

TUESDAY STAFF BRIEFINGS May 3, 2016

****Please Note Briefings Will Begin Immediately Following Hearings****

All items on this agenda are scheduled for immediately following Hearings and will normally be considered in the order the item appears on the agenda. The Board, at their discretion, may choose to alter the order in which items are considered, may break, or may continue any item to be considered on a future date.

Convene immediately following Hearings; BCC Conference Room, 5th Floor

Briefing Items

- | | | |
|----|---|---------------------------------|
| 1. | Pilatus Completions Center - Ground Lease
(30 minutes) | Jeanie Rossillon |
| 2. | 15 Acre Airport Parcel Infrastructure Construction Contract (15 minutes) | Jeanie Rossillon |
| 3. | International Fire Codes Adopted by Various Fire Protection District (15 minutes) | Jeanie Rossillon
Becky Baker |
| 4. | Jefferson County Business Education Alliance
(15 minutes) | Ellen Wakeman |
| 5. | Deputy County Manager Updated
(30 minutes) | Kate Newman |
| 6. | MACC Membership
(10 minutes) No attachments | Commissioners |
| 7. | Liberty Day
(10 minutes) No attachments | Commissioners |

County Commissioners' Report

- Go Farm - Golden Farming Cooperative (5 minutes)
- Leadership Arvada Class Project - Cookout for Charity (5 minutes)

County Manager's Report

County Attorney's Report

Executive Session

- Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b) (15 minutes)

Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. Disabled persons requiring reasonable accommodation to attend or participate in a County service, program or activity should call 271-5000 or TDD 271-8071. We appreciate a minimum of 24 hours advance notice so arrangements can be made to provide the requested auxiliary aid.

TUESDAY STAFF BRIEFINGS

May 3, 2016

Briefing Items			Total Estimated Time: 2 hour 5 minutes
Begin	End	Agenda No.	Title
8:20	8:50	1.	Pilatus Completions Center - Ground Lease
8:50	9:05	2.	15 Acre Airport Parcel Infrastructure Construction Contract
9:05	9:20	3.	International Fire Codes Adopted by Various Fire Protection Districts
9:20	9:35	4.	Jefferson County Business Education Alliance
9:35	10:05	5.	Deputy County Manager Update
10:05	10:15	6.	MACC Membership
10:15	10:25	7.	Liberty Day
Commissioners Report			Total Estimated Time: 10 minutes
Begin	End	Agenda No.	Title
10:25	10:35	8.	Go Farm - Golden Farming Cooperative Leadership Arvada Class Project - Cookouts for Charity
County Manager Report			Total Estimated Time: 5 minutes
Begin	End		Title
10:35	10:40		
County Attorney Report			Total Estimated Time: 5 minutes
Begin	End	Agenda No.	Title
10:40	10:45		
Executive Session			Total Estimated Time: 15 minutes
Begin	End	Title	
10:45	11:00	Litigation Update - Legal Advice C.R.S. 24-6-402(4)(b)	

BOARD OF COUNTY COMMISSIONERS SCHEDULE

Time*

Topic*

8:30 – 10:00 a.m.	<u>Monday, May 2, 2016</u> Axiom Weekly Meeting BCC Board Room
8:00 a.m.	<u>Tuesday, May 3, 2016</u> BCC Meeting - (Hearing Room One) Public Comment Public Hearings
Immediately following Public Hearings	Staff Briefings - (BCC Board Room)
Immediately following Staff Briefings	Ralph Schell - (BCC Board Room)
7:30 – 9:00 a.m.	<u>Wednesday, May 4, 2016</u> Transportation Forum Wheat Ridge Rec Center, 4005 Kipling St.
11:30 – 1:00 p.m.	2016 Jeffco Schools Foundation Lamar Street Center, 5889 Lamar St., Arvada
3:30 – 4:30 p.m.	Sustainability Commission BCC Board Room
7:15 – 9:00 a.m.	<u>Thursday, May 5, 2016</u> Commissioner/Mayor Breakfast Lookout Mountain Conference Room
2:00 – 3:00 p.m.	Squire Patton Boggs BCC Board Room
	<u>Friday, May 6, 2016</u> NO TOPICS SCHEDULED TO DATE

*Emergency Items Or Other County Business For Which Prior Notice Was Not Possible May Be Considered.

Pilatus Completions Center Ground Lease

Board of County Commissioners
Briefing
May 3, 2016

03-MAY 2016

Rocky Mountain Metropolitan Airport



1

Pilatus Site

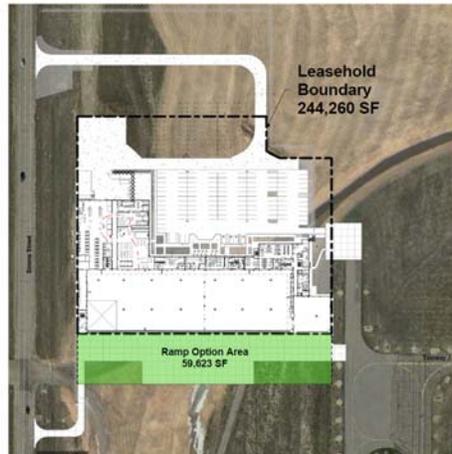


03-MAY 2016

Rocky Mountain Metropolitan Airport

2

Pilatus – Leasehold



03-MAY 2016

Rocky Mountain Metropolitan Airport

 3

Pilatus Lease Terms

Original Term: 10 years; expiring in 2026
 Renewal options: Four (4) 10-year renewal options, expiring in 2066
 Pilatus will have an Option and Right of First Refusal to lease an additional approximately 13 acres of land lying east of the lease parcel.

Months	Total SF	Cost Per SF	Annual Revenue
1-24	244,260	\$0.11 SF	\$26,869
25-36	244,260	\$0.21 SF	\$51,299
37-48	244,260	\$0.27 SF	\$65,950
49-60	244,260	\$0.35 SF	\$85,491

03-MAY 2016

Rocky Mountain Metropolitan Airport

 4

Pilatus – Public Improvements



03-MAY 2016

Rocky Mountain Metropolitan Airport

5

Pilatus – Future Development



03-MAY 2016

Rocky Mountain Metropolitan Airport

6

HANGAR GROUND LEASE
Rocky Mountain Metropolitan Airport
Broomfield, Colorado

By and Between

JEFFERSON COUNTY, COLORADO
ON BEHALF OF
THE ROCKY MOUNTAIN METROPOLITAN AIRPORT

11755 Airport Way
Terminal Building B-7
Broomfield, Colorado 80021
PH: (303) 271-4850
FAX: (303) 271-4875

And

PILATUS BUSINESS AIRCRAFT, LTD.

11755 Airport Way
Broomfield, Colorado 80021
PH: (303) 465-9099

Dated: May 10, 2016

HANGAR GROUND LEASE
ROCKY MOUNTAIN METROPOLITAN AIRPORT

THIS HANGAR GROUND LEASE (the “Lease”) is dated as of May 10, 2016 (the “Effective Date”) between **JEFFERSON COUNTY, COLORADO**, a body corporate and politic organized under the laws of the State of Colorado, on behalf of the **ROCKY MOUNTAIN METROPOLITAN AIRPORT** with an address of 11755 Airport Way, Terminal Building B-7, Broomfield, Colorado 80021 (the “County”), and **PILATUS BUSINESS AIRCRAFT, LTD.**, a Colorado corporation with a principal office address of 11755 Airport Way, Broomfield, Colorado 80021 (the “Lessee”).

RECITALS

- A. The County is owner and operator of the Rocky Mountain Metropolitan Airport (the “Airport”).
- B. The County has adopted, and may adopt or amend from time to time, Primary Guiding Documents (as defined below), including, without limitation, Minimum Standards and Regulations regulating operations from and upon the Airport.
- C. Lessee desires to occupy and use the Premises (as defined below) in accordance with the terms and provisions of this Lease and the Primary Guiding Documents.

ARTICLE I. DEFINITIONS

Capitalized words and terms shall have the following meanings in this Lease:

Section 1.01 “Airport” means the Rocky Mountain Metropolitan Airport which is owned by the County.

Section 1.02 “Airport Director” means the Director of the Airport appointed by the County.

Section 1.03 “Annual CPI Month” has the meaning set forth in Section 3.01(b) of this Lease.

Section 1.04 “County” means Jefferson County, Colorado.

Section 1.05 “Detailed Plans and Specifications” means drawings, maps or plans depicting the location, character, dimension and details of the Premises and all Improvements, each of which is incorporated into and made a part of this Lease.

Section 1.06 “Effective Date” is defined in the Preamble of this Lease.

Section 1.07 “Extended Term” has the meaning set forth in Section 5.02 of this Lease.

Section 1.08 “FAA” means the Federal Aviation Administration.

Section 1.09 “General Plans” means the information described on Exhibit 2 of this Lease.

Section 1.10 “Improvement” means any structure or other enhancement to be added to, or erected upon the Premises, including, without limitation, paving, fencing, grading and surfacing, underground and overhead wires, cables, pipes, tanks and drains; and all property of every kind and nature, which is attached to the Premises or which may not be removed without material injury to such structure, enhancement or the Premises.

Section 1.11 “Incident” has the meaning set forth in Section 9.08(a) of this Lease.

Section 1.12 “Lease” shall mean this Hangar Ground Lease between the County and Lessee dated May 10, 2016 and any amendment, extension or renewal thereof.

Section 1.13 “Lessee” is defined in the Preamble of this Lease.

Section 1.14 “Loss Options” has the meaning set forth in Section 3.04(c) of this Lease.

Section 1.15 “Major Damage” has the meaning set forth in Section 3.04(b) of this Lease.

Section 1.16 “Material Activity” has the meaning set forth in Section 3.09 of this Lease.

Section 1.17 “Option and Right of First Refusal” has the meaning set forth in Section 4.05 of this Lease.

Section 1.18 “Plan” has the meaning set forth in Section 3.10 of this Lease.

Section 1.19 “Premises” means the real property leased to Lessee under this Lease for Lessee’s use and occupancy. The Premises consists of a parcel of real property as more particularly described in Exhibit 1.

Section 1.20 “Primary Guiding Documents” means the aggregate compilation of policy documents adopted by the County, including, but not limited to, the General Umbrella Provisions, the Minimum Standards and the Rules and Regulations, as the same may be adopted, amended or re-enacted from time to time. Current copies of the Primary Guiding Documents are available at the Airport’s administration office and online at www.flyRMMA.com.

Section 1.21 “Public Improvements” has the meaning set forth in Section 4.01 of this Lease.

Section 1.22 “Records” has the meaning set forth in Section 3.09 of this Lease.

Section 1.23 “Rent” has the meaning set forth in Section 3.01(a) of this Lease.

Section 1.24 “Previous CPI” has the meaning set forth in Section 3.01(b) of this Lease.

Section 1.25 “Term” has the meaning set forth in Section 5.01 of this Lease.

ARTICLE II. LEASE AND USE OF AIRPORT FACILITIES

Section 2.01 Lease of Premises. As of the Effective Date, County leases to Lessee for the term specified in this Lease the Premises identified in Exhibit 1. The Lessee accepts this Lease subject to: (i) all easements, covenants and rights-of-way of use or of record and (ii) the Primary Guiding Documents. The County reserves the sole and exclusive right to grant or use additional easements, covenants or rights-of-way on, over, and across or under the Premises during the term of this Lease, provided that the County will not unreasonably interfere (and, in any case, any such interference will be of temporary nature only) with Lessee's quiet enjoyment or permitted uses of the Premises.

Section 2.02 Right to Inspect; Limited Acknowledgement. Subject to the provisions of 2.01, Lessee has had an opportunity to inspect the Airport and the Premises and acknowledges that the Airport and the Premises are fit for Lessee's use and enjoyment; provided, however that this acknowledgement does not extend to any environmental condition(s), hazardous waste material(s), toxic waste or other situation that violates or could reasonably be construed to violate any federal, state or local environmental, toxic waste, hazardous waste, safety or health law or regulation.

Section 2.03 Right to Conduct Environmental Assessment. (a) Within ninety (90) days following the Effective Date of this Lease, Lessee has the right, at its sole cost and expense, to conduct a Phase I environmental assessment of the Premises (a Phase I assessment and if necessary, in its reasonable opinion, a Phase II assessment) verifying that, within the generally understood limits of a Phase I environmental assessment, the conditions in, on, about and under the Premises are free of hazardous or toxic waste or any other environmental condition that could constitute a violation of any applicable federal, state or local environmental, toxic waste, health or safety law. The final report with respect to any environmental assessment, Phase I or Phase II, shall be provided to the County upon completion which shall be received by the County no later than one hundred twenty (120) days following the Effective Date of this Lease. If the results of any such environmental assessment indicates the possible presence of any hazardous waste or contamination in excess of any permissible limits or any other form of environmental, health or safety condition that could constitute a violation of any applicable federal, state or local environmental, toxic waste, health or safety law, then the County must immediately abate, remediate and remedy such health or safety condition or environmental contamination or condition and ensure that such conditions or contaminations are fully abated, remediated and remedied to the reasonable satisfaction of the Lessee. If the County refuses to so abate, remediate or remedy same or does not do so to Lessee's reasonable satisfaction, Lessee has the right to immediately terminate this Lease without any further or continuing obligation under this Lease or any cost, expense, or penalty and County must immediately return and refund any and all funds paid or entrusted to County in connection with this Lease.

(b) If during construction of the Improvements, environmental contamination that must under applicable law, inherently or based upon Lessee's intended use of the Premises, be abated, remedied or remediated is discovered that was not discovered in Lessee's Phase I or II reports, and was not caused by Lessee, its contractors or subcontractors, Lessee has the right to temporarily suspend construction activities in the affected area (and such suspension shall so extend the time for construction of the Improvements) and Lessee shall promptly give notice of

such contamination to the County. The County shall have the option to fully abate, remediate and remedy, to the reasonable satisfaction of the Lessee, such contamination. If the County refuses to so abate, remediate or remedy the contamination or does not do so to Lessee's reasonable satisfaction, the Lessee has the right to immediately terminate this Lease without penalty and the County must promptly return and refund any and all funds paid or entrusted to County in connection with this Lease. Upon such notice of termination, the Lessee shall use commercially reasonable efforts to restore the Premises to either a landscaped or dustcap paved condition if permitted by environmental laws and regulations, provided, however, that Lessee shall not be obligated to take any additional actions to abate, remediate or remedy the contamination.

(c) Notwithstanding anything contained herein, this Section 2.03 does not and shall not be construed as altering or modifying Lessee's limited acknowledgement under Section 2.02 nor modifying to any extent indemnification or other obligation contained herein.

Section 2.04 Construction of Improvements.

- (a) Lessee shall erect the Improvements on the Premises; as such Improvements are more fully described in the General Plans attached to this Lease as Exhibit 2. Construction of the Improvements shall commence and be substantially completed within two years of the Effective Date, unless such time is extended pursuant to the terms of this Lease; provided, however, that any such extension of time shall not be unreasonably delayed or withheld if the Lessee is using commercially reasonable, diligent efforts to complete the construction. The County shall consider the Premises substantially completed upon receipt by Lessee of a Certificate of Occupancy for the Premises. The Jefferson County Building Department and the North Metro Fire District must issue such Certificate of Occupancy. In the event Lessee fails to obtain a Certificate of Occupancy for the Premises within the time frame specified above including extensions, the County shall have the option to terminate this Lease by giving not less than one hundred eighty (180) days written notice, if Lessee has not cured such failure by the end of such one hundred eighty (180) day period.
- (b) Following the Effective Date of this Lease, but no later than July 1, 2016, Lessee shall submit Detailed Plans and Specifications to the County, which shall include plans (as necessary in light of the overall design of the Improvements) for drainage, parking (covered and/or uncovered), sidewalks, landscaping, construction details, fire protection systems, lighting, utilities, architectural drawings depicting elevation, layout and colors, containment areas for construction equipment and materials, building footprint, curbs and gutters, fencing and gates and any other information which may reasonably be required by the County. If Lessee is required to construct utility improvements on land parcels adjacent to the Premises, Lessee shall have the right to seek reimbursement from the owners and occupiers of such adjacent land parcels.
- (c) Lessee shall not commence construction of any Improvement until: (1) Lessee has obtained County approval for the Detailed Plans and Specifications, (2) Lessee has obtained a building permit from the County, (3) Lessee has complied with all applicable Planning and Zoning Department regulations, (4) Lessee has executed a contract for

construction, (5) Lessee has obtained notice to proceed from the Airport (which shall not be unreasonably withheld or delayed) and (6) Lessee has obtained such other permits or approvals as may be required by law, including, but not limited to, FAA Form 7460-1 (Notice of Proposed Construction or Alteration). All Improvements shall be designed and constructed in a competent, professional and skillful manner, in accordance with the Detailed Plans and Specifications and in compliance with the Primary Guiding Documents and applicable law. All construction shall comply with the County's grant assurance obligations to the FAA, as such assurances may be amended from time to time. Lessee represents and warrants that it has knowledge of, and is familiar with, such grant assurances and that no offset or other consideration will be sought by Lessee from the County for any misinterpretation by Lessee of the County's obligations to the FAA unless Lessee has reasonably relied upon any interpretation of the County as respects the County's obligations to the FAA. Lessee shall comply with the notification and review requirements of Federal Aviation Regulations, Part 77, applicable environmental processes with respect to the construction or modification of any Improvement. In the event of a conflict between the Detailed Plans and Specifications or any applicable legal requirement, the applicable legal requirement shall prevail. Upon completion of an Improvement, Lessee shall restore all areas disturbed by Lessee's construction activities, whether or not such areas are located outside the Premises, to the general condition existing prior to construction. Restoration of such areas shall include all reasonably necessary grading, seeding or landscaping.

- (d) Due Diligence Period. Beginning on the Effective Date of this Lease, Lessee shall have a period of one hundred twenty (120) days to conduct due diligence to determine whether the Premises are fit for the construction of Improvements (the "Due Diligence Period"). If, during the Due Diligence Period, Lessee determines that in its reasonable opinion the Premises are unfit for construction of Improvements, it has the right and may immediately terminate this Lease. If Lessee exercises its right to terminate the Lease under this Paragraph 2.04(d), the County shall refund all monies, and deposits paid by the Lessee back to the Lessee. All County construction obligations under this Lease, including any required utility extensions, shall be tolled during the Due Diligence Period.
- (e) The construction of the Improvements includes construction of a ramp, which shall be built to a minimum weight bearing capacity of 35,000 pounds for dual wheel aircraft and shall comply with FAA criteria for pavement design and FAA 7460 procedures and shall be maintained by the Lessee as a part of the Premises. Design and construction of the ramp shall be subject to the County's review and approval, which review and approval shall not be unreasonably withheld or delayed. Once the ramp is constructed and accepted by the County, it shall be a public ramp for use by the Airport and its operations and shall be common area of the Airport, subject to the Lessee's Option and Right of First Refusal as described in Section 4.05 below.
- (f) Lessee shall diligently pursue construction of any Improvement until completion. Lessee shall provide the County with as-built plans within sixty (60) days after completion. Improvements as approved in the Detailed Plans and Specifications shall not be removed, expanded or materially altered without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Lessee will provide the following

forms of stamped as-built drawings: three (3) sets of 11"x17" plans; three (3) copies of electronic files (*.DWG format) on compact disc; and three (3) engineer stamped legal size copies. If Lessee fails to provide the as-built drawings within sixty (60) days following the written request of the County, the County has the right to obtain copies of the drawings at the Lessee's expense.

Section 2.05 Alterations to Improvements. During the Term and any Extended Term of the Lease, the Lessee shall not make any material alteration, addition or improvement to the Premises or the Improvements without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Any alterations, additions or improvements approved by the County shall be subject to the same requirements as the construction of any other Improvement. Any alteration, addition or improvement made by the Lessee, whether or not consent shall have been given, and any fixtures installed as a part thereof, other than trade fixtures, shall become a part of the Improvements. Such alterations, additions or improvements will not constitute grounds for extending the term of this Lease.

Section 2.06 Use of Premises and Airport. The Premises shall be used and occupied by Lessee for aviation and business use, which shall include construction and operation of hangar, conference and office space, aircraft storage, aircraft completions, aircraft paint, aircraft assembly, aircraft maintenance and operations and other uses related to the foregoing. Lessee is prohibited from all other uses, including conducting any other aviation or non-aviation activity on or from the Premises without the prior written consent of County.

Section 2.07 Access Control. Lessee shall provide, construct and install fences and gates that control vehicle access to and from the Premises (card read in/card read out will be required for electric/automatic gates). Such fences and gates shall be included in the Detailed Plans and Specifications. All fences and gates shall be: (1) compatible with the Airport's access control system, as applicable, (2) substantially similar to the type and style of perimeter fence at the Airport and (3) turned over to the County upon completion of installation and County approval and acceptance. To the extent necessary, Lessee shall also provide appropriate protection to the public from the effects of prop and jet blast from or across Lessee's ramp, through installation of blast fences and landscaping. The blast fences shall be of a similar type and quality currently existing at the Airport. All such access control measures shall be included in the Detailed Plans and Specifications. Lessee shall demonstrate, to the County's reasonable satisfaction, that its access control system is compatible with the Airport's access control system.

Section 2.08 Liens. Except for a mortgage lien or a lien securing a leasehold deed of trust, and except for a lien resulting from County's failure or delay in making the payments required under Article IV hereof for Public Improvements (collectively, "Permitted Liens"), Lessee shall not permit, and shall promptly remove, any lien of any nature placed on the Premises or any Improvement, whether arising out of construction, repairs, work or labor performed, or materials furnished by, Lessee or any of its contractors, subcontractors or suppliers. If any time a lien or encumbrance is filed or recorded against the Premises, other than a Permitted Lien, as a result of the Lessee's failure to satisfy the same the Lessee shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded, the Lessee agrees it will deposit with the County an amount in cash equal to one hundred fifty percent (150%) of the amount of the lien filed or post a statutory

lien bond removing the liens from the Premises. If the lien or encumbrance remains sixty (60) days from the date it is filed or recorded, the County shall have the right, but not the obligation, to remove the lien or encumbrance by any means necessary; and the County shall charge any costs and expense of such removal action as Additional Rent to the Lessee.

ARTICLE III. OBLIGATIONS OF LESSEE

Section 3.01 Rentals and Charges.

- (a) Rent. Lessee shall make annual rental payments (the “Annual Rent”) for the Premises over the first 60 months, payable in twelve monthly installments in advance on the first day of each month in accordance to the amounts set forth in the table below.

Months Applicable	Square Footage	\$ per Square Foot	Annual Rent	Monthly Payment
1-24	244,260	\$0.11 sqft./year	\$26,869	\$2,239
25-36	244,260	\$0.21 sqft./year	\$51,295	\$4,275
37-48	244,260	\$0.27 sqft./year	\$65,950	\$5,496
49-60	244,260	\$0.35 sqft./year	\$85,491	\$7,124

Lessee shall pay, as “Additional Rent”, all other payments of whatever nature that Lessee has agreed to pay or assume under the terms and provisions of this Lease Annual Rent and Additional Rent may be referred to collectively as “Rent.” Annual Rent is calculated by multiplying the gross area of the land that comprises the Premises, or 244,260 square feet, by the applicable dollar per square foot rate set forth in the table above. The payment of Rent shall begin on July 1, 2016 (the “Rent Commencement Date”).

- (b) CPI Calculation. Effective January 1st, following the 61st calendar month after the Rent Commencement Date, and continuing each third January 1 thereafter, the Annual Rent shall be adjusted by comparing the consumer price index for all urban consumers (the “CPI”) for the month of July (the “Annual CPI Month”) with the CPI for the previous year in July (the “Previous CPI”). If the current year CPI is greater than the preceding year’s CPI, Rent shall be increased according to the following formula:

$$A(1+[(\text{Current Year CPI} - \text{CPIP})/\text{CPIP}])$$

Where A = Annual Rent and $CPIP$ = CPI applicable to the prior year. The product shall be the Increased Annual Rent Amount for the year being calculated.

The Increased Annual Rent Amount shall become the Annual Rent payable under the Lease, effective the January 1st, following the 61st calendar month after the Rent Commencement Date. A similar calculation will be made each of the next three years relating to the Increased Annual Rent; provided, however, the actual Annual Rent amount shall only be increased by the calculated amount every third year. Each year's annual increase in Increased Annual Rent shall not exceed 3%.

By way of illustration of the foregoing, if the Increased Annual Rent Amount (and therefore the Annual Rent payable) beginning January 1, 2027 were \$150,000, then if the CPI increases were 2.75% between July 2026 and July 2027, the Increased Annual Rent Amount would be \$154,125 ($\$150,000 \times (1+.0275)$) for 2028, but the Rent payable would remain at \$150,000 for 2028; 2.8% between July 2027 and July 2028, the Increased Annual Rent Amount would be \$158,440.50 ($\$154,125 \times (1+.028)$) for 2029, but the Rent payable would remain at \$150,000 for 2029, and the Rent payable would be increased to \$158,440.50 for years 2030, 2031 and 2032, the Rent payable to be adjusted again effective 2033 for the cumulative CPI Increased Rent Amounts over the three previously July-July periods.

Rent shall be adjusted according to this Section for the remainder of the term and any renewal terms. Any increase in Annual Rent shall commence on the first day of January following the Annual CPI Month. If the CPI is no longer published, Rent shall be adjusted in accordance with a comparable index as determined by the U.S. Department of Labor. In no event shall the amount of Annual Rent be reduced.

- (c) Security Deposit. On the Effective Date, Lessee shall post a security deposit equal to Zero Dollars (\$0) in the form of an unconditional irrevocable letter of credit, cash or certified funds. The amount of the security deposit is refundable upon providing the County with a Certificate of Occupancy within the time frames specified in this Lease. If any Certificate of Occupancy is not obtained within the specified timeframe specified in Section 2.04(a) including extensions, the County shall have the option to retain the security deposit. This remedy is in addition to any other remedy available to the County at law or in equity.
- (d) Manner of Payment. All amounts due under this Lease shall be paid to the County at its office at 100 Jefferson County Parkway, Accounting Department, Suite 4560, Golden, Colorado 80419 or at such other place as the County may hereafter reasonably designate, and shall be made in legal tender of the United States. All checks shall be subject to collection and Lessee shall pay all bank charges incurred by the County as a result of dishonor. Any Rent or fees not received by the County within thirty (30) days of the applicable date due shall incur a late fee equal to ten percent (10%) per annum of the amount due. The County shall apply all payments received first, to past due amounts and second, to current rent and fees.

Section 3.02 Maintenance of Premises.

- (a) Lessee shall keep and maintain the Premises and Improvements (including any driveways and the ramp), except the County Maintained Public Improvements defined below, in good working order and repair and in a safe and sanitary condition. Maintenance shall include, without limitation: using paint in colors approved by the County; maintaining electrical and plumbing; conducting structural repair and window replacement; trash disposal; paving, and roads associated with this Lease; sealing; dust control; landscaping; snow plowing and removal; mowing; and weed control. The County Maintained Public Improvements shall include the improvements to Simms Street and the drainage improvements that are located outside the leased Premises that are constructed by the Lessee in accordance with the Detailed Plans and Specifications.
- (b) Lessee shall use reasonable commercial efforts to ensure the useful life of the Premises and any Improvements on the Premises during the Term. Such methods and maintenance shall include, without limitation: inspecting for signs of rust or peeling; inspecting and repainting wall panels when chipping or peeling reaches 5% of the total gross wall area; inspecting roof panels for rust or corrosion; inspecting caulking around roof lights and penetrations; inspecting overhead door lift cables for fraying and replacing when necessary; lubricating overhead door control box spindle and drive chains every six months; checking limit switches for proper adjustment; and recharging fire extinguishers every 12 months.
- (c) If Lessee fails to comply with this Section, the County will provide a written notice to Lessee that requires Lessee to commence compliance with such maintenance obligations within thirty (30) days of receipt of such notice. If Lessee fails to comply with such notice, the County shall have the option to conduct the necessary maintenance on behalf of Lessee and bill Lessee for any reasonable costs incurred in connection therewith as Additional Rent, or to terminate this Lease. Lessee shall pay the County within ten days of receipt of any such bill for County maintenance of the Premises.

Section 3.03 Inspection of Premises; Utility Easement.

- (a) If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates the County's access to the Premises in the County's sole discretion, the County shall have the right to enter upon and inspect the Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease. In all cases excepting an emergency, the County shall give Lessee forty-eight (48) hours prior written notice (except in case of emergency when no prior notice is required), which shall specify the particular purpose for entering onto the Premises.
- (b) The County reserves for itself, the City and County of Broomfield and any public utility, the right to enter onto the Premises and undertake actions reasonably necessary to repair, replace, extend and/or maintain any and all utility lines and facilities on and under the Premises which serve other uses at the Airport; provided that if such utility repair, replacement or maintenance causes damage to the Premises, the Premises shall be restored to its prior condition. If Lessee is unable to effectively use and occupy the Premises during such utility repair, replacement or maintenance, then Rent shall be

abated during any such period of such non-occupancy and non-use and Lessee shall be provided with alternate and commercially reasonable premises at the Airport for the use and maintenance of its aircraft and related purposes at the Airport.

Section 3.04 Insurance.

- (a) Lessee shall carry insurance with an insurance company that is financially acceptable to the County and is qualified to transact business in Colorado. Such insurance shall insure Lessee against, and name the County as an additional insured with respect to liability for personal injury, death or property damage that occurs in connection with: (1) Lessee's use and occupancy of the Premises and Improvements and (2) Lessee's activities on the Airport. Such insurance shall consist of liability requirements not less than those currently set forth in the Primary Guiding Documents for a "Non-Commercial Hangar Developer/Operator" (see the attached Exhibit 3) as the same may be amended from time to time.
- (b) Lessee shall insure the Premises and any Improvement against loss by fire and other casualty in an amount not less than the full replacement value. If damage to, or destruction of, all or part of the Premises or Improvements occurs, Lessee shall restore the same to the condition that existed prior to such damage or destruction. Lessee shall pay any applicable deductible and use the proceeds of insurance in connection with such restoration. The insurance proceeds shall be devoted first to the repair or replacement of any Improvements, and thereafter, Lessee may retain the remainder (if any) of any such insurance proceeds. If the Premises or Improvements sustain damage greater than fifty percent (50%) of its replacement value ("Major Damage"), Lessee shall have the option to:
 - (i) Pay any applicable deductible and repair the Major Damage utilizing any available insurance proceeds in addition to covering all costs not covered by insurance; provided that if the Lessee gives written notice to the County of its intent to repair within thirty (30) days after the Major Damage occurs, then the County agrees that Rent for the Premises shall be abated for a period of up to 120 days or until completion of the repairs, whichever occurs first; or
 - (ii) Terminate the Lease by providing written notice to the County. In such event, Lessee shall remove all damaged Improvements that can reasonably be removed without causing damage to adjoining hangars and return the Premises to a condition suitable for future construction. In the event the Major Damage occurs during the initial ten year Term of the Lease, the Lessee shall pay the County an amount equal to the aggregate insurance proceeds received, or anticipated to be received, by the Lessee minus the actual expenses incurred by Lessee in returning the Premises to a condition suitable for future construction, multiplied by a fraction, the denominator of which is the total number of months in the current Lease term and the numerator of which is the total number of months the Lease has been in effect (see formula below). The following formula shall be used for calculating amounts due to the County:

$$(I - E)(M/TM)$$

Where:

I = aggregate insurance proceeds; E = actual expenses incurred; TM = total number of months in the current lease term; and M = number of months the Lease has been in effect.

In the event the Major Damages occurs during any Extended Term, the Lessee shall pay the County an amount equal to the aggregate insurance proceeds received, or anticipated to be received, by the Lessee minus the actual expenses incurred by Lessee in returning the Premises to a condition suitable for future construction.

Lessee shall obtain the County's prior written approval with respect to all plans and specifications for the repair and restoration of the Premises as provided in this Lease.

- (c) If Lessee fails to comply with its obligations in Section 3.04(b)(i) or Section 3.04(b)(ii) above (collectively, the "Loss Options"), the County may act on behalf of Lessee and may require Lessee to reimburse it for all reasonable costs and expenses incurred by the County in connection therewith. The County may also treat the failure of Lessee to comply with its obligations in connection with the Loss Options as a default under this Lease and may proceed with any remedy available to it.
- (d) If Lessee fails to obtain and maintain insurance, the County may obtain insurance coverage on behalf of Lessee, and the amount of any premium paid by the County for such insurance shall be immediately payable by Lessee to the County. The County may also treat the failure of Lessee to obtain insurance as a default under this Lease and may proceed with any remedy available to it.
- (e) Lessee may insure the Premises and Improvements in such additional amounts and for such other risks as Lessee deems appropriate.
- (f) Within thirty (30) days of this Lease and at any time and from time to time upon request by the County, Lessee shall furnish the County with evidence that the County is named as an additional insured under Lessee's policy and evidence that the indemnity owed to the County by Lessee under this Lease is covered. Any such policy cannot be terminated or modified except upon 30 days advance written notice to the County.
- (g) Lessee assumes the risk of loss or damage to the Premises and its contents, whether from windstorm, fire, theft, accident, earthquake, snow, water damage or any other cause whatsoever.

Section 3.05 Waiver of Subrogation. The County and Lessee each agree to waive all rights of recovery against the other if any damage, claim, loss or liability sustained by such party is covered and paid for by insurance.

Section 3.06 Indemnification. Lessee shall indemnify, defend and hold the County, its officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys fees) arising from the acts and omissions of Lessee and its officers, managers, employees, agents and invitees that occur on or about the Airport and the Premises.

Section 3.07 Effect of Laws and Regulations. If the County is obligated to incur costs in connection with the implementation of any future federal, state or local law or regulation affecting operations at the Airport, the County shall call a meeting for the purpose of determining methods of compliance and contribution from Lessee and others similarly situated, of all such costs. Lessee agrees to attend such meeting and negotiate in good faith with respect to its share of contribution for such costs.

Section 3.08 Associated Costs. Lessee shall obtain all necessary water, sewer, fire protection, telephone and utility services to the Premises and shall pay all associated costs, fees and assessments. All costs in connection with the use and occupancy of the Premises, including payment of taxes and assessments of any kind on Lessee's operations, any Improvement or the Premises shall be the responsibility of Lessee.

Section 3.09 Maintenance and Inspection of Records. If Lessee operates a fuel farm or handles or stores hazardous substances or hazardous waste on the Premises (each, a "Material Activity"), Lessee shall keep and maintain true, complete and correct records and other documentation that are usually kept in the ordinary course of business and show all transactions in connection with such Material Activity (collectively, the "Records"). The Records shall be reasonably detailed in order that the County may review and assess any such Material Activity. The Records shall be available at the Premises, and the County shall have the right, upon two business days' advance notice and during ordinary business hours to inspect and copy the Records.

Section 3.10 Noise Abatement. Lessee shall ensure that all pilots operating Lessee's aircraft are aware of, and comply with, the Airport Noise Abatement Plan (the "Plan"). Lessee shall make good faith efforts to ensure that all operations by Lessee, its agents and employees comply with the Plan unless, in the judgment of the pilot in command, operations in compliance with the Plan, under the circumstances then existing, would result in an unreasonable risk of harm to person or property, and there is no prudent or feasible alternative to deviation from the Plan.

Section 3.11 Representations and Warranties of Lessee. Lessee represents and warrants to the County as follows:

- (a) Lessee is a Colorado corporation in good standing and is qualified to conduct business in Colorado.
- (b) Lessee has all requisite power and authority to enter into, and perform its obligations under, this Lease.
- (c) All requisite entity action authorizing Lessee to enter into, and perform its obligations under, this Lease have been duly taken and approved.

- (d) The execution, delivery and performance of this Lease by Lessee does not and will not:
 - (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) Lessee's article of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which Lessee is bound or affected.
- (e) Lessee understands and shall comply with Colorado Revised Statutes §18-8-301, et seq. (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, et seq. (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.
- (f) No officer or employee of the County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by Lessee upon the Premises.

ARTICLE IV. OBLIGATIONS OF THE COUNTY

Section 4.01 Public Improvements Subject to Reimbursement. The County has agreed to participate in the construction of certain aspects of the Improvements which benefit the Airport and the County, up to a gross financial contribution totaling One Million US Dollars (US\$1,000,000.00) as set forth herein. The Lessee shall be responsible for any or all costs associated with completion of all of the Improvements, including the Public Improvements as defined below and identified in Exhibit 4 attached hereto, extending beyond the County's obligation.

- (a) Improvements Subject to Reimbursement. The Parties agree that certain aspects of the proposed Improvements will benefit the Airport and the County and therefore the County desires to offset some of the costs associated with the following Improvements (the "Public Improvements"):
 - (i) Improvements required to Simms Street including, but not limited to, lane widening, turn lanes, acceleration and deceleration lanes (as applicable);
 - (ii) Site utilities including, but not limited to, water, storm and sanitary sewer to the boundary of the Premises;
 - (iii) Fencing/gates that are outside of the Premises;
 - (iv) The common driveway(s) which lead to the property and connect the Premises to Simms Street; and
 - (v) The public aircraft ramp/apron.
- (b) Acceptance of the Improvements. Upon completion of all of the Improvements (except the Public Improvement as provided in subparagraph c below) in accordance with the Detailed Plans and Specifications, the Lessee shall notify the County that the work is complete and ready for final inspection by means of a letter of completion. The letter of completion shall also include a letter from an engineer licensed in the State of Colorado

stating that all of the Improvements have been constructed in accordance with the Detailed Plans and Specifications.

- (c) Acceptance of the Public Improvements. In order ensure the orderly development of the parcel and to prevent numerous contractors from performing work in the area simultaneously and creating potential conflicts, the County and the Lessee agree that the Lessee and its contractors, engineers and agents shall be responsible for the construction of all of the Improvements, including the Public Improvements eligible for reimbursement hereunder. Upon completion of all of the Public Improvements in accordance with the Detailed Plans and Specifications, the Lessee shall notify the County that the work is complete and ready for final inspection by means of a letter of completion. The letter of completion shall also include a letter from an engineer licensed in the State of Colorado stating that all of the Public Improvements have been constructed in accordance with the Detailed Plans and Specifications. Within ten (10) working days after receipt of the letter of completion, the County shall make a final inspection to determine whether the Public Improvements have been completed in accordance with the Detailed Plans and Specifications and shall submit a written list of any defects to the Lessee. The parties acknowledge and agree that the Jefferson County Transportation and Engineering Division shall be the judge of the acceptability of the work on the Public Improvements by the Lessee and its contractors or agents shall address with specificity all defects itemized by the County in their written list. The Lessee shall promptly correct any defects without additional cost to the County within ten (10) working days after receipt of the list of defects or, if later, the final determination by the Jefferson County Transportation and Engineering Division in the case of a disagreement about the list of defects. If any defects cannot be corrected within ten (10) working days, the Lessee, or its contractor or agent, shall correct such defects promptly and with due diligence. The County will provide a letter to the Lessee indicating the date that the Public Improvements have been accepted by the County (which acceptance shall not be unreasonably withheld or delayed) and when the warranty period as defined in Section 4.01(d) below commences (the "Final Acceptance").
- (d) Warranty of Public Improvements. The County shall be named as a third party beneficiary in any construction contract relating to the Public Improvements, and as a contingent beneficiary of any construction contract relating to all other Improvements conditioned upon the transfer of title to such other Improvements to the County pursuant to the terms of this Lease. The Lessee shall include a one (1) year warranty on all work on the Public Improvements from its contractor commencing upon Final Acceptance of the Public Improvements (the "Warranty Period") into the terms of any construction contract. During the Warranty Period, the Lessee, or by contract the Lessee through its contractor, shall promptly replace any materials or re-perform any portion of the work on the Public Improvements found to be defective within the Warranty Period without expense to the County. If the Lessee or the Lessee's contractor fails to proceed promptly in accordance with these guarantees, the County may have the work performed at the expense of the Lessee and such amounts shall be added as Additional Rent to the next monthly payment.

- (e) Payment for Public Improvements. The Lessee and its contractor shall prepare itemized invoices for the work performed on the Public Improvements stating the percentage of Work that has been completed and type of services performed, at its sole cost, which shall include sufficient detail to enable the County to verify the appropriateness of the invoice. Such invoices shall be submitted to the County no more frequently than once every calendar month. Each invoice shall be subject to review and approval by the County, which approval shall not be unreasonably withheld or delayed. The County shall not be required to pay items disputed in writing until the dispute is resolved. Upon approval of the amounts within the invoices for the Public Improvements, the County shall pay the contractor directly for the construction directly the amount as indicated in the invoices, but not to exceed One Million US Dollars (\$1,000,000.00) subject to the phasing set forth below. The parties further agree that the County will not be required to reimburse expenses in excess of Six Hundred Fifty Thousand US Dollars (\$650,000) for invoices submitted during the time period from July 1, 2016 thru June 30, 2017 and that the amount remaining of the One Million US Dollar (\$1,000,000.00) total amount eligible for payment for invoices submitted after June 30, 2017 shall fairly reflect not less than the percentage of work to be completed from and after the work-through date reflected in the June 2017 invoice. Beginning July 1, 2017 thru completion of construction, the County will reimburse expenses based upon approved invoices up to one hundred percent (100%) of the work, but not to exceed One Million US Dollars (\$1,000,000.00). It is the intent of this paragraph that (i) the County shall in no event be obligated to reimburse more than One Million US Dollars (\$1,000,000.00) for the Public Improvements, (ii) the County shall not be obligated to pay more than Six Hundred Fifty Thousand Dollars (\$650,000) of the reimbursement amount before July 1, 2017, and (iii) that regardless of when work is performed on or invoiced for the Public Improvements, upon the completion of the Public Improvements and acceptance thereof by the County, the reimbursement paid by the County under this paragraph shall be the lesser of the actual cost of such work or One Million US Dollars (\$1,000,000.00).

Section 4.02 Quiet Enjoyment. Lessee has the right of undisturbed, peaceful and quiet enjoyment of the Premises throughout the Term of this Lease.

Section 4.03 Access to Premises. The County shall provide reasonable access within the Airport for the use, extension and maintenance of utilities, such as electricity, gas, phone, water and sewer, to the Premises.

Section 4.04 Right of Access. In addition to all other rights and benefits conferred on the Lessee by this Lease, the Lessee has the right to the non-exclusive and unobstructed use, in common with others, of all common areas of the Airport including but not limited to runways, taxiways, aprons, roadways and other conveniences for the take-off, flying and landing of aircraft; easements, rights of way, parking areas, buildings, structures and all appurtenances and improvements of such common areas, and the right of unobstructed ingress and egress to the Premises; which rights shall extend to the Lessee's employees, vendors, suppliers, contractors, and invitees.

Section 4.05 Option and Right of First Refusal.

- (a) Option. The County grants to Lessee the option to lease any or all of the land, including the Ramp Option Area and the Expansion Option Area (collectively, the “Option Property”) identified on Exhibit 5 attached hereto under the following terms and conditions (the “Option”). The Lessee may elect to lease any portion of the Option Property so long as such area is adjacent to and contiguous with the then-existing Lease Premises. For purposes of clarity, if the Lessee elects to lease any Option area, the Lessee will be required to lease the Ramp Option Area, but the Lessee may elect to lease only the Ramp Option Area as well. The Lessee may exercise the option to lease the Option Property at one time or the Lessee may lease the Option Property in different phases and exercise the right to lease less than all of the Option Property, so long the option is exercised as to land that is contiguous to the then-existing Lease Premises as more particularly identified below.
- (i) Option Property Lease Rates. The lease rental rate for the Ramp Option Area shall be the then current Rent rate for the Premises under the terms of Section 3.01(a) the Lease, increasing from time to time the same as the original Lease Premises pursuant to Sections 3.01(a) and (b). The lease rental rate for the Option Property identified in the Lessee’s first Option exercise with respect to the Expansion Option Area (the “First Option”) (excluding the Ramp Option Area which shall be leased at the Rent rate as set forth in the preceding sentence) shall be the lesser of (I) the then current Rent rate under the Lease as provided in Sections 3.01(a) and (b); or (II) the then current unimproved rent rate regularly charged by the County with respect to the First Option Property; provided, however, the Lessee shall only receive the benefit of the unimproved rent rate on the First Option Property for a maximum period of two (2) years commencing on the first day of the month after the date of exercise of First Option and continuing for two (2) years or until the Lessee receives a Certificate of Occupancy for the First Option Property, whichever occurs first; upon Certificate of Occupancy or expiration of the two (2) year period thereafter the Rent shall be the current Rent rate under the Lease paid for the Lease Premises pursuant to Sections 3.01(a) and (b) above. The lease Rent rate for any additional Option Property area after the First Option shall be negotiated in good faith between the parties at the time of exercise. The Lessee may request from the County the current unimproved rent rate charged at the Airport at any time.
- (ii) Exercise of Option. The Lessee may exercise its Option to lease any or all of the Option Property during the Term or any Extended Term, so long as the Lessee is not in default of any of its obligations under the Lease. The Lessee shall notify the County in writing of its desire to exercise the Option to lease and include a description of the property that is to be added to the Lease Premises; provided, however, such area must be contiguous to the then-existing Lease Premises. Promptly following receipt of the written notice to exercise Lessee’s Option, the County will prepare an amendment to the Lease to reflect the exercise of the Option and incorporate that area into the Lease at the Lease Rent rates described above.
- (iii) Term of the Option. The Option to lease the Option Property shall remain in effect for the Term and any Extended Term of this Lease. The Option will terminate as to the applicable portion of the Option Property if the Lessee declines or fails to lease

the area as described in the Right of First Refusal section below and the County and third party tenant thereupon executes a lease of such property on the terms described in the Right of First Refusal section below. Option Property not so leased shall continue to be subject to Lessee's rights to option and its Right of First Refusal, and the requirement that the portion of the Option Property elected by Lessee be contiguous to the Lease Premises shall be waived if the only reason for a failure of contiguity is the portion of the Option Property leased by such third party. The Option shall terminate if this Lease terminates for any reason.

- (b) Right of First Refusal. If and when the County enters into discussions with a third party who is potential tenant of all or any part of the Expansion Option Area that the County believes, in its sole and reasonable judgment, is likely to result in a bona fide offer, the County shall notify the Lessee in writing providing the potential area to be leased by the third party in order to give the Lessee time to consider whether or not it may wish to exercise its Option as provided in this Section 4.05 or the right of first refusal contained herein if such right matures. If the County receives a bona fide offer from a third party to lease all or a part of the Option Property which offer the County desires to accept (an "Offer to Lease"), then the County shall provide written notice to the Lessee of the County's receipt of such offer and the land that is proposed to be leased (the "Notice of Offer").
- (i) Exercise by the Lessee. The Lessee shall have thirty (30) days after receipt of a Notice of Offer within which to notify the County of the Lessee's election to exercise Lessee's right of first refusal and lease the subject property on the same terms as set forth in Section 4.05(a)(i) regarding exercise of the Option. If the Lessee elects to exercise its right of first refusal by providing notice within the time period set forth above, the County and the Lessee shall proceed with creating an amendment to the Lease with the terms as set forth in this Section 4.05. In the event that the Lessee gives notice it is not exercising its right of first refusal or the Lessee does not provide the County with notice within thirty (30) days after receipt of the Notice of Offer as set forth above, the County may lease the property to such third party free and clear of the terms of this right of first refusal and of any rights of the Lessee. The Lessee shall, upon request by the County, execute and deliver an instrument in recordable form appropriate to evidence the Lessee's relinquishment of its rights under this right of first refusal with respect to such transaction. Notwithstanding any such relinquishment, the Lessee's rights under this Section shall remain in effect with respect to any part of the Option Property not covered by the Offer to Lease, and if the transaction contemplated by the Offer to Lease fails for any reason to close, with respect to any subsequent offer to lease all or any part of the Option Property.
- (ii) Term. The right of first refusal to lease the Option Property shall remain in effect for the Term and any Extended Term of this Lease, so long as the Lessee is not in default of any of its obligations under the Lease. The right of first refusal shall terminate if this Lease terminates for any reason.
- (c) Memorandum of Lease. Upon execution of this Lease, the County shall record with the Jefferson County Clerk and Recorder a Memorandum of Lease in the form attached

as Exhibit 6 to this Lease, which Memorandum of Lease shall reference this Option and right of first refusal.

ARTICLE V. TERM

Section 5.01 Term. The initial term of this Lease shall be from the Effective Date and end ten (10) years after the Rent Commencement Date, or June 30, 2026 (the “Term”).

Section 5.02 Option To Extend. The Lessee may extend this Lease for four (4) additional ten (10) year periods (each an “Extended Term”). The Lessee may exercise the option to extend by providing written notice to the County no later than 12 months prior to the expiration of the initial Term or the then-current Extended Term; provided, however, that Lessee shall not have the option to extend this Lease if Lessee is in breach or default of the performance of its obligations under this Lease.

Section 5.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, the County shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any renewal hereof without the written consent of the County shall be construed to be a month-to-month tenancy at sufferance, at 150% of the Annual Rent payable during the last month of the initial Term or the renewal term thereof, whichever is applicable (prorated on a monthly basis, the “Holdover Rent”), but shall otherwise be subject to all of the terms and conditions of this Lease. Nothing herein contained nor the County’s acceptance of such Holdover Rent, however, shall be construed as precluding or operate to preclude the County from exercising any legal or equitable remedies, including specifically, without limitation, those set forth in this Lease. Notwithstanding anything to the contrary contained in this Section, the Lessee shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the Term of the Lease; provided, however, under no circumstances shall the Lessee remain in possession of the Premises more than ninety (90) days from the expiration of the Lease as extended without a executed lease amendment for extension.

ARTICLE VI. EMINENT DOMAIN; CONDEMNATION

Section 6.01 General. If, during the term of this Lease, all the Premises or Improvements (or a substantial part thereof) are taken in eminent domain, or are conveyed under threat of condemnation proceedings (a “taking”), then this Lease shall forthwith terminate upon such taking as if the term expired as of the date of such taking; provided that rent and any other amounts due and payable under this Lease shall be paid to the County by Lessee as of the date of such taking.

Section 6.02 Partial Taking. If, during the term of this Lease, only a part or portion of the Premises or Improvements is taken in eminent domain, or are conveyed under threat of condemnation proceedings (a “partial taking”) and the parties agree that the taking of such portion does not make it unreasonable for Lessee to use the remaining portion thereof for the uses contemplated by this Lease, then this Lease shall not terminate. Effective as of the date of any such partial taking, Rent due under this Lease shall be reduced in accordance with the following formula:

$$(X - Y) \times R = Z.$$

Where: X = the total square footage of the Premises prior to the partial taking;

Y = the total square footage of that portion of the Premises taken in the partial taking;

R = the amount (in dollars) per square foot charged by the County to Lessee prior to the date of the partial taking; and

Z = the adjusted Annual Rent due after the date of the partial taking.

Section 6.03 Award. If an award is made for a taking or partial taking of the Premises in condemnation proceedings, the County is entitled to all amounts awarded or paid for such taking or conveyance of the Premises. If an award is made for a taking or partial taking of the Improvements in condemnation proceedings, the Lessee is entitled to all amounts awarded or paid for such taking of the Improvements and/or personal property.

Section 6.04 No Other Rights. Lessee agrees that, except as provided in Section 6.03, in no event shall it have any other right or claim against the County for any other amounts awarded in connection with a taking.

Section 6.05 Miscellaneous. As used in this Article, condemnation proceedings shall include a voluntary conveyance by the County of all or any portion of the Premises made under threat of the exercise of the right of eminent domain, and the date of taking shall be the date title to the Premises (or portion thereof) vests in a condemning authority or on the date a condemning authority takes possession of the Premises (or portion thereof), whichever is earlier. Lessee agrees to promptly execute any document or instrument that may be reasonably required in order to facilitate collection by the County and Lessee of any award pursuant to this Article.

ARTICLE VII. TERMINATION, SURRENDER AND DAMAGES

Section 7.01 Termination by Lessee. Lessee shall have the right, upon thirty (30) days written notice to the County, to terminate the Lease upon the occurrence of any of the following, if such event is continuing at the end of such thirty (30) day period:

- (a) the issuance by a court of competent jurisdiction of an injunction, order or decree preventing or restraining the use by Lessee of all or a substantial portion of the Premises and Improvements for a period of at least 90 days;
- (b) all or a substantial portion of the Airport is destroyed by fire, explosion, earthquake, other casualty or act of nature or act of the public enemy; or

- (c) the United States Government or any of its agencies occupies the Airport or a substantial portion thereof so as to interfere materially with Lessee's activities at the Airport for a period of 90 consecutive days or more and no other suitable remedy is available to the parties.

Section 7.02 Termination by the County. The County shall have the right to terminate all or a portion of the Lease upon the occurrence of any of the following:

- (a) breach by Lessee of its payment obligations under this Lease and failure to cure such breach within 30 days after receipt of written notice of such breach;
- (b) failure of Lessee in the performance of any covenant or condition in this Lease, including, but not limited to those obligations set forth in the Primary Guiding Documents, within 30 days after receipt from the County of written notice of such breach; provided, however, if the nature of the remedy reasonably requires more than 30 days to cure, Lessee shall not be in default if Lessee commences such remedy within such 30-day period and thereafter diligently pursues such remedy to completion;
- (c) failure of Lessee to commence construction of Improvements or substantially complete construction of such Improvements in accordance with the terms of this Lease;
- (d) the issuance by a court of competent jurisdiction of an injunction, order or decree preventing or restraining the use by Lessee of all or a substantial portion of the Premises and Improvements for a period of at least 90 days;
- (e) the County is unable to meet its obligations for more than 30 consecutive days under this Lease due to an act, event or circumstance that results in impossibility of performance and no other suitable remedy is available to the parties; or
- (f) the United States Government or any of its agencies occupies the Airport or a substantial portion thereof so as to interfere materially with Lessee's activities at the Airport for a period of 90 consecutive days or more and no other suitable remedy is available to the parties.

Section 7.03 Effect of Termination. Upon expiration or termination of this Lease, all rights and obligations of the parties under this Lease shall terminate except that: (1) Lessee shall be obligated to pay Rent, Additional Rent and other fees that have accrued through the termination date and (2) the obligations of Sections 2.05, 3.04(b) (if applicable), 3.04(c), 3.04(g), 3.05, 3.06, 5.03, 7.04, 7.05, 7.06, 9.03, 9.08 and the provisions of Articles I, VI and X shall survive any such expiration or termination but only to the extent of and relating to events, occurrences or breaches occurring prior to any such expiration or termination. This section is not and shall not be deemed to be a waiver of any defense or affirmative right that Lessee or County may have at law or equity including but not limited to the benefit of any applicable statute of limitations.

Section 7.04 Available Remedies. Except as provided otherwise in this Lease, the County shall have the option to terminate all or a portion of this Lease upon default by Lessee, and in addition to, or in lieu thereof, the County may seek any relief available to it at law or in equity, and the Lessee shall have the option to terminate all or a portion of this Lease upon default by County,

and in addition to, or in lieu thereof, the Lessee may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 7.05 Remedies Upon Default.

- (a) If Lessee or County is in default of its material obligations under this Lease then, in addition to pursuing any other legal or equitable right or remedy, the non-defaulting party may terminate this Lease. Each right and remedy in this Lease shall be cumulative and shall be in addition to every other right or remedy in this Lease or existing at law or in equity.
- (b) If Lessee or County is in default in the performance of any material covenant or condition required to be performed by it, the non-defaulting party may, without notice, perform such covenant or condition for the account and at the expense of defaulting party. Such expense may include reasonable attorney's fees and other related costs and expenses in prosecuting any action or proceeding instituted by reason of any default of the defaulting party, and defaulting party shall promptly reimburse the non-defaulting party for the amount of any such reasonable expense.

Section 7.06 Disposition upon Termination; Environmental Assessment.

- (a) Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the County, which shall not be unreasonably withheld or delayed. Upon termination or expiration of this Lease, title to the Premises and Improvements shall, at the option of the County, vest in the County.
- (b) Within four months prior to the expiration of this Lease (or within three months after the earlier termination of this Lease), Lessee, at its sole cost and expense, shall conduct an environmental assessment (a Phase I assessment and, if necessary, a Phase II assessment) verifying that the conditions in, on, about and under the Premises are free of hazardous waste or any other environmental condition that could constitute a violation of any federal, state or local environmental, toxic waste or health and safety law. If the results of any such assessment indicate the existence of any hazardous substance or any other form of environmental condition that was not discovered or identified in the Phase I environmental assessment required by Section 2.03 above, Lessee shall promptly commence remediating such environmental contamination, condition, or hazardous waste, and shall ensure that such contamination or condition is remediated to the extent required by applicable law. Notwithstanding anything contained herein to the contrary, County shall be solely responsible for remediation and all associated costs related to or arising from any leakage, presence and/or migration of any hazardous waste contamination or any other environmental condition that exists, whether on or off the Premises, as of the Effective Date, may come into existence during the Term or exists at any time from or after the end of the Term that arises from or relates to any property or improvements to same under the control of the Airport, the County or any third party

including but not limited to the Centralized Fuel Storage Area, whether on or off the Premises.

- (c) All of Lessee's personal property located in or on the Premises, other than fixtures, shall remain the property of Lessee. Lessee shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that Lessee is not in default of its obligations under the Lease. Any property affixed to the Premises so that the same may not be removed without material damage to the Premises or the Improvements shall not be removed by Lessee at any time unless Lessee restores the Premises to a condition generally similar to their prior condition, but if not so removed shall become the property of the County upon expiration or earlier termination of this Lease.

ARTICLE VIII. ASSIGNMENT AND SUBLETTING

Section 8.01 Assignment and Subletting. Lessee shall not assign, hypothecate, sublet or otherwise transfer (whether by operation of law or otherwise): (i) its rights or obligations under this Lease (or any part thereof) or (ii) its right to use and occupy the Improvements without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed; provided, however, that (a) any such assignment is to an assignee who is acceptable to the County and (b) the use and occupancy of the Premises and any Improvement remains substantially the same as contemplated by this Lease. If the Lessee is only subletting a portion of the Improvements to a sublessee that shall operate under the uses permitted by this Lease, the County's consent will not be required. In all other cases, the Lessee shall provide copies to the County of any and all documents or instruments that effect an assignment or transfer of the Improvements and Premises. If an assignment is in connection with the sale or conveyance of all or substantially all the assets of Lessee, it shall be released from liability under this Lease. In all other cases, Lessee shall remain liable for its obligations under this Lease. Consent of the County shall be required in connection with: (1) the merger, consolidation or reorganization of Lessee, (2) the sale of all or substantially all of the assets of Lessee, and (3) assigning or transferring the Lease to any person or entity, and (4) subletting, subdividing, condominiumizing, or assigning an interest (whether legal or equitable) in, the Premises or Improvements.

Section 8.02 Successors to County. The rights and obligations of the County under this Lease may be assigned by the County at its option and without the consent of Lessee.

ARTICLE IX. COMPLIANCE WITH LAWS; AIRPORT CONSTRUCTION

Section 9.01 Rules and Regulations. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards (including County Land Development Regulations, Zoning Regulations and the Primary Guiding Documents), as amended.

Section 9.02 Non-Discrimination. Neither party hereto shall discriminate or permit discrimination against any person on the grounds of race, color, national origin, disability, age, religion, or sex, and shall abide by the provisions of Part 21 of the Rules and Regulations of the

Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended. Both parties reserve the right to take such action as necessary to enforce this covenant.

Section 9.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between the County and the United States, the FAA or the State of Colorado.

Section 9.04 Airspace Above Premises. The County reserves for itself and for the use and benefit of the public, and Lessee acknowledges and accepts the Premises subject to, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise, vibration, exhaust and fumes as may be inherent in the operation of aircraft now known or hereafter used for landing upon, taking off from, or operating on, the Airport.

Section 9.05 Interference with Aircraft. Lessee shall not erect or permit the erection of any structure or object, nor permit the growth of any tree on the Premises above the elevation set forth in the Primary Guiding Documents. Lessee shall not make use of the Premises in any manner that might interfere with the landing, taking off, or operation of aircraft upon the Airport nor create any hazard at the Airport. If Lessee fails to comply with this Section, the County reserves the right to enter upon the Premises and remove any offending structure or object, or cause the abatement of any interference or hazard, at the sole cost and expense of Lessee.

Section 9.06 Ramp Operation and Maintenance. Lessee shall abide by FAA regulations, as they now exist or may hereafter be amended, with respect to the parking and taxiing of aircraft on the Premises. If Lessee constructs a ramp, it shall meet all FAA pavement design criteria and maintain such ramp in a safe and clean condition. Lessee shall not park or leave aircraft on taxiways or on its ramp that causes interference with, or obstructs access to, adjacent hangars. Lessee shall promptly move aircraft, vehicles or other equipment at the direction of the Airport Director upon his reasonable determination that Lessee is in violation of this Section.

Section 9.07 Signage. Lessee is permitted to post three forms of signage on the exterior of the Premises. Lessee shall not erect, paint or maintain any signs whatsoever on the Premises without first securing the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. All signage shall comply with applicable legal requirements, including County zoning requirements.

Section 9.08 Environmental Matters.

- (a) If Lessee or County, its contractors or agents, installs, spills or releases any hazardous or toxic substance or material (including any substance, residue, waste or pollutant that could constitute a hazardous waste or environmental condition) on, near, in or at the Premises and/or Airport (each, an "Incident"), it shall immediately notify the other party and any governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. The remediation and restoration of any such area must comply with applicable law and shall not adversely affect the maintenance, operations or future development of the Airport. As used in this

Lease, the terms “hazardous waste” and “environmental condition” mean (a) any “hazardous waste” as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any hazardous substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

- (b) To the extent permitted by law, the party causing the release on or contamination of the Premises and/or the Airport with any hazardous waste or environmental condition that violates applicable law shall release, defend and indemnify the other party, its officials, directors, shareholders, employees, officers and agents from any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorneys’ fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of or in connection with the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Premises, the Improvements or the Airport but only to the extent actually caused directly or indirectly by an act or omission by the officers, directors, shareholders, managers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns of the party responsible for the release or contamination.
- (c) Lessee has no responsibility, liability or indemnification obligations of any kind or nature for any hazardous waste or environmental conditions existing on, around or under the Premises as of the first day of this Lease or otherwise caused by the Airport, County or any third party (except its contractors and agents) at anytime during and after the Term. Notwithstanding anything contained in this Article 9 or otherwise, Lessee shall not have any indemnification obligation of any kind, or be responsible for or liable for anything covered by this Section 9.08(c).

Section 9.09 Relocation of Premises. If development at the Airport requires that any part of the Premises be employed for a use not in direct competition with Lessee’s operations, the County shall have the right, upon 60 days written notice and without cost or expense to Lessee, to relocate all or a portion of the Premises; provided, however, that Lessee shall be responsible for relocation of its personal property. The relocated Premises shall consist of a substantially similar footprint and be as conveniently located on the Airport property as is reasonable, considering all demands for space at the Airport. Lessee’s Improvements and fixtures shall, without cost or expense to Lessee, be relocated or replaced on such relocated Premises, and this Lease shall continue in effect with respect to such relocated Premises.

Section 9.10 Construction by the County. From time to time, it may be necessary for the County to carry out extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair to the Airport and its facilities, which programs may inconvenience or temporarily interrupt Lessee’s operations at the Airport. The County shall give Lessee seven

days' notice prior to commencement of such construction in the event that such construction must necessarily commence in seven days due to the emergency nature of the situation; in all other cases, the County must give the Lessee not less than thirty days prior notice. Lessee acknowledges and agrees that:

- (a) it shall not hinder or interfere with construction activities of the County; provided that it is not prohibited from exercising its rights to participate in any public discourse or take any legal or equitable action available to it under this Lease or at law or equity;
- (b) the County reserves the right to, but shall not be obligated to (except as may be required by this Lease), carry out any such construction activities; and
- (c) it reserves the right to bring a claim in connection with construction activities that result in personal injury to Lessee or damage to the Premises or its personal property; provided, however, that Lessee shall hold the County, its elected officials, employees and agents harmless from and against any claim or cause of action in connection with construction activities that cause an inconvenience or nuisance to Lessee or its officers, employees, invitees and agents.

Section 9.11 Availability of Governmental Facilities. If the existence, maintenance or operation of air navigation aids or other facilities supplied or operated by the United States or the State of Colorado to the Airport is discontinued, the County shall have no obligation to furnish similar facilities; provided, however, that to the extent that such air navigation aids or other facilities supplied or operated by the United States or the State of Colorado to the Airport are discontinued and such discontinuance renders the Airport unsuitable for use by Lessee's current aircraft fleet, then Lessee may terminate this Lease upon thirty days notice to the County without any further obligations to pay Annual Rent, *provided, however*, that Lessee's right of termination under this Section 9.11 shall be subject to the express condition that Lessee maintain and/or upgrade its aircraft fleet in accordance with then-current industry standards.

ARTICLE X. MISCELLANEOUS

Section 10.01 Force Majeure. A party shall not be deemed in violation of this Lease if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God or any other circumstance which is beyond its reasonable control.

Section 10.02 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 10.03 Time of Essence. Time is of the essence in this Lease.

Section 10.04 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Premises or Improvements, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, the prevailing party shall be awarded reasonable attorney's fees, expenses and costs.

Section 10.05 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or

prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 10.06 Limitation of Benefit. There are no third party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 10.07 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 10.08 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 10.09 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended. The County reserves the right to grant to others the privilege and right of conducting aeronautical or non-aeronautical activities on the Airport. The County reserves the right, during the term hereof, to reduce and reallocate space leased for the exclusive use of Lessee in any case where the failure to do so might reasonably constitute the granting by the County to Lessee of an exclusive right. Notwithstanding anything contained herein, this Section 10.09 shall not be construed to permit the interference with Lessee's right to the undisturbed, peaceful and quiet enjoyment of the Premises throughout the Term of this Lease.

Section 10.10 Notices. All notices required under this Lease shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Lessee:

Pilatus Business Aircraft Ltd

Attn: Dave Kodey

11755 Airport Way

Broomfield, CO 80021

Fax: (720) 887-8907

Email: DKodey@pilbal.com

If to the County:

Rocky Mountain Metropolitan Airport

Attn: Airport Director
11755 Airport Way
Broomfield, CO 80021
Fax: (303) 271-4875
Email: bejohnso@flyrmma.com

with a copy to:

Jefferson County Attorney's Office

100 Jefferson County Parkway, Suite 5500
Golden, CO 80419-5500
Fax: (303) 271-8901
Email: CAOcontracts@jeffco.us

or to such other address or addresses as the parties may designate in writing.

Section 10.11 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Jefferson County, Colorado.

Section 10.12 Incorporation of Exhibits, Other Documents. The Exhibits and the Primary Guiding Documents are incorporated by reference into this Lease and made a part of this Lease. In the event of a conflict between this Lease and the Primary Guiding Documents, the Primary Guiding Documents shall control.

Section 10.13 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 10.14 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and Lessee.

Section 10.15 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to the County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 10.16 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. The

County and Lessee agree to allow the use of electronic signatures for execution of this Lease. Only the following two forms of electronic signatures shall be permitted to bind a party to this Lease: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

**PILATUS BUSINESS AIRCRAFT, LTD.,
a Colorado corporation**

By: _____
Name:
Title:

STATE OF COLORADO
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ as _____ of Pilatus Business Aircraft, Ltd., a Colorado corporation.

Notary Public

Commission expiration date

**COUNTY OF JEFFERSON,
STATE OF COLORADO**

By: _____
Libby Szabo
Chairman, Board of County Commissioners

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this ____ day of May, 2016 by Libby Szabo, as Chairman of the Board of County Commissioners of Jefferson County, Colorado.

Notary Public

Commission expiration date

Approved as to form:

Assistant County Attorney

EXHIBIT 1
DESCRIPTION OF PREMISES

(See Attached)

EXHIBIT "A"
LEGAL DESCRIPTION
LEASEHOLD PROPERTY

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, WHENCE THE NORTHEAST CORNER OF SAID SECTION 5 BEARS NORTH 89°53'11" EAST, A DISTANCE OF 2,638.81 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE SOUTH 82°42'11" EAST, A DISTANCE OF 1120.32 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL OF LAND AND THE **POINT OF BEGINNING**;

THENCE SOUTH 55°56'21" EAST, A DISTANCE OF 379.58 FEET;

THENCE SOUTH 34°03'39" WEST, A DISTANCE OF 547.00 FEET;

THENCE NORTH 55°56'21" WEST, A DISTANCE OF 468.75 FEET;

THENCE NORTH 34°03'39" EAST, A DISTANCE OF 408.50 FEET;

THENCE SOUTH 55°56'21" EAST, A DISTANCE OF 75.07 FEET;

THENCE NORTH 60°03'41" EAST, A DISTANCE OF 32.15 FEET;

THENCE NORTH 34°03'39" EAST, A DISTANCE OF 109.61 FEET TO THE **POINT OF BEGINNING**.

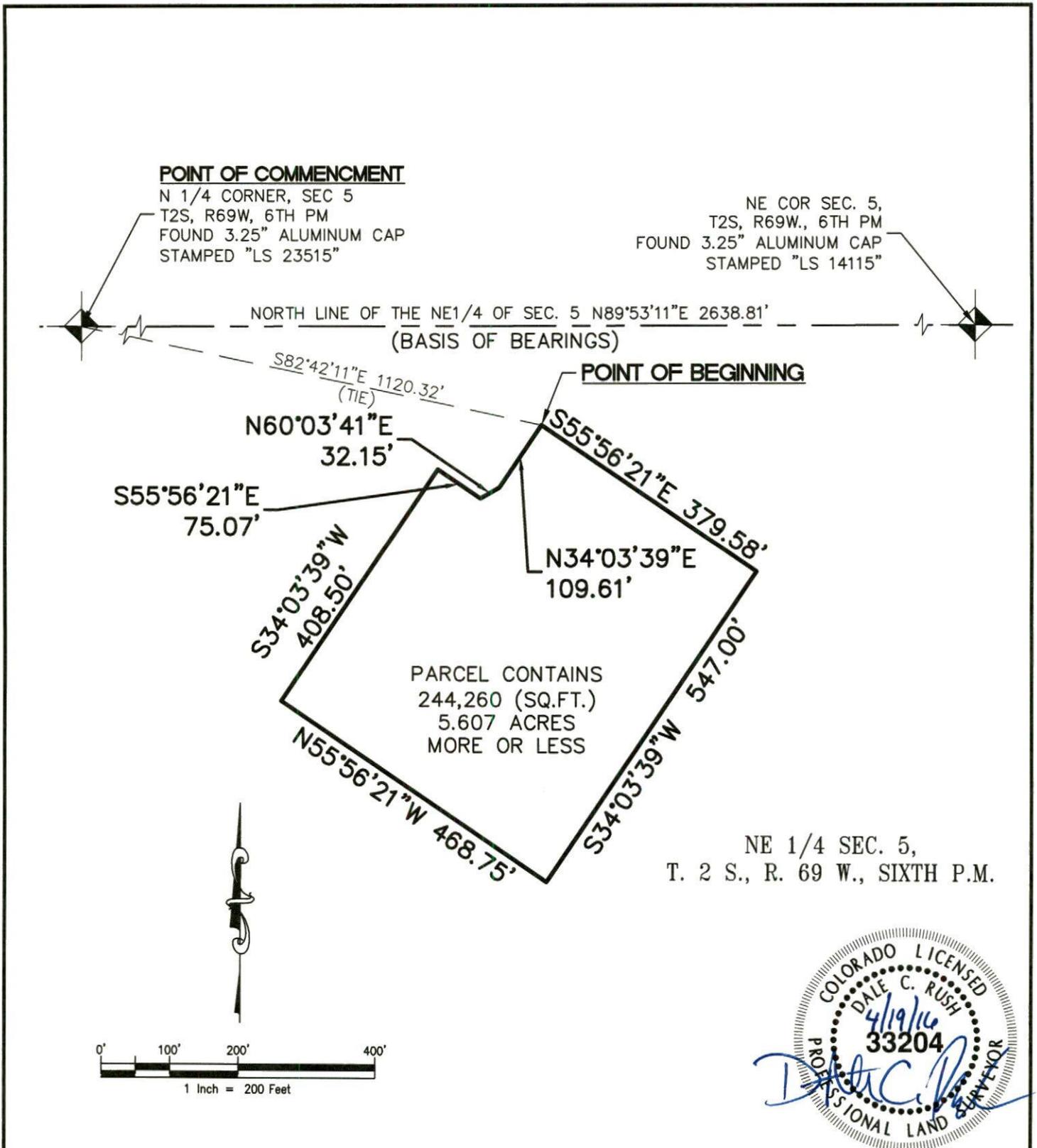
CONTAINING AN AREA OF 5.607 ACRES, (244,260 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DALE C. RUSH, PLS 33204
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122,
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\104516-03\DWG\EXHIBITS
 DWG NAME: LEASEHOLD EXHIBIT.DWG
 DWG: GB CHK: DCR
 DATE: 2016-04-18
 SCALE: 1" = 200'



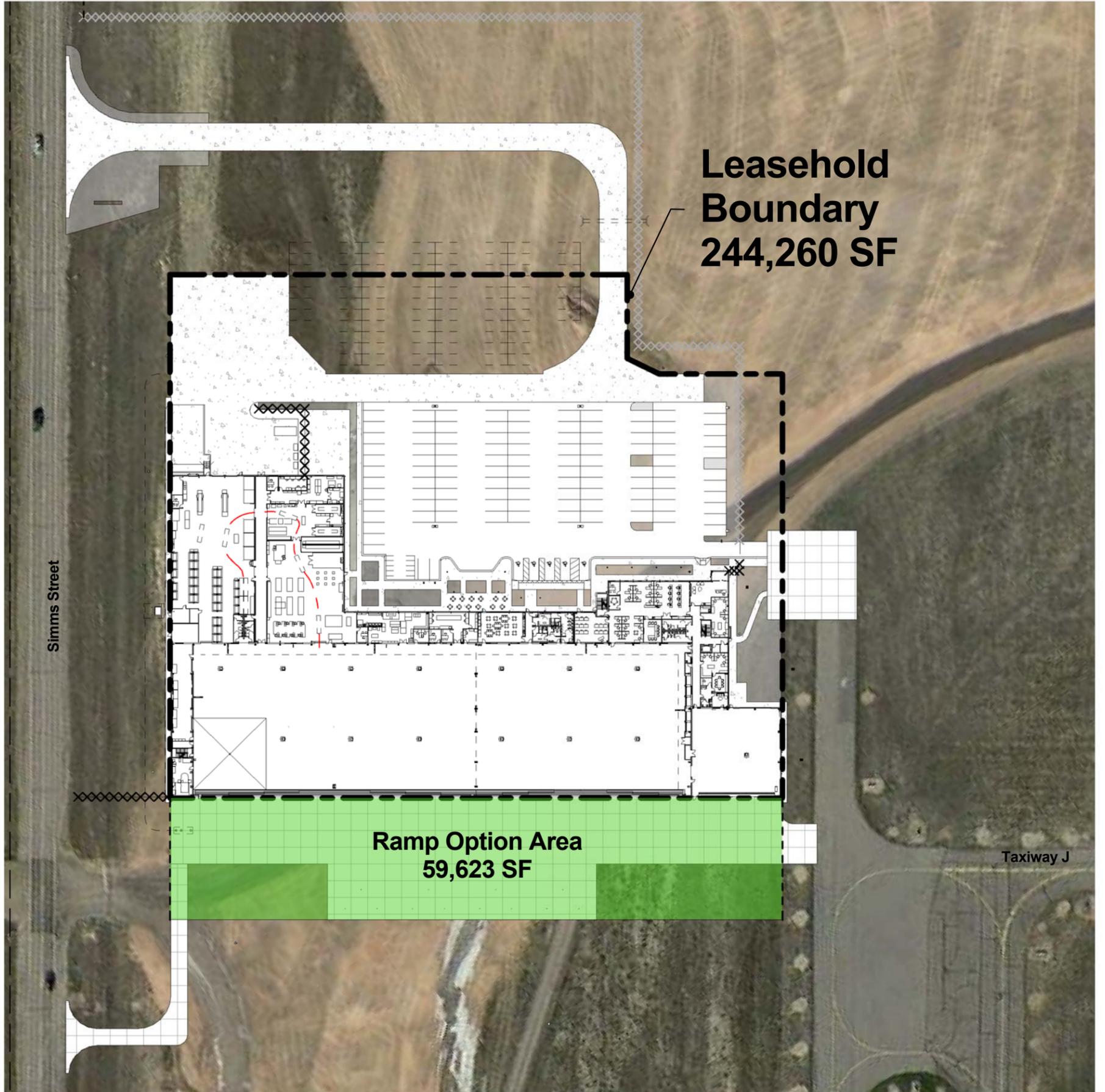
300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

PROPOSED LEASEHOLD

NE 1/4 SEC. 5, T.2S.,
 R.69W., OF THE 6TH P.M.

EXHIBIT 2
GENERAL PLANS

(See Attached)



1 Site Plan - Leasehold Area 1
Scale: 1" = 100'-0"



Exhibit 2

Proposed Leasehold Area

Lease Agreement Exhibits
25008 PIL-BJC, CC
04/26/16
Scale: 1" = 100'-0"



Pilatus-Broomfield, Completions Center

Prepared By:



Architecture
Construction Management
General Contracting

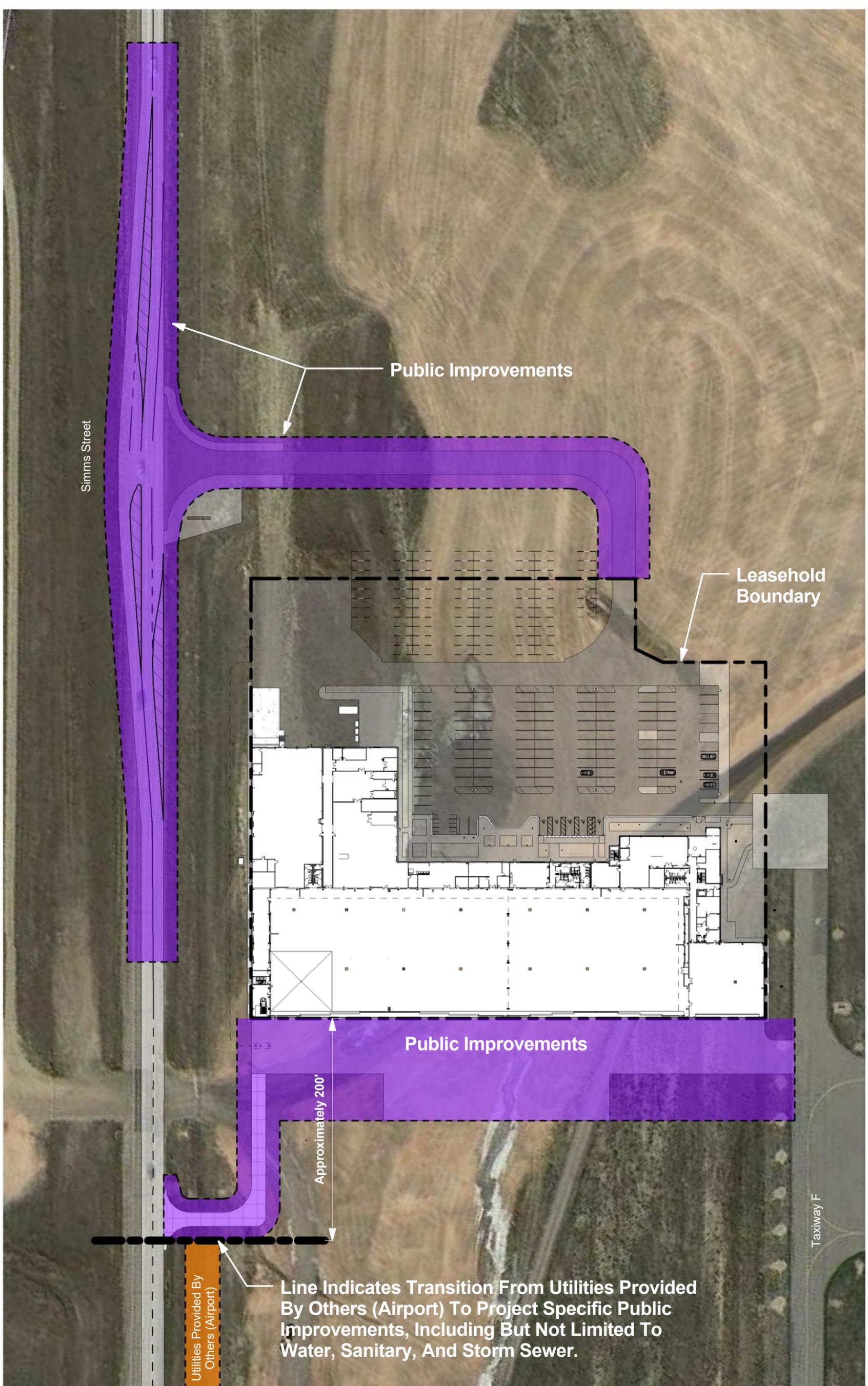
6695 West 48th Avenue Wheat Ridge, CO 80033 303.403.1228

17. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental, Flying Club, or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Specialized Commercial Aeronautical Operator	Temporary Specialized Aviation Service Operator	Commercial Hangar Developer/Operator	Non-Commercial Hangar Developer/Operator	Scheduled Air Carrier Operator	Non-Commercial Self-Service Fueling Permittee
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)													
Each Occurrence	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
VEHICLE LIABILITY (Combined Single Limit)													
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LIABILITY (Largest Aircraft Accommodated) -- if applicable													
SE Piston Group I		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Each Occurrence		\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
ME Piston Group I		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Turboprop Group I		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Turboprop Group II		\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Each Occurrence		\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000
Turbojet Group I		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Turbojet Group II		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Turbojet Group III		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000
Each Occurrence		\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
AIRCRAFT AND PASSENGER LIABILITY													
SE Piston/Group I						\$1,000,000/\$100,000 sub limit per person							\$300,000,000
ME Piston/Group I						\$1,000,000/\$100,000 sub limit per person							\$300,000,000
Turboprop/Group I						\$5,000,000/\$250,000 sub limit per person							\$300,000,000
Turbojet/Group I						\$5,000,000/250,000 sub limit per person							\$300,000,000
Turbojet/Group II						\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$300,000,000
Turbojet/Group III						\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$300,000,000
Student and Renters					\$100,000								\$300,000,000
ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)													
Each occurrence	\$1,000,000												\$1,000,000

EXHIBIT 4
PUBLIC IMPROVEMENTS

(See Attached)



1 Site Plan - Public Improvements
Scale: 1" = 100'-0"



Exhibit 4

Public Improvements Exhibit

Lease Agreement Exhibits
25008 PIL-BJC, CC
04/26/16
Scale: 1" = 100'-0"



Pilatus-Broomfield, Completions Center

Prepared By:



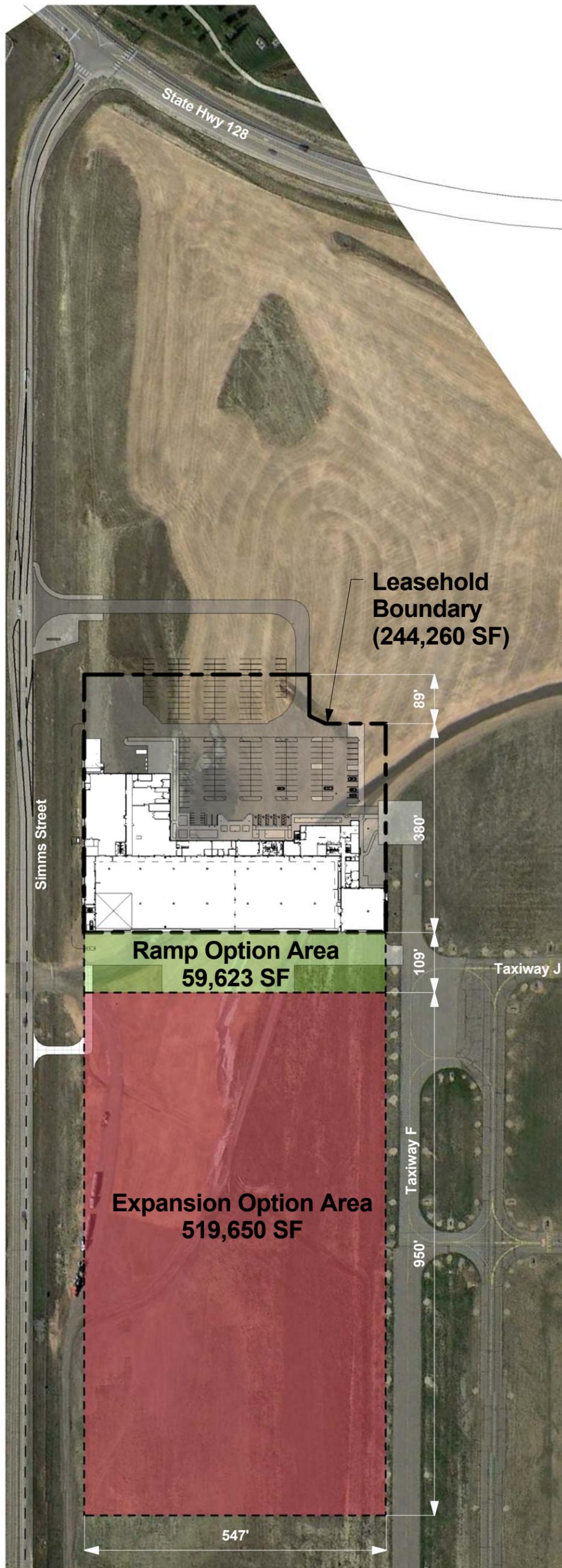
Architecture
Construction Management
General Contracting

6695 West 48th Avenue Wheat Ridge, CO 80033 303.403.1228

EXHIBIT 5

OPTION AND RIGHT OF FIRST REFUSAL PROPERTY

(See Attached)



1 Site Plan - Leasehold Area W/ Future Phase
Scale: 1" = 200'-0"



Exhibit 5

Leasehold Area With Future Phase

Lease Agreement Exhibits
25008 PIL-BJC, CC
04/26/16
Scale: 1" = 200'-0"



Pilatus-Broomfield, Completions Center

Prepared By:



Architecture
Construction Management
General Contracting

6695 West 48th Avenue Wheat Ridge, CO 80033 303.403.1228

EXHIBIT 6

MEMORANDUM OF LEASE

This Memorandum of Lease (this “Memorandum”) is dated _____, 2016 between Jefferson County, Colorado, a body corporate and politic of the State of Colorado on behalf of the Rocky Mountain Metropolitan Airport (the “County”), and Pilatus Business Aircraft, Ltd., a Colorado Corporation (“Lessee”).

1. Demise. By that certain Hangar Ground Lease dated May 10, 2016 between the County and Lessee (the “Lease”), the County has leased to Lessee, and Lessee has leased from the County, the premises as further described on Exhibit 1 attached to this Memorandum (the “Premises”).
2. Term. The term of the Lease commenced on May 10, 2016 and extends for 10 years from the Rent Commencement Date terminating on June 30, 2026 unless sooner terminated as provided in the Lease.
3. Option to Renew. Upon expiration of the initial term described in Section 2 of this Memorandum, Lessee has the option to renew the Lease for four (4) consecutive 10-year terms. If all options are renewed by Lessee, the Lease term will terminate on June 30, 2066.
4. Option and Right of First Refusal. The Lease also grants the Lessee an option and, separately, a right of first refusal to lease the property as more particularly described on Exhibit 2 attached to this Memorandum (the “Option Property”). If during the term of the Lease or any extended term, and so long as the Lessee is not in default of its obligations, if the County receives a bona fide offer from a third party to lease the Option Property and the County desires to accept such offer, it shall first notify Lessee in writing of such offer and in order to permit Lessee to exercise its right to lease the Option Property.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date set forth above.

COUNTY OF JEFFERSON
STATE OF COLORADO

Name: Libby Szabo
Title: Chairman, Board of County
Commissioners

Approved as to form:

Assistant County Attorney

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Libby Szabo as Chairman of the Board of County Commissioners of Jefferson County, Colorado.

Notary Public

Commission expiration date

PILATUS BUSINESS AIRCRAFT, LTD.,
a Colorado corporation

By: _____

Name:

Title:

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2016 by _____ as _____ of Pilatus Business Aircraft, Ltd., a
Colorado corporation.

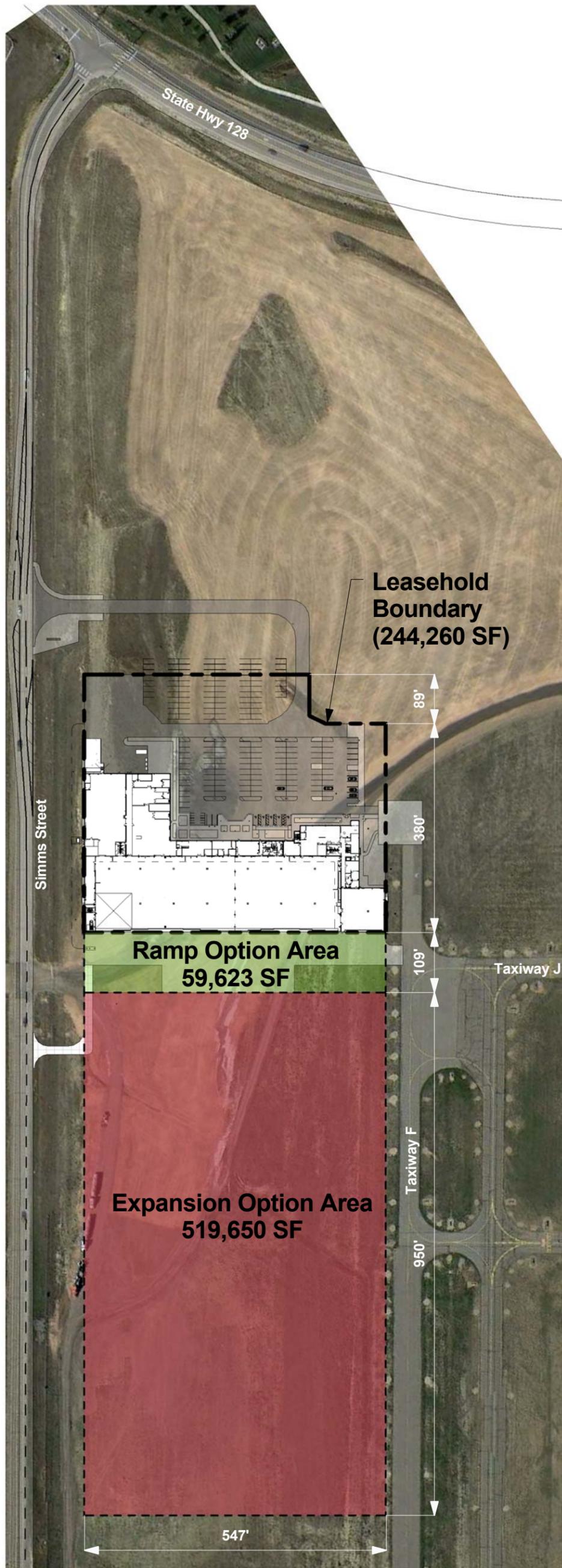
Notary Public

Commission expiration date

EXHIBIT 1

- (A) Description of Ramp Option Area
- (B) Description of Expansion Option Area

See attached.



1 Site Plan - Leasehold Area W/ Future Phase
Scale: 1" = 200'-0"



Exhibit 1

Lease Agreement Exhibits
25008 PIL-BJC, CC
04/26/16
Scale: 1" = 200'-0"



Pilatus-Broomfield, Completions Center

Prepared By:



Architecture
Construction Management
General Contracting

6695 West 48th Avenue Wheat Ridge, CO 80033 303.403.1228

EXHIBIT 2

SECTION 4.05

(a) Option. The County grants to Lessee the option to lease any or all of the land, Including the Ramp Option Area and the Expansion Option Area (collectively, the “Option Property”) identified on Exhibit 1 attached to this Memorandum under the following terms and conditions (the “Option”). The Lessee may elect to lease any portion of the Option Property so long as such area is adjacent to and contiguous with the then-existing Lease Premises. For purposes of clarity, if the Lessee elects to lease any Option area, the Lessee will be required to lease the Ramp Option Area, but the Lessee may elect to lease only the Ramp Option Area as well. The Lessee may exercise the Option to lease the Option Property at one time or the Lessee may lease the Option Property in different phases and exercise the right to lease less than all of the Option Property, so long the Option is exercised as to land that is contiguous to the then-existing Lease Premises as more particularly identified below.

...

(iii) Term of the Option. The Option to lease the Option Property shall remain in effect for the Term and any Extended Term of this Lease. The Option will terminate as to the applicable portion of the Option Property if the Lessee declines or fails to lease the area as described in the Right of First Refusal section below and the County and third party tenant thereupon executes a lease of such property on the terms described in the Right of First Refusal section below. Option Property not so leased shall continue to be subject to Lessee’s rights to option and its Right of First Refusal, and the requirement that the portion of the Option Property elected by Lessee be contiguous to the Lease Premises shall be waived if the only reason for a failure of contiguity is the portion of the Option Property leased by such third party. The Option shall terminate if this Lease terminates for any reason.

(b) Right of First Refusal. If and when the County enters into discussions with a third party who is potential tenant of all or any part of the Expansion Option Area that the County believes, in its sole and reasonable judgment, is likely to result in a bona fide offer, the County shall notify the Lessee in writing providing the potential area to leased by the third party in order to give the Lessee time to consider whether or not it may wish to exercise its Option as provided in this Section 4.05 or the right of first refusal contained herein if such right matures. If the County receives a bona fide offer from a third party to lease all or a part of the Option Property which offer the County desires to accept (an “Offer to Lease”), then the County shall provide written notice to the Lessee of the County’s receipt of such offer and the land that is proposed to be leased (the “Notice of Offer”).

(i) Exercise by the Lessee. The Lessee shall have thirty (30) days after receipt of a Notice of Offer within which to notify the County of the Lessee’s election to exercise Lessee’s right of first refusal and lease the subject property on the same terms as set for in Section 4.05(a)(i) regarding exercise of the Option. If the Lessee elects to exercise its right of first refusal by providing notice within the time period set forth above, the County and the Lessee shall proceed with creating an amendment to the Lease with the terms as set forth in this Section 4.05. In the event that the Lessee gives notice it is not exercising its right of first refusal or the Lessee does not provide

the County with notice within thirty (30) days after receipt of the Notice of Offer as set forth above, the County may lease the property to such third party free and clear of the terms of this right of first refusal and of any rights of the Lessee. The Lessee shall, upon request by the County, execute and deliver an instrument in recordable form appropriate to evidence the Lessee's relinquishment of its rights under this right of first refusal with respect to such transaction. Notwithstanding any such relinquishment, the Lessee's rights under this Section shall remain in effect with respect to any part of the Option Property not covered by the Offer to Lease, and if the transaction contemplated by the Offer to Lease fails for any reason to close, with respect to any subsequent offer to lease all or any part of the Option Property.

- (ii) Term. The right of first refusal to lease the Option Property shall remain in effect for the Term and any Extended Term of this Lease, so long as the Lessee is not in default of any of its obligations under the Lease. The right of first refusal shall terminate if this Lease terminates for any reason.

CONSTRUCTION CONTRACT
(Airport 15-Acre Parcel Infrastructure)

THIS CONSTRUCTION CONTRACT (this “Contract”), dated for reference purposes only this 25th day of April, 2016, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **T-BONE CONSTRUCTION, INC.** (the “Contractor”).

RECITALS

A. The County distributed an invitation for bid number 6114H-JA for the services of a contractor to construct certain infrastructure improvements to support the development of a 15 acre vacant piece of land located at the Rocky Mountain Metropolitan Airport at the intersection of Wadsworth Parkway and Metro Airport Avenue all as more fully set forth in the bid package. The bid package and all addenda and attachments, including all plans and specifications shall be collectively referred to as the “Bid.”

B. The County has engaged Enerxia Consulting Group, LLC (the “Engineer”) as a consultant to prepare the plans and specifications for the infrastructure improvements for the vacant 15-acre parcel of land (the “Project”) and otherwise determine that the Work has been completed in accordance with the plans. The “Project Plans and Specifications” shall include the Metropolitan Airport East Filing No. 1 Replat A Civil Construction Documents dated March 25, 2016, including the Additional Technical Conditions for Earthwork, Wet Utilities and Surface Improvements, the Geotechnical and Pavement Sections dated January 21, 2016 prepared by Ground Engineering, and the General Ecological Resources Survey prepared by Western Environment and Ecology, Inc. dated November 18, 2014, all as amended from time to time.

C. The Contractor submitted a bid for the Project which is advantageous to the County, considering price and other factors.

D. The County desires to award the work to the Contractor including the work identified in the Project Plans and Specifications as bid in the Base Bid and including Bid Alternates A and B only in accordance with the terms of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

(A) This Contract;

- (B) The Bid;
- (C) The Contractor's Bid dated April 14, 2016, attached hereto as Exhibit A;
- (D) The Project Plans and Specifications; and
- (E) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County's plans and specifications included in the Bid and the Contractor's Bid, the County's Bid documents shall control.

2. **STATEMENT OF WORK**

(A) The Work. The Contractor shall furnish all the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Work"). The Contractor warrants that it is fully qualified to perform the Work in accordance with the professional standards of the industry and shall perform the Work in a first-class, workmanlike manner to the satisfaction of the County and in strict accordance with the provisions of this Contract.

(C) Access. The County, the Engineer and their representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Contract and quality of workmanship and material. Portions of the site beyond areas on which the Work is indicated are not to be disturbed. The Contractor shall conform to site rules and regulations at all times during performance of the Work.

(D) Inspection. All materials, equipment and supplies used in the performance of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards. The County Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing as more particularly set forth in Paragraph 13 below (Uncovering of Work). The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the County Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Contract, including, without limitation, the cost to replace any materials, to re-perform or to reconstruct as more particularly set forth in Paragraph 14 below (Correction of Work).

(E) Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus

material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the County may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.

(F) Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on County property shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the County.

(H) Coordination with Engineer. The County has a separate Contract with the Engineer to design the Project and to provide Contract administration services necessary to ensure that the Work conforms to the Contract Documents prepared by the Engineer. Both the Contractor and the Engineer shall be given direction by the County, or the County's designated and authorized representative(s) as more particularly described below. The relationship between the Contractor and the Engineer is intended to be cooperative and proactive, with both participating on the same team with the County. The Contractor covenants with the County to utilize the Contractor's best skills, efforts, and judgment and to fully cooperate with the Engineer in furthering the interest of the County regarding the Project. Further, the Contractor covenants to furnish comprehensive and efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in the best, most expeditious and most economical manner consistent with the interests of the County.

(I) Relationships. The Contract Documents shall not be deemed to create any contractual relationship between the Engineer and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the County, the Engineer or Contractor which does not otherwise exist without regard to the Contract Documents.

3. REVIEW AND INTERPRETATION.

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer and the County any error, inconsistency, or omission that may be discovered and shall obtain specific written instructions from the Engineer and the County before proceeding with the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved drawings, specifications, instructions, shop drawings, product data, or samples for such portion of the Work.

If the Contractor or any of its subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the Contractor shall promptly notify the Engineer and the County in writing, and any necessary changes shall be accomplished by appropriate Change Order (as defined in Section 20 below) or other means of resolution.

If the Contractor or any of its subcontractors of any tier perform any work with knowledge or reason to know that it is contrary to such laws, statute, building codes, ordinances, rules, or regulations, and does not notify the Engineer and the County as required in this Section, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable to such Work.

If labor, materials or equipment, although not described by the drawings or specifications, is required to successfully complete the Work and can reasonably be inferred by competent contractors by virtue of common knowledge or customary practice in the construction industry from the Contract Documents as being necessary to produce the intended result, the Contractor shall perform that work or provide the materials or equipment as if they were specified at no additional cost.

The Contractor, before commencing work, shall verify all governing dimensions, and shall examine all adjoining work on which its Work is in any way dependent. No disclaimer of responsibility for defective or non-conforming adjoining work will be considered unless written notice of the same has been filed by the Contractor and agreed to in writing by the Engineer and the County Representative before the Contractor begins any part of the affected Work.

4. **AUTHORIZED REPRESENTATIVES.** The County designates the Bill Branyan with Surf Fore, LLC and Aubrey McGonigle as the “County Representative.” The Contractor designates Joseph Opyd, Vice President as the “Contractor Representative.” The Contractor Representative shall have the authority to bind the Contractor with respect to the Work and shall be present at the work site as necessary to assure the Contractor’s satisfactory performance. The Contractor Representative shall also be responsible for advising the County of the status of the Work and for assuring frequent and effective communication with the County, and agrees to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The Contractor shall not replace the Contractor Representative, the Contractor’s Representative unless: (a) the County requests a replacement or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County Representative shall be the sole judge of the acceptability of the Work by the Contractor and the sufficiency of the supporting data submitted by the Contractor.

Failure of the Engineer or the County’s on-site representative to call to the attention of the Contractor any defective work or deviations from the Contract Documents shall not constitute acceptance of such work by the County or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

5. **PERIOD OF PERFORMANCE.** The Contractor shall provide the County acceptable certificates of insurance and bonds, within ten (10) calendar days from the date of Contract execution. The Contractor shall begin the Work on or before the date set forth in the notice to proceed (the “Start Date”) and shall fulfill all of its obligations within seventy (70) calendar days from the notice to proceed (the “Completion Date”) (together, the “Contract Time”).

All time limits are of the essence in this Contract. No Work shall be performed by the Contractor until a notice to proceed is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance and bonds.

6. **CONTRACTOR'S PROJECT SCHEDULE.**

(A) Prior to commencing the Work, the Contractor shall provide to the County Representative for approval, a bar chart schedule in MS Project format (the "Project Schedule") covering the duration of the Work, beginning with notice to proceed and concluding with Substantial Completion. The following guidelines must be met:

- (1) The bar chart shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work.
- (2) Each activity shall contain only the Work of a single trade or subcontractor.
- (3) Each activity shall be less than ten (10) working days in duration. Design, procurement and material delivery and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding ten (10) working days in duration shall be separated into two or more individual activities of less than eleven (11) working days by area, type of work, etc., to allow for effective monitoring of the Work.
- (4) Each activity shall include a description of the Work, original duration, contractor or subcontractor performing the Work (responsibility coding), cost of performing the Work, and the activity's relationship to other activities. Where the project has specific phases or milestone requirements, activities shall be coded to indicate phase or milestone. The sum of the cost loading for all activities shall equal the Contract Price as stated in this Contract.

(B) Schedule updating shall be done on a monthly basis. The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents.

(C) All costs associated with the development and maintenance of the schedule shall be borne by the Contractor.

(D) The Contractor shall submit a preliminary bar chart schedule within five (5) working days of the notice to proceed. The County shall review the preliminary bar chart and return comments to the Contractor within five (5) working days. The Contractor shall have five (5) working days to revise the schedule and return it to the County for review. The five (5)

working day revise and review cycles shall continue until an acceptable schedule is received by the County.

(E) The County's review of the Project Schedule is for compliance with this paragraph of the Contract and other contractual requirements. Acceptance by the County of the Contractor's Project Schedule does not relieve the Contractor of complete responsibility for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the period of performance requirements, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.

(F) The Project Schedule shall be reviewed by the County on a monthly basis throughout the term of the Contract and until Substantial Completion. The Contractor shall meet with the County each month at a Schedule Update meeting to review actual progress made through the date of the Schedule Update, including dates activities started and/or completed, and the percentage of Work completed on each activity started and/or completed.

(G) If, in the judgment of the County, the Contractor fails or refuses to provide a Project Schedule Update or revision as specified herein, the Contractor shall be deemed to have not provided the required estimates upon which progress updates or revisions may be made, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Schedule Update to the satisfaction of the County.

(H) Project Schedule Revision.

(1) Updating the Project Schedule to reflect actual progress made up to the date of a Schedule Update shall not be considered a revision to the Project Schedule.

(2) If, as a result of the monthly Schedule Update, it appears the Project Schedule no longer represents the actual prosecution and progress of the Work, the County will request, and the Contractor shall submit, a revision to the Project Schedule.

(3) The Contractor may also request reasonable revisions to the Project Schedule in the event the Contractor's planning for the Work is revised.

(I) The Project Schedule may be used as a tool in analyzing any requests for the extension of the Completion Date due to changes in the Work. Additional time will be added to the Contract Time only if the activities involved will affect the project's Contract Time because of the criticality of the activities changed or altered.

(J) On a weekly basis, the Contractor shall provide the County a two-week look ahead schedule (in a form approved by the County) to detail upcoming Work.

7. **UNUSUALLY SEVERE WEATHER CONDITIONS.**

(A) It is expressly understood and agreed, by and between the Contractor and the County, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates “Normal” weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were “unusually severe,” would not have been reasonably anticipated, and that such conditions adversely affected the Contractor’s Work and thus required additional time to complete the Work.

(B) The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (“NOAA”) or similar data for the geographic location of the project.

MONTHLY ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	=	<u>Total</u>
(7)	(4)	(4)	(4)	(6)	(3)	(4)	(2)	(3)	(3)	(4)	(5)		49 days

(C) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon the Start Date indicated in the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted) unless an approved construction schedule or written authorization from the County indicates otherwise. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.

(D) An actual adverse weather day must prevent Work for 50 percent or more of the Contractor’s workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the County Representative in writing if Work can not proceed on a given date, within two (2) calendar days of that date. The County will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

(E) At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a Change Order will be executed which increases the Contract Time.

(F) The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the County shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

8. **PRICE AND PROGRESS PAYMENTS.** The County shall pay the Contractor a sum not-to-exceed Five Hundred Ninety-Five Thousand, Two Hundred Dollars and Sixty-Six Cents (\$595,200.66) for the completion and performance of the Work approved and accepted by the County in accordance with the Contractor's Bid attached as Exhibit A (the "Contract Price") in accordance with the following schedule:

(A) if the Contractor is satisfactorily performing the Contract, and provided the required schedule updates have also been submitted and approved, the County shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price based on the calculated value of the Work completed (the "Partial Payments") and shall retain five percent (5%) of the amount due to the Contractor (the "Retained Amount") until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. §24-91-103.

(B) the County shall retain the Retained Amount until the Final Acceptance (as defined in Paragraph 9 below). If the Contractor has completed the Work in a manner finally acceptable to the County, the County may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the "Final Payment"). Before the Final Payment is made, the County and the Contractor, as applicable, shall comply with Paragraph 8 of this Contract.

(C) the Contractor shall, as soon as practicable after the end of each calendar month during performance of the Work, submit an itemized invoice for services performed, stating the percentage of the Work that has been completed and the type of services performed. Each invoice will also include an Application and Certificate of Payment form (AIA Document G702) or equivalent form. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail to enable the County to verify the appropriateness of the invoice. Each invoice shall be subject to review and approval by the County Representative. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. No air travel, car rental, entertainment, education expense, meals or similar or related costs shall be payable without prior written approval of the County.

The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Work, together with any invoices, time cards, or other supporting data reasonably requested. All records, data and documentation shall be retained by the Contractor for a period of not less than three (3) years after completion of the Work, and shall be subject to review, inspection and copying by the County upon reasonable notice.

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments due the Contractor under this Contract or other contracts between County and Contractor.

9. **FINAL INSPECTION; FINAL PAYMENT.**

(A) **Final Inspection.** The Contractor shall notify the County and the Engineer when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the County's receipt of the Letter of Completion, the County Representative and the Engineer shall make a final inspection to determine whether the Work has been completed in accordance with this Contract and shall submit a written list of any defects to the Contractor (the "Punchlist"). The Contractor shall promptly correct all Punchlist items without additional cost to the County within ten (10) calendar days after receipt of the Punchlist. If any defects cannot be corrected within ten (10) working days, the Contractor shall correct such defects promptly and with due diligence. The Contractor shall also deliver to the County all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the County with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form.

(B) **Final Payment.** Upon satisfactory completion of the Work, including all Punchlist items, the County Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Final Payment, including the retained portion of any progress payments, shall not be made until the County Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. §38-26-107. The County shall condition publication and final settlement upon receipt of any duly executed Consent of Surety Letter(s). Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), Final Payment shall be made in full.

10. **TIME EXTENSIONS AND COMPENSATION FOR DELAY.**

(A) If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this paragraph.

(B) Evaluation of all time extension requests shall be based upon the bar chart schedule submitted to the County by the Contractor.

(C) The following words shall have the meaning set forth below:

- (1) "Contractor Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.
- (2) "No-Fault Delay" is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the County or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
- (3) "Owner Delay" is defined as delay on a particular date resulting from acts or omissions within the control of the County, its agents, employees or contractors, including the County's Representative.
- (4) "Concurrent Delay" is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.

(D) An adjustment in the Completion Date for delay on a particular date shall be made under this paragraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay.

(E) An adjustment in Contract Price for delay on a particular date shall be made under this paragraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay.

(F) An adjustment in Contract Price shall be made under this paragraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the County be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.

(G) The Contractor shall notify the County as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the County not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after

the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

11. **COUNTY'S RIGHT TO STOP THE WORK.**

(A) If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the County, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. This right of the County to stop the Work, however, shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

(B) The County may order the Contractor in writing to suspend all or any part of the Work for such period of time as the County may determine to be appropriate for the County's convenience.

(C) Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.

(D) If the County pursuant to subparagraph (B) suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price pursuant to Paragraph 10 (Time Extensions and Compensation for Delay). No such adjustment shall be made if the County pursuant to subparagraph (A) suspends the performance of all or any part of the Work.

12. **COUNTY'S RIGHT TO CARRY OUT THE WORK.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for the County's consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

13. **UNCOVERING OF WORK.**

(A) If any portion of the Work should be covered contrary to the request of the County or contrary to requirements specifically expressed in the Contract Documents, it must, if required in writing by the County be uncovered for its observation and shall be replaced at the Contractor's expense.

(B) If any other portion of the Work has been covered, the County may request to see such Work and the Contractor shall uncover it. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the County by appropriate Change Order. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the County caused this condition, in which event the County shall be responsible for the payment of such costs.

14. **CORRECTION OF WORK.**

(A) The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.

(B) The Contractor shall promptly correct all Work rejected by the County or the Engineer as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the County's additional services made necessary thereby. This obligation shall survive termination of the Contract. The County or the Engineer shall give such notice promptly after discovery of the condition.

(C) The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the County waives removal.

(D) If the Contractor fails to correct defective or non-conforming Work, the County may correct it in accordance with Paragraph 12 (County's Right to Carry Out the Work).

(E) If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the County, the County may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the County, upon ten additional days' written notice, may sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the County's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and

an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

(F) The Contractor shall bear the cost of making good all work of the County or separate contractors destroyed or damaged by such correction or removal, unless in the County's sole discretion, the County agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

15. **DEFAULT AND DAMAGES.** If the Contractor fails to comply with any provision of the Contract Documents, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the County because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the County may terminate this Contract and the Contractor's right to proceed hereunder. If the County terminates this Contract under this paragraph, the Contractor may, at the option of the County, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the County for services acceptable to the County from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.

16. **LIQUIDATED DAMAGES.** Time is of the essence in completing the Work. In the event of delay in the completion of the Work as specified beyond the Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the County due to delays in completion of the Work. However, the County has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, departmental and public inconvenience and additional contract administration costs. Therefore, for each and every day of delay past the Completion Date (including and, as adjusted by, time extensions) of this Contract, the Contractor will be liable to the County, as liquidated damages (and not as a penalty), in the amount of One Thousand Dollars and No/100 (\$1,000.00) for each and every calendar day the Contractor is at fault for the delay. The County reserves the right to deduct said liquidated damages from any amount due the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety.

17. **CONSTRUCTION DEFECT ACTION REFORM ACT.** The County and the Contractor agree that this Contract, the Work performed hereunder and the rights and remedies of each party shall be governed by the terms of this Contract, and shall not be subject to the Construction Defect Action Reform Act, C.R.S. §§ 13-20-801 et seq.

18. **KNOWLEDGE OF THE WORK.** Before submitting a proposal, the Contractor has become fully informed regarding the Work and any materials or equipment required, including the amount or quantity thereof. No adjustment or modification shall be allowed for any

misunderstanding of the Work or of equipment or material requirements, or of the provisions contained in this Contract and in the other Contract Documents. The selection of materials and equipment for the Work shall be in accordance with the Contract Documents and the laws of Colorado.

19. **SAFETY**. The Contractor shall perform the Work in compliance with the requirements of the United States Occupational Safety and Health Act.

20. **CHANGES IN THE WORK**. The County Representative may from time to time, by written notice to the Contractor, extend the Start or Completion Date or make changes in the Work necessary or convenient to accomplish the purpose intended by this Contract. The County Representative shall have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process administrative change orders affecting the Contract Price or quantity of work to be performed. All other changes to this Contract must be made by contract amendments. The Contractor shall not commence any changed or increased work prior to receipt of a duly executed change order or contract amendment unless directed by the County as provided herein. Except as provided below, the County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein. In the event (i) the County requires additional compensable work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor has submitted to the County an estimate of the cost for the additional compensable work, then the County shall reimburse the Contractor for the costs associated with such additional work on a periodic basis in accordance with the terms of this Contract.

21. **AMENDMENT**. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services, unless specifically authorized by the County Representative, his delegate or the Board of County Commissioners.

22. **TERMINATION**. The County reserves the right to terminate this Contract, for its convenience or the convenience of others in whole or in part, with or without cause, by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to

termination and satisfactorily performed. The provisions of Paragraph 15 will apply in the event of termination by the County for default by the Contractor.

23. **APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the County Representative. Prior to commencing any Work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Contract. The Contractor shall be responsible for coordination of the Work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Contract so far as applicable. This Contract is voidable by the County if subcontracted by the Contractor without the express written consent of the County.

24. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

25. **INDEMNIFICATION, INSURANCE, BONDS AND GUARANTEES.**

(A) **Indemnification.** The Contractor agrees to and does indemnify and hold the County and its agents and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses, including attorney's fees, relating to or arising out of any act or omission of the Contractor and its employees, agents, subcontractors or consultants relating to the Work.

(B) **Insurance.** The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor shall provide certificates evidencing such coverage to the County Representative prior to commencing the Work and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County,

the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

(C) Performance and Payment Bonds. The Contractor shall furnish at its expense a separate performance bond and labor and materials bond, each for an amount not less than one hundred percent (100%) of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the County. The bonds shall remain in effect through Final Acceptance, and continuing in effect through completion of all warranty and guaranty work and shall be delivered to the County prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.

(D) Guarantee. The Contractor guarantees the Work against defects in workmanship and materials for a period of two (2) years commencing on the Substantial Completion (the "Guarantee Period"). The Contractor shall also assign to the County any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer. The Contractor shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Guarantee Period in accordance with the Contract and without expense to the County. If the Contractor fails to proceed promptly in accordance with these guarantees, the County may have the work performed at the expense of the Contractor. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, plans, reports, drawings and other services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct errors, omissions, or other deficiencies that occur.

"Substantial Completion" of the Work or designated portion thereof shall mean the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

(E) Bonds and Certificates of Insurance. All bonds, certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor prior to commencement of the Work to:

Rocky Mountain Metropolitan Airport
11755 Airport Way
Broomfield, CO, 80021
Attn: Aubrey McGonigle

Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance and bonds have been accepted by the County.

26. **EQUAL EMPLOYMENT OPPORTUNITY; USE OF COLORADO LABOR; ILLEGAL ALIENS.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by Contractor. The term “Colorado labor” means any person who is a resident of the State of Colorado at the time of employment. The Contractor shall not knowingly employ unauthorized or illegal aliens to perform any portion of the Work, and shall comply with the provisions of the Immigration Reform and Control Act of 1986.

27. **OFFICIALS NOT TO BENEFIT.** No elected or employed member of County government shall directly or indirectly be paid or receive any share or part of this Contract or any benefit that may arise therefrom. The Contractor warrants that it has not retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract.

28. **SALES TAX EXEMPTION.** The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

29. **APPROPRIATION.**

(A) As of the date of execution of this Contract, and for the express purpose of complying with the County’s financial obligations hereunder, the County has appropriated funds equal to or in excess of the Contract Price. The County will not issue a Change Order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(B) The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County’s fiscal year is currently the calendar year.

30. **MISCELLANEOUS PROVISIONS.**

(A) **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Colorado and venue for any action shall be in the County of Jefferson, State of Colorado.

(B) **Assignability.** This Contract is voidable by the County if assigned by the Contractor without the prior written consent of the County.

(C) **Survival Clause.** Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.

(D) **Notices.**

(i) “Key Notices” under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (A) confirmed electronic transmission (as defined in subsection (ii) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (B) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (C) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection 30(D)(i)(B) or 30(D)(i)(C) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

The Contractor:

T-Bone Construction, Inc.
1310 Ford Street
Colorado Springs, Colorado 80915
Tel: (719) 570-1456
Email: joe.opyd@tboneconstruction.com

The Engineer:

Enertia Consulting Group, LLC
Attn: Bonner Gilmore
1529 Market Street, Suite 200,
Denver CO 80202
Tel: (720) 473-3131
Email: bonner.gilmore@enertiagc.com

The County:
11755 Airport Way
Broomfield, CO, 80021
Tel: (303) 271-4850
Email: amcgonig@jeffco.us

and

Bill Branyan
Surf Fore, LLC
1529 Market Street, Suite 200,
Denver CO 80202
Tel: (303) 884-5115
Email: wrb@urbanfrontier.com

with a copy to:
Jefferson County Attorney
100 Jefferson County Parkway, #5500
Golden, Colorado 80419
Tel: (303) 271-8900
E-mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(ii) Electronic Transmissions. The parties agree that: (A) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (B) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (C) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

(E) Compliance with the Laws. The Contractor shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules or ordinances that affect those employed or engaged by it, the materials or equipment used or the conduct of the Work and shall procure any and all necessary approvals, licenses and permits, all at its own expense.

(F) County's Ownership of Documents. Any data, reports, drawings, documents or other things or information provided by the County to the Contractor during the performance of the Work and any reports, drawings or other writings required under this Contract to be produced by the Contractor shall be and remain the sole property of the County at all times. The Contractor shall return or provide to the County all data, reports, drawings, documents or other things by the Completion Date and before payment of the Contract Price.

(G) Documents on Site. The Contractor shall maintain at the site for the County one (1) record copy of all drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record all changes made during construction. The reference record drawings will be reviewed monthly by the County for acceptability. If, in the judgment of the County, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.

(H) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

(I) Waiver. No term or condition of this Contract shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.

(J) Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(K) Electronic Signatures. The parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**JEFFERSON COUNTY
STATE OF COLORADO**

By: _____
Libby Szabo, Chairman
Board of County Commissioners

STATE OF COLORADO
COUNTY OF JEFFERSON

This Construction Contract was acknowledged before me this _____ day of _____, 2016, by Libby Szabo, Chairman of the Jefferson County Board of County Commissioners, State of Colorado.

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

Notary Public

APPROVED AS TO FORM:

Assistant County Attorney

CONTRACTOR:

T-BONE CONSTRUCTION, INC.

By: _____
Joseph Opyd, Vice President

STATE OF COLORADO
COUNTY OF _____

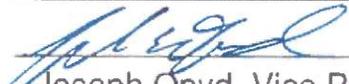
This Construction Contract was acknowledged before me this _____ day of _____, 2016, by Joseph Opyd as Vice President of T-Bone Construction, Inc.

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

Notary Public

BID SHEET

Bidder Information

Company Name: T-Bone Construction, inc. EIN: 84-1226775
 Company Name as filed with the Secretary of State, if corporate entity: T-Bone Construction, Inc.
 (Colorado Secretary of State Website, for reference purposes, is <http://www.sos.state.co.us/>)
 Phone Number: 719.570-1456 Fax Number: 719-591-5217
 Company Address: 1310 Ford Street
Colorado Springs, CO 80915
 Authorized Signature: 
 Printed Name and Title: Joseph Opyd, Vice President
 E-mail Address: joe.opyd@tboneconstruction.com
 Date: 4/14/16

Base Bid

Bidding \$ 592,580.66 Total amount not to exceed for all labor, equipment and materials required for the goods and/or services as specified herein.

Bid Alternates

Bid Alternates will be reviewed and accepted or rejected at the County's option. Coordinate related Work and modify surrounding Work as required.

- Bid Alternate A - Bidding \$ 1,400.00 additional **added** amount to the Base Bid Amount for **Sign Demolition.**
- Bid Alternate B - Bidding \$ 1,220.00 additional **added** amount to the Base Bid Amount for **Misc. Demolition-Culverts.**
- Bid Alternate C - Bidding \$ 49,250.00 additional **added** amount to the Base Bid Amount for **Spreading Soil from Stockpile.**

Bid Schedule

The attached Bid Schedule is intended to be the basis for payment of quantities actually installed an accepted in place on this project and must be completed and returned with the Bid Sheet.

Authorized Representative

Refer to page 4 of the sample contract.

Indicate the name of the Authorized Representative who will be assigned to this project:

Joseph Opyd

Performance Period

Proposed performance period is number of calendar days. Refer to page 4 of the sample contract.

Proposing: 70 calendar days

BID SHEET

Key Notices

Refer to page 18 of the sample contract.

Indicate the name and title of the individual who will receive Key Notices Joseph Opyd

Company E-mail Address joe.opyd@tboneconstruction.com

Mailing Address 1310 Ford Street Colorado Springs, CO 80915

Telephone Number (719)570-1456

Authorized Signatory for Contract

Refer to page 22 of the sample contract.

Name and Title of Authorized Signatory: Joseph Opyd

The County accepts the signatures on contracts from the following individuals:

Limited Liability Company (LLC) - Manager or Member

Corporation (For-Profit or Non-Profit) President or Vice President

General Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Limited Liability Limited Partnership (LLLLP) - General Partner

Basis of Award

Any subsequent award will be made to the responsive and responsible bidder that offers the Best Value to the County based upon, but not limited to, any combination of the Base Bid amount, Unit Prices, and Bid Alternate, the proposed Performance Period, and information contained in the Qualifications Questionnaire.

Price and Payment

Refer to page 8 of the sample contract.

Insurance and Risk Management

The successful Contractor shall be required to furnish the County with certificates of insurance for the insurance types and limits as detailed on the attached insurance exhibit prior to performing any activity on this project. Jefferson County, Colorado shall be the **Certificate Holder** and shall be named as **Additional Insured**. All subcontractors must meet the same insurance requirements unless a deviation has been approved.

Indicate your ability to comply with the following requirements:

- a. Your firm agrees to meet all insurance requirements. **If no, provide details on Exceptions sheet.**

Yes No

- b. The County shall be added as an Additional Insured to all liability policies:

Yes No

- c. Your property and liability insurance company is licensed to do business in Colorado:

Yes No

- d. Indicate the name of your property and liability insurance company here:

BID SHEET

Name: Westfield Insurance

e. Your property and liability insurance company has an AM Best rating of not less than A- and/or VII:

Yes No

Provide a response to the following:

Has your firm filed for bankruptcy or corporate protection under applicable federal or state laws in the last seven (7) years?

Yes No

Cooperative Purchasing

Jefferson County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Please indicate if you agree to extend the prices and terms of the resulting award to other local government agencies in the event they would have need for your product/services:

Yes No

Submittal Checklist

The following documents are to be returned with your bid. **Nonresponsive or incomplete submittals may be deemed cause for rejection.**

Place a check (✓) against each document submitted.

1. Submit **ONE (1)** original and **ONE (1)** additional copy of all information requested herein, including all attachments, unless otherwise indicated.

2. This completed and signed Bid Sheet and the signed Unit Price Schedule

3. The completed and signed Qualifications Questionnaire (QQ).

4. Attachments for the following items referenced on the QQ:

#7. List of capital improvement projects for Jefferson County, if applicable

#8. List of capital improvement projects for Colorado Department of Transportation, if applicable

#9. List of capital improvement projects for Broomfield County, if applicable

#10. Project information

#12. Details on liquidated damages and/or disputes, if applicable

#14. List of subcontractors (if applicable).

#16. Details on lawsuits (if applicable)

#17. Details on charges filed (if applicable)

5. Exceptions sheet, if applicable.



Exceptions:

We have priced the two line items on the bid-sheet for cut/fill and spreading the dirt as the same costs as understand that this material will need to be mixed and compacted just the soils for the other 3 lots. If this is untrue, and we are only able to “spread” this material, then we can reduce this pricing to \$1.15/CY. Please let us know if you have any other questions on this.

METROPOLITAN AIRPORT EAST
 FILING NO. 1 REPLAT A
 MARCH 2016
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

EARTHWORK				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
SITE PREPARATION				
TOPSOIL (STRIP TO PLACE/SPREAD UNCOMPACTED)	CY	3,578	\$1.20	\$4,293.60
SUB-TOTAL SITE PREPARATION				\$4,293.60
GRADING AND CONST. ACCESS ROAD				
CUT TO FILL (ONSITE, 0' TO 1200' HAUL, UNADJUSTED)	CY	5,000	\$1.97	\$9,850.00
ROADWAY SUBEX AND CONDITION (4' BELOW AGGREGATE BASE COURSE)	CY	4,187	\$1.95	\$8,164.65
SUB-TOTAL GRADING AND CONST. ACCESS ROAD				\$18,014.65
EROSION & SEDIMENT CONTROL				
SILT FENCE	LF	1,397	\$0.95	\$1,327.15
TEMPORARY / PERMANANT SEEDING	AC	5.7	\$975.00	\$5,557.50
VEHICLE TRACKING PAD	EA	1	\$750.00	\$750.00
INLET PROTECTION	EA	10	\$175.00	\$1,750.00
OUTLET PROTECTION	EA	4	\$75.00	\$300.00
CONCRETE WASHOUT INSTALLATION	EA	1	\$1,300.00	\$1,300.00
EROSION & SEDIMENT CONTROL INSPECTION & MAINTENANCE	LS	1	\$1,600.00	\$1,600.00
STOCKPILE MANAGEMENT WITH PROTECTION	LS	1	\$2,500.00	\$2,500.00
STABILIZED STAGING AREA	EA	1	\$2,200.00	\$2,200.00
SUB-TOTAL EROSION & SEDIMENT CONTROL				\$17,284.65
TOTAL EARTHWORK				\$39,592.90

METROPOLITAN AIRPORT EAST
 FILING NO. 1 REPLAT A
 MARCH 2016
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

WET UTILITIES				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
STORM SEWER SYSTEM				
12" R.C.P. CLASS III	LF	83	\$31.72	\$2,632.76
18" R.C.P. CLASS III	LF	192	38	\$7,296.00
24" R.C.P. CLASS III	LF	497	\$53.28	\$26,480.16
30" R.C.P. CLASS III	LF	124	\$67.53	\$8,373.72
12" FLARED END SECTION	EA	4	\$629.31	\$2,517.24
18" FLARED END SECTION	EA	4	\$812.31	\$3,249.24
24" FLARED END SECTION	EA	2	\$984.31	\$1,968.62
30" FLARED END SECTION	EA	1	\$1,229.31	\$1,229.31
6" DIA MH W/24" COVER	EA	1	\$3,422.31	\$3,422.31
POND OUTLET STRUCTURE (TYPE "D" INLET)	EA	1	\$3,486.31	\$3,486.31
TYPE L RIP RAP	TONS	154	\$32.10	\$4,943.40
TYPE M RIP RAP	TONS	155	\$32.60	\$5,053.00
TYPE "R" INLET (5')	EA	3	\$2,417.31	\$7,251.93
SUB-TOTAL STORM SEWER SYSTEM				\$77,904.00
WATER DISTRIBUTION SYSTEM				
12" P.V.C. WATERLINE W/BEDDING	LF	912	\$35.28	\$32,175.36
12" WATER LINE LOWERING (RESTRAINED - INCLUDES 4-45-DEG VERTICAL BENDS)	EA	1	\$1,934.08	\$1,934.08
CONNECT TO EXISTING	EA	2	\$1,004.75	\$2,009.50
12" MJ GATE VALVE W/BOX	EA	6	\$2,776.69	\$16,660.14
12"x12" MJ TEE	EA	3	\$762.73	\$2,288.19
12" MJ 11.25-DEG BEND	EA	1	\$508.42	\$508.42
12" MJ 22.5-DEG BEND	EA	2	\$528.62	\$1,057.24
12" MJ 45-DEG BEND	EA	2	\$548.02	\$1,096.04
12" PLUG WITH BLOWOFF (TEMP)	EA	1	\$2,123.05	\$2,123.05
		3		
FH ASSEMBLY (FH, 6" GATE VALVE, SWIVEL ADAPTOR, 12"X6" MJ TEE)	EA		\$4,724.19	\$14,172.57
6" FH D.I.P. POLYETHYLENE WRAPPED WATERLINE W/BEDDING	LF	39	\$17.86	\$696.54
1.5" WATER TAP & METER (SERVICE)	EA	3	\$2,647.64	\$7,942.92
1" IRRIGATION TAP & METER	EA	1	\$1,912.92	\$1,912.92
SUB-TOTAL WATER DISTRIBUTION SYSTEM				\$84,576.97
SANITARY SEWER SYSTEM				
8" PVC W/BEDDING	LF	936	\$36.42	\$34,089.12
4" PVC SERVICE	EA	5	\$583.80	\$2,919.00
4" DIA MH	EA	5	\$2,240.22	\$11,201.10
8" PLUG (TEMP)	EA	1	\$34.41	\$34.41
CONNECT TO EXISTING	EA	1	\$1,241.06	\$1,241.06
SUB-TOTAL SANITARY SEWER SYSTEM				\$49,484.69
TOTAL WET UTILITIES				\$211,965.66

METROPOLITAN AIRPORT EAST
 FILING NO. 1 REPLAT A
 MARCH 2016
 UNIT PRICE SCHEDULE-REVISED PER ADDENDUM #1

SURFACE IMPROVEMENTS				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
DEMOLITION				
SAW CUT	LF	276	\$9.10	\$2,511.60
REMOVE PAVEMENT	SY	118	\$2.00	\$236.00
SUB-TOTAL DEMOLITION				\$2,747.60
PAVEMENT				
SUBGRADE PREP	SY	3140	\$2.80	\$8,792.00
HOT BITUMINOUS PAVEMENT (6.5")	SY	2071	\$33.10	\$68,550.10
AGGREGATE BASE COURSE (12")	SY	3140	\$17.60	\$55,264.00
SUB-TOTAL PAVEMENT				\$132,606.10
CONCRETE				
VERTICAL CURB AND GUTTER (2' CATCH)	LF	1660	\$16.80	\$27,888.00
VERTICAL CURB AND GUTTER (1' SPILL)	LF	16	\$13.20	\$211.20
8' CROSS PAN	EA	4	\$1,680.00	\$6,720.00
CURB RAMPS	EA	11	\$480.00	\$5,280.00
DETACHED SIDEWALK (5' WIDE, 6" THICK)	SF	9902	\$5.60	\$55,451.20
TRAIL (5' WIDE, 6" THICK)	SF	658	\$5.60	\$3,684.80
TRAIL (8' WIDE, 6" THICK)	SF	5047	\$5.60	\$28,263.20
SUB-TOTAL CONCRETE				\$127,498.40
SIGNAGE & STRIPING				
STOP BARS	EA	3	\$232.00	\$696.00
SIGN PANELS (STREET & STOP SIGNS) MORE THAN ONE SIGN PER POST	EA	15	\$130.00	\$1,950.00
ROAD CLOSED TYPE 3 BARRICADE	EA	1	\$1,550.00	\$1,550.00
SUB-TOTAL SIGNAGE & STRIPING				\$4,196.00
TOTAL SURFACE IMPROVEMENTS				\$267,048.10

MISC.				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
MOBILIZATION	LS	1	\$48,500.00	\$48,500.00
TRAFFIC CONTROL	LS	1	\$8,500.00	\$8,500.00
4" PVC SLEEVING FOR DRY UTILITIES AND IRRIGATION	LF	1450	\$3.12	\$4,524.00
SURVEY	LS	1	\$12,450.00	\$12,450.00
TOTAL MISC.				\$73,974.00

BASE BID PROJECT TOTAL **\$592,580.66**

BID ALTERNATIVES				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
ALTERNATE				
SIGN DEMOLITION - PROTECT AND RETURN SIGN PANELS TO AIRPORT	LS	1	\$1,400.00	\$1,400.00
MISC. DEMOLITION - CULVERTS	LS	1	\$1,220.00	\$1,220.00
SPREAD SOIL FROM STOCKPILE	CY	25,000	\$1.97	\$49,250.00
TOTAL BID ALTERNATIVES				\$51,870.00

PROJECT TOTAL WITH ALTERNATES **\$644,450.66**

SIGNATURE Joseph Opyd 

DATE 15 April 16

	EXHIBIT B - INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Products and completed operations aggregate	\$1M ea occurrence \$2M general aggregate \$2M
	Commercial automobile liability insurance - including hired and non-owned vehicles, and statutory Colorado uninsured/under-insured motorist liability coverages. Combined single limit for bodily injury and property damage each accident. MCS 90 for vehicles carrying hazardous materials.	\$1M ea occurrence
	Excess/Umbrella Liability	\$2M each Occurrence and Aggregate
	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
IV	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required

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BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

International Fire Codes Adopted by Various Fire Protection Districts

May 3, 2016

For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE:

Adoption of a resolution approving the application of the fire codes adopted by Coal Creek, Fairmont, Genesee, Golden Gate, Indian Hills, Inter-Canyon, North Fork, North Metro, Pleasant View, West Metro and Wheat Ridge Fire Protection Districts ("Districts") in the portion of the unincorporated boundaries of the County that are within the Districts' boundaries.

BACKGROUND:

The Districts have adopted new fire codes which include the 2015 Edition of the International Fire Code with various amendments. C.R.S. Section 32-1-1002(1)(d) requires the Board of County Commissioners to adopt a resolution agreeing that the fire codes or a portion of the fire codes adopted by the Districts that may apply within the unincorporated area of the District's boundaries before the Districts may enforce their fire codes within unincorporated Jefferson County. The Districts are requesting that the Board adopt such a resolution.

DISCUSSION:

The enforcement of the Districts' fire codes will be the sole and exclusive responsibility of the Districts. The approval of the fire codes does not supersede, amend, waive or otherwise affect the provisions or the enforcement of any other Jefferson County codes, ordinances or regulations. The approval of the fire codes does not extend to any subsequent alteration, modification, rescission, repeal or amendment, in whole or in part, of the fire codes.

The proposed amendments within each of the aforementioned Districts' fire codes were reviewed with the Building Safety Division and the Districts in a cooperative effort to identify and resolve conflicts with Jefferson County adopted codes. The review is of the technical safety standards and not the administrative provisions or resulting business practices of the Districts.

The Districts' proposed fire codes must meet the minimum fire safety standards adopted by ordinance by the Board of County Commissioners. The Board of County Commissioners adopted the 2015 International Fire Code and appendices D, E and F as the minimum fire safety standard. It is staff's opinion that the Districts' fire codes referenced above comply with the minimum fire safety standards adopted by the Board of County Commissioners.

Specific provisions in the Districts' codes which staff believes the Board should be made aware:

- Appendix E was adopted as part of the County's minimum standard but has not been adopted by Fairmont, Pleasant View, West Metro and Wheat Ridge. Appendix E, however, states that it is for informational purposes and it assists in determining hazard categories. The safety requirements provided by the International Fire Code are unaffected.

- Golden Gate has adopted minimum requirements for cistern size for new residential cisterns but also adopted a provision which states “Alternately, the Fire Chief or his designated representative may approve a contribution to a community cistern fund in an amount to be determined by the Golden Gate Fire Protection District Board.” This is a fairly vague provision. Staff is aware that previously citizens in the Golden Gate Fire District expressed concerns to the Board of County Commissioners about the District requiring citizens to pay fees in lieu of installing cisterns.

None of the above provisions cause the Districts' fire codes to fail to conform to the fire code standards adopted by the Board of County Commissioners.

FISCAL IMPACT:

None

RECOMMENDATIONS:

Staff recommends that the Board direct staff to schedule a future hearing for the approval of the Districts' fire codes as adopted by the Districts.

CONTACTS FOR ADDITIONAL INFORMATION:

Jeanie Rossillon, Development & Transportation Director, 303-271-8575

Becky Baker, Building Safety Director, 303-271-8284

Gay Ummel, Assistant County Attorney, 303-271-8963

Clint Fey, Director of Emergency Management, 303-271-4901

Resolution No. 2015-04
Fire Code
West Metro Fire Protection District

A RESOLUTION ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND PROVIDING FOR THE ISSUANCE OF PERMITS FOR HAZARDOUS USES OR OPERATION.

WHEREAS, the Board of Directors of the West Metro Fire Protection District have previously adopted the 2012 International Fire Code in part; and

WHEREAS, the Board of Directors deems it necessary to adopt the following code for the purpose of establishing rules of conduct and standards for the protection of life, health, property, security and welfare of the inhabitants of the District; and

WHEREAS, the Board of Directors has considered the effect of fire code enforcement within the boundaries of the District and has determined that enforcement of the proposed codes would not cause undue hardship or suppression of economic growth within the District; and

WHEREAS, the Board of Directors has studied the necessity for realistic and reasonable level of fire protection to be provided by an urban fire protection district.

NOW, THEREFORE BE IT RESOLVED THAT:

SECTION I: Adoption of the 2015 International Fire Code.

There is hereby adopted by the West Metro Fire Protection District for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials, or explosion, that certain Codes known as the International Fire Code, including Appendix Chapters: **B** (Fire-Flow Requirements for Building), **C** (Fire Hydrant Locations and Distribution), **D** (Fire Apparatus Access Roads) with specifications approved by the Fire Marshal, **F** (Hazard Ranking), **G** (Cryogenic Fluids-Weight and Volume Equivalents), **H** (Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions), **I** (Fire Protection Systems-Noncompliant Conditions), **K** (Construction Requirements for Existing Ambulatory Care Facilities), **L** (Requirements for Firefighter Air Replenishment Systems – new buildings only) as published by the International Code Council, being particularly the 2015 edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended by the Resolution, of which said Code are now filed in the offices of the West Metro Fire Protection District, and the same are hereby adopted and incorporated as fully as if set out at length herein.

The date on which this Resolution shall take effect within the incorporated municipalities within this District shall be the date of approval by the governing board of said municipality and the date on which it shall take effect within the unincorporated portions of Jefferson County and Douglas County shall be on the date of approval by the Board of County Commissioners in and for Jefferson County, State of

Colorado and Douglas County, State of Colorado. This Code shall be in effect within the territorial limits of the West Metro Fire Protection District.

SECTION II: Establishment and Duties of Life Safety Inspectors.

Organizational structure and duties of the Life Safety Division shall be as provided by the District's rules and regulations and internal organizational structure.

SECTION III: Definitions. The following definitions shall be utilized in addition to those set forth in the International Fire Code:

Wherever the word "jurisdiction" is used, it is meant to be inclusive of the boundaries of the West Metro Fire Protection District as they now or may hereafter exist.

Wherever the terms "Chief" or "Chief of the Life Safety Division" are used, they shall be held to mean the Fire Chief of the West Metro Fire Protection District, or the District's Fire Marshal or a designated member of the District.

Wherever the term "Board" is used, it shall be held to mean the Board of Directors of the West Metro Fire Protection District.

Wherever the term "International Building Code" is used, it shall be held to mean the International Building Code as adopted, amended and incorporated into the Jefferson County Building Code for unincorporated portions of Jefferson County or the International Building Code as adopted, amended and incorporated into the applicable municipality's Building Code within a municipality's territorial limits. Wherever the term "International Building Code" is used, it shall be held to mean whatever Building Code (Uniform/International) as adopted, amended and incorporated into the Douglas County Building Code for unincorporated portions of Douglas County.

Wherever the terms "Fire Detection System" or "Fire Alarm System" are used, they shall be held to mean an approved analog/addressable system for automatic and manual initiating devices as defined by NFPA 72. All fire detection and alarm systems shall include full NFPA 72 compliant notification. All fire detection and alarm systems shall be monitored by an Underwriters Laboratory (UL) 827 listed and approved Central Supervising Station or equivalent. This does not imply a requirement for Central Station Service as defined by NFPA 72. All components shall be approved by the West Metro Fire Protection District and installed per NFPA 72.

SECTION IV: Amendments made in and to the International Fire Code.

The International Fire Code is amended and changed in the following respects:

- ❖ 1. Chapter 1, §102.11 shall be amended by the addition of the following section:

102.11.1 "Rules and regulations promulgated by the State of Colorado under the authority established by Sec. 24-33.5-1204.5, C.R.S. including, but not limited to the 2015 Colorado Fire Suppression Rules, shall be enforced under the provisions of sections 102.8 through 102.11."

- ❖ 2. Chapter 1, §103.4 shall be amended by the addition of the following sentence: “Nothing herein shall be construed as a waiver of immunities provided by §24-10-101, *et seq.*, C.R.S. or by other statutes, or by the common law.”
- ❖ 3. Chapter 1, §104.6 shall be changed to the following “The fire code official shall keep official records as required by Sections 104.6.1 through 104.6.4. Such official records shall be retained for not less than six years.”
- ❖ 4. Chapter 1, §104.11 shall be amended by the addition of the following sentence: “The authority of the Fire Chief of the District or designated members of the Life Safety Division and District to act as police officers shall only extend as far as the authority set forth in §32-1-1002, CRS, or other applicable state statutes.”

- ❖ 5. Chapter 1, §108 shall be amended by the addition of the following sections:

108.4 “An appeal shall be heard by a subcommittee of three members of the Board, designated annually by the Board as members of the Appeal Committee. The decision of the Appeal Committee shall be deemed as final agency action for purposes of any grievant seeking judicial review of an adverse decision.

108.5 The Board, upon recommendation of the Appeals Committee or the chief or upon its own motion, may enter into written agreements for enforcement or compliance with the owner, lessee, occupant or authorized agent thereof, of any property, building or structure, or any interested person directly affected by the application of this code. Said agreements may extend the time for compliance with this code, and may contain such terms and conditions that the Board deems appropriate to adequately protect the life, health, property, security and welfare of the general public.

108.6 Persons within the territorial limits of the City of Lakewood aggrieved under this code may file an appeal with the Board of Appeals of the City of Lakewood as may be provided in the Lakewood Municipal Code.

108.7 Persons within the territorial limits of Douglas County aggrieved under this code may file an appeal with the created Regional Fire Code Board of Appeals adopted by the Douglas County Commissioners.

108.8 Persons not within the territorial limits of the City of Lakewood or the territorial limits of Douglas County aggrieved under this code may file an appeal with the Board of the West Metro Fire Protection District under Chapter 1, §108 of the International Fire Code.”

- ❖ 6. Chapter 1, §109.4 and §111.4, Violation penalties and Failure to comply, shall be replaced and amended as follows;

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be guilty of a Fire Code Violation. City ordinance and County resolutions shall stipulate what the

offense(s) will be. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fine and/or imprisonment up to the maximum specified in §32-1-1001 and §32-1-1002, CRS. City ordinance and County resolutions shall stipulate what the offense(s) will be.

❖ 7. Chapter 1, §114 shall be added as follows:

“114 Inspection Fees:

(a) Pursuant to §32-1-1002 (1)(e)(II) CRS, the Board may fix and from time to time may increase or decrease fees and charges, at its discretion, for inspections and review of plans and specifications, which are:

- (1) Requested or mandated for existing structures, buildings and improvements; and
- (2) Necessitated in conjunction with any county regulation, resolution or condition of development; or
- (3) Performed in conjunction with the construction of new structures, buildings, and improvements.

(b) Said fees and charges may, at the discretion of the Board, include a charge for reimbursement to the district of any consultation fees, expenses or costs incurred by the district in the performance of the inspections or review of the plans and specifications.”

❖ 8. Chapter 1, §115 shall be added as a new section to read as follows: “Section 115, This Chapter shall be interpreted to be consistent with the provision of §32-1-1002(3), CRS”

❖ 9. Chapter 5, §503.2 Add the sentence, “See Appendix D for further requirements.”

❖ 10. Change §503.2.1 to read “Fire apparatus access roads shall have an unobstructed width of not less than 24 feet for two-way streets and 16 feet for one-way streets, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches

❖ 11. Chapter 5, §503.2.3 Add “Grass concrete and similar surfaces are not allowed”.

❖ 12. Change §503.2.4 to read “Turning radius. The required turning radius of a fire apparatus access road shall be an inside radius of 25 feet and an outside radius of 50 feet or as determined by the fire code official. Computer modeling may be required to establish that fire apparatus with West Metro Fire Protection District specifications can adequately maneuver proposed access pathways”

- ❖ 13. Change §503.2.8 as follows; “Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be no greater than 10% or within the limits established by the fire code official based on the District’s apparatus.”
- ❖ 14. Change §507.5.1 as follows; Delete the first exception. Change exception 2 to read “For buildings equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, a fire hydrant shall be located a minimum of 50 feet and a maximum of 100 feet from the Fire Department Connection(s) in an approved location.”
- ❖ 15. Change §507.5.1.1 “507.5.1.1 Hydrants for standpipe and/or automatic sprinkler systems. Buildings equipped with a standpipe system installed in accordance with Section 905, and/or an automatic sprinkler system installed in accordance with 903.3.1.1 or 903.3.1.2 shall have a fire hydrant a minimum of 50 feet and a maximum of 100 feet from the fire department connection(s) in an approved location.”
- ❖ 16. Change §510.4.1.1 to the following: “Minimum signal strength into the building. A minimum signal strength of -85dBm shall be receivable within the building.”
- ❖ 17. Change §510.4.1.2 to the following: “Minimum strength out of the building. A minimum signal strength of -90dBm shall be received by the agency’s radio system when transmitted from within the building.”
- ❖ 18. Add §510.4.1.3 as follows: “If the field strength OUTSIDE the building where the receiving antenna system for the in-building system is located is less than the (-85 dBm), then the minimum required in-building field strength shall equal the field strength being delivered to the receive antenna of the building.”
- ❖ 19. Add §510.5.5 as follows: “All essential components shall be installed in a room accessible for repair and testing within the structure that is rated at 2-hours.”
- ❖ 20. §901.6, Add to the end of the Section: “The Fire Marshal shall approve the removal of any nonrequired fire protection systems or equipment.”
- ❖ 21. Change §903.4.2 to read “Alarms. An approved audible/visual appliance, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm appliances shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.”
- ❖ 22. Chapter 9, §907.6.6 shall be added and read as follows: “907.6.6.3 Fire alarm panels and security alarm panels shall be separate and not combined.”
- ❖ 23. Chapter 10 §1025.1, add occupancy type “R-2” to the list of buildings requiring luminous egress path markings.
- ❖ 24. Add §1103.7.8, as follows;

“The 2015 International Existing Building Code (IEBC) may be used as a guideline for the upgrading of life and fire safety systems in existing buildings. However, the AHJ maintains

the right to require upgrades or alterations to these systems outside of the IEBC. This will be as necessary for maintaining the accepted level of life and fire safety within the jurisdiction.

- ❖ 25. Chapter 53, §5307.1, Add, “The provisions of this section shall apply to new or existing systems”.
- ❖ 26. Chapter 56, §5610 shall be added as a new section to read as follows: “Section 5610 This chapter shall be interpreted to be consistent with the provisions of §12-28-101, *et seq.*, CRS and any applicable municipal ordinance or county resolution/ordinance, shall govern all fireworks, their sale, storage and use.”
- ❖ 27. Chapter 61, §6109.13 Delete the exception.
- ❖ 28. Appendix B Table B105.1(1) The minimum fire-flow shall not be less than 1000 gallons per minute for all fire-flow calculation areas.
- ❖ 29. Appendix B Table B105.2 Change the reduction percentage allowed to “up to 50%.”
- ❖ 30. Add §C102.1.1 “For buildings equipped with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, a fire hydrant shall be located a minimum of 50 feet and a maximum of 100 feet from the Fire Department Connection in an approved location.”

SECTION VI: Penalties

- (a) Any owner, lessee, agent, or occupant of any building or premises maintaining any condition likely to cause fire or to constitute an additional fire hazard or any condition which impedes or prevents the egress of persons from such building or premises in violation of the provisions of CRS §32-1-1002(3), shall be deemed to be maintaining a fire hazard. Any person who violates any provision of said Section V, subsection (c) is guilty of a misdemeanor. Each day in which such violation occurs shall constitute a separate violation of CRS §32-1-1002(3).
- (b) The application of the above penalty shall not be construed to prevent the enforced removal or correction of prohibited conditions or other injunctive relief.

SECTION VII: Repeal of Conflicting Ordinances or Resolutions.

All former ordinances or resolutions enacted by the District or parts thereof conflicting or inconsistent with the provisions of this resolution of the Code or standards hereby adopted are hereby repealed.

SECTION VIII: Validity and Conflict.

The Board hereby declares that should any section, paragraph, sentence or word of this resolution or of the code or standards hereby adopted be declared for any reason to be invalid, it is the intent of the Board that it would have passed all other portions of this resolution independent of elimination here from of any such portion as may be declared invalid. It is further the declaration of the Board that no provision of this resolution or the code or standards adopted herein be interpreted in conflict with existing State law. In the event there is conflict between State law and this code, State law shall take precedent.

SECTION IX: Date of Effect.

This resolution shall take effect and be enforced within incorporated municipalities and unincorporated portions of Jefferson County and Douglas County from and after its approval as set forth in CRS §32-1-1002(1)(d).

Adopted this 20th day of October, 2015.

West Metro Fire Protection District

ATTEST:

By: Pamela M. Guly
President

Wendy A. Volmer
Secretary

SAMPLE



GOLDEN GATE FIRE PROTECTION DISTRICT

P.O. Box 843 - Golden, CO 80402-0843

(303) 279-3538

2015 INTERNATIONAL FIRE CODE (IFC) ADOPTION RESOLUTION GOLDEN GATE FIRE PROTECTION DISTRICT

A RESOLUTION ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE

WHEREAS, the Golden Gate Fire Protection District provides fire protection services to part of the unincorporated limits of the County of Jefferson, Colorado; and

WHEREAS, from time to time the Board of Directors have adopted a fire code to provide for uniformity of the requirements within the total District, to assist in the preservation of property and lives, to clarify relations between this and the neighboring Districts, and to promote the prevention of fire and damage within the District; and

WHEREAS, the Colorado State Legislature, through the adoption of the House Bill 1320, has provided in section 1002 [2] of Title 32, Article 1 of the Colorado State Statutes, for the adoption and Enforcement of fire codes by the Colorado Fire Protection Districts; and

WHEREAS, House Bill 1320 also requires that the Board of County Commissioners approve all fire codes adopted by the fire districts which are also within unincorporated portions of a county; and

WHEREAS, the Jefferson has adopted the 2015 edition of the International Fire Code as promulgated by the International Code Council; and

WHEREAS, the Board desires to adopt the same code as adopted by Jefferson County, as amended herein, to provide uniformity, and

WHEREAS, the Board also desires to adopt Appendix Chapters B, C, D, E, F, G and H as promulgated by the International Code Council.

As used herein, the following definitions shall apply:

1. Residential shall mean a one or two-family structure, which is available for occupation for residential purposes.
2. Commercial structure shall mean property that is used primarily for business purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GOLDEN GATE FIRE PROTECTION DISTRICT THAT:

1. The International Fire Code [2015 edition] including Appendix B, C, D, E, F, G and H as promulgated by the International Code Council and listed amendments is hereby adopted.
2. From and after this date, said Code shall be administered and enforced by the Fire Chief of the Golden Gate Fire Protection District or his authorized representative, as required and provided for in section 1002 of Title 32, Article 1 of the Colorado Revised Statutes.
3. The Fire Marshal of the Golden Gate Fire Protection District for the purpose of enforcing said Code shall be considered an authorized representative of the Fire Chief. This section shall not limit the designation of additional authorized representatives if the Chief, within the approval by the Board, deems it necessary for the effective enforcement of the Code.
4. The Code shall take effect for the Golden Gate Fire Protection District upon approval by the County Commissioners.
5. The authority of the Fire Code Official to apply provisions of the 2015 International Fire Code as it relates to residential property shall be limited as outlined in item 6 below.
6. Structures designed and constructed in accordance with the International Residential Code will meet premises identification, fire apparatus access, and water supply requirements of the 2015 International Fire Code. Otherwise, the International Fire Code shall apply to commercial structures and properties only.
7. Residential property owners with structures falling under the International Residential Code who choose not to meet applicable requirements of International Fire Code, may complete an Affidavit of Understanding that shall be recorded with the Jefferson County Clerk and Recorder.
8. Nothing contained herein shall be construed as modifying or limiting the powers, duties and responsibilities of the Fire Chief of the Golden Gate Fire Protection District or his authorized representative to carry out and fulfill those powers and obligations set forth and enumerated in section 1002 of Title 32, Article 1 of the Colorado Revised Statutes as amended.
9. This resolution shall supersede any previously adopted International Fire Codes by the Golden Gate Fire Protection District.

BOARD OF COUNTY COMMISSIONERS BRIEFING PAPER

**Jefferson County Business Education Alliance
May 3, 2016**

For Information x For Discussion/Approval
Prior to Future Hearing For Action

ISSUE:

Shall the Board enter into a contract substantially in the form attached with the Jefferson County Business Education Alliance?

BACKGROUND:

The Jefferson County Business Education Alliance seeks a contract to provide services to the County in connection with its program to provide high school students training in basic business skills. The JCBEA will market the County in connection with the program, as indicated on the attached Scope of Services. The Board of County Commissioners may want to review the deliverables specified in the attached letter.

DISCUSSION:

The Board set aside money in the budget to fund the JCBEA request, should it decide to do so. It was determined that this program was ineligible for funding pursuant to the Workforce Development program. The Board of County Commissioners has authority to provide funds to market the County, and JCBEA provided the attached Scope of Services indicating its proposal to market the County.

FISCAL IMPACT:

The contract is for \$36,000 in 2016. JCBEA indicates that funding for future years is contemplated to form a partnership with the County to establish and stabilize the program, but this is not a multi-year contract.

ORIGINATOR:

Ellen Wakeman

FURTHER INFORMATION:

Kate Newman



March 23, 2016

Board of County Commissioners
Jefferson County, Colorado

Re: Proposal to market Jefferson County through the Jefferson County Business Education Alliance

Dear Commissioners Szabo, Tighe and Rosier,

Thank you so much for your continued support of the work that the Jefferson County Business Education Alliance does with young people. It's refreshing to know that elected officials understand the direct link between training in basic business skills and the ultimate benefit to the business community.

As the former Deputy City Manager in Lakewood, responsible for economic development, I can tell you that the benefits of maintaining a strong employment base is twofold - first in helping our small businesses grow and prosper so that they can continue to provide increased employment opportunities; and then to attract primary employers by demonstrating that we have an educated workforce at the ready to support them.

The Economic Policy Institute released results of a study in 2013 that revealed the following:

- Overwhelmingly, high-wage states are states with a well-educated workforce.
- Providing expanded access to high quality education will not only expand economic opportunity for residents, but also likely do more to strengthen the overall economy than anything else a government can do.
- States can increase the strength of their economies and their ability to grow and attract high-wage employers by investing in education and increasing the number of well-educated workers.
- Investing in education is also good for government budgets in the long run, since workers with higher incomes contribute more through taxes over the course of their lifetimes.

The Jefferson County Business Education Alliance is working on a number of initiatives that strengthen the ability for small businesses to stay in place and grow, employing more people in Jefferson County, as well as attracting larger employers. Among them:

- In 2015 we established a Business/Employer Roundtable to identify the primary Career Ready Skills that the Jefferson County business community feels are important for students to have as they leave high school and enter the work world. We had a number of discussions with representatives from small businesses like the Egg & I to larger employers such as Kaiser

Permanente, Miller Coors, and FirstBank. The recommendations have been endorsed by all chambers of commerce in Jeffco, presented to the Jefferson County Board of Education for consideration in curriculum development and assessment, and incorporated into our Career Ready Workshops for teens ages 15 and older

- Career Ready workshops, focusing on providing high school students training in the basic business skills that will give them the edge in entering the work world, have been taught, by members of the Jefferson County business community, at no cost, after school at several high schools, many more are scheduled, and we're working with the American Job Center to add five more that are in economically depressed areas.
- We are in the process of building a coalition to develop and launch an apprenticeship program that will fill the needs of Jeffco employers, primarily in the manufacturing sector, with qualified apprentices at both the high school and community college level. We've actually already been working on behalf of the County with the Jefferson County School District, Jeffco Economic Development Corporation, Red Rocks Community College, State elected officials and private businesses. This work continues into 2016 and will certainly result in Jefferson County being recognized nationally as leaders in this type of initiative.
- We are launching a series of Entrepreneur Roundtable discussions to hear from small businesses in Jefferson County about the skills needed by young people in order to successfully start and grow a business. We will be partnering with others in the development and training of an Entrepreneur training program for young people. We hope to begin this training in 2017.
- We are in the planning stages of a virtual career day video database that will allow students to explore careers by viewing people from a variety of Jefferson County businesses actually on the job, doing their work.
- Creation of a success tracking system to allow us to better validate the results of the program.

We are already bringing recognition to Jefferson County, Colorado and have been contacted by representatives of the Texas Governor's Office and Kiwanis International's Capital District in Washington, DC to provide information on our program. We feel that there are a number of exceptional ways to bring attention to the progressiveness of Jefferson County in the support of business growth by jointly branding several of our initiatives.

Request

Our request is for the County to partner with us in keeping this important organization growing by contributing \$25,000 to help market, brand and create public relations opportunities that will benefit the County.

Benefits

Jefferson County will be recognized as a leader nationally in the support of its business community through a true partnership with the private sector. In addition, young people who might otherwise not be able to obtain basic business skills will benefit and stay in our county to start their own businesses or become exceptional employees, supporting our business community.

Deliverables

- Jefferson County will be recognized as the Diamond Sponsor of all JCBEA programming.
- Jefferson County will be recognized as the primary supporter in all communication with regional and national entities.
- Jefferson County will have an ex-officio position on the Board of Directors.
- All work done by JCBEA on the Apprenticeship Program will be done on behalf of Jefferson County and County Commissioners will be at the table and serve as spokespersons for the program.
- Jefferson County's logo will be prominently displayed on the JCBEA website, with a link to the County website.
- Jefferson County's logo will appear on all program materials that are provided to students and their families.
- Jefferson County will be publicly recognized at all JCBEA events.
- A press release will be issued, with language developed jointly with the County's communication staff, regarding County and JCBEA efforts to focus on providing a well trained business force to employers.
- The County will be provided with table marketing space at all JCBEA events.
- JCBEA will provide Basic Business Etiquette training in scheduled sessions for County employees.
- Jefferson County will be featured with professional on-site signage at events.
- Jefferson County will be recognized as the sponsor of the first year of the Virtual Career Day project.
- JCBEA will promote all County events through its social media sites.
- Ad space will be provided on the JCBEA website.
- Quarterly reports will be provided to the Board of Commissioners.

Commitment

It is my commitment, as Executive Director of the Jefferson County Business Education Alliance, to come before the Board of County Commissioners at requested intervals with reports on progress of our mission. I further commit to working with the Commissioners in the pursuit and creation of a strong vocational education program that will benefit both employers and students.

Thank you all so much for your consideration. Please let me know if I can provide more information. I'm also happy to meet with you for further discussion.

Best to all,

Joni Inman

Joni Inman
Executive Director
Jefferson County Business Education Alliance

303-568-0874 (office)
303-829-1655 (mobile)

CONTRACT

THIS CONTRACT, dated for reference purposes only this 2nd day of May, 2016, is made and entered into by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County") and JEFFERSON COUNTY BUSINESS EDUCATION ALLIANCE (the "Contractor").

WITNESSETH:

WHEREAS, the County desires the services provided by the Contractor as more fully described in the Scope of Work attached hereto and incorporated herein (the "Services"), and;

WHEREAS, the Board of County Commissioners has authority to market the county under Section 30-11-116, C.R.S; and

WHEREAS, the Contractor is ready and willing to perform in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of this Contract, Scope of Services/Payment Schedule/Reporting, Insurance Requirements, Timeline, and Provision Regarding Illegal Aliens, all of which are incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.
2. **DESCRIPTION OF SERVICES.** The Contractor shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the "Services"). The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.
3. **AUTHORIZED REPRESENTATIVES.** The County designates Kate Newman, Deputy County Manager as the "County Representative" under this Contract. The Contractor designates Joni Inman, Executive Director, as the "Contractor Representative" under this Contract. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) The County requests a replacement, or (b) The

Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve a substitute Contractor Representative, and, if no substitute is acceptable, the County may terminate this Contract.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **PRICE AND PAYMENT.** The County shall pay the Contractor a not-to-exceed amount of Thirty-Six Thousand Dollars and No Cents (\$36,000.00) (the "Contract Price") inclusive of reimbursable expenses for the Services, upon satisfactory completion of the Services and receipt of an invoice by the Authorized Representative and approval of the payment by the Authorized Representative. Payments shall be made in three installments, with the first payment in the amount of \$18,000 due June 1, \$9,000 due September 1, and \$9,000 due December 1, 2016. Contractor shall submit invoices, and the invoices will be paid upon approval of the Authorized Representative. The Contract Price shall not be increased regardless of the time expended or expenses incurred by the Contractor. The Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

6. **TERM, PERIOD OF PERFORMANCE.** The term for the services to be performed pursuant to this Contract shall be January 1, 2016, to and including December 31, 2016.

7. **CHANGES IN SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. This Contract contains the entire agreement of the parties and may not be modified or amended except by an agreement in writing signed by the parties. The Contractor shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. The County shall have no duty or obligation to compensate or reimburse the Contractor for any additional Services not specifically authorized as provided herein.

8. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee.

The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

9. **TERMINATION**. The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

10. **DAMAGES**. If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure.

The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

11. **NON-ASSIGNMENT, SUBCONTRACTORS, PERSONAL SERVICES**. The Contractor shall not assign this Contract or employ any sub-contractor without the prior written approval of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and sub-contractors. The Contractor shall bind each sub-contractor to the terms of this Contract. The County may terminate this Contract if the Contractor assigns or subcontracts this Contract without the prior written consent of the County Representative, and any such assignment or subcontracting shall be a material breach of this Contract. This Contract is a personal services contract pursuant to which the County intends to obtain the personal services of the Contractor Representative designated whose knowledge, skills and experience are deemed essential to satisfactory performance of the Services.

12. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

13. **INSURANCE.** The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Requirements Exhibit attached hereto. The Contractor shall provide certificates evidencing such coverage to the County Representative prior to commencing the Work and during the term of this Contract shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

14. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor prior to commencement of the Work to:

County Manager
Attn: Kate Newman, Deputy County Manager
100 Jefferson County Parkway
Golden, Colorado 80419

Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a Notice to Proceed until all required certificates of insurance have been accepted by the County. Certificates of insurance shall name Jefferson County as an additional insured as its interest may appear.

15. **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold the County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Contractor, its officers, employees, sub-Contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services.

16. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.

17. **ILLEGAL ALIENS/AUTHORIZATION TO WORK.** Contractor will comply with C.R.S. §8-17.5-101, as set forth on the Attachment titled “Provision Regarding Illegal Aliens.”

18. **NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County’s fiscal year is currently the calendar year.

19. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity’s organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

20. **NOTICES.**

(a) “Key Notices” under this Contract are notices regarding any Contract renewals, Contract default, contractual dispute, termination of the Contract, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will

follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

The Contractor:

Jefferson County Business Education Alliance
Attn: Joni Inman, Executive Director
809 Quail Street
Building #1
Lakewood, CO 80215
Tele: 303-568-0874

The County:

County Manager
Attn: Kate Newman
100 Jefferson County Pkwy.
Golden, Colorado 80419
Tele: 303-271-8567
Email: knewman@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

21. **MISCELLANEOUS PROVISIONS.**

(a) **Compliance with Laws.** The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense.

(b) **Officials Not to Benefit.** No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) **Conflict of Interest.** The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) **County's Ownership of Documents/Deliverables.** Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services(the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The Deliverables shall also constitute a "work made for hire," and the County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) **Confidentiality.** During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) **Confidentiality of Systems.** In addition to containing public record information, a substantial amount of the information stored in the County's networks and systems (collectively, the "System") is confidential and is prohibited from unauthorized disclosure. Many programs, processes and other software products in the County's possession are confidential and may be protected by copyright, trade secret or other proprietary rights, and are not subject to unauthorized

disclosure. All proprietary rights shall at all times remain with the County, and no such rights are transferred to the Contractor. The County is and shall remain the sole owner of any programs, data or other information contained on the System, and at no time shall the Contractor have the right to license, sublicense, assign, sell, copy, modify or otherwise make available to any third party, any portion of the System or any information contained on the System. The Contractor shall indemnify and hold harmless the County and its elected officials, agents and employees from and against any and all liability, claims, damages and expenses (including reasonable attorneys' fees) arising out of the Contractor's unauthorized access to, modification or disclosure of, such System information.

(g) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(h) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(i) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(j) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(k) No Third Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(l) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection

and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(m) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(n) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Libby Szabo, Chairman
Board of County Commissioners

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this _____ day of _____, 20____
by Libby Szabo as Chairman of the Board of County Commissioners for the County of Jefferson,
State of Colorado.

Notary's official signature

Commission expiration date

Contractor:

JEFFERSON COUNTY BUSINESS EDUCATION
ALLIANCE

By _____

STATE OF COLORADO
COUNTY OF _____

The foregoing Contract was acknowledged before me this _____ day of _____, 20____
by _____ as _____ of Jefferson County Business Education
Alliance.

Notary's official signature

Commission expiration date



Business Education Alliance

SCOPE OF SERVICES/PAYMENT SCHEDULE/REPORTING

Jefferson County Business Education Alliance (JCBEA)

SCOPE OF SERVICES

- **To develop processes for community partnerships in Jefferson County between businesses, employers of all sizes, and Jefferson County governmental programs that focus on youth, such as the Add a Youth marketing program that encourages Jefferson County businesses to hire young people and the Youth Council program for high school students.**
- **To bring national recognition to Jefferson County by promoting and marketing the alliances between the business, education, and governmental entities that ensures a continuation of economic opportunity for young people, from early childhood education through high school. Establishing Jefferson County as a forward-thinking community working together to meet the needs of young people and to create an exceptional workforce for Jeffco businesses.**
- **To assist in building a strong local economy by working with businesses on the skill sets that they need as they seek to grow or relocate to Jefferson County. This is demonstrated by participation in the development of specialized apprenticeship programs and by speaking and taking the message of cooperation to the global business community. The JCBEA will promote this cooperation through a variety of outreach efforts.**
- **To provide Workforce Ready education for high school students through workshops designed to improve general business skills and assist youth in seeking employment.**
- **To provide at least one two-week workshop, at the American Job Center site, for young people who are working with the AJC to learn workplace skills and who do not have access to the high school programs currently being offered by JCBEA during the school year.**

OUTCOME GOALS for 2016

- **To work with businesses throughout Jefferson County, large and small, to determine skills that are needed by young people in order to become valued members of the workforce and to incorporate those skills into workplace training provided by the JCBEA.**
- **To provide workplace readiness training to 700 Jefferson County high school students in 2016.**
- **To provide print and electronic resource materials to students.**
- **To identify a list of no fewer than 20 Jefferson County businesses who will commit to giving JCBEA Career Ready graduates priority hiring status.**
- **To identify no fewer than 25 Jefferson County businesses who will offer job shadow opportunities to JCBEA Career Ready graduates.**

- To work in partnership with Jefferson County, the Jeffco Economic Development Corporation and the Jefferson County Public School District and others to create a corporate internship program that allows major employers to grow the talent they need right here in Jefferson County in order to expand and enhance the economy.
- To create a tracking system of graduates that allows for success analysis within one, three and five years of graduation from the Career Ready Program.
- Creation of an accessible "Preferred Hiring Status" data base for students.

PROGRAM GOALS 2016 - 2019

- The following have been identified as the top priorities for the next three years: 1) Expansion of the Career Ready training to all 18 Jefferson County high schools and teens of families utilizing the American Job Center - serving a minimum of 2,000 teens.
- Establishment of a corporate internship program - leadership to be determined.
- Establishment of a success tracking software program.
- Launch of a virtual "Career Day" interactive program, utilizing Jefferson County businesses, accessible by all teens in Jefferson County.
- Launch of an Entrepreneurship Program, teaching students how to start and grow businesses.
- Establish a permanent office space, a full-time executive director position, and one part-time administrative support position.

Funding

The Jefferson County Business Education Alliance is a 501 (c)(3) organization and receives all of its funding through one-time donations and partnerships. The organization has begun applying for grant support. The challenge in receiving grants has been that we are unable to provide historical success data. That is why creating a tracking software is critical in this second year of "rebirth." We have had excellent business support, however not on a large scale. The County's support will enable us to establish the foundation we need to attract larger grants. To date we have received:

- Private small business donations ranging between \$250 - \$1,500
- Organizational contributions from Arvada and Golden Economic Development in the total amount of \$4,500, with expectation of increases to \$8,500 in 2016.
- A non-profit partnership in the amount of \$12,000 with a 2016 commitment of \$10,000.
- A grant in the amount of \$1,000
- Students do not pay for this training.

Our total annual budget for 2015 was \$36,000. Our 2016 annual budget, while not yet approved by the Board of Directors, is projected to be \$60,000. This includes a program expansion from 300 to 700 students, insurance coverage, website hosting and minor updates, software development, office supplies, bank fees and the contract with the executive director.

TIMELINE

January 1, 2016 through December 31, 2016.

PAYMENT SCHEDULE

Contract price of \$36,000 payable upon receipt of monthly invoices in the amount of \$3,000/month.

REPORTING

The Jefferson County Business Education Alliance will provide quarterly briefings to the Board of County Commissioners, either in person or in written report, whichever is preferred.

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
II	Jefferson County must be added as an additional insured to all general liability and auto liability, and any excess liability policies.	Required
III	Insurance - Minimum requirement	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required UNLESS SOLE PROPRIETORSHIP
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	Required \$500,000 ea occurrence \$1M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles, if autos are used in the performance of work under this agreement. Combined single limit for bodily injury and property damage.	\$100,000 per occurrence \$300,000 aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management	Required
IV	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation	Required
V		

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PROVISIONS REGARDING ILLEGAL ALIENS

If Contractor has any employees or subcontractors, Contractor shall comply with C.R.S. §8-17.5-101, *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

- (i) Notify the subcontractor and the County within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).

F. If Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates the Contract for such breach.



March 23, 2016

Board of County Commissioners
Jefferson County, Colorado

Re: Proposal to market Jefferson County through the Jefferson County Business Education Alliance

Dear Commissioners Szabo, Tighe and Rosier,

Thank you so much for your continued support of the work that the Jefferson County Business Education Alliance does with young people. It's refreshing to know that elected officials understand the direct link between training in basic business skills and the ultimate benefit to the business community.

As the former Deputy City Manager in Lakewood, responsible for economic development, I can tell you that the benefits of maintaining a strong employment base is twofold - first in helping our small businesses grow and prosper so that they can continue to provide increased employment opportunities; and then to attract primary employers by demonstrating that we have an educated workforce at the ready to support them.

The Economic Policy Institute released results of a study in 2013 that revealed the following:

- Overwhelmingly, high-wage states are states with a well-educated workforce.
- Providing expanded access to high quality education will not only expand economic opportunity for residents, but also likely do more to strengthen the overall economy than anything else a government can do.
- States can increase the strength of their economies and their ability to grow and attract high-wage employers by investing in education and increasing the number of well-educated workers.
- Investing in education is also good for government budgets in the long run, since workers with higher incomes contribute more through taxes over the course of their lifetimes.

The Jefferson County Business Education Alliance is working on a number of initiatives that strengthen the ability for small businesses to stay in place and grow, employing more people in Jefferson County, as well as attracting larger employers. Among them:

- In 2015 we established a Business/Employer Roundtable to identify the primary Career Ready Skills that the Jefferson County business community feels are important for students to have as they leave high school and enter the work world. We had a number of discussions with representatives from small businesses like the Egg & I to larger employers such as Kaiser

Permanente, Miller Coors, and FirstBank. The recommendations have been endorsed by all chambers of commerce in Jeffco, presented to the Jefferson County Board of Education for consideration in curriculum development and assessment, and incorporated into our Career Ready Workshops for teens ages 15 and older

- Career Ready workshops, focusing on providing high school students training in the basic business skills that will give them the edge in entering the work world, have been taught, by members of the Jefferson County business community, at no cost, after school at several high schools, many more are scheduled, and we're working with the American Job Center to add five more that are in economically depressed areas.
- We are in the process of building a coalition to develop and launch an apprenticeship program that will fill the needs of Jeffco employers, primarily in the manufacturing sector, with qualified apprentices at both the high school and community college level. We've actually already been working on behalf of the County with the Jefferson County School District, Jeffco Economic Development Corporation, Red Rocks Community College, State elected officials and private businesses. This work continues into 2016 and will certainly result in Jefferson County being recognized nationally as leaders in this type of initiative.
- We are launching a series of Entrepreneur Roundtable discussions to hear from small businesses in Jefferson County about the skills needed by young people in order to successfully start and grow a business. We will be partnering with others in the development and training of an Entrepreneur training program for young people. We hope to begin this training in 2017.
- We are in the planning stages of a virtual career day video database that will allow students to explore careers by viewing people from a variety of Jefferson County businesses actually on the job, doing their work.
- Creation of a success tracking system to allow us to better validate the results of the program.

We are already bringing recognition to Jefferson County, Colorado and have been contacted by representatives of the Texas Governor's Office and Kiwanis International's Capital District in Washington, DC to provide information on our program. We feel that there are a number of exceptional ways to bring attention to the progressiveness of Jefferson County in the support of business growth by jointly branding several of our initiatives.

Request

Our request is for the County to partner with us in keeping this important organization growing by contributing \$25,000 to help market, brand and create public relations opportunities that will benefit the County.

Benefits

Jefferson County will be recognized as a leader nationally in the support of its business community through a true partnership with the private sector. In addition, young people who might otherwise not be able to obtain basic business skills will benefit and stay in our county to start their own businesses or become exceptional employees, supporting our business community.

Deliverables

- Jefferson County will be recognized as the Diamond Sponsor of all JCBEA programming.
- Jefferson County will be recognized as the primary supporter in all communication with regional and national entities.
- Jefferson County will have an ex-officio position on the Board of Directors.
- All work done by JCBEA on the Apprenticeship Program will be done on behalf of Jefferson County and County Commissioners will be at the table and serve as spokespersons for the program.
- Jefferson County's logo will be prominently displayed on the JCBEA website, with a link to the County website.
- Jefferson County's logo will appear on all program materials that are provided to students and their families.
- Jefferson County will be publicly recognized at all JCBEA events.
- A press release will be issued, with language developed jointly with the County's communication staff, regarding County and JCBEA efforts to focus on providing a well trained business force to employers.
- The County will be provided with table marketing space at all JCBEA events.
- JCBEA will provide Basic Business Etiquette training in scheduled sessions for County employees.
- Jefferson County will be featured with professional on-site signage at events.
- Jefferson County will be recognized as the sponsor of the first year of the Virtual Career Day project.
- JCBEA will promote all County events through its social media sites.
- Ad space will be provided on the JCBEA website.
- Quarterly reports will be provided to the Board of Commissioners.

Commitment

It is my commitment, as Executive Director of the Jefferson County Business Education Alliance, to come before the Board of County Commissioners at requested intervals with reports on progress of our mission. I further commit to working with the Commissioners in the pursuit and creation of a strong vocational education program that will benefit both employers and students.

Thank you all so much for your consideration. Please let me know if I can provide more information. I'm also happy to meet with you for further discussion.

Best to all,

Joni Inman

Joni Inman
Executive Director
Jefferson County Business Education Alliance

303-568-0874 (office)
303-829-1655 (mobile)

**Deputy County Manager Update
May 3, 2016**

- For Information For Discussion/Approval
Prior to Future Hearing For Action

ISSUE: Update for the Fleet and Facilities and Construction Management (FACM) Divisions and special projects.

BACKGROUND/DISCUSSION:

Policy Updates

Right-of-Way Use and Construction Permits and License Agreements: Revise the policy for clarification and amend the permit terms and conditions if a permittee fails to comply. Current policy states the permittee may be refused future permits. Amended policy requires the permittee take corrective action or pay for the completion of the work by a third party.

Utility Relocation Cost Sharing Program: Revise the policy for clarification. Amend the cost sharing formula for utilities between 15 to 50 years old and greater than 50 years old. Clarify that ancillary costs are included in the replacement costs and that they may be prorated if those costs cannot be itemized from the contractor's bid schedule. Require that the owner sign the hazardous material waste manifest. Require that construction items shall be included in the county's roadway bid schedule and that the utility replacement work be done by the county's roadway contractor.

Fiscal Review and Administration of Grants and Agreements: As a result of obtaining a FEMA grant for the 2013 flooding, the state conducted a site visit to review the county's policies and procedures for compliance with requirements in the Code of Federal Regulations. This policy was amended to address the state's recommendation. Several requirements, such as submitting reports, notifying accounting of any acquired fixed assets, protecting personally identifiable information, maintaining records, and complying with advance payments provisions were added. A new requirement that the requesting department/division identify an exit strategy was included to address concerns expressed by the BCC when reviewing previous requests.

Disposition of County Personal Property: To address recommendations of the state, this policy was amended to provide direction on disposing of equipment acquired with a federal grant. The policy was also revised to correct an error on the disposal of airport and county vehicles.

Purchasing: To address recommendations of the state, this policy was amended to specify that cost plus a percentage of cost and percentage of construction cost methods may not be used to acquire a product of service.

Sale of Fireworks: Revise the policy for clarification. Change the distance requirement from 100 foot buffer to an agricultural or residential zone district boundary to 150 between the stand and a residence. Add graduated buffering requirements for vegetation to promote noncombustible areas around stands and add lighting requirements. Change community notification distance requirements to be consistent with the Zoning Resolution. Revise stand requirements to match International Building Code requirements (exit widths, fire extinguishers, etc).

FACM

Slash Collection Program update:

There are 25 Slash Collection sites set up for 2016; beginning weekend of May 21 through weekend of November 12 (excluding July 4th weekend). The November 12 weekend will be a coordinated effort with the City of Lakewood, per their request.

Emergency drop off for limbs/trees damaged during storms; five day program following the March blizzard, which collected 120 loads. One two day program at the fairgrounds and one two day program at the south Road and Bridge shop following the April storms.

Electric Vehicle Charging Stations (EVSE) research: Per direction from the Board of County Commissioners; initial research has been conducted and continues on the feasibility of installing EVSE(s) on the Jefferson County Government Campus. Regional Air Quality Council, (RAQC) funds 80% of unit costs up to maximum of \$6,260 through a grant application process. The next round of grants will be open July 2016. Feedback on overall installations, operations, challenges, use, etc has been garnered from several surrounding communities; Boulder County, Adams County, City of Golden and the City of Lakewood. All installations are relatively recent, include 1-3 units, charge for use (minimal to punitive to help out with monopolization by users), are networked units that age out with technology. Boulder County has plans to add units, while the other jurisdictions have no current plans to add units.

Internal research for feasibility on Jeffco Campus: location(s) in covered parking of Administration and Courts Parking structure, 220 v service reasonably accessible, installation costs are estimated at \$3,500 for each installation. Installation of a single unit with double port on both sides of underground parking structure would have a fairly minimal impact to current parking spaces available.

Public Health WIC Modular on the Arvada Head Start Campus: The two existing modular classrooms were demolished and removed from the site on March 21 & 22 during Head Start's spring break. Civil drawings were submitted to the City of Arvada and we received approval of these plans on April 19. The Site Development Permit was picked up on April 20 for Phase 1 (Building Pad and Parking Drainage Improvements). Jeffco Road & Bridge is performing this work. Phase 2 (Parking Lot Expansion) is going out to bid with other asphalt projects and work will be completed this summer, when school is not in session. Modular Management Group Inc. was given Notice to Proceed on April 12 to provide the new WIC modular building. Their 120 day period of performance runs until August 10. On March 9, the County gave owners of the leased location where WIC currently occupies space at 6303 Wadsworth Bypass the required minimum of six month notice to vacate the building, which will be September 30, 2016.

Arvada Head Start space planning and remodel: Head Start briefed the BCC on a grant for funds to expand their building. Since that time, FACM and Head Start developed a current space use to determine the immediate (2016/2017 school year), short term (2017/2018 school year) and long term (by year 2020) projected space needs. Analysis of the current space allocation shows that the elimination of the lease with the Rocky Mountain Chefs of Colorado (which can be terminated with four months notice), minor remodeling, purchasing systems furniture, and moving personnel into appropriately sized spaces, will allow six additional classrooms to be recaptured and put into use for students by the 2017/18 school year, (five in 2016/17 and one in 2017/18). This would give the Arvada Head Start 17 classrooms. FACM has received signed approval from Head Start on the immediate and short term needs space plan and are collecting cost estimates, with the goal of having them completed in early May.

Air Handler Replacements in the Administration and Courts Building: Phase I Design is currently underway and is approximately 80% complete. The contractor (Murphy Company) will be providing a schedule update for the Phase I work and the Phase II construction work. Installation of the units is anticipated to occur in the fall of 2016.

Chillers Replacement in the Administration and Courts Building: Phase II (construction) base contract work was completed March 26, 2016 and the final commissioning is now being done. The Contractor, Murphy Company, is currently installing variable flow units for the system; this work is estimated to be completed by May 26, 2016.

Pine Gulch Landfill: Pine Gulch Landfill construction has been completed. A final walk-through was done as well with no items identified as needing correction. The consultant, Souder Miller Associates (SMA), will complete a final as-built survey and then submit a Construction Certification Report to CDPHE. SMA hopes to get the survey done by early May and then will submit the report to the State. The State will then need to review the report and accept it, or ask for clarifications.

Parfet Building water line easement: West Metro Fire District has requested an update to waterline easement and legal description that was granted for the Parfet waterline relocation project. A fire hydrant was not able to be located within the recently granted easement.

RECOMMENDATIONS:

Authorize staff to bring forward the above mentioned policies and the easement for West Metro Fire District for consideration at a future public hearing. Direct staff to apply for the Regional Air Quality Grant for Electric Vehicle Charging Stations.

ORIGINATORS: Kate Newman x8567, Mark Danner x5008

Title: Administrative Policy Right-of-Way Use and Construction Permits and License Agreements	Policy No. Part 8, Street and Roads Chapter 3, Permits Section 1
	Effective Date May 1, 2012
Policy Custodian Transportation and Engineering Division	Adoption/Revision Date May 1, 2012

Adopting Resolution(s): [CC12-176](#)

References (Statutes /Resos/Policies): CC76-238, CC89-36, CC97-205, CC01-536, CC06-186, CC06-549, CC09-271, [CC12-176](#)

Purpose: To issue permits to allow construction in right-of-way and to establish the authority and responsibility for the inspection and acceptance of improvements to the right-of-way.

Policy: Right-of-Way Use and Construction Permit

A. Permits

1. All work performed in a public right-of-way shall require the issuance of Right-of-Way Use and Construction Permit.
2. Permits shall be obtained no less than 48 hours prior to construction from the Jefferson County Transportation and Engineering Division at 100 Jefferson County Parkway, Suite 3500, Golden, CO 80419-3500, (303) 271-8495
3. The work of installing range boxes, surveying monuments, adjusting manhole rings and service boxes, or any similar work undertaken solely for the convenience of and at the order of Jefferson County shall require a permit; however the permit shall be issued on a "NO FEE" basis. The permit holder (Permittee) will still be required to perform the work in complete compliance with all Jefferson County standards and requirements.
4. Permits shall apply to emergency repairs; however, a delay of 48 hours is granted, excluding weekends and holidays, following the beginning of such repair before the permit for the same shall become a "penalty permit".
5. Any permit issued shall pertain only to excavating or constructing within the County right-of-way and is in no way a permit to enter any private property adjacent to such right-of-way or easement or to alter or disturb any facilities or installations existing within the right-of-way and which may have been installed and are owned by others. The exception to this shall pertain only to those activities associated with control and monitoring of sediment and erosion, and all applicable items that are to occur beyond the County right-of-way, in order to assure compliance with performance standards required by the permits issued under the Jefferson County Zoning Resolution.
6. New driveways to be constructed without curb and gutter that connect to a County maintained road require an additional Access Permit, obtainable from the Jefferson County Planning and Zoning Division.
7. No permit shall be issued to any person or corporation except as set forth in the Bonds Section of this policy.
8. Permits, when issued, shall be valid for a period of ninety (90) calendar days, and may be renewed for one (1) additional ninety (90) calendar day period, providing the renewal is obtained (~~renewal may be obtained by telephone or fax~~) prior to the expiration date of

the permit. Failure to obtain a renewal as stated herein will require the obtaining of a new permit and payment of all applicable fees.

9. Any permit determined to be without an adequate bond as required in the Bond Section of this policy, shall be subject to immediate revocation by Jefferson County.
10. Failure of the Permittee to comply with any of the terms and conditions of the permit shall be considered a violation. The inspector may direct the Permittee to perform corrective actions to remedy the violation. If these corrective actions are not performed to the satisfaction of the inspector, the permit shall be cancelled. The corrective actions and/or improvements shall then be performed by a Third Party at the Permittee's sole expense. sufficient cause for cancellation of the permit and may be cause for the refusal of future permits. The permit, the privileges granted by the permit, and the obligations of the Permittee shall be binding upon the successors and subcontractors of the Permittee.
11. The Jefferson County Inspector (Inspector) is authorized to inspect all work performed under the permit, including, but not limited to clearing and grubbing, compaction of subgrade, base and asphalt, forms, concrete work, structures, and materials to be used. The Inspector has authority to reject defective materials and workmanship.
12. The Permittee shall submit plans accompanied by an Engineer's Estimate to the County Transportation and Engineering Division for approval for all projects, including utility construction / reconstruction, in excess of \$10,000 in value. These plans are to be submitted prior to the pre-construction meeting and shall adhere to all County standards and policies.
13. The Permittee agrees to adhere to all construction specifications set forth in the latest editions of the Jefferson County Land Development Regulation, the Jefferson County Roadway Transportation Design and Construction Manual and the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction manuals.
14. Surveyors shall be responsible for obtaining a permit when setting new monumentation within County right-of-way or when replacing existing monumentation. Permits are not required for accessing existing monumentation, however, the Surveyor is responsible for repair of damages to the roadway.
15. The permit, the privileges granted by the permit, and the obligations of the Permittee shall be binding upon the successors and subcontractors of the Permittee.

B. License Agreements

1. The Board of County Commissioners may grant a license agreement for property owners, home owner associations, or other non-county entities to construct a permanent structure or to make modifications to county right-of-way.
2. Construction of any permanent structure(s) in county right-of-way is not permitted without an approved license agreement.
3. The Licensee shall agree to remove the improvements at the request of the County and all other terms as approved by the Board of County Commissioners. ~~The License shall not be transferable.~~
4. Appropriate permits are required in addition to the License Agreement.
5. A non-cancelable permit bond is required as set forth in the Bonds Section of this policy.

C. Fees

1. Fees shall be assessed for permits and inspections at the time of issuance of the permit in accordance with the Right-of-Way Use and Construction Permit Fee Table. A written request to waive an application fee may be submitted to the Director of Transportation and Engineering or the Director of Development and Transportation. Waiver requests may be approved at the discretion of either Director prior to acceptance of the application.
2. Exploratory test holes made to determine location of existing utilities and/or materials information (i.e. geotechnical investigations, asphalt and concrete cores), shall be charged the fee as set forth in the schedule. The permit fee will be based on each test hole.
3. The Permittee shall be required to pay additional charges for work requiring a Jefferson County Inspector to work hours other than normal County hours (Monday through Friday; 7:30a.m. to 5:30p.m., except County recognized holidays), at an hourly rate of thirty five dollars (\$35.00).
4. Any person or corporation commencing any work without prior valid written authorization, shall be required to pay a fee of double the amount of the permit (penalty permit), plus the original permit fee, except for emergency work as set forth above.
5. Refunds of Fees. The permit fee itself is not subject to refund, however at the discretion of the Inspector, the Permittee, in those instances where the proposed work is not accomplished through no fault of the Permittee, may receive credit toward future permits.

D. Bonds

1. An original non-cancelable permit bond in the amount associated to the following schedule, payable to the County of Jefferson, as a sole obligee, shall be required in the name of the Permittee prior to issuance of any permit. The bond shall identify the address of the proposed work, or nearest street intersection. Said bond shall assure that the Permittee will comply with all County standards and specifications and shall assure recovery by the County of any expenses incurred, within a period of two years, following the expiration date of the permit, to the amount of said bond, due to failure of the Permittee to comply with the provisions of this resolution, or to otherwise cause expense to the County as a result of work performed.

Construction cost less than \$10,000	Bond for \$10,000
Construction cost greater than \$10,000	Bond for Value of Project for each permit

2. Projects greater than \$10,000 will require a permit bond for each project for the value of the work performed within the County's right-of-way. The Permittee shall provide the County documentation of the project cost at the time of application for the permit, for evaluation and approval. The bond shall be from a company licensed to do business in Colorado and shall be in a form acceptable to the County Attorney's Office.
3. Municipalities, quasi-municipal agencies, mutual companies, metropolitan districts, electric, gas, and communications utilities, may provide a Letter of Responsibility in lieu of posting the required bond. The Letter of Responsibility must be submitted to the Transportation and Engineering Division for approval. The Letter of Responsibility must be updated each calendar year. The signer of the Letter of Responsibility, or his/her designated representative, must also sign the permit application. Contractors and/or

subcontractors performing work for the signer will not be allowed to sign the permit application and shall provide a separate bond for the work.

E. Warranty

1. The Permittee, by acceptance of the permit, expressly guarantees complete performance of the work acceptable to Jefferson County and guarantees all work done for a period of two years after date of acceptance and agrees upon demand to maintain and make all necessary repairs during the two year period.
2. Two warranty inspections shall take place. First, at the completion of the project, acceptance shall be made if all work meets Jefferson County standards. Second, approximately 30 days prior to the expiration of the two-year warranty, the County Inspector shall perform an inspection of the completed work. If the work is still satisfactory, the Permittee shall be released from further obligation and the bond returned.
3. All necessary repairs must be completed within 30 days of inspection, or the Permittee's bond will be subject to seizure by the County to pay for necessary repairs. At the County Inspector's discretion, additional time may be allowed to complete necessary repairs.
4. At any time prior to completion of the two-year warranty period, the County may notify the Permittee of any needed repairs. Such repairs must be completed within 24 hours if it is determined by the County to be an immediate danger. Non-emergency repairs shall be completed within 30 calendar days.

F. Time of Completion

All work covered by the permit shall be completed within 90 calendar days of its date of issue. A Permittee may request one 90 calendar day extension at no additional cost by contacting the Inspector before the completion date of said permit. In the case of long term projects, further extensions may be granted on a project by project basis.

G. Traffic Control Plans and Road Closures

1. The Permittee shall submit a traffic control plan which meets the requirements set forth in the most current "Manual for Uniform Traffic Control Devices" (MUTCD), as well as a site drawing of the specific work to be performed.
2. There shall be no "Road Closures" of Jefferson County roads without the prior written consent of the Inspector. All such requests for closures must be received five (5) days prior to beginning the project and shall be accompanied by a detailed traffic control plan which meets all MUTCD requirements.
3. In the event of an "emergency," a road may be closed only long enough to complete the repair in compliance with all Jefferson County road repair requirements. The Permittee shall be required to meet all traffic control standards set forth in MUTCD regardless of the time of day or night. The Inspector shall be notified within 24 hours of the emergency.
4. The Permittee shall notify all appropriate agencies (i.e. Sheriff, Fire Department, Schools, RTD, etc.) before any road is closed.

H. Construction Specifications

1. General Information

- a. Equipment outriggers shall be fitted with rubber pads whenever outriggers are placed on any roadway surface. Tracked equipment with grousers are not permitted on any concrete or asphalt surface. Use of any equipment on or over concrete curb, gutter or sidewalk is specifically prohibited without a minimum of 12 inches of native material on that surface to prevent breakage. The Permittee shall be responsible for any damage caused to existing concrete or asphalt by the operation of such equipment and upon order of the Inspector shall replace such surfaces. Failure to do so will result in the Permittee's bond being seized to cover the cost of repairs.
- b. The Permittee shall not disturb any surface monuments, benchmarks, survey markers, or points found on the line of work. Any points disturbed, will be replaced at the Permittee's expense.
- c. It shall be the responsibility of the Permittee to protect all asphalt, concrete, stormwater systems, surface water, groundwater and vegetation from contamination from all hazardous materials. This shall include, but not be limited to, salts, kerosene, benzene, gasoline, diesel fuel, lubricating oil, and form oil. Should a release of hazardous materials occur, the Permittee shall take immediate action to contain, stabilize and dispose of the contaminant and all impacted materials at his/her expense. Failure by the Permittee to do so will result in enforcement actions per the Illicit Stormwater Discharge Ordinance, in a report to Jefferson County Risk Management and repairs to the affected areas at the Permittee's expense.
- d. The Permittee shall conduct work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public. In the performance of the work, the Permittee shall take appropriate measures to reduce dust, noise and unnecessary debris. No work shall be done between the hours of 8:00p.m. and 7:00a.m., nor at any time on Sunday, except with prior approval from the Inspector, or in the case of an emergency.

2. Roadway Cuts

- a. All cuts on asphaltic paved streets are to be prescored for the entire thickness. The use of rotomillers, saws and jackhammers is an acceptable method of scoring, as long as the cut is continuous, straight and clean such that it is parallel and perpendicular to the flow of traffic. Other mechanical impact cutters (i.e. hydrohammer cutting blades) are not acceptable.
- b. Asphalt and concrete pavements shall be removed by saw cutting or grinding. The Permittee shall avoid breaking away the edges of the existing pavement or damaging the remaining pavement with heavy construction equipment.
- c. When drilling exploratory test holes required to investigate existing geotechnical and subgrade conditions, as well as utility locations (gas, electric, phone, sewer, water, etc), the Permittee shall exercise care in the test hole drilling, particularly in the first foot below the pavement section. The Permittee shall provide complete permanent patching of the test hole upon the direction of their accordance with the "Pothole Repair Detail," available from the Inspector.
- d. Street cuts performed between November 1st and March 31st shall be limited in quantity and extent. Due to problems associated with potentially frozen backfill and inadequate temperatures to perform the work, street cuts shall be performed only under conditions which provide adequate time for permanent patching to be completed. With the exception of emergency repairs, the Permittee shall provide the County with a detailed plan of how the project is to be completed under "cold weather" conditions and still meet all County and CDOT standards.

3. Trenching and Material Storage

- a. No trench shall be left open overnight, except for the portion necessary to continue construction the following day. If a portion of the road or shoulder is to remain open, the Inspector must be notified before 3:00p.m. Traffic control overnight must be in full compliance with the MUTCD.
- b. The maximum length of open trench permissible at any time shall not exceed 500 linear feet, for pavement removal, excavation, construction, backfilling, patching, and all other construction activities without the written permission of the Inspector.
- c. The open trench shall not endanger pedestrians or the traveling public and shall cause as little inconvenience as possible to those using streets and adjacent properties. The Inspector may require separate, temporary pedestrian access be constructed by the Permittee. If excavated material is to be stored within the roadway prism overnight, the area involved must be barricaded in complete compliance with the MUTCD.

4. Backfill, Compaction and Material Testing

- a. The Permittee is responsible for having a qualified soils engineering firm test the compactive effort of the work in accordance with Jefferson County standards and CDOT Standard Specifications for Road and Bridge Construction. Trench backfill shall be randomly tested for every lift, beginning with the bottom two (2) feet of compacted material, and every one (1) foot compacted lift thereafter, such that a minimum of two (2) tests per lift per segment of 250 linear feet are obtained. The field test results shall be left on site with the Permittee or a representative, and final test results (signed by a registered professional engineer) are to be sent to the Inspector at the Transportation and Engineering Division. These results are to include materials analysis for each soil type encountered on the project, and compaction and moisture results both passing and failing. At the discretion of the Inspector, these tests may be waived for street cuts less than 30 linear feet. The project will not be placed under warranty until the test results have been received and approved by the Inspector.
- b. At the discretion of the Inspector, all unsuitable material will be removed from the site and suitable material imported. The Permittee shall provide samples of the proposed import material for Jefferson County approval prior to placement. The Inspector may require laboratory testing prior to approval.
- c. Jetting, puddling, flooding or any other means of using water within the trench section to achieve compaction of fill material or consolidation of bedding material, is not permitted for pipes 18 inches diameter or smaller. For pipes greater than 18 inches diameter, the warranty shall be extended to three (3) years and the practice shall not extend above the springline of the pipe. These practices must be approved by the Inspector prior to construction.
- d. Jefferson County highly encourages the use of an approved "flowable backfill" mix. Compaction and density/moisture testing will not be required when this material is used. The Permittee shall wait for all water bleed to disappear before placement of asphalt or road base.
- e. The Permittee shall use "flowable backfill" mix for any disturbance or removal of treated subgrade (i.e. lime, flyash, cement treated subgrade or similar material). The treated subgrade material shall be replaced to a minimum of 12 inches below existing pavement.

- f. Should the Permittee elect not to use "flowable backfill" mix, the existing subgrade material may be retreated if deemed suitable by the Inspector.
 - g. When the trench width is less than three (3) feet, retreating the subgrade may not be a practical alternative and use of an imported material may be required. The imported material shall meet the following requirements: For soils with an A-6 or A-7-6 AASHTO classification, Plasticity Index (PI) shall range from 6 to 12, and R-Values shall exceed 15.
 - h. All other methods of backfill and compaction to the prescribed density and moisture will require the permission of the Inspector.
5. Asphalt Patching
- a. Patching shall meet the most current Jefferson County [Roadway Transportation Design and Construction Manual](#) and CDOT Standard Specifications for Road and Bridge Construction and shall conform to the line and grade of the existing surface. The patching shall be a minimum compacted depth of six (6) inches or match existing depth, whichever is greater. In areas of concern, the Permittee is encouraged to video or photo document the construction area prior to beginning work.
 - b. It shall be the responsibility of the Permittee to have a temporary patch in place before the site is vacated. Road base is not a suitable temporary patch material. All temporary patches must be replaced with final patch material within 48 hours, unless provisions are made with the Inspector. Under no condition (weather excluded) may a temporary patch be in place more than 14 calendar days without a permanent patch. The Permittee is responsible for maintaining the temporary patch throughout this time period.
 - c. For all roadway trench cuts extending more than 100 linear feet, the Permittee shall be required to rotomill two (2) inches of the roadway surface from the edge of asphalt to the centerline of the road. In cases where the trench extends over the centerline of the road the entire road width shall be milled (as required) and overlaid.
 - d. All unstable and/or undermined asphalt or concrete shall be removed and replaced by the Permittee.
 - e. The Permittee shall make all reasonable efforts to avoid patching within existing patches. If this cannot be avoided, the Permittee shall make the boundaries of the patches coincide. Patches with angled sides and irregular shapes are not acceptable.
 - f. Patches are not allowed on arterial or collector streets, or on any streets constructed or overlaid in the prior two (2) years, where strips of original pavement are less than three (3) feet in width from the edge of the patch to the lip of the gutter, or edge of existing asphalt. The Permittee shall patch a minimum of three (3) feet beyond the edge of the trench to the full depth of the existing asphalt, and shall use infra-red technology to achieve a smooth patch.
 - g. Edges of patches shall not fall into existing wheel paths of any type of street.
 - h. A tack coat shall be applied to all edges of existing asphalt prior to placing new pavement. All seams shall be sealed with an asphalt tack coat.

- i. Series of patches (such as service lines off of main lines) with spacing of less than 75 feet from edge to edge are not acceptable. The Permittee shall grind and overlay between all patches as directed by the Inspector.
 - j. The Permittee shall construct all overlays and patches to provide smooth transition to the original pavement, and to avoid interrupted drainage or surface runoff to the edges of gutters. Patches that do not have a smooth longitudinal grade, or cross slope consistent with the existing roadway are not acceptable.
 - k. The Inspector may test smoothness of patches and overlays with a 10 foot straight-edge, such that parallel and perpendicular tolerances do not exceed one-quarter inch.
6. Restoration of Non-Paved Roads
- a. Where the original surface was crushed rock, gravel, recycled asphalt, or similar material used for the wearing surface and/or foundation material, the Permittee shall replace with a minimum compacted thickness of six (6) inches, or match existing depth, whichever is greater, with material from source approved by the Inspector.
 - b. When excavating a graveled roadway or a recycled asphalt roadway, the Permittee shall replace all contaminated areas with a minimum of six inches of compacted Class 6 road base or recycled asphalt. In areas where the County has applied dust abatement to the roadway, the Permittee shall be responsible to properly re-establish the disturbed area in accordance to County specifications.
7. Manholes, Valves and Concrete
- a. All manholes, water valves or similar appurtenances shall be installed so that:
 - (1) The top of the cleated surface is no less than one-quarter inch (¼") and no greater than one-half inch (½") below the paved surface.
 - (2) The top of the cleated surface is a minimum of six (6) inches below the finished grade of an unpaved surface.
 - (3) There will be a minimum of six (6) inches cover in roadside ditches.
 - (4) ~~The lid~~ is at the same grade/cross slope as the finished roadway.
 - b. Curb cuts, cross pans, sidewalks shall involve the removal of full sections (stones); no half sections will be allowed. All work shall be completed in accordance with the Jefferson County Roadway-Transportation Design and Construction Manual, and shall be closed to traffic for seven (7) days after placement. The Permittee shall maintain traffic control until the concrete is approved for traffic. The Inspector may require the Permittee to test any concrete work. It shall be the responsibility of the Permittee to protect the concrete from damage as a result of vandalism or other causes. Damaged concrete shall be repaired or replaced at the direction of the Inspector.
 - c. There shall be no steel mesh or bars of any type placed in curb cuts, cross pans, or sidewalks unless specified by the Inspector.
8. Other Items
- a. All utility lines within County right-of-way or within County easements, shall be installed a minimum of 24 inches below ground surface, or proposed roadway

elevation, whichever is lower. Variations in the underground utility line depth requirement may be granted by the Inspector. The depth of utilities placed in the Designated Dipping Bedrock Area and along arterial roadways may be increased at the discretion of the Inspector.

- b. A minimum ground clearance of 18 feet shall be provided where overhead utility lines cross public roads/streets. The clearance shall be measured at the lowest point where the line crossing the traveled portion of the road/street. No exception to the overhead utility line height will be allowed.

Right of Way Use and Construction Permits Fee Table				
Category	Permit Item	Fee	Unit	Minimum
Administrative	Permit Processing	\$25.00	Each	\$25
	License Agreement Processing	\$250.00	Each	\$250
	Reinspection (in excess of 5 scheduled site visits or overtime)	\$35.00	Hr	\$35
	Pavement Design Review	\$150	Each	\$150
Telecom / CATV	Wireless/Antenna	\$100.00	Each	\$100
	CATV	\$0.30	LF	\$75
Utilities	Water ≤ 16"	\$0.35	LF	\$75
	Water > 16"	\$0.45	LF	\$75
	Hydrants	\$50.00	each	\$50
	Sanitary Sewer	\$0.45	LF	\$75
	Manhole(s)	\$50.00	each	\$50
	Gas	\$0.30	LF	\$75
	Electric	\$0.30	LF	\$75
	Vault(s)	\$100.00	each	\$100
	Phone	\$0.30	LF	\$75
	Handhole(s)/Splice Box	\$50.00	each	\$50
	Peds/Cabinet(s)	\$50.00	each	\$50
Concrete Structures	Sidewalk - Detached / Bike Path	\$0.25	LF	\$75
	Curb & Gutter	\$0.25	LF	\$75
	Combination Sidewalk, Curb & Gutter	\$0.30	LF	\$75
	Sidewalk Chase	\$100.00	Each	\$100
	Cross Pan	\$60.00	Each	\$60
	Curb Cut / Driveway	\$100.00	Each	\$100
	ADA Ramp	\$60.00	Each	\$60
	Box Culvert (per tube)	\$15.00	LF	\$400
Roads / Streets	Street Cuts	\$0.15	LF	\$75
	Pothole/Bore Pits	\$50.00	Each	\$50
	Subgrade Preparation	\$0.20	SY	\$75
	Milling	\$0.07	SY	\$30
	Paving	\$0.15	SY	\$75
Storm Drainage	Storm Sewer	\$0.30	LF	\$75
	Inlet / Valve	\$60.00	Each	\$60
	Manhole / Vault	\$50.00	Each	\$50
	Detention Pond	\$0.02	SF	\$200
	Trickle Channel	\$0.20	LF	75
	Culvert	\$0.30	LF	\$75
Erosion / Grading (Inspection)	Grading	\$25.00	Acre	\$250
	Rip Rap	\$0.10	CY	\$75
	Sediment Stop / Silt Fence	\$0.20	LF	\$75
	Inlet Protection	\$5.00	Each	\$100
	Straw Bales	\$0.05	Each	\$75
	Erosion Control Blankets	\$0.02	SY	\$75
	Erosion Seeding	\$10.00	Acre	\$75
	Vehicle Tracking Pad	\$75.00	Each	\$75
	Concrete Washout	\$75.00	Each	\$75
	Erosion Control - Other	Varies	Varies	\$75
Miscellaneous	Varies	Varies	Varies	\$50

Title: Administrative Policy Utility Relocation/ Replacement Cost Sharing Program	Policy No. Part 8, Streets and Roads Chapter 1, Programs Section 5
	Effective Date December 5, 2006
Policy Custodian Transportation and Engineering Division	Adoption/Revision Date December 5, 2006 / May 30, 2013

Adopting Resolution(s): ~~CC06-548~~

References (Statutes/Resos/Policies): CC94-478, ~~CC06-548~~

Purpose: To serve as a reasonable compromise on cost sharing of utility work necessitated by ~~c~~County road projects and to serve as a guide for continued cooperation and planning to avoid unnecessary costs to both the ~~c~~County and the ~~U~~tility ~~e~~Owners in the future. ~~This policy was developed at the direction of the County Commissioners through extensive negotiation and debate between County representatives and non-profit utility owner representatives.~~

Policy: Utility Relocation/~~Replacement~~ Cost Sharing Program

A. Definitions

1. ~~Ancillary Costs:~~ Ancillary Costs shall include all costs that support the Relocation/Replacement Costs, including but not limited to engineering design and plan review, mobilization, traffic controls, erosion controls and associated permitting, construction surveying, potholing, material testing and inspection.
2. ~~Betterment:~~ Betterment is generally defined to be improvements to the existing pipeline. For example, these improvements could include, but are not limited to, replacing an old and antiquated Utility, increasing the pipe size operating capacity, or installation of appurtenances not on the existing ~~pipeline-Utility~~ such as additional fire hydrants, valves, air-vacuum valves, pressure reducing valves, and manholes ~~not necessitated solely by the relocation~~. Any special treatment required to protect the ~~pipeline-Utility~~ which is necessitated by the roadway improvements is not considered a Betterment. These special considerations may include, but are not limited to, encasing ~~pipelines~~the Utility, or providing structural support for ~~pipelines~~the Utility with minimal ground cover.
3. Relocation/Replacement Costs: Relocation/Replacement Costs shall include all direct costs for designing and constructing the replaced Utility line, including but not limited to other Ancillary Costs.
4. Utilities: Water, sewer, and irrigation lines and ditches.
5. Utility Owners: Water and sewer special districts, non-profit water and sewer companies, and municipalities operating Utilities.

B. Planning & Coordination

1. The Transportation and Engineering Division will involve uUtility eOwners in the consideration and subsequent design of road improvements as early in the process as possible. Specifically, the Transportation and Engineering Division will provide an annual long-range assessment of priorities in reference to road, bridge, and drainage improvements, so potential utility impacts can be noted and discussed with appropriate utility representatives. The uUtility eOwners will copy the Transportation and Engineering Division on any plans for uUtility construction and/or rehabilitation construction and involve the Division in the review process.
2. Staff from the Transportation and Engineering Division shall meet with and discuss potential uUtility conflicts as early as possible in the concept/preliminary design phase of a road, bridge, or drainage project. In addition to the meetings held during the conceptual design phase of a project, the Transportation and Engineering Division will schedule a meeting between the cCounty's design staff and/or consultants and all uUtility eOwners potentially impacted by a cCounty project. This will assist in identifying, and, to the extent possible, avoid conflicts with existing and proposed Utilities.
3. The Transportation and Engineering Division will work with its design consultants and uUtility eOwners to avoid or minimize the impact to existing Utilities.

C. Cost Allocation & Sharing Guidelines

1. When the Utilities are in easements or right-of-way senior to the cCounty right-of-way, the cCounty will pay 100% of Relocation/Replacement eCosts.
2. When the cCounty owns right-of-way and no senior utility easements exist, the cCounty and the Utility Owner will share the cost of relocating existing water and sanitary sewer facilities in accordance with the following funding category guidelines:

- a. 4.—Funding Category No. 1: Projects where construction is partially or totally funded with State or Federal funds, (excluding right-of-way).

The Utility Owners ~~shall~~ share in the uUtility Relocation/Replacement eCosts at a ratio equal to the ratio of local matching funds between the cCounty and State or Federal Governments. For example, if the cCounty receives 80 percent funding from the Federal Government, the cCounty ~~shall~~ apply federal funds up to 80 percent of uUtility ~~Relocation/Replacement eCosts including design, survey, soils engineering, construction, pipeline removal, testing and inspection costs~~. The Utility Owner's share in this case would be the 20% match for these costs. The percentage shall be derived from the initial application and grant. Any costs for inspection or design review incurred by the Utility Owners would be borne by the Utility Owners. The cCounty will pay for all costs associated with the acquisition of additional right-of-way and easements needed for roadway projects, including right-of-way and easements for any uUtility Relocations/Replacements.

- b. 5.—Funding Category No. 2: Projects funded by future special roadway improvement districts/co-ops formed after the date of this policy.

The cCounty/special roadway improvements district shall pay all costs for relocation/~~re~~placement water and sewer mains with the exception of the costs for Betterments requested by the Utility Owners, regardless of availability of federal funds or other funding sources.

c. 6.—Funding Category No. 3: Projects totally funded by cCounty funds.

(1) a.—The cCounty and Utility Owners will share the Utility Relocation/Replacement eCosts corresponding to the age of the pipeline, as shown below:

Cost Sharing Formula		
Age of Pipeline (Years)	Utility Owner's Percentage	Jeffco's Percentage
0-4	0%	100%
5-9	25%	75%
10-14	30%	70%
15- 50 & Older	50%	50%
50 & Older	<u>100%</u>	<u>0</u>

(2) b.—The Utility Owners will furnish evidence of the month and year that the existing pipeline was installed.

(3) e.—The cCounty's existing One-Half Cent Sales Tax District for arterial roadway improvements in southeast Jefferson County shall have a cost sharing basis in accordance with the above "Cost Sharing Formula." If future projects are added to the Utility Owner's service plan, the guidelines outlined in "Funding Category No. 2" shall apply to the added projects.

32. In all cases, the Utility Owners ~~will~~ shall pay for Betterments ~~as defined above.~~

4. When Ancillary Costs cannot be itemized from the contractor's bid schedule, then the Ancillary Costs shall be proportioned with the Relocation/Replacement Costs to the overall bid total for the roadway project. For example, if a Utility Relocation/Replacement labor and material costs totaled \$50,000 and the bid for the roadway project which included the water line items totaled \$5,000,000, then the lump sum Ancillary Costs would be prorated to be 1.0% of the mobilization bid cost.

5. When the project requires that asbestos cement pipe be removed, then the respective Utility Owner shall be the signer on the hazardous material waste manifest as the owner. Neither the county nor the contractor may sign the hazardous material waste manifest.

6. If cost sharing between the Utility Owner and the county is deemed appropriate, then the construction items shall be included in the county's roadway bid schedule and the Utility Relocation/Replacement work shall be done by the

county's roadway contractor, or its sub-contractor. The county, at its discretion, may require an intergovernmental agreement.

D. Payment

Payment is considered due within twelve (12) months of billing by the cCounty or Utility Owner. If the payment required of a Utility Owner creates a hardship, the cCounty will consider payment options for the Utility Owner's share of the costs over a longer time period.

Title: Administrative Policy Fiscal Review <u>and Administration</u> of Grants and Agreements	Policy No. Part 4, Fiscal Administration Chapter 7, Grants and Agreements Section 1
	Effective Date October 16, 2007
Policy Custodian Accounting Division	Adoption/Revision Date October 16, 2007

Adopting Resolution(s): ~~CC07-470~~

References (Statutes/Resos/Policies): Use of Information Technology Resources Policy, Information Security Policy; 2 CFR 200; CC07-470

Procedure: Intergovernmental Revenue, Grants and Cooperative Agreements

Purpose: To ensure that the fiscal impacts of grants and agreements are reviewed and understood prior to acceptance and to ensure proper administration.

Policy: Fiscal Review of Grants and Agreements

A. Definitions

1. A. ~~_____~~ Fiscal Impact: A fiscal impact(s) is any requirement, either a specific condition of the grant or a secondary necessity to administer the grant, that requires the ~~c~~County to contribute financially or in-kind to the grant.
2. Protected Personally Identifiable Information (Protected PII): Protected PII means an individual's first name or first initial and last name in combination with any one or more types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics information, date and place of birth, mother's maiden name, individual's maiden name, criminal, medical and financial records, and educational transcripts. This does not include PII that is required by law to be disclosed.

B. Fiscal Review

1. Pre-application
The approval of the Board of County Commissioners is required prior to applying for any grant, contract, IGA, and/or other document(s) or agreement(s) that has a fiscal impact(s) on the ~~c~~County.
2. C. ~~_____~~ ProceduresEvaluation
 - a.2. Prior to the acceptance of a grant, contract, or agreement, the Department/Division Director or Appointed or Elected Official shall assure that the County can meet the required obligations. The Department/Division Director or Appointed or Elected Official shall also identify an exit strategy that includes a plan for any on-going staff positions, reporting requirements, and funding obligations.
 - b. 4- Prior to the acceptance of a grant, the Board of County Commissioners shall be notified of the intent to accept an award and any items of concern addressed before executing the grant agreement.

C. Compliance with Grant Requirements

1. All Grants:
 - a. Grant administrators must safeguard protected personally identifiable information and other sensitive information. (See Data Protection in Use of Information Technology Resources Policy)

- b. ~~3.~~—The Division Director or his/her appointed designee shall maintain all records and provide required documentation to the Accounting Division in accordance with the Intergovernmental Revenue, Grants and Cooperative Agreements Procedure ~~the procedures that implement this policy.~~
- c. Grant administrators shall submit all required reports in accordance with the grant requirements.
- d. Grant administrators shall notify the Inventory Control Specialist of any fixed assets purchased with grant funds per the Property and Equipment Inventory Policy and Procedure. This will include all inventory deemed at risk for loss or theft.

2. Federal and State Grants:

- a. Grant administrators of Federal grants must comply with all applicable provisions of 2 CFR 200.
- b. If relocation costs of an employee are included in a grant, the grant administrator must comply with 2 CFR 200.464.
- c. Grant administrators shall comply with 2 CFR 200 Subpart E Cost Principles and the Intergovernmental Revenue, Grants and Cooperative Agreements Procedure.
- d. For Federal and State grants, financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to the grant award must be retained for a period of three years from closeout.
- e. Advance payments must be kept in an interest bearing account per 2 CFR 200. If advance payments are received, the grant administrator must develop written procedures to monitor and remit the interest earned. These procedures must be approved by the appropriate Department Director or Elected/Appointed Official and the Accounting Division.

Title: Administrative Policy Disposition of County Personal Property	Policy No. Part 6, Management and Use of County Property Chapter 3, Disposition and Acquisition Section 1
	Effective Date April 1, 2008 May 10, 2016
Policy Custodian Finance and Information Technology	Adoption/Revision Date April 1, 2008/November 2014 May 10, 2016

Adopting Resolution(s): ~~CC08-171~~

References (Statutes/Resos/Policies): 2 CFR 200; CC82-191, CC87-113, CC93-53, CC95-364, CC08-171

Procedure: Disposition of County Personal Property Procedure

Purpose: To establish criteria for the disposal of County Personal Property.

Policy: Disposition of County Personal Property

A. Definitions

1. Information Technology Asset(s): All property under the charge of the Information Technology Services Division, including but not limited to such items as computers, computer peripherals, printers, fax machines, cellular phones, electronic calendar devices, etc. Software is excluded from the definition of Information Technology Assets for the purposes of this policy.
2. Personal Property: County owned tangible personal property intended for the use of the employee or elected official to perform his/her job duties
3. Sold As Is: Denotes that the County is selling and the purchaser is buying an item in the condition as presently exists, without warranty and recourse, whether or not any faults exist and/or are apparent.

B. Redeployment of County Personal Property

1. The Department Director, Division Director or Elected Official shall attempt to reuse or redeploy all County personal property within the department, division or office.
2. If the Department Director, Division Director or Elected Official determines that the personal property cannot be redeployed within the department, division or office, an attempt shall be made by the Accounting Division's designee to reuse or redeploy the personal property to another department, division, or Elected Official's office.
3. Determinations to reuse or redeploy shall be made in writing.

C. Disposal of Personal Property

1. If the personal property cannot be redeployed and meets the Criteria for Disposal, the property may be discarded, donated, or sold as determined by the following individuals:

Information Technology Assets	Finance and Information Technology Department Director or his/her appointed designee
County vehicles	Deputy County Manager or his/her appointed designee
Sheriff's vehicles	Sheriff or his/her appointed designee
Airport vehicles	Development & Transportation Department Director or his/her appointed designee
All Other Personal Property	Finance and Information Technology Department Director or his/her appointed designee

2. Criteria for Disposal

- a. Information Technology Assets: The following criteria shall be used to determine when an Information Technology Asset can be disposed:
 - (1) The asset has reached its expected useful life of not less than 3 years or as set forth in the current ITS Replacement Schedule and/or is of no use to the County.
 - (2) The asset replacement would cost the County less than upgrading the existing asset.
 - (3) All proprietary data and licensed software shall be removed from the asset prior to disposition in one of the following ways:
 - (a) ITS staff shall "wipe clean" the data or software from the asset's hard drive or memory and certify such in writing; or
 - (b) ITS staff shall remove the hard drive from the asset and certify the removal in writing. Hard drive will then be properly destroyed.
 - b. Airport and County Vehicles: These vehicles shall be disposed of only if the following criteria shall be used to determine when a vehicle can be disposed: (1) ~~The~~ the asset has reached its expected useful life and/or it is deemed is of no use to the County by the individuals shown in the above table, and (2) ~~The County Manager or appointed designee agrees to sign the title.~~
 - c. Sheriff's Vehicles: These vehicles shall be disposed of based upon criteria in common practice for law enforcement vehicles.
 - d. All Other Personal Property: The following criteria shall be used to determine when all other personal property can be disposed.
 - (1) The property is damaged or dysfunctional; or
 - (2) Storage space is unavailable, or
 - (3) There is no demand or need for the property.
3. Discarded: Property must be discarded in accordance with applicable Federal, State, or local environmental regulations.

4. Donated: Property to be donated must be given to another governmental entity recognized by the State or to a charitable corporation.
5. Sold: Property to be sold must be sold at public auction unless the County has entered into an agreement with a company or agency to sell or trade personal property.
 - a. Proceeds from the sale of all Property shall be deposited into the fund from which the asset was purchased.
 - b. All property shall be Sold As Is and cannot be returned for refund.

6. Federally Funded Assets

When equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the grant administrator must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Generally, equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Title: Administrative Policy Purchasing	Policy No. Part 4, Financial Administration Chapter 6, Procurement and Contracting Section 1
	Effective Date May 22, 2012
Policy Custodian Finance and Information Technology	Adoption/Revision Date May 22, 2012/November 2014

Adopting Resolution(s): ~~CC12-198~~

References (Statutes/Resos/Policies): Uniform Commercial Code₃₇; Amendment 41₃₇; 2 CFR 200; CC03-417, CC07-106, CC12-198

Procedure: Purchasing Procedure

Purpose: To establish policies governing purchasing activities.

Policy: Purchasing

A. General Responsibility

1. Purchasing Operations is the County's authorized agent for the lease, rental and purchase of products and services for all County departments, divisions and elected offices (collectively "County Entities"), in accordance with any applicable provisions of laws and regulations, and in accordance with County policies promulgated by resolutions approved by the Jefferson County Board of County Commissioners ("BCC").
2. Purchasing Operations will submit products and services to proposal or bid, issue purchase orders, and in conjunction with the County Attorney's office, negotiate and enter into contracts and Master Agreements for products and services.
3. Purchasing Operations shall not participate in the negotiation of agreements for the lease, purchase, or sale of real property.
4. It is the responsibility of Purchasing Operations to provide "best in class" procurement and contracting support services that will provide the best value to the County as set forth in Section B.6 of this policy. Purchasing Operations shall implement sound business practices and programs that promote fiscal responsibility, mitigate County risk, strategically position the County for future benefit, and facilitate transparency and due diligence in all County transactions.
5. Purchasing Operations is responsible for reviewing requisitions for completeness and clarity and notifying County Entities when there is a need for additional information or a recommended change in specifications. Purchasing Operations shall clarify the quality, quantity and type of items requisitioned so that the best interests of the County may be served. No changes, however, will be made to a requisition until after collaborative discussion with and subsequent notification to the affected County Entity.
6. Purchasing Operations may negotiate agreements for products and services that can be used by other local governmental entities to promote goodwill and leverage economies of scale consistent with the provisions of Colorado statute.
7. Purchasing Operations has authority, in accordance with its established Procedures, to determine the manner in which a product or service will be acquired. For acquisition of

products or services under a Federal or State grant, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

B. Procurement & Contracting Procedures

1. Procedures that will support these policies are set forth under separate cover ("Procedures"). These Procedures shall apply to all County Entities and will incorporate the requirements of applicable state statutes and federal laws that may govern certain County transactions.
2. Procedures will be established collaboratively with other County Entities as appropriate in an effort to ensure efficient and effective operations.
3. All Procedures shall be established in accordance with sound business practices, principles, and any applicable provisions of laws and regulations. The County Attorney's office shall review procedures to ensure consistency with Policy and any applicable state statutes and federal laws that may govern certain County transactions.
4. Laws and regulations applicable to the procurement process will be referenced in the Procedures.
5. Products and services subject to competitive procurement shall be awarded to the supplier that can provide the "Best Value" for the County. Best Value will be determined based upon clearly stated evaluation criteria set forth in the competitive document, unless otherwise required by applicable laws and regulations. For purposes of this policy, best value shall be defined as: the lowest overall cost to the County after taking into consideration actual costs, tangible and intangible benefits and or metrics, cost savings, cost avoidance, or opportunity cost. All business awarded in this manner must have detailed documentation as set forth in the Procedures supporting the best value selection.

C. Special Review and Approval Requirements

In addition to the approval requirements set forth in the Procedures for County acquisitions, the following items shall require special review and approval prior to acquisition:

Acquisition	Reviewing Authority
Certificates of Participation expenditures (fund 130)	County Manager
All Capital Improvement Projects	Budget Director
County Vehicles, excluding Sheriff	Director of Fleet Services
Computer hardware and software products & services	Chief Information Officer or Deputy Chief Information Officer
Telecommunications Equipment Products & services	Chief Information Officer or Deputy Chief Information Officer
Microfilming and computer microfilm services	Archives and Records Management Supervisor
Radio Equipment	Radio Maintenance Supervisor
Surplus Property Disposal (other than PC equipment)	Division/Office Director and Director of Finance and Information Technology
Surplus PC Equipment	Chief Information Officer or Deputy Chief Information Officer
Electrical Equipment (with special voltage requirements)	Director of Facilities and Construction Management
Hazardous Material Disposal	Critical Incident Response Section (Sheriff) Jefferson County Public Health Department

D. Approval Authority

Spending and competitive bid levels and the review, approval and signature authorities for procurement transactions are set forth in the Delegation of Authority Appendix to these policies. Any authority level changes to the Delegation of Authority Appendix shall require approval by the BCC.

E. Supplier Relations

1. Market Competition

Purchasing Operations shall encourage and provide equitable opportunities among qualified suppliers for fair and equal competition through the implementation of its Procedures. Such competition shall support the strategic initiatives of the County and establish mutually beneficial relationships between the County and its suppliers.

2. Strategic Supplier Relationships

- a. For purposes of this policy, strategic supplier relationships are defined as long term commitments characterized by information sharing, cooperative continuous improvement efforts, and sharing of risks and rewards. Under the direction of the Purchasing Operations Manager, the selection of a strategic supplier is a collaborative effort with primary stakeholders and is based upon a critical and thorough analysis of the County's long term needs as they relate to the product and/or service, a thorough market analysis, objective evaluation of all critical requirements, and other vigorous due diligence procedures as set forth procedurally.
- b. Strategic supplier relationships must provide 'Best Value' as defined in Section B.6 of this Policy.

3. Preferences

No provision is made in this policy for set-asides for minority or women owned businesses, nor for dollar percentage or other types of preferential considerations for local vendors and contractors, except as directed by federal or state laws or regulations, statute, or by the funding entity consistent with those laws.

4. Supplier Grievances

- a. The aggrieved party bears the burden of complying with all applicable Procedures, which are available upon request, when filing a protest.
- b. All protests must be sent to the Director of Finance and Information Technology and will be addressed in accordance with the Procedures. The determination and resolution of the protest, as set forth in the Procedures, shall be considered final.

F. Negotiations and Good Faith Requirement

1. All parties involved in the negotiation, performance or administration of County procurement actions shall perform these activities in good faith. New or additional information, that in the opinion of the Purchasing Operations Manager might affect the award, may be considered as part of the negotiations with the selected supplier.
2. Purchasing Operations and/or the County Attorney's office in conjunction with the County Entity are authorized to facilitate negotiations concerning general business and legal terms and conditions of the transaction.

G. Use of County-Wide Programs

1. Purchasing Operations, for the benefit of the County, may establish programs and agreements for similar products and services that are utilized by multiple County Entities. Entities under the direction of the County Manager shall participate in these programs and agreements for their similar needs to ensure the best use of the taxpayers' money subject to G.2.below. Elected Officials' offices are strongly encouraged to participate in these programs and agreements.
2. Acquisitions for similar products and services outside of County programs and agreements must have appropriate justification and documentation as set forth in the Procedures and must be approved by the Purchasing Operations Manager.
3. Procurement Card ("P Card" or "Pro Card")
Purchasing Operations shall administer and manage the program as set forth in Procurement Card Policies and Procedures.

H. Code of Ethics

Any person employed by Jefferson County who engages in purchasing activities for the County will abide by this code and will:

1. Avoid engaging in acts or actions that could be perceived as immoral, illegal or unethical behavior in relationships, actions, and communications.
2. Conduct all purchasing activities in accordance with governing laws and regulations and in keeping with sound business ethics, professional courtesy, and competence.
3. Demonstrate loyalty to the County by diligently adhering to County policies and procedures.
4. Adhere to the authority granted them by the County.
5. Avoid any private or professional activity that would create a conflict between personal interests and the interests of the County.
6. Disclose, in writing to their division/department director/elected official, any potential conflict of interest.
7. Refuse, directly or indirectly, gifts, gratuities or any other thing of value from present or potential suppliers that might influence or appear to influence procurement decisions.
8. Afford suppliers equal opportunity to compete for County business when competition is warranted and purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure.
9. Adhere to and protect the supplier's business and legal rights to confidentiality for trade secrets and other proprietary information subject to public records requirements.
10. Enhance the proficiency and stature of the purchasing profession by adhering to the highest standards of ethical behavior.

Title: Regulatory Policy Sale of Fireworks	Policy No. Part 7, Planning and Land Use Chapter 3, Permits Section 3
	Effective Date November 1, 2006
Policy Custodian Planning and Zoning Division	Adoption/Revision Date October 31, 2006/June 26, 2012

Adopting Resolution(s):

References (Statutes/Resos/Policies): 30-15-401C.R.S; Uniform-International Building Code, CC06-459, CC12-239

Purpose: To provide an explanation of permit requirements for the ~~temporary~~ sale of fireworks.

Policy: Sale of Fireworks

A. Permits

1. A Miscellaneous Zoning Permit shall be obtained from the Planning and Zoning Division prior to the sale of fireworks from a ~~temporary~~ fireworks stand.
2. Applications shall be submitted to the County at least 30 days prior to the actual operation of the ~~temporary~~ stand to allow for appropriate review by staff and input from the applicable Fire District and/or Sheriff's Department Official.
3. The permit shall be valid for a maximum of sixty (60) days. Permits shall not be transferable.
4. Applicants shall pay an application fee as specified by the Board of County Commissioners and the Community Mailing fee for the notification postcards which will be sent out by Staff.
5. The following items shall be submitted as the application:
 - a. A copy of the lease agreement or written permission of the property owners to use the land for the sale of fireworks.
 - b. Certificate of general liability insurance in the amount of at least \$1,000,000.
 - c. Copy-A copy of Colorado Public Utility Commission Hazardous Material Transportation Permit used by the transporter of the fireworks, or statement indicating that less than 1,000 pounds of fireworks will be transported.
 - d. A scaled site plan that shows the following:
 - 1) The location of the sales ~~structure-stand~~ showing the setbacks to all property lines and all other buildings.

- 2) The location of any on-site storage of fireworks and the on-site trash receptacle.
- 3) The location of all exits from the structurestand.
- 4) The location of fire extinguishers within the sales-structurestand.
- 5) The location of any other fuel or heat sources such as auxiliary generators, gasoline storage, etc.
- 6) The location of the phone to be used for sales staff to call for emergency assistance during the hours of operation.
- 7) The 100-foot bufferdistance between the stand and any agricultural and residential zoned properties~~the closest residence~~.
- 8) A parking plan for the site drawn to scale which shows access, parking spaces and parking barriers to be used around the sales-structurestand. Parking spaces shall be numbered and drawn to scale.

9) The location of all proposed temporary exterior lighting fixtures.

~~e. Community Notification Packets to inform property owners and tenants within 200 feet of the proposed sale. Notification of sales shall be by certified mail. Applicant shall provide a list of all property owners and tenants within 200 feet and proof of notification.~~

~~f.e.~~ Proof of available potable water and sanitation facilities.

6. Application must be signed by the applicable Fire Protection District prior to issuance of a permit.

B. Notification

Community notification of the proposed stand is required in accordance with the Level 1 Community Notification Requirements listed in the Administrative Provisions Section of the Zoning Resolution.

C. Standards

1. Selling any-illegal fireworks, failing to comply with any order of a Fire District or Sheriff's Department official, failing to submit any required document, falsifying or withholding any information on this application, or failing to obtain get the required documents ~~when required~~, shall result in the immediate revocation of this the permit and closure of this the sales facility. A summons and/or confiscation of products may also result.
2. Temporary fire-work stands may be permitted as part of events leading up to the following holidays:

- a. Fourth of July
 - b. Christmas
 - c. New Year's Eve
3. The Board of County Commissioners or the Sheriff may, at their discretion, ban the sale of fireworks ~~as part of~~ at temporary firework stands in accordance with the Ordinance Authorizing the Declaration of Open Fire and/or Firework Sale, Use or Possession Bans.
- ~~4. Temporary firework stands may not be permitted during seasons where the State of Colorado issues a statewide ban on fires due to high and/or hazardous wildfire conditions.~~
- ~~54.~~ The Permittee shall immediately comply with applicable Fire District and Sheriff's orders.
- ~~65.~~ Sales Personnel
- a. All sales employees may be subjected to a personal criminal history review before being permitted to work as sales personnel.
 - b. Fireworks shall not be sold or dispensed by any person under the age of 16. ~~A~~ person 18 years of age or older shall be present during all hours of operation. ~~(An adult is a person 18 years of age or older.)~~
- ~~76.~~ Location
- a. ~~The s~~Site shall be located in a Commercial Zone District or Planned Development Zone District which permits retail sales.
 - b. There shall be a minimum of ~~400-150~~ feet between the location of the ~~temporary firework~~ stand and any ~~agricultural and/or residential zoned properties~~ residence.
 - c. The location of the stand shall adhere to all applicable setbacks for the property.
 - d. No fireworks shall be sold or dispensed from ~~any~~ motor vehicle or towed vehicle.
- ~~87.~~ On-Site Requirements
- a. A copy of the completed permit application, supporting documents and the permit shall be kept on site at all times.
 - b. Adequate security of explosives shall be maintained at all times. ~~(A Class II magazine capable of handling all fireworks available for sale is required on-site.)~~
 - c. Safe on-site procedures shall be strictly ~~adhered to~~ followed.

- d. No smoking or open flame shall be allowed at any time within 25-50 feet of the sales site.
- e. No alcohol, drugs, or persons under the influence of drugs or alcohol shall be allowed at the sales site.
- f. ~~All~~Unauthorized personnel shall be kept out of all storage areas.
- g. Trash and storage requirements shall be strictly maintained.
- h. Vegetation:

1) There shall be a 15 foot apron around the stand comprised of gravel or other noncombustible type material.

2) ~~Vegetation~~ within ~~the required~~50 feet of the stand ~~setbacks~~, on the property which the stand is located, shall not exceed two (2) inches above the ground with the exception of trees ~~and~~, shrubs, and any other formal landscaping.

3) ~~Vegetation beyond 50 feet and up to 200 feet from the. Weeds, not within the stand setback, but on the premises on the property which the stand is located, shall be no taller than~~not exceed twelve (12) inches ~~within a radius of 200 feet from any point on the stand or to the property line; whichever is the lesser distance~~ above the ground, with the exception of trees, shrubs, and any other formal landscaping.

- i. All temporary exterior lighting shall be directed away from any residential areas and shall consist of full cut-off fixtures. All other standards of the Lighting Section of the Jefferson County Zoning Resolution shall be followed.
- j. No fireworks shall be discharged within a ~~200~~300 foot radius from any point ~~on~~of the stand.

98. Sales

- a. A stand shall be used only for retail sales of fireworks. No wholesale sales of fireworks shall be conducted from stands.

109. ~~Stand~~ Stands

- a. All fireworks stands shall be dismantled and removed no later than 10 days after the last sales day.
- b. All structural stands shall be securely anchored, painted, and structurally sound.
- c. Exit doors shall be a minimum of 24-32 inches in width and 6 feet in height and swing in the direction of egress.
- d. Any stand measuring more than 25 feet in length across the face shall have two exits.

- e. Stands shall not have wheels or tires. A motor vehicle, travel trailer, or tent cover attached to or combined as a part of a stand shall not be permitted.
- f. Any stand that is a tent (as defined in the Uniform-International Fire Code) shall meet all the requirements stated in Article 32 the Tents and Other Membrane Structures Chapter of the Uniform-International Fire Code concerning tents. All flooring in a tent shall be gravel or other noncombustible type material.
- g. All other stands may be constructed of wood, metal, or other approved materials. Combustible construction shall be painted with a water-based latex paint.
- h. All stands shall ~~be provided with two 3A40BC or two 2A10BC or one of each multipurpose dry chemical fire extinguishers~~ have no fewer than two portable fire extinguishers with a minimum rating of 2A, at least one of which shall be of the pressurized water type, readily accessible and in good working order. Each extinguisher shall carry a current annual inspection tag. One extinguisher shall be placed at each end of the stand.
- i. All stands provided with electrical wiring shall be as required by the State Electrical Board and/or County permitting requirements.
- j. A "NO SMOKING" sign shall be conspicuously placed both inside and outside of all stands.
- k. A warning sign shall be displayed in a prominent place on the site that states: "Warning, it is illegal for any person under 16 years of age to purchase any fireworks. Violators may be punishable by a fine of up to \$750.00, by imprisonment for up to six months, or both such fine and imprisonment". The sign letters shall be a minimum height of 1 inch.
- kl. "NO PARKING" signs in front of the exits shall be posted and visible from the parking area.
- lm. A phone shall be located within 200 feet of the sales site to allow sales staff to call for emergency assistance during the hours of operation.

4410. Inspections

- a. All initial inspections of fireworks sales shall be conducted a minimum of one day prior to the opening of the site. There shall be no sales without an initial inspection by the Planning and Zoning Division and the applicable Fire District or Sheriff's Department.
- b. The applicant shall obtain and have available the following prior to site inspection:
 - 1) Copy-A copy of the invoice from the wholesaler of fireworks to be sold. This must show the number of pounds of product.

- 2) The applicable Fire Protection District and/or Sheriff's Department Official may require a submittal of at least two samples of items to be offered for sale for testing of performance against the legal performance standards as specified in CRS.
- 3) The applicable Fire Protection District may require submittal of Material Safety Data Sheets on the products used at the site that are potential "Hazardous Materials".

SW 1/4 SECTION 4, TOWNSHIP 4 SOUTH, RANGE 69 WEST 6th PM

----- JEFFERSON COUNTY -----

N Line SW 1/4 Sec 4

SW Corner of NE
1/4 Sec 4 Alum
Cap LS 13528

LOT 6

LOT 5

50.00' Esmt.

Bk. 2521 Pg. 227
DW DRWG No. 8.01-023

30.00' Water Esmt.
Jeff Co. Rec. No. 2016007095

SE 1/4 SW 1/4 SEC 4

PARFET STREET

LOT 4

40.00' Mopce Irrigation
Ditch Esmt. Rec. NO. 73556023

648 PARFET STREET

LOT 3

S89°30'53"E
10.00'

N00°10'28"E
10.00'

S00°10'28"W
10.00'

N89°30'53"W
10.00'

Point of
Beginning

30.00' Water Esmt.
Bk. 2587 Pg. 799
DW DRWG No. 8.01-024

Point of Commencement
SW Corner of SE 1/4
Sec 4 Alum Cap LS
Unknown

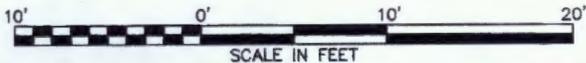
N39°43'47"W
624.21'

E Line SW 1/4 Sec 4 S00°29'07"W

BASIS OF BEARINGS:
Bearings are based on the E line of
SW/4 Sec 4 being S00°29'07"W using
NAD 83 State Plane Coordinates.

LOT 2

LOT 1



PARCEL CONTAINS (100 SQ FT)

LEGEND

- EASEMENT ACQUIRED
- BNDRY DIST. ESMT

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.
DRN. PSE PM. S.
APPD.
SHEET 1 OF 1 SHEET

MAIN
ACQUIRED FROM JEFFERSON
COUNTY

HIGHVIEW WATER DISTRICT
1002 Kipling Street
Lakewood, Colorado 80125
Phone: 303-233-2182
Email: Bob@highviewwater.com
SCALE: 1" = 80'
DR. NO.

DATE: APRIL 11, 2016

Exhibit A
Highview Water District
10' Pocket Easement

A tract of land located in the southeast quarter of the southwest quarter of Section 4, Township 4 South, Range 69 West of the Sixth Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado being more particularly described as follows:

Bearings are based on the easterly line of the southwest quarter of Section 4, Township 4 South, Range 69 West of the 6th Principal Meridian assumed to bear S00°29'07"W and being monumented by a found 3-1/4" brass cap in concrete post PLS #13528 at the center quarter corner and a found 3-1/4" aluminum cap in range box PLS illegible at the south quarter corner.

Commencing at the south quarter corner of Section 4, thence N39°43'47"W a distance of 624.21 feet to a point on the northerly line of a 30' water easement with reception no. 2016007095 also known as the point of beginning; thence along said easement N89°30'53"W a distance of 10.00 feet; thence N00°10'28"E a distance of 10.00 feet; thence S89°30'53"E a distance of 10.00 feet; thence S00°10'28"W a distance of 10.00 feet to the point of beginning.

Said parcel contains 100 square feet more or less.

Prepared by Peter S. Everest
Reviewed by Rick Nobbe PLS
For and on behalf of
Martin/Martin, inc.
12499 W. Colfax Ave.
Lakewood, CO 80215
(303) 431-6100
(303) 431-4028 fax
April 11, 2016

Commissioner Report

Leadership Arvada Class of 2016 class project:

The Cookout Kitchen for Charity is a mobile cookout kitchen trailer that upon completion, will be available for all Arvada area and Jefferson County non-profits to use as a turnkey fundraising mechanism for their own respective causes.

The Arvada Chamber of Commerce Leadership Arvada Class of 2016 has partnered with the Arvada's largest service club, Arvada Jefferson Kiwanis. Our community project is to design, build and donate the Cookout Kitchen for Charity which will provide an avenue for Community Non Profit Organizations to host fundraising events throughout the community with the following benefits:

- Turn Key Fundraising Opportunity
- Fully Operational Kitchen with Sink, Food Prep Areas, Grills, Griddles, Utensils, Pots and Pans
- Mobile & Delivered to Non-profit events across Arvada and Jefferson County.

We believe this is a valuable community project as it not only will be sustainable in perpetuity, as Arvada Jefferson Kiwanis has agreed to own the trailer, including ongoing delivery, maintenance, cleaning and vehicle registration, but it also gives all of our community non-profits the opportunity to raise money for their vital missions. Essentially, it's the gift that keeps on giving.

Our classmates are designing and building the entire trailer as a team, including drafting, fabrication and painting of the trailer. So far we have raised enough money (over \$10,000!) to complete the basic functional requirements of the trailer (see attached rendering). What we would like to do now is raise another \$4,000 - \$5,000 in order to install a custom retractable awning, which will protect cooks and volunteers working the trailer from the sun and elements.

Our goal is to deliver an excellent product and to serve the community with excellence. This is why we have chosen to put so much effort and resources into the trailer. We envision it being a community staple and attraction, and reflecting the spirit of leadership and excellence that abounds in Arvada and the greater Jefferson County community.

Any support of this project by Jefferson County Government and the Jefferson County Commissioners would be greatly appreciated by our class.

