Agenda for the
Regular Meeting of the
Englewood City Council
Monday, June 2, 2014
7:30 pm

Englewood Civic Center – Council Chambers
1000 Englewood Parkway
Englewood, CO 80110

1. Call to Order.

2. Invocation.

3. Pledge of Allegiance.

4. Roll Call.

5. Consideration of Minutes of Previous Session.

   a. Minutes from the Regular City Council Meeting of May 19, 2014.

6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)

   a. Presentation to Englewood Police Citizens' Academy graduates.

   b. Toni Arnoldy and Steve Green, members of the Jeremy Bitner Fallen Officer Memorial Fund Board of Directors, will be present to discuss the 2014 Jeremy Bitner Fallen Officer Fund 5k/10k run and 5k walk.

   c. James Jordan, an Englewood resident, will be present to address Council regarding the proposed South Metro Fire Rescue Authority contract.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

   Council Response to Public Comment.

8. Communications, Proclamations, and Appointments.

   a. An email from Kaylene McCrum announcing her resignation from the Cultural Arts Commission.

9. Consent Agenda Items

   a. Approval of Ordinances on First Reading.

      i. Council Bill No. 30 -- Recommendation from the Utilities Department to adopt a bill for an ordinance approving Cherry Hills Village Sanitation District Sanitary Sewer Supplement #4, authorizing the inclusion of land within the district. **Staff Source: Stewart Fonda, Director of Utilities.**

      i. Council Bill No. 33 – Recommendation from the Fire Department to adopt a bill for an ordinance approving an Intergovernmental Agreement with the South Metro Fire Rescue Authority regarding plan review, inspection, and training services. **Staff Sources: Laura Herblan, Fire Marshal and Andrew Marsh, Fire Chief.**

   b. Approval of Ordinances on Second Reading.

      i. Council Bill No. 28, authorizing the deletion and addition of language to Title 5, Chapter 3D-3 (Definitions) of the Englewood Municipal Code regarding good cause for denying or refusing the renewal, reinstatement, or initial Medical Marijuana licenses.

      ii. Council Bill No. 29, authorizing the deletion and addition of language to Title 5, Chapter 3D-5 (Public Hearing Notice – Posting and Publication) of the Englewood Municipal Code.

      iii. Council Bill No. 32, approving an intergovernmental agreement with the Regional Transportation District (RTD) for the purpose of conducting the Englewood Light Rail Corridor Next Step Study.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

c. Resolutions and Motions.

i. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a supplemental appropriation to the 2014 Budget for the purchase of solar panels in Xcel Energy's Solar Rewards Community program. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services**

ii. Recommendation from the City Manager's Office to approve, by motion, an agreement with the Clean Energy Collective to purchase solar panels in the Arapahoe County Xcel solar array through Xcel Energy's Solar Rewards Community program. **Staff Source: Michael Flaherty, Deputy City Manager.**

iii. Recommendation from the Utilities Department to approve, by motion, the purchase of water meters and electronic remote transmitters. Staff recommends purchasing the equipment from National Meter and Automation, Inc. in the amount of $87,621.36 in conjunction with Denver Water's purchase to ensure the best quantity price. **Staff Source: Stewart H. Fonda, Director of Utilities.**

10. Public Hearing Items.

a. A public hearing to gather input on Council Bill No. 31, approving the Shadow Creek Homes request to rezone 3265-3299 South Logan Street (former Shrine Club property) to a Planned Unit Development.

11. Ordinances, Resolutions and Motions

a. Approval of Ordinances on First Reading.

b. Approval of Ordinances on Second Reading.

i. Council Bill No. 24, amending sections of Title 16 of the Englewood Municipal Code pertaining to site improvement plans.

c. Resolutions and Motions.

i. Recommendation from the Parks and Recreation Department to approve, by motion, the contract for the Little Dry Creek Fountain Project. Staff further recommends awarding the contract to the lowest acceptable bidder, Straight Line Sawcutting Inc. in the amount of $59,880.00. **Staff Source: Dave Lee, Manager of Open Space.**

12. General Discussion.

a. Mayor's Choice.

b. Council Members' Choice.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

2nd Annual Jeremy Bitner Fallen Officer 5K/10K Run & Walk

On Saturday, June 14th, 2014, we will be hosting the first annual **Jeremy Bitner Fallen Officer Fund 5K/10K Run & 5K Walk** at Cornerstone Park in Englewood. The Run/Walk will benefit The Jeremy Bitner Fallen Officer Fund by assisting families affected by the loss of an officer while in the line-of-duty. A fun run and walk will also take place at Cornerstone Park.

Detective Jeremy Bitner lost his life after he was struck and killed by a DUI driver on May 28, 2012.

We would respectfully ask to have the following fees waived for this event:

- Waiver of fees

- Temporary Use Permit $100.00
- Show Wagon Use Fee $1459.00
- 10 Easy-up Tents $ 147.00
- Tables and Chairs $120.00

TOTAL $1826.00

This course, which is certified, not only offers a scenic view of beautiful Englewood, but also the Big Dry Creek Trail and the Mary Carter Greenway. The run/walk will start and finish at Cornerstone Park, where we invite everyone to join loved ones in a celebration of life and those lost in the line-of-duty.

Vendors and children activities will begin once the run/walk is completed, and will include bouncy castles, clowns and a day of fun-filled activities for the entire family to enjoy. There will also be a number of emergency vehicles available for touring, along with staff to answer any questions you may have.

Lindsay Von Colditz

Subject: FW: Cultural Arts Commission Resignation

From:
Sent: Monday, May 19, 2014 12:34 PM
To: Debby Severa
Subject: Cultural Arts Commission Resignation

Dear Debby,

I am resigning from the Cultural Arts Commission effective today, Monday, May 19, 2014. Due to work and personal time constraints, I still am not able to contribute the time necessary to attend the meetings.

Best,

Kaylene McCrum

COUNCIL COMMUNICATION

Date	Agenda Item	Subject
June 2, 2014	9 a i	Cherry Hills Village San. District Sanitary Sewer Supplement #4 for 1401 E. Oxford Lane

INITIATED BY	STAFF SOURCE
Utilities Department	Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

None.

RECOMMENDED ACTION

The Water and Sewer Board, at their April 8, 2014 meeting, recommended Council approval of a Bill for an Ordinance approving the Cherry Hills Village Sanitation District Sanitary Sewer Supplement #4 for 1401 E. Oxford Lane.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The City of Englewood provides sewage treatment to a population of about 80,000 people outside the City through contracts with numerous connector districts. The area is defined by the natural drainage and extends approximately south and east from Broadway to the Valley Highway and from Hampden to Lincoln Ave. excluding Highlands Ranch. By contract the City of Englewood must approve any additions of land to be served by the districts. These are usually in-fill situations that are within what the City considers to be the area it has committed to serve. Adequate capacity has been provided in the treatment plant to accommodate all such future inclusions. Annexation of this parcel of land will not increase the tap allocation of the City of Cherry Hills Village Sanitation District.

A request was made by the City of Cherry Hills Village Sanitation District representing the owner, Timothy J. Schmidt, for inclusion into the City of Cherry Hills Village Sanitation District. This application is for Plot 1 Cherry Hills Rancho, 2nd Amended Filing, Arapahoe County. The lot has R-3 Residential Zoning with no proposed change on 1 acre. The legal is attached as Exhibit A. The property is located at 1401 E. Oxford Lane.

FINANCIAL IMPACT

None.

LIST OF ATTACHMENTS

Approved minutes from April 8,2014 Water and Sewer Board meeting
Bill for Ordinance

WATER & SEWER BOARD
MINUTES
APRIL 8, 2014

Present: Oakley, Wiggins, Habenicht, Waggoner, Penn, Olson, Lay, Gillet, Moore

Absent: Burns

Also present: Stewart Fonda, Director of Utilities
John Bock, Manager of Administration

The meeting was called to order at 5:02 p.m.

1. MINUTES OF THE MARCH 11, 2014 MEETING AND PHONE VOTE OF MONDAY MARCH 17, 2014.

The Board received the minutes of the March 11, 2014 meeting and the resulting phone vote on March 17, 2014.

2. JIM GRAVINA – CITY DITCH AT PRENTICE & PRESCOTT IN LITTLETON.

The Board received correspondence regarding Mr. Gravina's complaint regarding someone dumping tree trimmings from cutting down a tree in his dumpster. Mr. Gravina is asking Englewood to reimburse him for his dumpster fee in the amount of $350.

Jason Clark discussed his encounter with Mr. Gravina at his warehouse at Prentice Ave. and Prescott St. in Littleton. Mr. Gravina filed a police report. John Frazier, the contractor appeared and noted that his crew was at Dad Clark Gulch when Mr. Gravina claimed the incident happened. He presented a landfill dump receipt that shows they dumped tree limbs on that day in the landfill.

Jason Clark also noted that the trees in the dumpster were bug-infested and the trees the contractor cut were live and not the same diameter.

The Board denied Mr. Gravina's claim.

3. WATER METER AND ERT PURCHASE.

The Utilities Department purchases water meters needed for an entire year by requesting one bid proposal for additional cost savings. A portion of these meters will be resold to Englewood customers for new installations as part of the flat-rate-to-meter conversion process. One hundred of the meters and ERTs purchased in this order will be used to implement the metering conversion program required by the Colorado Water Conservation Board agreement.

Motion: To recommend Council approval for the purchase of water meters and electronic remote transmitters (ERTs) from National Meter and Automation, Inc. in the amount of $87,621.36.

Moved: Waggoner Seconded: Habenicht

Motion approved unanimously.

4. CHERRY HILLS VILLAGE SAN. DISTRICT SANITARY SEWER SUPP. #4.

A request was made by the City of Cherry Hills Village Sanitation District representing the owner, Timothy J. Schmidt, for inclusion into the City of Cherry Hills Village Sanitation District. This application is for Plot 1 Cherry Hills Ranch, 2nd Amended Filing. The lot has R-3 Residential Zoning with no proposed changes on the one acre site. The property is located at 1401 E. Oxford Lane.

Motion: To recommend Council approval of a Bill for Ordinance approving the Cherry Hills Village Sanitation District Sanitary Sewer Supplement #4 for 1401 E. Oxford Lane.

Moved: Habenicht Seconded: Lay

Motion approved unanimously.

5. DENVER WATER BOARD SETTLEMENT

Stu reviewed the proposed agreement with the Denver Water Board regarding Chatfield Reservoir inflow diversions by Denver Water. Englewood will receive $600,000 to resolve

hardness issues. The agreement will enable Denver to proceed with the Gross Reservoir expansion.

The meeting adjourned at 6:50 p.m.

The next Water and Sewer Board meeting will be Tuesday, May 13, 2014 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 30
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING SUPPLEMENT NO. 4 TO THE CITY OF CHERRY HILLS VILLAGE CONNECTOR'S AGREEMENT FOR THE INCLUSION OF LAND WITHIN THE DISTRICT BOUNDARIES.

WHEREAS, Cherry Hills Village Sanitation District recommends the inclusion of approximately one acre into the District; and

WHEREAS, said inclusion is located at 1401 East Oxford Lane in Cherry Hills Village; and

WHEREAS, the zoning of this property in Cherry Hills Village is R-3 Residential and will remain as R-3 Residential; and

WHEREAS, the inclusion of this parcel of land will not increase the tap allocation to the Cherry Hills Village Sanitation District; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of this Agreement at its April 8 2014 meeting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Agreement between the City of Englewood and Cherry Hills Village Sanitation District entitled "Supplement No. 4 To Connector's Agreement", which includes 1 acre located at 1401 East Oxford Lane in Cherry Hills Village, is hereby accepted and approved by the Englewood City Council. A copy of said Agreement is attached hereto as "Exhibit 1" and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby authorized to sign and attest, respectively, the said Agreement for and on behalf of the City Council and the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 2nd day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of June, 2014.

_____
Loucrishia A. Ellis

EXHIBIT 1

SUPPLEMENT NO. __4____ TO CONNECTOR'S AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ENGLEWOOD**, acting by an through its duly authorized Mayor and City Clerk, hereinafter called the "**City**," and the City of Cherry Hills Village Sanitation District, Arapahoe and Douglas Counties, Colorado, hereinafter called the "**District**,"

WITNESSETH:

WHEREAS, on the 2nd day of June, 1975 the City and the District entered into an Agreement in which the City agreed to treat sewage originating from the District's sanitary sewer system within the area served by the District, which Agreement was renewed by Connector's Agreement dated May 12, 1997.

WHEREAS, said Connector's Agreement provides that the district may not enlarge its service area without the written consent of the City;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

1. The City hereby consents to the inclusion of certain additional area located in Arapahoe County, Colorado, owned by Timothy J. Schmidt and more fully described on Exhibit A attached hereto and incorporated herein by reference, into the City of Cherry Hills Village Sanitation District. The City agrees that said additional area may be served with the sewer facilities of the district, and that the City will treat the sewage discharged into the City's trunk line from said additional area, all in accordance with the Connector's Agreement dated June 2, 1975, and Amended May 12, 1997. Accordingly, Exhibit A referred to in Paragraph 1 of the Connector's Agreement dated June 2, 1975 and Amended May 12, 1997, is hereby amended to include such additional area.

2. Each and every other provision of the said Connector's Agreement dated June 2, 1975 and Amended May 12, 1997, shall remain unchanged.

IN WITNESS WHEREOF, the parties have set their hands and seals this
__7__ day of April, 2014.

CITY OF ENGLEWOOD

BY _____
MAYOR

ATTEST:

_____
CITY CLERK
(SEAL)

CITY OF CHERRY HILLS VILLAGE
SANITATION DISTRICT
ARAPAHOE COUNTY, COLORADO

By: __ ___

ATTEST:

SECRETARY
(SEAL)

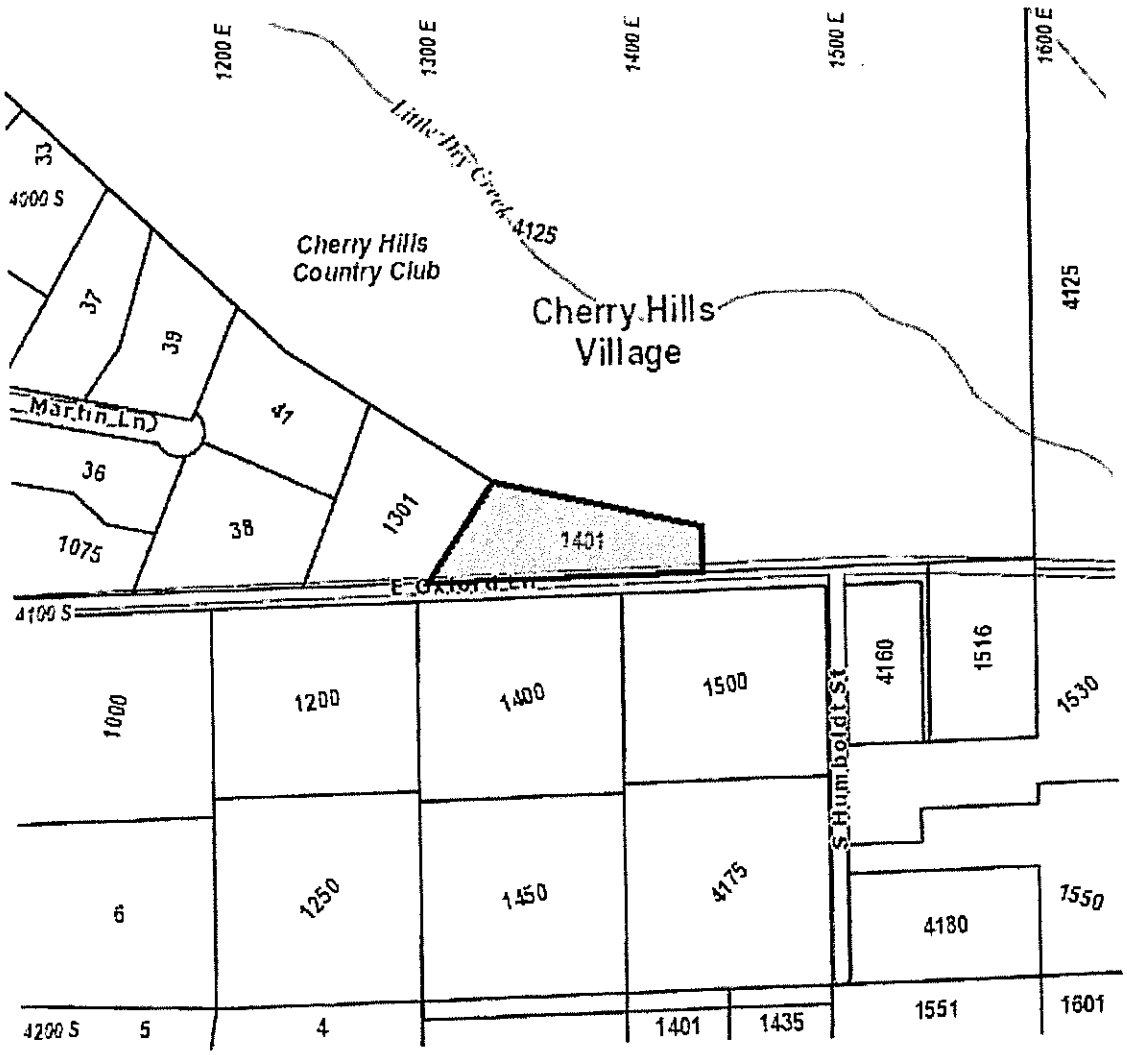
Supplement for Connectors Agr.doc

EXHIBIT A

Legal Description:

Plot 1 Cherry Hills Rancho 2nd Amended Filing
County of Arapahoe
State of Colorado

Known and numbered as: 1401 E. Oxford Lane



COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
June 2, 2014	9 a ii	Intergovernmental Agreement by and between South Metro Fire Rescue Authority and the City of Englewood regarding Plan Review and Inspection Services

Initiated By:	Staff Source:
Fire Department	Laura Herblan, Fire Marshal Andrew Marsh, Fire Chief

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

1) The City supports cost-effective and innovative service delivery partnerships.
2) The City has numerous mutual aid, automatic aid and shared service agreements with other agencies and jurisdictions.

RECOMMENDED ACTION

Staff seeks Council's approval of an Intergovernmental Agreement by and between South Metro Fire Rescue Authority and the City of Englewood regarding plan review, inspection, and training services.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Englewood Fire Department (EFD) and South Metro Fire Rescue Authority (SMFRA) have identified a common interest in providing a reasonable level of life safety and property protection from the hazards of fire, explosion and dangerous conditions in new and existing buildings, structures and premises, and in providing safety to firefighters and emergency responders during emergency operations. Through cooperative efforts, EFD and SMFRA are willing and able to conduct plan reviews and fire code inspections within each other's jurisdictions–upon request as needed–and also to assist in the training of personnel in plan review and fire inspection techniques and procedures. This combined effort will serve the public purpose and will promote the health, safety, security, and general welfare of the inhabitants and visitors of each jurisdiction.

FINANCIAL IMPACT

While this is a mutual agreement to provide services for each other, currently SMFRA is seeking assistance from EFD, so there will be additional revenue generated for the City of Englewood for services provided by the EFD Fire Marshal's Office.

LIST OF ATTACHMENTS

Bill for Ordinance

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 33
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES BETWEEN SOUTH METRO FIRE RESCUE AUTHORITY AND THE CITY OF ENGLEWOOD.

WHEREAS, pursuant to Article XX of the Colorado Constitution the City operates a fire department that provides fire protection, emergency medical, rescue, and ambulance or hazardous materials services within the City's jurisdictional boundaries; and

WHEREAS, South Metro Fire Rescue Authority is a separate legal entity organized pursuant to the Amended and Restated Parker-South Metro Fire Rescue Creation and Pre-Inclusion Agreement dated May 21, 2012 and §29-1-203(4) C.R.S., with all the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to, a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.; and

WHEREAS, the City of Englewood and the South Metro Fire Rescue Authority (SMFRA) have identified a common interest in providing a reasonable level of life safety and property protection from the hazards of fire, explosion and dangerous conditions in new and existing buildings, structures and premises, and in providing safety to firefighters and emergency responders during emergency operations; and

WHEREAS, through cooperative efforts the parties are willing and able to conduct plan reviews and fire code inspections within each other's jurisdictions, upon request as needed, and also to assist in the training of personnel in plan review and fire inspection techniques and procedures; and

WHEREAS, the combined effort will serve the public purpose and will promote the health, safety, security, and general welfare of the inhabitants and visitors of each jurisdiction; and

WHEREAS, this is a mutual agreement to provide services for each entity, currently South Metro Fire Rescue Authority is seeking assistance from Englewood, so there will be additional revenue generated for Englewood for services provided by the Englewood Fire Department Fire Marshal's Office.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the Intergovernmental Agreement for Plan Review and Inspection Services attached hereto as "Exhibit A".

Section 2. The Englewood City Council hereby authorizes the Mayor to sign the agreement for and on behalf of the City of Englewood, attached as Exhibit A.

Introduced, read in full, and passed on first reading on the 2nd day of June, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of June, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of June, 2014.

_____
Loucrishia A. Ellis

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR PLAN REVIEW AND INSPECTION SERVICES is made and entered into this _____ day of _____, 2014, by, the City of Englewood, a home rule municipality, hereinafter referred to as "City," and South Metro Fire Rescue Authority, hereinafter referred to as "Authority." City and Authority are hereinafter referred to jointly as the "Parties" and singularly as a "Party."

WITNESSETH

WHEREAS, pursuant to the authority provided by Article XX of the Colorado Constitution, the City operates a fire department that provides fire protection, emergency medical, rescue, and ambulance or hazardous materials services within the City's jurisdictional boundaries; and

WHEREAS, the Authority is a separate legal entity organized pursuant to the Amended and Restated Parker-South Metro Fire Rescue Creation and Pre-Inclusion Agreement dated May 21, 2012 and §29-1-203(4), C.R.S., with all the powers, authorities, duties, privileges, immunities, rights and responsibilities of a public body politic and corporate, and organized and operated with all the authorities of, and to provide the services authorized to, a fire protection district organized and operated pursuant to Article 1, Title 32, C.R.S.; and

WHEREAS, the City and Authority have a common interest in providing a reasonable level of life safety and property protection from the hazards of fire, explosion, and dangerous conditions in new and existing buildings, structures, and premises, and in providing safety to firefighters and emergency responders during emergency operations; and

WHEREAS, the Parties have personnel with the training and/or certifications necessary to conduct plan reviews and fire inspections ("Qualified Individuals"); and

WHEREAS, each Party is willing and able to conduct such plan reviews and fire code inspections within the other Party's boundaries, as needed, and also to assist in the training of personnel in plan review and fire inspection techniques and procedures; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide plan review, fire inspection, and training services to each another, as provided herein; and

WHEREAS, establishment of an intergovernmental agreement for plan review, fire inspection and training services will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Plan Review. Upon request, a Party will provide one or more Qualified Individuals to review construction documents for compliance with applicable fire codes and standards ("Plan Review Services") for projects requiring permits within the requesting Party's boundaries. The requesting party shall remain as the authority having jurisdiction ("AHJ").

2. Fire Inspection. Upon request, a Party will provide one or more Qualified Individuals to review field conditions for compliance with approved construction documents and applicable fire codes and standards ("Fire Inspection Services") for projects requiring permits within the requesting Party's boundaries. The requesting party shall remain as the AHJ.

3. Training Services. Upon request, a Party may provide the following types of training to the requesting Party (collectively, "Training Services"):

(a) Specific classroom-style training to personnel in plan review and fire inspection techniques and procedures ("Classroom Training");

(b) The Parties may allow personnel to shadow plan reviewers or fire inspectors and assist in plan review and fire inspection for projects requiring permits within the boundaries of the Parties ("Shadowing").

4. Discretion. Should either Party have personnel or resources already committed, or which are otherwise unavailable, which in its sole discretion prevents it from providing Plan Review or Fire Inspection Services and also providing an adequate level of service within its own jurisdiction, it shall promptly notify the requesting Party and shall be released from all or a portion of its responsibilities under this Agreement. Such Party shall notify the requesting Party when its personnel and resources are adequate and become available.

5. Fees for Services.

(a) Plan Review and Fire Inspection Services will be provided at a rate of $75.00 per hour per plan reviewer or fire inspector.

(b) There shall be no fee for Classroom Training or Shadowing.

(c) The Parties shall each maintain their own time accounting and the Fire Marshal for each Party shall be responsible for submitting invoices to the other Party on a monthly basis. Invoices shall be paid within thirty (30) days of receipt of the invoice. In any month where each Party receives an invoice, the Fire Marshalls shall confer and determine the net difference. Upon mutual agreement of the Fire Marshalls, the Party owing money after the net difference is calculated may pay only the net difference to the other Party, which shall then satisfy both Parties' payment obligations for that month.

6. Governing Body Authorization. Plan Review, Fire Inspection Services and Training Services shall be provided without regard to political boundaries and in full compliance with the terms and conditions of this Agreement. Plan Review, Fire Inspection and Training Services are hereby approved by the respective governing bodies of the Parties, and provision of such Services pursuant to this Agreement shall require no further approval by the governing bodies of either Party.

7. Pre-Existing Obligations. Nothing herein shall limit the emergency incident and life safety duties of either Party within its respective jurisdiction, or any other aid agreements any Party may have with the other Party or other entities.

8. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel and all costs associated with use of their own equipment utilized in any of the Services. The personnel and equipment of each Party shall be insured by the liability, workers' compensation, or other insurance of their own agency.

9. Liability to Third Persons. Each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of persons not a party to this Agreement that occur during any life safety incident and which are caused by that Party, its volunteers, servants, agents, or employees.

10. Waiver. Each Party assumes full responsibility and liability, and waives all claims it may have against each other Party ("second Party"), for any and all damages to the equipment of the Parties, and for personal injuries and damages to real or personal property of the Parties volunteers, servants, agents, or employees, whether caused by the second Party or a person not a party to this Agreement, that occur during the course of a life safety, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of second Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

11. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims or causes of action in any person or entity except the Parties.

12. Effective Date, Term and Termination. This Agreement shall become effective between the signatories of this Agreement at 0:00 hours of the first day of the first month following execution by both Parties. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms. The Agreement shall be terminated by written notice, such notice given at least thirty (30) days prior to the effective date of the termination, unless otherwise agreed by the Parties.

13. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

14. Assignment. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto, except that no Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Parties.

15. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the following addresses:

South Metro Fire Rescue Authority

Attn:_____
9195 E. Mineral Avenue
Centennial, CO 80112
Phone: (720) 488-7200

City of Englewood Fire Department
Attn: Andrew Marsh
Fire Chief
Englewood, CO 80110
Phone: 303 762-2481

1000 Englewood Parkway

16. Amendments. This Agreement may be amended only by written document signed by the Parties.

17. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

18. Duplicate Original. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties agree that a signature delivered as a scanned image attached to an e-mail (for example, as a .pdf file) shall have the same force and effect as an original signature.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

SOUTH METRO FIRE RESCUE AUTHORITY

By _____
_____-, Chairman

Attest:

_____
_____, Secretary

CITY OF ENGLEWOOD

By _____
Randy P. Penn, Mayor

Attest:

_____
Loucrishia A. Ellis, City Clerk

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 28
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3(D), SECTION 3 OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO THE STANDARD OF "GOOD CAUSE".

WHEREAS, the City of Englewood has an established moratorium of any new Medical Marijuana Centers, Manufacture Infused Products and Optional Premises Cultivation License applications; and

WHEREAS, during that moratorium the City Council has directed staff to develop appropriate recommendations to Council consistent with the Constitutional Amendment language and State regulations; and

WHEREAS, the moratorium terminates after October 7, 2014; and

WHEREAS, this ordinance modifies the definition of "*Good Cause*" to include evidence to support findings whether the public health, welfare, safety of the neighborhood and creates a new condition for refusal or denial of a license based upon impairment or adjacent conforming properties, or altering essential character of the neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 3(D), Section 3, entitled "Definitions" of the Englewood Municipal Code 2000, to read as follows:

Title 5-3D: Medical Marijuana.

5-3D-3: Definitions.

Good Cause: for purposes of refusing or denying a license renewal, reinstatement, or initial license issuance means:

1. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of Article 43.3 of Title 12 C.R.S., and rules promulgated pursuant to this Title, or any supplemental local law, rules, or regulations;

2. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State or Local Licensing Authority;

3. The licensed premises have been operated in a manner that adversely affects the public health, welfare or the safety of the immediate neighborhood in which the establishment is located. Evidence to support such a finding may include:

   a. A continuing pattern of offenses against the public peace, as defined in Title 7 of this Code.

   b. A continuing pattern of drug-related criminal conduct within the premises or in the immediate area.

   c. A continuing pattern of criminal conduct directly related to or arising from the facility.

4. The licensed premises will impair the use or development of adjacent conforming properties or alter the essential character of the neighborhood.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 19th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of May, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of May, 2014 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2014, on the 6th day of June, 2014.

Published by title on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2014.

_____
Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 29
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3(D), SECTION 5 OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO PUBLIC HEARING NOTICE – POSTING AND PUBLICATIONS.

WHEREAS, the City of Englewood has an established moratorium of any new Medical Marijuana Centers, Manufacture Infused Products and Optional Premises Cultivation License applications; and

WHEREAS, during that moratorium the City Council has directed staff to develop appropriate recommendations to Council consistent with the Constitutional Amendment language and State regulations; and

WHEREAS, the moratorium terminates after October 7, 2014; and

WHEREAS, the Englewood City Council received complaints concerning the methodology of posting; and

WHEREAS, the City Council desires to have the property posted in the same manner as zoning; and

WHEREAS, provisions have been modified to address signage on the adjoining street right-of-way as well as mailed notice; and

WHEREAS, the mailed notice provisions provide for mailing to a neighborhood as determined by the local licensing authority; and

WHEREAS, the language makes it clear that Medical Marijuana Optional Premises Cultivation and Medical Marijuana-Infused Product manufacturers are included in the public notice provisions together with Medical Marijuana Centers.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 3(D), Section 5, entitled "*Public Hearing Notice – Posting and Publication*" of the Englewood Municipal Code 2000, to read as follows:

Title 5-3D: Medical Marijuana.

5-3D-5: Public Hearing Notice – Posting and Publication.

A. Upon receipt of an application for a Local License, except an application for renewal or for transfer of ownership, a Local Licensing Authority may schedule a public hearing upon the application, to be held not less than thirty (30) days after the date of the application. If the Local Licensing Authority schedules a hearing for a Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation and Medical Marijuana-Infused Product Manufacturer Application, it shall post and publish public notice thereof not less than ten (10) days prior to the hearing. The Local Licensing Authority shall give public notice by the posting by the applicant of a sign in a conspicuous place on the Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation and Medical Marijuana-Infused Product Manufacturer premises for which application has been made, by having the applicant mail a notice and by publication in a newspaper of general circulation or the City's official website in the City in which the Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation and Medical Marijuana-Infused Product Manufacturer Premises are located.

B. Public notice given by posting shall include a sign of suitable material, not less than twenty-two inches (22") wide and twenty-six inches (26") high, composed of letters not less than one inch (1") in height and stating the type of License applied for, the date of the application, the date of the hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. The sign shall contain the names and addresses of the officers, directors, or manager of the facility to be licensed.

C. Public notice given by publication shall contain the same information as that required for signs.

D. If the building in which Medical Marijuana is to be sold, cultivated or manufactured is in existence at the time of the application, a sign posted as required in this Section shall be placed so as to be conspicuous and plainly visible ~~to the general public~~ from the adjoining street right-of-way. If the building is not constructed at the time of the application, the applicant shall post a sign at the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public from the adjoining street right-of-way.

E. Mailed Notice.

1. Mailed Notice to Applicant. The City shall give written notice of the date, time, and place of any scheduled hearing to the applicant either in person or by first class mail.

2. The applicant shall mail written notification of the hearing at least ten (10) days prior to the hearing to occupants and property owners within the neighborhood boundaries established by the Local Licensing Authority. Notification shall be sent to property owners of record from data available within thirty (30) days before the required mailing date from the Arapahoe County Assessor's Office. Public notice given by mail shall contain the same information as that required for signs.

3. The applicant shall provide a mailing list to the City and certify that letters were mailed via the U.S. Postal Service to the listed addresses ten (10) days prior to the hearing.

~~E.~~ F. Concurrent Review.

1. A Local Licensing Authority, the Local Licensing Official, or a License Applicant with Local Licensing Authority approval, may request that the State Licensing Authority conduct a concurrent review of a new License Application prior to the Local Licensing Authority's final approval of the License Application. Local Licensing Authorities who permit a concurrent review will continue to independently review the Applicant's License Application.

2. When conducting a concurrent application review, the State Licensing Authority may advise the Local Licensing Official and the Local Licensing Authority of any items that it finds that could result in the denial of the License Application. Upon correction of the noted discrepancies, if the correction is permitted by the State Licensing Authority, the State Licensing Authority shall notify the Local Licensing Authority of its conditional approval of the License Application subject to the final approval by the Local Licensing Authority. The State Licensing Authority shall then issue the Applicant's State License upon receiving evidence of final approval by the Local Licensing Authority.

3. All applications submitted for concurrent review shall be accompanied by all applicable State and Local License and Application Fees. Any applications that are later denied or withdrawn may allow for a refund of License Fees only. All Application Fees provided by an applicant shall be retained by the respective Licensing Authority.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 19th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of, 2014.

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Published by title in the City's official newspaper as Ordinance No. ___, Series of 2014, on the 6th day of June, 2014.

Published by title on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2014.

_____
Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL
MEMBER OLSON

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT (RTD) AND THE CITY OF ENGLEWOOD PERTAINING TO THE ENGLEWOOD LIGHT RAIL CORRIDOR NEXT STEPS STUDY AND AN INTERGOVERNMENTAL AGREEMENT ENGLEWOOD LIGHT RAIL CORRIDOR NEXT STEPS STUDY BETWEEN THE CITY OF SHERIDAN AND ENGLEWOOD, COLORADO.

WHEREAS, the Englewood City Council was informed about the opportunity to apply for a second round of light rail station area planning funding for "Next Step" studies in 2013; and

WHEREAS, the Englewood City Council was briefed on the progress in developing an intergovernmental and intergovernmental agreement between Englewood and RTD, an Intergovernmental Agreement with the City of Sheridan allowing Sheridan to participate as a secondary partner, and the details of the study itself at the April 21, 2014 Council Study Session

WHEREAS, the Englewood Light Rail Corridor Next Steps Study is intended to take a closer, more comprehensive look at various implementation projects identified in the Englewood Light Rail Corridor Station Area Master Plan; and

WHEREAS, the key project goals are described as follows:

- Provide a strategic road map of sequential actions local governments can take to foster redevelopment as depicted in the vision of the Englewood Light Rail Corridor Station Area Master Plan.
- Advance the design of specific transportation improvements in a way that will maximize the potential for project funding and implementation through the DRCOG TIP process, as well as other direct federal grant opportunities.
- Comply with the address all of the relevant points articulated within the criteria described by the DRCOG Station Area/Urban Center Studies Eligibility Criteria and the RTD TOD Policy.

WHEREAS, the study will be comprised of the following elements:

- Project Kickoff: Agency Coordination and Public Involvement Plan.
- Real Estate Development Feasibility Analysis and Marketing/Implementation Strategy.
- Englewood Transportation Improvements: Alternatives Development, Design, and Evaluation.
- Sheridan Transportation Improvements: Alternatives Development, Design, and Evaluation.

- Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign Planning and Environmental Linkages (PEL) Study.

WHEREAS, the City of Englewood matching fund contribution of $40,000 is included in the 2014 capital project budget plus $10,000 in staff time; and

WHEREAS, the IGA between the City of Sheridan and the City of Englewood will allow Sheridan to contribute financially and participate in the plan process as a secondary partner; and

WHEREAS, the City of Sheridan matching fund contribution of $10,000 will be transferred to the City of Englewood for the purposes of grant administration; and

WHEREAS, federal funds will be used for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood hereby authorizes an intergovernmental agreement entitled "Station Area Master Plan: Englewood Light Rail Corridor Next Steps Study City of Englewood, Colorado" attached hereto as Exhibit A.

Section 2. The City Council of the City of Englewood hereby authorizes and intergovernmental agreement between the City of Sheridan, Colorado and the City of Englewood entitled "Intergovernmental Agreement Englewood Light Rail Corridor Next Steps Study" attached hereto as Exhibit B.

Section 3. The Mayor and the City Clerk are hereby authorized to sign and attest said Intergovernmental Agreements on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 19th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of May, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of May, 2014 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ____, Series of 2014, on the 6th day of June, 2014.

Published by title on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ____, Series of 2014.

_____
Loucrishia A. Ellis

EXHIBIT A

STATION AREA MASTER PLAN:
ENGLEWOOD LIGHT RAIL CORRIDOR NEXT STEPS STUDY
CITY OF ENGLEWOOD, COLORARDO

INTERGOVERNMENTAL AGREEMENT

by and between

CITY OF ENGLEWOOD
1000 Englewood Parkway
Englewood, CO 80110

and

REGIONAL TRANSPORTATION DISTRICT
1600 Blake Street
Denver, Colorado 80202

This Intergovernmental Agreement, made this ____ day of _____, 2014 (the Agreement), between the Regional Transportation District (RTD), a political subdivision of the State of Colorado, and City of Englewood, a Colorado home rule municipality (City), collectively referred to as the "Parties" or individually as "Party", is to provide funding assistance for the development of a Station Area Master Plan Next Steps Study (Plan) for the area designated as the Bates, Englewood, and Oxford Station areas located adjacent to the Southwest Light Rail Transit Line. The project area is identified in Exhibit A.

RECITALS:

The context for this Agreement is established in the Denver Regional Council of Governments (DRCOG) FY14-15 Station Area/Urban Center Studies Eligibility & Evaluation Criteria, attached hereto as Exhibit B, and the RTD TOD Policy dated September 21, 2010, attached hereto as Exhibit C.

This Plan needs to be practical, feasible, and satisfy the following key objectives:

- Provides a strategic road map of sequential actions local governments can take to foster redevelopment as depicted in the vision of the Englewood Light Rail Corridor Plan.
- Advances the design of specific transportation improvements in a way that will maximize the potential for project funding and implementation through the DRCOG TIP process, as well as other direct federal grant opportunities.
- Complies with and addresses all of the relevant points articulated within the criteria described by the DRCOG Station Area/Urban Center Studies Eligibility Criteria and the RTD TOD Policy.

Generally, the Parties wish to promote regional sustainability by contributing to transit oriented development sites that collectively will reduce regional per capita vehicle miles traveled, air pollution, greenhouse gas emissions, and water consumption.

49 U.S.C. §5307 (Section 5307), provides funding for federal grants to assist states and local governmental authorities in financing capital and planning projects, job access and reverse

EXHIBIT A

commute projects, associated transit improvements, and certain operating costs. See generally Federal Transit Administration (FTA) Circular 9030.1E (effective 1/16/14). The FTA has designated RTD as a recipient for Section 5307 funds. DRCOG has managed the competitive process for the award of Section 5307 funds to eligible subrecipients including the City. The City has agreed to receive Section 5307 funds for fiscal year 2014 to provide Section 5307 eligible services pursuant to this Agreement. The City is a public entity otherwise eligible to become a direct recipient under Section 5307. The Plan is an eligible project under Section 5307 and FTA Circular 9030.1E.

As the Designated Recipient for Section 5307 funds, RTD is responsible for submitting a grant application to the FTA, contracting with Subrecipients for projects selected through DRCOG's competitive selection process, and ensuring that Subrecipients comply with FTA requirements. RTD and the City therefore desire to enter into this Agreement for RTD to pass through Section 5307 funding to the City as Subrecipient, and for the City to use such funding in full and complete accordance with all federal requirements and all other provisions of this Agreement, and with full, timely and accurate accounting and reporting by the City of such use.

NOW, THEREFORE, it is hereby agreed that:

1. Recitals, Exhibits. The Recitals set forth above and all exhibits attached hereto are incorporated herein by this reference.

2. Funding. Funding for the development of the Plan shall be provided through a Congestion Mitigation and Air Quality (CMAQ) grant (Grant) from the Federal Highway Administration (FHWA) through the FTA and administered by RTD. It is anticipated that the Grant available to RTD for the development of the Plan will be Two Hundred and Forty Thousand Dollars ($240,000). In no event shall RTD be responsible for payment of funds for the development of the Plan in any amount greater than that received through the Grant. In no event shall federal funding exceed 80 percent of the net project cost. If the amount of Grant funds received by RTD is less than Two Hundred Forty Thousand Dollars ($240,000), the City may, at its discretion, (i) pay additional local match funds; (ii) reduce the scope of work for the development of the Plan; or (iii) terminate the Plan and this Agreement as set forth below. Unless the City determines to expend additional funds for the development of the Plan, the City shall contribute Fifty Thousand Dollars ($50,000) in local match funds for the Plan, plus Ten Thousand Dollars ($10,000) of in-kind project management billable hours. All local match funds must be provided from sources other than federal Department of Transportation (DOT) funds. Any additional funds required for the development of the Plan over and above the Grant funds received by RTD and committed local match funds shall be the responsibility of the City. The City shall use the funds solely for eligible purposes defined under Section 5307 and FTA Circular 9030.1E, as they may be amended, promulgated or updated from time to time during the term of this Agreement.

Englewood Light Rail Corridor Next Steps Study Project Funding Summary:

Funding Source	Amount
Federal Grant Share	$ 240,000
City Local Match Share	$ 50,000
City Local In-Kind Project Management Share	$ 10,000
Total	**$ 300,000**

3. City Local In-Kind Project Management Share Accounting. The City Project Manager will track hours spent managing the project calculated by the City Project Manager's hourly salary and benefit rate of $42.90 per hour, in order to account for the City Local In-Kind Project Management Share contribution of Ten Thousand Dollars ($10,000) to the Project.

4. Project Accounting. Expenditure of funds from the Grant will be documented separately by the City and Consultant (as defined in Section 5) to ensure dollars spent coincide with task deliverables assignable to each funding source.

5. Scope of Work. The scope of work (Scope) and cost for the development of the Plan are shown in Exhibit D. No changes to the Scope shall be made without prior written agreement between the Parties.

6. Consultant. The City shall issue a Request for Proposals to engage one or more consultants (Consultant) to develop the Plan. The City shall choose the Consultant after considering the recommendation of a committee consisting of representatives from the Parties. (Committee). The Parties shall each be entitled to review the form of Consultant's contract prior to award, and RTD shall advise the City of changes necessary to comply with the Grant or other RTD requirements, including but not limited to required contract clauses for federally assisted subcontracts and third party contracts as shown in Exhibit E. Compliance by City, Consultant and any other Plan contractors and subcontractors with RTD required contract clauses for federally assisted subcontracts and third party subcontracts, and other requested changes by RTD, shall be a condition of receipt of Grant funding through RTD for the development of the Plan. The City and Consultant shall be the parties to the consulting contract; and the City, as the contracting agency, shall have authority for administration of the Consultant's contract.

7. Review. The City shall manage all work performed by any Consultant for the development of the Plan. RTD shall have the opportunity to review and comment upon all documents, drawings, exhibits, etc., produced by the Consultant as part of the Plan, including preliminary drafts. RTD shall withhold payment of the last ten percent (10%) of the Grant funding until it has had an opportunity to provide comments on the final draft of the Plan, prior to adoption by the City. Any property or information provided by RTD for the Plan remains the property of RTD and shall be returned to RTD upon completion of the development of the Plan. RTD shall be entitled to receive electronic copies of all reports, drawings, data, and other material produced or collected in electronic format by the Consultant at no additional cost.

8. Meetings. RTD shall have the right to attend and shall receive notice of all formal meetings with the Consultant not less than forty-eight (48) hours in advance. RTD shall not give direction to the Consultant but shall submit all comments on the Consultant's work through the City.

9. Reporting Requirements. RTD shall be responsible for all Grant reporting for the development of the Plan. The City shall cooperate with RTD in providing information required by RTD for Grant reporting, and shall also require its Consultant and any other Plan contractors and subcontractors to provide such cooperation with RTD. The City shall be responsible for providing data to support the calculation of air quality benefits derived from the Plan which is required as part of the federal CMAQ process. The methodology for the data collection on the air quality benefits will be provided by RTD in

sufficient time in advance of the reporting deadline to allow the City to prepare the data for submission.

10. Invoices. The City shall invoice RTD for Consultant's work up to a maximum amount of Two Hundred and Forty Thousand Dollars ($240,000) (if the Grant is in that amount as anticipated; otherwise up to the actual Grant amount). Such invoices shall only be for verified, eligible expenses consistent with the Grant award. City invoices may be submitted to RTD on a monthly basis effective June 1, 2014. Such invoices shall include the Consultant's invoice and other available background information regarding the work being invoiced. RTD shall reimburse the City only for actual Consultant work. Prior to utilizing the value of City staff time to meet the local match requirements contained herein, RTD shall review and approve the methodology for calculation of such utilization. RTD shall pay all approved invoices within thirty (30) days of receipt. If RTD disputes any invoice or portion thereof, it shall provide written notice to the City of the dispute within fourteen (14) calendar days of receipt of the invoice; otherwise the invoice is deemed to be approved by RTD. RTD shall not be liable for any financial contribution to the Plan funded pursuant to this IGA other than as set forth herein, unless previously authorized in writing. RTD shall not be responsible for paying Consultant bills directly.

11. Civil Rights Small Business Office.

    a. It shall be the responsibility of the Parties to ensure that the compliance and implementation of Disadvantaged Business Enterprise (DBE) requirements are in accordance with 49 CFR Part 26 and RTD's FTA approved DBE Plan and Program. RTD shall be responsible for administering its own DBE program to set and monitor compliance with the goals on this project.

    b. The RTD Small Business Office (SBO) has established a DBE goal of Twelve Percent (12%) of the total Agreement amount for this project, for a total of Thirty-Six Thousand Dollars ($36,000).

    c. It shall be the responsibility of the City to provide a DBE Liaison (Liaison) for the RTD Small Business Office which can be a collateral duty. The Liaison will be responsible for contact information, submittals, invoicing/payment information, federal reporting information and interfacing with the SBO to address various issues or concerns related to compliance with the DBE Program requirements.

    d. It shall be the responsibility of the City to provide RTD's Small Business Opportunity Office with a copy of all proposals received in response to the Request for Proposals at least two weeks in advance of selection of the successful Consultant.

    e. It shall be the responsibility of the City to include the RTD Attachment A, included herewith as Exhibit F, in the RFP and in all executed contracts for Consultant services. The proposers must complete and submit all forms to the City for the City to return to RTD's Small Business Office. All forms from the Attachment A must be submitted to the Small Business Office prior to execution of the Consultant contract to ensure compliance with regard to RTD's DBE Plan and Program. Failure to submit completed forms may result in a proposer being deemed non-responsive. The prime Consultant must provide documented proof of good faith efforts using the RTD Small Business Office documentation process should it be unable to meet the DBE goal.

f. Immediately upon execution of the Consultant contract, the City shall provide a copy of the contract to RTD's Small Business Office. It shall be the responsibility of the City's DBE Liaison to ensure that RTD's Small Business Office reviews all amendments and change orders prior to their execution.

g. The selected proposer must submit to the City's DBE Liaison Officer, a copy of all DBE subcontracts and/or purchase orders within thirty (30) days of Notice to Proceed. Under no circumstances shall a DBE begin work without an executed subcontract or purchase order.

h. No DBE shall be replaced, removed, substituted or terminated without good cause as set forth in 49 CFR Part 26.53 (f) and pre-approval by RTD's SBO. This includes reductions to scopes of services and/or subcontract values.

i. RTD's Small Business Office will directly contact the Prime Consultant and Sub-consultants for compliance monitoring, reviews and/or auditing purposes.

j. The City will withhold payment from the Prime Consultant for non-compliance with the DBE Program requirements as directed by RTD's Small Business Office.

12. Plan Recommendations. The Parties acknowledge this Agreement is for the development of the Plan only. The Parties commit that they will make reasonable efforts to secure approvals from their respective governing bodies to implement needed infrastructure improvements within their capital improvements program; adopt appropriate zoning code, master plan and other regulatory changes; and incorporate Plan recommendations into local ordinances, regulations or requirements governing development of the Plan area. Nothing herein commits either governing body to grant such approvals, and nothing herein commits either Party to fund any improvements identified in the Plan or any other adopted plans.

13. Third Parties. No person or entity not a party to this Agreement shall have rights hereunder.

14. Conflicts. No officer, member, or employee of RTD or the City, no members of the respective governing bodies of RTD or the City, and no other public officials or employees of RTD or the City during his or her tenure, or for one year thereafter, shall have any personal interest, direct or indirect, in any solicitation for services made pursuant to this Agreement or the proceeds thereof.

15. Termination; Suspension of Work. This Agreement may be terminated for any of the following reasons:

a. Funds not Available. In the event that Grant funds required for funding of this Agreement are not made available, this Agreement shall terminate unless the City elects to pay additional local match funds or reduce the Scope of Work for development of the Plan as set forth above. Whether or not Grant funds are available, or whether or not City local match funds are sufficient to pay for the Plan costs, RTD is under no obligation to provide any funds for the Plan other than Grant funds actually received by RTD.

b. Termination for Mutual Convenience. The Parties may terminate this Agreement and terminate the development of the Plan if both Parties agree in writing that the

continued development of the Plan would not produce beneficial results commensurate with the further expenditure of funds.

c. Termination of Contract for Cause. If through any cause, either Party should fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, agreements, or stipulations of this Agreement, the other Party has the right to terminate this Agreement by giving written notice of its intent to terminate. Said notice shall be delivered to the notified Party a minimum of seven (7) days in advance of the date set for termination. The notified Party shall have five (5) days after receipt of said notice of intent to terminate to respond with a proposal to cure the failure or violation. Approval of the proposal shall not be unreasonably withheld. This Agreement shall not so terminate if the proposal is accepted and the failure or violation is fully cured within a thirty (30)-day period after receipt of said notice of intent to terminate.

d. RTD's Right to Terminate Contract for Convenience or Default. RTD shall also have the right to terminate this Agreement for convenience or default, and the right to suspend the work, in accordance with provision FTA 8, Termination, of the FTA contract provisions attached as Exhibit E.

e. City's Right to Terminate Contract for Convenience. The City shall also have the right to terminate this Agreement for convenience by giving fourteen (14) calendar days written notice to RTD.

f. In the event this Agreement is terminated, RTD shall pay the City for all work previously authorized and satisfactorily performed up to and including the date of receipt by the City of the termination notice. If, however, the City has substantially or materially breached the standards and terms of this Agreement, RTD shall have any remedy or right of set-off available at law and equity.

16. Compliance with Federal Grant Requirements. The Parties acknowledge that development of the Plan will be partially federally funded. This Agreement and all subgrants, third party contracts and subcontracts are therefore subject to the FTA Master Agreement and all other applicable federal transit regulations, and all subgrants, third party contracts, and subcontracts must include as flow down provisions the FTA contract provisions attached as Exhibit E.

a. City shall at all times comply with all applicable FTA regulations, policies, procedures, reporting requirements, and directives, including without limitation those in FTA Circular 9070.1F, 49 C.F.R. part 19, and those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. In addition to all such requirements imposed directly upon City, those requirements imposed upon RTD as a grantee or recipient are also hereby imposed upon City, and those rights reserved by DOT, FTA or any other applicable agency are hereby reserved by RTD. City's failure to comply with any and all such requirements shall constitute a material breach of this Agreement. City may contact either RTD or FTA for a copy of the current FTA Master Agreement.

b. Without limiting the foregoing, the following are specifically incorporated herein by this reference and shall govern this Agreement: (i) 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State

and Local Governments"; (ii) 49 CFR Part 19, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (parts 18 and 19 are collectively known as the "common rule" or "common grant rule"); (iii) FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions; (iv) FTA Circular 5010.D, Grants Management – General; and (v) FTA Master Agreement. Those requirements imposed upon RTD as a grantee or recipient are hereby imposed upon City to the fullest extent permitted by law, and those rights reserved by DOT, FTA or any other applicable agency are hereby reserved by RTD.

c. All DOT-required contractual provisions as stated in FTA Circular 4220.1F are hereby incorporated by reference. City will adhere to FTA's third-party procurement requirements as set out in FTA Circular 4220.1F and shall include contractual provisions as stated in FTA Circular 4220.1F in contracts funded in whole or in part by this Agreement for all such contracts as specified in FTA Circular 4220.1F. The incorporation of FTA-required terms has unlimited flow down.

d. All FTA-mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Agreement. City shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions.

e. City shall not assign, transfer, or convey this Agreement, or any part thereof, without the prior written consent of RTD.

f. The Federal Certifications and Assurances applicable to this Agreement are attached and fully incorporated by reference herein as Exhibit G. Such certifications, assurances and terms are subject to updating by FTA; City shall timely provide and comply with any additional FTA-required certifications and assurances. City shall comply with all applicable requirements of such certifications, assurances and terms, and shall extend and require its contractors to extend all such requirements to each of City's contractors, subcontractors, and any other third party participants whose work is funded in whole or in part by the Grant.

17. Audits. RTD, FHWA, FTA, or any auditor or contractor acting on their behalf shall have the right to audit the City's books and records and the books and records of the Consultant(s) performing the work for the Plan, and the contracts awarded for this Plan shall provide that RTD, FHWA and/or FTA shall have the right to audit the Consultant's and all of Consultant's subcontractors' books and records as they pertain to the development of the Plan for a period of three (3) years from the date of completion of the Consultant's work to develop the Plan.

18. Merger. This Agreement represents the entire agreement between the Parties and may be amended only in writing, signed by the Parties.

19. Disputes. Disputes shall initially be resolved by the Party Liaisons defined as: (i) first, RTD's Assistant General Manager for Planning and Development and the City's Community Development Director and (ii) second, RTD's General Manager and the City Manager if the Party Liaisons set forth in subsection (i) above are unable to resolve the

dispute. If none of the Party Liaisons are able to resolve the dispute, they shall agree to an impartial mediator to resolve the dispute.

20. Notices. All contacts, communications, and data required to be performed or exchanged pursuant to this Agreement will be sent to the following persons or their successors designated in writing:

For RTD:

Bill Sirois
Manager of Transit Oriented Development
Regional Transportation District
1560 Broadway, Suite 700
Denver, Colorado 80202

For the City of Englewood:

Alan White
Community Development Director
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

21. Term. This Agreement shall become effective upon the date of execution and will terminate upon completion and final acceptance of the Plan by the City, unless sooner terminated as provided in section 14.

22. Further Cooperation. The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this Agreement, and will execute such additional documents as necessary to effectuate the same.

23. No Joint Venture. Nothing contained in this Agreement is intended to create a partnership, joint venture or joint enterprise between the Parties, and any implication to the contrary is hereby disavowed. This Agreement does not authorize any Party hereto to act as an agent of the other Party hereto for any purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____day of _____, 2014.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Phillip A. Washington
General Manager

Approved as to legal form for the Regional Transportation District:

_____
Rolf G. Asphaug
Deputy General Counsel

CITY OF ENGLEWOOD

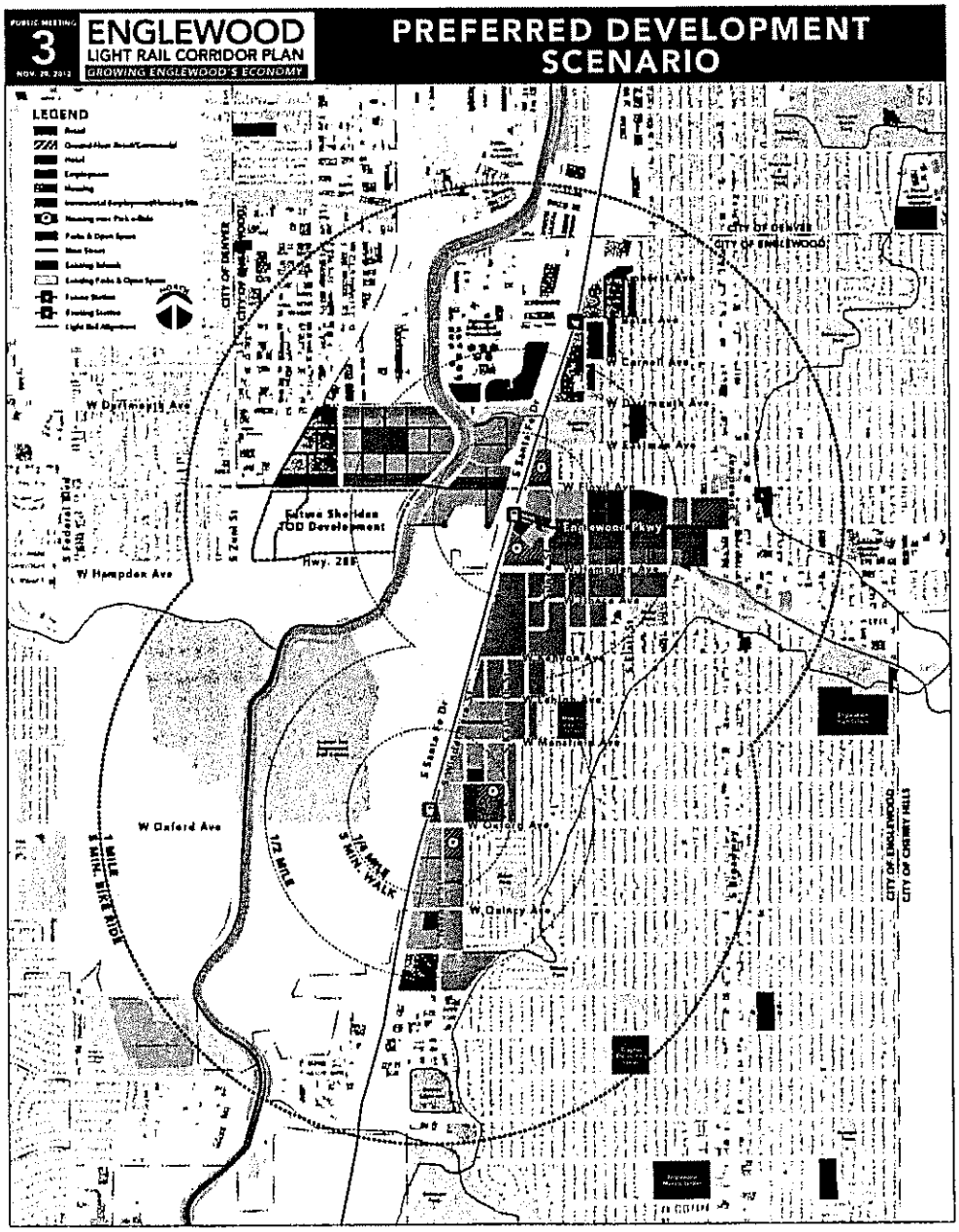
By: _____
Randy P. Penn
City Mayor

ATTEST:

_____
Loucrishia Ellis, City Clerk

Exhibit A – Project Area Maps

Exhibit A – Englewood Light Rail Corridor Plan
Preferred Development Scenario and Fundamental Concept Maps



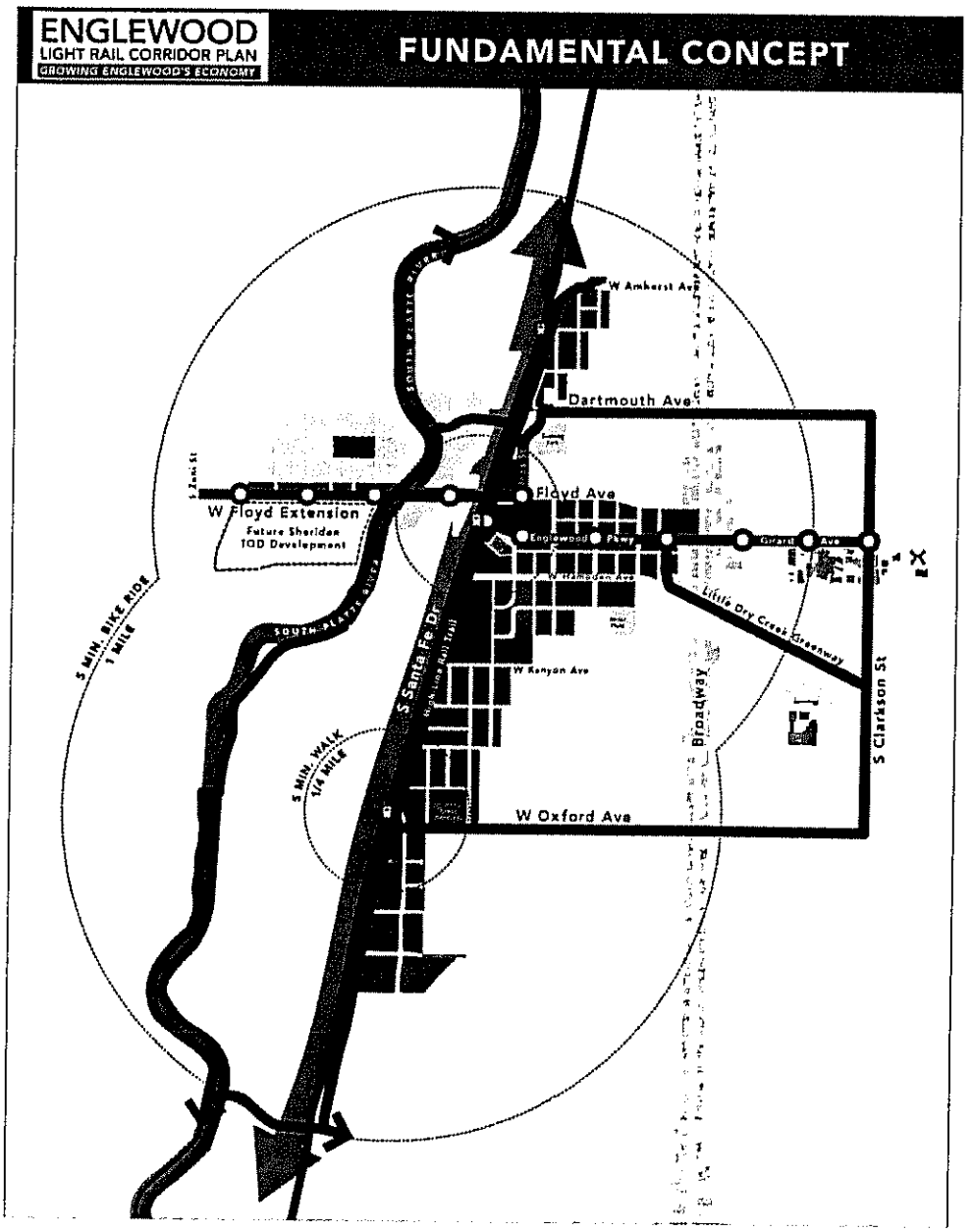

ENGLEWOOD
LIGHT RAIL CORRIDOR PLAN
GROWING ENGLEWOOD'S ECONOMY
FUNDAMENTAL CONCEPT
W Amherst Ave
Dartmouth Ave
Floyd Ave
W Floyd Extension
Future Sheridan
TOD Development
Englewood Pkwy
Girard Ave
W Hampden Ave
Little Dry Creek Greenway
W Kenyon Ave
S Santa Fe Dr
Broadway
S Clarkson St
W Oxford Ave
SOUTH PLATTE RIVER
5 MIN. BIKE RIDE
1 MILE
5 MIN. WALK
1/4 MILE

Exhibit B – DRCOG FY14-15 Station Area/Urban Center Studies Eligibility & Evaluation Criteria

FY 14-15 Station Area/Urban Centers Studies – Project Eligibility Rules

Station Area Master Plans or Urban Center Studies further implementation of the Tier 1 Base Rapid Transit System (Figure 16: 2035 RTP) at existing or future rapid transit station locations OR further implementation of urban centers identified in the Metro Vision 2035 plan. Such studies include the four types of planning studies described below. Sponsors are limited to two studies per fiscal year (i.e. each sponsor could have as many as two studies in FY14 and two studies in FY15).

1.) Corridor-wide studies focusing on:

- Maximizing multi-modal connectivity within transit corridors (including high frequency bus corridors that serve one or more urban centers – high frequency bus corridors have headways of 15 minutes or less) and at individual station areas/urban centers along the corridor
- Identifying barriers to station area development and increased transit use along the corridor – barriers could include current land use, zoning and development standards; parking availability and cost; inadequate supportive infrastructure, etc.
- Creating corridor-wide implementation strategies and/or an action plan identifying such things as needed plan updates, code revisions, and financial or regulatory incentive
- Corridor-wide studies must involve all the local jurisdictions and other major stakeholders along the corridor

2.) Creation and adoption of an "original" or updated station area master plan or urban center study. The scope for such a plan/study must include:

Stakeholder Engagement

- Outreach and engagement process that promotes the involvement of stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, and elderly or disabled citizens.
- Active involvement by DRCOG, any relevant transit agency, and the public in the development of the plan.

Placemaking

- Identification (map) of type and density of future land uses, including public spaces
- Internal circulation plan(s) (maps or graphics) for motor vehicles, transit, bicycle and pedestrian and strategies to increase multi-modal connections with the larger region
- Identifying barriers (e.g. parking, zoning, infrastructure, etc.) to station area and/or urban center development
- Detailed development strategies that allow people of all ages, incomes and abilities the opportunity to access a range of housing, employment, and services
- A market or fiscal feasibility analysis that assesses plan recommendations and ensures the proposed plan is realistic and/or efforts to market the area to the development community in cases where a traditional market might not yet exist

Action Plan and Implementation Strategies

- A clear and realistic action plan to address key findings, including identification of necessary policy or regulatory changes (e.g. comprehensive plan, zoning, etc.); infrastructure improvements, and housing strategies.
- An implementation strategy that describes the organizational structure and process that will be used to ensure the action plan is implemented

Assessment and Impacts

- Indicators or metrics related to key strategies (e.g. housing affordability, multi-modal connectivity, leveraging private investment, environmental quality, etc.)
- Identification of the transportation impacts and air quality benefits of the proposed plan
- Current and future population, housing units, and employment estimates to the year 2040 (in five-year increments), including distribution of planned housing units by type and square feet of future non-residential development

3.) Additional "Next Step" plans/studies to further the development of the area if a station area master plan or urban center study was previously developed and adopted. Such plans/studies are only eligible if they:

- Are for planning activities that are clearly and unambiguously related to transportation infrastructure for use by the general public, AND
- Are for planning/design activities that do not conflict with any relevant transit agency's planning/design activities as demonstrated by a letter of concurrence from the agency.

Next Step studies should be identified in an existing plan for the area and must further the existing plan – potential Next Step projects could include:

- Parking management studies
- Access management plans
- Corridor redevelopment plans
- Design studies and concepts for multi-modal infrastructure projects
- Street design standards/manuals
- Regional multi-use trail feasibility study
- Multi-use Trail/Bike Facilities plan
- Urban design and development guidelines
- Targeting housing strategies (e.g. to facilitate jobs-housing balance, affordable housing, etc.)
- Comprehensive wayfinding plans and strategies
- Traffic circulation studies (including traffic simulation model development)
- First/Last-mile mobility implementation, financing, partnership studies
- Transit circulator feasibility
- Transportation demand management studies and implementation activities

4.) Area Planning and Implementation Activities

Area Implementation Activities will promote innovative planning activities that can be replicated throughout the Denver region. Eligible projects will include multiple jurisdictions, station areas and urban centers aiming to study a common issue while focusing on local context and implementation strategies – the projects could include:

- Electric or natural gas-fueled vehicles facility planning
- Parking management planning and strategies

- Development and TOD financing strategies
- Workforce and affordable housing tools
- First/last-mile mobility implementation and financing studies

FY 14-15 Station Area/Urban Centers Studies - Evaluation Criteria

Metro Vision establishes the importance of urban centers in transit station areas in the region's efforts to reach regional goals and describes a desired future that includes healthy, livable communities connected by a robust multi-modal transportation network. These communities will have high levels of internal connectivity and be well-connected to the region at large. Additionally, they will support housing suitable for a wide range of incomes and the full spectrum of life stages; and use innovative planning, zoning and urban design strategies to promote higher density, mixed-use development, and transportation options.

DRCOG staff will determine eligibility based on the Project Eligibility Rules. The following evaluation criteria will be applied to all eligible submittals.

Project Evaluation – Regional Priorities
DRCOG staff will conduct an evaluation to identify priority projects in each eligible study type (i.e. corridor-wide, original studies, next steps, and area planning and implementation activities). A second evaluation (Project Impact) will also be conducted as described below. Regional priorities for studies are as follows:

1. Corridor-wide studies: Priority will be given to existing transit corridors and corridors included in the Tier 1 Base Rapid Transit System (Figure 16: 2035 RTP) that are not receiving corridor planning funds through the region's Sustainable Communities Initiative (SCI). Planned transit corridors included in the Tier 1 Base Rapid Transit System that are not receiving SCI corridor planning funds include:
   - I-225 LRT Corridor
   - North Metro Rail Line
   - Southeast Rail Extension
   - Southwest Rail Extension
   - Central Corridor Extension

2. "Original" or major updates to Urban Center/Station Area Plans:
   - Proposed study areas include a rapid transit station and include an urban center designated in Metro Vision will be given priority.
   - Urban centers designated as "existing" or "emerging" will be prioritized over "planned" urban centers.

3. Next Steps Studies
   - Next steps studies that support completed station area plans for stations along the Tier 1 Base Rapid Transit System will be given priority.

4. Area Planning and Implementation Activities
   - Studies, plans, tools plans or programs that directly advance Metro Vision, including RTP, policies (e.g. Urban Centers and Transportation policies) through regional/multi-jurisdictional planning and implementation will be given priority.

Project Evaluation – Project Impact

In addition to the Regional Priorities Evaluation a second evaluation criteria will be applied to proposed, eligible projects. Proposals will be evaluated by a project recommendation committee comprised of DRCOG staff, selected regional stakeholders with a variety of interests and expertise (e.g. transportation, design, environment, housing, etc.), RTD and local governments that have previously received funds, but are not seeking funds in FY14 or FY15. The committee will submit recommendations to the appropriate DRCOG committees and Board of Directors. Recommendations will reflect the regional priority evaluation described above and the project impact criteria described below.

Study Need (20%) - *Application will include an issue statement that clearly identifies the local /regional need of the study along with the desired outcomes.*

Potential of Study Area to Contribute to the vision, goals and policies embodied in Metro Vision (60%), including:

- Be active, pedestrian-, bicycle-, and transit-friendly places that are more dense and mixed in use than surrounding areas
- Promote regional sustainability by reducing per capita VMT, air pollution and greenhouse gas emissions
- Provide reliable mobility choices to all users: residents and visitors of all ages, incomes and abilities, as well as businesses that provide services and produce or sell goods.

Local Commitment and Ability to Implement (10% - proposed) – *Urban Center/Station Area studies are the first step in a larger commitment to implement the plan and create positive changes at the local level that contribute to regional goals. Applicants will describe prior activities in support of quality growth projects in the study area as well as the sponsor's ability to successfully complete the project in a timely fashion while involving project area stakeholders. Sponsor overmatch will also be considered.*

Innovation and Feasibility (10% - proposed) – *Proposed studies will be evaluated on project applicability, feasibility and innovation. Project evaluation will focus on:*

- *Innovation in project scope*
- *Practicality/feasibility of scope of work and budget*
- *Coordination with other local governments, organizations, and non-profits*
- *Applicability and transferability of project outcomes locally and regionally*

Exhibit C – RTD TOD Policy

Exhibit C

RTD TOD Policy

Policy Adoption

The RTD Board of Directors passed and adopted the following Transit Oriented Development Policy on the 18th day of April 2006 (amended September 16, 2008 and September 21, 2010) as the framework to support TOD planning and development at existing and future stations throughout the district.

Definition of TOD

While TOD can have many physical forms, it generally includes the following design principles:

- More compact and dense development within a 5- to 10-minute walk around transit facilities compared to existing development patterns in the same area;
- A mix of uses—either horizontal or vertical—usually including residential, retail, and office employment;
- High-quality, pedestrian-oriented urban design and streetscapes.

By focusing compact development around transit stations, TOD capitalizes on the value of public infrastructure investments and promotes sustainability. These development synergies promote increased transit ridership and an integrated station environment with more passenger amenities. In addition to increased ridership and more passenger amenities, TOD is also a successful tool for promoting local economic development, helping communities plan for sustainable growth, and increasing the overall quality of life in a region.

Basis for TOD Policy

TOD's ability to increase transit usage while achieving valuable ancillary benefits for the region means that it plays a crucial role in fulfilling RTD's organizational mission: "To meet our constituents' present and future public transit needs by offering safe, clean, reliable, courteous, accessible and cost-effective service throughout the district."

RTD's mission is to provide transit service, and RTD recognizes that other public agencies and private developers are responsible for the region's built environment. However, RTD believes that increased coordination among public and private organizations in promoting TOD through land use planning, zoning, and the development process will result in higher-quality, sustainable communities that meet the varying objectives of all parties.

The Federal government has provided direction by recognizing livable communities and the importance of partnerships through the Partnership for Sustainable Communities, which includes the Department of Transportation (DOT), the Environmental Protection Agency (EPA), and the Department of Housing and Urban Development (HUD). The mission of the Partnership for Sustainable Communities is to provide citizens with access to affordable housing, more transportation options, and lower transportation costs, while protecting the environment in communities nationwide. Specifically, the Partnership for Sustainable Communities identified the following guiding principles in a June 16th, 2009 joint press release from DOT, EPA and HUD:

1. **Provide more transportation choices**: Develop safe, reliable and economical transportation choices to decrease household transportation costs, reduce our nation's

dependence on foreign oil, improve air quality, reduce greenhouse gas emissions and promote public health.

2. **Promote equitable and affordable housing:** Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.

3. **Enhance economic competitiveness:** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers as well as expanded business access to markets.

4. **Target resources to existing communities:** Target federal funding toward existing communities through such strategies as transit-oriented, mixed-use development and land recycling to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.

5. **Coordinate and leverage federal policies and investments:** Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

6. **Value unique characteristics of communities, no matter their size:** Enhance the unique characteristics of all communities by investing in healthy, safe and walkable neighborhoods – rural, urban or suburban.

These federal livability principles provide a policy framework which helps guide federal funding decisions. As such, they provide important insight as to what RTD's federal partners consider to be important in fashioning better integration among land use, transportation and the environment.

RTD has the power of eminent domain, or condemnation, to carry out the purposes set forth in its enabling act (C.R.S. 32-9-161). Pursuant to its enabling act, RTD is authorized to operate a mass transportation system (C.R.S. 32-9-107). Therefore, RTD may exercise the power of eminent domain as necessary for the operation of its mass transportation system. RTD does not have authority to exercise its power of eminent domain for any other use, even if it serves a public purpose.

TOD Vision

RTD's vision for TOD is to encourage compact, mixed-use, pedestrian-oriented, high-quality development at and around transit stations consistent with federal requirements, regional goals, and community objectives—including sustainable growth—in partnership with stakeholders while operating an attractive, comfortable, and convenient transit system for the residents of the district.

Since there is no one-size-fits-all approach to TOD, RTD has identified four key goals to best achieve success:

1. Promoting multi-sector, cross-jurisdictional partnerships;
2. Encouraging livable communities and sustainable development that support the transit system;
3. Ensuring a hierarchy of multimodal access; and
4. Protecting and enhancing RTD's transit assets.

2.5 Goals and Strategies

Goal 1: RTD will foster relationships with local jurisdictions, regional agencies, private developers, local residents and businesses, and other stakeholders to support transit station area planning and TOD implementation.

Strategies to achieve this goal include:

- Providing RTD staff expertise and resources to local jurisdictions for station area planning and zoning
- Supporting efforts to encourage TOD by DRCOG, which include conducting research, sharing information, and providing planning assistance to connect transit service expansion to economic and community development that supports sustainable growth consistent with the DRCOG Metro Vision Plan
- Working with trade and advocacy organizations—such as the Urban Land Institute (ULI) —to promote TOD education and best practices
- Promoting and developing partnerships with private developers, public agencies and other stakeholders to advance TOD beyond planning to implementation

Goal 2: RTD will encourage livable communities and sustainable development that support the transit system.

Strategies to achieve this goal include:

- Collaborating with local jurisdictions on station area planning and TOD for areas within up to a 10-minute walk of stations
- Advocating for new development which generally meets the following characteristics in support of federal livability principles :
    - It is denser than existing development patterns in the surrounding area
    - It contains a mix of uses
    - It has a compact and attractive urban design
    - It promotes multimodal access so individuals need not rely on single occupant vehicles and allows easy pedestrian access to transit facilities
    - It supports a diversity of housing choices, including choices for low and moderate income individuals
    - It incorporates sustainable development strategies such as renewable energy, sustainable building materials, stormwater management, and comprehensive parking management.
- Promoting the development of "transit oriented communities" which embrace livability principles and truly integrate transit facilities with the surrounding community
- Promoting workforce development to enhance the strength and competiveness of the local economy
- Encouraging local jurisdictions to adopt TOD supportive policies, plans and zoning for areas within a 10-minute walk of transit stations within their jurisdiction that provide a flexible framework for TOD and prevent development which does not support transit

- Participating in joint development projects which provide the opportunity to preserve ridership, build or improve infrastructure to support transit, have local jurisdiction support and embrace the principles of livable communities

Goal 3: RTD supports multimodal access to the transit system by all users.

Strategies to achieve this goal include:

- Supporting a hierarchy of access to rapid transit which considers the following modes in order of priority: pedestrians, bus riders, bicyclists, vehicles (short-term parking), and vehicles (long-term parking)
- Considering access needs beyond RTD property in the planning and design of transit stations, including:
    - Pedestrian connections to destinations within a 5- to 10-minute walk
    - Regional bus transit and bicycle connections
    - Vehicular access for the station catchment area
- Strategically managing the use and construction of RTD parking facilities to balance vehicular access and the opportunity for TOD to maximize ridership at stations and minimize the need for single-occupancy vehicle trips by transit riders outside of their trips to stations
- Optimizing RTD parking at stations by considering: proximity to Downtown Denver (less parking closer in), local feeder bus service (less parking with higher levels of service), and pedestrian connectivity (less parking with good pedestrian connections)

Goal 4: Protect and enhance RTD's transit assets and investments.

Strategies to achieve this goal include:

- Where appropriate, pursuing TOD as a means to increase the transit value of RTD-owned land near stations
- Encouraging local jurisdictions to support TOD by:
    - Utilizing best practices in TOD planning and implementation around transit stations
    - Encouraging station area planning early in the transit planning process, consistent with the Federal Transit Administration's (FTA) New Starts guidance for transit-supportive land uses
- Leveraging federal investment in the regional transit system, recognizing that there is significant competition among regions throughout the country for federal transit support, by:
    - Ensuring consistency of local policy with the FTA's guidelines for transit joint development, which mandate a transit element, economic development, new or enhanced inter-modal coordination, and non-vehicular capital improvements resulting in increased transit usage
    - Encouraging consistency of local policy with the Federal Partnership for Sustainable Communities which promotes access to affordable housing, more transportation options, and lower transportation costs, while protecting the environment in communities nationwide.

- Where appropriate consider transitioning surface parking to structured parking, other transit-related facilities or TOD (including shared parking with consideration of RTD's parking management program and governing state legislation on parking) and in doing so preserve the operational efficiency of the existing transit facility

- Utilizing shared and joint-use parking when available to reduce parking costs and add ridership, including purchase of parking in private or public parking facilities on a long term lease or other means through a partnership arrangement with local governments or private developers. Shared and joint-use parking will be developed in coordination with the RTD parking management program and state legislation.

- Favoring the acquisition of permanent rights that meet transit requirements to ensure satisfactory continuing control of RTD property

- Utilizing joint development as a means to protect and enhance station ridership and build or improve infrastructure needed to support transit and the development of livable communities.

- Where land sales are pursued for joint development projects, ensuring that there will be continuing utilization of the land for TOD purposes

- Recognizing that RTD will only acquire property for transit purposes (if opportunities arise when those transit purposes can be met as required, and the potential for locally supported and entitled developments at or near RTD stations emerge), RTD will consider such development provided that the proposed development: (i) meets the transit purpose for which the property was required; (ii) complies with all federal, state and local laws; (iii) enhances transit use; and (iv) supports the principles of livable communities.

Exhibit D – Scope of Work

Exhibit D

CONSULTANT'S SCOPE OF WORK

Englewood Light Rail Corridor Next Steps Study

The City of Englewood Community Development Department was successful in applying for a second round of Station Area Master Plan funding allocated to 'Next Steps' studies. The Englewood Light Rail Corridor Next Steps Study is intended to take a closer, more comprehensive look at various implementation projects identified in the Englewood Light Rail Corridor Station Area Master Plan.

Project Goals

The key project goals are described as follows:

- Provide a strategic road map of sequential actions local governments can take to foster redevelopment as depicted in the vision of the Englewood Light Rail Corridor Station Area Master Plan.
- Advance the design of specific transportation improvements in a way that will maximize the potential for project funding and implementation through the DRCOG TIP process, as well as other direct federal grant opportunities.
- Comply with and address all of the relevant points articulated within the criteria described by the DRCOG Station Area/Urban Center Studies Eligibility Criteria and the RTD TOD Policy.

Project Elements

The study will be comprised of the following elements:

- Project Kickoff: Agency Coordination And Public Involvement Plan
- Real Estate Development Feasibility Analysis and Marketing/Implementation Strategy
- Englewood Transportation Improvements: Alternatives Development, Design, and Evaluation
- Sheridan Transportation Improvements: Alternatives Development, Design, and Evaluation
- Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign Planning and Environmental Linkages (PEL) Study

The City of Englewood Community Development Department has developed the following scope of work based on its understanding of project needs and requirements to advance the vision outlined in the Englewood Light Rail Corridor Station Area Master Plan. The Next Steps Study selection committee welcomes and encourages consultants to utilize their past project experience and knowledge of federal planning requirements and processes in developing their proposals based on the information presented in the City's envisioned scope of work.

Project Kick Off: Agency Coordination and Public Involvement Plan

The Agency Coordination and Public Involvement Plan shall at a minimum include:

- Identification of and consultations with agencies having an interest in the study area in order to identify critical issues and problems in need of resolution
- Identification of community leaders, elected officials, and key community groups and recommended level and means of involvement in the study by those identified
- Recommendation of the proper level and means of involvement in the study by the public
- Identification of planned community events in the corridor that are scheduled during the study
- Description of participation methods, objectives, and where each fits into the schedule
- Establishment of meeting dates, times, and venues in coordination with City Project Manager
- Establishment of parameters for a project website.

Real Estate Development Feasibility Analysis and Marketing/Implementation Strategy

The Real Estate Development Feasibility Analysis will assess the development potential for transit-oriented, multi-unit residential development for four distinct areas, taking into consideration the following items for analysis:

- Economic Overview
- Site and Location Analysis
- Market Assessment (supply, demand, and projected absorption; development concept and market fit; product mix and positioning; competitive position of project site)

The Real Estate Marketing/Implementation Strategy will evaluate various development strategies for the four distinct areas, including incremental parcel development by multiple owners versus a master development by a single owner-developer or joint partnership involving multiple shareholders. The implementation strategy will also address possible sources of revenue and financing for the key transportation improvements previously identified, as well as ancillary streets, utilities, and parks. Finally, the implementation strategy will outline marketing strategies, project triggers, and a realistic timeline for development.

The Real Estate Development Feasibility Analysis and Marketing/Implementation Strategy will be conducted for the following transit-oriented development areas envisioned in the Englewood Light Rail Corridor Station Area Master Plan:

Englewood Station – West Neighborhood

The West Neighborhood is located between Dartmouth and Hampden Avenue on the north and south, and Santa Fe Drive and Zuni Street on the east and west, and includes the South Platte River. The area is currently developed with industrial uses and is not directly connected to the Englewood Station. The Englewood Light Rail Corridor Plan envisions the creation of a key roadway connection from Englewood Station underneath the existing rail corridor and adjacent highway (Santa Fe Drive), and continuing westward with a bridge spanning the South Platte River. This connection would change the potential for attracting transit-oriented multi-unit housing development to this area. The City is seeking a detailed strategy to facilitate redevelopment. The consultant will be expected to meet with or interview key property owners to assess their interests in redevelopment.

Englewood Station – CityCenter Englewood Neighborhood

The Englewood Light Rail Corridor Plan envisioned the development of additional multi-unit residential developments immediately adjacent to the Englewood Station over current RTD and City parking areas. The first couple of floors of such developments would continue to serve the current RTD and City parking demand, and possibly allow for the expansion of the total park-n-Ride parking supply, which is allocated in RTD's FasTracks plan. The corridor plan also identified the existing bus turn around south of the station platform as a site for a hotel. The City is seeking a detailed development strategy for these identified projects.

Oxford Station – South Neighborhood

The Englewood Light Rail Corridor Plan envisioned the development of two parks located north and south of Oxford Avenue that would serve to attract higher quality multi-unit residential housing, including for sale units. The City is seeking a detailed strategy to establish the parks and attract private real estate development. Additionally, the need for a mobility network plan (streets, alleys, walkways) that serves to densify the existing street network grid has recently been identified. The mobility network plan will create a site plan framework for future residential development based on street-oriented, form based zoning regulations; provide for multiple direct pedestrian connections to the light rail station; and optimize future traffic flow and disbursement.

Bates Station – North Neighborhood

The Bates Station-North Neighborhood primarily consists of the Winslow Crane and General Iron Works properties. Planned Unit Developments were recently approved for both properties that allow redevelopment for multi-unit residential use, without establishing site plans. The City is seeking assistance in identifying public infrastructure needs for the area and developing detailed strategies for financing and implementation. This includes developing options for a mobility network plan (streets, alleys, walkways) that serves to densify the existing street network grid. The mobility network plan will create a site plan framework for future residential development based on street-oriented, form based zoning regulations; provide for multiple direct pedestrian connections to the light rail station; and optimize future traffic flow and disbursement.

Study Area Data Collection and Conditions Assessment

The Study Area Data Collection and Conditions Assessment shall include a number of the following items (and any other items not listed) deemed necessary by the consultant to inform the transportation alternatives development, design, and evaluation process. The data collection needs for each individual project will vary depending on the extent of analysis and documentation required. Prospective consultants shall specify a list of items tailored to the needs of developing, designing, and evaluating each individual transportation project identified for study in their proposals and budget accordingly.

- Collection and consolidation of crash data and traffic counts (including truck traffic) to be used for the safety and operational analyses

- Documentation of the existing and planned transportation system in the study area including highway through and auxiliary lanes, right-of-way and access; arterial lanes and access; transit types/service levels including station locations, routes and frequency, safety records and ridership and major concentrations of riders. The document shall also include bicycle and pedestrian facilities, planned and existing intermodal connection facilities and stations, as well as major utilities

- Documentation of the travel markets that use the transportation system to establish geographic locations of trip origins and destinations, trip purpose (Commuter/Non-commuter trips), local versus regional trips, and average length of trip

- Summarization of land use and modeling data as provided by the DRCOG travel demand model

- Summarization of current and future traffic operations for both the AM and PM peak hours

- Estimation of future travel demands

- Identification of distinct segments of each corridor which share distinguishing urban traits, adjacent land use characteristics and existing roadway conditions

- Summarization of current roadway features including lane configurations, roadway and right-of-way widths and adjacent land ownership characteristics, building set-backs, utility and environmental concerns

- Illustration of the typical existing cross section for each discrete segment of each corridor and an assessment of the operational and safety adequacy of that cross-section based on both existing and future (2035) travel demands

- Development of an Environmental Overview. The following environmental resources are considered as essential resources for study and documentation. This list is not all-inclusive and is subject to change based on meetings with project stakeholders

    1. Land Use
    2. Floodways and 100-year floodplain boundaries
    3. Parks and Recreational Resources
    4. Historic Resources
    5. Hazardous Substances
    6. Wetlands and Other Waters of the US
    7. Wildlife/Threatened and Endangered Species

- Documentation of the list of issues that resulted from contacts with stakeholders and general knowledge of the study area to identify a list of key needs

- Preparation of a preliminary list of existing and anticipated deficiencies in the study area. The list should describe the existing or anticipated deficiencies in the transportation system and the growth or changing needs in the study area along with an estimate as to the timeframe in which deficiencies will occur

Englewood Transportation Improvements: Alternatives Development, Design, and Evaluation

Key transportation improvement implementation projects identified in the Englewood Light Rail Corridor Station Area Master Plan for further evaluation are listed below:

- Rail Trail – includes trail alignment and bridges

- Oxford, Dartmouth, Clarkson Protected Bikeway Loop

- Southwest Greenbelt Trail Improvements and Extension

- Floyd Avenue Extension
- Englewood Parkway Extension and Bus Transfer/Piazza Redesign
- Englewood Station Platform Shelter

The Floyd Avenue Extension project is directly linked with the Englewood Parkway Extension/Bus Transfer and Piazza Redesign project, as both of these projects as currently envisioned would need to be constructed together. Federal transportation and environmental regulations for automobile road projects require a more extensive Planning and Environmental Linkages (PEL) analysis and documentation process for these projects.

The consultant will develop a reasonable range of alternatives for each key near-term transportation improvement project identified in the Englewood Light Rail Corridor Station Area Master Plan. The consultant will complete basic engineering for the alternatives to be screened. Basic engineering will generally be to a conceptual level of design; however, more detail may be needed for some projects to support feasibility analysis and screening. The range of alternatives will be evaluated using a screening process through which the level of analysis detail becomes greater as the number of alternatives reduces. The consultant will produce an easy-to-read pictorial summary guide that helps the public evaluate the pros and cons of each alternative in a creative and meaningful way. This evaluation is intended to illuminate the issues and provide a coherent discussion prior to selecting preferred strategies. Following screening, the proposed actions will be documented and the conceptual designs will be further refined as needed to avoid impacts and/or provide mitigation. The conceptual designs of the proposed actions will be developed to a 5% design level in order to develop accurate cost estimates for each project. An exception to the 5% design level specification is desired for the Rail Trail project, budget permitting. This project is considered to be the City's top near term priority project. The Rail Trail project is envisioned to serve not only as a means of providing safe and efficient pedestrian and bicycle access to the stations, but as a signature image enhancement for the corridor and the City as well. Aesthetic aspects regarding landscaping, lighting, furniture, and artistic design elements should be considered for incorporation into the conceptual design process.

Sheridan Transportation Improvements: Alternatives Development, Design, and Evaluation

The neighboring City of Sheridan has requested to participate in the Englewood Light Rail Corridor Next Steps Study as a secondary partner to the City of Englewood in order to evaluate two additional projects that were not identified in the original Englewood Light Rail Corridor Station Area Master Plan.

- Oxford Avenue Protected Bikeway - Oxford Station to Fort Logan
- Oxford Station Pedestrian Bridge/Tunnel – Station Connection to west side of Santa Fe Drive

The consultant will develop a reasonable range of alternatives for the City of Sheridan projects. The consultant will complete basic engineering for the alternatives to be screened. Basic engineering will generally be to a conceptual level of design; however, more detail may be needed in some areas to support feasibility analysis and screening. The range of alternatives will be evaluated using a screening process through which the level of analysis detail becomes greater as the number of alternatives reduces. The consultant will produce an easy-to-read pictorial summary guide that helps the public evaluate the pros and cons of each alternative in a creative and meaningful way. This evaluation is intended to illuminate the issues and provide a coherent discussion prior to selecting preferred strategies. Following screening, the proposed actions will be documented and the conceptual designs will be further refined as needed to avoid impacts and/or provide mitigation. The

conceptual designs of the proposed actions will be developed to a 5% design level in order to develop accurate cost estimates for each project.

Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign Planning and Environmental Linkages Study

The City of Englewood anticipates the need to apply for Transportation Investment Generating Economic Recovery (TIGER) grant funds in order to implement the Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign project, which is subject to National Environmental Policy Act (NEPA) review. In order to facilitate the NEPA review process for the Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign project, a Planning and Environmental Linkages (PEL) document will be completed by the consultant.

A project Purpose and Need statement for the Floyd Avenue/Englewood Parkway Extension and Bus Transfer/Piazza Redesign will be developed based primarily on the vision, goals, and objectives found in the Englewood Light Rail Corridor Station Area Master Plan document, as well as the Real Estate Development Feasibility and Marketing/Implementation Strategy report. As a part of the Purpose and Need development process, the consultant will formally determine the project extent based on a preliminary analysis of the independent utility and logical termini for the project. Additionally, the consultant will conduct a review of all state, regional, and local plans and capital improvements programs, which will inform the context of the Purpose and Need Statement. Finally, the consultant will select the most appropriate travel demand models for use in evaluating project design alternatives.

The Consultant will prepare a PEL Study that includes an Executive Summary and the following chapters: Purpose and Need Statement, Proposed Actions, No-Action Alternative, Other Alternatives Considered and Alternative Screening, Affected Environment and Environmental Consequences, Agency Coordination and Public Involvement, and Implementation, as well as all associated technical reports and the completion of the FHWA PEL Questionnaire.

Exhibit E – FTA Terms

Exhibit E to Section 5307 Agreement

FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

ALL FTA ASSISTED THIRD PARTY CONTRACTS AND SUBCONTRACTS

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Provisions 1 through 7 apply to ALL CONTRACTS

FTA 1 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

A. RTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTD, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FTA 2 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution or performance of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FTA 3 ACCESS TO THIRD PARTY CONTRACT RECORDS

A. For a period of three years following Contract closing, the Contractor shall maintain, preserve and make available to RTD, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives, access at all reasonable times to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or his or her authorized

representatives, including any project management oversight contractor, access to Contractor's records and sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

B. The Contractor shall maintain and RTD shall have the right to examine and audit all records and other evidence sufficient to reflect properly all prices, costs or rates negotiated and invoiced in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's offices engaged in performing the Contract.

C. If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

D. "Access to Records and Reports" applies with equal force and effect to any subcontractors hired by the Contractor to perform Work under this Contract. The Contractor shall insert this provision in all subcontracts under this Contract and require subcontractor compliance therewith.

FTA 4 CHANGES TO FEDERAL REQUIREMENTS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between RTD and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor may contact either RTD or FTA for a copy of the current FTA Master Agreement.

FTA 5 CIVIL RIGHTS (TITLE VI, ADA, EEO)

The following requirements apply to the underlying Contract:

A. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FTA 6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)s

A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs. The national goal for participation of DBEs is 10%.

B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as RTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Contractor is required to pay its subcontractors performing Work related to this Contract for satisfactory performance of that Work no later than 5 days after the Contractor's receipt of payment for that Work from RTD. In addition, the Contractor shall return any retainage payments to subcontractors within 5 days after incremental acceptance of the subcontractor's Work by RTD and Contractor's receipt of the partial retainage payment related to the subcontractor's Work.

D. The Contractor must promptly notify RTD, whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Work. The contractor may not terminate any DBE subcontractor and perform that Work through its own forces or those of an affiliate without prior written consent of RTD.

E. RTD sets an annual overall goal for the participation of disadvantaged business enterprises. This Contract contains a minimum level of DBE participation, and is awarded in reliance upon the Contractor's representations that it can attain such DBE participation levels in addition to all other of Contractor's representations, certifications and submittals as required by Section IV, Attachment A, of this Contract.

The Contractor shall cooperate with RTD with regard to maximum utilization of DBEs and will use its best efforts to insure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this Contract. The Contractor shall assist RTD in verifying compliance with the DBE requirements of this Contract, if any, by submitting status reports itemizing payments to all DBE subcontractors with each monthly request for payment. Upon Contract completion, the Contractor shall submit a summary of payments, by subcontract, made to all subcontractors to RTD's Business Opportunity and Outreach Officer.

FTA 7 INCORPORATION OF FTA TERMS

The provisions of this Contract include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTD requests which would cause RTD to be in violation of the FTA terms and conditions. The incorporation of FTA terms has unlimited flow down.

Provision 8 applies to AWARDS EXCEEDING $10,000

FTA 8 TERMINATION

A. For Convenience. RTD may, by giving at least 14 days' written notice to the Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part and at any time for RTD's convenience. The Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination or suspension. The Contractor shall have no right to recover lost profits on the balance of the Work, or any other measure of damages.

B. For Default. RTD may declare default in the Contractor's performance of any term of this Contract by giving seven days' written notice to the Contractor specifying with particularity the basis for such default. The Contractor shall deliver a response in writing to RTD within five days of Contractor's receipt of RTD's default notice setting forth a reasonable proposal to cure or to prevent repetition of the default. If the Contractor fails to timely respond to the notice of default, fails to cure the default, or if the default occurs again on any Work performed (or which should have been performed) during the remainder of the Contract term (including options), RTD shall have the right to terminate this Contract for default by written notice. RTD is not required to provide subsequent written notices of default for recurring instances of default already brought to the attention of the Contractor in a written notice. In the event of such termination for default, the Contractor shall be compensated solely for Work satisfactorily performed prior to the effective date and time of termination. RTD may proceed with the Work by contract or otherwise and the additional cost to RTD of completing the Work shall be deducted from any sum due the Contractor. If after termination for default it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for RTD's convenience. The foregoing shall be in addition to any other legal or equitable remedies available to RTD.

C. Suspension of Work. RTD may suspend the performance of the Contractor by giving the Contractor seven days' written notice. Upon Contractor's receipt of notice of suspension of Work, the Contractor shall perform no further Work and RTD will not be required to reimburse the Contractor for any costs incurred subsequent to Contractor's receipt of notice of suspension and prior to notice to resume Work, if any. Suspension of Work may be in whole or in part, as specified by RTD. The Contractor shall continue to submit invoices for Work performed. If after six months of suspension, RTD has not given the Contractor notice to resume Work, the Contractor is entitled to request in writing that RTD either (1) amend the Statement of Contract Cost or (2) terminate the Contract pursuant to "Termination for Convenience." If suspension for more than six months is not due in any part to the fault of the Contractor, RTD shall be required to amend or terminate the Contract. No amendment to the Statement of Contract Cost shall be made under this Article if suspension, delay, or interruption is due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

Provision 9 applies to AWARDS EXCEEDING $25,000

FTA 9 DEBARMENT AND SUSPENSION

A. If this Contract is valued at $25,000 or greater, it is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

B. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

C. By accepting this Contract, Contractor is certifying as follows:

1. The certification in this clause is a material representation of fact relied upon by RTD. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to RTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.
2. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Provisions 10 through 11 apply to AWARDS EXCEEDING THE SIMPLIFTED ACQUISTION THRESHOLD ($100,000)

FTA 1. FTA 10 BUY AMERICA

(for Rolling Stock, Construction and Materials/Supplies)

The Buy America requirements apply to all contracts for construction, the acquisition of goods, or the acquisition of rolling stock that are valued at more than $100,000.

The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The Contractor shall be responsible for ensuring that lower tier contractors and subcontractors are in compliance with these requirements.

FTA 11 RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

A. Except as otherwise provided in this Contract, any dispute arising hereunder concerning a question of fact that is not disposed of by agreement shall be decided by RTD's General Manager, or his or her delegate. Contractor will be notified of the decision in writing. To the extent allowable by law, any such decision shall be final, conclusive, and not subject to judicial review unless shown to be fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith.

B. This Article does not preclude judicial consideration of questions of law. Nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

C. All costs, expenses and attorney fees incurred by the Contractor in connection with any appeal, suit or claim regarding a dispute that is brought by the Contractor shall be paid by the Contractor.

D. The duties, obligations, rights, and remedies provided by the Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

E. Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Provisions 12 through 14 apply to AWARDS EXCEEDING $100,000 BY STATUTE

FTA 12 LOBBYING

Contractors and all subcontractors who apply or bid for an award of $ 100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to RTD. Contractor should contact RTD for the appropriate certification or retrieve a copy from the FTA Best Practices Manual at http://www.fta.dot.gov/library/admin/BPPM/.

FTA 13 CLEAN AIR

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

FTA 14 CLEAN WATER

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to RTD and understands and agrees that RTD will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

B. Contractor also agrees to include these requirements in each subcontract exceeding $ 100,000 financed in whole or in part with Federal assistance provided by FTA.

Provisions 15 and 16 apply for the TRANSPORT OF PROPERTY OR PERSONS

FTA 2. FTA 15 CARGO PREFERENCE

(Rolling Stock, Construction and Materials/Supplies)

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to RTD (through the Contractor in the case of a subcontractor's bill-of-lading);
3. to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FTA 16 FLY AMERICA

In the performance of Contracts that utilize FTA participation in the cost of international air transportation, Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S.-Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Provisions 17 through 21 apply to CONSTRUCTION ACTIVITIES

FTA 3. FTA 17 CONSTRUCTION EMPLOYEE PROTECTIONS – DAVIS–BACON ACT

(Awards that exceed $2,000)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the RTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the RTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland "Anti-Kickback" Act requirements - The contractor shall comply with the requirements of Section 1 of the Act, as amended, 18 U.S.C. § 874; Section 2 of the Act, as amended, 18 U.S.C. § 3145; and U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

FTA 18 CONSTRUCTION EMPLOYEE PROTECTIONS – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(for construction contracts that exceed $100,000)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The RTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

FTA 19 CONSTRUCTION EMPLOYEE PROTECTIONS – COPELAND ANTI-KICKBACK ACT

Compliance with Copeland "Anti-Kickback" Act ("Act") requirements - The contractor shall comply with the following requirements:

(a) Section 1 of the Act, as amended, 18 U.S.C. § 874, applies to all Contracts:

(i) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants

from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both;

(b) Section 2 of the Act, as amended, 18 U.S.C. § 3145, applies to construction and repair Contracts exceeding $2,000:

(i) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

(ii) Application.— The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001; and

(c) U.S. DOL regulations "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3, which are incorporated by reference in this contract.

(d) For additional requirements of the Act not specified in this Article, see preceding Article FTA 17 – Construction Employee Protections – Davis Bacon Act.

FTA 20 BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING $100,000

Bid Bond Requirements (Construction)

(a) Bid Security - The Penal amount of the Bid Security shall be 5% of the total Bid Amount.

A Bid Bond must be issued by a fully qualified surety company acceptable to RTD and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by RTD to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of RTD.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of RTD, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by RTD as provided in "Bid Security" of the Instructions to Bidders shall prove inadequate to fully recompense RTD for the damages occasioned by default, then the undersigned bidder agrees to indemnify RTD and pay over to RTD the difference between the bid security and RTD's total damages, so as to make RTD whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the RTD determines that a lesser amount would be adequate for the protection of the RTD.

2. The RTD may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The RTD may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million.

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is more than $5 million.

If the original contract price is $5 million or less, the RTD may require additional protection as required by subparagraph 1 if the contract price is increased.

FTA 21 SEISMIC SAFETY

If this Contract for professional services involves the design of a new building or addition to an existing building, the Contractor agrees that any such new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Provision 22 applies to NONCONSTRUCTION ACTIVITIES

FTA 4. FTA 22 NONCONSTRUCTION EMPLOYEE PROTECTION – CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(for all turnkey, rolling stock and operational contracts (except transportation services contracts and open market contracts) exceeding $100,000.)

The Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provision Applicable to Nonconstruction Contracts Subject to the Contract Work hours and Safety Standards Act)," 29 CFR Part 5.

Provisions 23 through 27 apply to TRANSIT OPERATIONS

FTA 23 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the applicable requirements for its Project as follows:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and as required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), and with the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215 and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities that are authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, or to Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; separate requirements for those Projects are contained in Subsections 24.d(2) and (3), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority sub recipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), and the U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification. That U.S. DOL certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated

May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

FTA 24 CHARTER BUS OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

FTA 25 SCHOOL BUS OPERATIONS

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53, or under 23 U.S.C. §§ 133 or 142 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient understands and agrees that if it or an operator violates that school transportation operations agreement, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

FTA 26 DRUG USE AND TESTING

The Contractor agrees to establish and implement a drug testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

FTA 27 ALCOHOL MISUSE AND TESTING

The Contractor agrees to establish and implement an alcohol testing program that complies with 49 CFR Part 40 Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Colorado, or the Regional Transportation District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 40 and 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 40 and 655 before December 31st of every year and to submit the Management Information System (MIS) reports no later than February 15th of every year to the Substance Abuse Testing Department, Regional Transportation District, 1600 Blake Street, Denver, CO 80202-1399. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Provisions 28 through 29 apply to PLANNING, RESEARCH, DEVELOPMENT, AND DEMONSTRATION PROJECTS

FTA 28 PATENT RIGHTS

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire rights when the Recipient (RTD) or third party participant produces a patented or patentable invention, improvement, or discovery.

(2) The Federal Government's rights arise when the patent or patentable information is conceived under the Project, or reduced to practice under the Project.

(3) When a patent is issued or patented information becomes available as described in the preceding paragraph A(1) of this Article, the Recipient agrees to notify FTA immediately, and provide a detailed report satisfactory to FTA.

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and those of each third party participant, in that invention, improvement, or discovery will be determined as provided by Federal laws, regulations, and directives, including any waiver thereof.

(2) Unless the Federal Government determines otherwise in writing, irrespective of its status or that of any third party participant as a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in 35 U.S.C. 200 *et seq.*, and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401).

C. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from Project are program income.

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except for compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

FTA 29 RIGHTS IN DATA AND COPYRIGHTS

A. Definition of Subject Data. As used in this Article, "Subject Data" means recorded information that:

(1) Copyright. Are copyrighted or not copyrighted,

(2) Delivery. Are delivered or specified to be delivered by the underlying Agreement, and

(3) Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information.

(4) Exceptions. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

B. General. The following restrictions apply to all Subject Data first produced in the performance of the underlying Agreement:

(1) Prohibitions. The Recipient (RTD) may not publish or reproduce Subject Data in whole or in part, or in any manner or form, or permit others to do so.

(2) Exceptions. The restrictions on publication of Subsection B(1) of this Article do not apply to publications or reproductions for the Recipient's own internal use, to an institution of higher learning, to the portion of the data that the Federal Government has previously released or approved for release to the public, or to the portion of the data that has the Federal Government's prior written consent for release.

C. Federal Rights in Data and Copyrights. The Recipient agrees as follows:

(1) License Rights. The Recipient must provide the Federal Government a license to "Subject Data" that is royalty-free, non-exclusive, and irrevocable.

(2) Uses. The Federal Government's license must permit it to reproduce the Subject Data, publish the Subject Data, otherwise use the Subject Data, and permit others to use the Subject Data for Federal Government purposes.

(3) Federal Government Purposes. As used in this Article, "for Federal Government purposes" means that the Federal Government may use its license only for its own direct purposes, and the Federal Government may not provide or otherwise extend to other parties, without the copyright owner's consent, its license to any Subject Data developed and funded at any tier through the underlying Agreement, and any rights of copyright to which the Recipient or third party participant purchases ownership using Federal funds.

D. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its third party participants. Therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet.

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request.

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its third party participants at any tier of the Project, either FTA's copyright to the Subject Data or a copy of the Subject Data, except as FTA determines otherwise in writing.

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.

(5) Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the Project becomes "subject Data" and must be delivered as the Federal Government may direct.

(6) Exception. This Subsection D does not apply to an adaptation of automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program funding.

E. License Fees and Royalties. As permitted by 49 C.F.R. Parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from the Project are program income.

(2) The Recipient has no obligation to the Federal Government with respect to those license fees and royalties, except for compliance with 35 U.S.C. 200 *et seq.*, which applies to patent rights developed under a federally funded research-type project, and as FTA determines otherwise in writing.

F. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. Except as prohibited or otherwise limited by State law, it will indemnify, save, and hold harmless the Federal Government's officers, employees, and agents acting within the scope of their official duties, against any liability, including costs and expenses,

(a) If it willfully or intentionally violates any Proprietary rights, Copyrights, or Right of privacy,

(b) Occurring from any of the following uses of Project data: Publication, Translation, Reproduction, Delivery, Use, or Disposition.

(2) Violation by Federal Officers, Employees or Agents. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding paragraph F(1) caused by the wrongful acts of Federal employees or agents.

G. Restrictions on Access to Patent Rights. Nothing in this Article pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

H. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that it may need to provide data developed without any Federal funding

or support to FTA.

(1) Protections. paragraphs A, B, C, and D of this Article do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project.

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding or support from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential.

I. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other Federal regulations requiring access to Project records.

Provision 30 applies ONLY to States and Organizations that are being funded directly by the State with FTA grant funds.

FTA 5. FTA 30 SPECIAL NOTIFICATION REQUIREMENT FOR STATES

(Per FTA guidance dated July 2011: "The notification requirements concerning federal assistance apply only to States and those organizations that are being funded directly by the State with FTA grant funds. This would include sub-grantees, lessees, or third party contractors of the State. Government agencies that are not part of the State government who are receiving FTA grant funds directly from FTA do not have to comply with the special notification requirements for States." Therefore this clause does not apply to RTD Contracts.)

The Federal Transit Administration ("FTA") is the Federal agency that is providing the Federal assistance for this Contract. The Catalog of Federal Domestic Assistance Number is _____, for the amount of $_____.

MISCELLANEOUS SPECIAL REQUIREMENTS

FTA 31 ENERGY CONSERVATION

(applies to all contracts)

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan, if any, issued in compliance with the Energy Policy and Conservation Act.

FTA 6. FTA 32 RECYCLED PRODUCTS)

(Contracts when procuring $10,000 or more per year of items designated by EPA)

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FTA 7. FTA 33 CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

(Contracts and solicitations for ITS projects)

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any

subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

FTA 8. FTA 34 ADA ACCESS

(Contracts for rolling stock or facilities construction/renovation)

A. RTD must comply with: 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities; all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended; 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

B. All deliverable items provided by the Contractor for RTD under this Contract shall comply with the above-referenced laws as well as all other applicable federal, state and local regulations and directives and any subsequent amendments thereto.

FTA 35 ASSIGNABILITY CLAUSE

(Procurements through assignments)

Neither RTD nor the contractor shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other.

Provisions 36 through 38 apply to ROLLING STOCK PROCUREMENTS

FTA 36 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

FTA 37 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FTA 38 TVM CERTIFICATION

The Transit Vehicle Manufacturer (TVM) shall provide RTD with a certificate that complies with 49 CFR Part 26.49 stating that the TVM has complied with FTA's DBE requirements. The TVM shall also provide RTD with the most current letter from the FTA approving the TVM's DBE goal/methodology and eligibility to participate in the FTA DBE

program as a TVM in accordance with 49 CFR Part 26.49. If the FTA has not yet approved the DBE Goal, the TVM shall make a certification to that effect as required by 49 CFR Part 26.49 and in addition submit to RTD a copy of the documents submitted to FTA for approval. These documents shall be submitted with the solicitation response or the TVM's submittal may be deemed non-responsive.

Exhibit F – Attachment A: DBE/SBE Requirements

Attachment A

Civil Rights/Equal Employment Opportunity/DBE RFP/IFB

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PART A

SPECIFIED FEDERAL REQUIREMENTS

The Contractor shall perform its obligations and shall require each Subcontractor to perform its respective obligations under this Contract and the Subcontracts in accordance with, the following requirements. The Contractor shall insert this Part A, Attachment A and its enclosures (Civil Rights) into each Subcontract regardless of the tier.

1. CIVIL RIGHTS REQUIREMENTS APPLICABLE TO THE CONTRACT

1.1 *CIVIL RIGHTS*

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying Contract:

Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1. ***During the performance of this contract, the contractor or subcontractor:***

(i) **WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. THE CONTRACTOR WILL ENSURE THAT EQUAL EMPLOYMENT OPPORTUNITY IS AFFORDED TO ALL APPLICANTS IN RECRUITMENT AND EMPLOYMENT, AND THAT EMPLOYEES ARE TREATED, DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. SUCH EQUAL EMPLOYMENT OPPORTUNITY SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.**

(ii) **WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY OR AGE. THE CONTRACTOR AGREES TO COMPLY WITH ANY REGULATIONS PROMULGATED BY THE EEOC, OFCCP, DEPARTMENT OF LABOR, DEPARTMENT TO JUSTICE, THE REGIONAL TRANSPORTATION DISTRICT, COLORADO REVISED STATUTES AND ALL OTHER RELEVANT STATE AND LOCAL LAWS.**

PART B
DISADVANTAGED BUSINESS ENTERPRISES
PROGRAM REQUIRMENTS

1. DEFINITIONS

Unless the context requires otherwise, capitalized terms used in this Attachment A shall have the meanings given to them in Appendix H (Definitions) of the Instructions to Proposers. However, if there is a conflict, the definitions in this section shall prevail. In addition, the following capitalized terms shall have the meanings set out below:
Contract Goal (DBE goal) means a goal determined by such factors as the type of work involved, the location of the work and the availability of the DBEs for the work of the particular contract.

Contractor means any Project Contractor that subcontracts with a DBE for performance of the Work, as applicable.

Commercially Useful Function occurs when a DBE firm is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved in substance as contemplated by the federal regulations codified at 49 CFR Part 26. The DBE firm must also be responsible for materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the materials itself.

Disadvantaged Business Enterprise (DBE) means each of the following:

(i) ***that is at least 51% owned and controlled by one or more Socially and Economically Disadvantaged individuals or, in the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding; In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals; In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals;***

(i) whose eligible principle(s) personal net worth does not exceed $1,320,000. The personal net worth excludes the equity of the eligible principle's primary residence and the equity of the eligible principle's firm

(ii) whose average annual gross receipts for the past 3 years cannot exceed $22.41 million

(iii) whose management and daily operations are controlled by one or more of the Socially and Economically Disadvantaged individuals who owns it; and

(iv) that is certified as a "Disadvantaged Business Enterprise" in the

state's Unified Certification Program.

DBE Enclosures means the certificates and forms provided in Appendix B of this Attachment.

DBE Goals has the meaning given to it in Section 3.1 of this Attachment.

DBE Liaison means a representative of the Contractor with direct and independent access to the Contractor's project manager and/or chief operating officer. This can be a collateral duty. The DBE Liaison has management responsibility for implementing, managing and reporting on achievement of the DBE Goals, ensuring compliance with 49 CFR Part 26, communicating subcontracting, business development and supportive services activity at all tiers. The DBE liaison is also responsible for serving as the point of contact with RTD's Disadvantaged Business Office for all reporting, submission of properly completed forms/documents, and for responding to any compliance issues/matters.

DBE Participation Report has the meaning given to it in Section 3.10 of this Attachment.

Small Business Office or ***SBO*** means the RTD Department responsible for administering the DBE/SBE Programs.

2. Overview of RTD's DBE Program Policy

(a) RTD's policy is to ensure nondiscrimination in the award and administration of the District's construction contracts, professional service contracts, and in the procurement of common goods and services. The Contractor shall comply with and implement requirements of RTD's DBE Program and 49 CFR Part 26 in the award and administration of Subcontracts under this Agreement. The Contractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the performance of this Contract. The Contractor shall ensure that the nondiscrimination clause(s)/ flow-down provisions found in Section I be incorporated in all subcontract agreements regardless of tier. It is RTD's intention to create a level playing field on which DBE's can compete fairly for federally funded contracts. Failure by the Contractor to comply with or implement these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate. RTD's commitment to the DBE Goals is not intended to and shall not be used as a justification to discriminate against any qualified company or group of companies.

Additionally:

(i) **THE AVERAGE ANNUAL GROSS RECEIPTS FOR THE PAST 3 YEARS CANNOT EXCEED $22.41 MILLION. THIS AMOUNT INCLUDES ANY AFFILIATE BUSINESSES OWNED IN WHOLE OR PART BY ANY APPLICANT OWNER OR STOCKHOLDER REGARDLESS OF THEIR OWNERSHIP INTEREST.**

(ii) **THE PERSONAL NET WORTH OF THE ELIGIBLE PRINCIPLE(S) OF A DBE FIRM MUST BE LESS THAN $1,320,000 (ON AN INDIVIDUAL BASIS) - EXCLUDING THE EQUITY OF THE ELIGIBLE PRINCIPLE'S PRIMARY RESIDENCE AND THE EQUITY OF THE ELIGIBLE PRINCIPLE'S FIRM. AT LEAST 51% OF THE OWNERS/STOCKHOLDERS MUST MEET THE PERSONAL NET WORTH CRITERIA FOR THE BUSINESS TO BE ELIGIBLE. APPLICANTS CANNOT TRANSFER OWNERSHIP SOLELY FOR THE PURPOSE OF QUALIFYING FOR THE DBE PROGRAM. IF IT COMES TO RTD'S ATTENTION, THAT THERE HAS BEEN A TRANSFER OF AN OWNER'S ASSETS, RTD MAY REQUEST THE CERTIFYING AUTHORITY UNDER THE COLORADO UCP TO EVALUATE TRANSFERS OF OWNERSHIP WITHIN THE PAST TWO YEARS TO DETERMINE COMPLIANCE WITH THE PERSONAL NET WORTH REQUIREMENTS.**

(iii) **TO COUNT A DISADVANTAGED BUSINESS' PARTICIPATION TOWARD THE GOAL ESTABLISHED FOR THIS CONTRACT,**

(iv) **THE PROPOSED DBE(S) MUST BE CERTIFIED AS A DBE(S) WITH THE CITY AND COUNTY OF DENVER OR CDOT (COLORADO UCP) UNDER THE NAICS CODE THAT COINCIDES WITH THE SCOPE OF WORK THAT**

THEY WILL EXECUTE IN THE PROJECT. THE DBE FIRM MUST BE CERTIFIED AS A DBE AND PERFORM A "COMMERCIALLY USEFUL FUNCTION" AS DEFINED IN THIS ATTACHMENT. PRIME CONTRACTORS SHOULD ALSO BE SURE THAT THE DBE IS CERTIFIED AS OF THE DATE THAT RTD RECEIVES THIS BID/PROPOSAL UNLESS SOME OTHER TIME FRAME IS REQUIRED BY THE NATURE OF THE PROJECT DELIVERY METHOD, PROJECT DURATION OR WHEN THE DBE IS APPROVED BY RTD TO BE ADDED TO THE CONTRACTOR'S SCHEDULE OF PARTICIPATION.

3. General Requirements

3.1 *DBE Goals*

(i) Unless otherwise indicated in the Contract or an addendum to the Contract, for Invitations for Bids (IFB), the contract will be awarded to the lowest responsive and responsible bidder. For Request for Proposals (RFP) with best value criteria, the contract will be awarded to the responsive and responsible proposer or proposers who best meet the Evaluation Criteria, cost and other factors considered (including DBE Program requirements and DBE approach/strategy). A bidder/proposer who fails or refuses to complete and return the required enclosures to this Attachment will be deemed non-responsive. The specified DBE participation goal applies to all post selection negotiations. The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). All extensions, amendments, and options of the contract are subject to review by RTD's SBO. The SBO may determine that a modification may impact the Contractor's ability to comply with its initial commitment. However, a partial waiver of the goal will not be considered until the end of the contract and the totality of the Contractor's compliance efforts are assessed to determine its ability to comply with the initial commitment. The SBO will evaluate all decisions to self- perform scopes of work where DBE availability was present, yet not solicited, not utilized or disregarded. RTD has specified a ___% DBE Participation goal. During the entire project duration the Contractor shall ensure:

(A) ***that at least __% (calculated by Dollar value) of the Work be performed by DBEs. If this contract involves an alternative project delivery method or the project duration is multi-year, RTD may specify that certain percentages of participation be attributable to specific phases of the project. If that is the case, this section will reflect the additional requirements including the requirements associated with a DBE Plan/Program submission.***

or

(B) ***demonstrate with satisfactory documentation that it has made good faith efforts to meet the DBE Goal, as applicable. Contractors failing to meet***

the specified DBE goal are required to submit DBE Unavailability Certification, in the form set out in the Attachment A (Enclosure 7: DBE Unavailability Certification) along with complete documentation of good faith efforts to meet the goal. Failure to provide complete documentation/detailed written explanations of good faith efforts will result in the bid/proposal being deemed non-responsive. Appendix A of 49 CFR Part 26 shall serve as the criteria for evaluating compliance with the good faith efforts requirements. Additionally, bidders/proposers are required to solicit the support and assistance of RTD's SBO if they are unable to meet the DBE participation goal assigned to this contract.

To be considered a responsive bidder/proposer, when a DBE goal is specified for design-build projects, a bidder/proposer must meet the goal referred to in the bid specification by committing to meet the DBE participation goal for each phase of the design build process in its DBE Plan specifically identifying certified DBE firms that will be performing services or providing supplies in the first year of the design/build contract (in both the design and construction phases, as applicable) and Attachment A enclosures or make a good faith effort to attain the goal. The documentation evidencing good faith efforts shall be submitted with the bid/proposal. At a minimum, the bidder/proposer must identify the value of both the design and construction services to be spent during the first year (unless a greater timeframe is specified/required in the instructions to bidders/proposers.

(ii) *The DBE participation goal applies to the total value of <u>all</u> work performed under the contract which includes the value of all change orders, amendments and modifications. Any partial waiver determination will be made at or near the conclusion of the contract when the totality of the circumstances can be taken into consideration and the Contractor's efforts can be objectively evaluated. Material supplies are credited for 60% of their contract value unless they are deemed to be a broker or transaction expediter in which case only the fee or commission may be counted toward the goal (so long as the DBE is performing a commercially useful function). If it is determined that the DBE is not performing a commercially useful function, then no participation credit shall be attributable to their participation on the contract.*

(iii) To count DBE participation toward the goal established for this contract, the proposed DBE(s) must be certified as a DBE(s) with the City and County of Denver or CDOT under the appropriate NAICS code that coincides with the scope of work that they will execute on the project/contract. Additionally, the DBE firm must be certified as a DBE and perform a "commercially useful function" as defined in this Attachment.

3.2 *Joint Ventures*

(i) *A Joint Venture is an association of a DBE firm and one or more other firms to*

carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

(ii) *RTD will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward the DBE goal(s) and such services/supplies/NAICS codes are approved for DBE participation credit. The joint venture agreement MUST specify the services, dollar value, reporting structure and details of the DBEs performance requirements associated with the percentage of the joint venture ownership.*

3.3 *DBE Liaison*

(i) *The Contractor shall designate a DBE Liaison who shall be responsible for the following:*

(A) **DAY-TO-DAY OPERATIONAL COMPONENTS OF THE DBE PROGRAM:**

(B) **EFFECTIVELY RESPONDING TO AND REPORTING TO THE SBO ON THE STATUS OF ANY DBE CONTRACTOR/SUPPLIER;**

(C) **SUBMITTING EXECUTED DBE SUBCONTRACTS/PURCHASE ORDERS AND ANY SUBSEQUENT MATERIAL AMENDMENTS THERETO TO THE SBO WITHIN THIRTY (30) DAYS OF THE SUBCONTRACTOR AGREEMENT EXECUTION (HOWEVER, NO DBE SHALL COMMENCE ANY WORK OR PROVIDE ANY MATERIAL/SUPPLY WITHOUT AN EXECUTED SUBCONTRACT/PURCHASE ORDER);**

(D) **INTERFACING WITH THE SBO REGARDING DBES' ISSUES AND OBTAINING APPROVALS FOR ALL DBE REPLACEMENTS, SUBSTITUTIONS OR TERMINATIONS; AND**

(E) **CARRYING OUT OR IMPLEMENTING TECHNICAL ASSISTANCE ACTIVITIES SO THAT THE PLAYING FIELD IS LEVEL FOR DBES.**

(F) **PREPARE, COMPLETE AND SUBMIT ALL REQUIRED COMPLIANCE DOCUMENTATION, INCLUSIVE OF SUBCONTRACT AGREEMENTS, SCHEDULE OF PARTICIPATION ENCLOSURE, MONTHLY PAYMENT FORMS**

(G) **ENSURE ALL CONTRACTUAL REQUIREMENTS OF THE DBE PROGRAM INCLUSIVE BUT NOT LIMITED TO PROMPT PAYMENT, TERMINATION/SUBSTITUTION/REPLACEMENT/REDUCTION OF SCOPE, CHANGES, NON-DISCRIMINATION ARE COMPLIED WITH AND IN THEIR SUBCONTRACT AGREEMENTS WITH ALL OF THEIR SUBCONTRACTORS REGARDLESS OF TIER**

(H) **A REPRESENTATIVE OF THE CONTRACTOR HAVING MANAGEMENT RESPONSIBILITY FOR IMPLEMENTING, MANAGING AND REPORTING ON ACHIEVEMENT OF THE DBE GOALS, COMMUNICATING SUBCONTRACTING, BUSINESS DEVELOPMENT AND SUPPORTIVE SERVICES ACTIVITY AT ALL TIERS, ENSURING COMPLIANCE WITH THE NON-DISCRIMINATION PROVISIONS AND THE AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS.**

(I) **MONITORING LOWER TIER SUBCONTRACTORS AND SUPPLIERS TO ENSURE THAT THEY COMPLY WITH THE DBE PROGRAM REQUIREMENTS AND THE DBE PLAN SUBMITTED BY THE PRIME CONTRACTOR.**

(x) In lower value or shorter duration contracts, the DBE Liaison responsibilities may be a collateral responsibility.

(ii) ***The DBE Liaison shall submit a written monthly report detailing the activities and documentation of good faith efforts of the previous month as well as submitting DBE Participation Reports, all additional requested forms and shall schedule monthly meetings with the SBO to address any issues or concerns.***

Flow-Down Provisions:

The Contractor must include the following provisions in their subcontract agreements with their DBE subcontractors as well as ensure that tiered-contractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements: 3.4 prompt payment provisions, 3.5 DBE Removal/Termination/substitution/Reduction of Scope provisions, and 3.7 Changes provisions. The contractor will be required to submit to the RTD Small Business Office all DBE subcontracts/purchase orders within 30 days of the execution of its contract with RTD or issuance of the notice to proceed (whichever occurs first). However, in no event shall a DBE perform any service or procure any supply unless RTD's SBO has a copy of the executed subcontract agreement or purchase order.

3.4 *Prompt Payment of DBE Subcontractors*

(i) *The Contractor shall ensure that:*

(A) **EACH CONTRACTOR SHALL PAY ITS RESPECTIVE DBE SUBCONTRACTORS ANY UNDISPUTED AMOUNT OWED TO SUCH SUBCONTRACTOR WITHIN 30 DAYS OF RECEIPT OF THE SUBCONTRACTOR'S RECEIPT BY SUCH CONTRACTOR, REGARDLESS OF WHETHER SUCH CONTRACTOR HAS BEEN PAID FOR SUCH INVOICE BY RTD;**

(B) **APPROVAL OF INVOICES IS NOT UNREASONABLY DELAYED AND THAT INVOICES SHALL BE EITHER APPROVED OR REJECTED WITH**

WRITTEN NOTICE OF DEFICIENCY OR DISPUTE TO THE PAYEE DBE SUBCONTRACTOR WITHIN TEN DAYS OF RECEIPT OF INVOICE BY THE CONTRACTOR; AND

(C) EACH CONTRACTOR MAKES PROMPT AND FULL PAYMENT OF ANY RETAINAGE KEPT BY SUCH CONTRACTOR TO ITS RESPECTIVE SUBCONTRACTORS DBE WITHIN 30 DAYS AFTER SUCH DBE'S WORK HAS BEEN ACCEPTED AND COMPLETED BY CONTRACTOR, UNLESS CLAIM IS FILED AGAINST A SUBCONTRACTOR;

(D) FAILURE TO COMPLY WITH THE ABOVE MAY GIVE JUST CAUSE TO WITHHOLD PAYMENT FROM CONTRACTOR UNTIL PAYMENT TO THE SUBS IS SATISFIED. DEPENDING ON EXTENT OF FAILURE TO COMPLY WITH THE ABOVE, SUCH FAILURE MAY ALSO BE CONSTRUED TO BE A BREACH OF CONTRACT.

(E) The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor agreements.

(ii) Joint Check Utilization: A joint check is a two party check between a DBE, a prime contractor and a regular dealer of materials/supplies. All joint check arrangements must be pre-approved by the SBO and must strictly adhere to the joint check requirements set forth in USDOT guidance regarding same. At a minimum, the request must be initiated by the DBE and remedy a financial hardship for a specific period of time. There are monthly reporting requirements that must be complied with in order to receive DBE participation credit. The SBO will closely monitor the use of joint checks to ensure that the independence of the DBE firm is not compromised. Joint check usage will not be approved merely for the convenience of the prime contractor.

3.5 *DBE Removal/Termination/Substitution/Reduction of scope from Contract*

(i) ***A Contractor must have good cause to remove/terminate/substitute/replace a DBE contractor and such removal/termination/substitution requires the consent and approval of RTD's SBO. This section also includes reductions to the DBEs scope of services and/or commitment values. No DBE subcontract may contain a "termination for convenience" clause/provision because same is contrary to the objectives of this part. To initiate the termination, substitution, removal or replacement process with a DBE contractor/supplier (regardless of the tier), the Contractor or lower tier contractor/subcontractor must do the following:***

(A) BEFORE TRANSMITTING TO RTD'S SBO ITS REQUEST TO TERMINATE AND/OR SUBSTITUTE A DBE CONTRACTOR, THE CONTRACTOR MUST GIVE NOTICE IN WRITING TO THE DBE CONTRACTOR AND RTD SBO. THE NOTICE MUST INCLUDE ITS REQUEST TO TERMINATE AND/OR SUBSTITUTE, REPLACE AND/OR REMOVE THE DBE, THE REASON FOR THE REQUEST AND ALL DOCUMENTATION TO SUPPORT ITS CLAIM. THE CONTRACTOR MUST SUBMIT A COPY OF THE

NOTICE AND SUPPORT DOCUMENTATION TO RTD'S SBO AT THE TIME THE ORIGINAL LETTER IS SENT TO THE DBE CONTRACTOR;

(B) THE CONTRACTOR MUST GIVE THE DBE CONTRACTOR FIVE (5) BUSINESS DAYS TO RESPOND TO THE NOTICE AND PROVIDE THE SBO WITH REASONS, IF ANY, WHY IT OBJECTS TO THE PROPOSED TERMINATION OF ITS DBE CONTRACT AND WHY THE SBO SHOULD NOT CONSENT THE CONTRACTOR'S ACTION;

(C) RTD'S SBO WILL THEN OPEN A FORMAL INVESTIGATION INCLUSIVE OF REVIEW OF ALL DOCUMENTATION, CONDUCT INTERVIEWS AND SITE VISITS, IF NECESSARY. THE CONTRACTOR CARRIES THE BURDEN OF PROOF TO DEMONSTRATE GOOD CAUSE FOR THE TERMINATION AND/OR SUBSTITUTION;

(D) IF RTD'S SBO DETERMINES THE CONTRACTOR HAS GOOD CAUSE TO TERMINATE THE /DBE FIRM, THE SBO WILL PROVIDE WRITTEN CONSENT OF /DBE REMOVAL AND THE REQUIREMENTS TO SUBSTITUTE WORK TO ANOTHER DBE FIRM. IF RTD'S SBO FINDS THAT GOOD CAUSE DOES NOT EXIST TO TERMINATE THE DBE FIRM, THE SBO WILL PROVIDE A WRITTEN DENIAL OF THE REQUEST TO TERMINATE/REPLACE THE DBE CONTRACTOR AND WILL IMMEDIATELY REQUEST A CORRECTIVE ACTION PLAN FROM THE CONTRACTOR.

(E) FOR PURPOSES OF GOOD CAUSE TO REMOVE, REPLACE, TERMINATE OR REPLACE A DBE THE FOLLOWING CIRCUMSTANCES SHOULD EXIST: (1) FAILURE OR REFUSAL TO EXECUTE A WRITTEN CONTRACT WITHOUT GOOD CAUSE, (2) FAILURE OR REFUSAL TO PERFORM THE WORK OF ITS SUBCONTRACT IN A WAY CONSISTENT WITH NORMAL INDUSTRY PRACTICE AND THE CONTRACTOR HAS NOT ACTED IN BAD FAITH, (3) FAILURE TO MEET THE CONTRACTOR'S REASONABLE BONDING OR INSURANCE REQUIREMENTS, (4) INSOLVENCY, BANKRUPTCY OR CREDIT UNWORTHINESS THAT CREATES A RISK FOR THE CONTRACT, (5) INELIGIBILITY TO WORK ON PUBLIC WORKS PROJECT BECAUSE OF SUSPENSION OR DEBARMENT PROCEEDINGS, (6) A DETERMINATION THAT THE DBE IS NOT A RESPONSIBLE CONTRACTOR, (7) VOLUNTARY WITHDRAWAL FROM THE PROJECT BY WRITTEN NOTIFICATION THAT HAS BEEN VERIFIED, (8) INELIGIBILITY TO RECEIVE DBE PARTICIPATION CREDIT FOR THE TYPE OF WORK TO BE PERFORMED, (9) OTHER DOCUMENTED GOOD CAUSE THAT COMPELS THE REPLACEMENT OF THE DBE.

(F) IF THE CONTRACTOR IS APPROVED TO REPLACE/REMOVE/TERMINATE THE DBE, THE CONTRACTOR MUST MAKE GOOD FAITH EFFORTS TO REPLACE THE DBE WITH ANOTHER CERTIFIED DBE AND SHALL NOT SELF-PERFORM THE WORK/SERVICES.

(ii) ***The Contractor shall ensure that tiered subcontractors comply with this Section and insert the provisions of this Section into all lower tiered subcontractor***

agreements, regardless of their certification status.

3.6 *Good Faith Efforts*

(i) *To award a contract to a bidder/proposer that has failed to meet the DBE contract goals, the RTD SBO Manager will decide whether the contractor made a "good faith" effort to actively, effectively and aggressively seek DBEs to meet those goals prior to bid/proposal submission and in its commitments as set forth in their Schedule of Participation/the DBE Plan to continue its efforts to meet the DBE participation goals for subsequent phases of the project. Contractors are also responsible for collecting good faith effort documentation of all major non-DBE subcontractors/suppliers as part of their responsibility to implement the DBE Program.*

The kinds of efforts that are considered demonstrative of a "good faith" effort include, but are not limited to, the following:

(A) **WHETHER THE CONTRACTOR SOLICITED THROUGH ALL REASONABLE AND AVAILABLE MEANS (E.G. ATTENDANCE AT PRE-BID MEETINGS, ADVERTISING AND/OR WRITTEN NOTICES) THE INTEREST OF ALL CERTIFIED DBES WHO HAVE THE CAPABILITY TO PERFORM THE WORK OF THE CONTRACT. THE BIDDER MUST SOLICIT THIS INTEREST WITHIN SUFFICIENT TIME TO ALLOW THE DBES TO RESPOND TO THE SOLICITATION. THE BIDDER MUST DETERMINE WITH CERTAINTY IF THE DBES ARE INTERESTED BY TAKING APPROPRIATE STEPS TO FOLLOW UP INITIAL SOLICITATIONS.**

(B) **WHETHER THE CONTRACTOR SELECTED PORTIONS OF THE WORK TO BE PERFORMED BY DBES IN ORDER TO INCREASE THE LIKELIHOOD THAT THE DBE GOALS WILL BE ACHIEVED. THIS INCLUDES, WHERE APPROPRIATE, BREAKING OUT CONTRACT WORK ITEMS INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION, EVEN WHEN THE PRIME CONTRACTOR MIGHT OTHERWISE PREFER TO PERFORM THESE WORK ITEMS WITH ITS OWN FORCES.**

(C) **WHETHER THE CONTRACTOR PROVIDED INTERESTED DBES WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE CONTRACT IN A TIMELY MANNER TO ASSIST THEM IN RESPONDING TO A SOLICITATION.**

(D) **WHETHER THE CONTRACTOR NEGOTIATED IN GOOD FAITH WITH INTERESTED DBES. IT IS THE BIDDER'S RESPONSIBILITY TO MAKE A PORTION OF THE WORK AVAILABLE TO DBE SUBCONTRACTORS AND SUPPLIERS AND TO SELECT THOSE PORTIONS OF THE WORK OR MATERIAL NEEDS CONSISTENT WITH THE AVAILABLE DBE SUBCONTRACTORS AND SUPPLIERS, SO AS TO FACILITATE DBE PARTICIPATION. THE FACT THAT A BIDDER MAY PERFORM 100% OF THE WORK WITH ITS OWN WORKFORCE IS NOT**

SUFFICIENT JUSTIFICATION TO FAIL TO NEGOTIATE WITH DBES OR NOT TO MEET THE DBE PARTICIPATION GOAL ASSIGNED TO A PROJECT.

(E) **EVIDENCE OF SUCH NEGOTIATION INCLUDES THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF DBES THAT WERE CONSIDERED; A DESCRIPTION OF THE INFORMATION PROVIDED REGARDING THE PLANS AND SPECIFICATIONS FOR THE WORK SELECTED FOR SUBCONTRACTING; AND EVIDENCE AS TO WHY ADDITIONAL AGREEMENTS COULD NOT BE REACHED FOR DBES TO PERFORM THE WORK.**

(F) **WHETHER THE CONTRACTOR MADE EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING BONDING, LINES OF CREDIT, OR INSURANCE AS REQUIRED BY THE RECIPIENT OR CONTRACTOR.**

(G) **WHETHER THE CONTRACTOR MADE EFFORTS TO ASSIST INTERESTED DBES IN OBTAINING NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES.**

(H) **WHETHER THE CONTRACTOR EFFECTIVELY USED THE SERVICES OF AVAILABLE MINORITY/WOMEN COMMUNITY ORGANIZATIONS, CONTRACTORS' GROUPS AND OTHER ORGANIZATIONS TO PROVIDE ASSISTANCE IN THE RECRUITMENT AND PLACEMENT OF DBES, INCLUDING RTD'S SBO.**

(I) **WHETHER OTHER BIDDERS/PROPOSERS ON THE PROCUREMENT MET THE DBE GOALS AND SUBMITTED AN ACCEPTABLE DBE PLAN DEMONSTRATING COMPLIANCE WITH THE DBE PROGRAM REQUIREMENTS FOR A DESIGN-BUILD PROJECT.**

(ii) ***If, after reviewing the "good faith efforts" documentation submitted by the contractor, the RTD SBO Manager determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the SBO Manager determines that the contractor failed to meet the "good faith efforts" requirements, the contractor will be informed in writing that their submittal was deemed non-responsive to the Attachment A requirements and will not be considered for contract award. The contractor may appeal the decision of the RTD SBO Manager to the Good Faith Efforts (GFE) Committee. If the contractor wishes to appeal, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of being informed of the decision of the RTD SBO Manager that their submission was non-compliant.***

(iii) ***If the decision of the SBO Manager is appealed in writing, with in the 5 day submission window, the GFE Committee will review the documentation initially submitted by the contractor – and no other infarmation - under this Section to decide whether the DBE requirements have been satisfied through "good faith efforts".***

(iv) *If the written appeal request is received after the 5 business day submission window, it will be disallowed and the determination of the RTD SBO Manager that the submission was non-compliant will stand.*

(v) *If the GFE committee determines that "good faith efforts" were met, the contract will be recommended for award to the contractor. If the GFE Committee determines that the contractor has failed to meet the good faith effort requirements, the contractor will be informed in writing. The contractor has an opportunity for administrative reconsideration of the determination of the GFE committee. If the contractor requests administrative consideration, they must do so in writing to the RTD Senior Manager of Materials Management within 5 business days of receiving the decision of the GFE Committee that their submission was non-compliant. If the written administrative consideration request is received after the 5 business day submission window, it will be disallowed and the determination of the GFE committee that the submission was non-compliant will stand.*

(vi) *The reconsideration official will be a member of RTD staff who did not take part in the initial "good faith" effort decision. The reconsideration official will review the documentation initially submitted – and no other information - under this Section to decide whether the DBE requirements have been satisfied through good faith efforts.*

(vii) *If the reconsideration official determines that "good faith" efforts were met, the contract will be recommended for award to the contractor. If the reconsideration official determines that the contractor has failed to meet the "good faith effort requirements, the contractor will be informed in writing. The result of the reconsideration process is not administratively appealable to the Department of Transportation.*

3.7 *Changes*

(i) *The DBE participation goal shall apply to the performance/dollar value of all obligations under this Contract, including any Changes, Modifications, Amendments and Change Orders whether initiated by the contractor or RTD. Post award requests for partial waivers may be considered by RTD's SBO but a final determination shall not be rendered until the contract has been substantially completed and the Contractor lacks the ability to satisfy the DBE participation goal.*

(ii) *Changes to the value or scope of work committed to a DBE must be pre-approved by the SBO and must be for good cause as set forth in the termination, substitution, replacement provisions set forth in section 3.5 above.*

3.8 *Requirements of Attachment A Enclosures*

(i) *The Contractor must complete and return all applicable Enclosures in the forms set out in this Attachment with bid/proposal. All enclosures must also be submitted with the bid/proposal.*

(ii) *The Enclosure 2 Schedule of Participation enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.*

(iii) *The Enclosure 3 Letter of Intent (LOI) enclosure subsequent to the award must be submitted with the addition of each identified DBE firm.*

(iv) *The Contractor completing the Attachment A Enclosures is advised to contact the RTD's SBO at (303) 299-2111 if they have any questions or concerns prior to submitting bid/proposal documentation. Additional Attachment A documentation will not be accepted after the contractor submits their bid/proposal to RTD.*

As a condition of the award, the contractor must use those DBEs listed to perform the specific work items or supply the materials as committed in the Enclosure 2 Schedule of Participation and Enclosure 3 Letter(s) of Intent (LOI) and the contractor is not entitled to any payment for work or materials performed by its own or any other forces if the work or supplies were committed to a DBE, unless it receives prior written consent by RTD Small Business Office for a replacement of the DBE for good cause.

(v) *Failure to return <u>all</u> required DBE Enclosures <u>will</u> result in your bid/proposal being deemed non-responsive. Modification of <u>any</u> Enclosure documentation <u>will</u> result in your bid/proposal being deemed non-responsive.*

Periodically, after award of the contract, RTD's SBO in conjunction with the contractor may determine that an enclosure is more beneficial with modifications or that an additional enclosure is necessary to more effectively report the status of DBE participation or performance and resolution of DBE concerns/issues. RTD has the right to ask for a modification.

Such a revised enclosure shall be incorporated into contract as an additional requirement.

3.9 *Reporting, audits, reviews and Orientation Requirements*

(i) *The Contractor shall submit at least monthly, a DBE Participation Report in the form set out in Appendix A (Form of DBE Participation Report). The Contractor shall submit each completed DBE Participation Report to RTD's SBO.*

(ii) *The Contractor acknowledges that the SBO has the right to independently confirm the information contained in the submitted DBE Participation Reports by soliciting such information from each DBE Subcontractor as may be required to verify payments received, distribution of payments received, subcontracting practices, participation credit, and sharing of resources/personnel. The Contractor shall not attempt to dissuade any such DBE contractor from disclosing any such information or cooperating in any investigation initiated by the SBO.*

(iii) ***The Contractor shall submit to RTD's SBO a Subcontractors Participation and Payment Form documenting all payments made to all DBEs and non-DBEs on a form provided/approved by RTD's SBO.***

(iv) ***The DBE contractor shall submit to RTD's SBO a summary of payments received from its contractor, regardless of their lower tier, on a form approved by RTD's SBO.***

(v) ***The DBE contractor may be selected to participate in a commercially useful function review or a DBE compliance review before their contract can be closed by RTD. DBEs are required to fully cooperate with RTD's SBO or its designee in the compliance review process. The commercially useful function review process will be initiated with a request for documents relating to contract performance and management of the actual work performed on the contract. The scope and intensity of each commercially useful function review will depend on the specific facts and circumstances. The commercially useful function is purposed to verify the amount of DBE participation credit, to ensure that work is actually performed by the DBE consistent with the DBE Program requirements and/or to ensure that there is no activity engaged in by the DBE that would be inconsistent with the intent and objectives of the DBE Program. The commercially useful function review is more formal and will be initiated with an orientation/explanation process and closed out with a briefing and determination. The DBE contractor may be subjected to an informal compliance review by RTD's SBO or its designee with or without notice. The informal compliance review will generally be conducted at the work site where RTD actually observes and assesses the services/supplies being provided by the DBE.***

(vi) The Contractor or any of its lower tier non-DBE subcontractors may be selected for a DBE compliance review to ensure that they are in compliance with the DBE Program requirements. This process will be initiated in a formal manner with written notice and instructions sent to the Contractor or its major subcontractor. The process will conclude with a close-out interview or debriefing where the Contractor or non-DBE firm will be given an opportunity to refute the determination or add to any corrective action requested by RTD. The contractor must cooperate with any DBE Program audit or compliance review. Failure to cooperate can result in part or all of the DBE participation credit being denied/removed from counting toward the DBE participation goal for the contract.

All DBEs are required to participate in the

RTD's DBE Orientation Program if awarded an RTD contract, subcontract or purchase order before commencing work or providing supplies on this contract. Failure to participate in the DBE orientation program may result in a denial of DBE participation credit for the project/contract. For good cause, the orientation may be delayed if pre-approved by RTD. DBEs may be required to repeat the orientation if there are changes to the DBE Program requirements, changes in the DBE regulations, changes in the DBE personnel, or if the DBE is experiencing challenges in complying with the reporting requirements.

ATTACHMENT A DBE ENCLOSURE CHECKLIST

This checklist will help you verify all the required enclosures are complete and submitted as required. Submit this checklist as the front page of your Attachment A Enclosures. Attachment A Enclosures are to be submitted with bid/proposal. Failure to submit a completed checklist with your Attachment A Enclosures may result in your proposal to be deemed Non-Responsive. Modification of any Attachment A Enclosure prior to the official award of the contract will result in your proposal being deemed Non-Responsive. All enclosures must be submitted with the bid/proposal. If you have any questions concerning the completion of any of the Enclosures, please contact RTD's Disadvantaged Business Office at (303) 299-2111.

[ ] **Form of DBE Participation**
This form must be submitted monthly by all prime contractors throughout the entire duration of the contract. This form needs to be submitted directly to the RTD SBO.

[ ] **Enclosure 1A: DBE Affidavit**
This form must be completed, signed and notarized by all Prime Contractors, whether DBE or not, to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal

[ ] **Enclosure 1B: DBE Prime Affidavit**
This form must be completed, notarized and signed only if the bidder/proposer is a DBE submitting a proposal/bid as a Prime Contractor. This form, if applicable, must be submitted with a current DBE certificate by all **DBE prime contractors** to affirm DBE status.

[ ] **Enclosure 2: Schedule of DBE Participation**
This form must be submitted by all DBEs involved on the contract including a DBE prime contractor. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract. The Contractor subsequent to award must update and submit this form with the addition of each identified DBE firm. The Contractor is required to enter into subcontract agreements or issue purchase orders to all DBEs within thirty (30) days of notice to proceed.

[ ] **Enclosure 3: Letter of Intent to Perform as a Subcontractor**
This form must be submitted by the Contractor. It must contain the following information: names and addresses of certified DBE participating subcontractors, the work they are to perform and the dollar value of each proposed certified DBE contract and be signed by the DBE subcontractor. The Contractor subsequent to the award must submit this form with the addition of a DBE. A copy of the current DBE Certificate for each listed DBE subcontractor must be attached.

[ ] **Enclosure 4: Solicitation Statistics**
This form is for statistical purposes only. It is for the prime and all companies the prime receives bids from on subcontract work.

[ ] **Enclosure 5: Employer Certification of Workforce**

This form defines the make-up of the company's work force and must be filed by every prime contractor with 50 or more employees or has a contract of $50,000 or more.

[ ] **Enclosure 6: Disadvantaged Business Outreach**
This form provides current outreach program information for contracted prime and subcontractors.

[ ] **Enclosure 7: Unavailability Certification**
This form must be submitted - along with complete documentation of good faith efforts - with the bid/proposal by a prime contractor who has failed to meet the specified DBE goal.

APPENDIX A

DENVER REGIONAL TRANSPORTATION DISTRICT

RTD

CONTRACT INFORMATION

PRIME CONTRACTOR MONTHLY REPORT
FORM E REPORT OF PAYMENTS TO DBEs

Original Contract Value: $ -
Change Orders Values: $ -
Current Contract Value: $ -
Total Payments Received To Date: $ -
Payments Received This Month: $ -
Start Date:
Completion Date:

Contract Duration:
Contract No.:
Report for Month of:
Name and Location of Project:
Name and Address of Prime Contractor:

Respond "Yes" or "No" to the Questions Below:

Did your firm or an affiliate rent or lease equipment or issue a joint check to a DBE? _____
Did any DBE utilize employees(or former employees) of your firm or an affiliate? _____
Did any DBE subcontract any portion of its work to a non-DBE since the last report firm? _____
Has the scope of work or subcontract amount changed for any DBE since the last report? _____

Name of DBE Subcontractor and/or Non DBE Subcontractor	Project Task	DBE or Non DBE	Original Contract Amount	Original Contract +/- Amount C O	Payment This Month	Billed This Month	Total Payments	Pending C.O.'s Amount and Date	Overall Work Completed %	Contract P.O. Submitted
TOTAL			$ -	$ -	$ -	$ -	$ -			

COMMENTS:

Prime Contractor Compliance Officer: _____ Telephone: _____

Signature: _____ Date: _____

By signing this form, I personally and on behalf of the contractor affirm that the information presented in this document is truthful, accurate, complete and not misleading.

SEND COMPLETED FORM TO:
SBO Office
Regional Transportation District
1600 Blake Street BLK-31, Denver, Colorado 80202; Fax: 303-299-2081
If You Need Assistance In Filling Out This Form, Please contact (303) 299-2111

FORM OF DBE PARTICIPATION REPORT

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APPENDIX B- DBE ENCLOSURES

Enclosure 1a- DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY ALL PRIME PROPOSERS/BIDDERS TO INDICATE THE PERCENTAGE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION.

The undersigned contractor hereby agrees that the goal established for DBE participation and its commitment in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) in conformity with the Requirements, Terms, and Conditions of this Attachment is:

_____% - DBE (Disadvantaged Business Enterprise)

THIS PERCENTAGE RELATES TO DBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE STATEMENT LISTED IN THE BID/PROPOSAL FORM.

THIS BIDDER/PROPOSER IS COMMITED TO COMPLY WITH OR EXCEED THE ABOVE GOAL.

Business Name: _____

Contact Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____ Fax: _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF

_____ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

_____ _____ _____

(Date) (Affiant Print Name) (Title)

_____

(Affiant's Signature)

State of _____:

City and County of _____:

On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal. My Commission Expires:

_____

(Notary Public) (SEAL)

APPENDIX B- DBE ENCLOSURES

ENCLOSURE 1B- DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY THE DISADVANTAGED BUSINESS ENTERPRISE PRIME CONTRACTOR (PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

and duly authorized representative of (the firm of) _____
(Name of Corporation or Joint Venture)

whose address is _____

_____.
(Telephone No.)

I hereby declare and affirm that I am a Disadvantaged Business Enterprise (DBE) and am certified as of the date that the RTD receives this bid/proposal and as defined by the Regional Transportation District in Attachment A for

_____ and that I will provide
(Contract number and name)
information and/or the certification to document this fact with this enclosure.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

_____
(Date) (Affiant Print Name) (Title)

_____
(Affiant's Signature)
State of _____:
City and County of _____:
On this _____ day of _____, _____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.
In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____
(Notary Public) (SEAL)

APPENDIX B – DBE ENCLOSURES

ENCLOSURE 2 – SCHEDULE OF [DBE] PARTICIPATION

NAME OF CONTRACTOR: [•]
RTD Contract No.
Total Proposed Cost: US$_____

DBE FIRM NAME	TYPE OF WORK (ELECTRICAL, PAVING, ETC.) AND CONTRACT ITEMS OR PART THEREOF TO BE PERFORMED	PROJECTED START & COMPLETION DATES FOR DBE	AGREED PRICE TO BE PAID TO DBE

1. Please list all DBEs involved on the contract including the Prime Contractor if it is a DBE. DBE must be certified in area of work specified on project; work performed for which they are not certified to perform will not count towards goal. A current DBE certification for each listed DBE must accompany this enclosure. Failure to provide proof of current DBE certification for any or all listed DBEs will eliminate such listed DBE's participation, and work performed by such DBE will not count towards satisfaction of the DBE Goal. If additional pages are required to list all contracted DBE, photocopy this enclosure as required to make a complete list.

2. Contracts with DBEs for materials or supplies will be counted toward the DBE Goal as follows:

(i) materials or supplies obtained from a DBE manufacturer will be counted at 100% toward the DBE Goal; and

(ii) materials or supplies obtained from a DBE regular dealer will be counted at 60% toward the DBE Goals. Please refer to 49 CFR §26.55 for specifics with respect to how DBE participation is counted toward DBE Goal.

3. Contractor must submit copies of all DBE subcontracts, purchase orders or change orders within 30 Days of execution of the notice to proceed. Failure to submit will result in a determination that no DBE participation credit shall a DBE work on the project or provide equipment, materials or supplies for DBE participation credit without an executed subcontract

agreement or purchase order.

APPENDIX B, ENCLOSURE 3 – LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR

Contract No.

The undersigned [•] (the ***Contractor***) intends to engage the undersigned **DBE** to perform work in connection with the Project pursuant to a contract (the ***DBE Contract***) between the Contractor and the DBE as [*check one*]:

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The DBE status of the undersigned DBE is confirmed on the attached schedule of DBE participation and represents a company that is certified as of the date on which the DBE Contract is executed.

Item	Projected Commencement Date	Projected Completion Date	Agreed Price to be Paid to DBE

_____% of the Dollar value of the DBE Contract will be sublet and/or awarded to non-DBE contractors and/or non-DBE suppliers. The undersigned Proposer and the undersigned DBE will enter into the DBE Contract for the above work conditioned upon the Proposer's execution of the Contract with RTD.

_____ _____

NAME OF CONTRACTOR NAME OF DBE FIRM

_____ _____

OWNER/REPRESENTATIVE OWNER/REPRESENTATIVE

_____ _____

ADDRESS ADDRESS

_____ _____

EMAIL ADDRESS EMAIL ADDRESS

_____ _____

SIGNATURE SIGNATURE

_____ _____

TITLE DATE TITLE DATE

APPENDIX B, ENCLOSURE 4 – SOLICITATION STATISTICS

RTD is required to create and maintain bidder statistics for all firms bidding on prime contracts and bidding or quoting Subcontracts on USDOT-assisted projects per 49 CFR Part 26.11. The Contractor is required to make copies of this form, send a copy with its initial contact to each Subcontractor (whether DBE or non-DBE) and require each Subcontractor to return a completed form with its Subcontract bid to the Contractor. The Contractor must submit all completed forms with each submission of DBE Enclosures to the SBO.

Firm Name:

Firm Address (Office Reporting):

Status as a DBE or Non-DBE (check one):

RTD DBE _____ Non-DBE _____

Annual Gross Receipts of the Firm: (check one):

U.S.$0 to U.S.$500,000_____ U.S.$500,000 to U.S.$1,000,000_____ U.S.$1 Million to U.S.$5 Million_____

U.S.$5 Million to U.S.$10 Million_____ U.S.$10 Million to U.S.$20.41 Million_____ Above U.S.$20.41 Million_____

Age of the firm: _____

Signature: _____

Name:

Title:

Date: _____

Job Categories	*Total Employees in Establishment*			M = Male										F = Female	
	Total Employees Including Minorities	Total Male Employees Including Minorities	Total Female Employees Including Minorities	Black Americans		Hispanic Americans		Native Americans		Asian-Pacific Americans		Subcontinent Asian Americans		Other	
				M	F	M	F	M	F	M	F	M	F	M	F
Officials & Managers															
Professionals															
Technicians															
Sales															
Office & Clerical															
Craft Workers (skilled)															
Operatives (semi-skilled)															
Laborers (unskilled)															
Service Workers															

TOTAL															

APPENDIX B, ENCLOSURE 5 – EMPLOYER CERTIFICATION OF WORKFORCE[1]

The undersigned certifies that he/she is legally authorized to make the statements and representations contained in this report and that the statements and representations contained herein are true and correct to the best of his/her knowledge and belief.
Firm Name:

Owners (individuals or holding companies with any ownership interest in your firm):

Ownership Interest (by %)	Ethnicity (natural persons)	Gender (natural persons)

Signature: _____
Name:
Title:

Date of Execution: _____
Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by Federal, State or local law. Current utilization as of _____:

[1] NOTE: Submission of the Employer Certification of Workforce form is voluntary. Unless this form is marked 'confidential' upon submission, RTD cannot guarantee confidentiality of the information contained in this Employer Certification of Workforce form.

DESCRIPTION OF JOB CATEGORIES

Officials and Managers – Occupations requiring administrative personnel who set board policies, exercise full responsibility for execution of these policies, and individual departments or special phases of the operations.

Professionals – Occupations requiring either college education or experience of such kind and amount as to provide a comparable background.

Technicians – Occupations requiring a combination of specific scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Sales – Occupations engaging wholly or primarily in selling.

Office and clerical – Includes all clerical-type work, regardless of level of difficulty, where the activities are predominately non-manual though some manual work directly involved with altering or transporting the products is included.

Craft Worker (skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercises considerable independent judgment and usually requires an extensive period of training.

Operatives (semi-skilled) – Workers who operate machines or processing equipment or perform other factory-related duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (unskilled) – Workers in manual occupations which generally require no special training perform rudimentary duties that may be learned in a few days and require the application of little or no independent judgment.

Service Workers – Workers in both protective and unprotective service occupations.

RACE/ETHNIC IDENTIFICATION

White (not Hispanic origin) – All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East

Black Americans (not Hispanic origin) – All persons having origins in any of the Black racial groups of Africa

Hispanic Americans – All persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race

Asian-Pacific Americans – All persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong

Subcontinent Asian Americans – All persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka

Native American – All persons having origins in any of the original peoples of North America, including American Indians, Eskimos, Aleuts, or Native Hawaiians

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APPENDIX B, ENCLOSURE 6 – DISADVANTAGED BUSINESS OUTREACH

As part of RTD's ongoing outreach activities to the Denver metro Disadvantaged business community, it is our goal to identify and to establish a relationship with the Disadvantaged business outreach programs sponsored by the prime and subcontractors we partner with.

The prime and all contracted subcontractors are requested to provide the following information pertaining to their current DBE outreach efforts – additional sheets may be used if necessary:

RTD Contract Name and Number:

Contract No. (the ***Contract***).

Proposer:

_____

Subcontractor – if applicable:

_____

Disadvantaged Business Outreach Contact (if none, list contact for the Contract):

_____

Phone: _____ Fax: _____

Email: _____

Website: _____

Currently Sponsored Disadvantaged Business Outreach Activities:

_____

_____

_____

How can RTD assist you in your current Disadvantaged business outreach efforts?

_____

_____

Would you be interested becoming involved in current and future RTD-sponsored outreach activities and committees: [ ] Yes [ ] No

If so, how? _____

_____

APPENDIX B, ENCLOSURE 7– DBE UNAVAILABILITY CERTIFICATION

I,_____,

_____,

Name Title

of _____, certify that [*the Contractor*], made the following efforts to meet the DBE Goals on Regional Transportation District Contract No. for the Project:

[please attach any additional efforts that do not fit on this form]

- A Contractor representative attended the pre-bid meeting. Yes _____ No _____

- Newspaper Advertisement Log: (attach copies of ads)

Newspaper/Publication	Type of Publication Minority/General/Trade	Dates of Advertisement

- Selected portions of the work to be performed by [DBEs]

Work Categories	Type of Bid (Subcontractor or Supplier)	Contractor's Estimated Budget	Additional Comments

- Made efforts to assist interested DBEs in obtaining bonding, lines of credit, insurance or any necessary equipment, supplies, materials, etc.
- [*List any specific offers made by Contractor*]

- Solicited the following DBEs

Date Contacted	Name of DBE Firm	Contact Person	Phone #	Work Category

- Followed up with initial contacts

Date	Name of DBE	Phone #	Bidding (Yes or No)	Additional Comments

- Contacted the following other agencies, organizations in recruitment of DBE including RTD:

Date	Organization	Phone #

As shown by the documentation provided to RTD, we feel that we have made good faith effort to attain the DBE Goals.

Signature:_____

Date: _____

Exhibit G – FY2014 FTA Certifications and Assurances

Certifications and Assurances you select on its behalf, except as FTA determines otherwise in writing.

It is important that your Applicant and You also understand that these Certifications and Assurances are pre-award requirements, generally imposed by Federal law or regulation, and do not include all Federal requirements that may apply to it or its Project. Our FTA Master Agreement MA(20) for Federal FY 2014, available at http://www.fta.dot.gov, contains a list of most of those requirements.

We expect You to submit your Applicant's FY 2014 Certifications and Assurances and its applications for funding in TEAM-Web. You must be registered in TEAM-Web to submit the FTA FY 2014 Certifications and Assurances on its behalf. The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) Groups of Certifications and Assurances and a designated field for selecting all twenty-four (24) Groups of Certifications and Assurances. If FTA agrees that you cannot submit your Applicant's FY 2014 Certifications and Assurances electronically, you must submit the Signature Page(s) in Appendix A of this Notice, as FTA directs, marked to show the Groups of Certifications and Assurances it is submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *FTA's latest authorization legislation, Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, June 6, 2012,*
- *The Continuing Appropriations Act, 2014, Pub. L. 113-46, October 17, 2013,*
- *The Consolidated and Further Continuing Appropriations Act, 2013, Pub. L. 113-6, March 26, 2013,*
- *The Continuing Appropriations Resolution, 2013 (CR), Pub. L. 112-175, September 28, 2012, and*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.*

With certain exceptions, Projects financed in FY 2014 with funds appropriated or made available for FY 2012 or a previous fiscal year must be in compliance with the requirements for that type of Project in effect during the fiscal year for which the funding was derived, except as superseded by MAP-21 cross-cutting requirements that apply.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on behalf of your Applicant, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award Federal transit assistance (funding or funds) to support a public transportation Project, an Authorized Representative (You) of the Project sponsor (Applicant) must select certain Certifications and Assurances required by Federal law or regulation. The Authorized Representative must be duly authorized by the Applicant to, among other things, sign these Certifications and Assurances and bind the Applicant's compliance. You, as the Authorized Representative, must select all Certifications and Assurances required of your Applicant (or it) to support its applications for FTA funding during Federal fiscal year (FY) 2014.

We request that you read each Certification and Assurance and select those that will apply to all Projects for which your Applicant might seek FTA funding. As required by Federal law and regulation, only if you select adequate Certifications and Assurances on your Applicant's behalf, may FTA award Federal funding for its Project.

We have consolidated our Certifications and Assurances into twenty-four (24) Groups. At a minimum, you must select the Assurances in Group 01 on your Applicant's behalf. If your Applicant requests more than $100,000, you must also select the "Lobbying" Certification in Group 02, unless it is an Indian tribe or organization or a tribal organization. Depending on the nature of your Applicant and its Project, you may also need to select some Certifications and Assurances in Groups 03 through 24. However, instead of selecting individual Groups of Certifications and Assurances, you may make a single selection that will encompass all twenty-four (24) Groups of Certifications and Assurances that apply to all our programs.

FTA, your Applicant, and you understand and agree that not every provision of these twenty-four (24) Groups of Certifications and Assurances will apply to every Applicant or every Project FTA funds even if you make a single selection encompassing all twenty-four (24) Groups. Nor will every provision of all Certifications and Assurances within a single Group apply if that provision does not apply to your Applicant or its Project. The type of Project and Applicant will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participant(s) to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

If your Applicant is a team, a consortium, a joint venture, or a partnership, it understands and agrees that you must identify the activities each member will perform and the extent to which each member will be responsible for compliance with the

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

1.A. Assurance of Authority of the Applicant and Its Authorized Representative.

You certify that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent the Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA, except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
    a. In some instances, FTA has determined that Federal statutory or regulatory

program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:

(1) New grants and cooperative agreements, and
(2) New amendments to grants and cooperative agreements that:
  (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
  (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but

b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
  (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
  (2) Environmental Review Process,
  (3) Public Transportation Agency Safety Plans,
  (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
  (5) Costs Incurred by Providers of Public Transportation by Vanpool,
  (6) Revenue Bonds as Local Match,
  (7) Debt Service Reserve,
  (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
  (9) Private Sector Participation,
  (10) Bus Testing,
  (11) Buy America,
  (12) Corridor Preservation,
  (13) Rail Car Procurements,
  (14) Veterans Preference/Employment,
  (15) Alcohol and Controlled Substance Testing, and
  (16) Other provisions as FTA may determine.[1]

1.C. Intergovernmental Review Assurance.

(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for FTA's Tribal Transit Programs authorized by 49 U.S.C. 5311(c)(1).

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that your Applicant has

[1] More information about these matters appears in the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, Oct. 16, 2012.

submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

1.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
   a. Federal transit laws, specifically 49 U.S.C. 5332(prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
   c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
   d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
   e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
   a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      (1) It conducts each Project,
      (2) It undertakes property acquisitions, and
      (3) It operates its Project facilities, including:
         (a) Its entire facilities, and
         (b) Its facilities operated in connection with its Project,
   b. This assurance applies to its entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
   c. It will promptly take the necessary actions to carry out this assurance, including:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
   d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the Federal funding is extended, and
(2) While the property is used for another purpose involving the provision of similar services or benefits,

e. The United States has a right to seek judicial enforcement of any matter arising under:
(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) U.S. DOT regulations, 49 CFR part 21, and
(3) This assurance,

f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) U.S. DOT regulations, 49 CFR part 21, and
(3) Federal transit laws, 49 U.S.C. 5332,

g. It will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,

h. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
(1) Subrecipient,
(2) Transferee,
(3) Third Party Contractor or Subcontractor at any tier,
(4) Successor in Interest,
(5) Lessee, or
(6) Other participant in its Project, except FTA and the Applicant (that later becomes the Recipient),

i. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including each:
(1) Subagreement at any tier,
(2) Property transfer agreement,
(3) Third party contract or subcontract at any tier,
(4) Lease, or
(5) Participation agreement, and

j. The assurances you have made on its behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal funding is extended to its Project,
(2) Its Project property is used for a purpose for which the Federal funding is extended,
(3) Its Project property is used for a purpose involving the provision of similar services or benefits,
(4) It retains ownership or possession of its Project property, or
(5) FTA may otherwise determine in writing, and

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C.

5307(c)(1)(D)(ii), you assure that:

a. It will comply with the following prohibitions against discrimination on the basis of disability listed in Group1.D.4.b below, of which compliance is a condition of approval or extension of any FTA funding awarded to:
   (1) Construct any facility,
   (2) Obtain any rolling stock or other equipment,
   (3) Undertake studies,
   (4) Conduct research, or
   (5) Participate in or obtain any benefit from any FTA administered program, and
b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
   (1) Excluded from participation,
   (2) Denied benefits, or
   (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
   a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
      (1) Debarred,
      (2) Suspended,
      (3) Proposed for debarment,
      (4) Declared ineligible,
      (5) Voluntarily excluded, or
      (6) Disqualified,
   b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
      (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
      (2) Violation of any Federal or State antitrust statute, or
      (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
   c. It is not presently indicted for, or otherwise criminally or civilly charged by a

governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   (1) Equals or exceeds $25,000,
   (2) Is for audit services, or
   (3) Requires the consent of a Federal official, and
g. It will require that each covered lower tier contractor and subcontractor:
   (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      (a) Debarred from participation in its federally funded Project,
      (b) Suspended from participation in its federally funded Project,
      (c) Proposed for debarment from participation in its federally funded Project,
      (d) Declared ineligible to participate in its federally funded Project,
      (e) Voluntarily excluded from participation in its federally funded Project, or
      (f) Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group 01.E.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
   a. For every Project described in any application it submits, it has adequate resources to properly plan, manage, and complete its Project, including the:
      (1) Legal authority to apply for Federal funding,
      (2) Institutional capability,
      (3) Managerial capability, and
      (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
   b. It will give limited access and the right to examine Project-related materials to

entities or individuals, as required, including, but not limited to the:
(1) FTA,
(2) The Comptroller General of the United States, and
(3) State, through an authorized representative, if appropriate,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
(1) A personal or organizational conflict of interest, or personal gain, or
(2) The appearance of a personal or organizational conflict of interest or personal gain,

2. *Project Specifics*. On behalf of your Applicant, you assure that:
a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
b. For FTA funded construction Projects:
(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
(2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
(3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,
(4) To the extent FTA requires, it will record the Federal interest in the title to FTA funded real property or interests in real property, and
(5) It will not alter the site of the FTA funded construction Project or facilities without permission or instructions from FTA by:
(a) Disposing of the underlying real property or other interest in the site and facilities,
(b) Modifying the use of the underlying real property or other interest in the site and facilities, or
(c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
c. It will furnish progress reports and other information as FTA or the State may require, and

3. *Statutory and Regulatory requirements*. On behalf of your Applicant, you assure that:
a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
(1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
(2) The prohibitions against discrimination on the basis of sex, as provided in:
(a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,

(3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
(4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
(5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
(6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
(7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
(8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
(9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
(10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,

b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
(1) It will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and
(2) It has the necessary legal authority under State and local laws and regulations to comply with:
(a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
(3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
1 Displaced families or individuals, and

2 Displaced Partnerships, corporations, or associations,

(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:

1 Families and individuals, and

2 Partnerships, corporations, or associations,

(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,

(e) It will:

1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and

2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

(f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to FTA funded third party contracts and subagreements,

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,

d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and

(2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent applicable, comply with the labor standards and protections for federally funded Projects of:

(1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and

(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,

f. It will comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
   (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
   (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
   (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
   (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
   (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
   (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
   (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
   (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
   (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303,
   (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
   (11) Complying with and facilitating compliance with:
      (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
      (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
      (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent applicable, comply with the following Federal requirements for the care, handling, and treatment of warmblooded animals held or used for research, teaching, or other activities supported by Federal funding:
   (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
   (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR

subchapter A, parts 1, 2, 3, and 4,

h. To the extent applicable, obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,

i. Comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
   (1) Participating in the Federal flood insurance program, and
   (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more,

j. Comply with:
   (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
   (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

k. Perform the financial and compliance audits as required by the:
   (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
   (2) U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and
   (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT,

l. Comply with all other Federal laws or regulations that apply, and

m. Follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal grant or cooperative agreement exceeding $100,000 or a Federal loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in

writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
   a. The lobbying restrictions of this Certification apply to its requests:
      (1) For $100,000 or more in Federal funding for a grant or cooperative agreement, and
      (2) For $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
   b. Your Certification on its behalf applies to the lobbying activities of:
      (1) It,
      (2) Its Principals, and
      (3) Its Subrecipients at the first tier,
2. To the best of your knowledge and belief:
   a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance,
   b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
      (1) An officer or employee of any Federal agency regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
      (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
         (a) Federal grant or cooperative agreement, or
         (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
   c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
      (1) Third party contracts,
      (2) Subcontracts,
      (3) Subagreements, and

(4) Other third party agreements under a:
(a) Federal grant or cooperative agreement, or
(b) Federal loan, line of credit, loan guarantee, or loan insurance,

3. It understands that:
   a. This Certification is a material representation of fact that the Federal government relies on, and
   b. It must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
      (1) Federal grant or cooperative agreement, or
      (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if it is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.

4.A. Private Property Protections.

If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
   a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
   b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
   c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in Group 4.A.1 of this Certification before it:
   a. Acquires the property or an interest in the property of a private provider of public transportation, or
   b. Operates public transportation equipment or facilities:
      (1) In competition with transportation service provided by an existing public transportation operator, or
      (2) In addition to transportation service provided by an existing public transportation operator.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:

a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
b. FTA's charter service restrictions extend to:
   (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
   (2) Any Third Party Participant that receives Federal funding derived from:
      (a) Federal transit laws, 49 U.S.C. chapter 53,
      (b) 23 U.S.C. 133 or 142, or
      (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
c. A Third Party Participant includes any:
   (1) Subrecipient at any tier,
   (2) Lessee,
   (3) Third Party Contractor or Subcontractor at any Tier, and
   (4) Other Third Party Participant in its Project,
d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will engage in charter service operations, except as permitted under:
   (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
   (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
   (3) Any other Federal Charter Service regulations, or
   (4) Federal guidance, except as FTA determines otherwise in writing,
e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
f. You and your Applicant agree that:
   (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
      (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
      (b) Otherwise violating its Charter Service Agreement it has elected in its

latest annual Certifications and Assurances, and

(2) These corrective measures and remedies may include:

(a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,

(b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or

(c) Any other appropriate remedy that may apply, and

2. In addition to the exceptions to the charter service restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
   a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,
   b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
   c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
   a. Federal transit laws, 49 U.S.C. chapter 53,
   b. 23 U.S.C. 133 or 142, or
   c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
2. FTA's school bus operations restrictions extend to:

a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
b. Any Third Party Participant that receives Federal funding derived from:
   (1) Federal transit laws, 49 U.S.C. chapter 53,
   (2) 23 U.S.C. 133 or 142, or
   (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,

3. A Third Party Participant includes any:
   a. Subrecipient at any tier,
   b. Lessee,
   c. Third Party Contractor or Subcontractor at any tier, and
   d. Other Third Party Participant in the Project,
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
   a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
   b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
   c. Any other Federal School Bus regulations, or
   d. Federal guidance, except as FTA determines otherwise in writing,
5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
   a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
   b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and

Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
   a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
   b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR 663.7:
   a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
   b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus models that require bus testing, and it will comply with:
   a. 49 U.S.C. 5318, and
   b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
2. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
   a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that bus until:
      (1) That bus has been tested at FTA's bus testing facility, and
      (2) That bus has received a copy of the test report prepared on that new bus

model, and

b. It will not authorize final acceptance of the bus until:
   (1) The bus has been tested at FTA's bus testing facility, and
   (2) It has received a copy of the test report prepared on that new bus model,

3. It will ensure that the bus that is tested has met the performance standards consistent with those regulations, including:
   a. Performance standards for:
      (1) Maintainability,
      (2) Reliability,
      (3) Performance (including braking performance),
      (4) Structural integrity,
      (5) Fuel economy,
      (6) Emissions, and
      (7) Noise, and
   b. Minimum safety performance standards established under 49 U.S.C. 5329, and
4. After FTA has issued regulations authorized by 49 U.S.C. 5318(e)(2), it will ensure that the bus that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
   a. Individuals with disabilities, including individuals who use wheelchairs, and
   b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:

a. Provided in the most integrated setting feasible, and
b. Equivalent to the service it offers individuals without disabilities with respect to:
   (1) Response time,
   (2) Fares,
   (3) Geographic service area,
   (4) Hours and days of service,
   (5) Restrictions on priorities based on trip purpose,
   (6) Availability of information and reservation capability, and
   (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes that is funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C.

chapter 53 to support interest or financing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, or finance leasing costs, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or other financing costs unless:
   a. It is eligible to receive Federal funding for those costs, and
   b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
   a. Urbanized Area Formula Grants Projects,
   b. Projects under Full Funding Grant Agreements,
   c. Projects with Early Systems Work Agreements,
   d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
   e. State of Good Repair Projects,
   f. Bus and Bus Facilities Projects, and
   g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B

applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
   a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
   b. It completes these calculations before the later of:
      (1) Entering into the lease, or
      (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.

9.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing,

and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

9.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:
1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:
1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing

requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and

3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY) AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and

14.B. The Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or

other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certification for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that "[t]he requirements of section 5307 apply to recipients of grants made under this section." Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C.5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C.5339, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its

funding available to it under 49 U.S.C. 5339,

b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d)..

14.B. Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H) in effect in FY 2012 or a previous fiscal year to this Program except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,

15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,

15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and

15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Any provision of the Certifications in Group 15 that does not apply will not be enforced.

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Group 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013 and 2014 are required by 49 U.S.C. 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
   a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
   b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Has published or will publish a Program of Projects in a way that affected

individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other United States Government sources,
f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
g. Has made or will make the final Program of Projects available to the public,

7. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation,
10. Each fiscal year:
    a. At least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to the urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
       (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
       (2) Increased camera surveillance of an area in or adjacent to that system,
       (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
       (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
    b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
    a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Associated Transit Improvements,

as defined in 49 U.S.C. 5302(1),

b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
   (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
   (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and

c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and

12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. § 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any elderly individual,
   b. Any handicapped individual, as described in 49 CFR part 27,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or

d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
   b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
   c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
   d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
   e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other U.S. Government sources,
   f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
   g. Will make or has made the final Program of Projects available to the public,
8. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
    a. Raising a fare, or
    b. Implementing a major reduction of public transportation,
11. Each fiscal year:
    a. At least one (1) percent of the 49 U.S.C. 5307 funding apportioned to an urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or

more), including:
(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
(2) Increased camera surveillance of an area in or adjacent to that system,
(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
(4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or

b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

12. If it serves an urbanized area with a population of at least 200,000 individuals:
    a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to the urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
    b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
        (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
        (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
    c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
    a. Legal capacity,
    b. Financial capacity, and
    c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,
   b. Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
9. . It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements

that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

a. It will make awards of JARC funding on a competitive basis following:
   (1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(A), and
   (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
c. As required by former 49 U.S.C. 5316:
   (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
      (a) Locally developed, and
      (b) Coordinated, and
   (2) That locally developed and coordinated plan was produced through a process that included:
      (a) Representatives of public, private, and nonprofit transportation providers,
      (b) Human service providers, and
      (c) Participation by the public,
d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
   (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
   (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and

2. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) The legal capacity,

(2) The financial capacity, and
(3) The technical capacity,

b. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,

c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

d. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   (1) Any elderly individual,
   (2) Any handicapped individual, as described in 49 CFR part 27,
   (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

e. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
   (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

f. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

g. It:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,

h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,

i. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and

j. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH DISABILITIES

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

AND NEW FREEDOM PROGRAMS.

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. Each of its Subrecipients is:

(1) A private nonprofit organization, or
(2) A State or local governmental authority that:
  (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
  (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,

b. It will comply with the following Project selection and planning requirements:
  (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
    (a) Locally developed, and
    (b) Coordinated,
  (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
    (a) Seniors,
    (b) Individuals with disabilities,
    (c) Representatives of public, private, and nonprofit transportation providers,
    (d) Representatives of public, private, and nonprofit human services providers, and
    (e) Other members of the public,
  (3) The transportation projects to assist in providing transportation services for seniors and individuals with disabilities are included in a program of projects,
  (4) A program of projects under Group 16.A.1.b(3) above is or will be submitted annually to FTA, and
  (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,

c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,

d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if:
  (1) The recipient in possession of the facility or equipment consents to the transfer, and
  (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,

e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital projects to meet the special needs of seniors and disabled, and

f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with

Disabilities, authorized by 49 U.S.C. 5310, and

2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications. Therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
   a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
   d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   e. It has complied or will comply with, and will require each Subrecipient to comply with:
      (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
      (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
   f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
   a. Each of your State Applicant's Subrecipients is:
      (1) A private nonprofit organization, if the public transportation service that

would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
(a) Unavailable,
(b) Insufficient, or
(c) Inappropriate, or

(2) A State or local governmental authority that:
(a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
(b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,

b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
(1) Locally developed, and
(2) Coordinated,

c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
(1) Elderly Individuals,
(2) Individuals with disabilities,
(3) Representatives of public, private, and nonprofit transportation providers,
(4) Representatives of human services providers, and
(5) Other members of the public,

d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,

e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,

f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and

g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,

2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:

a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security

aspects of the proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,

b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities adequately,
d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
f. Your State Applicant:
   (1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
   (2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
   (3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,
g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
h. To the extent applicable, your State Applicant will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

16.C. New Freedom Program.

If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will make awards of New Freedom funding on a competitive basis after conducting:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
(2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),

b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,

c. It will comply with the following Project selection and planning requirements:
(1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
(a) Locally developed, and
(b) Coordinated,
(2) That locally developed and coordinated plan was produced through a process that included:
(a) Representatives of public, private, and nonprofit transportation providers,
(b) Representatives of public, private, and nonprofit human services providers, and
(c) Participation by the public,

d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
(1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
(2) It will have consulted with responsible local officials and publicly owned operators of public transportation in each area for which the amount to be transferred was originally awarded,

e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New Freedom Program, authorized by former 49 U.S.C. 5317, and

2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310. Therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:

a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
(1) Legal capacity,
(2) Financial capacity, and
(3) Technical capacity,

b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,

c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,

d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
(1) Competitive procurement (as defined or approved by FTA), as required by

49 U.S.C. 5325(a),

(2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),

(3) "Buy America" under 49 U.S.C. 5323(j),

(4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),

(5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and

(6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

f. It:

(1) Has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),

(2) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and

(3) Will provide and, as necessary, will require each Subrecipient to provide, the local share funds when needed,

g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and

h. To the extent applicable, it will comply with and, as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.

The Certifications in Group 17 are required for funding under:

17.A. The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c))(1), as amended by MAP-21.)

17.B. The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (Separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)

17.C. The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and

17.D. The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by

MAP-21 cross-cutting requirements that apply.

(Separate Certifications and Assurances have been established for an Indian tribe that is an Applicant for a Tribal Transit Project financed with funding made available for 49 U.S.C. 5311(c).)

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Group 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,

6. Its Projects in its Formula Grants for Rural Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus facilities,
      (3) Joint-use facilities,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Governor of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State's intercity bus service needs are being met adequately.

17.B. Formula Grants for Other Than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):

   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b), within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b), with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
   a. The Statewide Transportation Improvement Program, and
   b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
   a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
   b. Will provide the local share funds sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
   a. The Recipient in possession of the facility or equipment consents to the transfer, and
   b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
   a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
      (1) Planning and marketing for intercity bus transportation,
      (2) Capital grants for intercity bus shelters,
      (3) Joint-use stops and depots,
      (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
      (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
   b. It will provide to the Federal Transit Administrator a Certification from the Chief Executive Officer of the State that:
      (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
      (2) The State's intercity bus service needs are being met adequately.

17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the FTA grant. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its Project with FTA. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2014 are included in these FTA Certifications and Assurances for FY 2014. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than $100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS.

The Certifications in Group 18 are required for funding under:

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
   a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
   b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and
7. It will comply with the Certifications, Assurances, and Agreements in:
   a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
   b. Group 05.B (Bus Testing),
   c. Group 06 (Demand Responsive Service),
   d. Group 07 (Intelligent Transportation Systems), and
   e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAM

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

The Certifications in Group 19 are required for funding under:

19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and

19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49 requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
   a. Any senior,

b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability), and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

5. When carrying out a procurement under this Program, it will comply with the:
   a. General Provisions of 49 U.S.C. 5323, and
   b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
   a. Informed or will inform the public of the amounts of its funding available under this Program,
   b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
   c. Published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
   d. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
   e. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally funded transportation services supported by other United States Government sources,
   f. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   g. Made or will make the final list of Projects available to the public,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,
8. It will comply with:
   a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
   b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

19.B. Clean Fuels Grant Program.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain the Project equipment and facilities adequately,
4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
   a. Elderly individuals,
   b. Individuals with disabilities,
   c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and
   d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   c. "Buy America" under 49 U.S.C. 5323(j),
   d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds from sources approved by FTA, and
   c. Will provide the local share funds when needed,

8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
9. It has a locally developed process to solicit and consider public comment before:
   a. Raising a fare, or
   b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
   a. It will consult with the appropriate Federal land management agency during the planning process, and
   b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore as specified under former 49 U.S.C. 5307(d)(1) except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and

(3) Technical capacity,

b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,

c. It will maintain the Project equipment and facilities adequately,

d. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
   (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
   (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
   (3) "Buy America" under 49 U.S.C. 5323(j),
   (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
   (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
   (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,

f. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c). Specifically, it:
   (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,
   (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
   (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
   (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
   (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
   (6) Has made or will make the final list of Projects available to the public,

g. It:
   (1) Has or will have the amount of funds required for the local share,
   (2) Will provide the local share funds from sources approved by FTA, and
   (3) Will provide the local share funds when needed,

h. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304, and

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
   a. Legal capacity,
   b. Financial capacity, and
   c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. When carrying out a procurement for its Project, it will comply with the:
   a. The Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 C.F.R. part 18,
   b. General Provisions of 49 U.S.C. 5323, and
   c. Third Party Contract Requirements of 49 U.S.C. 5325,
5. As required by 49 U.S.C. 5329(e)(6)(C), it:
   a. Has or will have the amount of funds required for the local share,
   b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
      (1) Any Federal funds,
      (2) Any funds received from a public transportation agency, or
      (3) Any revenues earned by a public transportation agency, and
   c. Will provide the local share funds when needed,
6. It meets the applicable requirements of 49 C.F.R. part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to other Certifications and Assurances you must select on its behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:

24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and

24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected on its behalf that apply to its Project, itself, any Subrecipient, or other Third Party Participant in its Project, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including, but not limited to, obtaining sufficient documentation from each Subrecipient and other Third Party Participants to assure the validity of the applicable Certifications and Assurances selected on behalf of your Applicant.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not

more than fifty (50) percent of the peak hour fare will be charged to the following individuals:

(1) A senior,

(2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design, or

(3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), and

(4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),

e. When carrying out a TIFIA-funded procurement, it will comply with:

(1) 49 U.S.C. 5323, and

(2) 49 U.S.C. 5325,

f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:

(1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),

(2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,

(3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with:

(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:
   (1) Raising a fare, or
   (2) Implementing a major reduction of public transportation, and
j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
   a. It is eligible to receive Federal funding for those expenses, and
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*)
4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 et seq., and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
   a. 23 U.S.C. 610, as amended by MAP-21,
   b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
   c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
   d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
   a. It and FHWA, FRA, and FTA, or
   b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
   a. 23 U.S.C. 610, as amended by MAP-21,

b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
d. Federal guidance pertaining to the SIB Program,
e. The Cooperative Agreement establishing the State's SIB Program, or
f. The FTA Grant Agreement,

4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
   a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
      (1) Legal capacity,
      (2) Financial capacity, and
      (3) Technical capacity,
   b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
   c. It will maintain its Project equipment and facilities adequately,
   d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
      (1) A senior,
      (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 *et seq.*), or
      (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 *et seq.*),
   e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
      (1) General Provisions of 49 U.S.C. 5323, and
      (2) Third Party Contract Provisions of 49 U.S.C. 5325,
   f. It has complied with or will comply with 49 U.S.C. 5307(b), because it:
      (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
      (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
      (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will

have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,

(5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally funded transportation services supported by other United States Government sources,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and

(7) Has made or will make the final Program of Projects available to the public,

g. It:

(1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,

(2) Will provide the local share funds from sources approved by FTA, and

(3) Will provide the local share funds when needed,

h. It will comply with the:

(1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and

(2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,

i. It has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation, and

j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d),

2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with its Project unless:

a. It is eligible to receive Federal funding for those expenses, and

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and

3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: City of Englewood, Colorado

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

Group	Description	
01.	Required Certifications and Assurances for Each Applicant.	X
02.	Lobbying.	X
03.	Procurement and Procurement Systems.	X
04.	Private Sector Protections.	
05.	Rolling Stock Reviews and Bus Testing.	
06.	Demand Responsive Service.	
07.	Intelligent Transportation Systems.	
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	
10.	Alcohol and Controlled Substances Testing.	
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	
12.	State of Good Repair Program.	
13.	Fixed Guideway Modernization Grant Program.	
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).	
15.	Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.	
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	
18.	Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).	
19.	Low or No Emission/Clean Fuels Grant Programs.	
20.	Paul S. Sarbanes Transit in Parks Program.	
21.	State Safety Oversight Program.	
22.	Public Transportation Emergency Relief Program.	
23.	Expedited Project Delivery Pilot Program.	
24.	Infrastructure Finance Programs.	

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Englewood, Colorado

Name and Relationship of the Authorized Representative: Randy P. Penn, Mayor

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name Randy P. Penn, Mayor
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Englewood, Colorado

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature_____ Date: _____

Name Daniel L. Brotzman, City Attorney
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

EXHIBIT B

INTERGOVERNMENTAL AGREEMENT ENGLEWOOD LIGHT RAIL CORRIDOR NEXT STEPS STUDY

PARTIES

City of Englewood, Colorado (Englewood)
City of Sheridan, Colorado (Sheridan)

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into on the _____day of_____, 2014, by and between the City of Englewood, a Colorado home rule municipality acting by and through its Community Development Department, hereinafter referred to as "Englewood", and the City of Sheridan, a Colorado home rule municipality, hereinafter referred to as "Sheridan"; collectively referred to as "Parties".

RECITALS

Englewood and Sheridan are authorized by state statute and their respective home rule charters to enter into intergovernmental agreements for the sharing and or provision of services.

Englewood and the Regional Transportation Department ("RTD") have entered into an intergovernmental agreement regarding funding assistance for the development of a Station Area Master Plan Next Steps Study ("Plan") for the area designated as the Bates, Englewood and Oxford Station areas located adjacent to the Southwest Light Rail transit line.

The Plan's objectives are to provide a strategic road map for local government actions that can foster development, advance the design of transportation improvements all of which support the Denver Regional Council of Governments Station Areas / Urban Center Studies Eligibility and Evaluation Criteria and RTD's Transit Oriented Development policy.

The Plan is funded by a grant in the amount of Two Hundred and Forty Thousand Dollars ($240,000) from the Federal Highway Administration, which is administered by RTD and calls for a match of Fifty Thousand Dollars ($50,000) in funds provided by Englewood plus Ten Thousand Dollars ($10,000) of in-kind project management billable hours.

The Denver Regional Council of Governments requested that Englewood partner with Sheridan in order to study the following Sheridan transportation infrastructure improvements within the scope of the Plan:

- Oxford Avenue Protected Bikeway- Oxford Station to Fort Logan
- Oxford Station Pedestrian Bridge (Tunnel – Station Connection to west side of Santa Fe Drive).

Sheridan finds that the above infrastructure improvements would be of benefit to the community and desires to enter into an intergovernmental agreement with Englewood under which it would contribute Ten Thousand Dollars ($10,000) which will leverage an additional Forty Thousand Dollars ($40,000) of federal grant funds for development of the Plan.

TERMS AND CONDITIONS

Englewood will serve as the Plan's Project Manager. Sheridan will be kept apprised of all correspondence between the Englewood project manager, RTD, and the Consultant who will develop the Plan.

Sheridan representatives will be invited by Englewood to participate in the consultant proposal selection process. Englewood reserves the right to have final decision making authority over the selection of the consultant team.

Sheridan shall upon execution of the IGA submit its Ten Thousand Dollar ($10,000) local match to Englewood, which will manage hourly consultant billing and reimbursable expenses. Sheridan's local match will be accounted for separately from Englewood's funds and records of such expenditures shall be provided to Sheridan upon its request. The cost as determined by the Consultant for the "Sheridan Transportation Improvements: Alternatives Development, Design, and Evaluation" portion of the Plan will be paid exclusively from Sheridan's local match. Any additional funds leveraged by Sheridan's local match will be used to fund the following Project tasks that are needed to perform the "City of Sheridan Alternatives Development, Design, and Evaluation" portion of the Plan:

- Project Kick Off: Agency Coordination and Public Involvement Plan
- Study Area Data Collection and Conditions Assessment

Should the amount of federal funds made available for the Plan be less than Two Hundred Forty Thousand ($240,000), the federal funding shall be split between Englewood and Sheridan at an Eighty (80) percent ratio to Englewood and Twenty (20) percent ratio to Sheridan.

This Agreement will remain in place until the Plan's final Project deliverables from the Consultant have been accepted by the Parties.

Should the Station Area Master Plan between Englewood and RTD be terminated for any reason, this Agreement shall terminate and any unencumbered and unspent funds deposited by Sheridan shall be returned upon the

closing of the Project.

Any notices, bills, invoices, or other documents required by this Agreement shall be sufficiently delivered if sent by the parties in the United States mail, postage prepaid, or by email to the parties at the following addresses:

City of Sheridan	City of Englewood
4101 So. Federal Blvd.	1000 Englewood Parkway
Sheridan, CO 80110	Englewood, CO 80110
Attn: Devin Granbery, City Manager ry@	Attn: Gary Sears, City Manager

Miscellaneous.

a. *Assignment*. Except as otherwise provided in this Agreement, no party may assign the Agreement and/or any of its rights and obligations hereunder without the prior written consent of the other parties.

b. *Merger*. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and all prior agreements, understandings, or negotiations shall be deemed merged herein. No representations, warranties, promises, or agreements, express or implied, shall exist between the parties, except as stated herein.

c. *Amendment*. No amendment to this Agreement shall be made or deemed to have been made unless in writing, as agreed upon and executed by all parties.

d. *Governing Law*. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. Venue for any action hereunder shall be in Arapahoe District Court, Colorado.

e. *Authority.* The parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

f. *Severability*. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity, or failure shall not affect the validity of any other terms or provision hereof.

g. *Waiver*. The waiver of any breach of a term hereof shall not be construed as a

waiver of any other term, or the same term upon a subsequent breach.

h. *No Third Party Beneficiaries*. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the parties to this Agreement that any person or entity other than the parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

i. *Changes in Law*. This Agreement is subject to such modifications as may be required by changes in state or federal law. Any modification shall be discussed and agreed upon by the parties and be incorporated in this Agreement by a written amendment signed by the parties.

j. *Counterparts*. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF ENGLEWOOD, COLORADO

_____

Randy P. Penn, Mayor

ATTEST:

_____

Loucrishia A. Ellis, City Clerk

CITY OF SHERIDAN, COLORADO

_____

Dallas Hall, Mayor

ATTEST:

_____

Arlene Sagee, City Clerk

APPROVED AS TO FORM:

_____

William P. Hayashi, City Attorney

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
June 2, 2014	9 c i	Resolution for a Supplemental Appropriation to the 2014 Budget

Initiated By:	Staff Source:
Finance and Administrative Services Department	Frank Gryglewicz, Director

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

At the January 27, 2014 Study Session, City Council and staff discussed Xcel Energy's "Solar Garden" program. In 2013, City staff had been contacted by the Clean Energy Collective (CEC); the CEC administers Xcel Energy's "Solar Garden Community Program." The Solar Garden Community Program allows the City to purchase solar panels as part of a solar array in Aurora. A portion of the electricity generated by the array is used to offset the electricity used in City facilities.

Council requested staff draft a resolution for a supplemental appropriation for $30,000 and present it at a regular meeting for Council's consideration. Council approved Resolution 37, Series of 2014 on February 18, 2014.

RECOMMENDED ACTION

Staff recommends City Council approve the attached resolution for a supplemental appropriation to the 2014 Budget for the following:

SOURCES AND USES OF FUNDS:

CAPITAL PROJECTS FUND:

SOURCE OF FUNDS:

Undesignated Fund Balance	$4,634

USE OF FUNDS:

Additional Funding for Solar Garden Project	$4,634

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

City Council has made energy efficiency and investment in renewable energy sources a priority for a number of years. The Xcel Energy Solar Community Program provides an opportunity for the City to invest in renewable solar power to offset the electrical power used in Englewood facilities.

At the January 27, 2014 Study Session, Council was initially presented with a five and ten year financing proposal but decided on a one-time purchase to offset power used at the Belleview pumping station. The total cost (including this proposed supplemental appropriation) is $34,634 with an estimated payback period of just over four years. The $34,634 will pay for 42 panels, generating 235 watts.

FINANCIAL IMPACT

The Capital Project Fund will have a $4,634 reduction in Unassigned Fund Balance if Council approves the attached resolution.

LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. _____
SERIES OF 2014

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF FUNDS FOR CLEAN ENERGY COLLECTIVE (CEC) SOLAR GARDEN COMMUNITY PROGRAM.

WHEREAS, the City of Englewood is required by City Charter to ensure that expenditures do not exceed legally adopted appropriations; and

WHEREAS, the 2014 Budget was submitted and approved by the Englewood City Council on October 21, 2013; and

WHEREAS, Clean Energy Collective (CEC), which administers Xcel Energy's "Solar Garden Community Program" contacted the City of Englewood; and

WHEREAS, the Solar Garden Community Program allows the City to purchase solar panels as part of a solar array in Aurora, Colorado; and

WHEREAS, a portion of the electricity generated by the array is used to offset the electricity used in City facilities; and

WHEREAS, the Englewood City Council has made energy efficiency and investment in renewable energy sources a priority for a number of years; and

WHEREAS, the Xcel Energy Solar Community Program provides an opportunity for the City to invest in renewable solar power to offset the electrical power used in Englewood facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Budget for the General Fund of the City of Englewood, Colorado, is hereby amended for the year 2014, as follows:

SOURCES AND USES OF FUNDS:

CAPITAL PROJECTS FUND:

SOURCE OF FUNDS:	
Undesignated Fund Balance	$4,634
USE OF FUNDS:	
Additional Funding for Solar Garden Project	$4,634

Section 2. The City Manager and the Director of Finance and Administrative Services are hereby authorized to make the above changes to the 2014 Budget for the City of Englewood.

ADOPTED AND APPROVED this 2nd day of June, 2014.

ATTEST:

_____
Randy P. Penn, Mayor

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. _____, Series of 2014.

_____
Loucrishia A. Ellis, City Clerk

COUNCIL COMMUNICATION

Date:	Agenda Item:	Subject:
June 2, 2014	9 c ii	Motion to approve agreement with the Clean Energy Collective for purchase of solar panels.

Initiated By:	Staff Source:
City Manager's Office	Michael Flaherty, Deputy City Manager

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council has expressed interest in energy conservation in conjunction with the operation of City facilities. Several options for offsetting energy usage of high demand City facilities was discussed at the Council Study Session on January 27, 2014, and an appropriation of $30,000 for this purpose was approved by Council on February 18, 2014. City Council is scheduled to consider an additional supplemental appropriation of $4,634 at the June 2, 2014 meeting.

RECOMMENDED ACTION

Staff recommends Council approval, by motion, of an agreement between the City and the Clean Energy Collective (CEC).

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

Staff was contacted late last year by the Clean Energy Collective (CEC), an entity that administers the Xcel "Solar Rewards Community" program. Under this program the City of Englewood may purchase solar panels in the Arapahoe County Xcel solar array in Aurora to offset Xcel electrical energy used at selected Englewood facilities with high demand factors. After staff review, a one-time purchase of solar panels to offset energy usage at the Parks and Recreation Belleview pumping station is recommended. The one-time cost of the system (42 panels @ 235 watts each) is $34,634, with a payback period of slightly over four years. The total savings over the 20 year term of the agreement is $215,462, for a net savings estimated at $188,708.

FINANCIAL IMPACT

Total cost:	$34,634 (one-time cost, including maintenance)
Cost savings:	$215,462 ($188,708 net) over the 20 year term of the agreement. (A pay-back of just over 4 years)

LIST OF ATTACHMENTS

Agreement with CEC

COMMUNITY SOLAR INTEREST PURCHASE AND ENERGY AGENCY AGREEMENT

This Community Solar Interest Purchase and Energy Agency Agreement (the "***Agreement***") is made by and between the City of Englewood ("***Customer***"), a Colorado municipality with an address of 1000 Englewood Parkway, Englewood, CO 80110, and a utility account serving the address set forth in **Appendix A** (the "***Location***"), and Can Solar 1, LLC, a Colorado limited liability company with principal offices at 3005 Center Green Drive Suite 205, Boulder, CO 80301 ("***Company***"), effective as of the Effective Date (as set forth in **Appendix A**) (Customer and Company are referred to individually as a "***Party***" and collectively as the "***Parties***"). Capitalized terms used in this Agreement shall have the meanings set forth in the body of this Agreement and/or in an **Appendix**.

RECITALS

A. Customer is a customer of Public Service Company of Colorado d/b/a Xcel Energy (the "***Utility***") for electric service at the Location, and desires to participate in the Solar*Rewards Community program currently offered by Utility pursuant to the terms of a Rate Schedule found at Colo. PUC No. 7 Electric, Sheet Nos. 94 through 94G (the "***Program***"), as may be amended from time-to-time.

B. Company has constructed or intends to construct a community solar garden as that term is defined in the Program at the location set forth in **Appendix A** (the "Facility"). Company will also interconnect the Facility with the Utility pursuant to the terms of a power purchase agreement, interconnection agreement, any applicable tariff, and/or any other required agreement with Utility (collectively, the "ICA") pursuant to which Company and/or its Affiliate will deliver power generated at the Facility to Utility and Utility will provide credits on the bills for certain customers for power generated by the Facility ("***Bill Credits***"), as set forth in the ICA and the Program and as directed by Company and/or its Affiliate.

C. Customer wishes to purchase from Company the electric generating capacity and actual electric production of solar panels at the Facility with nameplate electric generation capacity as set forth on **Appendix A** and intends for this purchase to qualify as the acquisition of a Photovoltaic Energy Subscription (the "***Interest***") as that term is defined in the Program.

D. Customer wishes to appoint Company as Customer's agent with authority to deliver and sell power and related Environmental Attributes (as defined in **Appendix B**) attributable to the Interest. Customer also wishes to appoint Company as Customer's agent with authority to exchange information with Utility with respect to Customer's account for electric service at the Location to effectuate the terms of this Agreement, the ICA and the Program.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, Customer and Company agree as follows:

1. Purchase of Interest

1.1 Sale and Purchase. Company hereby sells to Customer, and Customer hereby purchases from Company, the entire electric generating capacity of solar panels at the Facility with nameplate electric generation capacity as set forth on **Appendix A** (the "***Capacity***") along with the actual electric production attributable to the Capacity (the "***Customer Output***"), calculated as set

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forth in **Appendix B**, for the Term (as defined herein). The Capacity represents the percentage of the total nameplate electric generating capacity of the Facility as set forth on **Appendix A** as Customer Portion (as defined in **Appendix B**).

1.2 Purchase Price. Customer agrees to pay Company for the Capacity, the Customer Output, and all other services and rights under this Agreement, the total amount of $34,545.00 (the "***Purchase Price***" as further defined in **Appendix B**), payable as set forth below.

(a) Timing of Payment. If the Facility is interconnected with Utility as of the Effective Date of this Agreement, Customer shall pay the entire Purchase Price on or before the Effective Date. If the Facility is not interconnected with Utility as of the Effective Date, Customer shall pay a deposit and the balance of the Purchase Price as set forth in Sections 1.2(b) and (c).

(b) Deposit. If the Facility is not interconnected with Utility as of the Effective Date, Customer shall pay a deposit in the amount of ten percent of the Purchase Price (the "***Deposit***") on or before the Effective Date of this Agreement. The Deposit shall be refundable upon request of the Customer made in writing at any time before payment of the balance of the Purchase Price is due under Section 1.2(c), in which case this Agreement shall terminate.

(c) Balance. If Customer has paid a deposit under Section 1.2(b), then Customer shall pay the balance of the Purchase Price within seven (7) days after Company provides notice to Customer that the Facility has been interconnected to the Utility and is capable of delivering electricity to Utility. Company may provide such notice by mail, email, or fax addressed as set forth in Appendix A. Notice by email or fax is effective when sent. If Customer does not pay the balance of the Purchase Price as required by this Section, then Company may, at its sole option, terminate this Agreement by refunding the Deposit.

2. Appointment of Company as Customer's Agent

2.1 Sale of Energy and Environmental Attributes. Customer hereby appoints Company and its Affiliates as Customer's exclusive and authorized agent with full power and authority to deliver, assign, transfer, and sell all of the Customer Output to Utility pursuant to the terms of the ICA as it may be amended or replaced from time to time, and to enter into, administer, and enforce the ICA on Customer's behalf. Customer also appoints Company and its Affiliates as Customer's exclusive and authorized agent with full power and authority to deliver, assign, transfer, and sell all of the Environmental Attributes associated with the Capacity and the Customer Output to Utility and/or other third parties. Customer waives, relinquishes, and quitclaims any right, claim, and interest in the Customer Output and associated Environmental Attributes. Customer shall execute any additional documents and instruments necessary to evidence the Environmental Attributes and to effect or evidence the transfer of the Environmental Attributes to Company and/or its Affiliates, Utility, a third party, or their designee.

2.2 Interaction with Utility. Customer hereby appoints Company and its Affiliates as Customer's authorized agent with full power and authority to provide information to Utility as provided in the ICA and the Program to allow Utility to provide Bill Credits to which Customer may be entitled, based on Customer's Interest, on Customer's account and bills for electric service from Utility to the Location. Such information includes, but is not limited to, Customer's name, address, Utility account number, the Capacity, Customer's Portion, and the

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Customer Output, on a monthly or other periodic basis. Customer retains authority to communicate with, instruct, and direct the Utility with respect to other matters pertaining to electric service to the Location, as well as with respect to Customer's participation in the Program.

2.3 Release/Letter of Authorization. Customer will permit Utility to release consumption and other information to Company to effectuate the terms of this Agreement, the ICA and the Program. Customer will execute any documents reasonably requested by Utility and Company to permit the release of such information.

2.4 Effect of Termination of Program by Utility. In the event Utility ceases to offer the Program or a comparable substitute, then the Parties shall use commercially reasonable efforts to explore and consider alternative means by which Customer may realize value from the Interest. If the Parties agree to a different arrangement, that will be documented in a new agreement. If the Parties are unable to so agree, then provided that Customer is not in default of this Agreement and this Agreement has not been earlier terminated, Customer may exercise its Purchase Option as set forth in Section 9 of this Agreement by giving 90 days' notice after the date Utility ceases to offer the Program or a comparable substitute. Whether or not Customer chooses to exercise the Purchase Option as set forth above, this Agreement will terminate on the date when Utility ceases to offer bill credits or other payments to Customer in respect of the Interest.

3. Bill Credits and Incentive Payments

3.1 Payable by Utility. Customer shall be entitled to receive credits on its bills from Utility in respect of the Customer Output, to be made solely by Utility and according to the terms of the Program. Customer acknowledges that the duration, terms and conditions of the Program, including the amount of Bill Credits to be applied, are subject to the sole and exclusive control of Utility. For informational purposes only, as of the Effective Date, the Program provides that Utility shall provide a bill credit in the amount of $0.39669_per kilowatt-hour for the Customer Output, and also provides that this rate may be revised by Utility from time-to-time. Customer acknowledges that Company has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as bill credits.

3.2 Incentive Payments. Customer acknowledges that Utility and/or another third party may provide incentives and/or renewable energy incentives, including payments or bill credits, with respect to the Environmental Attributes attributable to Customer's Interest, or otherwise, other than as a bill credit for Customer Output as addressed in Section 3.1 (collectively, the "***Incentives***"), and that Utility and/or another third party may pay the Incentives directly to Company and/or its Affiliates. Customer waives, relinquishes, and quitclaims any right, claim, and interest in the Incentives and, to the extent necessary, assigns all right, title, and interest to the Incentives to Company and acknowledges that Customer is not entitled to retain any such Incentives. Customer hereby authorizes Company to notify Utility that Customer has assigned such Incentives to Company and that Utility may make any such payment to which Customer may otherwise be entitled directly to Company. Customer will promptly execute any additional documents as requested by Utility, Company and/or another third party necessary for Company to claim such Incentives and/or to enable or authorize Utility and/or another third party to make such payments directly to Company. In the event that Utility and/or another third party provides any such Incentives directly to Customer, whether as a payment or bill credit, Customer agrees to inform Company and to pay the amount of such Incentives to Company within ten (10) days of Customer's receipt.

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3.3 No Other Payments. Customer acknowledges and agrees that Company's only obligations with respect to payments to Customer are that Company shall request and use commercially reasonable efforts to require Utility to make Bill Credits and the REC Payments discussed in Section 3.4 below. In addition, Company shall not be required to request Utility to make any credits or Payments in excess of the limitations set forth in Section 6.3 of this Agreement.

3.4 REC Payments. The Incentives may include payments made to Company by Utility in respect of RECs assigned to Utility relating to the Facility (the ***"REC Payments"***). Company agrees to share with Customer a portion of the REC Payments it actually receives from Utility. Customer acknowledges and agrees that Company shall first apply a portion of the REC Payments to the O&M Fund as described in Section 5. Company shall pay to Customer all amounts remaining, if any, from the REC Payments that are not applied to the O&M Fund, on a quarterly basis (the Customer REC Payments). The Customer REC Payments will be made to Customer by bill credit, check or electronic funds transfer within 30 days following the end of a calendar quarter in respect of REC Payments received for the prior calendar quarter.

4. Term and Termination

4.1 Term. The Term of this Agreement shall be the Initial Term plus any Extended Term, unless the Agreement is terminated earlier as provided in Section 4.4, in which case the Term shall expire on the effective date of such termination.

4.2 Initial Term. The Initial Term of this Agreement shall commence on the Effective Date and end twenty (20) years after the Interconnection Date set forth in Appendix A.

4.3 Extended Term. In the event that the term of the ICA continues or is extended beyond the Initial Term, the term of this Agreement shall automatically be extended for commensurate terms (the ***"Extended Terms"***).

4.4 Termination.

(a) Termination of ICA. This Agreement will terminate automatically upon the expiration or termination of the ICA unless a new ICA is entered as provided in section 2.1.

(b) Material Breach. Either Party may terminate this Agreement upon written notice if a Party breaches any of the material terms of this Agreement, including without limitation the representations and warranties. Before terminating the Agreement, the non-breaching Party shall give the breaching Party written notice of the breach and thirty (30) days to cure any such breach to the non-breaching Party's reasonable satisfaction.

(c) Termination in Other Events. This Agreement may also be terminated as provided in Sections 1.2, 2.4, 8.3, 8.4, 9.4, and 17.

(d) Survival. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 3.2, 11, 12, and 13.

5. Operation and Maintenance of Facility

5.1 Company shall perform acts necessary or appropriate for the proper operation and maintenance of the Facility. Company shall employ or retain qualified personnel to perform

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services customarily performed with respect to property of the type comprising the Facility, in keeping with industry standards, and shall pay such persons reasonable compensation for performing such services. Company will initially appoint or has appointed CE Services, Ltd. as property manager to operate and maintain the Facility.

5.2 In order to ensure that there is sufficient funding to pay for initial operation and maintenance of the Facility, Company shall deposit $296.10 into a segregated and independently administered account with a reputable banking institution or savings and loan association within twenty (20) business days of the receipt of the full Purchase Price, as defined in Section 1.2, from the Customer, which segregated account shall be dedicated solely to the costs of operation and maintenance of the Facility as provided in this Section 5 and the payment of insurance costs (the "O&M Fund"). The money to be deposited in the O&M Fund as set forth in this Section 5 is for the benefit of the entire Facility, not just the portion that represents Customer's Interest.

5.3 Supplemental Operation and Maintenance Fee. Company shall be entitled to utilize additional funds from what would otherwise be paid as Customer REC Payments (the "Recurring O&M Fee"). The Recurring O&M Fee shall be $0.02 per kWh of Customer Output. Customer hereby authorizes Company to make deductions for the Recurring O&M Fee. Any amounts Company receives as a Recurring O&M Fee will be deposited into the O&M Fund.

6. Customer's Representations and Warranties

Customer represents and warrants the following:

6.1 Utility Customer Status. Customer is an electric service customer of Utility at the Location and shall so remain for the entire Term of this Agreement, except as permitted in section 8.2.

6.2 Provision of Information to Utility. Customer shall provide to Utility all applications, documentation and information required by Utility and otherwise to qualify Customer to participate in the Program.

6.3 Maximum Capacity. Customer's Capacity does not and shall not exceed the limitations set forth in **Appendix** C (the "***Maximum Capacity***"). Customer acknowledges that Utility is not obligated to make any payment or bill credit to the extent Customer's Capacity exceeds those limitations. Customer also acknowledges that the limitations set forth in **Appendix C** are derived from the ICA and the Program and agrees that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the ICA or the Program.

6.4 No Other Assignment or Authorization. Customer has not assigned or sold the Capacity, Interest, Customer Output or Environmental Attributes to any other person or entity, and will not do so during the Term of this Agreement, except as permitted under Section 8.3. Customer has not provided any other person or entity any of the authority granted to Company under this Agreement and will not do so during the Term of this Agreement.

6.5 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Capacity, Customer Output or Environmental Attributes and will not do so during the Term of this Agreement. Customer may grant a security interest in the Interest and this Agreement to secure a

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loan for the Purchase Price.

7. Company's Representations and Warranties

Company represents and warrants that it shall at all times perform its obligations under the ICA and the Program and exercise commercially reasonable efforts to maintain the ICA in effect for the Term of this Agreement.

8. Change of Customer Location For the Posting of Bill Credits

8.1 Notice. Customer shall notify Company in writing thirty (30) days prior to any change in Customer's Location during the Term.

8.2 New Location Within Utility Service Territory. If Customer ceases to be a Utility customer at the Location and moves to a new location within the service territory of Utility, then Customer shall take all steps and provide all information required by Utility under the Program to transfer the Interest to the new location, which shall be substituted as the Location under this Agreement and this Agreement shall continue in effect. Customer acknowledges that it will no longer be entitled to participate in the Program, or Customer's participation may be limited, if the Location or any new location of Customer within Utility's service territory does not comply with the Utility's requirements, including but not limited to Maximum Capacity.

8.3 Transfer to Another Utility Customer. So long as permitted to do so under, and in compliance with all terms of, the Program, if Customer ceases to be a Utility customer at the Location, Customer may transfer the Interest to another Utility customer(s) who qualifies for participation in the Program (including but not limited to Maximum Capacity). Customer shall provide Company with all requested documentary evidence and information relating to the transfer, including without limitation the new customer's name, address, Utility account number, and qualification by the Utility to participate in the Program. Upon receipt of such documents and information, Company will prepare an agreement similar to this Agreement for execution by the new customer, except that the Term shall be only the remaining Term under this Agreement. Upon execution of such new agreement, this Agreement will terminate. Company shall have no obligation to assist Customer in identifying any new customer to whom Customer may transfer the Interest, nor shall Company be obligated to purchase the Interest or otherwise compensate Customer in the event Customer does not transfer the Interest. In addition, prior to obtaining approval for any such transfer, the new customer must cure all outstanding obligations of Customer under this Agreement.

8.4 Other Termination of Utility Service. If Customer ceases to be a Utility customer for electric service at the Location and does not comply with either Section 8.2 or 8.3 within the time periods set forth in the Program, then Customer shall cease to receive any billing credits or other payments from Utility in respect of the Interest and this Agreement will terminate. Customer will not make any claim against Company for payment or other compensation with respect to Customer's Interest.

8.5 Re-Assignment by Customer's Lender. In the event a Lender (as defined herein) or other third party is granted any rights under this Agreement, then in the event of Customer's default or otherwise, Company may follow any reasonable instructions by such third party with respect to changing the location and/or beneficiary of this Agreement, and Customer hereby releases Company from any liability in that regard. Any such new location or beneficiary must comply with all applicable requirements and procedures set forth in

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Section 8.3 for transfer of the Interest to another customer.

9. Purchase Option

9.1 Grant of Option. During the period beginning upon the fifth anniversary of the Interconnection Date and ending upon the last day of the Term, and provided that Customer is not in default of this Agreement and this Agreement has not been earlier terminated, Customer may purchase the solar panels upon which Customer's Interest is based, on an AS IS BASIS from Company for the Purchase Option Price as set forth in Section 9.2. In the event Customer purchases such panels, Customer will provide Company with a valid sales tax exemption certificate in respect to such purchase. Customer must give Company at least thirty (30) days, but no more than ninety (90) days, prior written notice of its election to exercise this option to purchase. Upon payment of the Purchase Option Price and execution of the Co-Location Agreement and other purchase-related documents, Company will convey ownership of the panels, including, without limitation, all Environmental Attributes (that are still owned by Company at the time of conveyance or not otherwise encumbered by Incentives, the ICA or the Program) by Bill of Sale. The obligations of both Parties in this Agreement will continue as to such panels and their output to the extent permissible under the ICA and the Program.

9.2 Purchase Option Price. The price for exercising the purchase option (the "***Purchase Option Price***") shall be (a) the fair market value of the panels as of the Exercise Date, minus (b) the product of (i) the fraction obtained by dividing the number of years remaining in the Term by 20 and (ii) the Purchase Price; however, in no event shall the Purchase Option Price be less than $1.00. If the Parties cannot agree to a fair market value, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the fair market value of the panels. Such appraiser shall act reasonably and in good faith to determine the fair market value of the panels on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Notwithstanding any other provision of this Agreement to the contrary, in the event Customer has elected to purchase the panels before the fair market value is finally determined, then Customer shall have the right to withdraw such election without liability or obligation to Company within thirty (30) days after the date upon which Customer receives notice of the final determination of such fair market value.

9.3 Continuing and Additional Obligations Following Purchase. In the event Customer exercises this purchase option, except if done under Section 2.4, it is the Parties' intention that Company shall continue to sell and deliver the Customer Output and all Environmental Attributes to Utility and/or another third-party and that Utility shall continue to provide bill credits to Customer to the extent permissible under the ICA and the Program, and that this Agreement shall continue to operate for the Term. If Customer is no longer permitted to participate in the Program after purchasing the panels, then the Parties shall explore and consider alternative means by which Customer may realize value from the Panels.

9.4 Removal or Sale of Panels. Following exercise of its purchase option, Customer may request Company to remove Customer's panels from the Facility. Customer shall be required to pay all costs of removal as determined by Company in its sole discretion, including but not limited to any required modifications to the Facility to accommodate such removal, in advance of Company performing any such work. Upon completion of such removal, this Agreement shall terminate. Customer may also sell Customer's panels, to the extent permitted by law, to another Utility customer who qualifies for participation in the

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Program and in compliance with all of the requirements and procedures of Section 8.3 (pertaining to transfer of Customer's Interest).

10. Assignment

10.1 Assignment by Customer. Customer may not assign this Agreement and may not otherwise assign or transfer Customer's Interest except as provided in Section 8.3. Company shall not unreasonably withhold, condition or delay its consent to any Customer request to assign this Agreement or Customer's Interest.

10.2 Assignment by Company. Except as otherwise provided in this Agreement, Company may not assign this Agreement except with the consent of Customer, which will not be unreasonably withheld, conditioned or delayed.

10.3 Permitted Actions. Provided that the Company remains responsible for the ultimate performance of Company obligations under this Agreement, Company may assign any of its rights, duties, or obligations under this Agreement to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, without Customer's prior written consent.

11. Dispute Resolution

11.1 Credit or Payment Dispute. If Customer disputes the amount of any Bill Credit or Customer REC Payment made under this Agreement, Customer shall provide written notice explaining the dispute to Company, along with documentation sufficient to support Customer's claim. Company shall consider Customer's claim and respond in writing within twenty (20) days.

11.2 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Colorado without regard to its conflict of laws rules.

11.3 Attorney's Fees and Costs. In any proceeding to enforce any of the provisions or rights under this Agreement, the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees incurred by the prevailing Party.

12. Reporting and Marketing

Customer authorizes Company and its affiliates to use Customer's name and Capacity ("***Customer Information***") for reporting and marketing purposes. Company shall use the Customer Information only for official reporting to governmental authorities, Utility, public utility commissions, and similar organizations, and in marketing material generated and distributed by Company or its affiliates. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will Company release or otherwise publish any information collected from Customer other than the Customer Information. Notwithstanding this Section, Company will not use or disclose Customer's name for marketing purposes if Customer provides written notice prohibiting such use.

13. Applicability of Open Records Act

The parties acknowledge and agree (a) that the Customer is required to comply with the Colorado Open Records Act, and (b) that the terms of this Agreement contain and constitute confidential and privileged market information and trade secrets of Company, which if disclosed to Company's competitors could harm the Company. The Customer agrees to not

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disclose the terms hereof to any other entity or person, except whereas Customer is required to publish details of agreements that are approved during a City Council meeting, for the limited purpose of facilitating the business relationship with Company and the transactions contemplated herein or as may be required under the Open Records Act or other requirements of law. Customer will advise Company of any request for the foregoing information under the Open Records Act.

14. Notices

In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Company:	Can Solar 1, LLC PO Box 1828, Boulder, CO 80306 Attn: Manager Fax No.: 970-692-2592
To Customer:	As set forth in **Appendix A**.

15. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral. Customer acknowledges that it will also execute Utility's SRC Subscriber Agency Agreement for the Program. In the event of any conflict between the terms of that agreement and this Agreement, this Agreement shall control.

Customer acknowledges that the Utility's SRC Subscriber Agency Agreement is needed for participation under the Program. In the event that Customer elects not to execute the Utility's SRC Subscriber Agency Agreement, or the Customer elects to revoke or cancel the Utility's SRC Subscriber Agency Agreement, then the Customer may terminate this contract, and such termination shall be considered a termination for convenience and not for breach of either Party. The provisions of the Utility's SRC Subscriber Agency Agreement shall not be considered to modify any of the terms or conditions of this Agreement, except as may be detailed in a subsequent written amendment to this Agreement, duly executed by both Parties hereto.

16. Governmental Immunity

Customer and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to Customer and its officers, attorneys or employees.

17. Annual Appropriation

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Financial obligations of the Customer under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Town Council of the City of Englewood, Colorado. If sufficient funds shall not be made available, this Agreement may be terminated by either Party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section Customer shall pay all sums due from it prior to the date of termination. The Customer's obligations hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

18. General

18.1 Modification and Waiver. This Agreement may be modified, or any provision waived, only by a written instrument signed by both Parties.

18.2 Authority. The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective Party.

18.3 Severability. Should any terms of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the Parties as the original terms and the remainder of the Agreement will remain in full force and effect.

18.4 No Partnership. Nothing contained in this Agreement will constitute Company as a joint venturer, employee, or partner of Customer, or render Company liable for any debts, obligations, acts, omissions, representations, or contracts of Customer, including without limitation Customer's obligations to Utility for electric service.

18.5 Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

Can Solar 1, LLC

By: _____ Date: 5/2/14

Name: Mark Boyer

Title: Manager

CUSTOMER

The City of Englewood, a Colorado municipal corporation

By: _____

Title: City Manager Date: _____

NAME: Gary Sears

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APPENDIX A

Customer and Facility Information

Customer Name(s):	City of Englewood
Customer's Location:	2800 S. Platte River Dr, Englewood, CO 80110
Initial Meter # for Crediting:	W40881T
Tel:	303-994-4198
Fax:	
Email:	
Facility Company Name:	
Facility Name:	Can Solar 1, LLC
Facility Location:	Aurora Arapahoe Community Solar Array 790 N. Tower Road, Aurora, CO 80011
Capacity purchased by Customer:	9.87 kW
Estimated initial annual amount of Customer Output ("Estimated initial Annual Production"):	16,538 kWh
Customer Portion:	0.01982 %
Effective Date:	
Interconnection Date:	November 15, 2013
Panels:	
Panel Locations:	

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APPENDIX B

Definitions

Capitalized terms used in the Agreement are defined as follows unless defined in the body of the Agreement.

"***Affiliate***" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"***Customer Output***" equals Customer Portion times Output for any applicable time period.

"***Customer Portion***" means the fraction or percentage obtained by dividing (i) Customer's Capacity by (ii) the total nameplate generating capacity of all panels at the Facility.

"***Effective Date***" means the date set forth on Appendix A.

"***Environmental Attributes***" means the full set of environmental, power source and emissions characteristics, whether in the form of credits (including Renewable Energy Credits), benefits, emissions reductions, offsets, allowances or by any other designation, attributable to the Capacity and Customer Output. Environmental Attributes include but are not limited to (1) any avoided emissions of carbon dioxide (CO_2), methane (CH_4), nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change as of the effective date of this agreement, or otherwise under Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere, (2) any avoided emissions of sulfur oxides (S_{ox}), nitrogen oxides (N_{ox}) and carbon monoxide (CO), and of any other pollutant of the air, soil or water (other than GHGs) that is now regulated under law, including as part of any renewable portfolio standard, or tradable under any registration or trading program; and (3) the right of the Utility and/or another third party as the owner or prospective owner of Environmental Attributes to report the ownership of accumulated Environmental Attributes to any agency, authority or other party, including without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present domestic, international or foreign Law, renewable portfolio standard or registration or trading program. One (1) MWh of energy output is assumed to be the equivalent to one unit of Environmental Attributes, subject to applicable law, standards, or trading program requirements. Environmental Attributes do not include: (i) any energy, capacity, reliability or other power attributes from the Panels or the Facility; (ii) production tax credits associated with the construction or operation of the energy projects and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation; or (iii) fuel-related subsidies or "tipping fees" that may be paid to accept or dispose of certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

"***Output***" means the actual generating output of the Facility that is delivered to Utility as measured by the Utility's meter for any applicable time period. Output is net of any electricity consumed at the Facility.

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"***Purchase Price***" equals the Total System Price less the PeakSavings Discount less any applicable rebates or incentives from the Utility (all as specified on the Closing Statement provided by Company).

Renewable Energy Credit" or "***REC***" means a contractual right to the full set of Environmental Attributes resulting from one megawatt-hour of electric energy generated from an Eligible Energy Resource, as further provided in regulations adopted pursuant to C.R.S. § 40-2-124, currently set forth at 4 CCR 733-3, Rule 3652(n), as may be amended from time to time or as further defined or supplemented by law.

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APPENDIX C

The Estimated Initial Annual Production as set forth in Appendix A shall not exceed 120% of Customer's average annual electric power consumption at the Location. In addition, should Customer have an interest in any other Community Solar Facility, the sum total of the annual production attributable to all such interests shall not exceed 120% of Customer's average annual electric power consumption at the Location. Should Customer also be a net-metered customer of Utility at the Location, the sum total of the annual production attributable to all Community Solar interests in combination with the estimated output from its net-metered Eligible Energy Resource Facility shall not exceed the limits described herein.

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COUNCIL COMMUNICATION

Date	Agenda Item	Subject
June 2, 2014	9 c iii	Water Meter and ERT Purchase

INITIATED BY	STAFF SOURCE
Utilities Department	Stewart H. Fonda, Director of Utilities

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the 2005 meter purchase in the amount of $76,785.10 at their March 21, 2005 meeting.
Council approved the 2006 meter purchase in the amount of $51,331.40 at their May 15, 2006 meeting.
Council approved the 2009 meter purchase in the amount of $114,140 at their February 2, 2009 meeting.
Council approved the 2010 meter purchase in the amount of $46,601.10 at their March 9, 2010 meeting.
Council approved the 2011 meter purchase in the amount of $69,145.00 at their May 2, 2011 meeting.
Council approved the 2012 meter purchase in the amount of $99,563.56 at their April 16, 2012 meeting.
Council approved the 2013 meter purchase in the amount of $138,847 at their April 1, 2013 meeting.

RECOMMENDED ACTION

The Water and Sewer Board, at their April 8, 2014 meeting, recommended approval by motion, for the purchase of water meters and electronic remote transmitters (ERT) from National Meter and Automation, Inc. in the amount of $87,621.36.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Utilities Department purchases water meters needed for an entire year by requesting one large bid proposal for additional cost savings. The Utilities Department is converting the metering system to the ITRON Automatic Meter Reading System. All meters and registers purchased will be compatible with the ITRON System. A portion of these meters will be resold to Englewood customers for new installations as part of the flat-rate-to-meter conversion process. Some of the meter stock will be used to replace inactive or poorly functioning meters and to convert existing meters to the ITRON system.

A portion of the 2014 order is electronic remote transmitters (ERT) for updating existing residential meters, enabling meter readers to obtain meter readings using radio frequencies. This improves accuracy, and at the same time, is a labor saving device.

100 of the meters and ERTs purchased in this order will be used to implement the metering conversion program in conjunction with the Colorado Water Conservation Board agreement. This program enables meters to be installed by the Utilities Department, allowing the customer to determine the savings of being on a metered-based bill. If the customer wishes to remain on a meter, the customer reimburses the City for the meter and installation.

FINANCIAL IMPACT

Englewood's meter and ERT order is being placed in conjunction with Denver Water Board's Contract with National Meter for the best quantity price. The purchase order is based on a previous bid by Denver

Water. Meters and ERTs will be purchased from National Meter & Automation for the amount of $87,621.36 for meters and ERTs. Of this amount, approximately $20,000 will be resold to Englewood customers for flat-rate to meter conversions.

There is money budgeted for these meters in the 2014 Budget.

LIST OF ATTACHMENTS

Approved minutes from the April 8, 2014 Water and Sewer Board meeting
Quote from National Meter and Automation, Inc.

WATER & SEWER BOARD
MINUTES
APRIL 8, 2014

Present:	Oakley, Wiggins, Habenicht, Waggoner, Penn, Olson, Lay, Gillet, Moore
Absent:	Burns
Also present:	Stewart Fonda, Director of Utilities John Bock, Manager of Administration

The meeting was called to order at 5:02 p.m.

1. MINUTES OF THE MARCH 11, 2014 MEETING AND PHONE VOTE OF MONDAY MARCH 17, 2014.

The Board received the minutes of the March 11, 2014 meeting and the resulting phone vote on March 17, 2014.

2. JIM GRAVINA – CITY DITCH AT PRENTICE & PRESCOTT IN LITTLETON.

The Board received correspondence regarding Mr. Gravina's complaint regarding someone dumping tree trimmings from cutting down a tree in his dumpster. Mr. Gravina is asking Englewood to reimburse him for his dumpster fee in the amount of $350.

Jason Clark discussed his encounter with Mr. Gravina at his warehouse at Prentice Ave. and Prescott St. in Littleton. Mr. Gravina filed a police report. John Frazier, the contractor appeared and noted that his crew was at Dad Clark Gulch when Mr. Gravina claimed the incident happened. He presented a landfill dump receipt that shows they dumped tree limbs on that day in the landfill.

Jason Clark also noted that the trees in the dumpster were bug-infested and the trees the contractor cut were live and not the same diameter.

The Board denied Mr. Gravina's claim.

3. WATER METER AND ERT PURCHASE.

The Utilities Department purchases water meters needed for an entire year by requesting one bid proposal for additional cost savings. A portion of these meters will be resold to Englewood customers for new installations as part of the flat-rate-to-meter conversion process. One hundred of the meters and ERTs purchased in this order will be used to implement the metering conversion program required by the Colorado Water Conservation Board agreement.

Motion: To recommend Council approval for the purchase of water meters and electronic remote transmitters (ERTs) from National Meter and Automation, Inc. in the amount of $87,621.36.

Moved: Waggoner Seconded: Habenicht

Motion approved unanimously.

4. CHERRY HILLS VILLAGE SAN. DISTRICT SANITARY SEWER SUPP. #4.

A request was made by the City of Cherry Hills Village Sanitation District representing the owner, Timothy J. Schmidt, for inclusion into the City of Cherry Hills Village Sanitation District. This application is for Plot 1 Cherry Hills Ranch, 2nd Amended Filing. The lot has R-3 Residential Zoning with no proposed changes on the one acre site. The property is located at 1401 E. Oxford Lane.

Motion: To recommend Council approval of a Bill for Ordinance approving the Cherry Hills Village Sanitation District Sanitary Sewer Supplement #4 for 1401 E. Oxford Lane.

Moved: Habenicht Seconded: Lay

Motion approved unanimously.

5. DENVER WATER BOARD SETTLEMENT

Stu reviewed the proposed agreement with the Denver Water Board regarding Chatfield Reservoir inflow diversions by Denver Water. Englewood will receive $600,000 to resolve

hardness issues. The agreement will enable Denver to proceed with the Gross Reservoir expansion.

The meeting adjourned at 6:50 p.m.

The next Water and Sewer Board meeting will be Tuesday, May 13, 2014 at 5:00 p.m. in the Community Development Conference Room.

Respectfully submitted,

Cathy Burrage
Recording Secretary

NATIONAL
METER AND AUTOMATION, INC.

7220 S Fraser St, Centennial, CO 80112 Tel: (303) 339-9100 Fax: (303) 649-1017

March 19, 2014

Mr. Randy Pierce
City of Englewood
Water Department
Englewood, Colorado 80110

Dear Randy,

As per your request National Meter & Automation, Inc. is pleased to offer an extension of all pricing for Badger Water Meters, Registers, and Itron 100W ERT Modules.

All pricing will remain the same as for calendar year 2013.

This pricing will remain firm thru 12/31/2014

We look forward to working with the City of Englewood for the upcoming year for your water meter and Itron needs.

Thank you,

Noel Frakes
President/CEO

NATIONAL
METER AND AUTOMATION, INC.

7220 S Fraser St, Centennial, CO 80112 Tel: (303) 339-9100 Fax: (303) 649-1017

Meter pricing for 2014

100 LF25 5/8x3/4 Brz NSF 61 Meter Body only.....$46.35 ea

100 M25 5/8 RTR w/ILC, Gal, Tx, 5'.....$80.00 ea

224 LF35 3/4x3/4 Brz NSF 62 Meter Body only.....$68.19 ea

224 M35 ¾ RTR w/ILC, Gal, Tx 5'.....$80.00 ea

20 BR70 1x103/4 Brz NSF 61 Meter Body only.....$88.35 ea

20 M70 1 RTR w/ILC, Gal, Tx, 5'.....$80.00 ea

344 ERW 1300-209 Itron 100WP, Dual Port, Integral Connector, w/Antenna Port, w/Leak Sensor Port.....$111.70 ea.

These are the same prices as the City of Englewood paid last year, 2013.

Terms: Net 30 Days
Full Freight Allowed

Thank you,

Noel Frakes
President/CEO

Meter Request 2013

			Model	Size	Unit Price	Request		Total
1	Badger Meter Body		M25	5/8"	$46.35	100		$4,635.00
2	Badger Meter Body		M35	3/4"	$68.19	224		$15,274.56
3	Badger Meter Body		M70	1"	$88.35	20		$1,767.00
6	Itron Encoder Register		M25	5/8"	$80.00	100		$8,000.00
7	Itron Encoder Register		M35	3/4"	$80.00	224		$17,920.00
8	Itron Encoder Register		M70	1"	$80.00	20		$1,600.00
13	Itron End Points / ERT		100W		$111.70	344		$38,424.80
							Total	**$87,621.36**

COUNCIL COMMUNICATION

DATE: June 2, 2014	**AGENDA ITEM:** 10 a	**SUBJECT**: Public Hearing approving rezoning 3265-3299 South Logan Street from R-1-C to 3299 South Logan Street Residences Planned Unit Development (PUD)
INITIATED BY: Shadow Creek Homes, LLC Toby Terhune P.O. Box 350909 Westminster, Colorado 80031	**STAFF SOURCE**: Brook Bell, Planner II	

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the 3299 South Logan Street Residences Planned Unit Development (PUD) on first reading May 19, 2014 and scheduled a Public Hearing for June 2, 2014 to gather public input on the proposed PUD.

RECOMMENDED ACTION

Staff recommends that Council consider testimony during the Public Hearing on Council Bill No. 31, approving the 3299 South Logan Street Residences PUD.

BACKGROUND

The subject property of this PUD is located at the northwest corner of South Logan Street and East Floyd Avenue. Land to the north, south, and east of the subject property is zoned R-1-C Single Unit Residential District. Land directly to the west of the subject property is zoned MU-R-3-B NPO Mixed Use Medium to High Density Residential and Limited Office District with a Neighborhood Preservation Overlay. Properties to the west and southwest of subject property contain several multi-unit apartment buildings.

The property at 3299 South Logan contains an existing building that was originally a church until 1967 when the Englewood Shrine Club purchased the building and obtained a variance to use it for their functions. The Shrine Club's organization thrived for many years; however, more recently the declining membership in the Englewood Shrine Club led to the members' decision to sell the building.

The variance granted to the Englewood Shrine Club in 1967 was for a club use only with additional conditions that narrowly defined the proposed use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses (24,000 s.f. minimum), the property had difficulty attracting prospective buyers or tenants to reoccupy the building.

After some time on the market, Shadow Creek Homes, LLC purchased the Shrine Club property in 2013. Mr. Terhune's company also purchased the house at 3265 South Logan Street directly north of the Shrine Club property. Between the two properties, there is enough land area to meet the minimum threshold (one-half acre) to apply for a PUD rezoning that would allow for an enhanced residential development.

PUD OVERVIEW

A Planned Unit Development establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. PUDs provide the opportunity for unified development control for multiple properties or multiple uses.

The proposed 3299 South Logan Street Residences PUD will allow a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling, and three (3) detached accessory structures above garages that may be used as dwelling units. The majority of the parking would be in detached garages with an additional surface parking pad provided for each detached accessory structure. All of the designated parking is accessed from the alley, and meets the City's parking regulations.

The two proposed new homes are setback approximately 20 feet from South Logan Street to be compatible with the existing structures to the north and south. The Site Plan includes rear yard spaces with patios between the residential uses and garages. The Landscape Plan delineates landscaping in the public right-of-way, as well as front and rear yards. All new utilities are to be placed underground between the garages and the residences. A Minor Subdivision application to reconfigure the lots has been submitted, and will be reviewed administratively if the PUD application is approved.

Architectural Character: The proposed PUD will be urban in character and respect the pedestrian scale of the neighborhood. The PUD contains architectural character standards that require a mix of pattern and color changes, a minimum masonry requirement or defined front porches, and a requirement that building entries be clearly defined with architectural elements. The exterior materials and colors of the detached accessory structure are required to compliment the overall character of the principal dwelling. Provisions for roof pitches and flat roofs are also included. It should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the design standards and guidelines of the PUD.

Permitted Uses: The subject property currently lies within the R-1-C Single Unit Residential District. The existing R-1-C Zone District allows primarily residential and public/institutional uses. The proposed PUD District Plan includes a table of allowed uses that lists the primary permitted residential and public/institutional uses. It should be noted that the proposed table of allowed uses matches the permitted uses of the R-1-C Zone District with the exception of the two-unit dwelling proposed for the Shrine Club building and the (3) detached accessory structures over the garages.

Dimensional Standards: The following table provides a comparison of dimensional requirements for principal structures between the property's existing R-1-C zone classification and the proposed PUD.

COMPARISON OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side	Rear
R-1-C District (Existing Zoning)								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a	4,500	None	35	37	32	25	3	20

COMPARISON OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side	Rear
Small Lot								
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
3299 South Logan Street Residences PUD (New Zoning)								
Existing One-Unit Dwelling (Lot 1)	4,000	None	60	33	32	15 to Porch 20 to House	North 2.3 South 3	45
One-Unit Dwelling (Lots 2 and 3)	4,500	None	50	37	32	15 to Porch 20 to House	3	45
Existing Building (Two-Unit Dwelling Lots 4 and 5)	3,500	None	60	Lot 4 37 Lot 5 29	32	15 to Porch 20 to House	North 10 South 0	50
All Other Allowed Uses	24,000	None	40	200	32	25	25	25

Residential Density: The proposed 3299 South Logan Street Residences PUD would permit a maximum of 8 dwelling units on the 0.5 acre property (including the maximum permitted 3 secondary suites above the garages). This represents a maximum density of 16 dwelling units per acre (d.u./ac.). For comparison purposes, some properties to the west and southwest of the subject property (across the alley) contain multi-unit apartment buildings with densities of between 50 d.u./ac. and 60 d.u./ac.

Setbacks: A setback is the minimum distance a structure must be located from a property line. The proposed PUD setbacks for principal structures are shown in the table of Dimensional Requirements above. The proposed setbacks for rear garages and detached accessory structures are as follows.

	Lot 1 (Existing Garage)	Lots 2, 3, & 4 (3-Car Garage & Detached Accessory Structure above)	Lot 5
Side Setback	North 2.3′ South 3′	North 1′ South 9′	3′
Rear Setback	5.9′	6′	6′

It should be noted that the detached accessory structures above the garages are limited to 400 square feet of interior space. This is the size of approximately two car bays in the garage below with an option to add an exterior patio over the third bay of the garage.

Building Height: The maximum building heights in the PUD are based on the average elevation of the finished grade at the corners of the building to the highest point of the building or structure. The maximum allowed PUD building height for all uses is 32 feet; the maximum allowed height for garages without a detached accessory structure is 16 feet.

Bulk Plane: The bulk plane regulates building mass and is a function of required setbacks and maximum building height for each type of use. The proposed PUD states that any new construction within the PUD shall meet the bulk plane shown on Sheet 04 of the PUD drawings.

The bulk plane depicted on Sheet 04 of the PUD shows the starting point of the 45 degree bulk plane starting at 16′ above grade rather than the 12′ above grade requirement in the Unified Development Code (UDC). This represents a 33% increase in bulk plane height compared to the current UDC requirement. For comparison purposes, the City of Denver's bulk plane for urban houses begins at 17′ above grade. Regardless of bulk plane requirements, the maximum height for structures in the proposed PUD is still limited to the 32′ maximum height of the R-1-C Zone District.

Parking: The UDC requires 2 parking spaces for each single-unit dwelling and 1.5 parking spaces for each multi-unit dwelling. The proposed PUD requires 2 parking spaces for each single-unit dwelling and 2 parking spaces for each multi-unit dwelling, plus 1 parking space for each detached accessory structure. The PUD provides an option for a third garage bay/parking space for Lots 2, 3, and 4; if this option is chosen, there will be an additional parking space for either the primary residence or the detached accessory structure. It should be noted that the proposed PUD has over 240 lineal feet of street frontage that permits on-street parking; this translates to approximately 10 potential on-street parking spaces fronting the proposed PUD site.

Traffic: The Public Works Department reviewed the proposed PUD request for potential impacts. Public Works concluded that a traffic impact study was not required due to the slight increase in traffic over the existing permitted density. Additionally, the Logan Street and Floyd Avenue intersection is signalized, which increases control of traffic movements in the vicinity of the PUD.

Signage: The proposed PUD will follow the standard signage regulations of the UDC for the R-1-C Zone District.

Landscaping: The UDC requires that a minimum of 40% of a property be landscaped in the R-1-C Zone District. The proposed PUD also requires that 40% of the PUD property be landscaped, as well as meeting all other landscape requirements for the R-1-C Zone District. Sheet 07 of the PUD provides more detail on the landscape plan.

Screening and Fencing: The proposed PUD will follow the standard screening and fencing regulations of the UDC for the R-1-C Zone District.

Grading and Drainage: The proposed Grading and Drainage Plan was acceptable to the City's Public Works Department.

Park Dedication: The subdivision regulations of the UDC require the dedication of park land or payment of a fee in lieu of dedication for all residential developments. The proposed Logan Street development will be required to pay a fee in lieu of dedication for the 4 to 7 new residences. This translates to a fee in lieu of dedication amount of between $ 1,690 and $ 3,070.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS

The UDC requires that Council shall only approve a proposed PUD if it finds that the proposed development complies with all applicable use, development, and design standards that are not otherwise

modified or waived according to the rezoning approval; and the proposed rezoning meets one of the following criteria:

a. *That the proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or*

   The proposed PUD will exceed the development quality standards required by the UDC for residential development as follows:

   - The proposed PUD will exceed the current UDC quality standards by specifying a variety of materials on all facades of the building; by calling for a minimum masonry percentage or defined porch on the front facade; and by requiring rear loaded garages.
   - The PUD contains architectural character standards that require a mix of pattern and color changes, and a requirement that building entries be clearly defined with architectural elements. Provisions for roof pitches and flat roofs are also included in the PUD.

b. *That the property cannot be developed, or that no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.*

As stated previously, the variance granted to the Englewood Shrine Club in 1967 was for a club use only. The 1967 variance contained conditions that narrowly defined the permitted use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses (24,000 s.f. minimum), the property has had difficulty attracting prospective buyers or viable tenants to reoccupy the building. Redevelopment of the site was only made possible with the addition of the property at 3265 S. Logan St., which created a site large enough to propose a PUD. The site is still not large enough to accommodate any other non-residential use.

In addition to the two Planned Unit Development considerations above, the UDC requires that a property rezoned to PUD must not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected. Staff has reviewed the PUD request and found the following:

- The PUD application is in conformance with the Comprehensive Plan and the Unified Development Code.
- The application is consistent with adopted and generally accepted standards of development in the City.
- The Public Works Department reviewed the proposed PUD request and concluded that there were not significant traffic impacts with this minor increase in permitted density.
- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

FINANCIAL IMPACT

The proposed 3299 South Logan Street Residences PUD will generate a one-time building use tax of about $26,000 based on a construction cost of approximately $1.5 million. The project would also generate a one-time park dedication fee-in-lieu of between $ 1,690 and $ 3,070 depending on whether the detached accessory units are constructed.

LIST OF ATTACHMENTS

Planning Commission Staff Report including Exhibits B – C (April 22, 2014)
Planning Commission Minutes (April 22, 2014)
Planning Commission Findings of Fact
Bill for Ordinance

CITY OF ENGLEWOOD
COMMUNITY DEVELOPMENT

TO: Planning and Zoning Commission
THRU: Chris Neubecker, Senior Planner ✓
Alan White, Community Development Director ✓
FROM: Brook Bell, Planner II ✓
DATE: April 22, 2014

SUBJECT: **Case ZON2014-001** - Public Hearing
3299 South Logan Street Residences Planned Unit Development

APPLICANT:
Shadow Creek Homes, LLC
Toby Terhune
P.O. Box 350909
Westminster, Colorado 80031

PROPERTY OWNER:
Shadow Creek Homes, LLC
Toby Terhune
P.O. Box 350909
Westminster, Colorado 80031

PROPERTY ADDRESSES:
3265-3299 South Logan Street

REQUEST:
The applicant has submitted an application to rezone the properties above from R-1-C Single Unit Residential District (Small Lot Size) to the 3299 South Logan Street Residences Planned Unit Development (PUD). The proposed PUD would allow for a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling, and three (3) detached accessory structures above garages that may be used as dwelling units.

RECOMMENDATION:
Case ZON2014-001: The Department of Community Development recommends that the Planning and Zoning Commission review the 3299 South Logan Street Residences PUD request and forward a favorable recommendation for approval to City Council.

LEGAL DESCRIPTIONS:
3265 South Logan Street: Lots 30-31 Block 8 Rose Addition
3299 South Logan Street: Lots 25-29 Block 8 Rose Addition

EXISTING ZONE DISTRICT:
R-1-C Single Unit Residential District (Small Lot Size)

PROPERTY LOCATION AND SURROUNDING LAND USE:
The subject property of this PUD is located at the northwest corner of South Logan Street and East Floyd Avenue. Land to the north, south, and east of the subject property is zoned R-1-C Single Unit Residential District. Land directly to the west of the subject property is zoned MU-R-3-B NPO Mixed Use Medium to High Density Residential and Limited Office District with a Neighborhood Preservation Overlay. Properties to the west and southwest of subject property contain several multi-unit apartment buildings.

PUD PROCEDURE:
Rezoning to a PUD requires the applicant to have a pre-application meeting with staff, and a neighborhood meeting with owners and neighbors located within 1,000 feet of the proposed PUD. After the neighborhood meeting a formal application is submitted to the City and reviewed by City departments and other affected outside agencies. A public hearing is held before the Planning and Zoning Commission and City Council. If the PUD is approved there is a 30 day referendum time period before becoming effective.

BACKGROUND:
The Planned Unit Development is a rezoning process that establishes specific zoning and site planning criteria to meet the needs of a specific development proposal that may not be accommodated within existing zoning development regulations. A PUD rezoning provides the opportunity for unified development control for multiple properties or multiple uses.

The property at 3299 South Logan contains an existing building that was originally a church until 1967 when the Englewood Shrine Club purchased the building and obtained a variance to use it for their functions. The Shrine Club's organization thrived for many years; however, more recently the declining membership in the Englewood Shrine Club led to the members' decision to sell the building.

The variance granted to the Englewood Shrine Club in 1967 was for a club use only with additional conditions that narrowly defined the proposed use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses (24,000 s.f. minimum), the property had difficulty attracting prospective buyers or tenants to reoccupy the building.

After some time on the market, Shadow Creek Homes, LLC purchased the Shrine Club property in 2013. Mr. Terhune's company also purchased the house at 3265 South Logan Street directly north of the Shrine Club property. Between the two properties, there is enough land area to meet the minimum threshold (one-half acre) to apply for a PUD rezoning that would allow for an enhanced residential development.

NEIGHBORHOOD MEETING SUMMARY:
Pursuant to the PUD procedure, the applicant conducted a neighborhood meeting on November 7, 2013, prior to submitting the application for a PUD rezoning on February 13, 2014. Notice of the pre-application meeting was mailed to property owners and occupants of property within 1000 feet of the site. Neighborhood meeting notes are attached to this report (See Exhibit B). Significant changes were made to the final PUD to address neighborhood comments.

CITY DEPARTMENT AND DIVISION REVIEW:
The Logan Street Residences PUD and subsequent revisions were reviewed by the City's Development Review Team (DRT) on February 25th and April 1st of 2014. Identified issues were addressed by the applicant and the final Logan Street Residences PUD was submitted on April 9, 2014.

PUD OVERVIEW:
The proposed 3299 South Logan Street Residences PUD will allow a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling, and three (3) detached accessory structures above garages that may be used as dwelling units. The majority of the parking would be in detached garages with an additional surface parking pad provided for each detached accessory structure. All of the designated parking is accessed from the alley, and meets the City's parking regulations.

The two proposed new homes are setback approximately 20 feet from South Logan Street to be compatible with the existing structures to the north and south. The Site Plan includes rear yard spaces with patios between the residential uses and garages. The Landscape Plan delineates landscaping in the public right-of-way, as well as front and rear yards. All new utilities are to be placed underground between the garages and the residences. A Minor Subdivision application to reconfigure the lots has been submitted, and will be approved administratively if the PUD application is approved.

Architectural Character: The proposed PUD will be urban in character and respect the pedestrian scale of the neighborhood. The PUD contains architectural character standards that require a mix of pattern and color changes, a minimum masonry requirement or defined front porches, and a requirement that building entries be clearly defined with architectural elements. The exterior materials and colors of the detached accessory structure are required to compliment the overall character of the principal dwelling. Provisions for roof pitches and flat roofs are also included. It should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the design standards and guidelines of the PUD.

Permitted Uses: The subject property currently lies within the R-1-C Single Unit Residential District. The existing R-1-C Zone District allows primarily residential and public/institutional uses. The proposed PUD District Plan includes a table of allowed uses that lists the primary permitted residential and public/institutional uses. It should be noted that the proposed

table of allowed uses matches the permitted uses of the R-1-C Zone District with the exception of the two-unit dwelling proposed for the Shrine Club building and the (3) detached accessory structures over the garages.

Dimensional Standards: The following table provides a comparison of dimensional requirements for principal structures between the property's existing R-1-C zone classification and the proposed PUD.

COMPARISON OF DIMENSIONAL REQUIREMENTS FOR PRINCIPAL STRUCTURES								
	Min Lot Area (sq ft)	Max FAR	Max Lot Coverage (%)	Min Lot Width (ft)	Max Height (ft)	Minimum Setbacks (ft)		
						Front	Each Side	Rear
R-1-C District (Existing Zoning)								
One-Unit Dwelling	6,000	None	40	50	32	25	5	20
One-Unit Dwelling on a Small Lot	4,500	None	35	37	32	25	3	20
All Other Allowed Uses	24,000	None	40	200	32	25	25	25
3299 South Logan Street Residences PUD (New Zoning)								
Existing One-Unit Dwelling (Lot 1)	4,000	None	60	33	32	15 to Porch 20 to House	North 2.3 South 3	45
One-Unit Dwelling (Lots 2 and 3)	4,500	None	50	37	32	15 to Porch 20 to House	3	45
Existing Building (Two-Unit Dwelling Lots 4 and 5)	3,500	None	60	Lot 4 37 Lot 5 29	32	15 to Porch 20 to House	North 10 South 0	50
All Other Allowed Uses	24,000	None	40	200	32	25	25	25

Residential Density: The proposed 3299 South Logan Street Residences PUD would permit a maximum of 8 dwelling units on the 0.5 acre property (including the maximum permitted 3 secondary suites above the garages). This represents a maximum density of 16 dwelling units per acre (d.u./ac.). For comparison purposes, some properties to the west and southwest of subject property (across the alley) contain multi-unit apartment buildings with densities of between 50 d.u./ac. and 60 d.u./ac.

Setbacks: A setback is the minimum distance a structure must be located from a property line. The proposed PUD setbacks for principal structures are shown in the table of

Dimensional Requirements above. The proposed setbacks for rear garages and detached accessory structures are as follows.

	Lot 1 (Existing Garage)	Lots 2, 3, & 4 (3-Car Garage & Detached Accessory Structure above)	Lot 5
Side Setback	North 2.3′ South 3′	North 1′ South 9′	3′
Rear Setback	5.9′	6′	6′

It should be noted that the detached accessory structures above the garages are limited to 400 square feet of interior space. This is the size of approximately two car bays in the garage below with an option to add an exterior patio over the third bay of the garage.

Building Height: The maximum building heights in the PUD are based on the average elevation of the finished grade at the corners of the building to the highest point of the building or structure. The maximum allowed PUD building height for all uses is 32 feet; the maximum allowed height for garages without a detached accessory structure is 16 feet.

Bulk Plane: The bulk plane regulates building mass and is a function of required setbacks and maximum building height for each type of use. The proposed PUD states that any new construction within the PUD shall meet the bulk plane shown on Sheet 04 of the PUD drawings.

The bulk plane depicted on Sheet 04 of the PUD shows the starting point of the 45 degree bulk plane starting at 16′ above grade rather than the 12′ above grade requirement in the Unified Development Code (UDC). This represents a 33% increase in bulk plane height compared to the current UDC requirement. For comparison purposes, the City of Denver's bulk plane for urban houses begins at 17′ above grade. Regardless of bulk plane requirements, the maximum height for structures in the proposed PUD is still limited to the 32′ maximum height of the R-1-C Zone District.

Parking: The UDC requires 2 parking spaces for each single-unit dwelling and 1.5 parking spaces for each multi-unit dwelling. The proposed PUD requires 2 parking spaces for each single-unit dwelling and 2 parking spaces for each multi-unit dwelling, plus 1 parking space for each detached accessory structure. The PUD provides an option for a third garage bay/parking space for Lots 2, 3, and 4; if this option is chosen, there will be an additional parking space for either the primary residence or the detached accessory structure. It should be noted that the proposed PUD has over 240 lineal feet of street frontage that permits on-street parking; this translates to approximately 10 potential on-street parking spaces fronting the proposed PUD site.

Traffic: The Public Works Department reviewed the proposed PUD request for potential impacts. Public Works concluded that a traffic impact study was not required due to the slight increase in traffic over the existing permitted density. Additionally, the Logan Street

and Floyd Avenue intersection is signalized, which increases control of traffic movements in the vicinity of the PUD.

Signage: The proposed PUD will follow the standard signage regulations of the UDC for the R-1-C Zone District.

Landscaping: The UDC requires that a minimum of 40% of a property be landscaped in the R-1-C Zone District. The proposed PUD also requires that 40% of the PUD property be landscaped, as well as meeting all other landscape requirements for the R-1-C Zone District. Sheet 07 of the PUD provides more detail on the landscape plan.

Screening and Fencing: The proposed PUD will follow the standard screening and fencing regulations of the UDC for the R-1-C Zone District.

Grading and Drainage: The proposed Grading and Drainage Plan was acceptable to the City's Public Works Department.

Utilities: The proposed Utilities Plan was reviewed and approved by the City's Utilities Department.

Park Dedication: The subdivision regulations of the UDC require the dedication of park land or payment of a fee in lieu of dedication for all residential developments. The proposed Logan Street development will be required to pay a fee in lieu of dedication for the 4 to 7 new residences. This translates to a fee in lieu of dedication amount of between $ 1,690 and $ 3,070.

PUD SUMMARY:

The proposed 3299 South Logan Street Residences PUD has been reviewed by the City's Development Review Team (DRT) and issues identified by the DRT were addressed by the applicant. The PUD documents are complete and no additional conditions of approval are recommended at this time. Therefore, the Community Development Department recommends that the Planning and Zoning Commission review the 3299 South Logan Street Residences PUD request and forward a favorable recommendation for approval to City Council.

PLANNED UNIT DEVELOPMENT CONSIDERATIONS:

The Planning and Zoning Commission is to review 3299 South Logan Street Residences PUD request, and following the public hearing, may recommend that the Council approve, deny, or approve the rezoning with conditions. In its review of the application, the Commission's recommendations should include findings on each of the following points:

1. *The application is or is not in conformance with the Comprehensive Plan and this Title (UDC).*

   The 3299 South Logan Street Residences PUD conforms to the Comprehensive Plan strategy of redevelopment. The Comprehensive Plan states, "Englewood residents

will benefit from the new opportunities for housing, shopping, and entertainment these new developments will bring to the City". The proposed PUD supports the following Comprehensive Plan Housing Goal #1: "Promote a balance mix of housing opportunities serving the needs of all current and future Englewood citizens."

Additionally the PUD document states: "This PUD conforms to the City of Englewood's Comprehensive Plan by offering a balanced mix of housing opportunities serving the needs of current and future Englewood residents, by improving the quality of the City's existing housing stock, and by addressing the current shortage of housing priced at the high-end of the housing market in the City of Englewood."

The development will complement the proposed Broadway/Acoma Lofts project by offering an alternative for-sale product, while encouraging redevelopment along the Broadway corridor. The vacant 6,000 square foot Shrine Club building currently occupying the property has not attracted viable tenants or uses. The proposed PUD addresses the City's 3-part strategy outlined in the 2003 Englewood Comprehensive Plan for Growth and Development in the City; Revitalization, Redevelopment and Reinvention.

The project will bring new life into the area and provide a unique housing option for residents near the Broadway corridor. The project takes advantage of existing infrastructure and proximity to retail uses, while reinvesting in an established residential neighborhood. The additional residents will take advantage of the existing amenities in the neighborhood and generate tax revenue that will benefit programs and services provided by the City of Englewood. The increased tax revenue will also benefit other taxing entities, most notably the School District.

2. *The application is or is not consistent with adopted and generally accepted standards of development in the City.*

   The 3299 South Logan Street Residences PUD is consistent with adopted and generally accepted development standards established by the City of Englewood. The application was reviewed by the City's Development Review Team (DRT) and all comments were addressed by the applicant.

3. *The application is or is not substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law, or requirement of the City.*

   The 3299 South Logan Street Residences PUD is substantially consistent with the goals, objectives, design guidelines, policies, and other ordinances, laws and requirements of the City.

The UDC requires that the review or decision making body shall only approve a proposed PUD if it finds that the proposed development complies with all applicable use,

development, and design standards set forth in the UDC that are not otherwise modified or waived according to the rezoning approval; and the proposed rezoning meets one of the following criteria:

a. *That the proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments; or*

   The proposed PUD will exceed the development quality standards required by the UDC for residential development as follows:

   - The proposed PUD will exceed the current UDC quality standards by specifying a variety of materials on <u>all</u> facades of the building; by calling for a minimum masonry percentage or defined porch on the front façade; and by requiring rear loaded garages.
   - The PUD contains architectural character standards that require a mix of pattern and color changes, and a requirement that building entries be clearly defined with architectural elements. Provisions for roof pitches and flat roofs are also included in the PUD.

b. *That the property cannot be developed, or that no reasonable economic use of the property can be achieved, under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.*

   As stated previously, the variance granted to the Englewood Shrine Club in 1967 was for a club use only. The 1967 variance contained conditions that narrowly defined the permitted use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses (24,000 s.f. minimum), the property has had difficulty attracting prospective buyers or viable tenants to reoccupy the building. Redevelopment of the site was only made possible with the addition of the property at 3265 S. Logan St., which created a site large enough to propose a PUD. The site is still not large enough to accommodate any other non-residential use.

In addition to the two Planned Unit Development considerations above, the UDC requires that a property rezoned to PUD must not have a significant negative impact on those properties surrounding the rezoned area and that the general public health, safety and welfare of the community are protected. Staff has reviewed the PUD request and found the following:

- The PUD application is in conformance with the Comprehensive Plan and the Unified Development Code.
- The application is consistent with adopted and generally accepted standards of development in the City.

- The Public Works Department reviewed the proposed PUD request and concluded that there were not significant traffic impacts with this minor increase in permitted density.
- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

ATTACHMENTS:

Exhibit A: 3299 South Logan Street Residences PUD
Exhibit B: Neighborhood Meeting Summary – November 7, 2013
Exhibit C: Email from Lila & Leonard Albertson - November 14, 2013

Englewood Shrine Club PUD
Neighborhood Meeting
3299 South Logan Street
November 7, 2013

Attendees: Approximately 17-25 (some attendees did not sign-in)

Applicant Presentation

1. Toby Terhune of Shadow Creek Homes stated that has been building homes in the Denver metro area since 1982 with over 200 completed to date. In 2007 he formed Shadow Creek Homes and is looking forward to doing an infill project in the City of Englewood. He indicated that the Shrine Club building was originally a church until 1967 when the Englewood Shrine Club purchased the building and obtained a variance to use it for their functions. The building has been on the market for the past five years and Shadow Creek Homes recently purchased and closed on the property. Mr. Terhune's company also purchased the house directly north of the Shrine Club property.

2. Mr. Terhune described the proposed development which includes:
   - Renovation of the existing Shrine Club building into four higher end apartment lofts.
   - On the remainder of the property, the construction of four new 2,000 to 2,500 square foot cottage homes.
   - Each of the four cottage homes would include a detached garage with the possibility of a flexible living space above the garage. The flexible living space could be a workspace for the resident of the larger home in front, a mother-in-law apartment, or a separate rental unit.

3. Public Comment
   The attendees asked questions and provided comments as follows. The applicant responded to the questions and provided the following answers *(in italics)*:
   - Are you turning the Shrine Club building into offices? *No, the proposal is for four higher end apartment lofts.*
   - Tell me more about the rental units above the detached garages for the cottages? *The detached garages with the flexible living space above would be under the same ownership as the cottage in front and could not be sold separately. It could be a workspace for the resident of the larger home in front, a mother-in-law apartment, or a separately rented living unit.*
   - Would there be any commercial or office uses in the development? *No, only residential uses would be allowed in the PUD. Home offices would be permitted, but they are already allowed in most residential zone districts.*
   - Would the zoning change for the property? *Yes, the zoning would change from R-1-C (single unit residential with small lot size) to Planned Unit Development (PUD).*
   - How many lots are there currently? *There are seven 25 foot lots with a total of 175 feet of frontage on Logan.*
   - How much parking would be provided? *There will be 2 spaces for each apartment plus one guest space (9 total for the apartments). There will be 2 spaces for each new*

cottage home (8 total for the cottages). Currently there are not separately designated parking spaces for the flexible living spaces above the detached garages.

- There is concern that the project will make it so that people park in front of our homes on the street? *In addition to the 17 designated parking spaces that we will provide, there is approximately 250 feet of street frontage along our property (Logan and Floyd); this will fit approximately 11 additional vehicles along the street, although we do not anticipate needing that.*
- Will there be additional traffic in the unpaved alley? *The traffic added to the alley should be minimal with this residential use.*
- Are the utilities adequate in the alley for the project? *Our initial review does not indicate any issues, but we will be looking into that to that further.*
- Will the City make you pave the alley? *Public Works and the Traffic Division will be reviewing our plans once we make a formal application. In the past, other apartment developments in the neighborhood were not required to pave the alley.*
- We need the alley to be well lit for safety purposes. *We will make a note of that.*
- We need the alley well lit, but not so there is lots of glare or light pollution. *Noted, we will use downcast cut-off lighting.*
- What price will be the asking price for the cottage houses? *We're not sure yet, but it's likely they will be $400,000 or more.*
- Will this PUD go to City Council? *Yes, Brook Bell with the Community Development Department will go over the City's process.*
- There are lots of seniors in the neighborhood; there is a concern that their property taxes will go up. *(neighbor's answer) Perhaps, but that would be because their property values went up which would more than offset an increase in property taxes.*
- I think this project will really spruce up the area and bring in younger people that we are lacking in this neighborhood.
- Given the size of the homes, what about the yard space for kids? *We are still working on the design and will make a note of that.*
- How much space is between the houses? *10 feet.*
- Where do the stairs come up to the flexible living space above the garage? *They come up from the back yard of the cottage; the stairs will be well lit.*
- I would prefer single story garages without the flexible living space above. *Noted.*
- What is your timeline for construction? *We think it could be 6 months to go through the City process and then 6 months to construct the project. Construction times during the day are regulated by City codes.*
- Will there be designated parking during construction? *We haven't gotten that far yet; perhaps we can make an agreement with the nearby church.*
- There is concern that the alley off of Floyd is slippery in the winter. *Noted.*
- What is the setback from the north property line? *6 feet.* What will the grade be of the northernmost cottage? *It will be lower than the grade of the existing house to the north.*
- Is each cottage for one family? *The cottages in front will be a single dwelling unit for one household.*
- I applaud your efforts on the Shriner building. I do have some concerns for density, the alley, and parking. I recommend you do 3 cottages instead of 4. *We will look into that.*

- Have you thought about attaching the garages? *Yes, but then the cottages would not have viable back yards or rear patios.*
- Do you think scrape offs are coming to this neighborhood? *I'm not sure, but there are a lot of good amenities nearby.*
- I like your ideas; I think the project will be good for the neighborhood. *Thank you.*
- Are you confident you can rehabilitate the Shriner building for residential? *From what we have investigated so far, yes.*
- Can we have another meeting? *We are only required to do one neighborhood meeting. There will be two more public hearings as part of the PUD process with the City; you are welcome to provide input at those meetings.*
- People are moving back to the City from the suburbs. This is a good project, Englewood is a great city. *Yes, we think so too.*
- Have you found a cornerstone for the Shriner building? *Not so far.*

4. City staff outlined the PUD process and next steps. The PUD frequently asked questions were provided.

5. Toby Terhune of Shadow Creek Homes made some closing remarks and the meeting was adjourned.

Pre-Application Neighborhood Meeting **November 7, 2013**

Subject: Planned Unit Development (PUD) Proposal for 3265–3299 South Logan Street

Name	Address	City	Zip Code
Benny Smith		Englewood	80113
Karen Stenson		Eng	80113
Jacqueline Lee		Eng	80113
Douglas Lee		Eng	80113
Jerry & Linda Tindall		Englewood	80113
Debra Mullen		Eng	80113
Robert Young		Eng	80113

Please print clearly – Thank You !

Pre-Application Neighborhood Meeting **November 7, 2013**

Subject: Planned Unit Development (PUD) Proposal for 3265–3299 South Logan Street

Name	Address	City	Zip Code
Benny Smith			80113
Karen Stenson		Eng	80113
Jacqueline Lee		Eng	80113
Douglas Lee		Eng	80113
Jerry & Linda Tindall	21	englewood	80113
Debbie Mullen		Eng	80113
Robert Young		Eng.	80113

Please print clearly – Thank You !

Pre-Application Neighborhood Meeting **November 7, 2013**

Subject: Planned Unit Development (PUD) Proposal for 3265–3299 South Logan Street

Name	Address	City	Zip Code
Ann Guessford		Englewood	
S Johnson		Englewood	
C Secon		Denver	80223
Maureen White		Englewood	80113
Amber Mulleney		Englewood	80113
Gretchen K. Moritz-Halp		Englewood	80113

Please print clearly – Thank You !

Pre-Application Neighborhood Meeting **November 7, 2013**

Subject: Planned Unit Development (PUD) Proposal for 3265–3299 South Logan Street

Name	Address	City	Zip Code
Randy Grimm		Englewood	80113
* RICHARD SICKLES		ENGLEWOOD	80113
[illegible]			

Please print clearly – Thank You !

Pre-Application Neighborhood Meeting November 7, 2013

Subject: Planned Unit Development (PUD) Proposal for 3265–3299 South Logan Street

Name	Address	City	Zip Code
Richard Crabtree		ed	60113

Please print clearly – Thank You !

EXHIBIT C

Brook Bell

Subject: FW: pud

From: Debbie Tapia
Sent: Thursday, November 14, 2013 9:18 PM
To: Brook Bell
Subject: FW: pud

Hi Brook,

I just wanted to forward you this email Toby received.

> From:
> Subject: RE: pud
> Date: Thu, 14 Nov 2013 21:11:08 -0700
>
> Thanks Lila, we appreciate your support. Look forward to meeting you at
> some point in the future. Have a great day.
>
>
> Toby Terhune
> President
> Shadow Creek Homes LLC
> 2535 W. 115th Drive
> Westminster, CO 80234
> (p) 303.635.0830 (f) 303.635.0968
>
>
> -----Original Message-----
> From: Lila
> Sent: Thursday, November 14, 2013 8:07 AM
> To: t
> Subject: pud
>
> Nov 14-2013
> Toby Terhune, We were unable to attend the November 7th meeting.However you
> need to know we are very in favor of the 3200 So Logan St project.
> Sincerely Lila & Leonard Albertson
>

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION
REGULAR MEETING
City Council Chambers – Englewood Civic Center
April 22, 2014

I. CALL TO ORDER

The regular meeting of the City Planning and Zoning Commission was called to order at 7:00 p.m. in the City Council Chambers of the Englewood Civic Center, Chair Fish presiding.

Present: Bleile, Brick, Fish, Freemire, King, Kinton (arrived 7:05), Knoth, Roth, Townley, Madrid (alternate)

Absent: None

Staff: Alan White, Director, Community Development
Chris Neubecker, Senior Planner
Brook Bell, Planner II
Nancy Reid, Assistant City Attorney

Also Present: Toby Terhune, Shadow Creek Homes

II. APPROVAL OF MINUTES
April 8, 2014

King moved;
Knoth seconded: TO APPROVE THE APRIL 8, 2014 MINUTES

Chair Fish asked if there were any modifications or corrections. There were none

AYES: Bleile, Brick, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: Freemire
ABSENT: Kinton (arrived 7:05)

Motion carried.

III. PUBLIC HEARING CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD

Brick moved;

Knoth seconded: TO OPEN PUBLIC HEARING FOR CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Staff Presentation

Brook Bell, Planner II, was sworn in. Mr. Bell reviewed the project as proposed to allow a maximum of three one unit dwellings, one two unit dwelling and three detached accessory structures above garages that may be used as dwelling units.

The applicant is requesting to rezone the property from R-1-C to the "3299 South Logan Street Residences PUD". The PUD would encompass the property at 3265 and 3299 South Logan Street. A variance was granted in 1967 to allow the Shrine club use with conditions that narrowly defined the proposed use. With the narrowly defined variance, and the lack of enough land area to allow other permitted uses, the marketability of the property was limited. In order to meet the minimum size requirement of ½ acre for a PUD, the applicant purchased the property to the north at 3265 South Logan Street.
Three of the garages are proposed with detached accessory structures above them (400 square feet maximum). The property owner has the option to use the accessory structure as they see fit but must occupy either the principal structure or the accessory structure if the accessory structure contains a secondary suite (dwelling unit).

The proposed design includes the defined architectural requirements. The plans provided to the Commission are conceptual and subject to minor changes, however any changes will need to meet the design standards, guidelines and setbacks of the PUD.

The density of the proposed PUD is lower than some of the properties to the west and southwest of subject property (across the alley) that contains multi-unit apartment buildings. The proposal includes two garage parking spaces for each principal unit and either one garage or surface parking space for the accessory units. Because the property is located on a corner, 240 linear feet of on street parking is available, the equivalent of 10 parking spaces.

The Public Works department reviewed the plan and concluded that a traffic impact study is not required due to the minor increase in traffic over the existing volume. The Logan Street and Floyd Avenue intersection is signalized and controls the traffic near the site.

The UDC requires that 40% of the property is landscaped and the PUD matches that requirement as well as meeting the landscaping requirements for R-1-C zone district.

Drainage plans have been approved by the Public Works Department. The dedication of park land requirement will be satisfied by a fee in lieu payment amount between $1,600 and $3,000.

The Commission may consider the findings included in the Staff Report when reviewing the proposed PUD.
Staff has reviewed the PUD application and found that it is in conformance with the Comprehensive Plan.

The Department of Community Development recommends that the Planning and Zoning Commission review the 3299 South Logan Street Residences PUD request and forward a favorable recommendation for approval to City Council.

Comments from the Commissioners:

King – What is the proposed height of garage? The maximum height of the detached accessory structure is 32'; if it does not have the accessory unit above the garage, the maximum height is 16'.

Kinton - How long has the property been on the market? (Mr. Bell: About 2 years, during which time the City received inquiries about the property. The zoning would not allow uses other than residential and those permitted by the variance. Without a change in zoning, the opportunities were limited as far as how the property could be used.)

Bleile – What is the minimum lot width in R-1-C? (Mr. Bell: There are two lot widths in R-1-C: a standard lot is 50', the minimum lot width for an existing small lot is 37'. The lot widths can vary in a PUD. The two new lots are 37 ½ wide which meets small lot standards. There are some existing lots in R-1-C that are only 25' wide.)

Bleile – What is the intent of including the detached accessory unit? (Mr. Bell: The PUD provides 3 possible uses 1) home occupation, 2) secondary suite (living unit), and 3) flexible living space.

The UDC does not currently address new detached accessory units. Many communities locally and nationally are adopting provisions into their code to allow them.)

Bleile – What is the minimum square footage for a single family residence in R-1-C? (Mr. Bell: There is no minimum square footage requirement. These detached accessory units would be limited to a maximum of 400 square feet.)

Roth – Most of the parking is provided in the garage spaces. There is enough space to make the garages larger or add surface parking area. For lots 1,4,5 which do not have detached accessory structures, there is minimum of two garage spaces for each dwelling unit.

Roth – Is the rear setback of 6 feet enough for the garages? (Mr. Bell: The traffic department commented that garages setbacks from the alley more than 6 feet can become a problem with the rear end of cars extending into the alleys.)

Bleile – Will parking be available on Floyd? (Mr. Bell: Yes, on street parking will be available on Floyd Avenue.)

Applicant Presentation

Toby Terhune, Shadow Creek Homes, 2535 West 115th Drive, Westminster, Colorado, was sworn in. Mr. Terhune presented a slide show with images of the proposed development. Mr. Terhune introduced the members of his team who were present at the meeting.

The neighborhood meeting held last November influenced decisions about the design and density of the project. The home at 3265 South Logan will be remodeled and updated, two new homes will be added and the Shriner building will be divided into two units. Four new garages will be added. The accessory dwelling units above three of the garages will be added as an option for their customers.

Bleile – What is the timing of construction? (Mr. Terhune: As soon as possible.)

King – Why limit the ground floor of the garage to 400 square feet? (Mr. Terhune: This can be changed based on buyer preference.)

Townley – Is there any discussion about paving the alley? (Mr. Terhune: No.) Who is responsible for the maintenance of the landscaping? (Mr. Terhune: The property owners.)

Freemire – The existing grade rises 4 feet higher than the level on Floyd, how will that be addressed? (Mr. Terhune: The bottom floor of the building is below grade, the lot will be leveled where it has been built up. The garages will be at the alley level.)

Public Testimony

John Taylor, 3261 S. Logan Street, was sworn in. He feels that the development will create traffic problems. He cited Cherry Creek North parking issues.

Conclusion from Staff

The site has very few allowed uses as it is currently zoned. The proposal is for a very good project that will be beneficial to the community.

Bleile – How is the requirement enforced that the owner resides on the property? (Mr. Bell: The PUD sets the regulation; Community Development does not seek out properties for compliance. The requirement that the owners live in either the main or the accessory

unit provides some assurance that the property will be well maintained with the owner present on the property.)

Roth moved;
Freemire seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion passes.

King moved;
Freemire seconded: TO APPROVE CASE #ZON2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD APPLICATION AS WRITTEN AND FORWARD TO ENGLEWOOD CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.

Brick – A substantial amount of landscaping is included in the plan and the parking is adequate for the development. The inclusion of the requirement that the owners live on the property is a positive.

King – Should the building revert to its original use as a club, parking would be more of an issue. The requirement of the owner to live on the property would be addressed during title commitment in the purchase process.

Chair Fish – This is a good use for the building.

King – The bulk plane as it exists in the UDC is too restrictive and this development would set a new standard for the City.

Roth – Accessory units already exist in Englewood; it appears that this will be a trend in the future.

Vote:

Bleile – Yes, despite his resistance to change, it is a necessary change to encourage development and reuse of existing buildings that could otherwise potentially fall into decay. The transition from the new buildings to the older homes on the street is good.

Brick – Yes, the project meets the requirements of the Comprehensive Plan with a balanced use of housing. The quality of the materials and type of work will exceed the

standards that exist currently. The density does not significantly impact the surrounding neighborhood.

Freemire – Yes, commended the developer for listening to the neighborhood and adapting the plan. It is appropriate and meets the goals of the City.

King – Yes, it is a difficult site to develop and the developer has done a good job with the design. The owner is sensitive to the needs of the neighborhood.

Knoth – Yes

Roth – Yes, the project meets a number of elements of the Comprehensive Plan. The owner occupancy requirement is a positive. The development is different but fits the neighborhood.

Townley – Yes, the development is unique, it has appropriate scale, adequate parking and the proposed development fits the Comprehensive Plan and complements the neighborhood.

Fish – Yes, he agrees with the Commissioners. Englewood's housing stock is maturing and ~~as~~ is an issue that the City faces going forward, this will enhance the variety of housing available.

Kinton – Yes, the project makes good use of the existing structure and brings a needed diversity of housing. The project meets the goals of the Comprehensive Plan.

Motion passes to approve case #2014-001 3299 South Logan Street PUD with a favorable recommendation to City Council.

Bleile moved;
Knoth seconded: TO OPEN PUBLIC HEARING FOR CASE #2013-07 AMENDMENTS TO PUD PROCESS

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Chris Neubecker, Senior Planner, was sworn in. The history of the case was reviewed.

A two-step PUD process will enable developers to obtain entitlements to the property prior to developing a detailed plan which would result in cost and time savings. The amendments will clarify the current code and additionally provide increased detail outlining the PUD process.

<u>Commissioner Comment</u>

Brick – What is the potential benefit to citizens? (Mr. Neubecker: The two step process allows for additional opportunity for public comment. The advantages to the developer would potentially increase development opportunity which would be beneficial to the community.)

Roth – Noted typographical errors.

Public Comment

Lewis Fowler, 3700 South Cherokee Street, Englewood, was sworn in. Mr. Fowler spoke in support of the amendments to the PUD process. He likes the fact that public has more opportunities to comment on applications.

Mr. Neubecker thanked the Commissioners for their cooperation and feedback during the long process of amending the code on this issue.

Bleile moved;
Knoth seconded: TO CLOSE THE PUBLIC HEARING FOR CASE #2013-07 AMENDMENTS TO PUD PROCESS

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion passes.

Bleile moved;
Knoth seconded: TO APPROVE CASE #2012-07 AMENDMENTS TO THE PUD PROCESS WITH A FAVORABLE RECOMMENDATION TO CITY COUNCIL.

Comments

Bleile thanked Staff for their work and believes that future applicants will see the benefit of the improvements.

Fish – The time taken has resulted in a quality product, he thanked Staff.

King – A lot of time and input has been devoted to this topic and Staff did a great job.

Kinton – This is a significant improvement in the PUD process and hopes that it will encourage more development.

Roth – Makes the process clearer and will eliminate the types of issues that arose in the past.

Townley – An efficient and streamlined process, likes the opportunity for more community input.

AYES: Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Chair Fish
NAYS: None
ABSTAIN: None
ABSENT: None

Motion passes.

IV. PUBLIC FORUM

No Public was present to address the commission.

V. ATTORNEY'S CHOICE

Ms. Reid requested that the Commission adopt the Planning Commission Handbook.

Knoth moved;
Bleile seconded: "To Adopt a policy allowing Staff and the City Attorney to include within any ordinance the necessary amendments to the Unified Development Code that are necessary to ensure that portions of the Englewood Municipal Code that refer to existing or amended code language, or that is needed to reference the new language, shall be included within said ordinance, and that such housekeeping and editing issues shall not require further discussion or hearings by the Planning and Zoning Commission".

Vote: All Commissioners voted in favor of the policy. Motion passes.

Brick – Believes that this policy change will be beneficial to the process of making changes to the code.

VI. STAFF'S CHOICE

Director White added that the adopted policy change will allow Staff to fix administrative issues without having to take the issue to Public Hearing.

Mr. Neubecker stated that Part 3 of the TSA overlay district will be presented at the May 6 meeting. Other items that were included on the 2014 work priorities are bulk plane. Director White suggested that discussion regarding Accessory Dwelling Units be delayed. The Capital Project budget will be presented to the Commission.

VII. COMMISSIONER'S CHOICE

Mr. Madrid commented on PUD project and is looking forward to seeing the change, feels that the inclusion of the Accessory Dwelling Unit allows for a more diverse population and provides good options for residents.

Mr. Brick asked for an update on the Martin Plastics property; Director White stated that he anticipated a request for a change to their plan.

Mr. Bleile asked about the Winslow property. There have been discussions about multi-family development but with the current restrictions on the property there would be an amendment to the PUD.

Ms. Townley asked if it would be beneficial to have a representative of Economic Development attend the meeting regarding the TSA Overlay to provide input.
The meeting adjourned at 9:00 p.m.

/s/ Julie Bailey, Recording Secretary

CITY OF ENGLEWOOD PLANNING AND ZONING COMMISSION

IN THE MATTER OF CASE #ZON2014-001, FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS FOR THE REZONING OF 3265-3299 SOUTH LOGAN STREET FROM R-1-C (SINGLE UNIT RESIDENTIAL, SMALL LOT SIZE) TO THE 3299 SOUTH LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT	)	FINDINGS OF FACT AND CONCLUSIONS OF THE CITY PLANNING AND ZONING COMMISSION
INITIATED BY: Toby Terhune Shadow Creek Homes, LLC Westminster, Colorado 80031	)	

Commission Members Present: Bleile, Brick, Fish, Freemire, King, Kinton, Knoth, Roth, Townley

Commission Members Absent: None

This matter was heard before the City Planning and Zoning Commission on April 22, 2014 in the City Council Chambers of the Englewood Civic Center.

Testimony was received from staff. The Commission received notice of Public Hearing, Certification of Posting, the Staff Report, and a copy of the proposed 3299 South Logan Street Residences Planned Unit Development which were incorporated into and made a part of the record of the Public Hearing.

After considering the statements of the witness and reviewing the pertinent documents, the members of the City Planning and Zoning Commission made the following Findings and Conclusions.

FINDINGS OF FACT

1. THAT the Shadow Creek Homes, LLC, has submitted an application to rezone the properties from R-1-C Single Unit Residential District (Small Lot Size) to the 3299 South Logan Street Residences Planned Unit Development (PUD). The proposed PUD would allow for a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling, and three (3) detached accessory structures above garages that may be used as dwelling units.

2. THAT notice of the Public Hearing was published in the Englewood Herald on April 4, 2014 and notice of the Public Hearing was on the City of Englewood website from April 8, 2014 through April 22, 2014.

3. THAT the property was posted as required, said posting setting forth the date, time, and place of the Public Hearing.

4. THAT pursuant to the Planned Unit Development procedure, the applicant conducted a neighborhood meeting on November 7, 2013.

5. THAT notice of the neighborhood meeting was mailed to property owners and the occupants of property within 1000 feet of the site.

6. THAT the final 3299 South Logan Street Residences PUD packet was submitted on February 13th, 2014.

7. THAT the applicant will provide 2 parking spaces for each dwelling unit and 1 parking space for each detached accessory structure above the garage.

8. THAT the Public Works Department reviewed the proposed PUD for impacts and concluded a traffic study was not required due to the slight increase in traffic.

9. THAT one member of the general public testified during the public hearing and expressed concern about traffic.

10. THAT the rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

CONCLUSIONS

1. THAT the PUD application is in conformance with Roadmap Englewood: 2003 Comprehensive Plan.

2. THAT the application is consistent with adopted and generally accepted standards of development in the City.

3. THAT The application is substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law, or requirement of the City.

4. THAT the proposed development will exceed the development quality standards, levels of public amenities, or levels of design innovation otherwise applicable under this Title, and would not be possible or practicable under a standard zone district with conditional uses or with a reasonable number of Zoning Variances or Administrative Adjustments.

5. THAT the property cannot be developed, or that no reasonable economic use of the property can be achieved under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.

6. THAT The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

7. THAT the PUD supports the Roadmap Englewood: 2003 Englewood Comprehensive Plan.

DECISION

THEREFORE, it is the decision of the City Planning and Zoning Commission that Case #ZON2014-001 3299 South Logan Street Residences PUD application should be referred to the City Council with a favorable recommendation.

The decision was reached upon a vote on a motion made at the meeting of the City Planning and Zoning Commission on April 22, 2014, by King, seconded by Freemire, which motion states:

> *CASE #2014-001 3299 SOUTH LOGAN STREET RESIDENCES PUD BE RECOMMENDED FOR APPROVAL TO CITY COUNCIL WITH A FAVORABLE RECOMMENDATION.*

AYES:	Bleile, Brick, Freemire, King, Kinton, Knoth, Roth, Townley, Fish
NAYS:	None
ABSTAIN:	None
ABSENT:	None

Motion carried.

These Findings and Conclusions are effective as of the meeting on April 22, 2014.

BY ORDER OF THE CITY PLANNING & ZONING COMMISSION

Ron Fish, Chair

BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 31
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

AN ORDINANCE APPROVING THE REZONING OF 3265–3299 SOUTH LOGAN STREET FROM R-1-C TO 3299 SOUTH LOGAN STREET RESIDENCES PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, Shadow Creek Homes, LLC submitted an application to rezone the properties from R-1-C Single Unit Residential District (Small Lot Size) to the 3299 South Logan Street Residences Planned Unit Development (PUD) which would allow for an enhanced residential development; and

WHEREAS, this project is comprised of 2 parcels (Parcel ID #1971-34-4-029 and Parcel ID #1971-34-017) totaling 21,875 square feet, approximately .5022 acres; and

WHEREAS, the first parcel (south) parcel (known herein as Parcel 01) is located at the Northwest corner of South Logan Street and East Floyd Avenue; and

WHEREAS, the second (north) parcel (known herein as Parcel 02) is located directly north of Parcel 01; and

WHEREAS, Presently Parcel 01 contains the building formerly housing the Englewood Shrine Club, 6,750 square feet that will be converted into a two-unit residence, currently zoned R-1-C; and

WHEREAS, Parcel 02 contains a single family home, 1150 square feet and a 2 car garage, 400 square feet, with an option to remodel, expand, or rebuild the home, currently zoned R-1-C; and

WHEREAS, the home at 3265 South Logan will be remodeled and updated, two new homes will be added and the Shriner building will be divided into 2 units. Four new garages will be added. The accessory dwelling units above three of the garages will be added as an option for their customers; and

WHEREAS, two additional single family homes with rear detached 2 or 3 car garages, with an option for detached accessory structure above, will be built on the new PUD Site, Parcel 01 and 02 will be reconfigured into five (5) lots: 1, 2, 3, 4 and 5; and

WHEREAS, land to the north, south, and east of the subject property is zoned R-1-C Single Unit Residential District, land directly to the west of the subject property is zoned MU-R-3-B NPO Mixed Use Medium to High Density Residential and Limited Office District with a Neighborhood Preservation Overlay; and

WHEREAS, properties to the west and southwest of subject property contain several multi-unit apartment buildings; and

WHEREAS, the proposed 3299 South Logan Street Residences PUD is located at the northwest corner of South Logan Street and East Floyd Avenue; and

WHEREAS, the 3265-3299 South Logan Street site consists of two properties consisting of the Shrine Club and a house at 3265 South Logan Street, totaling one-half acre; and

WHEREAS, the proposed 3299 South Logan Street Residences PUD will allow a maximum of three (3) one-unit dwellings, one (1) two-unit dwelling and three (3) detached accessory structures above garages that may be used as dwelling units; and

WHEREAS, the Unified Development Code does not currently address new detached accessory units but many communities locally and nationally are adopting provisions into their code to allow them; and

WHEREAS, the majority of the parking would be in detached garages with an additional surface parking pad provided for each detached accessory structure, all of the designated parking is accessed from the alley and meets the City's parking regulations; and

WHEREAS, the Traffic Department commented that garages setback from the alley more than 6 feet can become a problem with the rear end of cars extending into the alleys; and

WHEREAS, on street parking will be available on Floyd Avenue; and

WHEREAS, drainage plans have been approved by the Public Works Department; and

WHEREAS, pursuant to the Planned Unit Development procedure, the applicant conducted a neighborhood meeting on November 7, 2013; and

WHEREAS, the Planning and Zoning Commission held a Public Hearing on April 22, 2014; and

WHEREAS, the PUD contains architectural character standards that require a mix of pattern and color changes, a minimum masonry requirement or defined front porches, and a requirement that building entries be clearly defined with architectural elements; and

WHEREAS, the exterior materials and colors of the detached accessory structure are required to compliment the overall character of the principal dwelling; and

WHEREAS, provisions for roof pitches and flat roofs are included; and

WHEREAS, it should be noted that the conceptual building footprint shown on the Site Plan and the proposed building elevations are subject to change; however, any changes would have to meet the design standards and guidelines of the PUD.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Englewood City Council hereby finds that:

- The Planned Unit Development application is in conformance with Roadmap Englewood: 2003 Comprehensive Plan.

- The property cannot be developed, or that no reasonable economic use of the property can be achieved under the existing zoning, even through the use of conditional uses or a reasonable number of Zoning Variances or Administrative Adjustments.

- The application is substantially consistent with the goals, objectives, design guidelines, policies and any other ordinance, law, or requirement of the City.

- The rezoned property will not have a significant negative impact on those properties surrounding the rezoned area and the general public health, safety and welfare of the community are protected.

Section 2. The dedication of park land requirement will be satisfied by a fee in lieu payment amount between $1,600 and $3,000.

Section 3. The 3299 South Logan Street Residences Planned Unit Development (PUD), for property located at the northwest corner of South Logan Street and East Floyd Avenue, in the City of Englewood, Colorado, attached hereto as Exhibit A, is hereby approved.

Introduced, read in full, and passed on first reading on the 19th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 23rd day of May, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 21st day of May, 2014 for thirty (30) days.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 19th day of May, 2014.

_____
Loucrishia A. Ellis

Exhibit A

3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPLE MERIDIAN CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO.

LOTS 25–31, BLOCK 8, ROSE ADDITION TO ENGLEWOOD, COLORADO.

PROJECT BACKGROUND

THIS PROJECT IS COMPRISED OF 2 PARCELS (PARCEL ID #1971–34–4–029 AND PARCEL ID #1971–34–4–017) TOTALING 21,875 SQUARE FEET, APPROXIMATELY .5022 ACRES. THE FIRST (SOUTH) PARCEL (KNOWN HEREIN AS PARCEL 01) IS LOCATED AT THE NORTHWEST CORNER OF S. LOGAN STREET AND E. FLOYD AVENUE. THE SECOND (NORTH) PARCEL IS LOCATED DIRECTLY NORTH OF PARCEL 01. PRESENTLY, PARCEL 01 CONTAINS THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB, 6,750 SQUARE FEET, THAT WILL BE CONVERTED INTO A TWO–UNIT RESIDENCE. THE CURRENT ZONING OF PARCEL 01 IS R1C. PARCEL 02 CONTAINS A SINGLE FAMILY HOME, 1150 SQUARE FEET, AND A TWO (2) CAR GARAGE, 400 SQUARE FEET, WITH AN OPTION TO REMODEL, EXPAND, OR REBUILD THE HOME. THE CURRENT ZONING ON PARCEL 02 IS R1C. TWO (2) ADDITIONAL SINGLE FAMILY HOMES WITH REAR DETACHED TWO (2) CAR OR THREE (3) CAR GARAGES, WITH AN OPTION FOR DETACHED ACCESSORY STRUCTURES ABOVE, WILL BE BUILT ON THE NEW PUD SITE. PARCEL 01 AND 02 WILL BE RECONFIGURED INTO FIVE (5) LOTS:1, 2, 3, 4, AND 5.

THE PLANNED UNIT DEVELOPMENT WILL BE PROCESSED PURSUANT TO THE APPLICABLE CITY REGULATIONS.

CONSTRUCTION / PHASING PLAN

THE CONVERSION OF THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB INTO A TWO–UNIT RESIDENCE, CONSTRUCTION OF THE TWO (2) NEW SINGLE FAMILY HOMES, AND POSSIBLE REMODEL, EXPANSION, OR REBUILD OF THE EXISTING SINGLE FAMILY HOME WILL TAKE APPROXIMATELY NINE (9) MONTHS AFTER CONSTRUCTION BEGINS.

PUD DEVELOPMENT SUMMARY

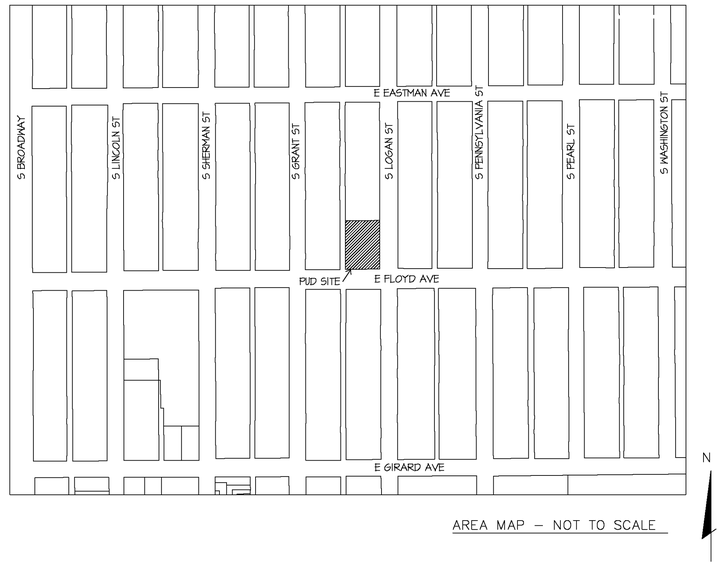
THE APPLICANT PROPOSES TO DEVELOP A TWO–UNIT RESIDENCE IN THE BUILDING FORMERLY HOUSING THE ENGLEWOOD SHRINE CLUB AND TWO (2) SINGLE FAMILY HOMES ON PARCEL 01 AND PARCEL 02. PARKING FOR THE TWO–UNIT RESIDENCE AND TWO (2) NEW SINGLE FAMILY HOMES WILL CONSIST OF A TWO (2) OR THREE (3) CAR GARAGE ON THE REAR OF THE LOT WITH ONE (1) ADDITIONAL OPEN PARKING SPACE FOR EACH DETACHED ACCESSORY STRUCTURE ABOVE THE GARAGE. LANDSCAPING WILL BE INCORPORATED INTO THE SITE DESIGN.

THIS PUD CONFORMS WITH THE CITY OF ENGLEWOOD'S COMPREHENSIVE PLAN BY OFFERING A BALANCED MIX OF HOUSING OPPORTUNITIES SERVING THE NEEDS OF CURRENT AND FUTURE ENGLEWOOD CITIZENS, BY IMPROVING THE QUALITY OF THE CITY'S EXISTING HOUSING STOCK, AND BY ADDRESSING THE CURRENT SHORTAGE OF HOUSING PRICED AT THE HIGH–END OF THE HOUSING MARKET IN THE CITY OF ENGLEWOOD.

THE DESIGN OF THE NEW RESIDENTIAL HOMES AND THE TWO–UNIT RESIDENCE WILL BE COMPATIBLE AND CONSISTENT WITH THE CHARACTER OF THE EXISTING NEIGHBORHOOD BY INCLUDING FRONT PORCHES, GARAGES LOCATED IN THE REAR, AND WALK–ABLE PEDESTRIAN WAYS. BY INCORPORATING THE BUILDING FORMERLY OCCUPIED BY THE ENGLEWOOD SHRINE CLUB INTO THE DEVELOPMENT PROJECT, COMMUNITY IDENTITY WILL BE REINFORCED.

PUD PLAN NOTES

1. THIS NEW PROPERTY DOES NOT LIE WITHIN THE 100–YEAR FLOODPLAIN.
2. NEW UTILITIES SHALL BE UNDERGROUND.
3. ALL CONCRETE WORK DONE IN THE PUBLIC RIGHT OF WAY SHALL BE IN CONFORMANCE WITH CONSTRUCTION STANDARDS AND CONCRETE SPECIFICATIONS FOR THE CITY OF ENGLEWOOD, COLORADO.
4. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE CITY CODES, REGULATIONS, AND STANDARDS.
5. IN THE EVENT OF A CONFLICT BETWEEN THE SPECIFIC PROVISIONS OF THIS PUD AND TITLE 16, THE SPECIFIC PROVISIONS OF THIS PUD SHALL CONTROL.



AREA MAP – NOT TO SCALE

PROJECT TEAM

OWNER:

TOBY TERHUNE
SHADOW CREEK HOMES, LLC
P.O. BOX 350909
WESTMINSTER, CO 80031
PH: (303) 635–0830
FAX: (303) 635–0968

DEVELOPER:

TOBY TERHUNE
SHADOW CREEK HOMES, LLC
P.O. BOX 350909
WESTMINSTER, CO 80031
PH: (303) 635–0830
FAX: (303) 635–0968

ARCHITECT:

ANGIE AGUILERA, AIA
EDGE ARCHITECTURE
P.O. BOX 271874
FORT COLLINS, CO 80527
PH: (970) 377–4217

CIVIL ENGINEER:

MICHAEL BRAKE, P.E., PLS
JR ENGINEERING
2900 COLLEGE AVE. SUITE 3D
FORT COLLINS, CO 80525
PH: (303) 267–6231

LANDSCAPE ARCHITECT:

PAUL SHOUKAS, RLA
PCS GROUP, INC.
301 KALAMATH, UNIT 102
DENVER, CO 80223
PH: (303) 531–4905

SHEET INDEX

01 COVER SHEET
02 DISTRICT PLAN
03 EXISTING SITE PLAN
04 PROPOSED SITE PLAN
05 GRADING AND DRAINAGE PLAN
06 UTILITY PLAN
07 LANDSCAPING PLAN
08 CONCEPTUAL RENDERING
09 CONCEPTUAL RENDERING

ALTA SURVEYS ATTACHED AFTER PAGE 09

APPROVED CERTIFICATES

APPROVED FOR THE OWNER AND DEVELOPER

SHADOW CREEK HOMES, LLC DATE

STATE OF COLORADO }SS
COUNTY OF ARAPAHOE }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____
DAY OF_____, 20___ BY_____

WITNESS MY HAND AND SEAL NOTARY PUBLIC
MY COMMISSION EXPIRES:_____

APPROVED FOR THE CITY OF ENGLEWOOD

PLANNING AND ZONING COMMISSION CHAIRPERSON DATE

PLANNING AND ZONING COMMISSION RECORDING SECRETARY DATE

MAYOR OF ENGLEWOOD DATE

ATTESTED
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
_____DAY OF_____A.D. 20____ BY_____
AS_____ OF_____.

CITY CLERK

CLERK AND RECORDS CERTIFICATION

THIS PLANNED UNIT DEVELOPMENT IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, STATE OF COLORADO. AT_____O'CLOCK___.M.,
ON THIS_____DAY OF_____,A.D., 20___,
RECEPTION NO._____, BOOK NO._____, PAGE NO(S). _____.

BY:_____
CLERK AND RECORDER

BY:_____
DEPUTY

SUBMITTAL: 04/08/2014
REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:

people creating spaces
pcs group inc. www.pcsgroupco.com
Independence Plaza 1001 16th Street
#3 B-160 Denver, CO 80265
(phl) 303.531.4905 (fax) 303.531.4908

J-R ENGINEERING
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3299 S. LOGAN STREET RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

COVER SHEET

3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT

ARCHITECTURAL CHARACTER

THE ARCHITECTURAL CHARACTER OF THIS DEVELOPMENT SHALL BE URBAN IN CHARACTER AND WILL PROVIDE FOR A PEDESTRIAN SCALE ALONG THE STREET LEVEL. DESIGN SHALL INCLUDE THE FOLLOWING:

1. A MINIMUM OF TWO (2) DIFFERENT MATERIAL PATTERNS AND COLOR CHANGES SHALL BE INCORPORATED INTO EACH FACADE (ALL SIDES) OF THE BUILDING DESIGN.
2. THE FRONT FACADE ON NEW SINGLE FAMILY HOMES SHALL HAVE A MIN. OF 30% MASONRY OR A DEFINED FRONT PORCH THAT EXTENDS THE ENTIRE WIDTH OF THE FRONT ELEVATION.
3. STUCCO, STONE, CMU, BRICK, CEMENTITIOUS (INCLUDING JAMES HARDIE & SIMILAR), AND METAL SIDING ARE PERMISSIBLE BUILDING MATERIALS.
4. PREDOMINANT ENTRIES SHALL BE CLEARLY DEFINED AND MAY CONSIST OF ELEMENTS SUCH AS: CANOPIES, OVERHANGS, PEAKED ROOFS, OR ARCHES.
5. ROOFS SHALL BE A MINIMUM OF 3:12. EXISTING FLAT ROOFS ARE ALLOWED TO REMAIN AND FLAT ROOFS ARE ALLOWED ON PORCHES.

SUBMITTED AS PART OF THE PROPOSED PUD ARE CONCEPTUAL RENDERINGS INDICATING THE GENERAL LEVEL OF DESIGN QUALITY, FINISHES, AND MATERIALS TO BE INCORPORATED IN THE PROJECT (SEE SHEETS 7–9). THE SPECIFIC DESIGN, MATERIALS, AND COLORS TO BE INCORPORATED IN THE TWO–UNIT RESIDENCE AND SINGLE FAMILY HOMES WILL NOT BE FULLY DETERMINED UNTIL DETAILED ARCHITECTURAL DRAWINGS HAVE BEEN DEVELOPED.

ANY DEVELOPMENT SHALL INCORPORATE THE AFOREMENTIONED FEATURES TO CREATE AESTHETICALLY PLEASING BUILDINGS THAT HAVE STRONG ARCHITECTURAL CHARACTER WITH HIGH QUALITY FINISHES.

RELATIONSHIP TO THE CITY OF ENGLEWOOD'S UNIFIED DEVELOPMENT CODE

THE 3299 S. LOGAN STREET RESIDENCES WILL GENERALLY COMPLY WITH THE DEVELOPMENT AND DESIGN STANDARDS SET FORTH IN THE DEVELOPMENT CODE OF THE CITY OF ENGLEWOOD. THE PROPOSED DEVELOPMENT WILL MEET OR EXCEED QUALITY STANDARDS AND LEVELS OF DESIGN WITH REASONABLE ZONING VARIANCES THAT WOULD NOT BE POSSIBLE UNDER A STANDARD ZONE DISTRICT.

THE APPROVED PUD REZONING SHALL NOT LAPSE, BUT SHALL REMAIN IN EFFECT UNTIL SUPERSEDED BY A SUBSEQUENT REVISION OF THE PUD DOCUMENT. THE FOLLOWING MODIFICATION PROCEDURES ARE CONSISTENT WITH THE PUD MODIFICATION PROCEDURES OF THE CITY OF ENGLEWOOD TITLE 16, ZONING REGULATIONS AS LISTED IN THE MODIFICATION AND AMENDMENT OF THE PUD SECTION BELOW.

SHOULD ANY PART OF THESE REGULATIONS AND STIPULATIONS BE DECLARED INVALID OR UNENFORCEABLE BY A COURT OR COMPETENT JURISDICTION, SUCH DECISION SHALL NOT AFFECT THE VALIDITY OF ENFORCEMENT OF THE REMAINING PROVISIONS OF THESE REGULATIONS.

RELATIONSHIP OF THE PUD TO THE PUD SITE PLAN

THE PROVISIONS OF THIS PUD WILL ESTABLISH ZONE DISTRICT STANDARDS WHOSE DETAILS OF DEVELOPMENT WILL BE DELINEATED IN THE PUD SITE PLAN.

MODIFICATION AND AMENDMENT OF THE PUD

ANY FUTURE DEVELOPMENT ON LOTS 1, 2, 3, 4, AND 5 SHALL COMPLY WITH THIS PUD AND DISTRICT DEVELOPMENT PLAN.

DISTRICT PLAN – THE TERMS, CONDITIONS, THE ADOPTED PUD DISTRICT PLAN AND DOCUMENTS MAY BE CHANGED AND/OR AMENDED IN WHOLE OR IN PART AS FOLLOW:

1. MINOR MODIFICATIONS TO THE PUD DISTRICT PLAN: THE CITY MANAGER OR HIS DESIGNEE MAY APPROVE MINOR MODIFICATIONS IN THE LOCATION, SIZING, AND HEIGHT OF STRUCTURES OR FACILITIES IF REQUIRED BY ENGINEERING OR OTHER CIRCUMSTANCES NOT FORESEEN AT THE TIME OF THE PUD DISTRICT PLAN WAS WAS APPROVED. MINOR MODIFICATIONS SHALL NOT BE PERMITTED IF THE MODIFICATION RESULTS IN ANY OF THE CIRCUMSTANCES LISTED BELOW IN THIS PUD.
2. MAJOR MODIFICATIONS TO THE PUD DISTRICT PLAN: MAJOR MODIFICATIONS MAY BE MADE TO THE APPROVED PUD DISTRICT PLAN PURSUANT TO THE SAME LIMITATIONS AND REQUIREMENTS BY WHICH SUCH PLANS AND DOCUMENTS WERE ORIGINALLY APPROVED.

MODIFICATION AND AMENDMENT OF THE PUD (CONT.)

SITE PLAN

1. MINOR MODIFICATIONS TO THE PUD SITE PLAN: THE CITY, THROUGH THE DEVELOPMENT REVIEW TEAM, MAY AUTHORIZE MINOR DEVIATIONS FROM THE PUD SITE PLAN WHEN SUCH DEVIATIONS APPEAR NECESSARY IN LIGHT OF TECHNICAL OR ENGINEERING CONSIDERATIONS. MINOR DEVIATIONS SHALL NOT BE PERMITTED IF ANY OF THE FOLLOWING CIRCUMSTANCES RESULT:
   - 1.1. A CHANGE IN THE CHARACTER OF THE DEVELOPMENT; OR
   - 1.2. A CHANGE IN THE PERMITTED LAND USES; OR
   - 1.3. AN INCREASE IN THE MAXIMUM HEIGHT OF ANY BUILDING OF MORE THAN 5%; OR
   - 1.4. AN INCREASE IN THE NUMBER OF DWELLING UNITS, OR IN THE RATIO OF THE GROSS FLOOR AREA OF STRUCTURES TO THE LAND AREA, OR INCREASES IN THE PROPOSED GROSS FLOOR AREA WITHIN ANY PARTICULAR LAND USE OF MORE THAN 2%; OR
   - 1.5. A REDUCTION IN THE SETBACKS FROM PROPERTY LINES MORE THAN 10%; OR
   - 1.6. AN INCREASE OF MORE THAN 10% IN GROUND COVERAGE BY STRUCTURES OR SURFACE PARKING; OR
   - 1.7. A REDUCTION BY MORE THAN 5% IN THE LAND AREA DESIGNATION FOR LANDSCAPING; OR
   - 1.8. A REDUCTION IN THE RATIO OF OFF–STREET PARKING AND LOADING SPACE TO GROSS FLOOR AREA OR NUMBER OF DWELLING UNITS.
2. SITE PLAN AMENDMENTS NOT MEETING THE ABOVE REQUIREMENTS: ALL PUD SITE PLANS APPROVED AND RECORDED MAY ONLY BE AMENDED PURSUANT TO THE SAME PROCEDURE AND SUBJECT TO THE SAME LIMITATION AND REQUIREMENTS BY WHICH SUCH PLANS WERE APPROVED.

PUD DISTRICT DEVELOPMENT STANDARDS

EXISTING PARCELS 01 AND 02, TOTALING 21,875 SQUARE FEET, ARE BEING RECONFIGURED INTO FIVE (5) LOTS 1, 2, 3, 4, AND 5 AS SHOWN ON THE PROPOSED SITE PLAN. (REFERENCE PROJECT BACKGROUND, SHEET 1). LOTS 1, 2, AND 3 WILL BE SINGLE FAMILY HOMES AND LOTS 4 AND 5 WILL BE A TWO–UNIT RESIDENCE. THERE IS AN OPTION FOR A DETACHED ACCESSORY STRUCTURE ON LOTS 2, 3, AND 4.

1. GENERAL REGULATIONS: UNLESS OTHERWISE PROVIDED FOR IN THIS PUD OR SUBSEQUENT AMENDMENTS, THE PROVISIONS, STANDARDS, REGULATIONS, AND PROCEDURES PERTINENT TO AN APPLICATION FOR THE DEVELOPMENT OF LAND WITHIN THIS PUD ZONE DISTRICT COMPLIES WITH THE R1C ZONE DISTRICT OF THE CITY OF ENGLEWOOD EXCEPT FOR ITEMS NOTED IN THE FOLLOWING SECTIONS.

2. MINIMUM SETBACKS FOR PRINCIPLE STRUCTURES

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
FRONT	15' TO PORCH	15' TO PORCH 20' TO HOUSE	8' TO PORCH 16' TO BUILDING
SIDE	NORTH 2.3' SOUTH 3'	3'	NORTH 10' SOUTH 0'
REAR	45' TO HOUSE	45' TO HOUSE	50' TO BUILDING

   1. LOT 1 HAS AN EXISTING HOUSE. INITIALLY, THIS HOUSE WILL REMAIN, BUT IF A NEW SINGLE FAMILY HOME IS BUILT ON THIS LOT, IT MUST COMPLY WITH THE SETBACKS FOR LOTS 2 AND 3 LISTED ABOVE.
   2. LOTS 2 AND 3 COMPLY WITH ZONE DISTRICT R1C, ONE–UNIT DWELLING ON A SMALL LOT (4,500 SQ. FT.), ON THE REAR AND SIDE SETBACKS, THE FRONT SETBACK DIFFERS. THE OPTIONAL 3–CAR GARAGE WILL HAVE A 1' SETBACK ON THE NORTH SIDE.
   3. LOTS 4 AND 5 HAVE AN EXISTING BUILDING THAT WILL INITIALLY REMAIN AND BE CONVERTED INTO A TWO–UNIT RESIDENCE.

3. MAX BUILDING HEIGHTS FOR PRINCIPLE STRUCTURES

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
MAX HEIGHT	32'	32'	32'

4. MINIMUM SETBACKS FOR REAR GARAGES & DETACHED ACCESSORY STRUCTURES

	LOT 1	LOTS 2, 3, & 4	LOT 5
SIDE	NORTH 2.3' SOUTH 3'	3–CAR GARAGE: NORTH 1' SOUTH 9'	3'
REAR	5.9'	6'	6'

5. MAX BUILDING HEIGHT FOR REAR GARAGES & DETACHED ACCESSORY STRUCTURES

	LOT 1	LOTS 2, 3, & 4	LOT 5
MAX HEIGHT	16'	32'	16'

PUD DISTRICT DEVELOPMENT STANDARDS (CONT.)

6. MIN LOT AREA (SQ. FT.)

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
MIN LOT AREA (SQ. FT.)	4,000	4,500	3,500

   1. LOTS 1–5 TOTAL 21,875 SQUARE FEET, (0.50 ACRES).
   2. LOTS 2 AND 3 COMPLY WITH ZONE DISTRICT R1C, ONE–UNIT DWELLING ON A SMALL LOT (4,500 SQ. FT.)

7. MAX LOT COVERAGE (%)

	LOT 1	LOTS 2 & 3	LOTS 4 & 5
MAX LOT COV. (%)	60%	50%	60%

   1. LOT COVERAGE INCLUDES COVERED PORCHES, GARAGES, AND PORTIONS OF DRIVEWAYS WIDER THAN 12'.
   2. LOT 1 HAS AN EXISTING HOUSE. IF A NEW SINGLE FAMILY HOME IS BUILT ON THIS LOT, IT MAY NOT EXCEED 60% LOT COVERAGE.
   3. LOTS 4 AND 5 HAVE AN EXISTING BUILDING THAT WILL REMAIN. IF A NEW STRUCTURE IS BUILT ON THESE LOTS IT MAY NOT EXCEED 60% LOT COVERAGE.

8. BULK PLANE

   1. LOT 1 HAS AN EXISTING HOUSE AND GARAGE THAT DO NOT MEET CURRENT BULK PLANE STANDARDS. ANY NEW CONSTRUCTION SHALL MEET THE BULK PLANE DIAGRAM ON SHEET 3.
   2. LOTS 2 AND 3 SHALL MEET THE BULK PLANE ON SHEET 3.
   3. LOTS 4 AND 5 HAVE AN EXISTING BUILDING AND DOES NOT MEET CURRENT BULK PLANE STANDARDS. ANY NEW CONSTRUCTION SHALL MEET THE BULK PLANE DIAGRAM ON SHEET 3.

9. PARKING

PARKING FOR LOTS 1–5 SHALL MEET PARKING REQUIREMENTS AS SPECIFIED PER CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16–4–4, TABLE 16–4–4.1.

   1. LOTS 1, 2, AND 3 SHALL HAVE A MINIMUM OF 2 SPACES PER SINGLE FAMILY DETACHED DWELLING UNIT.
   2. LOTS 4 AND 5 SHALL HAVE A MINIMUM OF 2 SPACES PER TWO–UNIT RESIDENCE.
   3. LOTS 2, 3, AND 4 SHALL HAVE A MINIMUM OF 1 SPACE PER DETACHED ACCESSORY STRUCTURE.

10. SIGNAGE

SIGNAGE SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

11. FENCING

FENCING SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

12. LANDSCAPING AND SCREENING

LANDSCAPING AND SCREENING SHALL COMPLY WITH THE CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16–6–7.

   1. REFERENCE PUD LANDSCAPING PLAN, SHEET 07.
   2. LOTS 1–5 SHALL COMPLY WITH TABLE 16–6–7.3, CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE.

13. DETACHED ASSESSORY STRUCTURE

   1. THE DETACHED ACCESSORY STRUCTURE SHALL HAVE A SEPARATE, OUTSIDE ENTRANCE.
   2. THE EXTERIOR MATERIALS AND COLORS OF THE DETACHED ACCESSORY STRUCTURE SHALL COMPLIMENT THE OVERALL CHARACTER OF THE PRINCIPAL DWELLING.
   3. PROPERTY OWNERS ARE RESPONSIBLE FOR THE CONTINUING CARE AND MAINTENANCE OF THE DETACHED ACCESSORY STRUCTURE.
   4. PEDESTRIAN ACCESS TO THE DETACHED ACCESSORY STRUCTURE/ REAR GARAGE SHALL BE PROVIDED FROM THE PUBLIC SIDEWALK THROUGH EACH LOT (WITHOUT REQUIRING PEDESTRIANS AND GUESTS TO USE ALLEY).

14. LIGHTING

EXTERIOR LIGHTING SHALL BE DOWNCAST, FULL CUT OFF LAMPS.

ALLOWED USES

RESIDENTIAL USES

1. GROUP LIVING
   - GROUP LIVING FACILITY, SMALL — PERMITTED
2. HOUSEHOLD LIVING
   - ONE–UNIT DWELLING ON SMALL LOT — PERMITTED
   - ONE–UNIT DWELLING — PERMITTED
   - MULTI–UNIT DWELLING — PERMITTED
   - DETACHED ACCESSORY STRUCTURE — PERMITTED

PUBLIC/INSTITUTIONAL USES (MIN. 24,000 SF OF LOT AREA REQUIRED)

1. GOVERNMENT AND CITY
   - ANY OTHER BUILDINGS AND FACILITIES NOT SPECIFIED UNDER THE PUBLIC/INSTITUTIONAL USES CATAGORY. — PERMITTED
2. PARKS AND OPEN SPACE
   - ATHLETIC FIELD — CONDITIONAL
   - COMMUNITY GARDEN — CONDITIONAL
   - PARK — PERMITTED
3. RELIGIOUS ASSEMBLIES
   - RELIGIOUS INSTITUIONS AND ACCESSORIES — PERMITTED
4. SCHOOL
   - EDUCATION INSTITUTION — PERMITTED
5. TELECOMMUNICATION FACILITY
   - ALTERNATIVE TOWER STRUCTURE — PERMITTED
   - ANTENNA — PERMITTED
   - TOWER STRUCTURE — CONDITIONAL
6. UTILITY FACILITY
   - MINOR UTILITY FACILITY — CONDITIONAL

COMMERCIAL USES (MIN. 24,000 SF OF LOT AREA REQUIRED)

1. DEPENDENT CARE
   - DEPENDENT CARE, LESS THAN 24 HOURS — CONDITIONAL

ACCESSORY USES

AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 – UNIFIED DEVELOPMENT CODE.

TEMPORARY USES

AS LISTED IN ENGLEWOOD MUNICIPAL CODE TITLE 16 – UNIFIED DEVELOPMENT CODE.

ALLOWED USES (CONT.)

DETACHED ACCESSORY STRUCTURE USES

THE DETACHED ACCESSORY STRUCTURE ABOVE THE GARAGES ON LOTS 2–4 SHALL BE LIMITED TO 400 SF OF INTERIOR SPACE WITH THE OPTION TO ADD AN EXTERIOR PATIO OVER THE GARAGE.

1. HOME OCCUPATION: HOME OCCUPATIONS CUSTOMARILY INCIDENTAL TO THE PRINCIPAL USE AS A RESIDENCE MAY BE ALLOWED WHEN CONDUCTED IN THE PRIMARY DWELLING UNIT AND/OR IN THE DETACHED ACCESSORY STRUCTURE, PROVIDED THE FOLLOWING STANDARDS ARE MET:
   - A. ONLY TWO (2) TOTAL HOME OCCUPATIONS SHALL BE PERMITTED WITHIN EACH PROPERTY OF LOTS 2–4 (ONE MAXIMUM IN THE PRIMARY DWELLING UNIT AND ONE MAXIMUM IN THE DETACHED ACCESSORY STRUCTURE).
   - B. ONLY ONE (1) HOME OCCUPATION SHALL BE ALLOWED ON LOT 1 AND LOT 5.
   - C. THE HOME OCCUPATION(S) SHALL BE OPERATED ENTIRELY INDOORS AND ONLY BY THE PERSON OR PERSONS MAINTAINING A DWELLING UNIT ON THE PROPERTY.
   - D. ALL PROVISIONS OF TITLE 16 SECTION 16–5–4.C:1 AS AMENDED SHALL APPLY TO HOME OCCUPATIONS UNLESS OTHERWISE MODIFIED BY THIS PUD.
2. SECONDARY SUITES: A DWELLING UNIT THAT IS CONTAINED WITHIN THE DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED PROVIDED THE FOLLOWING STANDARDS ARE MET:
   - A. ONLY ONE (1) SECONDARY SUITE SHALL BE PERMITTED PER DWELLING UNIT ON LOTS 2, 3, AND 4.
   - B. THE SECONDARY SUITE SHALL NOT HAVE SEPARATE OWNERSHIP FROM THE PRINCIPLE HOME ON THE LOT.
   - C. THE SECONDARY SUITE SHALL ABIDE BY ALL BUILDING CODE PROVISIONS.
   - D. ONE ADDITIONAL PARKING SPACE SHALL BE PROVIDED IN ADDITION TO THE PARKING REQUIREMENTS FOR SINGLE FAMILY DETACHED DWELLING UNITS AS SPECIFIED PER CITY OF ENGLEWOOD UNIFIED DEVELOPMENT CODE SECTION 16–4–4, TABLE 16–4–4.1.

   REQUIREMENTS:
   - A. THE OWNER MUST RESIDE ON THE PROPERTY IN EITHER THE MAIN RESIDENCE OR THE SECONDARY SUITE.
   - B. SECONDARY SUITES SHALL NOT BE SUBDIVIDED OR FREE TO EXIST ON THEIR OWN.
   - C. SECONDARY SUITES SHALL BE INTENDED AS A RENTAL UNIT OR AS AN INDEPENDENT OPTION FOR FAMILY MEMBERS.
   - D. SECONDARY SUITES SHALL BE FOR FIXED RESIDENCE, NOT A TOURIST ACCOMODATION.
   - E. SECONDARY SUITES SHALL HAVE ONE OR MORE HABITABLE ROOMS, BUT NOT MORE THAN TWO BEDROOMS AND ONE COOKING FACILITY, FOR THE RESIDENTIAL ACCOMODATION OF: ONE OR MORE INDIVIDUALS WHO ARE RELATED THROUGH MARRIAGE OR COMMON LAW, BLOOD RELATIONSHIP, LEGAL ADOPTION, OR LEGAL GUARDIANSHIP; OR A GROUP OF NOT MORE THAN TWO UNRELATED PERSONS.
3. FLEXIBLE SPACE: SPACE IN THE DETACHED ACCESSORY STRUCTURE SHALL BE ALLOWED PROVIDED THE FOLLOWING STANDARDS ARE MET:
   - A. THE FLEXIBLE LIVING SPACE MUST ABIDE BY ALL BUILDING CODE PROVISIONS.

   EXAMPLES OF FLEXIBLE LIVING SPACE INCLUDE (BY THE WAY OF EXAMPLE, BUT NOT LIMITED TO):
   - A. CRAFT OR HOBBY ROOM
   - B. ENTERTAINMENT SPACE, SUCH AS A HOME THEATER
   - C. HOME GYM
   - D. ART STUDIO
   - E. MUSIC/MEDIA ROOM
   - F. KIDS PLAYROOM
   - G. HOME SCHOOLING ROOM
   - H. ADDITONAL STORAGE SPACE

DETACHED ACCESSORY STRUCTURE HABITABILITY/FINISHABILITY:

BUILDING PERMITS AND INSPECTIONS ARE REQUIRED TO FINISH ANY NON–HABITABLE SPACE INTO HABITABLE SPACE. BUILDING CODES ARE PERIODICALLY REVISED AND NON–HABITABLE SPACE THAT MAY BE FINISHED OR CONVERTED TO HABITABLE SPACE UNDER CURRENT BUILDING CODES MAY NOT BE ALLOWED TO BE CONVERTED OR FINISHED UNDER CODE REVISIONS ADOPTED IN THE FUTURE.

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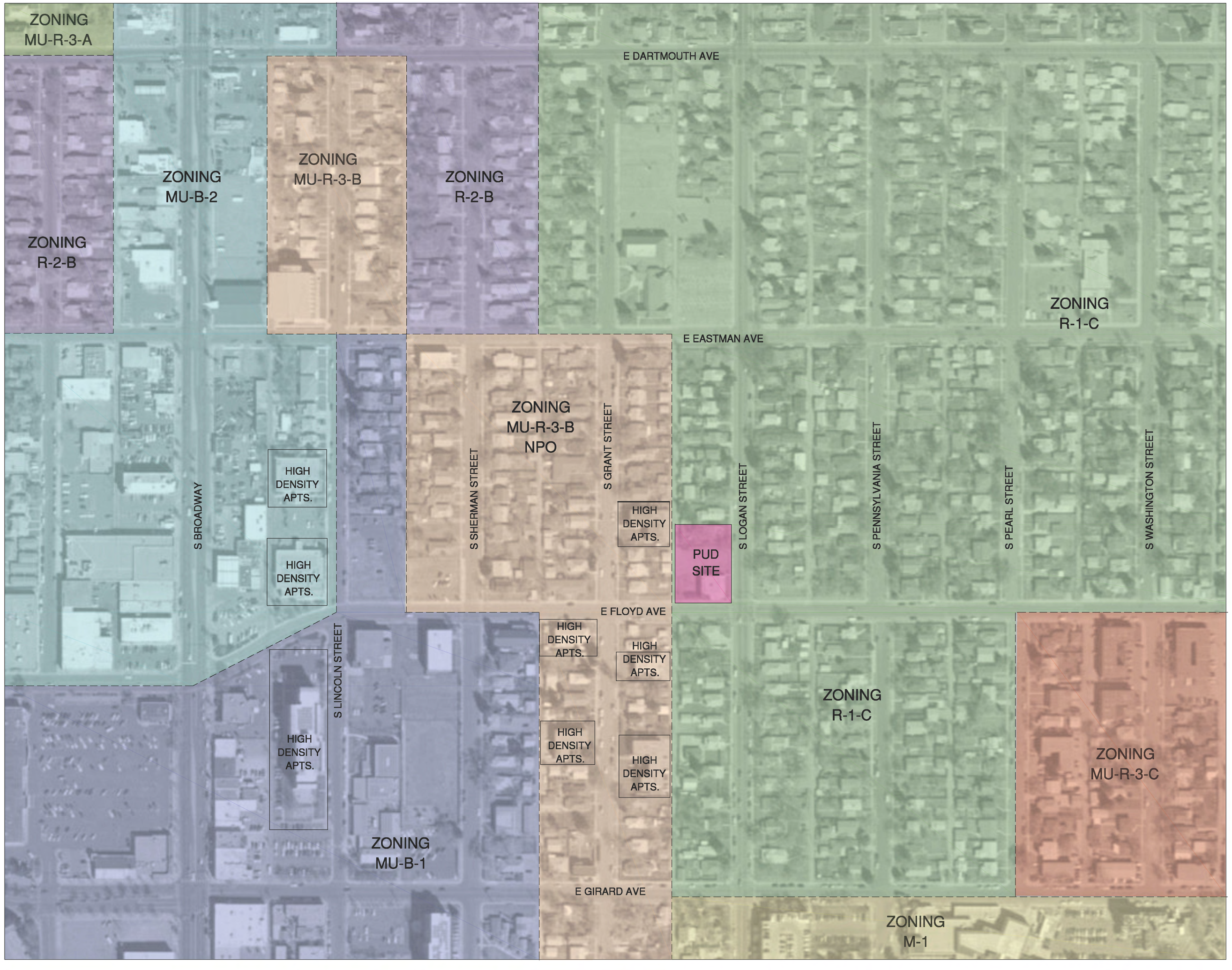
3299 S. LOGAN STREET RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

DISTRICT PLAN

EXISTING SITE PLAN



ZONING BOUNDRY

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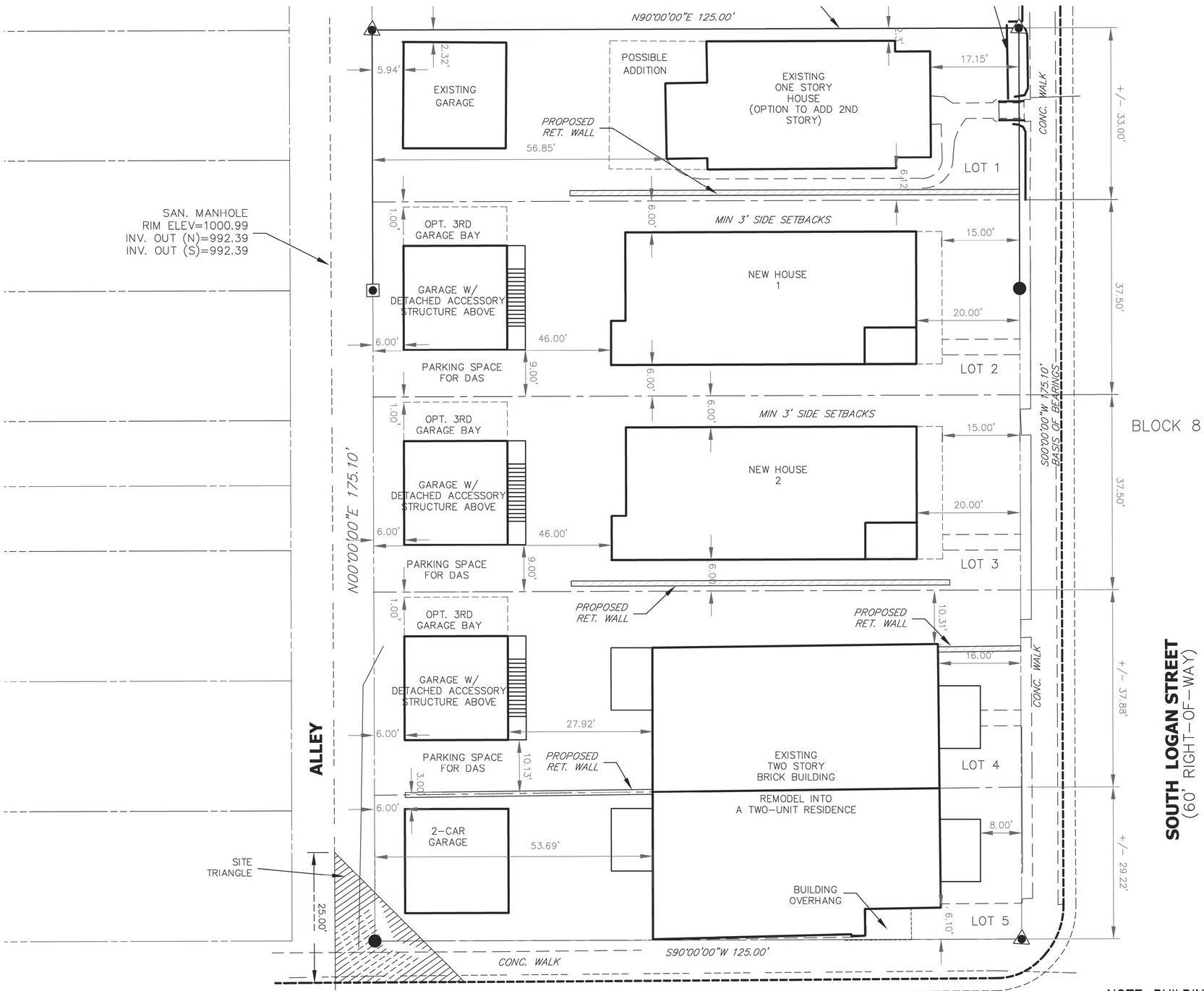
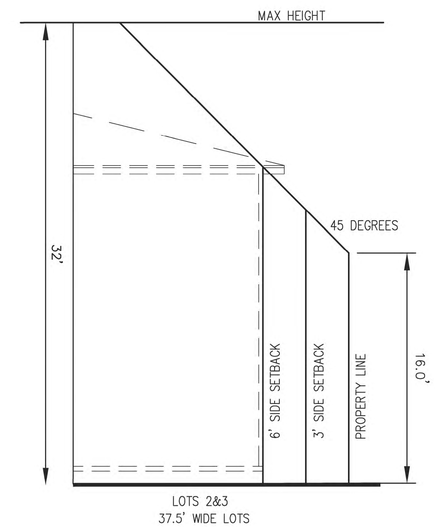
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

EXISTING SITE PLAN

3299 S. LOGAN STREET RESIDENCES
PROPOSED SITE PLAN



CONCEPTUAL BULK PLANE SECTION
LOTS 2 & 3, NTS



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ORIGINAL SCALE: 1" = 10'

NOTE: BUILDING FOOTPRINTS ARE CONCEPTUAL AND SUBJECT TO CHANGE

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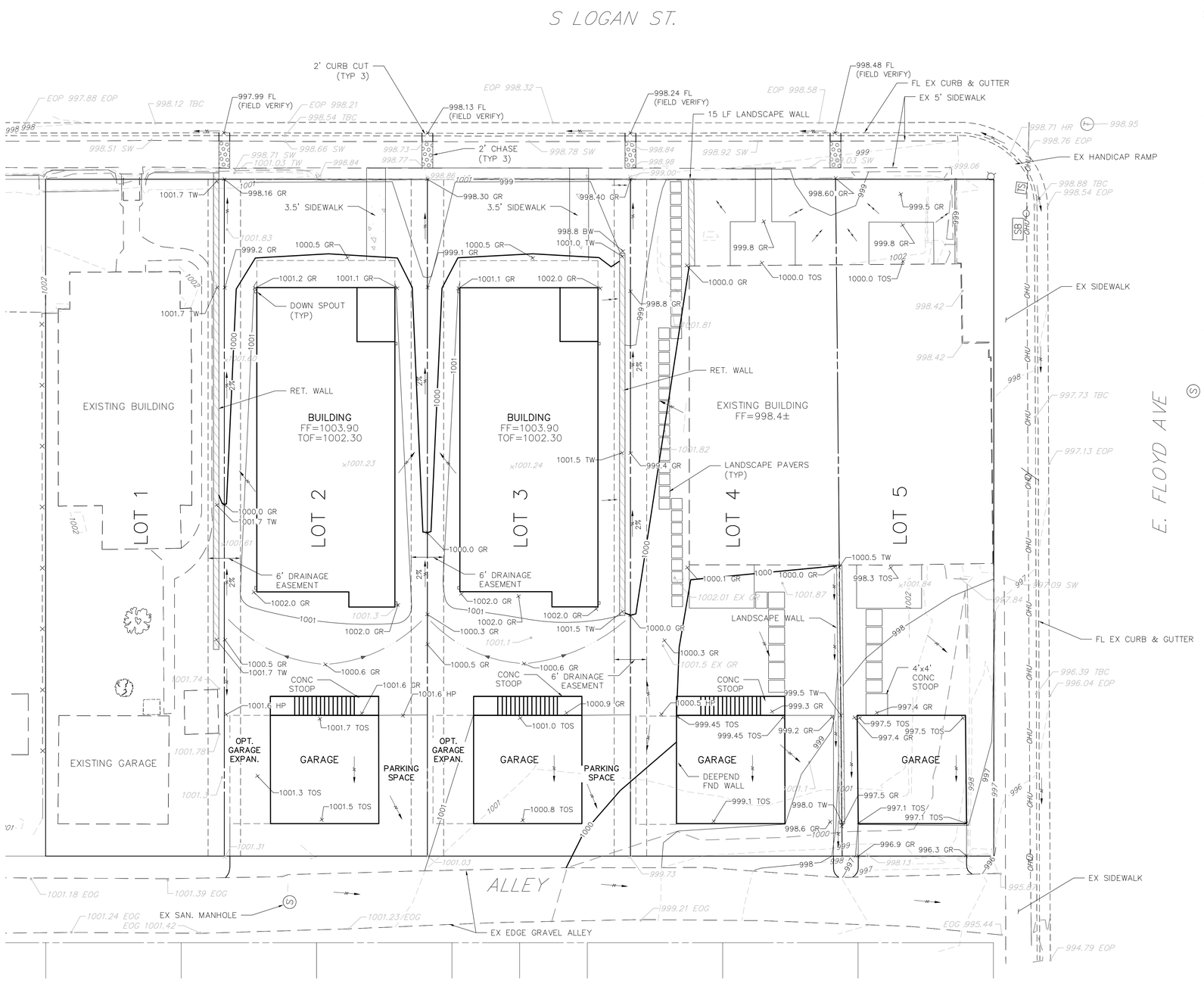
PLANNED UNIT DEVELOPMENT



GRADING/EROSION CONTROL NOTES

1. THE EROSION CONTROL INSPECTOR MUST BE NOTIFIED AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION ON THIS SITE.
2. THERE SHALL BE NO EARTH-DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED ON THE ACCEPTED PLANS.
3. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND EROSION CONTROL REPORT.
4. AT ALL TIMES DURING CONSTRUCTION, THE DEVELOPER SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON-SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WIND BLOWN SEDIMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.
5. PRE-DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO SOILS IN AREAS OUTSIDE PROJECT STREET RIGHTS-OF-WAY SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE LOCAL ENTITY.
7. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL:
   A. BE INSPECTED AT A MINIMUM OF ONCE EVERY TWO (2) WEEKS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.
   B. REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED AS DETERMINED BY THE EROSION CONTROL INSPECTOR.
   C. BE REMOVED AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE EROSION CONTROL INSPECTOR.
8. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.
9. THE CONTRACTOR SHALL CLEAN UP ANY INADVERTENT DEPOSITED MATERIAL IMMEDIATELY AND MAKE SURE STREETS ARE FREE OF ALL MATERIALS BY THE END OF EACH WORKING DAY.
10. (S) ALL RETAINED SEDIMENTS, PARTICULARLY THOSE ON PAVED ROADWAY SURFACES, SHALL BE REMOVED AND DISPOSED OF IN A MANNER AND LOCATION SO AS NOT TO CAUSE THEIR RELEASE INTO ANY WATERS OF THE UNITED STATES.
11. NO SOIL STOCKPILE SHALL EXCEED TEN (10) FEET IN HEIGHT. ALL SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING, AND PERIMETER SILT FENCING. ANY SOIL STOCKPILE REMAINING AFTER THIRTY (30) DAYS SHALL BE SEEDED AND MULCHED.
12. CITY ORDINANCE AND COLORADO DISCHARGE PERMIT SYSTEM (CDPS) REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE DEVELOPER SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
14. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.
15. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF PARCELS UNDER CONSTRUCTION, ONE OR MORE OF THE FOLLOWING SEDIMENT/EROSION CONTROL BMPs SHALL BE INSTALLED AND MAINTAINED UNTIL THE LOTS ARE SUFFICIENTLY STABILIZED.
   A. BELOW ALL GUTTER DOWNSPOUTS.
   B. OUT TO DRAINAGE SWALES.
   C. ALONG DOWNSTREAM LOT LINES.
   D. OTHER LOCATIONS, IF NEEDED.
   INSTALL BMPs AS SHOWN ON THE EROSION CONTROL PLANS PROVIDED HEREIN.
16. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE DEVELOPER SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY/COUNTY/STATE.
17. A VEHICLE TRACKING CONTROL PAD SHALL BE INSTALLED WHEN NEEDED FOR CONSTRUCTION EQUIPMENT, INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING ROADWAYS. NO EARTHEN MATERIALS, I.E. STONE, DIRT, ETC. SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, STAGING AREAS, CONSTRUCTION MATERIALS, CONCRETE WASHOUT AREAS, AND/OR BUILDING SITES.

BENCHMARK

ALL VERTICAL INFORMATION IS BASED ON A SITE ASSUME DATUM OF 1,000.00 FEET.

LEGEND

	EXISTING MINOR/1' CONTOUR
5000	EXISTING MAJOR/5' CONTOUR
	PROPOSED MINOR/1' CONTOUR
5000	PROPOSED MAJOR/5' CONTOUR
1001.50	PROPOSED SPOT ELEVATION
998.50 / 999.50	EXISTING SPOT ELEVATIONS
FL	FLOW LINE
GR	GRADE
HP	HIGH POINT
FF	FINISHED FLOOR
TOS	TOP OF SLAB
TOF	TOP OF FOUNDATION
EOP	EDGE OF PAVEMENT
EOG	EDGE OF GRAVEL
TW	TOP OF WALL
SW	SIDEWALK
BW	BOTTOM OF WALL
	FLOW DIRECTION

10 5 0 10 20
ORIGINAL SCALE: 1" = 10'

811 Know what's **below.** **Call** before you dig.

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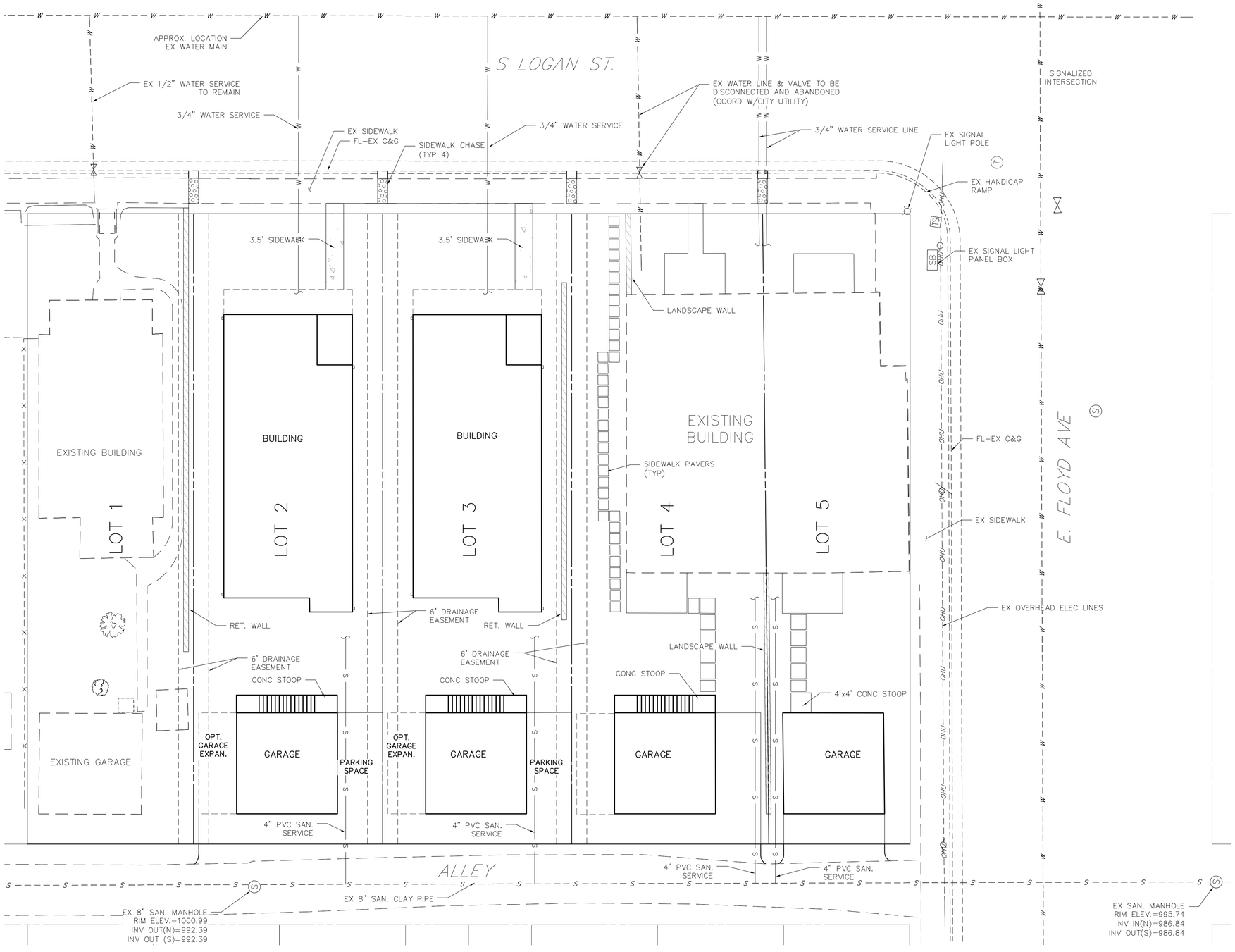
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

GRADING & DRAINAGE PLAN

3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT



CONTRACTOR & DEVELOPER GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS OF THE CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE MOST RESTRICTIVE STANDARD SHALL APPLY. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY THE CITY OF ENGLEWOOD.
2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
3. ALL SANITARY SEWER, STORM SEWER, AND WATER LINE CONSTRUCTION, AS WELL AS POWER AND OTHER "DRY" UTILITY INSTALLATIONS, SHALL CONFORM TO THE CITY OF ENGLEWOOD STANDARDS AND SPECIFICATIONS, CURRENT AT THE DATE OF APPROVAL OF THE PLANS BY THE CITY OF ENGLEWOOD ENGINEER.
4. THE TYPE, SIZE, LOCATION AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCOVERY OF THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
5. THE DEVELOPER/CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 1-800-922-1987, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING, TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH / IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
6. IF A CONFLICT EXISTS BETWEEN EXISTING AND PROPOSED UTILITIES AND/OR A DESIGN MODIFICATION IS REQUIRED, THE DEVELOPER SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATION(S) MUST BE APPROVED BY THE CITY OF ENGLEWOOD PRIOR TO BEGINNING CONSTRUCTION.
7. THE MINIMUM COVER OVER WATER LINES IS 5.0 FEET AND THE MAXIMUM COVER IS 6.5 FEET UNLESS OTHERWISE NOTED IN THE PLANS AND APPROVED BY THE WATER UTILITY.
8. THE DEVELOPER SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE COLORADO PERMIT FOR STORM WATER DISCHARGE (CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, (303) 692-3590), THE STORM WATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
9. TEMPORARY EROSION CONTROL DURING CONSTRUCTION SHALL BE PROVIDED AS SHOWN ON THE EROSION CONTROL PLAN IF REQUIRED BY THE CITY OF ENGLEWOOD. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE DEVELOPER, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACE, SEEDING OR LANDSCAPING.
11. NO WORK MAY COMMENCE WITHIN ANY IMPROVED OR UNIMPROVED PUBLIC RIGHT-OF-WAY UNTIL A RIGHT-OF-WAY PERMIT OR DEVELOPMENT CONSTRUCTION PERMIT IS OBTAINED, IF APPLICABLE.

BENCHMARK

ALL VERTICAL INFORMATION IS BASED ON A SITE ASSUMED DATUM OF 1,000.00 FEET.

LEGEND

EXISTING WATER LINE	W
EXISTING SAN SEWER LINE	S
EXISTING OVERHEAD ELEC	OHU
EXISTING BUILDING	
PROPOSED WATER LINE	W
PROPOSED SAN SEWER LINE	S
EX STREET LIGHT	
EX SIGN	
EX VALVE	
EX TRAFFIC SIGNAL BOX	SB
UTILITY POLE	
GUY ANCHOR	
GUY POLE	
EX METER	G
TELEPHONE PEDESTAL	T
CLEAN-OUT	
EX SAN MANHOLE	S

10 5 0 10 20

ORIGINAL SCALE: 1" = 10'

Know what's **below.** **Call before you dig.**

SUBMITTAL: APRIL 8, 2014
REVISION # / DATE:
REVISION # / DATE:
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REVISION # / DATE:
REVISION # / DATE:
REVISION # / DATE:

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WESTMINSTER, CO 80031
Phone: 303-635-0830
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3299 S. LOGAN STREET RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

UTILITY PLAN

3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT

1 MASTER LANDSCAPE PLAN
SCALE: 1" = 10'-0"

SITE CALCULATIONS

	LOT #1	LOT #2	LOT #3	LOT #4	LOT #5	TOTAL
SITE AREA *(sf)* *	4,125	4,688	4,688	4,805	3,580	***21,885***
EXISTING LOT COVERAGE STRUCTURES						
SINGLE FAMILY	1,150					***1,150***
MULTI-FAMILY				1,535	1,487	***3,022***
GARAGES	407					***407***
PROPOSED STRUCTURES						
GARAGES		550	550	550	410	***2,060***
RESIDENTIAL	350	1,583	1,583			***3,516***
2 STORY PATIO				182	178	***360***
DRIVEWAY (EXCEEDING 12 FT)	49	96	96	96	78	***414***
TOTAL STRUCTURE *(sf)*	1,907	2,229	2,229	2,363	2,153	***10,880***
PERCENT OF SITE *(sf)*	46.2%	47.5%	47.5%	49.2%	60.1%	**49.7%**
MATERIAL REQUIREMENT **						
MINIMUM RLA AREA *(sf) (40% OF SITE)*	1,650	1,875	1,875	1,922	1,432	*8,754*
RLA AREA PROPOSED	1,772	2,205	2,205	2,151	1,285	**9,618**
PROPOSED LANDSCAPE AREA OF SITE	43%	47%	47%	45%	36%	**44%**
LIVING LANDSCAPE MIN. *(sf) (70% OF RLA)*	1,240	1,544	1,544	1,506	900	6,128
LIVING LANDSCAPE PROPOSED *(sf)*	1,000	1,334	1,334	1,800	1,100	**6,568**
% OF RLA AS LIVING LANDSCAPE	56%	60%	60%	84%	86%	**75%**
TOTAL REQUIRED TREES (TRT)	3	3	3	3	2	14
REQ. TREES: STRUCTURE TO CURB	2	2	2	2	1	*9*
TOTAL PROVIDED TREES	3	3	3	4	4	***17***
TOTAL REQUIRED SHRUBS (TRS)	17	19	19	19	14	88
REQ. SHRUBS: STRUCTURE TO CURB	5	6	6	6	5	*29*
TOTAL PROVIDED SHRUBS	21	21	22	42	31	***137***
TOTAL PROVIDED ORNAMENTALS	4	19	19	26	20	***88***
IRRIGATION TAP						
DOMESTIC AUTOMATIC	1	1	1	1	1	**5**

* QUANTITIES DEPICT SQUARE FOOTAGE OF PROPOSED AND EXISTING STRUCTURES ON THE SITE
** QUANTITIES DEPICT SQUARE FOOTAGE AND LANDSCAPE REQUIREMENTS ACCORDING TO SECTION 16-6-7 THE CITY OF ENGLEWOOD MUNICIPAL CODE WITHIN THE PROPERTY BOUNDARY.

LANDSCAPE KEY

STREET TREES
ORNAMENTAL TREES
EVERGREEN TREES
DECIDUOUS SHRUBS
EVERGREEN SHRUBS
ORNAMENTAL GRASSES
SOD
MULCH BEDS
EDGER
6' PRIVACY FENCE

GENERAL NOTES

1. FINAL CONSTRUCTION DOCUMENTS SUBMITTED TO THE CITY SHALL CONFORM TO THE REQUIREMENTS OUTLINED WITHIN THIS PUD SUBMITTAL.
2. LANDSCAPE PLANS DEPICTED ARE SCHEMATIC IN NATURE AND ARE SUBJECT TO MODIFICATIONS, THE DEVELOPER'S PROGRAM, THE BUILDING'S ARCHITECTURE AND TARGET DEMOGRAPHIC, OR OTHER NECESSARY REQUIREMENTS.
3. THE LOCATION OF LANDSCAPE PLANTINGS MAY BE ALTERED TO PROVIDE ADEQUATE CLEARANCE FROM THE FINAL LOCATION OF UNDERGROUND UTILITIES. THE BASE OF DECIDUOUS TREES SHALL BE PLANTED NO CLOSER THAN 5' FROM WET UTILITIES. THE BASE OF EVERGREEN TREES SHALL BE PLANTED NO CLOSER THAN 10' FROM ALL WET UTILITIES UNLESS OTHERWISE DIRECTED BY THE CITY
4. GRASS AREAS DESIGNATED AS IRRIGATED TURF SHALL BE SEEDED OR SODDED WITH A DROUGHT TOLERANT GRASS MIXTURE.
5. THE SIZE OF DECIDUOUS TREES SHALL BE A MINIMUM OF 2 1/2" CALIPER AND THE SIZE OF EVERGREEN TREES SHALL BE A MINIMUM OF 6'-8' IN HEIGHT.
6. THE SIZE OF DECIDUOUS AND EVERGREEN SHRUBS SHALL BE A MINIMUM OF 5 GALLONS.
7. THE SIZE OF ORNAMENTAL GRASSES AND PERENNIALS SHALL BE A MINIMUM OF 1 GALLON.
8. THE QUANTITY AND LOCATION OF LANDSCAPE AND HARDSCAPE ELEMENTS DEPICTED MAY BE ALTERED WITHIN THE CONSTRUCTION DOCUMENTS, WITH THE INTENT OF RETAINING APPROXIMATE RLA AND LIVING LANDSCAPE TOTALS.
9. WHENEVER POSSIBLE, MECHANICAL DEVICES SHALL BE SCREENED WITH LANDSCAPE MATERIAL.
10. ALL LANDSCAPE IMPROVEMENTS SHALL BE DESIGNED AND INSTALLED WITH THE INTENT TO PRESERVE THE PEDESTRIAN EXPERIENCE WHILE ENSURING PUBLIC SAFTEY AND MAINTAINING A HIGH AESTHETIC QUALITY WITHIN THE SITE.
11. PLANT DIVERSITY SHOULD BE CONSIDERED WHEN SELECTING STREET TREES. THE MAXIMUM PERCENTAGE OF ANY ONE SHRUB OR TREE SPECIES ON SITE SHOULD NOT EXCEED 33%.
12. FENCE LOCATIONS ARE CONCEPTUAL AND WILL BE FURTHER REFINED IN THE CONSTRUCTION DOCUMENTS.
13. EACH LOT'S LANDSCAPE SHALL BE IRRIGATED USING THEIR OWN INDEPENDENT DOMESTIC TAP.

PLANTING STANDARDS

1. THE REQUIRED LANDSCAPE AREA (OR RLA) SHALL BE CALCULATED FROM THE AGGREGATE OF THE TOTAL SITE AREA AND NOT FROM INDIVIDUAL LOTS.
2. PER TABLE 16-6-7.3, A MINIMUM OF 40% OF THE TOTAL SITE AREA SHALL BE R.L.A.
3. A MINIMUM OF 70% OF THE SQUARE FOOTAGE OF R.L.A. SHALL BE LIVING LANDSCAPE.
4. A MINIMUM OF ONE TREE PER EVERY 625 SQUARE FEET OF REQUIRED LANDSCAPED AREA SHALL BE REQUIRED.
5. A MINIMUM OF 50% OF TREE REQUIREMENTS SHALL BE PLANTED BETWEEN THE PRINCIPAL STRUCTURE AND CURB.
6. WHEN THE REQUIRED LANDSCAPE AREA IS LESS THAN ONE THOUSAND TWO-HUNDRED FIFTY (1,250) SQ. FT. A MINIMUM OF TWO TREES SHALL BE REQUIRED.
7. A MINIMUM OF ONE SHRUB PER 100 SQUARE FEET OF LANDSCAPED AREA IS REQUIRED. A MINIMUM OF 30% OF SHRUB REQUIREMENTS SHALL BE PLANTED BETWEEN THE PRINCIPAL STRUCTURE AND CURB.
8. A LOW WATER PLANT PALETTE IS PROPOSED. ADDITIONAL PLANTS MAY BE PROPOSED IN SUBSEQUENT PROCESSES.
9. A DROUGHT TOLERANT PLANT PALETTE HAS BEEN SUGGESTED. ADDITIONAL PLANTS MAY BE PROPOSED IN SUBSEQUENT PROCESS.
10. A MINIMUM OF 1 STREET/CANOPY TREE WILL BE PLANTED WITHIN THE STREET-SCAPE AS PART OF THE TRT (EXCEPTION TO LOT 5-DUE TO SITE SIZE CONSTRAINTS). REMAINING TRT CAN BE FULFILLED BY ORNAMENTAL OR EVERGREEN TREES.

SUGGESTED PLANT PALETTE

DECIDUOUS TREES
BOTANICAL NAME / COMMON NAME
Acer freemanii `Autumn Blaze` / Autumn Blaze Maple
Existing Tree / Existing Tree
Gleditsia triacanthos `Imperial` / Imperial Honeylocust
Koelreuteria paniculata / Golden Rain Tree
Tilia americana `Redmond` / Redmond American Linden

EVERGREEN TREES
BOTANICAL NAME / COMMON NAME
Juniperus scopulorum `Skyrocket` / Skyrocket Juniper
Pinus aristata `Sherwood Compacta` / Dwarf Bristlecone Pine

ORNAMENTAL TREES
BOTANICAL NAME / COMMON NAME
Acer ginnala compactum / Compact Amur Maple
Acer tataricum / Tatarian Maple
Crataegus x mordenensis `Toba` / Toba Hawthorn
Malus x `Radiant` / Radiant Crab Apple
Malus x `Spring Snow` / Spring Snow Crab Apple
Prunus virginiana `Shubert` / Canada Red Chokecherry

ORNAMENTAL GRASSES
Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass
Festuca glauca `Elijah Blue` / Blue Fescue
Helictotrichon sempervirens / Blue Oat Grass
Miscanthus sinensis `Morning Light` / Morning Light Silver Grass
Miscanthus sinensis `Variegatus` / Variegated Japanese Silver Grass
Pennisetum alopecuroides / Fountain Grass
Pennisetum alopecuroides `Hameln` / Dwarf Fountain Grass
Schizachyrium scoparium / Little Bluestem Grass

DECIDUOUS SHRUBS
BOTANICAL NAME / COMMON NAME
Berberis thunbergii `Atropurpurea Nana` / Dwarf Redleaf Japanses Barberry
Caryopteris x clandonensis `Blue Mist` / Blue Mist Shrub
Cercis canadensis / Eastern Redbud Multi-trunk
Cornus sericea `Kelseyi` / Kelseyi Dogwood
Forsythia x intermedia `Arnold`s Dwarf` / Dwarf Forsythia
Genista tinctoria `Plena` / Woadwaxen
Ligustrum vulgare `Lodense` / Lodense Privet
Potentilla fruticosa `Gold Drop` / Gold Drop Potentilla
Prunus besseyi `Pawnee Buttes` / Sand Cherry
Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac
Ribes alpinum / Alpine Currant
Spiraea x bumalda `Anthony Waterer` / Anthony Waterer Spiraea
Spiraea x bumalda `Limemound` TM / Limeound Spirea
Syringa meyeri `Palibin` / Dwarf Korean Lilac

EVERGREEN SHRUBS
BOTANICAL NAME / COMMON NAME
Arctostaphylos x coloradoensis / Manzanita
Arctostaphylos x coloradoensis `Panchito` / Panchito Manzanita
Buxus sinica insularis `Wintergreen` / Wintergreen Korean Littleleaf Boxwood
Cotoneaster dammeri `Coral Beauty` / Bearberry Cotoneaster
Cotoneaster horizontalis perpusillus / Perpusillus Rock Spray Cotoneaster
Euonymus fortunei `Colorata` / Purple-leaf Winter Creeper
Juniperus horizontalis plumosa `Youngstown` / Creeping Juniper
Juniperus horizontalis `Blue Chip` / Blue Chip Juniper
Juniperus sabina `Arcadia` / Arcadia Juniper
Juniperus sabina `Buffalo` / Buffalo Juniper
Pinus mugo `Mops` / Mugo Pine

SUBMITTAL: 4 / 8 / 14
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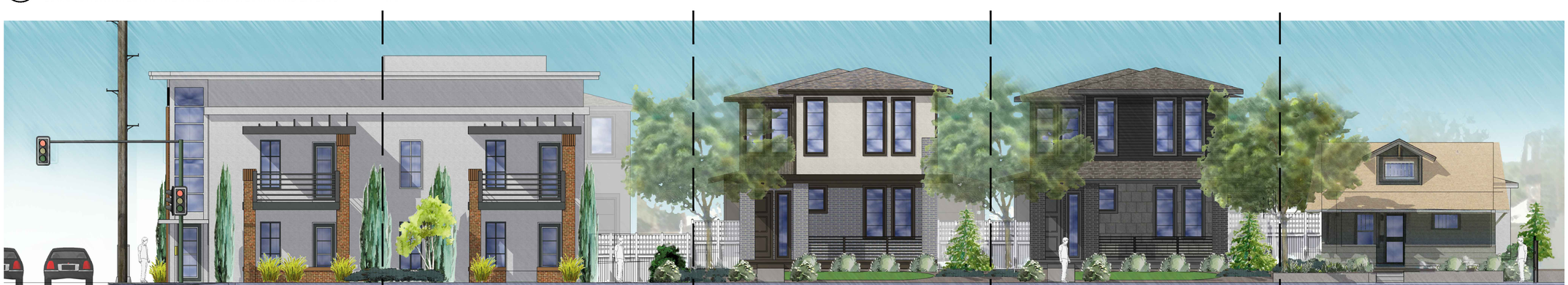
3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

LANDSCAPING PLAN

* ILLUSTRATIONS ARE DEPICTIONS OF ARTISTS INTERPRETATION AND SUBJECT TO CHANGE.

3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT

1 CONCEPTUAL STREETSCAPE PERSPECTIVE *
LOOKING NORTHWEST AT THE CORNER OF S. LOGAN AND E. FLOYD NTS



2 CONCEPTUAL STREETSCAPE ELEVATION*
LOOKING AT THE WEST SIDE OF S. LOGAN ST NTS

SUBMITTAL: 4/8/14
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3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

CONCEPTUAL RENDERING

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3299 S. LOGAN STREET RESIDENCES
PLANNED UNIT DEVELOPMENT

1 CONCEPTUAL ALLEY PERSPECTIVE *

LOOKING NORTH BETWEEN S. LOGAN ST AND S. GRANT ST. NTS

SUBMITTAL: 4/8/14

REVISION # / DATE:
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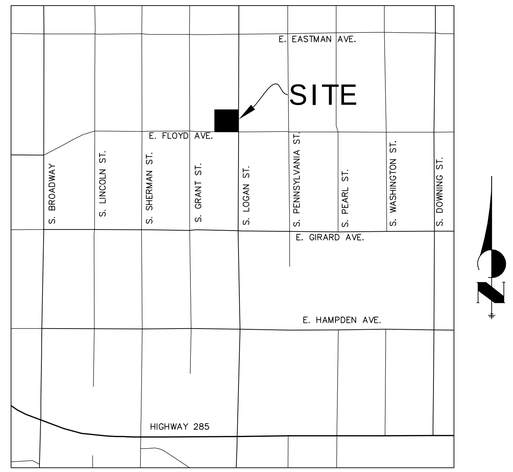
3299 S. LOGAN STREET RESIDENCES

PLANNED UNIT DEVELOPMENT
ENGLEWOOD, COLORADO

CONCEPTUAL RENDERING

ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
SCALE 1"=5000'

LEGAL DESCRIPTION:

LOTS 25 THROUGH 29, INCLUSIVE, BLOCK 8, ROSE ADDITION TO ENGLEWOOD, COLORADO. COUNTY OF ARAPAHOE, STATE OF COLORADO

TITLE COMMITMENT NOTES:

THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE COMMITMENT NO. 1502375, PREPARED BY CHICAGO TITLE INSURANCE COMPANY FOR SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED JUNE 28, 2013 AT 7:30 A.M.

THE FOLLOWING COMMENTS ARE IN REGARDS TO THE ABOVE-REFERENCED TITLE COMMITMENT. THE NUMBERS IN OUR COMMENTS CORRESPOND TO THE NUMBERING SYSTEM USED IN THE TITLE COMMITMENT.

SCHEDULE A

ITEM	COMMENT
1.	NOTED ABOVE. (Commitment No. and date)
2.-4.,	JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.
5.	THE LEGAL DESCRIPTION OF THE LAND SURVEYED IS SHOWN PER THIS COMMITMENT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

SCHEDULE B - SECTION 1 (REQUIREMENTS)

JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.

SCHEDULE B - SECTION 2 (EXCEPTIONS)

ITEM	COMMENT
1.	VISIBLE AND APPARENT EVIDENCE OF RIGHTS OR CLAIMS OF PARTIES IN POSSESSION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
2.	VISIBLE AND APPARENT EVIDENCE OF EASEMENTS OR CLAIMS OF EASEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
3.	VISIBLE AND APPARENT DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA AND ENCROACHMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
4.-8.	JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.
9.	THE PLAT OF ROSE ADDITION TO ENGLEWOOD RECORDED IN PLAT BOOK 2 AT PAGE 37 DOES NOT APPEAR TO CONTAIN ANY ITEMS OTHER THAN LOT DIMENSIONS AND STREET LAYOUT. THESE ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS OR NOTES ON THE PLAT, IF ANY, HAVE NOT BEEN EXAMINED OR ADDRESSED BY JR ENGINEERING, LLC.
10.	JR ENGINEERING, LLC DID NOT ADDRESS OR EXAMINE THIS ITEM.

GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION – A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
3. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF ARAPAHOE COUNTY, COLORADO.
4. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
5. BURIED UTILITIES AND/OR PIPELINES ARE SHOWN PER VISIBLE AND APPARENT SURFACE EVIDENCE OR RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES ARE REQUIRED, THE UTILITY WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. JR ENGINEERING, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
6. THE BASIS OF BEARINGS IS THE WEST RIGHT-OF-WAY LINE OF SOUTH LOGAN STREET. IT IS ASSUMED TO BEAR S00°00'00"W
7. THE LAST FIELD INSPECTION OF THIS SITE WAS ON AUGUST 14, 2013.
8. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET". ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ARAPAHOE COUNTY, COLORADO, MAP NUMBER 08005C0161K, REVISED DATE DECEMBER 17, 2010. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
10. THE BUILDING FOOTPRINT CONTAINS A CALCULATED AREA OF 3,021 SQUARE FEET.
11. ALL TIES TO RECORD TITLE LINES FROM THE BUILDING CORNERS OR OTHER IMPROVEMENTS SHOWN HEREON ARE PERPENDICULAR TO THE RECORD TITLE LINE.
12. THERE ARE NO DESIGNATED PARKING AREAS ON THE SUBJECT PROPERTY.
13. THIS SITE CONTAINS A CALCULATED AREA OF 15,625 SQUARE FEET OR 0.359 ACRE.
14. CONTOURS SHOWN HEREON ARE BASED ON ASSUMED DATUM.
15. THERE IS NO VISIBLE EVIDENCE THAT THE SUBJECT PROPERTY IS BEING USED AS A SOLID WASTE DUMP, SUMP OR LANDFILL. JR ENGINEERING, LLC DID NOT RESEARCH THE HISTORIC USE OF THIS SITE.

SURVEYOR'S STATEMENT:

THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE STATEMENT HEREON. THIS STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RESTATEMENT BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

TO SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND TO CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(b), 8, 9, 11(a), 11(b), 13, 14, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2013. DATE OF MAP OR PLAT:

COLORADO LICENSED
KENNETH D. BAKER
15606
PROFESSIONAL LAND SURVEYOR

KENNETH D. BAKER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 15606
FOR AND ON BEHALF OF JR ENGINEERING, LLC
EMAIL: KBAKER@JRENGINEERING.COM

NOTICE:

PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. JR ENGINEERING, LLC AND/OR THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR MORE THAN THE COST OF THIS SURVEY AND THEN ONLY TO THE CLIENT SPECIFICALLY SHOWN HEREON OR IN OUR FILE BY SIGNED AUTHORIZATION. ACCEPTANCE AND/OR USE OF THIS INSTRUMENT FOR ANY PURPOSE CONSTITUTES AGREEMENT BY THE CLIENT TO ALL TERMS STATED HEREON.

NO.	REVISION	BY	DATE
4			
3			
2			
1			

DWN. BY SJM	CHK. BY KDB
SCALE 1"=20'	DATE AUGUST 15, 2013
JOB NO. 15739.00	SHT. 1 OF 2

ALTA/ACSM LAND TITLE SURVEY
3279 & 3299 S. LOGAN ST.
ENGLEWOOD, CO 80113

J·R ENGINEERING
A Westrian Company
Centennial 303-740-9393 • Colorado Springs 719-593-2593
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ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
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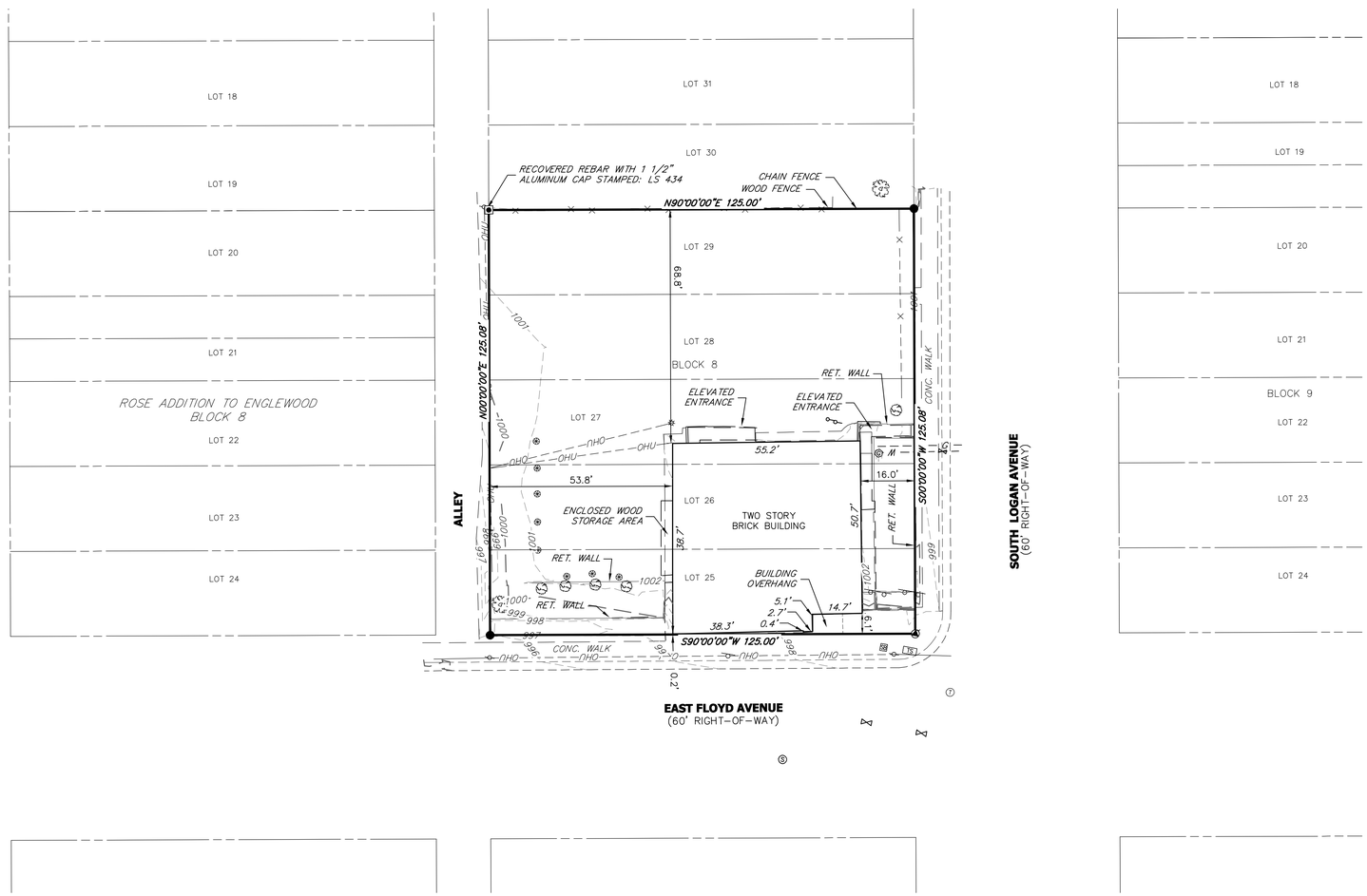

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20 10 0 20
ORIGINAL SCALE: 1" = 20'

LEGEND

- RECOVERED MONUMENT AS DESCRIBED
- SET REBAR AND YELLOW PLASTIC CAP STAMPED: LS 15606
- SET NAIL AND BRASS TAG STAMPED: LS 15606
- STREET LIGHT
- SIGN
- VALVE
- TRAFFIC SIGNAL BOX
- BOLLARD
- UTILITY POLE
- GUY ANCHOR
- GUY POLE
- METER
- TREE – DECIDUOUS
- SHRUB/BUSH
- TELEPHONE PEDESTAL
- CLEAN-OUT
- MANHOLE

NO.	REVISION	BY	DATE
4			
3			
2			
1			

DWN. BY SJM	CHK. BY KDB
SCALE 1"=20'	DATE AUGUST 15, 2013
JOB NO. 15739.00	SHT. 2 OF 2

ALTA/ACSM LAND TITLE SURVEY
3279 & 3299 S. LOGAN ST.
ENGLEWOOD, CO 80113

J·R ENGINEERING
A Westrian Company
Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

ALTA/ACSM LAND TITLE SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 34
TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF ENGLEWOOD, COUNTY OF ARAPAHOE, STATE OF COLORADO

LEGAL DESCRIPTION:

LOTS 30 AND 31, BLOCK 8, ROSE ADDITION TO ENGLEWOOD, COLORADO. COUNTY OF ARAPAHOE, STATE OF COLORADO

TITLE COMMITMENT NOTES:

THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JR ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, JR ENGINEERING, LLC RELIED UPON TITLE ORDER NO. K70390407, PREPARED BY LAND TITLE INSURANCE CORPORATION FOR SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY, DATED AUGUST 22, 2013 AT 5:00 P.M.

THE FOLLOWING COMMENTS ARE IN REGARDS TO THE ABOVE-REFERENCED TITLE COMMITMENT. THE NUMBERS IN OUR COMMENTS CORRESPOND TO THE NUMBERING SYSTEM USED IN THE TITLE COMMITMENT.

SCHEDULE A

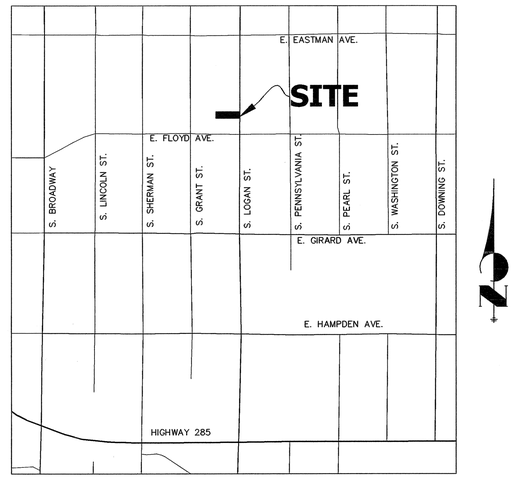
ITEM	COMMENT
NOTED ABOVE.	
2.-4.,	JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.
5.	THE LEGAL DESCRIPTION OF THE LAND SURVEYED IS SHOWN PER THIS COMMITMENT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

SCHEDULE B - SECTION 1 (REQUIREMENTS)

JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.

SCHEDULE B - SECTION 2 (EXCEPTIONS)

ITEM	COMMENT
1.	VISIBLE AND APPARENT EVIDENCE OF RIGHTS OR CLAIMS OF PARTIES IN POSSESSION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
2.	VISIBLE AND APPARENT EVIDENCE OF EASEMENTS OR CLAIMS OF EASEMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
3.	VISIBLE AND APPARENT DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA AND ENCROACHMENTS ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE AND BELIEF.
4,-7.	JR ENGINEERING, LLC DID NOT EXAMINE OR ADDRESS THESE ITEMS.



VICINITY MAP
SCALE 1"=5000'

GENERAL NOTES:

1. DEFINITION: CERTIFY, CERTIFICATION – A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
2. PER C.R.S. 18-04-508, ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR.
3. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF ARAPAHOE COUNTY, COLORADO.
4. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
5. BURIED UTILITIES AND/OR PIPELINES ARE SHOWN PER VISIBLE AND APPARENT SURFACE EVIDENCE OR RECORD DRAWINGS OF THE CONSTRUCTED UTILITY LINES. IF MORE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES ARE REQUIRED, THE UTILITY WILL HAVE TO BE VERIFIED BY FIELD POTHOLING. JR ENGINEERING, LLC AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
6. THE BASIS OF BEARINGS IS THE WEST RIGHT-OF-WAY LINE OF SOUTH LOGAN STREET, MONUMENTED AS SHOWN HEREON, AND ASSUMED TO BEAR S00°00'00"W
7. THE LAST FIELD INSPECTION OF THIS SITE WAS ON SEPTEMBER 16, 2013.
8. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET". ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. THIS SITE IS NOT WITHIN A DESIGNATED F.E.M.A. FLOODPLAIN, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ARAPAHOE COUNTY, COLORADO, MAP NUMBER 08005C0161K, REVISED DATE DECEMBER 17, 2010. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X-UNSHADED", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
10. THE BUILDING FOOTPRINT CONTAINS A CALCULATED AREA OF 1,556 SQUARE FEET.
11. ALL TIES TO RECORD TITLE LINES FROM THE BUILDING CORNERS OR OTHER IMPROVEMENTS SHOWN HEREON ARE PERPENDICULAR TO THE RECORD TITLE LINE.
12. THERE ARE NO DESIGNATED PARKING AREAS ON THE SUBJECT PROPERTY.
13. THIS SITE CONTAINS A CALCULATED AREA OF 6,253 SQUARE FEET OR 0.1435 ACRE.
14. CONTOURS SHOWN HEREON ARE BASED ON ASSUMED DATUM.
15. THERE IS NO VISIBLE EVIDENCE THAT THE SUBJECT PROPERTY IS BEING USED AS A SOLID WASTE DUMP, SUMP OR LANDFILL. JR ENGINEERING, LLC DID NOT RESEARCH THE HISTORIC USE OF THIS SITE.

SURVEYOR'S STATEMENT:

THIS ALTA/ACSM LAND TITLE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE STATEMENT HEREON. THIS STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RESTATEMENT BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

TO SHADOW CREEK HOMES, LLC, A COLORADO LIMITED LIABILITY COMPANY AND TO LAND TITLE INSURANCE CORPORATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(b), 8, 9, 11(a), 11(b), 13, 14, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 14, 2013. DATE OF MAP OR PLAT:

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR 15606 9-17-2013

KENNETH D. BAKER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 15606
FOR AND ON BEHALF OF JR ENGINEERING, LLC
EMAIL: KBAKER@JRENGINEERING.COM

NOTICE:

PER C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. JR ENGINEERING, LLC AND/OR THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR MORE THAN THE COST OF THIS SURVEY AND THEN ONLY TO THE CLIENT SPECIFICALLY SHOWN HEREON OR IN OUR FILE BY SIGNED AUTHORIZATION. ACCEPTANCE AND/OR USE OF THIS INSTRUMENT FOR ANY PURPOSE CONSTITUTES AGREEMENT BY THE CLIENT TO ALL TERMS STATED HEREON.

NO.	REVISION	BY	DATE
4			
3			
2			
1			

DWN. BY SJM	CHK. BY KDB
SCALE 1"=20'	DATE SEPTEMBER 17, 2013
JOB NO. 15739.00	SHT. 1 OF 2

ALTA/ACSM LAND TITLE SURVEY
3265 S. LOGAN ST.
ENGLEWOOD, CO 80113

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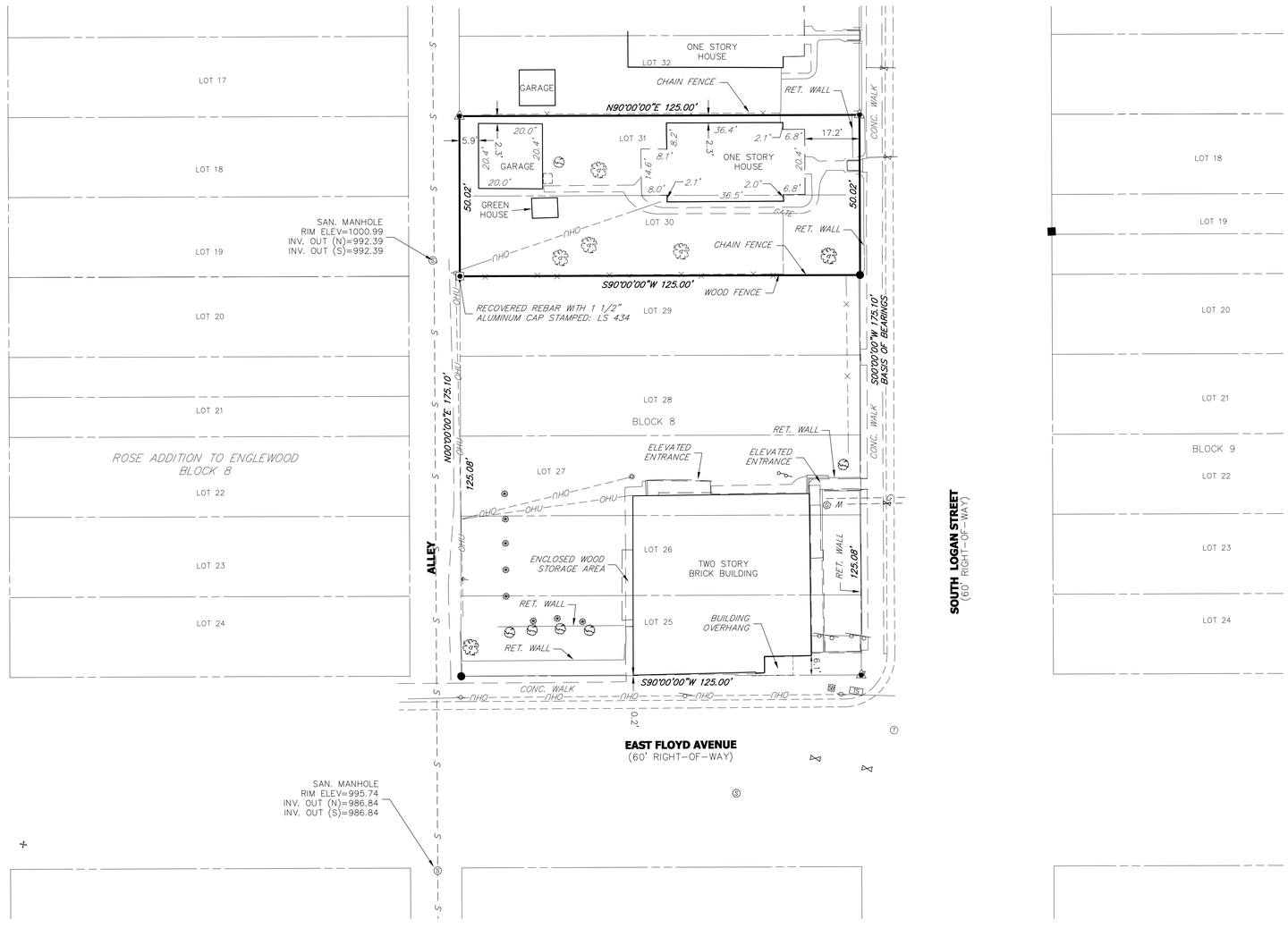

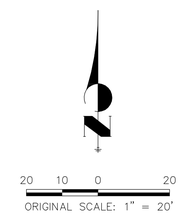

LEGEND

- RECOVERED MONUMENT AS DESCRIBED
- RECOVERED #3 REBAR
- SET REBAR AND YELLOW PLASTIC CAP STAMPED: LS 15606
- SET NAIL AND BRASS TAG STAMPED: LS 15606
- STREET LIGHT
- SIGN
- VALVE
- TRAFFIC SIGNAL BOX
- BOLLARD
- UTILITY POLE
- GUY ANCHOR
- GUY POLE
- METER
- TREE – DECIDUOUS
- SHRUB/BUSH
- TELEPHONE PEDESTAL
- CLEAN-OUT
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BY AUTHORITY

ORDINANCE NO. ____
SERIES OF 2014

COUNCIL BILL NO. 24
INTRODUCED BY COUNCIL
MEMBER JEFFERSON

AN ORDINANCE AMENDING TITLE 16, CHAPTER 2, SECTIONS 2, 7, 9, AND TITLE 16, CHAPTER 3, SECTION 2, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO ZONING SITE PLAN REVIEW.

WHEREAS, the current regulations list examples of where formal Zoning Site Plan review is required. Plan review is performed by the Community Development Department. Staff reviews and approves or denies the proposed use based on the zoning, as well as dimensional standards such as setbacks, height, parking and landscaping; and

WHEREAS, the current Zoning Site Plan Review process outlined in the Unified Development Code (Section 16-2-9) does not address projects that involve site planning not associated with a building permit; and

WHEREAS, the changes proposed to the existing Zoning Site Plan Review process (Section 16-2-9 EMC) include a change from the term "Zoning Site Plan" to "Site Improvement Plan"; and

WHEREAS, the changes proposed require Site Improvement Plan review for site work and landscaping over $5,000 in value; and

WHEREAS, the Planning and Zoning Commission was concerned that $5,000 would become outdated and discussed including a CPI component; however, such was not included in the proposal to City Council; and

WHEREAS, under 16-2-9(A)(4) EMC, the Planning and Zoning Commission had a great deal of discussion regarding the exception of residential driveways; however, no recommendation was made; and

WHEREAS, the Planning and Zoning Commission extended the lapse date from 60 days to 180 days, which requires a correction in Chart 16-2-2 EMC; and

WHEREAS, Site Improvement Plan review will remain an administrative decision; and

WHEREAS, appeals to administrative decisions are to the Board of Adjustment and Appeals; and

WHEREAS, the Englewood Planning and Zoning Commission recommended approval of these changes at the February 20, 2014 meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado herby authorizes amending Title 16, Chapter 2, Section 9, of the Englewood Municipal Code 2000, to read as follows:

16-2-9: ~~Zoning~~ Site Improvement Plan Review.

A. *Applicability.* No land or structure shall be used, occupied, built, constructed upon, altered or developed for any use without complying with the ~~Zoning~~ Site Improvement Plan requirements and procedures provided in this Section, as applicable. A ~~Zoning~~ Site Improvement Plan shall be required for any of the following:

1. The commencement of ~~all~~ any development, improvement, or construction requiring a building permit, except for interior remodel ~~and~~ or interior tenant finish.

2. The construction or expansion of fences, walls, ~~and~~ or accessory structures (e.g., garages, carports, storage sheds, decks) in ~~all~~ any zone districts, including decks and patios less than thirty inches (30") in height and residential accessory structures containing less than ~~one~~ two hundred ~~twenty (120~~ 200) square feet in floor area, or commercial accessory structures containing less than one hundred twenty (120) square feet that ~~do~~ may not otherwise require a building permit.

3. Accessory uses, not including home occupations, marked as "A" in the applicable table cell in Table 16-5-1.1, "Table of Allowed Uses".

4. The construction, re-installation, expansion, alteration, removal, surfacing, paving, or resurfacing of a parking area, except for a residential driveway.

5. Site work, landscaping, grading, or excavation in excess of five thousand dollars ($5,000) in value as determined by a reasonable contract or bid consistent with prices for such materials and services in the Denver metropolitan area.

6. Additions and exterior alterations of any structure resulting in a change equal to or greater than ten percent (10%) of the floor area of the structure.

7. Any change that reduces the setback to a property line.

B. *Initiation.* An application for a ~~Zoning~~ Site Improvement Plan may only be initiated by those parties identified in Section 16-2-3(A) EMC. The "Applicant" shall be the person, persons or legal entity that initiates the application for a Site Improvement Plan.

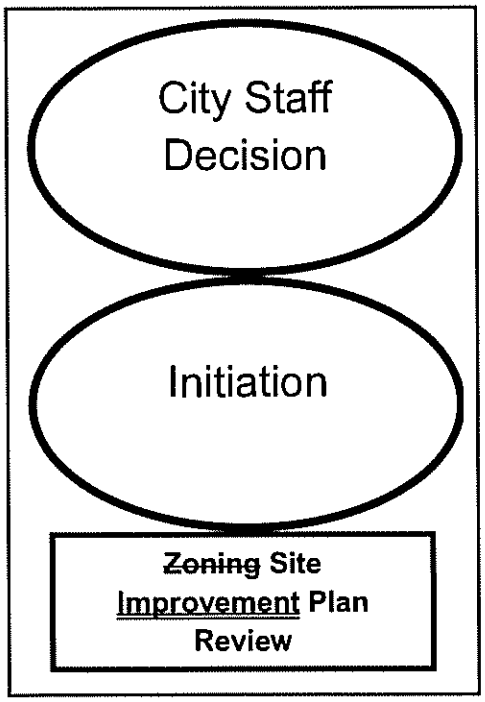
C. City Review. The Applicant shall submit a plan of the proposed development or improvement showing the location of all property boundaries, the location and dimensions of all existing and proposed structures (including accessory structures such as garages, sheds, outbuildings, trash enclosures, shelters, etc.), the location and surface material of all parking areas, driveways and sidewalks, the location of

all landscaping (including species and size), fences and retaining walls. Applicant shall also submit plans showing the location of all existing and proposed storm water detention facilities as required by Section 16-6-8 EMC. The Applicant shall submit copies of plans, including site plan, floor plans and elevations of all proposed structures. In addition, the applicant shall submit either as-built plans or photographs of all existing structures on the property.

1. General Development Applications.

   a. *Development/Use Requiring a Building Permit.* The City Manager or designee shall review the proposed ~~Zoning~~ Site Improvement Plan as part of the building permit application process. Based on the results of ~~those~~ that reviews, the City Manager or designee shall act to approve, approve with conditions, or deny the proposed ~~Zoning~~ Site Improvement Plan based on the review criteria stated in Section 16-2-9(D) EMC, below.

   b. *Development/Uses Not Requiring a Building Permit.*
   The City Manager or designee shall review the proposed ~~Zoning~~ Site Improvement Plan for compliance with applicable standards of this Title. Based on the results of ~~those~~ that reviews, the City Manager or designee shall act to approve, approve with conditions, or deny the proposed ~~Zoning~~ Site Improvement Plan based on the review criteria stated in Section 16-2-9(D) EMC, below. A copy of the approved ~~Zoning~~ Site Improvement Plan shall be maintained by the City.



2. Preliminary Review: Applicants are encouraged to contact the City in advance of submittal for formal Site Improvement Plan Review or application for a Building Permit to obtain preliminary feedback on the proposed development.

3. Plan Format: The Site Improvement Plan shall meet the following requirements:

   Sites <10,000 square feet: Scale: 1" = 20' or 1" = 10'
   Sheet size: 24" x 36" or 8 ½" x 11" or 11" x 17"

   Sites >10,000 square feet: Scale: 1" = 10' or other increments of 10' as approved by the City of Englewood.
   Sheet size: 24" x 36" or 30" x 42" or 36" X 48"

   Site plans shall depict the property corners and all permanent survey monuments. All plans shall clearly indicate the size of the site (in square feet and in acres), existing and proposed building areas (in square feet),

building setbacks to property lines, and proposed building height. In addition, all existing and proposed exterior building materials shall be shown on the plan elevations. A landscaping plan shall accompany all site plans and shall include existing and proposed ground surfaces, location of all existing trees and other significant vegetation, as well as size, species and number of all proposed landscaping. (Exception: A landscaping plan shall not be required for development that does not involve the removal of existing landscaping, or the addition of new landscaping.)

D. *Criteria.* All ~~Zoning~~ Site Improvement Plans shall be reviewed, and shall be approved, approved with conditions, or denied based on the following criteria:

1. Consistency with Adopted Plans and Standards.

   a. Consistency with the spirit and intent of the City's Comprehensive Plan and this Title;

   b. Compliance and consistency with any applicable Station Area Standards and Guidelines for property in the TSA district;

   c. If approval of a conditional use is being requested as part of a ~~Zoning~~ Site Improvement Plan, ~~consistency~~ compliance with all applicable conditional use standards and criteria listed in this Section and in Section 16-2-12 EMC; and

   d. If approval of a limited use is being requested as part of a Site Improvement Plan, compliance with all applicable limited use standards and criteria listed in this Section and in Section 16-2-13 EMC; and

   ~~d~~ e. ~~Consistency~~ Compliance with all other applicable standards, guidelines, policies, and plans adopted by Council.

2. Impact on Existing City Infrastructure and Public Improvements. The proposed development shall not result in undue or unnecessary burdens on the City's existing infrastructure and public improvements, or ~~that~~ arrangements ~~are~~ shall be made to mitigate such impacts.

3. Internal Efficiency of Design. The proposed design of the site shall achieve~~s~~ internal efficiency for its users, provide adequate ~~of~~ recreation; allow for safe public access;~~safety and other factors, including but not limited to~~ provide adequate storm drainage facilities, ~~sewer and water facilities, grades, and matters relating directly to~~ and promote public health and convenience. All sites shall be designed and constructed to safely accommodate pedestrians, bicyclists and automobiles.

4. Control of External Effects. The proposed development ~~controls~~ shall reduce external negative effects on~~:~~ ~~N~~nearby land uses~~,~~ and movement and congestion of traffic~~,~~ . This shall include negative impacts from noise, lighting, signage, landscaping, accumulation of litter ~~noise generated, arrangement of signs and lighting to prevent nuisances, landscaping, features~~

~~to prevent littering or accumulation of trash,~~ and other factors deemed to affect public health, welfare, safety and convenience.

E. ~~After~~ Approval.

1. The City shall approve the proposed Site Improvement Plan if the plan meets all requirements of this chapter or an applicable Planned Unit Development (PUD); complies with all required adopted plans, codes and standards; and any negative impacts on existing or planned city infrastructure have been mitigated.

   Compliance with ~~Zoning~~ Site Improvement Plan Approval. The ~~Zoning~~ Site Improvement Plan shall limit and control the issuance and validity of all building permits and occupancy permits and shall restrict and limit the construction, location, use, and operation of all land and structures included within the ~~Zoning~~ Site Improvement Plan to all limitations and conditions set forth in the approved ~~Zoning~~ Site Improvement Plan. Failure to maintain a property in compliance with its approved ~~Zoning~~ Site Improvement Plan shall be a basis for enforcement action under this Title.

2. Lapse: General Development Applications. A ~~Zoning~~ Site Improvement Plan shall lapse and be of no further force and effect if a building permit, or City Manager or designee approval, as required, is not issued for the property subject to the ~~Zoning~~ Site Improvement Plan within ~~sixty~~ one hundred and eighty (~~60~~ 180) days from the date of approval of the ~~Zoning~~ Site Improvement Plan~~'s approval~~.

~~3. Lapse: PUD and TSA Applications. A Zoning Site Plan shall lapse and be of no further force and effect if a building permit, as required, is not issued for the property subject to the Zoning Site Plan within three (3) years from the date of the Zoning Site Plan's approval.~~

F. Modification and Amendment of ~~Zoning~~ Site Improvement Plans.

1. Any approved ~~Zoning~~ Site Improvement Plan may be modified or amended as provided in this subsection or entirely withdrawn by the ~~landowner~~ Applicant if a building permit has not been issued. Once a building permit has been issued, the building permit and Site Improvement Plan shall control, unless both the building permit and Site Improvement Plan are thereafter amended or abandoned as identified in this chapter.

2. The City Manager or designee may approve, or approve with conditions, an administrative modification to an approved TSA district ~~Zoning~~ Site Improvement Plan without notice to the public, if the proposed change does not produce any of the following conditions:

   a. An increase in residential density, nonresidential floor area ratio (FAR), or ground coverage of structures of more than ten percent (10%).

b. An increase in external effects concerning traffic, circulation, safety noise, or provision of utilities.

c. A reduction or increase in building setbacks that would violate the requirements of the TSA district standards by more than ten percent (10%).

d. A reduction in the amount of required off-street parking.

e. A reduction in the amount of required landscaping.

3. Any proposed amendment that does not qualify for review and approval as an administrative modification to a ~~Zoning~~ Site Improvement Plan shall be reviewed and approved in the same manner as an application for a new ~~Zoning~~ Site Improvement Plan, and shall be subject to the same approval criteria and appeal as a new application for a ~~Zoning~~ Site Improvement Plan.

4. An application for administrative modifications to an approved ~~Zoning~~ Site Improvement Plan shall be subject to the administrative rules and regulations established by the City Manager or designee. Any proposed amendment shall comply with the current regulations, standards, and guidelines for development in the zone district in which the property is located.

Section 2. The City Council of the City of Englewood, Colorado herby authorizes amending Title16, Chapter 2, Section 2 entitled *Summary Table of Administrative and Review Roles* of the Englewood Municipal Code 2000, to read as follows:

16-2-2: Summary Table of Administrative and Review Roles.

The following table summarizes the review and decision-making responsibilities of the entities that have specific roles in the administration of the procedures set forth in this Chapter. For purposes of this table, an "(Approval) Lapsing Period" refers to the total time from the application's approval that an applicant has to proceed with, and often complete, the approved action. Failure to take the required action within the specified "lapsing period" will automatically void the approval. See Section 16-2-3.L EMC, "Lapse of Approval," below.

TABLE 16-2-2.1: SUMMARY OF DEVELOPMENT REVIEW AND DECISION-MAKING PROCEDURES										
Procedure	Section Ref.	Pre-App. Mtg. Req'd	Review (R) Decision-Making (D) or Appeal (A) Bodies				Notice Required[1]			Lapsing Period
			CM/D	PC	CC	BAA	Pub	Mail	Post	
Adaptive Reuse of Designated Historical Buildings	16-5-3	✓	R	R	D		✓		✓	None
Administrative Adjustments	16-2-17	✓	D			A				None
Administrative Land Review Permit	16-2-11	✓	D	A						60 days to record
Amendments to the Text of this Title	16-2-6		R	R	D		✓			None
Annexation Petitions	16-2-5	✓	R	R	D		✓		✓	None
Appeals to Board	16-2-18	✓				D	✓			None
Comprehensive Plan Amendments	16-2-4		R	R	D		✓			None
Conditional Use Permits	16-2-12	✓	R	D	A		✓		✓	1 year
Conditional Use - Telecommunication	16-7	✓	R	D	A		✓	✓	✓	None
Development Agreements	16-2-15		R		D					As stated in Agreement
Floodplain Dev't. Permit and Floodplain Variances	See Chapter 16-4 for applicable procedures and standards									
Historic Preservation	16-6-11	✓	R	R	D		✓		✓	None
Landmark Sign	16-6-13	✓		D	A		✓		✓	
Limited Review Use	16-2-	✓	D	A						1 year

Permits	13									
Major Subdivisions	16-2-10									
Preliminary Plat		✓	R	R	D		✓	✓	✓	6 months to submit Final Plat
Final Plat			R	R	D		✓	✓	✓	60 days to record
Simultaneous Review Preliminary Plat/Final Plat		✓	R	R	D		✓	✓	✓	60 days to record
Recorded Final Plat										None
Minor Subdivision	16-2-11									
Preliminary Plat		✓	D	A						6 months to submit Final Plat
Final Plat			D	A						60 days to record
Recorded Final Plat										None
Official Zoning Map Amendments (Rezonings)	16-2-7	✓	R	R	D		✓	✓	✓	None
PUD and TSA Rezonings	16-2-7	✓	R	R	D		✓	✓	✓	None
Temporary Use Permits	16-2-14	✓	D	A						As stated in Permit
Unlisted Use Classifications	16-5-1.B	✓	D	A						None
~~Zoning~~ Site Improvement Plan	16-2-9		D	A						~~3 years~~ 180 days
Zoning Variances	16-2-16	✓	R			D	✓		✓	180 days
CM/D = City Manager or Designee (Including the Development Review Team) **PC = Planning and Zoning Commission** **CC = City Council** **BAA = Board of Adjustment and Appeals**										
[1] **Notice Required: See Table 16-2-3.1 Summary of Mailed Notice Requirements**										

Section 3. The City Council of the City of Englewood, Colorado herby authorizes amending Title 16, Chapter 2, Section 7 entitled *Official Zoning Map Amendments (Rezonings)* of the Englewood Municipal Code 2000, to read as follows:

16-2-7: Official Zoning Map Amendments (Rezonings).

The City may initially zone annexed property, or the boundaries or areas of any zone district may be changes, or the zone classification of any parcel of land may be changed pursuant to this Section. Rezonings shall not be used as a way to legitimize nonconforming uses or structures, and should not be used when a conditional use, Zoning Variance, or Administrative Adjustment could be used to achieve the same result. Rezonings to a Planned Unit Development district (PUD) or Transit Station Area (TSA) district are subject to additional procedures and criteria as set forth in this Section.

I. *After Approval—Lapsing Period.*

1. Base District Rezoning. An approved base district rezoning shall not lapse, but shall remain in effect until superceded by a later or inconsistent amendment to, or replacement of, the official zoning map. However, if the City has required the submission of a ~~Zoning~~ Site Improvement Plan as part of the rezoning process, and has approved a ~~Zoning~~ Site Improvement Plan for the rezoned property, and the ~~Zoning~~ Site Improvement Plan later lapses pursuant to Section 16-2-9~~.~~(E) EMC, the Council may initiate a rezoning of the property to its prior zone map designation, or to an alternative designation more consistent with the Comprehensive Plan.

2. PUD or TSA rezoning. An approved PUD or TSA district rezoning shall not lapse, but shall remain in effect until superceded by a later or inconsistent amendment to, or replacement of, the official zoning map.

Section 4. The City Council of the City of Englewood, Colorado herby authorizes amending Title 16, of the Englewood Municipal Code 2000, to change the term "Zoning Site Plan" to "Site Improvement Plan" in the following Sections:

16-2-7(I)(1) – in 3 places
16-2-13(A)
16-2-13(D)
16-2-15 – in the intro paragraph
16-2-15(A)
16-2-15(E)
16-2-19(B)(3)
16-2-19(C)(3) – in 4 places
16-2-19(E)
16-2-19(H)
16-3-2(D)(1)
16-5-2(A)(7)
16-5-3(7)
16-5-5(D)(1)
16-5-5(E)(1)(b)(3)
16-6-3(F)(2)(c)(3)

16-6-3(F)(2)(f) –in 2 places
16-6-5(E)
16-6-6(B)(2) – in heading
16-6-6(B)(2)(a)
16-6-6(B)(2)(b)
16-6-6(B)(2)(c) – in 2 places
16-6-7(C)
16-6-7(E)(3)(b)
16-6-10(B)(3)
16-6-10(B)(5)(d)(2) – in 2 places
16-6-10(B)(5)(d)(4)
16-6-13(D)(3)
16-6-14(E)(2)
16-6-14(E)(3)
16-6-14(E)(3)(b)
16-6-14(E)(3)(d) – in 2 places
16-6-14(F)(3)
16-6-14(G)(3)
16-11-2 – Definitions – Site specific Development Plan (c)
Zoning Site Plan

Section 5. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 6. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or it application to other persons or circumstances.

Section 7. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 8. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 9. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 5th day of May, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 9th day of May, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 7th day of May, 2014 for thirty (30) days.

A Public Hearing was held on the 19th day of May, 2014.

Read by title and passed on final reading on the 2nd day of June, 2014.

Published by title in the City's official newspaper as Ordinance No. ___, Series of 2014, on the 6th day of June, 2014.

Published by title on the City's official website beginning on the 4th day of June, 2014 for thirty (30) days.

This Ordinance shall take effect thirty (30) days after publication following final passage.

_____
Randy P. Penn, Mayor

ATTEST:

_____
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. ___, Series of 2014.

_____
Loucrishia A. Ellis

COUNCIL COMMUNICATION

Date	Agenda Item:	Subject:
June 2, 2014	11 c i	Little Dry Creek Fountain Project

Initiated By:	Staff Source:
Department of Parks and Recreation	Dave Lee, Manager of Open Space

COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

A City that provides and maintains quality infrastructure. City Council has previously appropriated $100,000 for improvements at the Little Dry Creek Plaza adjacent to Englewood MarketPlace and approved a contract for concrete and stone work at the site.

RECOMMENDED ACTION

Staff recommends that Council approve, by motion, the bid for the Little Dry Creek Fountain Project to the lowest bidder, Straight Line Sawcutting Inc. in the amount of $59,880.00.

BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

In 2012, Council appropriated funds to improve the Plaza fountain area at the MarketPlace shopping center in order to attract a potential new business to the shopping center where the former Blockbuster Video was located. Improvements to the Plaza consist of demolishing the old handicap ramp and re-building a new ADA compliant ramp and adding new landscaping around the Plaza pond and along Hampden Avenue.

FINANCIAL IMPACT

The handicap ramp replacement has been completed and the total cost was $56,276.30. The total cost for the landscape replacement and upgrades is $59,880. Funding for the landscaping includes the balance of the original appropriation supplemented by $11,385 from the owners of Englewood MarketPlace to cover the cost of landscaping on the Hampden/285 frontage, and funds from the Miscellaneous Infrastructure Improvement Fund and the Capital Projects Fund. The funding breakdown is as follows:

Little Dry Creek Fountain Repairs (remaining balance from LTAR funds)	$43,723.70
MarketPlace Contribution (agreement in progress)	$11,385.00
Miscellaneous Infrastructure Repairs (Public Improvement Fund)	$4,771.30

Englewood MarketPlace will also provide, under separate agreement, for three years of maintenance of the landscape improvements provided under this agreement.

LIST OF ATTACHMENTS

Contract
Bid Tabulation Sheet
Landscape Design

CONTRACT

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this **2nd** day of **June, 2014**, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and **Straight Line Sawcutting, Inc.**, whose address is **PO Box 9809 Denver, CO 80209**, ("Contractor"), commencing on the **24th** day of **February, 2014**, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: **Little Dry Creek Fountain Project**

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of **Parks and Recreation** to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:

   Invitation to Bid
   Contract (this instrument)
   Insurance
   Performance Payment Maintenance Bond
   Technical Specifications in Divisions 1 and 2
   Drawings sheets_____

B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.

C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within **ten (10) days** from being notified to commence work by the Director of **Parks and Recreation** and agrees to fully complete said work by **August 29th**, plus such extension or extensions of time as may be granted by the Director of **Parks and Recreation** in accordance with the provisions of the Contract Documents and Specifications.

D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature

including Worker's Compensation claims, in any way resulting from or arising out of this Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.

F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being **Fifty nine thousand eight hundred eighty dollars($59,880.00)**. A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.

H. Appropriation of Funds: At present, **$59,880.00** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed

terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

I. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.

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

K. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of **Parks and Recreation** whose decision upon the matter shall be final and obligatory upon the Contractor.

VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS

(a) Employees, Contractors and Subcontractors: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]

(b) Verification: Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

(c) Duty to Terminate a Subcontract: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the sub-contract with the subcontractor if, within three days of receiving notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the 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 the illegal alien.

(d) Duty to Comply with State Investigation: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation by that the Department is undertaking pursuant to C.R.S. 8-17.5-102 (5).

(e) Damages for Breach of Contract: The City may terminate this contract for a breach of contract, in whole or in part, due to Contractor's breach of any section of this paragraph or provisions required pursuant to C.R.S. 8-17.5-102. Contractor shall be liable for actual and consequential damages to the City in addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract under this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

CITY OF ENGLEWOOD

By: _____ Date: _____

ATTEST: _____
City Clerk

Straight Line Sawcutting
Contractor (print/company name)

By: _____ Date: 5/8/14
(Signature)
Gene H. Fladen
(Print name and Title)

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 8th day of May, 2014, before me personally appeared Gene Fladen, known to me to be the Vice President of Straight Line Sawcutting, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires: Aug 26, 2015

State of Colorado
My Commission Expires August 26, 2015

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we **Straight Line Sawcutting, Inc.** hereinafter called the Principal, and _____ hereinafter called the Surety, are jointly and severally held and firmly bound unto THE CITY OF ENGLEWOOD, County of ARAPAHOE, State of COLORADO, hereinafter called the Owner, in the sum of **Fifty nine thousand eight hundred eighty ($59,880.00),** lawful money of the United States of America, to be paid to the Owner for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated **June 2, 2014** entered into a Contract with the Owner for the construction of **Little Dry Creek Fountain Renovation** Project which Contract is by reference made a part hereof the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST, The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may incur in making good any default.

SECOND, To the extent permissible by law, the Principal shall protect, defend, indemnify and save harmless the Owner, the Architect-Engineer, and their officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including in part the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Principal, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services.

THIRD. The Principal shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of Principal's Contract.

Contractor's Guarantee. The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of one (1) year from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation, and shall keep the same in said work and repair without further compensation for a period of one (1) year from and after completion and acceptance thereof by the City. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of **Parks and Recreation**, whose decision upon the matter shall be final and obligatory upon the Contractor.

Every Surety on this bond shall be deemed and held, any Contract to the Contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.

2. To any change in the Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to this Owner all costs and attorney fees necessary to enforce the provisions on the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract, and under the maintenance provisions of this bond an action may be brought within five (5) years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS _____ day of _____, 20__.

IN PRESENCE OF:

_____

_____

By: _____
Name Title

ATTEST: (As to Corporation)

By: _____
Secretary

(CORPORATE SEAL)

_____
Surety

By: _____
Attorney in fact
(SEAL OF SURETY)

COUNTERSIGNED:

By:_____
Resident Agent (Print Name Below)

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

Approved for the City of Englewood: By: _____
City Manager

RECEIPT, RELEASE, WAIVER OF CLAIMS

JOB DESCRIPTION:

THE UNDERSIGNED ACKNOWLEDGES having received payment from _____ _____ in the sum of _____ _____ Dollars ($_____) for the job above described.

In consideration of said payment, the undersigned acknowledges and affirms that all work, labor, and materials furnished, delivered, or performed to or for said above described job were in fact furnished, delivered, or performed by the undersigned or his agent, employees and servants, or by and through subcontractors or materialmen or their agents, employees and servants.

The undersigned further affirms that the attached receipts and releases represent payment in full and release in full of all and any existing or possible future claims or rights against said construction and premises and any money in the hands of the City of Englewood appropriated or set apart for payment of all or any of said work, labor, skill and materials.

Signed _____, 20___.

_____

(Name of entity including corporate name)

By

_____

Title:

STATE OF)
) ss.
COUNTY OF)

The foregoing was acknowledged, subscribed, and sworn to before me this ____ day of _____, 20___ by _____ as _____ of _____

_____

Notary Public
Address:

My Commission expires:

_____

NOTICE OF AWARD

_____
Date

To: Straight Line Sawcutting, Inc.
PO Box 9809
Denver , CO 80209
Contractor

The CITY OF ENGLEWOOD
(Owner)

FOR THE construction of:

Little Dry Creek Fountain Renovation Project
(Project Title)

as outlined in these Contract Documents and detailed on the Drawings, and it appearing that your Proposal for performing the work outlined is fair, equitable and to its best interest, the said Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of these Contract Documents, you are required to execute the formal Agreement and furnish the required Performance, Payment and Maintenance Bond within ten (10) consecutive calendar days from and including the date of this notice.

In addition, you are requested to furnish at the same time four (4) copies of certificate of insurance evidencing compliance with the requirements for insurance stated in the Contract Documents. Your certificate shall be accompanied by a letter from your insurance company stating that the insurance certified meets the requirements of the Contract Documents.

The Bid Security submitted with your Proposal will be retained until the Agreement has been executed and the required Performance and Payment Bonds have been furnished and approved. In the event that you should fail to execute the Contract and furnish the Performance and Payment Bonds within the time limit specified, the said Proposal Guarantee will be retained as liquidated damages and not as penalty for the delay and extra work caused thereby.

The City of Englewood
(Owner)

By _____

NOTICE TO PROCEED

To: Straight Line Sawcutting, Inc.
PO Box 9809
Denver , CO 80209
Contractor

_____
(Date)

You are hereby authorized to proceed on this date, but not later than ten (10) consecutive calendar days hereafter, with the construction of

Little Dry Creek Fountain Renovation Project

(Project Title)

as set forth in detail in the Contract Documents therefore.

The City of Englewood

By _____

CHANGE ORDER

Order No. _____
Date _____
Agreement Date _____

NAME OF PROJECT: _____

_____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:
Original CONTRACT PRICE: $_____
Current CONTRACT PRICE adjusted by previous CHANGE ORDER $_____
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by $_____
The new CONTRACT PRICE including this CHANGE ORDER will be $_____

Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by ____ calendar days.
The date for completion of all WORK will be _____.

APPROVALS REQUIRED:
Approved by ENGINEER: _____

Accepted by CONTRACTOR: _____

Accepted and Approved by OWNER: _____

City of Englewood, Colorado Sales and Use Tax and Arapahoe County Open Space Sales Tax

The contractor, or any of his/her sub-contractors, shall be required to pay all sales and use (regular and/or building) taxes levied by the City of Englewood and Arapahoe County on any materials built into, incorporated or used (such as formwork materials, etc.) on the project including rental of equipment. In addition any equipment purchased within the last three years and used on this project is subject to a 3.5% sales tax plus .25% Arapahoe County Open Space Sales Tax. Upon completion of the work, the Contractor will be required to furnish the City with an itemized statement of the tangible property upon which the tax is due.

Building Use Tax is collected on a permit for materials that become part of the improvements to realty. Any other materials not included in a permit are subject to regular use tax. This includes, but is not limited to temporary fencing, tools and equipment purchased or rented for the project, and any other items that would normally be subject to regular use tax (consumed/used by the contractor). A contractor is liable to the City for regular as well as the building use taxes. If City tax has been paid on items subject to regular use tax in Englewood or elsewhere, please provide a receipt for taxes paid to receive credit. All materials subject to regular use tax will be collected when sales/use taxes are filed or when an audit is performed. The contractor shall report separately on Form FR39a the materials that become part of the improvements to realty versus other materials not included in a permit as stated above.

The contractor and/or sub-contractor may be exempt from the tax (for example, State and RTD tax) when the material becomes part of the structure for a tax exempt entity. The contractor and/or sub-contractor must obtain an exemption certificate from the Department of Revenue to purchase the materials tax free.

Each sub-contractor shall compile a complete list of paid invoices, based on materials purchased directly by the sub-contractor, including the following information: invoice number, invoice date, vendor's name, invoice amount, amount of tax due the City, type of materials (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

The contractor shall compile a complete list of paid invoices based on materials purchased directly by the contractor, including the following information: invoice number, invoice, date, vendor's name, amount of invoice, amount of tax due the City, type of material (cement, rebar, structural steel, flooring, etc.). [Form FR39a]

At completion of the work, each sub-contractor shall submit ,on forms supplied by the City of Englewood, to the contractor, a document similar to Form FR39a and the "Affidavit" (2 copies) duly acknowledged, based on the information compiled as indicated above. The contractor shall forward all said certificates to the City's Project Manager. (The City will supply said forms.) The contractor and all sub-contractors shall keep sufficient records to verify the amount of purchases subject to use taxes due to the City and the amount of purchases subject to Arapahoe County Open Space taxes due to Arapahoe County. This documentation shall be maintained for three years subsequent to the issue date of the Certificate of Occupancy.

Prior to the City issuing the Certificate of Occupancy (CO), all applicable City of Englewood Regular Use and/or Building Use Taxes and Arapahoe County Open Space Tax on any tangible property built into, incorporated or used on the project must be paid.

CITY OF ENGLEWOOD, COLORADO
DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES

AFFIDAVIT

COUNTY OF _____ ss.

_____, _____ of the
(Title) (Signer's Name)

_____, being of lawful
(Business Name of Contractor)

age and first duly sworn, deposes and says: That under the terms of a contract dated _____, 20__:

That _____ was the prime or sub-contractor for the installation of

equipment and/or construction of a _____ for the

_____; that between the dates of
(Entity Name)

_____, 20__ and _____, 20__ said contractor built into or installed tangible, personal property upon which use tax is subject; the entire purchase price is listed on attached form, and that evidence of payment for said tangible, personal property are available for inspection by the City of Englewood.

That the tangible, personal property upon which the tax was paid was actually built into or installed in said

_____.
(Type of Structure and Project Location Address)

The entire purchase price of said tangible, personal property and the tax thereon is listed on the attached form hereto and make a part hereof.

The contract is not yet completed ☐

The contract was completed _____, 20__. _____ _____
Contractor's Signature Date

Before me _____, a Notary Public in and for

_____ County, Colorado, personally appeared _____

_____, know to me personally to be the person whose signature appears hereon and who subscribed his signature hereunto in my presence this _____ day of

_____, A.D. 20__.

My commission expires _____. _____
Date Notary Public (SEAL)

FR39/Section3

INSURANCE

Insurance Limits:

The Contractor shall carry throughout the life of the contract the insurance listed below:

Under Section B	Minimum Limits
Public Liability	$1,000,000
Property Damage	$1,000,000

Under Section C	Minimum Limits
Public Liability	$1,000,000
Property Damage	$1,000,000

Public Liability and Property Damage Insurance:

The Contractor shall maintain during the life of this contract, Public Liability and Property Damage Insurance acceptable to the City, covering the work contracted and all operations in connection herewith, and whenever any of the work covered in the Contract is to be sublet, Contractor's Contingent or Protective Liability and Property Damage Insurance. Such insurance shall provide limits not less than those called for in these Special Provisions.

Automotive Liability and Property Damage Insurance:

Whenever the work covered by the Contract shall involve the use of automotive equipment, the Contractor shall maintain during the life of the contract, Automotive Public Liability and Property Damage Insurance. This insurance shall provide limits not less than those called for in these Special Provisions to protect the Contractor from any and all claims arising from the use of the following in the execution of the work included in the contract:

(I) Contractor's own automobile and trucks.
(2) Hired automobiles and trucks.
(3) Automobiles and trucks not owned by the Contractor.

Such insurance shall cover the use of automobiles and trucks both on and off the site of the project.

Workers Compensation:

The Contractor shall comply with the Workers' Compensation Act of Colorado and shall provide compensation insurance to protect the City from and against any and all Workers' Compensation claims arising from performance of the work under this contract. Workers' Compensation insurance must cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, as well as the Employers' Liability within the minimum statutory limits.

Liability:

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death to any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions, or proceedings of any kind, or nature, including Workmen's Compensation claims, of or by any whomsoever, in any way resulting from or arising out of the operation in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of the Contractor or his sub-contractors. Insurance coverage specified herein and in the Special Conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the work.

All Certificates of Insurance shall be provided to the City prior to the undertaking of any work and prior to a Purchase Order being issued. The completed Certificate of Insurance shall be sent to:

Procurement Specialist
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

With an additional copy sent to:

Management of Risk Administrator:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Keller-Lowry Insurance Inc
1777 S Harrison St #700
Denver CO 80210

CONTACT NAME: Teresa Heupel
PHONE (A/C, No, Ext): (303) 756-9909 FAX (A/C, No): (303) 756-8818
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance	10677
INSURER B: Pinnacol Assurance	41190
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Straight Line Sawcutting Inc
PO Box 9809
Denver CO 80209

COVERAGES CERTIFICATE NUMBER: 13-14 GL,AU,WC,UM REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ADDITIONAL INSURED X WAIVER OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	EPP0211465	10/1/2013	10/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X AI/WAIVER	X	X	EPP0211465	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			EPP0211465	10/1/2013	10/1/2014	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	3041914 WAIVER OF SUBRO	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	LEASED & RENTED EQ			EPP0211465	10/1/2013	10/1/2014	MAX LIMIT DED	$125,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job Description: Little Dry Creek Fountain Project
Certificate Holder is Additional Insured, with Waiver of Subrogation, for General Liability and Business auto as required by written contract with Insured subject to the terms and conditions of the policy contract.
Additional Insured, Waiver of Subrogation and Primary Non-Contributory coverage per policy forms attached. Waiver of Subrogation applies to Workers Compensation

CERTIFICATE HOLDER

City of Englewood
1000 Englewood Parkway
Englewood CO 80110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Sibelius CIC CRM/TM

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2014

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Keller-Lowry Insurance Inc
1777 S Harrison St #700
Denver CO 80210

CONTACT NAME: Teresa Heupel
PHONE (A/C, No, Ext): (303)756-9909 FAX (A/C, No): (303)756-8818
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance	10677
INSURER B: Pinnacol Assurance	41190
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Straight Line Sawcutting Inc
PO Box 9809
Denver CO 80209

COVERAGES CERTIFICATE NUMBER: 13-14GL,AO,WC,UM REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			EPP0211465	10/1/2013	10/1/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			EPP0211465	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			EPP0211465	10/1/2013	10/1/2014	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3041914	10/1/2013	10/1/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Description: Little Dry Creek Fountain Project

CERTIFICATE HOLDER

City of Englewood
1000 Englewood Parkway
Englewood CO 80110

CANCELLATION

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AUTHORIZED REPRESENTATIVE

T Sibelius CIC CRM/TM

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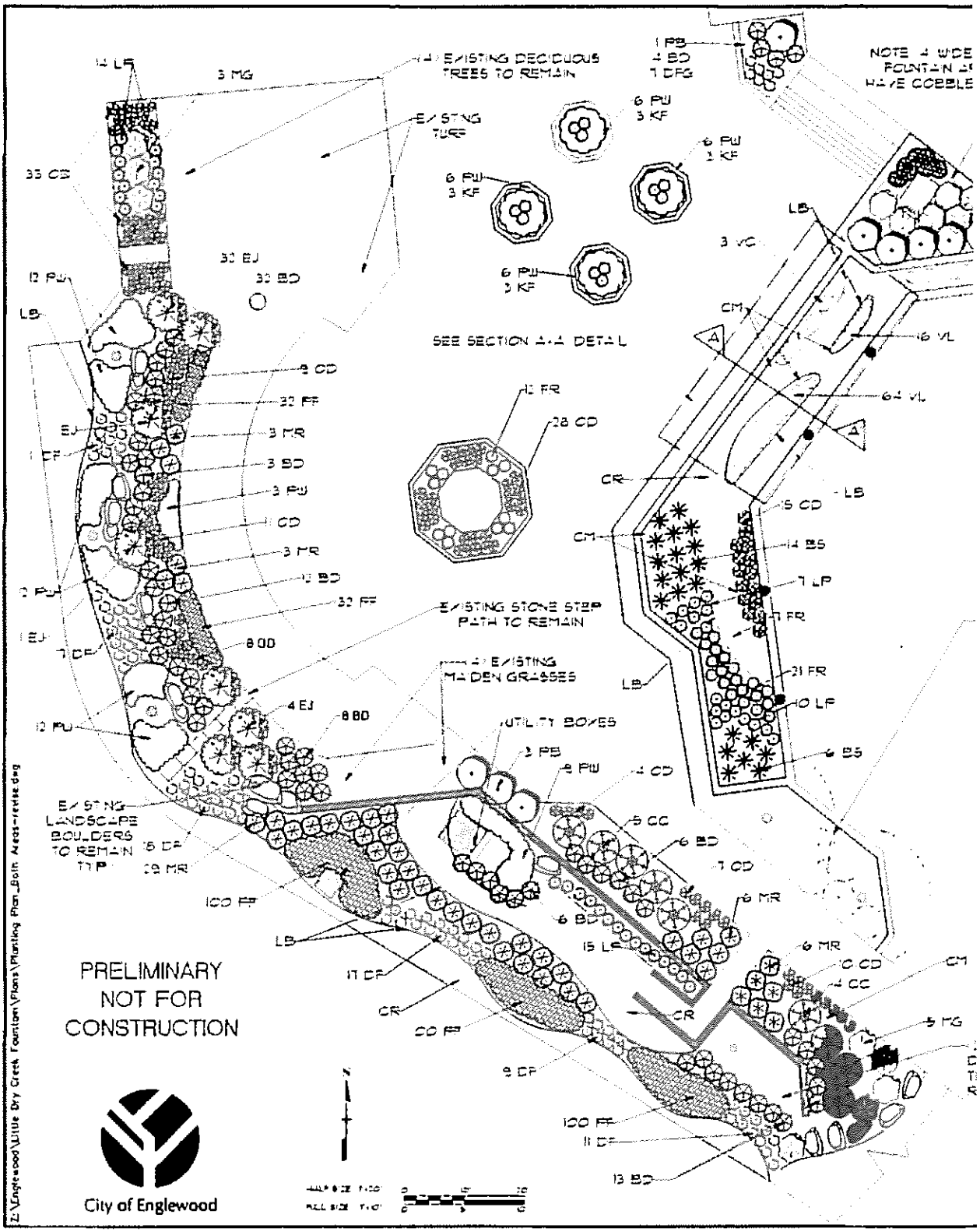
City of Englewood Bid Tabulation Sheet

Bid Opening Date: March 25, 2014 2:00 P.M. MDT

Apparent Low Bidder

ITEM BID: ITB-14-004 Little Dry Creek Fountain Renovation Project

Vendor	Bid Bond Y/N	SOQ Y/N	Supplemental Cost Sheet Attached?	Total Bid	*Exceptions:*
Straight Line Sawcutting, Inc.					
Bruce Girvan - Owner					
PO Box 9809					
Denver, CO 80209					
303-722-1030	Y	Y	Y	$ 59,880.00	
Western States Reclamation, Inc.					
David Chenoweth - President					
3756 Imperial St					
Frederick, CO 80516					
303-833-1986	Y	Y	Y	$ 110,925.20	


EXISTING DECIDUOUS TREES TO REMAIN
EXISTING TURF
SEE SECTION A-A DETAIL
EXISTING STONE STEP PATH TO REMAIN
EXISTING MAIDEN GRASSES
UTILITY BOXES
EXISTING LANDSCAPE BOULDERS TO REMAIN
PRELIMINARY
NOT FOR
CONSTRUCTION
City of Englewood