730 E PRINCETON AVE ENGLEWOOD, CO 80111-1027	R-4 Council District 5	BURGAYNE, NICK / 415-939-0684 BURGAYNE, NICK / 415-939-0684 CONCEPT BUILDERS COLORADO / 720-278-	70,000 / 1,087.50 3/14/16 / 9/13/17 Active
Description of Work: REMOVE INTERIOR WALLS IN LIVING ROOM AND DINING ROOM. KITCHEN REMODEL, BATH REMODEL AND MASTER BATH R				
77002 1380 Interior Remodel 2/18/16 3/14/16	2 MARTIN LN ENGLEWOOD, CO 80113-4821	R-3	MCCANNA, ADAM / 503-707-6317 MCCANNA, ADAM / 503-707-6317 ADAM MCCANNA / 503-707-6317	200,000 / 2,550.00 3/14/16 / 9/13/17 Active
Description of Work: INTERIOR REMODEL; PARTIAL NEW ROOF SYSTEM				
77015 1495 Interior Remodel 2/24/16 3/17/16	5801 S HAPPY CANYON DR ENGLEWOOD, CO 80111-1006	R-4 Council District 3	WIEBER, THOMAS / WIEBER, THOMAS / THOMAS WIEBER /	100,000 / 1,425.00 3/17/16 / 9/16/17 Active
Description of Work: INTERIOR REMODEL				
77024 1985 Interior Remodel 2/29/16 3/18/16	63 GLENMOOR DR ENGLEWOOD, CO 80113-7116	R-3	KASPAREK, SAM / 303-781-4270 KASPAREK, SAM / 303-781-4270 DBEST BASEMENTS / 303-748-1800	35,000 / 693.75 3/18/16 / 9/17/17 Active
Description of Work: INTERIOR REMODEL				
77026 216 Interior Remodel 3/1/16 3/18/16	4701 S DOWNING ST ENGLEWOOD, CO 80113-5917	R-3 Chry Hls Farm Flng 1	RICHARDSON, JASON AND JACKIE / RICHARDSON, JASON AND JACKIE / IRIS BUILDING GROUP / 303-344-4747	235,000 / 2,943.75 3/18/16 / 9/17/17 Active
Description of Work: REMODEL BATHROOMS, MUDROOM. ADD FIREPLACE AT GUEST BEDROOM. REMOVE AND REPLACE GUTTERS. INTERIOR F				
77031 196 Interior Remodel 3/2/16 3/18/16	4747 S FRANKLIN ST ENGLEWOOD, CO 80113-5940		LOCKTON, STEVE / LOCKTON, STEVE / HALEY CUSTOM HOMES / 720-879-4819	300,000 / 3,675.00 3/18/16 / 9/17/17 Active
Description of Work: WINE ROOM AND MOVIE THEATER				
76997 198 Interior Remodel 2/17/16 3/21/16	10 VIKING DR ENGLEWOOD, CO 80113-7025	R-3 Council District 4 Harper 2	COOPER, MIKE LEE / COOPER, MIKE LEE / COOPER, MIKE LEE /	2,500 / 328.13 3/21/16 / 9/20/17 Active
Description of Work: MISC ITEMS FROM INSPECTION REPORT				
77034 252 Interior Remodel 3/3/16 3/24/16	21 VIKING DR ENGLEWOOD, CO 80113-7003	R-3 Council District 1	MAUGER FAMILY TRUST / MAUGER FAMILY TRUST / BLUE DIVIDE INC / 303-591-4360	52,000 / 885.00 3/24/16 / 9/23/17 Active
Description of Work: KITCHEN RENOVATION IN SAME FOOTPRINT.				

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77043 1016 Interior Remodel 3/7/16 3/24/16	4041 NASSAU CIR W ENGLEWOOD, CO 80113-5149	R-4	LEBECK, ANN / 720-548-0012 LEBECK, ANN / 720-548-0012 ANN LEBECK / 720-548-0012	4,000 / 345.00 3/24/16 / 9/23/17 Active
Description of Work: ADDING TWO NEW WALLS; FOUR CEILING CAN LIGHTS AND ONE NEW OUTLET.				
77047 921 Interior Remodel 3/9/16 3/24/16	3982 S HOLLY WAY ENGLEWOOD, CO 80113-5110	R-3	CONWAY, KATHRYN A / CONWAY, KATHRYN A / LUMEN HOMES / 408-317-8488	15,000 / 618.75 3/24/16 / 11/24/17 Active
Description of Work: BATHROOM REMODEL				

Total Permits Issued (**Interior Remodel**) : 10 **Total Cost:** 1,013,500.00 **Total Fees:** 14,551.88

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Permit Nbr / Parcel Permit Type Applied for / Approved		Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Roof					
77023 Roof 2/29/16	709 3/1/16	29 SEDGWICK DR ENGLEWOOD, CO 80113-4109	R-2	WITTOW, SANDRA R / WITTOW, SANDRA R / CHAMBERS CONSTRUCTION / 303-591-1039	93,000 / 1,046.25 3/1/16 / 8/31/17 Active
Description of Work: ROOF AND SKYLIGHT REPLACEMENT.					
77028 Roof 3/1/16	1221 3/1/16	3921 S BIRCH ST ENGLEWOOD, CO 80113-5031	R-5 Mansfield Heights Flng 2	CHANDLER, ANDREW / 484-888-8671 CHANDLER, ANDREW / 484-888-8671 GOLDEN SPIKE ROOFING / 303-942-1386	15,000 / 168.75 3/1/16 / 8/31/17 Complete
Description of Work: REROOF. NO WEIGHT INCREASE PER CONTR.					
77030 Roof 3/2/16	410 3/2/16	4545 S UNIVERSITY BLVD ENGLEWOOD, CO 80113-6099	R-1 Council District 1 St. Mary's Acadamey Flng 1	ST MARYS ACADEMY OF THE / 303-762-830 ST MARYS ACADEMY OF THE / 303-762-830 ARAPAHOE ROOFING & SHEET METAL INC	338,972 / 3,813.44 3/2/16 / 9/2/17 Active
Description of Work: REMOVE EXISTING FLAT ROOF, INSTALL NEW BUILT UP ROOF, METAL FLASHES, 220 SQ, NO WEIGHT CHANGE					
77032 Roof 3/2/16	712 3/2/16	79 SEDGWICK PL ENGLEWOOD, CO 80113-4106	R-2	GUARDO & HALL, PAMELA & BRYAN / 203-4 GUARDO & HALL, PAMELA & BRYAN / 203-4 WILSON BROTHERS INC / 303-294-9535	15,610 / 175.61 3/2/16 / 9/2/17 Active
Description of Work: REPLACE THE ROOF WITH AN OVERLAY OF THE EXISTING MODIFIED ROOF. TIE INTO EXISTING HEAVY SHAKES (ABOUT 5					
77045 Roof 3/7/16	1353 3/7/16	4201 S BELLAIRE CIR ENGLEWOOD, CO 80113-5030	R-4	STRAUGHAN, GEORGE M & / STRAUGHAN, GEORGE M & / EXCEL ROOFING / 303-761-6400	57,265 / 644.23 3/7/16 / 9/6/17 Active
Description of Work: REROOF 65 SQ. STRUCTURAL LETTER RECEIVED.					
77048 Roof 3/9/16	1145 3/9/16	6 MIDDLE RD ENGLEWOOD, CO 80113-4241	R-2	ALBIN, RICHARD E & DONNA / ALBIN, RICHARD E & DONNA / UNITED MATERIALS / 303-523-0521	14,560 / 163.80 3/9/16 / 9/8/17 Active
Description of Work: REMOVE AND REPLACE 4 SECTIONS WITH LIKE. NO WEIGHT CHANGE.					
77065 Roof 3/15/16	1292 3/15/16	4020 S BIRCH ST ENGLEWOOD, CO 80113-5080	R-5	HANSON, JEFFREY B & JANICE C / HANSON, JEFFREY B & JANICE C / SAVAGE CONSTRUCTION / 303-870-8613	21,280 / 239.40 3/15/16 / 9/14/17 Active
Description of Work: REROOF 46 SQ SAME SHINGLE					
77076 Roof 3/21/16	1288 3/21/16	4060 S CLERMONT ST ENGLEWOOD, CO 80113-5086	R-5	BISHOP, ZACH / BISHOP, ZACH / 1ST PRIORITY ROOFING / 303-910-5371	25,000 / 281.25 3/21/16 / 9/20/17 Active
Description of Work: REROOF 55 SQUARES. REPLACING WITH BORAL SAXONY SLATE TILE.					

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
77078 577 Roof 3/22/16 3/22/16	2135 E GRAND AVE ENGLEWOOD, CO 80113-7136	R-3 Council District 1 Chry Hls Farm West	SCHWARTZ, ROBERT & JANIE / 303-993-744 SCHWARTZ, ROBERT & JANIE / 303-993-744 ALL ANGLES COVERED LLC / 303-419-8784	40,000 / 450.00 3/22/16 / 9/21/17 Active

Description of Work: REMOVE EXISTING WOOD SHAKES AND INSTALL DAVINCI BELLAFORTE. NO WEIGHT CHANGE.

Total Permits Issued (**Roof**) : 9 **Total Cost:** 620,687.00 **Total Fees:** 6,982.73

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Permit Nbr / Parcel Permit Type Applied for / Approved	Address Unit Address / Lot Number	Zoning Use Municipal Area Subdivision	Applicant Name / Phone Owner Name / Phone Work Done By / Phone	Project Cost / Fee Work Start / End Date Status
Single Family Residence				
76609 1677 Single Family Residence 8/25/15 3/3/16	67 CHARLOU CIR ENGLEWOOD, CO 80111-1102	R-3	LEWIS, TRACY / 303-200-6941 LEWIS, TRACY / 303-200-6941 TRACY LEWIS / 303-200-6941	700,000 / 17,173.20 3/3/16 / 8/2/17 Active
Description of Work: REBUILD OF SFR ON EXISTING FOUNDATION				
76856 119 Single Family Residence 12/1/15 3/8/16	10 SOUTH LN ENGLEWOOD, CO 80113-7023	R-3 Council District 4 Chry Hls Vlg Acrs Amnd	EMORY, PETER AND DARLENE / 303-886-05 EMORY, PETER AND DARLENE / 303-886-05 ANDERSON CONSTRUCTION / 720-277-5681	1,000,000 / 24,770.60 3/8/16 / 9/7/17 Active
Description of Work: SINGLE FAMILY RESIDENCE				
76865 2485 Single Family Residence 12/4/15 3/31/16	4 CHERRY HILLS PARK DR ENGLEWOOD, CO 80113	R-1 Chry Hls Park I	SAFIEDDINE, FRANCOIS / 303-929-9893 SAFIEDDINE, FRANCOIS / 303-929-9893 MICHAEL SWINYARD / 720-323-3165	3,500,000 / 62,652.20 3/31/16 / 9/30/17 Active
Description of Work: SINGLE FAMILY RESIDENCE				
76900 2355 Single Family Residence 12/21/15 3/31/16	6302 CHARRINGTON DR ENGLEWOOD, CO 80113	R-1	CUNNINGHAM, BRIAN AND ANITA / 303-921- CUNNINGHAM, BRIAN AND ANITA / 303-921- BRIAN AND ANITA CUNNINGHAM / 303-921-6	2,300,000 / 39,753.10 3/31/16 / 9/30/17 Active
Description of Work: SINGLE FAMILY RESIDENCE				

Total Permits Issued (**Single Family Residence**) : 4 **Total Cost:** 7,500,000.00 **Total Fees:** 144,349.10

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Total Permits Issued : 70

Total Cost: 10,224,026.61

Total Fees: 183,763.30

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Inspection Summary by Type

Inspection Date Is between 3/1/2016 and 3/31/2016

Name	Activity	Count
Gary Pastore	Inspection - Permit	267
Rich Beckman	Inspection - Permit	29
Robert Zuccaro	Inspection - Permit	32

CHERRY HILLS VILLAGE
COLORADO

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Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: MICHELLE TOVREA, POLICE CHIEF

SUBJECT: MARCH REPORT

DATE: APRIL 19, 2016

In March Sergeant Parker and I attended the Cherrymoor home owner's association meeting. We discussed current crime trends, there were only a couple of incidents in the past year, and discussed the importance of crime prevention to include mail thefts and home security.

Supervisor Reynolds put the finishing touches on this year's first round of in-service training. The classes will be completed next month and include legal update, leadership, K-9, weapons nomenclature and community policing. In addition, Officer Gulder completed his certification in Critical Incident Training at the Denver Police Department. Sebasitan becomes the tenth officer to complete the training since May of last year.

I was invited to go to lunch with Mr. Yamaguchi, the Deputy Consul General of Japan. He informed me that he will be leaving Denver for Japan on Thursday, April 21 to take a new post in headquarters of the Ministry of Foreign Affairs of Japan in Tokyo, Japan. His replacement will be Mr. Kazumasa Kondo. I look forward to meeting Mr. Kondo and continuing the positive communication the Department shared with Mr. Yamaguchi.

The Department took delivery of the first 2016 model vehicle replacement this month. The new Code vehicle, a 2016 Ford Escape, has been equipped and is now in service due to the fine work of Commander Weathers.

Investigations Case Summary:

There were 2 vehicle trespass reports in the month of March:

- In the first, the victim stated that someone stole several tools and bags from his unlocked truck while it was parked in front of a client's residence. The value of the stolen tools is estimated at $536.00. **This case is inactive – no new leads.**
- In the second, the victim stated that someone gained entry into his vehicle by smashing in the passenger front window. The victim's iPhone and wallet were taken from the vehicle, and according to the victim several fraudulent purchases were made at metro area businesses using the credit cards from his wallet. **This case remains under investigation.**

There were 2 mail theft reports in the month of March:

- In the first, the victim stated that someone stole an envelope containing a rare $20 bill from her mailbox. The victim purchased the $20 bill for $465.95 through eBay and per the tracking number provided; the envelope was delivered by the USPS mail carrier. **This case is inactive – no new leads.**
- In the second, the victim stated that she received several rejection notices from credit card companies as well as a notice from her bank that three of her checks, with amounts totaling $2000.00, appeared to have an unusual signature on them. The victim also discovered that someone had filled out an online "hold mail" request with the USPS. The victim found that someone fraudulently used her personal information to open several credit card accounts. The unknown individual charges approximately $5500.00 on these accounts. **This case remains under investigation.**

There was 1 burglary report in the month of March:

- The victim stated that they noticed the window in their office, at the south side of their residence open, when they returned home and discovered someone had entered their home and gone through several rooms in the residence. Per the victims, nothing appeared to be taken from the residence. **This case is inactive – no new leads.**

There was 1 theft report in the month of March:

- The reporting party stated that the church owns a trailer and that for the last few months they have tried to track it down by contacting members and staff of the church. None of those contacted stated that they were in possession of the trailer. The trailer was recovered and returned to the church. **This case is closed – recovered by other agency, Westminster Police Department.**

There was 1 fraud report in the month of March:

- The victim stated that a business acquaintance has been using his personal credit card to charge airplane charter flights through his business for an estimated total amount of $35,0000.00. **This case remains under investigation.**

There was 1 assault (misdemeanor) report in the month of March:

- The victim stated that he was attacked from behind while sitting on the couch by his adult daughter. According to the victim, he was punched in the face several times. The female individual was issued a summons. **This case was cleared by arrest.**

CHERRY HILLS POLICE DEPARTMENT STATISTICS

	Mar 2016	YEAR TO DATE 2016	YEAR TO DATE 2015	PERCENT CHANGE
TRAFFIC ACCIDENT	24	59	64	-8%
ALL CITATIONS	221	648	536	21%
PARKING TICKETS	22	41	25	64%
TRAFFIC WARNINGS	130	420	375	12%
DUI ARRESTS	4	10	11	-9%
DUS ARRESTS	6	26	22	18%
# CRIME REPORTS	8	37	29	28%
# ALARMS	41	102	88	16%
# ARRESTS (INCLUDES DUI'S & DUS's)	13	50	41	22%
CITIZEN ASSISTS	14	37	32	16%
ASSIST TO OTHER AGENCY	23	47	51	-8%
PROPERTY CHECKS (HW&BLDG)	1941	5913	4383	35%
CRIME PREVENTION NOTICES	26	87	184	-53%
FIELD INTERVIEW CARDS	7	18	16	13%

CHERRY HILLS VILLAGE POLICE DEPARTMENT

March 2016

Personnel Summary

Commendations:

Officer:	Nate Fischer
Received From:	Cmdr. Weathers
Details:	Officer Fischer was commended for his willingness to volunteer to move to a different shift during the second rotation of 2016. Thank you for your willingness to put the needs of the Department ahead of your own!

Officer:	Sebastian Gulder
Received From:	Citizen
Details:	Officer Gulder was commended for his actions during a traffic contact. The driver stated that Sebastian turned a very unpleasant experience into a very positive one. Great job!

Officer:	Sebastian Gulder
Received From:	Sgt. Balafas
Details:	Officer Gulder attended CIT training and scored a 100% on the final test. Sebastian also attended Level I Traffic Accident School and scored a 96% on the final test. Sebastian has demonstrated commitment and has represented this agency in a very positive light. Great job!

Officers:	Cory Sack and Kevin Nagy
Received From:	David Walcher, Sheriff Arapahoe County
Details:	Officers Sack and Nagy were commended for a job well done while working the Republican Party Convention at the Nazarene Church. Sheriff Walcher said both Officers were great, and due to their presence, there were no issues at the event. Great job!

Officer:	Greg Gillett
Received From:	Sgt. Parker
Details:	Officer Gillett was commended for his actions with locating and assisting in the apprehension of two theft suspects in the City of Englewood. Greg observed two suspicious males who fled on foot. Greg was able to locate the subjects again and detain them until EPD arrived. Great job!

Officer:	Noah Rolfing
Received From:	Citizen
Details:	Officer Rolfing was commended for his actions during a traffic contact. The citizen stated that Noah demonstrated a high level of professionalism and was very helpful. Great job!

Officers:	Casey Firko and Noah Rolfing
Received From:	Sgt. Mike O'Connor EPD
Details:	Officers Firko and Rolfing were commended for their actions while assisting EPD on a traffic accident. Sgt. O'Connor stated that CHV Officers assisted by directing traffic and providing a safe working environment for officers and fire personnel. Great job!

Traffic Accidents

An officer was involved in a traffic accident. During a blizzard, vehicle #1 ran a red light striking the passenger side of the patrol car. The officer was not at fault.

Inquiry Reports:

An officer issued a citation to a driver for a traffic violation. The driver admitted to committing the violation, but felt that the summons was unwarranted. An inquiry was completed, and found no policy violation or any wrong doing by the officer.

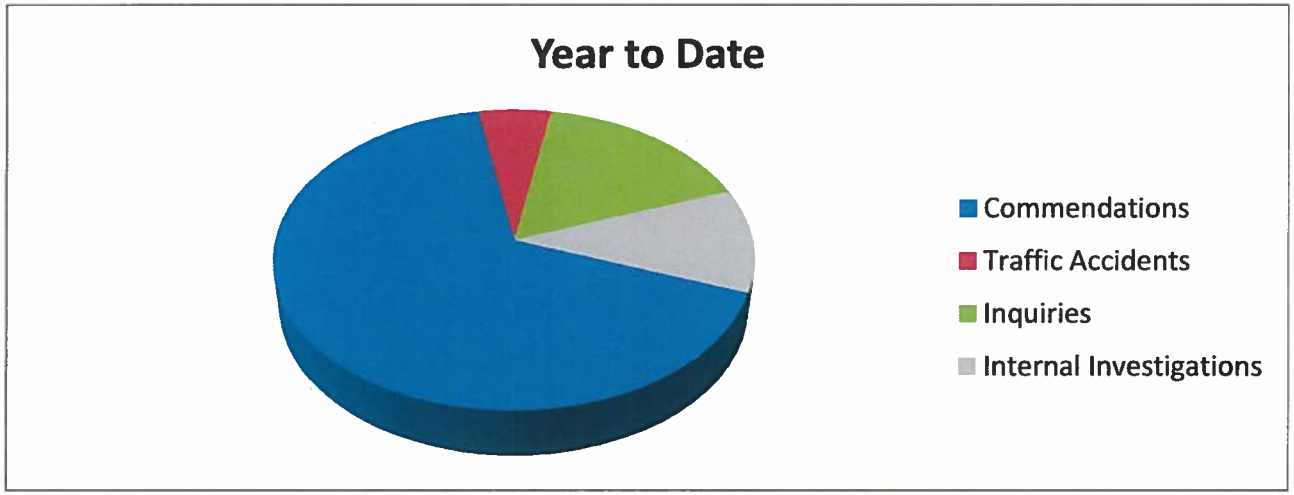
Internal Investigations:

An internal investigation was opened regarding violation of Policy and Procedure 610, Code of Conduct. The officer resigned. (Closing of 2015 files)

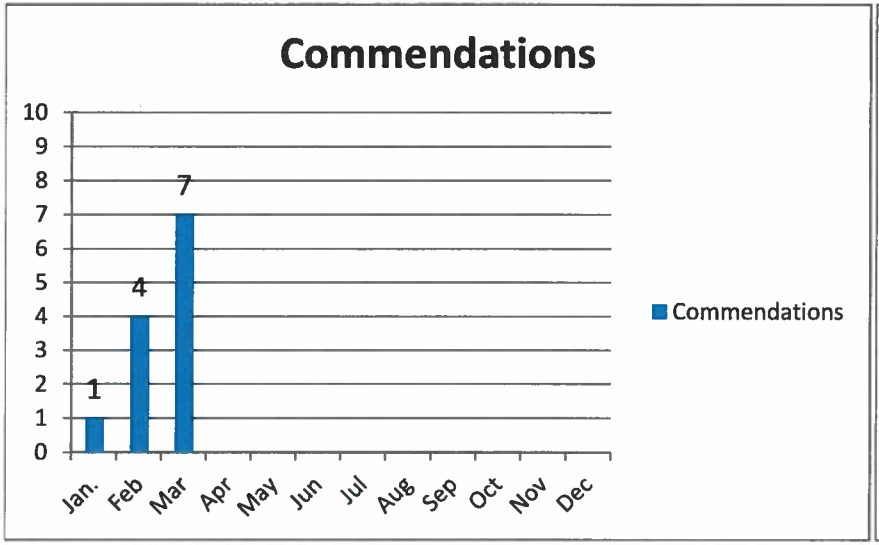
An internal investigation was opened regarding violation of Policy and Procedure 610, Code of Conduct, and 410 Conditions of Work. The officer resigned.

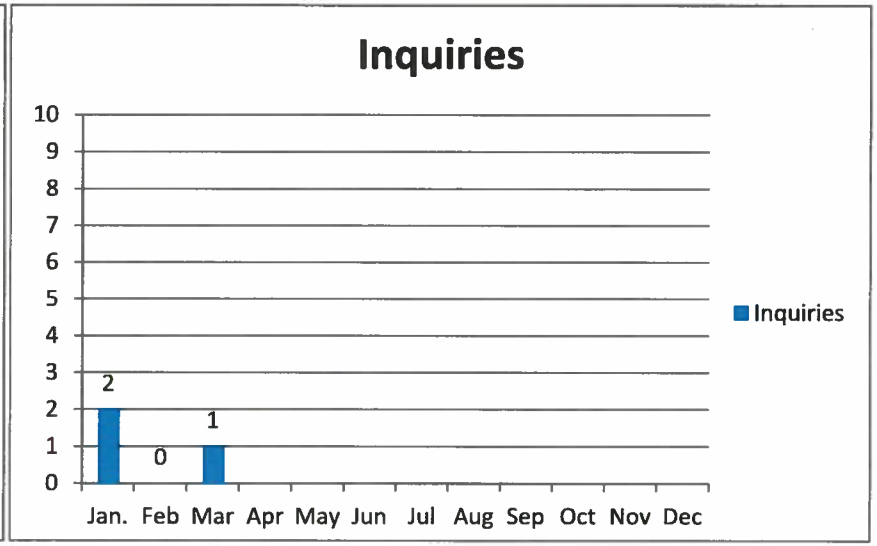
Cherry Hills Village Police
Personnel Summary Report 2016

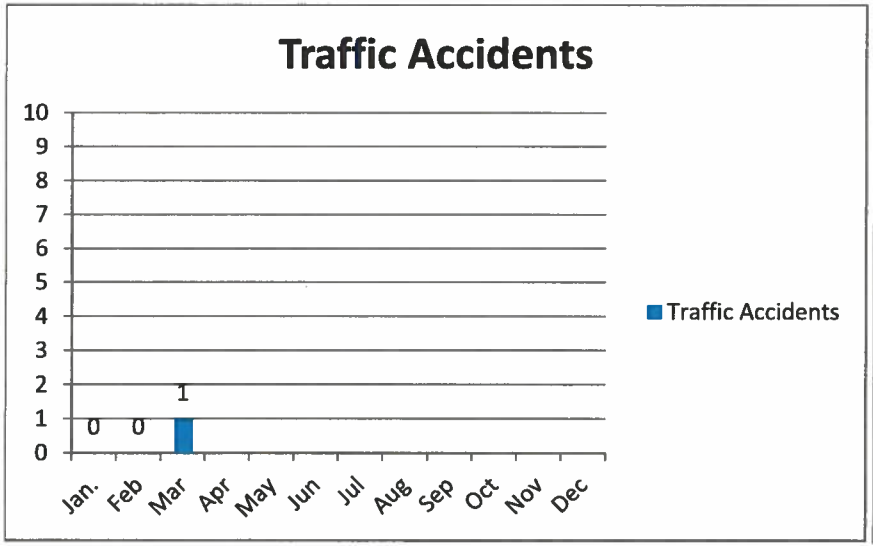
Month	Commendations	Traffic Accidents	Inquiries	Internal Investigations
Jan.	1	0	2	0
Feb	4	0	0	0
Mar	7	1	1	2
Apr				
May				
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Year to Date	12	1	3	2

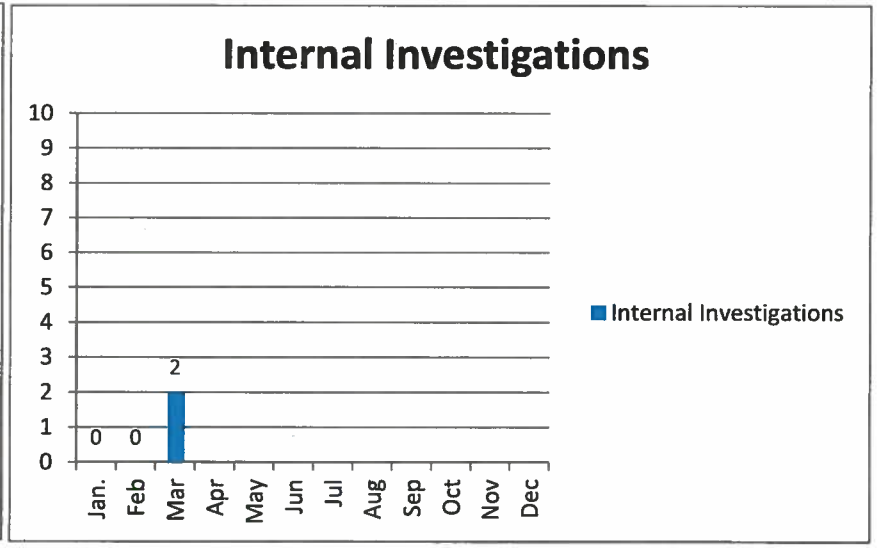


Cherry Hills Village Police
Personnel Summary Report 2016



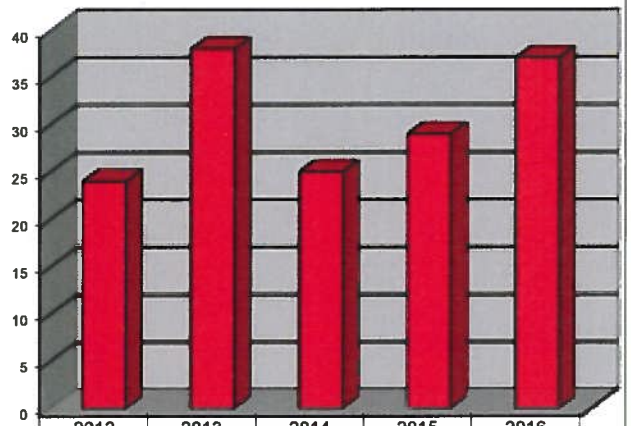






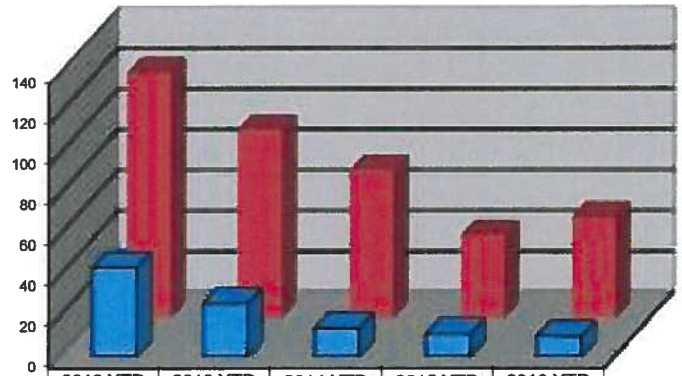
CHERRY HILLS VILLAGE / YEAR-TO-DATE THROUGH MARCH (2012-2016)

CRIME REPORTS



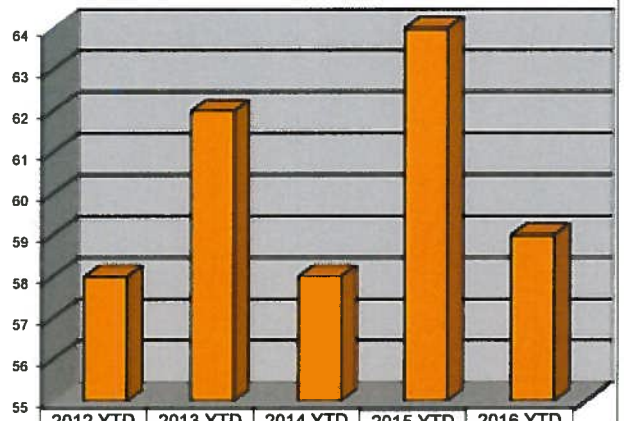
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
# CRIME REPORTS	24	38	25	29	37

ARRESTS



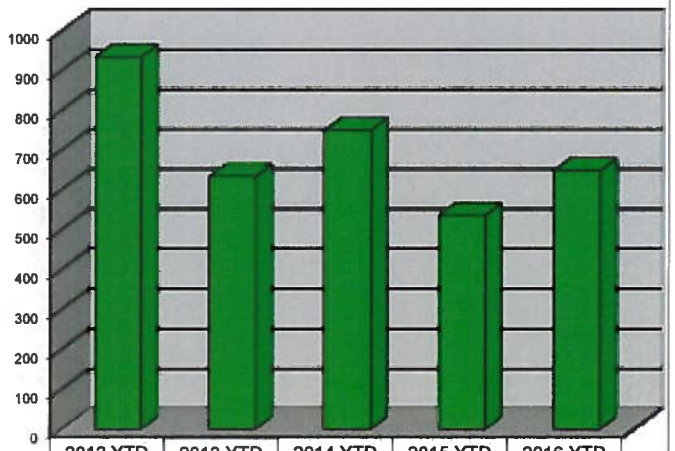
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
DUI ARRESTS	44	26	14	11	10
ALL ARRESTS	121	93	73	41	50

TRAFFIC ACCIDENTS



	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
TRAFFIC ACCIDENT	58	62	58	64	59

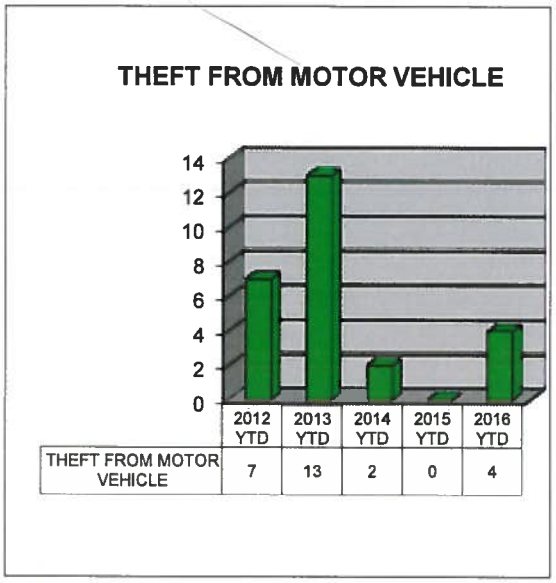
CITATIONS



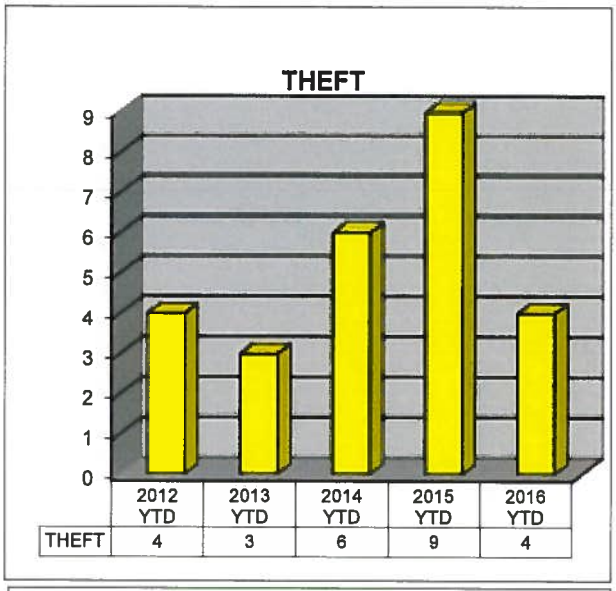
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
ALL CITATIONS	934	633	749	536	648

Cherry Hills Village Crime Statistics

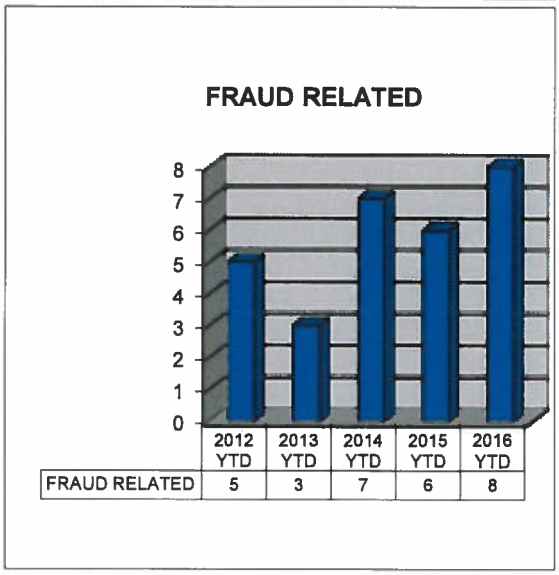
YEAR-TO-DATE THROUGH MARCH (2012-2016)



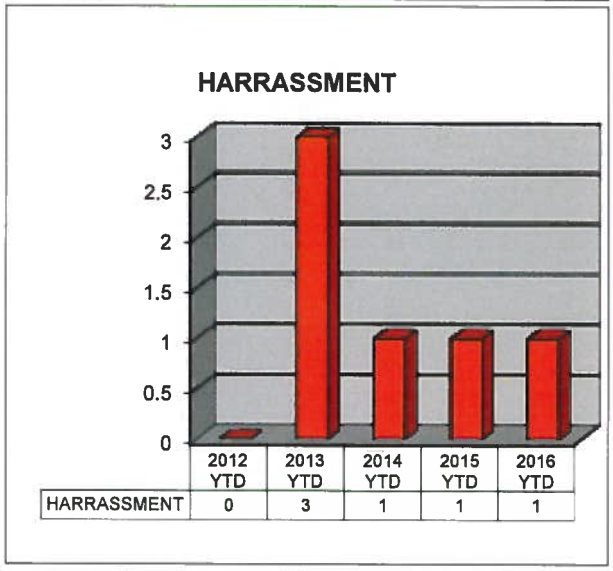
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
THEFT FROM MOTOR VEHICLE	7	13	2	0	4



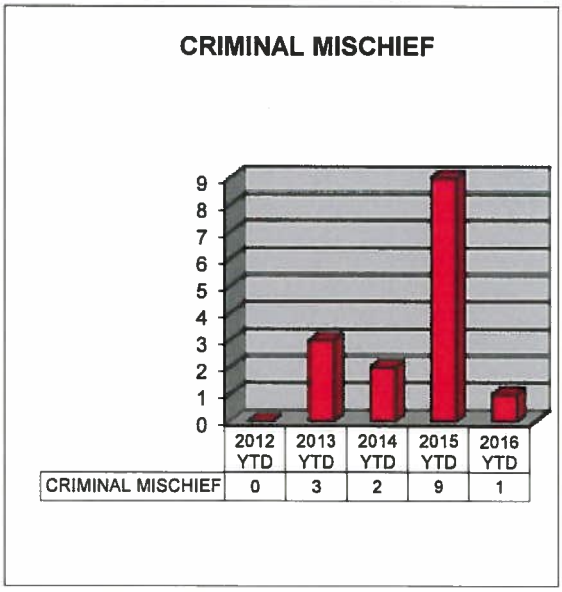
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
THEFT	4	3	6	9	4



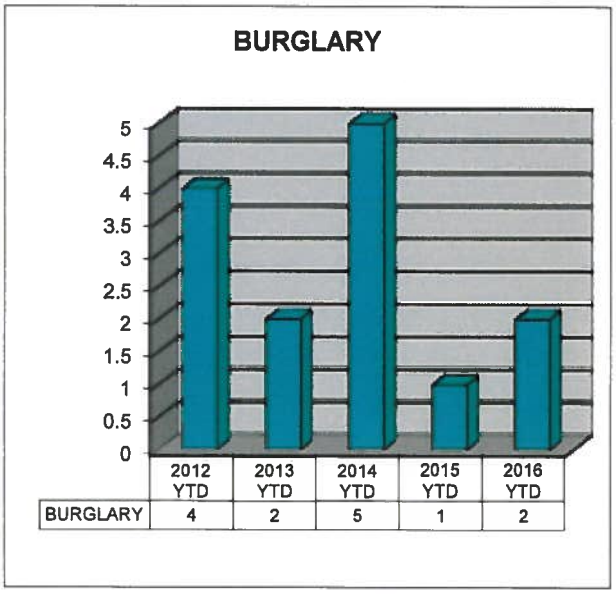
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
FRAUD RELATED	5	3	7	6	8



	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
HARRASSMENT	0	3	1	1	1



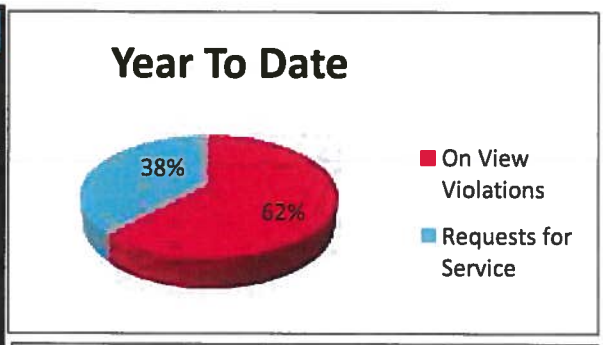
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
CRIMINAL MISCHIEF	0	3	2	9	1

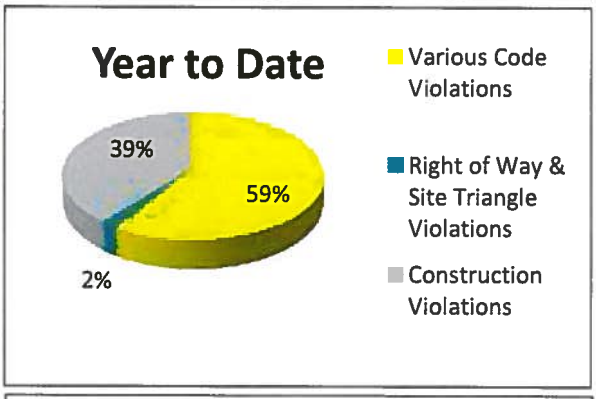


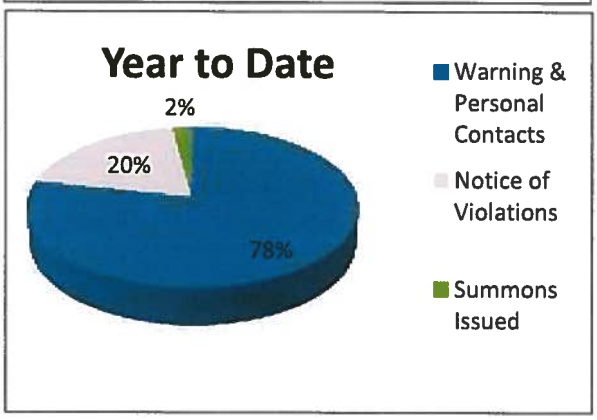
	2012 YTD	2013 YTD	2014 YTD	2015 YTD	2016 YTD
BURGLARY	4	2	5	1	2

Cherry Hills Village
Code Enforcement Statistics
March 2016

Code Enforcement Issues	Month	YTD
On View Violations	9	29
Requests for Service	6	21
Sight Triangle Violations	1	1
Construction Site Violations	12	41
Permit Violations	3	3
Stop Work Orders Served	1	2
Fence Violations	0	0
Weed Violations	0	0
Trash, Debris and Junk	0	0
Trees/Bushes Violations	0	0
Zoning Violations	0	2
Right of Way Violations	0	1
Roll-offs/Port-a-let Violations	1	1
Sign Violations	19	52
Warnings/Personal Contacts	9	36
Letters/Posted Notices	0	5
Summons Issued	0	1
Notice of Violations	0	9
Misc. Code Violations	4	14

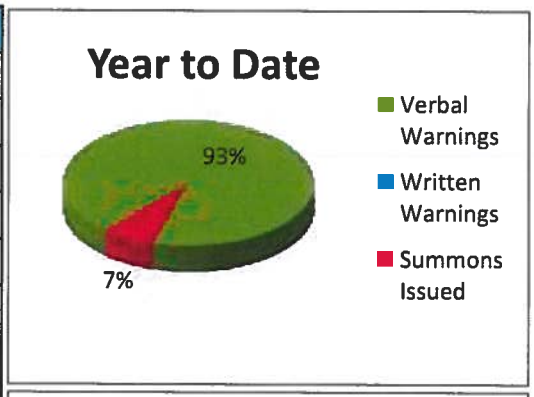


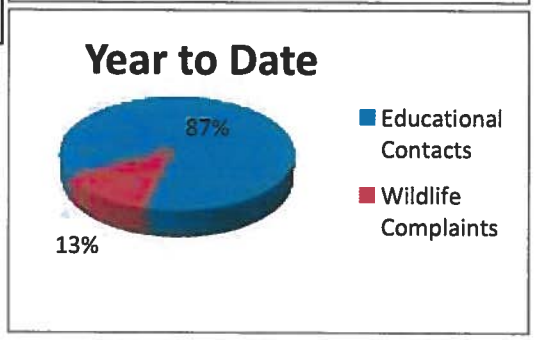


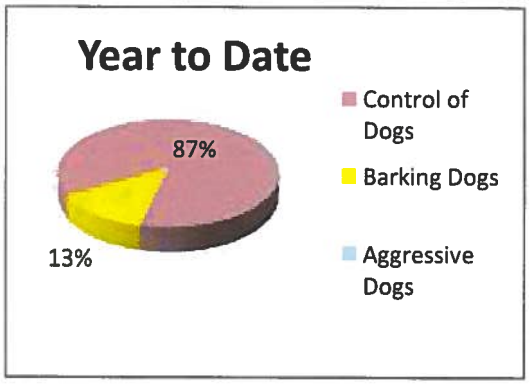


Cherry Hills Village
Animal Control Statistics
March 2016

Animal Control Issues	Month	YTD
Educational Contacts	10	20
Control of Dogs	10	27
Barking Dogs	1	4
Aggressive Dogs	0	0
Wildlife Complaints	2	3
Verbal Warnings	12	28
Written Warnings	0	0
Summons Issued	0	2







CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
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Village Center
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FAX 303-761-9386

ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: TERRI LITTLEFORD, MUNICIPAL COURT CLERK

SUBJECT: MUNICIPAL COURT MONTH END REPORT FOR MARCH 2016

DATE: APRIL19, 2016

DISCUSSION
Municipal Court Statistics

Monthly Totals	2016	2015	Difference
Citations filed	193	144	25%
Court appearances/guilty to original	96	99	-3%
Plea by mail letters sent	142	93	35%
Revenue	$23,265.00	$20,025.00	$2,150.00

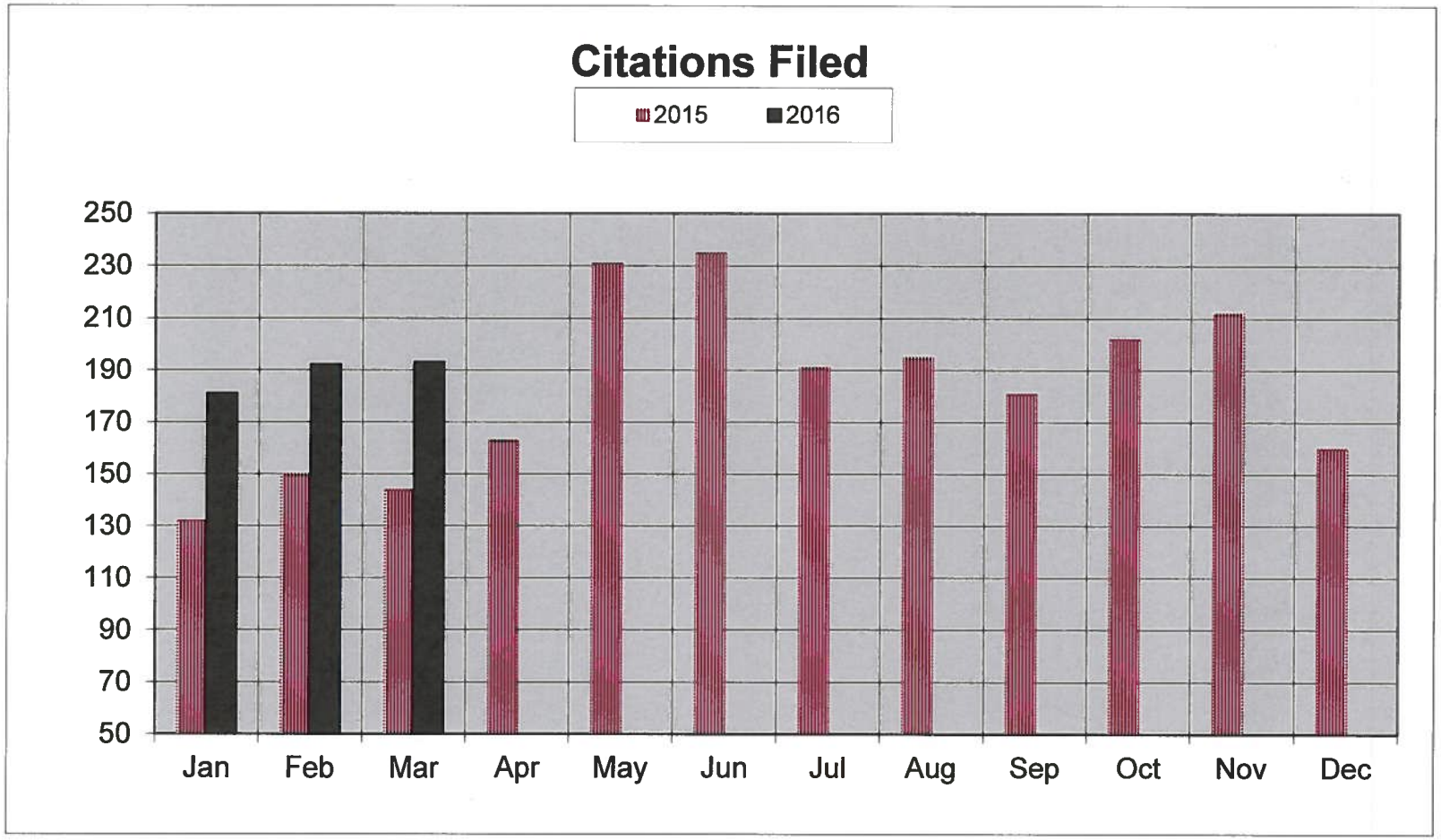
BUDGET IMPACT STATEMENT
Through February 2016 the Municipal Court has collected 24% of the total budgeted revenue amount.

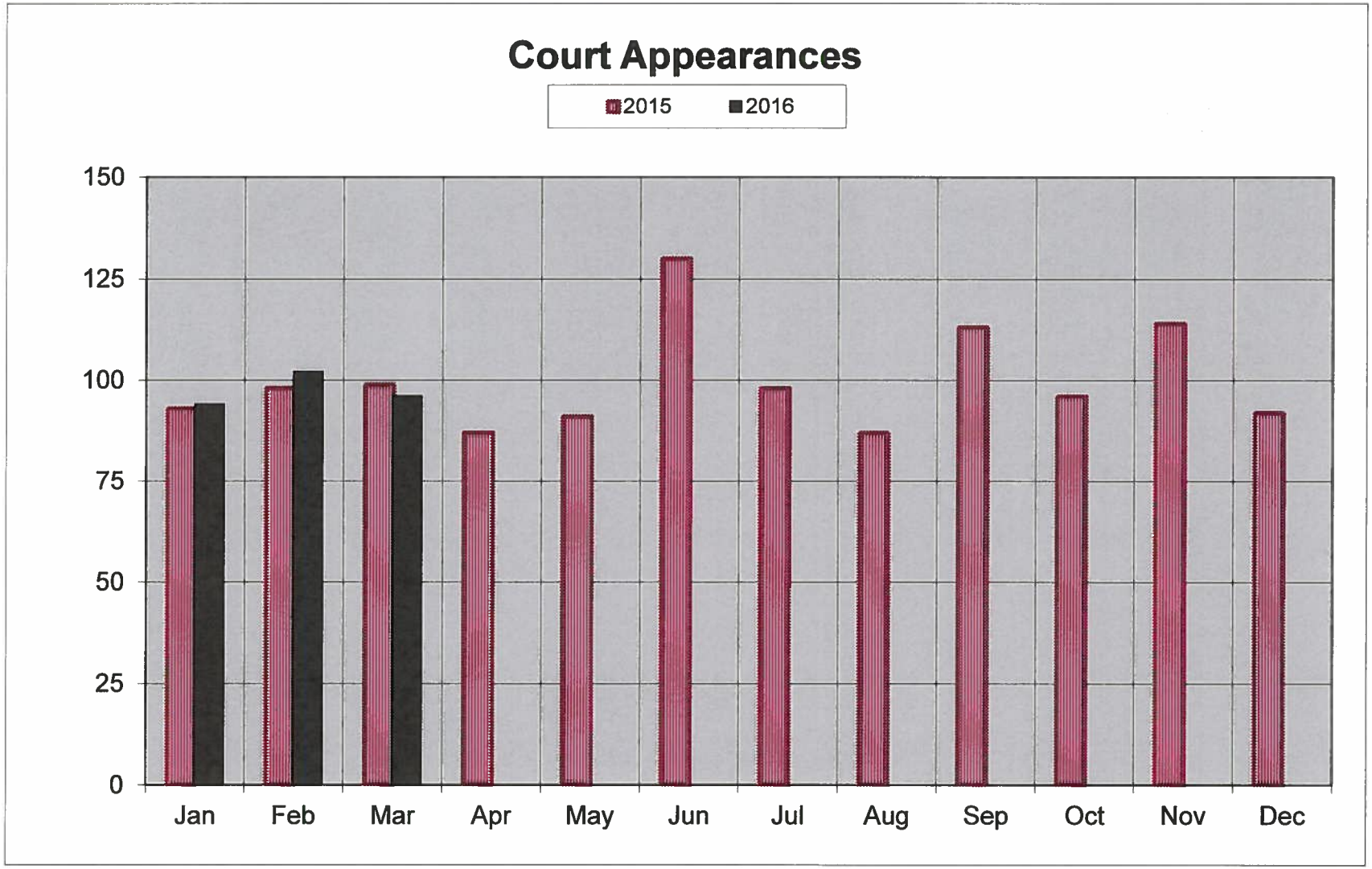
ATTACHMENTS
Exhibit A: Municipal Court Monthly Activity and Graphs

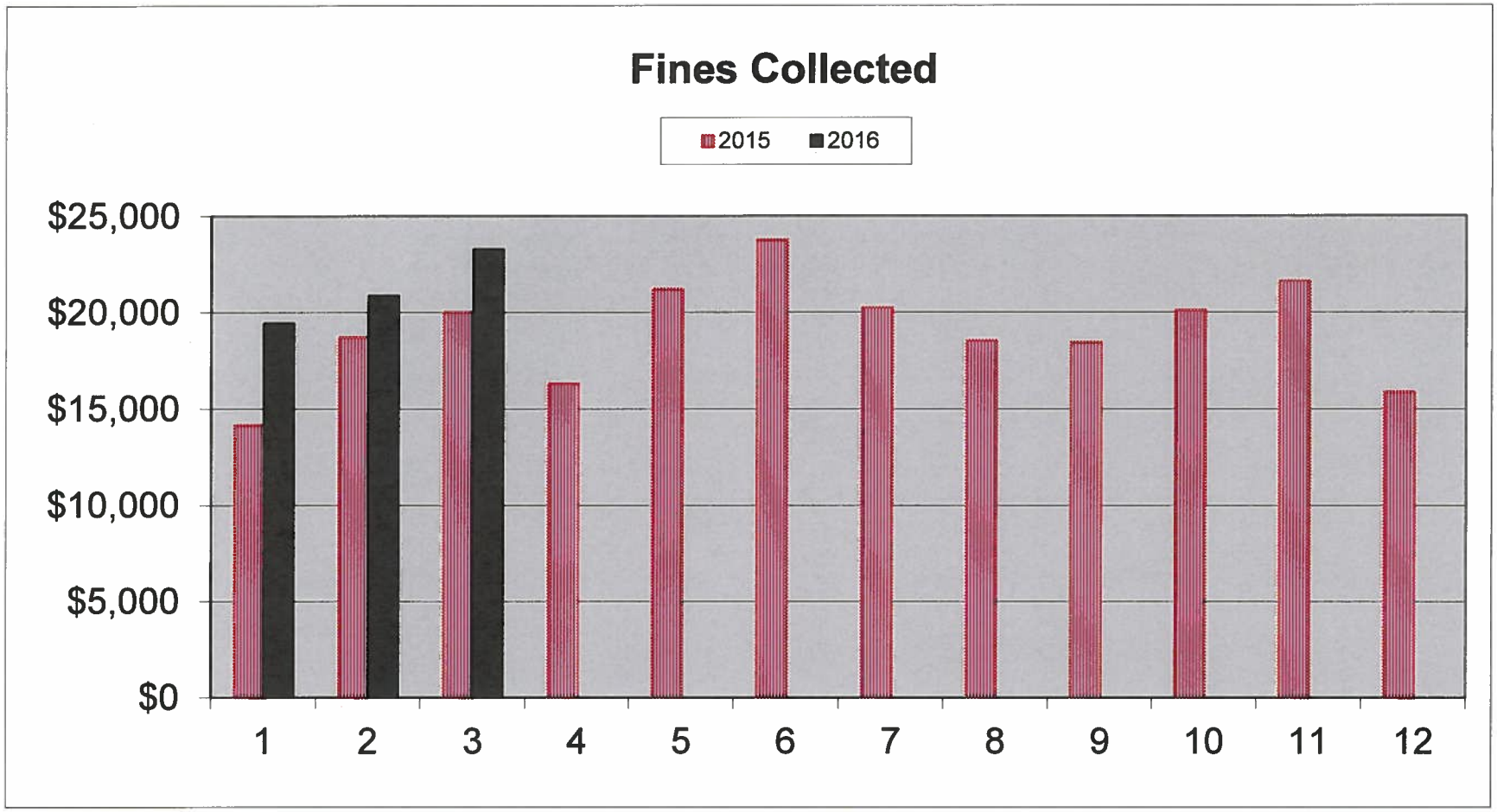
EXHIBIT A

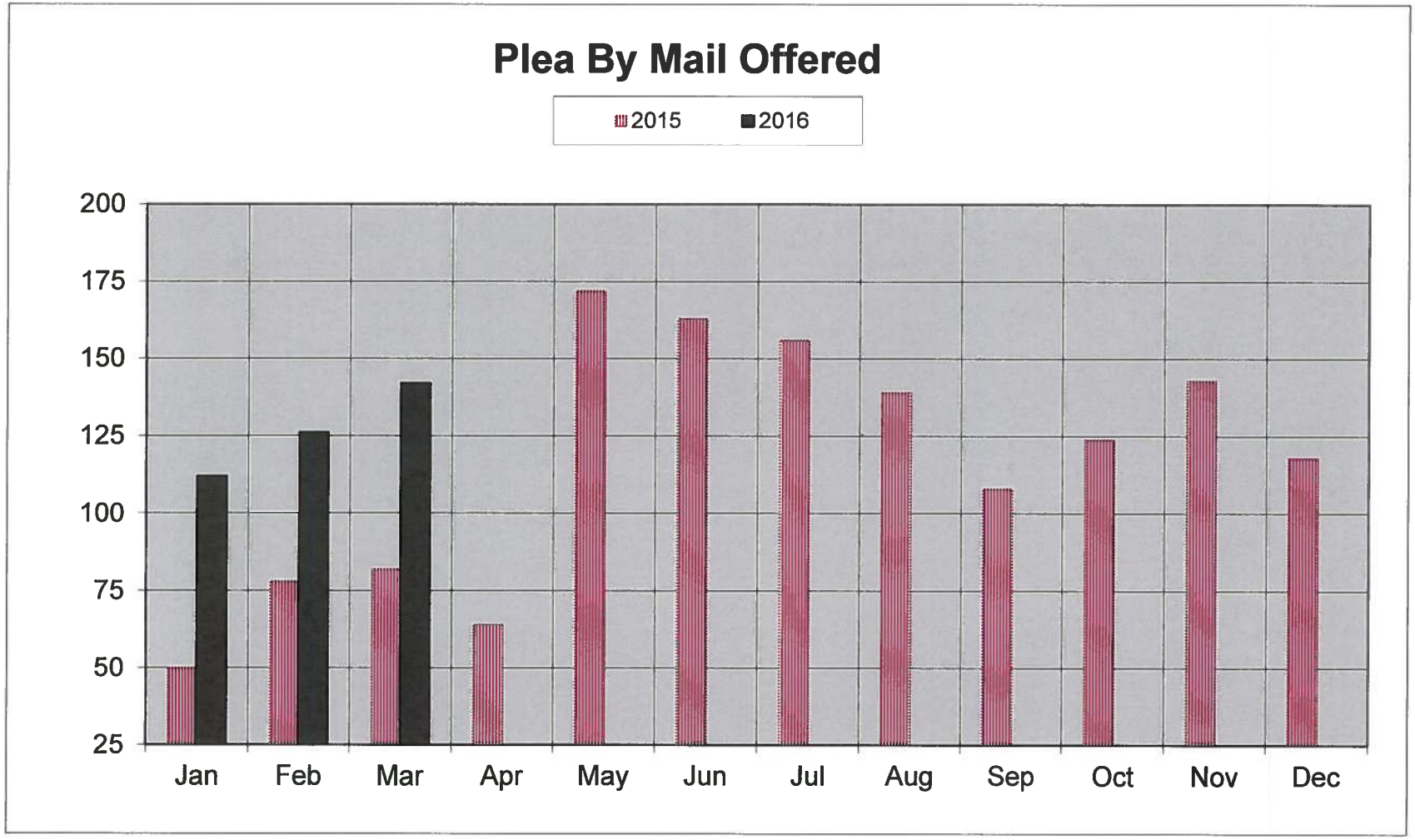
CHERRY HILLS VILLAGE MUNICIPAL COURT
MONTHLY ACTIVITY
March-16

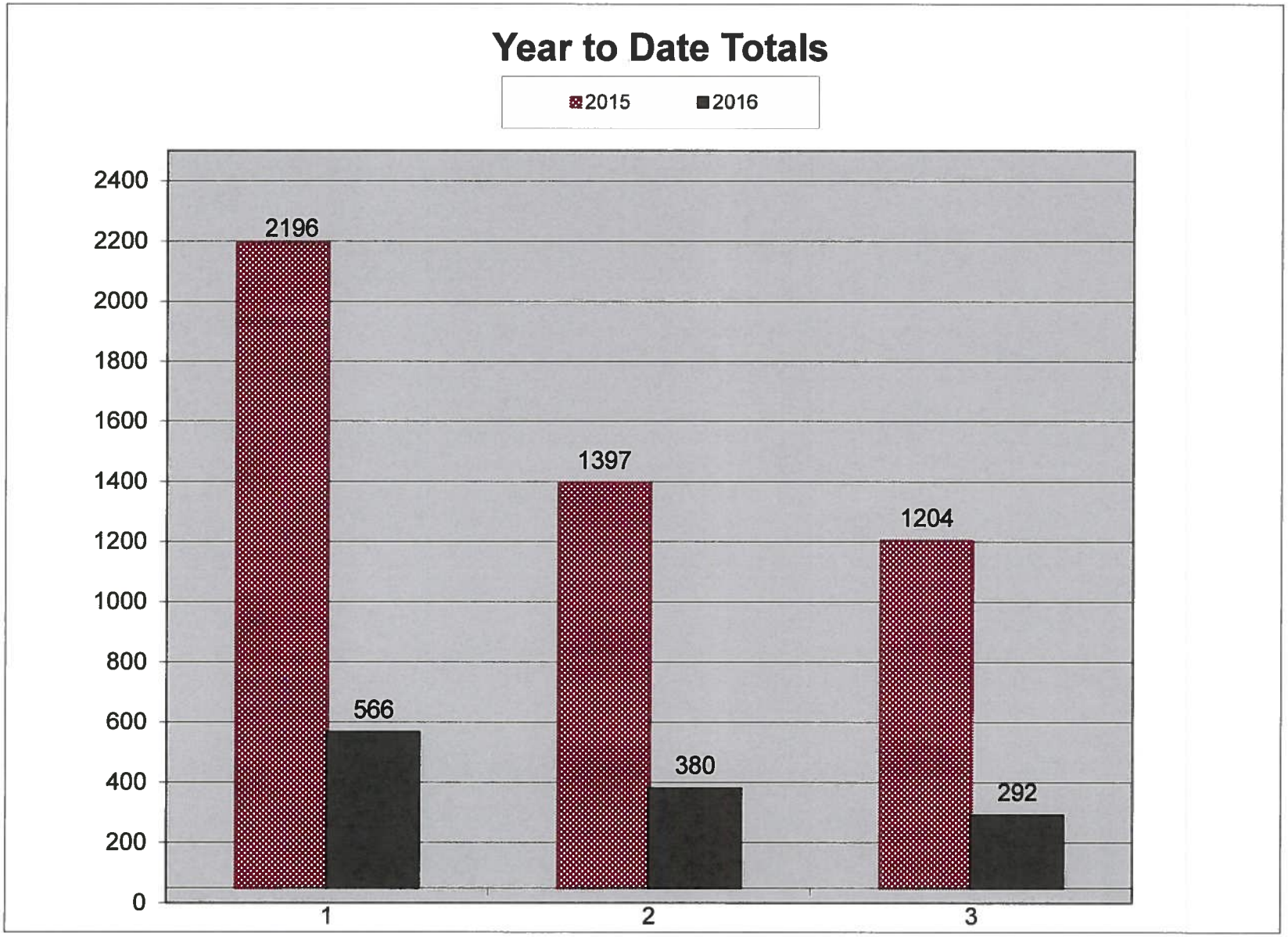
	MONTH	YTD	PRIOR YTD
COMPLAINTS FILED			
TRAFFIC	166	501	390
PARKING	22	41	19
DOG	0	2	4
OTHER	5	22	13
TOTAL	**193**	**566**	**426**
CLOSED BY CLERK			
CLOSED BY CLERK	22	48	48
TOTAL	**22**	**48**	**48**
PLEA BY MAIL			
GLTY PLEA BY MAIL	130	342	198
TOTAL	**130**	**342**	**198**
COURT ACTIVITY			
GLTY TO ORIG	21	63	70
GUILTY TO AMENDED	51	157	137
DEFERRED JUDGMENTS	1	16	16
NOT GUILTY (set to trial)	1	5	3
NOT GUILTY (set to jury)	0	0	0
DISMISSED (proof of ins provided)	19	38	47
DISMISSED	3	13	2
SHOW CAUSE HEARINGS	0	0	1
TRIAL TO COURT			
CONVICTIONS	0	0	0
AQUITTALS	0	0	0
DISMISSED	0	0	0
TRIAL TO JURY			
CONVICTIONS	0	0	0
ACQUITTALS	0	0	0
DISMISSED	0	0	0
MISTRIALS	0	0	0
NUMBER OF PEOPLE IN COURT	**96**	**292**	**276**
TOTAL MONEY COLLECTED	$23,265.00	$63,580.00	


Citations Filed
2015
2016
250
230
210
190
170
150
130
110
90
70
50
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec


Court Appearances
2015
2016
150
125
100
75
50
25
0
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec


Fines Collected
2015
2016
$25,000
$20,000
$15,000
$10,000
$5,000
$0
1
2
3
4
5
6
7
8
9
10
11
12


Plea By Mail Offered
2015
2016
200
175
150
125
100
75
50
25
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec


Year to Date Totals
2015
2016
2400
2200
2000
1800
1600
1400
1200
1000
800
600
400
200
0
2196
566
1397
380
1204
292
1
2
3

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ITEM: 9d(i)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: JAY GOLDIE, INTERIM CITY MANAGER/DIRECTOR OF PUBLIC WORKS

SUBJECT: PUBLIC WORKS MARCH 2016-MONTH END REPORT

DATE: APRIL 19, 2016

Spring once again reminded us that winter is not over. Crews worked around-the-clock to clear roads and maintain safe conditions as a result of the March 23rd blizzard. Staff communicated with Xcel Energy throughout the day to keep residents up-to-date on the status of power outages around the City as a result of the storm. After storm plow and vehicle maintenance was performed. Quarterly gravel road maintenance was completed and included adding 50 tons of material to Birch Street and 20 tons of material to Fairfax. City wide repairs were made to landscape damage as a result of plowing operations through the winter. In preparation for spring and summer crews conducted stormwater inspections and City wide trash pick-up. Asphalt repairs were started in preparation for the upcoming season. Crews also performed sign straightening City wide.

The Parks crew spent multiple hours on maintenance tasks including; snow removal operations, City wide trash pick-up, City wide sweeping of paved trails, shop work, vehicle equipment maintenance, fence repair, trail repair and City wide tree trimming. In addition, the crew repaired a large section of bridle trail located off of Monroe Lane. This section of trail has flooding issues and needed to be restored. Crews also completed planting 12 trees in Three Pond Park. Seven of the trees were harvested from the City owned tree nursery.

39 right-of-way permits have been issued in 2016. Staff is gearing up for another busy season with a goal to protect our streets and infrastructure from damage caused by construction. The permitting process has reduced warranty work, violations and stormwater damage. City streets are cleaner and the process has created longevity of the City's roadways. In previous years staff spent several weeks repairing damage caused by outside contractors. The City now tracks all work being done within our boundaries so contractors are held accountable for any repairs.

ATTACHMENTS
March 2016 Public Works logs
Right-of-Way Monthly Report

MARCH 2016 PARKS RECORD LOG SHEET

	Week 9	Week 10	Week 11	Week 12	Week 13	TOTALS
ad - Administrative Office Work	18.5	13		4		35.5
bm - Building Maintenance						0
cn - Concrete						0
cp - Overseeing contractor project						0
cr - Crackseal						0
fn - Fence repairs		16				16
ft - Fertilizing Trees						0
gm - Gen. Maint to trails, parks, ROW	26	36	2	28		92
gps - GPS and Mapping		11	3			14
hl-d - Loads to dump	3					3
hl-po - Materials to shop						0
hl-r - Loads to recycle shop						0
hl-s - Loads to shop						0
ir - Irrigation repairs		16				16
ln - Landscape Repairs						0
Misc - Miscellaneous						0
mw-p - Mowing Parks						0
mw-e - Mowing entry features						0
mw-r - Mowing rights of ways						0
mw-t - Mowing Trails						0
pl - Planting			70			70
pm - Preventative maint/repair on equip						0
po - Purchase materials all operations						0
se - Special Events						0
sg - Sign repair						0
shp - Shop Work	13		19	8		40
sn - Snow			9	95		104
spw - Spray Weeds	42					42
sw-t - Sweeping trails						0
tr - Training & Conf/including safety						0
ts - Trash both cans and loose trash	4	32	4	4		44
tt - Trimming trees & maint & wrapping	28	33	3	6		70
wa - Watering						0
wd-m - Weed cutting mains						0
wd-p - Weed cutting parks						0
wd-r - Weed cutting rights of ways						0
wd-t - Weed cutting trails						0
pto - Paid Time Off	25.5	3	50	33		111.5
hol - Holiday Pay						0
to-c - Time off comp						0
to-w - Time off for workers comp						0
TOTAL HOURS	160	160	160	178	0	658
MATERIALS						
mu - Mulch						0
ts - Top soil						0
sr-r - Split rail - Rails						0
sr-p - Split rail - Posts						0
tb - Tree branches	2					2
Sod						0
ms - Misc materials						0
rb - Road Base						0
Bollards						0
Rock						0
Construction Materials						0
Clippings						0
Trash						0
Planters Mix						0

MARCH 2016 STREETS RECORD LOG SHEET

		Week 9	Week 10	Week 11	Week 12	Week 13	TOTALS
ad - Administrative Office Work		15	24	20	20	27	106
as - Asphalt patching operations				30	12	2	44
bm - Building Maintenance							0
cn - Concrete repairs							0
cp - Overseeing contractor operations		2					2
cr - Sealing Operation						14	14
dr - Drainage Work		28	22	5			55
fn - Fence repairs							0
gm - General Maintenance							0
gv - Gravel road maintenance		67	28	2		2	99
hl-d - Loads to dump		7	9	10			26
hl-po - Materials hauled to shop			13				13
hl-r - Loads to recycle plant							0
hl-s - Loads to shop							0
ir - Irrigation repairs							0
ln - Landscape Repairs			3	28	3		34
Misc			8				8
mw-p - Mowing parks							0
mw-r - Mowing Rights of Ways							0
mw-t - Mowing Trails							0
pm - Preventative Maintenance				5	11	36	52
po - Purchasing materials				8	4	4	16
pt - Street Painting							0
sg - Sign Work		13	5	12			30
sh - Shouldering work for Asphalt				5			5
shp - Shop Work			2				2
sn - Snow removal operations				14	73.5		87.5
sw - Sweeper operations & cleanup		10	10	30	26	28	104
tr - Training & Conferences						16	16
ts - Trash (cans and loose)			15				15
tt - Tree Trimming		8					8
wd-p - Weed cutting parks							0
wd-r - Weed cutting rights of ways							0
wd-s - Weed Spray							0
wd-t - Weed cutting trails							0
pto - Paid time off		10	6	5	10	15	46
to-c - Time off comp							0
to-w - Time off workers comp							0
Hol - Holiday							0
TOTALS		160	145	174	159.5	144	782.5
MATERIALS							
as-in - Asphalt (Shop-Laid)	tons				3		3
as-out - Asphalt (demo)	tons						0
rb - Road base	tons	30	153				183
cn - Concrete (Demo)	tons						0
cn - Concrete	yards						0
ts - Topsoil	yards						0
Mulch	yards						0
tb - Tree Branches	loads						0
cf - Crusher Fines	tons						0
ss - Salt/Sand	tons						0
ms - Misc.	loads						0
sw-dump - Sweepings	tons	39	13	65			117
sw-shop - Sweepings	tons	16	15	28	16	20	95
Ditch Dirt	tons	41					41
Rock	tons						0
water, mag							0
Trash	loads						0
Construction Debris	loads						0

2016 RIGHT-OF-WAY PERMITS
MONTHLY REPORT

JANUARY 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
12	2	2	2				18

FEBRUARY 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
5		2	1				8

MARCH 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
6	1	3	1	1	1		13

APRIL 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

MAY 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

JUNE 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

JULY 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

AUGUST 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

SEPTEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

OCTOBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

NOVEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

DECEMBER 2016							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
							0

2016 YEAR END TOTALS							
UTILITY WORK	DRIVEWAY INSTALL/REPAIR	VEHICLE TRACKING PAD	OCCUPATION	PARKS/ TRAILS	LANDSCAPE	MAJOR JOBS	TOTAL PERMITS
23	3	7	4	1	1	0	39

CHERRY HILLS VILLAGE
COLORADO

2450 E. Quincy Avenue
Cherry Hills Village, CO 80113
www.cherryhillsvillage.com

Village Center
Telephone 303-789-2541
FAX 303-761-9386

ITEM: 9d(ii)

MEMORANDUM

TO: HONORABLE MAYOR CHRISTMAN AND MEMBERS OF THE CITY COUNCIL

FROM: KAREN PROCTOR, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: UNAUDITED FINANCIAL STATEMENTS-MARCH 2015

DATE: APRIL 19, 2016

ISSUE How do the City of Cherry Hills Village finances through March compare to budget?

DISCUSSION

- **Background**
  The City Council approved the 2016 General Fund budget with revenues equal to expenditures in the amount of $7,004,867 and a Capital Fund with an approved 2016 budget deficit of ($765,348).

- **Analysis**
  At the end of March actual General Fund revenues exceeded expenditures by $65,443. Forecasted revenue and expenditures through December 2016 show revenues exceeding expenditures by approximately $52,128.

  At the end of March, actual Capital Fund revenues exceed expenditures by $178,861. Forecasted revenues and expenditures through December 2016 show expenditures exceeding revenue by approximately ($525,235).

ATTACHMENTS

Exhibit A: General Fund Financial Graphs
Exhibit B: General Fund Statement of Revenue and Expenditures Summary
Exhibit C: March 2016 Financial Statements

EXHIBIT A

The City of Cherry Hills Village Financial Snapshot For March 2016

			% of 2016 Budget	Notes:
GENERAL FUND (01)				
Revenues				
Budget:	$	7,004,867		
Received to Date:	$	1,728,317		
% of Year Completed:		25%		
% Received YTD:		25%		
Expenditures				
Administration				
Budget:	$	1,861,128		
Expended to Date:	$	417,952		
% of Year Completed:		25%		
% Expended YTD:		22%		
Community Development				
Budget:	$	604,870		
Expended to Date:	$	102,172		
% of Year Completed:		25%		
% Expended YTD:		17%		
Public Safety				
Budget:	$	3,155,024		
Expended to Date:	$	842,233		
% of Year Completed:		25%		
% Expended YTD:		27%		
Public Works				
Budget:	$	1,147,281		
Expended to Date:	$	235,827		
% of Year Completed:		25%		
% Expended YTD:		21%		

To Year End General Fund Revenues are Projected to Exceed Expenditures By:
$52,128

CAPITAL FUND (02) EXPENDITURES			
Budget:	$	4,605,065	
Expended to Date:	$	54,149	
% of Year Completed:		25%	
% Expended YTD:		1%	
PARKS AND RECREATION (30) EXPENDITURES			
Budget:	$	1,787,749	
Expended to Date:	$	172,024	
% of Year Completed:		25%	
% Expended YTD:		10%	

GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 ESTIMATE	2016 BUDGET
REVENUE					
Current Property Taxes @ 7.30 Mills	2,196,853	2,123,466	2,129,487	2,461,683	2,461,683
Use/Tax Motor Vehicles	1,101,958	1,146,976	1,105,996	1,061,149	1,066,887
Sales Tax	1,205,914	1,225,012	1,122,134	965,640	991,232
Service Expansion Fees	160,094	164,276	154,522	150,382	150,000
Building Permits	477,725	811,537	617,789	546,741	550,000
Franchise Fees	431,275	455,827	407,553	359,700	359,700
Highway Users Tax	242,555	246,369	254,789	239,517	241,697
Municipal Court Fines	277,314	278,297	228,886	267,324	270,000
County Road & Bridge Levy	120,336	113,504	113,995	134,380	134,381
Specific Ownership Tax	(17,680)	-	-	264,000	264,000
Other Revenues	584,678	733,539	989,727	511,898	515,287
TOTAL OPERATING REVENUE	6,781,022	7,298,803	7,124,878	6,962,415	7,004,867
EXPENDITURES					
Administration	1,572,634	1,799,030	1,368,387	1,837,853	1,861,128
Judicial	82,124	90,501	81,424	74,564	75,279
Data Processing	98,899	130,595	121,615	132,005	133,583
Community Development	424,062	431,478	549,527	595,956	604,870
Crier	16,364	19,854	21,361	31,544	30,500
Public Safety	2,507,255	2,529,088	3,094,845	3,121,871	3,152,225
Public Works	787,375	901,474	1,156,758	1,116,495	1,147,282
TOTAL OPERATING EXPENDITURES	5,488,713	5,902,020	6,393,917	6,910,288	7,004,867
Management Contingency/Transfer Out	-	-	-		
TOTAL EXPENDITURES	5,488,713	5,902,020	6,393,917	6,910,288	7,004,867
OPERATING GAIN/(LOSS)	1,292,309	1,396,783	730,960	52,128	0
EXTRAORDINARY EXPENSES					
Transfer to Parks and Rec Fund	-	-	1,542,491	-	-
Transfer to Capital Fund	965,056	1,065,944	-	-	-
TOTAL EXTRAORDINARY EXPENSES	965,056	1,065,944	1,542,491	-	-
BEGINNING FUND BALANCE	6,142,706	6,469,959	6,800,798	6,800,798	6,852,925
ADD/(SUBTRACT) OPERATING DIFFERENCE	1,292,309	1,396,783	730,960	52,128	0
LESS: EXTRAORDINARY EXPENSES	(965,056)	(1,065,944)	(1,542,491)	-	-
ENDING FUND BALANCE	6,469,959	6,800,798	5,989,267	6,852,925	6,852,925
EMERGENCY RESERVE	548,871	590,202	639,392	691,029	700,487
AVAILABLE FUND BALANCE	5,921,087	6,210,596	5,349,875	6,161,897	6,152,439

EXHIBIT B

EXHIBIT C

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

GENERAL FUND

ASSETS

01-1000	CASH - COMBINED FUND	(1,364,077.93)	
01-1011	CASH ON HAND-GEN FUND	350.00	
01-1015	XPRESS DEPOSIT ACCOUNT	852.00	
01-1029	CASH ON DEPOSIT-CRIER	(73,839.13)	
01-1031	CASH-COUNTY TREASURER GENERAL	306,108.87	
01-1032	CASH-CTY CLERK USE TAX	(.03)	
01-1041	INVEST ACCT GEN'L FUND	123,488.58	
01-1042	INVESTMENT ACCT-CSAFE	103,076.20	
01-1043	INVEST ACCT-COLOTRUST+	5,771,593.20	
01-1045	1ST BANK CD'S	506,826.00	
01-1046	STEELE STREET BANK CD'S	509,908.86	
01-1051	TAXES RECEIVABLE	1,433,287.35	
01-1151	ACCOUNTS RECEIVABLE	4,025.32	
01-1152	SALES TAX RECEIVABLE	(.01)	
01-1551	HEALTH/DENTAL INS. PAYABLES	82,391.02	
01-1552	PREPAID EXPENSES	100,000.00	
01-1601	LAND	15,169,580.08	
01-1631	BUILDINGS	4,986,859.61	
01-1632	GROUND IMPROVEMENTS	223,820.14	
01-1641	PUBLIC WORKS EQUIPMENT	1,591,966.59	
01-1642	PUBLIC SAFETY EQUIPMENT	683,640.85	
01-1643	ADMINISTRATION EQUIPMENT	232,947.35	
01-1645	CONSTRUCTION IN PROCESS	33,957.50	
01-1701	COMPUTER LOAN PROGRAM	7,402.98	
	TOTAL ASSETS		30,434,165.40

LIABILITIES AND EQUITY

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

GENERAL FUND

	LIABILITIES			
01-2011	VOUCHERS PAYABLE		(1,313.00)	
01-2014	PAYROLL PAYABLES-ZERO BALANCE		.08	
01-2015	FICA/FWH PAYABLES		(363.42)	
01-2016	401(A) PAYABLES		3,803.23	
01-2017	457 PAYABLES		(91.62)	
01-2020	HEALTH SAVINGS PAYABLES		32,287.44	
01-2022	FSA PAYABLES		10,000.00	
01-2023	RETIREMENT PAYABLES		2,147.36	
01-2025	LIFE, DEP, STD & LTD INS		30,052.96	
01-2101	FSA MEDICAL SPENDING ACCT		(2,012.48)	
01-2201	RECOGNIZANCE BONDS		1,180.00	
01-2202	JURY FEES - ESCROW		(50.00)	
01-2221	RESERVE-TAXES RECEIV.		1,433,287.35	
01-2251	CHERRY HILLS GIFT FUND ESCROW		17,328.56	
01-2252	ART COMMISSION DONATIONS		(35,793.00)	
01-2253	BUTTERFIELD DONATIONS		(196,077.03)	
01-2261	POLICE DEPT SEIZURE ESCROW		.35	
01-2370	BUILDING ESCROW		132,297.67	
01-2380	ROW-DRIVEWAYS		30,000.00	
01-2641	INVESTMENT IN FIXED ASSETS		22,922,772.12	
	TOTAL LIABILITIES			24,379,456.57
	FUND EQUITY			
01-2952	TABOR EXCESS		1,078,951.30	
	UNAPPROPRIATED FUND BALANCE:			
01-2900	FUND BALANCE	4,910,314.22		
	REVENUE OVER EXPENDITURES - YTD	65,443.31		
	BALANCE - CURRENT DATE		4,975,757.53	
	TOTAL FUND EQUITY			6,054,708.83
	TOTAL LIABILITIES AND EQUITY			30,434,165.40

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAX REVENUES					
01-310-3111	CURRENT PROPERTY TAXES	308,040.47	1,034,127.36	2,461,683.00	1,427,555.64	42.0
01-310-3121	SPECIFIC OWNERSHIP TAXES	.00	.00	264,000.00	264,000.00	.0
01-310-3161	UTILITY FRANCHISE FEE	38,463.09	39,047.49	359,700.00	320,652.51	10.9
01-310-3162	CABLE TELEVISION FEES	.00	.00	133,000.00	133,000.00	.0
01-310-3191	CURRENT TAX INTEREST	124.09	(498.25)	6,000.00	6,498.25	(8.3)
01-310-3311	SALES TAX	66,194.19	139,575.03	991,232.00	851,656.97	14.1
01-310-3312	USE TAX/MOTOR VEHICLES	.00	173,578.27	1,066,887.00	893,308.73	16.3
	TOTAL TAX REVENUES	412,821.84	1,385,829.90	5,282,502.00	3,896,672.10	26.2
	LICENSE AND PERMIT REVENUES					
01-320-3211	LIQUOR LICENSES	1,225.00	2,300.00	7,201.00	4,901.00	31.9
01-320-3213	SECURITY ALARM PERMITS	(175.00)	30,325.00	30,000.00	(325.00)	101.1
01-320-3221	BUILDING PERMITS	46,858.10	95,687.99	550,000.00	454,312.01	17.4
01-320-3222	SERVICE EXPANSION FEES	17,091.10	18,582.40	150,000.00	131,417.60	12.4
01-320-3223	ZONING & SUBDIVISION FEES	.00	.00	2,000.00	2,000.00	.0
01-320-3224	ELEVATOR INSPECTION FEE	.00	.00	3,600.00	3,600.00	.0
01-320-3225	PLAN REVIEW FEE	16,725.00	32,775.00	90,000.00	57,225.00	36.4
01-320-3226	REINSPECTION FEES	.00	.00	500.00	500.00	.0
01-320-3227	DOG LICENSES	370.00	1,520.00	2,200.00	680.00	69.1
01-320-3228	STREET CUT PERMITS	3,075.00	12,637.50	55,000.00	42,362.50	23.0
01-320-3229	STORMWATER CONSTRUCTION PERMIT	300.00	600.00	2,000.00	1,400.00	30.0
01-320-3230	PLAN REVIEW-STORMWATER CONSTRU	300.00	600.00	8,000.00	7,400.00	7.5
	TOTAL LICENSE AND PERMIT REVENUES	85,769.20	195,027.89	900,501.00	705,473.11	21.7
	INTERGOVERNMENTAL REVENUES					
01-330-3321	MOTOR VEH.REGISTRATION	1,908.50	6,419.00	25,000.00	18,581.00	25.7
01-330-3342	CIGARETTE TAX	310.27	872.29	2,800.00	1,927.71	31.2
01-330-3352	HIGHWAY USERS TAX	20,054.36	39,447.35	241,697.00	202,249.65	16.3
01-330-3371	CNTY RD/BRDGE LEVY	.00	.00	134,381.00	134,381.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	22,273.13	46,738.64	403,878.00	357,139.36	11.6
	CHARGES FOR SERVICES REVENUES					
01-350-3420	EXTRA DUTY SERVICE CHARGES	3,395.00	9,930.00	55,000.00	45,070.00	18.1
01-350-3421	FALSE ALARM FEES	.00	.00	1,000.00	1,000.00	.0
01-350-3511	MUNICIPAL COURT FINES	23,265.00	63,580.26	270,000.00	206,419.74	23.6
01-350-3512	DUI FINES	1,335.37	1,803.12	12,000.00	10,196.88	15.0
01-350-3513	FUEL SURCHARGE	1,560.00	4,480.00	20,000.00	15,520.00	22.4
	TOTAL CHARGES FOR SERVICES REVENUES	29,555.37	79,793.38	358,000.00	278,206.62	22.3

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUES					
01-360-3611	INTEREST INCOME	3,169.88	7,667.06	12,000.00	4,332.94	63.9
01-360-3612	PENALTY-BUILDING PERMITS	150.00	1,700.00	3,000.00	1,300.00	56.7
01-360-3650	CRIER CONTRIBUTIONS	3,815.00	3,890.00	7,000.00	3,110.00	55.6
01-360-3660	CRIER ADVERTISEMENT	555.00	3,030.00	10,000.00	6,970.00	30.3
01-360-3680	OTHER REVENUES	757.84	2,643.65	20,000.00	17,356.35	13.2
01-360-3690	LEASE PROCEEDS	665.50	1,996.50	7,986.00	5,989.50	25.0
	TOTAL MISCELLANEOUS REVENUES	9,113.22	20,927.21	59,986.00	39,058.79	34.9
	TOTAL FUND REVENUE	559,532.76	1,728,317.02	7,004,867.00	5,276,549.98	24.7

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION DEPARTMENT					
01-411-1011	PERSONNEL SERVICES	38,826.91	135,894.26	496,616.00	360,721.74	27.4
01-411-1012	FEE PERSONNEL	.00	1,200.00	16,800.00	15,600.00	7.1
01-411-1013	SOCIAL SECURITY TAXES	2,994.93	(22,907.01)	39,729.00	62,636.01	(57.7)
01-411-1014	RETIREMENT 401-NONSWORN	522.96	1,822.75	35,000.00	33,177.25	5.2
01-411-1015	RETIREMENT	677.86	(5,766.08)	65,000.00	70,766.08	(8.9)
01-411-1016	HEALTH-LIFE-DENTAL INSURANCE	4,152.76	12,458.28	487,522.00	475,063.72	2.6
01-411-1017	UNEMPLOY-WORKMENS COMP INS	5,076.00	14,317.00	113,000.00	98,683.00	12.7
01-411-1019	OVERTIME	.00	287.16	.00	(287.16)	.0
01-411-2021	OFC-SUPPLIES-POSTAGE	3,215.72	4,037.41	16,280.00	12,242.59	24.8
01-411-2022	PRINTING-REPRODUCTION	.00	127.96	2,500.00	2,372.04	5.1
01-411-2028	SPECIAL MATERIALS	145.81	608.48	2,500.00	1,891.52	24.3
01-411-3031	GAS-HEAT-LIGHT	2,807.06	5,050.32	21,000.00	15,949.68	24.1
01-411-3033	COMMUNICATIONS	1,923.45	5,056.90	28,000.00	22,943.10	18.1
01-411-3035	SEWER	.00	477.00	3,136.00	2,659.00	15.2
01-411-4040	COUNTY TREASURER FEES	3,473.70	11,652.46	24,617.00	12,964.54	47.3
01-411-4041	COUNTY USE TAX FEES	.00	8,678.93	53,344.00	44,665.07	16.3
01-411-4042	AUDIT	6,000.00	6,000.00	8,500.00	2,500.00	70.6
01-411-4043	LEGAL	27,364.00	39,655.50	150,000.00	110,344.50	26.4
01-411-4049	OTHER CONTRACTUAL SERVICES	654.34	8,408.24	16,492.00	8,083.76	51.0
01-411-6061	INSURANCE-BONDS	(8,041.04)	23,125.46	130,000.00	106,874.54	17.8
01-411-6062	ELECTION EXPENSE	.00	.00	6,000.00	6,000.00	.0
01-411-6063	TRAIN.-DUES-TRAVEL-SUBSC	1,312.33	16,372.59	95,817.00	79,444.41	17.1
01-411-6064	TESTING-PHYSICALS	.00	.00	300.00	300.00	.0
01-411-6066	LEGAL PUBLICATIONS	.00	.00	300.00	300.00	.0
01-411-6067	SPECIAL EVENTS	59.74	2,186.07	2,500.00	313.93	87.4
01-411-6068	MISCELLANEOUS EXPENSES	3,385.97	10,353.95	44,675.00	34,321.05	23.2
01-411-7071	EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
	TOTAL ADMINISTRATION DEPARTMENT	94,552.50	279,097.63	1,861,128.00	1,582,030.37	15.0
	JUDICIAL DEPARTMENT					
01-412-1011	PERSONAL SERVICES	4,006.16	13,941.56	51,471.00	37,529.44	27.1
01-412-1012	FEE PERSONNEL	1,000.00	2,500.00	13,000.00	10,500.00	19.2
01-412-1013	SOCIAL SECURITY TAXES	313.56	1,095.15	4,118.00	3,022.85	26.6
01-412-1015	RETIREMENT	192.30	673.05	.00	(673.05)	.0
01-412-1016	HEALTH-LIFE-DENTAL INSURANCE	1,086.51	3,259.53	.00	(3,259.53)	.0
01-412-2021	OFC SUPPLIES-POSTAGE	.00	14.67	100.00	85.33	14.7
01-412-2022	PRINTING-REPRODUCTION	.00	165.00	400.00	235.00	41.3
01-412-4050	JURY-WITNESS FEES	52.50	52.50	100.00	47.50	52.5
01-412-6063	TRAIN.-DUES-TRAVEL-SUBSC	40.00	463.00	560.00	97.00	82.7
01-412-6067	INTERPRETERS	.00	122.50	850.00	727.50	14.4
01-412-6068	MISCELLANEOUS EXPENSES	.00	.00	4,680.00	4,680.00	.0
	TOTAL JUDICIAL DEPARTMENT	6,691.03	22,286.96	75,279.00	52,992.04	29.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DATA PROCESSING DEPARTMENT					
01-414-2028	SOFTWARE	768.00	13,190.00	18,704.00	5,514.00	70.5
01-414-4049	OTHER CONTRACTUAL SERVICES	6,662.25	15,460.25	97,132.00	81,671.75	15.9
01-414-7071	EQUIPMENT	.00	9,781.70	17,747.00	7,965.30	55.1
	TOTAL DATA PROCESSING DEPARTMENT	7,430.25	38,431.95	133,583.00	95,151.05	28.8
	COMMUNITY DEVELOPMENT DEPARTME					
01-418-1011	PERSONNEL SERVICES	19,966.16	69,881.56	254,972.00	185,090.44	27.4
01-418-1013	SOCIAL SECURITY TAXES	1,561.48	5,467.28	20,398.00	14,930.72	26.8
01-418-1014	RETIREMENT 401-NONSWORN	497.76	1,732.59	.00	(1,732.59)	.0
01-418-1015	RETIREMENT	500.54	1,751.89	.00	(1,751.89)	.0
01-418-1016	HEALTH-LIFE-DENTAL INSURANCE	2,183.11	6,549.33	.00	(6,549.33)	.0
01-418-2021	OFCE SUPPLIES-POSTAGE	78.00	221.65	4,500.00	4,278.35	4.9
01-418-2022	PRINTING-REPRODUCTION	.00	507.16	3,200.00	2,692.84	15.9
01-418-2028	SPECIAL MATERIALS	.00	28.80	250.00	221.20	11.5
01-418-3033	TELEPHONE	124.02	509.26	850.00	340.74	59.9
01-418-4041	GREEN BUILDING REBATES	.00	.00	20,000.00	20,000.00	.0
01-418-4042	CONTRACTED PLAN REVIEW	.00	6,962.50	70,000.00	63,037.50	10.0
01-418-4045	ENGINEERING SERVICES	.00	3,666.25	30,000.00	26,333.75	12.2
01-418-4047	BUILDING INSPECTION	.00	8,717.00	150,000.00	141,283.00	5.8
01-418-4049	OTHER CONTRACTUAL SERVICES	780.00	5,203.51	40,000.00	34,796.49	13.0
01-418-6063	TRAIN.-DUES-TRAVEL-SUBSC	.00	27.95	4,900.00	4,872.05	.6
01-418-6068	MISCELLANEOUS EXPENSE	250.00	750.00	4,000.00	3,250.00	18.8
01-418-7071	EQUIPMENT	229.18	229.18	1,800.00	1,570.82	12.7
	TOTAL COMMUNITY DEVELOPMENT DEPARTME	26,170.25	112,205.91	604,870.00	492,664.09	18.6
	VILLAGE CRIER DEPARTMENT					
01-419-1012	FEE PERSONNEL	250.00	750.00	3,000.00	2,250.00	25.0
01-419-2021	OFFICE SUPPLIES, POSTAGE	763.20	2,268.00	10,500.00	8,232.00	21.6
01-419-2022	PRINTING	3,396.00	4,886.00	17,000.00	12,114.00	28.7
	TOTAL VILLAGE CRIER DEPARTMENT	4,409.20	7,904.00	30,500.00	22,596.00	25.9

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY DEPARTMENT					
01-421-1011	PERSONNEL SERVICES	186,781.12	617,958.28	2,263,049.00	1,645,090.72	27.3
01-421-1013	SOCIAL SECURITY TAXES	4,684.46	15,250.50	67,891.00	52,640.50	22.5
01-421-1014	POLICE PENSION CONTRIBUTIONS	13,022.94	42,991.95	145,000.00	102,008.05	29.7
01-421-1015	RETIREMENT	3,414.22	11,945.19	.00	(11,945.19)	.0
01-421-1016	HEALTH-LIFE-DENTAL INSURANCE	26,438.33	81,065.73	.00	(81,065.73)	.0
01-421-1018	UNIFORM EXPENSE	(87.21)	615.01	26,150.00	25,534.99	2.4
01-421-1019	OVERTIME	761.77	5,846.45	70,000.00	64,153.55	8.4
01-421-1020	EXTRA DUTY	3,093.14	10,645.14	70,000.00	59,354.86	15.2
01-421-2021	OFC SUPPLIES-POSTAGE	399.75	2,624.77	8,670.00	6,045.23	30.3
01-421-2022	PRINTING-REPRODUCTION	694.00	1,897.99	5,780.00	3,882.01	32.8
01-421-2023	CRIME PREVENTION	.00	.00	4,000.00	4,000.00	.0
01-421-2024	DARE	.00	.00	1,000.00	1,000.00	.0
01-421-2028	SPECIAL MATERIALS	163.72	999.03	14,280.00	13,280.97	7.0
01-421-2029	ANIMAL CONTROL	95.34	113.21	1,000.00	886.79	11.3
01-421-3031	ELECTRIC/GAS	4,782.91	9,993.30	27,300.00	17,306.70	36.6
01-421-3032	WATER	.00	.00	3,250.00	3,250.00	.0
01-421-3033	TELEPHONE	1,560.97	6,447.65	28,750.00	22,302.35	22.4
01-421-3035	SEWER	.00	332.00	2,500.00	2,168.00	13.3
01-421-4048	VEHICLE MAINTENANCE CONTRACT	1,080.46	1,279.19	51,675.00	50,395.81	2.5
01-421-4049	OTHER CONTRACTUAL SERVICES	195.56	115,958.17	162,104.00	46,145.83	71.5
01-421-5051	BUILDING MAINTENCE	452.49	647.09	24,625.00	23,977.91	2.6
01-421-5052	EQUIPMENT MAINTENANCE	150.00	150.00	5,000.00	4,850.00	3.0
01-421-5053	VEHICLE MAINTENANCE	28.77	684.02	6,600.00	5,915.98	10.4
01-421-5054	GASOLINE-OIL	.00	1,701.00	60,000.00	58,299.00	2.8
01-421-6063	TRNG-DUES-TRAVEL-SUBSC	1,277.78	2,101.96	32,000.00	29,898.04	6.6
01-421-6064	TESTING AND PHYSICAL EXAMS	1,025.00	1,175.00	10,000.00	8,825.00	11.8
01-421-6065	PRISONER EXPENSES	.00	430.00	7,800.00	7,370.00	5.5
01-421-6066	SPECIAL INVESTIGATIONS	.00	100.00	2,800.00	2,700.00	3.6
01-421-6068	MISCELLANEOUS EXPENSES	500.00	2,023.96	17,800.00	15,776.04	11.4
01-421-7071	EQUIPMENT	.00	266.97	36,000.00	35,733.03	.7
	TOTAL PUBLIC SAFETY DEPARTMENT	250,515.52	935,243.56	3,155,024.00	2,219,780.44	29.6

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS DEPARTMENT					
01-431-1011	PERSONNEL SERVICES	44,585.60	164,920.90	685,955.00	521,034.10	24.0
01-431-1013	SOCIAL SECURITY TAXES	3,296.90	12,498.77	54,876.00	42,377.23	22.8
01-431-1014	RETIREMENT 401-NONSWORN	993.50	3,477.25	.00	(3,477.25)	.0
01-431-1015	RETIREMENT	502.22	1,757.77	.00	(1,757.77)	.0
01-431-1016	HEALTH-LIFE-DENTAL INSURANCE	8,530.31	26,641.72	.00	(26,641.72)	.0
01-431-1018	UNIFORM EXPENSE	349.08	1,465.84	5,400.00	3,934.16	27.2
01-431-1019	OVERTIME	64.72	2,711.03	14,000.00	11,288.97	19.4
01-431-2021	OFC SUPPLIES-POSTAGE	130.50	130.50	1,900.00	1,769.50	6.9
01-431-2024	SNOW-ICE MATERIALS	914.82	9,846.28	25,000.00	15,153.72	39.4
01-431-2025	ROAD MAINT. MATERIALS	452.63	1,299.73	52,000.00	50,700.27	2.5
01-431-2026	CURB-GUTTER-SIDEWALKS	.00	.00	5,000.00	5,000.00	.0
01-431-2027	TRAFFIC CONTROL DEVICES	870.40	1,080.40	9,000.00	7,919.60	12.0
01-431-2028	SPECIAL MATERIALS	53.81	122.87	6,000.00	5,877.13	2.1
01-431-3032	WATER	.00	.00	2,100.00	2,100.00	.0
01-431-3033	COMMUNICATIONS	826.96	1,700.25	7,050.00	5,349.75	24.1
01-431-3034	STREET LIGHTING	.00	.00	5,000.00	5,000.00	.0
01-431-4045	ENGINEERING SERVICES	.00	708.50	12,500.00	11,791.50	5.7
01-431-4048	VEHICLE MAINTENANCE CONTRACT	7,857.82	11,597.12	50,000.00	38,402.88	23.2
01-431-4049	OTHER CONTRACTUAL SERVICES	426.14	5,176.96	57,000.00	51,823.04	9.1
01-431-5051	BUILDING MAINTENANCE	4,850.60	7,009.71	45,000.00	37,990.29	15.6
01-431-5052	EQUIPMENT MAINTENANCE	.00	2,687.54	8,500.00	5,812.46	31.6
01-431-5053	VEHICLE MAINTENANCE	34.57	413.72	20,000.00	19,586.28	2.1
01-431-5054	GASOLINE-OIL	.00	1,743.92	35,000.00	33,256.08	5.0
01-431-6063	TRNG-DUES-TRAVEL-SUBSC	1,079.19	6,473.68	9,000.00	2,526.32	71.9
01-431-6064	TESTING PHYSICALS	.00	.00	2,000.00	2,000.00	.0
01-431-6068	MISCELLANEOUS EXPENSES	809.24	2,921.16	8,500.00	5,578.84	34.4
01-431-7000	PUBLIC ART	.00	1,318.08	20,000.00	18,681.92	6.6
01-431-7071	EQUIPMENT	.00	.00	6,500.00	6,500.00	.0
	TOTAL PUBLIC WORKS DEPARTMENT	76,629.01	267,703.70	1,147,281.00	879,577.30	23.3
	TOTAL FUND EXPENDITURES	466,397.76	1,662,873.71	7,007,665.00	5,344,791.29	23.7
	NET REVENUE OVER EXPENDITURES	93,135.00	65,443.31	(2,798.00)	(68,241.31)	2338.9

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

CAPITAL FUND

	ASSETS			
02-1000	CASH - COMBINED FUND		3,789,314.93	
02-1031	CASH-COUNTY TREASURER GENERAL		51,571.42	
02-1043	INVSEST ACCOUNT-COLOTRUST		2,680,128.88	
02-1051	TAXES RECEIVABLE		107,318.53	
	TOTAL ASSETS			6,628,333.76
	LIABILITIES AND EQUITY			
	LIABILITIES			
02-2012	S. METRO JOINT FACILITY FUNDS		.01	
02-2221	RESERVE-TAXES RECEIVABLE		107,318.53	
	TOTAL LIABILITIES			107,318.54
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
02-2900	FUND BALANCE	6,342,154.69		
	REVENUE OVER EXPENDITURES - YTD	178,860.53		
	BALANCE - CURRENT DATE		6,521,015.22	
	TOTAL FUND EQUITY			6,521,015.22
	TOTAL LIABILITIES AND EQUITY			6,628,333.76

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAX REVENUES					
02-310-3111	CURRENT PROPERTY TAX	39,205.15	131,616.21	337,217.00	205,600.79	39.0
02-310-3121	SPECIFIC OWNERSHIP TAX	30,282.53	98,282.26	.00	(98,282.26)	.0
	TOTAL TAX REVENUES	69,487.68	229,898.47	337,217.00	107,318.53	68.2
	MISCELLANEOUS REVENUES					
02-360-3610	BOND PROCEEDS	.00	.00	3,500,000.00	3,500,000.00	.0
02-360-3611	INTEREST INCOME	1,197.72	3,110.69	2,500.00	(610.69)	124.4
	TOTAL MISCELLANEOUS REVENUES	1,197.72	3,110.69	3,502,500.00	3,499,389.31	.1
	TOTAL FUND REVENUE	70,685.40	233,009.16	3,839,717.00	3,606,707.84	6.1

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CAPITAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL FUND EXPENDITURES					
02-441-1000	TRAIL IMPROVEMENTS	.00	.00	325,000.00	325,000.00	.0
02-441-1001	COP PAYMENT	.00	.00	96,263.00	96,263.00	.0
02-441-1101	VILLAGE CENTER IMPROVEMENTS	.00	.00	1,260,000.00	1,260,000.00	.0
02-441-1102	COMPUTER EQUIPMENT	.00	16,552.00	22,952.00	6,400.00	72.1
02-441-2103	POLICE EQUIPMENT	.00	.00	94,350.00	94,350.00	.0
02-441-2104	POLICE VEHICLES	735.00	37,434.95	162,600.00	125,165.05	23.0
02-441-2107	POLICE MOTORCYCLE PROGRAM	.00	.00	52,900.00	52,900.00	.0
02-441-3101	STREET IMPROVEMENT PROGRAM	.00	.00	500,000.00	500,000.00	.0
02-441-3102	PUBLIC WORKS EQUIPMENT	.00	.00	45,000.00	45,000.00	.0
02-441-3103	PARKS EQUIPMENT	.00	.00	20,000.00	20,000.00	.0
02-441-3105	PARKS VEHICLES	.00	.00	40,000.00	40,000.00	.0
02-441-3106	STORM SEWERS	.00	.00	50,000.00	50,000.00	.0
02-441-3108	BUILDINGS	.00	.00	25,000.00	25,000.00	.0
02-441-3109	TRAFFIC CALMING	.00	.00	75,000.00	75,000.00	.0
02-441-3110	CRACK SEAL	161.68	161.68	25,000.00	24,838.32	.7
02-441-3111	CURB AND GUTTER	.00	.00	135,000.00	135,000.00	.0
02-441-3112	RIGHTS-OF-WAY IMPROVEMENTS	.00	.00	176,000.00	176,000.00	.0
02-441-4000	LAND PURCHASE	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL CAPITAL FUND EXPENDITURES	896.68	54,148.63	4,605,065.00	4,550,916.37	1.2
	TOTAL FUND EXPENDITURES	896.68	54,148.63	4,605,065.00	4,550,916.37	1.2
	NET REVENUE OVER EXPENDITURES	69,788.72	178,860.53	(765,348.00)	(944,208.53)	23.4

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

CONSERVATION TRUST FUND

	ASSETS			
07-1000	CASH - COMBINED FUND		622,640.42	
07-1041	INVESTMENT ACCT CONSER TRUST		168,242.14	
	TOTAL ASSETS			790,882.56
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
07-2900	FUND BALANCE	777,130.53		
	REVENUE OVER EXPENDITURES - YTD	13,752.03		
	BALANCE - CURRENT DATE		790,882.56	
	TOTAL FUND EQUITY			790,882.56
	TOTAL LIABILITIES AND EQUITY			790,882.56

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUES					
07-330-3358	COLORADO LOTTERY	15,082.14	15,082.14	60,000.00	44,917.86	25.1
	TOTAL INTERGOVERNMENTAL REVENUES	15,082.14	15,082.14	60,000.00	44,917.86	25.1
	MISCELLANEOUS REVENUES					
07-360-3611	INTEREST ON INVESTMENTS	75.19	201.73	266.00	64.27	75.8
	TOTAL MISCELLANEOUS REVENUES	75.19	201.73	266.00	64.27	75.8
	TOTAL FUND REVENUE	15,157.33	15,283.87	60,266.00	44,982.13	25.4

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONSERVATION TRUST EXPENDITURE					
07-450-4521	TRAIL IMPROVEMENTS	.00	1,531.84	248,500.00	246,968.16	.6
	TOTAL CONSERVATION TRUST EXPENDITURE	.00	1,531.84	248,500.00	246,968.16	.6
	TOTAL FUND EXPENDITURES	.00	1,531.84	248,500.00	246,968.16	.6
	NET REVENUE OVER EXPENDITURES	15,157.33	13,752.03	(188,234.00)	(201,986.03)	7.3

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

CH ANDERSON LAND DONATION FUND

	ASSETS			
08-1000	CASH - COMBINED FUND		(156,854.76)	
08-1041	INVESTMENT ACCT LAND DONATION		816,460.81	
	TOTAL ASSETS			659,606.05
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
08-2900	FUND BALANCE	657,792.10		
	REVENUE OVER EXPENDITURES - YTD	1,813.95		
	BALANCE - CURRENT DATE		659,606.05	
	TOTAL FUND EQUITY			659,606.05
	TOTAL LIABILITIES AND EQUITY			659,606.05

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CH ANDERSON LAND DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LICENSE AND PERMIT REVENUES					
08-320-3221	RECREATION REIMBURSEMENT DONAT	.00	.00	1,000.00	1,000.00	.0
	TOTAL LICENSE AND PERMIT REVENUES	.00	.00	1,000.00	1,000.00	.0
	MISCELLANEOUS REVENUES					
08-360-3611	INTEREST-INVESTMENTS	364.87	978.95	1,000.00	21.05	97.9
08-360-3680	MISCELLANEOUS REVENUES	835.00	835.00	4,000.00	3,165.00	20.9
	TOTAL MISCELLANEOUS REVENUES	1,199.87	1,813.95	5,000.00	3,186.05	36.3
	TOTAL FUND REVENUE	1,199.87	1,813.95	6,000.00	4,186.05	30.2

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

CH ANDERSON LAND DONATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LAND DONATION FUND EXPENDITURE					
08-450-6068	MISCELLANEOUS	.00	.00	5,000.00	5,000.00	.0
08-450-9093	THREE POND PARK WATER RIGHTS	.00	.00	620.00	620.00	.0
	TOTAL LAND DONATION FUND EXPENDITURE	.00	.00	5,620.00	5,620.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	5,620.00	5,620.00	.0
	NET REVENUE OVER EXPENDITURES	1,199.87	1,813.95	380.00	(1,433.95)	477.4

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

SID # 7 BOND FUND

	ASSETS			
13-1000	CASH - COMBINED FUND		267.56	
13-1031	CASH COUNTY TREASURER SID #7		6,237.93	
13-1047	COLOTRUST		37,159.82	
	TOTAL ASSETS			43,665.31
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
13-2900	FUND BALANCE	16,545.32		
	REVENUE OVER EXPENDITURES - YTD	27,119.99		
	BALANCE - CURRENT DATE		43,665.31	
	TOTAL FUND EQUITY			43,665.31
	TOTAL LIABILITIES AND EQUITY			43,665.31

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

SID # 7 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	MISCELLANEOUS REVENUES					
13-360-3611	INTEREST INCOME	16.61	30.59	50.00	19.41	61.2
13-360-3612	INTEREST ON ASSESSMENT	.00	.00	11,284.00	11,284.00	.0
13-360-3630	ASSESSMENTS REVENUE	6,300.94	27,363.03	68,417.00	41,053.97	40.0
	TOTAL MISCELLANEOUS REVENUES	6,317.55	27,393.62	79,751.00	52,357.38	34.4
	TOTAL FUND REVENUE	6,317.55	27,393.62	79,751.00	52,357.38	34.4

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

SID # 7 BOND FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SID # 7 BOND FUND EXPENDITURES					
13-470-4041	COUNTY TREASURER FEES	63.01	273.63	797.00	523.37	34.3
13-470-7072	INTEREST EXPENSE	.00	.00	10,000.00	10,000.00	.0
13-470-7073	BOND PRINCIPAL PAYMENT	.00	.00	80,000.00	80,000.00	.0
	TOTAL SID # 7 BOND FUND EXPENDITURES	63.01	273.63	90,797.00	90,523.37	.3
	TOTAL FUND EXPENDITURES	63.01	273.63	90,797.00	90,523.37	.3
	NET REVENUE OVER EXPENDITURES	6,254.54	27,119.99	(11,046.00)	(38,165.99)	245.5

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

	ASSETS			
14-1000	CASH - COMBINED FUND		(923,771.87)	
14-1042	INVESTMENT ACCOUNT-CSAFE		261,230.33	
14-1043	INVEST ACCT-COLOTRUST		1,468,347.06	
	TOTAL ASSETS			805,805.52
	LIABILITIES AND EQUITY			
	LIABILITIES			
14-2071	ARAP CO SALES TAX COLLECTED		9,144.67	
14-2221	DEFERRED REVENUE		44,967.68	
	TOTAL LIABILITIES			54,112.35
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
14-2900	FUND BALANCE	771,555.33		
	REVENUE OVER EXPENDITURES - YTD	(19,862.16)		
	BALANCE - CURRENT DATE		751,693.17	
	TOTAL FUND EQUITY			751,693.17
	TOTAL LIABILITIES AND EQUITY			805,805.52

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LICENSE AND PERMIT REVENUES					
14-320-3200	OPEN SPACE SHAREBACK	.00	.00	130,000.00	130,000.00	.0
14-320-3220	SALES TAX COLLECTION FEE	.00	.00	2,000.00	2,000.00	.0
	TOTAL LICENSE AND PERMIT REVENUES	.00	.00	132,000.00	132,000.00	.0
	MISCELLANEOUS REVENUES					
14-360-3611	INTEREST INCOME	753.91	2,015.64	1,400.00	(615.64)	144.0
	TOTAL MISCELLANEOUS REVENUES	753.91	2,015.64	1,400.00	(615.64)	144.0
	TOTAL FUND REVENUE	753.91	2,015.64	133,400.00	131,384.36	1.5

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

ARAPAPAHOE COUNTY OPEN SPACE F

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPEN SPACE FUND EXPENDITURES					
14-450-9091	TRAIL IMPROVEMENTS	7,990.00	7,990.00	90,000.00	82,010.00	8.9
14-450-9092	PARK IMPROVEMENTS	.00	91.80	510,000.00	509,908.20	.0
14-450-9100	3 POND PARK IRRIGATION & TREE	2,046.00	2,046.00	.00	(2,046.00)	.0
14-450-9101	TRAIL INVENTORY GRANT FUNDS	.00	11,750.00	.00	(11,750.00)	.0
	TOTAL OPEN SPACE FUND EXPENDITURES	10,036.00	21,877.80	600,000.00	578,122.20	3.7
	TOTAL FUND EXPENDITURES	10,036.00	21,877.80	600,000.00	578,122.20	3.7
	NET REVENUE OVER EXPENDITURES	(9,282.09)	(19,862.16)	(466,600.00)	(446,737.84)	(4.3)

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

WATER AND SEWER FUND

	ASSETS			
20-1000	CASH - COMBINED FUND		67,638.81	
20-1041	INVESTMENT ACCOUNT		737,189.41	
20-1151	ACCOUNTS RECEIVABLE		15,577.00	
20-1551	SEWER LINES		708,364.00	
20-1601	ACCUMULATED DEPRECIATION		(507,327.00)	
	TOTAL ASSETS			1,021,442.22
	LIABILITIES AND EQUITY			
	LIABILITIES			
20-2214	LEVY WATER LINE ESCROW		950.00	
	TOTAL LIABILITIES			950.00
	FUND EQUITY			
20-2901	RETAINED EARNINGS		345,894.62	
20-2951	CONTRIBUTED CAPITAL-TAPS		438,450.00	
20-2961	CONTRIBUTED CAPITAL-SEWER		571,808.00	
	UNAPPROPRIATED FUND BALANCE:			
20-2900	FUND BALANCE	(433,054.34)		
	REVENUE OVER EXPENDITURES - YTD	97,393.94		
	BALANCE - CURRENT DATE		(335,660.40)	
	TOTAL FUND EQUITY			1,020,492.22
	TOTAL LIABILITIES AND EQUITY			1,021,442.22

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

WATER AND SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LICENSE AND PERMIT REVENUES					
20-320-3225	WATER ADMINISTRATION FEES	.00	50.00	.00	(50.00)	.0
20-320-3226	SEWER ADMINISTRATION FEES	.00	.00	2,328.00	2,328.00	.0
20-320-3228	W/S REPAIR & REPLACEMENT FEES	22,648.54	99,868.54	74,496.00	(25,372.54)	134.1
	TOTAL LICENSE AND PERMIT REVENUES	22,648.54	99,918.54	76,824.00	(23,094.54)	130.1
	MISCELLANEOUS REVENUES					
20-360-3611	INTEREST INCOME	329.44	883.90	800.00	(83.90)	110.5
	TOTAL MISCELLANEOUS REVENUES	329.44	883.90	800.00	(83.90)	110.5
	TOTAL FUND REVENUE	22,977.98	100,802.44	77,624.00	(23,178.44)	129.9

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

WATER AND SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER & SEWER EXPENDITURES					
20-461-4042	LEGAL COUNSEL	.00	369.50	1,000.00	630.50	37.0
20-461-4049	OTHER CONTRACTUAL	.00	.00	30,000.00	30,000.00	.0
20-461-5052	SEWER REPAIRS & MAINTENANCE	2,185.00	2,185.00	500,000.00	497,815.00	.4
20-461-6063	TRAINING, DUES & SUB	.00	854.00	1,000.00	146.00	85.4
	TOTAL WATER & SEWER EXPENDITURES	2,185.00	3,408.50	532,000.00	528,591.50	.6
	TOTAL FUND EXPENDITURES	2,185.00	3,408.50	532,000.00	528,591.50	.6
	NET REVENUE OVER EXPENDITURES	20,792.98	97,393.94	(454,376.00)	(551,769.94)	21.4

CITY OF CHERRY HILLS VILLAGE
BALANCE SHEET
MARCH 31, 2016

PARKS AND RECREATION FUND

ASSETS

30-1000	CASH - COMBINED FUND		(61,858.21)	
30-1031	CASH-COUNTY TREASURER GENERAL		211,828.09	
30-1041	INVEST ACCT. WF		(860,004.64)	
30-1042	INVESTMENT ACCOUNT-CSAFE		(25,111.57)	
30-1043	INVEST ACCT-COLOTRUST+		3,559,139.83	
30-1051	TAXES RECEIVABLE		1,065,405.89	
30-1551	HEALTH & DENTAL INS. PAYABLES		983.04	
30-1632	GROUND IMPROVEMENTS		39,485.00	
30-1646	PARKS & TRAILS EQUIPMENT		324,014.04	
30-1701	COMPUTER LOAN PROGRAM		(1,121.88)	
	TOTAL ASSETS			4,252,759.59

LIABILITIES AND EQUITY

LIABILITIES

30-2011	VOUCHERS PAYABLE		(2,013.39)	
30-2014	PAYROLL PAYABLES-ZERO BALANCE		2,286.57	
30-2015	FICA/FWH PAYABLES		4.81	
30-2101	HEALTH CARE SPENDING ACCT		(44.09)	
30-2221	DEFERRED TAX REVENUE		1,065,405.89	
30-2371	ASPHALT OVERLAY PROJECT GRANT		2,277.72	
30-2372	VOLUNTEER PARK PROJECT		439.41	
30-2373	LITTLE DRY CREEK PROJECT GRANT		(625.41)	
30-2374	JOHN MEADE PARK HORSE ARENA GR		(87.72)	
30-2375	ASHPALT TRAIL OVERLAY PHASE 3		(134.88)	
30-2641	INVESTMENT IN FIXED ASSETS		363,499.04	
	TOTAL LIABILITIES			1,431,007.95

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
30-2900	FUND BALANCE	2,275,954.52		
	REVENUE OVER EXPENDITURES - YTD	545,797.12		
	BALANCE - CURRENT DATE		2,821,751.64	
	TOTAL FUND EQUITY			2,821,751.64
	TOTAL LIABILITIES AND EQUITY			4,252,759.59

CITY OF CHERRY HILLS VILLAGE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

PARKS AND RECREATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAX REVENUES					
30-310-3111	CURRENT PROPERTY TAXES	212,827.96	714,487.99	1,772,749.00	1,058,261.01	40.3
30-310-3121	SPECIFIC OWNERSHIP TAXES	.00	.00	10,000.00	10,000.00	.0
	TOTAL TAX REVENUES	212,827.96	714,487.99	1,782,749.00	1,068,261.01	40.1
	MISCELLANEOUS REVENUES					
30-360-3611	INTEREST INCOME	1,164.71	3,333.18	5,000.00	1,666.82	66.7
	TOTAL MISCELLANEOUS REVENUES	1,164.71	3,333.18	5,000.00	1,666.82	66.7
	TOTAL FUND REVENUE	213,992.67	717,821.17	1,787,749.00	1,069,927.83	40.2

CITY OF CHERRY HILLS VILLAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2016

PARKS AND RECREATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION EXPENDITURE					
30-432-1011	PERSONAL SERVICES	25,462.78	90,331.06	420,282.00	329,950.94	21.5
30-432-1013	SOCIAL SECURITY TAXES	1,968.61	7,093.28	33,623.00	26,529.72	21.1
30-432-1014	RETIREMENT 401-MGMT	362.80	1,269.80	4,600.00	3,330.20	27.6
30-432-1015	RETIREMENT 457 DEF COMP	724.38	2,535.33	8,000.00	5,464.67	31.7
30-432-1016	HEALTH-LIFE-DENTAL INSURANCE	4,641.77	14,425.31	58,000.00	43,574.69	24.9
30-432-1018	UNIFORM EXPENSE	189.34	189.34	3,500.00	3,310.66	5.4
30-432-1019	OVERTIME	.00	1,197.01	5,000.00	3,802.99	23.9
30-432-2021	OFC-SUPPLIES-POSTAGE	85.89	132.61	1,200.00	1,067.39	11.1
30-432-2023	PLANT SUPPLIES	.00	.00	3,500.00	3,500.00	.0
30-432-2025	GENERAL INFRASTRUCTURE MAINT	225.51	855.75	15,500.00	14,644.25	5.5
30-432-2026	SNOW AND ICE MELT	.00	.00	1,000.00	1,000.00	.0
30-432-2027	PARK SIGNAGE	.00	.00	1,000.00	1,000.00	.0
30-432-2028	SPECIAL MATERIALS	306.00	1,713.79	7,050.00	5,336.21	24.3
30-432-3032	WATER	258.69	520.10	30,000.00	29,479.90	1.7
30-432-3033	COMMUNICATIONS	135.67	1,352.37	3,200.00	1,847.63	42.3
30-432-4041	COUNTY TREASURER FEES	2,128.28	7,144.88	17,727.00	10,582.12	40.3
30-432-4043	LEGAL/SURVEYING	.00	.00	4,000.00	4,000.00	.0
30-432-4046	ENGINEERING	.00	472.00	14,000.00	13,528.00	3.4
30-432-4047	FORESTRY/ROW TREE MAINT.	1,240.45	1,574.45	28,000.00	26,425.55	5.6
30-432-4048	VEHICLE MAINTENANCE CONTRACT	813.50	1,601.43	16,000.00	14,398.57	10.0
30-432-4049	OTHER CONTRACTUAL SERVICES	.00	.00	8,150.00	8,150.00	.0
30-432-5052	EQUIPMENT MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
30-432-5053	VEHICLE MAINTENANCE	.00	1,302.62	4,500.00	3,197.38	29.0
30-432-5054	GASOLINE-OIL	.00	851.00	20,000.00	19,149.00	4.3
30-432-5055	GROUNDS MAINTENANCE	629.20	1,218.66	20,000.00	18,781.34	6.1
30-432-6063	TRAIN-DUES-TRAVEL-SUBSC	491.50	1,475.83	7,200.00	5,724.17	20.5
30-432-6064	TESTING-PHYSICALS	.00	.00	500.00	500.00	.0
30-432-6067	SPECIAL EVENTS	.00	1,886.30	15,000.00	13,113.70	12.6
30-432-6068	MISCELLANEOUS EXPENSES	250.00	1,061.82	5,000.00	3,938.18	21.2
30-432-6069	RECREATION REIMBURSEMENT PROGR	5,816.92	30,200.07	233,744.00	203,543.93	12.9
30-432-7071	EQUIPMENT	149.99	1,619.24	7,500.00	5,880.76	21.6
30-432-7072	INTEREST EXPENSE	.00	.00	25,387.00	25,387.00	.0
30-432-7073	PRINCIPAL EXPENSE	.00	.00	734,586.00	734,586.00	.0
30-432-7075	ADMINISTRATIVE SERVICES	.00	.00	25,000.00	25,000.00	.0
	TOTAL PARKS & RECREATION EXPENDITURE	45,881.28	172,024.05	1,787,749.00	1,615,724.95	9.6
	TOTAL FUND EXPENDITURES	45,881.28	172,024.05	1,787,749.00	1,615,724.95	9.6
	NET REVENUE OVER EXPENDITURES	168,111.39	545,797.12	.00	(545,797.12)	.0