



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda - Final City Council

Tuesday, June 2, 2026

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations - None

5. Proclamations - None

6. Public Comment

If you wish to address city council under Public Comment, please sign-in on the public speaker form before the call to order for this meeting. Public Comment is an opportunity to express opinions regarding issues that are not part of public hearings on tonight's agenda; a separate opportunity will be provided for comment for any public hearing. Each speaker is limited to three (3) minutes. We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated. The city council is not authorized under the Colorado Open Meetings Law to discuss, comment, or take action at this meeting on any issue raised by public comment that is not part of tonight's agenda. The Mayor may refer the matter to the city manager and/or city attorney for immediate comment after Public Comment, or to staff to obtain additional information and report back to council as appropriate.

7. Comments / Reports

- a) Council Members
- b) Mayor
- c) City Manager
- d) City Attorney

8. Consent Agenda Items

Consent agenda items can be adopted by a simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a council member.

- a) [Resolution 43-2026](#) Resolution 43-2026: Approving a Construction Contract with A-1 Chipseal Company for the 2026 Surface Sealing Project, City Project No. 25-02
Attachments: [1. Resolution No. 43-2026](#)
[2. A-1 Chipseal Construction Contract](#)
[3. 2026 Pavement Map](#)
- b) [Resolution 44-2026](#) Resolution 44-2026: Approving the third amendment to the Professional Services Agreement with HDR Engineering, Inc. for design services on the Mineral Station West Multimodal Improvements Project
Attachments: [1. Resolution No. 44-2026](#)
[2. Amendment No. 3 HDR Engineering PSA](#)
- c) [Resolution 35-2026](#) Resolution 35-2026: Approving an amendment to the Intergovernmental Agreement between the Colorado Department of Human Services and the Littleton Police Department for Co-Responder Programs
Attachments: [1. Resolution No. 35-2026](#)
[2. IGA - LPD Co-Responder Program Grant Amendment](#)
[3. IGA - LPD Co-Responder Program 2025 Agreement](#)
- d) [Ordinance 16-2026](#) Ordinance 16-2026: An ordinance on first reading amending Title 4, Building Regulations, Chapter 1 Building Codes, by adding Section (B) (33) Single Exit for Group R-2 Buildings
Attachments: [1. Ordinance No. 16-2026](#)
- e) [ID# 26-126](#) Motion to approve minutes of the May 19, 2026, regular meeting of Littleton City Council
Attachments: [1. 05-19-2026 CC Minutes_DRAFT](#)

9. General Business

- a) [Resolution 37-2026](#) Resolution 37-2026: Approving an Intergovernmental Agreement (IGA) with the City of Englewood for the City Ditch Reach 2A project
Attachments: [1. Resolution No. 37-2026](#)
[2. City Ditch Reach 2A IGA for Piping](#)
[3. Presentation Res. 37, 38, 39, and 40](#)
- b) [Resolution 38-2026](#) Resolution 38-2026: Approving a temporary construction easement agreement with the City of Englewood for the City Ditch Reach 2A project
Attachments: [1. Resolution No. 38-2026](#)
[2. City Ditch Reach 2A Temporary Construction Easement](#)
- c) [Resolution 39-2026](#) Resolution 39-2026: Approving relinquishment and grant of easements for the City Ditch Reach 2A project

- Attachments:** [1. Resolution No. 39-2026](#)
 [2. City Ditch Reach 2A Relinquishment and Grant of Easement](#)

- d) [Resolution 40-2026](#) Resolution 40-2026: Approving a quit claim deed for the City Ditch Reach 2A project

- Attachments:** [1. Resolution No. 40-2026](#)
 [2. City Ditch Reach 2A Quit Claim Deed](#)

10. Ordinances on Second Reading and Public Hearings - None

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the city council or any city board, commission, or committee. Please call 303-795-3780 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting. For any additional information concerning city meetings, please call the city clerk's office at the above referenced number.

PUBLIC COMMENT

Public Comment is an opportunity to express opinions on any topic, whether or not it appears on the agenda.

We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated

Each speaker is limited to 3 minutes

Tuesday, June 2, 2026

PRINT NAME	DISTRICT	ADDRESS	EMAIL	SUBJECT
1. BEAR DEARDORFF	4			FOOD HUB
2. Pam Chadbourne	1			Budget
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OUR MISSION - to provide help for the emergent physical, financial and spiritual needs of people in crisis, no matter who they are in our Southwest Denver metro community.

OUR VISION - to ensure qualifying needs are met, to the very best of our ability, serving as a Christian charity which prayerfully and faithfully networks, acquires and distributes resources to help people in need while being responsible and serving with integrity.

HOW WE OPERATE - As a 501(c)(3) non-profit charity, we operate under a Board of Directors; network with local nonprofits, businesses, organizations and churches; cooperate with governing authorities; and, we partner with caring individuals who have a similar mission and vision to serve those who are most in need. We are God-honoring, Board-led, Volunteer-run and Donor-supported. We seek to serve those in the deepest need to help ease their burden - for Christian love bears all things.

*"Love bears all things, believes all things, hopes all things, endures all things."
- 1 Corinthians 13:7*

To **DONATE** or **VOLUNTEER**, email us at:

info@lovebearsall.org or visit us at: www.lovebearsall.org

LOVE BEARS ALL, INC

FOOD DRIVE

LETS FEED THE HUNGRY



**UNEXPIRED, UNOPENED &
UNDAMAGED NON-PERISHABLE
FOOD ONLY. CANNED GOODS,
DRIED GOODS & FROZEN MEATS.**

Love Bears All

East Community Center

**5933 S. Fairfield St.
Littleton, CO 80120**

303-883-5899

www.lovebearsall.org

2025 Love Bears All, Inc. Food Bank Nutrition Policy

Nutrition Statement

Love Bears All, Inc.'s Food Bank is committed to healthy foods and healthy lives. We believe it is our responsibility to ensure the food we distribute is high quality, nutritious, and safe. As a Provider in the fight against hunger since 2017, our mission is to nourish hungry people in crisis and help the cause to end hunger.

Since 2017, Love Bears All, Inc.'s Food Bank has supplied food to help hundreds of individuals in need. Those facing food insecurity have limited to no resources to buy nutritious foods critical to overall health, growth, and development. Consequently, inexpensive, less nutritious foods are sometimes the only option. Food insecurity is linked to poor nutrition and health, increased risk of developing chronic diseases, impaired psychological and cognitive functioning and/or substandard achievement. Since last year, Love Bears All, Inc.'s Food Bank has become concerned about increasing rates of obesity, diabetes, cardiovascular disease and other diet-related conditions in our community. Through our partnerships, programming and advocacy, we seek to not only curb food insecurity, but find sustainable solutions to address Client health needs. As a crisis intervention outreach, Love Bears All, Inc. recognizes the need to play a role in nourishing, not just feeding our community.

Nutrition Policy

The foundation of a healthy lifestyle includes physical activity and consuming a balanced variety of nutrient-rich foods and beverages in moderation. Love Bears All, Inc. strives to acquire and distribute foods that will improve community health and significantly reduce food insecurity. The purpose of this nutrition policy is to support and guide food procurement (through donation and purchasing) and distribution decisions to ensure we reach that goal.

This policy applies to all foods acquired by the food bank including:

- Food and beverages purchased by the food bank for all programs.
- Food and beverages donated by food manufacturers, distributors, retailers, organizations, producers and community members.

Healthy Foods to Encourage

The Food Bank will prioritize purchasing items from this category and will actively seek, procure and distribute the following foods:

- A wide-variety of nutrient-dense fresh fruits and vegetables
- Canned/frozen fruits – fruit packed in water or in its own juice
- Canned/frozen vegetables – emphasizing low-sodium or no salt added
- 100% Whole Grain products (that contain whole grain as the first ingredient)
- Unflavored/Unsweetened low-fat (1%) or skim/nonfat shelf stable milk or yogurt
- Unsweetened milk substitutes (e.g. soy milk or almond milk)
- Lean proteins (e.g. meat, poultry, seafood (low-fat, low-sodium); Eggs; Nuts, Seeds, and Legumes (low-sodium or no salt added)
- Plain water
- 100% Juice
- We accept and save for special populations: Any item that is designed for specific population health (Glucerna, Ensure, Boost for Seniors, Similac for Infants, etc...). These products are also available to Partner Agencies serving nutritionally at-risk clients.

The Food Bank will start using the Healthy Eating Research (HER) ranking tool to track our healthy food distribution efforts.

Goal: By 2026, the Food Bank will achieve an overall HER score of 50% or better.

Goal: By 2028, a minimum of 25% of the foods distributed by the Food Bank will be fresh produce.

Foods to Reduce

In order to protect the health of the people we serve, Love Bears All Food Bank will limit the donation and distribution of these types of foods and beverages. we will not actively seek foods in this category:

- Savory snack foods, including, but not limited to: chips, crackers or savory snack foods that are calorically dense, high in sodium, with low nutritive value.
- Sweet snack foods and desserts, including, but not limited to: snack bars, cakes, candy, cookies, donuts, ice cream, pies and pastries.
- Sugar-sweetened beverages, including, but not limited to: sodas, sports drinks, vitamin-enhanced waters.

Love Bears All, Inc. Food Bank Does Not Accept or Distribute

- Alcohol
- Energy Drinks and Energy Shots
- Dietary Supplements
- Diet products containing appetite suppressants
- Prescription or Over The Counter (OTC) medications, such as pain relievers, cough medicines, allergy medications, etc...

Food Sources Not Covered By the Policy

In FY2025, the Love Bears All, Inc. Food Bank will seek food through the U.S. Department of Agriculture's (USDA) TEFAP program (The Emergency Food Assistance Program). Based on availability, some items received through TEFAP, national donors and other core food bank sources may not fully meet the Healthful Foods to Encourage standards outlined through this policy; however, these items do provide clients with some important nutrients and the ability to serve complete meals. In an effort to reduce donations of less healthy foods, the Food Bank will work to communicate with and educate our donors on our Nutrition Policy guidelines and the importance of prioritizing Healthful Food to Encourage for the families we serve. The Food Bank will continue to evaluate the nutritive value of these foods and educate our Clients on ways to shop for and prepare foods that will promote health and well-being.

Policy Implementation and Review

This policy was created by input from the HER Group, Arapahoe County Food Security Coalition, Love Bears All, Inc. Food Bank staff and is supported by Love Bears All, Inc. Board Members, Partner NPOs, and Donors. This policy is effective as of March 15, 2025. The policy will be reviewed and updated quarterly.

Nutrition Policy – Appendix A

Healthful Foods to Encourage/Foods to Reduce

Healthful Foods to Choose Often

1. Fruits and Vegetables

- a. Fresh produce rich in nutrients and low in calories (when facilities allow for storage).
- b. Frozen fruits and vegetables packed without syrup or sauces.
- c. Fruits canned in water or 100% juice
- d. Vegetables canned with no added salt or reduced sodium

2. Whole Grain and Whole Grain-Rich Foods

- a. 100% whole grains such as rolled oats, barley and brown rice
- b. Whole grain-rich bread and tortillas (when facilities allow for storage)
- c. Whole grain-rich pastas and cereals (with whole grain as the first ingredient)

3. Dairy Foods: Low-Fat Dairy or Dairy Substitutes

- a. Plain milk and yogurt: Low-fat (1%) or skim/nonfat milk and yogurt, unflavored/unsweetened (when facilities allow for storage)
- b. Milk substitutes: Unsweetened milk substitutes (e.g., soy/almond milk)
- c. Flavored yogurt (when facilities allow for storage)
- d. Cheese: Reduced fat or low-fat (when facilities allow for storage)

4. Lean Protein Foods

- a. Meat, poultry, seafood and legumes (low-fat, lower sodium)
- b. Farm-fresh Eggs
- c. Nuts and seeds (no added salt), including spreads such as peanut butter (no partially hydrogenated oil in the ingredient list)
- d. Beans and lentils (if canned, no added salt or low-sodium)

Less Nutritious Foods to Choose Sometimes

1. **Fruits and vegetables**
 - a. 100% juice
 - b. Fruit canned in light syrup
 - c. Canned vegetables
 - d. Plain dried fruit
2. **Whole Grain and Whole Grain-Rich Foods**
 - a. White breads, pasta, rice
 - b. Oatmeal with added sugar
3. **Protein**
 - a. Canned beans
 - b. Some nut butters
 - c. Regular canned fish, chicken, beef and pork
4. **Dairy**
 - a. Reduced fat or whole milk
 - b. Cheeses; cottage cheese, whipped cream cheese
 - c. Full-fat sour cream
 - d. Low-fat flavored milks
 - e. Low-fat flavored yogurt
5. **Non-Dairy Alternatives**
 - a. Plant-based cheese
 - b. Some flavored soy milks
 - c. Plain and flavored soy, almond, rice, cashew and oat milk yogurts
6. **Beverages**
 - a. Diet soft drinks
 - b. Diet iced teas
 - c. Sugar free energy drinks
 - d. Sparkling water with sodium or added sugar
 - e. Coconut water
7. **Processed/Packaged Snacks**
 - a. Plain popcorn/Rice cakes
 - b. Whole wheat crackers
 - c. Green pea snack crisps
 - d. Unsalted whole grain pretzels
 - e. Some snack bars

Less Nutritious Foods to Choose Rarely

1. **Savory Snack Foods (including, by not limited to):**
 - a. Chips (not including lower/reduced fat or baked)
 - b. Crackers (not including lower/reduced fat or baked)
 - c. French fries
 - d. Onion rings
 - e. Pork rinds
2. **Sweet Snack Foods and Desserts (including, but not limited to):**
 - a. Bars (including granola, cereal, energy, snack bars)
 - b. Cakes
 - c. Candy
 - d. Chocolate
 - e. Cookies
 - f. Donuts
 - g. Frozen Desserts
 - h. Ice Cream
 - i. Fruit Snacks
 - j. Muffins
 - k. Pastries
 - l. Pies
 - m. Popsicles
 - n. Pudding
3. **Sugar Sweetened Beverages (including but not limited to):**
 - a. Energy Drinks
 - b. Fruit Drinks (<100% juice)
 - c. Sodas
 - d. Sports Drinks
 - e. Sweetened coffees
 - f. Sweetened teas
 - g. Sweetened shakes and smoothies
 - h. Vitamin-enhanced waters

Nutrition Policy -Appendix B

Position Statement on Non-Distributed Items

Love Bears All, Inc. Food Bank is working to improve community health. Nourishing our community with healthy and nutritious foods is core to that commitment. In prioritizing this mission, there are some items that we receive (often in very limited quantity) that must be deprioritized. These items often fall outside the scope of our mission and/or take an inordinate amount of capacity to manage for safe distribution. For these reasons, we have decided not to accept or distribute the following items and have provided additional rationale below.

Love Bears All, Inc. Food Bank position on dietary supplements, medical and vitamin supplements and diet products containing appetite suppressants:

We do not distribute dietary supplements, such as medical and vitamin supplements or diet products containing appetite suppressants due to the efficacy and safety of nutrient supplements and the regulatory issues that affect the use of these products. The best nutrition-based strategy for promoting optimal health and reducing the risk of chronic disease is to wisely choose a wide variety of nutrient-rich foods guided by current federal nutrition recommendations, such as the Dietary Guidelines for Americans and the Dietary Reference Intakes, as well as individual health goals and personal preference.

Love Bears All, Inc. Food Bank position on Over-the-Counter Medications:

Over-the-Counter (OTC) medications are medicines one can buy without a prescription, such as nonsteroidal anti-inflammatory drugs (NSAIDs), fever reducers, cough medicines, sore throat medicines, decongestants, antihistamines, anti-diarrhea, vomiting and nausea medicines, etc. According to the Food and Drug Administration (FDA), OTC medications are safe and effective as long as one follows the directions on the label and as directed by a healthcare professional. However, they may not work as advertised and may interfere with other medications. Due to the possibility of OTC medications interfering with prescribed medications or complicating existing health conditions, CHFB does not distribute OTC medications and recommends its clients consult with their healthcare provider before taking any over-the-counter medications or supplements.

Love Bears All, Inc. Food Bank position on Energy Drinks and Energy Shots:

Energy drinks are flavored beverages containing varying amounts of caffeine and, typically, other additives, such as vitamins, taurine, theanine, carnitine, herbal supplements, creatine, sugars, and guarana, a plant product that naturally contains concentrated caffeine. Energy drinks are marketed to improve energy, weight loss, stamina, athletic performance, and concentration. Adults who consume low to moderate amounts of caffeine (1 to 3 mg/kg or 12.5 to 100 mg/day) have improved exercise endurance, cognition, reaction time, and mood. The effects of chronic high-dose caffeine intake in children and adolescents are unknown, but the American Academy of Pediatrics recommends that, because of caffeine's potentially harmful effects, intake should be discouraged for all children. A limit of 100 mg/day for children and 2.5 mg/kg/day for adolescents has been suggested. Energy drinks have no therapeutic benefit, and many ingredients are understudied and not regulated. Current research stating the known and unknown pharmacology of agents included in such drinks, combined with reports of toxicity, raises concern for potentially serious adverse effects in association with energy drink use, especially in vulnerable populations, such as children served by the food bank.

Love Bears All, Inc. Food Bank position on Alcoholic Beverages and Mixes:

According to the American Heart Association, it is safe to consume alcohol in moderation, meaning no more than one drink per day for women and no more than two drinks per day for men. Drinking more alcohol increases such dangers as alcoholism, high blood pressure, obesity, stroke, breast cancer, suicide and accidents. It is not possible to predict in which people alcoholism will become a problem. Given these and other risks, we do not distribute alcoholic beverages or prepared mixes.

COMPILED, EDITED AND PREPARED BY: Bear Deardorff, President, Love Bears All, Inc.
INFORMATION HAS BEEN COMPILED AND MUCH OF IT HAS BEEN BORROWED, EDITED
AND COPIED WITHOUT EXPRESS PERMISSION FROM: <https://www.communityharvest.org>
Community Harvest Food Bank
999 East Tillman Road
Fort Wayne, IN 46816
DATE OF COMPILATION: 3/15/25 (Revised 4/1/25)



Staff Communication

File #: Resolution 43-2026, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Resolution 43-2026: Approving a Construction Contract with A-1 Chipseal Company for the 2026 Surface Sealing Project, City Project No. 25-02

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Ray Hill, Interim City Engineer Matthew Matuszewski, CIP Program Manager
Presentations:	N/A

PURPOSE:

Approval of a Construction Contract with A-1 Chipseal Company for the 2026 Surface Sealing Project.

LONG-TERM OUTCOME(S) SERVED:

High-Quality Governance; Safe Community

DISCUSSION:

The City performs surface sealing of asphalt streets to extend the life of the street by preventing water from entering the pavement and gravel base, renewing the wearing surface of the roadway, and improving the appearance and safety of the street. Resurfacing also provides an opportunity for updating the roadway striping, incorporating Safer Streets Initiatives. For larger citywide street preservation projects such as this one, the City procures contractor services to augment city equipment and staff resources.

On April 3, 2026, the City advertised the 2026 Surface Sealing Project, City Project No. 25-02. Bids were open on May 1, 2026. Two bids were submitted. After reviewing the submissions, staff determined that A-1 Chipseal Company was the lowest and most qualified bidder with a bid of \$1,954,700.29. This contract amount is within the 2026 Capital Improvement budget. Based on our past experience with A-1 Chipseal Company, they are qualified to complete this work.

In 2026, Public Works is proposing to perform surface sealing of City streets in various locations throughout the City as shown in Attachment 1 of this packet. The roadways selected for surface seal are within the Pavement Condition Index (PCI) range and chronological window, as determined by both the Colorado Asphalt Paving Association and the Municipal Government Pavement Engineering Council (MGPEC), and are now showing signs of wear. It is important to seal the surface of these streets before they degrade to a point where more extensive maintenance needs to be performed. The street type, use, and condition determines what type of street maintenance and repair methods should be implemented. Local neighborhood streets will be seal coated with slurry seal. Higher volume Collector streets will be seal coated using a chip seal. These street surface sealing methods are described further in the following section of this memo. In addition to surface sealing, A-1

Chipseal Company will also be installing new striping as well as vertical elements to create buffered and protected bicycle infrastructure as part of the City of Littleton Safer Streets Initiative.

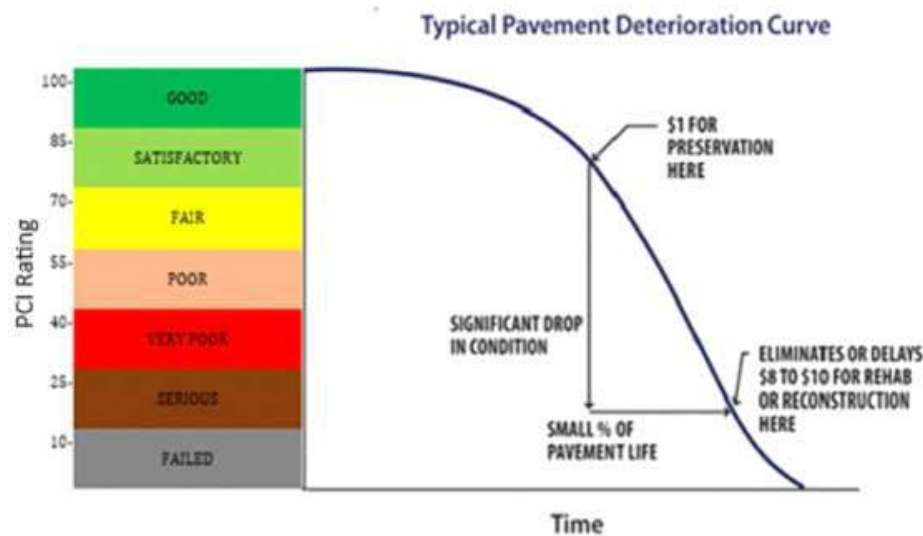
If Council approves this resolution, the project will move forward, with anticipated completion in the summer of 2026.

BACKGROUND:

The City of Littleton has approximately 360 lane miles of streets within the community's transportation network, comprised primarily of asphalt streets and several concrete streets. The City's Pavement Management Plan, managed by the City's Public Works Department, emphasizes pavement preservation as a proactive approach to maintaining streets while they are still in good condition. Maintenance and repair of the street surface can vary from surface sealing, to mill and overlay, to full reconstruction, depending on street surface and subsurface condition. The most cost-effective strategy in pavement preservation is applying the right treatment to streets at the right time, thereby maximizing the life of the pavement and reducing future increases to maintenance scope and costs. It is very important to protect the City's major investment in the street system and maintain streets before they deteriorate beyond repair. Streets which have deteriorated significantly must be completely reconstructed and this is very costly.

The Engineering Division of Public Works uses condition ratings and specific preservation and rehabilitation practices to preserve the condition of Littleton's roadways and extend the useful life of the pavement. Engineering staff assesses the condition of each roadway segment and assigns a Pavement Condition Index (PCI) rating ranging from 0 to 100 (Figure 2). A PCI of 100 corresponds to a new road, a PCI rating of 0 means the pavement has completely failed. The PCI rating drops over time as pavements deteriorate from use and environmental factors. The rate of degradation begins slowly and increases rapidly after a few years. As such, pavement preservation early in a street's lifecycle is critical to preserve the pavement quality and reduce costly rehabilitation or reconstruction.

The Engineering Division manages the Pavement Management Program with the goal to keep Littleton's streets at a PCI of 75 or higher. Currently, the average PCI across the street network is 62. The pavement management strategy focuses on identifying the correct preservation treatment, and applying it at the right time, to extend the life of the pavement. This holistic program approach effectively preserves the pavement network through leveraging low-cost preservation techniques to limit future reconstructions and provides the most value from the funding available for pavement management.



Roadway Asset Services, LLC - 2021 Pavement Evaluation Summary Report Bellaire, Texas

Street surface sealing, specific to the scope of this construction contract for City Council approval, is the method in which a layer of asphalt emulsion (typically slurry seal) is applied to the street surface to protect, seal cracks, and overall extend the life of the street. This sealing method is primarily used on local, lower traffic streets. In the case where chip sealing is used, typically along more major high traffic streets, crushed gravel chips are added following the application of an asphalt layer. These chips are then locked into place with a second layer of asphalt emulsion. Surface sealing cannot be implemented if the condition below the street base layer is significantly failing. Since these sealing methods are significantly less cost than street reconstruction, it is important that the City identifies and takes advantage of early opportunities to implement the sealing method before the street degrades further that would warrant costly reconstruction.

During street preservation planning, several of the Public Works staff coordinate to identify opportunities to implement transportation improvements along streets planned for construction or maintenance activities such as surface sealing, such as the implementation of Safer Streets Initiatives. This coordination provides several financial, staff, equipment and material resources efficiencies by implementing these improvements at the time of preservation activities instead of removal and replacement later. An example of this successful coordination is the implementation of new upgraded bicycle facilities (stripping and vertical infrastructure, where applicable) when stripping of the street commences after a street has been resurfaced or reconstructed. Two specific examples will be Windermere Street and Pennsylvania Street. Additionally, surface sealing projects are coordinated with the annual concrete repair and replacement projects to ensure the concrete curb and gutter repairs are completed prior to surface sealing activities.

Surface sealing activities are completed during the day and may cause some traffic disruptions while the material dries and cures. The surface sealing contractor's scope includes installation and maintenance of traffic control during this work, and the closures will be signed accordingly. If the contractor proposes a full street closure, residents will be notified in advance.

Prior Actions or Discussions

Presentation to City Council regarding Capital Improvements (CIP) update: Supporting 2-3 Year Initiatives, on February 7, 2026.

FISCAL IMPACTS:

The cost for this street surface seal project is \$1,954,700.29. This project will be funded by the Capital Projects Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the Construction Contract to implement the 2026 Surface Sealing Project.

ALTERNATIVES:

If this construction contract for surface sealing is not approved, surface sealing will not be performed. The street surface conditions will continue to deteriorate, and future repair costs would likely be greater due to inflation and increased construction costs.

PROPOSED MOTION:

I move to approve Resolution 43-2026 approving a Construction Contract with A-1 Chipseal Company for the 2026 Surface Sealing Project, City Project No. 25-02.

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CITY OF LITTLETON, COLORADO

Resolution No. 43

Series, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
COLORADO, APPROVING A CONSTRUCTION CONTRACT WITH A-1
CHIPSEAL COMPANY FOR THE 2026 SURFACE SEALING PROJECT –
CITY PROJECT NO. 25-02**

12 **WHEREAS** pursuant to Section 1-15-62 of the Littleton Municipal Code, City
13 Council approval is a condition precedent to the approval of an agreement in which the total value
14 of the agreement is over five hundred thousand dollars and 00/100 cents (\$500,000.00); and
15

16 **WHEREAS** the city issued an Invitation For Bids soliciting proposals for the 2026
17 Surface Sealing Project – City Project No. 25-02; and
18

19 **WHEREAS** the contractor, A-1 Chipseal Company submitted a response to
20 perform the project and the city, after examination of the contractor’s submittal, has determined
21 that the contractor has the requisite background, pricing, bond, and expertise to provide the
22 requested work; and
23

24 **WHEREAS** city staff recommends acceptance of the contractor’s proposal for
25 work in accordance with the issued Invitation For Bids; and
26

27 **WHEREAS**, the city and A-1 Chipseal Company desire to enter into an agreement,
28 in which A-1 Chipseal Company will perform work in accordance with the terms and conditions
29 outlined in the agreement, in substantially the same form attached hereto as Exhibit “A”.
30

31 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
32 **THE CITY OF LITTLETON, COLORADO, THAT:**
33

34 **Section 1.** The Littleton City Council hereby approves the Construction Contract
35 by and between the City of Littleton and A-1 Chipseal Company, for the 2026 Surface Sealing
36 Project – City Project No. 25-02, in substantially the same form attached hereto as Exhibit “A,”
37 and authorizes the Mayor to execute the same on behalf of the City of Littleton.
38

39 **Section 2.** The Resolution shall take effect upon its approval by the Littleton City
40 Council.
41
42

44 INTRODUCTION, READ AND ADOPTED at a regularly scheduled meeting of the
45 City Council of the City of Littleton, Colorado, on the 2nd of June 2026, at 6:30 p.m. at the Littleton
46 Center, 2255 West Berry Avenue, Littleton, Colorado.

47 ATTEST:

48
49

50 _____
51 Colleen L. Norton
52 CITY CLERK

Kyle Schlachter
MAYOR

53
54 APPROVED AS TO FORM:

55
56

57 _____
58 Reid Betzing
CITY ATTORNEY



**CONSTRUCTION CONTRACT
PROJECT NO. 25-02**

THIS CONSTRUCTION CONTRACT (“Contract”) is made and entered into on the date of the last signature set forth below, by and between the City of Littleton, a municipal corporation within the State of Colorado (“City”), and A-1 Chipseal Company, a Colorado corporation (“Contractor”). The Contractor and the City are referred to as a “Party” or collectively the “Parties.”

1.1 **Contract Documents and Exhibits.** The term “Contract Documents” consist of this Contract together with the following:

Exhibit A	Scope of Work
Exhibit B	Bid Schedule
Exhibit C	Performance and Payment Bond
Exhibit D	Littleton Engineering Design Standards (“Standards and Specifications”) (Incorporated by Reference Only) (Exhibit D Available online)
Exhibit E	Drawings and Specifications
Exhibit F	Special Conditions

All exhibits referred to in this Contract are attached hereto and are, by reference, incorporated herein for all purposes. Any forms provided within the Contract are not intended to be considered final, and the City expressly reserves the right to modify said contract forms, in its sole discretion. In the event any matter, term, provision, or condition that is the subject of this Contract requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Contract shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then the Contractor shall secure the written instructions from the City before proceeding with the performance of the services affected by such conflicts, omissions or discrepancies.

1.2 **Project.**

1.2.1 The Contractor shall commence and complete the Scope of Work (“Work”), **Exhibit A**, in accordance with the Contract Documents, as defined herein. The Contractor agrees to perform and complete the Work in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith. The Contractor shall, at its own expense, furnish all labor, materials, tools, supplies, machinery, utilities, permits, licenses, and other equipment that may be necessary for the completion of the Work, as outlined in the Contract Documents. The Contractor shall have

no property right in materials after they have been attached, affixed or incorporated in the Work or the soil.

1.2.2 Further, the Contractor acknowledges that all reasonably necessary steps were taken to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost of the Work. Failure by the Contractor to do so will not relieve it from responsibility for successfully performing Work without additional expense to the City. The City will not be responsible for any understanding or representations concerning conditions unless such understanding or representations are expressly stated in the Contract.

1.2.3 The City shall furnish all lands and rights-of-way required for completion of the Work. In acquiring rights-of-way, the City will proceed as expeditiously as possible, but in the event all rights-of-way or easements are not acquired prior to the beginning of construction, the Contractor shall begin Work on such lands and rights-of-way as have been acquired. No claim for damage will be allowed or shall be made by reason of the City's delay in obtaining lands, easements or rights-of-way. In the event of litigation or other delays in acquiring rights-of-way, the time allowed herein for completion will be extended to compensate for the time actually lost by such delay.

1.3 **Commencement and Completion of the Project.** The Contractor understands and agrees that all Work required under this Contract shall not commence until a Notice to Proceed is issued and shall be fully completed within **90 calendar days of receiving Notice to Proceed**. The Contractor acknowledges and understands that it is an essential term of this Contract that Contractor maintain a rate of progress in the Work that will result in completion of the Work in accordance with the Contract Documents, and to that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with the Contract Documents.

1.4 **Contract Price.** The City accepts the Contractor's bid as set forth in the Bid Schedule, **Exhibit B**, in the total amount of **\$1,984,700.29**. The City shall make payment(s) to Contractor in the manner and at such times as set forth in the Standards and Specifications. Should the Contract price exceed one-hundred and fifty-thousand dollars (\$150,000.00), the City shall deduct and retain five (5) percent from the total amount of each approved invoice, including Change Orders. The City may also deduct in addition to retainage as stated above, the additional amount(s) of any and all outstanding claims pursuant to Colorado Revised Statute ("C.R.S.") §38-26-107 from each approved invoice.

1.5 **Payments to Constitute Current Expenditures.**

- 1.5.1 Notwithstanding any other term, provision, or condition herein, all financial obligations of the City are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council. The City's obligations under the Contract shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.
- 1.5.2 Further, pursuant to 103.6(2) of Article 91, Title 24, C.R.S., no Change Order, Amendment, or other form of order or directive by the City which requires additional compensable work to be performed, and which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for the original Contract, shall be executed, or shall work be performed by the Contractor, unless the City provides written assurances to the Contractor that lawful appropriations to cover the costs of such additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. For purposes of this paragraph, "remedy-granting provision" shall be defined as set forth in C.R.S. §24-91-103.6(4).
- 1.6 **Confidentiality.** Notwithstanding any provision in the Contract Documents to the contrary, the City is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the City to disclose all or a portion of communications relating to the Contract, or terms of same, or of any transaction under the Contract, and other related matters. The Contractor shall familiarize itself with the Colorado Open Records Act. In no event shall the City be liable to the Contractor for the disclosure of all or a portion of communications, or relating documents, or electronic imaging, including all documents and exhibits that may be included as part of this Contract.
- 1.7 **Bonds.**
- 1.7.1 Contemporaneous with the Contractor's execution of this contract, the Contractor shall provide a Performance Bond and a Labor and Material Payment Bond as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. All bonds shall be in the form prescribed by the City, executed by a surety company i) licensed to do business in the State of Colorado; ii) with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the contract price; and iii) in conformance with C.R.S. §§ 38-26-105 and 106 ("Bonds"). All Bonds signed by an agent or attorney-in-fact shall be accompanied by a certified copy of the signatory's authority to act. The Contractor shall, at all times while providing, performing, or completing the Work including without limitation at all times while correcting any failure to meet warranty pursuant to the Standards and Specifications, maintain and keep in force the Bonds at the Contractor's expense.

1.7.2 If the Surety for any Bond furnished by the Contractor is placed in a receivership or declared bankrupt, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements specified herein, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

1.8 Insurance.

1.8.1 The Contractor shall not commence work, and shall not allow any subcontractor to commence work, until it has obtained all insurance required herein and such insurance has been approved by City. For the duration of the Contract, the Contractor must maintain the insurance coverage required in this section. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Contract shall not act as a waiver of the Contractor's breach of Contract or of any of the City's rights or remedies under this Contract.

1.8.2 The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents 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.

1.8.3 The Contractor shall procure and maintain at its own cost and shall cause each subcontractor of the Contractor to procure and maintain at its own cost (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- i. Workers' Compensation and Employers' Liability insurance with minimum limits as required by state law. The policy shall cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work.
- ii. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including

completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and both ongoing and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards (XCU). The policy shall contain a severability of interests provision.

- iii. Comprehensive Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.
- iv. Installation Floater/Inland Marine insurance with minimum limits of not less than the insurable value of the work to be performed at completion. The value shall include the aggregate value of any City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured. The policy shall protect the Contractor and the City from all insurable risks of physical loss or damage to materials and equipment not otherwise covered, while in warehouses or storage areas, during installation, during testing, and after the Work under this Contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular Work to be performed under this Contract. The policy shall provide for losses to be payable to the Contractor and the City as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the City.

1.8.4 The City of Littleton shall be included as additional insured for Commercial General Liability and Comprehensive Automobile Liability insurance. The City of Littleton shall be included as additional insured or loss payee for Installation Floater/Inland Marine insurance. All policies of insurance providing additional insured status shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- 1.8.5 Certificates of insurance shall be completed by the Contractor's insurance company as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. The certificate cannot contain "endeavor to" language in the portion of the certificate addressing cancellation. The City of Littleton shall be included as Certificate Holder. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 1.8.6 The coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Contract upon which the City may immediately terminate the Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 1.8.7 The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.
- 1.9 **Patented Devices, Materials and Processes.** If the Contractor is required or desires to use any design, device, material or processes covered by patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or patent owner. The Contractor shall warrant that the materials, equipment or devices used on or incorporated in the Work shall be delivered free of any rightful claim of any third-party for infringement of any United States patent or copyright. If notified promptly in writing and given authority, information and assistance, the Contractor shall defend, or may settle, at its expense, any suit or proceeding against the City so far as based on a claimed patent or copyright infringement which would result in a breach of this warranty, and the Contractor shall pay all damages and costs awarded therein against the City due to such breach. In case any use of any materials, equipment or devices is in such suit held to constitute an infringement and such use is enjoined, the Contractor shall, at its expense and option, either procure for the City the right to continue using said materials, equipment or devices, or replace same with non-infringing materials, equipment or devices, or modify the same so it becomes non-infringing. The Contractor shall report to the City promptly and in reasonable written detail each

notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge. In the event of any claim or suit against the City as a result of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or Work or services performed hereunder, the Contractor shall furnish to the City when requested by the City, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the City except where the Contractor has agreed to indemnify the City. This clause shall be included in all subcontracts.

- 1.10 **Taxes.** The City of Littleton is not subject to taxation. The Contractor shall not invoice the City for any state, federal or local taxes whatsoever. Upon written notification by the City, the Contractor shall reimburse the City in a timely manner for any taxes erroneously paid by the City.
- 1.11 **Termination for Convenience of City.** This Contract and the performance of the Work hereunder may be terminated at any time, in whole or in part, for convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of Work is terminated, the date upon which termination becomes effective, and any necessary actions to be taken by the Contractor to effectuate termination and close-out the Contract. If the Contract is terminated, the Contractor shall be paid on a prorated basis of Work satisfactorily completed, under the Work. The portion of Work satisfactorily completed but not yet accepted by the City shall be determined by the City.
- 1.12 **Cooperation with Other Contractors.** In connection with the improvements under this Contract, the right is reserved by the City to award any Work not included in the Contract to another contractor for performance during the progress of this Contract, or to perform such Work with the City's forces, and the Contractor shall cooperate and so conduct its operation as to minimize the interference therewith, as directed by the Project Manager.
- 1.13 **Termination of Contractor's Responsibility.** This Contract will be considered complete when all Work and final cleanup has been finished, the Work has been accepted by the City, and all claims for payment of labor, materials, or services of any kind used in connection with the Work have been settled for by the Contractor or its Surety. The Contractor will then be released from further obligation except as set forth in the Bond and for its responsibility for injury to persons or property arising from its duties and obligations under the Standards and Specifications. The Bond executed for performance of this Contract shall be in full effect for a period of one (1) year following acceptance of the Work; except with regard to the representation regarding copyright infringement found in Section 1.9 where the Bond shall remain in effect for three (3) years, and except with regard to the representation regarding patent infringement found in Section 1.9, where the Bond shall remain in effect for six (6) years. Neither the final payment nor any provision

in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship. Payment to the Contractor will not relieve the Contractor of any obligation under this Contract.

- 1.14 **Subcontracting or Assignment of Work.** No contractual relationship will be recognized under the Contract other than the contractual relationship between the City and Contractor. No portion of the Contract shall be subcontracted, assigned or otherwise disposed of except with the written consent of the City, which consent shall not be unreasonably withheld. Requests for permission to subcontract, assign or otherwise dispose of any portion of the Contract shall be in writing to the Project Manager and shall be accompanied by documents demonstrating the organization which will perform the Work is particularly experienced and equipped for such Work. Consent to subcontract, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.
- 1.15 **Waiver of Breach.** A waiver by any Party to the Contract or the breach of any term or provision of the Contract shall not operate or be construed as a waiver of any subsequent breach by either Party.
- 1.16 **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor and nothing contained in this Contract shall give or allow any such claim or right of action to any other third-party on this Contract. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Contract shall be deemed to be an incidental beneficiary only.
- 1.17 **Independent Contractor.** The Contractor shall perform the Work as an independent contractor and shall not be deemed by virtue of this Contract to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor.
- 1.18 **Accessibility Standards.** The Contractor shall comply with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103 and its implementing regulations. Notwithstanding the foregoing, this requirement shall not be applicable to contracts or agreements for professional services, as defined by C.R.S. § 24-30-1402, or to any portion or part of the contract or agreement that is providing professional services. Further, the contractor shall indemnify, hold harmless, and assume liability on behalf of the city and the city's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the city in relation to the contractor's noncompliance with the accessibility standards

for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103, and its implementing regulations.

- 1.19 **Non-Discrimination.** In connection with the performance of the Work, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, or disability, or any other status protected by applicable law. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ethnicity, citizenship, immigration status, sex, gender, age, sexual orientation, gender identity or gender expression, marital status, source of income, military status, protective hairstyle, genetic information, pregnancy, disability, or any other status protected by applicable law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 1.20 **Indemnification.** The Contractor agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands on account of any losses, injuries, and damages, including but not limited to, alleged personal injury claims, and/or death claims, or property damage claims, or errors and omissions, which arise solely out of the Contractor's and/or any of its agents' officers or employees performance of the Contractor's obligations under this Contract. The City is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying any individual or entity. Therefore, the City does not indemnify the Contractor, successors, or assigns under this Contract. Notwithstanding the foregoing, nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless the City from any liability or damages directly caused by or attributable to the City's own negligence, nor is anything herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to the City by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as it may from time to time be amended.
- 1.21 **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Colorado. Venue for any action arising under the Contract or for the enforcement of the Contract shall be in the appropriate court for Arapahoe County, Colorado.
- 1.22 **Additional Documents or Action.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Contract.

- 1.23 **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Contract except as otherwise expressly authorized herein.
- 1.24 **Integration, Amendment, and Severability.** This Contract represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Contract may be amended only by an instrument in writing signed by the Parties or as otherwise provided herein. If any other provision of this Contract is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Contract shall continue in full force and effect.
- 1.25 **Binding Authority.** The Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Contract may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.
- 1.26 **Subject to Legislative Approval and Compliance with Law.** The Contractor acknowledges and agrees that if a Change Order is required under the terms of the Contract, the City shall not incur any liability whatsoever for claims of payment, compensation, damages, or adjustment of any kind by the Contractor due to any delays for the required approvals and execution under the City's Purchasing Ordinance. The Contractor further acknowledges and agrees that this Contract's execution may be contingent upon approval by the City Council, in compliance with all applicable provisions of the City Charter and City Code. The City shall not incur any liability whatsoever if this Contract is not approved by City Council.
- 1.27 **Notices.** All notices required under this Contract shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses of the Parties herein set forth. A Party may change its mailing address by giving written notice of such change of address to other Party.

Notice to City:

City of Littleton
City Manager
2255 West Berry Avenue
Littleton, CO 80120

Notice to Contractor: A-1 CHIPSEAL COMPANY
2505 E 74th Avenue
Denver, Colorado 80229

- 1.28 **Force Majeure.** Neither Party shall be responsible for a delay in its respective performance under this Contract, other than a delay in payment for Work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, epidemics, pandemics, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. Contractor shall be entitled to an equitable adjustment to the project schedule in accordance with the Standards and Specifications. When a delay on any aspect of the Work occurs, the Contractor, to the maximum extent possible, shall utilize its resources elsewhere in the Work.
- 1.29 **Electronic Signatures and Electronic Records.** The Contractor consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[signatures to follow]

CITY OF LITTLETON, COLORADO

ATTEST

Kyle Schlachter
MAYOR

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY



CONTRACTOR

Josh Krueger
VICE PRESIDENT

Date

Exhibit A Scope of Work

The City is focusing on maintaining and preserving the condition of existing roadway infrastructure throughout Littleton, along with implementing its Safer Streets program and initiatives. This project includes the removal of approximately 50,000 square feet of pavement markings, both chip and slurry seal application of a combined 360,000 square yards, installation of over 21,000 square feet of thermoplastic pavement markings, and installation of new striping, signs, and traffic calming devices.

The Contractor shall furnish all labor, materials, and equipment necessary to complete in place the application of emulsified asphalt and aggregate cover coat to the streets listed on the Location Schedule in Exhibit F.

It's anticipated the project will require approximately 258,000 square yards of Slurry Seal, Type II, and 102,000 square yards of one-fourth inch (1/4") Chip Seal with Fog Coat. The City will be performing all required pavement patching with its own City staff in advance of the project. Other anticipated work includes temporary traffic control, cleaning of manholes and valves, removal of existing pavement markings installation of signs, furnishing and installing traffic calming devices, and pavement marking.

Exhibit B

Code	Description	UOM	Price	Quantity	Total Cost
202-00250	REMOVAL OF PAVEMENT MARKINGS	Square Foot/Feet	\$1.00	49,379	\$49,379.00
403	INSTALL SPEED CUSHION	Each	\$1,800.00	33	\$59,400.00
408	MASTIC	Ton	\$4,250.00	5	\$21,250.00
409	SEAL COAT (1/4" CHIP)	Square Yard	\$3.75	102,065	\$382,743.75
410	SLURRY SEAL TYPE II	Square Yard	\$2.68	257,528	\$690,175.04
614-00011	SIGN PANEL (CLASS 1)	Square Foot/Feet	\$12.50	407	\$5,087.50
614	SIGNPOST ANCHOR ASSEMBLY (2.25x2.25 INCH TUBING)	Each	\$55.00	65	\$3,575.00
614-00216	STEEL SIGNPOST (2x2 INCH TUBING)	Linear Foot/Feet	\$7.50	780	\$5,850.00
627-00008	MODIFIED EPOXY PAVEMENT MARKING	Gallon	\$135.00	752	\$101,520.00
627-30323	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)(INLAID)	Square Foot/Feet	\$12.50	12,744	\$159,300.00
627-30328	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP)(INLAID)	Square Foot/Feet	\$12.50	8,430	\$105,375.00
612	36" SHUR-FLEX VERTICAL FLEX POST (WHITE)	Each	\$85.00	86	\$7,310.00
612	36" SHURE-FLEX VERTICAL FLEX POST (WHITE)(FURNISH ONLY)	Each	\$50.00	17	\$850.00
612	36" SHUR-FLEX VERTICAL FLEX POST (GREEN)	Each	\$85.00	187	\$15,895.00
612	36" SHUR-FLEX VERTICAL FLEX POST (GREEN)(FURNISH ONLY)	Each	\$50.00	37	\$1,850.00
612	ZICLA ZIPPER (B+AA+B)	Each	\$395.00	272	\$107,440.00
612	ZICLA ZIPPER (B+AA+B) (FURNISH ONLY)	Each	\$375.00	54	\$20,250.00
612	ZICLA ZEBRA 13	Each	\$165.00	245	\$40,425.00
612	ZICLA ZEBRA 13 (FURNISH ONLY)	Each	\$105.00	49	\$5,145.00
612	ZICLA ZEBRA 9	Each	\$130.00	329	\$42,770.00
612	ZICLA ZEBRA 9 (FURNISH ONLY)	Each	\$85.00	66	\$5,610.00
626	MOBILIZATION	Lump-Sum	\$15,000.00	1	\$15,000.00
630	TRAFFIC CONTROL	Lump-Sum	\$108,500.00	1	\$108,500.00
700	FORCE ACCOUNT				\$30,000.00
TOTAL:					\$1,984,700.29

Exhibit C

Bond No. 30275646

PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that A-1 CHIPSEAL COMPANY (Contractor), as Principal (the "Principal") and Western Surety Company, a corporation organized under the laws of the State of South Dakota, and authorized to transact business in the State of Colorado, as "Surety", jointly and severally, including their heirs, personal representatives, successors and assigns, are held and firmly bound unto the City of Littleton as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of one million nine hundred eighty-four thousand seven hundred dollars and twenty-nine cents (\$1,984,700.29), for the payment and interest as provided by law for the performance of the Contract between the Principal and the Owner, dated _____, 2026, for the Surface Sealing #25-02 Project in accordance with drawings and specifications; which the Contract is made a part hereof, and is hereinafter referred to as the Contract, and incorporated by this reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal, at all times, shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, any authorized modifications thereof during the original term of the Contract, any extensions thereof that may be granted by the Owner, and during the term of any guarantee or warranty required under the Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense when the Owner may incur in making good any default, then the Principal and Surety shall have no obligation under this Bond, otherwise it shall remain in full force and effect for a period of one (1) year following execution of the Contract. Upon expiration, this Bond shall be extended by a continuation certificate for an additional one (1) year, and extended thereafter until the warranty period has expired in accordance with the terms of the Contract.

The Surety, for value received, agrees that no extension of time, change in, addition to, or other alteration or modification of the terms of the Contract or work to be performed there under or any other forbearance on the part of either the Owner or the Principal to the other shall in any way release or impact the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any extension of time, change in, addition to, or other alteration or forbearance.

Whenever the Owner terminates the Contract in accordance with the terms thereof, the Surety shall, within fifteen (15) calendar days after written notice of such termination, notify the Owner in writing of its election to complete the Contract in accordance with its terms and conditions, or notify the Owner that the Surety elects not to complete the Contract. If the Surety fails to provide the written notice within the fifteen (15) calendar day period, then it will have deemed to have not elected to complete the Contract. Should the Surety elect to complete the Contract, then it shall, within fifteen (15) additional calendar days, following written notice of such election, obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions. The Surety shall arrange for a contract between bidder and Owner, and make available as work progresses (even though there should be 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, attorneys fees of the Owner and damages for which the Surety shall be liable hereunder, the amount set forth in the first paragraph hereof. In the event of termination, the Surety may not engage the Principal to complete the Contract, without prior written consent of the Owner, which consent may be withheld in the Owner's sole discretion. If the Surety elects to complete the Contract, then it shall be entitled to receive the balance of the Contract price, less i) any amounts paid by the Owner to the Principal; ii) costs incurred by the Owner in correcting the defective work; iii) any additional legal, design professional or other costs incurred by the Owner resulting from Principal's default; and iv) any liquidated damages caused by the delayed performance or nonperformance of the Principal. Any progress payments, less retainage, due but not paid at the date of termination shall be paid to the Surety so long as the Surety has agreed to indemnify the Owner for the amount thereof and no other claims have been made to such funds by subcontractors or suppliers in accordance with the Contract or any applicable law. In the event that the Surety elects not to complete the Contract, the Owner may then have work completed by such means and in such manner, as it may deem advisable. The Surety, in such event, shall at all times make available, as work progresses under the Contract between the Owner and new contractor, sufficient funds to pay the cost of completion of the Contract pursuant to the its terms together with the other amounts set forth above, but in no event shall the Surety be responsible for the payment of any sums to the Owner until the Owner has paid in full its total obligation under the terms of the original Contract, plus Change Orders or amendments less deductions and claims chargeable by law or by the Contract, if any, and less the retainage which will be disbursed as provided by the Contract and any applicable law.

Any proceeding, whether legal or equitable, under this Bond, except for claims for payment of labor and material, or copyright or patent infringement, must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Further, the above named Principal and Surety hereby jointly and severally agree with the Owner that the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract ("claimant"), and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant, who has not been paid in full at any time up to and including the time of final settlement for the work contracted to be done, file with the Owner, a verified statement of the amount due and unpaid in accordance with Section 38-26-107, C.R.S. Provided, further, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The Owner shall not be liable for the payment of any costs, attorney fees, or other expenses of any such legal remedies a claimant may have against the Principal or Surety.

SIGNED this _____ day of _____ 2026.

In the presence of:

A-1 Chipseal Company



(Contractor / Principal) Josh Krueger, Vice President



Western Surety Company



(Surety) Jody L. Anderson, Attorney-in-Fact

(Accompany this Bond with Attorney in-fact's authority from the Surety to execute the Bond, certified to include the date of the Bond.)

APPROVED FOR THE OWNER:

BRENT SODERLIN
DIRECTOR OF PUBLIC WORKS AND UTILITIES

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Fleming, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.



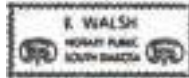
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031



K. Walsh
K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



WESTERN SURETY COMPANY

Paula Kolsrud
Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, If you want to verify bond authenticity.



May 12, 2026

City of Littleton
2255 West Berry Avenue
Littleton, CO 81020

RE: A-1 Chipseal Company

Project Name: 2026 Surface Sealing (City Project No. 25-02)
Contract Amount: \$1,984,700.29
Bond No: 30275646

The performance and payment bonds covering the above captioned project were executed by this agency, through Western Surety Company on May 11, 2026.

We hereby authorize the City of Littleton to date all bonds and powers of attorney to coincide with the date of the contract.

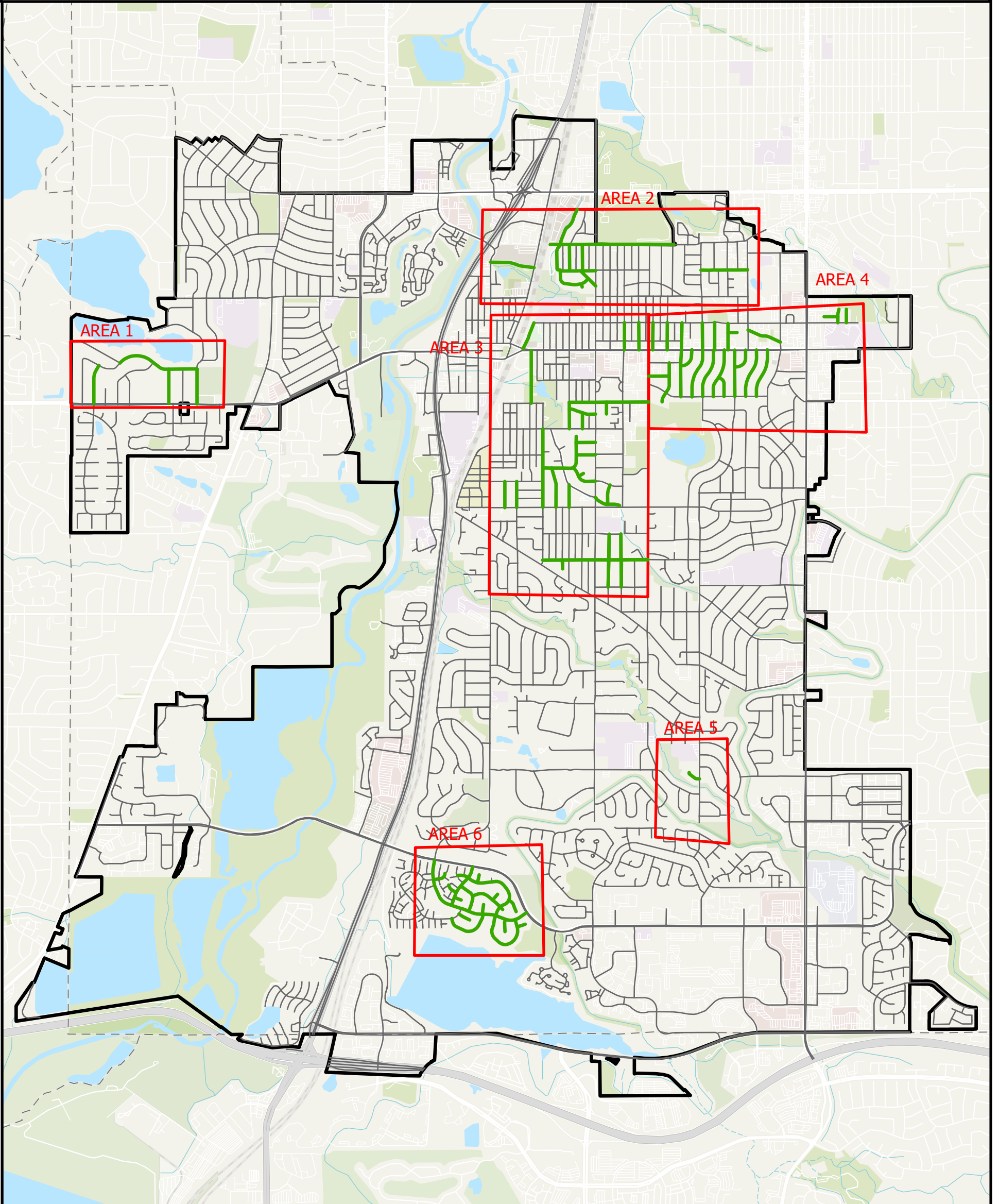
If you should have additional questions or concerns, please do not hesitate to give me a call at 303-824-6600.

Regards,

A handwritten signature in blue ink, appearing to read 'Karen A. Feggestad', written over a light blue horizontal line.

Karen A. Feggestad
Senior Surety Account Manager

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY



Trailmark

Legend

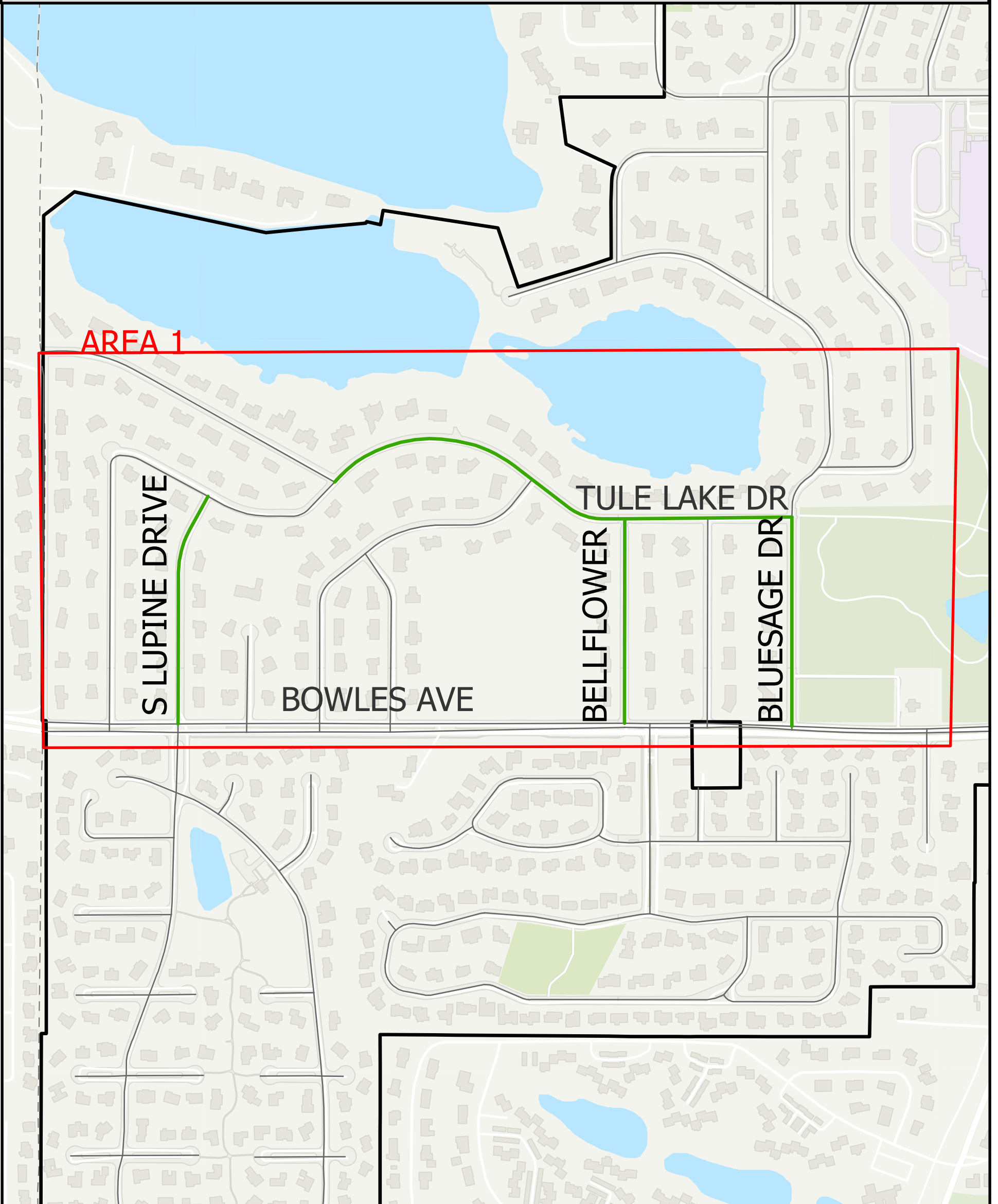
- 2026 Slurry Seal
- ▭ Slurry Areas 1-6

0 0.25 0.5 Miles

N



CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY



AREA 1

SLUPINE DRIVE

BOWLES AVE

TULE LAKE DR

BELLFLOWER

BLUESAGE DR

Trailmark



Legend

- 2026 Slurry Seal
- Slurry Areas 1-6

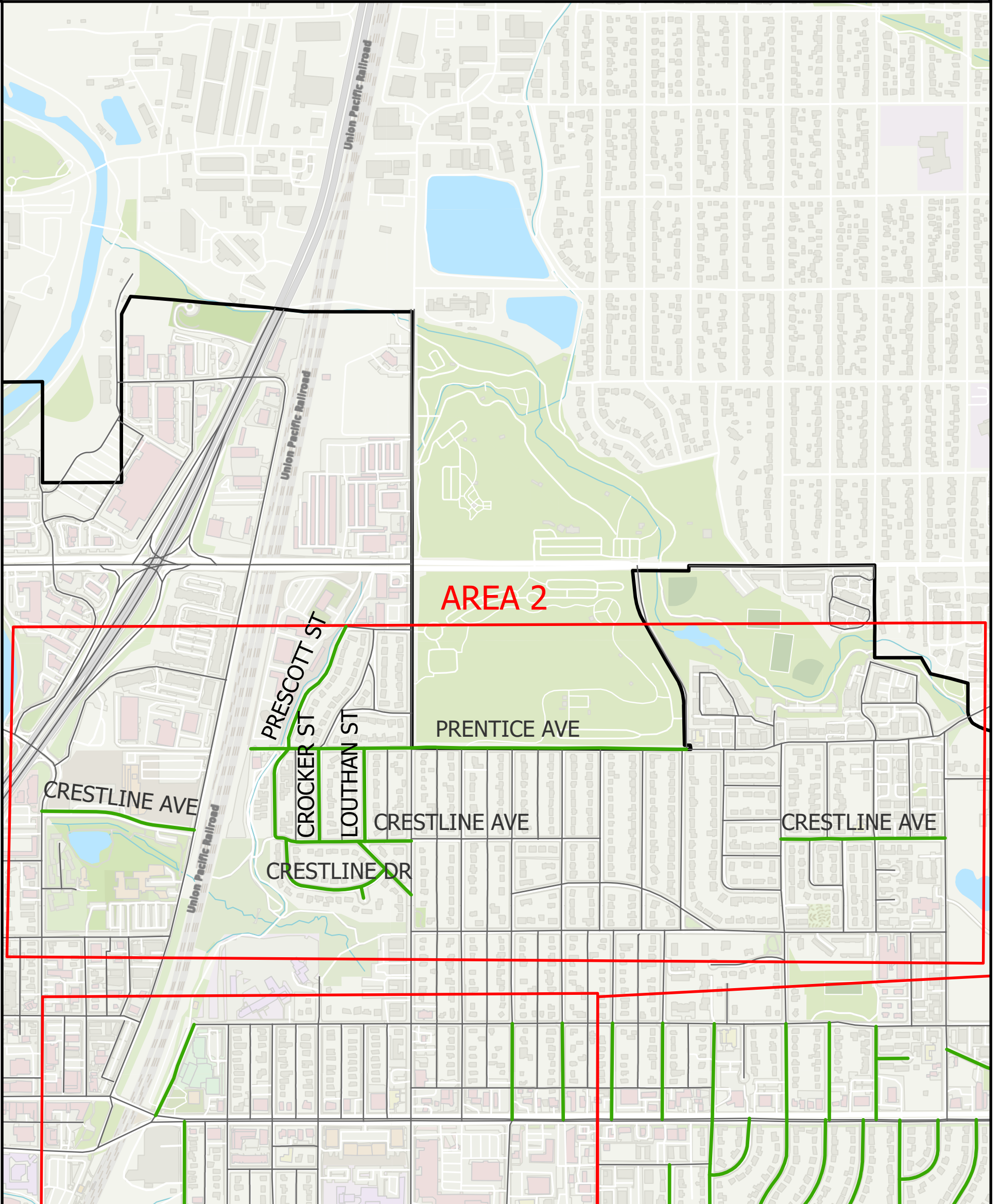
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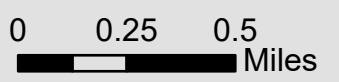


Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY

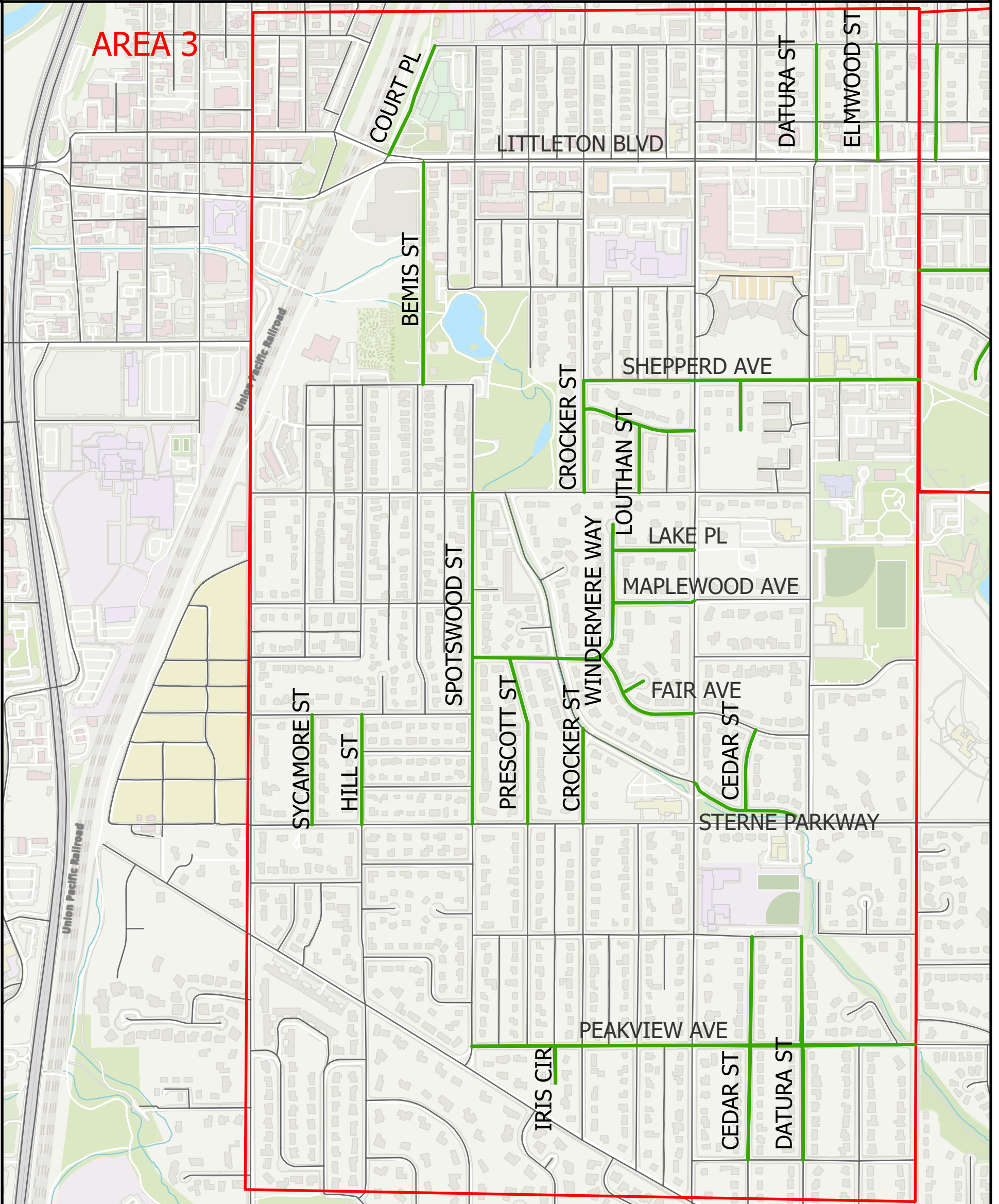


- Legend**
- 2026 Slurry Seal
 - ▭ Slurry Areas 1-6



Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY



AREA 3



Trailmark

Legend

- 2026 Slurry Seal
- Slurry Areas 1-6

0 0.25 0.5 Miles

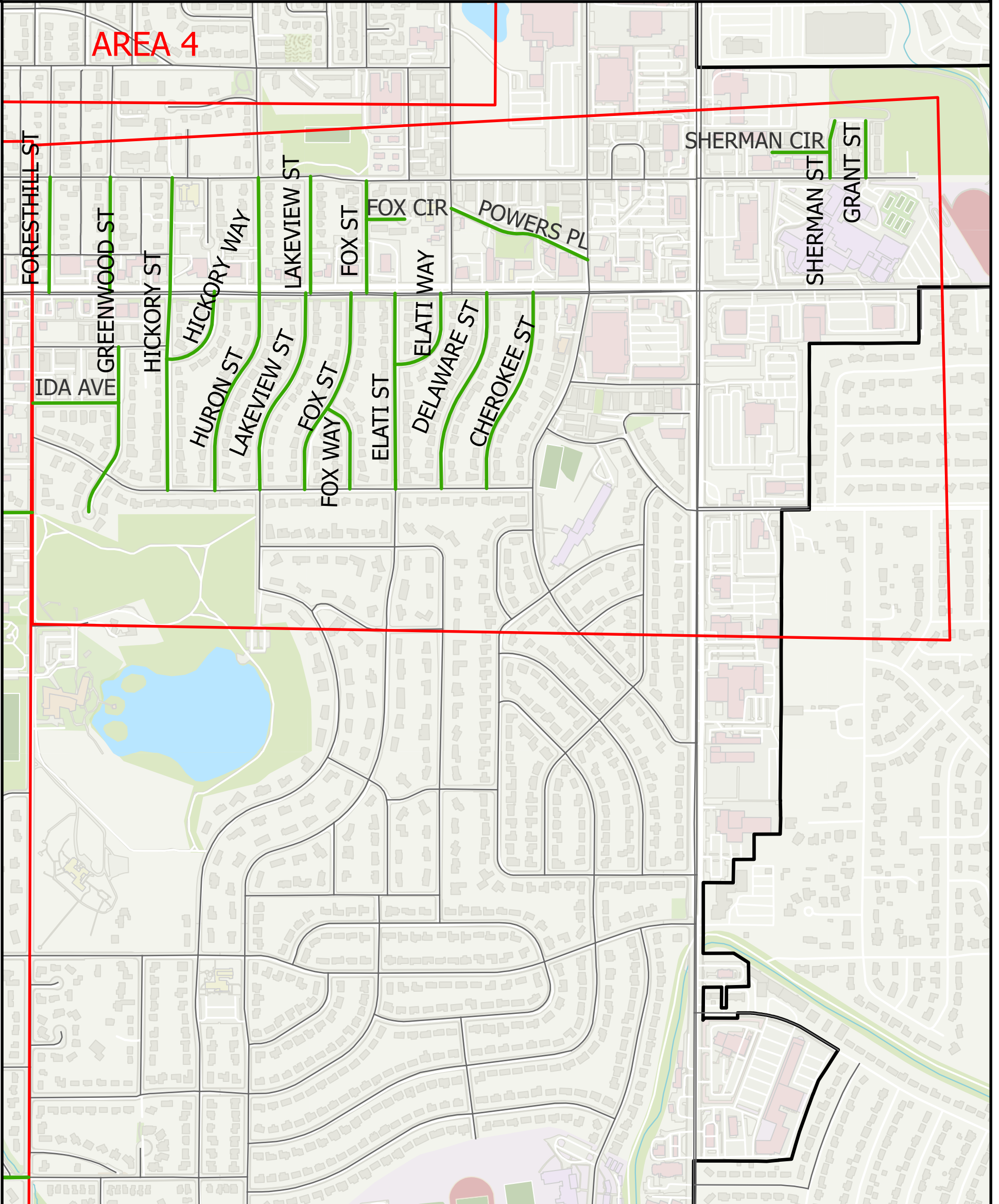
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Littleton
Colorado

Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY



AREA 4

FORESTHILL ST

GREENWOOD ST

HICKORY ST

HICKORY WAY

HURON ST

LAKEVIEW ST

FOX ST

FOX WAY

ELATI ST

ELATI WAY

DELAWARE ST

CHEROKEE ST

IDA AVE

FOX CIR

POWERS PL

SHERMAN CIR

SHERMAN ST

GRANT ST

Trailmark



Legend

- 2026 Slurry Seal
- Slurry Areas 1-6

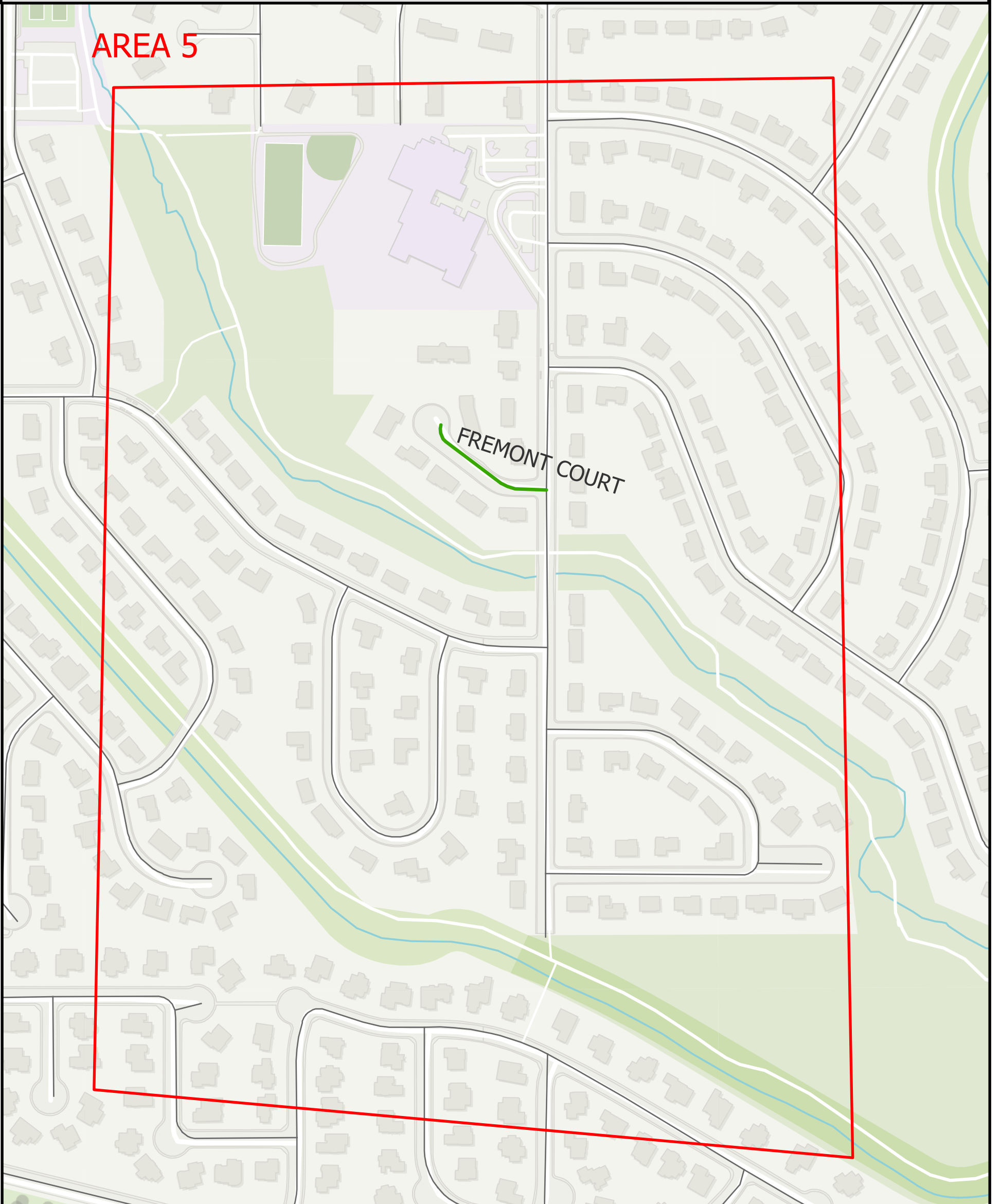
0 0.25 0.5 Miles

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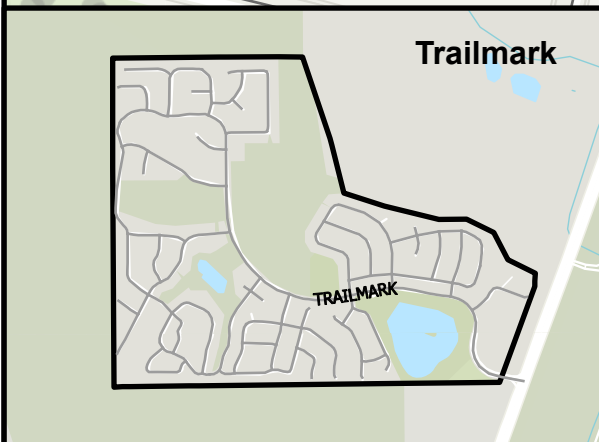
Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY



AREA 5

FREMONT COURT



Trailmark

TRAILMARK

Legend

- 2026 Slurry Seal
- Slurry Areas 1-6

0 0.25 0.5 Miles

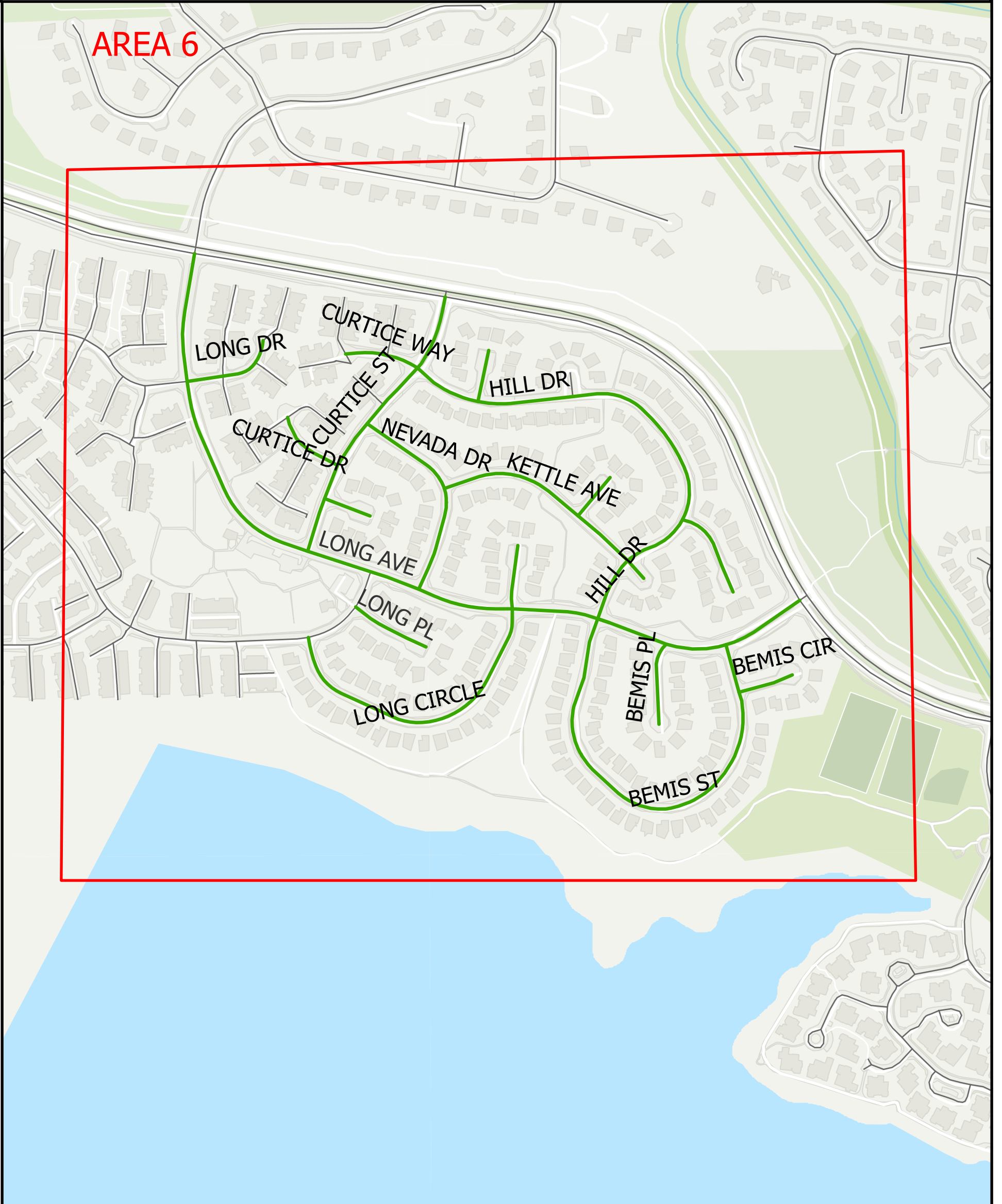
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Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 SLURRY

AREA 6



Trailmark

Legend

- 2026 Slurry Seal
- ▭ Slurry Areas 1-6

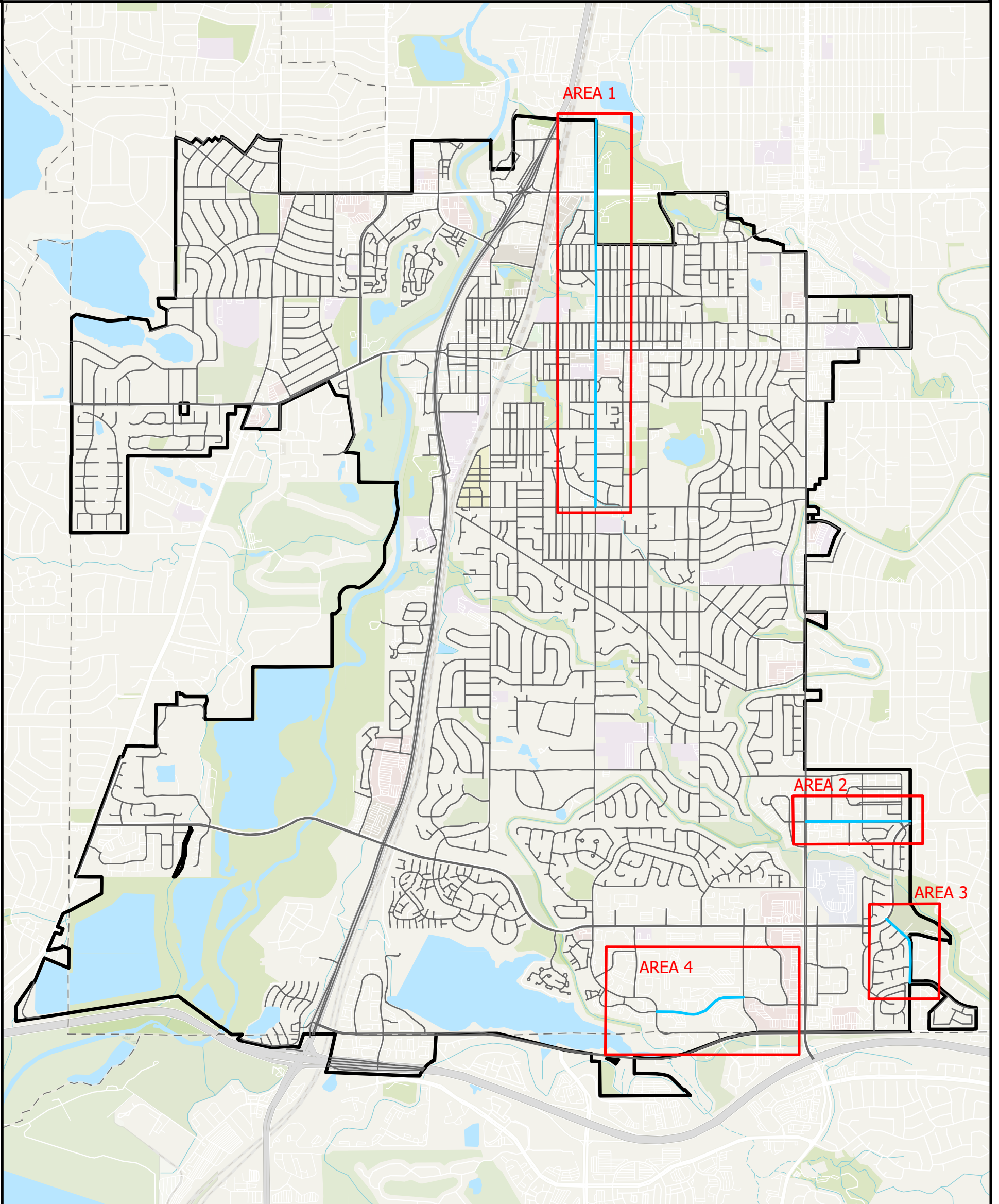
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Latest Update: 2/19/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 CHIP SEAL



Legend

- 2026 Chip Seal
- ▭ Chip Seal Areas 1-4

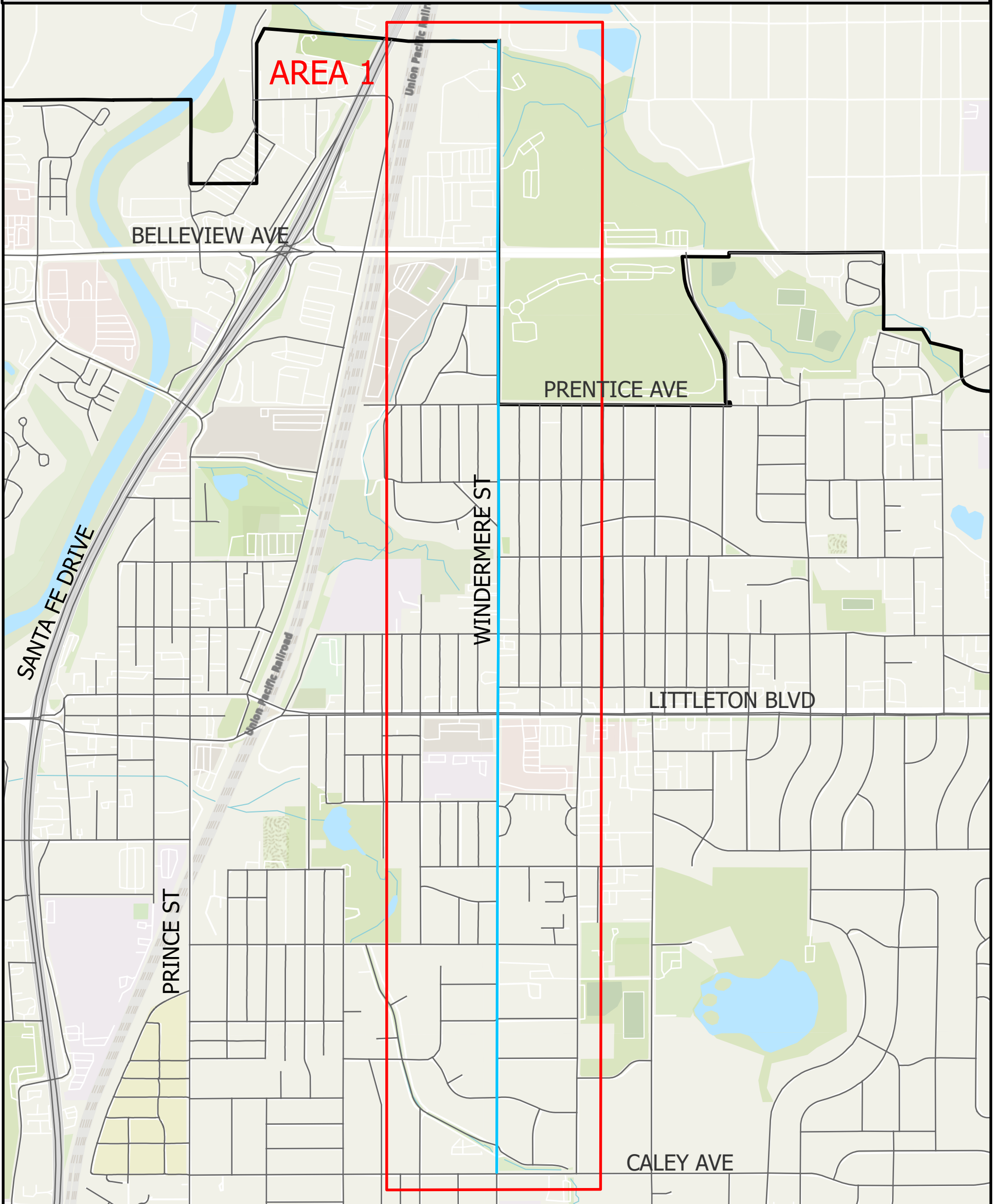
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Latest Update: 2/26/2026

CITY OF LITTLETON PAVEMENT PRESERVATION 2026 CHIP SEAL



Legend

- 2026 Chip Seal
- Chip Seal Areas 1-4

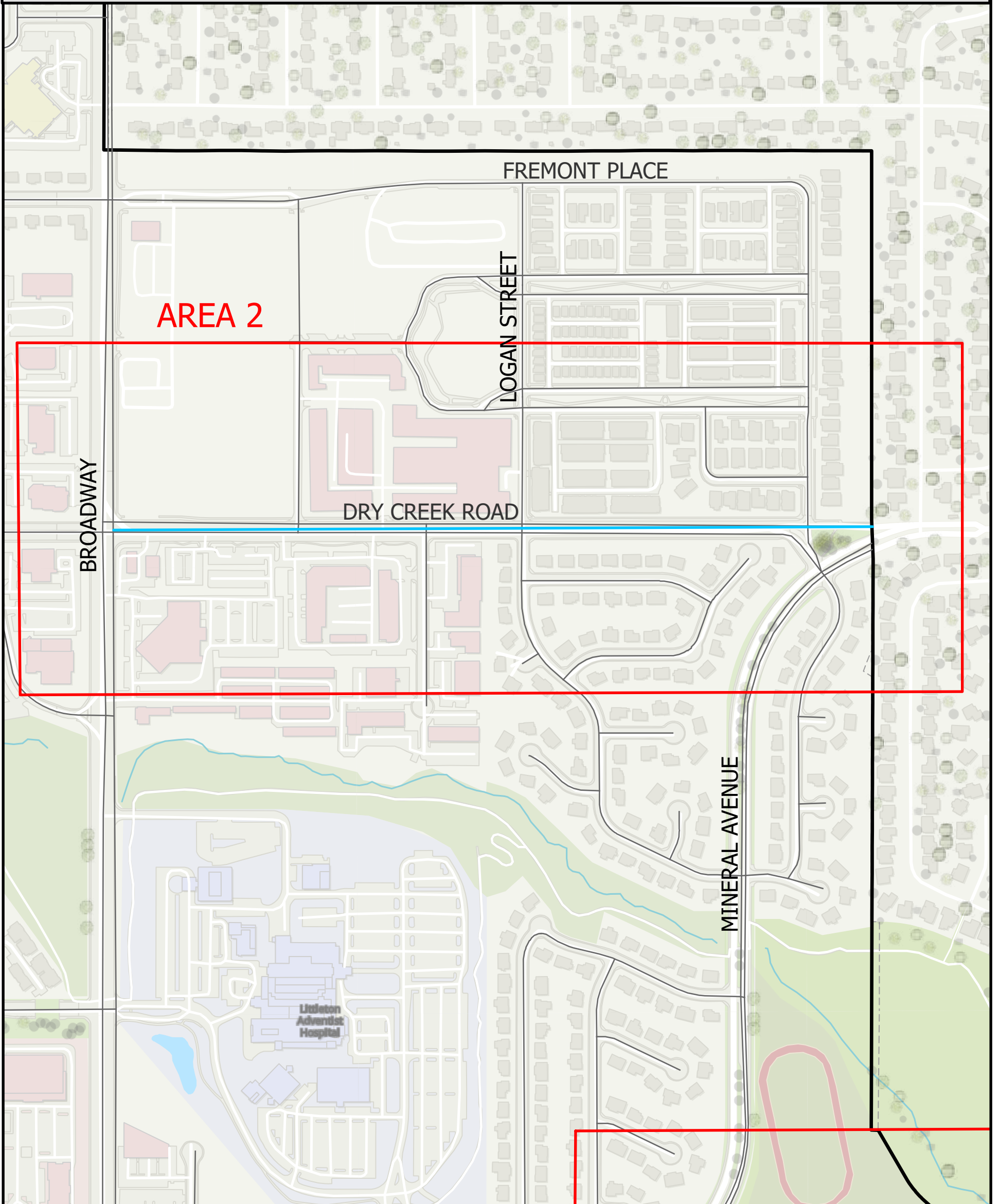
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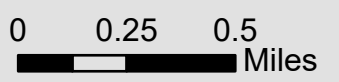


Littleton
Colorado

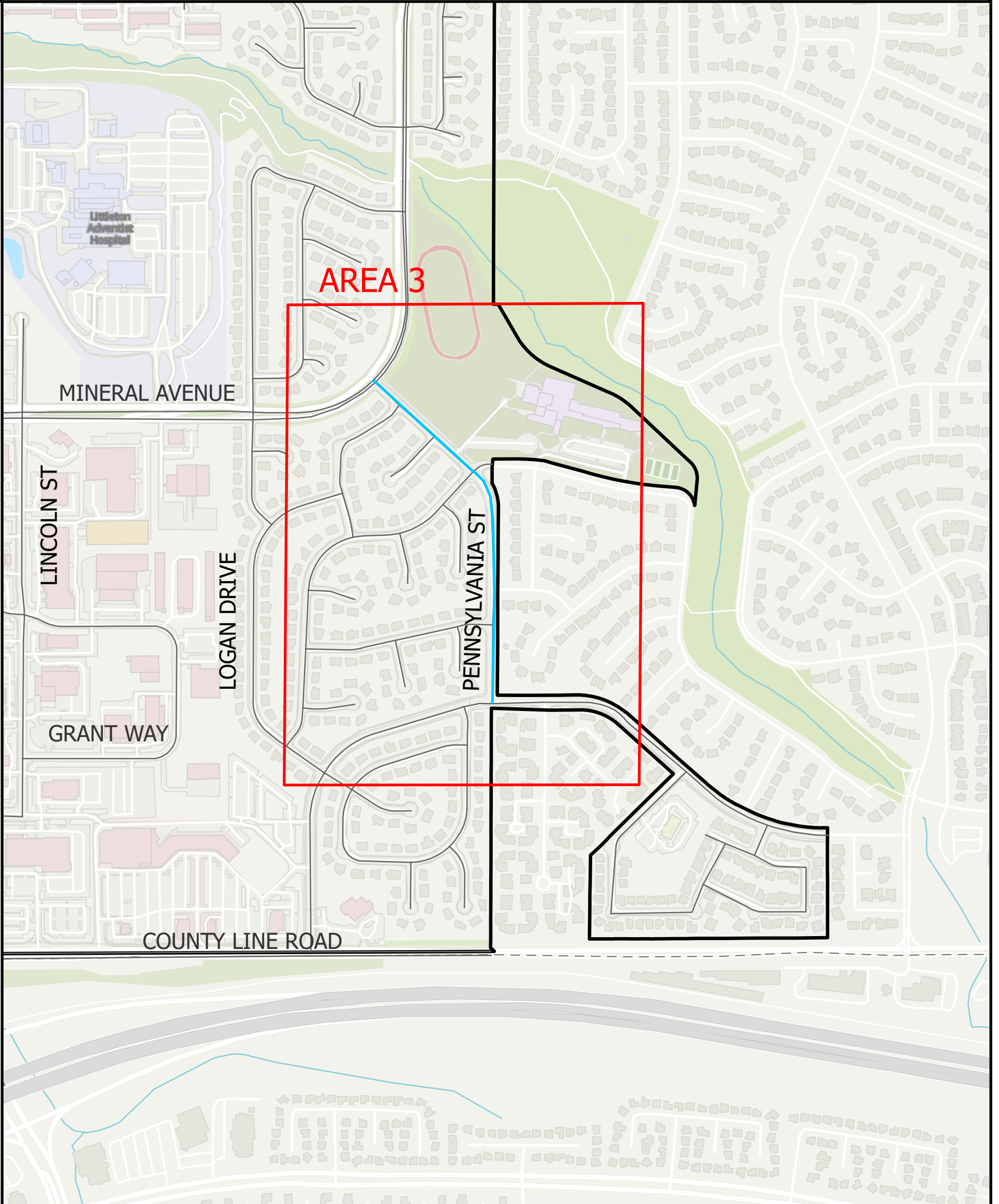
CITY OF LITTLETON PAVEMENT PRESERVATION 2026 CHIP SEAL



- Legend**
- 2026 Chip Seal
 - Chip Seal Areas 1-4





CITY OF LITTLETON PAVEMENT PRESERVATION 2026 CHIP SEAL



Trailmark

Legend

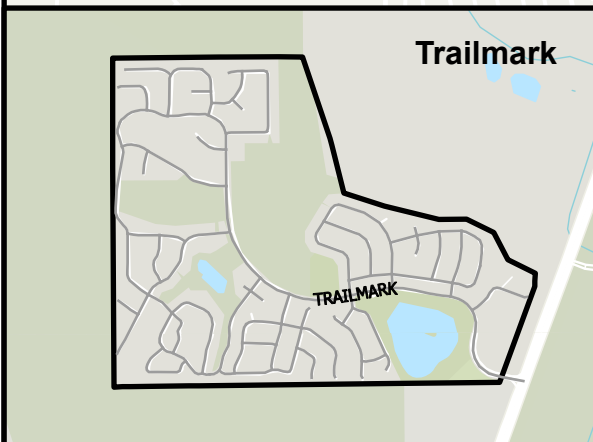
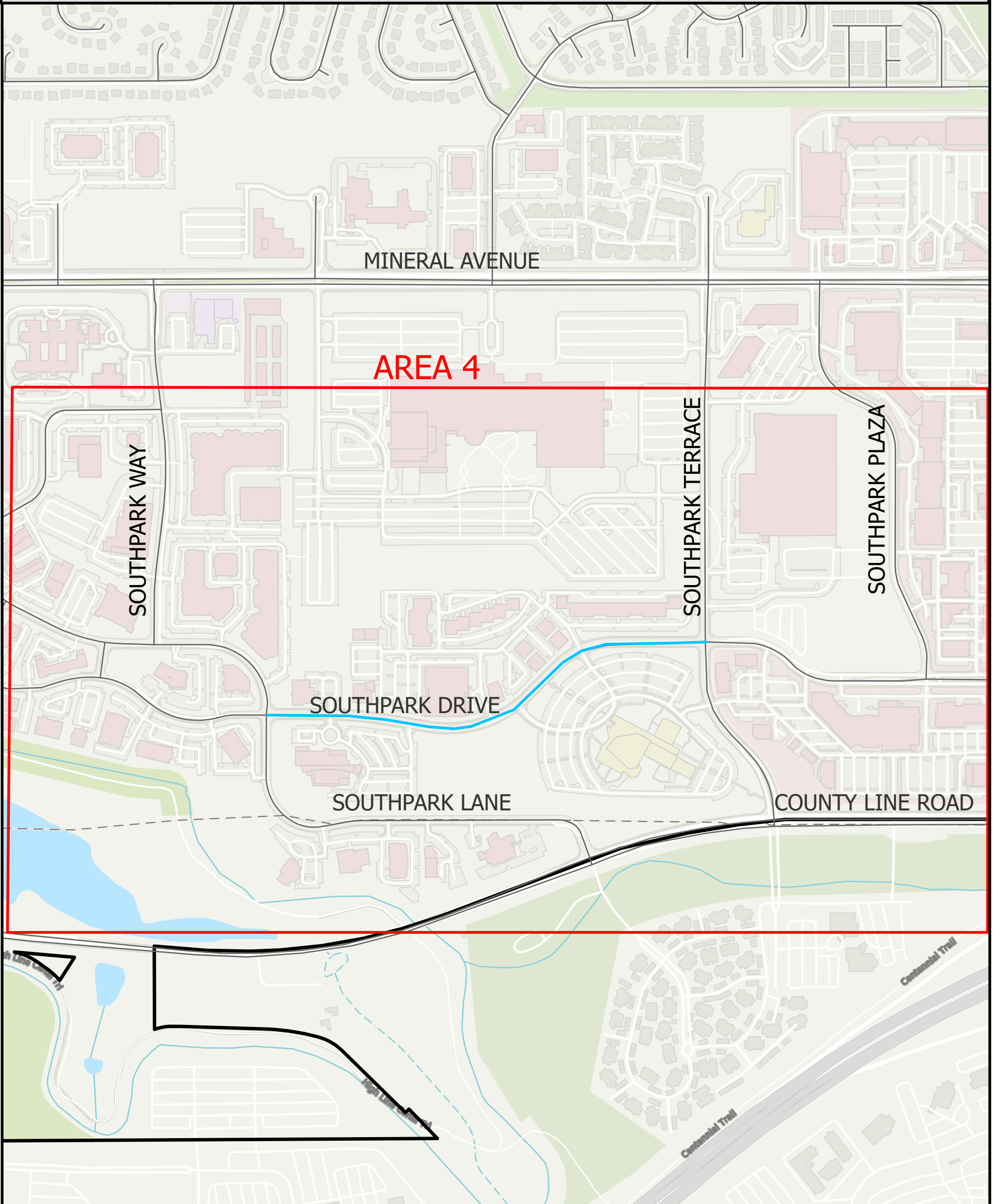
-  2026 Chip Seal
-  Chip Seal Areas 1-4

0 0.25 0.5 Miles

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CITY OF LITTLETON PAVEMENT PRESERVATION 2026 CHIP SEAL



- Legend**
- 2026 Chip Seal
 - Chip Seal Areas 1-4



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Latest Update: 2/26/2026

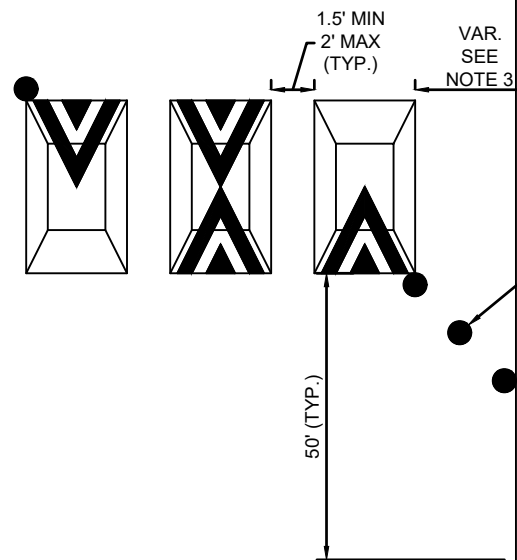


W17-1



W13-1P

WHITE FLEX POST
SEE NOTE 1



VAR.
SEE
NOTE 3

WHITE FLEX POST
SEE NOTE 2



W17-1

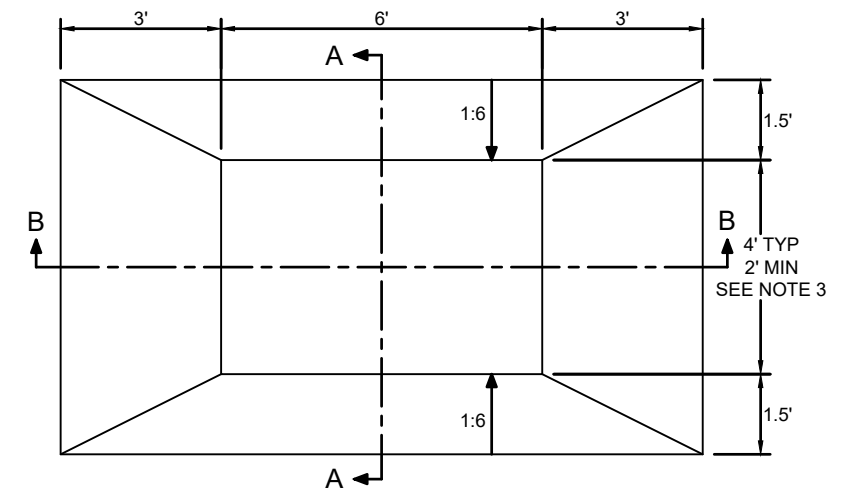


W13-1P
SEE NOTE 4

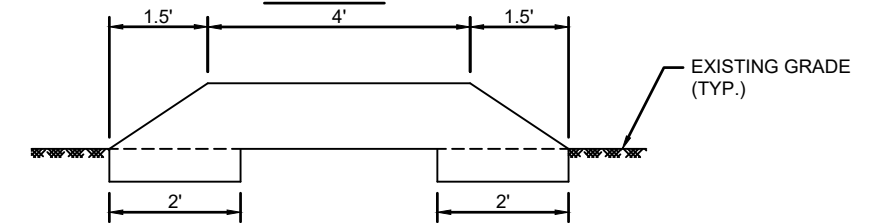
NOTE

- ON CORRIDORS WITH ON-STREET BIKE LANES, FLEX POSTS SHOULD BE PLACED ON THE APPROACH STARTING 50' PRIOR TO SPEED CUSHIONS AT 10' SPACING, AVOIDING DRIVEWAYS, CROSSINGS, AND OTHER ACCESSES.
- ON CORRIDORS WITH ON-STREET PARKING BUT NO ON-STREET BIKE LANES, FLEX POSTS SHOULD BE PLACED IN A WAY TO PREVENT VEHICLES FROM BYPASSING SPEED CUSHIONS, AS APPROVED BY THE CITY ENGINEER, WITH A RECOMMENDED MAXIMUM SPACING OF 5 FEET, EQUALLY SPACED OVER A 2:1 TAPER RATIO.
- ON CORRIDORS WITH ON-STREET BIKE LANES, SPEED CUSHION WIDTH AND SPACING SHALL BE DESIGNED TO NOT EXTEND INTO BIKE LANE. CENTER SPEED CUSHION SHALL MATCH STANDARD TO ALLOW EMERGENCY VEHICLES TO TRAVERSE. OUTSIDE SPEED CUSHIONS MAY NARROW AT TOP TO A MINIMUM WIDTH OF 2 FEET.
- SPEED HUMP SIGN SHOULD BE SUPPLEMENTED WITH ADVISORY SPEED PLAQUE. IF A SERIES OF SPEED CUSHIONS EXISTS IN CLOSE PROXIMITY, ADVISORY SPEED PLAQUE MAY BE ELIMINATED ON ALL BUT THE FIRST SPEED CUSHION IN THE SERIES.

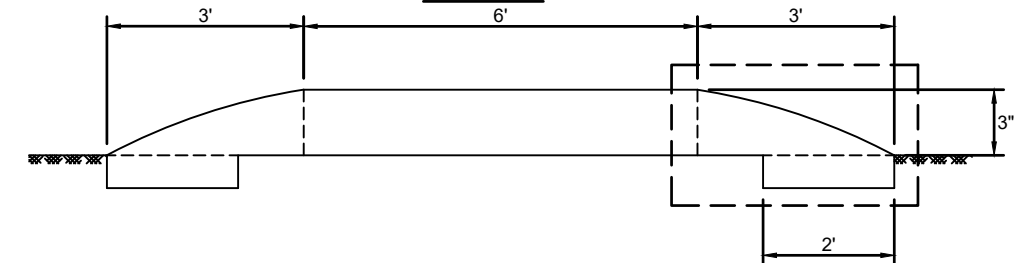
CUSHION PLAN VIEW



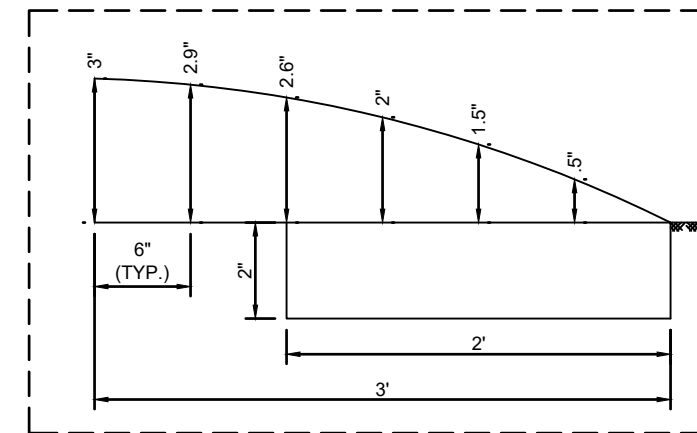
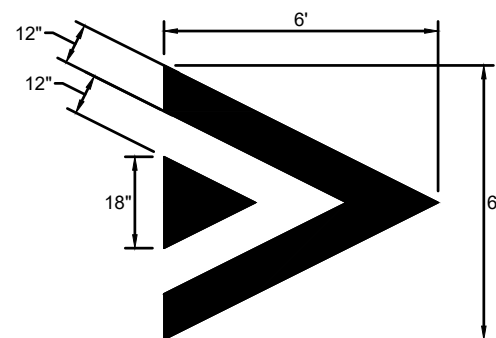
SECTION A-A



SECTION B-B



PAVEMENT MARKING DETAIL



DIMENSIONS IN DETAIL ABOVE ONLY APPLICABLE TO
CONCRETE AND ASPHALT SPEED CUSHIONS

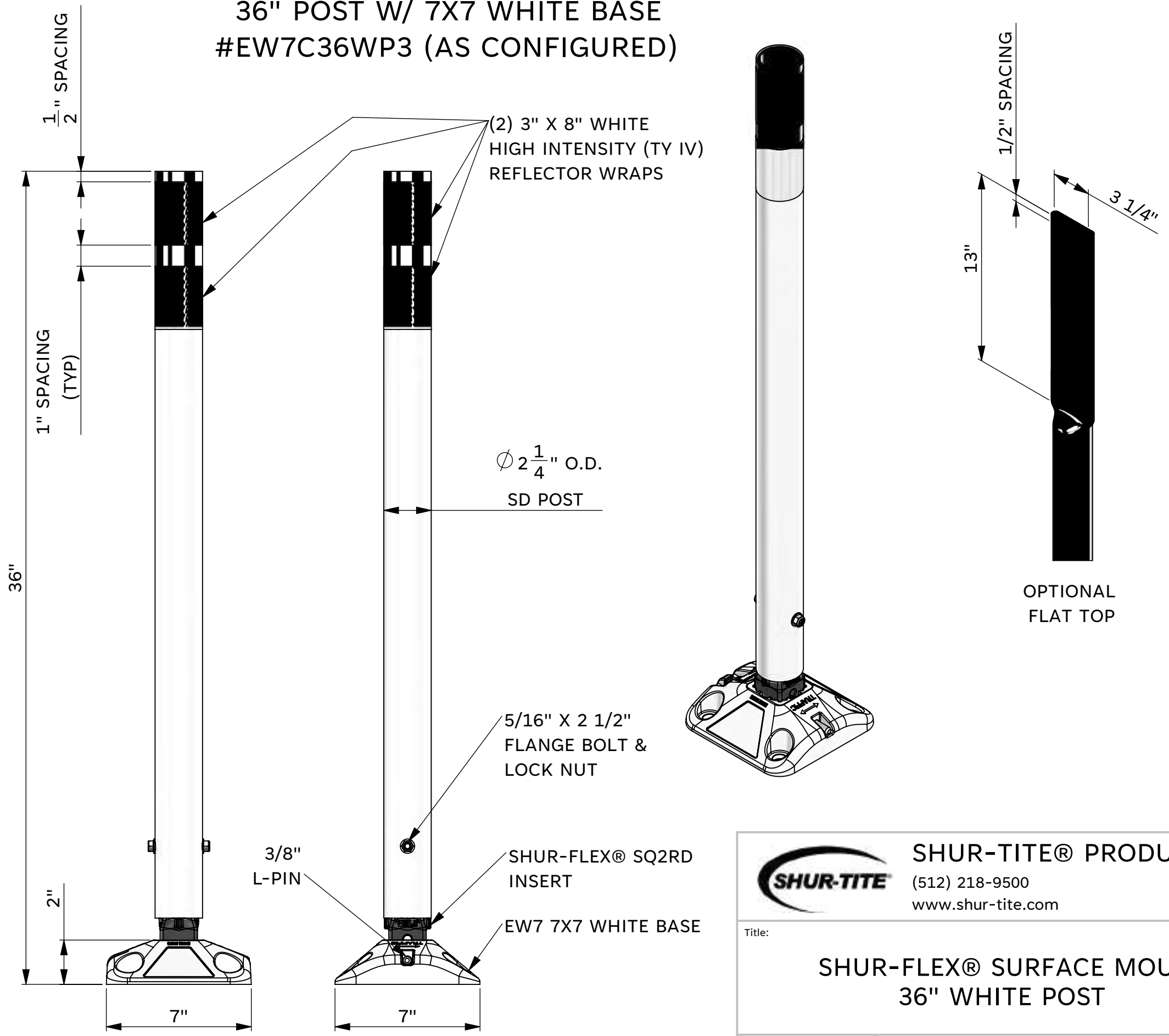
SPEED CUSHION



LITTLETON TRAFFIC CALMING
DESIGN GUIDANCE

SHEET
1

SHUR-FLEX® SURFACE MOUNT WHITE 36" POST W/ 7X7 WHITE BASE #EW7C36WP3 (AS CONFIGURED)



Post Type:	
X	Round Top
	Flat Top

Post Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(B) Black

Base Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(B) Black

Post Height:	
	18"
	24"
	28"
X	36"
	42"
	48"
	54"
	60"

Sheeting Type:	
X	Type III/IV High Intensity
	Type V AR1000
	Type XI Diamond Grade

Sheeting Size:	
	3" X 3"
	3" X 4"
X	3" X 8" (Wraps)
	3" X 9"
	3" X 12"

Sheeting Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(R) Red
	(G) Green
	(B) Blue

SHUR-TITE® PRODUCTS
(512) 218-9500
www.shur-tite.com

Title: **SHUR-FLEX® SURFACE MOUNT
36" WHITE POST**

Date: 09/12/23 Item #: EW7C36WP3



1920 North Weaver
Gainesville, TX 76240



512-218-9500



sales@shur-tite.com
www.shur-tite.com

SHUR-FLEX® SURFACE MOUNT

INSTALLATION INSTRUCTIONS

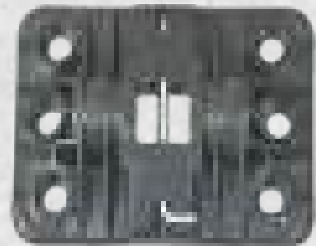
- Use supplied 5/8" green nylon plugs and 1/2" x 3-1/2" hex lag bolts with washers. Using a hammer drill with an industrial 5/8" diameter bit, drill 4 ea - 5/8" diameter holes 3-1/2" deep using the base as your pattern. Blow the holes clean.
- Insert the nylon plugs into the holes so the top of the plugs are flush with the surface of the roadway. Note: the top of the plugs must fit flush with the surface of the roadway.
- Position the base over the holes with plugs in place and screw the 1/2" lag bolts with the washers into the nylon plug and tighten. Use a 3/4" socket to tighten bolts snugly to a (torque rating of min 30 - max 38 ft lbs). An impact wrench is recommended, however "DO NOT OVER TIGHTEN".
- After securing the base, insert the post into the base and secure with the L-Pin.
- When installing the 7" x 10" fixed base, you may use the center mounting holes if the base is being placed on a narrow headwall.



7" x 7" Fixed Base



Fixed Base Anchor Bolts



7" x 10" Fixed Base

ZICLA[®]

Zebra Family[®] Products User Guide and Installation Manual.

**Accessible, inclusive,
friendly streets with a small
environmental footprint.**

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ABOUT THE USER GUIDE AND INSTALLATION MANUAL.

Ever since 2005 ZICLA has been supporting cities in the transformation process they need to undergo to deal with the challenges of the 21st century. Over the years, we have worked to help make city streets more accessible, sustainable, inclusive and friendly. Our products allow cities to improve mobility, traffic and accessibility, always using recycled materials.

It is estimated that, by 2050, 70% of the world's population will live in cities. Our challenge is to help make the streets of these cities accessible, inclusive and friendly with a small environmental footprint.

The Zebra Family® products includes the Zebra® and Zebra® | Zero bike lane separators and the Zebra® | Planter. All of them allow the rapid transformation of city streets through the construction of bike lanes and widening of the sidewalks and narrowing of the streets at intersections. In the case of bike lanes, the Zebra® and Zebra® | Zero bike lane separators protect cyclists and prevents other vehicles from invading them. All the Zebra Family® products are recycled, recyclable, reusable, competitive and resistant to weathering.

Only recycled materials are used in the manufacture of the Zebra Family® products.

- Zebra® and Zebra® | Zero bike lane separators two different recycled materials are used in the manufacture of these bike lane separators:
 - The Zebra® bike lane separators are manufactured with various mixtures of industrial and post-consumer plastic waste, basically PVC from remnants of tarpaulins, hoses, coating of electrical cables, off-standard items, etc.
 - The Zebra® | Zero bike lane separators are manufactured with a material developed entirely from municipal post-consumer waste. This waste comes from the rejection of packaging plants and is made up of all mixed plastic waste whose type separation would be very complex and expensive, and which usually ends up or is deposited in landfills or incinerated.
- Zebra® | Planter:
 - The Zebra® | Planter is made from Linear Low Density Polyethylene (LLDPE) originating from the manufacturing processes of various rotomolded products and consisting mainly of parts that do not pass quality control or that are distorted, contaminated, with errors of weight, color, etc. such as pots, containers, septic tanks, water tanks, furniture, lighting, etc

More information on these materials can be found in the materials section of this Guide.

ZICLA offers this guide and this manual to technicians to show the wide range of configurations that it is possible to build on the streets with the Zebra Family® products.

ABOUT LIABILITY ARISING FROM THE INSTALLATION AND USE OF ZICLA PRODUCTS.

ZICLA shall not be liable for any damage or prejudice arising from the installation or use of its products.

The advice that ZICLA provides to the customer in the form of proposals for solutions, configurations and customizations of the products marketed, will be purely advisory and will be carried out with the sole objective of helping the customer to make his decisions, it is the sole responsibility of the customer to adopt the final solutions, configurations and/or customizations and to ensure that they comply with urban planning regulations, traffic, safety or any other type that is applicable and in force at the time and location in each case, with the customer being solely and exclusively responsible for any damages that may arise from its actions, omission and/or non-compliance with implementing legislation.

ZICLA[®]

Vol. 1 - User Guide.

**Accessible, inclusive,
friendly streets with a small
environmental footprint.**

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Zebra® | Planter

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Zebra® Zero	22
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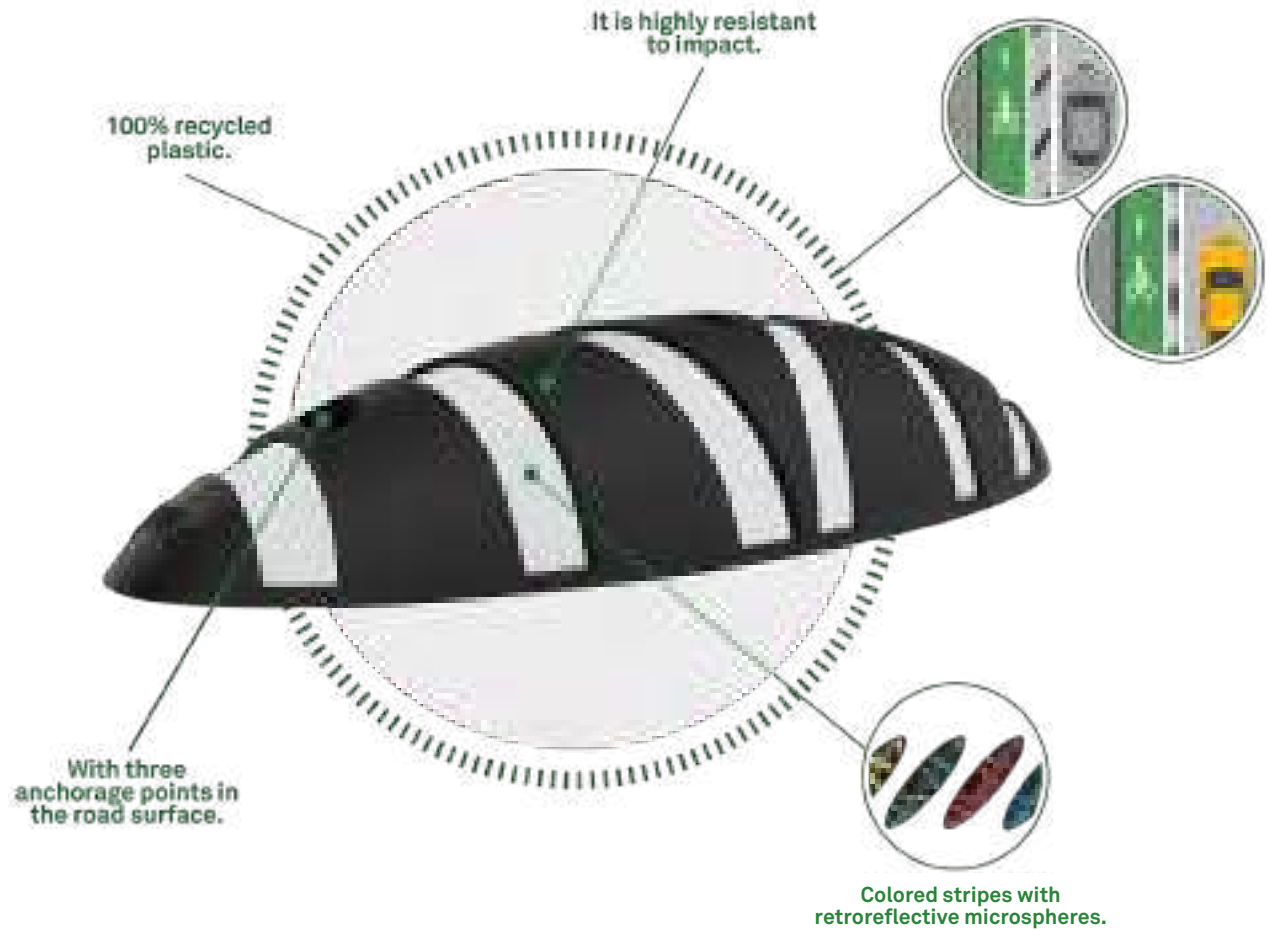
Zebra Family® Cycle Lane Separators.

The products of the Zebra Family® have been designed to improve the safety of citizens in the streets of cities and, especially, of users of bike paths.

- ① They can be adapted to any kind of road surface.
- ② They are highly visible thanks to the fact that almost 40% of their surface is retroreflective.
- ③ They are made with recycled plastic, so their environmental impact is minimal. They are ecodesigned products.
- ④ They are highly resistant to impact and bad weather and they have various anchorage points in the road surface.
- ⑤ They are competitive because they make it possible to carry out a project with minimal intervention on the public roads.



Zebra®.

Zebra® cycle lane separators are available in three sizes: **Zebra® 13, Zebra® 9 and Zebra® 5.**



Zebra® 13





 18 lb 12 oz
 19 lb 13 oz of CO₂ equiv/u



Zebra® 9





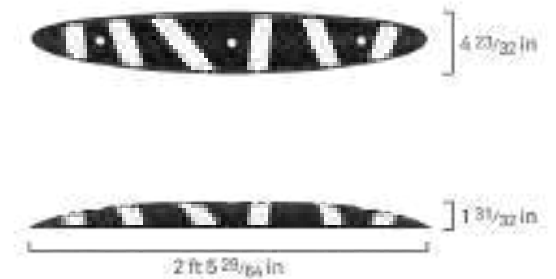
 9 lb 15 oz
 12 lb 9 oz of CO₂ equiv/u



Zebra® 5



 4 lb 3 oz
 7 lb 2 oz of CO₂ equiv/u



Zebra® | Zero.

Zebra® | Zero separators are available in two sizes **Zebra® 13 | Zero** and **Zebra® 9 | Zero**.





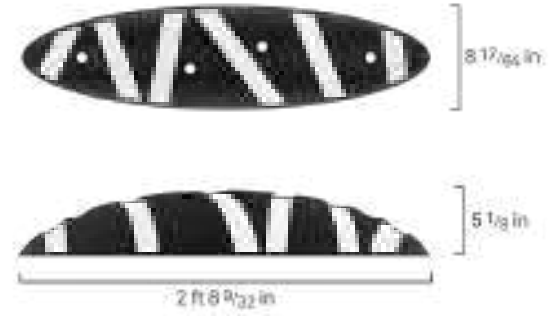
The Emblem of Guarantee
of Environmental Quality



Zebra® 13 | Zero





 13 lb 7 oz
 11 lb 10 oz of CO₂ equiv/u



Zebra® 9 | Zero



 7 lb 8 oz
 8 lb 6 oz of CO₂ equiv/u

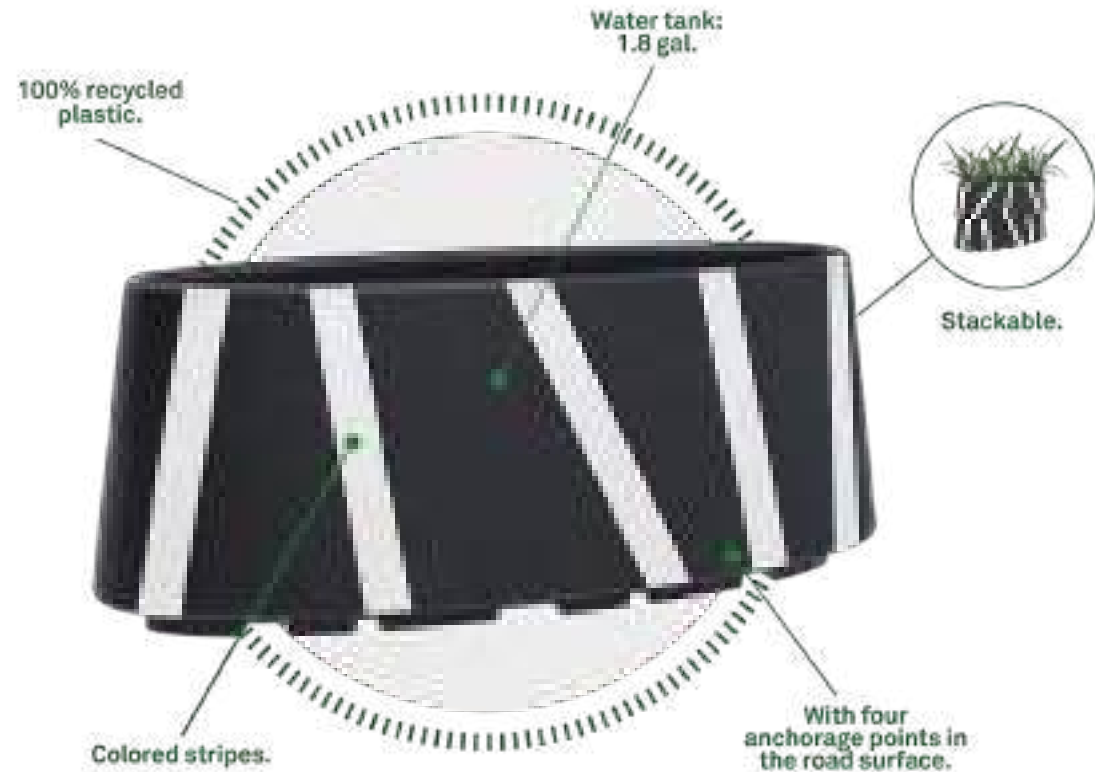


Zebra® | Planter.

The Zebra® | Planter cycle lane separator is a stackable element.

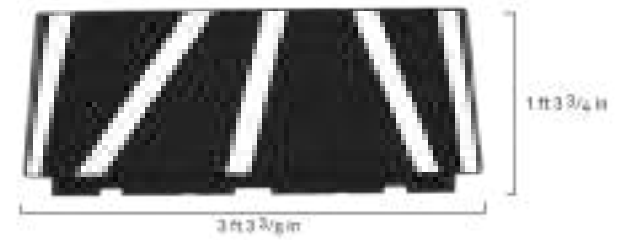
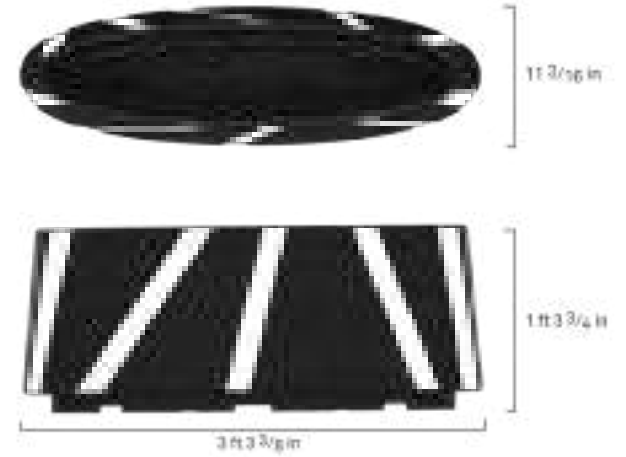


The Emblem of Guarantee of Environmental Quality

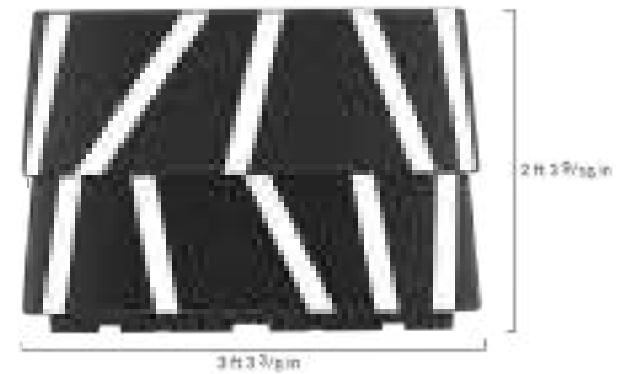




17 lb 10 oz
20 lb 16 oz of CO₂ equiv/u



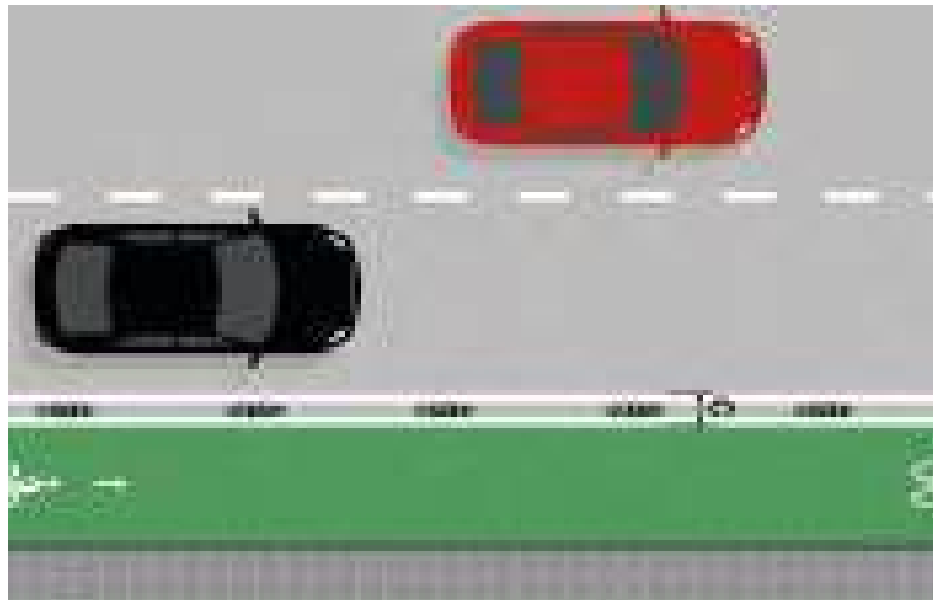
35 lb 4 oz
41 lb 16 oz of CO₂ equiv/u



Zebra® & Zebra® | Zero configurations: position.

PARALLEL POSITION

The parallel position is ideal for the occasions on which the available buffer space is limited.



PARALLEL POSITION

OBLIQUE POSITION

The oblique position is ideal for occasions on which the buffer space needs to be wider. The wider the buffer space, the safer the bike lane.

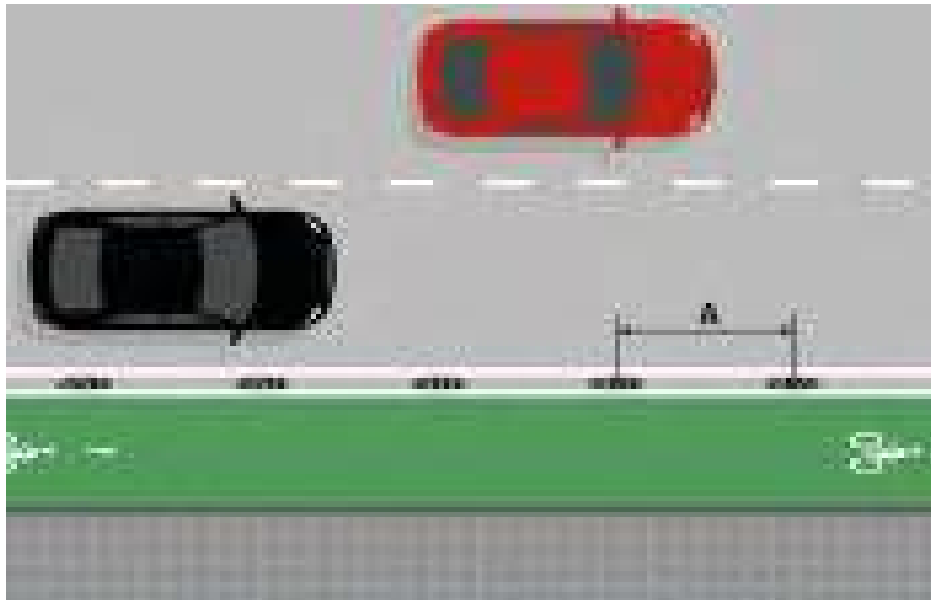


OBLIQUE POSITION

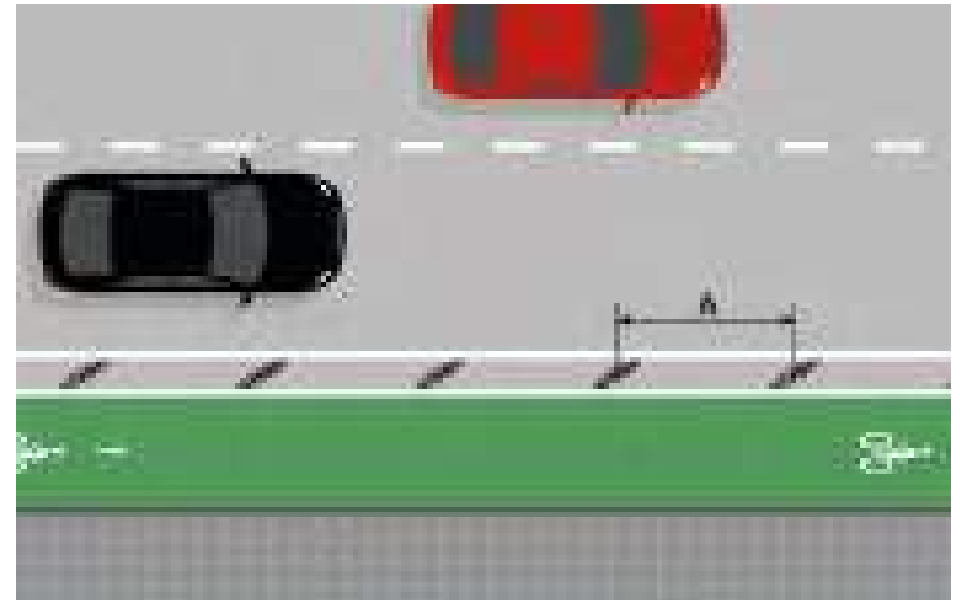
Zebra® & Zebra® | Zero configurations: spacing.

MAXIMUM SPACING BETWEEN CENTERS

It is recommended that the spacing between the Zebra Family® bike lane separators does not exceed **8ft 6 23/64 in (A)**. The shorter the distance between separators, the more difficult it will be for motor vehicles to invade the bike lane and the safer it will be for cyclists.



PARALLEL POSITION

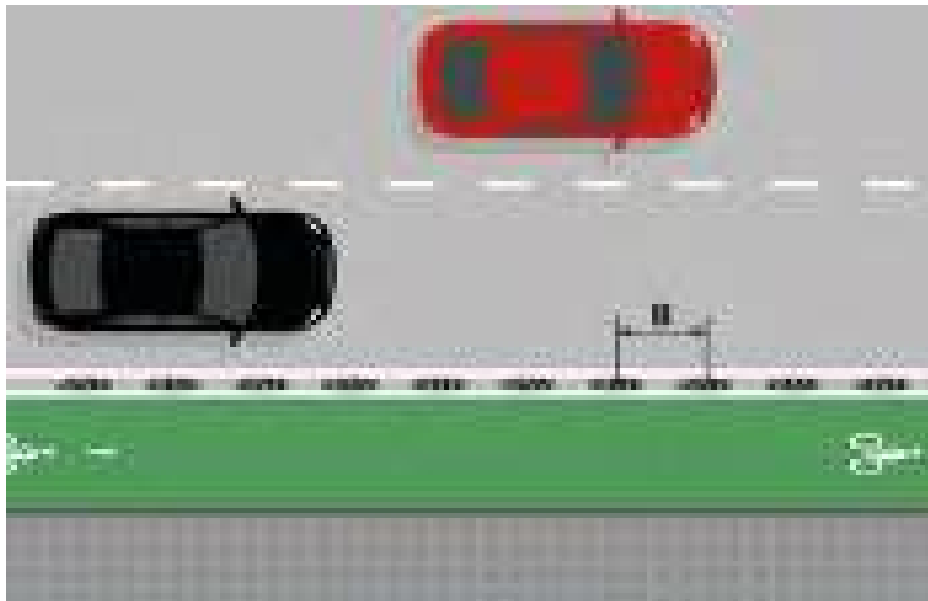


OBLIQUE POSITION

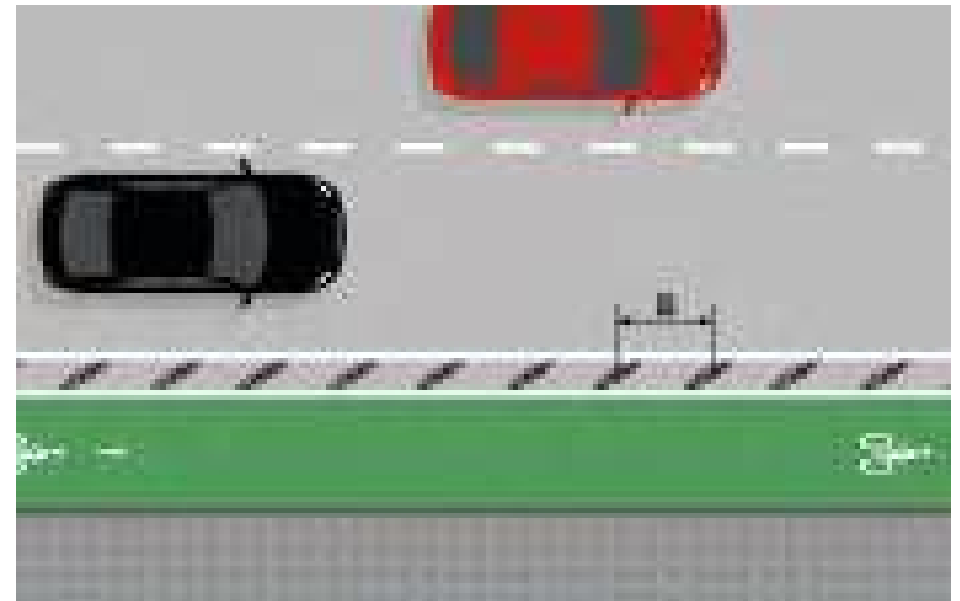
Zebra® & Zebra® | Zero configurations: spacing.

MINIMUM SPACING BETWEEN CENTERS

It is recommended to minimize the distance between the Zebra Family® bike lane separators at **4ft 3 3/16 in (B)** in heavily trafficked areas and near intersections. The smaller the distance between separators, the more difficult it is for motor vehicles to invade the bike lane. This measure increases the safety of the bike lane in areas near intersections or where there is a flow of heavy traffic.



PARALLEL POSITION



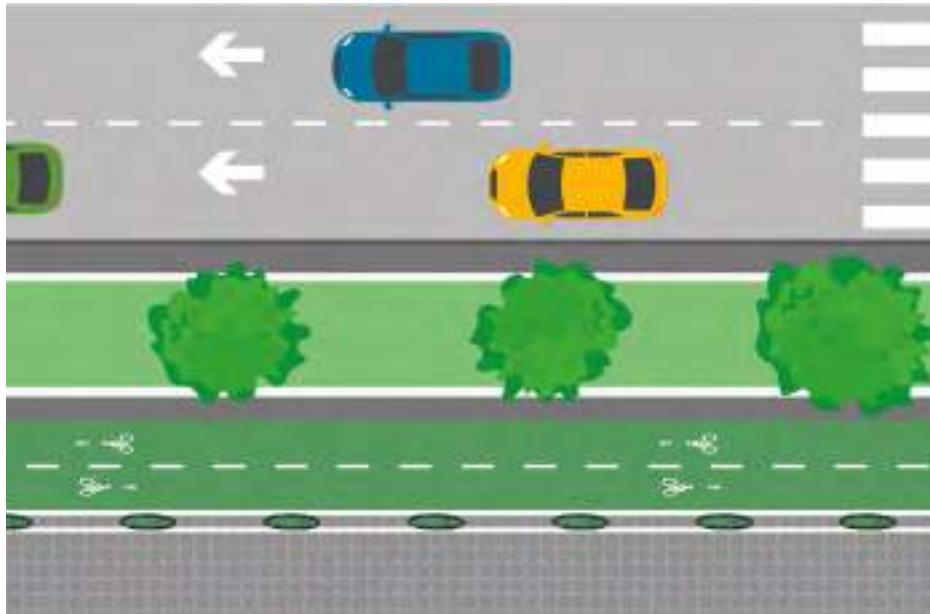
OBLIQUE POSITION

Zebra® | Planter configurations.

PEDESTRIAN AREA.

In some occasions, the bike lane is located at a pedestrian area, in which it is essential to give priority to pedestrians.

The Zebra® | Planter can be used to delineate the space reserved for the flow of bicycles, without interfering with pedestrians. It is an optimal solution for separating at same level bike lanes and pedestrian pathways.



BIKE LANE.

When the bike lane is located on the road, it is normally segregated from traffic with different types of separating elements.

The Zebra® | Planter can be used to segregate the bike lane and separate it from the driveway lanes intended for motor vehicles.



WIDENING OF THE SIDEWALKS AND NARROWING OF THE STREETS AT INTERSECTIONS.

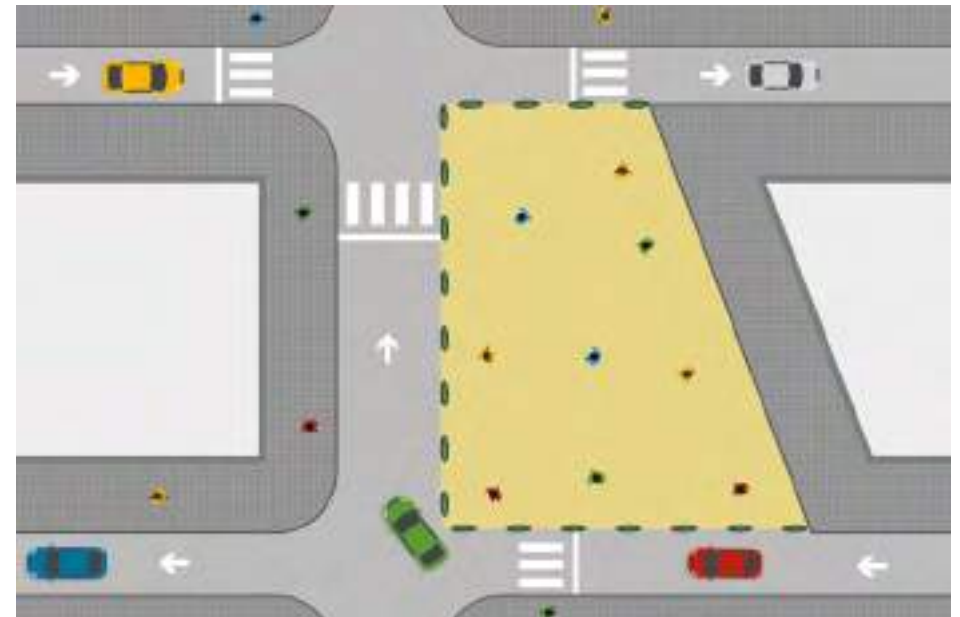
The Zebra® | Planter can be used to expand sidewalks at intersections quickly and cheaply. These extensions offer several advantages for pedestrians:

- They facilitate the crossing thanks to the decrease of the width of the road.
- They prevent parking at the corners.
- They reduce the speed of traffic by narrowing the street and reducing the turning radius.



DELIMITATION OF PEDESTRIAN ZONES.

The underused areas of the roads can be transformed into pedestrian zones if they are signaled and are correctly and safely delimited. The Zebra® | Planter allows to delimit these areas clearly, quickly and economically.



Zebra Family® properties.

🌙 NIGHTTIME VISIBILITY.

Zebra Family® cycle lane separators are highly visible thanks to the fact that almost 40% of their surface is retroreflective.



☀️ DAYTIME VISIBILITY: COLOR.

White is the standard color of the stripes of Zebra®, Zebra® | Zero and Zebra® | Planter.

Zebra® 13

Available colors



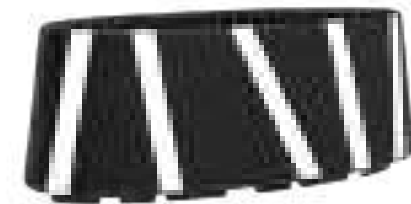
Zebra® 13 | Zero

Available colors



Zebra® | Planter

Available colors



 Zebra® STRIP COLOR CUSTOMIZATION.

The stripes of the Zebra® bike lane separators are also available in a variety of colors:



RAL 1003



RAL 6018



RAL 3020



RAL 5017



Zebra® | ZERO STRIP COLOR CUSTOMIZATION.

The stripes of the Zebra® | Zero bike lane separator are also available in a variety of colors:



RAL 1003




RAL 6018



RAL 3020



RAL 5017

 Zebra® | PLANTER STRIP COLOR CUSTOMIZATION.

The stripes of the Zebra® |Planter are also available in a variety of colours:



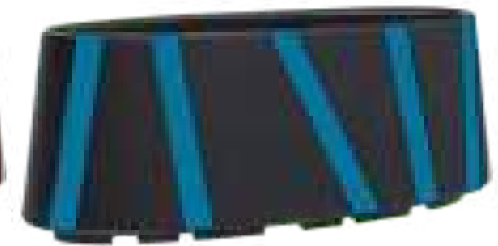
RAL 1003



RAL 6018



RAL 3020



RAL 5017



MATERIALS.

Zebra® bike lane separator.

The Zebra® bike lane separator is manufactured with various mixtures of plastic waste of industrial and post-consumer origin, basically PVC from remnants of tarpaulins, hoses, coating of electrical cables, materials out of the norm, etc. Thanks to this, the Zebra® bike lane separator has the **Emblem of Guaranty of Environmental Quality** which is an eco-label that recognizes products and services that exceed certain environmental quality requirements beyond those established as mandatory by the current regulations.

Material properties	Unit	Regulation	Value
Hardness	ShD	ASTM D2240	41
Tensile strength	MPa	ASTM D638	10.2
Elongation at break	%	ASTM D638	101
Tear resistance	kN/m	ASTM D624	27.2
Taber abrasion loss	mg/1.000 cycles	ASTM D4060	262
Lightfastness		ASTM G154	Excellent
Resistance to acids		ASTM D471	Excellent
Resistance to bases		ASTM D471	Excellent
Reaction to fire		UL94	V-0
Density	g/cm ³	ASTM D792	1.25



MATERIALS.

Zebra® | Zero bike lane separator.

The Zebra® | Zero bike lane separator is manufactured from a material developed entirely from post-consumer waste of municipal origin. This waste comes from municipal waste treatment plants and is made up of all mixed plastic waste whose type separation would be very complex and expensive, and which usually is landfilled or incinerated. This material has the Blue Angel, a German eco-label that recognizes environmentally friendly products and services.

Material properties	Unit	Regulation	Value
Hardness	ShD	ASTM D2240	55
Tensile strength	MPa	ASTM D638	8
Elongation at break	%	ASTM D638	10.3
Tear resistance	kN/m	ASTM D624	7.9
Taber abrasion loss	mg/1.000 cycles	ASTM D4060	79
Lightfastness		ASTM G154	Excellent
Resistance to acids		ASTM D471	Excellent
Resistance to bases		ASTM D471	Excellent
Reaction to fire		UL94	E
Density	g/cm ³	ASTM D792	0.996



MATERIALS.

Zebra® | Planter

The Zebra® | Planter is made from **Linear Low Density PolyEthylene (LLDPE)** originating from the manufacturing processes of various rotomolded products and consisting mainly of parts that do not pass quality control or that are distorted, contaminated, with errors of weight, colour, etc. such as pots, containers, septic tanks, water tanks, furniture, lighting, etc. Zebra® | Planter has the Emblem of Guaranty of Environmental Quality which is an eco-label that recognizes products and services that exceed certain environmental quality requirements beyond those established as mandatory by the current regulations.

Material properties	Unit	Regulation	Value
Hardness	Shore D	ISO 868/A	53
Tensile strength at break	MPa	ISO 527	16
Flexural modulus	MPa	ISO 178	600
Elongation at break	%	ISO 527	> 700
Density	g/cm ³	ISO 1183	0,935

ZICLA[®]

Vol. 2 - Installation Manual.

Accessible, inclusive,
friendly streets with a small
environmental footprint.

Index Vol. 2

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ANCHORING Zebra Family® PRODUCTS.

The choice of the anchor type and its correct installation are both essential to achieve optimal performance of the Zebra Family® products. If Zebra Family® products are not installed correctly, their service life could be reduced.

In order to choose the most suitable type of anchorage for the Zebra Family® products, it is necessary to bear in mind that these products must be able to withstand shock and friction loads generated by the wheels of the vehicles. As these products are anchored to the road surface, all impact or friction loads are transmitted to the road surface via the installed anchorages, so it is vital that both the anchors and the pavement of the road can withstand these loads. In addition, the type and condition of the pavement of the street and the degree of cracking should be taken into account when choosing the type and dimensions of the anchors.

The following sections describe the types of anchors that can be used for the installation of the Zebra Family® products, and their most important characteristics.

Chemical anchors.

Chemical anchors work well on both bituminous and concrete pavement. For this reason, it is recommended to use this type of anchorage when you are not sure about the type of existing pavement or its condition at the installation site.

The chemical anchor consists of a threaded rod of $1\frac{5}{32}$ in and a $1\frac{5}{32}$ in hexagonal nut, and is installed using epoxy, polyester or styrene-free resins (The use of a resin without styrene is suggested because styrene emits a strong odor and can be toxic if inhaled deeply). These types of resin have demonstrated good performance in all climatic conditions and all types of pavement.

When using chemical anchor, attention should be paid to the following two aspects:

- Both the rods and the holes where they are to be inserted should be clean and dust-free.
- The curing time of the resin varies according to weather conditions. The instruction manual of the resin manufacturer should provide information on this point and it is recommended to always consult the manufacturer's safety data sheet before its use.

The chemical anchors must:

- Be zinc galvanized steel of grade 5,8 or higher (with a minimum coating of $5\ \mu\text{m}$).
- Have a minimum length of $5\frac{29}{32}$ in, with $1\frac{31}{32}$ in inside the separator and the remaining $3\frac{15}{16}$ in below the surface of the road surface. For concrete roadways, the anchorage can be shorter, but never shorter than $3\frac{1}{32}$ in.
- Be $1\frac{5}{32}$ in diameter to withstand the impact of the wheel of an average vehicle. However, if the road has a heavy traffic of heavy vehicles, or if the rate of accidents in the streets of the city is high, it is recommended to increase the diameter of the rod to $3\frac{5}{64}$ in or even to $\frac{5}{8}$ in.

This is possible since the Zebra Family® can accommodate anchors of different diameters.

Mechanical anchors.

Galvanized steel mechanical wedge anchors perform very well when they are used in concrete pavement. They can also be installed very quickly. However, mechanical anchors are not recommended for bituminous pavements as this type of pavement deforms more easily with changes in temperature, which may lead to a loss of friction on the external surface of the anchors and a consequent loss of efficiency in their behavior.

The mechanical anchorages must:


















- Be $1\frac{5}{32}$ in diameter to withstand the impact of the wheel of an average vehicle. However, if the road has a heavy traffic of heavy vehicles, or if the rate of accidents in the streets of the city is high, it is recommended to increase the diameter to $\frac{35}{64}$ in or even to $\frac{5}{8}$ in. This is possible since Zebra Family® separator can accommodate anchors of different diameters.
- Have a minimum length of $5\frac{29}{32}$ in, with $1\frac{31}{32}$ in inside the Zebra Family® separator and the remaining $3\frac{15}{16}$ in below the pavement surface of the street. If the street surface is not in good condition it is advisable to use longer anchors.

Reversible anchors.

The use of reversible anchorages is recommended in cases where the installation of the Zebra Family® separator is assumed to be temporary. These modules can be installed and uninstalled quickly and easily with minimal intervention on the street. The use of reversible anchors allows the impact on the street to be minimal, so when the Zebra Family® separator are uninstalled, the street quickly recovers to its original use.

Comparative table of anchors of the Zebra Family® separator.

The following table summarizes the most suitable types of anchor for the different types of flooring.

	CHEMICAL ANCHOR		MECHANICAL ANCHOR	
	Anchor Rod	Internally Threaded Insert	Screw Anchor	Wedge Anchor
<p> Pavements no Bituminous</p> <p> Pavements Bituminous</p>	<p>Rod: HAS-U 5.8 15/32" x 6'19/64"</p>  <p>Resin: HIT HY -10</p> 	<p>Hexagon bolt : 25/64" x 2' 11/64"</p>  <p>Threaded insert: HIS-N 25/64" x 4' 21/64"</p>  <p>Resin: HIT HY-10</p> 	<p>Screw: HUS-HR 25/64" x 5' 1/8"</p> 	<p>Kwik bolt: HSV 15/32" x 5' 29/32"</p> 
Permanent long duration	 			
Long-lasting reversible		 		
Reversible short duration				

Tools and materials required to install Zebra® products.



1. 15/32 IN. DIAMETER DRILL.



2. AIR COMPRESSOR TO REMOVE THE DUST THAT OCCUPIES THE HOLES AND A VACUUM TO AVOID THE DISPERSION OF THE DUST.



3. RESIN DISPENSER GUN.



4. SOCKET WRENCH FOR NUTS.



4. CIRCULAR SAW FOR CUTTING XCOMPONENTS WHEN NECESSARY.

Installation process of the Zebra® | Zero. Mechanical anchors.



Figure 1 - Place the modules and mark the holes.

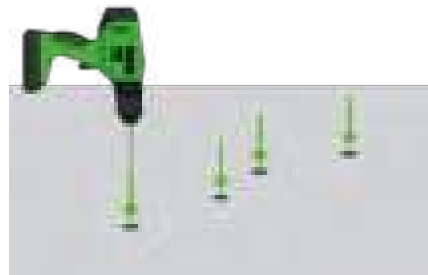


Figura 2 - Drill the holes.



Figure 3 - Blow away and vacuum the dust.

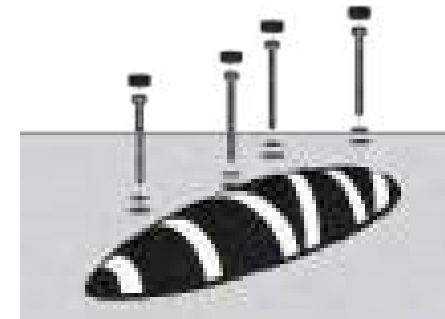


Figure 4 - Install the anchors and tighten the nuts with the socket wrench.

Installation process of the Zebra® | Zero. Chemical anchors.



Figure 1 - Place the modules and mark the holes.



Figura 2 - Drill the holes.



Figure 3 - Blow away and vacuum the dust.

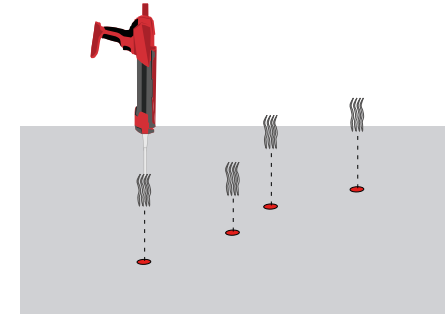


Figure 4 - Inject the resin.

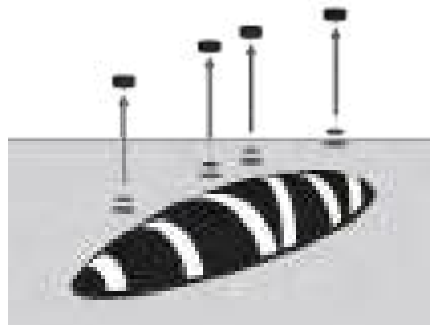


Figure 5 - Install the anchors. To ensure that the threaded rod is correctly anchored, it should be rotated while being inserted into the hole (full of resin) so that is covered completely with resin. Once the resin is dry, tighten the nuts with the socket wrench.

Installation process of an individual Zebra® | Planter. Chemical anchors.

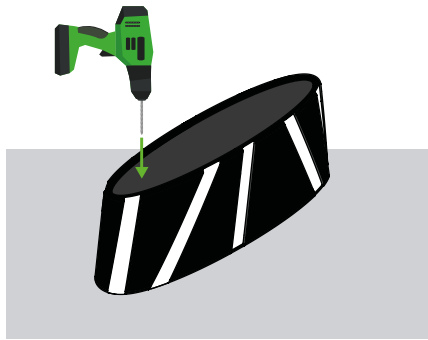


Figure 1 - Place the planter and mark the holes.

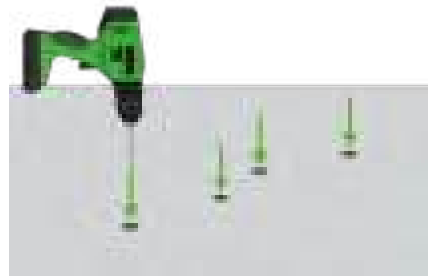


Figura 2 - Drill the holes.

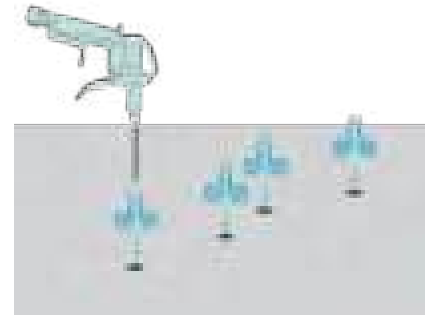


Figure 3 - Blow away and vacuum the dust.

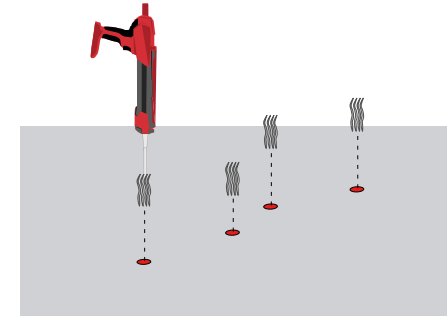


Figure 4 - Inject the resin.

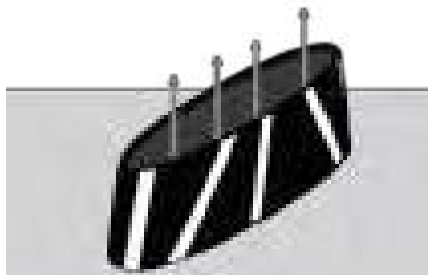


Figure 5 - Install the anchors. To ensure that the threaded rod is correctly anchored, it should be rotated while being inserted into the hole (full of resin) so that it is covered completely with resin. Once the resin is dry, tighten the nuts with the socket wrench.

Installation process of a double Zebra® | Planter. Chemical anchors.



Figure 1 - Place a planter and mark the holes.

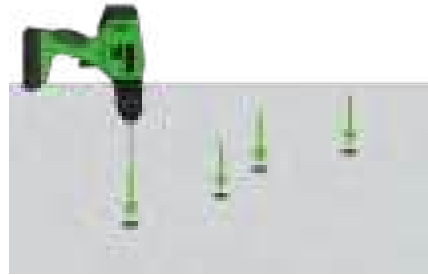


Figure 2 - Drill the holes.

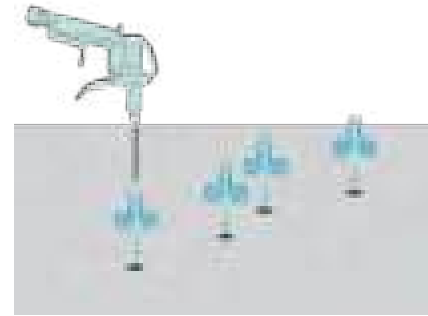


Figure 3 - Blow away and vacuum the dust.

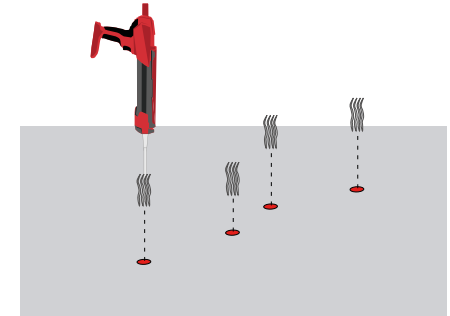


Figure 4 - Inject the resin.

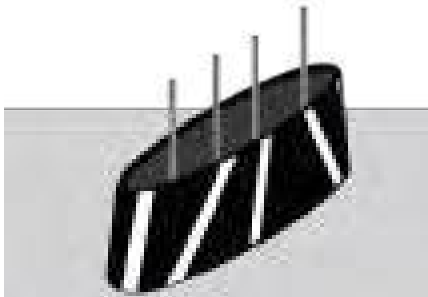


Figure 5 - Install the anchors. To ensure that the threaded rod is correctly anchored, it should be rotated while being inserted into the hole (full of resin) so that it is covered completely with resin. Once the resin is dry, tighten the first nuts with the socket wrench.



Figure 6 - Fill in with concrete, gravel, soil or other heavy material.



Figure 7 - Place on top the second planter. Tighten the last nuts with the socket wrench.

Removal and re-installation of the Zebra Family® separator.

Sometimes it may be necessary to temporarily remove the Zebra Family® products. Some of the most common reasons are:

- Celebration of special events in the streets of the city.
- Repainting of the horizontal street signs.
- Street surface repair: If you want to repave the road without removing the Zebra Family® products, they must be covered to protect the retro-reflective paint. If street repair work involves milling the entire surface of the street, it is advisable to remove the anchors to avoid damage to the milling equipment.

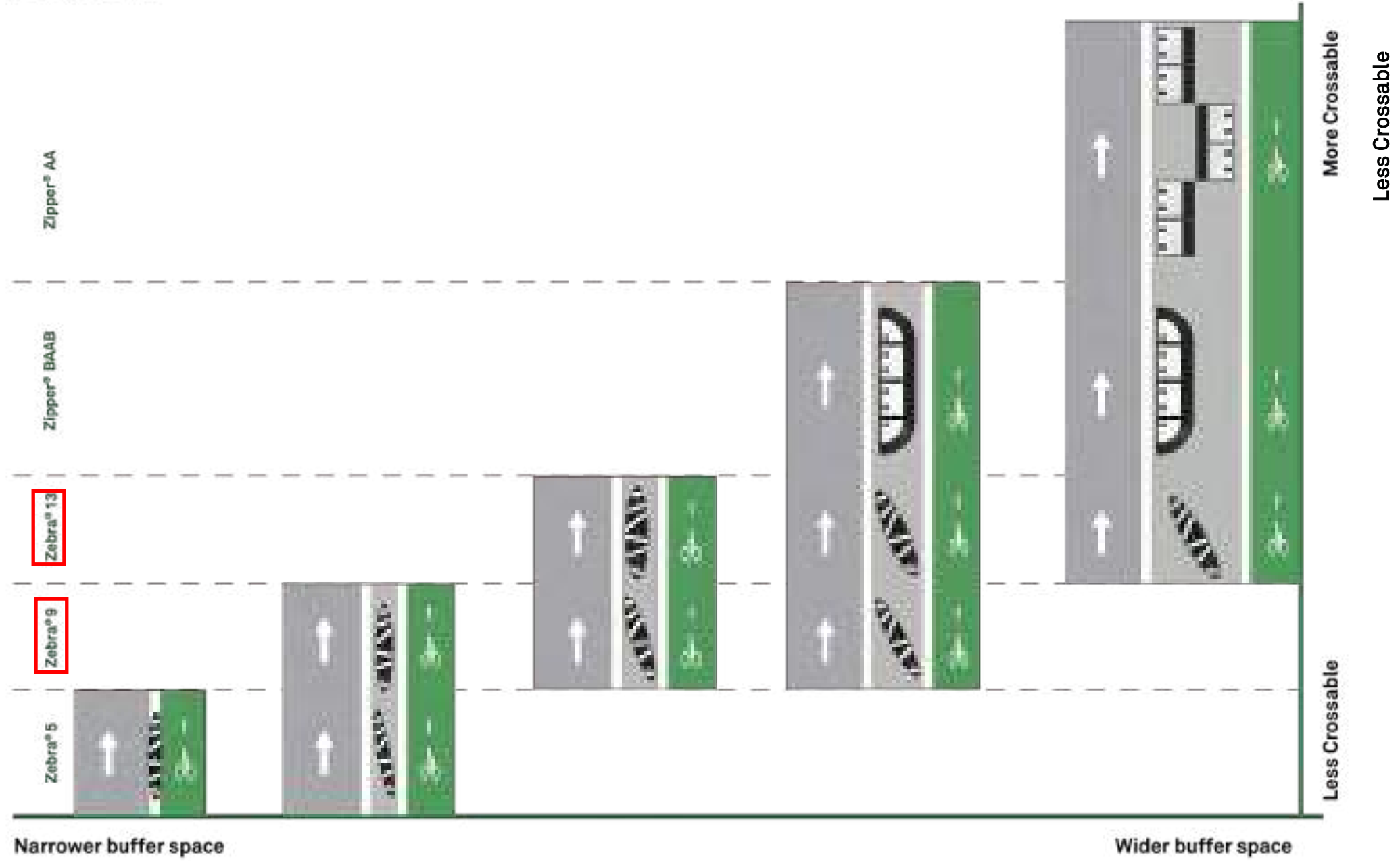
The removal of the Zebra Family® products requires the same precautions as its installation, in terms of pre-signaling to prevent and protect users from the street from which works are being carried out. Warning signs should be directed both at motorized traffic on the road and at bike lane users.

ZICLA®

Annex 1 - Decision Factors.

Accessible, inclusive,
friendly streets with a small
environmental footprint.

ZICLA[®]



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Annex 2 - Utilization of Chemical Anchors .

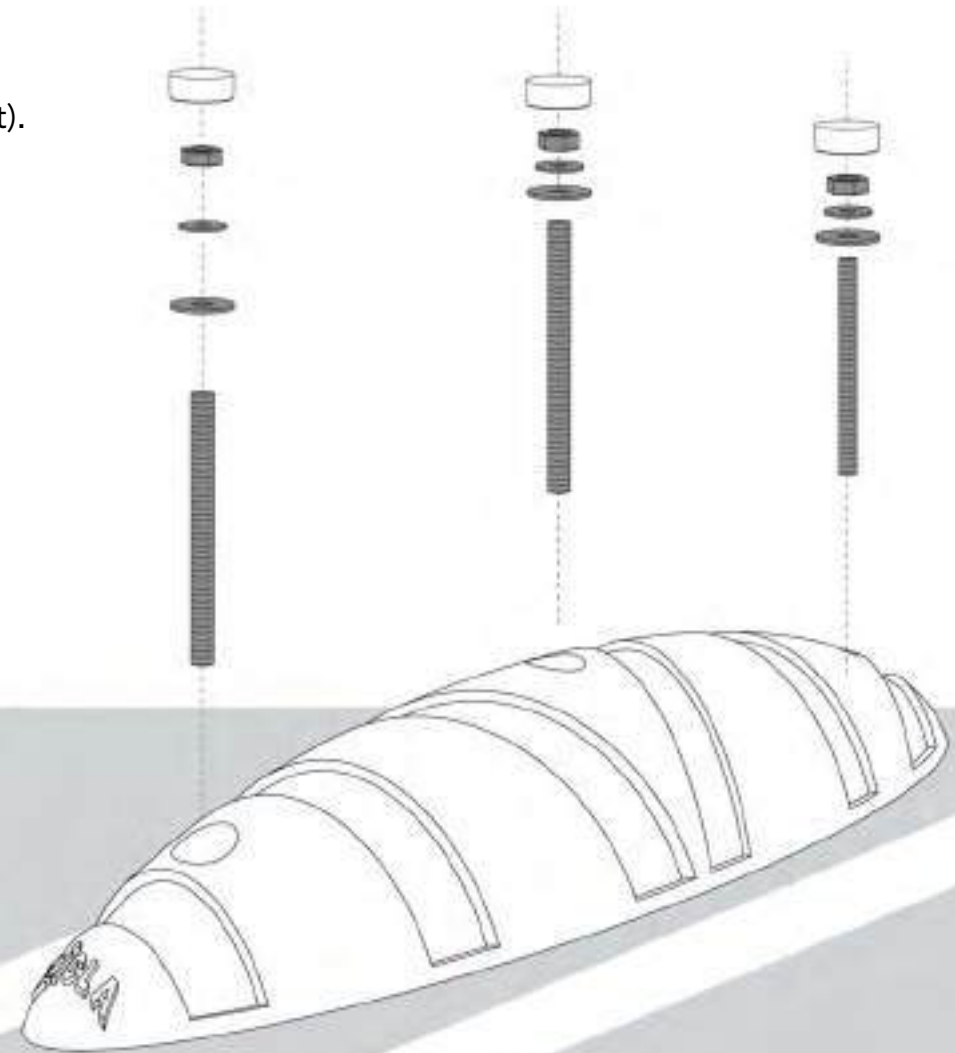
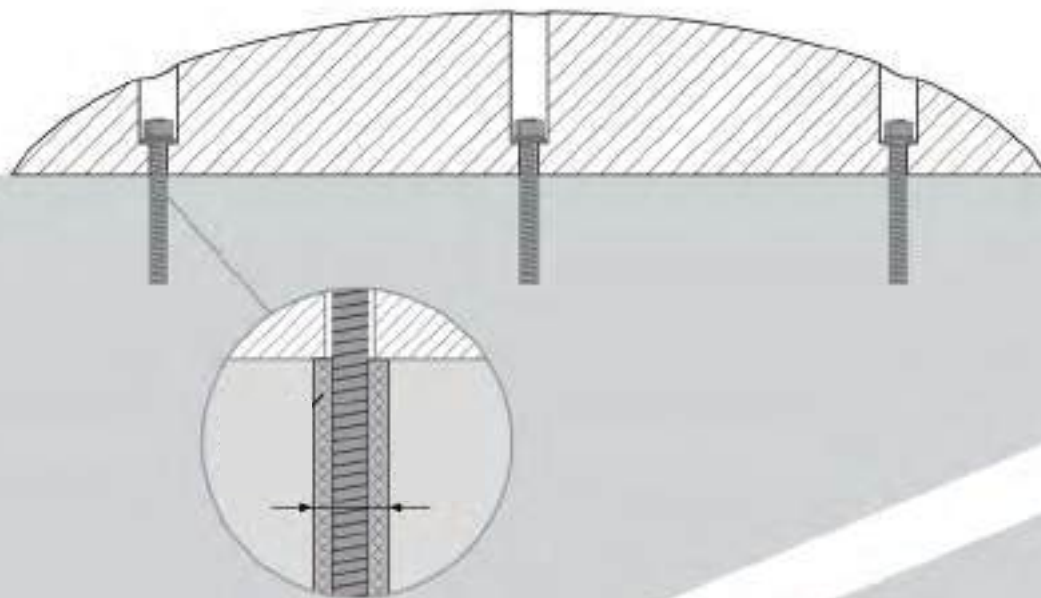
Accessible, inclusive,
friendly streets with a small
environmental footprint.

Zebra® 13 - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS-U 5.8 15/32 in x 619/64 in (includes washer and nut).
- **Resin:** HIT HY - 10.

The amount of resin used for each anchor is **0,5 fl. oz. (x4)**.

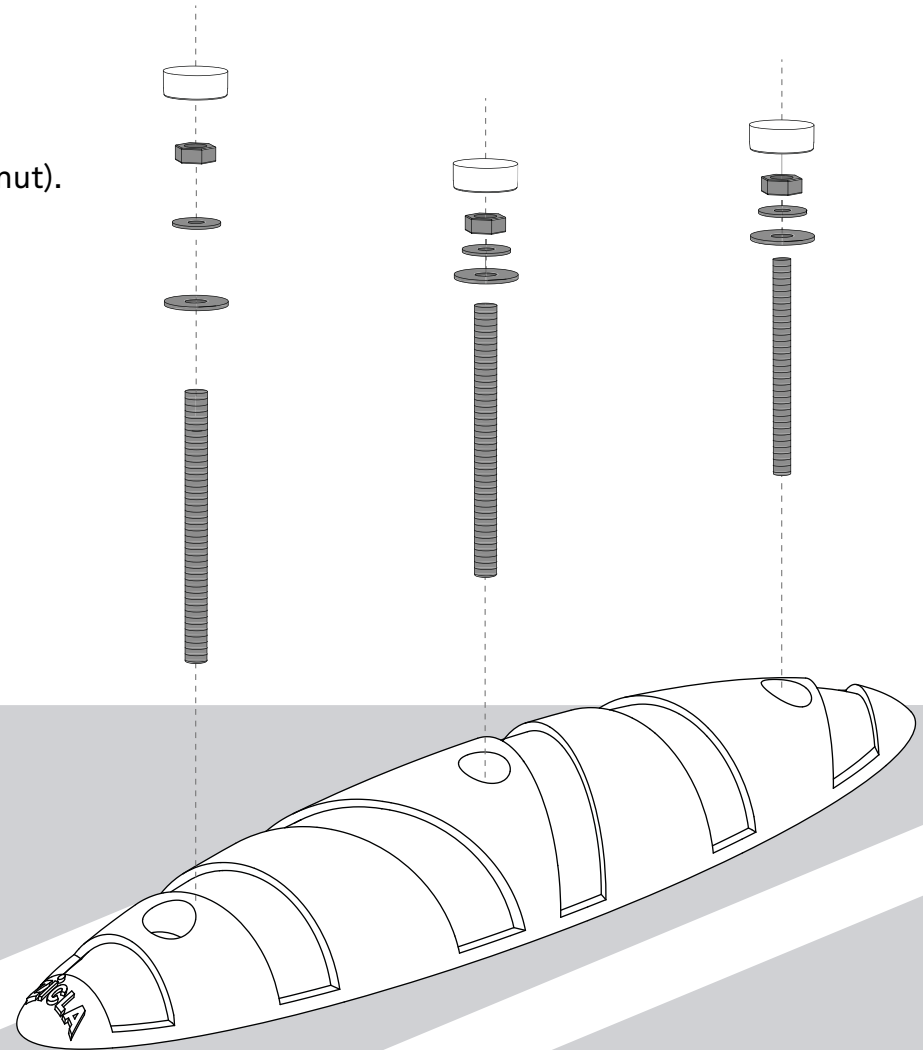
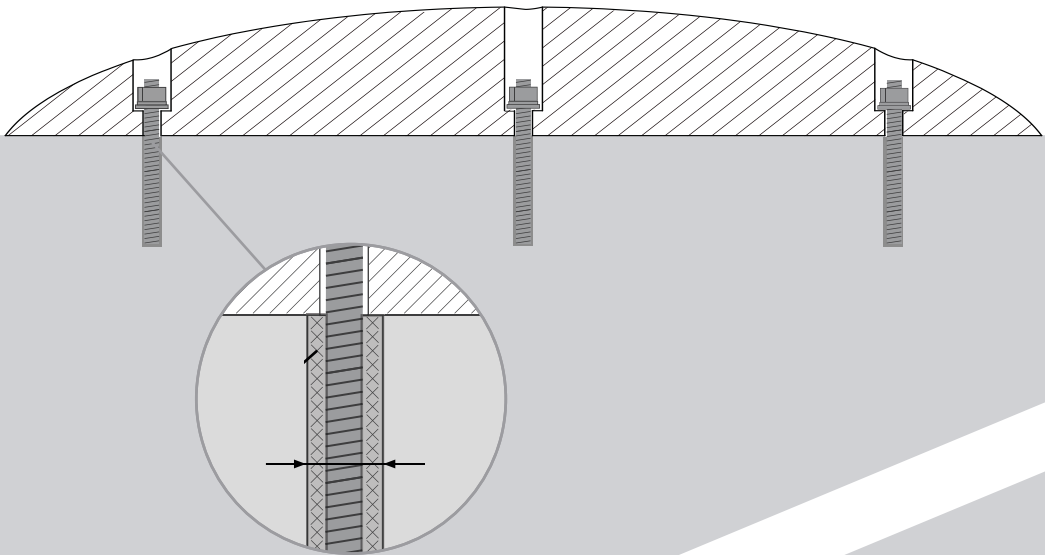


Zebra® 9 - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS-U 5.8 15/32 in x 6 19/64 in (includes washer and nut).
- **Resin:** HIT HY - 10.

The amount of resin used for each anchor is **0,5 fl.oz (x4)**.

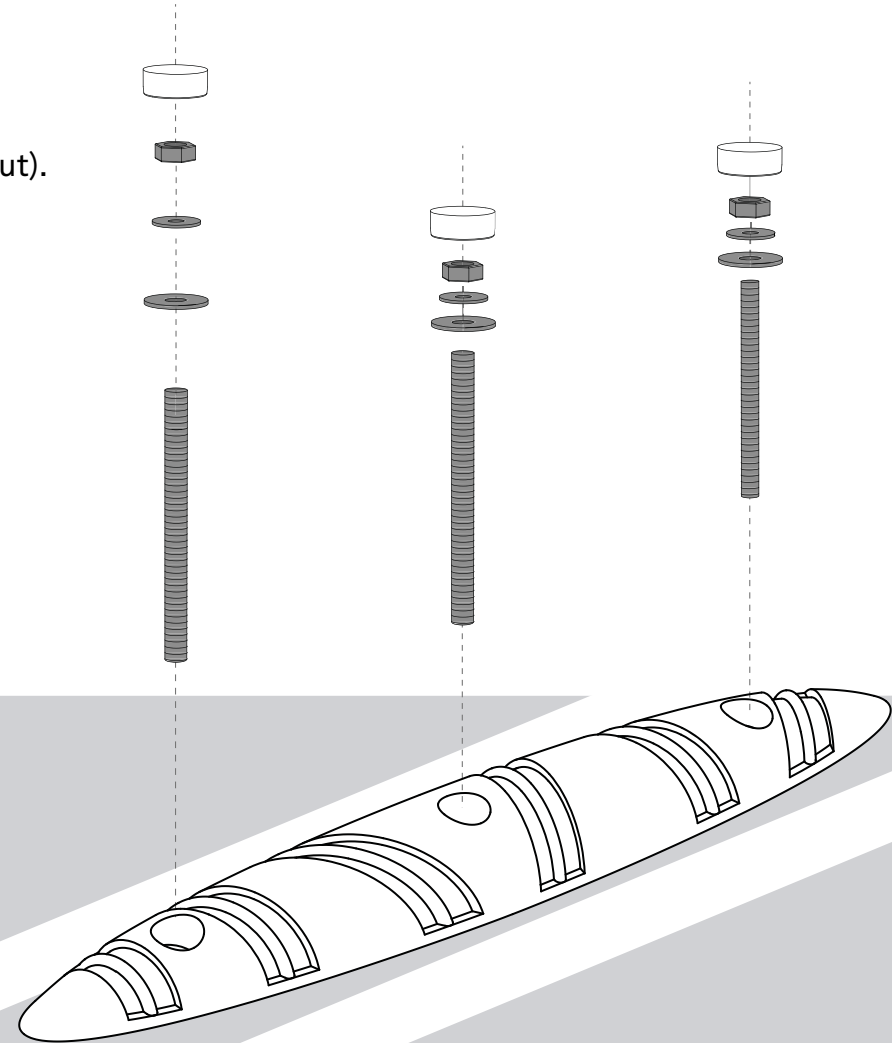
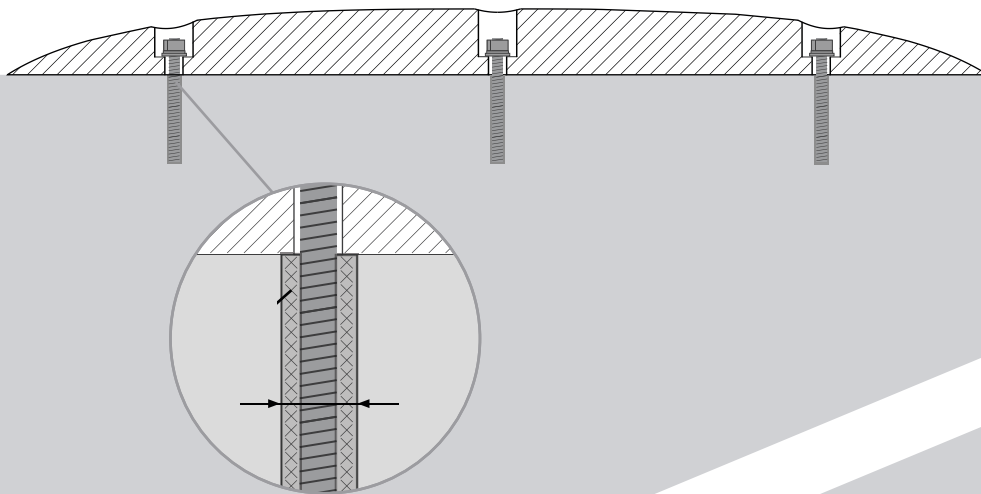


Zebra® 5 - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS- U 5.8 15/32 in x 6 19/64 in (includes washer and nut).
- **Resin:** HIT HY - 10.

The amount of resin used for each anchor is **0,30 fl.oz. (x4)**.

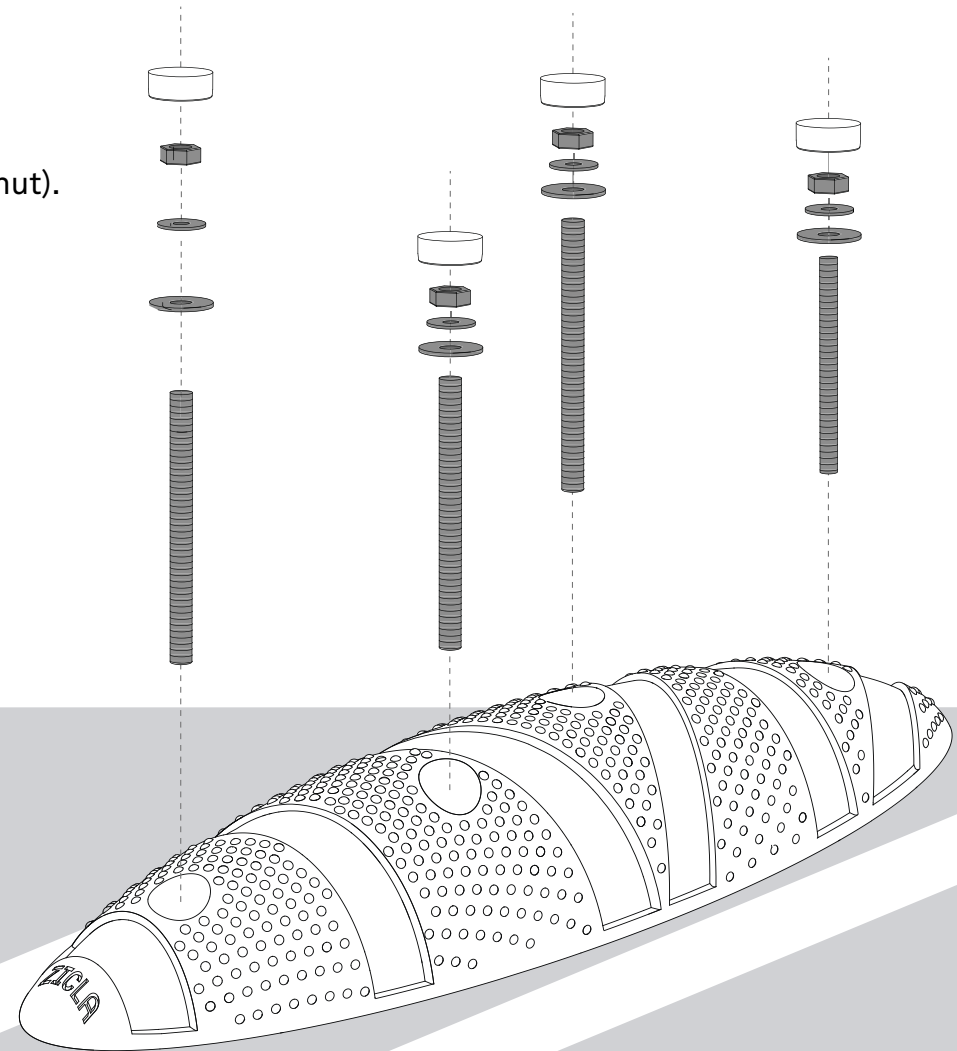
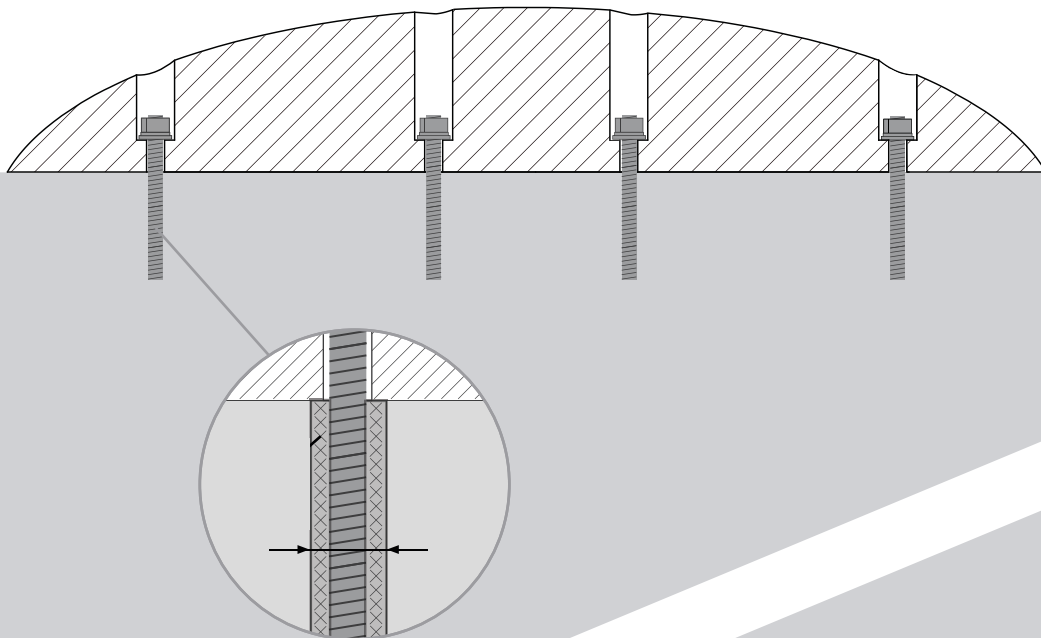


Zebra® 13 | Zero - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS- U 5.8 15/32 in x 6 19/64in (includes washer and nut).
- **Resin:** HIT HY - 10.

The amount of resin used for each anchor is **0,50 fl.oz. (x4)**.

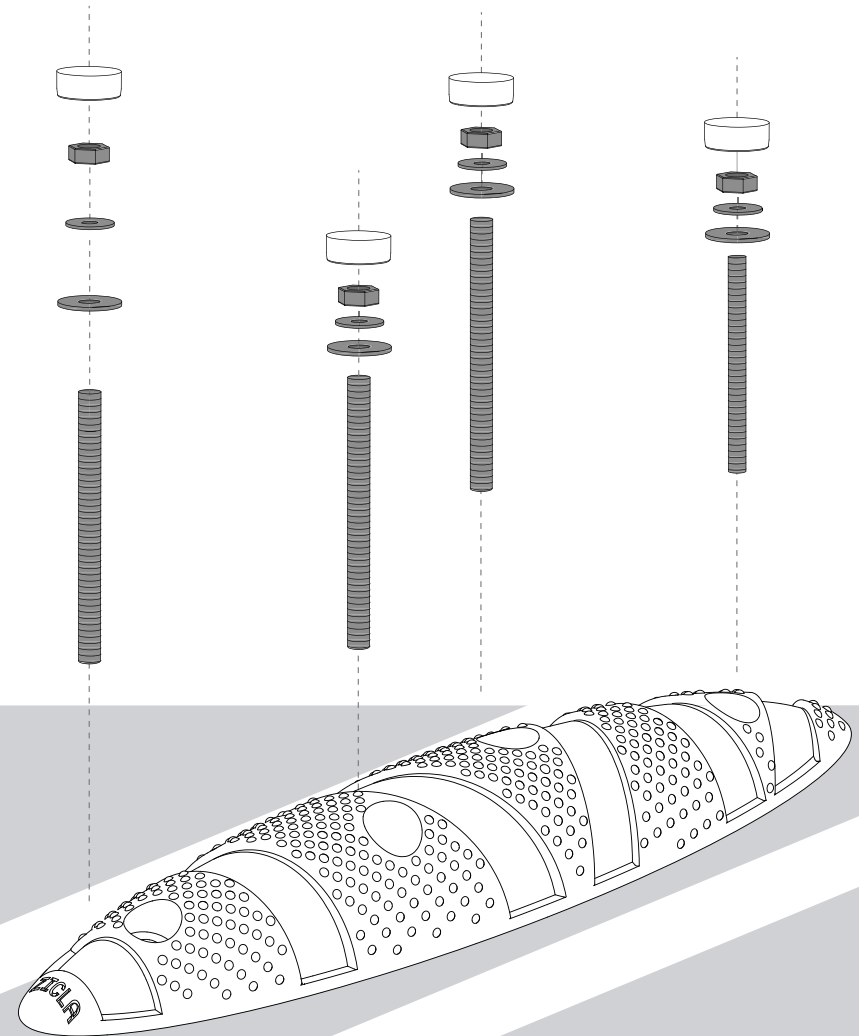
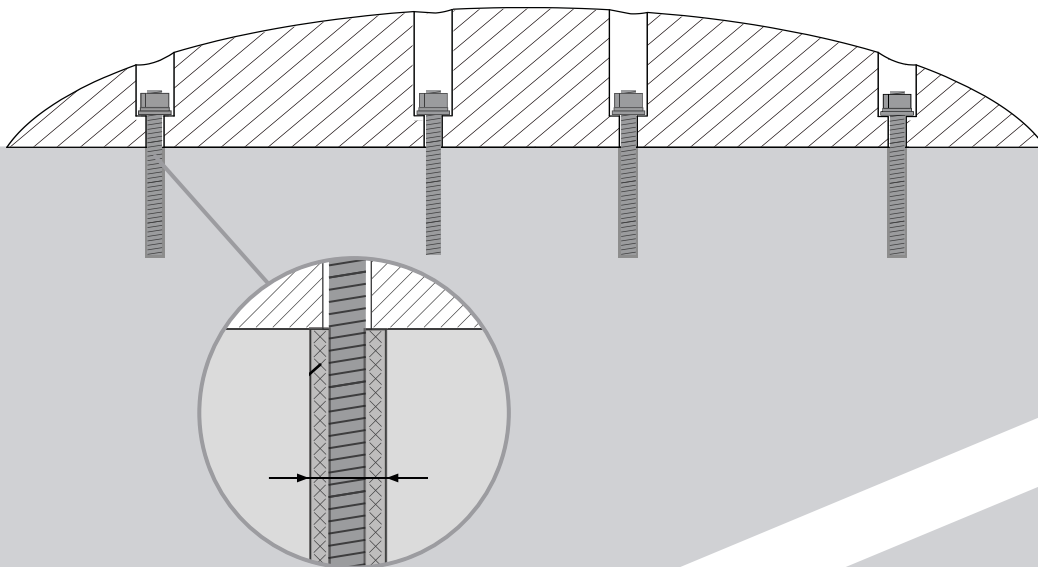


Zebra® 9| Zero - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS- U 5.8 15/32 in x 6 19/64 in (includes washer and nut).
- **Resin:** HIT HY - 10.

The amount of resin used for each anchor is **0,50 fl.oz. (x4)**.

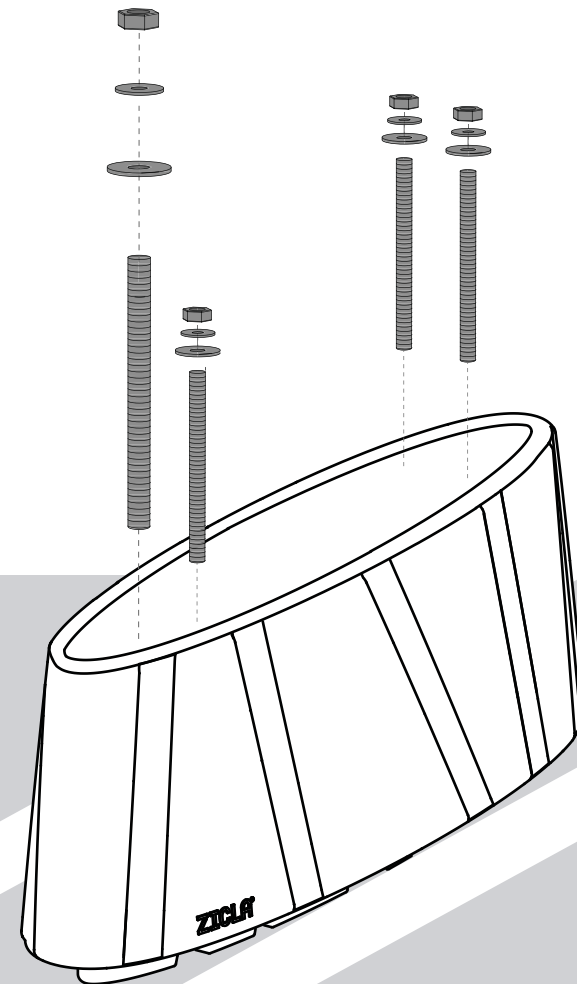
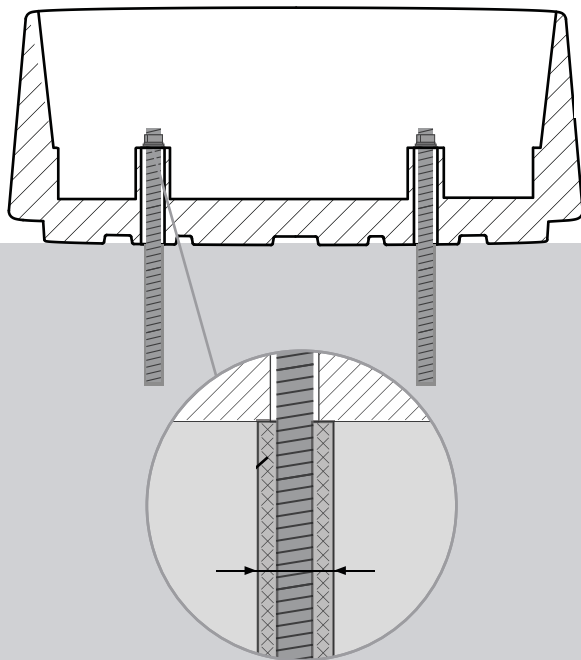


Individual Zebra® | Planter with chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** 15/32 in x 12 13/64 in (To be cut in place).
- **Resin:** HIT HY - 10.
- **Washer and nut:** Included with rod.

The amount of resin used for each anchor is **0,67 fl. oz. (x4)**.

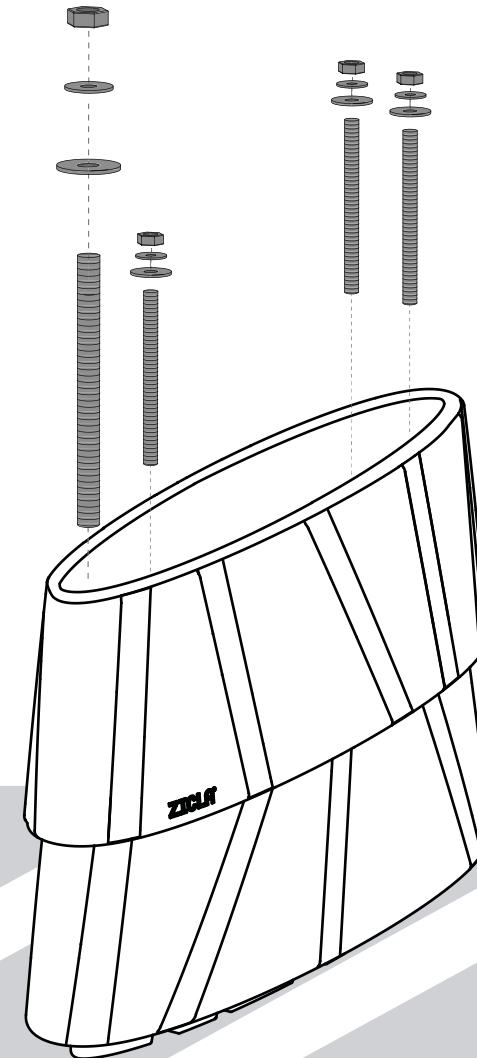
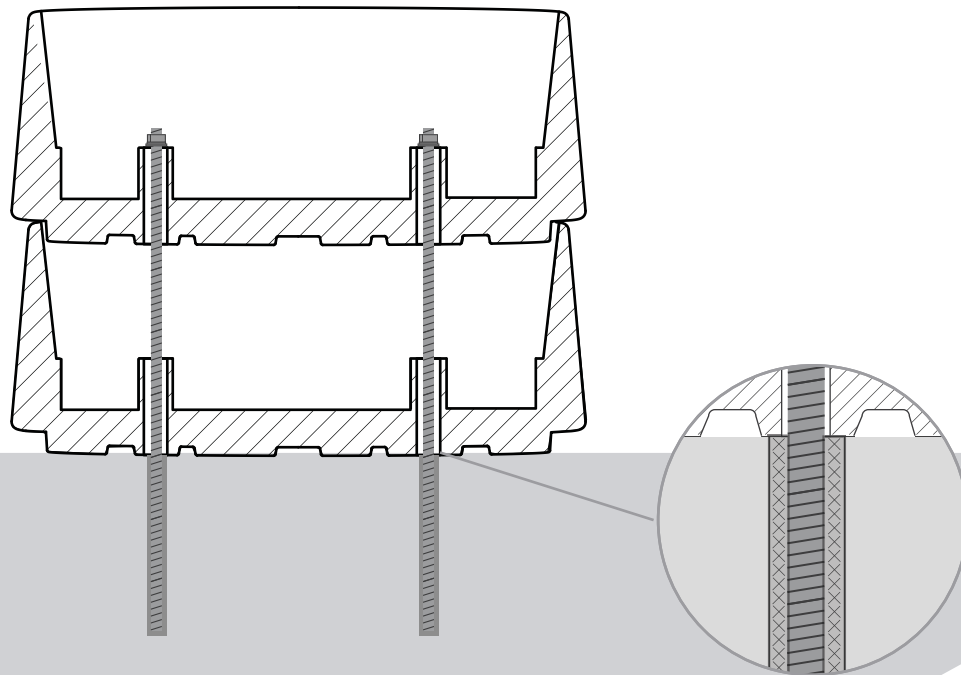


Double Zebra® | Planter with chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** 15/32 in x 25 19/32 in (To be cut in place).
- **Resin:** HIT HY - 10.
- **Washer and nut:** Included with rod.

The amount of resin used for each anchor is **0,38 fl. oz. (x4)**.



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Annex 3 - Measures to Extend the Life of the Zebra Family[®] Products.

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Measures to extend the service life of the Zebra® bike lane separators.

Zebra® and Zebra® | Zero bike lane separators can suffer damage and breakage but nevertheless continue to fulfill their role:

Normally, after suffering an impact, the Zebra® and Zebra® | Zero bike lane separators, neither separate from the road surface, nor wobbles; it remains in place and it does not break or crack.

The Zebra® and Zebra® | Zero bike lane separators continue to fulfill their function as long as the retroreflective surface continues to be visible in low light and the anchor system is not exposed. If any of these two conditions is not fulfilled, the Zebra® or the Zebra® | Zero bike lane separator must be repainted or replaced.

Additionally, if Zebra® or Zebra® | Zero bike lane separators have been fully pulled out, this may signal that they have not been properly anchored to the pavement. This may be due to the use of an improper type of anchor or bolt size.

Measures to extend the service life of the Zebra® bike lane separators.

Preventive maintenance should begin during the design phase of the project with the aim of extending the service life of the Zebra Family® products . The need to replace the Zebra Family® products more than once a year may indicate a defective design in the original design of the project or in its installation.

The basic points to consider are:

- To reduce the overexposure of the Zebra Family® products. The highly exposed areas tend to be those at the beginning of the bike lanes and in the proximity of the crossings where the motor vehicles turns are made. In these areas the damage to the products may be more obvious and/or frequent and it will be necessary to foresee:
 - A higher maintenance level and frequency for Zebra Family® products.
 - A lower separation between the Zebra Family® products.
 - More frequent replacement of damaged Zebra Family® products.
- Select the most appropriate configuration for each case.
- Choose the most appropriate anchors.
- Ensure a correct installation.

ZICLA[®]

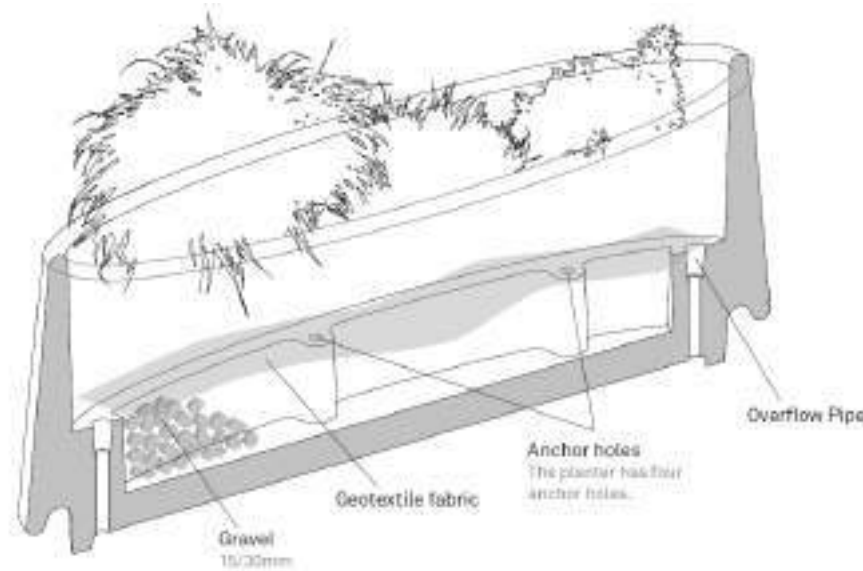
Annex 4 - Operation of the Zebra[®] | Planter.

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Zebra® | Planter: gravel.

Soil Capacity:
7.9gal.

Reservoir:
1.8 gal.



For the drainage to work in the planters, the bottom of the planter must be filled with a layer of gravel with a diameter between 0,6 - 1,2 inches.

Zebra® | Planter: geotextile membrane.

The gravel and the substrate must be separated by a geotextile membrane that acts as a barrier that prevents the substrate from mixing with the gravel when it needs to be replaced or replenished. This geotextile membrane must be resistant and permeable, and it must allow air and water to pass through but retaining the substrate.

Different types can be used:

- Geotextile braided polypropylene groundcover type (105 g/m²)
- Nonwoven geotextile with water retention capacity and high capillarity type (150/300 g/m²) ([fibertex](#))

The geotextile membrane can be placed in two ways:

- Above the gravel.
- Below the gravel and climbing up the sides to the middle of the substrate and another layer above the gravel.

Zebra® | Planter: geotextile membrane.

The use of a good substrate will help the correct growth of plants.

To achieve a substrate that can be sustained over time and that has good physical/chemical conditions, in terms of water retention, aeration, and drainage capacity, it is suggested to prepare a mix of:

- 40% of inorganic materials such as gravel, expanded clay balls, volcanic earth, pumice stone, grit, recycled masonry, sand, etc. This material facilitates a good space where the water reserves can accumulate.
- 60% of organic matter such as soil substrate, peat, coconut fibers, mulch, etc. A slow release fertilizer could be added in the first months.

Zebra® | Planter: recommended species of plants and irrigation.

Recommended species of plants.

The most suitable species of plants will depend on the climate conditions of the place of the installation of the Zebra® | Planter. In the Mediterranean area, the following species are recommended: Poacea, Ornamental grasses, Gramineae and other "vivacious" Xerophyte hardy grasses of low water requirements and resistant to the conditions of the zone.

- Agapanthus africanus (evergreen): It is very resistant, low maintenance, with no need for pruning. Often dark blue at the beginning of autumn.
- Phormium tenax "Variegatum": It is a very strong plant, resistant to the sea and to the frost of up to -6 / -8 °C, to droughts, and lives in any type of soil. The only recommended care is to cut the dry leaves from the base; one pruning a year is enough during the fall.
- Aloes, Agaves or Cactus: They are recommended in extreme heat climate conditions.

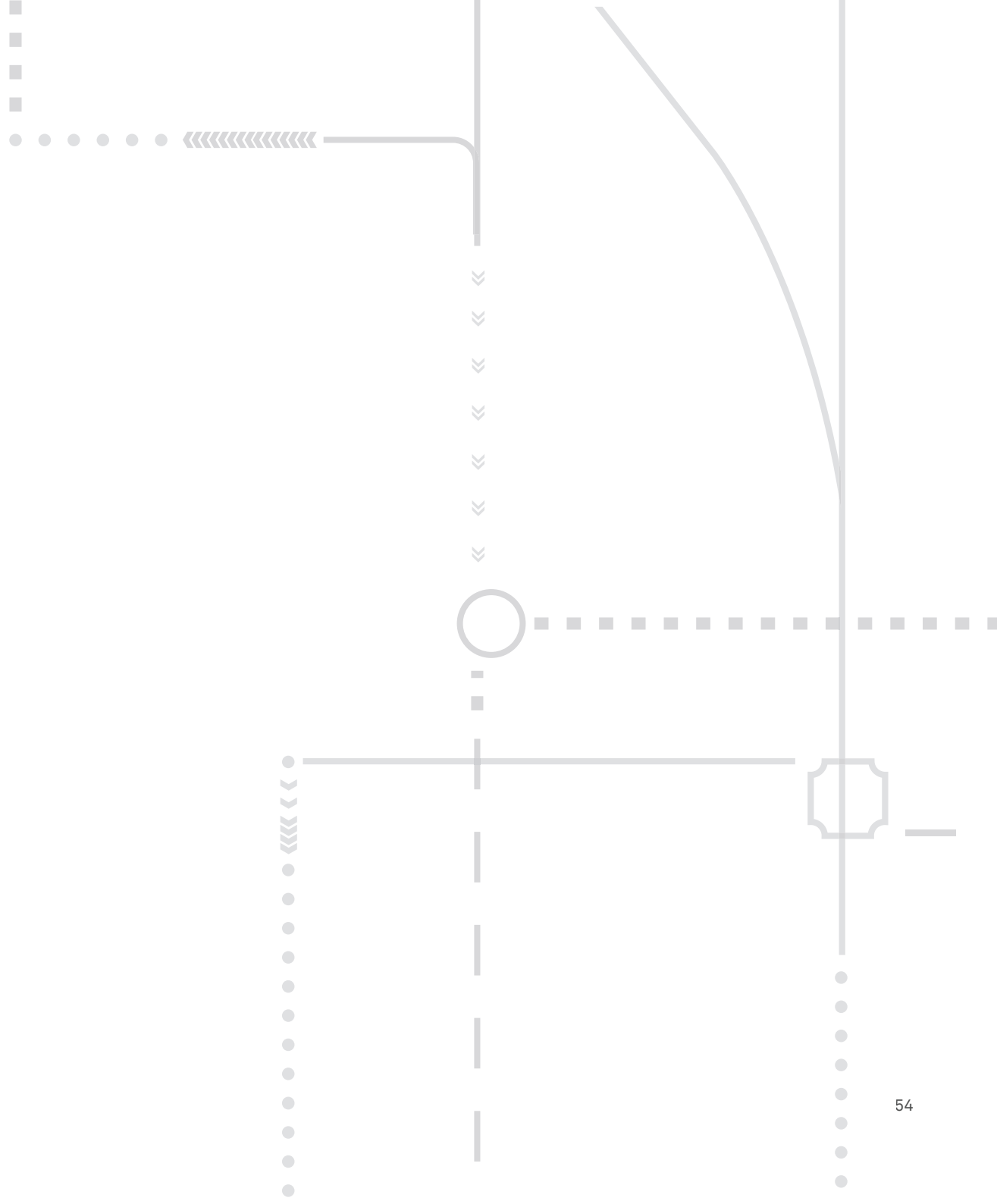
Irrigation.

According to the season and depending on the plant type, it is advisable to fill the deposit once a month or every two weeks (in dry extremely seasons). To save time in the irrigation, it is recommended to place a vertical tube of PVC with holes in the bottom to fill up the water tank directly.

ZICLA[®]

Glossary.

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ANCHORING SYSTEM

A combination of anchoring equipment and anchor assemblies that will, when properly designed and installed, resist the uplift, overturning, and lateral forces on the product and on its support and foundation system.

BUFFER

A space between two painted lines that creates a separation between bicycles and autos.

CHEMICAL ANCHORS

Element fasteners that rely on a structural chemical bond based generally on a single or dual component resin.

CYCLE LANE

Lane for bicycle users, segregated to a large degree from motorized vehicle traffic, except at junctions, access to service bays, etc., and normally installed on the road.

CYCLE LANE SEPARATOR

Element of urban furniture, whether continuous such as a Curb, or discontinuous such as Zebra Family[®] cycle lane separators, which creates a greater segregation of the cycle lane from motorised vehicle lanes.

MECHANICAL ANCHORS

Element fasteners that utilize friction to obtain holding values.

PAVEMENT

A paved road.

QUICK-BUILD

Designed to be assembled very quickly.

REFLECTIVE MATERIAL

Material which reflects part or all incidental light.

ROAD

A thoroughfare, route, or way on land between two places that has been paved or otherwise improved to allow travel by motor vehicle.

ROADWAY MARKINGS

Horizontal signage element. Painted indications on the pavement, generally white to contrast with the dark asphalt, or yellow in areas where roadwork is being performed.

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Zipper[®] system User Guide and Installation Manual.

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ABOUT THE USER GUIDE AND INSTALLATION MANUAL.

Ever since 2005 ZICLA has been supporting cities in the transformation process they need to undergo to deal with the challenges of the 21st century. Over the years, we have worked to help make city streets more accessible, sustainable, inclusive and friendly. Our products allow cities to improve mobility, traffic and accessibility, always using recycled materials.

It is estimated that, by 2050, 70% of the world's population will live in cities. Our challenge is to help make the streets of these cities accessible, inclusive and friendly with a small environmental footprint.

The Zipper® system allows the rapid transformation of city streets through the construction of cycle lanes and roundabouts and widening of the sidewalks and narrowing of the streets at intersections. In the case of bike lanes, the Zipper® system protects cyclists and prevents other vehicles from invading them. The Zipper® system is modular and its modules can be installed continuously or discontinuously, allowing the design and construction of multiple configurations. These modules are recycled, recyclable, reusable, competitive and resistant to weathering and impact.

Two different recycled materials are used in the manufacture of the modules of the Zipper® system, giving rise to two product lines:

- Traditional line: manufactured with various mixtures of industrial and post-consumer plastic waste, basically PVC from remnants of tarpaulins, hoses, coating of electrical cables, off-standard items, etc.
- Zero line: made of a material developed entirely from municipal post-consumer waste. This waste comes from the rejection of packaging plants and is made up of all mixed plastic waste whose type separation would be very complex and expensive, and which usually ends up or is landfilled or incinerated.

More information on these materials can be found in the materials section of this Guide.

ZICLA offers this guide to show practitioners the full range of quick-build street configurations that are possible to implement thanks to the Zipper® system.

ABOUT LIABILITY ARISING FROM THE INSTALLATION AND USE OF ZICLA PRODUCTS.

ZICLA shall not be liable for any damages or losses arising from the installation or use of its products.

The advice that ZICLA provides to the customer, in the form of proposals for solutions, configurations and customizations of the products marketed, is merely consultative and is carried out with the sole purpose of assisting the customer to make decisions. It is the sole responsibility of the customer to adopt the final solutions, configurations and/or customizations and to ensure that they comply with all urban planning, traffic, safety and any other regulations applicable and in force at the location at hand. As such, the customer shall be solely and exclusively responsible for any damages or losses that may arise from its actions, omissions and/or non-compliance with any applicable regulations.

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Vol. 1 - User Guide.

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The Zipper[®] system.

The Zipper[®] system make it possible to transform urban space quickly by building segregated bike lanes and roundabouts, and by modifying the radius of curvature of the corners at intersections. It protects cyclists and prevents other vehicles on the road from invading the bike lanes. It is modular and its modules can be installed continuously or discontinuously, allowing the construction of multiple configurations.

- ① It can be adapted to any kind of road surface.
- ② It is highly visible because 50% of the surface of its modules is retroreflective.
- ③ Its modules are manufactured from recycled plastic so its environmental impact is minimal. It is an ecodesigned product.
- ④ It is competitive because it makes it possible to carry out a project with minimal intervention on the public roads.
- ⑤ Its modules are highly resistant to impact and bad weather and they can be anchored to the road surface.



The Zipper® modules.

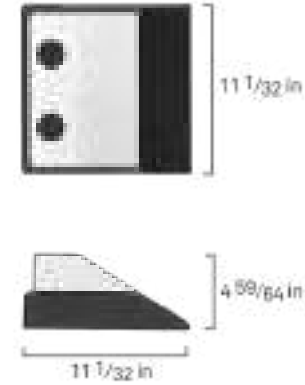
The Zipper® system is made of two different components: **Zipper® A** and **Zipper® B**.



Zipper® A





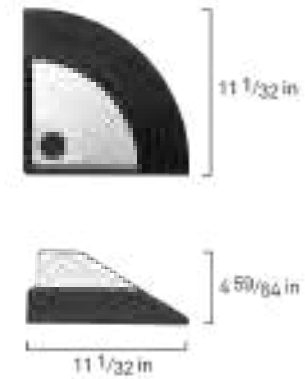
 11 lb 7 oz
 18 lb 2 oz of CO₂ equiv/u



Zipper® B



 7 lb 15 oz
 14 lb 915oz of CO₂ equiv/u



The Zipper® | Zero modules.


The Zipper® system (Zero line) is made of two different components: Zipper® A | Zero and Zipper® B | Zero.



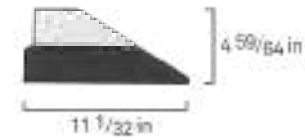
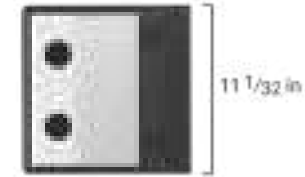
The Emblem of Guarantee
of Environmental Quality

Zipper® A | Zero



 8 lb 8 oz

 7 lb 8 oz of CO₂ equiv/u

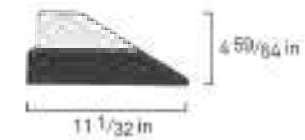
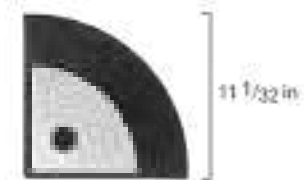


Zipper® B | Zero



 5 lb 7 oz

 4 lb 11 oz of CO₂ equiv/u



Zipper® system modularity.

One of the main properties of Zipper® system is its own modularity. You can create many different configurations in order to solve each situation.



Zipper® & Zipper® | Zero configurations.

🚲 BAAB CONFIGURATION.

The BAAB configuration is the ideal option when the available buffer space is limited.

The distance between the BAAB sets can be reduced or eliminated to make the bike lane less crossable, thus increasing safety at areas near an intersection or high-traffic areas.



.....
🚲 AA CONFIGURATION.

The AA configuration is the ideal option when the safety needs to be maximized.

The distance between the AA sets can be reduced or eliminated to make the bike lane less crossable thus increasing safety at areas near an intersection or high-traffic areas.



.....
🚲 MINI ROUNDABOUT.

Mini roundabouts reduce speeds at intersection crossings and are an ideal treatment for uncontrolled intersections.

It does not require civil engineering and if traffic were reordered differently, the roundabout could be quickly dismantled. This solution is specially suitable for quick-build projects.



.....
└ WIDENING OF THE SIDEWALKS
AND NARROWING OF THE STREET
AT INTERSECTIONS.

The modules of the Zipper® system can be used to expand sidewalks at intersections quickly and cheaply. These extensions offer several advantages for pedestrians:

- They facilitate the crossing thanks to the decrease of the width of the road.
- They prevent parking at the corners.
- They reduce the speed of traffic by narrowing the street and reducing the turning radius.



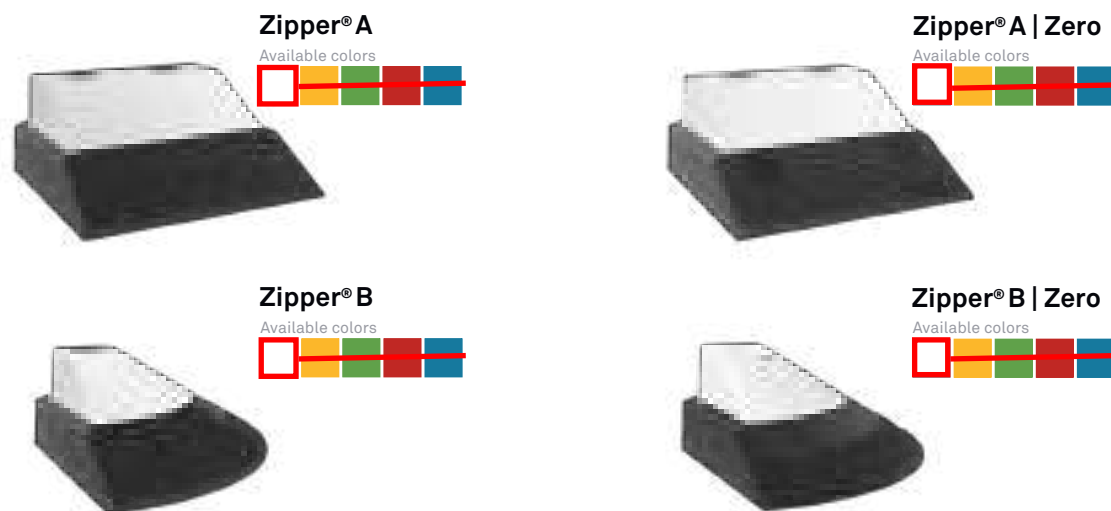
Zipper® system properties.

🌙 NIGHTTIME VISIBILITY.

Zipper® system modules are highly visible thanks to the fact that almost 50% of their surface is retroreflective.

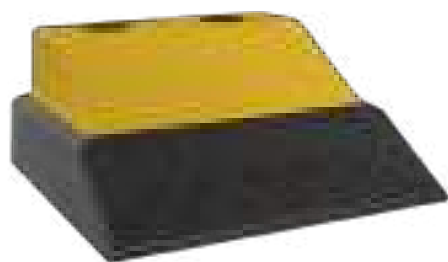
☀️ DAYTIME VISIBILITY: COLOR.

White is the standard color of the retroreflective surface of Zipper® system modules.



 SURFACE PAINTING CUSTOMIZATION Zipper® A MODULES.

The Zipper® A modules are also available in a variety of colors.



RAL 1003



RAL 6018



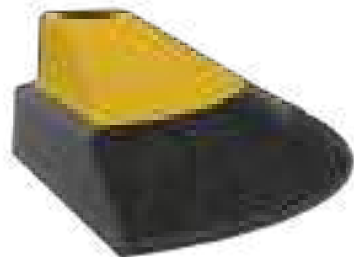
RAL 3020



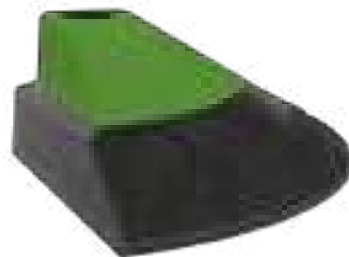
RAL 5017

 SURFACE PAINTING CUSTOMIZATION Zipper® B MODULES.

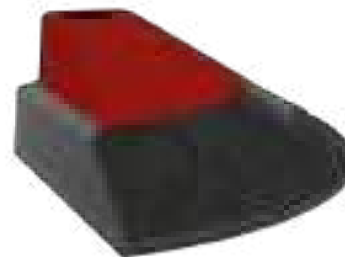
The Zipper® B modules are also available in a variety of colors.



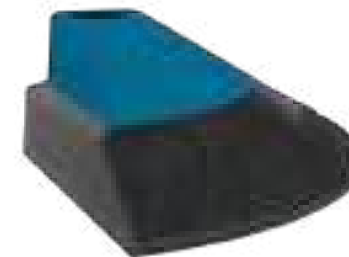
RAL 1003



RAL 6018



RAL 3020



RAL 5017

 SURFACE PAINTING CUSTOMIZATION Zipper® A | Zero MODULES.

The Zipper® A | Zero modules are also available in a variety of colors.



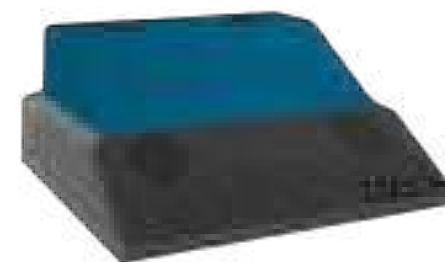
RAL 1003



RAL 6018



RAL 3020

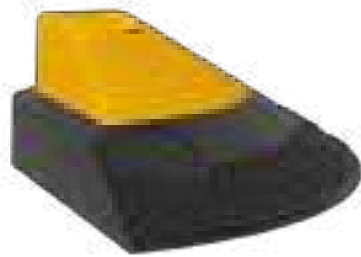


RAL 5017

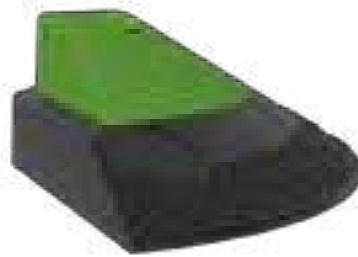


SURFACE PAINTING CUSTOMIZATION Zipper® B | Zero MODULES.

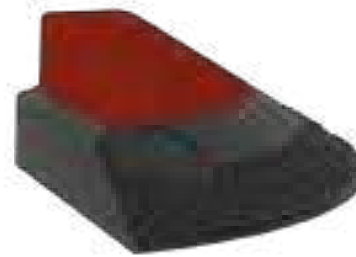
The Zipper® B | Zero modules are also available in a variety of colors.



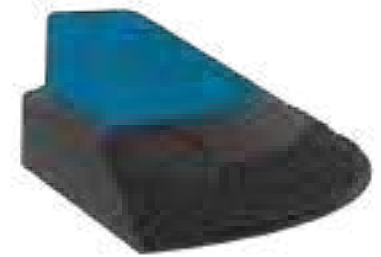
RAL 1003



RAL 6018



RAL 3020



RAL 5017



MATERIAL USED TO MANUFACTURE THE Zipper® A and Zipper® B MODULES.

The Zipper® system modules are manufactured using various mixtures of plastic waste of industrial and post-consumer origin, basically PVC from remnants of tarpaulins, hoses, coating of electrical cables, materials out of the norm, etc. Thanks to this, the Zipper® system has the [Emblem of Guaranty of Environmental Quality](#) which is an eco-label that recognizes products and services that exceed certain environmental quality requirements beyond those established as mandatory by the current regulations.

Material properties	Unit	Regulation	Value
Hardness	ShD	ASTM D2240	41
Tensile strength	MPa	ASTM D638	10.2
Elongation at break	%	ASTM D638	10.1
Tear resistance	kN/m	ASTM D624	27.2
Taber abrasion loss	mg/1.000	ASTM D4060	262
Lightfastness		ASTM G154	Excellent
Resistance to acids		ASTM D471	Excellent
Resistance to bases		ASTM D471	Excellent
Reaction to fire		UL94	V-0
Density	g/cm ³	ASTM D792	1.25



MATERIAL USED TO MANUFACTURE THE Zipper® A | Zero and Zipper® B | Zero MODULES.

The Zipper® system (Zero line) modules are manufactured using a material developed entirely from post-consumer waste of municipal origin. This waste comes from municipal waste treatment plants and is made up of all mixed plastic waste whose type separation would be very complex and expensive, and which usually is landfilled or incinerated. This waste comes from municipal waste treatment plants and is made up of all mixed plastic waste whose type separation would be very complex and expensive, and which usually is landfilled or incinerated. This material has the [Blue Angel](#), a German eco-label that recognizes environmentally friendly products and services.

Material properties	Unit	Regulation	Value
Hardness	ShD	ASTM D2240	55
Tensile strength	MPa	ASTM D638	8
Elongation at break	%	ASTM D638	10.3
Tear resistance	kN/m	ASTM D624	7.9
Taber abrasion loss	mg/1.000	ASTM D4060	8
Lightfastness		ASTM G154	Excellent
Resistance to acids		ASTM D471	Excellent
Resistance to bases		ASTM D471	Excellent
Reaction to fire		Euroclass	E
Density	g/cm ³	ASTM D792	0.996

ZICLA[®]

Vol. 2 - Installation Manual.

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ANCHORING Zipper® SYSTEM MODULES.

The choice of the anchor type and its correct installation are both essential to achieve optimal performance of the Zipper® system. If Zipper® system modules are not installed correctly, their service life could be reduced.

In order to choose the most suitable type of anchorage for the Zipper® system modules, it is necessary to bear in mind that these modules must be able to withstand shock and friction loads generated by the wheels of the vehicles. As these modules are anchored to the road surface, all impact or friction loads are transmitted to the road surface via the installed anchorages, so it is vital that both the anchors and the pavement of the road can withstand these loads. In addition, the type and condition of the pavement of the street and the degree of cracking should be taken into account when choosing the type and dimensions of the anchors.

The following sections describe the types of anchors that can be used for the installation of the Zipper® system modules, and their most important characteristics.

Chemical anchors.

Chemical anchors work well on both bituminous and concrete pavement. For this reason, it is recommended to use this type of anchorage when you are not sure about the type of existing pavement or its condition at the installation site.

The chemical anchor consists of a threaded rod of $1\frac{5}{32}$ in and a $1\frac{5}{32}$ in hexagonal nut, and is installed using epoxy, polyester or styrene-free resins (The use of a resin without styrene is suggested because styrene emits a strong odor and can be toxic if inhaled deeply). These types of resin have demonstrated good performance in all climatic conditions and all types of pavement.

When using chemical anchor, attention should be paid to the following two aspects:

- Both the rods and the holes where they are to be inserted should be clean and dust-free.
- The curing time of the resin varies according to weather conditions. The instruction manual of the resin manufacturer should provide information on this point and it is recommended to always consult the manufacturer's safety data sheet before its use.

The chemical anchors must:

- Be zinc galvanized steel of grade 5,8 or higher (with a minimum coating of $5\ \mu\text{m}$).
- Have a minimum length of $5\frac{29}{32}$ in, with $1\frac{31}{32}$ in inside the module and the remaining $3\frac{15}{16}$ in below the road surface. For concrete roadways, the anchorage can be shorter, but never shorter than $3\frac{1}{32}$ in.
- Be $1\frac{5}{32}$ in diameter to withstand the impact of the wheel of an average vehicle. However, if the road has a heavy traffic of heavy vehicles, or if the rate of accidents in the streets of the city is high, it is recommended to increase the diameter of the rod to $\frac{35}{64}$ in or even to $\frac{5}{8}$ in.

This is possible since Zipper® system modules can accommodate anchors of different diameters.

Mechanical anchors.

Galvanized steel mechanical wedge anchors perform very well when they are used in concrete pavement. They can also be installed very quickly. However, mechanical anchors are not recommended for bituminous pavements as this type of pavement deforms more easily with changes in temperature, which may lead to a loss of friction on the external surface of the anchors and a consequent loss of efficiency in their behavior.

The mechanical anchorages must:








- Be $1\frac{5}{32}$ in diameter to withstand the impact of the wheel of an average vehicle. However, if the road has a heavy traffic of heavy vehicles, or if the rate of accidents in the streets of the city is high, it is recommended to increase the diameter to $\frac{35}{64}$ in or even to $\frac{5}{8}$ in. This is possible since Zipper® system modules can accommodate anchors of different diameters.
- Have a minimum length of $5\frac{29}{32}$ in, with $1\frac{31}{32}$ in inside the Zipper® system module and the remaining $3\frac{15}{16}$ in below the pavement surface of the street. If the street surface is not in good condition it is advisable to use longer anchors.

Reversible anchors.

The use of reversible anchorages is recommended in cases where the installation of the Zipper® system modules is assumed to be temporary. These modules can be installed and uninstalled quickly and easily with minimal intervention on the street. The use of reversible anchors allows the impact on the street to be minimal, so when the Zipper® system modules are uninstalled, the street quickly recovers its original use.

Comparative table of anchors of the Zipper® system.

The following table summarizes the most suitable types of anchor for the different types of flooring.

	CHEMICAL ANCHOR		MECHANICAL ANCHOR	
	Anchor Rod	Internally Threaded Insert	Screw Anchor	Wedge Anchor
<p>✓ Pavements no Bituminous</p> <p>✓ Pavements Bituminous</p>	<p>Rod: HAS-U 5.8 15/32" x 6'19/64"</p>  <p>Resin: HIT HY -10</p> 	<p>Hexagon bolt : 25/64" x 2'11/64"</p>  <p>Threaded insert: HIS-N 25/64" x 4'21/64"</p>  <p>Injectable hybrid mortar: HIT HY-10</p> 	<p>Screw: HUS-HR 25/64" x 5'1/8"</p> 	<p>Kwik bolt: HSV 15/32" x 5'29/32"</p> 
Permanent long duration	<p>✓ ✓</p>			<p>✓</p>
Long-lasting reversible		<p>✓ ✓</p>	<p>✓</p>	<p>✓</p>
Reversible short duration			<p>✓</p>	

Tools and materials required to install Zipper® system modules.

MAIN MATERIALS AND TOOLS RECOMMENDED TO INSTALL Zipper® SYSTEM MODULES



1. 15/32 IN. DIAMETER DRILL.



2. AIR COMPRESSOR TO REMOVE THE DUST THAT OCCUPIES THE HOLES AND A VACUUM TO AVOID THE DISPERSION OF THE DUST.



3. RESIN DISPENSER GUN.



4. SOCKET WRENCH FOR NUTS.

Installation process of the Zipper® system modules. Mechanical anchors.



Figure 1 - Place the modules and mark the holes.



Figure 2 - Drill the holes.



Figure 3 - Blow away and vacuum the dust.



Figure 4 - Install the anchors and tighten the nuts with the socket wrench.

Installation process of the Zipper® system modules. Chemical anchors.



Figure 1 - Place the modules and mark the holes.



Figure 2 - Drill the holes.



Figure 3 - Blow away and vacuum the dust.



Figure 4 - Inject the resin.

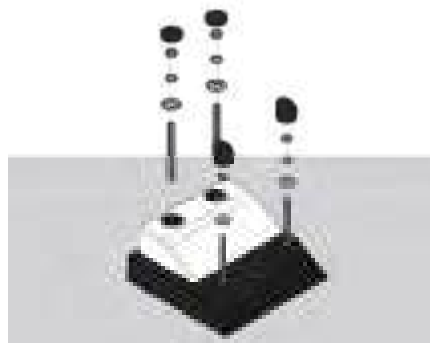


Figure 5 - Install the anchors. To ensure that the threaded rod is correctly anchored, it should be rotated while being inserted into the hole (full of resin) so that it is covered completely with resin. Once the resin is dry, tighten the nuts with the socket wrench.

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Removal and re-installation of the Zipper® system modules.

Sometimes it may be necessary to temporarily remove the Zipper® system modules. Some of the most common reasons are:

- Celebration of special events in the streets of the city.
- Repainting of the horizontal street signs.
- Street surface repair: If you want to repave the road without removing the Zipper® system modules, they must be covered to protect the retroreflective paint. If street repair work involves milling the entire surface of the street, it is advisable to remove the anchors to avoid damage to the milling equipment.

The removal of the Zipper® system modules requires the same precautions as its installation, in terms of pre-signaling to prevent and protect users of the street from which works are being carried out. Warning signs should be installed both at motorized traffic on the road and at bike lane users.

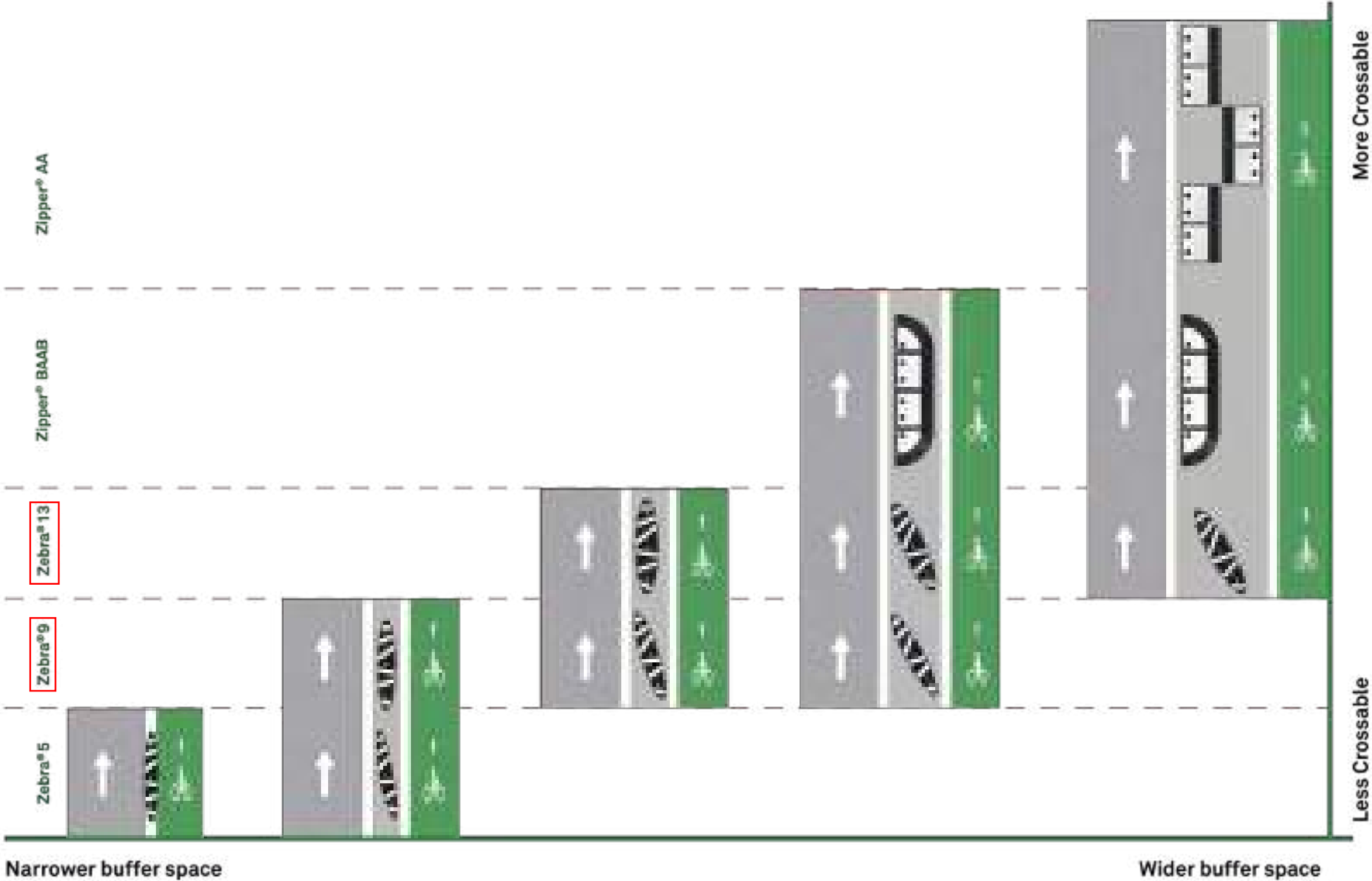
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Annex 1 - Decision Factors.

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Annex 2- Utilization of Chemical Anchors.

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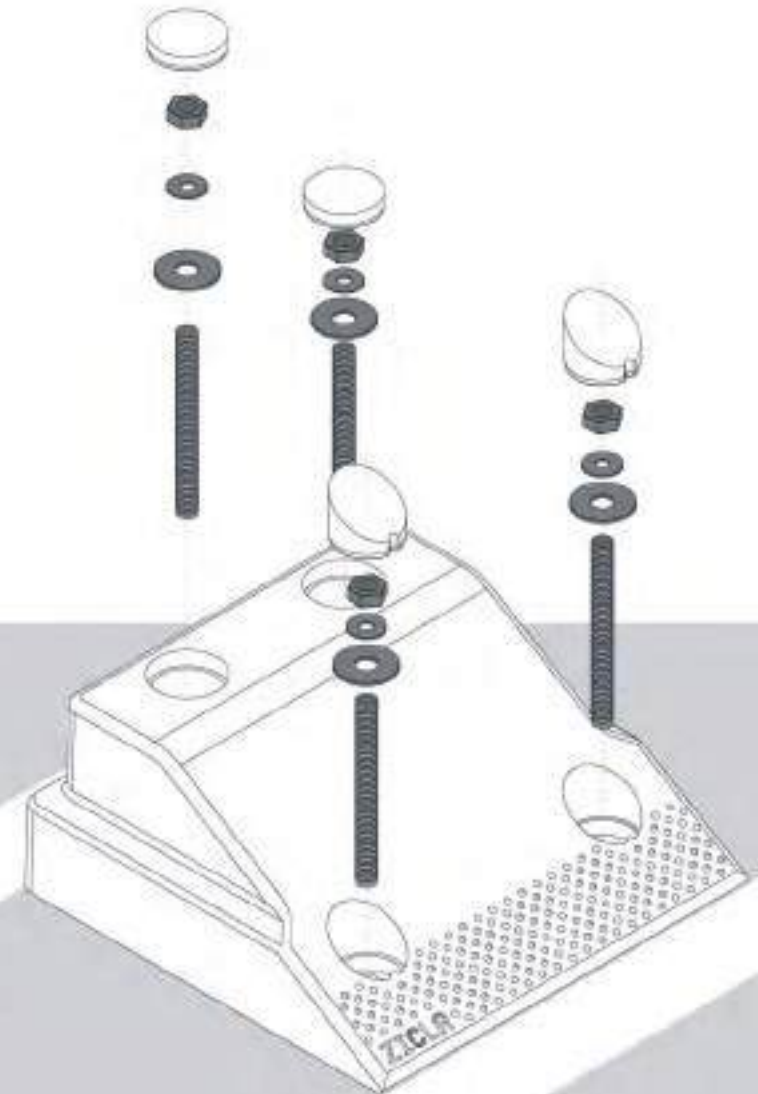
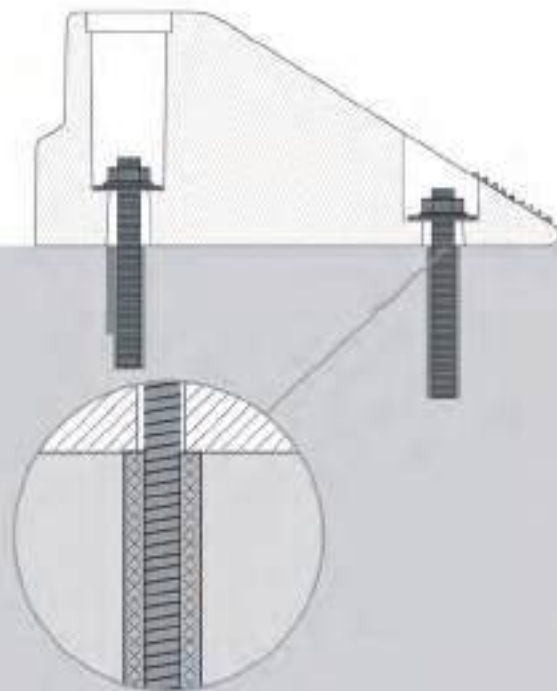


Zipper® A & Zipper® A | Zero - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS-U 5.8 15/32" x 6'19/64' (includes washer and nut).
- **Resin:** HIT HY - 10.
- **Extra washer** (included with the module)

The amount of resin used for each anchor is **0.38 oz.fl (x4)**.

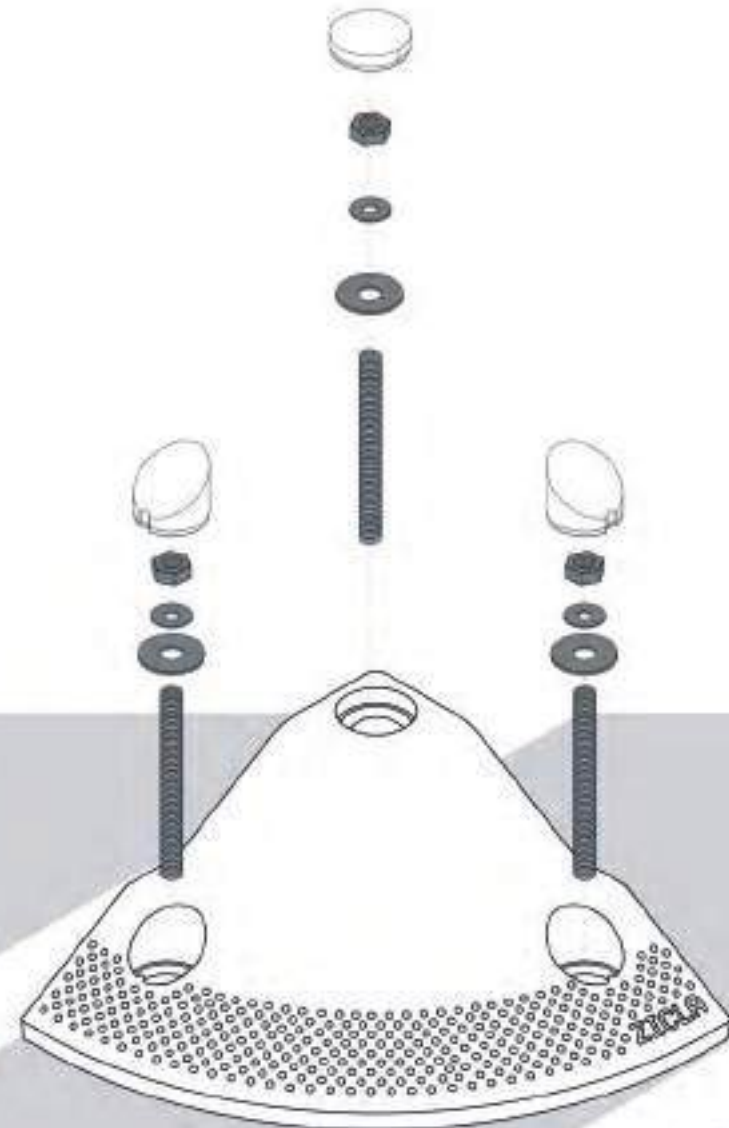
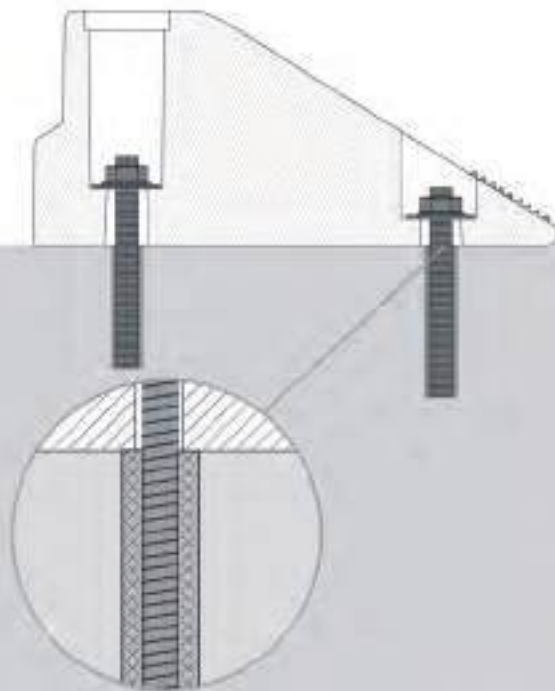


Zipper® B & Zipper® B | Zero - Chemical anchors.

The anchors used for this type of installation, include:

- **Rod:** HAS-U 5.8 15/32" x 6'19/64' (includes washer and nut).
- **Resin:** HIT HY - 10.
- **Extra washer** (included with the module)

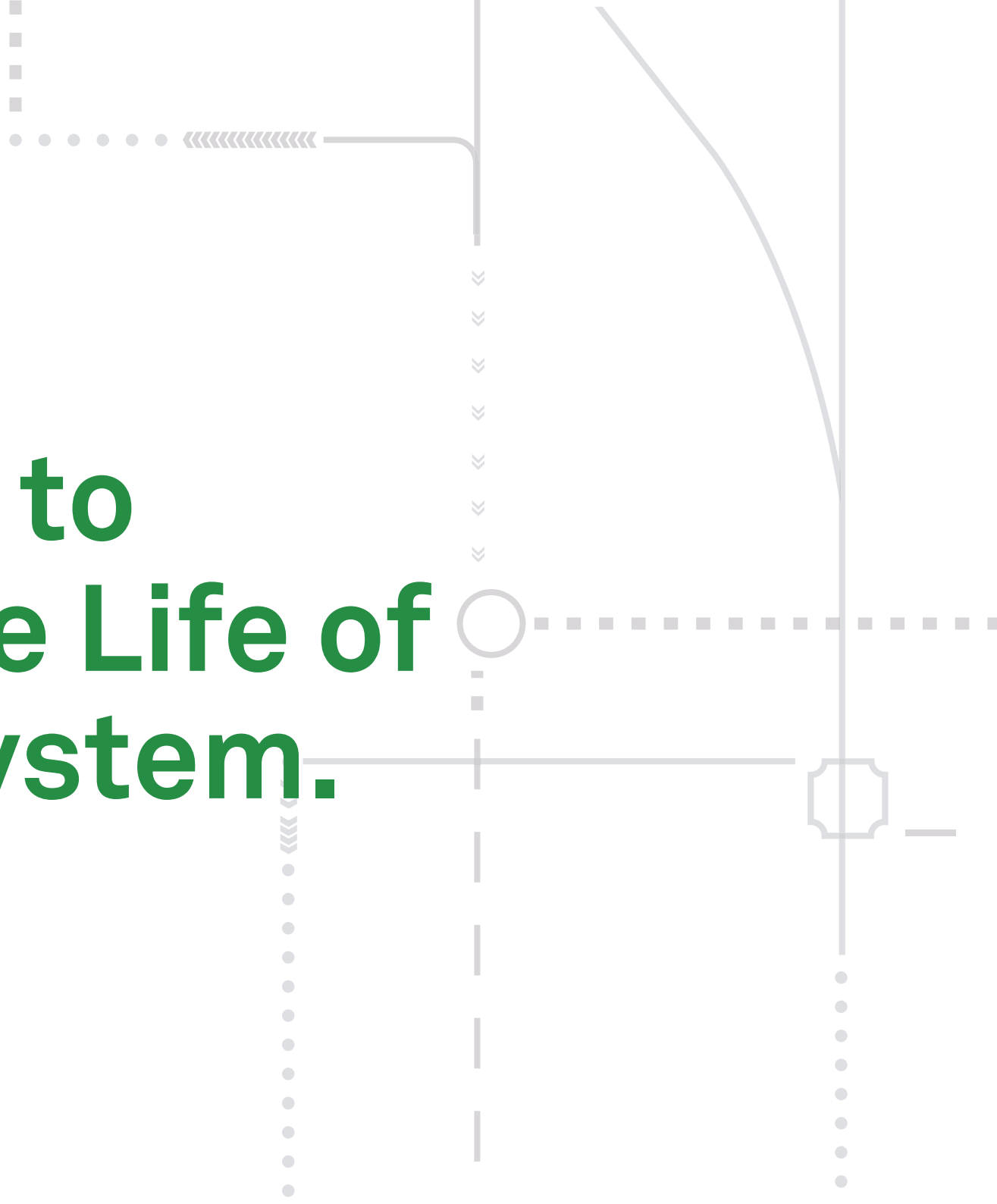
The amount of resin used for each anchor is **0.285 oz.fl (x3)**



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Annex 3 - Measures to Extend the Life of Zipper[®] system.

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Measures to extend the service life of the Zipper® system.

Zipper® system modules can suffer damage and breakage but nevertheless continue to fulfil their role:

- Normally, after suffering an impact, the module, neither separate from the road surface, nor wobbles; it remains in place and it does not break or crack.
- The Zipper® system modules continue to fulfil its function as long as the retro-reflective surface continues to be visible in low light and the anchor system is not exposed. If any of these two conditions is not fulfilled, the module must be repainted or replaced.

Additionally, if Zipper® modules have been fully pulled out, this may indicate that they have not been properly anchored to the pavement. This may be due to the use of an improper type of anchor or bolt size.

Measures to extend the service life of the Zipper® system.

Preventive maintenance should begin during the design phase of the project with the aim of extending the service life of the Zipper® system modules. The need to replace a module more than once a year may indicate a defective design in the original design of the project, or in its installation.

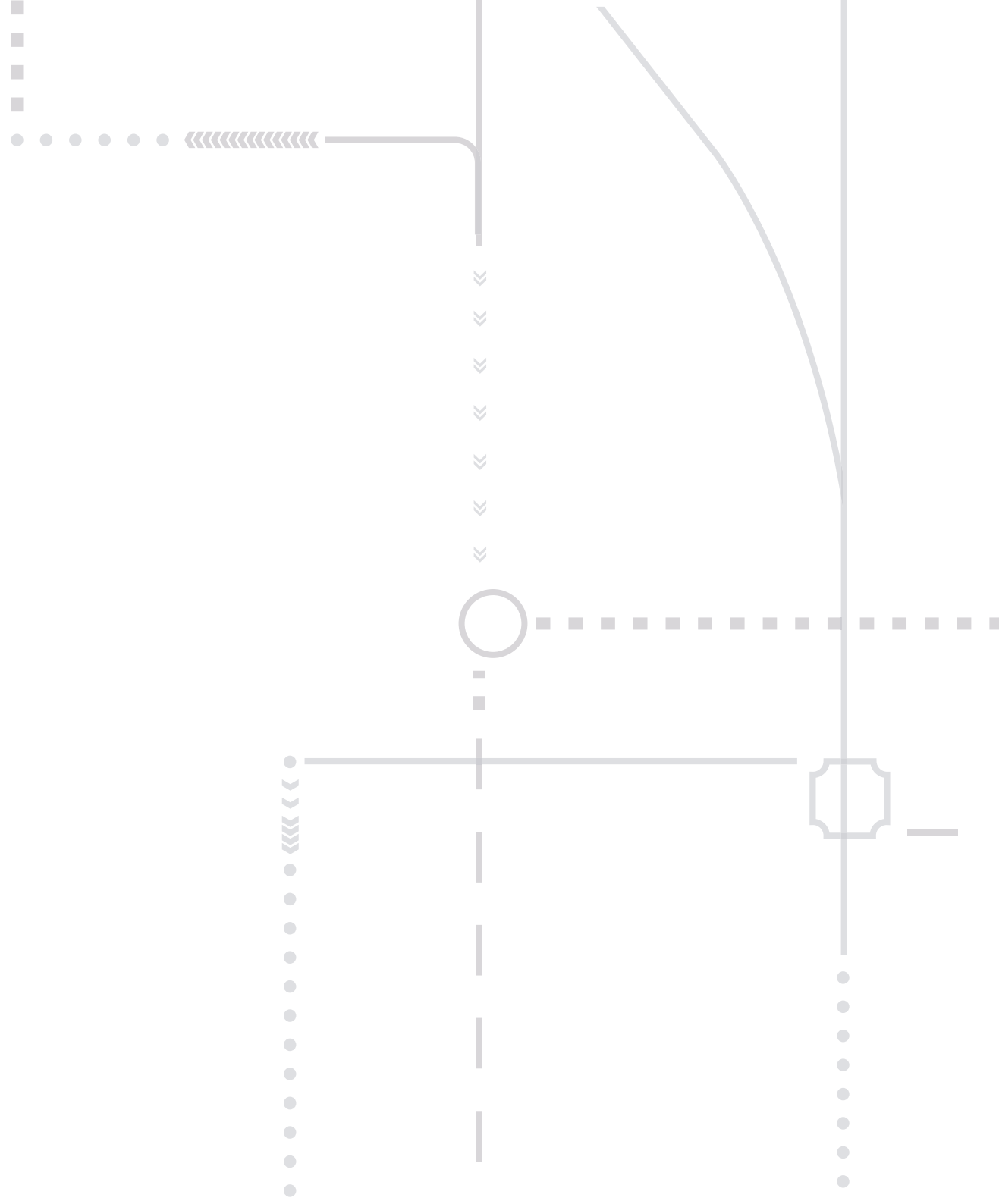
The basic points to consider are:

- To reduce the overexposure of the modules of the Zipper® system. The highly exposed areas tend to be those at the beginning of the bike lanes and in the proximity of the crossings where the motor vehicles turns are made. In these areas the damage to the modules may be more obvious and/or frequent and it will be necessary to foresee:
 - A higher maintenance level and frequency for the Zipper® system modules.
 - A lower separation between modules of the Zipper® system.
 - More frequent replacement of damaged modules.
- Select the most appropriate configuration for each case.
- Choose the most appropriate anchors.
- Ensure a correct installation.

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Glossary.

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ANCHORING SYSTEM

A combination of anchoring equipment and anchor assemblies that will, when properly designed and installed, resist the uplift, overturning, and lateral forces on the product and on its support and foundation system.

BUFFER

The space between two painted lines that creates a separation between bicycles and other motor vehicles.

CHEMICAL ANCHORS

Element fasteners that rely on a structural chemical bond based generally on a single or dual component resin.

BIKE LANE

Lane for bicycle users, segregated to a large degree from motorized vehicle traffic, except at junctions, access to service bays, etc., and normally installed on the road.

BIKE LANE SEPARATOR

Element of urban furniture, whether continuous such as a Curb, or discontinuous such as Zipper® and Zipper® | Zero modules, which create a greater segregation of the bike lane from motorized vehicle lanes.

MECHANICAL ANCHORS

Element fasteners that utilize friction to obtain holding values.

A combination of anchoring equipment and anchor assemblies that will, when properly designed and installed, resist the uplift, overturning, and lateral forces on the product and on its support and foundation system.

PAVEMENT

The artificially covered surface of a public thoroughfare.

QUICK-BUILD

Designed to be assembled very quickly.

REFLECTIVE MATERIAL

Material which retroreflects part or all incidental light.

ROAD

A thoroughfare, route, or way on land between two places that has been paved or otherwise improved to allow travel by motor vehicle.

ROADWAY MARKINGS

Horizontal signage element. Painted indications on the pavement, generally white to contrast with the dark asphalt, or yellow in areas where roadwork is being performed.

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2026 CITY OF LITTLETON SURFACE SEAL
GENERAL NOTES

GENERAL NOTES:

1. A CITY OF LITTLETON RIGHT OF WAY PERMIT AND FORMAL NOTICE TO PROCEED SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF WORK.
2. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED FOR REVIEW AND APPROVED BY THE CITY OF LITTLETON PRIOR TO THE START OF WORK. TRAFFIC CONTROL PLANS SHALL INCLUDE ANY NECESSARY PEDESTRIAN DETOURS AND SIGNAGE FOR EXISTING BIKE LANES.
3. ALLOWABLE LANE CLOSURE HOURS ALONG PENNSYLVANIA STREET SHALL BE FROM 9:00 AM – 3:00 PM ON MONDAYS, TUESDAYS, THURSDAYS, AND FRIDAYS. ALLOWABLE LANE CLOSURE HOURS ALONG PENNSYLVANIA ST ON WEDNESDAYS SHALL BE FROM 10:00 AM – 3:00 PM.
4. ALLOWABLE LANE CLOSURE HOURS ALONG IRVING STREET SHALL BE FROM 8:30 AM – 4:30 PM.
5. ZICLA ZEBRA 9 AND ZICLA ZEBRA 13 SPECIFICATION SHEET AND INSTALLATION INSTRUCTIONS SHALL BE OBTAINED FROM THE MANUFACTURER. ZICLA ZEBRA PRODUCTS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
6. ALL VERTICAL FLEX POSTS SHALL BE GREEN 36” TALL TUBULAR SURFACE MOUNTED SHUR-FLEX, MANUFACTURED BY SHURE-TITE. ALL FLEX POSTS SHALL HAVE WHITE REFLECTIVE SHEETING PER MANUFACTURER’S SPECIFICATIONS. BOLTED INSTALLATION SHALL BE USED. ALL FLEX POSTS, BASES, AND INSTALLATION HARDWARE SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
7. STAGING AND STORAGE AREA FOR MATERIALS SHALL BE IDENTIFIED BY THE CONTRACTOR.
8. A PREMARKING LAYOUT INSPECTION SHALL BE CONDUCTED BY THE CITY OF LITTLETON PRIOR TO THE INSTALLATION OF ANY BIKE LANE PROTECTION AND PAVEMENT MARKING MATERIALS.
9. THE CONTRACTOR SHALL PROVIDE THE CITY OF LITTLETON 48 HOURS ADVANCED NOTICE TO SCHEDULE INSPECTIONS.
10. ONCE WORK HAS BEEN STARTED, CONTINUOUS PROGRESS TOWARD COMPLETION OF THE PROJECT SHALL BE MADE BY THE CONTRACTOR UNLESS OTHERWISE APPROVED BY THE CITY OF LITTLETON PROJECT ENGINEER.
11. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ADJACENT PROPERTY OWNERS SEVEN DAYS PRIOR TO THE START OF WORK. THIS NOTIFICATION SHALL INCLUDE CONTACT INFORMATION FOR AN ON-SITE REPRESENTATIVE FROM THE CONTRACTOR, AS WELL AS ESTIMATED DATES OF IMPACT.
12. TEMPORARY NO PARKING SIGNS SHALL BE PLACED 48 HOURS PRIOR TO THE START OF WORK.

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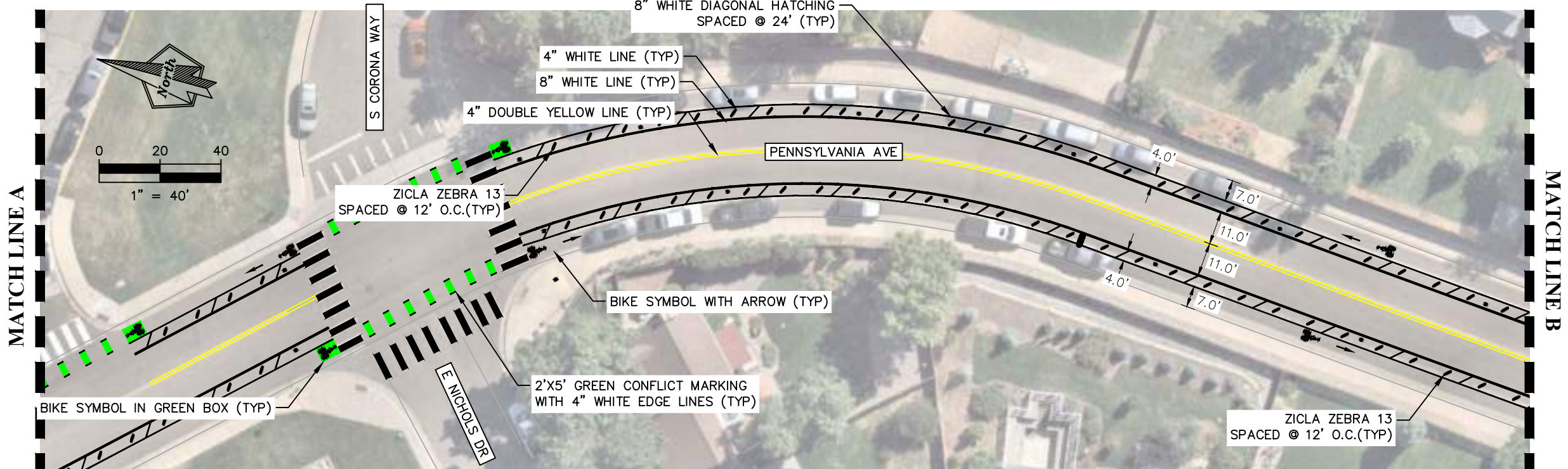
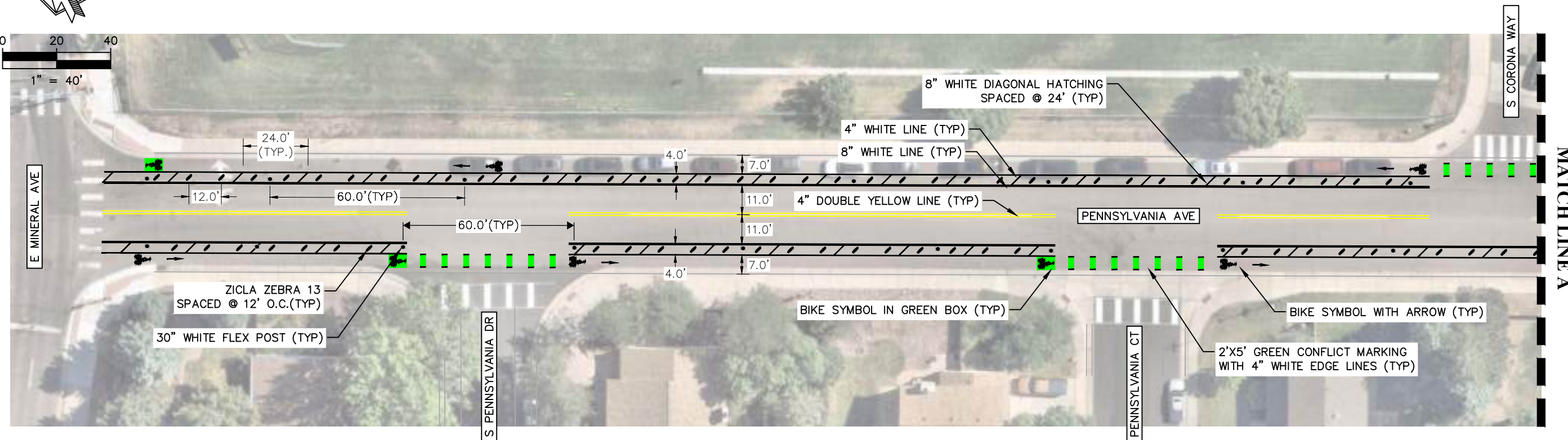
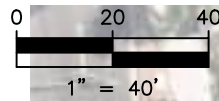
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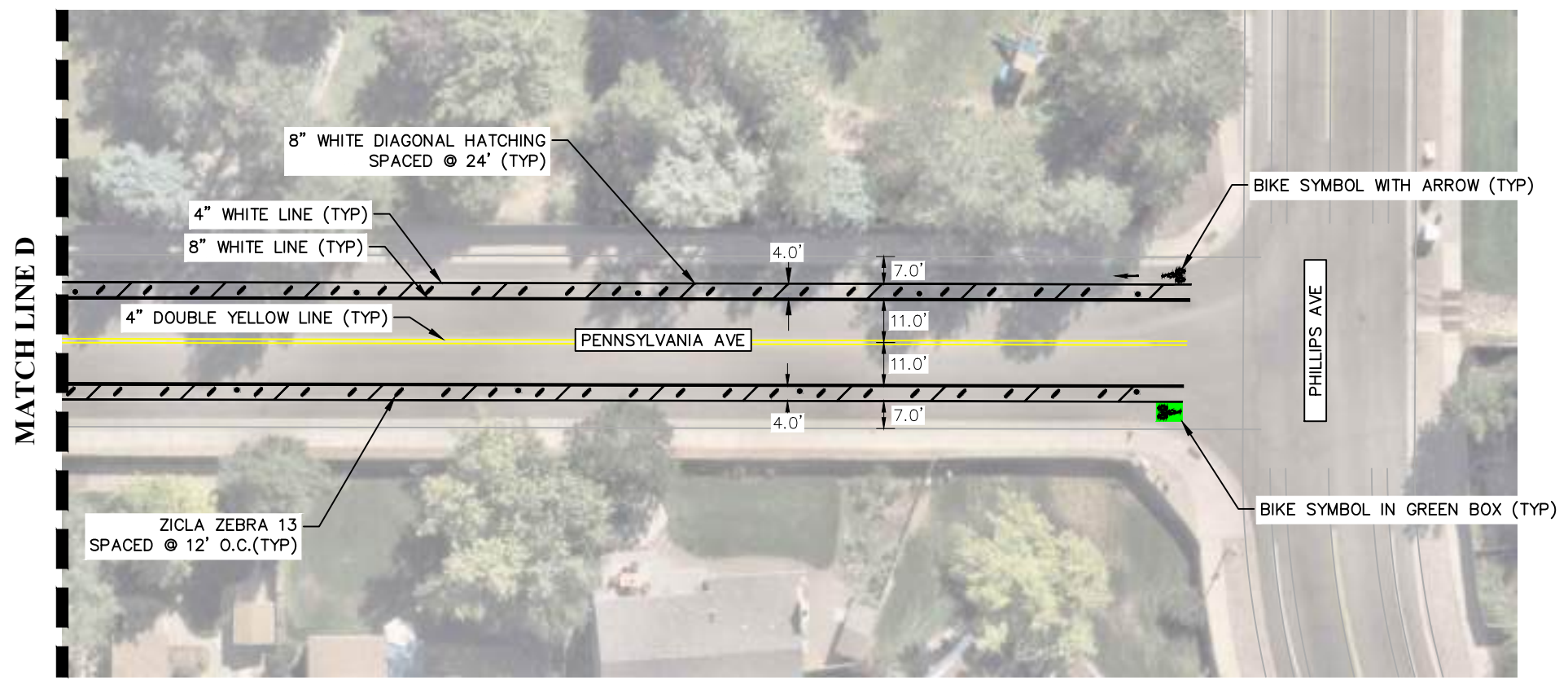
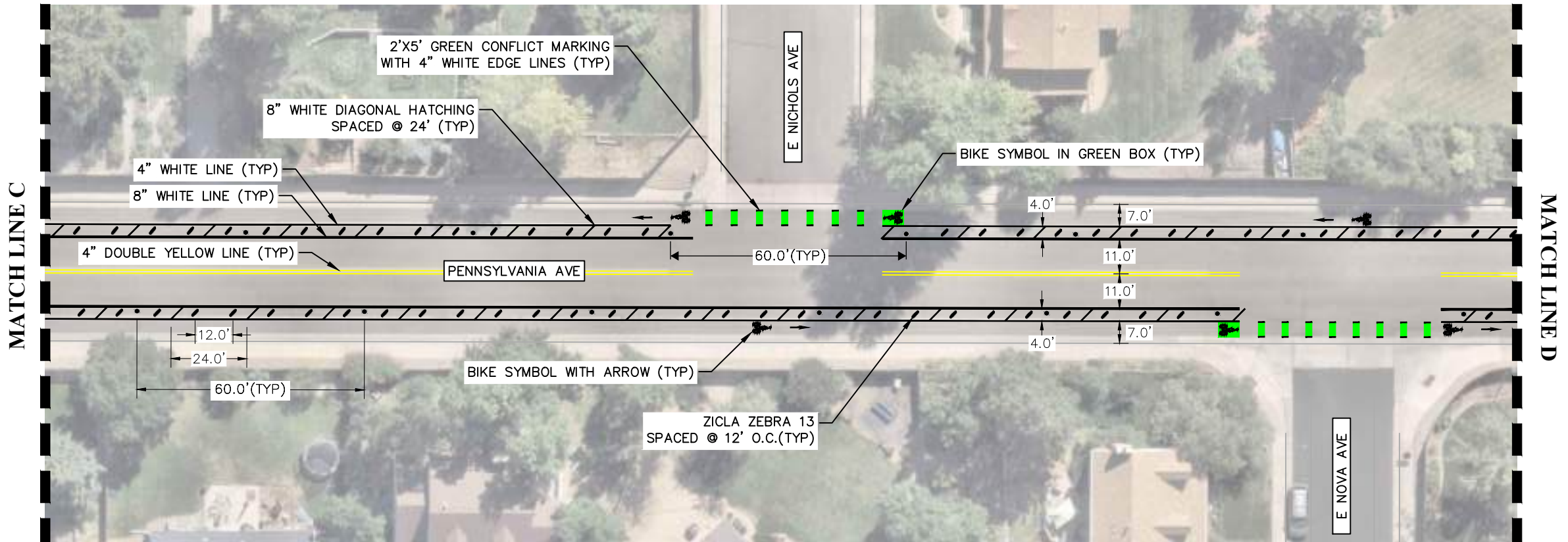
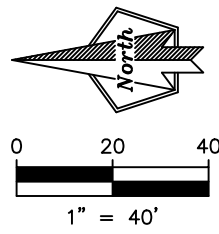
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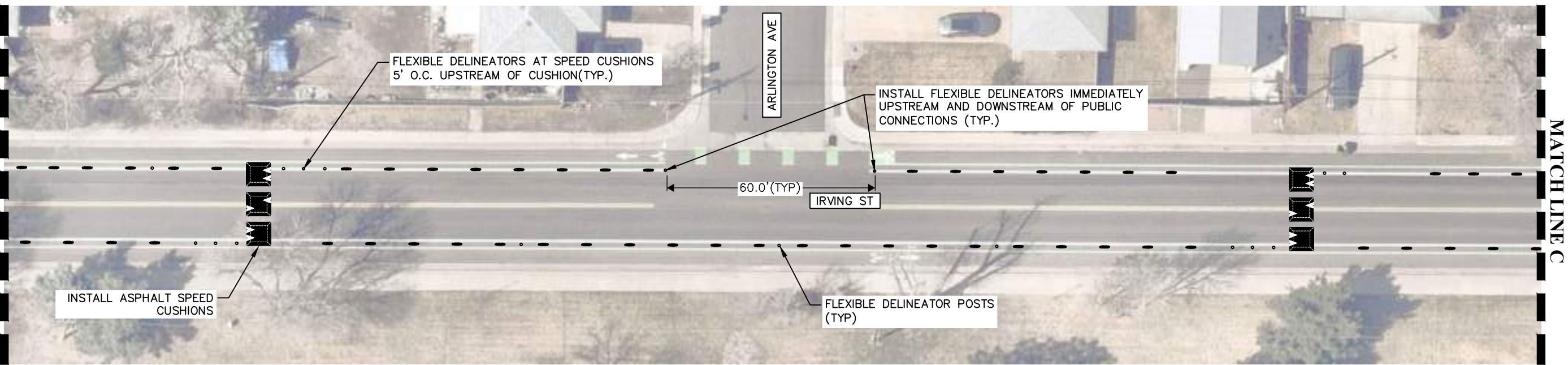
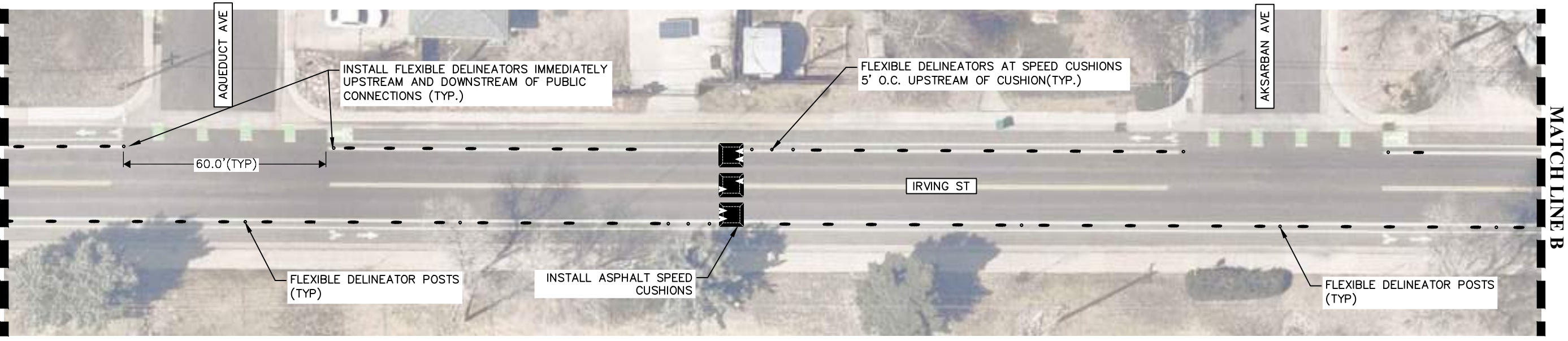
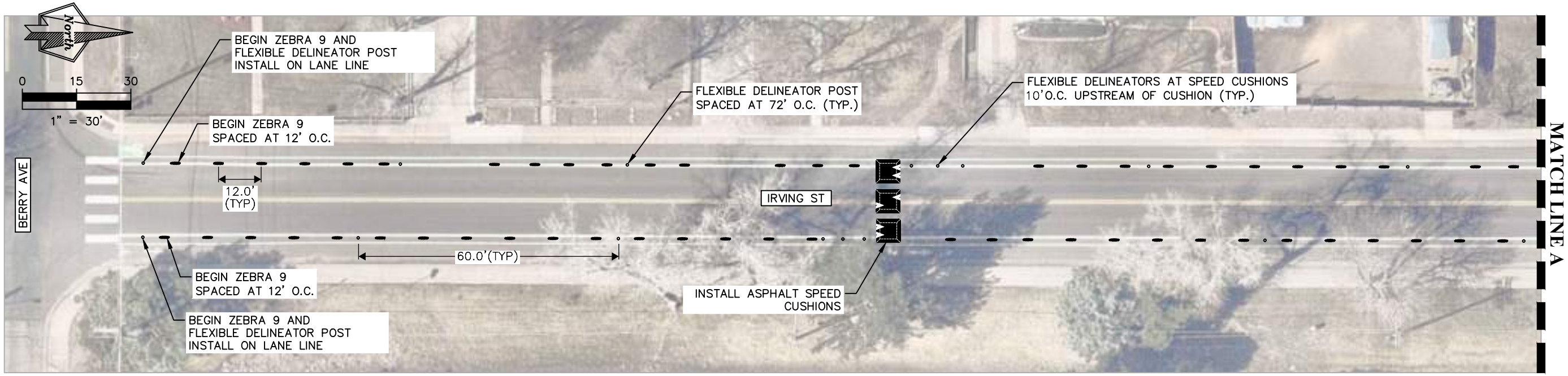
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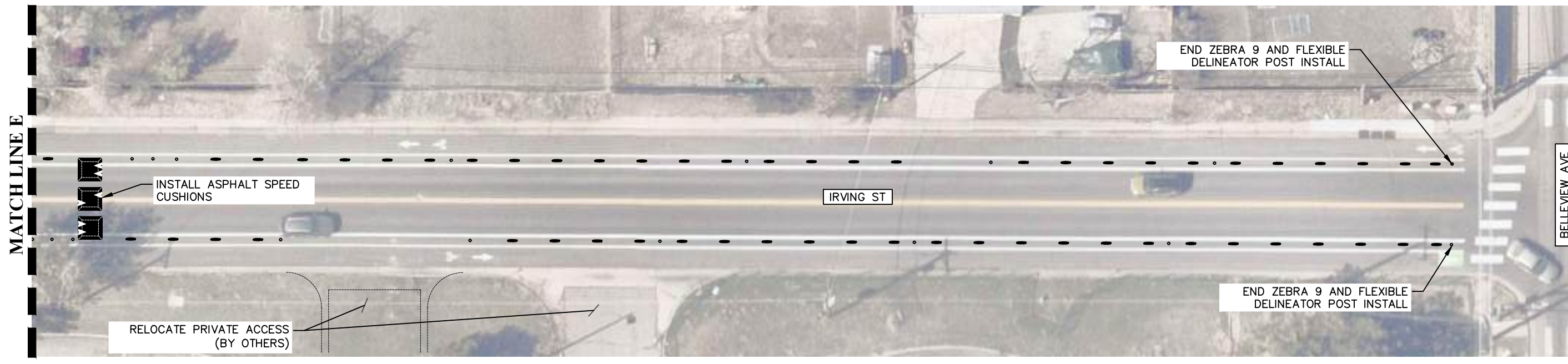
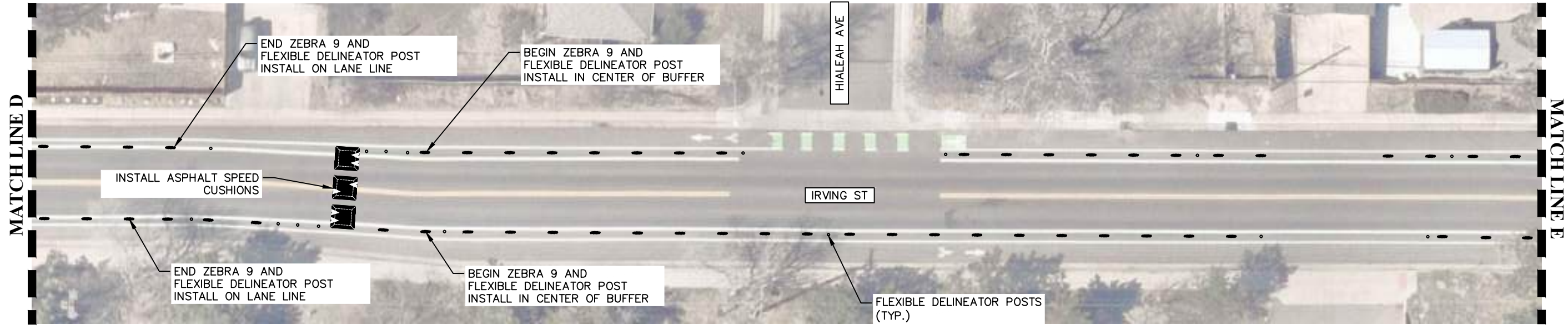
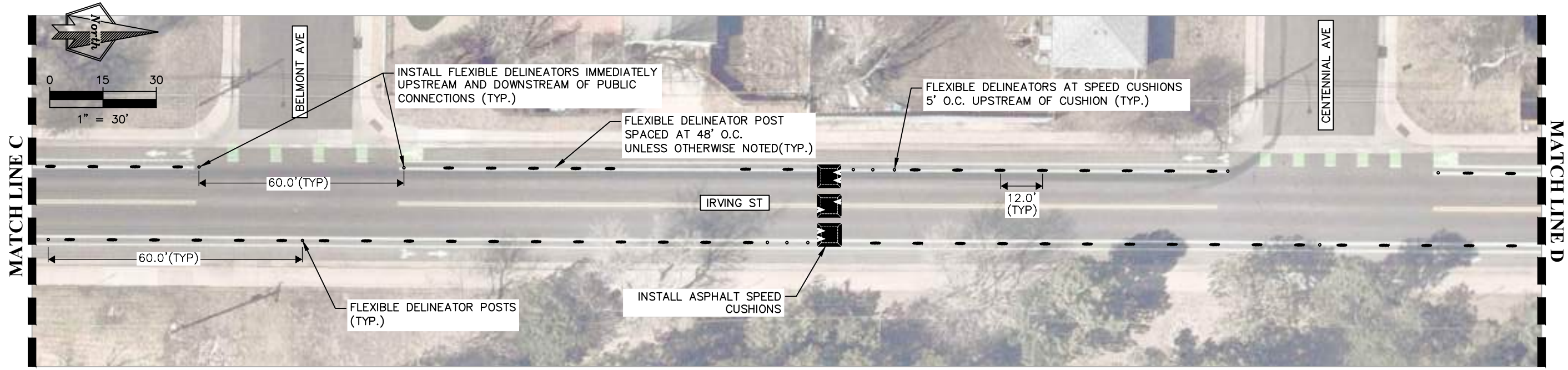
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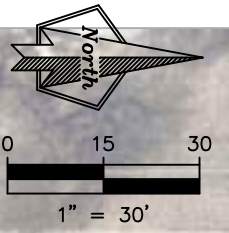
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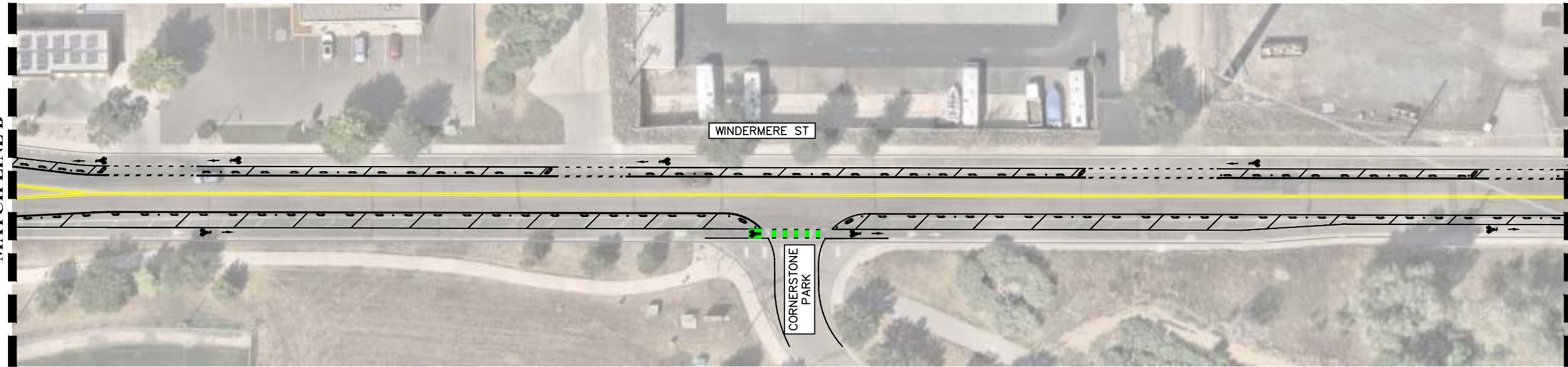
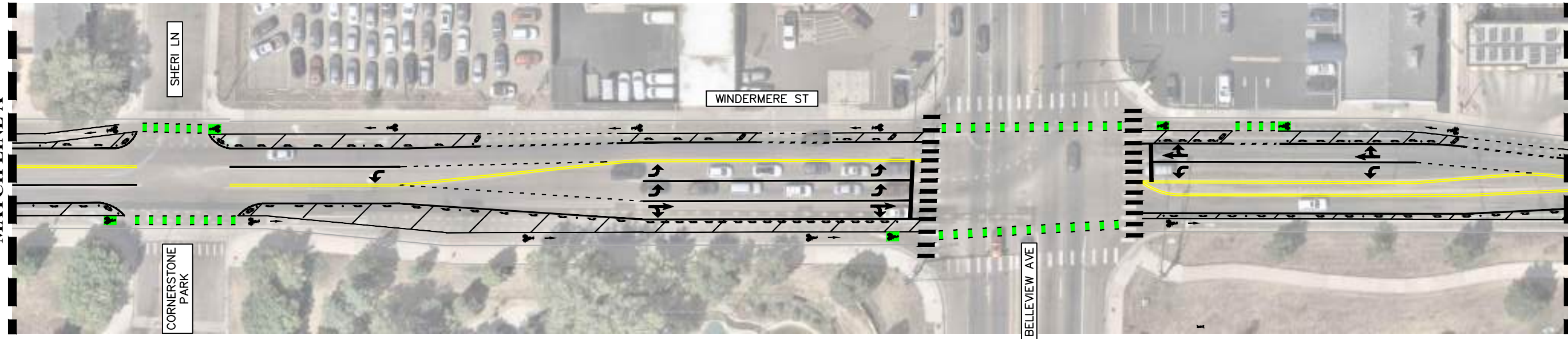
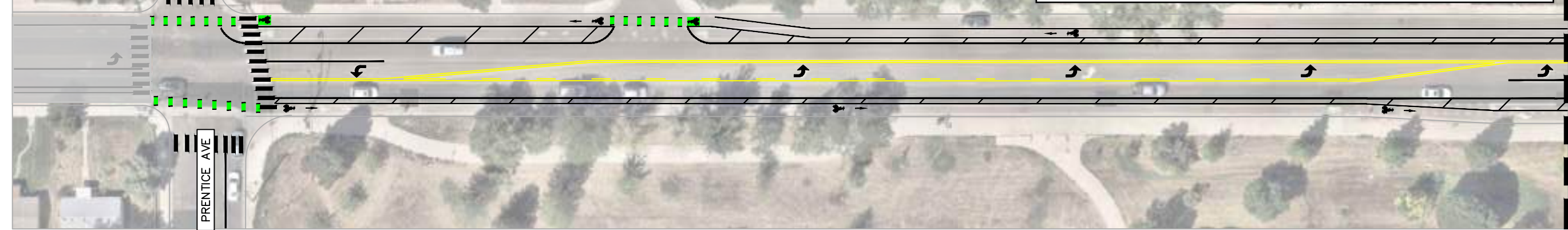
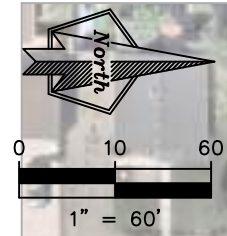


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- 5' BIKE LANES
 - 3' MINIMUM BUFFER
 - 10' TRAVEL LANES
 - 11' TURN LANES AT BELLEVIEW INTERSECTIONS
 - STRIPED BIKE LANE BUFFERS THROUGHOUT
 - PROTECTED BIKE LANES FROM SHERI LN TO LAYTON AVE
 - ZICLA ZIPPER - 16' SPACING (TYP), 8' SPACING AT BELLEVIEW INTERSECTION APPROACHES
 - WHITE 36" FLEX POSTS, SPACED AT 64'
 - REMOVAL OF NORTH AND SOUTHBOUND RIGHT TURN LANES AT BELLEVIEW AVE
 - ALL STRIPES: MODIFIED EXPOXY
 - ALL SYMBOLS AND CROSSWALKS: THERMOPLASTIC

PROJECT NUMBER

25-02

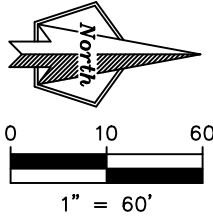
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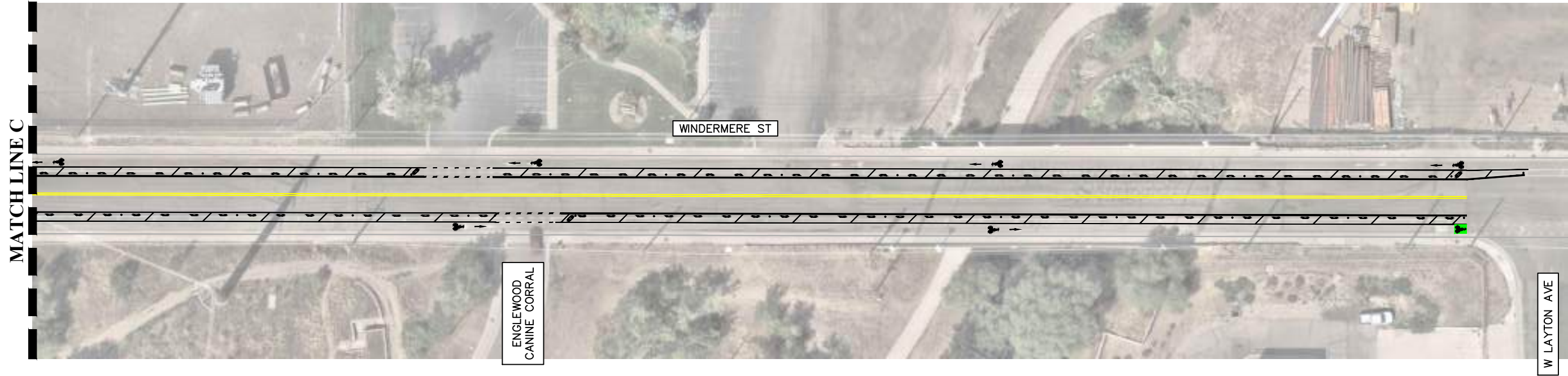


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- TYPICAL FEATURES:
- 5' BIKE LANES
 - 3' MINIMUM BUFFER
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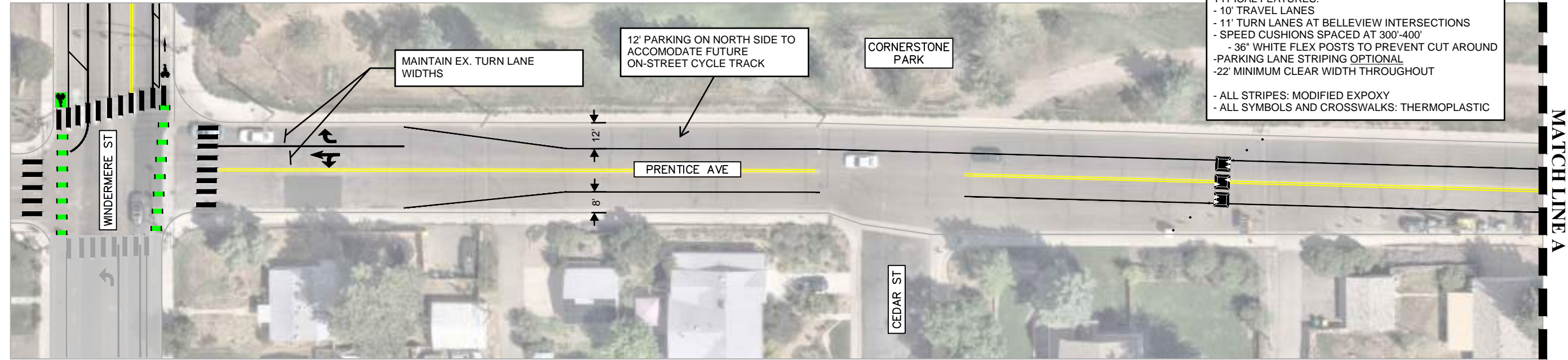
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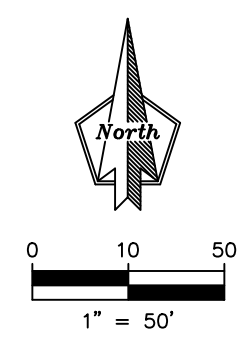
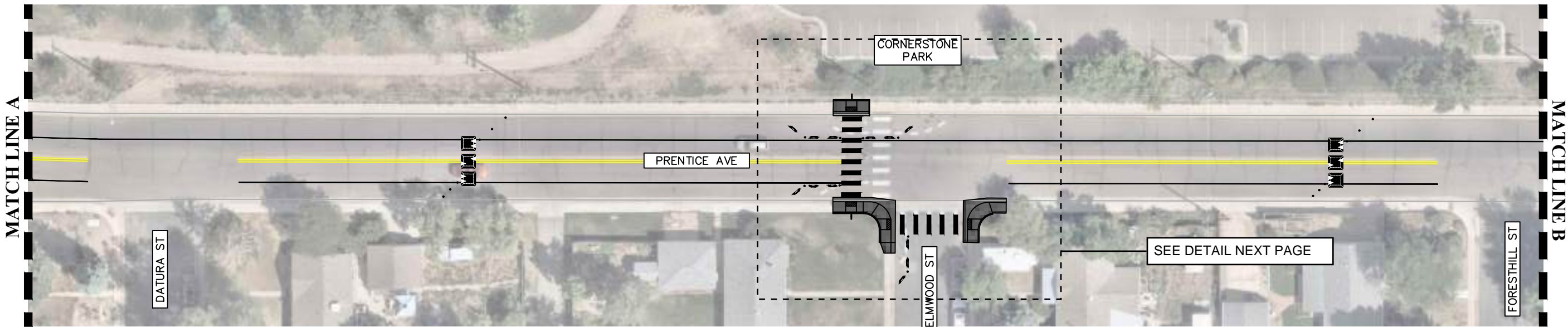
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- TYPICAL FEATURES:
- 10' TRAVEL LANES
 - 11' TURN LANES AT BELLEVUE INTERSECTIONS
 - SPEED CUSHIONS SPACED AT 300'-400'
 - 36" WHITE FLEX POSTS TO PREVENT CUT AROUND
 - PARKING LANE STRIPING OPTIONAL
 - 22' MINIMUM CLEAR WIDTH THROUGHOUT
- ALL STRIPES: MODIFIED EXPOXY
 - ALL SYMBOLS AND CROSSWALKS: THERMOPLASTIC

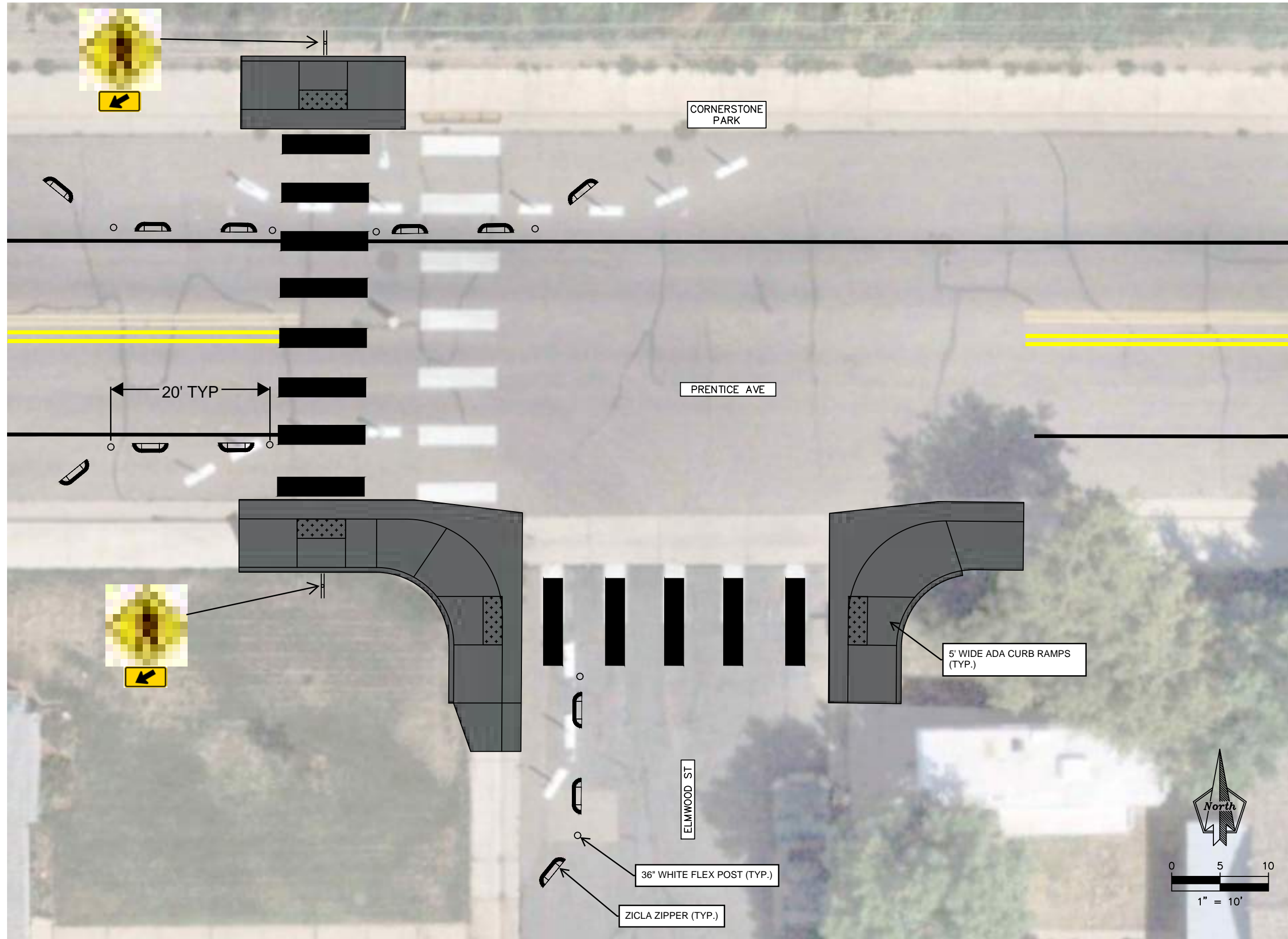


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 PRENTICE AVE

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Detailer	KDM
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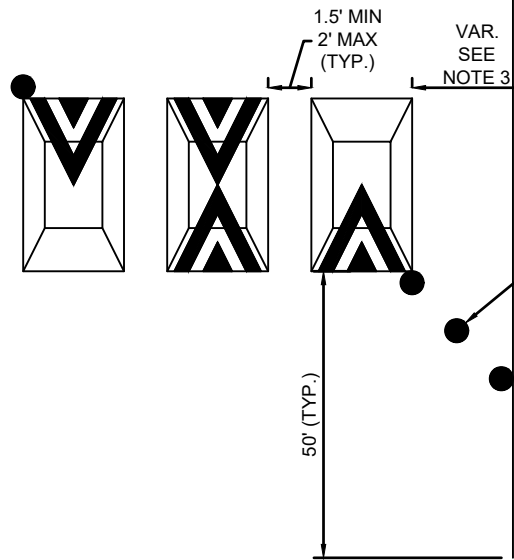


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W13-1P

WHITE FLEX POST
SEE NOTE 1



WHITE FLEX POST
SEE NOTE 2



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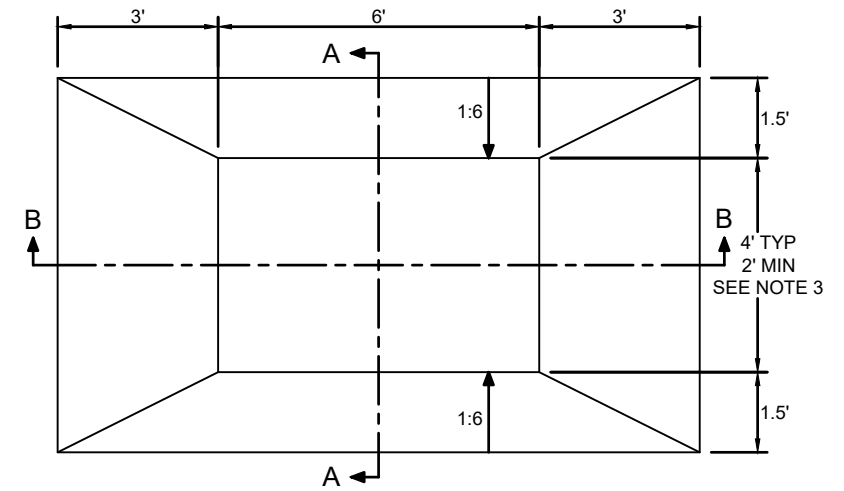


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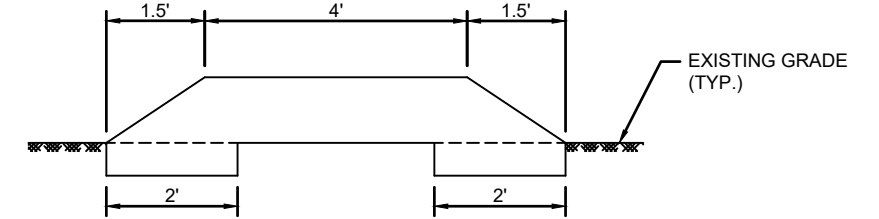
NOTE

1. ON CORRIDORS WITH ON-STREET BIKE LANES, FLEX POSTS SHOULD BE PLACED ON THE APPROACH STARTING 50' PRIOR TO SPEED CUSHIONS AT 10' SPACING, AVOIDING DRIVEWAYS, CROSSINGS, AND OTHER ACCESSES.
2. ON CORRIDORS WITH ON-STREET PARKING BUT NO ON-STREET BIKE LANES, FLEX POSTS SHOULD BE PLACED IN A WAY TO PREVENT VEHICLES FROM BYPASSING SPEED CUSHIONS, AS APPROVED BY THE CITY ENGINEER, WITH A RECOMMENDED MAXIMUM SPACING OF 5 FEET, EQUALLY SPACED OVER A 2:1 TAPER RATIO.
3. ON CORRIDORS WITH ON-STREET BIKE LANES, SPEED CUSHION WIDTH AND SPACING SHALL BE DESIGNED TO NOT EXTEND INTO BIKE LANE. CENTER SPEED CUSHION SHALL MATCH STANDARD TO ALLOW EMERGENCY VEHICLES TO TRAVERSE. OUTSIDE SPEED CUSHIONS MAY NARROW AT TOP TO A MINIMUM WIDTH OF 2 FEET.
4. SPEED HUMP SIGN SHOULD BE SUPPLEMENTED WITH ADVISORY SPEED PLAQUE. IF A SERIES OF SPEED CUSHIONS EXISTS IN CLOSE PROXIMITY, ADVISORY SPEED PLAQUE MAY BE ELIMINATED ON ALL BUT THE FIRST SPEED CUSHION IN THE SERIES.

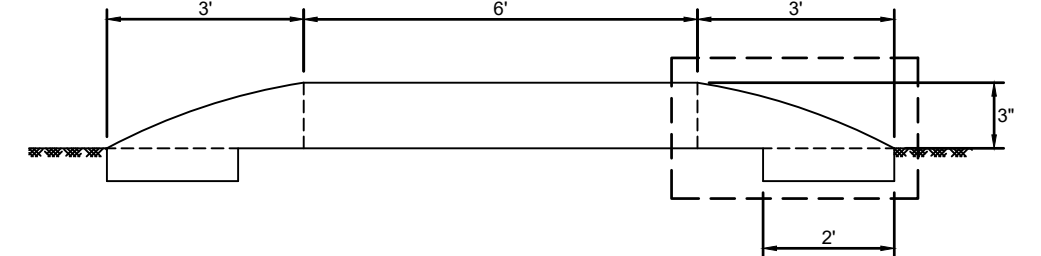
CUSHION PLAN VIEW



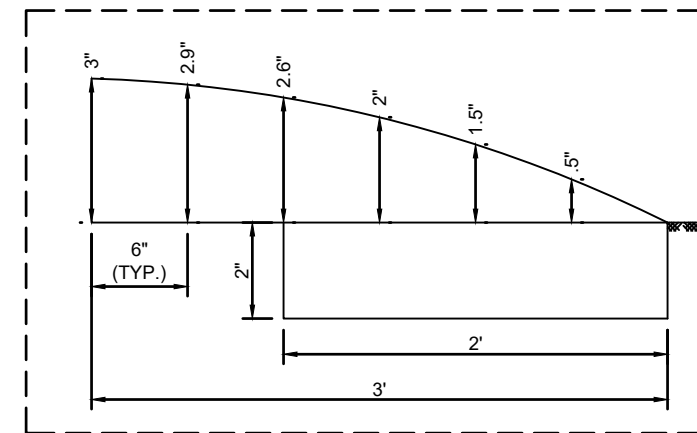
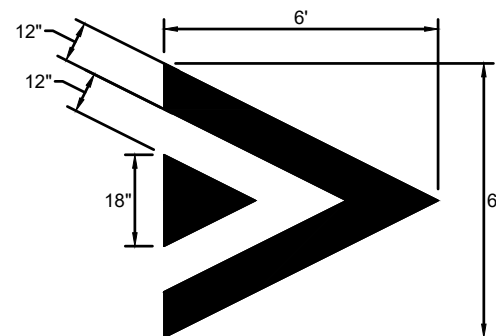
SECTION A-A



SECTION B-B



PAVEMENT MARKING DETAIL



DIMENSIONS IN DETAIL ABOVE ONLY APPLICABLE TO CONCRETE AND ASPHALT SPEED CUSHIONS

SPEED CUSHION



LITTLETON TRAFFIC CALMING
DESIGN GUIDANCE

SHEET
1



Zipper® Double A



Zipper® B

Zipper®



B-2A-B configuration

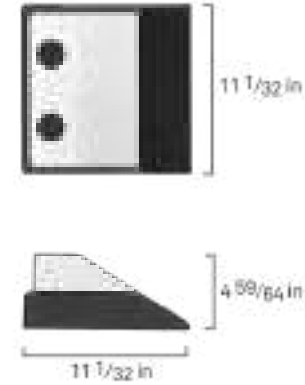
This configuration consists of one Double A module or two A modules from the Zipper® system in the center and a B module at each end. The distance between each B2AB set can be shortened to make the cycle lane more resilient to intrusion, thereby increasing safety in areas with heavy traffic or near intersection.



Zipper® A





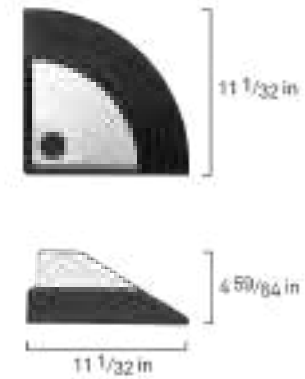
 11 lb 7 oz
 18 lb 2 oz of CO₂ equiv/u



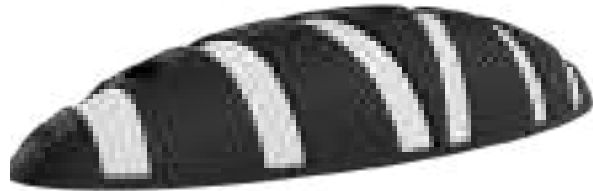
Zipper® B



 7 lb 15 oz
 14 lb 915oz of CO₂ equiv/u

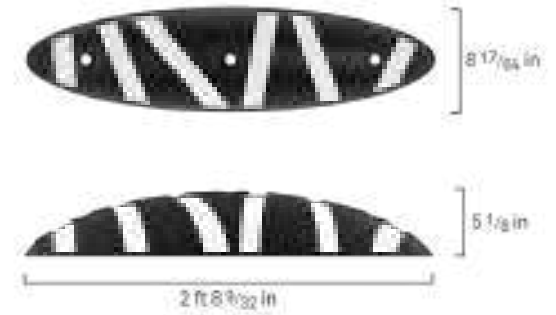


Zebra® 13




 18 lb 12 oz


 19 lb 13 oz of CO₂ equiv/u

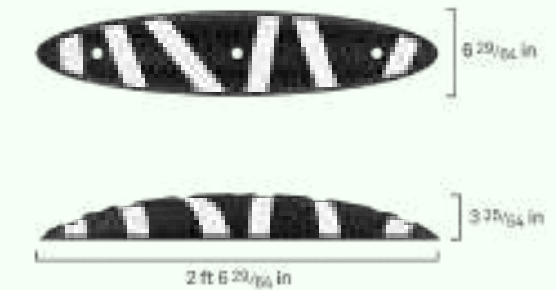


Zebra® 9



 9 lb 15 oz

 12 lb 9 oz of CO₂ equiv/u

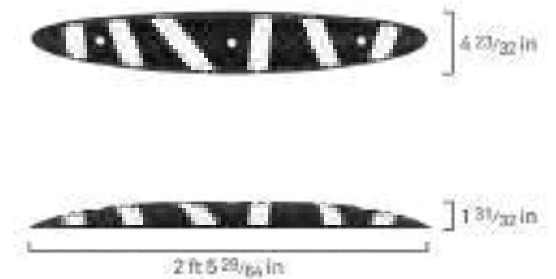


Zebra® 5

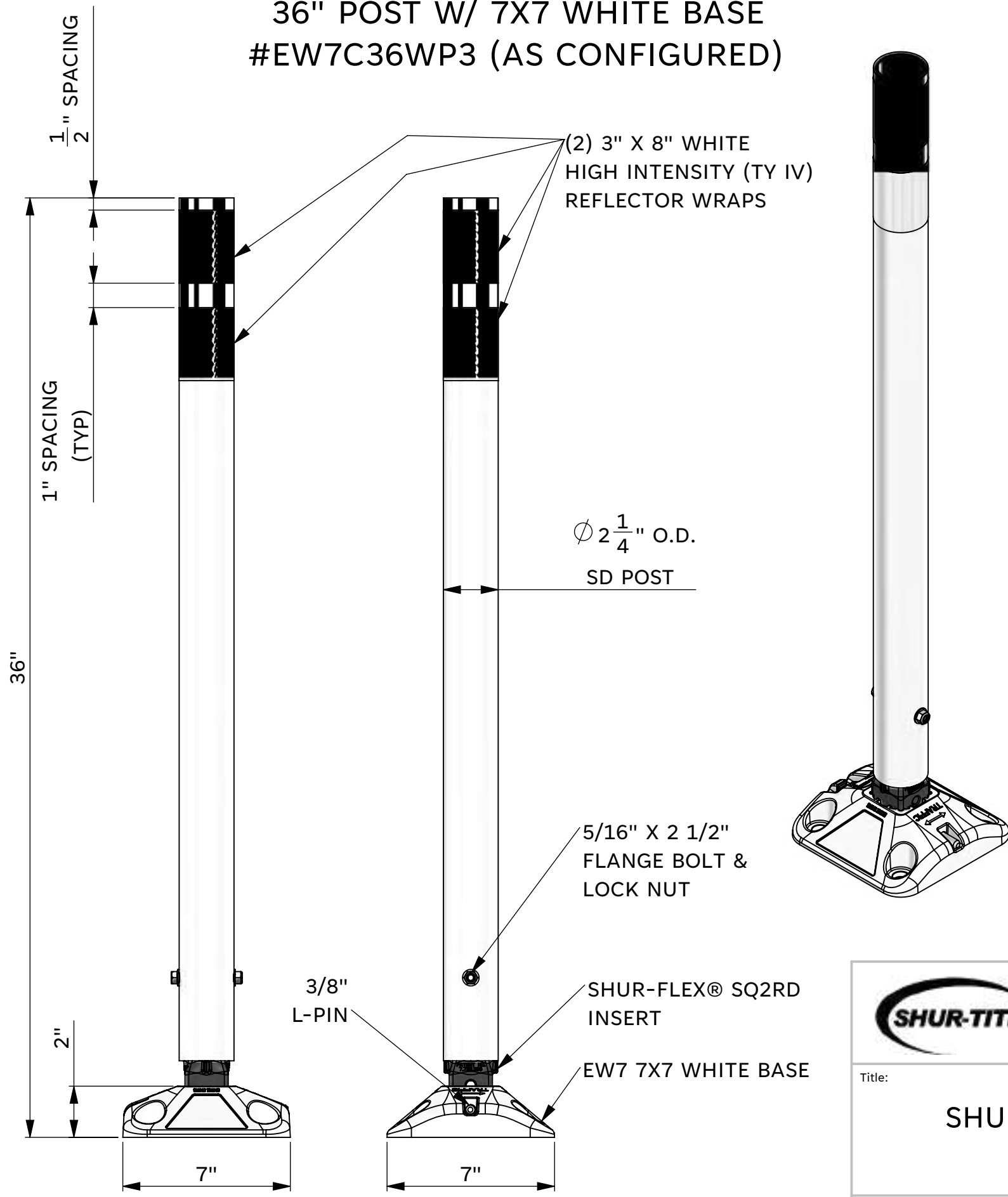


 4 lb 3 oz

 7 lb 2 oz of CO₂ equiv/u



SHUR-FLEX® SURFACE MOUNT WHITE 36" POST W/ 7X7 WHITE BASE #EW7C36WP3 (AS CONFIGURED)



Post Type:	
X	Round Top
	Flat Top

Post Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(B) Black

Base Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(B) Black

Post Height:	
	18"
	24"
	28"
X	36"
	42"
	48"
	54"
	60"

Sheeting Type:	
X	Type III/IV High Intensity
	Type V AR1000
	Type XI Diamond Grade

Sheeting Size:	
	3" X 3"
	3" X 4"
X	3" X 8" (Wraps)
	3" X 9"
	3" X 12"

Sheeting Colors:	
X	(W) White
	(Y) Yellow
	(O) Orange
	(R) Red
	(G) Green
	(B) Blue

 SHUR-TITE® PRODUCTS (512) 218-9500 www.shur-tite.com			
		Title: <h2>SHUR-FLEX® SURFACE MOUNT 36" WHITE POST</h2>	
Date:	09/12/23	Item #:	EW7C36WP3

Exhibit F

**PROJECT SPECIAL PROVISIONS
MODIFICATIONS TO COLORADO DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS**

The technical specifications for this project shall be the Colorado Department of Transportation 2025 Standard Specifications for Road and Bridge Construction, Littleton Engineering Design Standards (LEDS) and the most current version of the Metropolitan Government Pavement Engineers Council (MGPEC) standards. The following special provisions supplement or modify the Standard Specifications and Supplemental Specifications and take precedence over the Standard Specifications, Supplemental Specifications, and plans.

PROJECT SPECIAL PROVISIONS

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NOTICE TO BIDDERS

Pursuant to subsections 102.04 and 102.05, it is recommended that bidders on this project review the work site and plan details prior to submitting a bid.

All inquiries and questions must be submitted in writing to the City of Littleton Procurement Manager (IFB Designated Contact). From the date of issuance of the IFB through completion of the selection process, any proposer who contacts City employees other than the Designated Contact may be disqualified from further participation in the selection process, at the City's sole discretion. This supersedes any other subsections containing conflicting instructions regarding who to contact during the bid process.

The City will not be responsible for any oral instructions or interpretations given by or to anyone. It shall be conclusively presumed that the proposer did, before submitting a bid, closely review the IFB, all exhibits/attachments, and other items relevant to the IFB. The above-referenced individual is the only City representative with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements.

COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract within seven (7) calendar days after date of the "Notice to Proceed" work shall be completed within **90 Calendar Days**. Minimum Salient features to be shown on the Contractor's Progress Schedule are:

- 1) ROW Use Permit
- 2) Traffic control setup per the approved MHT's for each phase of work.
- 3) Public Notification
- 4) Erosion Control
- 5) Removal of Existing Pavement Markings
- 6) Sweeping/Cleaning of Road Surface
- 7) Application of Surface Seal – Slurry Seal and Chip Seal
 - a) Sweeping (Chip Seal)
 - b) Fog Coat (Chip Seal)
- 8) Signing
- 9) Installation of Pavement Markings
- 10) Installation of Traffic Calming Devices
- 11) Clean Up
- 12) Landscape/Irrigation Repair (as necessary).
- 13) Final Acceptance

All work on the streets stated below are within a highly trafficked area of a school, therefore shall be completed prior to **August 11, 2026, between the hours of 7am and 7pm**. Completion shall include all slurry or chip seal activities. If work is not completed prior to the milestone date, then working hours will be reduced to the hours of 8:00 a.m. to 4:00 p.m. on residential and arterial streets with the roadway available to traffic at 4:00 p.m., and 9:00am to 3:00pm in school zones with the roadway available to traffic at 3:00pm. Anticipated schools to be impacted at this time include:

- John Wesley Powell Middle School
- Little Raven Elementary School
- Littleton High School

**REVISION OF SECTION 101
GENERAL PROVISIONS**

SECTION 101 of the Standard Specifications is hereby revised for this project as follows:

101 DEFINITIONS & TERMS

Technical Specifications related to construction materials and methods for the work embraced under this Contract shall consist of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction* dated 2025.

Certain terms utilized in the Specifications referred to in the paragraph above shall be interpreted to have different meaning within the scope of this Contract. A summary of redefinitions follows:

- Subsection 101.28 **Department** shall mean the City of Littleton, Colorado.
- Subsection 101.29 **Chief Engineer** shall mean the City Engineer, Littleton, Colorado, or designated representative.
- Subsection 101.39 **Laboratory** shall mean Littleton, Colorado or their designated representative.
- Subsection 101.51 **Project Engineer or Project Manager** shall mean the City Engineer, Littleton, Colorado, or their designated representative.
- Subsection 101.76 **State** shall mean Littleton, Colorado (where applicable).

**REVISION OF SECTION 105
CONTROL OF WORK**

SECTION 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.17 Removal of Unacceptable Work and Unauthorized Work shall include the following:

Existing condition or damage to any adjacent infrastructure and/or structures shall be the responsibility of the Contractor to fully document prior to any work. The Contractor shall notify the Engineer of any existing damage and to confirm the various locations, and their limits, of existing damage prior to any work.

**REVISION OF SECTION 107
LEGAL RELATIONS & RESPONSIBILITY TO THE PUBLIC**

SECTION 107 of the Standard Specifications is hereby revised for this project as follows:

107.02 PERMITS, LICENSES, AND TAXES

Delete subsection 107.02 and replace with the following:

Unless otherwise specified, the Contractor shall procure all required permits and licenses; pay all charges, fees, and taxes, including permits procured for this project by others; and give all notices necessary and incidental to the due and lawful prosecution of the work. The costs of these permits will not be paid for separately, but shall be included in the work.

Prior to beginning work, the Contractor shall furnish the Engineer with a written list of all permits required for the proper completion of the contract. The list shall clearly identify the types of permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

The Contractor shall obtain at a minimum, but not limited to, the following permits:

1. City of Littleton Right-of-Way Permit (No cost to the Contractor)

107.07 Public Convenience and Safety Shall include the following:

All construction activities shall be completed Monday through Friday between the hours of 7:00 am and 7:00 pm. If work is not completed prior to **August 11, 2026**, then working hours will be reduced to the hours of 8:00 a.m. to 4:00 p.m. on residential and arterial streets with the roadway available to traffic at 4:00 p.m., and 9:00am to 3:00pm in school zones with the roadway available to traffic at 3:00pm.

The Contractor shall not perform any work on Saturdays, Sundays, Holidays and non-working hours on all other days, unless approved by the Engineer. A change in the working hours must be submitted 48 hours in advance for approval by the Engineer.

Work that interferes with traffic on holidays or the day before any holiday or holiday weekend will not be permitted. Holidays on which this restriction applies shall be those holidays recognized by the City of Littleton.

The Contractor shall provide the following services on an ongoing basis throughout the duration of the project:

- a. A contact person for the project shall be designated by the Contractor at the preconstruction conference. This individual shall be primarily responsible for maintaining communications with the Engineer and impacted residents/businesses; provide information on a regular basis to private individuals, local organizations interested in the project and the affected agencies.
- b. The following agencies shall be coordinated with on an ongoing basis:

- City of Littleton
 - South Metro Fire Rescue
 - City of Littleton Police Department
 - Adjacent Businesses/Residents
 - Adjacent Schools and Littleton Public Schools
 - RTD
- c. A letter of introduction and notice of work shall be delivered to all affected landowners and tenants at least five (5) business days and no more than ten (10) business days prior to mobilization and the commencement of work for each project site.
- d. Updates shall be on a weekly basis after mobilization and one (1) week prior to any major traffic switches.
- e. The letter shall include the following as a minimum:
- Contractor – Name, Address, Direct Phone Number
 - Field Superintendent – Name, Mobile Phone Number
 - Schedule (commencement date and duration) and description of work, including the approximate length of time operations will restrict use of roadway.
 - Information regarding private property and repair procedures
- f. The contractor shall notify each adjacent property owner in writing a minimum of forty-eight (48) hours prior to the commencement of construction activities at the corresponding address or location.
- g. Payment for the above requirements will not be made separately, but shall be included in the work.

**REVISION OF SECTION 108
PROSECUTION AND PROGRESS**

SECTION 108 of the Standard Specifications is hereby revised for this project as follows:

108.03 Schedule shall include the following:

The contractor shall provide a construction schedule at the pre-construction meeting for review by the Engineer. The schedule shall accommodate the milestone of completion of all work within one block of a school as outlined in the Commencement and Completion Section.

108.05 Limitation of Operations shall include the following:

In residential areas, the Contractor shall limit hours of operation to **7:00 a.m. to 7:00 p.m. Monday thru Friday**, or as otherwise approved in writing by the Engineer.

In non-residential areas, the Contractor is encouraged to perform work activities outlined in the Commencement and Completion section.

108.09 Failure to complete work on time shall include the following:

A daily charge will be made against the Contractor for each calendar day that work is performed outside the working times listed in 108.05, Limitation of Operations. A penalty of \$500 per occurrence will be applied as Liquidated Damages.

**REVISION OF SECTION 208
EROSION CONTROL**

SECTION 208 of the Standard Specifications is hereby revised for this project as follows:

208.01 Description shall include the following:

The Contractor shall install and maintain storm drain inlet protection at all inlets within the project work area and as directed by the Engineer. This shall be applicable when removing pavement markings and when distributing aggregate for chip seal. Inlet protection shall remain in place until completion of the fog seal and following sweeping of excess aggregate. All sediment and aggregate from operations on this project shall be removed from inlets as soon as feasible after discovery.

208.02 Description shall include the following:

Materials used for inlet protection shall be Storm Drain Inlet Protection Type II.

208.11 Method of Measurement and 208.12 Basis of Payment shall include the following:

Storm Drain Inlet protection on this project shall be incidental to the work and no direct compensation will be paid therefore.

**REVISION OF SECTION 250
ENVIRONMENTAL, HEALTH AND SAFETY MANAGEMENT**

SECTION 250 of the Standard Specifications is here by revised for this project as follows:

250.03 General shall include the following:

Job materials and equipment may be stockpiled and stored at locations near the job site. A list of sites to be used for this purpose and written permission from the property owner shall be submitted to the Engineer for approval at least ten (10) days prior to any use. The proposed truck route for ingress and egress to such sites shall also be submitted to the Engineer for approval. Using such job-site storage requires the following:

1. Obtaining written permission from the property owner, which shall include a brief description of the area of the property to be used, the length of time the property will be used for this purpose, any access restrictions (i.e. times of day), and the name and phone number of the property owner. A copy of the written permission shall be submitted to the Project Manager at least ten (10) days prior to any use.
2. Keeping stockpiles and equipment confined to the approved area.
3. Providing security for job materials and equipment and for public safety at the site.
4. Keeping all access roads clean and in good condition.
5. Returning site to original condition.

Precautions shall be taken to ensure that stockpiles are carefully mixed just prior to use to ensure uniform distribution of the moisture, and that they do not become contaminated with over-sized seed rock, clay, silt or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

When surface treatment work is performed by contract, the Contractor shall be responsible for compliance with all requirements of this section. The Contractor shall hold the City and all its employees and representatives harmless from any injury or damage to property occurring as a result of Contractor's operations on property used for this purpose.

**REVISION OF SECTION 403
HOT MIX ASPHALT**

SECTION 403 of the Standard Specifications is hereby revised for this project as follows:

403.02 Materials add the following:

Materials shall conform to the CDOT standards for Hot Mix Asphalt (HMA), Section 403.
Mix Type: Grading SX.

403.03 Construction Requirements add the following:

This work shall consist of furnishing all labor, materials, and equipment necessary to construct asphalt Speed Cushions at the locations and details shown on the plans or as directed by the Engineer. Work shall not begin until the layout has been approved by the Engineer.

The existing pavement shall be clean of dirt, dust, oil, and debris. The surface shall be dry at the time of tack coat application. A tack coat shall be applied in accordance with Section 407 to ensure proper bonding. Asphalt shall be placed and compacted to achieve the specified shape and dimensions. Handwork will be required to form the specified geometry. The finished surface shall be smooth and free of segregation, cracking, or surface irregularities. Compaction shall be using hand tampers, plate compactors, or rollers as appropriate to ensure a uniform density and bonding with existing pavement.

403.04 Method of Measurement and 403.05 Basis of Payment add the following:

Speed Cushion will be measured per each speed cushion installed.

Asphalt materials and tack coat will not be measured or paid for separately, but will be included in the cost of the speed cushion.

Installation of traffic control devices, signing, and pavement markings will be paid under separate bid items.

PAY ITEM
Install Speed Cushion

UNIT
EA

**REVISION OF SECTION 408
JOINT AND CRACK SEALANT**

SECTION 408 of the Standard Specifications is hereby revised for this project as follows:

Work consists of cleaning, filling, and leveling longitudinal and transverse cracks with asphalt repair mastic material. Mastic is a hot-applied polymer modified asphalt mixed with engineered aggregates and modifiers designed to fill wide cracks and defects to prevent water infiltration and restore ride quality.

408.02 Materials, add the following:

Materials for mastic crack sealant shall meet the following:
ASTM D8260 Type 2

The Contractor shall submit manufacturer's product information to the Engineer for approval prior to beginning work.

408.03 Construction Requirements, add the following:

Mastic crack sealant shall be applied in the locations as identified in the field by the Engineer.

Surface preparation, mastic material application shall be in accordance with the manufacturer's recommendations.

**REVISION OF SECTION 409
SEAL COAT**

SECTION 409 of the Standard Specifications is hereby revised for this project as follows:

409.06 Preparation of Surface replace the current paragraph with the following:

All sweeping and cleaning of the street before Surface Seal applications will be the Contractor's responsibility. Immediately prior to applying any surface treatment, the street surface and gutters shall be cleaned of all loose material, silt spots, oil spots, vegetation, and other objectionable material for the full width of the area to be treated which could prevent proper adhesion of the asphalt coating. Dust and other material in depressions or other places not removed by mechanical sweepers or other approved methods shall be swept with hand brooms or removed by use of flushers. The Engineer may require washing of the pavement where other methods of cleaning do not provide an acceptable surface. Material removed from the surface shall not be mixed with the cover aggregate. Bituminous material shall not be spread until the area to receive a surface treatment application has been cleaned to the satisfaction and approval of the Engineer.

All vegetation shall be removed from the area to receive a surface treatment prior to placement of any surface treatment. This work shall be performed within two weeks of the surface treatment. All dead or remaining vegetation shall be removed prior to sweeping of the area and application of surface treatment. Vegetation may not be removed by burning.

409.08 Application of Cover Coat Material shall include the following:

Protection and Cleaning: Non-asphalt surface features including, but not limited to, manholes, valve boxes, survey monuments, and inlets shall be protected and covered in a suitable manner prior to application of any surface treatment. This covering shall be removed by the Contractor after the surface treatment is applied or as specified for each surface treatment or as directed by the Engineer. All covering material shall be disposed of by the Contractor in a lawful manner and at no additional cost to the City. All manholes, valve boxes, survey monuments, inlets, etc., shall be cleaned to the satisfaction of the Engineer prior to the acceptance of the work.

All manholes, valve boxes, and survey monuments within the project area shall be located prior to construction to the satisfaction of the Engineer. All appropriate utilities and representatives shall be contacted and met as necessary to fully identify and locate all such items within the work area. Work shall not commence until all such items have been located to the satisfaction of the Engineer. When surface treatment work is performed by subcontract, Contractor shall comply with this section at no additional cost to the City.

The fog seal armor coating shall be applied within two (2) days of the application of the Chip Seal. The Contractor shall sweep all excess aggregate from the roadway and adjacent areas prior to application of the fog seal armor coat.

409.09 Method of Measurement and 409.10 Basis of Payment are hereby deleted in their entirety and replace with the following:

Seal coat will be measured by the number of square yards of the designated type of cover coat aggregate.

Asphalt materials, including the asphalt material used for fog seal, will not be measured or paid for separately, but will be included in the cost of the seal coat material.

PAY ITEM

¼" Chip Seal w/ Fog Coat

UNIT

SY

**ADDITION OF SECTION 410
SLURRY SEAL COAT**

Section 410 is hereby added to the Standard Specifications as follows:

410.01 DESCRIPTION

The bituminous slurry surface shall consist of properly proportioned and mixed mineral aggregate and filler, asphalt emulsion and water, spread evenly on the surface, as specified herein and as directed by the Engineer. The slurry, when cured, shall have a homogeneous appearance, fill all cracks, adhere firmly to the adjacent surface, and have friction resistance texture.

Slurry Material

Type II Material

Emulsion to Use

CQS1H
(3% Latex Polymer)

410.02 APPLICABLE SPECIFICATIONS

General:

The following agencies' specifications and test methods form a part of this guideline.

AASHTO – American Association of State Highway and Transportation Officials.

ASTM – American Society for Testing Materials.

ISSA – International Slurry Seal Association.

Aggregate and Mineral Filler:

AASHTO T-2	ASTM D-5	Sampling Aggregates
AASHTO T-27	ASTM C-132	Sieve Analysis of Aggregates
AASHTO T-11	ASTM C-117	Materials finer than No. 200 Sieve mineral aggregate
AASHTO T-176	ASTM D-2419	Sand Equivalent value for soils and finer aggregate
AASHTO T-19	ASTM C-29	Unit weight of aggregate
AASHTO T-96	ASTM C-131	Resistance to abrasion of small size coarse aggregate by use of the Los Angeles Test Method
AASHTO T-37	ASTM D-546	Sieve analysis of mineral filler
AASHTO T-104	ASTM C-88	Soundness of aggregates by use of sodium sulfate or magnesium sulfate

Emulsified Asphalt:

AASHTO T-40	ASTM D-140	Sampling Bituminous Materials
AASHTO T-59	ASTM D-244	Testing Emulsified Asphalt
AASHTO M-140	ASTM D-977	Specification for Emulsified Asphalt
AASHTO M-208	ASTM D-2397	Specification for Cationic Emulsion
	ASTM D-3910	Design, Testing and Construction for Slurry Seal

SLURRY SEAL TEST METHODS:

ISSA T-100	Test Method for Wet Track Abrasion of Slurry Seals, 6 Day Soak
ISSA T-106	Measurement of Slurry Seal Consistency

ISSA T-109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by use of Loaded Wheel Tester and Sand Adhesion
ISSA T-111	Optimum Emulsion Content by Graphical Determination
ISSA T-113	Trial Mix Procedures for Slurry Seal Design
ISSA T-114	Wet Stripping Test for Cured Slurry Seal Mixes
ISSA T-115	Determination of Slurry Seal Compatibility
ISSA T-139	Test Method to Classify Emulsified Asphalt/Aggregate Mixture Systems by Modified Cohesion Tester Measurement of Set and Cure Characteristics
ISSA T-144	Classification of Bitumen-Aggregate compatibility by Schulze, Breur, and Ruck Procedures

410.03 MATERIALS

410.03.01 Asphalt Emulsion:

The emulsified asphalt shall be quick setting latex polymer modified and conformed to the requirements of the ASTM specification for type CQS-1HhL (3% Latex Polymer) Quick Setting Emulsified Asphalt. Slow setting emulsions will not be allowed. The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. Minimum 3% Latex Polymer to be added to the conventional slurry as specified in the bid tab.

CQS-1hL shall be an emulsified blend of asphalt, water, styrene-butadiene rubber (SBR) latex and emulsifiers. The emulsion shall be pumpable and suitable for use in slurry seal mixing and spreading equipment and suitable for application through a distributor truck. The emulsion shall contain a minimum of 3% by weight of styrene-butadiene rubber (SBR) polymer solids based on weight of residual asphalt. The polymer shall be added as SBR latex by high shearing mixing by co-milling or post milling.

Property	Min.	Max.	Test Method
Viscosity, Saybolt Furol, 77 Deg. F	20	50	ASTM D88
Storage stability test, 24-h, % ^A		1	ASTM D244(82 to 88)
Partial Charge Test		Positive	ASTM D244(28 to 33)
Sieve test, % ^A	0.1		ASTM D244 (58 to 63)
Distillation ^B ; Residue, %	60		ASTM D@@\$ (11 to 15)
Test on residue from oven evaporation test ASTM D244 (21 to 27)B			
Penetration 77F, 110g, 5s	40	90	ASTM D5
Ductility, 77F	40		ASTM D113
Solubility in trichloroethylene, %	97.5		ASTM D2042
Elastic recovery, 77F, 10cm, 1h, %	40		ASTM D6084

^A-This test requirement or representative samples is waived if successful application of the material has been achieved in field.

^B-distillation to 550F (d244 11 to 15) shall be the reference method for percent distillate and percent residue by evaporation and percent residue. Residue by evaporation at 325F (D244 21 to 27) shall be referenced method to obtain material for test on residue. Residue from distillation shall not be used for test on residue due to polymer degradation at 500F.

The minimum amount required will be based on the bitumen weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on weight, is considered minimum.

410.03.02 Aggregate:

The mineral aggregate used shall consist of natural or manufactured sand, stone, slag, crusher fines, and others, or a combination thereof and shall be gray in color. (Note: Alternate aggregates may be submitted.) The aggregate shall be 100% crushed smooth-textured sand of less than 1.25% water absorption and shall not exceed 50% of the total combined aggregate, Grading Type II.

The aggregate shall be clean and free from organic matter and other deleterious substances. The aggregate shall meet the following:

<u>AASHTO</u>	<u>TEST</u> <u>ASTM</u>	<u>QUALITY</u>	<u>SPECIFICATION</u>
T-176	D-2419	Cleanness	Sand Equivalent 65 min.
T-104	C-88	Soundness	15% max. (NA ₂ SO ₄) or 25% max. (MGSO ₄)
T-96	C-131	Abrasion Wear (Hardness)	30% max.

Mineral fillers such as Portland cement, limestone dust, lime fly ash and others shall be considered as part of the blended aggregate, and shall be used in the minimum amount required and be manufactured in the project year. They shall meet the gradation requirements of AASHTO M-17 or ASTM D-242. Mineral fillers shall be used for one or more of the following reasons only:

1. To improve the gradation of the aggregate.
2. To control the time of break of the emulsion.
3. To provide improved stability and workability of the slurry.
4. To increase the durability of the cured slurry.

The total aggregate, including mineral filler, shall conform to the following gradations when tested by AASHTO T-17 or ASTM C-136:

PERCENT PASSING

<u>Sieve Size</u>	<u>Type II</u>	<u>Stockpile Tolerance</u>
-------------------	----------------	----------------------------

3/8"	100	+ or - 4%
No. 4	90 - 100	+ or - 4%
No. 8	65 - 90	+ or - 4%
No. 16	45 - 70	+ or - 4%
No. 30	30 - 50	+ or - 4%
No. 50	18 - 30	+ or - 4%
No. 100	10 - 21	+ or - 4%
No. 200	5 - 15	+ or - 4%

Pure Asphalt required % Of Dry Aggregate	Type II	12% - 16%
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(Actual value to be determined by mix procedure)

The job mix Target Gradation shall be within the gradation band for the desired type of material. After the Target Gradation, based on the job mix design, has been submitted, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band. The percent passing shall not go from the high to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job site stockpile or when loading the aggregate into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests in accordance with AASHTO T2 (ASTM D75). If the average of the five tests is Within the gradation tolerances, then the materials will be accepted. If the tests show the material to not meet the gradation tolerances, the Contractor will be given the choice to either remove the material from the job site or blend other aggregate with the stockpiled material to bring it into gradation tolerances. Materials used in the blending must meet the quality tests prior to blending and shall be blended in a manner to produce a consistent gradation. This may require a new mix design. Screening shall be required at the stockpile prior to delivery to the paving machine.

410.03.03 MIX DESIGN

At least two weeks prior to commencement of work, the Contractor shall submit, at no cost to the City, a signed job mix design for current construction year covering the specific material to be used on the project.

This design shall be performed by a qualified independent laboratory. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

All materials to be applied throughout the course of this project shall be in strict accordance with these specifications. If required by the Engineer, the Contractor shall provide documentation verifying the compliance with the mix design specifications.

Mix Design Specifications:

The qualified laboratory shall develop the job mix design and present certified test results for approval.

Compatibility of the aggregate and emulsion shall be verified by the mix design. Once the materials are approved, no substitutions will be permitted, unless first tested and approved by the laboratory preparing the mix design. Mix design shall be submitted two (2) weeks prior to commencement of work.

The Engineer shall approve the design mix and all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

Residual Asphalt	7.5% to 18% by dry weight of aggregate
Mineral Additive	0.5% to 3% by dry weight of aggregate
Additive	As required to provide the specific mixing and setting properties
Water	As required to produce proper mix consistency and cohesion. All water used in making slurry shall be potable and free of dissolved ingredients that may prove harmful. The effect of moisture content on the specific weight of the aggregate, and the moisture content of the aggregate being used, shall be taken into account in calibrating the machine to deliver asphalt in the correct proportion.
Laboratory Testing	Sources of all material shall be selected and identified prior to the pre-construction meeting. All materials shall be pre-tested by the Contractor at their expense in a qualified independent laboratory, as to their suitability for use in slurry seal and conformance with the project specifications.
Laboratory Report	The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification. The report will provide the following information on the slurry seal mixture:

<u>Test Purpose</u>	<u>Method</u>	<u>Spec.</u>
Slurry Seal Consistency	ISSA T106	2-3 cm
Wet Stripping Test	ISSA T114	90-100% Coated Surface
Compatibility	ISSA T115	*Pass Excess Asphalt Loaded
Wheel	ISSA T109	50 gms/sq. ft. max.
Wet Track Abrasion	ISSA T102	75 gms/sq. ft. max. 6-day Soak
Cohesion Test	ISSA T139	12 kg/cm at 30 minutes & 20 kg/cm at 3hrs
Schulze-Breuer & Ruck Test	ISSA T144	9 grade points (optional and may be minimum required)
*	Mixing tests must pass at the maximum expected air temperature of 100 degrees F.	
**	Using job aggregate only.	

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The laboratory report must clearly show the proportions of aggregate, mineral filler (min. & max.), water (min. & max.), additive(s) (usage), and asphalt based on the dry

aggregate weight.

A complete laboratory analysis and test report accompanied by abraded and un-abraded slurry seal samples (ISSA 100) shall be submitted by the Contractor before the job starts. The Engineer shall be allowed to observe all testing.

The City reserves the right to have an independent laboratory perform testing on materials and on the mix design for this project. Independent testing will be at the expense of the City. The Contractor shall supply material samples at no expense to the City.

410.03.04 STOCKPILING OF AGGREGATE

Precautions shall be taken to ensure that stockpiles are carefully mixed just prior to use to ensure uniform distribution of the moisture, and that they do not become contaminated with over-sized seed rock, clay, silt or excessive amounts of moisture. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

410.03.05 STORAGE

The Contractor shall provide suitable storage facilities for the asphalt emulsion, using containers equipped to prevent water from entering the emulsion. If necessary, suitable heat shall be provided to prevent freezing. All valves shall be locked or handles removed when the stockpile site is unoccupied.

410.04 TESTING & SAMPLING

Samples of materials and of the finished slurry / seal coat surface will be furnished by the Contractor as directed by the Engineer prior to and during progress of the work at no expense to the City. The Contractor will submit certificates of compliance with each shipment of material to be used upon the project. The City may contract with an independent testing lab to verify compliance with material specifications. Initial testing costs will be paid by the City, but costs of additional testing due to failure of material to meet specifications will be the responsibility of the Contractor. Test reports, such as gradations, oil content, certificates of compliance, etc., will be required from the Contractor as additional materials arrive on the project. Materials determined not to meet job specifications will not be paid for regardless of if they are installed or not. The Engineer will perform testing as required during the project. Emulsion samples will be delivered with certificate of testing or compliance with each delivery.

410.05 EQUIPMENT

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval prior to work commencing at the pre-construction meeting.

410.05.01 SLURRY MIXING EQUIPMENT

The slurry mixing machine shall be a continuous flow mixing unit, capable of delivering accurate pre-determined proportions of aggregate, water and asphalt emulsion to a revolving spiraled multi-blade mixer tank, and of discharging the thoroughly mixed product on a continuous basis. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit shall be capable of thoroughly blending all ingredients together without violent action. The mixing machine shall be equipped with suitable means of accurately metering each individual material being fed into the mixer. The units shall be equipped with approved devices so that the machine can be accurately calibrated and the quantities of materials used during any one period estimated.

The mixing machine shall be equipped with a water pressure system, and fog type spray bar adequate for completely fogging the surface with up to 0.55 gallons per square yard, immediately ahead of the spreading equipment. The machine shall be capable of mixing materials at pre-set proportions regardless of the speed of the machine engine and without changing machine settings.

PROPORTIONING DEVICES

Individual volume or weight controls for proportioning each material to be added to the mix; i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.

CALIBRATION

Each slurry mixing unit to be used in performance of the work shall be calibrated in the presence of the City Representative prior to construction.

Documentation shall be provided by the Contractor, which includes an individual calibration of each material at various settings, which can be related to the machine's metering device(s).

No machine will be allowed to work on the project until the calibration has been completed and/or accepted. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. Calibration of all units to be used on the project will be required in project year. Calibration shall be submitted two weeks prior to work commencing or at the pre-construction meeting.

VERIFICATION

Test strips will be made by each machine after calibration and prior to construction. Samples of the slurry seal will be taken and verification made as to mix consistency and proportioning. Verification of rate of application will also be made. Upon failure of any of the tests, additional test strips, at no cost to the City, will be required until each unit is authorized to work. Any unit failing to pass the tests after the third trial will not be permitted to work on the project. Test strips must be accepted or rejected within 24 hours after application.

410.05.02 SLURRY SPREADING EQUIPMENT

The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road at no cost to the City. The spreader box shall have suitable means provided to side shift the box to compensate for variations in pavement width, longitudinal alignment, and pavement geometry.

410.05.03 JOINTS

Longitudinal joint overlap shall not exceed six inches (6") over the previously placed slurry unless approved by the Engineer.

Only burlap overlap drags will be permitted. Other types of drags/strike-offs will be permitted only with written approval of the Engineer.

When burlap drags are used, they must be kept relatively clean, free of excessive build up, tears, and replaced a minimum of twice daily or at the discretion of the Engineer.

410.05.04 CLEANING EQUIPMENT

Pick-up type street sweepers shall be used to clean the pavement. Power blowers, air compressors, water flushing equipment and hand brooms may also be required to clean the surface and cracks prior to slurry seal being placed.

410.05.05 AUXILIARY EQUIPMENT

Suitable crack and surface cleaning equipment, traffic control equipment, hand tools, and any support equipment shall be provided as necessary to perform the work.

410.06 CONSTRUCTION

410.06.01 PREPARATION OF SURFACES

Immediately prior to applying the slurry, the Contractor shall be responsible for insuring that the surface is cleaned of all loose material, split spots, vegetation, and other objectionable material.

Oil spots shall be cleaned to the satisfaction of the Engineer. Cleaning methods shall be submitted at pre-construction meeting. The Contractor shall supply all labor, equipment, and material necessary to complete the work in accordance with these specifications. Labor, equipment, and materials required to clean oil spots will not be measured and paid for separately but shall be included in the work.

The Engineer shall give final approval that the surface has been prepared properly. Contractor must remove all weeds from all pavement surfaces and from the interface of the concrete curb and asphalt prior to the application of any slurry seal. Costs associated with these requirements shall be included in the unit price of the slurry seal work and shall not be paid for separately. The City will perform concrete repair, and crack sealing on the streets to be surfaced prior to the application of the slurry seal.

410.06.02 COMPOSITION AND RATE OF APPLICATION OF THE SLURRY MIX

The amount of asphalt emulsion to be blended with the aggregate shall be determined in the laboratory, subject to final adjustment in the field to allow for absorption by the existing surface. The amount of water added must be controlled accurately to ensure production of readily spreadable, yet completely stable slurry.

Proper water content shall be determined by an appropriate consistency test on freshly made slurry.

The slurry shall be a homogeneous mixture, sufficiently stable during the entire mixing/spreading period so that the emulsion does not break; and that there is no segregation of fines from the coarser aggregate and the liquid portion of the mix does not float to the surface. Total time of mixing, from introduction of emulsion to spreading shall be 2 minutes or less.

The weight of dry aggregate applied per unit area shall be determined by mix design(s) submitted and approved. Final calibration of dry aggregate will be used for quality control verification. The Contractor shall place a test strip of 100 square yards in the area designated by the Engineer. The test section shall be placed using the same equipment and methods to be used on the job. Slurry mixtures placed in test strips shall conform to design mix with minor variations to obtain crack filling, bond to pavement and desired skid resistance texture. In the event the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of a design mix and acceptance following the placing of a test strip.

410.06.03 WEATHER LIMITATIONS

No slurry shall be applied:

1. When there is any danger that the finished product will freeze before it cures completely.
2. When the pavement or air temperature is 50 degrees F or below and falling.
3. In the period following a rain while puddles of water remain on the surface to be coated.
4. Slurries that cure by evaporation shall not be laid during periods of within four (4) hours of rain. Slurries shall not be laid during periods of high humidity above 40%.

410.06.04 APPLICATION OF THE SLURRY SURFACES

General:

The surface shall be uniformly fogged with water directly preceding the spreader. The slurry mixtures shall be of the desired consistency as it leaves the mixer, and no additional elements shall be added. A

sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, unmixed, or oversized aggregates shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No longitudinal streaks caused by oversized aggregate or transverse rippling will be left in the finished pavement.

Hand Work:

Approved methods shall be agreed upon at pre-construction meeting for hand work. Lutes and squeegees shall be used to spread slurry in areas not accessible to the slurry mixer.

Care shall be exercised to leave a pleasing appearance. The use of building paper or an approved equal shall be required at beginning and ending points or as requested by the Engineer.

Mix Stability:

The mixture shall possess sufficient stability so that premature breaking of the material in the spreader box or pug mill does not occur. The mixture shall be homogenous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

410.06.05 LINES

Care shall be taken to ensure straight lines along curbs and shoulders. No runoff onto these areas will be permitted. Lines at intersections or beginning and ending points shall be kept straight to provide a suitable appearance.

410.06.06 ROLLING

The roadway shall be rolled by a self-propelled 10-ton pneumatic roller with a tire pressure of 50 psi (3.4 atms.) and equipped with a water spray system. The surfaced areas shall be subjected to a minimum of two full coverage passes by the roller.

410.06.07 FINISH

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. No ripples or chatter marks will be allowed. If these conditions develop, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected.

After the lay-down work is completed and before final acceptance by the Engineer, spot application of slurry seal material may be required to correct any deficiencies; such as, streaking, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. Slurry seal material required to repair deficiencies due to unsatisfactory workmanship shall not be paid for but shall be placed entirely at the Contractor's expense.

410.06.08 CURING

Slurry treated areas shall be allowed to cure until the Engineer permits their opening to traffic. Cure time must be in 1-3 hours.

410.06.09 APPLICATION RATES - TOLERANCES

Application rates shall be as follows per street:

Type II Slurry	18 - 22 pounds per square yard
Type III Slurry	28 -30 pounds per square yard
Micro surfacing	30 - 34 pounds per square yard
Rut filling as determined in field.	

410.07 MANHOLES AND VALVES

Manholes and valves including concrete rings on streets to be slurry sealed shall be clean when the work is completed. They shall be covered in a suitable manner prior to sealing, and the covering shall be removed immediately after the street is sealed. A method for covering manholes and water valves shall be approved by the Engineer prior to construction.

410.08 METHOD OF MEASUREMENT

Slurry seal will be measured by the square yard of surface area covered, complete in place. Asphalt emulsion, aggregates, fillers and water required to complete the work will not be measured and paid for separately, but shall be included in the work.

Amount below Minimum:

<u>Application Rate Aggregate, Emulsion or Mineral Filler</u>	<u>Percent Reduction in Final Payment for Aggregate, Emulsion or Mineral Filler</u>
1-3%	10%
3-5%	15%
5-7%	20%
7-10%	to be negotiated
10+%	No Pay

The City will continually be checking quantities. The Contractor is encouraged to also check quantities to avoid the penalties as described above. It is solely the Contractor’s responsibility to ensure proper spread rates and material proportions.

	<u>Variation Amount</u>	<u>Unit Price Reduction</u>
Application rate	5% - 10%	5%
	10% - 20%	10%
	20% +	20%

410.09 BASIS OF PAYMENT

The accepted quantity will be paid for at the unit bid price for the slurry seal item.

PAY ITEM

Slurry Seal, Type II

PAY UNIT

Square Yard

**REVISION OF SECTION 612
DELINEATORS AND REFLECTORS**

Section 612 of the Standard Specifications is hereby revised for this project as follows:

Subsection 612.02 Materials shall include the following:

36" Vertical Flex Posts shall be Shur-Flex Surface Mount White Post with 7" x 7" Fixed Base as shown in the drawings included with the project plans.

"Zipper" and "Zebra" delineators shall be the in the sizes and configurations as identified with the bid schedule, and as manufactured by Zicla. No other manufacturer will be approved for these products.

Subsection 612.03 shall include the following:

Installation of Vertical Flex Posts shall be in accordance with the manufacturer's recommendations. Additional materials noted as a bid item for "furnish only" shall be provided to the City. Layout and installation of the proposed location shall be coordinated and approved by the Engineer.

Installation of Zicla Zipper and Zebra delineators shall be only using Screw Anchors as shown in the installation instructions included with the project plans. No other installation method shall be used without approval from the Engineer. Layout and installation of the proposed location shall be coordinated and approved by the Engineer. Additional materials noted as a bid item for "furnish only" shall be provided to the City.

Subsection 612.04 Measurement and 612.05 Basis of Payment shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
36" SHUR-FLEX VERTICAL FLEX POST (WHITE)	Each
36" SHUR-FLEX VERTICAL FLEX POST (WHITE)(FURNISH ONLY)	Each
36" SHUR-FLEX VERTICAL FLEX POST (GREEN)	Each
36" SHUR-FLEX VERTICAL FLEX POST (GREEN)(FURNISH ONLY)	Each
ZICLA ZIPPER (B+AA+B)	Each
ZICLA ZIPPER (B+AA+B) (FURNISH ONLY)	Each
ZICLA ZEBRA 13	Each
ZICLA ZEBRA 13 (FURNISH ONLY)	Each
ZICLA ZEBRA 9	Each
ZICLA ZEBRA 9 (FURNISH ONLY)	Each

All anchors, hardware and other incidental materials necessary for the proper installation of the item, will not be measured and paid for separately, but shall be included in the cost of the pay item. All hardware associated with the "furnish only" bid items shall be provided to the City.

**REVISION OF SECTION 614
SIGNS AND SIGN POSTS**

Section 614 of the Standard Specifications is hereby revised for this project as follows:

Subsection 614.02 shall include the following:

Sign posts and bases shall be steel galvanized perforated square tubing as supplied by Unistrut, or approved equal.

Signs shall use sign posts with 2-inch x 2-inch tube, with bases of 2.25-inch x 2.25-inch tube.

Bases shall be 3 feet long, embedded with 2 inches to 4 inches exposed above the ground, and the post inserted 18 inches to 24 inches into the base.

Subsection 614.09 shall include the following:

Sign panels shall be mounted to sign posts with oversized washers.

Subsection 614.14 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Signpost Anchor Assembly (2.25x 2.25 Inch Tubing)	Each
Steel Sign Post (2 x 2 Inch Telespar Tubing)	Linear Foot

Sign post anchors, hardware and other incidental materials necessary for the proper installation of the item, will not be measured and paid for separately, but shall be included in the cost of the steel sign post.

**REVISION OF SECTIONS 627 AND 713
PREFORMED THERMOPLASTIC PAVEMENT MARKING**

Section 627 of the Standard Special Provisions is hereby revised for this project as follows:

Subsection 627.09 (a) shall include the following:

- (a) *Application.* An epoxy resin primer shall be applied to any existing surface (concrete, asphalt, existing markings, etc.) prior to the application of any new preformed thermoplastic, plastic pavement marking. The epoxy resin primer shall conform to CDOT Standard Specifications subsection 708.07. Primer shall be required for all markings used including markings that manufacture does not require a primer. Primer and application will not be measured and paid for separately, but shall be included in the work.

Surface shall be dry and free of dirt, dust, chemicals, and/or significant oily substances. Application procedures for Portland concrete pavement shall be as described above except a compatible primer sealer shall be applied before application of marking to assure proper adhesion.

Subsection 627.09 shall include the following:

- (c) *Inlaid Preformed Thermoplastic Pavement Marking.* Shall be done for crosswalks, stop lines and symbols. The grooved width shall be the pavement marking width plus 1 inch, with a tolerance of $\pm \frac{1}{4}$ inch. The depth of the grooves shall be 130 mils \pm 5 mils. Groove position shall be a minimum of 2 inches from the edge of the pavement marking to the longitudinal pavement joint. Grinding of existing preformed thermoplastic pavement marking and the inlaying of proposed preformed thermoplastic pavement marking shall not be measured and paid for separately, but shall be included in the work.

Grooving shall not be performed on bridge decks.

The preformed thermoplastic pavement marking shall be inlaid on new and existing pavements as shown in the Contract. The material shall be capable of use for patching worn areas of the same type according to the manufacturer's recommendations.

The following shall be included in subsection 627.13:

Payment will be made under:

Pay Item

Pay Unit

Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)

Square Foot

Preformed Thermoplastic Pavement Marking (Word-Symbol)

Square Foot

Removal and application of temporary preformed thermoplastic pavement marking associated with wet-cutting of pavement shall be at the Contractor's expense.

Subsection 713.14 (a) shall include the following:

(a) *General.* Material such as lines, legends, or symbols shall be capable of being affixed to HMA or PCC pavements. Marking shall be capable of conforming to pavement contours, breaks, and faults etc. by the use of the normal heat of a propane torch. Marking shall be capable of withstanding the actions of traffic at normal pavement temperatures. Marking shall have resealing characteristics such that it is capable of fusing with itself and previously applied thermoplastic pavement markings when heated with the torch.

Subsection 713.14 shall include the following:

(c) *Performance.* Marking, when applied in accordance with manufactures recommendations shall demonstrate a uniform level of sufficient night time retro-reflection when tested in accordance to ASTM E1710-97. The applied material must have an initial minimum intensity reading of $500 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and $300 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow as measured with a retro-reflectometer.

The top surface of the stencils (the same side as the factory applied surface beads) shall have an indicator system for the contractor to properly gauge the correct amount of heat to apply during installation. The indicator system shall have a positive visual indication, such as beads changing color or indents closing together, when the material has reached the correct installation temperature. The indicator system must also provide a positive, visual indication if the material has not reached the correct installation temperature.

**REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised as follows:

Subsection 630.01 is revised to include the following:

1. Working hours shall be as outlined in the Commencement and Completion of work, or as otherwise approved in writing by the Engineer.
2. The use of alternate one-way traffic may be approved on a case-by-case basis.
3. All work done outside the times above must be approved by the Engineer in writing.

As required by, in descending order of precedence, these plans and special specifications, the current Standard Specifications, as augmented by the Colorado Department of Transportation M and/or S standards, and the current version of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

Subsection 630.10 through 630.11 shall be modified to read:

Traffic control throughout the construction area is the responsibility of the Contractor. Before starting construction, the Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted two weeks prior to starting that phase. All proposed methods of handling traffic shall be approved, in writing, by the Engineer. No phase of construction shall start until an acceptable MHT has been received and approved by the Engineer. The proposed methods shall include, as a minimum, the following:

A detailed diagram which shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs; method length and time duration for lane closures; and location of flag persons.

A tabulation of all traffic control devices shown in the detailed diagram including, but not limited to: construction signs, vertical panels; vertical panels with lights; Type 1 and Type 2 barricades; cones and drum channelizing devices; concrete barrier (temporary); advance warning flashing or sequencing arrow panels.

Approval of the proposed MHT is intended to indicate all devices to complete the project safely. Such approval does not relieve the contractor of liability specifically assigned to him under the contract. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, stockpiles, equipment, and obstructions.

Non-metallic drums may be substituted for vertical panel channelizing devices if site dimensions allow.

The Contractor shall, at the preconstruction conference, designate one of their employees, other than the Superintendent, to be responsible for traffic control management. This responsibility shall include management for the contractor's signing and all other details covered by the specifications which contribute to the convenience, safety, and orderly movement of traffic and to the comfort of the

traveling public. The designated employee will have the Certification of the Traffic Control Supervisor as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) in lieu of completion of the CDOT minimum training requirements.

Traffic control managements shall be maintained on a 24-hour per day basis. The contractor shall make arrangements so that the Traffic Control supervisor or their approved representative will be available on every working day, “on call” at all times and available upon the Engineer’s request at other than normal working hours. The Traffic Control Supervisor shall have an up-to-date copy of Part VI of the MUTCD, pertaining to traffic controls for street and highway constructions, and the approved MHT available at all times.

The contractor shall apply for and receive a City of Littleton right-of-way use permit (at no cost to the contractor) prior to commencing operations.

Due to the mobility of the operation, the contractor will need to provide traffic control consistent with the MUTCD. For sweeping operations, the contractor will need to provide an MHT.

The flagger’s STOP/SLOW sign paddle shall be 18 inches with letters six inches high.

Construction traffic control signs or devices not in use shall be removed from the roadway and pedestrian walkway (sidewalk & trails). Laying the sign down in a horizontal position or turning the sign parallel is not permitted on the sidewalk and/or within private property such as residential yards.

Variable Message Boards (VMB) shall contain the following information at a minimum: type of work, the scheduled week of work, and the phrase “LOCAL TRAFFIC ONLY”.

Any missing or defaced signs shall be replaced within twenty-four (24) hours.

"NO PARKING" signs shall be placed a minimum of twenty-four (24) hours in advance of any surface treatment operations on all streets to be treated where on-street parking is permitted.

“Fresh Oil” and “Loose Gravel” signs shall be posted in sufficient number and proper locations to adequately notify the public of such roadway conditions.

Any other signs as required by the Traffic Engineer shall be placed.

When surface treatment work is performed by contract, Contractor shall supply and maintain all signs at Contractor’s expense.

For locations that do not have sufficient right-of-way available to store the sign(s) or device(s), they must be picked up or moved to an approved storage area. Signs that are placed in the medians must be dismantled, laid down, or relocated to the approved storage area.

Subsection 630.13 is revised to include the following:

Towing

Vehicles shall be identified by the Engineer and shall be limited to any class of vehicle that is upright and on wheels. 'No Parking' signs shall have been in-place and maintained for a minimum of forty eight (48) hours along the proposed street segment prior to towing a vehicle.

The Contractor shall make every reasonable attempt as determined by the Engineer, including but not limited to door-to-door investigation, to locate the owner/operator of the vehicle prior to initiating the towing process.

Towing shall be limited to towing a vehicle conflicting with the current or proposed work activities. Vehicles shall be towed using techniques that do not damage the towed vehicle or the roadway, adjacent structures, or other public property or assets. Vehicles shall be towed to a location designated by the Engineer at the time of towing, typically to an adjacent street beyond the proposed work area.

Towed vehicles shall be positioned in a legal parking space within a public roadway in a manner that permits through traffic.

Immediately after towing a vehicle, the Contractor shall affix a notice to the windshield or other appropriate place on the motor vehicle, stating "This vehicle was parked within a Temporary Construction Work Zone. It was moved to this location by order of the City of Littleton Public Works.", or similar language approved by the Engineer.

The City shall not grant additional time or compensation for any resulting delays or loss of production because of failure to comply with the requirements of the Contract Documents including posting of notices and identifying and towing vehicles.

Towing Tickets

The Contractor shall deliver a towing ticket identifying the following information:

- Date and time towing request received,
- Make, model, and license number of vehicle towed,
- Locations vehicle towed from and to, and
- Signature of an authorized City Representative with time and date work performed.

Towing Equipment Requirements

Towing equipment shall, at a minimum, be equipped with a power winch, two-way radio, ten-pound dry fire extinguisher, motorcycle sling, dollies or flatbed equipment, and other modern towing and safety devices. All equipment shall be in good working condition when reporting for use.

630.17 METHOD OF MEASUREMENT and 630.16 BASIS OF PAYMENT are hereby deleted in their entirety and replaced with the following:

Traffic control shall be paid on a lump sum basis to be paid for as follows: 50 percent of the Schedule amount upon first utilization and the remaining 50 percent of the Schedule amount when 75 percent of the original schedule amount has been earned.

In the event towing services are required, the Contractor shall furnish certified invoices for

reimbursement through the Force Account Item for Minor Contract Revisions. Reimbursement of invoiced amount shall be considered full compensation for coordination, mobilization, towing vehicles, mechanical work, fees, fuel, maintenance, and for furnishing all materials, labor, equipment, tools, and incidentals or related services necessary to complete the work. Any towing performed without required signage or pre-authorization will not be paid for.

PAY ITEM

Traffic Control

UNIT

Lump Sum

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the City’s estimate for force account items included in the Contract. Such estimated amounts will be added to the total bid to determine the Project Commitment Amount and the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Quantity</u>	<u>Estimated Amount</u>
F/A Minor Contract Revisions	EA	\$30,000.00

PROJECT DESCRIPTION

The City of Littleton Public Works is concentrating on maintaining and preserving the condition of existing roadway infrastructure throughout the City. This project consists of furnishing all labor, materials, and equipment necessary to complete in place the application of emulsified asphalt and aggregate cover coat to those streets listed on the Location Schedule.

It is anticipated that the project will require approximately 258,000 SY of Slurry Seal, Type II and 102,000 SY of ¼" Chip Seal w/ Fog Coat. Other anticipated work includes temporary traffic control, cleaning of manholes and valves, removal of existing pavement markings, installation of signs, furnishing and installing traffic calming devices, and pavement marking. The City will be performing all required pavement patching with its own City staff in advance of the project.

LOCATION SCHEDULE

See attached maps.

CONSTRUCTION NOTES

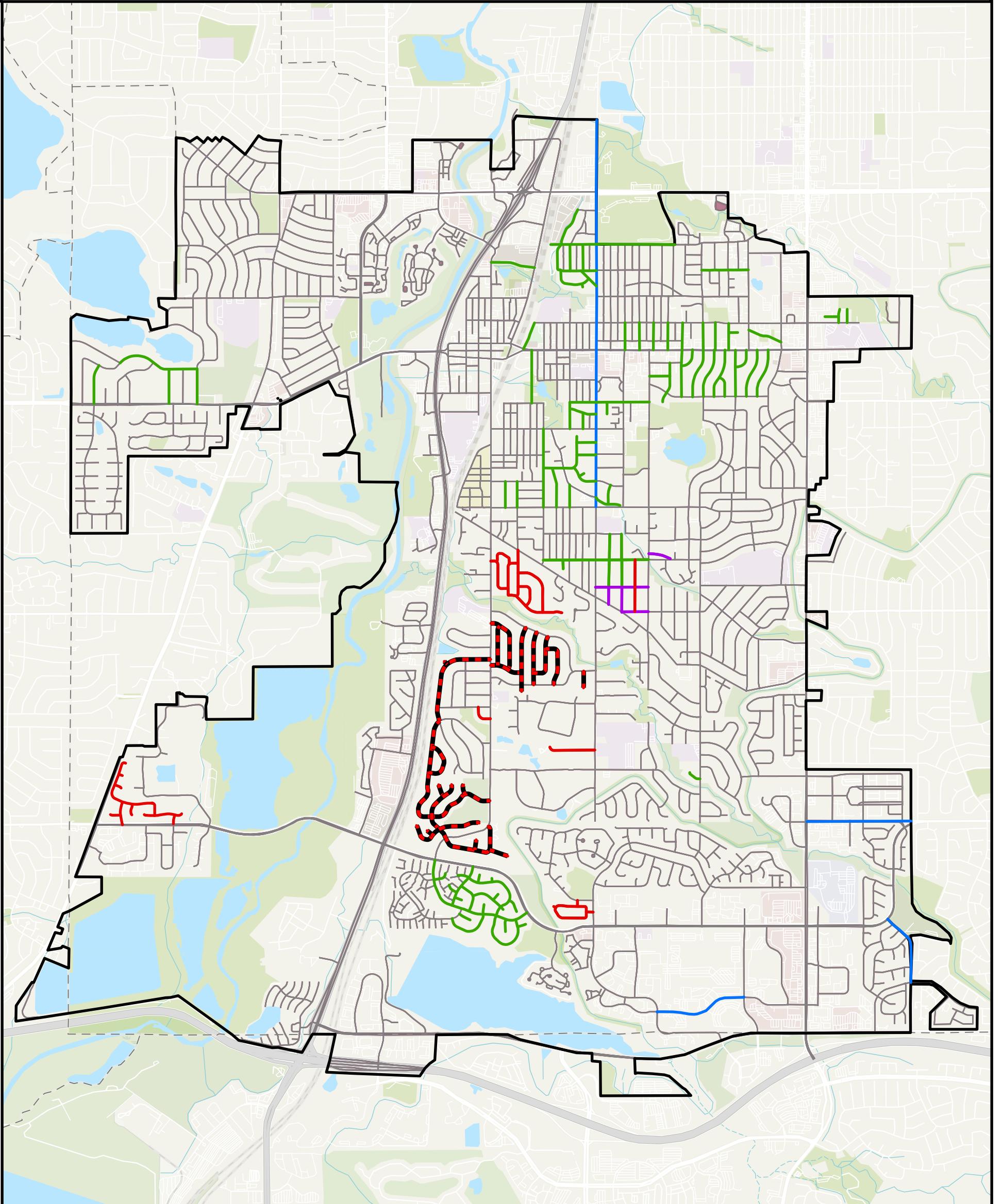
Alternative construction sequences may be submitted but are subject to approval by the Engineer. Acceptance of alternatives will be based upon impacts to the public and cost.

Stockpiling location of material must be approved by the Engineer, or a written approval from property owner submitted.

All excess material will be disposed of off-site, or at an approved site by the Engineer.

Due to budget limitations, the City reserves the right to increase or decrease the total quantity to meet their needs. Repricing of the items will not be permitted due to a change in the planned quantity.

CITY OF LITTLETON PAVEMENT MANAGEMENT 2026 PROJECTS



Trailmark

Legend

- 2026 Mill and Overlay-Contractor
- - 2026 Mill and Overlay - City
- 2026 Chip Seal
- 2026-Slurry
- 2026-Reconstruction

0 0.25 0.5 Miles

N



Latest Update: 4/14/2026



Staff Communication

File #: Resolution 44-2026, **Version:** 1

Agenda Date: 05/19/2026

Subject:

Resolution 44-2026: Approving the third amendment to the Professional Services Agreement with HDR Engineering, Inc. for design services on the Mineral Station West Multimodal Improvements Project

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities Ray Hill, Interim City Engineer Shane Roberts, Senior Transportation Planner Kristina Evanoff, Civil Engineer III
Presentations:	N/A

PURPOSE:

Approving the third amendment to the Professional Services Agreement (PSA) with HDR Engineering, Inc. for services on the Mineral Station West Multimodal Improvements Project.

LONG-TERM OUTCOME(S) SERVED:

Safe Community; High-Quality Governance

DISCUSSION:

The Mineral Station West Multimodal Improvements Project, City Project No. 23-36, will provide critical missing multimodal connections between the regional trail and transit network adjacent to Santa Fe Drive, and improve access and mobility to and from the Mary Carter Greenway and South Platte River Trail, and other activity centers such as the Carson Nature Center and Aspen Grove Mall. The project will also connect housing units currently being constructed south of the project area and planned residential units to the north with nearby commercial destinations and transit services, strengthening overall network connectivity. This project is part of a larger program of multimodal transportation projects around Littleton/Mineral Station area served by the Regional Transportation District (RTD) D light rail line that collectively will provide improved first and last mile connections to transit, provide high-comfort bike and pedestrian facilities between commercial and residential development (existing and planned), and create safer access to recreational assets. Additionally, the project will create a more direct, Americans with Disabilities Act (ADA)-accessible route to the Littleton/Mineral light rail station and an improved connection to the residential, commercial, transit, and recreational amenities with safer, comfortable, and dedicated bike and pedestrian facilities.

In 2023, City staff selected HDR Engineering (HDR) for professional consultant services to complete the design for the project. In May 2023 a contract was executed with HDR for the first phase of the project (conceptual design). The contract with HDR was first amended in 2024 to begin the second phase of the project to include additional scope and budget for preliminary and final design. The second amendment to the contract was approved in February 2026 to extend the timeline through February 2027. The proposed third amendment

will add additional scope and budget, and extend the design services contract to December 2027, to complete the final design and provide design support services during construction, as described in the attachment.

The conceptual and preliminary (30 percent) design is now complete, which included engagement with South Suburban Parks and Recreation Department (SSPRD), RTD, and other area stakeholders. HDR has refined the design scope and fee to complete the remaining design for the project as reflected in this contract amendment for council approval.

There are cost savings and efficiencies of utilizing HDR's design services for the Mineral Station West Improvements Project as HDR is the design engineering consultant as well as the Owner's Representative for the Santa Fe and Mineral Improvements Project. HDR's services during another project in the area provides significant familiarity with the transportation challenges and opportunities in the vicinity as well as use of previously gathered and analyzed data.

If Council approves this resolution, the project team will continue with completing the remaining design, with anticipated completion in late 2026. Construction of the project is anticipated in summer 2027.

BACKGROUND:

The City of Littleton and Arapahoe County were awarded a \$2.153 million grant in 2022 for the construction of the Mineral Station West Multimodal Improvements Project, which is comprised of \$956,000 funded through the Denver Regional Council of Government's (DRCOG) Transportation Improvement Program (TIP), and \$1.197 million from CDOT's Multimodal Transportation Mitigation Options (MMOF) funds. The focus of this TIP call for projects was on regionally significant projects aimed at improving multimodal facilities and operations. The City of Littleton has been successful in securing TIP funds for several other projects including Santa Fe and Mineral Intersection Improvements, Mineral Mobility East Improvements Phase 1 and 2, Broadway Corridor Study, County Line Trail Connections, County Line Road Widening, and Bowles Avenue Corridor Study.

The Mineral Station West Multimodal Improvements Project will provide critical missing multimodal connections between the regional trail and transit network adjacent to Santa Fe Drive, improving the access and mobility to and from the Mary Carter Greenway and South Platte River Trail, and other activity centers, such as the Carson Nature Center and Aspen Grove Mall. A lack of connectivity and capacity of bicycle and pedestrian facilities leading to and from the Littleton/Mineral Light Rail Station hampers access by alternative modes, resulting in additional use of single-occupancy vehicles parking at the station and driving the Santa Fe Drive and Mineral Avenue corridors.

Multimodal connections are critical to creating an environment in which residents can recreate and commute safely. The Mineral Station West Multimodal Improvements Project will provide safe and accessible routes on which most users will feel comfortable using. This will be accomplished by limiting exposure to and crossing points with vehicles, providing adequate width to maneuver and pass other users. Key stakeholders in the project include, but are not limited to, SSPRD, RTD, adjacent property owners, transit users, cyclists, and pedestrians.

The Mineral Station West Multimodal Improvements Project was also informed by two studies. The Santa Fe Drive Action Plan - A Planning and Environmental Linkage (PEL) Study | C-470 to I-25 (2022) studied and identified future transportation and safety improvements for an 11-mile stretch of Santa Fe Drive between C-470 and Alameda Avenue. Some of the improvements identified in the Santa Fe Drive Action Plan PEL Study informed the Mineral Station West Multimodal Improvements project. The project was also informed by the

South Platte Connections Study (2019), to provide one piece of a larger planned trail connection between C-470 to the Aspen Grove Mall and Carson Nature Center, as well as to provide residents east of Santa Fe Drive a clear, safe route to the Mary Carter Greenway and other amenities on the west side of Santa Fe Drive.

Prior Actions or Discussions

August 15, 2023: Council approved Resolution 85-2023, authorizing Intergovernmental Agreement (IGA) with CDOT for design and construction of the Mineral Station West Multimodal Project.

March 5, 2024: Council approved Resolution 14-2024, approving first amendment to the Professional Services Agreement with HDR Engineering, Inc.

FISCAL IMPACTS:

Design of the Mineral Station West Improvements Project is being funded by city funds as described below. A total of \$3.3 million of funding resources have been secured for project construction comprised of grant funding (federal and state), and Arapahoe County and City of Littleton local match contributions.

The original contract with HDR Engineering was split into phases. The first phase for conceptual design was \$78,378. The fee for the first Amendment to the Professional Services Agreement was for phase 2, preliminary and final design services, was \$474,565. The second amendment to the agreement was a time extension only, with no fiscal impacts. The third Amendment, proposed for council approval, is for the additional scope, budget and time to complete final design and provide design support services during construction is \$277,312. In aggregate, the total contract value will be \$830,255. Pursuant to the City’s new Procurement Policy, all contracts exceeding \$500,000 must be approved by City Council.

This contract amendment will be funded from Multimodal Impact Fees (\$277,312).

STAFF RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement Amendment.

ALTERNATIVES:

If this contract amendment is not approved, design on the Mineral Station West Multimodal Improvements Project cannot continue. In accordance to the current terms of the Intergovernmental Agreement executed between the City and CDOT for this project, the project must be advertised for construction by June 30, 2026. The City anticipates requesting a time extension from DRCOG to provide additional time to complete design and advertise for construction in early 2027. Any delay of design could place project grant funding at risk.

PROPOSED MOTION:

I move to approve Resolution 44-2026 approving the third amendment to the Professional Services Agreement with HDR Engineering, Inc. for design services on the Mineral Station West Multimodal Improvements Project.

1 CITY OF LITTLETON, COLORADO

2
3 Resolution No. 44

4
5 Series, 2026

6
7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
8 COLORADO, APPROVING THE THIRD AMENDMENT TO THE
9 PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING
10 INC FOR DESIGN SERVICES ON THE MINERAL STATION WEST
11 MULTIMODAL IMPROVEMENTS PROJECT
12

13 WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City
14 Council approval is a condition precedent to the approval of an amendment of an agreement in
15 which the total value of the agreement is over five-hundred thousand dollars and 00/100 cents
16 (\$500,000.00); and

17
18 WHEREAS, the City entered into an agreement with HDR Engineering Inc.
19 (“Contractor”) on May 31, 2023 for professional services for professional services related to the
20 Mineral Station West Multimodal Improvements Project (“Agreement”), as amended on February
21 6, 2024 for preliminary and final design services (“First Amendment”); and on February 20, 2026
22 for time extension (“Second Amendment”); and

23
24 WHEREAS, the City and Contractor desire amend the Agreement as set forth
25 within Exhibit “A” to include a revised scope of work and fee to include right-of-way management
26 and coordination, utility coordination, final design, project management, design support during
27 construction advertisement, and bidding, and design services during construction.
28

29 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
30 THE CITY OF LITTLETON, COLORADO, THAT:

31
32 Section 1. The Littleton City Council hereby approves the third amendment to the
33 Professional Services Agreement (PSA) by and between the City of Littleton and HDR
34 Engineering Inc., dated May 31, 2023, for professional services on the Mineral Station West
35 Multimodal Improvements Project, in substantially the same form attached hereto as Exhibit “A,”
36 and authorizes the Mayor to execute the same on behalf of the City of Littleton.
37

38 Section 2. The Resolution shall take effect upon its approval by the Littleton City
39 Council.
40

41 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
42 City Council of the City of Littleton, Colorado, on the 2nd day of June 2026 at 6:30 p.m. at the
43 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

44 ATTEST:

45

46

47 _____
Colleen L. Norton

48 CITY CLERK

49

50

51 APPROVED AS TO FORM:

52

53

54 _____
Reid Betzing

55 CITY ATTORNEY

Kyle Schlachter

MAYOR



CITY OF LITTLETON
THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is entered into by and between HDR Engineering INC whose business address is PO Box 3480 Omaha NE 68204 (the “Contractor”) and the **CITY OF LITTLETON, COLORADO** (“City”), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement, effective May 29, 2023, as amended on February 6, 2024 through a First Amendment and February 18, 2026 through a Second Amendment (collectively the “Agreement”), and

WHEREAS, the Parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Additional Scope: Exhibit “A” to the Agreement, Subsection 1, “Scope of Services” is hereby amended to include the additional services described on the attached Exhibit “B-2” for the Mineral Station West Multimodal Improvements.
2. Additional Cost: Exhibit “A” to the Agreement, Subsection 3(B), “Compensation” is hereby amended to compensate the Contractor for such additional services, as described in Exhibit “B-2” and to increase Compensation in the amount of **\$277,312.00** (two-hundred and seventy-seven thousand and three-hundred and twelve and 00/100 dollars), for a total payable aggregate amount of \$830,255.00 (eight hundred and thirty thousand, two hundred and fifty-five and 00/100 dollars).
3. Extension of time: Exhibit A, Section 2., “Time of Performance”, is hereby amended to read: *“Performance of the Services of the Contractor shall commence on May 29, 2023 and shall be completed, or shall end by December 31, 2027.*
4. Except as expressly modified by this Third Amendment, the Agreement shall remain in full force and effect and any obligations to be performed under the Agreement by either party are neither waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Third Amendment.

5. The individuals executing this Third Amendment represent that they are expressly authorized to enter into this Amendment on behalf of the City and the Contractor and bind their respective entities.
6. This Third Amendment shall become effective on the date of approval by the City Council of the City of Littleton, CO.

THIS THIRD AMENDMENT is executed and made effective as provided above and as of the last dated signature below.

APPROVED AS TO FORM

CITY OF LITTLETON, COLORADO

By: _____
Reid Betzing
City Attorney

By: _____
Kyle Schlachter
Mayor

Date: _____

Date: _____

ATTEST:

Colleen Norton
City Clerk

CONTRACTOR

By: _____
R. Bradley Martin
Senior Vice President

Date: _____

**SCOPE OF SERVICES****Mineral Station Area Multimodal Improvements**

April 2026, Amendment #3

Addendum #3 Task Order Requirements

The City of Littleton is improving multimodal facilities to enhance safety and to provide integral connections for both pedestrians and bicyclists. The Mineral Station Area Multimodal Improvements Project, (more recently referred to as the Mineral Station West Multimodal Improvements Project), provides enhanced connectivity between the Regional Transportation District (RTD) light rail station, surrounding neighborhoods, and the Mary Carter Greenway Trail. This project is part of the 10-year plan identified by the Santa Fe Drive Action Plan – A Planning and Environmental Linkages (PEL) Study | C-470 to I-25.

This Third Addendum to the Scope of Work is to include additional scope, time, and fee for the ongoing Right-of-Way work, Utility Coordination, Final Design, Project Management, Contractor Bid and Selection, and Construction Phase Services. The staff billing rates are updated for 2026 due to changes in the project delivery schedule.

This addendum includes the following scope and fee for these new tasks:

- Survey and Staking for the Design
- Utility Test Holes
- Environmental Project Deliverables and Coordination
- Tree Survey and Evaluation with associated design updates
- Design Field Walk
- Drainage Design at the Roundabout
- Lighting Design
- Project Graphics for Project Milestone Updates
- Design Services During Construction

Work Duration

These tasks will extend the duration of this contract to December 31, 2027 when project construction is anticipated to be complete. It is anticipated the 90% Field Office Review (FOR) submittal will be in October 2026, project construction advertisement will be in early 2027, and the construction contractor notice to proceed will be in summer 2027 for an approximate six-month construction duration.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 1: Existing Conditions

Task 1.2 Survey (Topographic)

Topographic, a subconsultant, will be tasked to provide Right-of-Way (ROW) plans and surveying services during design. See Attached from Topographic that includes:

- Additional time and fee for the development of the ROW plans.
- Survey and staking of the project design in the field.

Task 1.3 Right-of-Way (ROW)

Task 1.3.1 ROW Management

Additional time and fee are required for continuation of the ROW management and coordination for the project. There are no changes to the previous scope.

The work performed by Fidelity Title Company was completed to establish the existing ROW boundary. It is assumed that no additional title work will need to be completed.

Task 1.3.3 Permission to Enters (PTE)

This task includes additional coordination for permissions to enter agreements from RTD and Aspen Grove GRF2 LLC to allow for the surveyed staking for the field design review and for the tree survey as the current agreements have expired.

RTD charges a fee of \$500 with each PTE application and they are active for 60 days.

Task 1.4 Subsurface Utility Engineering (SUE) Investigation

Changes to the previous scope include the following subtasks.

- **SUE Subtask 1.4.4 – Plan Production**
 - The SUE mapping will be updated to capture the newly installed utilities with the Santa Fe and Mineral Operational Improvements project installed at the intersection of Mineral Avenue and Platte River Parkway. Other utilities may have been installed within the project area since the original SUE survey taken December 2024.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

- The SUE plans CAD files will be updated to reflect the newly installed utilities for the Santa Fe and Mineral Operational Improvements project.

- **SUE Subtask 1.4.5 – Utility Test Holes**
 - A new drainage system is required in the roundabout and due to the additional drainage system, test holes have been included in this scope of work.
 - Test Hole Contractor Coordination - HDR will coordinate with test hole subcontractor RECONN Utility Services to communicate test hole locations, arrange access permissions, obtain traffic control permits, and coordinate schedules.
 - Pre-Stake Test Holes – HDR will pre-stake test holes using the same survey equipment used during the SUE investigation. This process increases accuracy and results in a better return-on-investment during vacuum excavation operations. It is estimated that this will be up to four (4) hours by a two-person team.
 - Vacuum Excavation – To be performed by RECONN Utility Services. An estimated ten (10) test holes will be done via vacuum excavation. RECONN will provide their own traffic control as part of this task. It is estimated this will take up to two (2) days on-site.
 - Test Hole Oversight and Survey – HDR will provide oversight of the test hole operations and will survey test hole locations that differ from the staked locations due to field discrepancies. HDR anticipates being on-site for two (2) days.
 - Compile Test Hole Info – HDR will compile and QC survey data obtained during the pre-staking and vacuum excavation operations into the same Geographic Information Systems (GIS) environment where the initial SUE investigation was recorded.
 - Add Test Hole Data to SUE Plans – The Quality Level A test hole data will be added to the SUE Plans developed during the previous project phase. It is anticipated that Test Hole Summary Matrix sheets will be developed to accomplish this.

- **SUE Subtask 1.4.5 – Utility Test Holes Deliverables**
 - Test Hole Data will be incorporated into a Utility Matrix added to the previously scoped Utility Modification Plan.

Task 1.5 Utility Coordination

Changes to the previous scope include the following subtasks.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

- **SUE Subtask 1.5.2 – Conflict Process**
 - Additional time and fee are required for continuation of the utility coordination for the project and to coordinate and design additional potential conflicts with the added storm drain system. Also, time is needed to coordinate the potential conflicts with the RTD camera system which was not foreseen in the previous scope.

- **SUE Subtask 1.5.3 – Utility Relocation Coordination**
 - Telecom Coordination and Running Lines – Additional coordination with RTD regarding the relocation of the RTD camera system.
 - Xcel Electric Coordination and Running Lines – Additional coordination with Xcel for the added storm drain system is anticipated for the relocation of the primary electric line at the drainage inlet.
 - Utility coordination during construction is excluded from this scope of work. It will be the contractor's responsibility to coordinate relocations. It is assumed that utility relocation work occurring after advertisement but before contractor notice to proceed will be managed by the City through the permitting process.
 - Impacts to water and sanitary mains are anticipated to be limited to adjustments of existing appurtenances such as valves, manholes, and hydrants. Detailed design of water and sanitary mains and appurtenances is not anticipated to be required at this time and is not included in this scope of work.

- **SUE Subtask 1.5.4 – Plan Production**
 - Utility Matrix - A utility matrix will need to be added to the design deliverables to document test holes.
 - Utility Specifications - Additional details will need to be added to the project utility specification to account for the addition of the drainage system and the impacts to the RTD utilities.

- **Task 1.5 Assumptions**
 - It is assumed that an RTD contractor will redesign and construct their security camera system impacted by this project. HDR will show the relocated locations for the cameras in the plans. If RTD requires additional work above and beyond depicting the relocation on the plans, a separate task order will be required.

Task 2: Concept Development

Task included in the prior scope of work.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 3: Preliminary Design and Environmental

Task 3.7 Environmental Services

Task 3.7.4 Environmental Project Deliverables and Coordination for Clearance

This task is to integrate the environmental findings and mitigation into the FOR and Plan, Specification, and Estimate (PS&E) submittal packages with HDR's environmental and design team.

Task 3.7.4 Deliverables

- HDR will include environmental commitments in the project specifications and in the general notes. The Colorado Department of Transportation (CDOT) will review inclusion of the commitments in the project deliverables per the Environmental Clearance requirements.
- HDR will develop a National Environmental Policy Act (NEPA) mitigation commitment table.
- HDR will coordinate with CDOT to finalize the Environmental Clearance via email and up to one meeting as needed.

Task 3.7.4 Assumptions

- HDR is assuming up to one (1) comment and review cycle from CDOT Environmental on the PS&E deliverables and the mitigation commitment table.

Task 4: Final Design

Task 4.1 Finalize Roadway Design

Additional time and fee are required for the continuation of the Final Design. There are no changes to the previous scope. Additional fee is included for the additional coordination required for the entrance road and the plaza area improvements as a part of the Aspen Grove development plans. HDR will look at options to integrate the design of the roundabout and understand impacts to the plaza area that has been designed by Aspen Grove but has not yet been constructed. Understanding the project impacts to the Aspen Grove development will also inform the limits needed for the ROW dedication from this developer.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 4.2 Hydrology and Hydraulic Analysis & Design

Additional time and fee are required for the drainage design for the proposed roundabout. HDR will design the minor drainage structures including location, alignment, and type, size, shape, and material of the structure(s).

Task 4.2 Deliverables

- Inlet Calculations.
- Drainage Plans that include 2D layout, drainage profiles, drainage notes, and drainage details.
- Drainage Tabulations.

Task 4.6 Lighting Design

Clanton and Associates, a subconsultant, will be tasked to provide lighting and electric design services during preliminary and final design. See Attached from Clanton and Associates for Lighting Design.

Task 4.7 Tree Survey and Tree Replacement Plan

The discussions and coordination with stakeholders during design will determine the anticipated impacts to trees within the project area, and identification of the action for either protection or replacement. This task will identify the trees that will remain or will be removed in the project area and the associated documentation in coordination with the City's Forester.

In addition to coordination with the City's Forester, the City of Littleton's Tree Manual will also be consulted and referenced in the design and specifications where applicable.

Subtask 4.7.1 Tree Survey

An HDR biologist experienced in dendrology will conduct a field investigation, in coordination with the City's Forester, to identify the number, species, and diameter at breast height (DBH) of the trees identified for removal during construction. In addition, the biologist will identify the species and the DBH of the trees that are adjacent to the project impacts that are designated to remain in place and may require protection during construction.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Photographs and the location of the trees documented in the field will be recorded on a Global Positioning System (GPS) application via a handheld tablet. Following the field survey, HDR will prepare a memo documenting the information collected in the field.

Subtask 4.7.1 Deliverables

- Up to one (1) HDR Biologist will perform the field survey.
- Project memo documenting the tree survey.

Subtask 4.7.2 Tree Protection and Tree Replacement

HDR will prepare the associated tree protection details, in coordination with the City's Forester and requirements from the City of Littleton's Tree Manual, for the trees that are designated to remain in place that are adjacent to the project impacts. Tree owners in the project area will also be consulted regarding tree protection requirements.

HDR will prepare the associated design and specifications for the trees identified for either removal or protection.

The City will lead the development of a tree replacement plan, as required by CDOT, in coordination with RTD and property owners for their trees that will be removed with this project.

HDR will incorporate the replacement plan elements, if applicable, into the project design and specifications. HDR will provide design and technical input, as requested by the City, if required during development of the tree replacement plan for the project.

Subtask 4.7.2 Deliverables

- Tree protection details to be included with the project deliverables.
- Bid items, quantities, and engineer's estimate for tree removal and tree protection to be included with the project deliverables.

Task 4.7.2 Assumptions

- At this time, it is assumed that no irrigation or additional landscape design will be needed. If discussions with stakeholders result in irrigation or additional landscaping scope, a separate task order will be required.
- At this time, it is assumed that the project deliverables will not include the procurement and planting of replacement trees.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 4.8 Site Visit to Review the Design

HDR and the City will perform a review of the design in the field. Topographic will stake the limits of the FIR 30% design including ROW, curb lines, sidewalk, and toes of slope. The site visit for the design review will take place prior to starting the 90% design.

Task 4.8 Deliverables

- Coordination with Topographic for staking design features and ROW.
- Up to three (3) HDR staff to perform one (1) design review in the field with the City.
- HDR will document comments from the design review and provide responses.
- Notes from the site visit.

Task 4.9 Project Graphics for Project Milestone Updates

HDR will provide project area maps for the project milestone public and stakeholder updates at the 30% level design and at the 90% level design. The contents of the project area map with the proposed design graphics will be generated in coordination with the City for the two submittals.

Task 4.9 Deliverables

- Up to two (2) Project Area Maps for the 30% and 90% design progress.
- Coordination with the City for the Project Area Map content.
- HDR will perform a Quality Control (QC) review prior to issuing the map.

Task 4.9 Assumptions

- The City to distribute the Project Area Map on the project website and the City will provide public and stakeholder project update materials.

Task 5: Project Management

Task 5.2 General Project Administration

Additional time and fee are required for this task associated with the project management scope which includes internal and external coordination and project administration. There are no changes to the previous scope.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 5.3 Monthly Progress Meetings with the City and HDR

Additional time and fee are required for this task associated with holding monthly, virtual progress meetings for this addendum.

Task 5.3 Deliverables

- Attendance at up to 20 virtual meetings with the City including up to four (4) HDR staff.
- Preparation of meeting materials
- Includes Agendas, Meeting Minutes, and Project Decision Logs.

Task 5.4 Project Coordination and Additional Meetings

Additional time and fee are required for this task associated with additional coordination meetings with stakeholders. HDR will hold up to ten (10) additional coordination meetings with impacted stakeholders, including RTD, property owners, and developers. This assumes up to five (5) virtual and five (5) in-person meetings for up to four (4) HDR staff.

Task 5.4 Deliverables

- Attendance at up to ten (10) meetings with the City and other stakeholders.
- Preparation of meeting materials and project exhibits.

Task 6: Contractor Bid & Selection

Task included in the prior scope of work.

Task 7: Design Services During Construction

This task is for performing the work listed below, as directed from the City, on an “as-needed” basis during construction. HDR is the Engineer of Record (EOR) for the project and HDR’s contract will remain active throughout the construction phase. HDR’s design discipline leads and subconsultants will assist the City during the construction phase of the project and the work includes the following:

- Review contractor submittals.
- Respond to requests for information (RFI’s) that are design related.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

- Provide minor plan revisions on an “as-needed” basis during construction.
- Meeting attendance and a field visit

Attendance at weekly construction meetings, inspection services, and as-constructed drawings are not included in this scope of work. Attendance at weekly construction meetings and inspection services is under a separate contract for Construction Management/Construction Inspection services. It is anticipated the project contractor will provide the as-constructed drawings to the City.

Task 7.1 Review Contractor Submittals and RFI Responses

HDR will review contractor submittals, shop drawings, and respond to design related RFI's.

Task 7.1 Deliverables

- Review up to five (5) submittals and shop drawings for compliance with conformed bid documents (design drawings and specifications) as required. This assumes up to four (4) hours each submittal and shop drawing review.
- Provide up to ten (10) responses to written, design related RFI's and field clarifications for roadway, drainage, and traffic assuming up to four (4) hours each RFI. HDR will review and respond within 5 business days after receiving a written RFI, unless an RFI is indicated as expedited.

Task 7.2 Design Revisions During Construction

Plan revisions include minor changes to plans due to unknown or changed conditions, but do not include revisions required for major changes of design concepts.

HDR will provide quality assurance (QA) and quality control (QC) checks on revised design drawings and specifications.

Task 7.2 Deliverables

- Provide new or revised design drawings and/or specifications. Assumes up to two (2) revisions at 16-hours per revision.
- Provide cost estimates for proposed changes.
- Provide QA oversight and QC documentation.



SCOPE OF SERVICES

Mineral Station Area Multimodal Improvements

April 2026, Amendment #3

Task 7.3 Project Coordination and Meetings and Meetings During Construction

HDR will hold up to two (2) coordination meetings with the City and stakeholders which may be in person or virtual with three (3) HDR staff.

Task 7.3 Deliverables

- Attendance at up to two (2) meetings with the City and stakeholders. This assumes up to one (1) virtual and one (1) in-person meetings.
- Preparation of meeting materials and meeting notes.

Task 7.4 Project Site Visits

HDR will visit the project site as required during construction.

Task 7.4 Deliverables

- It is anticipated that up to four (4) site visits may be required during the duration of the project construction with two (2) HDR staff.

Additional Design Services During Construction to be provided by subconsultants:

- Lighting (Clanton and Associates) – See the attached Scope and Fee. Their Design Services During Construction (DSDC) portion is included under the Construction Observation task.
- Geotechnical and Pavement Design (Shannon and Wilson) – Shannon and Wilson have remaining fee (from the previous contract amendment scope) and will allocate a portion of their fee to answer up to four (4) design RFI's for geotechnical and pavements during construction.

Attachments:

Attachment A – Fee Summary and Breakdown

Attachment B – Clanton & Associates (Subconsultant) Scope and Fee

Attachment C – RECONN Utility Services (Subconsultant) Fee

Attachment D – Topographic (Subconsultant) Scope and Fee

Attachment A

Mineral Station Area Multimodal Improvements Addendum #3																									
Project Role	PM	Planning	Environmental Lead	Biologist	Biologist	Biologist	GIS	Promotional Graphics	Public Engagement	Roadway Lead	Roadway Engineer II	EIT II	Sr. Project Professional II	Drainage Design	Structures PE	Traffic Lead	ROW Lead	ROW Manager	Utilities Lead	Utilities EIT	SUE Sr. Technician	Project Controller	Total Hours/ Total Cost		
Staff Name	Janelle Jahnke	Keith Borshelm	Zach Bender	Sabrina Meadows	Erin Bailey	Robert Donatellon	Zane Littlefield	Katie Angell	Orlin Velasco	George Prince	Sam Acosta	Maria Chavez	Jeff Roberts	Greg Baker	Greg Jameson	Calvin Pletti	Todd Schura	Samantha DeLong	Glen Adams	Kathryn Delany					
Task 1 - Data Collection Subtotal Hours	260.00	247.00	212.00	100.00	190.00	155.00	116.00	198.00	195.00	145.00	247.00	158.00	247.00	212.00	295.00	171.00	268.00	145.00	247.00	135.00			182	\$ 41,484.00	
Task 1 - Data Collection Subtotal Cost																									
Task 2 - Concept Development (No Work) Subtotal Cost																									
Task 3 - Preliminary Design Subtotal Hours	4	0	14	20	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	44	
Task 3 - Preliminary Design Subtotal Cost																									
Task 4 - Final Design Subtotal Hours	26	0	2	0	14	4	24	6	42	60	28	118	0	6	0	0	0	0	0	0	0	0	0	309	
Task 4 - Final Design Subtotal Cost																									
Task 5 - Project Management & QA/QC Subtotal Hours	6,760.00	0	424.00	0	2,100.00	624.00	2,794.00	1,188.00	8,190.00	8,700.00	6,916.00	18,644.00	0	1,272.00	0	0	0	0	0	0	0	0	0	0	57,602.00
Task 5 - Project Management & QA/QC Subtotal Cost																									
Task 6 - Construction Bid & Solicitation Subtotal Hours	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	80	
Task 6 - Construction Bid & Solicitation Subtotal Cost																									
Task 7 - Design Services During Construction Subtotal Hours	40	0	0	0	0	0	0	0	54	2	10	0	10	8	0	0	0	0	0	0	0	0	0	124	
Task 7 - Design Services During Construction Subtotal Cost																									
Total Hours	290	16	16	20	14	4	24	6	96	95	38	118	10	14	22	20	64	65	24	80	24	80	1028		
Total Cost	\$ 75,400.00	\$ 3,952.00	\$ 3,392.00	\$ 3,000.00	\$ 2,100.00	\$ 624.00	\$ 2,794.00	\$ 1,188.00	\$ 18,720.00	\$ 14,210.00	\$ 9,386.00	\$ 18,644.00	\$ 2,470.00	\$ 2,868.00	\$ 6,292.00	\$ 3,420.00	\$ 18,304.00	\$ 7,540.00	\$ 5,928.00	\$ 10,800.00	\$ 5,928.00	\$ 10,800.00	\$ 211,122.00		
Direct Expenses																									
SUE - Equipment Operating Costs - RD R100																								\$ 132.00	
SUE - Equipment Operating Costs - GPS Rover																								\$ 438.00	
SUE - HDR Vehicle Mileage (30 Miles Roundtrip)																								\$ 90.00	
General - HDR Vehicle Mileage																								\$ 540.00	
RTD ROE Fee																								\$ 500.00	
Other																								\$ -	
Direct Expenses Total																								\$ 1,700.00	
SUBCONSULTANTS SCOPE ITEMS																									
Subconsultants																									
Surveyor (Topographic)																								\$ 10,780.00	
Shannon and Wilson																								\$ -	
Fidelity National Title Company																								\$ -	
Clanton and Associates																								\$ 40,120.00	
RECONN																								\$ 13,590.00	
Total Subconsultants																								\$ 64,490.00	
Project Total																								\$ 277,912.00	

2026 HDR Engineering Rates

Category	2026 Rate
Administrative I	\$ 87.00
Administrative II	\$ 106.00
Appraiser I	\$ 131.00
Appraiser II	\$ 168.00
CAD/GIS Technician I	\$ 104.00
CAD/GIS Technician II	\$ 118.00
CAD/GIS Technician III	\$ 156.00
CAD/GIS Technician IV	\$ 181.00
Communication Coordinator/Public Outreach Assistant	\$ 94.00
Communication Coordinator/Public Outreach I (Entry)	\$ 116.00
Communication Coordinator/Public Outreach II (Mid-Level)	\$ 149.00
Communication Coordinator/Public Outreach III (Senior)	\$ 176.00
Communication/Public Outreach Manager	\$ 238.00
Communication/Public Outreach Project Lead	\$ 198.00
Communication/Public Outreach, Creative Director	\$ 198.00
Communication/Public Outreach, Graphic Artist	\$ 130.00
Communication/Public Outreach, Graphic Artist Manager	\$ 182.00
Communication/Public Outreach, Graphic Assistant	\$ 116.00
Communication/Public Outreach, Sr. Graphic Artist	\$ 152.00
Construction Inspector I	\$ 113.00
Construction Inspector II	\$ 144.00
Construction Inspector III	\$ 173.00
Construction Manager I	\$ 148.00
Construction Manager II	\$ 160.00
Construction Manager III	\$ 176.00
Construction Project Engineer I	\$ 178.00
Construction Project Engineer II	\$ 226.00
Construction Project Engineer III	\$ 263.00
Construction Schedule Reviewer I	\$ 178.00
Contract Manager	\$ 313.00
Designer I	\$ 122.00
Designer II	\$ 158.00
Designer III	\$ 181.00
Economist I	\$ 123.00
Economist II	\$ 137.00
EIT I	\$ 124.00
EIT II	\$ 145.00
EIT III	\$ 160.00
EIT IV	\$ 167.00
Environmental Specialist I	\$ 118.00
Environmental Specialist II	\$ 150.00
Environmental Specialist III	\$ 186.00
Financial Consultant	\$ 153.00
Intern	\$ 85.00
National Discipline Advisor	\$ 353.00
National Financial Advisor	\$ 449.00

Category	2026 Rate
Planner I	\$ 122.00
Planner II	\$ 150.00
Planner III	\$ 179.00
Planner IV	\$ 219.00
Planner Jr.	\$ 111.00
Principal Economist	\$ 260.00
Principal Financial Consultant	\$ 235.00
Principal In Charge	\$ 299.00
Project Controller I	\$ 118.00
Project Controller II	\$ 135.00
Project Controller III	\$ 149.00
Project Coordinator I	\$ 101.00
Project Coordinator II	\$ 127.00
Project Engineer I	\$ 173.00
Project Engineer II	\$ 195.00
Project Engineer III	\$ 219.00
Project Engineer IV	\$ 237.00
Project Manager I	\$ 244.00
Project Manager II	\$ 260.00
Project Manager III	\$ 269.00
Project Professional I	\$ 177.00
Project Professional II	\$ 190.00
Project Professional III	\$ 204.00
Regional Discipline Leader	\$ 321.00
ROW Agent I	\$ 120.00
ROW Agent II	\$ 135.00
ROW Agent III	\$ 171.00
Senior Economist	\$ 177.00
Senior Financial Consultant	\$ 190.00
Sr. Construction Manager I	\$ 197.00
Sr. Construction Manager II	\$ 219.00
Sr. Construction Manager III	\$ 237.00
Sr. Construction Project Engineer I	\$ 282.00
Sr. Construction Project Engineer II	\$ 304.00
Sr. Project Manager I	\$ 278.00
Sr. Project Manager II	\$ 290.00
Sr. Project Manager III	\$ 309.00
Sr. Project Professional I	\$ 212.00
Sr. Project Professional II	\$ 247.00
Sr. Project Professional III	\$ 286.00
Sr. Schedule/Claims Analyst	\$ 346.00
Sr. Technical Advisor	\$ 308.00
Technical Writer	\$ 181.00

Expense Item	Rate
Plots (Mylar)	At Cost
Plots (Bond)	At Cost
Copies (8.5x11 B&W)	At Cost
Copies (8.5x11 Color)	At Cost
Copies (11x17 B&W)	At Cost
Copies (11x17 Color)	At Cost
Travel Costs	IRS allowable/at cost
Meals, Fuel	Per Diem/At Cost
Outside Expenses	At Cost

February 20, 2026

Janelle Jahnke

HDR

1670 Broadway, Suite 3400

Denver, CO 80202

T. 303-318-6355 | C. 720-244-0315 | Janelle.Jahnke@hdrinc.com

Re: Mineral Station West
Lighting and Electrical Design Consulting Proposal
Clanton Project #23016

Clanton and Associates proposes to undertake the lighting and electrical consulting for the Mineral Station West Project in Littleton, CO.

Estimated labor:	\$ 39,820
Estimated expenses:	\$ 300
Total Fee (labor and expenses):	\$ 40,120

The scope of work includes:

- Lighting and Electrical Engineering for improvements to the Mineral Station West property along Platte River Pkwy, north of Mineral Ave and west of Santa Fe Dr. This includes a new cycle track, a new roundabout, and Carson Dr.

Assumptions

- Electrical services will be metered and owned by City of Littleton, and RTD
- Clanton will be issuing all models in AutoCAD or Microstation (Connect Edition or V8i).

Fees are billed hourly not to exceed the contract amount without prior approval. Invoicing will occur monthly based on hours worked.

Project deliverables will be issued on agreed upon dates between Clanton & Associates, Inc and the Client. Any model or background update will be provided no fewer than five business days prior to any indicated deliverable.

Design services shall include the following:

Preliminary Lighting Design

This phase is to ramp up the lighting and electrical design to confirm our Basis of Design and preliminary lighting and electrical assumptions with the City and RTD. The submittal will be an informal review to ensure that our design is developing in the right direction before developing the full 90% Final Design.

- Kickoff meeting
- Site visit to observe existing lighting conditions
- Establish basis of design
- Lighting design
 - Lighting layout
 - Luminaire selection
 - Lighting calculations
- Identify potential power source locations
- Coordinate power source locations and capacity with electric utility
- Tabulation of approximate quantities
- Opinion of Probable Cost
- Up to one (1) submittal (30% Roll Plot & CAD Basefile)
- Attendance at Preliminary Lighting & Electrical Review meeting (virtual)

90% Design (FOR)

- Incorporate comments from Preliminary Design Review, up to one (1) comment response
- Lighting design
 - Final lighting layout
 - Lighting details
 - Luminaire schedule
- Electrical design
 - Panel schedules
 - One-line diagrams
 - Lighting Control Centers, including short circuit calculations and feeder sizing
 - Circuiting and conduit, including voltage drop calculations and conduit sizing
 - Electrical details
- Coordinate power source locations and capacity with electric utility
- Specifications
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to one (1) submittal (90% set)

-
- Quality Control
 - Submittal IDR
 - Attendance at 90% Review meeting (virtual)

100% Design (Bid Set & AD)

- Incorporate comments from 90% review, up to one (1) comment response
- Lighting Design
- Electrical design
- Specification revisions
- Tabulation of Approximate Quantities
- Opinion of Probable Cost
- Up to two (2) submittals (Bid Set & stamped plans)
 - Quality Control
 - Submittal IDR

Construction Observation

- Up to three (3) team meetings (virtual)
- Review lighting equipment submittals (up to two (2) reviews included)
- Review electrical equipment submittals (up to two (2) reviews included)
- Respond to RFIs, up to 4 RFIs
- Up to one (1) final site visit to punch out project (2 people, 1/2 day)
- Punch List

Project Management

- Team coordination, up to eight (8) meetings
- Monthly invoices with progress reports
- Meeting agendas and meeting minutes

This scope of work is based upon normal project progress and within the time schedule agreed upon, without major redesign or change order work. Additional fees will be required if project timing is extended or project is put on hold and restarted at later date. If the project timing exceeds one year, additional services rates may increase.

The scope is based on email and documents sent on 02/16/2026 from Janelle Jahnke to Dane Sanders.

Not included in this scope of work but is available for extra services:

- Additional site visits or meetings
- Development or issuing of electric utility work order forms, applications, and/or meter address applications

-
- Temporary Lighting
 - Electrical engineering for non-lighting electrical infrastructure (e.g. traffic signals, ITS equipment, security cameras, electrical vehicle (EV) infrastructure, electrical receptacles, smart city and/or small cell infrastructure).
 - Significant lighting and/or electrical redesign after resolution of 30% comments provided by stakeholders based on client changes such as: changes in streetlight ownership, addition of new electrical service(s), or a change from resetting existing streetlights to new streetlight installation.
 - Location or load changes to electrical infrastructure after the 90% (FOR) submittal. This shall include, but is not limited to, shifting of ITS equipment, traffic cabinets, power sources, or changes to the electrical load require recalculation of voltage drop and short circuit calculations.
 - Any development, design, or detailing of custom luminaires
 - Drafting on non-digital backgrounds such as *.pdf or *.jpg files
 - Value engineering
 - Coordination during bid phase
 - Client presentations
 - Renderings
 - Mock-ups
 - Art lighting or development of light art

Specific exclusions from this scope are as follows:

- Structural engineering
- Equipment procurement
- Commissioning
- Survey control map or Right-of-Way plans
- Subsurface Utility Engineering
- Communication wiring to Traffic Signals

Client will supply Clanton and Associates with review materials and backgrounds in AutoCAD or Micro Station format. Reimbursable expenses shall include printing costs, overnight delivery and travel expenses associated with the project and shall be charged in addition to the compensation for professional services. Payment for services is expected within 30 days of invoice unless other arrangements are made in writing.

Work shall commence upon receipt of a signed copy of this agreement. This agreement is valid for 60 days.



02/20/2026

CLANTON & ASSOCIATES

DATE

Labor Summary - Lighting Design & Electrical Engineering

Mineral Station West


Littleton, CO

2/20/2026

Phase	30% Design		90% Final Design		100% PS&E / AD		Services During Construction		Project Management		TOTAL PROJECT	
	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt	Hrs	Amt
Dane Sanders	2.00	\$ 790.00	4.00	\$ 1,580.00	2.00	\$ 790.00	4.00	\$ 1,580.00	0.00	\$ -	12.00	\$ 4,740.00
Kaitlyn Phelan	10.00	\$ 2,000.00	36.00	\$ 7,200.00	10.00	\$ 2,000.00	6.00	\$ 1,200.00	20.00	\$ 4,000.00	82.00	\$ 16,400.00
Alliah Halcomb	8.00	\$ 1,440.00	16.00	\$ 2,880.00	6.00	\$ 1,080.00	4.00	\$ 720.00	0.00	\$ -	34.00	\$ 6,120.00
Hannah Juul	8.00	\$ 1,280.00	16.00	\$ 2,560.00	6.00	\$ 960.00	4.00	\$ 640.00	0.00	\$ -	34.00	\$ 5,440.00
Jonathan Ehnert	2.00	\$ 520.00	6.00	\$ 1,560.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	8.00	\$ 2,080.00
Eric Smallwood	10.00	\$ 1,400.00	20.00	\$ 2,800.00	2.00	\$ 280.00	4.00	\$ 560.00	0.00	\$ -	36.00	\$ 5,040.00
Subtotal Hours	40.00		98.00		26.00		22.00		20.00		206.00	
Subtotal Fee		\$ 7,430.00		\$ 18,580.00		\$ 5,110.00		\$ 4,700.00		\$ 4,000.00		\$ 39,820.00

Title	2026 Standard Rates
Intern	\$ 125
CADD Technician I	\$ 130
Assistant Designer	\$ 155
Assistant Lighting Planner	\$ 155
Design Engineer	\$ 160
CADD Technician II	\$ 140
Senior CADD Technician	\$ 145
Designer	\$ 165
Lighting Planner	\$ 165
Engineer	\$ 180
Associate CADD	\$ 160
Project Designer	\$ 180
Project Lighting Planner	\$ 180
Project Engineer	\$ 190
Administration Manager	\$ 115
Senior Project Designer	\$ 200
Senior Lighting Planner	\$ 200
Senior Project Engineer	\$ 215
Associate Designer	\$ 240
Associate Lighting Planner	\$ 240
Senior Electrical Specialist	\$ 255
Senior Lighting Specialist	\$ 255
Senior Lighting Expert	\$ 410
Associate Engineer	\$ 240
Marketing Manager	\$ 125
Controller	\$ 150
Production Manager	\$ 260
Senior Associate Engineer	\$ 260
Senior Associate Designer	\$ 260
Senior Associate Lighting Planner	\$ 260
Senior Planning & Policy Manager	\$ 260
Director of Project Operations	\$ 255
Principal	\$ 370
Chief Executive Officer	\$ 395
President	\$ 395

Attachment C

Project Estimate and Work Unit Tracking Report						
Project Address	Mineral Station		Date Estimated		26-Feb	
City/State	Littleton	CO	County		Arapahoe	
Project Lead Name	Todd Scharra		PE Stamp Require			
Email			PH#		303-524-8423	
Contractor	RECONN					
Lead Name	Ben Perez		PH#		970-420-8819	
Project length Ft.	TH	10	Estimate Completion Date		TBD	
Itemized bid cost estimate vs actual billing						
	<i>Estimate</i>		<i>As invoiced by RECONN</i>			
	Estimating Tool		Actual invoiced billing			
	Units	Est	Current	Previous	Total	
Map and Data	1	\$ 150				
Onsite reviews & Project Management	1	\$ 850				
Traffic Control (Designating)		\$ -				
Traffic Control (Vac Ex)	2	\$ 2,400				
Traffic Control - Uniformed Traffic Cop		\$ -				
Permits (pass through actual cost)	1	\$ 150				
Supplemental Data (Testholes logs, QLC Data)	10	\$ 100				
Plan Page (700' per page)		\$ -				
Designating (1 Tech/Day)		\$ -				
Sewer Services (ea) QLB		\$ -				
Sewer Main (per 1000 ft) QLB		\$ -				
PE Stamp/Review/site visits		\$ -				
Vacuum Ex (day rate up to 8' hole)	2	\$ 4,100				
Vac Excavator - Spoils Dump & Backfill	2	\$ 390				
Large Hydro Excavator		\$ -				
Large Hydro Excavator - Spoils Dump		\$ -				
Pointman		\$ -				
Testhole Core Drill - Per hole	10	\$ 750				
Mobilization/Per Diem		\$ -				
Permanent Restoration Day Rate (Asphalt or Concrete Hole Only Repair (No full panel or cut outs)	1	\$ 4,700				
Totals		\$13,590	\$ -	\$ -	\$ -	
<p>RECONN shall comply with all applicable laws and regulations governing 811 utility notification prior to commencing any work requiring utility locates. RECONN shall not be responsible for any damages, delays, or additional costs arising from inaccurate, incomplete, or untimely utility locates performed by 811 or any other third-party utility locating service, nor shall RECONN be held liable for delays resulting from the scheduling or completion of such locates.</p>						
RECONN						



February 19, 2026

Janelle Jahnke, P.E.
HDR
1670 Broadway, Suite 3400
Denver, CO 80202

**Re: Proposal for Professional Surveying Services
Mineral Station Area Multimodal Improvements – Amendment 2
City of Littleton, Colorado**

Dear Janelle,

Topographic Co. (Topographic) has prepared this proposal as an amendment to the previous scope of work for the above-referenced City of Littleton (City) project. The scope of services is based on our Monday, February 16, 2026, phone call, email on Thursday, February 19, 2026 and the previous scope of services approved for this project.

SCOPE OF SERVICES

This scope of services is intended to add additional time and fee for Task G, as shown below from the original scope of services, based on the assumption that the permanent easements required for the project will require Option 1, full Right-of-Way Plans, and to add a task to provide field staking for proposed design elements.

Task G – Right-of-Way Plans, Legal Descriptions and Exhibits

OPTION 1

- Topographic will prepare Right-of-Way Plans formatted in the current CDOT configuration per the CDOT Right-of-Way Manual.
- The geometry for the proposed right-of-way parcels will be provided to us by others for inclusion in the Right-of-Way Plans.
- Design files will be provided to us by others for inclusion in the Right-of-Way Plans.
- Topographic will prepare written property descriptions with a graphic exhibit. Based on the scope of the project provided by the City, we have estimated that approximately four (4) legal descriptions will be required, one (1) permanent easement and one (1) temporary easement for each of the two (2) RTD properties.
- Upon review of the Right-of-Way Plans by CDOT and the City, Topographic has allotted time for any revisions needed during the negotiation process. Topographic will deliver a PDF of the finished Right-of-Way Plans, signed, and sealed by the Professional Land Surveyor in responsible charge.



- Topographic will deliver PDF copies of the property descriptions and exhibits with the electronic signature and seal of the Professional Land Surveyor in responsible charge.
- Reception numbers of the deeds for the newly purchased right-of-way parcels will be added to the tabulation of owner's sheets in the Right-of-Way Plans.
- Topographic will deposit the final Right-of-Way Plans in Arapahoe County after the new parcels have been purchased.

Task I – Field Staking

- Topographic will complete field staking as requested for a site walk-through, including back of sidewalk, curb and gutter, right-of-way, and toes of slope. (We have assumed for this proposal one-time staking per parcel and 48 hours prior notice for staking request).
- Topographic has assumed two (2) field days, and time for office preparation for staking on this task.

FEES

For the services described herein, Topographic proposes to be compensated on a time and materials basis, in accordance with the attached Charge Rate Fee Schedule for a total fee not to exceed **\$10,780**. Our fee breakdown is as follows:

Task G – Right-of-Way Plans, Legal Descriptions and Exhibits (Option 1)	\$ 6,000
Task I – Field Staking	\$ 4,780
ADDITIONAL FUNDS FOR TASK G (OPTION 1)	\$ 10,780

SCHEDULE

Upon your written notice to proceed, we are prepared to commence work immediately.

Thank you for the opportunity to provide our services to you. Please contact us if you have any questions.

Sincerely,

Topographic Co.

Chet Smith

Chet Smith, PLS
Civil Survey Department Manager

Attachments: Topographic Fee Schedule

TOPOGRAPHIC.COM

12265 West Bayaud Ave, Suite 130 | Lakewood, CO 80228 | T 303.989.1461 | F 817.744.7554

Topographic is a national full-service Design, Land Surveying, Engineering and Environmental consulting firm.



SCHEDULE OF SURVEYING & CIVIL ENGINEERING FEES

The following rates are effective January 3, 2025 through January 4, 2027 and subject to re-negotiation at the beginning of each calendar year. Overtime Rate for all personnel will be computed at 1.0 times the hourly rate for excess over 40 hours per week.

SURVEY SERVICES

Sr. Project Manager/Licensed Surveyor	\$ 200.00/ hour
Project Manager II	\$ 135.00/ hour
Survey/Scanning Technician	\$ 120.00/ hour
One-Person Survey Crew	\$ 175.00/ hour
Two-Person Survey Crew	\$ 195.00/ hour
Three-Person Survey Crew	\$ 235.00/ hour
GIS Mapping Services	\$ 115.00/ hour
Drafting	\$ 105.00/ hour
Clerical	\$ 75.00/ hour
Contract Administrator	\$ 158.00/ hour

Inclusive of the established rates: All survey equipment, standard tools, field consumables and insurance coverage of all employees and equipment

CIVIL ENGINEERING

Principal/Licensed Professional Engineer	\$ 165.00/ hour
Civil Lead	\$ 160.00/ hour
Sr. Project Manager	\$ 150.00/ hour
Sr. Project Engineer IV	\$ 140.00/ hour
Project Engineer III	\$ 130.00/ hour
Project Engineer II	\$ 120.00/ hour
Project Engineer I	\$ 110.00/ hour
CAD/Civil Technician	\$ 100.00/ hour
Administrative	\$ 60.00/ hour

REIMBURSABLE EXPENSES

Reproduction (Bond)	\$ 0.25/sf
Reproduction (Mylar)	\$ 4.00/sf
Per Diem	Govt Rate
Lodging	Govt Rate
Subconsultants	@ Cost
Mileage	Govt Rate



Staff Communication

File #: Resolution 35-2026, **Version:** 1

Agenda Date: 06/02/2025

Subject:

Resolution 35-2026: Approving an amendment to the Intergovernmental Agreement between the Colorado Department of Human Services and the Littleton Police Department for Co-Responder Programs

From:	James L. Becklenberg, City Manager
Prepared by:	Gene Enley, Interim Chief of Police
Presentations:	N/A

PURPOSE:

This Intergovernmental Agreement (IGA) addresses the acceptance and use of grant funds awarded to the Littleton Police Department (LPD) by the Colorado Department of Human Services for the department's Co-Responder Program.

LONG-TERM OUTCOME(S) SERVED:

Safe Community

DISCUSSION:

The IGA details requirements for both parties regarding grant funding awarded to the LPD for reimbursement of expenses related to the department's Co-Responder Program. The LPD was awarded \$115,000 in grant funding for the 2026 State of Colorado fiscal year (7/1/26 - 6/30/27).

BACKGROUND:

The LPD has operated a successful Co-Responder Program since 2018 in partnership with AllHealth Network. Co-Responders are licensed mental health clinicians who accompany LPD officers on calls for service related to individuals experiencing mental health crises. Over the years the Co-Responder Program has expanded from one part-time Co-Responder to its current staffing of two full-time Co-Responders and a full-time Crisis Case Manager. The goal of the Co-Responder Program is to provide immediate access to mental health services, including crisis de-escalation, for those in need at the time of the crisis. Research has shown immediate access to services has been beneficial in reducing repeat calls for chronic service users, as well as being more successful in long-term solutions for those in need.

Funding for the Co-Responder Program has been a collaborative effort between the City of Littleton and AllHealth Network. A significant portion of AllHealth's funding has come from a state grant for mental health services. The city's funding has been provided through the general fund as part of the police department's annual budget allocation. For fiscal year 2026, the State of Colorado Department of Human Services elected to stop awarding this type of grant funding to private entities and instead award it to county and municipal agencies who participate in Co-Responder Programs. In our case, essentially the state has transferred their grant funding from AllHealth directly to the police department. The funding will be used to reimburse a portion

of the costs associated with the department's Co-Responder Program, including staffing for Co-Responders and Crisis Case Managers.

Prior Actions or Discussions

05/20/2025 - Council approved Resolution 54-2025

FISCAL IMPACTS:

The police department currently contracts with AllHealth Network to provide licensed clinicians to serve as Co-Responders and Crisis Case Managers. The department's 2026 (1/1/26 - 12/31/26) contract with AllHealth is \$308,707.38. This grant funding becomes available for use 7/1/26 and will be used to offset costs for the AllHealth contract after that date.

The amendment is to accept the State of Colorado 2026 grant funding of \$115,000.

There is no fiscal impact, either positive or negative, as this grant funding had previously been awarded to AllHealth and resulted in a lesser cost for their services to the department. Now that the funding is awarded to the police department, AllHealth has passed on the equivalent increase in costs for their services due to their loss of the grant funding.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution approving an IGA between the Colorado Department of Human Services and the Littleton Police Department for Co-Responder Programs.

ALTERNATIVES:

N/A

PROPOSED MOTION:

I move to approve Resolution 35-2026 amending the IGA between the Colorado Department of Human Services and the Littleton Police Department for Co-Responder Programs.

1 CITY OF LITTLETON, COLORADO

2
3 Resolution No. 35

4
5 Series, 2026

6
7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
8 COLORADO, APPROVING AN AMENDMENT TO THE IGA BETWEEN
9 THE COLORADO DEPARTMENT OF HUMAN SERVICES AND THE
10 LITTLETON POLICE DEPARTMENT FOR CO-RESPONDER PROGRAMS

11
12 WHEREAS, the Littleton Police Department seeks to provide valuable crisis
13 intervention services to community members experiencing mental health crises; and

14
15 WHEREAS, the Littleton Police Department operates a Co-Responder Program in
16 partnership with AllHealth Network that utilizes licensed mental health clinicians and crisis case
17 managers to provide immediate mental health services to community members experiencing
18 mental health crises; and

19
20 WHEREAS, the Colorado Department of Human Services has provided grant
21 funding to the Littleton Police Department to offset costs associated with the department’s Co-
22 Responder Program; and

23
24 WHEREAS, the Littleton Community benefits from the Co-Responder Program’s
25 ability to provide essential crisis intervention services.

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
28 THE CITY OF LITTLETON, COLORADO, THAT:

29
30 The Intergovernmental Agreement between the Colorado Department of Human
31 Services and the Littleton Police Department for Co-Responder Programs is hereby approved.

32
33 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
34 City Council of the City of Littleton, Colorado, on the 2nd day of June 2026, at 6:30 p.m. at the
35 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

36 ATTEST:

37
38 _____
39 Colleen L. Norton
40 CITY CLERK

41
42 _____
43 Kyle Schlachter
MAYOR

44
45 APPROVED AS TO FORM:
46
47
48 _____
49 Reid Betzing
CITY ATTORNEY



Contract Amendment #1

Signature and Cover Page

State Agency

Colorado Department of Human Services
 Behavioral Health Administration

Contractor

City of Littleton for the use and benefit of the
 Littleton Police Department

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2026 \$108,535.00

Extension Terms

State Fiscal Year 2027 \$115,000.00

Total for All State Fiscal Years \$223,535.00

Original Contract Number

26 IBEH 198176

Amendment Contract Number

26 IBEH 197168

Contract Performance Beginning Date

July 1, 2025

Current Contract Expiration Date

June 30, 2027

Signature page begins on next page.

The Parties Hereto Have Executed This Amendment

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

Contractor
 City of Littleton for the use and benefit of the
 Littleton Police Department

State of Colorado
 Jared S. Polis, Governor
 Colorado Department of Human Services
 Michelle Barnes, Executive Director

By: Kyle Schlachter, Mayor

By: Stephanie Beasley, Commissioner
 Behavioral Health Administration

Date: _____

Date: _____

APPROVED AS TO FORM:

 Reid Betzing, City Attorney

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
 Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios/Nina
 Douglass

Amendment Effective Date: _____

1. Parties

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. Terminology

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2026, whichever is later, and shall terminate on the termination of the Contract.

4. Purpose

Under the original contract the Contractor has implemented a Co-Responder Services Program for its community by partnering with key stakeholder partners.

The purpose of this amendment is to renew the contract for State Fiscal Year 2027. This amendment updates Exhibit A, Exhibit B, and adds \$115,000.00 in new funding for FY27

5. Modifications

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. REPLACE Exhibit A, Statement of Work, with Exhibit A-1, Statement of Work, attached and incorporated by reference.
- D. ADD Exhibit B-1, Budget, attached and incorporated by reference.

6. Limits Of Effect and Order of Precedence

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1- Statement of Work

Article 1

Purpose and Target Population

1.1 Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs. Co-Responder Programs (“Programs”) create and foster partnerships between behavioral health professionals and law enforcement, in order to provide effective responses to individuals in crisis and those with behavioral health needs (mental health and/or substance use). Programs identify calls for police service where behavioral health appears to be a relevant factor and utilize the combined expertise of behavioral health and law enforcement to de-escalate situations, deflect individuals away from unnecessary criminal legal system involvement and hospitalization, and link individuals to appropriate services. The behavioral health clinician provides on-site screening and assessment, crisis intervention services, and referrals, as well as follow-up and connections to additional resources when necessary.

Taking population density and other available resources into consideration, the program and team structure vary between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches: a primary or secondary response model. A primary response is when the clinician is paired with an officer for a joint response, and the officer’s time is usually dedicated to the program. A secondary response is when the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer. In addition to law enforcement and behavioral health clinicians, Programs may include other components, such as additional first responder types (fire, EMS, etc.), case management, and peer support.

1.2 Target Population

Individuals who are brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the Contractor and their Program policies. This includes individuals at risk of low-level offenses, misdemeanor crimes, or repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Acronyms

- 2.1 **“BAA”** means Business Associate Agreement, as defined in Exhibit D - HIPAA Business Associate Agreement- Qualified Service Organization Addendum.
- 2.2 **“BHA”** means Behavioral Health Administration established in Section 27-50-102, C.R.S.
- 2.3 **“CDHS”** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.
- 2.4 **“Co-Responder Program”** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.
- 2.5 **“Contractor”** means individual or entity selected as a result of solicitation to complete the work contained in the Contract.
- 2.6 **“Critical Incident”** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.
- 2.7 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
- 2.8 **“Program”** means the Co-Responder program.
- 2.9 **“Program/Project Manager”** means the person responsible and accountable for managing the Contractor's Co-Responder Program.
- 2.10 **“Program Coordination Group”** means the group that oversees the Program's implementation and progress.
- 2.11 **“Project Director”** means the person who is employed by and has decision making authority for the Contractor, holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight.
- 2.12 **“RNR”** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.
- 2.13 **“Steering Committee”** means the group responsible for guiding changes and addressing issues related to the implementation and development of the Program.

Article 3 Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to the following:

- (a) Program personnel, project management, and community engagement.
- (b) Costs for temporary services and treatments necessary to stabilize a participant's condition, including necessary housing, when other funding is unavailable.
- (c) Outreach.
- (d) Specialized program training approved by BHA.
- (e) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
- (f) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
- (g) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

- (a) The Contractor shall provide BHA with an annual Work Plan, using the BHA-provided template, for review and approval.
 - i. DELIVERABLE: Annual Work Plan
 - ii. DUE DATE: Due 30 days from Contract Effective Date and annually thereafter
 - iii. DELIVERED TO: Program Manager

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of contract execution. At the end of this period, the Contractor is expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Contractor is unable to implement the program within three months, the Contractor will be placed on a performance improvement plan and shall work with BHA to draft and meet it.

3.5 Steering Committee

- (a) The Contractor shall develop and maintain a Steering Committee that meets at least biannually to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
- i. Lead law enforcement agency representative.
 - ii. Behavioral health service provider representative.
 - iii. Impacted individual and/or consumer or family member.
 - iv. Local hospital representative and;
 - v. Crisis Services representative.
- (b) The Contractor shall also include other entities in the Steering Committee, which, in its determination, are integral to the success of the Program. Entities may include, but are not limited to, prosecutors, jail administrators, advocacy groups, and harm reduction agencies.
- (c) The Steering Committee shall be charged with the following:
- i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
 - ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
 - iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving, and design modifications throughout the life of the Program.
 - iv. To designate appropriate staff to make up a Program Coordination Group.
 - v. To identify and resolve or reduce the impact of any barriers to the Program's success.
 - vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
 - 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
 - 2) DUE DATE: Sixty (60) days after contract execution and as updated
 - 3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.6 Program Coordination Group

- (a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If creating two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.
- (b) The Program Coordination Group shall:
- i. Oversee officer and Program training implementation, as specified in Article 3.12 below.
 - ii. Measure the Program's progress toward achieving stated goals.
 - iii. Resolve ongoing challenges to the Program's effectiveness; and
 - iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.
- (c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.
- 1) DELIVERABLE: Steering Committee & Program Coordination Group Rosters
 - 2) DUE DATE: Sixty (60) days after contract execution and as updated
 - 3) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.7 Program/Project Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Manager is the point person for BHA throughout the life of the contract. The Contractor shall notify BHA by email of any changes to the Manager's contact information within one business day of the change.

3.8 Project Director

If the Manager is not employed within the Contractor's agency or does not have the necessary decision making authority, the Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall responsibility for ongoing program administration and fiscal oversight and is the point of contact for BHA for the purposes of contract management and oversight. The Contractor shall notify BHA via email of any changes to the Project Director's contact information within one business day of the change. If the Manager has

the necessary authority within the Contractor's agency, the Project Director role may be the same person.

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies, or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

- (a) DELIVERABLE: Partnership Agreement(s)
- (b) DUE DATE: Upon execution of a partnership agreement(s)
- (c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.10 Data Sharing Agreements

The Contractor shall ensure that a data-sharing Business Associates Agreement ("BAA") is developed and implemented between the partner agencies, as required by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

- (a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
- (b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Article 3.11, to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed-upon revisions in the final policies and procedures.
 - i. DELIVERABLE: Program Policies and Procedures Document
 - ii. DUE DATE: Draft document due to BHA ninety (90) days from initial Contract Effective Date. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes
 - iii. DELIVERED TO: BHA Program Manager shall provide email address during contract execution process.

(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.

i. Target Population and Eligibility Criteria

The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to and contacted by the Program, including the types of calls for service and the general circumstances that warrant a co-response engagement. The Contractor shall include the Target Population criteria outlined in Article 1.2 in the Program target population and eligibility criteria.

ii. Call Taker and Dispatcher

The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

- 1) The specific information call takers must gather from calls.
- 2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
- 3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.
- 4) Call types that Co-Responder Teams will respond to and the process by which dispatchers request deployment of the Co-Responder team to active calls for service.

(d) Stabilization, Observation, and Disposition

The Contractor shall develop policies and procedures to help guide law enforcement officers and behavioral health Co-Responders to resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer

The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

- i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

- ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
- iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Article 3.19.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA Program Manager, and other required Program meetings and training throughout the term of the Program.

- i. DELIVERABLE: Monthly Program Progress Status meetings
- ii. DUE DATE: Monthly (day and time shall be mutually agreed upon after contract execution)
- iii. DELIVERED TO: BHA Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers who have received training about the Program that is sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other internal and external stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, Program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit copies of all their subcontracts related to this project within thirty (30) days of subcontract execution. In the event of the termination of a partnership with a subcontractor related to service provision of this project, the Contractor shall transition to a new partnership or hire personnel within the Contractor's agency no later than thirty (30) days from termination to ensure continuity of service for participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

- (a) DELIVERABLE: Subcontractor Executed Copies
- (b) DUE DATE: Upon execution of subcontracts
- (c) DELIVERED TO: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Data Collections and Program Outcomes

The Contractor shall collect data, measure outcomes, and report Program outcomes to the State, using the BHA data collection form, to assist in determining the effectiveness of the Program. The Contractor shall provide the BHA Program Manager with the email(s) of the Program personnel who are responsible for the monthly data submission for inclusion on the Secure Uploader whitelist. The URL for the Secure Uploader is listed on the data collection form and may be requested from the BHA Program Manager

- (a) Deliverable Report Title: Monthly data reporting
- (b) Deadline: Fifteen (15) days after the end of the reporting month
- (c) Deliverable Submission: Upload completed data template monthly via the BHA Secure Uploader

Article 4
Deliverables

4.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified.

Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

Deliverable	Deadline	Statement of Work Reference
Revised Work Plan (On a template provided by BHA)	Due 30 days from Contract Effective Date and annually thereafter	Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	Article 3.11
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Article 3.9
Monthly Progress Status Meeting (Mutually agreed upon day/time via Google Meet)	Monthly	Article 3.12
Data reporting (Using BHA provided template and submitted through Secure Uploader)	Fifteen (15) days after the end of the reporting month	Article 3.20
Subcontract(s) copies	Upon execution of subcontract(s)	Article 3.18
Steering Committee and Program Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Articles 3.5 and 3.6

Article 5

Performance Outcome Measures

5.1 Measure: Number of calls for service and referrals received and responded to by Program

Outcome Goal: Of the total number of Program calls for service and referrals, 70% or more will receive a response.

5.2 Measure: Number of calls that do not result in arrest.

Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

5.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.

Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.



COLORADO
Behavioral Health
Administration

Exhibit B-1: FY27 Annual Budget

BHA Program	Co-Responder Program		
Agency Name	Littleton Police Department	Program Contact Name, Title	Commander Hal Mandler
		Phone	303-795-3889
		Email	hmandler@littletongov.org
Budget Period	07/01/2026-06/30/2027	Fiscal Contact Name, Title	Commander Hal Mandler
		Phone	303-795-3889
		Email	hmandler@littletongov.org
Project Name	Littleton Police Department Co-Responder Program	Date Completed	4/15/2026

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

Expenditure Categories					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					\$ -
Total Personnel Services (including fringe benefits)					\$ -
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
AllHealth Network	AHN will provide programming staff including Co-Responder positions (hourly, shift differential, OT, benefits, payroll taxes), crisis case manager and program manager support (clinical supervision & administrative functions for the team). Will also include funds to support professional development (conference attendance & travel expenses, training, continuing ed, etc). Client needs and other allowable program expenses, funding permitted and with BHA approval. This is partial funding, shared with LPD)	\$ 9,583.33	12	\$ 115,000.00	
Total Contractors/Consultants					\$ 115,000.00
Travel					Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA	
				\$ -	
Total Travel					\$ -

Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Supplies & Operating Expenses				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 115,000.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196				
			Subaward in excess of \$50,000	\$ -
			Rent	\$ -
			Equipment	\$ -
			Other	\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 115,000.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item		Percentage	Total Amount Requested from
				\$ -
Total Indirect				\$ -
TOTAL Request				\$ 115,000.00

v.4.11



State of Colorado

Department of Human Services Contract

Signature and Cover Pages

<p>CMS #: 26 IBEH 198176</p> <p>State Agency Colorado Department of Human Services Behavioral Health Administration</p> <p>Contract Maximum Amount</p> <p>Initial Term State Fiscal Year 2026 \$108,535.00</p> <p>Extension Terms None</p> <p>Maximum Amount for All Fiscal Years \$108,535.00</p> <p>Pricing/Funding Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund</p>	<p>eClearance#: 2505579</p> <p>Contractor City of Littleton for the use and benefit of the Littleton Police Department</p> <p>Contractor's State of Incorporation: CO</p> <p>Contract Performance Beginning Date The later of the Effective Date or July 1, 2025</p> <p>Initial Contract Expiration Date June 30, 2026</p> <p>Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.</p> <p>Options The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes. Option to Increase or Decrease Maximum Amount per §5.B.v: Yes.</p>
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Insurance

Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:

Worker's Compensation: Yes
General Liability: Yes
Automobile Liability: Yes
Protected Information: Yes
Professional Liability Insurance: Yes
Cyber/Net. Security-Privacy Liability Insurance: No
Crime Insurance: No

State Representative

Monique Maurice, Chief Financial Officer
Behavioral Health Administration
710 South Ash Street C140
Denver CO 80204
monique.maurice@state.co.us

Miscellaneous

Authority to enter into this Contract exists in:
C.R.S. 27-60-104
Law-Specified Vendor Statute (if any): N/A
Procurement Method: Request for Proposal
Solicitation Number (if any): RFP IBEH
2025*152

Contractor Representative

Doug Stephens, Chief of Police
Littleton Police Department
2255 West Berry Avenue
Littleton, CO 80120
dstephens@littletongov.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work
Exhibit B - Budget
Exhibit C - Miscellaneous Provisions
Exhibit D - HIPAA BAA

Contract Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

Signature Page Begins on Next Page

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The parties hereto have executed this contract

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Contractor

City of Littleton for the use and benefit of the
Littleton Police Department

DocuSigned by:
Kyle Schlachter
By: Kyle Schlachter, Mayor

Date: 5/20/2025

Approved as to form:

DocuSigned by:
Reid Betzing
By: Reid Betzing, City Attorney

Date: 5/20/2025

State of Colorado

Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

Signed by:
Dannette R. Smith
By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: 6/13/2025

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Toni Williamson
By: Telly Belton/Toni Williamson/Amanda
Rios

Effective Date: 6/13/2025

-- Signature and Cover Pages End --

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1. Parties

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

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2. Term and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension

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Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of

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Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under § 24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in § 24-11-101(1) C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to § 24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **"CORA"** means the Colorado Open Records Act, § § 24-72-200.1 et. seq., C.R.S.

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- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in § 24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“End of Term Extension”** means the time period defined in § 2.D.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- L. **“Extension Term”** means the time period defined in § 2.C.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in § § 24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in § 2.B.
- P. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Q. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by State or federal law.

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- R. **“PHI”** means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in § 24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “Personal Identifying Information” as set forth in § 24-74-102, et. seq., C.R.S.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJJ, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to § 24-30-202(13)(a), C.R.S.

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- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means any third-parties engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

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5. Payments to Contractor

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

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Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public

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interest as described in §2.E.

V. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. Reporting – Notification

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

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C. Performance Outside the State of Colorado or the United States, § 24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. Contractor Records

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of:

- i. the date three years after the date this Contract expires or is terminated,
- ii. final payment under this Contract is made,
- iii. the resolution of any pending Contract matters, or
- iv. if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or

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at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. Confidential Information-State Records

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following:

- i. the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable,
- ii. the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,
- iii. the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security

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Policy for all CJJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall

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be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "third-party service provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. in addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification described in Section 21 below on an annual basis Contractor's duty and obligation to certify as set forth in Section 21 below shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any subcontractors to perform Services requiring direct access to state databases containing PII, Contractor shall require such subcontractors to

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execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

9. Conflicts of Interest

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure To the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all state employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that state employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this contract.

10. Insurance

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature

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and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.

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- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

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I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §524-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage

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required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Contract

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

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To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. **Withhold Payment**

Withhold payment to Contractor until Contractor corrects its Work.

c. **Deny Payment**

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. **Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. **Contractor's Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. State's Right of Removal

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

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14. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. Notices and Representatives

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

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16. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor

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assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of The State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement:

- i. entered into as exhibits to this Contract;
- ii. obtained by the State from the applicable third-party vendor; or
- iii. in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject

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to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. General Provisions

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

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E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

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J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- vii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

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O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. Cora Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

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T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that

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any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

V. Accessibility

- a. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §524-85-101, et seq., C.R.S., and the ***Accessibility Standards for Individuals with a Disability***, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- b. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §524-85-101, et seq., C.R.S., and the ***Accessibility Standards for Individuals with a Disability*** as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- c. Accessibility Indemnification: Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §524-85-101, et seq., C.R.S., or the ***Accessibility Standards for Individuals with a Disability*** as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

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V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted in [grey highlighted braces].

A. Statutory Approval. § 24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. § 24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

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D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance With Law.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

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H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. § § 24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. Vendor Offset and Erroneous Payments. § § 24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- i. unpaid child support debts or child support arrearages;
- ii. unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.;
- iii. unpaid loans due to the Student Loan Division of the Department of Higher Education;
- iv. amounts required to be paid to the Unemployment Compensation Fund; and
- v. other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any

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other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. Department of Human Services Provisions

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions On Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 - 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 - 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

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- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director’s designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person’s home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

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21. Third Party Certification for Access to PII Through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

For and entity/organization: Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

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22. Federal Provisions

A. Applicability of Provisions.

- i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.
- ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:
 - a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.
 - b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

B. Compliance.

- i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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C. System for Award Management (SAM) and Unique Entity Id Requirements.

- i. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

D. Contract Provisions Required by Uniform Guidance Appendix II To Part 200.

- i. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- ii. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- iii. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- iv. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the

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current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- v. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- vi. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- vii. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

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- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. **Prohibition on certain telecommunications and video surveillance services or equipment 52 CFR 200.216**
- a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- xi. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum,

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steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- xiii. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. Termination for Convenience of the Government

- i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
- a. For Fixed Price Contracts: FAR 52.249-2 (2023)
 - b. For Contracts for Personal Services: FAR 52.249-12 (2023)
 - c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
 - d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

F. Event of Default.

- i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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23. Sample Option Letter

SAMPLE OPTION LETTER (If Applicable)

1. State Agency

[Insert Department's or IHE's Full Legal Name]

2. Contractor

[Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...]

3. Current Contract Maximum Amount

Initial Term

[State Fiscal Year 20xx \$0.00]

Extension Terms

[State Fiscal Year 20xx \$0.00

State Fiscal Year 20xx \$0.00

State Fiscal Year 20xx \$0.00

State Fiscal Year 20xx \$0.00]

Total for All State Fiscal Years [\$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

4. Original Contract Number

[Insert CMS number or Other Contract Number of the Original Contract]

5. Option Contract Number

[Insert CMS number or Other Contract Number of this Option]

Contract Performance Beginning Date

[Month Day, Year]

Current Contract Expiration Date

[Month Day, Year]

1. Options:

- Option to extend for an Extension Term
- Option to change the quantity of Goods under the Contract
- Option to change the quantity of Services under the Contract
- Option to modify Contract rates
- Option to initiate next phase of the Contract

• Required Provisions:

- A. **%For use with Option 1(A):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **%For use with Options 1(B and C):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Contract, as amended.

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- C. **%For use with Option 1(D):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section] [Number/Letter]. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **%For use with Option 1(E):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.,] which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Number].
- E. **%For use with all Options that modify the Contract Maximum Amount:%** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

- **OPTION EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller [or []], whichever is later].

Sample Only - Do Not Sign

Signature page begins on next page.

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STATE OF COLORADO

Jared Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

By: Name & of Title Person Signing for Agency or IHE

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Option Effective Date: _____

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

Sample Only - Do Not Sign

Exhibit A - Statement of Work

Article 1

Purpose and Target Population

1.1 Purpose

Co-Responder Programs ("Programs") create and foster partnerships between behavioral health professionals and law enforcement, (which may include other first responders if necessary). Co-Responder Programs identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor and then provide effective responses to individuals in crisis and those with behavioral health needs. The law enforcement officer and the behavioral health specialist's combined expertise aims to improve de-escalation of situations, deflect individuals away from involvement with the criminal justice system and/or unnecessary hospitalization, and link them to appropriate services.

Taking population density and other available resources into consideration, the program and team structure varies between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches, a primary or secondary response model. A primary response is that which the clinician is paired with an officer for joint response, and typically the officer's time is dedicated to the program; Secondary response is that which the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer.

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor. The behavioral health provider can provide assessment, crisis intervention services, and referrals on scene. They may also provide follow-up and connections to additional resources when necessary.

1.2 Target Population

Individuals who have been brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the awarded Contractor and their Program policies. This includes individuals at risk for low-level offenses, misdemeanor crimes, and individuals who have had repeated contact with law enforcement. The awarded Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Acronyms

- 2.1 **"BAA"** means Business Associate Agreement, as defined in Exhibit C - HIPAA Business Associate Addendum - Qualified Service Organization Addendum.
- 2.2 **"BHA"** means Behavioral Health Administration established in Section 27-50-102, C.R.S.
- 2.3 **"CDHS"** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.
- 2.4 **"Co-Responder Program"** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.
- 2.5 **"Contract"** means this statement of work, including all other Exhibits associated with this Request for Applications (RFA). Hereinto incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- 2.6 **"Contractor"** means the awarded party with whom the BHA will enter into an agreement.
- 2.7 **"Critical Incident"** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.
- 2.8 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.
- 2.9 **"Program"** means Co-Responder program.
- 2.10 **"Program/Project Manager"** means the person responsible and accountable for managing the Contractor's Co-Responder Program.
- 2.11 **"Program Coordination Group"** means the group that oversees the Program's implementation and progress.
- 2.12 **"RNR"** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.
- 2.13 **"Steering Committee"** means the group responsible for guiding any changes or issues around the implementation and development of the Program.

Article 3 Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to, the following:

- (a) Program personnel, project management and community engagement.
- (b) Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing.
- (c) Outreach.
- (d) Direct costs for services.
- (e) Specialized program training.
- (f) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
- (g) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
- (h) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

- (a) The Contractor shall provide BHA with a Work Plan as part of the application, using the BHA-provided template, for review and approval. See RFA Exhibit G - Co-Responder Work Plan document.
- (b) The Contractor shall meet with BHA monthly to review progress on the work plan.
- (c) An updated Work Plan must be submitted on an annual basis, at a minimum, for review and approval.
 - i. Report Title: Revised Work Plan
 - ii. Deadline: Due 30 days from Contract Effective Date and annually thereafter
 - iii. Deliverables: Program Manager shall provide email address during contract execution process

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of execution of the contract. At the end of this period, the Contractor shall be expected to have all required program partnerships and contracts finalized and be ready

to begin program operations. If the Contractor is unable to implement the program within three months' time, the Contractor will be placed on a performance improvement plan and the Contractor shall work with BHA on drafting and meeting this performance improvement plan.

3.5 Steering Committee

(a) The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

- i. Lead law enforcement agency representative.
- ii. Behavioral health service provider representative.
- iii. Impacted individual and/or consumer or family member.
- iv. Local hospital representative and;
- v. Crisis Services representative.

(b) The Contractor shall also include other entities in the Steering Committee, which in its determination, are integral to the success of the Program. Entities may include prosecutors, jail administrators, advocacy groups, and harm reduction agencies.

(c) The Steering Committee shall be charged with the following:

- i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
- ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
- iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program.
- iv. To designate appropriate staff to make up a Program Coordination Group.
- v. To identify any barriers to the Program's success and help reduce and resolve the impacts of barriers on the Program (such as identification of facilities).

- vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.
 - 1) Report Title: Steering Committee & Program Coordination Group Rosters
 - 2) Deadline: Sixty (60) days after contract execution and as updated
 - 3) Deliverables: cdhs_bhadeliverables@state.co.us

3.6 Program Coordination Group

- (a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If the creation of two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.
- (b) The Program Coordination Group shall:
 - i. Oversee officer and Program training implementation, as specified in Article 3.11 below.
 - ii. Measure the Program's progress toward achieving stated goals.
 - iii. Resolve ongoing challenges to the Program's effectiveness; and
 - iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.
- (c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.
 - 1) Report Title: Steering Committee & Program Coordination Group Rosters
 - 2) Deadline: Sixty (60) days after contract execution and as updated
 - 3) Deliverables: cdhs_bhadeliverables@state.co.us

3.7 Program Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Program Manager is the point person for BHA through the life of the contract. The Contractor shall communicate via email to BHA any changes to the Manager's contact information within one business day of change.

3.8 Project Director

Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall

responsibility for ongoing program administration and fiscal oversight initially and is the point of contact for BHA through the contracting process, if awarded. The Contractor shall communicate via email to BHA any changes to the Director's contact information within one business day of change

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

- (a) Report Title: Partnership Agreement(s)
- (b) Deadline: Upon execution of a partnership agreement(s)
- (c) Deliverables: The Program Manager shall provide an email address during the contract execution process

3.10 Data Sharing Agreements

The Contractor shall ensure a data-sharing Business Associates Agreement ("BAA") is developed and put in place between the partner agencies, as applicable by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

- (a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
- (b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Section 3.10 (Program Policies and Procedures), to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed revisions in the final policies and procedures.
 - i. Report Title: Program Policies and Procedures Document
 - ii. Deadline: Draft document due to BHA ninety (90) days from Contract Effective Date. Final document due to BHA thirty (30) days from reviewed

draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes

- iii. Deliverables: Program Manager shall provide email address during contract execution process.

(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.

- i. Target Population and Eligibility Criteria

The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include individuals at risk for low-level offenses and misdemeanor crimes and individuals who have had repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

- ii. Call Taker and Dispatcher

The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

- 1) The specific information call takers must gather from calls.
- 2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
- 3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.

(d) Stabilization, Observation, and Disposition

The Contractor shall develop policies and procedures to help guide law enforcement officers and/or behavioral health Co-Responders resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer

The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

- i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

- ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
- iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Section 3.18.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.

- i. Report Title: Monthly Program Progress Status meetings
- ii. Deadline: Monthly (day and time shall be mutually agreed upon after contract execution)
- iii. Deliverables: Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit all their subcontract copies related to this project to cdhs_bhadeliverables@state.co.us upon execution of the contract or within thirty (30) days of subcontract execution. In the event of a termination of a partnership with a subcontractor, such as a case management, service provider, or individuals providing these services internally the Contractor shall transition to a new partnership no later than thirty (30) days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) Report Title: Subcontractor Executed Copies

(b) Deadline: Upon execution of subcontracts

(c) Deliverables: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Period of Performance

From contract execution - June 30, 2026. Potential renewal of contract is subject to approval by the BHA Program Manager for each state fiscal year, if funding allows, and is subject to compliance and contract performance. State fiscal years end on June 30th. New fiscal years begin July 1st.

Article 4

Minimum Qualifications

- 4.1 The Contractor shall create, sustain, or expand a Co-Responder program in the community they serve.
- 4.2 The Contractor shall partner with behavioral health specialists to best meet the needs of the community and partnering agencies, taking population density and other available resources into consideration.
- 4.3 Behavioral health Co-Responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls.

- 4.4 The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.
- 4.5 The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training, and resource coordination.
- 4.6 The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.
 - (a) Report Title: Monthly data reporting
 - (b) Deadline: Fifteen (15) days after the end of the reporting month
 - (c) Deliverables: cdhs_bhadeliverables@state.co.us

**Article 5
Deliverables**

5.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

Deliverable (emailed to cdhs_bhadeliverables@state.co.us)	Deadline	Contract Reference
Revised Work Plan	Due 30 days from Contract Effective Date and annually thereafter	Exhibit A, SOW, Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor.	Exhibit A, SOW, Article 3.10

	Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Exhibit A, SOW, Article 3.8
Monthly Progress Status Meeting	Monthly	Exhibit A, SOW, Article 3.11
Data reporting (Using BHA provided template upon the contract execution)	Fifteen (15) days after the end of the reporting month	Exhibit A, SOW, Article 4.6
Subcontract(s) copies	Upon execution of subcontract(s)	Exhibit A, SOW, Article 3.17
Steering Committee and Policy Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Exhibit A, SOW, Articles 3.5 and 3.6

Article 6

Performance Outcome Measures

6.1 Measure: Number of referrals received and responded to by Program

Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.

6.2 Measure: Number of calls that do not result in arrest.

Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

6.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.

Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.



COLORADO
Behavioral Health
Administration

Exhibit B: FY26 Annual Budget

BHA Program	Co-Responder
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Agency Name	Littleton Police Department	Program Contact Name, Title	Commander Hal Mandler
		Phone	303-795-3889
		Email	hmandler@littletongov.org
Budget Period	FY 26: 07.01.2025 - 06.30.2026	Fiscal Contact Name, Title	Commander Hal Mandler
		Phone	303-795-3889
		Email	hmandler@littletongov.org
Project Name	Littleton Police Department Co-Responder Program	Date Completed	4/3/2025

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

Expenditure Categories					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					\$ -
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					\$ -
Total Personnel Services (including fringe benefits)					\$ -
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA	
AllHealth Network	Two co-responder positions (personnel are embedded within the Police Department, riding with officers responding to 9-1-1 calls to de-escalate, assess, and provide crisis interventions) - to include hourly rate, shift differential, overtime, benefits, and payroll taxes	\$ 14,666.00	1	\$ 14,666.00	
AllHealth Network	One Crisis Case Manager position (embedded in the Police Department, riding with officers responding to high resource needs, unhoused population, and complete cases) - to include hourly rate, shift differential, overtime, benefits, and payroll taxes	\$ 70,034.00	1	\$ 70,034.00	

AllHealth Network	Program Manager who provides clinical supervision of all clinical personnel and completed administrative work such as scheduling, programming, timesheets, etc.	\$ 23,835.00	1	\$ 23,835.00
Total Contractors/Consultants				\$ 108,535.00
Subawards				Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Subawards				\$ -
Travel				Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Travel				\$ -
Supplies & Operating Expenses				Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				\$ -
Total Supplies & Operating Expenses				\$ -
TOTAL DIRECT COSTS (TDC)				\$ 108,535.00
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196				
Subaward in excess of \$50,000				\$ -
Rent				\$ -
Equipment				\$ -
Other				\$ -
Total Expenses per OMB 2CFR § 200				\$ -
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$ 108,535.00
Indirect Costs				Annual Budget
Indirect Cost	Description of Item	Percentage	Total Amount Requested	
			\$ -	
Total Indirect				\$ -
TOTAL Request				\$ 108,535.00

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C - Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations.

All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than fifteen business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.

2. Press Releases.

All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.

3. Marketing Materials.

Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five business days.

4. All Other Documents.

All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.

5. Opinion of BHA.

BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."
- C. Start-Up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.
- D. Immediate Notification of Closures or Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.
- E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (<http://www.colorado.gov/ladders>) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.
- F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.
- G. Procurement Requirement

The Contractor shall comply with all the provisions and requirements of RFP, IBEH, 202500000152 and with Contractor's solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
 - a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
 - a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
 - b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
 - c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (<https://thinkculturalhealth.hhs.gov>) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
 - a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or
 - b. Submit a completed CLAS checklist that follows this HHS format: <https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf>

J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

1. Monthly or quarterly monitoring calls
2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
3. Routine programmatic reports
4. Technical assistance and training
5. Site visits

II. Use of Subcontracts

- A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.
- B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.
- C. Any subcontract for services must include, at a minimum, the following:
- D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within thirty days of subcontract execution.

1. A description of each partner's participation
 2. Responsibilities to the program (policy and/or operational)
 3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit
 4. A copy of this Contract and all its terms and conditions
- E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.
- F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than thirty days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in Exhibit B, "Budget." If federal grant dollars, the Contractor shall communicate the CFDA number to all subcontractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR

200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.

Exhibit D - HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- A. **Business Associate.** “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- B. **Covered Entity.** “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.

- C. **Information Technology and Information Security.** “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. **Obligations and Activities of Business Associate**

- A. **Permitted Uses and Disclosures.**
- i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.
 - ii. To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
 - iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
 - a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
 - b. the person notifies Business Associate of any Breach involving PHI of which it is aware.
 - iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- B. **Minimum Necessary.** Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to

accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

C. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

D. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
- iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

E. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

F. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to

Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

G. Amendment of PHI.

- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
- ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

H. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

I. Restrictions and Confidential Communications.

- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
 - a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
- ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

J. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

K. Audit, Inspection and Enforcement.

- i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

L. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

M. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

N. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

O. Business Associate's Insurance and Notification Costs.

- i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
 - a. loss of PHI data;
 - b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

- ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
- iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

P. Subcontractors and Breaches.

- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
- ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

Q. Data Ownership.

- i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
- ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

R. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall

retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. Obligations of Covered Entity

- A. **Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- A. **Notice of Changes.**
 - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

- A. **Breach.**
 - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
 - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- B. **Effect of Termination.**

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

- A. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
 - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
 - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
 - iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
 - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

- a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
 - b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- B. **Amendment of Appendix.** The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.



13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

Appendix to HIPAA Business Associate Agreement

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. Additional Terms

- A. **Additional Permitted Uses.** In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
 - i. Reserved.
- B. **Additional Permitted Disclosures.** In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
 - i. Reserved.
- C. **Approved Subcontractors.** Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
 - i. Reserved.
- D. **Definition of Receipt of PHI.** Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:
 - i. Reserved.
- E. **Additional Restrictions on Business Associate.** Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:
 - i. Reserved.
- F. **Additional Terms.** Business Associate agrees to comply with the following additional terms under the Agreement:
 - i. Reserved.



Staff Communication

File #: Ordinance 16-2026, **Version:** 1

Agenda Date: 6/2/2026

Subject:

Ordinance 16-2026: An ordinance on first reading amending Title 4, Building Regulations, Chapter 1 Building Codes, by adding Section (B)(33) Single Exit for Group R-2 Buildings

From:	James L. Becklenberg, City Manager
Prepared by:	Reid Betzing, City Attorney Tim Steinwinder, Chief Building Official
Presentations:	N/A

PURPOSE:

The purpose of this agenda item is to consider adoption of an ordinance amending the City’s building code to comply with Colorado House Bill 25-1273, “Residential Building Stair Modernization,” which requires qualifying municipalities to permit certain multifamily residential buildings up to five stories in height to be served by a single exit stairway, subject to specified life-safety and design standards.

LONG-TERM OUTCOME(S) SERVED:

High-Quality Governance

DISCUSSION:

During the 2025 legislative session, the Colorado General Assembly adopted House Bill 25-1273, which became law on May 13, 2025. The legislation requires municipalities with populations exceeding 100,000 residents and served by accredited fire protection agencies to amend their building codes no later than December 1, 2027, to allow qualifying multifamily residential buildings with a single exit stairway.

Although the City of Littleton does not have the population to reach the mandate, the City has evaluated the legislation as a potential tool to support housing diversity, affordability, and infill redevelopment goals identified in adopted City planning documents.

Traditional U.S. building codes generally require multifamily buildings above three stories to provide two exit stairways. HB25-1273 permits up to five stories with a single stairway where enhanced fire protection measures are provided, including sprinkler systems, smoke control measures, fire-resistance standards, and limitations on the number of dwelling units per floor.

Single-stair building forms are commonly used internationally and in select U.S. jurisdictions to facilitate smaller-footprint apartment buildings, improve unit layouts, increase access to natural light and ventilation, and reduce construction costs associated with redundant circulation areas.

Highlights of the proposed ordinance are as follows:

- The code would only apply to R-2 multifamily buildings.
- The proposed code would not change any existing limits to density, lot coverage, parking requirements, or height of structures.
- Buildings using this code would be limited to 5 stories in height.
- Only Type I, II, or IV construction is allowed. Type III, and V are prohibited.
- Single Stair buildings would be required to have sprinklers throughout, including stair landings.
- Travel distance from Unit doors to stair access is limited to 20 feet, and travel distance from any point in any unit of the building cannot exceed 125 feet to stair access.
- Each floor of the building is limited to 4 Units maximum.
- The single stairway has a minimum width of 48”, or 54” for larger floor plans greater than 4000 sq. ft. but smaller than 6000 sq. ft.
- The single staircase enclosure is required to maintain a 2 hour fire resistance regardless of construction type.
- Common areas must have smoke detection and systems maintained under NFPA 72.
- Elevator and stair enclosures require smoke control systems subject to Building and Fire review.
- Emergency escape openings are required on every floor.
- Fire department access must be maintained, including aerial apparatus access, roofline access, fire lanes, turning radii, hydrant, grades, and unobstructed deployment, subject to initial and periodic Fire review.
- Early data suggests that eliminating a second staircase can save 10% on construction costs. Extra fire provisions increase cost by 3%, for a realized savings of 7%.

Prior Actions or Discussions

At Council’s retreat and in our recent review of the Council retreat, Council expressed interest in bringing forward an ordinance that could accommodate single stair exit design.

FISCAL IMPACTS:

N/A

ALTERNATIVES:

Decline to not adopt the measure at this time until more study can be done to impacts to existing infill. It is also believed that the next iteration of the IBC in 2027 will be addressing single stair requirements.

PROPOSED MOTION:

I move to approve Ordinance 16-2026 on first reading amending Title 4, Building Regulations, Chapter 1 Building Codes, by adding Section (B)(33) Single Exit for Group R-2 Buildings and to set the second reading and public hearing for June 16, 2026.

47 **“B. (33) Single Exit for Group R-2 Buildings.**
48

49 **A. Scope.** A building containing a group R-2 occupancy may be served by a single exit
50 stairway only where the building complies with this section and all other applicable
51 provisions of the adopted International Building Code, International Fire Code,
52 International Existing Building code, adopted local amendments, and all other applicable
53 city ordinances and regulations. Nothing herein shall be construed to authorize any use,
54 density, height, lot coverage, parking reduction, or site condition that is not otherwise
55 permitted by the City’s zoning, land use, subdivision, engineering, access, fire, or
56 development regulations.
57

58 **B. Applicability.** A single exit or access to a single exit shall be permitted from any story or
59 occupiable roof where one of the following conditions exists:
60

- 61 1. The occupant load, number of dwelling units and exit access travel distance do not
62 exceed the values in Table 1006.3.4(1) or 1006.3.4(2).
63
- 64 2. Rooms, areas and spaces complying with Section 1006.2.1 with exits that discharge
65 directly to the exterior at the level of exit discharge, are permitted to have one exit or
66 access to a single exit.
67
- 68 3. Parking Garage where vehicles are mechanically parked shall be permitted to have one
69 exit or access to a single exit.
70
- 71 4. Group R-3 and R-4 occupancies shall be permitted to have one exit or access to a single
72 exit.
73
- 74 5. Individual single-story or multistory dwelling units shall be permitted to have a single
75 exit or access to a single exit from the dwelling unit provided that both of the following
76 criteria are met:
 - 77 5.1. The dwelling unit complies with Section 1006.2.1 as a space with one means of
78 egress.
79
 - 80 5.2. Either the exit from the dwelling unit discharges directly to the exterior at the level
81 of exit discharge, or the exit access outside the dwelling unit’s entrance door provides
82 access to not less than two approved independent exits.
83
- 84 6. Group R-2 occupancies containing or accessory to dwelling units shall be permitted to
85 have a single exit provided that the following criteria are met through the building:
86

87 **A. Maximum Height and Occupancy Limitations.**
88

89 The building has no more than five stories above grade plane without an occupiable
90 roof or four stories above grade plane with an occupiable roof and has no more than
91 one basement. per

92

93 **B. Dwelling Units Per Story.**

94

95 There are no more than four dwelling units per story.

96

97 **C. Construction Type.**

98

99 The building is of Type I, II, or IV construction.

100

101 **D. Automatic Sprinkler Protection.**

102

103 An automatic sprinkler system in accordance with Section 903.3.1.1 shall be
104 provided throughout the building. The building shall be protected throughout by
105 an automatic sprinkler system designed and installed in accordance with the
106 adopted International Building code and International Fire Code. Regardless of the
107 stairway construction, automatic sprinkler locations in an interior exit stairway
108 shall comply with requirements of NFPA 13 for stairways of combustible
109 construction.

110

111 **E. Travel distance.**

112

113 1. Travel distance from each dwelling unit entry door to the exit shall not
114 exceed twenty (20) feet.

115

116 2. Travel distance from any point within a dwelling unit to the exit stairway
117 shall not exceed one hundred twenty-five (125) feet.

118

119 **F. Gross Floor Area.**

120

121 The gross floor area of each story shall not exceed 6,000 square feet.

122

123 **G. Floor Area and Stairway Width.**

124

125 1. The width of the exit stairway shall be not less than 48 inches where serving a
126 gross floor area of a story that does not exceed 4,000 square feet and not less
127 than 54 inches where serving a gross floor area of a story greater than 4,000
128 square feet but less than 6,000 square feet.

129

130 2. The Building Official and Fire Code Official may require additional stairway
131 width where necessary based on occupant load, firefighting operations,

132 stretcher access, simultaneous ingress and egress, or other site-specific life-
133 safety conditions.

134
135 **H. Emergency Escape and Rescue Openings.**

136
137 Each dwelling unit shall have a minimum of one emergency escape and rescue
138 opening that complies with Sections 1031.2.1 through 1031.6 and opens directly
139 into a public way or to a yard or court that opens to a public way. At least one
140 emergency escape and rescue opening per story shall be located on a side of the
141 building that is not greater than 30 feet from the nearest edge of a fire apparatus
142 access road.

143
144 **I. Corridor Fire-Resistance Rating.**

145
146 Corridors shall have a fire-resistance rating of not less than 1 hour and shall not be
147 used for storage, including storage of deliveries, trash, and recycling.

148
149 **J. Exit Stairway Construction.**

150
151 The exit stairway shall be constructed in accordance with the adopted International
152 Building Code and shall comply with all of the following:

- 153
- 154 1. The exit stairway enclosure shall be enclosed with not less than two-hour
155 fire-resistance-rated construction, regardless of construction type.
 - 156 2. The exit stairway shall be designed to allow simultaneous occupant egress
157 and firefighter ingress.
 - 158 3. The exit stairway shall discharge in accordance with the adopted
159 International Building Code.
 - 160 4. Penetrations, joints, ducts, openings, dampers, doors, frames, hardware,
161 firestopping, and continuity of the stair enclosure shall comply with the adopted
162 International Building Code and applicable referenced standards.

163
164
165
166 **K. Electrical Receptacles.**

167
168 Electrical receptacles shall not be provided in an interior exit stairway, common
169 corridor, or lobby.

170
171
172 **L. Passive and Active Fire Protection Maintenance.**

173
174 All passive and active fire protection features throughout the building, including
175 dwelling units, shall be inspected, tested, and maintained in accordance with the

176 adopted International Fire Code, adopted International Building Code, referenced
177 standards, and this section.

178
179 The owner shall retain a third party approved by the Building Official or Fire Code
180 Official to periodically inspect and document the condition and maintenance of
181 required fire protection features, including but not limited to:

- 182
- 183 1. Fire-resistance-rated assemblies;
- 184
- 185 2. Fire doors, door closers, latching hardware, and smoke seals;
- 186
- 187 3. Firestopping and fireblocking;
- 188
- 189 4. Sprinkler systems;
- 190
- 191 5. Fire alarm and smoke detection systems;
- 192
- 193 6. Stairway pressurization or smoke control systems where required;
- 194
- 195 7. Emergency lighting and exit signs;
- 196
- 197 8. Fire department access systems;
- 198
- 199 9. Key boxes and access-control systems; and
- 200
- 201 10. Any other life-safety system required by the adopted codes or approved
202 construction documents.

203
204 Inspection frequency shall be as required by the Fire Code Official, but shall not be less
205 than annually unless a shorter interval is required by code, approved plans, or the Fire
206 Code Official.

207
208 **M. Fire Department Access and Key Access.**

209 A fire-resistant key box shall be provided in a location approved by the Fire Code
210 Official. The key box shall contain keys or approved access devices necessary to access
211 the building, common areas, service areas, fire protection equipment rooms, and each
212 dwelling unit or other areas as required by the Fire Code Official. A permanent sign
213 shall be provided at a location approved by the Fire Code Official indicating that the
214 building is served by a single exit stairway. The sign shall be durable, weather-resistant
215 where exposed, and of a size and design approved by the Fire Code Official.

216
217 **N. Smoke Control Systems.**

218

219 Elevator enclosures and exit stairway enclosures in a building using the single-exit
220 provisions of this section shall all be provided with smoke control systems in
221 accordance with the adopted International Fire Code.

222
223 Smoke control systems required by this section shall be designed, installed, tested,
224 commissioned, inspected, and maintained in accordance with the adopted
225 International Fire Code, the adopted International Building Code, and all
226 applicable referenced standards.

227
228 Construction documents submitted for a building using the single-exit provisions of
229 this section shall include smoke control system design information acceptable to the
230 Building Official and Fire Code Official, including, where applicable, design criteria,
231 system operation, special inspection requirements, acceptance testing procedures,
232 commissioning documentation, and ongoing inspection, testing, and maintenance
233 requirements.

234
235 **O. Elevator Shafts.**

236
237 Elevators serving a building using the single-exit provisions of this section shall
238 be located within two-hour fire-resistance-rated shaft enclosures in accordance
239 with the adopted International Building Code

240
241 **P. Fire Apparatus Access.**

242
243 Prior to permit issuance, the applicant shall demonstrate to the satisfaction of the Fire
244 Code Official, Building Official, and City Engineer that fire apparatus access complies
245 with the adopted International Fire Code, locally adopted fire access standards, and this
246 section.

247
248 The site design shall demonstrate all of the following:

- 249
250 1. Aerial apparatus can reach the highest point of the building;
251
252 2. The site allows direct vertical access to the roofline and all upper floors from at
253 least one approved aerial access side using aerial apparatus deployed from
254 ground level;
255
256 3. Aerial apparatus access, deployment, and positioning are unobstructed;
257
258 4. Fire lanes, turning radii, fire department access roads, grades, surface loading,
259 hydrant locations, and access-control systems comply with applicable requirements;
260 and
261

262 5. Landscaping, overhead utilities, projections, parking, private improvements, and
263 site furnishings do not obstruct required fire department access.

264
265 Approval under this section shall be coordinated with the applicable fire protection
266 district, fire department, or fire authority.

267
268 **Q. Lease and Owner Inspection Requirements.**

269
270 For any building constructed under this section, the building owner, landlord, or
271 manager shall conduct inspections of dwelling units in addition to required third-party
272 inspections.

273
274 Lease agreements for dwelling units shall include permission for inspections necessary
275 to verify continued compliance with required fire protection, life safety, access, and
276 maintenance provisions.

277
278 Nothing in this section shall be construed to limit the City's inspection authority under
279 the adopted codes or applicable law.

280
281 **R. Continuing Maintenance and Operational Requirements.**

282
283 The owner shall maintain the building, site, access routes, fire protection systems, and
284 life-safety features in continuous compliance with the approved construction
285 documents, the adopted International Fire Code, the adopted International Property
286 Maintenance Code, this section, and all applicable City requirements.

287
288 Failure to maintain required features may constitute a violation of this code and may
289 result in enforcement action, including correction notices, orders, penalties, suspension
290 of certificates of occupancy where authorized, or other remedies available under law.

291
292 **S. Legal Occupancy Status.**

293
294 A building lawfully permitted and constructed under this section shall retain its legal
295 occupancy status even if a future building code adopted by the City would not allow
296 the same building to be newly constructed with a single exit.

297
298 If such building is damaged or destroyed, reconstruction may be allowed in accordance
299 with the standards in effect when the original construction permit was issued, subject
300 to all of the following:

- 301
302 1. Compliance with applicable accessibility requirements, including the federal
303 Americans with Disabilities Act where applicable;

304

- 305 2. Compliance with current floodplain and National Flood Insurance Program
306 requirements where applicable;
307
308 3. Compliance with current structural design loads and structural safety requirements
309 for any structural modifications;
310
311 4. Compliance with state or local building codes that enhance health, safety, welfare,
312 or energy efficiency; and
313
314 5. Compliance with any applicable local fire, access, zoning, land use, engineering, or
315 site-development requirements.
316

317 **T. Annual Reporting.**

318
319 The Building Official is authorized to collect and maintain information necessary to
320 report single-exit building activity to any state office or agency, if required by state
321 law.
322

323 For each permit issued under this section, the City may collect and maintain the
324 following information:
325

- 326 1. Number of dwelling units;
327
328 2. Number of stories;
329
330 3. Gross building area;
331
332 4. Construction type;
333
334 5. Fire protection systems provided;
335
336 6. Number and type of emergency incidents reported for the building, including fire
337 and medical calls where available from the relevant emergency dispatch center; and
338
339 7. Any other information required by state law or requested by the City Manager.
340

341 **U. Additional Code Authority Preserved.**

342
343 Nothing in this section shall prevent the City, the Building Official, the Fire Code
344 Official, the City Engineer, or the applicable fire protection district, fire department, or
345 fire authority from applying and enforcing:
346

- 347 1. The adopted International Building Code;
348

- 349 2. The adopted International Fire Code;
- 350
- 351 3. The adopted International Existing Building Code;
- 352
- 353 4. Referenced standards;
- 354
- 355 5. Locally adopted fire and life-safety codes;
- 356
- 357 6. Emergency vehicle access requirements;
- 358
- 359 7. Fire hydrant spacing requirements;
- 360
- 361 8. Landscape clearance requirements;
- 362
- 363 9. Engineering and public works standards;
- 364
- 365 10. Zoning and land use regulations; or
- 366
- 367 11. Other applicable ordinances, regulations, or laws.
- 368
- 369

370 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
371 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
372 validity of the remaining sections of this ordinance. The City Council hereby declares that it would
373 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase
374 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or
375 phrases may be declared invalid.

376
377 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict
378 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
379 clauses of such ordinance nor revive any ordinance thereby.

380
381
382 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
383 of the City of Littleton on the 2nd day of June, 2026, on first reading by a vote of __ FOR and
384 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal
385 Courthouse and on the City of Littleton Website.

386 PUBLIC HEARING on the Ordinance to take place on the 16th day of June, 2026,
387 in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the

388 hour of 6:30 p.m., or as soon thereafter as it may be heard.

389 PASSED on second and final reading, following public hearing, by a vote of __FOR
390 and ___ AGAINST on the 16th day of June 2026 and ordered published by posting at Littleton
391 Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

392 ATTEST:

393 _____
394 Colleen L. Norton
395 CITY CLERK

Kyle Schlachter
MAYOR

396
397 APPROVED AS TO FORM:

398
399 _____
400 Reid Betzing
401 CITY ATTORNEY





Staff Communication

File #: ID# 26-126, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Motion to approve minutes of the May 19, 2026, regular meeting of Littleton City Council

Prepared by: Wendy J. Shea-Tamag, Deputy City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that the attached minutes are an accurate representation of motions made, and action taken at the May 19, 2026, regular meeting of City Council. I have also reviewed the video recording for the May 19, 2026, regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video.

PROPOSED MOTION:

I move to approve the minutes for the May 19, 2026, regular meeting of City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, May 19, 2026

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations - None

5. Proclamations

- a) [ID# 26-106](#) Mayoral Proclamations

6. Public Comment

Candice Rutledge, Littleton - various issues

Greg Sullivan, Dist. IV – 32 gas pumps

Di Collingood, Jovial Concepts - introduction

7. Comments / Reports

- a) Council Members

Council Member Reichardt - Appreciation to his colleagues, staff and consultants who went on the walking tour of Littleton Boulevard. Went to a peer exchange program with DRCOG in Puget Sound and learned about light rail and their growth.

Council Member Zink - Echoed Council Member Reichardt's appreciation for the Blueprint Boulevard tour with staff and consultants. The Arts & Culture Board meets the second Thursday of each month; is impressed by how dedicated this board, and others, are. Met with Centennial City Council & Representative Rydin at a Town Hall Meeting at the Southglenn Library.

Council Member Henderson - Members of the Environmental Stewardship Board (ESB) will attend the upcoming Meet, Greet and Eat's this summer, and will be prepared to answer questions about the work they are bringing forward. ESB is

scheduled to tour South Platte Renew this summer. This tour will be noticed to the public as well. As liaison to Tri-cities Homelessness Initiative, informed everyone that Sheridan, Englewood & Littleton work together to support our neighbors experiencing homelessness.

Council Member Stillwell - Toured the Montview Flats affordable housing building along with other council members; the development looks great. Lee Gulch Overlook just opened and is beautiful. The Block Party is looking for volunteers if anyone is interested. Would like to see new businesses along the Littleton Boulevard Corridor and looking forward, would like to see it become a safer area. Safer Streets is a big issue and would love more discussion on this issue.

Council Member Grove - As follow up to the Littleton Boulevard walking tour, informed the public there is more time to give input. Another opportunity to provide input on is the Elati Street Corridor Project. There is a meeting on May 30, 2026, from 10:00am-12:00pm at Euclid Middle School where the public can look at the different concepts. Attended the plant sale at the Prince of Peace church; also attended the Ladies Only Sample Tour and several businesses gave out food and drink.

Mayor Pro Tem Peters - Office hours for her and Council Member Henderson are still at Bemis Library from 10:00am-12:00pm on Fridays. They will be taking a break this summer during the council break.

b) Mayor

This Thursday he will attend the Mile High Flood District Board of Directors where Lee Gulch will be discussed. Next week Civic Results meets; they oversee the Metro Mayor's Caucus. Reminded everyone that Monday is Memorial Day with two programs in Littleton: one is at the Littleton Cemetery at 8:00am, and the other is at the World War II Memorial at 10:00am.

c) City Manager

Met with Southpark #1 HOA and there were a lot of questions about e-bike safety and other good discussion. There will be more formal ideas in the upcoming weeks. The police department has put out more information on the e-bikes and safety.

d) City Attorney

The legislative session ended last week. There were 620 bills introduced with about 120 of them passing. Hopes to bring highlights on some of these forward to council in the coming weeks.

8. Consent Agenda Items

- a) [Resolution 32-2026](#) Resolution 32-2026: Approving a construction contract with Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project approved
- b) **Ordinance 14-2026** Ordinance 14-2026: An ordinance on second reading rezoning the property located at the northwest corner of Trailmark Boulevard and S. Wadsworth Boulevard from Commercial Mixed (CM)/Planned

Development Overlay (PL-O) to Small Lot Residential (SLR)

approved on first reading

- c) [Resolution 27-2026](#) Resolution 27-2026: Approving a license agreement between the City of Littleton and Arapahoe County, regarding transportation and right-of-way improvements within the High Line Canal at Mineral Avenue, which supersedes and terminates two associated existing license agreements between the City of Littleton and Denver Water
approved:
- d) [Resolution 34-2026](#) Resolution 34-2026: Approving a construction contract with Fasick Concrete, Inc for the 2026 Miscellaneous Concrete Project
approved
- e) [ID# 26-109](#) Motion to approve minutes of the May 5, 2026, regular meeting of Littleton City Council
approved

Approval of the Consent Agenda

A motion was made by Mayor Pro-Tem Peters, seconded by Council Member Henderson, to approve the consent agenda. The motion carried by the following vote:

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

9. General Business

- a) [Resolution 29-2026](#) Resolution 29-2025: Approving a Preconstruction Services Contract with Ames Construction, Inc. for Preconstruction Services for the Main Street Improvements Project
Council Member Reichardt moved and Council Member Zink seconded to approve Resolution 29-2026 approving a Preconstruction Services Contract with Ames Construction, Inc. for Preconstruction Services for the Main Street Improvements Project. The vote is 7-0. The motion carries unanimously.
Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink
- b) [Resolution 30-2026](#) Resolution 30-2026: Approving a Professional Services Agreement with Consor North America, Inc. for Design Services for the Main Street Improvements Project
Mayor Pro Tem Peters moved and Council Member Zink seconded to approve Resolution 30-2026 approving a Professional Services Agreement with Consor North America, Inc. for Design Services for the Main Street Improvements Project. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

- c) [Resolution 31-2026](#) Resolution 31-2026: Approving a Professional Services Agreement with AtkinsRéalís for Owner’s Representative Services for the Main Street Improvements Project

Council Member Henderson moved and Council Member Zink seconded to approve Resolution 31-2026 approving a Professional Services Agreement with AtkinsRéalís for Owner’s Representative Services for the Main Street Improvements Project. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

10. Ordinances on Second Reading and Public Hearings

- a) [Ordinance 13-2026](#) Ordinance 13-2026: An ordinance on second reading authorizing the issuance of Certificates of Participation (COPs) to finance the construction of certain public improvements of the city

Mayor Schlachter opened the public comment portion of the public hearing at 8:06 p.m.

Candice Rutledge, Littleton - grants

Mayor Schlachter closed the public comment portion of the public hearing at 8:08 p.m.

Council Member Reichardt moved and Mayor Pro Tem Peters seconded to approve Ordinance 13-2026 authorizing the issuance of Certificates of Participation (COPs) to finance the acquisition and construction of certain public improvements of the city. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

- b) [Ordinance 09-2026](#) Ordinance 09-2026: An ordinance on second reading amending Title 4 Building Regulations Chapter 1, Building Codes, and Chapter 4 Mobile Homes and Mobile Home Parks of the City Code

There is one presentation and one public hearing for both Ordinance 09 and Ordinance 12

Mayor Schlachter opened the public comment portion of the public hearing at 8:20 p.m. and, with nobody wishing to speak, closed the public comment portion of the public hearing at 8:20 p.m.

Mayor Pro Tem Peters moved and Council Member Zink seconded to approve Ordinance 09-2026 on second reading amending Title 4 Building Regulations Chapter 1, Building Codes, and Chapter 4 Mobile Homes and Mobile Home Parks of the City Code. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

- c) [Ordinance 12-2026](#) Ordinance 12-2026: An ordinance on second reading amending various sections of Title 5, Fire Regulations, Chapter 2, Fire Prevention of the City Code

Mayor Pro Tem Peters moved and Council Member Zink seconded to approve Ordinance 12-2026 on second reading amending various sections of Title 5, Fire Regulations, Chapter 2, Fire Prevention of the City Code. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

11. Adjournment

Mayor Schlachter adjourned the meeting at 8:22p.m.



Staff Communication

File #: Resolution 37-2026, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Resolution 37-2026: Approving an Intergovernmental Agreement (IGA) with the City of Englewood for the City Ditch Reach 2A project

From:	James L. Becklenberg, City Manager
Prepared by:	Ryan Germeroth, Deputy Director of Public Works & Utilities
Presentations:	Brent Soderlin, Director of Public Works & Utilities
	Ryan Germeroth, Deputy Director of Public Works & Utilities
	Sara Dusenberry, Senior Planner Community Development
	Stephanie Ellis, Engineer III, City of Englewood

PURPOSE:

To approve the intergovernmental agreement needed between Littleton and Englewood for the City Ditch piping project in Reach 2A (from Saint Mary’s to Ridge Road). In addition, final direction is needed on whether the flume in Lower Ridgewood Park should be kept in place or removed with the Englewood project.

LONG-TERM OUTCOME(S) SERVED:

Vibrant Community with a Rich Culture; High-Quality Governance

DISCUSSION:

Brief History of City Ditch

City Ditch was one of the first irrigation canals in the state and runs water from the South Platte River to Denver. The 26-mile stretch was initially started in 1861, with the beginning of ditch more closely located to what is downtown Littleton. Due to the Civil War, construction was halted and restarted in 1864. The ditch was completed in 1867, with the start located nearly four miles upstream. Richard Little, founder of Littleton, was responsible for surveying the stretch of land to ensure the water flowed appropriately and noted the original location of the ditch would not be effective in moving water. Construction of the ditch and the ability to move water in a highly arid landscape was a catalyst for much of the development within the region. Richard Little utilized the abandoned ditch to channel water from the Platte, allowing for the construction of the Rough and Ready Mill.

Utilizing gravity to move water requires the use of flumes to move water across features like gulches or side streams. The flumes effectively acted as bridges to allow water to move across these features. The original flumes would have likely been constructed from wood. The use of steel would have come later when shipping the material to the region was easier and more cost effective. A steel flume structure currently exists over Lee Gulch in Littleton and was likely constructed in the 1940s. The structure is currently in use today to provide water to the City of Englewood and other water users, including the City of Littleton.

City Ditch Flume & Project Agreement Overview

Due to feedback from the community during the Englewood design project for City Ditch, including feedback from Historic Littleton, Inc., city staff hired a consultant to assess the condition of the existing flume structures in Slaughterhouse Gulch Park and near Lee Gulch to provide scenarios on what could be done with the flumes. The scenarios analyzed include costs to repair in place to working condition, costs to maintain in place, and the costs to remove and relocate part or most of the flumes to another location. Since the initial assessment was done, staff has since asked the consultant to provide a cost estimate to stabilize the Lee Gulch flume in place structurally with no other work done to it. Based on the condition assessments the flume structure in Lee Gulch is leaking, has corroded steel, has spalled concrete, is missing anchor bolts, and has one foundation exposed. Several of these deficiencies are rated as “high” need in the assessment reports.

Given the extent of the maintenance needs, the costs for repair to be fully functional or for relocation are expected to be extensive while the cost to stabilize in place is much less by comparison. The costs range from about \$120,000 over ten years to stabilize in place without any restoration up to almost \$740,000 to relocate most of the structure to another location. If left in place, there is a concern that the decommissioned flume could pose a safety risk given that securing access to the ends will be a challenge. The top of the flume is visible from the bridge that crosses City Ditch. However, the flume is less visible from the trail to the north and the south of the ditch given that the vegetation around the flume is thick. This is different than the flume in Slaughterhouse Gulch Park since the trail goes directly underneath the flume which enhances its visibility from the trail. Finally, these costs would need to be at least partially covered by Littleton, regardless of which preservation option is selected, since Englewood is contributing \$83,500 worth of funds for stabilization or restoration work. This dollar amount is equal to the estimated cost to remove the flume with the Englewood project.

For the Englewood City Ditch Piping Project Reach 2A to proceed forward, there are four agreements between Littleton and Englewood that are needed to allow for exchange of funds, to create new easements, relinquish old easements, and transfer property. Reach 2B from Saint Mary’s to Linhart Lake will have a similar set of agreements that will come before at a future date once the stormwater design for Rangeview Gulch is finalized.

The following provides a summary of the key terms and conditions for this agreement.

- Intergovernmental agreement (IGA) with Englewood
 - Effective during the construction project only
 - Englewood will pay a \$60,250 mitigation fee due to trees removed within the project limits
 - Englewood is responsible for all project management duties and costs
 - Englewood will coordinate with Littleton on schedule and review tasks
 - Englewood will flashfill the abandoned pipes to the east of the flume in Lower Ridgewood Park with grout
 - Englewood will either leave the flume in place or remove the existing flume structure with the Englewood project. The decision to remove the flume would be needed from Littleton by June 2nd, 2026
 - Littleton will work in good faith with Englewood to allow mobilization for construction of Reach 2B (Saint Mary’s to Linhart Lake)
 - Littleton will work with Englewood on the design and rerouting of three stormwater inlets that currently discharge to the City Ditch
 - Finally, Englewood will reimburse the City of Littleton up to \$83,500 to cover either preservation costs or future removal costs incurred by Littleton if the flume is not removed with

the Englewood project

BACKGROUND:

The City of Englewood is completing the piping of the open channel City Ditch between Linhart Lake and Ridge Road (Reaches 2A and 2B) and intends to pipe the section in the Lee Gulch area starting in the fall of 2026. City Ditch is Englewood’s primary water supply source so piping the ditch will improve the quality, sustainability, resiliency, and safety of the water source. The design effort for this project started in the fall of 2022. Community outreach and coordination was included as a part of the project, including meetings with Historic Littleton, Inc. Due to the potential removal of the flume structures, a request was made by representatives of Historic Littleton, Inc. to consider keeping the flume structures. The City of Littleton then hired a consultant to assess the condition of the flume and provide cost estimates to repair, relocate, and maintain it.

Prior Actions or Discussions

On July 15, 2025, city staff provided an overview of the agreements for Reach 3 of the City Ditch project. This meeting followed two other study session meetings and one meeting with the Historic Preservation Commission. The staff recommendation was to approve all four agreements via resolution. City Council approved all four resolutions. The flume in Slaughterhouse Gulch Park was kept in place as a part of that approval and is currently undergoing stabilization work.

On February 19, 2026, city staff provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Historic Preservation Commission. The commission appreciated being consulted at the beginning of the agreement approval process. After discussion, the commission does not want the flume in Lower Ridgewood Park to be removed and would prefer that it remains in place for preservation even though Englewood is not contributing funds for preservation or restoration.

On May 5, 2026, staff from both Littleton and Englewood provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Littleton City Council. At the time, the intergovernmental agreement did not include reimbursement funds from the City of Englewood to restore, preserve, or rehabilitate the flume in Lower Ridgewood Park. Due to questions from Council, Englewood has since updated the agreement to include \$83,500 worth of funding for reimbursement for Littleton to preserve and historically commemorate the flume. The option still does exist in the agreement for Englewood to remove the flume at their project’s cost.

FISCAL IMPACTS:

The tree fee of \$60,250 as outlined in the intergovernmental agreement will be a revenue source to the City. In addition, if kept in place, Littleton would be responsible for the costs to stabilize, rehabilitate, or restore the flume that exceeds the \$83,500 reimbursement from the City of Englewood.

STAFF RECOMMENDATION:

City staff recommends that Council approve this agreement as presented via resolution.

ALTERNATIVES:

N/A

PROPOSED MOTION:

I move to approve Resolution 37-2026 approving an Intergovernmental Agreement (IGA) with the City of

Englewood for the City Ditch Reach 2A project.

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CITY OF LITTLETON, COLORADO

Resolution No. 37

Series, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
COLORADO, AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF ENGLEWOOD, COLORADO
REGARDING THE CITY DITCH PIPING PROJECT (REACH 2A AND
TREE FEES)**

WHEREAS, the City Council of Littleton, may, by resolution, enter into contracts with other governmental bodies to furnish or receive governmental services, to make or pay for charges for such services, and to enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, Englewood has undertaken a project to enclose portions of its raw water supply (the “City Ditch”) between Chatfield Reservoir and the Allen Water Treatment Plant and relocate it to a new alignment; and

WHEREAS, the project involves converting four designated reaches of the City Ditch to enclosed pipe, including Reach 2A, extending north from a new manhole on Archdiocese Of Denver Pastor St Mary's Catholic Church (St. Mary’s) property to Ridge Road; and

WHEREAS, this Agreement pertains to the Parties’ obligations and responsibilities related to Reach 2A only (the “Project”); and

WHEREAS, to accommodate the new City Ditch alignment for Reach 2A, the Parties have, by separate agreement, entered into a Relinquishment and Grant of Easements (City Ditch) to provide Englewood with easement rights for the new alignment as well as to relinquish easement rights to Littleton for areas of the existing areas of City Ditch that are to be abandoned by Englewood as a result of the new alignment; and

WHEREAS, Englewood will be the fiscal agent for the Project, managing the work performed, in consultation with Littleton; and

WHEREAS, the Parties desire to enter into this Agreement to address the Parties’ participation in and financial contributions toward the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1. The Littleton City Council hereby approves the agreement titled “Intergovernmental Agreement between the City of Littleton, Colorado and the City of Englewood, Colorado Regarding the City Ditch Piping Project (Reach 2A and Tree Fees),”

47 attached hereto, and in substantially the same form as Exhibit A. The mayor is hereby authorized
48 to execute said agreement.

49
50

51 INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the
52 City Council of the City of Littleton, Colorado, on the 2nd day of June 2026 at 6:30 p.m. at the
53 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

54 ATTEST:

55
56

57 _____
58 Colleen L. Norton
59 CITY CLERK

Kyle Schlachter
MAYOR

60 APPROVED AS TO FORM:

61
62

63 _____
64 Reid Betzing
CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LITTLETON, COLORADO AND THE CITY OF ENGLEWOOD
COLORADO REGARDING THE CITY DITCH PIPING PROJECT (REACH 2 AND
TREE FEES)**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 2026, by and between **CITY OF LITTLETON**, a home rule municipality of the State of Colorado ("Littleton"), and the **CITY OF ENGLEWOOD**, a home rule municipality of the State of Colorado ("Englewood"). Littleton and Englewood are individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are authorized by §29-1-203, C.R.S. as amended, to enter into contracts or agreements for the sharing of costs for any function, service, or facility authorized to each of the cooperating or contracting parties;

WHEREAS, §29-1-203, C.R.S. as amended, clearly articulates and affirmatively expresses a state policy that authorizes political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective resources;

WHEREAS, Englewood has undertaken a project to enclose portions of its raw water supply (the "City Ditch") between Chatfield Reservoir and the Allen Water Treatment Plant and relocate it to a new alignment;

WHEREAS, the project involves converting four designated reaches of the City Ditch to enclosed pipe, including:

- (Reach 1) McLellan Pump Station to Mineral Avenue
- (Reach 2) Linhart Lake to Littleton Cemetery
- (Reach 3) Slaughterhouse Gulch Park to Belleview Avenue
- (Reach 4) Belleview Park area;

WHEREAS, this Agreement pertains to the Parties' obligations and responsibilities related to Reach 2 (the "Project");

WHEREAS, to accommodate the ongoing redesign of the Rangeview Gulch stormwater system, Reach 2 is being divided into two phases: Reach 2A, extending north from a new manhole on Archdiocese Of Denver Pastor St Mary's Catholic Church (St. Mary's) property to Ridge Road, and Reach 2B, extending south from that same manhole to include the Linhart Lake area;

WHEREAS, this Agreement is for Reach 2A construction;

WHEREAS, the Parties acknowledge that three existing stormwater inlets currently discharge into Englewood's City Ditch within Reach 2 (from S. Prince Street, an overflow from the detention pond on St. Mary's property, and the Rangeview Gulch stormwater floodway inlet

near Linhart Lake), and that such existing inflows will continue to flow into the existing ditch channel and pipe following construction of Reach 2A, but that these stormwater flows will be redirected as part of Reach 2B construction;

WHEREAS, to accommodate the new City Ditch alignment for Reach 2, the Parties have, by separate agreement, entered into a Relinquishment and Grant of Easements (City Ditch) (the "Easement") to provide Englewood with easement rights for the new alignment as well as to relinquish easement rights to Littleton for areas of the existing areas of City Ditch that are to be abandoned by Englewood as a result of the new alignment;

WHEREAS, Englewood will be the fiscal agent for the Project, managing the work performed, in consultation with Littleton; and

WHEREAS, the Parties desire to enter into this Agreement to address the Parties' participation in and financial contributions toward the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, which the Parties agree is sufficient, it is hereby agreed that:

AGREEMENT

1. Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

2. Term. This AGREEMENT shall be effective on the date of execution by both Parties, ("Effective Date") and terminate upon completion of the project or on a date prior as agreed to in writing by the Parties.

3. Englewood Obligations. Englewood shall be responsible for the following:

(a) Pay a mitigation fee for the loss of tree canopy removed as a result of the Project, in the amount of **sixty thousand two-hundred and fifty and 00/100 Dollars (\$60,250)** within thirty (30) days of the Effective Date of the Agreement;

(b) Management and construction of the Project, including selection of and directions to the Contractor.

(c) Tracking all financial information, invoices, and billing needed to determine and track the necessary, actual, and reasonable construction costs for the Project.

(d) Provide all necessary or desirable expertise and experience (e.g., but not limited to legal, contract administration, engineering, financial) to manage the performance of Englewood's contractor.

(e) Designate an individual responsible for representing Englewood who shall coordinate with the Littleton Representative in order to ensure that notification to impacted Englewood residents regarding the project schedule and other project details is consistent with the schedule and project details communicated to Littleton residents.

(f) Coordinate with Littleton regarding the construction schedule associated with the Project and providing updates to Littleton concerning updates to such construction schedule. The Littleton Representative will be invited to all preconstruction meetings and coordination meetings with the Contractor.

(g) The Englewood Representative and Englewood's contractor shall work with the Littleton Representative to design, review, and approve those portions of the Project located within the Littleton boundaries.

(h) Comply with all Littleton and Englewood construction standards that may apply under current municipal code provisions, other applicable regulations, or as may be modified by variance.

(i) Provide Littleton with data as requested by the Littleton Representative.

(j) Preserve the existing flume in place over Lee Gulch as it currently exists or, if directed by Littleton, remove the flume with the Project. If preserved, coordinate with Littleton to identify and enter into any agreements that may be necessary and ensure the flume's west end continued use for the conveyance of stormwater into Lee Gulch. If Littleton wishes to remove the flume with the project, Littleton will notify Englewood no later than June 2, 2026. In lieu of removal by Englewood, Littleton may request, and Englewood shall provide, funding, in an amount not to exceed the estimated demolition cost of **eighty-three thousand five hundred and 00/100 Dollars (\$83,500)**, toward Littleton's restoration, rehabilitation, reuse, stabilization, or other disposition of the flume as determined by Littleton. Such payment shall constitute full satisfaction of Englewood's obligations associated with demolition of the flume under the Project.

(k) Fill all proposed abandoned pipes located on the eastern and northern sides of Lower Ridgewood Park, with cellular grout to ensure structural integrity and prevention of future maintenance or subsidence issues. Prior to Englewood's recording of the quit claim deed described in paragraph 2 of the Easement, Englewood will continue to operate and maintain the City Ditch as done historically. Englewood is not responsible for any major improvements other than filling abandoned pipes with cellular grout as specified in this agreement, and will consult with Littleton if any major improvements are proposed to be completed outside of standard operations and maintenance prior to that work being done. Upon Englewood's recording of the quit claim deed described in paragraph 2 of the Easement, Englewood shall have no further obligations or liability with respect to the filled sections of pipe or any other portion of City Ditch located within the Relinquished City Ditch Property as that area is defined in the Easement or Exhibit A of the quit claim deed. Englewood will supply Littleton with as-built plans within 90 days of Reach 2A construction completion that shall include the new City Ditch pipeline and identify the sections of pipe that are filled and abandoned in place.

4. Littleton Obligations. Littleton will be responsible for the following:

(a) Designate an individual responsible for representing Littleton, who shall coordinate with the Englewood representative in order to ensure that notification to Littleton residents regarding the project schedule and other project details is consistent with the schedule and project details communicated to Englewood residents.

(b) Provide Englewood with data as requested by the Englewood

Representative.

(c) Coordinate with Englewood to identify and enter into any agreements that may be necessary to facilitate Littleton's operation of stormwater facilities within or near City Ditch.

(d) Ensure that no new stormwater will be directed into City Ditch in location and amount compared to historical stormwater inflows, regardless of any new stormwater facilities or solutions that may be implemented by Littleton.

(e) Work cooperatively and in good faith with Englewood to timely review, process, and authorize any permits, approvals, and related municipal actions within Littleton's control that are reasonably necessary to allow Englewood to mobilize construction for Reach 2B on or before October 1, 2027. Littleton shall also work cooperatively and in good faith with Englewood to implement the stormwater facilities, measures, approvals, and solutions necessary to support such construction schedule.

5. Project Representatives.

(a) Littleton Representative. Littleton hereby designates Ryan Germeroth as the Littleton Representative to coordinate all communication with Englewood related to the Project and issues arising under this Agreement.

(b) Englewood Representative. Englewood hereby designates Stephanie Ellis as the Englewood Representative to coordinate all communication with Littleton related to the Project and issues arising under this Agreement.

6. Notice. Except as otherwise provided herein, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, or by other courier agreed to by both Parties, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Englewood: City of Englewood
Attn.: City Clerk
1000 Englewood Parkway
Englewood, CO 80110

With a copy to: City of Englewood
Attn.: City Attorney
1000 Englewood Parkway
Englewood, CO 80110

City of Littleton: City Manager
City of Littleton
2255 W. Berry Ave
Littleton, CO 80120

With a copy to: Littleton City Attorney

City of Littleton
2255 W. Berry Ave
Littleton, CO 80120

7. **Article X, Section 20/TABOR:** The Parties understand and acknowledge that Littleton and Englewood are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Neither Party intends to violate the terms and requirements of TABOR by the execution of this AGREEMENT. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such Party beyond the term of the Party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties 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 individual paying party and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. Agreement as Complete Integration

(a) This Agreement, together with the Relinquishment and Grant of Easements (City Ditch) agreement, and any other documents incorporated herein or therein by reference and all related exhibits, constitutes the entire agreement of the Parties hereto with respect to the subject matter contained herein and therein. The Parties agree that there have been no representations regarding the subject matter of this Agreement made other than those contained herein, that this Agreement constitutes their entire agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

(b) This Agreement contains all of the terms agreed upon by the Parties related the Project participation and financial contributions. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

(c) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

9. **Counterparts of this Intergovernmental Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

10. **Assignment and Subcontracting.** Englewood and Littleton agree that this Agreement, or any other interest therein, shall not be assigned, sublet, or transferred without prior written consent of all Parties herein.

11. **Liability.** To the maximum extent permissible, Englewood and Littleton each retain governmental immunity under the Colorado Governmental Immunity Act, and no term of this Agreement shall be construed as an express or implied waiver of governmental immunity. Neither Party shall indemnify the other and both Parties agree to waive any claim for damages

against the other party for work performed under this Agreement. Further, no elected official, officer, agent or employee of Littleton or Englewood shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or approval of this Agreement. In the event of a legal dispute regarding the terms of this Agreement, the government laws shall be the laws of the State of Colorado, the venue shall be the 18th Judicial District, State of Colorado, and each Party shall be responsible for their own attorneys' fees and costs.

12. Status of Parties. Englewood and Littleton intend that an independent governmental relationship shall be created by this Agreement. The Parties agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado. Each and every covenant, promise, or term contained in this Agreement shall not merge in any other document executed by either or both Parties to effect or implement the provisions of this Agreement but shall survive such instrument. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

13. No Third Party Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

14. Severability. It is understood and agreed to by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date set forth above.

CITY OF LITTLETON

ATTEST:

Colleen Norton, City Clerk

Kyle Schlachter, Mayor

APPROVED AS TO FORM:

Reid Betzing, City Attorney

CITY OF ENGLEWOOD

ATTEST:

Stephanie Carlile, City Clerk

Othoniel Sierra, Mayor

CITY DITCH REACH 2A PROJECT AGREEMENTS

Brent Soderlin, Director of Public Works & Utilities

Ryan Germeroth, Deputy Director of Public Works & Utilities

Sara Dusenberry, Senior Planner

Stephanie Ellis, Engineer III, City of Englewood

JUNE 2, 2026



OVERVIEW

History of City Ditch

Project update by City of Englewood

Summary of Lee Gulch Flume

Overview of Project Agreements

Upcoming Public Meetings

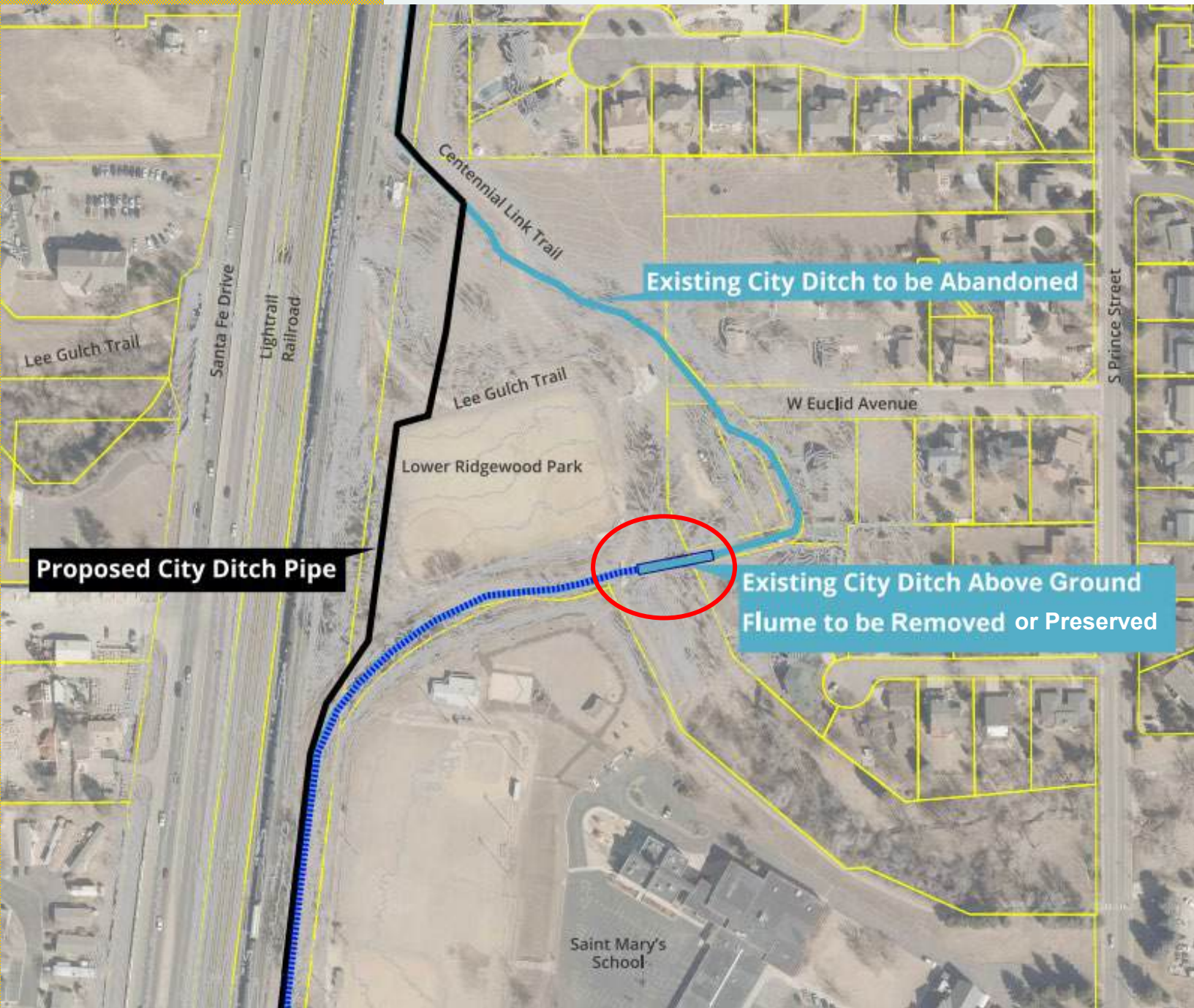
Questions & Discussion

LEE GULCH FLUME

- Flumes were used to “bridge” features like gulches or side streams
- Originally constructed from wood
- Current steel structure was likely built in the 1940s
- Located in Lower Ridgewood Park – west of Prince Street and north of Saint Mary’s Church



Lee Gulch



HISTORIC PRESERVATION OPPORTUNITIES

1. Preservation of the ditch and flume structure in place

- Experiencing the full structure and how it connected with the ditch provides a greater understanding of its function and allows interpretation to focus on both the structure's functionality and broader history within the city and region.

2. Saving only a piece of the flume structure in place

- Provides some opportunity to understand how the structure functioned, but the full picture is missing.
- The missing sections means there is more reliance on interpretation materials to tell "the story."

3. Saving a piece of the flume, not in its original location

- Provides an opportunity to tell the history, but the full impact and importance of the structure is greatly reduced.
- Removes the opportunity to create a historic park as an amenity for residents and visitors.

HPC STUDY SESSION & RECOMMENDATION

- HPC met with staff from Littleton and Englewood on February 16, 2026 to discuss the history of the ditch and current project
- HPC noted they appreciated being involved in the discussion of this flume before we met with Council
- Final HPC recommendation is to keep the flume structure in place to allow for further planning to determine how best to preserve and celebrate City Ditch and the flume structure in Lower Ridgewood Park

SUMMARY OF FLUME ASSESSMENTS

Lee Gulch

- Corroded / leaking deck
- Corroded steel supports
- Spalled / scaled concrete & missing anchors @ west abutment
- Exposed foundation @ Pier 5 (no undermining)
- Heavy vegetation growth



Scenario		Lee Gulch Flume		
		One time cost	Annual costs	Total 10-yr Cost
Option 1	Remove flume with Englewood project	Minimal	Minimal	Minimal
Option 2a	Stabilize in place only (no aesthetic repair)	\$19,500	\$10,000	\$119,500
Option 2b	Repair & maintain in place (fully functional)	\$300,400	\$21,200	\$512,400
Option 3a	Relocate one flume span only	\$219,200	\$2,300	\$242,200
Option 3b	Relocate truss only	\$455,800	\$4,600	\$501,800
Option 3c	Relocate full structure w/o abutments	\$597,500	\$13,800	\$735,500

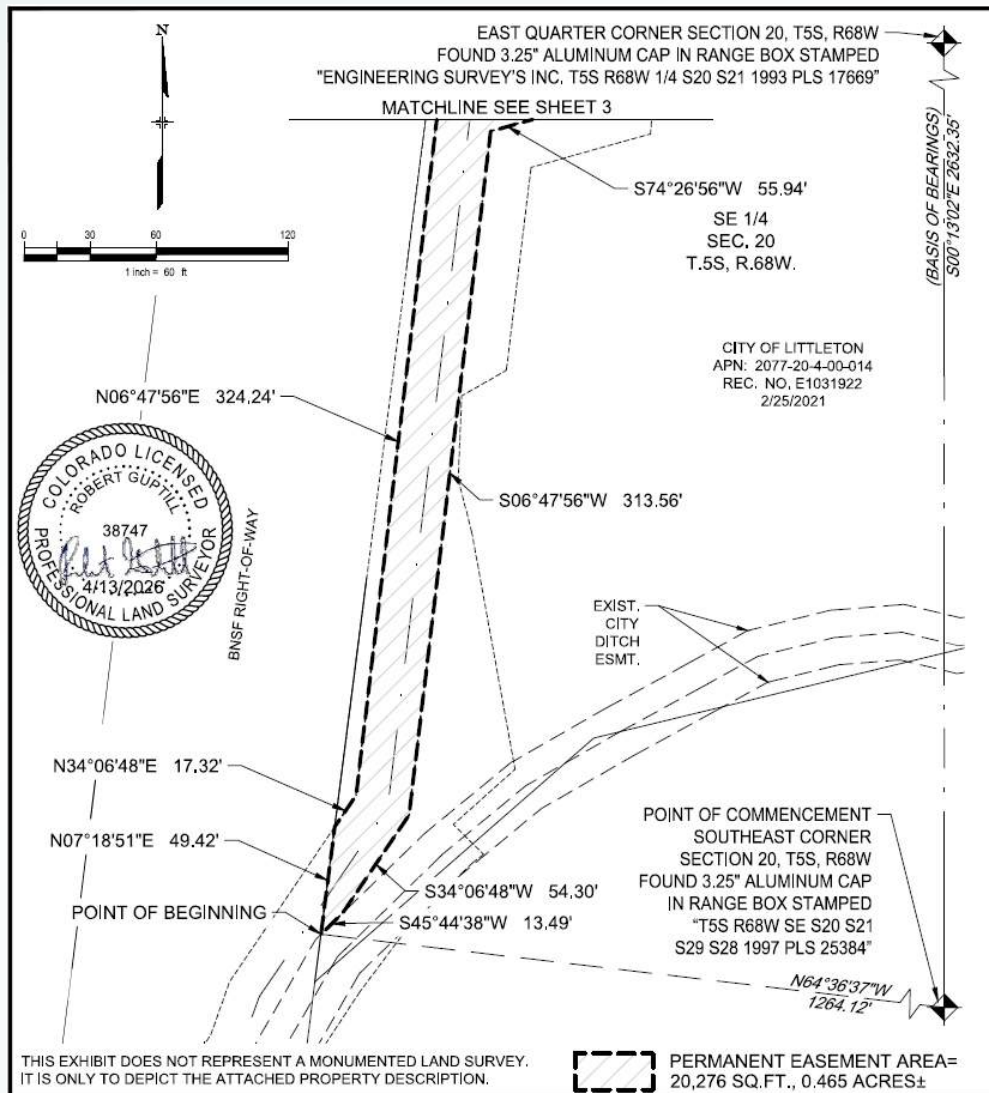
CONSIDERATIONS

- Some limited grant funding may be available to stabilize / restore
- Costs to repair to be fully functional and maintain in place are high
- Concerns around safety and ongoing restoration costs if left in place
- Costs to relocate flumes are even higher and not recommended
- Any relocated structure would need to be secured for safety

PROJECT AGREEMENTS

- Relinquishment and Grant of Permanent Easements
- Intergovernmental Agreement with Englewood
- Temporary Construction Easement
- Quit Claim Deed

PERMANENT EASEMENT



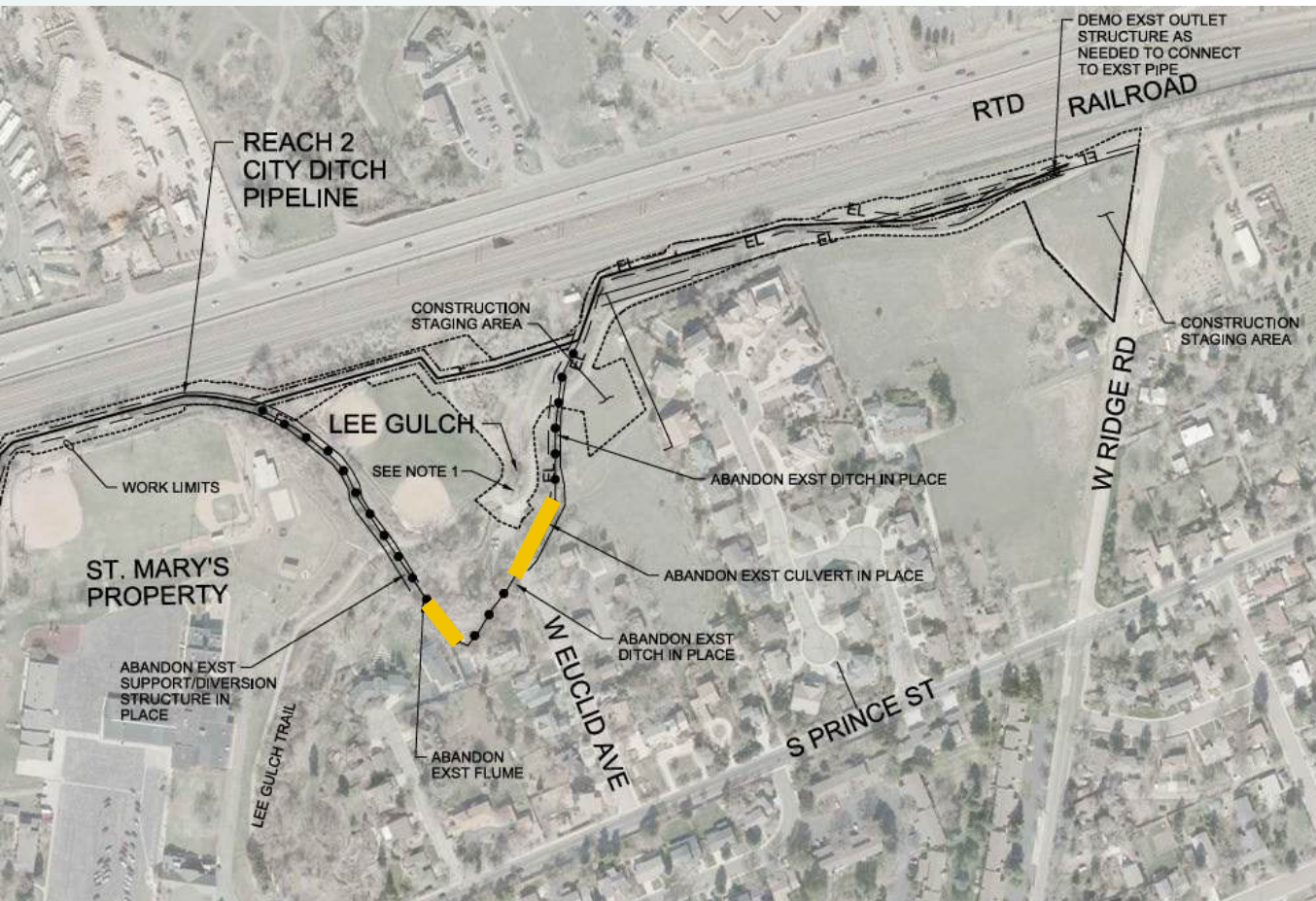
Lower Ridgewood Park

- Relinquishes old easement
- Establishes new easement
- Designates allowed activities for Englewood & Littleton
- Specifies restoration requirements in new easement area

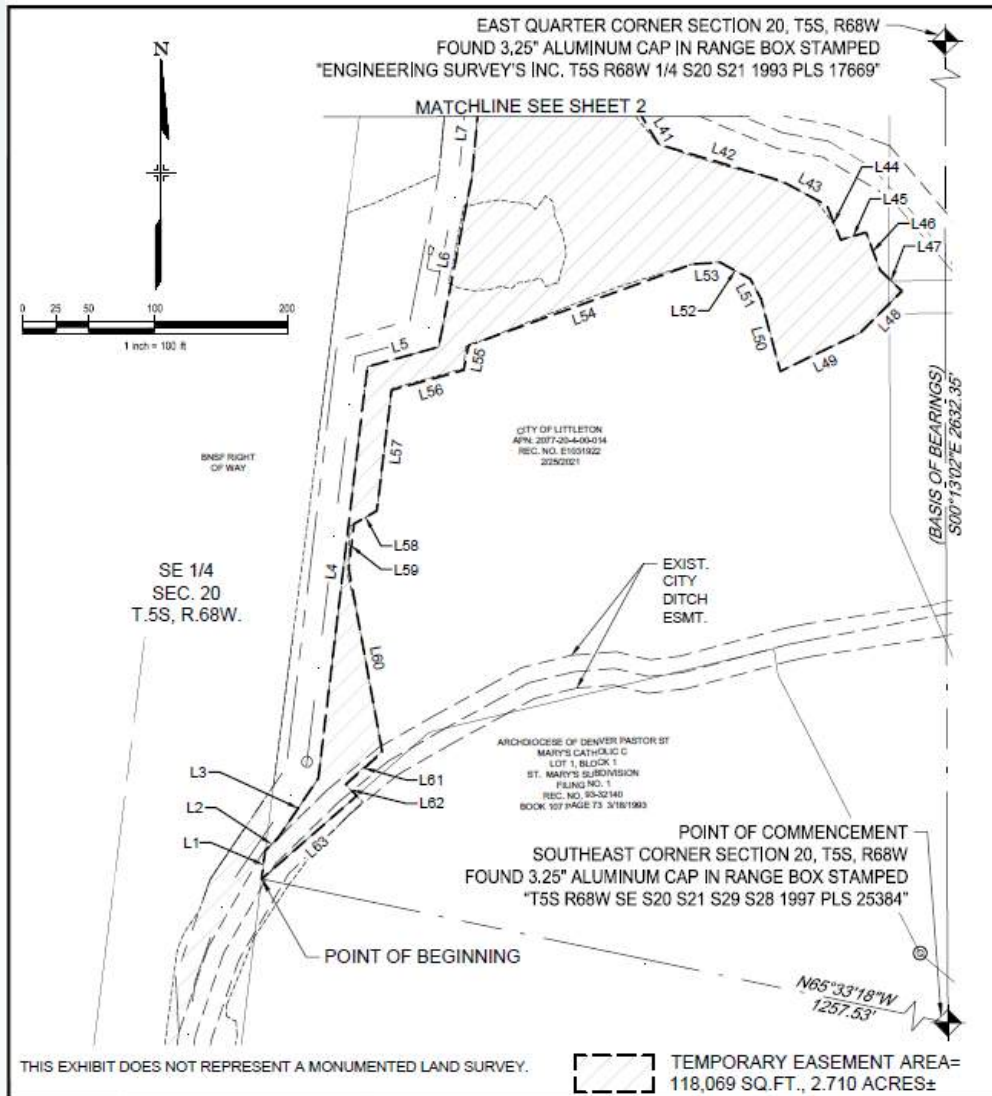
INTERGOVERNMENTAL AGREEMENT

Lower Ridgewood Park

- Effective during construction only
- Tree mitigation fee of \$60,250
- Flashfill abandoned pipes
- Preserve the flume in place or remove the remaining structure
- Work with Englewood to advance Reach 2B to construction by 10/1/27
- NEW - reimbursement up to \$83,500 from Englewood for flume



TEMPORARY CONSTRUCTION EASEMENT



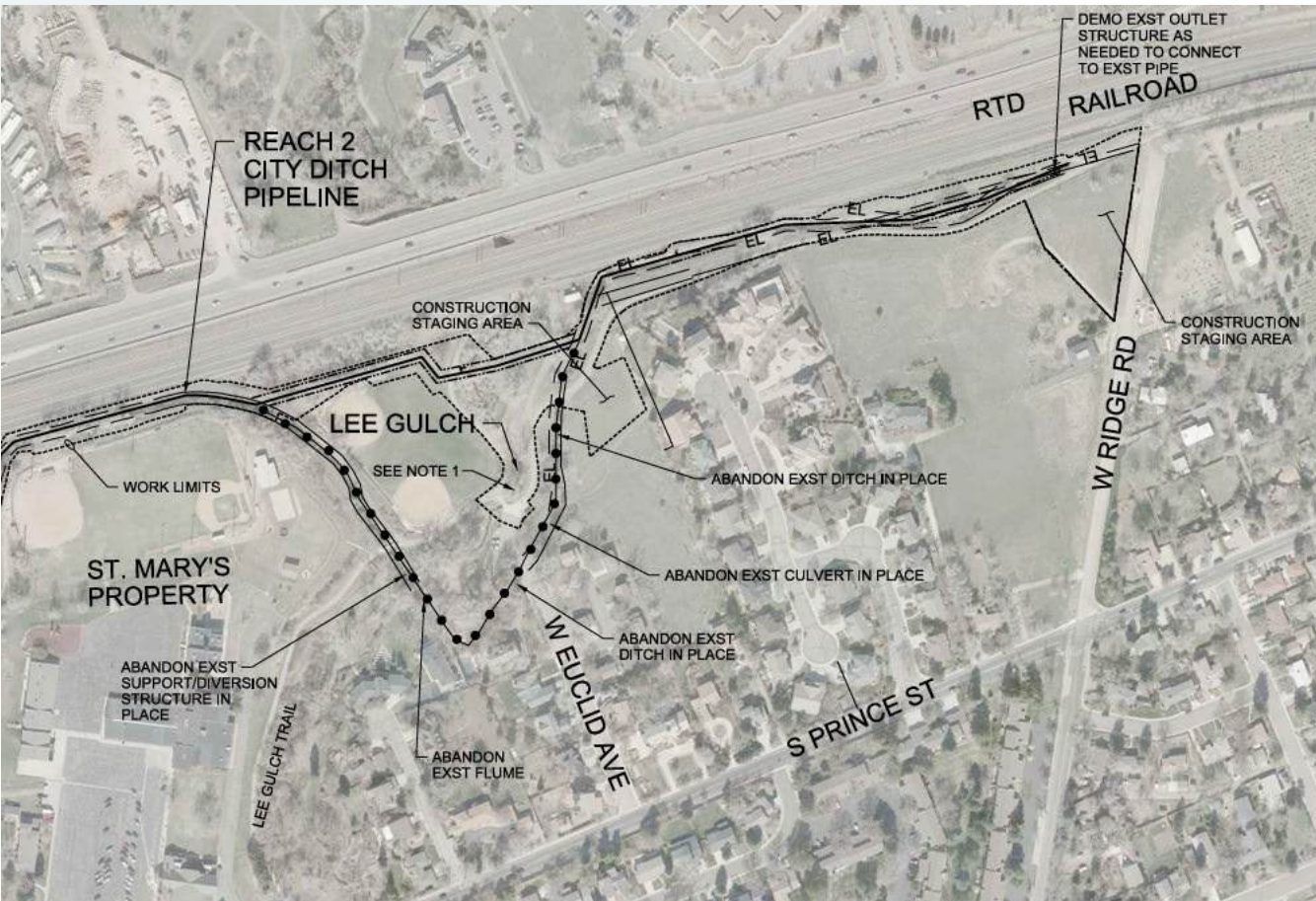
Lower Ridgewood Park

- Effective during construction only
- Grants access permission
- Grants permission for staging
- Insurance requirements
- Surface restoration requirements

QUIT CLAIM DEED

Lower Ridgewood Park

- Records easement relinquishment
- Englewood releases all responsibilities of area to Littleton



UPCOMING MILESTONES

- June 2nd: Agreement resolutions presented to Council
- Fall 2026: Construction starts on project in Reach 2A
- Fall / Winter 2026: Further discussion regarding preservation & commemoration of flume
- Late Fall 2026 / Early Winter 2027: Flume structure removal if removed with Englewood project or left in place for further assessment

QUESTION FOR COUNCIL

- Does Council wish to keep the flume structure in Lower Ridgewood Park as recommended by the Historic Preservation Commission or remove it with the Englewood project?

RECOMMENDED ACTION

- City staff recommend that City Council approve the following agreements via resolution
 - Relinquishment & Grant of Easements for City Ditch
 - IGA with City of Englewood for City Ditch Project
 - Temporary Construction Easement with City of Englewood
 - Quit Claim Deed for the City Ditch Project



Staff Communication

File #: Resolution 38-2026, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Resolution 38-2026: Approving a temporary construction easement agreement with the City of Englewood for the City Ditch Reach 2A project

From:	James L. Becklenberg, City Manager
Prepared by:	Ryan Germeroth, Deputy Director of Public Works & Utilities
Presentations:	Brent Soderlin, Director of Public Works & Utilities Ryan Germeroth, Deputy Director of Public Works & Utilities Sara Dusenberry, Senior Planner Community Development Stephanie Ellis, Engineer III, City of Englewood

PURPOSE:

To approve the temporary construction easement needed between Littleton and Englewood for the City Ditch piping project in Reach 2A (from Saint Mary's to Ridge Road).

LONG-TERM OUTCOME(S) SERVED:

Vibrant Community with a Rich Culture; High-Quality Governance

DISCUSSION:

Brief History of City Ditch

City Ditch was one of the first irrigation canals in the state and runs water from the South Platte River to Denver. The 26-mile stretch was initially started in 1861, with the beginning of ditch more closely located to what is downtown Littleton. Due to the Civil War, construction was halted and restarted in 1864. The ditch was completed in 1867, with the start located nearly four miles upstream. Richard Little, founder of Littleton, was responsible for surveying the stretch of land to ensure the water flowed appropriately and noted the original location of the ditch would not be effective in moving water. Construction of the ditch and the ability to move water in a highly arid landscape was a catalyst for much of the development within the region. Richard Little utilized the abandoned ditch to channel water from the Platte, allowing for the construction of the Rough and Ready Mill.

Utilizing gravity to move water requires the use of flumes to move water across features like gulches or side streams. The flumes effectively acted as bridges to allow water to move across these features. The original flumes would have likely been constructed from wood. The use of steel would have come later when shipping the material to the region was easier and more cost effective. A steel flume structure currently exists over Lee Gulch in Littleton and was likely constructed in the 1940s. The structure is currently in use today to provide water to the City of Englewood and other water users, including the City of Littleton.

City Ditch Flume & Project Agreement Overview

Due to feedback from the community during the Englewood design project for City Ditch, including feedback from Historic Littleton, Inc., city staff hired a consultant to assess the condition of the existing flume structures in Slaughterhouse Gulch Park and near Lee Gulch to provide scenarios on what could be done with the flumes. The scenarios analyzed include costs to repair in place to working condition, costs to maintain in place, and the costs to remove and relocate part or most of the flumes to another location. Since the initial assessment was done, staff has since asked the consultant to provide a cost estimate to stabilize the Lee Gulch flume in place structurally with no other work done to it. Based on the condition assessments the flume structure in Lee Gulch is leaking, has corroded steel, has spalled concrete, is missing anchor bolts, and has one foundation exposed. Several of these deficiencies are rated as “high” need in the assessment reports.

For the Englewood City Ditch Piping Project Reach 2A to proceed forward, there are four agreements between Littleton and Englewood that are needed to allow for exchange of funds, to create new easements, relinquish old easements, and transfer property. Reach 2B from Saint Mary’s to Linhart Lake will have a similar set of agreements that will come before at a future date once the stormwater design for Rangeview Gulch is finalized.

The following provides a summary of the key terms and conditions of this agreement.

- Temporary construction easements
 - Effective during the construction project only
 - Allows temporary access to Littleton property for Englewood to construct City Ditch project
 - Includes exhibits showing the easement area(s)
 - Requires Englewood project to have insurance as outlined in agreement
 - Requires Englewood project to restore surface of easement area back to the same pre-project condition

BACKGROUND:

The City of Englewood is completing the piping of the open channel City Ditch between Linhart Lake and Ridge Road (Reaches 2A and 2B) and intends to pipe the section in the Lee Gulch area starting in the fall of 2026. City Ditch is Englewood’s primary water supply source so piping the ditch will improve the quality, sustainability, resiliency, and safety of the water source. The design effort for this project started in the fall of 2022. Community outreach and coordination was included as a part of the project, including meetings with Historic Littleton, Inc. Due to the potential removal of the flume structures, a request was made by representatives of Historic Littleton, Inc. to consider keeping the flume structures. The City of Littleton then hired a consultant to assess the condition of the flume and provide cost estimates to repair, relocate, and maintain it.

Prior Actions or Discussions

On July 15, 2025, city staff provided an overview of the agreements for Reach 3 of the City Ditch project. This meeting followed two other study session meetings and one meeting with the Historic Preservation Commission. The staff recommendation was to approve all four agreements via resolution. City Council approved all four resolutions. The flume in Slaughterhouse Gulch Park was kept in place as a part of that approval and is currently undergoing stabilization work.

On February 19, 2026, city staff provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Historic Preservation Commission. The commission appreciated being consulted at the beginning of the agreement approval process.

After discussion, the commission does not want the flume in Lower Ridgewood Park to be removed and would prefer that it remains in place for preservation even though Englewood is not contributing funds for preservation or restoration.

On May 5, 2026, staff from both Littleton and Englewood provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Littleton City Council. At the time, the intergovernmental agreement did not include reimbursement funds from the City of Englewood to restore, preserve, or rehabilitate the flume in Lower Ridgewood Park. Due to questions from Council, Englewood has since updated the agreement to include \$83,500 worth of funding for reimbursement for Littleton to preserve and historically commemorate the flume. The option still does exist in the agreement for Englewood to remove the flume at their project's cost.

FISCAL IMPACTS

N/A.

STAFF RECOMMENDATION:

City staff recommends that Council approve this agreement as presented via resolution.

ALTERNATIVES

N/A

PROPOSED MOTION:

I move to approve Resolution 38-2026 approving a temporary construction easement agreement with the City of Englewood for the City Ditch Reach 2A project.

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CITY OF LITTLETON, COLORADO

Resolution No. 38

Series, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
COLORADO, AUTHORIZING A TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT WITH THE CITY OF ENGLEWOOD,
COLORADO REGARDING THE ENGLEWOOD CITY DITCH PROJECT
FOR REACH 2A**

WHEREAS, the City Council of Littleton, may, by resolution, enter into contracts with other governmental bodies to furnish or receive governmental services, to make or pay for charges for such services, and to enter into cooperative or joint activities with other governmental bodies; and

WHEREAS, Englewood has undertaken a project to enclose portions of its raw water supply (the “City Ditch”) between Chatfield Reservoir and the Allen Water Treatment Plant and relocate it to a new alignment; and

WHEREAS, Englewood has requested, and Littleton is willing, to grant a temporary construction easement over and across Littleton property for construction related activities for Reach 2A of the City Ditch Project, as more particularly described in Exhibit “A,” the temporary construction easement, attached hereto; and

WHEREAS, the Parties desire to enter into this Temporary Construction Easement Agreement to address the Parties’ obligations.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LITTLETON, COLORADO, THAT:**

Section 1. The Littleton City Council hereby approves the agreement titled “Temporary Construction Easement Agreement for Reach 2A of the City Ditch Project,” attached hereto, and in substantially the same form as Exhibit A. The mayor is hereby authorized to execute said agreement.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the
City Council of the City of Littleton, Colorado, on the 2nd day of June 2026 at 6:30 p.m. at the
Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

43 ATTEST:

44

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46 _____
Colleen L. Norton

47 CITY CLERK

48

49 APPROVED AS TO FORM:

50

51

52 _____
Reid Betzing

53 CITY ATTORNEY

Kyle Schlachter

MAYOR



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR REACH 2A OF THE CITY DITCH PIPING PROJECT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this ____ day of _____, 2026, by and between the City of Littleton, Colorado, a municipal corporation (the “City” or “Grantor”), whose mailing address is 2255 West Berry Avenue, Littleton, CO 80120 and the City of Englewood, a Colorado municipality whose place of business is 1000 Englewood Parkway, Englewood, Colorado 80110 (“Grantee”).

RECITALS

WHEREAS City is the owner of certain real property (the “Property”) as generally depicted on Exhibit A, attached hereto and incorporated by this reference; and

WHEREAS the Grantee has requested, and the City is willing to grant, a temporary construction easement over and across the Property (the “Temporary Easement Area”), also generally depicted on Exhibit A , for the limited purposes described herein;

NOW THEREFORE, for an in consideration of the covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

GRANT OF TEMPORARY EASEMENT

1. The City hereby grants, bargains, and conveys to the Grantee, its employees, agents, and contractors, a temporary non-exclusive construction easement (“Easement”) in, and to go, through, over, under and across the Temporary Easement Area for the limited purposes of: (i) non-public vehicular and pedestrian ingress and egress, including construction vehicles, in connection with construction of the improvements related to and required for the City of Englewood City Ditch Project (the “Project”); (ii) staging of materials and equipment necessary for construction of the Project; and (iii) to do all other things reasonably necessary regarding the design, construction, installation and maintenance of the Project, including temporary access road installation; utility installation and relocation, surface grading and regrading; the cutting, trimming and removal of trees; site restoration as set forth in Paragraph 5; and pipeline installation and associated infrastructure. The City hereby acknowledges the use of the Temporary Easement Area is non-exclusive and that the Temporary Easement Area is an active construction site.
2. The City does hereby warrant to the Grantee that it is the owner of the real property, as described above, in fee simple and has the lawful right to convey the Easement herein granted. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties.
3. It is understood that the term of the Easement (“Term”) shall begin upon written notice from the Grantee to the City of the Grantee’s start date of construction (“Notice”) and shall expire

upon the earlier to occur of (i) Grantee's completion of the construction, or (ii) the date which is twenty-four (24) months after the Notice is delivered to Grantor; provided that such Notice is given within twelve (12) months from the Effective Date stated above. Grantee shall not commence construction until it has obtained all insurance required under this paragraph. Similarly, Grantee shall not allow any approved contractor or subcontractor to commence work on the Project until all similar insurance required of the contractor or subcontractor has been obtained. The Grantee shall obtain commercial general liability insurance of, at a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability, each at \$1,000,000 per occurrence. The policy shall include coverage for explosion, collapse, and underground hazards (XCU). The Grantee shall also obtain comprehensive automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 with respect to owned, hired, and/or non-owned vehicles assigned to or used in the performance of the Project. Grantee further agrees that all its employees working on the Project shall be covered by adequate Workers' Compensation Insurance. Grantee further agrees to require each of its contractors and their subcontractors working on the Project to obtain adequate liability and automobile liability insurance that includes Grantor and Workers' Compensation Insurance in the minimum amounts as required by applicable law. The City shall be named as an additional insured on each of the required policies.

4. Grantee acknowledges and agrees that Grantee's exercise of rights provided in this Easement shall be carried out in such manner as to not interfere with current operations on City's property. Grantee agrees that in exercising its use of the Easement, the Grantee, its employees, agents, consultants, contractors, and subcontractors, shall undertake all reasonable and prudent actions, including but not limited to any safety measures, necessary to protect the Temporary Easement Area and to not unreasonably interfere with ingress and egress by the City and its representatives; provided, the parties shall reasonably cooperate to accommodate each other's use hereunder. Grantee shall not use the Temporary Easement Area in a manner inconsistent with the Easement. Grantee acknowledges and agrees that the Grantee, its agents, employees, consultants, contractors, and subcontractors, enter the Temporary Easement Area for the purpose of the Easement at its own risk. The City does not assume any risk, liability, or responsibility or duty of care as to the Grantee's employees, agents, consultants, contractors, and subcontractors when on the Temporary Easement Area under the rights granted in this Easement.
5. Upon completion of the Project, Grantee agrees to restore and regrade the surface areas of the Temporary Easement Area to the same condition as prior to the exercise of the rights under this Easement, as acceptable to the City.
6. The City reserves the rights to the use and occupy the Easement Property and to grant further easement interests in the Property to other grantees so long as such interests and uses do not unreasonably interfere with the use of the Grantee and its employees, agents, consultants, contractors, and subcontractors, as permitted in this Easement Agreement.

7. All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to City: City of Littleton
 Attn: City Manager and City Attorney
 2255 West Berry Ave
 Littleton, Colorado 80120

If to Grantee: City of Englewood
 Attn.: City Clerk
 1000 Englewood Parkway
 Englewood, CO 80110

With a copy to: City of Englewood
 Attn.: City Attorney
 1000 Englewood Parkway
 Englewood, CO 80110

City or Grantee may change its address by giving notice to the other as provided for above.

8. The provisions hereof shall not constitute a lien or encumbrance on the Property and this Easement Agreement, or any memorandum thereof, shall not be recorded in the office for the county (or any other jurisdiction) in which the Property is located.
9. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
10. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
11. This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Easement Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed this Grant of Temporary Easement the day and year first above written.

CITY/GRANTOR

Mayor Date

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

ACCEPTANCE

The Grantee, City of Englewood, hereby accepts the above grant as a temporary construction easement.

Dated this ____ day of _____, 2026.

CITY OF ENGLEWOOD

By: _____
Date

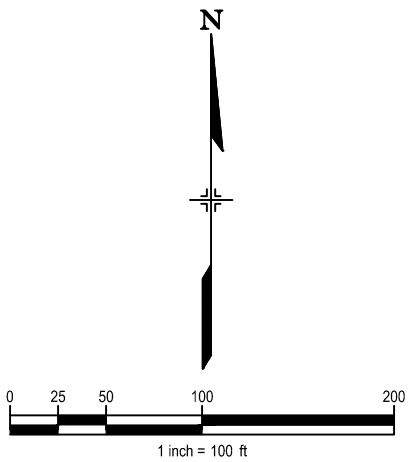
ATTEST:

City Clerk Date

Exhibit A

EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

MATCHLINE SEE SHEET 2



SE 1/4
 SEC. 20
 T.5S, R.68W.

BNSF RIGHT
 OF WAY

CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

EXIST.
 CITY
 DITCH
 ESMT.

ARCHDIOCESE OF DENVER PASTOR ST
 MARY'S CATHOLIC C
 LOT 1, BLOCK 1
 ST. MARY'S SUBDIVISION
 FILING NO. 1
 REC. NO. 93-32140
 BOOK 107 PAGE 73 3/18/1993


POINT OF COMMENCEMENT
 SOUTHEAST CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

POINT OF BEGINNING

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

N65°33'18"W
 1257.53'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=
 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000

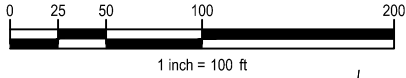
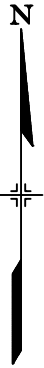
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ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:
 TEMPORARY EASEMENT
 TE-R2 REV CITY OF LITTLETON

REVISION:
 DRAWING NO.
 V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

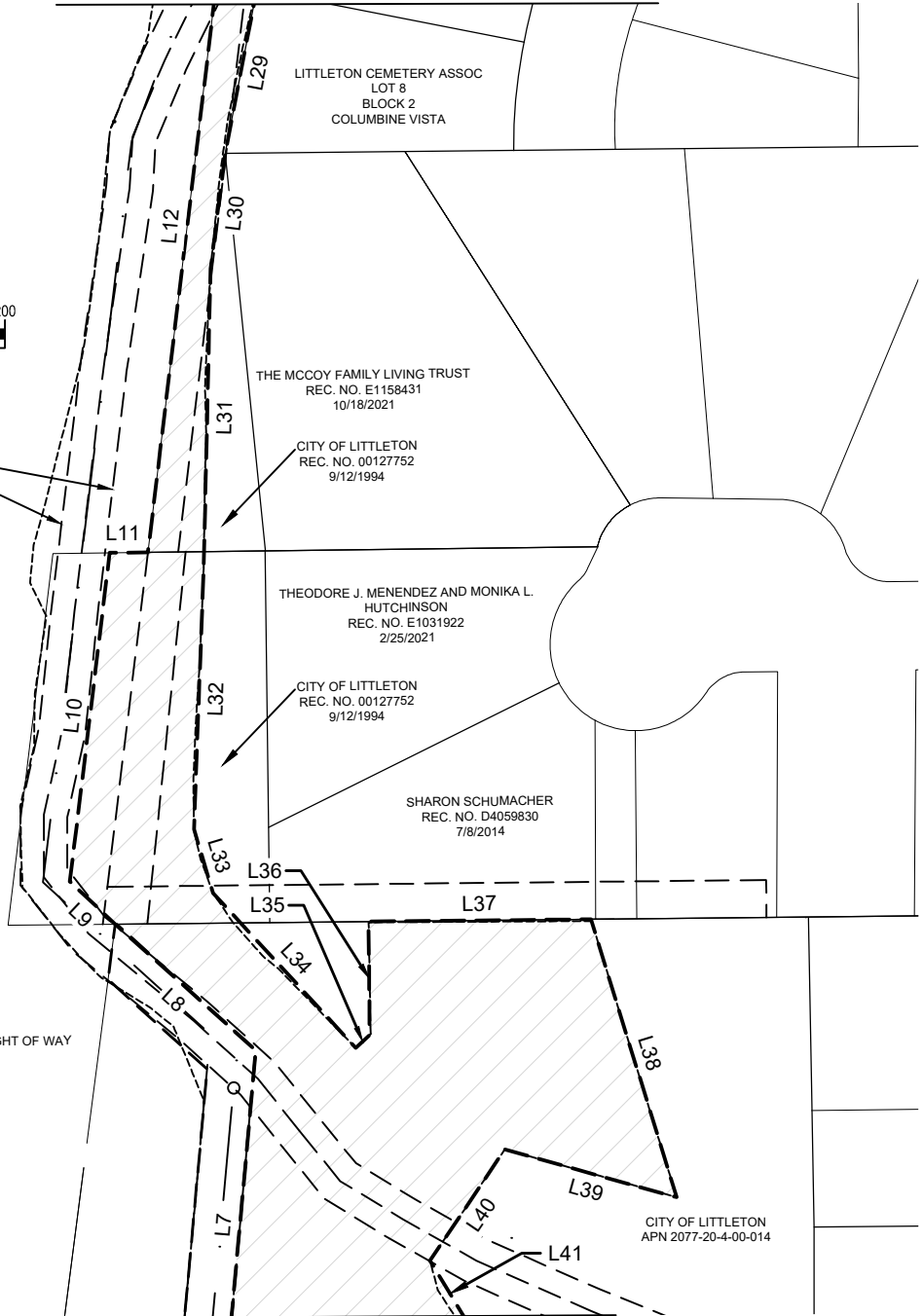
SHEET NO.
 1 of 4



MATCHLINE SEE SHEET 3

EXIST.
CITY
DITCH
ESMT.

SE 1/4
SEC. 20
T.5S, R.68W.



MATCHLINE SEE SHEET 1

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



TEMPORARY EASEMENT AREA=
118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

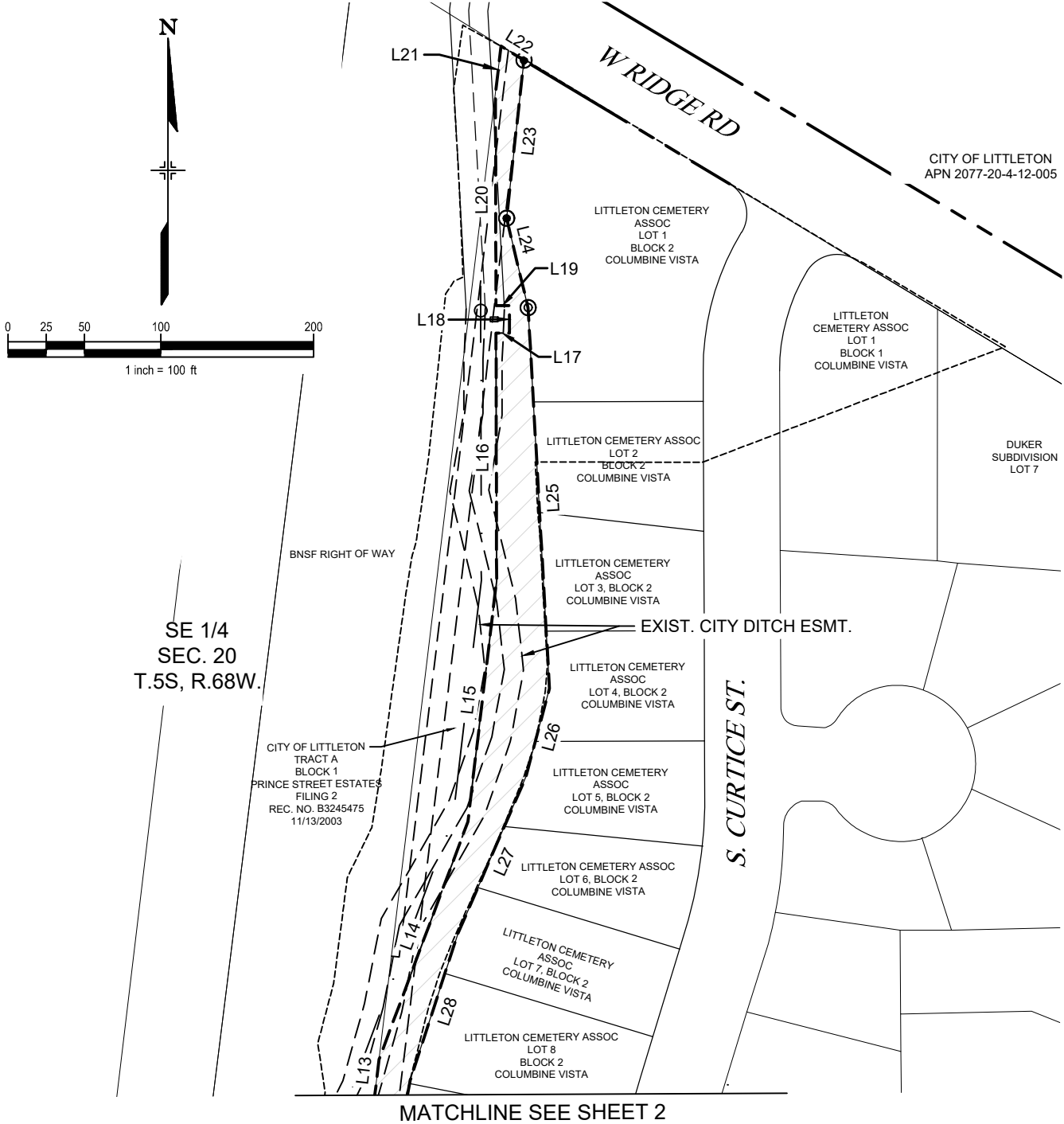
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ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:
TEMPORARY EASEMENT
TE-R2 REV CITY OF LITTLETON

REVISION: DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
2 of 4



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA= 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

Jacobs
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2 REV CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 3 of 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07° 18' 51"E	21.81
L2	N45° 44' 38"E	13.49
L3	N34° 06' 48"E	54.30
L4	N06° 47' 56"E	313.56
L5	N74° 26' 56"E	55.94
L6	N11° 05' 10"E	131.39
L7	N05° 10' 39"E	188.79
L8	N48° 05' 59"W	101.03
L9	N46° 48' 04"W	33.24
L10	N06° 53' 57"E	177.18
L11	N89° 16' 38"E	20.46
L12	N06° 52' 06"E	289.37
L13	N06° 52' 06"E	29.96
L14	N20° 29' 30"E	165.91
L15	N06° 48' 53"E	158.56
L16	N00° 08' 12"W	162.28
L17	N89° 51' 48"E	8.74
L18	N00° 08' 12"W	18.00
L19	S89° 51' 48"W	8.74
L20	N00° 08' 12"W	138.92
L21	N06° 52' 06"E	31.07
L22	S58° 07' 24"E	17.54
L23	S06° 15' 48"W	104.09
L24	S13° 34' 52"E	60.23
L25	S03° 12' 21"E	249.50
L26	S14° 58' 00"W	60.00
L27	S23° 28' 00"W	112.00
L28	S17° 58' 00"W	100.00
L29	S10° 53' 00"W	92.00
L30	S07° 14' 53"W	62.12
L31	S01° 18' 38"W	159.80
L32	S02° 08' 39"W	140.29

LINE TABLE		
LINE	BEARING	DISTANCE
L33	S16° 44' 39"E	35.59
L34	S42° 39' 42"E	112.57
L35	N47° 04' 56"E	10.19
L36	N00° 31' 44"W	60.60
L37	N89° 24' 35"E	118.88
L38	S17° 10' 45"E	155.68
L39	N74° 29' 15"W	95.51
L40	S33° 55' 26"W	71.62
L41	S31° 02' 00"E	59.81
L42	S73° 19' 35"E	97.61
L43	S61° 35' 29"E	38.45
L44	S21° 44' 48"E	27.90
L45	N73° 48' 36"E	20.00
L46	S20° 16' 51"E	30.35
L47	S46° 08' 49"E	23.12
L48	S45° 11' 19"W	44.59
L49	S64° 15' 25"W	67.12
L50	N14° 52' 19"W	56.33
L51	N27° 54' 32"W	17.34
L52	N61° 05' 08"W	26.36
L53	S85° 44' 08"W	21.28
L54	S69° 59' 21"W	179.69
L55	S11° 05' 10"W	18.84
L56	S74° 26' 56"W	56.68
L57	S06° 56' 36"W	91.84
L58	S60° 17' 46"W	19.90
L59	S06° 47' 56"W	33.65
L60	S10° 20' 29"E	141.64
L61	S48° 49' 28"W	36.26
L62	S41° 10' 32"E	12.00
L63	S48° 49' 28"W	95.56

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

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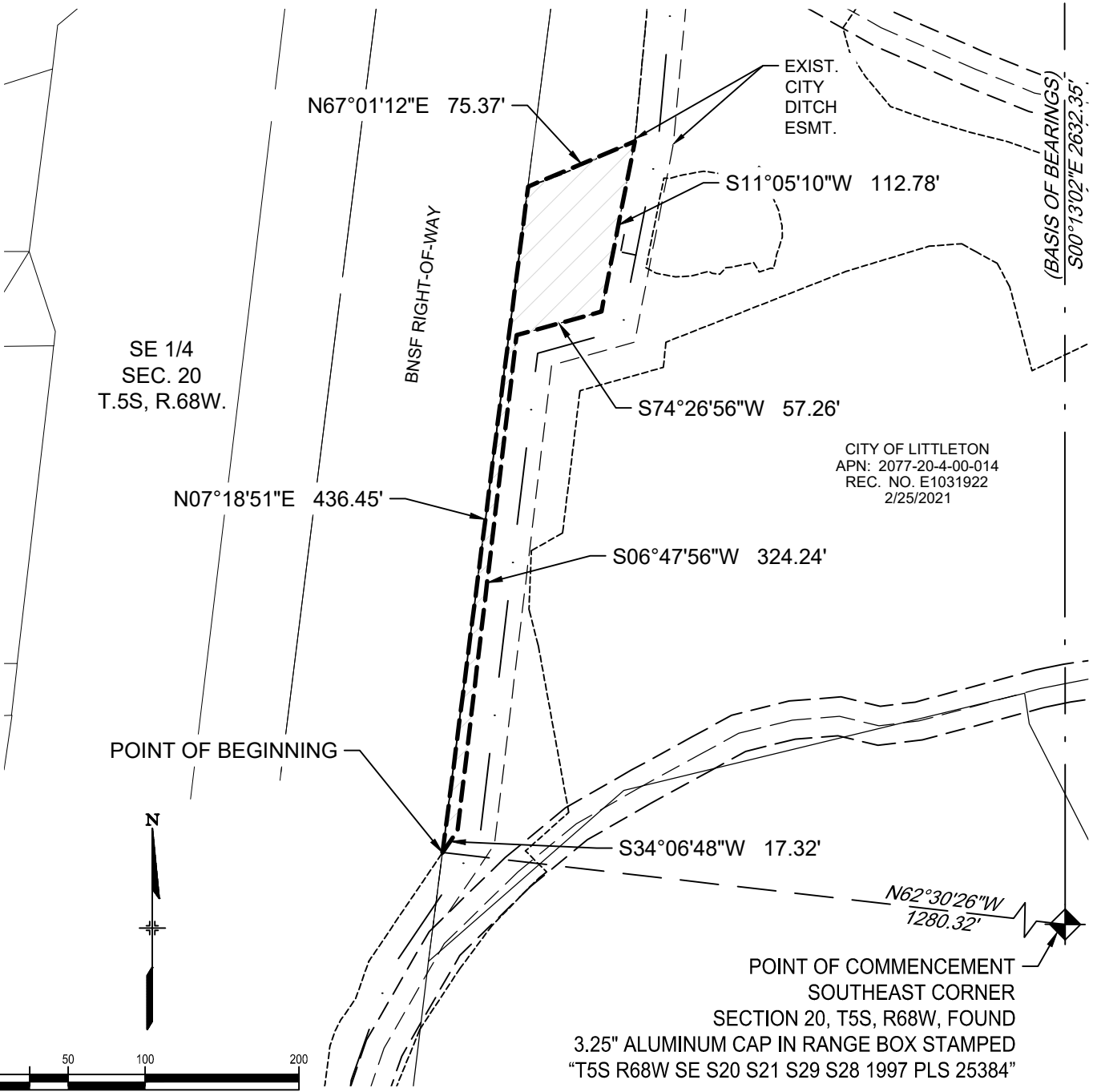
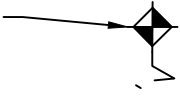
ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:
TEMPORARY EASEMENT
TE-R2 REV CITY OF LITTLETON

REVISION: DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
4 of 4

EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"



SE 1/4
 SEC. 20
 T.5S, R.68W.

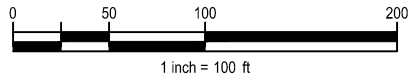
BNSF RIGHT-OF-WAY

EXIST.
 CITY
 DITCH
 ESMT.

(BASIS OF BEARINGS)
 S00°13'02\"/>

CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

POINT OF BEGINNING



POINT OF COMMENCEMENT
 SOUTHEAST CORNER
 SECTION 20, T5S, R68W, FOUND
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TEMPORARY EASEMENT AREA=
 8,485 SQ.FT., 0.195 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'
Jacobs			
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-12 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

SE 1/4
 SEC. 20
 T.5S, R.68W.

POINT OF BEGINNING

BNSF RIGHT-OF-WAY

EXIST.
 CITY
 DITCH
 ESMT.

CITY OF LITTLETON
 TRACT A BLOCK 1
 PRINCE STREET ESTATES
 FILING 2
 REC. NO. B3245475
 11/13/2003

N06°52'06"E 325.49'

S00°08'12"E 114.22'

S67°39'48"W
 1001.66'

LITTLETON
 CEMETERY ASSOC
 LOT 2
 BLOCK 2
 COLUMBINE VISTA

LITTLETON
 CEMETERY
 ASSOC
 LOT 3, BLOCK 2
 COLUMBINE VISTA

LITTLETON
 CEMETERY
 ASSOC
 LOT 4, BLOCK 2
 COLUMBINE VISTA

LITTLETON
 CEMETERY
 ASSOC
 LOT 5, BLOCK 2
 COLUMBINE VISTA

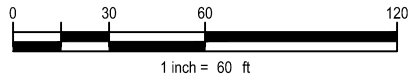
LITTLETON
 CEMETERY ASSOC
 LOT 6, BLOCK 2
 COLUMBINE VISTA

S06°48'53"W 154.05'

S20°29'30"W 59.75'

SOUTHEAST CORNER
 SECTION 20, T5S, R68W, FOUND
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=
 3,355 SQ.FT., 0.077 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=60'	
Jacobs			
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-13 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1



Staff Communication

File #: Resolution 39-2026, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Resolution 39-2026: Approving relinquishment and grant of easements for the City Ditch Reach 2A project

From:	James L. Becklenberg, City Manager
Prepared by:	Ryan Germeroth, Deputy Director of Public Works & Utilities
Presentations:	Brent Soderlin, Director of Public Works & Utilities Ryan Germeroth, Deputy Director of Public Works & Utilities Sara Dusenberry, Senior Planner Community Development Stephanie Ellis, Engineer III, City of Englewood

PURPOSE:

To approve the relinquishment and grant of easements needed between Littleton and Englewood for the City Ditch piping project in Reach 2A (from Saint Mary’s to Ridge Road).

LONG-TERM OUTCOME(S) SERVED:

Vibrant Community with a Rich Culture; High-Quality Governance

DISCUSSION:

Brief History of City Ditch

City Ditch was one of the first irrigation canals in the state and runs water from the South Platte River to Denver. The 26-mile stretch was initially started in 1861, with the beginning of ditch more closely located to what is downtown Littleton. Due to the Civil War, construction was halted and restarted in 1864. The ditch was completed in 1867, with the start located nearly four miles upstream. Richard Little, founder of Littleton, was responsible for surveying the stretch of land to ensure the water flowed appropriately and noted the original location of the ditch would not be effective in moving water. Construction of the ditch and the ability to move water in a highly arid landscape was a catalyst for much of the development within the region. Richard Little utilized the abandoned ditch to channel water from the Platte, allowing for the construction of the Rough and Ready Mill.

Utilizing gravity to move water requires the use of flumes to move water across features like gulches or side streams. The flumes effectively acted as bridges to allow water to move across these features. The original flumes would have likely been constructed from wood. The use of steel would have come later when shipping the material to the region was easier and more cost effective. A steel flume structure currently exists over Lee Gulch in Littleton and was likely constructed in the 1940s. The structure is currently in use today to provide water to the City of Englewood and other water users, including the City of Littleton.

City Ditch Flume & Project Agreement Overview

Due to feedback from the community during the Englewood design project for City Ditch, including feedback

from Historic Littleton, Inc., city staff hired a consultant to assess the condition of the existing flume structures in Slaughterhouse Gulch Park and near Lee Gulch to provide scenarios on what could be done with the flumes. The scenarios analyzed include costs to repair in place to working condition, costs to maintain in place, and the costs to remove and relocate part or most of the flumes to another location. Since the initial assessment was done, staff has since asked the consultant to provide a cost estimate to stabilize the Lee Gulch flume in place structurally with no other work done to it. Based on the condition assessments the flume structure in Lee Gulch is leaking, has corroded steel, has spalled concrete, is missing anchor bolts, and has one foundation exposed. Several of these deficiencies are rated as “high” need in the assessment reports.

For the Englewood City Ditch Piping Project Reach 2A to proceed forward, there are four agreements between Littleton and Englewood that are needed to allow for exchange of funds, to create new easements, relinquish old easements, and transfer property. Reach 2B from Saint Mary’s to Linhart Lake will have a similar set of agreements that will come before at a future date once the stormwater design for Rangeview Gulch is finalized.

The following provides a summary of the key terms and conditions for this agreement.

- Relinquishment and grant of permanent easements
 - Relinquishes City Ditch easement rights for abandoned portions of the ditch after new alignment is constructed and operational
 - States that relinquishment of easement rights will be recorded via a quit claim deed
 - Includes reference to exhibit showing the relinquished area in quit claim deed
 - Establishes permanent easement areas to Englewood for newly constructed City Ditch alignment
 - Includes an exhibit showing the new easement area(s)
 - Easement allows Englewood to operate, maintain, construct, repair, replace, or remove water pipeline within the area of the new easement
 - After maintenance activities, Englewood is only required to restore the primary surface of the easement area (i.e. asphalt, dirt, gravel) and not any above surface features installed by Littleton (i.e. vegetation, curb, gutter, sidewalk, streetlights, or other infrastructure)
 - Allows Littleton access to new easement area for the regular and emergency maintenance of sanitary or storm sewer owned by Littleton

BACKGROUND:

The City of Englewood is completing the piping of the open channel City Ditch between Linhart Lake and Ridge Road (Reaches 2A and 2B) and intends to pipe the section in the Lee Gulch area starting in the fall of 2026. City Ditch is Englewood’s primary water supply source so piping the ditch will improve the quality, sustainability, resiliency, and safety of the water source. The design effort for this project started in the fall of 2022. Community outreach and coordination was included as a part of the project, including meetings with Historic Littleton, Inc. Due to the potential removal of the flume structures, a request was made by representatives of Historic Littleton, Inc. to consider keeping the flume structures. The City of Littleton then hired a consultant to assess the condition of the flume and provide cost estimates to repair, relocate, and maintain it.

Prior Actions or Discussions

On July 15, 2025 city staff provided an overview of the agreements for Reach 3 of the City Ditch project. This meeting followed two other study session meetings and one meeting with the Historic Preservation Commission. The staff recommendation was to approve all four agreements via resolution. City Council approved all four resolutions. The flume in Slaughterhouse Gulch Park was kept in place as a part of that

approval and is currently undergoing stabilization work.

On February 19, 2026 city staff provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Historic Preservation Commission. The commission appreciated being consulted at the beginning of the agreement approval process. After discussion, the commission does not want the flume in Lower Ridgewood Park to be removed and would prefer that it remains in place for preservation even though Englewood is not contributing funds for preservation or restoration.

On May 5, 2026 staff from both Littleton and Englewood provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Littleton City Council. At the time, the intergovernmental agreement did not include reimbursement funds from the City of Englewood to restore, preserve, or rehabilitate the flume in Lower Ridgewood Park. Due to questions from Council, Englewood has since updated the agreement to include \$83,500 worth of funding for reimbursement for Littleton to preserve and historically commemorate the flume. The option still does exist in the agreement for Englewood to remove the flume at their project's cost.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION:

City staff recommends that Council approve this agreement as presented via resolution.

ALTERNATIVES

N/A

PROPOSED MOTION:

I move to approve Resolution 39-2026 approving relinquishment and grant of easements for the City Ditch Reach 2A project.

1 CITY OF LITTLETON, COLORADO

2
3 Resolution No. 39

4
5 Series, 2026

6
7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
8 COLORADO, AUTHORIZING AN AGREEMENT WITH THE CITY OF
9 ENGLEWOOD, COLORADO FOR THE RELINQUISHMENT AND GRANT
10 OF CERTAIN NECESSARY EASEMENTS RELATED TO THE
11 ENGLEWOOD CITY DITCH PIPING PROJECT FOR REACH 2A

12
13 WHEREAS, the City of Englewood (“Englewood”) owns critical raw water
14 infrastructure (“City Ditch”) that provides water supply to Englewood and other users, including
15 the City of Littleton (“Littleton”); and

16
17 WHEREAS, portions of the City Ditch are located within Littleton, for which
18 Englewood holds existing easements, both recorded and unrecorded; and

19
20 WHEREAS, Englewood has undertaken a project to enclose and relocate portions
21 of the City Ditch to a new alignment within Littleton; and

22
23 WHEREAS, to accommodate Englewood’s City Ditch project, Littleton and
24 Englewood recognize that the relinquishment of certain easements and the grant of new easements
25 are required to allow the City Ditch project for Reach 2A to proceed; and

26
27 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
28 THE CITY OF LITTLETON, COLORADO, THAT:

29
30 Section 1. The Littleton City Council hereby approves the agreement titled
31 “Relinquishment and Grant of Easements for City Ditch Reach 2A,” attached hereto, and in
32 substantially the same form as Exhibit A. The mayor is hereby authorized to execute said
33 agreement.

34
35 INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the
36 City Council of the City of Littleton, Colorado, on the 2nd day of June 2026 at 6:30 p.m. at the
37 Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

38 ATTEST:

39
40
41 _____
42 Colleen L. Norton
43 CITY CLERK

40
41 _____
42 Kyle Schlachter
43 MAYOR

44 APPROVED AS TO FORM:

45

46

47

Reid Betzing

48 CITY ATTORNEY



**RELINQUISHMENT AND GRANT OF EASEMENTS
(CITY DITCH)**

This Relinquishment and Grant of Easements (this “Agreement”) is made and entered into this _____ (the “Effective Date”), by and between the City of Littleton, a Colorado municipality whose place of business is 2255 W. Berry Avenue, Littleton, Colorado 80120 (“Owner”), and the City of Englewood a Colorado municipality whose place of business is 1000 Englewood Parkway, Englewood, Colorado 80110 (“Englewood”). Owner and Englewood are referred to together herein as the “Parties” and individually, as a “Party.”

Recitals

WHEREAS, Owner is the owner of certain parcels of real property located in the City of Littleton, Colorado, which parcels are shown in the records of the Arapahoe County Clerk and Recorder (“Records”) at Reception No. _____ and Reception No. _____ (Book ____ at Page ____), and generally depicted on the drawings attached as part of **Exhibit A** (“Owner’s Property”);

WHEREAS, Englewood owns and operates a ditch known as City Ditch that provides a water supply to Englewood and other water users, including Owner (“City Ditch”);

WHEREAS, City Ditch is currently located on portions of Owner’s Property, for which Englewood holds existing easements both recorded and unrecorded; and City Ditch also is addressed in that certain Quitclaim Deed (“Quitclaim Deed”) recorded in Book 1864, Page 517 in the Records, and that certain City Ditch Agreement (“City Ditch Agreement”) recorded in Book 1864, Page 520 in the Records;

WHEREAS, Englewood has undertaken a project to enclose portions of City Ditch within a water pipeline and relocate City Ditch to a new alignment that will be located on different portions of Owner’s Property;

WHEREAS, to accommodate Englewood’s City Ditch piping project, Owner wishes to provide Englewood with easements for the continued operation of and access to City Ditch along the new alignment;

WHEREAS, Owner and Englewood recognize that new easements for City Ditch across Owner’s Property would benefit Englewood and allow the City Ditch piping project to proceed, and that once the piping project is complete Englewood will no longer have a need for certain existing easements on portions of Owner’s Property; and

WHEREAS, to accommodate the proposed new alignment of City Ditch and other concerns of the Parties, it is necessary for Englewood to relinquish the existing City Ditch easements across Owner’s Property and for Owner to grant Englewood new easements for City Ditch as described below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Englewood covenant and agree as follows:

1. **Definitions.** In addition to the definitions contained above in the Recitals, for purposes of this Agreement, the following definitions shall apply:

a. **New City Ditch Easement Property.** The “New City Ditch Easement Property” shall mean the real property that is legally described and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference.

b. **Relinquished City Ditch Property.** The “Relinquished City Ditch Property” shall mean any and all existing easements for City Ditch across Owner’s Property, recorded or not, and shall include, without limitation except as described herein as to the New City Ditch Easement Property, any real property for City Ditch that is located on Owner’s Property and referenced in the Quitclaim Deed or City Ditch Agreement.

2. **Relinquishment of Existing Easement Rights.** Concurrent with the execution of this Agreement, Englewood shall execute a quit claim deed in substantially the same form as that shown in **Exhibit B**. Once Englewood begins regular operation of City Ditch within the entirety of the New City Ditch Easement Property, Englewood shall record that quit claim deed in the Records. Upon Englewood’s recording of the quit claim deed, Englewood, for itself and its successors and assigns, releases, relinquishes, and quit claims to Owner and its successors and assigns all right, title, and interest of Englewood in and to the Relinquished City Ditch Property and any infrastructure located within the Relinquished City Ditch Property. Except as otherwise set forth in the “Intergovernmental Agreement Between The City Of Littleton, Colorado And The City Of Englewood Colorado Regarding The City Ditch Piping Project (Reach 2 and Tree Fees),” Englewood shall have no obligation to fill in any portions of City Ditch located within the Relinquished City Ditch Property with backfill material, or to otherwise restore the Relinquished City Ditch Property in any way. Owner shall have sole responsibility for any fill and restoration of the Relinquished City Ditch Property

3. **Grant of Easement to New City Ditch Easement Property.** Owner hereby grants and conveys to Englewood and its successors and assigns an easement to the New City Ditch Easement Property for all of the same purposes for which Englewood has used the existing City Ditch, which have included operating and maintaining a ditch, and for the additional purposes of constructing, operating, maintaining, repairing, replacing, and removing a water pipeline and related appurtenances.

4. **No Warranty.** Owner makes no warranty of title as to the New City Ditch Easement Property. Englewood makes no warranty of title as to the Relinquished City Ditch Property. The respective rights granted herein to Owner and Englewood are subject to all prior recorded agreements, licenses, and conveyances. Englewood bears sole responsibility to determine the existence of any rights, uses, or installations conflicting with Englewood’s proposed use of the New City Ditch Easement Property and to resolve any such conflict. Owner bears sole responsibility to determine the existence of any rights, uses, or installations conflicting with Owner’s proposed use of the Relinquished City Ditch Property.

5. **Right to Use New Easement Property.** Subject to Section 3, the Owner shall have the right to use and occupy the New City Ditch Easement Property for any purpose or use not inconsistent with the easement rights granted herein to Englewood, including, but not limited to, regular and emergency maintenance of the Owner's sanitary and storm sewer infrastructure.

6. **Englewood Construction and Ownership of New Ditch.** Englewood shall be solely responsible for constructing City Ditch within the New City Ditch Easement Property, and shall hold all right to and interest in the new ditch, including all related infrastructure and appurtenances.

7. **Maintenance.** Following any maintenance activities conducted by Englewood on the New City Ditch Easement Property, Englewood's obligation to restore the surface of any affected easement areas shall be limited to restoring only the primary surface of any disturbed area, such as asphalt, dirt, or gravel. Englewood shall have no obligation to restore above-surface features including but not limited to trees, vegetation, curbs, gutters, medians, light posts, sidewalks, or other infrastructure constructed or installed by Owner. In the event that vehicles are parked within the New City Ditch Easement Property, Englewood shall have the right, following 24 hours' notice by signage placed on the vehicle, to cause any such vehicles to be towed at the vehicle owner's expense. In the event of an emergency as determined by Englewood, Englewood shall have the immediate right to tow vehicles parked within the New City Ditch Easement Property without notice.

8. **Abandonment.** In the event Englewood abandons the rights granted to it hereunder as to any portion of the New City Ditch Easement Property, all right, title, and interest of Englewood as to such portion shall cease and terminate, and Owner shall hold such portion of the New City Ditch Easement Property as the same may then be, free from the rights of Englewood so abandoned, and shall own all the facilities and other improvements of Englewood so abandoned. Failure to use any portion of the New City Ditch Easement Property for a period of 18 years or more shall constitute evidence of abandonment of such portion.

9. **Binding Effect.** This Agreement shall extend to and be binding upon the successors and assigns of the Parties. The terms, covenants, agreements, and conditions in this Agreement shall be construed as covenants running with the land.

[balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF LITTLETON, a Colorado municipality

By: _____ Date: _____
Kyle Schlachter, Mayor

ATTEST:

_____ Date: _____
Collen Norton, City Clerk

Approved as to Form

_____ Date: _____
Reid Betzing, City Attorney

CITY OF ENGLEWOOD, a Colorado municipality

By: _____ Date: _____
Mayor - City of Englewood

ATTEST:

_____ Date: _____
City Clerk

Exhibit A

New City Ditch Easement Property

Exhibit "A"

**PERMANENT EASEMENT: PE-R2-1 REV CITY OF LITTLETON
EASEMENT DESCRIPTION**

April 13, 2026

A 25 foot wide Permanent Easement being a portion of a parcel of land described at Reception Number E1031922, recorded on February 25, 2021, in the Arapahoe County Clerk & Recorder's Office, lying in the Southeast Quarter of Section 20, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of Section 20, a found 3.25" aluminum cap in range box stamped "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384", WHENCE the East Quarter Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "Engineering Survey's Inc. T5S R68W 1/4 S20 S21 1993 PLS 17669" bears N00°13'02"W (Basis of Bearings) a distance of 2632.35 feet; THENCE N64°36'37"W, a distance of 1264.12 feet to the westerly line of said parcel and the POINT OF BEGINNING;

THENCE N07°18'51"E, coincident with said westerly line, a distance of 49.42 feet;
THENCE N34°06'48"E, a distance of 17.32 feet;
THENCE N06°47'56"E, a distance of 324.24 feet;
THENCE N74°26'56"E, a distance of 57.26 feet;
THENCE N11°05'10"E, a distance of 114.67 feet;
THENCE N05°10'39"E, a distance of 175.05 feet;
THENCE N47°46'42"W, a distance of 71.55 feet to said westerly line;
THENCE N07°18'51"E, coincident with said westerly line, a distance of 29.78 feet to the northerly line of said parcel;
THENCE N89°24'35"E, coincident with said northerly line a distance of 0.85 feet;
THENCE S47°46'42"E, a distance of 100.42 feet;
THENCE S05°10'39"W, a distance of 188.79 feet;
THENCE S11°05'10"W, a distance of 131.39 feet;
THENCE S74°26'56"W, a distance of 55.94 feet;
THENCE S06°47'56"W, a distance of 313.56 feet;
THENCE S34°06'48"W, a distance of 54.30 feet;
THENCE S45°44'38"W, a distance of 13.49 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 20,276 square feet or 0.465 acres, more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
6312 S Fiddlers Green Cir Suite 300N
Greenwood Village, CO 80111
Robert.Guptill@Jacobs.com



EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

MATCHLINE SEE SHEET 3

S74°26'56"W 55.94'

SE 1/4
 SEC. 20
 T.5S, R.68W.

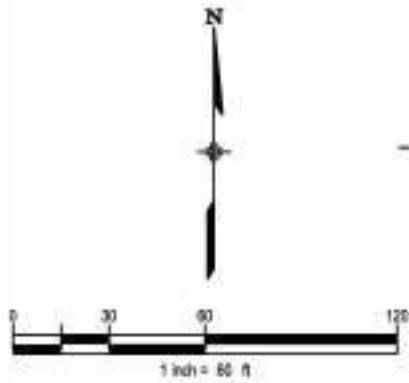
CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

N06°47'56"E 324.24'

S06°47'56"W 313.56'

EXIST.
 CITY
 DITCH
 ESMT.

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'



BNSF RIGHT-OF-WAY

N34°06'48"E 17.32'

N07°18'51"E 49.42'

POINT OF BEGINNING

S34°06'48"W 54.30'

S45°44'38"W 13.49'

POINT OF COMMENCEMENT
 SOUTHEAST CORNER
 SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21
 S29 S28 1997 PLS 25384"

N64°36'37"W
 1264.12'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

 PERMANENT EASEMENT AREA=
 20,276 SQ.FT., 0.465 ACRES±

JACOBS PROJECT NO.	WX182300
CLIENT PROJECT NO.	NA
REVISION DESCRIPTION	NA
DRAWN	T.Tobin
DATE	4/13/2026
SCALE	1"=60'

Jacobs

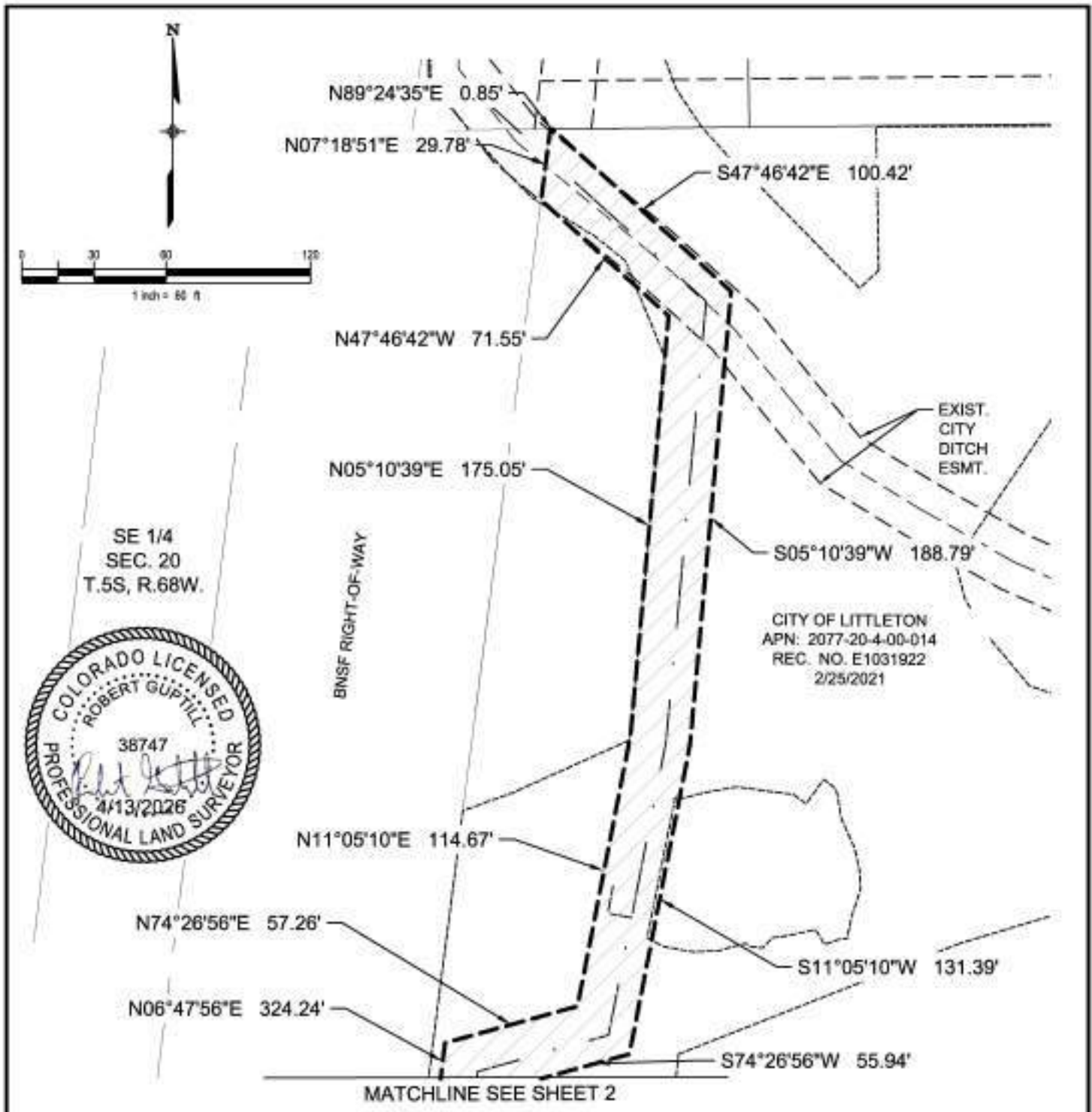
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE
 PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS
 SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE
 PERMANENT EASEMENT
 PE-R2-1 REV CITY OF LITTLETON

REVISION:	DRAWING NO. V-8X182300-CITY-DITCH-NO-PROP TEMP EXHIBITS.DWG	SHEET NO. 2 of 3
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THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

 PERMANENT EASEMENT AREA = 20,276 SQ. FT., 0.465 ACRES ±

JACOBS PROJECT NO.	WX182300		
CLIENT PROJECT NO.	NA		
REVISION DESCRIPTION	NA		
DRAWN	T. Tobin	DATE	4/13/2026
		SCALE	1"=60'
Jacobs			
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237			
+1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: PERMANENT EASEMENT PE-R2-1 REV CITY OF LITTLETON		
REVISION:	DRAWING NO. V-4XX182300-CITY-DITCH-NO-PROP TEMP EXHIBITS.DWG	SHEET NO. 3 of 3

Exhibit "A"

**PERMANENT EASEMENT: PE-R2-2 REV CITY OF LITTLETON
EASEMENT DESCRIPTION**

April 13, 2026

A Permanent Easement being a portion of a parcel of land described as Tract A, Prince Street Estates Filing 2, at Reception Number B3245475, recorded on November 13, 2003, in the Arapahoe County Clerk & Recorder's Office, lying in the Southeast Quarter of Section 20, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "Engineering Survey's Inc. T5S R68W 1/4 S20 S21 1993 PLS 17669", WHENCE the Southeast Corner of Section 20, a found 3.25" aluminum cap in range box stamped "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384" bears S00°13'02"E (Basis of Bearings) a distance of 2632.35 feet; THENCE S78°53'17"W, a distance of 919.22 feet to the westerly line of said parcel and the POINT OF BEGINNING;

THENCE S00°08'12"E, a distance of 138.92 feet;
THENCE N89°51'48"E, a distance of 8.74 feet;
THENCE S00°08'12"E, a distance of 18.00 feet;
THENCE S89°51'48"W, a distance of 8.74 feet;
THENCE S00°08'12"E, a distance of 162.28 feet;
THENCE S06°48'53"W, a distance of 158.56 feet;
THENCE S20°29'30"W, a distance of 165.91 feet to said westerly line;
THENCE N06°52'06"E, coincident with said westerly line, a distance of 106.14 feet;
THENCE N20°29'30"E, a distance of 59.75 feet;
THENCE N06°48'53"E, a distance of 154.05 feet;
THENCE N00°08'12"W, a distance of 114.22 feet to said westerly line;
THENCE N06°52'06"E, coincident with said westerly line a distance of 204.99 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 12,303 square feet or 0.282 acres, more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
6312 S Fiddlers Green Cir Suite 300N
Greenwood Village, CO 80111
Robert.Guptill@Jacobs.com



POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

SE 1/4
 SEC. 20
 T.5S, R.68W.

POINT OF BEGINNING

$S78^{\circ}53'17''W$
 919.22'

W RIDGE RD

5' COMMUNICATIONS EASEMENT
 REC. NO. 2855738 6/26/1987
 BK5191 PG469

$S00^{\circ}08'12''E$ 138.92'

$N06^{\circ}52'06''E$ 204.99'

LITTLETON CEMETERY
 ASSOC
 LOT 1
 BLOCK 2
 COLUMBINE VISTA

BNSF
 RIGHT-OF-WAY

$N89^{\circ}51'48''E$ 8.74'

$S00^{\circ}08'12''E$ 18.00'

CITY OF LITTLETON
 TRACT A BLOCK 1
 PRINCE STREET ESTATES
 FILING 2
 REC. NO. B3245475
 11/13/2003

$S89^{\circ}51'48''W$ 8.74'

EXIST.
 CITY
 DITCH
 ESMT.

LITTLETON CEMETERY ASSOC
 LOT 2
 BLOCK 2
 COLUMBINE VISTA

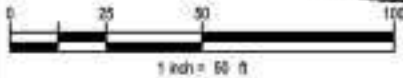
$N00^{\circ}08'12''W$ 114.22'

$S00^{\circ}08'12''E$ 162.28'



SOUTHEAST CORNER
 SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21
 S29 S28 1997 PLS 25384"

(BASIS OF BEARINGS)
 $S00^{\circ}13'02''E$ 2632.35'



MATCHLINE SEE SHEET 3

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

PERMANENT EASEMENT AREA=
 12,303 SQ. FT., 0.282 ACRES±

JACOBS PROJECT NO.	WX182300
CLIENT PROJECT NO.	NA
REVISION DESCRIPTION	NA
DRAWN	T. Tobin
DATE	4/13/2026
SCALE	1"=50'

Jacobs

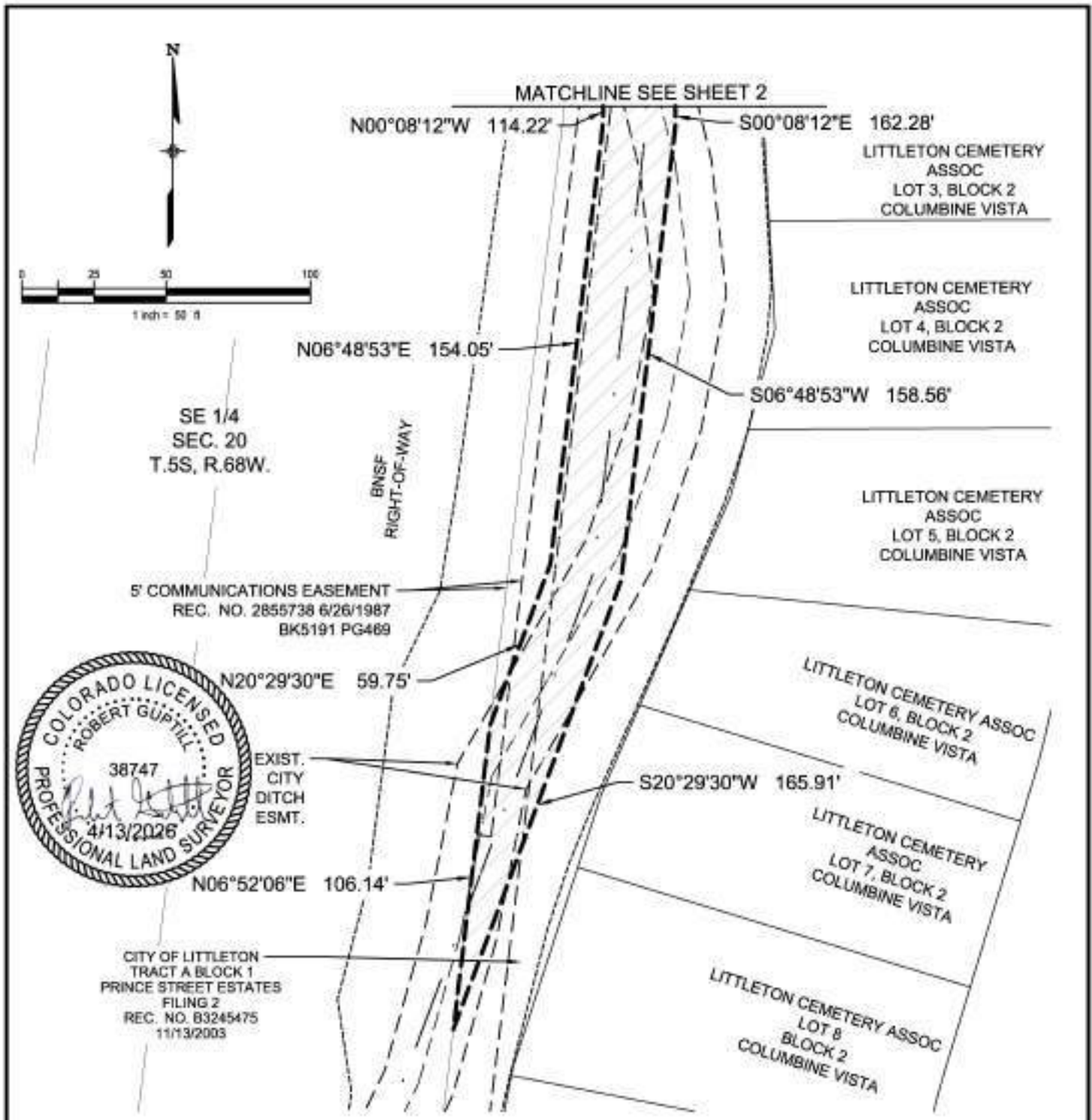
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000

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 PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS
 SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:
 PERMANENT EASEMENT
 PE-R2-2 REV CITY OF LITTLETON

REVISION:	DRAWING NO. V-4XX182300-CITY-DITCH-NO-PROP TEMP EXHIBITS.DWG	SHEET NO. 2 of 3
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THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

 PERMANENT EASEMENT AREA= 12,303 SQ. FT., 0.282 ACRES±

JACOBS PROJECT NO.	WX182300		
CLIENT PROJECT NO.	NA		
REVISION DESCRIPTION	NA		
DRAWN	T. Tobin	DATE	4/13/2026
SCALE	1"=50'		
Jacobs			
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: PERMANENT EASEMENT PE-R2-2 REV CITY OF LITTLETON		
REVISION:	DRAWING NO. V-4XX182300-CITY-DITCH-NO-PROP TEMP EXHIBITS.DWG	SHEET NO. 3 of 3

Exhibit "A"

**PERMANENT EASEMENT: PE-R2-6 CITY OF LITTLETON
EASEMENT DESCRIPTION**

April 13, 2026

A Permanent Easement being a portion of a parcel of land described at Reception Number 00127752, recorded on September 12, 1994, in the Arapahoe County Clerk & Recorder's Office, lying in the Southeast Quarter of Section 20, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of Section 20, a found 3.25" aluminum cap in range box stamped "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384", WHENCE the East Quarter Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "Engineering Survey's Inc. T5S R68W 1/4 S20 S21 1993 PLS 17669" bears N00°13'02"W (Basis of Bearings) a distance of 2632.35 feet; THENCE N38°35'07"W, a distance of 1672.28 feet to the southerly line of said parcel and the POINT OF BEGINNING;

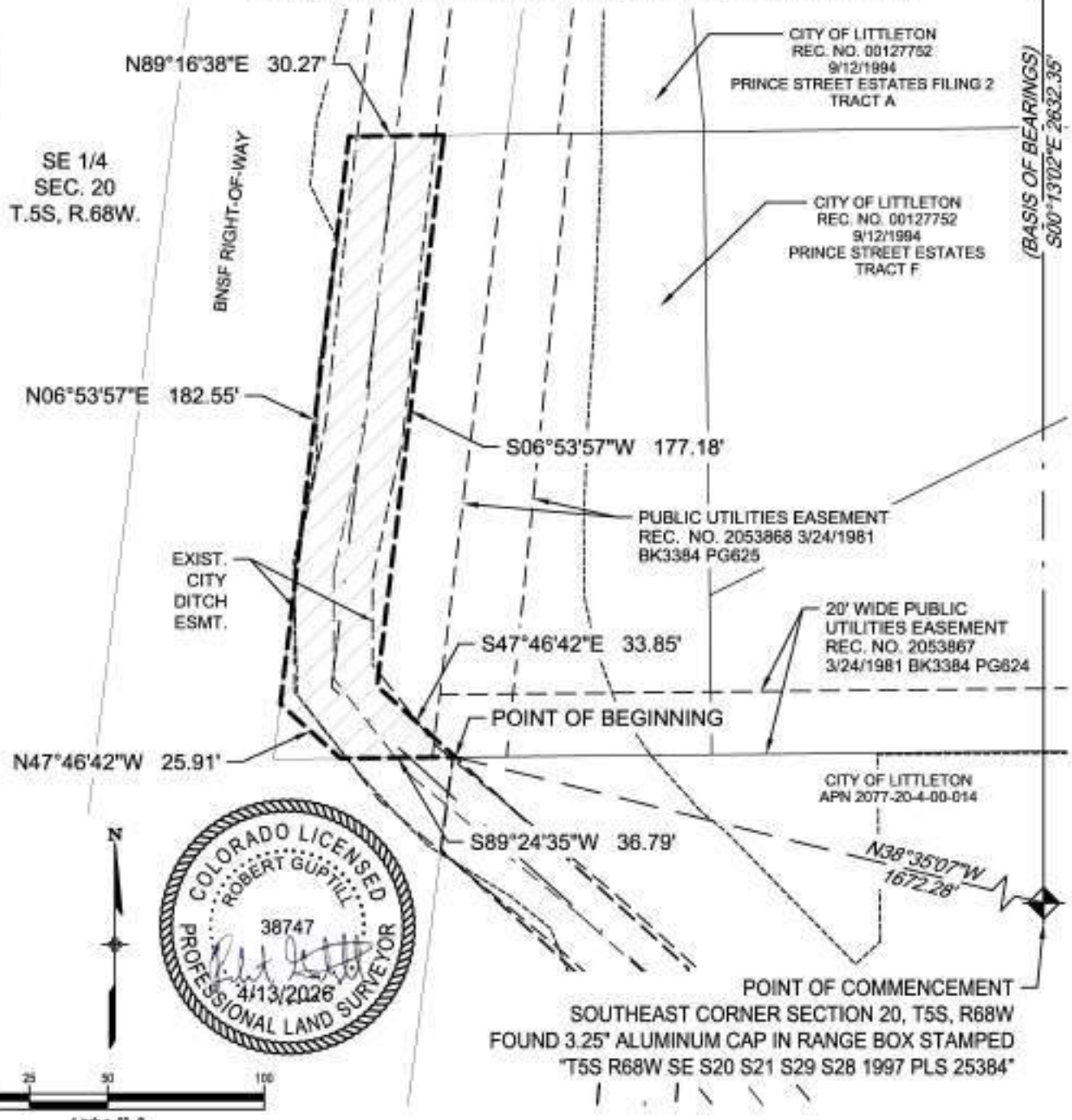
THENCE S89°24'35"W, coincident with said southerly line, a distance of 36.79 feet;
THENCE N47°46'42"W, a distance of 25.91 feet to the westerly line of said parcel;
THENCE N06°53'57"E, coincident with said westerly line, a distance of 182.55 feet to the northerly line of said parcel;
THENCE N89°16'38"E, coincident with said northerly line, a distance of 30.27 feet;
THENCE S06°53'57"W, parallel with said westerly line, a distance of 177.18 feet;
THENCE S47°46'42"E a distance of 33.85 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 6,143 square feet or 0.141 acres, more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
6312 S Fiddlers Green Cir Suite 300N
Greenwood Village, CO 80111
Robert.Guptill@Jacobs.com



EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

PERMANENT EASEMENT AREA= 6,143 SQ.FT., 0.141 ACRES±

JACOBS PROJECT NO.	WX182300		
CLIENT PROJECT NO.	NA		
REVISION DESCRIPTION	NA		
DRAWN	T.Tobin	DATE	4/13/2026
		SCALE	1"=50'
Jacobs			
7001 East Bellevue Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.			

ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: PERMANENT EASEMENT PE-R2-6 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-8XX182300-CITY-DITCH-NO-PROP TEMP EXHIBITS.DWG	SHEET NO. 2 of 2

Exhibit B

Quit Claim Deed

QUIT CLAIM DEED

THIS DEED, made this day of _____, 2026, between the CITY OF ENGLEWOOD, COLORADO, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado, whose legal address is 1000 Englewood Parkway, Englewood, CO 80110 of the County of Arapahoe and State of Colorado, grantor, and the CITY OF LITTLETON, COLORADO, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado, of the County of Arapahoe and State of Colorado, whose legal address is 2255 West Berry Avenue, Littleton, CO 80120 of the County of Arapahoe and State of Colorado, grantee,

WITNESSETH, that the grantor, for and in certain consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described in attached Exhibit A, except for the “New City Ditch Easement Property” and all easement rights associated with the New City Ditch Easement Property as granted to the City of Englewood and described in the Relinquishment and Grant of Easements (City Ditch), entered into between the City of Englewood and the City of Littleton on _____, 2026.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the benefit of the grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

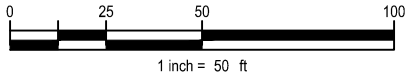
CITY OF ENGLEWOOD, COLORADO

Name, Mayor

Name, City Clerk

Exhibit A

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W E 1/4 S20 1982"



SE 1/4
 SEC. 20
 T.5S, R.68W.

POINT OF BEGINNING

RIGHT OF WAY FOR CITY DITCH
 BK. 82, P. 474
 5/10/1876

N00°08'12"W 39.25'

BNSF RIGHT OF WAY

PROPOSED
 DITCH
 CENTERLINE
 ALIGNMENT

N06°48'53"E 158.56'

CITY OF LITTLETON
 TRACT A
 BLOCK 1
 PRINCE STREET ESTATES
 FILING 2
 REC. NO. B3245475
 11/13/2003

N20°24'37"E 45.87'

R2 35+00
 R2 34+00
 R2 33+00

LITTLETON CEMETERY
 ASSOC
 LOT 2
 BLOCK 2
 COLUMBINE VISTA

S13°53'05"E 52.22'

LITTLETON CEMETERY
 ASSOC
 LOT 3, BLOCK 2
 COLUMBINE VISTA

S06°20'25"E 47.06'

LITTLETON CEMETERY
 ASSOC
 LOT 4, BLOCK 2
 COLUMBINE VISTA

S10°29'29"W 47.68'

S19°20'05"W 51.46'

LITTLETON CEMETERY
 ASSOC
 LOT 5, BLOCK 2
 COLUMBINE VISTA

S29°44'40"W 53.87'

SOUTHEAST QUARTER CORNER
 SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED "T5S
 R68W SE S20 1997 PLS 25384"

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY.



EASEMENT VACATION AREA=
 3,293 SQ.FT., 0.076 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	J.OLMSTED	DATE	10/31/2024
		SCALE	1" = 50'

Jacobs

6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111
 +1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
 CITY OF LITTLETON

REVISION:

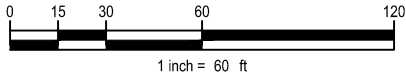
DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

1 OF 1

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W E 1/4 S20 1982"



S34°28'37"W 1688.96'

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

POINT OF BEGINNING

CARR ELIZABETH F
 AIN 2077-20-4-00-020
 REC. NO. B2050330

COLORADO COMMUNITY LAND TRUST-ARPAHOE LLC
 AIN 2077-20-4-03-001
 REC. NO. E2060534
 6/2/2022
 LOT 1 BLOCK 1
 WEST EUCLID PARK SUBDIVISION

SE 1/4
 SEC. 20
 T.5S, R.68W.

PROPOSED
 DITCH
 ALIGNMENT

CITY OF LITTLETON
 AIN 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

RIGHT OF WAY FOR CITY DITCH
 BK. 82, P. 474
 5/10/1876

SOUTHEAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED "T5S R68W SE S20 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY.



EASEMENT VACATION AREA=
 8,997 SQ.FT., 0.207 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	J.OLMSTED	DATE	10/31/2024
		SCALE	1" = 60'

JACOBS

6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111
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ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
 CITY OF LITTLETON

REVISION:

DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S47° 51' 44"E	10.41
L2	S38° 39' 37"E	37.58
L3	S39° 05' 37"E	31.49
L4	S58° 37' 37"E	36.86
L5	S60° 38' 33"E	44.16
L6	S66° 15' 03"E	66.14
L7	S67° 59' 19"E	39.97
L8	S79° 27' 39"E	36.79
L9	S69° 46' 45"E	43.92
L10	S00° 05' 35"W	38.57

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N60° 10' 27"W	23.77
L12	N58° 27' 46"W	34.80
L13	N79° 27' 39"W	34.67
L14	N67° 59' 19"W	42.86
L15	N66° 15' 03"W	67.75
L16	N60° 38' 33"W	45.83
L17	N58° 37' 37"W	41.60
L18	N39° 05' 37"W	35.88
L19	N38° 39' 37"W	23.64
L20	N05° 10' 39"E	33.69

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	J.OLMSTED	DATE	10/31/2024
SCALE		1" = 60'	



6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111
+1 (720) 286-2000

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ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
CITY OF LITTLETON

REVISION:

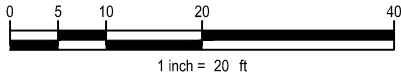
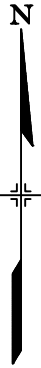
DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

2 OF 2

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W E 1/4 S20 1982"



COLORADO COMMUNITY
 LAND TRUST-ARAPAHOE LLC
 AIN: 2077-20-4-03-001
 REC. NO. E2060534
 6/2/2022

CITY OF LITTLETON
 AIN: 2077-20-4-03-002

POINT OF
 BEGINNING

SE 1/4
 SEC. 20
 T.5S, R.68W.

N89°21'39"E 32.62'

S19°05'12"W 1755.39'

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

W. EUCLID AVE

N24°03'56"W 26.91'

S25°04'58"E 21.12'

S89°21'57"W 33.15'

CITY OF LITTLETON
 AIN: 2077-20-4-06-007

KINSELLA CAROLYN
 AIN: 2077-20-4-06-005
 REC. NO. E2060499

RIGHT OF WAY FOR CITY DITCH
 BK. 82, P. 474
 5/10/1876

SOUTHEAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED "T5S R68W SE S20 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY.



EASEMENT VACATION AREA=
 812 SQ.FT., 0.019 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	J.OLMSTED	DATE	10/31/2024
		SCALE	1" = 20'

Jacobs

6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111
 +1 (720) 286-2000

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ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
 CITY OF LITTLETON

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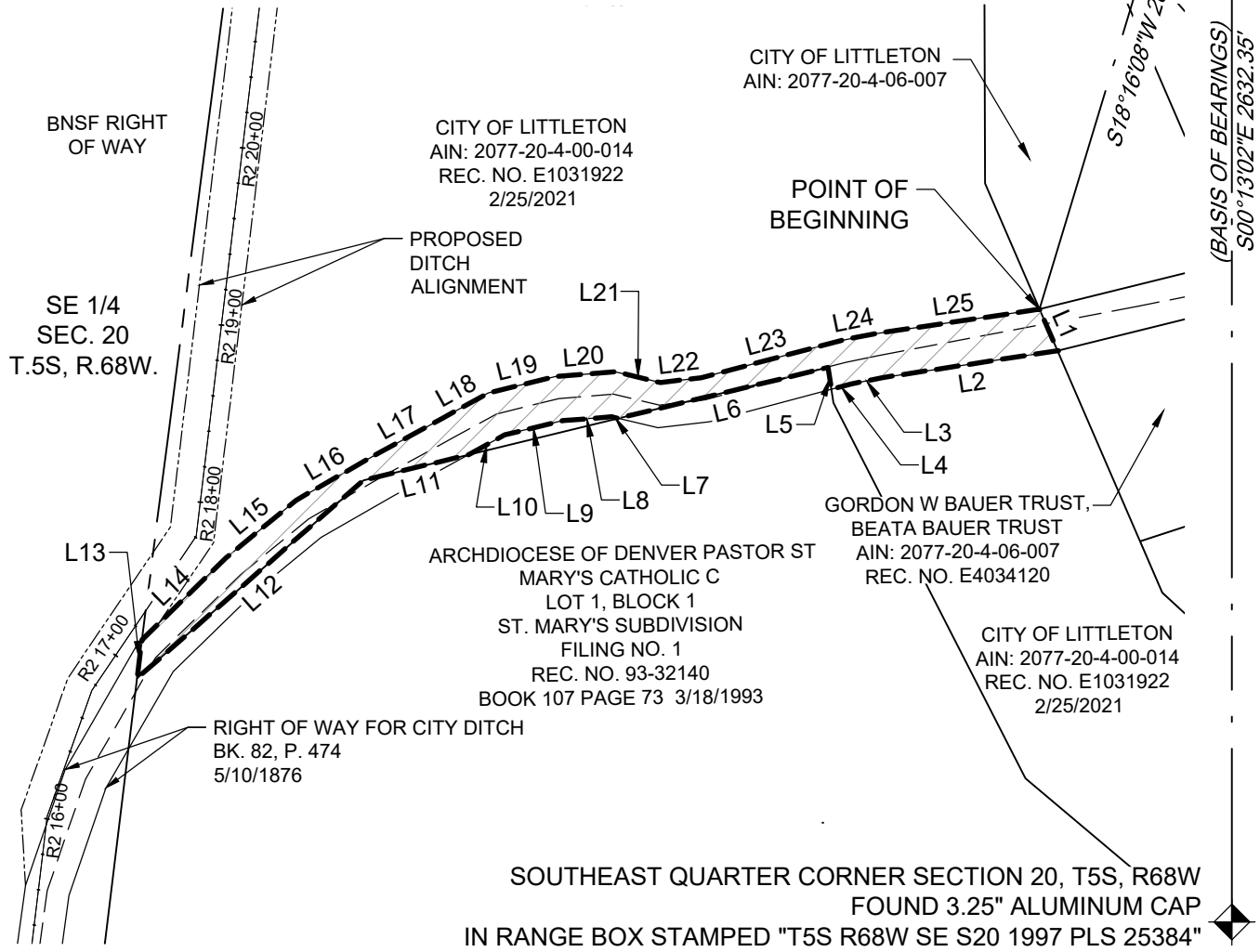
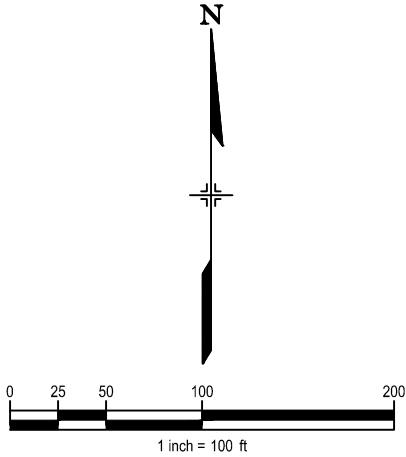
DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

1 OF 1

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W E 1/4 S20 1982"



SOUTHEAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED "T5S R68W SE S20 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED LAND SURVEY.



EASEMENT VACATION AREA=
 10,626 SQ.FT., 0.244 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	J.OLMSTED	DATE	10/31/2024
		SCALE	1" = 100'

Jacobs

6312 S Fiddlers Green Cir Ste 300N, Greenwood Village, CO 80111
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ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
 CITY OF LITTLETON

REVISION:

DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S23° 25' 58"E	25.35
L2	S81° 16' 16"W	99.68
L3	S78° 30' 38"W	17.60
L4	S75° 04' 53"W	11.36
L5	N08° 38' 32"W	12.33
L6	S76° 21' 28"W	120.96
L7	N76° 36' 29"W	3.83
L8	S85° 25' 35"W	27.75
L9	S76° 12' 01"W	33.31
L10	S61° 11' 21"W	23.03
L11	S76° 21' 28"W	60.68
L12	S48° 49' 28"W	168.68
L13	N07° 18' 51"E	21.81

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N45° 44' 38"E	65.66
L15	N50° 33' 35"E	50.77
L16	N60° 09' 52"E	49.21
L17	N61° 19' 36"E	44.81
L18	N61° 11' 21"E	29.60
L19	N76° 12' 01"E	38.62
L20	N85° 25' 35"E	33.72
L21	S76° 36' 29"E	26.21
L22	N83° 12' 40"E	22.80
L23	N75° 04' 53"E	81.05
L24	N78° 30' 38"E	18.50
L25	N81° 32' 59"E	94.30

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY.

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	J.OLMSTED	DATE	10/31/2024
		SCALE	1" = 100'



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ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:

EASEMENT VACATION
CITY OF LITTLETON

REVISION:

DRAWING NO.

SHEET NO.

V-WXYB2300-CITY-DITCH-PH2-PROP EXHIBITS

2 OF 2

ST. MARY'S SUBDIVISION - FILING NO. 1

THOSE PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO.

MINOR SUBDIVISION PLAT

LEGAL DESCRIPTION:
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF THE FOLLOWING PROPERTY:
THOSE PORTIONS OF SECTIONS 20 AND 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 20 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 20 BEARS NORTH 00°25'00" EAST 26.32.32 FEET; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 NORTH 89°53'35" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PRINCE STREET RECORDED AT BOOK 102 ARAPAHOE COUNTY RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°58'44" WEST 24.53 FEET TO THE NORTHEAST CORNER OF RIDGWOOD PARK FIRST FLUNG, AS RECORDED AT RECEPTION NO. 717884, ARAPAHOE COUNTY RECORDS; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE NORTH BOUNDARY OF SAID RIDGWOOD PARK FIRST FLUNG THE FOLLOWING COURSES: NORTH 89°01'16" WEST 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 313.75 FEET; THENCE WESTERLY AND NORTHWESTERLY 137.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°09'15"; THENCE TANGENT TO SAID CURVE NORTH 63°52'01" WEST 379.12 FEET; THENCE NORTH 82°29'01" WEST 325.00 FEET TO THE NORTHWEST CORNER OF SAID RIDGWOOD PARK FIRST FLUNG ON THE EASTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°31'19" EAST 179.86 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°31'19" EAST 535.37 FEET TO THE SOUTH LINE OF LEE GULCH, AS RECORDED IN BOOK 1202 AT PAGE 246, ARAPAHOE COUNTY RECORDS; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LEE GULCH THE FOLLOWING COURSES: NORTH 49°27'30" EAST 168.66 FEET; THENCE NORTH 76°59'30" EAST 268.00 FEET; THENCE SOUTH 08°00'30" EAST 20.00 FEET; THENCE SOUTH 25°01' EAST 236.55 FEET; THENCE SOUTH 49°18'35" EAST 321.21 FEET; THENCE SOUTH 65°48'30" EAST 164.99 FEET; THENCE SOUTH 89°00'30" EAST 219.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PRINCE STREET; THENCE LEAVING SAID SOUTH LINE OF LEE GULCH AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°25'00" WEST 190.46 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20.317 ACRES MORE OR LESS.
HAVE BY THESE PRESENTS LAID OUT AND SUBDIVIDED THE SAME INTO ONE LOT AND BLOCK UNDER THE NAME AND STYLE OF ST. MARY'S SUBDIVISION - FILING NO. 1, AND BY THESE PRESENTS, DO HEREBY AGREE TO DEVELOP THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH THE USE, RESTRICTIONS AND CONDITIONS CONTAINED HEREIN, AND CURRENT ORDINANCES, RESOLUTIONS AND STANDARDS OF THE CITY OF LITTLETON, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS PLAT.

BY: J. Francis Stafford
J. FRANCIS STAFFORD, ARCHBISHOP OF DENVER
200 Josephine St., Denver, CO 80206
ADDRESS
SUBSCRIBED AND SWORN TO BEFORE ME THIS 26th DAY OF February, 1993
MY COMMISSION EXPIRES 9-19-95

Donna Busch
NOTARY PUBLIC

ATTORNEY'S CERTIFICATE:
I, JOHN T. WIRTH, AN ATTORNEY AT LAW DULY LICENSED TO PRACTICE BEFORE COURTS OF RECORD IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREIN DEDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS, EASEMENTS AND/OR PUBLIC LAND DEDICATION TO FULFILL THE PROVISIONS OF THE LITTLETON CITY SUBDIVISION REGULATIONS, AND THE TITLE OF SUCH LANDS BEING DEDICATED IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES.
DATED THIS 8th DAY OF MARCH, 1993
John T. Wirth 6860
ATTORNEY AT LAW REGISTRATION NO.

SURVEYOR'S CERTIFICATE:
I, MATTHEW J. DEIBEL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THE PLAT ACCURATELY REPRESENTS SAID SURVEY.
Matthew J. Deibel 1/29/93
MATTHEW J. DEIBEL, L.S. NO. 23881
8955 S. RIDGCLINE BLVD., HIGHLANDS RANCH, COLORADO 80120-2303

APPROVED AS TO FORM:
Thom W. Babcock 3-9-93
LITTLETON CITY ATTORNEY
APPROVED THIS 9th DAY OF March, 1993, BY THE DIRECTOR OF COMMUNITY DEVELOPMENT

Shirley Rainey
DIRECTOR OF COMMUNITY DEVELOPMENT
APPROVED THIS 10 DAY OF March, 1993, BY THE DIRECTOR OF PUBLIC SERVICES

Charles Blanton
DIRECTOR OF PUBLIC SERVICES
APPROVED THIS 15th DAY OF December, 1992, BY THE LITTLETON CITY COUNCIL

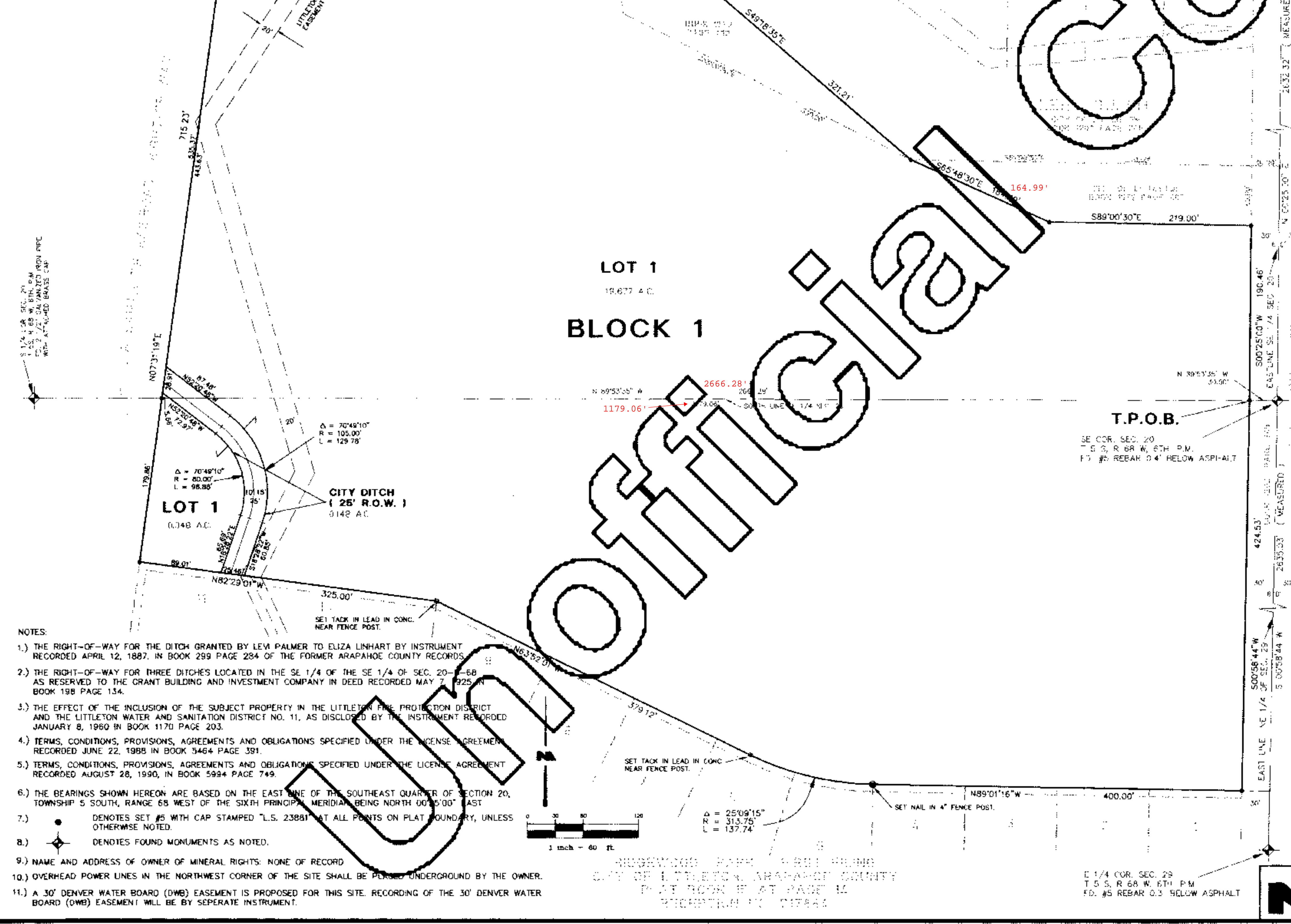
Susan M. Wharton
COUNCIL PRESIDENT
ATTEST:
Shirley Rainey
CITY CLERK

CLERK AND RECORDER CERTIFICATE:
THIS DOCUMENT WAS FILED FOR RECORDS IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT 10:24 A.M. ON THE 18 DAY OF March, A.D., 1993 IN BOOK 102 PAGE 73 MAP RECEPTION NO. 93-32140
Marjorie Page BY Debra D. Kroll
COUNTY CLERK AND RECORDER DEPUTY

	ENGINEER NOLTE and ASSOCIATES Engineers / Planners / Surveyors 8805 So. Regency Boulevard, Highlands Ranch, Colorado 80126 (303) 751-0888	OWNER CATHOLIC ARCHDIOCESE OF DENVER 200 JOSEPHINE, DENVER, COLORADO (303) 388-4411	REVISIONS: 12-9-92 DATE OF PREPARATION: 10-13-92 SCALE: 1" = 60' SHEET 1 OF 1
	107-73		



VICINITY MAP



WEST EUCLID PARK SUBDIVISION

PART OF THE SE 1/4, SE 1/4 OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That B.B. Andersen Development Co., Inc. is the owner of the following described parcel located in the SE 1/4 of the SE 1/4 of Section 20, Township 5 South, Range 68 West of the Sixth Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado more particularly described as follows:

Commencing at the SE corner of said Section 20, thence N00°01'20"E and along the East line of said SE 1/4, SE 1/4 of said Section 20, a distance of 980.00 feet; thence S89°38'00"W a distance of 275.10 feet to a point 7.70 feet south of the South line of the S1/2, N1/2, NE1/4 SE 1/4, SE 1/4 of said Section 20, said point also being the True Point of Beginning; thence continuing S89°38'00"W and parallel to the before described South line a distance of 391.54 feet to a point on the West line of the NE1/4, SE1/4, SE1/4; thence N00°21'20"E and along the before said West line a distance of 172.25 feet to the NW corner of the S1/2, N1/2, NE1/4, SE1/4, SE1/4 of Section 20; thence N89°38'30"E and along the before described line a distance of 390.58 feet to a point 275.06 feet east of the East line of said SE 1/4, SE 1/4 of said Section 20; thence S00°02'01"W and parallel to the East line of said SE 1/4, SE 1/4 of said Section 20 a distance of 172.18 feet to the True Point of Beginning containing in all 1.544 acres more or less.

Now, therefore, B.B. Andersen Development Co., Inc. has caused the above described parcel of land to be laid out and platted into one lot and TRACT "A" under the Name and Style of and to be known as "WEST EUCLID PARK SUBDIVISION," TRACT "A" is dedicated to the City of Littleton for the use of the public for the installation, use, and maintenance of a public park.

Easements are dedicated to the public for the installation, use, and maintenance of public utilities services.

Witness my hand and seal this 28th day of June, 1974.

Peter B. Neukirch
Secretary/Treasurer

Wayne D. Towe
Wayne D. Towe, President
B.B. ANDERSEN DEVELOPMENT CO., INC.

STATE OF COLORADO SS
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 28th day of June, 1974 by Wayne D. Towe, President, and Peter Neukirch, Secretary/Treasurer of B.B. ANDERSEN DEVELOPMENT CO., INC.
Witness my hand and seal.
My commission expires March 12, 1978

Karen Mitchell
NOTARY PUBLIC

Approved by the City Engineer of Littleton, Colorado this 20th day of September, A.D. 1974.

W.J. Brookshire
CITY ENGINEER

Approved for legal details by the City Attorney of Littleton, Colorado this 26th day of September, A.D. 1974.

Joshua H. Gray
CITY ATTORNEY

Approved by the Littleton Planning Commission, Littleton, Colorado this 12th day of August, A.D. 1974.

Carl Payne SECRETARY
James Haggard CHAIRMAN

Approved and accepted by the City of Littleton, Colorado this 28th day of September, A.D. 1974.

Janet D. Harrison CITY CLERK
James Haggard PRESIDENT OF COUNCIL

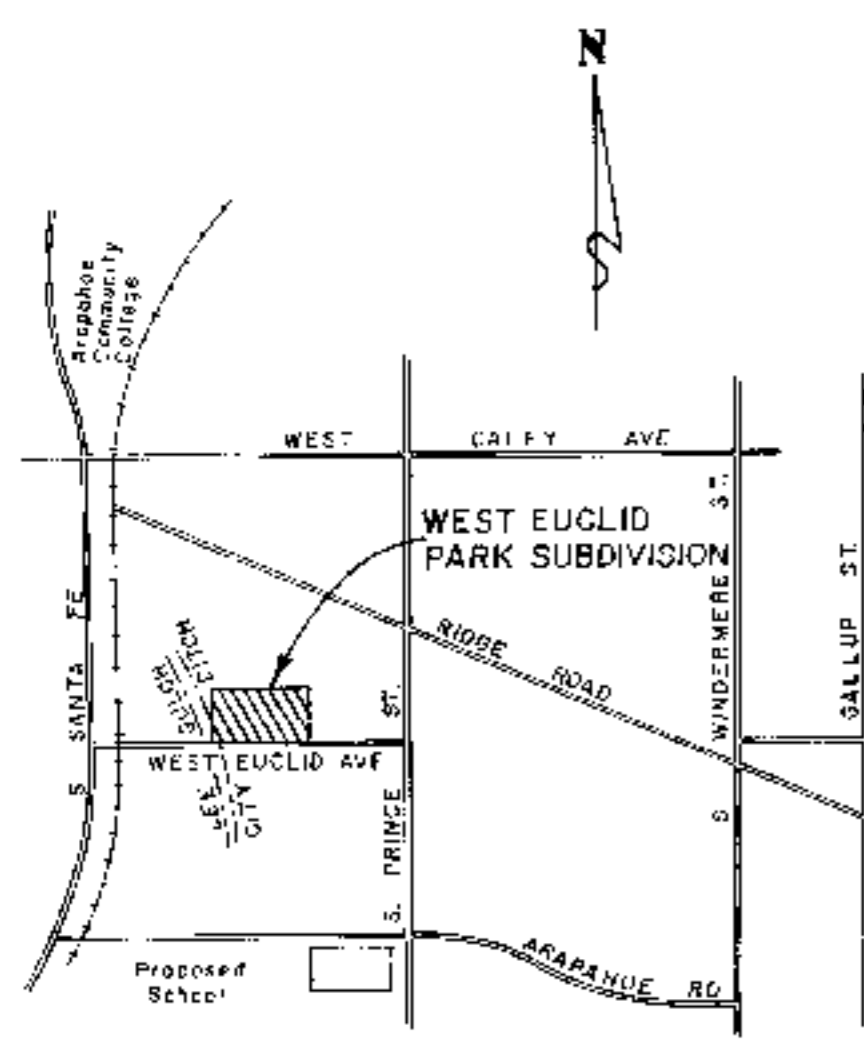
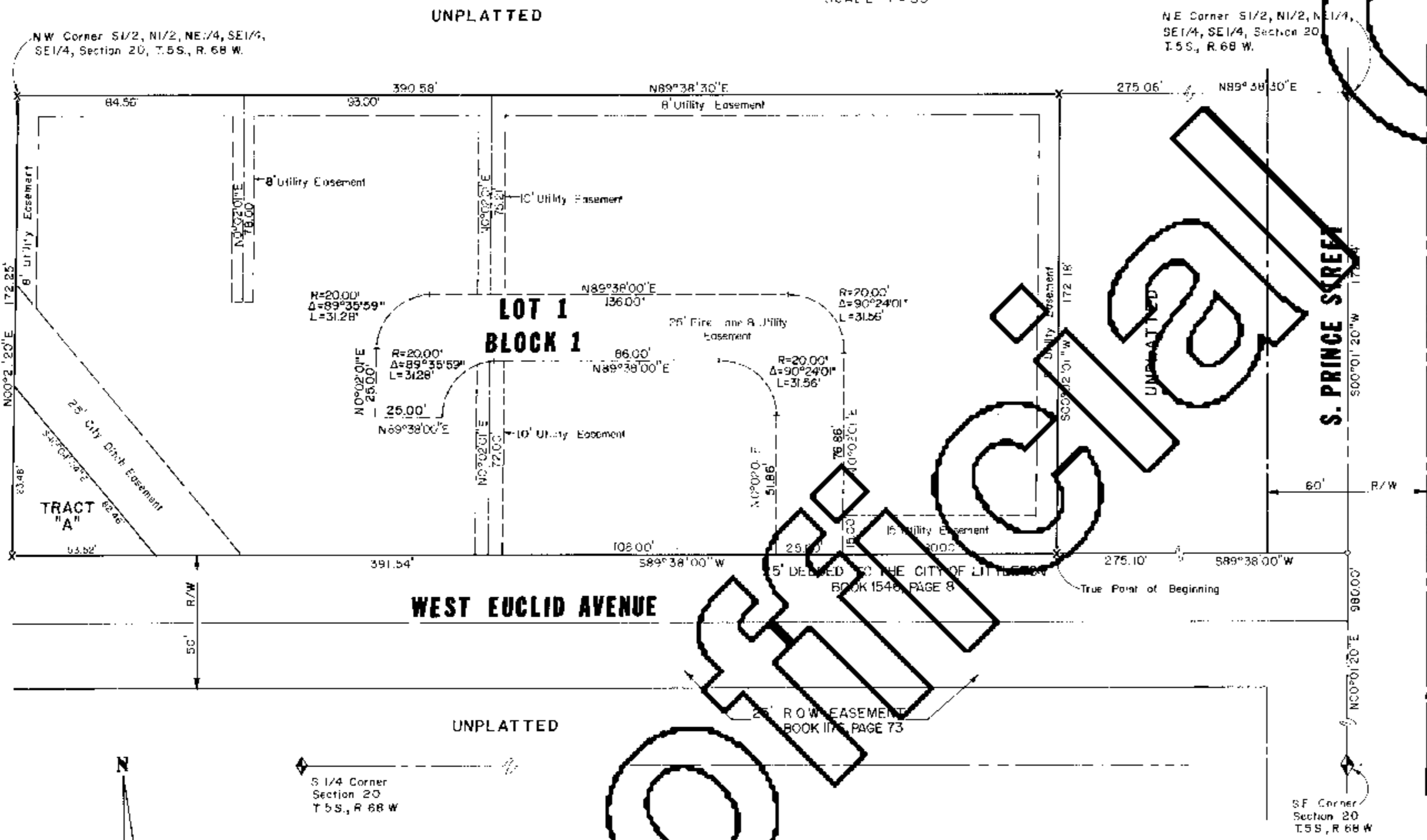
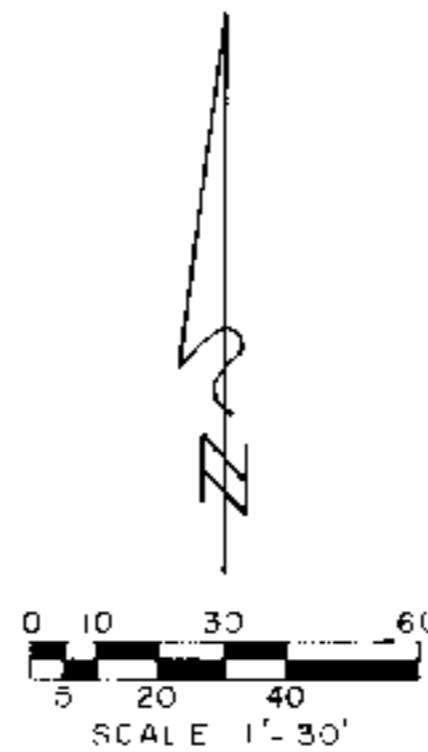
STATE OF COLORADO SS 1747819
COUNTY OF ARAPAHOE

I hereby certify that this instrument was filed in my office on this 30th day of Sept, A.D. 1974, at 11:45 AM and was recorded in Plat Book 87 at Page 35.

By *Margaret Evans* DEPUTY
Margaret Page COUNTY CLERK & RECORDER

I, James V. Laraby, a Registered Land Surveyor do hereby certify that the survey of WEST EUCLID PARK SUBDIVISION was made under my supervision and that the accompanying plat accurately and properly shows said subdivision.

James V. Laraby
REGISTERED LAND SURVEYOR
NO. 9133



LOCATION MAP
(NOT TO SCALE)

OWNER & DEVELOPER: B. B. ANDERSEN DEVELOPMENT CO. INC.
Suite 101, 1578 Humboldt, Denver, Colorado, 80218, 573-1277
SURVEYOR: tri-consultants, inc., 2059 Bryant St., Denver, Colorado, 80211, 303-458-6281
PROPERTY CORNERS: 1/2" Pin & Plastic Cap at all corners.
BEARINGS are based on the North line of the S1/2, N1/2, NE1/4, SE1/4, SE1/4, of Section 20, T.5S., R.68W. of the 6th P.M., N89°38'30"E.

tri-consultants, inc.
2059 bryant st.
denver, colo. 80211

West Euclid Park Sub

**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT is made this ____ day of _____, 2026, by and between the City of Littleton, Colorado, a municipal corporation (the “City” or “Grantor”), whose mailing address is 2255 West Berry Avenue, Littleton, CO 80120 and the City of Englewood, a Colorado municipality whose place of business is 1000 Englewood Parkway, Englewood, Colorado 80110 (“Grantee”).

RECITALS

WHEREAS City is the owner of certain real property (the “Property”) as generally depicted on Exhibit A, attached hereto and incorporated by this reference; and

WHEREAS the Grantee has requested, and the City is willing to grant, a temporary construction easement over and across the Property (the “Temporary Easement Area”), also generally depicted on Exhibit A , for the limited purposes described herein;

NOW THEREFORE, for an in consideration of the covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

GRANT OF TEMPORARY EASEMENT

1. The City hereby grants, bargains, and conveys to the Grantee, its employees, agents, and contractors, a temporary non-exclusive construction easement (“Easement”) in, and to go, through, over, under and across the Temporary Easement Area for the limited purposes of: (i) non-public vehicular and pedestrian ingress and egress, including construction vehicles, in connection with construction of the improvements related to and required for the City of Englewood City Ditch Project (the “Project”); (ii) staging of materials and equipment necessary for construction of the Project; and (iii) to do all other things reasonably necessary regarding the design, construction, installation and maintenance of the Project, including temporary access road installation; utility installation and relocation, surface grading and regrading; the cutting, trimming and removal of trees; site restoration as set forth in Paragraph 5; and pipeline installation and associated infrastructure. The City hereby acknowledges the use of the Temporary Easement Area is non-exclusive and that the Temporary Easement Area is an active construction site.
2. The City does hereby warrant to the Grantee that it is the owner of the real property, as described above, in fee simple and has the lawful right to convey the Easement herein granted. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties.
3. It is understood that the term of the Easement (“Term”) shall begin upon written notice from the Grantee to the City of the Grantee’s start date of construction (“Notice”) and shall expire

upon the earlier to occur of (i) Grantee's completion of the construction, or (ii) the date which is twenty-four (24) months after the Notice is delivered to Grantor; provided that such Notice is given within twelve (12) months from the Effective Date stated above. Grantee shall not commence construction until it has obtained all insurance required under this paragraph. Similarly, Grantee shall not allow any approved contractor or subcontractor to commence work on the Project until all similar insurance required of the contractor or subcontractor has been obtained. The Grantee shall obtain commercial general liability insurance of, at a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability, each at \$1,000,000 per occurrence. The policy shall include coverage for explosion, collapse, and underground hazards (XCU). The Grantee shall also obtain comprehensive automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 with respect to owned, hired, and/or non-owned vehicles assigned to or used in the performance of the Project. Grantee further agrees that all its employees working on the Project shall be covered by adequate Workers' Compensation Insurance. Grantee further agrees to require each of its contractors and their subcontractors working on the Project to obtain adequate liability and automobile liability insurance that includes Grantor and Workers' Compensation Insurance in the minimum amounts as required by applicable law. The City shall be named as an additional insured on each of the required policies.

4. Grantee acknowledges and agrees that Grantee's exercise of rights provided in this Easement shall be carried out in such manner as to not interfere with current operations on City's property. Grantee agrees that in exercising its use of the Easement, the Grantee, its employees, agents, consultants, contractors, and subcontractors, shall undertake all reasonable and prudent actions, including but not limited to any safety measures, necessary to protect the Temporary Easement Area and to not unreasonably interfere with ingress and egress by the City and its representatives; provided, the parties shall reasonably cooperate to accommodate each other's use hereunder. Grantee shall not use the Temporary Easement Area in a manner inconsistent with the Easement. Grantee acknowledges and agrees that the Grantee, its agents, employees, consultants, contractors, and subcontractors, enter the Temporary Easement Area for the purpose of the Easement at its own risk. The City does not assume any risk, liability, or responsibility or duty of care as to the Grantee's employees, agents, consultants, contractors, and subcontractors when on the Temporary Easement Area under the rights granted in this Easement.
5. Upon completion of the Project, Grantee agrees to restore and regrade the surface areas of the Temporary Easement Area to the same condition as prior to the exercise of the rights under this Easement, as acceptable to the City.
6. The City reserves the rights to the use and occupy the Easement Property and to grant further easement interests in the Property to other grantees so long as such interests and uses do not unreasonably interfere with the use of the Grantee and its employees, agents, consultants, contractors, and subcontractors, as permitted in this Easement Agreement.

7. All notices, demands, requests and other communications required or permitted under this Easement must be in writing and will be deemed received when personally delivered or three (3) business days after deposit in the United States mail, first class, postage prepaid, registered or certified, addressed as follows:

If to City: City of Littleton
 Attn: City Manager and City Attorney
 2255 West Berry Ave
 Littleton, Colorado 80120

If to Grantee: City of Englewood
 Attn.: City Clerk
 1000 Englewood Parkway
 Englewood, CO 80110

With a copy to: City of Englewood
 Attn.: City Attorney
 1000 Englewood Parkway
 Englewood, CO 80110

City or Grantee may change its address by giving notice to the other as provided for above.

8. The provisions hereof shall not constitute a lien or encumbrance on the Property and this Easement Agreement, or any memorandum thereof, shall not be recorded in the office for the county (or any other jurisdiction) in which the Property is located.
9. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
10. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
11. This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Easement Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed this Grant of Temporary Easement the day and year first above written.

CITY/GRANTOR

Mayor Date

ATTEST:

City Clerk Date

APPROVED AS TO FORM:

City Attorney Date

ACCEPTANCE

The Grantee, City of Englewood, hereby accepts the above grant as a temporary construction easement.

Dated this ____ day of _____, 2026.

CITY OF ENGLEWOOD

By: _____
Date

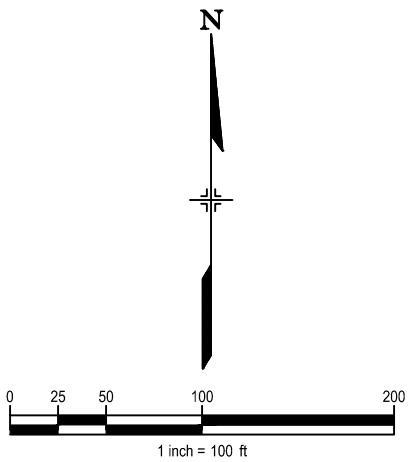
ATTEST:

City Clerk Date

Exhibit A

EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

MATCHLINE SEE SHEET 2



SE 1/4
 SEC. 20
 T.5S, R.68W.

BNSF RIGHT
 OF WAY

CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

EXIST.
 CITY
 DITCH
 ESMT.

ARCHDIOCESE OF DENVER PASTOR ST
 MARY'S CATHOLIC C
 LOT 1, BLOCK 1
 ST. MARY'S SUBDIVISION
 FILING NO. 1
 REC. NO. 93-32140
 BOOK 107 PAGE 73 3/18/1993


POINT OF COMMENCEMENT
 SOUTHEAST CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

POINT OF BEGINNING

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

N65°33'18"W
 1257.53'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=
 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000

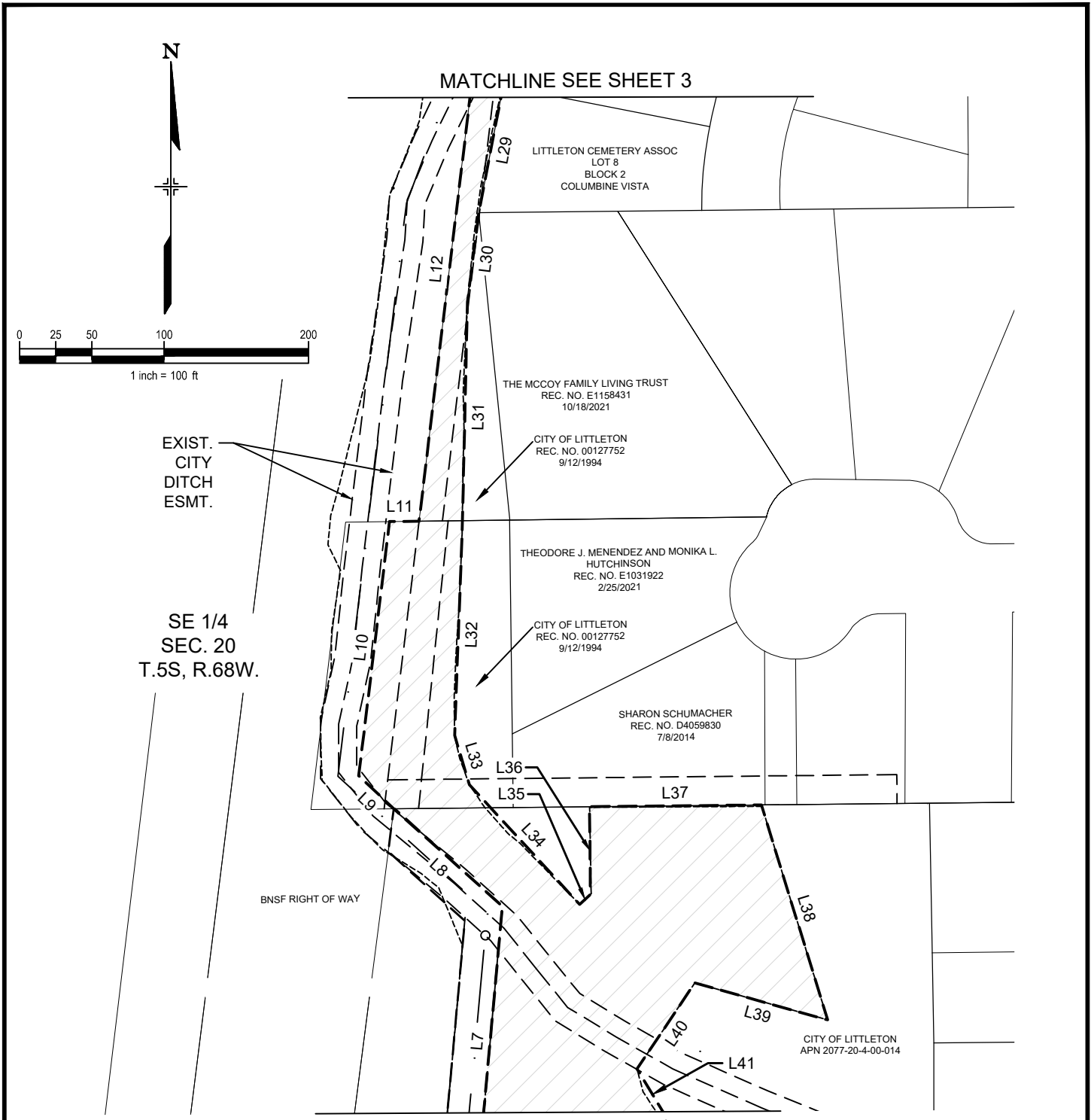
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:
 TEMPORARY EASEMENT
 TE-R2 REV CITY OF LITTLETON

REVISION:
 DRAWING NO.
 V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
 1 of 4



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA= 118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

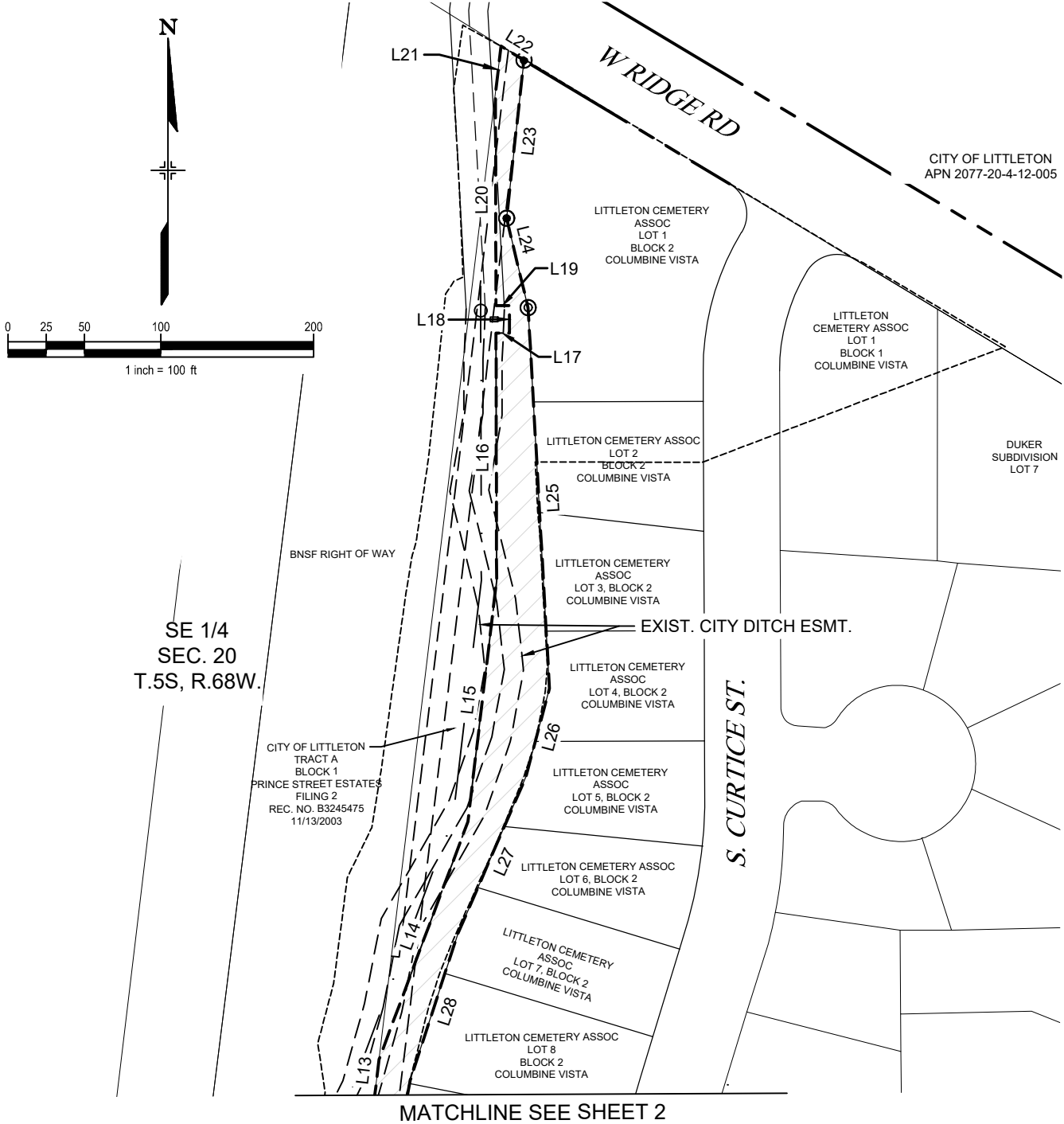
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ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

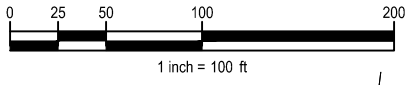
TITLE:
TEMPORARY EASEMENT
TE-R2 REV CITY OF LITTLETON

REVISION: DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
2 of 4



CITY OF LITTLETON
APN 2077-20-4-12-005




SE 1/4
SEC. 20
T.5S, R.68W.

CITY OF LITTLETON
TRACT A
BLOCK 1
PRINCE STREET ESTATES
FILING 2
REC. NO. B3245475
11/13/2003

MATCHLINE SEE SHEET 2

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

 TEMPORARY EASEMENT AREA=
118,069 SQ.FT., 2.710 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
SCALE		1"=100'	

Jacobs
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

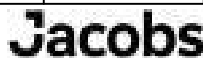
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<p>ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO</p>		
<p>TITLE: TEMPORARY EASEMENT TE-R2 REV CITY OF LITTLETON</p>		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 3 of 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07° 18' 51"E	21.81
L2	N45° 44' 38"E	13.49
L3	N34° 06' 48"E	54.30
L4	N06° 47' 56"E	313.56
L5	N74° 26' 56"E	55.94
L6	N11° 05' 10"E	131.39
L7	N05° 10' 39"E	188.79
L8	N48° 05' 59"W	101.03
L9	N46° 48' 04"W	33.24
L10	N06° 53' 57"E	177.18
L11	N89° 16' 38"E	20.46
L12	N06° 52' 06"E	289.37
L13	N06° 52' 06"E	29.96
L14	N20° 29' 30"E	165.91
L15	N06° 48' 53"E	158.56
L16	N00° 08' 12"W	162.28
L17	N89° 51' 48"E	8.74
L18	N00° 08' 12"W	18.00
L19	S89° 51' 48"W	8.74
L20	N00° 08' 12"W	138.92
L21	N06° 52' 06"E	31.07
L22	S58° 07' 24"E	17.54
L23	S06° 15' 48"W	104.09
L24	S13° 34' 52"E	60.23
L25	S03° 12' 21"E	249.50
L26	S14° 58' 00"W	60.00
L27	S23° 28' 00"W	112.00
L28	S17° 58' 00"W	100.00
L29	S10° 53' 00"W	92.00
L30	S07° 14' 53"W	62.12
L31	S01° 18' 38"W	159.80
L32	S02° 08' 39"W	140.29

LINE TABLE		
LINE	BEARING	DISTANCE
L33	S16° 44' 39"E	35.59
L34	S42° 39' 42"E	112.57
L35	N47° 04' 56"E	10.19
L36	N00° 31' 44"W	60.60
L37	N89° 24' 35"E	118.88
L38	S17° 10' 45"E	155.68
L39	N74° 29' 15"W	95.51
L40	S33° 55' 26"W	71.62
L41	S31° 02' 00"E	59.81
L42	S73° 19' 35"E	97.61
L43	S61° 35' 29"E	38.45
L44	S21° 44' 48"E	27.90
L45	N73° 48' 36"E	20.00
L46	S20° 16' 51"E	30.35
L47	S46° 08' 49"E	23.12
L48	S45° 11' 19"W	44.59
L49	S64° 15' 25"W	67.12
L50	N14° 52' 19"W	56.33
L51	N27° 54' 32"W	17.34
L52	N61° 05' 08"W	26.36
L53	S85° 44' 08"W	21.28
L54	S69° 59' 21"W	179.69
L55	S11° 05' 10"W	18.84
L56	S74° 26' 56"W	56.68
L57	S06° 56' 36"W	91.84
L58	S60° 17' 46"W	19.90
L59	S06° 47' 56"W	33.65
L60	S10° 20' 29"E	141.64
L61	S48° 49' 28"W	36.26
L62	S41° 10' 32"E	12.00
L63	S48° 49' 28"W	95.56

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'



7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
+1 (720) 286-2000

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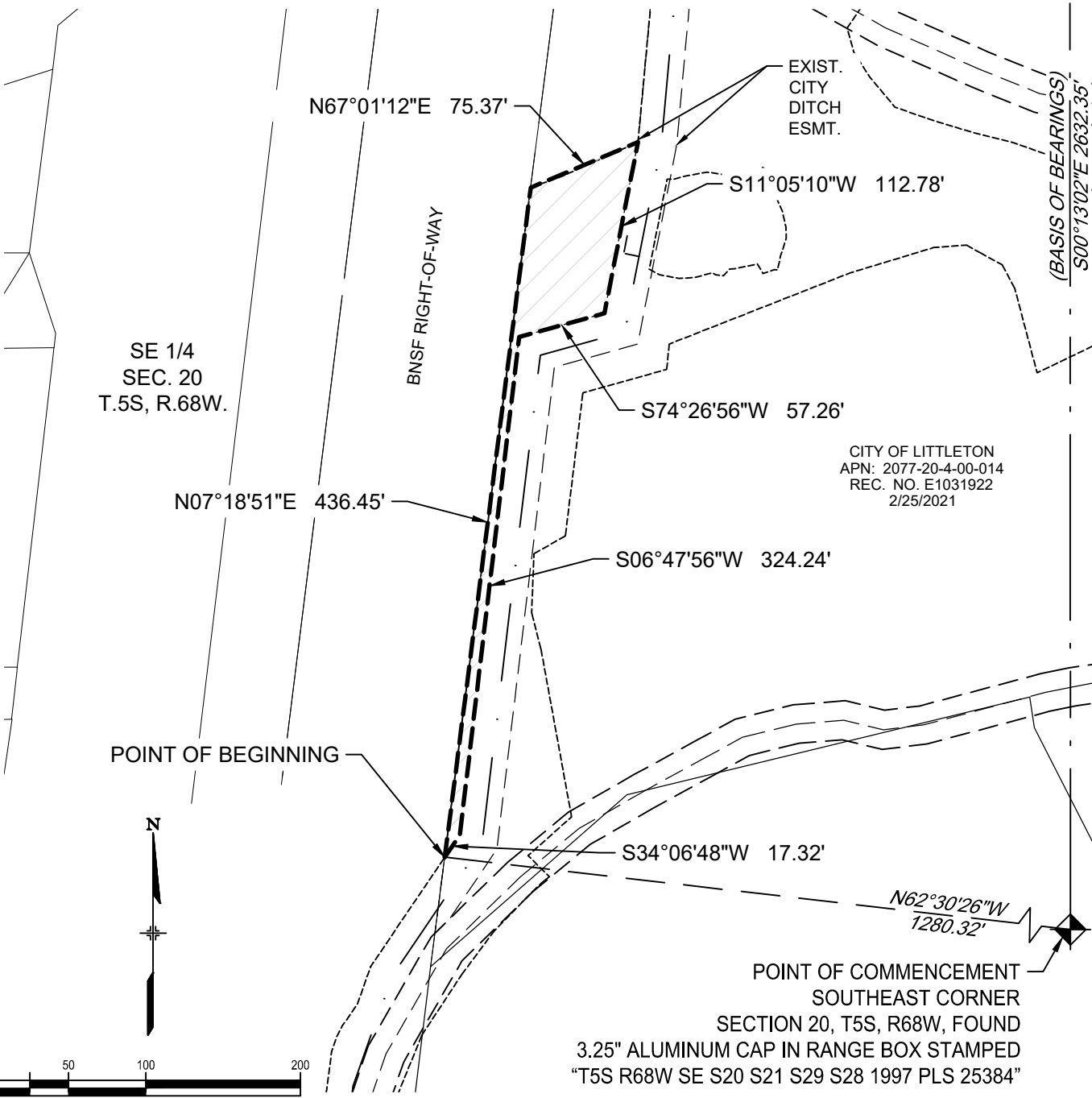
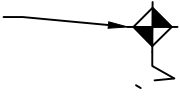
ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:
TEMPORARY EASEMENT
TE-R2 REV CITY OF LITTLETON

REVISION:
DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
4 of 4

EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"



SE 1/4
 SEC. 20
 T.5S, R.68W.

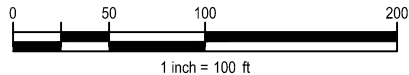
BNSF RIGHT-OF-WAY

EXIST.
 CITY
 DITCH
 ESMT.

(BASIS OF BEARINGS)
 S00°13'02\"/>

CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

POINT OF BEGINNING



POINT OF COMMENCEMENT
 SOUTHEAST CORNER
 SECTION 20, T5S, R68W, FOUND
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TEMPORARY EASEMENT AREA=
 8,485 SQ.FT., 0.195 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=100'
Jacobs			
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-12 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1

POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

SE 1/4
 SEC. 20
 T.5S, R.68W.

POINT OF BEGINNING

BNSF RIGHT-OF-WAY

EXIST.
 CITY
 DITCH
 ESMT.

CITY OF LITTLETON
 TRACT A BLOCK 1
 PRINCE STREET ESTATES
 FILING 2
 REC. NO. B3245475
 11/13/2003

S67°39'48"W
 1001.66'

LITTLETON
 CEMETERY ASSOC
 LOT 2
 BLOCK 2
 COLUMBINE VISTA

S00°08'12"E 114.22'

LITTLETON
 CEMETERY
 ASSOC
 LOT 3, BLOCK 2
 COLUMBINE VISTA

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

N06°52'06"E 325.49'

LITTLETON
 CEMETERY
 ASSOC
 LOT 4, BLOCK 2
 COLUMBINE VISTA

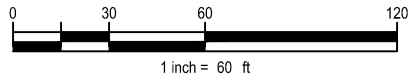
S06°48'53"W 154.05'

LITTLETON
 CEMETERY
 ASSOC
 LOT 5, BLOCK 2
 COLUMBINE VISTA

LITTLETON
 CEMETERY ASSOC
 LOT 6, BLOCK 2
 COLUMBINE VISTA

S20°29'30"W 59.75'

SOUTHEAST CORNER
 SECTION 20, T5S, R68W, FOUND
 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384"



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

TEMPORARY EASEMENT AREA=
 3,355 SQ.FT., 0.077 ACRES±

JACOBS PROJECT NO.		WXYB2300	
CLIENT PROJECT NO.		N/A	
REVISION DESCRIPTION		N/A	
DRAWN	T Tobin	DATE	4/13/2026
		SCALE	1"=60'
Jacobs			
7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237 +1 (720) 286-2000			
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: TEMPORARY EASEMENT TE-R2-13 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 1 of 1



Staff Communication

File #: Resolution 40-2026, **Version:** 1

Agenda Date: 06/02/2026

Subject:

Resolution 40-2026: Approving a quit claim deed for the City Ditch Reach 2A project

From:	James L. Becklenberg, City Manager
Prepared by:	Ryan Germeroth, Deputy Director of Public Works & Utilities
Presentations:	Brent Soderlin, Director of Public Works & Utilities Ryan Germeroth, Deputy Director of Public Works & Utilities Sara Dusenberry, Senior Planner Community Development Stephanie Ellis, Engineer III, City of Englewood

PURPOSE:

To approve the quit claim deed needed between Littleton and Englewood for the City Ditch piping project in Reach 2A (from Saint Mary’s to Ridge Road).

LONG-TERM OUTCOME(S) SERVED:

Vibrant Community with a Rich Culture; High-Quality Governance

DISCUSSION:

Brief History of City Ditch

City Ditch was one of the first irrigation canals in the state and runs water from the South Platte River to Denver. The 26-mile stretch was initially started in 1861, with the beginning of ditch more closely located to what is downtown Littleton. Due to the Civil War, construction was halted and restarted in 1864. The ditch was completed in 1867, with the start located nearly four miles upstream. Richard Little, founder of Littleton, was responsible for surveying the stretch of land to ensure the water flowed appropriately and noted the original location of the ditch would not be effective in moving water. Construction of the ditch and the ability to move water in a highly arid landscape was a catalyst for much of the development within the region. Richard Little utilized the abandoned ditch to channel water from the Platte, allowing for the construction of the Rough and Ready Mill.

Utilizing gravity to move water requires the use of flumes to move water across features like gulches or side streams. The flumes effectively acted as bridges to allow water to move across these features. The original flumes would have likely been constructed from wood. The use of steel would have come later when shipping the material to the region was easier and more cost effective. A steel flume structure currently exists over Lee Gulch in Littleton and was likely constructed in the 1940s. The structure is currently in use today to provide water to the City of Englewood and other water users, including the City of Littleton.

City Ditch Flume & Project Agreement Overview

Due to feedback from the community during the Englewood design project for City Ditch, including feedback

from Historic Littleton, Inc., city staff hired a consultant to assess the condition of the existing flume structures in Slaughterhouse Gulch Park and near Lee Gulch to provide scenarios on what could be done with the flumes. The scenarios analyzed include costs to repair in place to working condition, costs to maintain in place, and the costs to remove and relocate part or most of the flumes to another location. Since the initial assessment was done, staff has since asked the consultant to provide a cost estimate to stabilize the Lee Gulch flume in place structurally with no other work done to it. Based on the condition assessments the flume structure in Lee Gulch is leaking, has corroded steel, has spalled concrete, is missing anchor bolts, and has one foundation exposed. Several of these deficiencies are rated as “high” need in the assessment reports.

For the Englewood City Ditch Piping Project Reach 2A to proceed forward, there are four agreements between Littleton and Englewood that are needed to allow for exchange of funds, to create new easements, relinquish old easements, and transfer property. Reach 2B from Saint Mary’s to Linhart Lake will have a similar set of agreements that will come before at a future date once the stormwater design for Rangeview Gulch is finalized.

The following provides a summary of the key terms and conditions for this agreement.

- Quit claim deed regarding abandoned easements & infrastructure
 - Records relinquishment of easement rights to abandoned portions of the ditch
 - Englewood releases and quit claims to Littleton all rights, title, and interests of Englewood in the relinquished area including any infrastructure located in the relinquished area.

BACKGROUND:

The City of Englewood is completing the piping of the open channel City Ditch between Linhart Lake and Ridge Road (Reaches 2A and 2B) and intends to pipe the section in the Lee Gulch area starting in the fall of 2026. City Ditch is Englewood’s primary water supply source so piping the ditch will improve the quality, sustainability, resiliency, and safety of the water source. The design effort for this project started in the fall of 2022. Community outreach and coordination was included as a part of the project, including meetings with Historic Littleton, Inc. Due to the potential removal of the flume structures, a request was made by representatives of Historic Littleton, Inc. to consider keeping the flume structures. The City of Littleton then hired a consultant to assess the condition of the flume and provide cost estimates to repair, relocate, and maintain it.

Prior Actions or Discussions

On July 15, 2025 city staff provided an overview of the agreements for Reach 3 of the City Ditch project. This meeting followed two other study session meetings and one meeting with the Historic Preservation Commission. The staff recommendation was to approve all four agreements via resolution. City Council approved all four resolutions. The flume in Slaughterhouse Gulch Park was kept in place as a part of that approval and is currently undergoing stabilization work.

On February 19, 2026 city staff provided an overview of a brief history of the City Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Historic Preservation Commission. The commission appreciated being consulted at the beginning of the agreement approval process. After discussion, the commission does not want the flume in Lower Ridgewood Park to be removed and would prefer that it remains in place for preservation even though Englewood is not contributing funds for preservation or restoration.

On May 5, 2026 staff from both Littleton and Englewood provided an overview of a brief history of the City

Ditch, a project overview of the Englewood project, and a summary of the project agreements for Reach 2A to the Littleton City Council. At the time, the intergovernmental agreement did not include reimbursement funds from the City of Englewood to restore, preserve, or rehabilitate the flume in Lower Ridgewood Park. Due to questions from Council, Englewood has since updated the agreement to include \$83,500 worth of funding for reimbursement for Littleton to preserve and historically commemorate the flume. The option still does exist in the agreement for Englewood to remove the flume at their project's cost.

FISCAL IMPACTS

N/A

STAFF RECOMMENDATION:

City staff recommends that Council approve this agreement as presented via resolution.

ALTERNATIVES

N/A

PROPOSED MOTION:

I move to approve Resolution 40-2026 approving a quit claim deed for the City Ditch Reach 2A project.

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CITY OF LITTLETON, COLORADO

Resolution No. 40

Series, 2026

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
COLORADO, AUTHORIZING ACCEPTANCE OF THE QUIT CLAIM
DEED FROM THE CITY OF ENGLEWOOD, COLORADO IN
CONNECTION WITH THE ENGLEWOOD CITY DITCH PROJECT FOR
REACH 2A**

WHEREAS, the City of Englewood (“Englewood”) owns critical raw water infrastructure (“City Ditch”) that provides water supply to Englewood and other users, including the City of Littleton (“Littleton”); and

WHEREAS, portions of the City Ditch are located within Littleton, for which Englewood holds existing easements, both recorded and unrecorded; and

WHEREAS, Englewood has undertaken a project to enclose and relocate portions of the City Ditch to a new alignment within Littleton; and

WHEREAS, to accommodate the new City Ditch alignment for Reach 2A, the Parties have, by separate agreement, entered into a Relinquishment and Grant of Easements to provide Englewood with easement rights for the new alignment as well as to relinquish easement rights to Littleton for areas of the existing areas of City Ditch that are to be abandoned by Englewood as a result of the new alignment; and

WHEREAS, Littleton desires to accept the Quit Claim Deed for City Ditch Project Reach 2A, attached hereto and in substantially the same form as Exhibit “A,” to memorialize the relinquishment of certain property back to the City of Littleton, as more specifically outlined within the Relinquishment and Grant of Easements Agreement.

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

Section 1. The Littleton City Council hereby accepts the document titled “Quit Claim Deed for City Ditch Project Reach 2A,” attached hereto, and in substantially the same form as Exhibit A. The mayor is hereby authorized to execute said agreement.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 2nd day of June 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

44 ATTEST:

45

46

47 _____
Colleen L. Norton

48 CITY CLERK

49

50 APPROVED AS TO FORM:

51

52

53 _____
Reid Betzing

54 CITY ATTORNEY

Kyle Schlachter

MAYOR



QUIT CLAIM DEED FOR CITY DITCH PIPING PROJECT REACH 2A

THIS DEED, made this _____ day of _____, 2026, between the CITY OF ENGLEWOOD, COLORADO, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado, whose legal address is 1000 Englewood Parkway, Englewood, CO 80110 of the County of Arapahoe and State of Colorado, grantor, and the CITY OF LITTLETON, COLORADO, a municipal corporation duly organized and existing under and by virtue of the constitution of the State of Colorado, of the County of Arapahoe and State of Colorado, whose legal address is 2255 West Berry Avenue, Littleton, CO 80120 of the County of Arapahoe and State of Colorado, grantee,

WITNESSETH, that the grantor, for and in certain consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe and State of Colorado, described in attached Exhibit A, except for the “New City Ditch Easement Property” and all easement rights associated with the New City Ditch Easement Property as granted to the City of Englewood and described in the Relinquishment and Grant of Easements (City Ditch), entered into between the City of Englewood and the City of Littleton on _____, 2026.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the benefit of the grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

CITY OF ENGLEWOOD, COLORADO

Name, Mayor

Name, City Clerk

Exhibit A

Exhibit "A"

QUIT CLAIM: QC-R2-1 CITY OF LITTLETON
QUIT CLAIM DESCRIPTION
April 29, 2026

A portion of a parcel of land described at Book 82, Page 474, recorded May 10, 1876 in the Arapahoe County Clerk & Recorder's Office, lying in the Southeast Quarter of Section 20, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "Engineering Survey's Inc. T5S R68W 1/4 S20 S21 1993 PLS 17669", WHENCE the Southeast Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384" bears S00°13'02"E (Basis of Bearings) a distance of 2632.35 feet; THENCE S63°06'28"W, a distance of 1010.60 feet to the easterly line of said parcel and the POINT OF BEGINNING;

THENCE coincident with said easterly line the following 5 courses:

- 1) S13°53'05"E, 52.22 feet;
- 2) S06°20'25"E, 47.06 feet;
- 3) S10°29'29"W, 47.68 feet;
- 4) S19°20'05"W, 51.46 feet;
- 5) S29°44'40"W, 53.87 feet;

THENCE N20°24'37"E, a distance of 45.87 feet;

THENCE N06°48'53"E, a distance of 158.56 feet;

THENCE N00°08'12"W, a distance of 39.25 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 3,293 square feet or 0.076 acres, more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
7001 East Belleview Ave Ste 1000
Greenwood Village, CO 80237
Robert.Guptill@Jacobs.com





POINT OF COMMENCEMENT
 EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"

SE 1/4
 SEC. 20
 T.5S, R.68W.

POINT OF BEGINNING

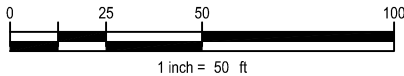
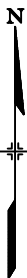
N00°08'12"W 39.25'

RIGHT OF WAY
 FOR CITY DITCH
 BK. 82, P. 474
 5/10/1876

N06°48'53"E 158.56'

BNSF
 RIGHT-OF-WAY

N20°24'37"E 45.87'



S13°53'05"E 52.22'

LITTLETON
 CEMETERY ASSOC
 LOT 3
 BLOCK 2
 COLUMBINE VISTA

S06°20'25"E 47.06'

CITY OF LITTLETON
 TRACT A BLOCK 1
 PRINCE STREET
 ESTATES FILING 2
 REC. NO. B3245475
 11/13/2003

S10°29'29"W 47.68'

LITTLETON CEMETERY ASSOC
 LOT 4
 BLOCK 2
 COLUMBINE VISTA

S19°20'05"W 51.46'

LITTLETON CEMETERY ASSOC
 LOT 5
 BLOCK 2
 COLUMBINE VISTA

S29°44'40"W 53.87'

SOUTHEAST CORNER
 SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP
 IN RANGE BOX STAMPED
 "T5S R68W SE S20 S21
 S29 S28 1997 PLS 25384"

S63°06'28"W
 1010.60'

(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.



QUIT CLAIM AREA=
 3,293 SQ.FT., 0.076 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/29/2026
SCALE	1"=50'		

Jacobs

7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000

THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS SHALL BE AT THE SOLE RISK OF THE USER.

ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:
 QUIT CLAIM
 QC-R2-1 CITY OF LITTLETON

REVISION: DRAWING NO.
 V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

SHEET NO.
 2 of 2

Exhibit "A"

QUIT CLAIM: QC-R2-2 CITY OF LITTLETON
QUIT CLAIM DESCRIPTION
April 29, 2026

A portion of parcels of land described at Book 82, Page 474, recorded May 10, 1876, and City Ditch R.O.W. as shown on Parkview Subdivision Plat at Reception No. 2037914, recorded on January 21, 1981 in the Arapahoe County Clerk & Recorder's Office, lying in the Southeast Quarter of Section 20, Township 5 South, Range 68 West of the 6th Principal Meridian, Arapahoe County, State of Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "T5S R68W SE S20 S21 S29 S28 1997 PLS 25384", WHENCE the East Quarter Corner of said Section 20, a found 3.25" aluminum cap in range box stamped "Engineering Survey's Inc. T5S R68W 1/4 S20 S21 1993 PLS 17669", bears S00°13'02"E (Basis of Bearings) a distance of 2632.35 feet; THENCE N64°00'18"W, a distance of 1232.70 feet to the easterly line of said parcel and the POINT OF BEGINNING;

THENCE N06°16'50"E, a distance of 39.33 feet to the westerly line of said parcel;
THENCE coincident with said westerly line the following 27 courses:

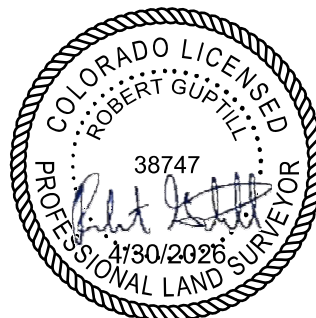
- 1) N45°44'38"E, 12.13 feet;
- 2) N50°33'35"E, 50.77 feet;
- 3) N60°09'52"E, 49.21 feet;
- 4) N61°19'36"E, 44.81 feet;
- 5) N61°11'21"E, 29.60 feet;
- 6) N76°12'01"E, 38.62 feet;
- 7) N85°25'35"E, 33.72 feet;
- 8) S76°36'29"E, 26.21 feet;
- 9) N83°12'40"E, 22.80 feet;
- 10) N75°04'53"E, 81.05 feet;
- 11) N78°30'38"E, 18.50 feet;
- 12) N81°32'59"E, 94.30 feet;
- 13) N76°05'48"E, 148.80 feet;
- 14) along a curve to the left having a central angle of 98°20'01", a radius of 5.00 feet, an arc length of 8.58 feet, a chord bearing of N26°53'43"E, and a chord length of 7.57 feet;
- 15) N22°22'38"W, 100.52 feet;
- 16) N41°40'47"W, 114.85 feet;
- 17) N24°03'56"W, 26.91 feet;
- 18) N40°13'42"W, 82.84 feet;
- 19) N60°10'27"W, 23.77 feet;
- 20) N58°27'46"W, 34.80 feet;
- 21) N79°27'39"W, 34.67 feet;
- 22) N67°59'19"W, 42.86 feet;
- 23) N66°15'03"W, 67.75 feet;
- 24) N60°38'33"W, 45.83 feet;
- 25) N58°37'37"W, 41.60 feet;
- 26) N39°05'37"W, 35.88 feet;
- 27) N38°39'37"W, 27.25 feet;

THENCE N05°10'39"E, a distance of 32.97 feet to the easterly line of said parcel;
THENCE coincident with said easterly line the following 27 courses:

- 1) S47°51'44"E, 13.54 feet;
- 2) S38°39'37"E, 37.58 feet;
- 3) S39°05'37"E, 31.49 feet;
- 4) S58°37'37"E, 36.86 feet;
- 5) S60°38'33"E, 44.16 feet;
- 6) S66°15'03"E, 66.14 feet;
- 7) S67°59'19"E, 39.97 feet;
- 8) S79°27'39"E, 36.79 feet;
- 9) S69°46'45"E, 43.92 feet;
- 10) S40°18'22"E, 133.04 feet;
- 11) S25°04'58"E, 27.12 feet;
- 12) S41°40'47"E, 97.33 feet;
- 13) S22°22'38"E, 104.77 feet;
- 14) along a curve to the right having a central angle of 98°28'03", a radius of 30.00 feet, an arc length of 51.56 feet, a chord bearing of S26°51'48"W, and a chord length of 45.44 feet;
- 15) S76°05'48"W, 144.60 feet;
- 16) S81°16'16"W, 99.68 feet;
- 17) S78°30'38"W, 17.60 feet;
- 18) S75°04'53"W, 82.08 feet;
- 19) S83°12'40"W, 29.03 feet;
- 20) N76°36'29"W, 26.70 feet;
- 21) S85°25'35"W, 27.75 feet;
- 22) S76°12'01"W, 33.31 feet;
- 23) S61°11'21"W, 26.34 feet;
- 24) S61°19'36"W, 44.59 feet;
- 25) S60°09'52"W, 46.86 feet;
- 26) S50°33'35"W, 47.62 feet;
- 27) S45°44'38"W, 41.44 feet to the POINT OF BEGINNING;

The above-described permanent easement contains 35,018 square feet or 0.804 acres, more or less.

Prepared by:
Robert F. Guptill, PLS 38747
For and on behalf of Jacobs Engineering Group Inc.
7001 East Belleview Ave Ste 1000
Greenwood Village, CO 80237
Robert.Guptill@Jacobs.com

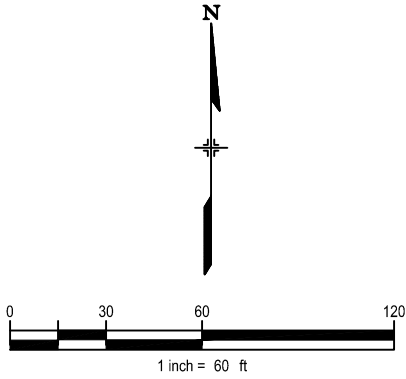


EAST QUARTER CORNER SECTION 20, T5S, R68W
 FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED
 "ENGINEERING SURVEY'S INC. T5S R68W 1/4 S20 S21 1993 PLS 17669"



(BASIS OF BEARINGS)
 S00°13'02"E 2632.35'

LINE TABLE		
LINE	BEARING	DIST.
L1	N76°12'01"E	38.62'
L2	N85°25'35"E	33.72'
L3	S83°12'40"W	29.03'
L4	N76°36'29"W	26.70'
L5	S85°25'35"W	27.75'
L6	S76°12'01"W	33.31'
L7	S61°11'21"W	26.34'



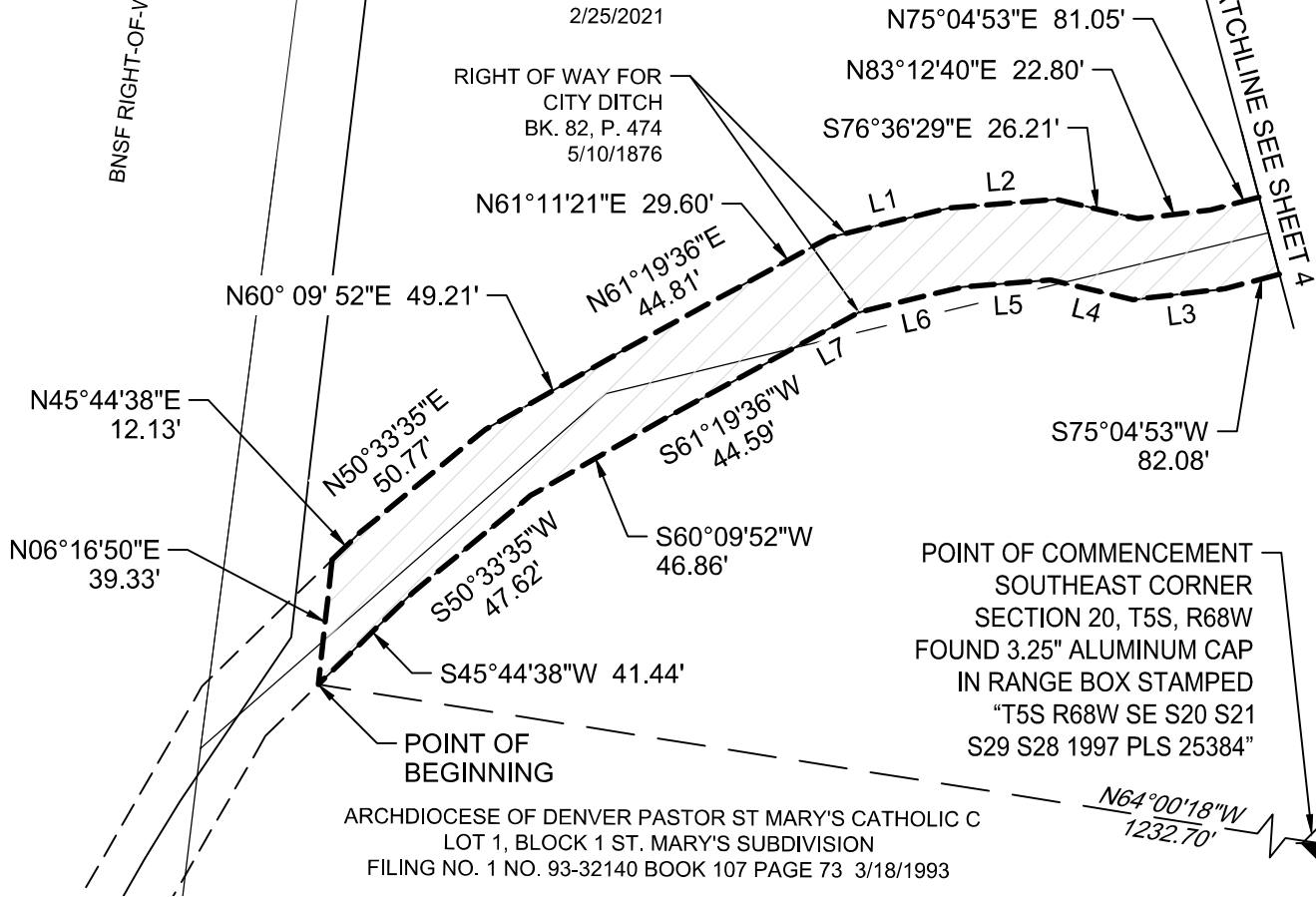
SE 1/4
 SEC. 20
 T.5S, R.68W.

BNSF RIGHT-OF-WAY

CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021

RIGHT OF WAY FOR
 CITY DITCH
 BK. 82, P. 474
 5/10/1876

MATCHLINE SEE SHEET 4



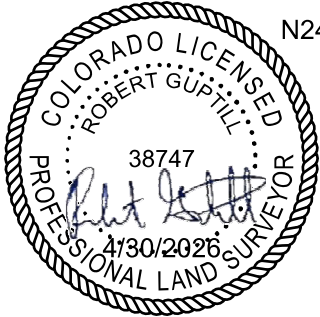
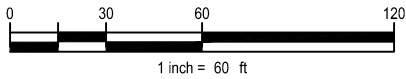
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 IT IS ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

QUIT CLAIM AREA=
 35,018 SQ.FT., 0.804 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/29/2026
SCALE	1"=60'		

Jacobs
 7001 East Belleview Ave Ste 1000, Greenwood Village, CO 80237
 +1 (720) 286-2000
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ENGLEWOOD CITY DITCH PHASE 2 REACH 2 ARAPAHOE COUNTY, COLORADO		
TITLE: QUIT CLAIM QC-R2-2 CITY OF LITTLETON		
REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 3 of 5



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	5.00'	8.58'	98°20'01"	N26°53'43"E	7.57'
C2	30.00'	51.56'	98°28'03"	S26°51'48"W	45.44'

MATCHLINE
SEE SHEET 5

S40°18'22"E 133.04'

COLORADO COMMUNITY LAND
TRUST-ARPAHOE LLC
REC. NO. E2060534
6/2/2022
LOT 1 BLOCK 1
WEST EUCLID
PARK SUBDIVISION

RIGHT OF WAY
FOR
CITY DITCH
BK. 82, P. 474
5/10/1876

N40°13'42"W 82.84'

N24°03'56"W 26.91'

S25°04'58"E 27.12'

W. EUCLID AVE.

CITY OF LITTLETON
APN: 2077-20-4-06-007

S41°40'47"E
114.85'

S41°40'47"E 97.33'

25' CITY DITCH R.O.W
PARKVIEW
SUBDIVISION
REC. No. 2307914
1/21/1981

CAROLYN KINSELLA
AND
VALDON ERPELDING
REC. NO. E2060499
6/02/2022
PARCEL 2 TRACT A
PARKVIEW
SUBDIVISION

CAROLYN KINSELLA AND
VALDON ERPELDING
REC. NO. E2060499 6/02/2022
PARCEL 1 LOT 5
PARKVIEW SUBDIVISION

CITY OF LITTLETON
APN: 2077-20-4-00-014
REC. NO. E1031922
2/25/2021

RIGHT OF WAY
FOR
CITY DITCH
BK. 82, P. 474
5/10/1876

N78°30'38"E 18.50'

N81°32'59"E
94.30'

N76°05'48"E 148.80'

N75°04'53"E
81.05'

S81°16'16"W
99.68'

N76°05'48"E 144.60'

MATCHLINE
SEE SHEET 3

S78°30'38"W 17.60'

S75°04'53"W 82.08'

ARCHDIOCESE OF DENVER
PASTOR ST MARY'S CATHOLIC C
LOT 1, BLOCK 1
ST. MARY'S SUBDIVISION
FILING NO. 1 NO. 93-32140
BOOK 107 PAGE 73 3/18/1993

GORDON W. BAUER AND
BEATA BAUER
REC. NO. D1073039
8/2/2011
LOT 6
PARKVIEW
SUBDIVISION

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 QUIT CLAIM AREA=
35,018 SQ.FT., 0.804 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/29/2026
SCALE	1"=60'		

Jacobs

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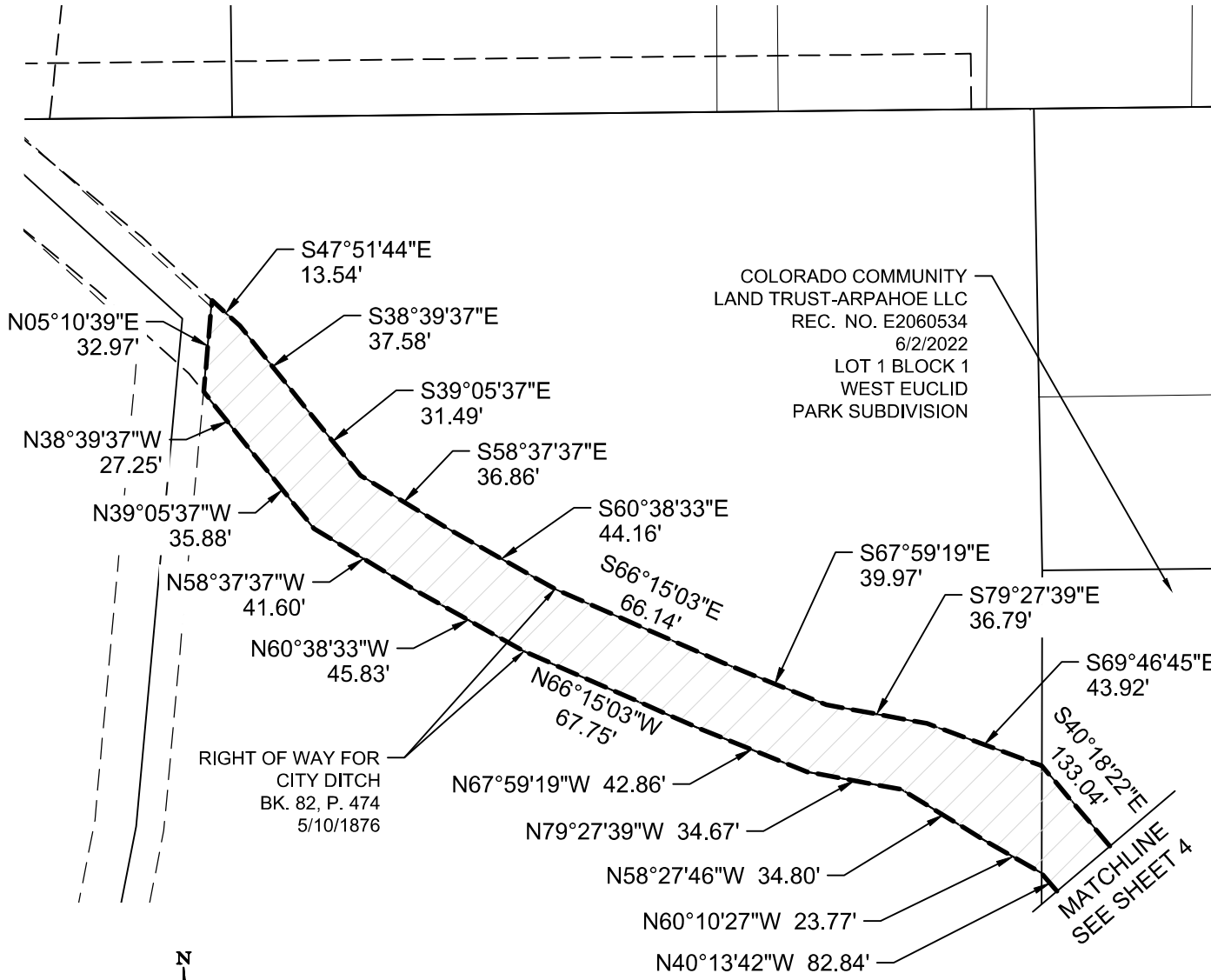
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ENGLEWOOD CITY DITCH PHASE 2
REACH 2
ARAPAHOE COUNTY, COLORADO

TITLE:
QUIT CLAIM
QC-R2-2 CITY OF LITTLETON

REVISION: DRAWING NO.
V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG

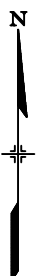
SHEET NO.
4 of 5



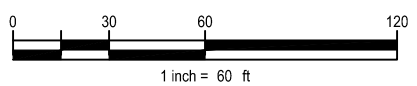
COLORADO COMMUNITY
 LAND TRUST-ARPAHOE LLC
 REC. NO. E2060534
 6/2/2022
 LOT 1 BLOCK 1
 WEST EUCLID
 PARK SUBDIVISION

RIGHT OF WAY FOR
 CITY DITCH
 BK. 82, P. 474
 5/10/1876

S69°46'45"E
 43.92'
 S40°18'22"E
 133.04'
 MATCHLINE
 SEE SHEET 4



CITY OF LITTLETON
 APN: 2077-20-4-00-014
 REC. NO. E1031922
 2/25/2021



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
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QUIT CLAIM AREA=
 35,018 SQ.FT., 0.804 ACRES±

JACOBS PROJECT NO.	WXYB2300		
CLIENT PROJECT NO.	N/A		
REVISION DESCRIPTION	N/A		
DRAWN	T Tobin	DATE	4/29/2026
SCALE	1"=60'		

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ENGLEWOOD CITY DITCH PHASE 2
 REACH 2
 ARAPAHOE COUNTY, COLORADO

TITLE:
 QUIT CLAIM
 QC-R2-2 CITY OF LITTLETON

REVISION:	DRAWING NO. V-WXYB2300-CITY-DITCH-PH2-PROP_TEMP_EXHIBITS.DWG	SHEET NO. 5 of 5
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