

# **AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

## **NOTICE OF A SPECIAL MEETING AND AGENDA**

<b><u>Board of Directors:</u></b>	<b><u>Office:</u></b>	<b><u>Term/Expiration:</u></b>
Matt Hopper	President	2022/May 2022
Carla Ferreira	Vice President	2022/May 2022
Michael Sheldon	Treasurer	2023/May 2023
Cynthia (Cindy) Shearon	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2022/May 2022
VACANT	Assistant Secretary	2023/May 2023
VACANT	Assistant Secretary	2023/May 2023
Denise Denslow	Secretary	N/A

DATE: **October 26, 2020**  
 TIME: **3:00 P.M.**  
 PLACE: **Information Center**  
**3900 E. 470 Beltway**  
**Aurora, CO 80019**

**THERE WILL BE ONE PERSON PRESENT AT THE ABOVE-REFERENCED PHYSICAL LOCATION.**

**DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY VIDEO ENABLED WEB CONFERENCE. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:**

**<https://zoom.us/j/98748724823?pwd=SFVUSlJha2pCb0J4dzd0b1ArcjVZUT09>**

**Meeting ID: 987 4872 4823**

**Passcode: 016688**

**Or dial in:**

**1-301-715-8592**

### **I. ADMINISTRATIVE MATTERS**

A. Present disclosures of potential conflicts of interest.

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- B. Confirm Quorum, location of meeting and posting of meeting notices. Approve Agenda.
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- C. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.
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## II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Ratify approval of **Task Order No. 24** under the Master Service Agreement (“MSA”) for Planning and Landscape Architecture Services by and between the Aerotropolis Area Coordinating Metropolitan District (“District”) and **Norris Design, Inc.** for The Aurora Highlands – Main Street Soccer Field Study, in the amount of \$10,700.
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- B. Ratify approval of **Task Order No. 20** under the MSA for Planning and Architectural Services by and between the District and **Norris Design, Inc.** for Park 03 Site Plan, in an amount not to exceed \$160,000.
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- C. Ratify approval of **Task Order No. 23** under the MSA for Planning and Landscape Architecture Services by and between the District and **Norris Design, Inc.** for Infrastructure Site Plan 04, in an amount not to exceed \$115,000.
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- D. Ratify approval of Letter of Agreement by and between the City of Aurora and the District regarding Request to Accelerate Installation of Pipeline Under Water Line Construction and Cost Reimbursement Agreement (enclosure).
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- E. Ratify approval of Letter of Agreement by and between the City of Aurora and the District regarding Request to Expedite Installation of Pipeline Section Under Water Line Construction and Cost Reimbursement Agreement (enclosure).
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- F. Ratify approval of Proposal from Contour Services, LLC for Transition Services.
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### III. LEGAL MATTERS

- A. Discuss and consider adoption of Resolution of the District Concerning Integrated Project Delivery Pursuant to Section 32-1-1804, C.R.S. (to be distributed).
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- B. Discuss and consider approval of Second Amendment to Agreement by and between E-470 Public Highway Authority and the District regarding Temporary Construction Access (enclosure).
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### IV. FINANCIAL MATTERS

- A. Ratify approval of payment of interim claims, consisting of check no. 1786 four (4) wire transfers, in the amount of \$45,297.00 (enclosure).
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- B. Discuss status of Lender funding requests and consider approval of payment of claims for operating costs, in the amount of \$56,705.10 (numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting) (to be distributed).
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- C. Review and accept schedule of unaudited financial statements dated August 31, 2020 and cash position report dated August 31, 2020, updated as of October 23, 2020 (to be distributed).
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- D. Discuss and consider approval of recommendation to The Aurora Highlands Community Authority Board (“CAB”) for acceptance of the CAB and District Engineer’s Report and Verification of Costs Associated with Public Improvements (Draw No. 28) prepared by Schedio Group LLC (to be distributed).
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## V. CAPITAL PROJECTS

- A. Discuss and consider approval of Draw Request No. 28, in the total amount of \$2,872,853.06\*, prepared by the District’s Program Manager (to be distributed- Draw Request No. 28 Summary and list of draw checks):

CAB (A Bonds)	\$ 1,162,414.52
CAB (B Bonds)	\$ 400,916.71
ARTA	\$ 1,295,085.33
ATEC	\$ 5,253.00
Developer	<u>\$ 9,183.50</u>
Total:	<u>\$*2,872,853.06</u>

\*Numbers based upon information available at time of preparation of Agenda, final numbers to be presented by accountant at meeting.

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### Capital Projects:

- B. Discuss and consider Lender Commitment to fund and approval of MSA for Limited Construction Management Services by and between the District and **AECOM Technical Services, Inc.**, subject to approval of the Construction Committee.
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- C. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 01** to MSA for Limited Construction Management Services by and between the District and **AECOM Technical Services, Inc.**, for First Phase of Services, subject to approval of the Construction Committee.
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- D. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 005** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Development Stormwater Management Plan Engineering Assessment and Support, in the amount of \$62,664.00, subject to approval of the Construction Committee.
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- E. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 006** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Sitewide Grading Analysis, in the amount of \$29,711.00, subject to approval of the Construction Committee.
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- F. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 007** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Development of Aspirational Schedule and COA Schedule and Tracking Assistance, in the amount of \$25,000.00, subject to approval of the Construction Committee.
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- G. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 008** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Forensic Analysis, in the amount of \$55,000.00, subject to approval of the Construction Committee.
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- H. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 010** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Construction Access and Haul Road Design, in the amount of \$41,000.00, subject to approval of the Construction Committee.
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- I. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 011** to MSA for Program Management, Design and Construction Services by and between the District and **AECOM Technical Services, Inc.** for Cost Estimating - Trib T Phase 1 Design, in the amount of \$39,600, subject to approval of the Construction Committee.
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- J. Discuss and consider Lender Commitment to fund and approval of **Notice of Award** of Construction Contract to **Aggregate Industries-WCR, Inc.** for 42<sup>nd</sup> Avenue Phase 2 and N/S Collector - Site Asphalt, in the amount of \$1,151,072.05, and authorize execution of Notice to Proceed, subject to approval of the Construction Committee.
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- K. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 01** to Construction Agreement by and between the District and **Aggregate Industries-WCR, Inc.** for 42<sup>nd</sup> Avenue Phase 2 and N/S Collector - Site Asphalt, in the amount of \$62,650.00, subject to approval of the Construction Committee.
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- L. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 03 to Task Order No. 02** to MSA by and between the District and **Beam, Longest and Neff, LLC** for Additional Traffic Analysis of Phase 1 Roadway Design, in the amount of \$19,500.00, subject to approval of the Construction Committee.
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- M. Discuss and consider Lender Commitment to fund and approval of **Notice of Award** of Construction Contract to **Concrete Curb LLC, d/b/a Concrete Curb and Paving, Inc.** for 42<sup>nd</sup> Avenue Phase 2 and N/S Collector and Aurora Pkwy – Site Concrete, in the amount of \$1,060,283.68, and authorize execution of Notice to Proceed, subject to approval of the Construction Committee.
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- N. Discuss and consider Lender Commitment to fund and approval of **MSA** for Civil Engineering and Surveying Services (In-Tract Public Improvements) by and between the District and **HR Green Development, LLC**, subject to approval of the Construction Committee.
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- O. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 01** to MSA for Civil Engineering and Surveying Services (In-Tract Public Improvements) by and between the District and **HR Green Development, LLC** for Filing No. 4, in the amount of \$99,535.00, subject to approval of the Construction Committee.

- P. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 02** to MSA for Civil Engineering and Surveying Services (In-Tract Public Improvements) by and between the District and **HR Green Development, LLC** for Filing No. 5, in the amount of \$171,200.00, subject to approval of the Construction Committee.

- Q. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 03** to MSA for Civil Engineering and Surveying Services (In-Tract Public Improvements) by and between the District and **HR Green Development, LLC** for Filing No. 8, in the amount of \$210,800.00, subject to approval of the Construction Committee.

- R. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 04** to MSA for Civil Engineering and Surveying Services (In-Tract Public Improvements) by and between the District and **HR Green Development, LLC** for Filing No. 13, in the amount of \$38,220.00, subject to approval of the Construction Committee.

- S. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 11** to Construction Agreement by and between the District and **Iron Woman Construction & Environmental Services, LLC** for Hand Pour Sidewalk on Denali, in the amount of \$3,342.10, subject to approval of the Construction Committee.

- T. Discuss and consider Lender Commitment to fund and approval of MSA for Limited Construction Management Services by and between the District and **JHL Constructors, Inc.**, subject to approval of the Construction Committee.

- U. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 01** to MSA for Limited Construction Management Services by and between the District and **JHL Constructors, Inc.**, for First Phase of Services, subject to approval of the Construction Committee.
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- V. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Trib T Aurora Pkwy P3 & Mainstreet P3, in the amount of \$36,079.48, subject to approval of the Construction Committee.
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- W. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Added Asphalt Scope, in the amount of \$2,857,190.85, subject to approval of the Construction Committee.
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- X. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **JHL Constructors, Inc.** for Clean-up Near Denali Boulevard, in the amount of \$5,712, subject to approval of the Construction Committee.
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- Y. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Kelley Trucking, Inc.** for Tributary T Grading and Erosion Control, in the amount of \$160,500, subject to approval of the Construction Committee.
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- Z. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 10** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2 and 42nd, Aura P1, in the amount of \$8,180.10, subject to approval of the Construction Committee.
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- AA. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2 and 42nd, Aura P1, in the amount of \$102,300.13, subject to approval of the Construction Committee.
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- BB. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Martin Marietta Materials, Inc. (Denver)** for Mainstreet P1-2 and 42nd, Aura P1, in the amount of \$59,093.51, subject to approval of the Construction Committee.
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- CC. Discuss and consider Lender Commitment to fund and approval of **Change Order to Task Order No. 08** under the MSA for Civil Engineering Services by and between the District and **Merrick & Company** for Additional Tasks, in the amount of \$12,400.00, subject to approval of the Construction Committee.
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- DD. Discuss and consider Lender Commitment to fund and approval of **Change Order to Task Order No. 10** under the MSA for Civil Engineering Services by and between the District and **Merrick & Company** for Superelevation Changes, ECCV Coordination, ISP Details and E470 Support, in the amount of \$66,500.00, subject to approval of the Construction Committee.
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- EE. Discuss and consider Lender Commitment to fund and approval of **MSA** for Planning and Landscape Architectural Services (In-Tract Public Improvements) by and between the District and **Norris Design, Inc.**, subject to approval of the Construction Committee.
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- FF. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 01** under the MSA for Planning and Landscape Architectural Services (In-Tract Public Improvements) by and between the District and **Norris Design, Inc.** for TAH Filings 4 Public Segregation (reference on invoice), in an amount not to exceed \$20,279.20, subject to approval of the Construction Committee.
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- GG. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 02** under the MSA for Planning and Landscape Architectural Services (In-Tract Public Improvements) by and between the District and **Norris Design, Inc.** for TAH Filings 5 Public Segregation (reference on invoice), in an amount not to exceed \$48,720, subject to approval of the Construction Committee.
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- HH. Discuss and consider Lender Commitment to fund and approval of **Task Order No. 03** under the MSA for Planning and Landscape Architectural Services (In-Tract Public Improvements) by and between the District and **Norris Design, Inc.** for TAH Filings 8 Public Segregation (reference on invoice), in an amount not to exceed \$36,300.60, subject to approval of the Construction Committee.
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- II. Discuss and consider Lender Commitment to fund and approval of **Changer Order to Task Order No. 22** under the MSA for Planning and Landscape Architectural Services by and between the District and **Norris Design, Inc.** for Buffer GIG Plan Changes, in an amount not to exceed \$25,000, subject to approval of the Construction Committee.
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- JJ. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 06** under the Construction Agreement by and between the District and **Pase Contracting, Inc. – Colorado** for Mainstreet Phase 3 Tributary T EWEC, in the amount of \$45,384.50, subject to approval of the Construction Committee.
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- KK. Discuss and consider Lender Commitment to fund and approval of **Change Order** under the Construction Agreement by and between the District and **Pase Contracting, Inc. – Colorado** for Mainstreet P1, in the amount of \$13,323.55, subject to approval of the Construction Committee.
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- LL. Discuss and consider Lender Commitment to fund and approval of **Change Order No. 15** under the Construction Agreement by and between the District and **Stormwater Risk Management, LLC** for Erosion Control - Straw Blankets in the amount of \$370,678.52, subject to approval of the Construction Committee.
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**VI. ARTA MATTERS**

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**VII. EXECUTIVE SESSION**

- A. Convene in executive session to discuss personnel matters and receive legal advice regarding same, subject to 24-6-402(4)(f)(I) concerning personnel matters.
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**VIII. OTHER BUSINESS**

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**IX. ADJOURNMENT**

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**THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 23, 2020.**



## LETTER OF AGREEMENT

October 20, 2020

Engineering Services Manager  
 City of Aurora, Colorado  
 15151 E. Alameda Pkwy., Ste. 3600  
 Aurora, CO 80012  
 Attn: Vern Adam  
 Email: vadam@auroragov.org  
 Phone: (720) 859-4324

**Re: Request to Expedite Installation of Pipeline Section Under  
 Water Line Construction and Cost Reimbursement Agreement**

Dear Mr. Adam:

The purpose of this Letter of Agreement is to acknowledge the expedited installation of a section of the 36" water supply pipeline constructed pursuant to the Water Line Construction and Cost Reimbursement Agreement between Aerotropolis Area Coordinating Metropolitan District (the "**District**") and the City of Aurora (the "**City**") dated July 28, 2020 (the "**36-Inch Pipeline Agreement**"). If executed, this Letter of Agreement will be an amendment to the 36-Inch Pipeline Agreement pursuant to Section 12 thereof.

At the request of the District, the City constructed the pipeline section between Mk 119 (Sta. 39+18.08) and Mk 144 (Sta. 79+50) (as depicted on PP. 3 – 5 of the attached Plan & Profile, the "**City Sections**") out of sequence to ensure the District's ability to pave affected portions of Main Street during the 2020 asphalt paving window. The requested out of sequence construction work was completed pursuant to a Change Order provided by Reynolds Construction, LLC ("**Change Order No. 1**", attached) estimating the additional costs for the out of sequence work to be \$24,738.10, which additional costs may be deducted from the City's Reimbursement Amount under Section 3 of the 36-Inch Pipeline Agreement.

The District recognizes that:

1. The City Sections identified above were constructed out of sequence at the District's request.
2. Reynolds Construction, LLC, completed the out of sequence City Sections pursuant to Change Order No. 1.



October 20, 2020  
Page 2

3. The City is entitled to deduct from the Reimbursement Amount set forth in the 36-Inch Pipeline Agreement any and all additional costs associated with the out of sequence work, including the mobilization costs described in Change Order No. 1 and any additional costs associated with the changed project sequencing.

By placement of the signature below of its duly authorized representative, Aerotropolis Area Coordinating Metropolitan District and the City of Aurora agree to be bound by the terms and conditions of this Letter Agreement, as an amendment to the Water Line Construction and Cost Reimbursement Agreement dated July 28, 2020.

**AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**



By: Matt Hopper, President

**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



# AURORA WATER

## ZONE 3: 36-INCH GUN CLUB RD. PIPELINE FROM E. 26TH AVE. TO E. 56TH

### INDEX OF DRAWINGS

SHEET NO.	DWG. NO.	DESCRIPTION
1	COVER	LOCATION MAP, LEGEND, SUBSURFACE UTILITY INVESTIGATION & INDEX OF DRAWINGS
2	G-1	SWMP, CITY, AND UTILITY GENERAL NOTES
3	G-2	KEY PLAN & ACCESS PLAN
4	G-3	SURVEY CONTROL PLAN
5	PP-1	PLAN & PROFILE - STA. 10+20.06 STA. 24+00
6	PP-2	PLAN & PROFILE - STA. 24+00 TO STA. 38+00
7	PP-3	PLAN & PROFILE - STA. 38+00 TO STA. 52+00
8	PP-4	PLAN & PROFILE - STA. 52+00 TO STA. 66+00
9	PP-5	PLAN & PROFILE - STA. 66+00 TO STA. 80+00
10	PP-6	PLAN & PROFILE - STA. 80+00 TO STA. 94+00
11	PP-7	PLAN & PROFILE - STA. 94+00 TO STA. 108+00
12	PP-8	PLAN & PROFILE - STA. 108+00 TO STA. 122+00
13	PP-9	PLAN & PROFILE - STA. 122+00 TO STA. 136+00
14	PP-10	PLAN & PROFILE - STA. 136+00 TO STA. 150+00
15	PP-11	PLAN & PROFILE - STA. 150+00 TO STA. 164+00
16	PP-12	PLAN & PROFILE - STA. 164+00 TO STA. 178+00
17	PP-13	PLAN & PROFILE - STA. 178+00 TO STA. 192+00
18	PP-14	PLAN & PROFILE - STA. 192+00 TO STA. 204+56.08
19	EC-1	EROSION CONTROL PLAN
20	EC-2	EROSION CONTROL PLAN
21	EC-3	EROSION CONTROL PLAN
22	EC-4	EROSION CONTROL PLAN
23	EC-5	EROSION CONTROL PLAN
24	EC-6	EROSION CONTROL PLAN
25	EC-7	EROSION CONTROL PLAN
*	D-1	STANDARD DETAILS
*	D-2	STANDARD DETAILS
*	D-3	STANDARD DETAILS
*	D-4	STANDARD DETAILS
*	D-5	STANDARD DETAILS
*	D-6	STANDARD DETAILS
*	D-7	CONNECTION DETAILS
*	D-8	CONNECTION DETAILS
*	D-9	CATHODIC PROTECTION DETAILS
*	D-10	CATHODIC PROTECTION DETAILS
*	D-11	CATHODIC PROTECTION DETAILS
*	S-1	STRUCTURAL NOTES
*	S-2	STRUCTURAL DETAILS
*	S-10	36"Ø BFV VAULT PLANS
*	S-11	36"Ø BFV VAULT SECTION
26	M-10	36"Ø BFV VAULT
27	M-11	ARV VAULT
28	M-12	BLOWOFF DETAILS
29	M-13	36"Ø ISOLATION VALVE
30	M-14	16"Ø BFV AT STA 17+46.22
31	M-15	24"Ø BFV AT STA 73+23.09
32	M-16	16"Ø BFV AT STA 65+34.24
33	M-17	36"Ø BFV AT STA 19+12.00

#### NOTE:

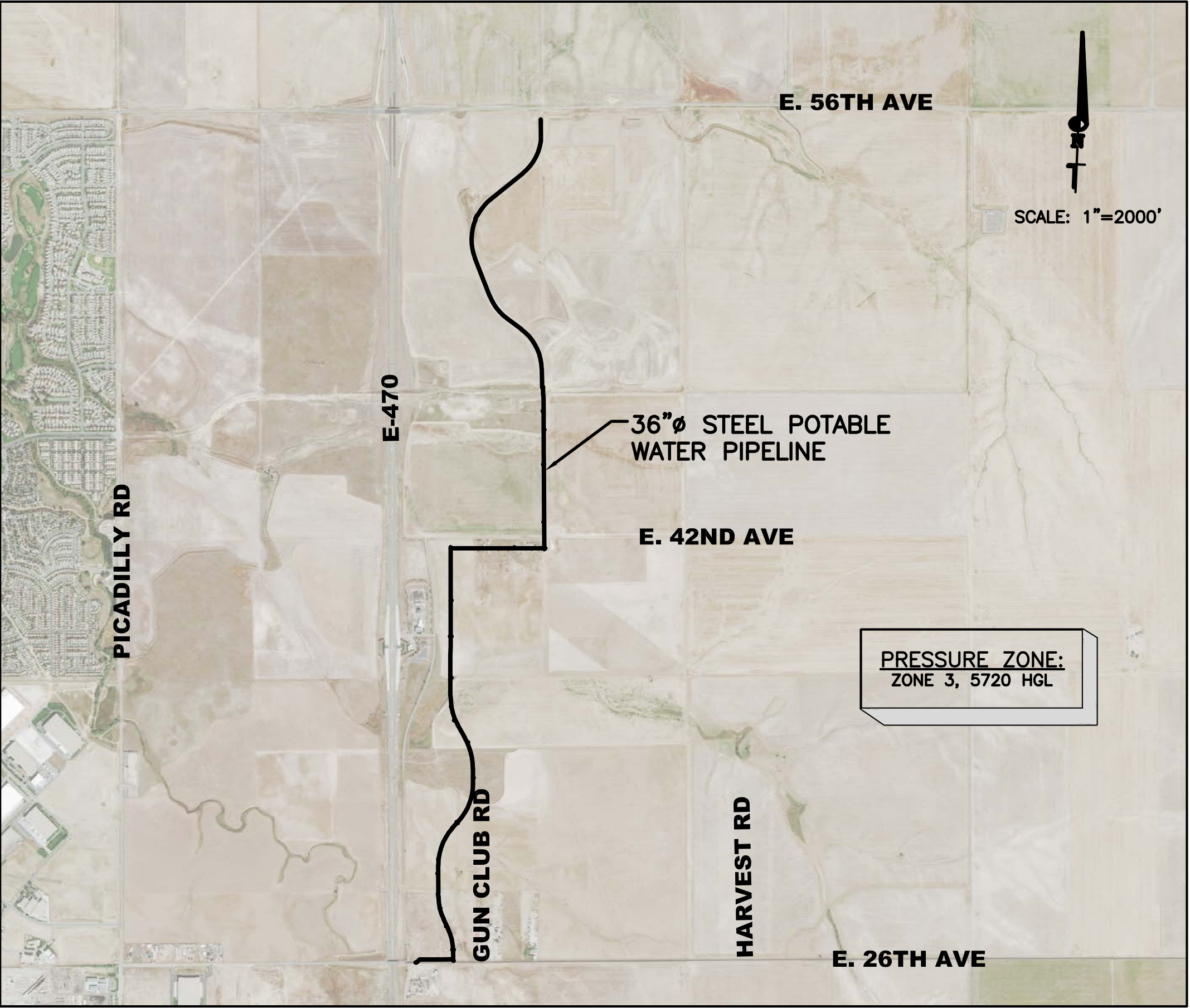
(\*) DENOTES CONSTRUCTION PLAN DRAWINGS INCLUDED IN THE CITY OF AURORA PUBLIC WORKS DEPARTMENT REVIEW/APPROVAL DRAWING SET FOR INFORMATION ONLY.

### LEGEND

EXISTING INDEX CONTOUR	5050	EXISTING SANITARY SEWER MANHOLE	Ⓢ
EXISTING INTERMEDIATE CONTOUR	47	EXISTING STORM DRAIN	Ⓣ
EXISTING BUILDING/STRUCTURE	[ ]	EXISTING WATER MANHOLE	Ⓦ
EXISTING WATERLINE	WAT-*	EXISTING ELECTRIC MANHOLE	ⓔ
EXISTING CABLE TV	CTV-*	EXISTING TELEPHONE MANHOLE	Ⓣ
EXISTING GAS	GAS-*	EXISTING FIRE HYDRANT	Ⓜ
UNDERGROUND ELECTRIC	ELE-*	EXISTING TREE	Ⓣ
EXISTING TELEPHONE CABLE	TEL-*	EXISTING SIGN	Ⓢ
EXISTING SANITARY SEWER	SAN-*	POTHOLED UTILITY (SHOWN IN PROFILE)	PH
EXISTING STORM SEWER	STM-*	POTHOLED UTILITY (SHOWN IN PLAN)	PH XX
EXISTING FIBER OPTIC	FIB-*	TEST STATION	Ⓣ
EXISTING WATER SERVICE	WS-*	EXISTING GUARDRAIL	[ ]
EXISTING SANITARY SEWER SERVICE	SS-*	EXISTING CULVERT	[ ]
EXISTING OVERHEAD POWERLINE	OHE	EXISTING EDGE OF PAVED ROAD	[ ]
EXISTING TRAFFIC SIGNAL WIRE	TS	EXISTING DIRT ROAD/DRIVE	[ ]
EXISTING WATER VALVE	WV	EXISTING CURB AND GUTTER	[ ]
EXISTING WATER METER	Ⓜ	EXISTING CHAINLINK/WIRE FENCE	[ ]
EXISTING ELECTRIC BOX	Ⓜ	EXISTING DITCH, RIVER, CANAL, ETC.	[ ]
EXISTING ELECTRIC METER	Ⓜ	EXISTING RIGHT-OF-WAY	[ ]
EXISTING GAS VALVE/MARKER	Ⓜ	EXISTING EASEMENTS	[ ]
EXISTING TELEPHONE BOX	Ⓜ	EXISTING PARCELS	[ ]
EXISTING CABLE TV BOX	Ⓜ	EX-CONC	[ ]
EXISTING POWERPOLE	Ⓜ	EXISTING STORM SEWER	[ ]
EXISTING GUY POLE	Ⓜ	PROPOSED EASEMENT (PERMANENT)	[ ]
EXISTING LIGHTPOLE	Ⓜ	PROPOSED EASEMENT (TEMPORARY)	[ ]
SECTION CORNER	Ⓜ	PROPOSED WATERLINE ALIGNMENT	[ ]
BOREHOLE (GEOTECH-DRILLED)	BH#	PROPOSED LIMITS OF CONSTRUCTION	[ ]
SURVEYED BENCHMARK	Ⓜ	BASE FLOOD ELEVATION	[ ]

#### SUE-SUBSURFACE UTILITY ENGINEERING LEGEND NOTE:

\*SUE QUALITY LEVEL LOCATES OF EXISTING UTILITIES ARE DEPICTED WITH A SUFFIX ON EXISTING UTILITY LINETYPES FROM B TO D DEPICTING THE ACCURACY, "QUALITY LEVEL" OF THE EXISTING UTILITY SHOWN ON THE DRAWINGS. (EXAMPLE WAT-B OR STM-C)  
-QUALITY LEVEL A (PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OR POTHOLES)  
-QUALITY LEVEL B (INFORMATION FROM ABOVE GROUND, HORIZONTAL SURVEY AND UTILITY LOCATES)  
-QUALITY LEVEL C (ABOVE GROUND SURVEY & PROFESSIONAL JUDGEMENT TO LOCATE UTILITIES)  
-QUALITY LEVEL D (RECORDS RESEARCH/DATA COLLECTION)



LOCATION MAP

#### NOTE:

NO CONSTRUCTION OF ANY KIND, INCLUDING GRADING, IS ALLOWED IN AREAS THAT DO NOT HAVE DEDICATED RIGHT-OF-WAY OR EASEMENTS FOR THIS PROJECT.

#### EMERGENCY CONTACT:

FLOW CONTROL AT 303-326-8388

#### CONTACTS:

AURORA WATER PROJECT MANAGER:

STEVE FIORI  
AURORA WATER  
1515 E. ALAMEDA PKWY, SUITE 4400  
AURORA, CO 80012  
720-859-4327

ENGINEER:

MELINDA A. BROWN, PROJECT MANAGER  
DEWBERRY ENGINEERS INC.  
990 S. BROADWAY, SUITE 400  
DENVER, CO 80209  
303-951-0634

PROJECT OWNER/DEVELOPER SIGNATURE BLOCK

I HAVE REVIEWED THE INFORMATION CONTAINED WITHIN THE EROSION CONTROL PLAN AND ACCEPT RESPONSIBILITY FOR THE REQUIREMENTS SET FORTH.

STEVE FIORI, AURORA WATER DATE

PLAN PREPARER SIGNATURE BLOCK

I ACKNOWLEDGE MY RESPONSIBILITY FOR THE PREPARATION OF THE EROSION CONTROL PLAN.

Approved for One Year From this Date

City Engineer Date

Water Department Date

Fire Department Date

PROJECT ENGINEER:  
MELINDA BROWN, P.E. #48293

DATE

JUNE 2020



## STANDARD STATEMENT AND NOTES FOR SWMP DESIGN DRAWINGS:

"PURSUANT TO SECTIONS 138--440 AND 138--442 OF THE AURORA MUNICIPAL CODE, THE PERMITTEE SHALL LOCATE, INSTALL, AND MAINTAIN ALL BEST MANAGEMENT PRACTICES, INCLUDING, BUT NOT LIMITED TO, EROSION CONTROLS, SEDIMENT CONTROLS, DRAINAGE CONTROLS, AND WATER QUALITY BMPs AS INDICATED IN THE APPROVED STORMWATER MANAGEMENT PLAN (SWMP). THE FOLLOWING NOTES ARE A REQUIREMENT AND SHALL BE INCLUDED ON THE SWMP DESIGN DRAWINGS DEVELOPED FOR THIS PROJECT AND SUBMITTED FOR APPROVAL BY THE CITY. BMP INSTALLATIONS SHALL BE INSTALLED PER THE COA STANDARD DETAIL IN EFFECT AT THE TIME OF INSTALLATION OR PER THE APPROVED SWMP DESIGN DRAWING, A COA APPROVED VARIANCE, OR A COA APPROVED DESIGN DRAWING PLAN AMENDMENT."

- THE PERMITTEE SHALL BE RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO STORM DRAINS, ADJACENT WATERWAYS, WETLANDS, STORM SEWERS, STORM SEWER APPURTENANCES, OTHER PROPERTIES, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
- ADDITIONAL ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL BMPs MAY BE REQUIRED DURING AND AFTER CONSTRUCTION AND SHALL BE EXECUTED AND COMPLETED BY THE PERMITTEE. THE PERMITTEE SHALL PLAN, INSTALL, AND MAINTAIN ALL EROSION, AND SEDIMENT CONTROL MEASURES, INCLUDING DRAINAGE AND WATER QUALITY BMPs AS INDICATED ON THIS PLAN AND AS NECESSARY TO REDUCE THE DISCHARGE OF POLLUTANTS TO THE MAXIMUM EXTENT PRACTICABLE ADVERSE IMPACTS, EROSION AND SEDIMENT DEPOSITION ONTO PAVED SECTION, INTO STORM SEWERS, STORM SEWER APPURTENANCES, RECEIVING WATERS, OR OFF THE PROJECT SITE.
- THE PERMITTEE SHALL TAKE APPROPRIATE PREVENTIVE MEASURES TO MINIMIZE TO THE MAXIMUM EXTENT PRACTICABLE DIRT AND MUD FROM BEING TRACKED OR DEPOSITED ONTO PAVED SECTIONS VIA MULTIPLE BMPs. SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY BE TRACKED, DEPOSITED, OR ACCUMULATED ON PAVED SECTIONS, IN THE FLOW LINES, PRIVATE PROPERTY, AND/OR PUBLIC RIGHTS-OF-WAY OF THE CITY AS A RESULT OF THIS CONSTRUCTION PROJECT SHALL BE CLEANED UP.
- AREAS REACHING SUBSTANTIAL COMPLETION OF GRADING AND TOPSOIL PLACEMENT OPERATIONS MUST BE DRILL SEEDED AND CRIMP MULCHED WITHIN 14 DAYS OF SUBSTANTIAL COMPLETION OF GRADING AND TOPSOIL OPERATIONS. IF AN INCOMPLETE AREA IS TO REMAIN INACTIVE FOR LONGER THAN 30 DAYS, IT MUST BE DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE LANDSCAPED WITHIN 14 DAYS FROM THE SUSPENSION OR COMPLETION OF LAND DISTURBANCE ACTIVITIES.
- THIS APPROVED SWMP DESIGN DRAWINGS, THE ASSOCIATED APPROVED SWMP NARRATIVE, A COPY OF THE STORMWATER QUALITY DISCHARGE PERMIT, AND THE RULES AND REGULATIONS REGARDING STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES MANUAL SHALL BE KEPT ON SITE AT ALL TIMES.
- ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP (MAINTENANCE) WHEN THE SEDIMENT LEVEL OF DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMP OR AS DEFINED WITHIN THE RULES AND REGULATIONS REGARDING STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES MANUAL, WHICHEVER IS MORE RESTRICTIVE. IF MAINTENANCE OF THE BMP DOES NOT RESTORE THE INTENDED FUNCTION, THEN THE BMP MUST BE REPLACED.
- THE DISCHARGING OF CEMENT, CONCRETE, OR MORTAR FROM READY MIX DELIVERY TRUCKS, PUMP TRUCKS, BATCH PLANTS OR SMALL MECHANICAL MIXERS DIRECTLY ONTO PAVED SURFACES OR DISTURBED GROUND HAVING NO CONTAINMENT IS PROHIBITED. THE DISPOSAL OF ANY LIQUID WASTES OR WASH WATER FROM ANY OPERATIONS SUCH AS PAINTING, DRYWALL, OR TILE INSTALLATIONS DIRECTLY ONTO PAVED SURFACES OR THE GROUND WITHOUT CONTAINMENT IS PROHIBITED. THE PERMITTEE SHALL PROTECT ALL CURB FLOW LINES, ADJACENT WATERWAYS, WETLANDS, STORM SEWERS, STORM SEWER APPURTENANCES, OTHER PROPERTIES, ETC., ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE.
- IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO RESOLVE CONSTRUCTION PROBLEMS DUE TO CHANGING CONDITIONS OR DESIGN ERRORS THEY MAY ENCOUNTER DURING THE PROGRESS OF ANY PORTION OF THE WORK. IF CONDITIONS IN THE FIELD REQUIRE CHANGES AND THE PROPOSED MODIFICATIONS TO THE APPROVED PLANS INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE CONTRACTOR, THROUGH THE ENGINEER OF RECORD, SHALL BE RESPONSIBLE TO REVISE PLANS AND SUBMIT THEM TO THE CITY OF AURORA FOR APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK. ANY CONTROLS, FEATURES OR IMPROVEMENTS NOT CONSTRUCTED IN ACCORDANCE WITH THE APPROVED SWMP, CITY OF AURORA DETAIL DESIGNS, CITY OF AURORA APPROVED VARIANCES, OR AN APPROVED DESIGN DRAWING AMENDMENT SHALL BE REMOVED AND THE CONTROLS, FEATURES AND/OR IMPROVEMENTS SHALL BE RECONSTRUCTED.
- SECONDARY CONTAINMENT FEATURES SHALL BE IN PLACE FOR ANY BULK FUEL STORAGE, MIXERS, GENERATORS, OR ANY OTHER SPILL OR LEAK SOURCE THAT REMAINS ONSITE FOR A PERIOD LONGER THAN 7 CALENDAR DAYS. A RECOVERY OR SALVAGE DRUM SHALL BE KEPT ON-SITE FOR STORAGE OF CONTAMINATED SOILS.
- STRAW BALES AND RECYCLED ASPHALT OR CONCRETE ARE NOT ACCEPTABLE FOR THE CONSTRUCTION OF BMPs WITHIN THE CITY OF AURORA AND MAY NOT BE USED.

## CITY OF AURORA STANDARD PARKS, RECREATION AND OPEN SPACE DEPARTMENT NOTES FOR CIVIL PLANS:

- PRIOR TO COMMENCING WORK WITHIN PARKS, RECREATION & OPEN SPACE (PROS) PROPERTIES OR LANDSCAPED MEDIANS OR UPON LAND, INCLUDING RIGHTS-OF-WAY, ADJACENT TO PROS PROPERTIES OR MEDIANS, CONTACT A PROS DEPARTMENT CONSTRUCTION INSPECTOR AT 303-667-1098 OR 303-739-7160 TO FULLY REVIEW EXISTING CONDITIONS, REQUIREMENTS, AND PROCEDURES.
- ALL WORK WITHIN PROS PROPERTIES OR LANDSCAPED MEDIANS OR UPON LAND, INCLUDING RIGHTS-OF-WAY, ADJACENT TO PROS PROPERTIES OR MEDIANS SHALL COMPLY WITH REQUIREMENTS IN THE PROS DEDICATION AND DEVELOPMENT CRITERIA MANUAL.
- APPROVAL FROM OR ACCEPTANCE BY THE PUBLIC IMPROVEMENTS INSPECTOR DOES NOT CONSTITUTE APPROVAL OR ACCEPTANCE BY THE PROS DEPARTMENT. CONTRACTOR SHALL HAVE ALL WORK WITHIN PROS PROPERTIES OR LANDSCAPED MEDIANS OR UPON LAND, INCLUDING RIGHTS-OF-WAY, ADJACENT TO PROS PROPERTIES OR MEDIANS INSPECTED BY THE PROS DEPARTMENT CONSTRUCTION INSPECTORS FOR COMPLIANCE WITH APPLICABLE DEPARTMENT REQUIREMENTS. WRITTEN APPROVAL AND ACCEPTANCE FROM THE PROS DEPARTMENT WILL BE REQUIRED TO VERIFY COMPLIANCE.

## CITY OF AURORA REQUIRED NOTES:

- 2.03.6.01
- CITY OF AURORA PLAN REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH CITY OF AURORA DESIGN CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, DIMENSIONS, AND ELEVATIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF AURORA, THROUGH THE APPROVAL OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
- 2.03.6.02
- ALL ROADWAY CONSTRUCTION SHALL CONFORM TO CITY OF AURORA "ROADWAY DESIGN & CONSTRUCTION SPECIFICATIONS," LATEST EDITION.
- 2.03.6.03
- ALL WATER DISTRIBUTION, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL CONFORM TO CITY OF AURORA "STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE," LATEST REVISION
- 2.03.6.04
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS.
- 2.03.6.05
- THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC IMPROVEMENT INSPECTIONS DIVISION, 303-739-7420, 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
- 2.03.6.06
- LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. FOR INFORMATION, CONTACT UTILITY NOTIFICATION CENTER OF COLORADO, 1-800-922-1987 OR 811.
- 2.03.6.07
- THE CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF AURORA), ONE COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED AT THE JOB SITE AT ALL TIMES.
- 2.03.6.08
- IT IS THE CONSULTANT'S RESPONSIBILITY TO ACCURATELY SHOW EXISTING CONDITIONS, BOTH ON-SITE, AND OFF-SITE, ON THE CONSTRUCTION PLANS. ANY MODIFICATIONS NEEDED DUE TO CONFLICTS, OMISSIONS, OR CHANGED CONDITIONS EITHER ON-SITE OR OFF-SITE, WHICH ARISE IN THE FIELD, WILL BE ENTIRELY THE DEVELOPER'S RESPONSIBILITY. THE COST TO RECTIFY ANY ADVERSE SITUATION TO MEET THE CITY STANDARDS AND SPECIFICATIONS AND THE CITY CODE SHALL BE BORNE SOLELY BY THE DEVELOPER.
- 2.03.6.09
- THE OWNER/DEVELOPER MUST OBTAIN THE WRITTEN PERMISSION OF THE ADJACENT PROPERTY OWNER(S) PRIOR TO ANY OFF-SITE GRADING OR CONSTRUCTION.
- 2.03.6.10
- CONCRETE SHALL NOT BE PLACED UNTIL THE FORMS HAVE BEEN INSPECTED BY PUBLIC IMPROVEMENTS INSPECTIONS.
- 2.03.6.11
- PAVING OF PUBLIC STREETS SHALL NOT START UNTIL A SOIL REPORT AND PAVEMENT DESIGN IS APPROVED BY THE CITY ENGINEER, PROOF ROLLING, AND SUBGRADE AND TRENCH COMPACTION TESTS TAKEN BY THE DEVELOPER'S GEOTECH ARE APPROVED BY PUBLIC IMPROVEMENTS INSPECTIONS/MATERIALS LAB.
- 2.03.6.12
- STANDARD CITY OF AURORA CURB RAMPS SHALL BE CONSTRUCTED AT ALL CURB RETURNS, AT ALL "+" INTERSECTIONS AND AT ALL CURBSIDE KIOSKS OR CLUSTERS, UNLESS OTHERWISE MODIFIED BY THESE PLANS.
- 2.03.6.13
- ALL STATIONING IS BASED ON CENTERLINE OF ROADWAYS UNLESS OTHERWISE NOTED.
- 2.03.6.14
- ALL ELEVATIONS ARE FLOWLINE UNLESS OTHERWISE NOTED.
- 2.03.6.16
- THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR CONTACTING CDOT TO ENSURE ALL WORK ON OR ADJACENT TO STATE HIGHWAYS OR CDOT R.O.W. MEETS CDOT REQUIREMENTS.
- 2.03.6.17
- THE STREETLIGHT OR PEDESTRIAN LIGHT INSTALLATION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED, FUNDED, AND CONSTRUCTED BY THE DEVELOPER/OWNER. OWNERSHIP AND MAINTENANCE OF THE STREET/PEDESTRIAN LIGHTS SHALL BE THE RESPONSIBILITY OF THE CITY OF AURORA ONCE THEY HAVE BEEN ACCEPTED. STREET LIGHT AND/OR PEDESTRIAN LIGHTING PLANS SHALL BE PREPARED AND SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND SHALL BECOME A PART OF THE APPROVED CIVIL CONSTRUCTION PLANS FOR THE PROJECT. THE OWNER IS RESPONSIBLE FOR OBTAINING AN ADDRESS FOR THE METER(S) FROM THE PLANNING DEPARTMENT. A BUILDING PERMIT FOR THE METER AND A PUBLIC INSPECTIONS PERMIT FOR THE STREET LIGHTS ARE REQUIRED. CERTIFICATE OF OCCUPANCIES WILL NOT BE ISSUED UNTIL THE STREET AND/OR PEDESTRIAN LIGHTING PLANS ARE APPROVED, CONSTRUCTED, AND INITIALLY ACCEPTED.
- 2.03.6.18
- THE OWNER/CONTRACTOR MUST OBTAIN A C.D.P.S. STORM WATER DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IF REQUIRED.
- 2.03.6.19
- THE OWNER/CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE ARMY CORP OF ENGINEERS FOR WETLAND MITIGATION OR WORK WITHIN THE WATERS OF THE U.S., IF REQUIRED. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO PROVIDE A COPY OF THE ARMY CORP OF ENGINEER'S REQUIREMENTS TO THE CITY OF AURORA. IF THERE ARE NO REQUIREMENTS BY THE ARMY CORP OF ENGINEERS, THEN A WRITTEN NOTIFICATION FROM THE ARMY CORP OF ENGINEERS SHALL BE SUBMITTED TO THE CITY OF AURORA STATING SUCH. CITY APPROVAL OF THE CONSTRUCTION PLANS IS SUBJECT TO THE OWNER/CONTRACTOR OBTAINING A 404 PERMIT, IF APPLICABLE. A COPY OF THIS PERMIT SHALL BE SUBMITTED TO THE CITY OF AURORA PRIOR TO ANY PERMITS BEING ISSUED.
- 2.03.6.20
- ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS OTHERWISE NOTED BY THE CITY OF AURORA.
- 2.03.6.21
- PRIVATE UNDERDRAIN SYSTEMS FOR GROUNDWATER DISCHARGES FROM FOUNDATION DRAINS SHALL BE OWNED AND MAINTAINED BY THE HOA/METRO DISTRICT.
- 2.03.6.22
- PROJECT SHALL COMPLY WITH THE SUBSURFACE UTILITY ENGINEERING REQUIREMENTS PER SENATE BILL 18-167 WHEN PROJECT INCLUDES EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRONICALLY TRACEABLE MARKERS OR TRACING WIRE PER AURORA WATER STANDARDS AND SPECIFICATIONS FOR ALL SUBSURFACE UTILITIES. BY STAMPING THE PLAN THE ENGINEER OF RECORD IS CERTIFYING THE PLAN MEETS THE STANDARDS ESTABLISHED BY THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASC 38-02) FOR DEFINING THE ACCURACY OF AN UNDERGROUND FACILITY.

## CITY OF AURORA UTILITIES STANDARD GENERAL NOTES:

- ALL MATERIALS, WORKMANSHIP, CONSTRUCTION DETAILS, AND TESTING FOR THE WATERLINE CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE LATEST REVISION AS SET FORTH BY THE CITY OF AURORA, WATER DEPARTMENT.
- ALL FIRE HYDRANTS SHALL BE LOCATED NOT LESS THAN THREE FEET - SIX INCHES (3'-6") AND NOT MORE THAN EIGHT (8) FEET FROM THE BACK OF CURB TO THE CENTER OF THE HYDRANT AND BE UNOBSTRUCTED ON THE STREET SIDE. MINIMUM CLEARANCE ON ALL OTHER SIDES SHALL BE FIVE (5) FEET. FIRE HYDRANTS MUST BE GRADE STAKED IN THE FIELD. FIRE HYDRANTS ARE NOT ALLOWED IN SIDEWALKS.
- ALL FIRE HYDRANTS MUST BE GRADE STAKED IN THE FIELD WHENEVER CURB AND GUTTER HAS NOT BEEN INSTALLED.
- ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
- WATER MAIN RESTRAINT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE LATEST REVISIONS. MEGALUGS OR UNI-FLANGE MAY BE USED IN PLACE OF RODS AND CLAMPS.
- WATER LINE VALVES ARE NOT ALLOWED IN CROSS PANS.
- ALL WATER METERS, WATER SERVICE LINES AND SANITARY SEWER SERVICES LINES ARE NOT ALLOWED IN OR UNDER DRIVEWAYS.
- ALL SANITARY SERVICE LINES SHALL BE TEES OFF OF MAINS. WYES SHALL BE USED FOR LOTS AT BACK OF CUL-DE-SACS.
- WATER PRESSURE ZONE 3. ZERO (0) PSI @ ELEVATION 5720 STATIC. A PRESSURE REDUCING VALVE (PRV) IS REQUIRED WHEN PRESSURE AT THE UNIT IS GREATER THAN (80) PSI. PRV'S ARE NOT ALLOWED IN CITY OF AURORA OWNED AND MAINTAINED METER PITS.
- ADJUST ALL MANHOLES, FIRE HYDRANTS, AND VALVE BOXES TO GRADE PER STANDARDS AND SPECIFICATIONS REGARDING WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE LATEST REVISIONS, AS NECESSARY.
- ALL FIRE LINES AND COMMERCIAL WATER SERVICE LINES REQUIRE REDUCED PRESSURE BACK FLOW ASSEMBLY OR DOUBLE CHECK VALVES AS REQUIRED BY THE CITY OF AURORA WATER DEPARTMENT. CONTACT WATER SERVICES AT (303) 326-8114 OR (303) 326-8129 FOR INSPECTION PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- THE CONTRACTOR SHALL CONTACT AURORA WATER ENGINEERING AT (303)-739-7300 FOR INSPECTION OF ANY REQUIRED GREASE TRAPS OR SAND/OIL INTERCEPTORS PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- THE CONTRACTOR SHALL CONTACT THE AURORA WATER INSPECTION LINE AT 303-739-7385 AT LEAST 24 HOURS IN ADVANCE OF COMMENCING CONSTRUCTION OF ANY WET UTILITY TO SCHEDULE INSPECTIONS.
- TOTAL BUILDING SURFACE AREA = 0 SF. TOTAL HARD SURFACE= NA SF.

### Mixture 5 - Sand Prairie

For upland or lowland sandy loam to sandy soils, with 1-2% organic matter. No irrigation should be necessary. Some grasses are tall stature. Seeding rate is 30.25 PLS lbs/acre, plus wildflowers and shrubs. Broadcast, harrow or rake to cover, mulch. Follow seeding specifications.

COMMON NAME	SCIENTIFIC NAME	NATIVE SPECIES	VARIETY	PLS LBS /ACRE	OUNCES /ACRE**
GRASSES					
Sand bluestem*	<i>Andropogon hallii</i>	X	Garden	2	
Sideoats grama*	<i>Bouteloua curtipendula</i>	X	Butte	3	
Prairie sandreed*	<i>Calamovilfa longifolia</i>	X	Goshen	3	
Blue grama*	<i>Chondrosium gracile</i>	X	Hachita	4	
Indian ricegrass	<i>Oryzopsis hymenoides</i>	X	Nezpar or Paloma	4	
Switchgrass*	<i>Panicum virgatum</i>	X	Blackwell	6	
Western Wheatgrass	<i>Pascopyrum smithii</i>	X	Ariba	2	
Little bluestem*	<i>Schizachyrium scoparium</i>	X	Pastura	2	
Sand dropseed*	<i>Sporobolus cryptandrus</i>	X	Native	2	
Needle-and-thread	<i>Hesperostipa comata</i>	X	Native	0.25	
Green needlegrass*	<i>Stipa viridula</i>	X	Lodorn	2	
TOTAL POUNDS PLS / ACRE				30.25	
OPTIONAL WILDFLOWERS					
Pasture sage	<i>Artemisia frigida</i>	X			2
Bush morning glory	<i>Ipomoea leptophylla</i>	X			4
Scarlet glia	<i>Ipomopsis aggregata</i>	X			3
Blanket flower	<i>Gaillardia aristata</i>	X			4
Tansy aster	<i>Machaeranthera tanacetifolia</i>	X			2
OPTIONAL SHRUBS					
Yucca	<i>Yucca glauca</i>	X			4-8
*always include these key species, maintain at least a 30 lbs/acre rate for mix					
** 1/4 lbs minimum per species seed order					

FINAL RESTORATION SHALL UTILIZE SEED MIX PROVIDED ABOVE.

Dewberry®

Dewberry Engineers Inc.

990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING GGL4059-2

DRAWN DPB

DESIGNED MAB

CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

GENERAL

SWMP, CITY AND UTILITY  
GENERAL NOTES

DATE: 11/05/18

PROJECT NUMBER: 50094059

REVISION NO. A

DRAWING NUMBER G-1

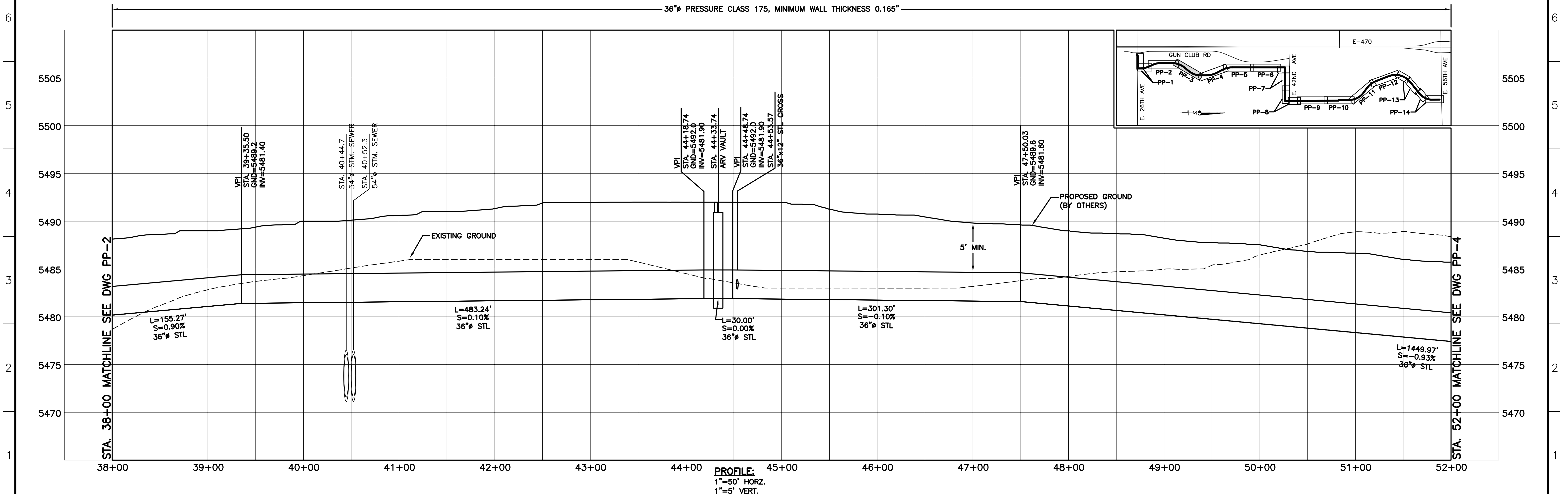
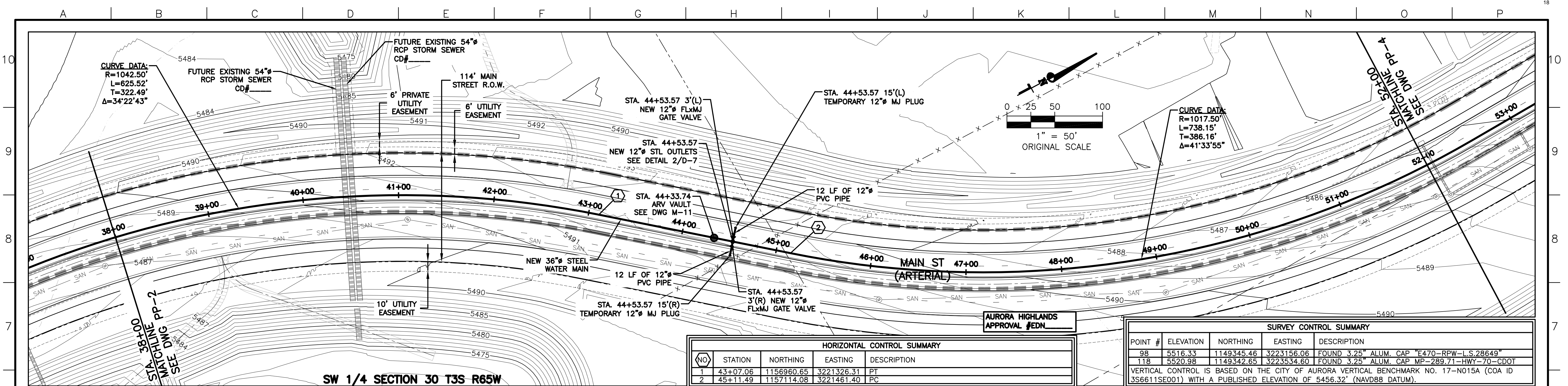
SHEET NUMBER 2












**Dewberry**  
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Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)  
DRAWING CPP94059-3  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:  
  
PRINCIPAL  
  
DATE:

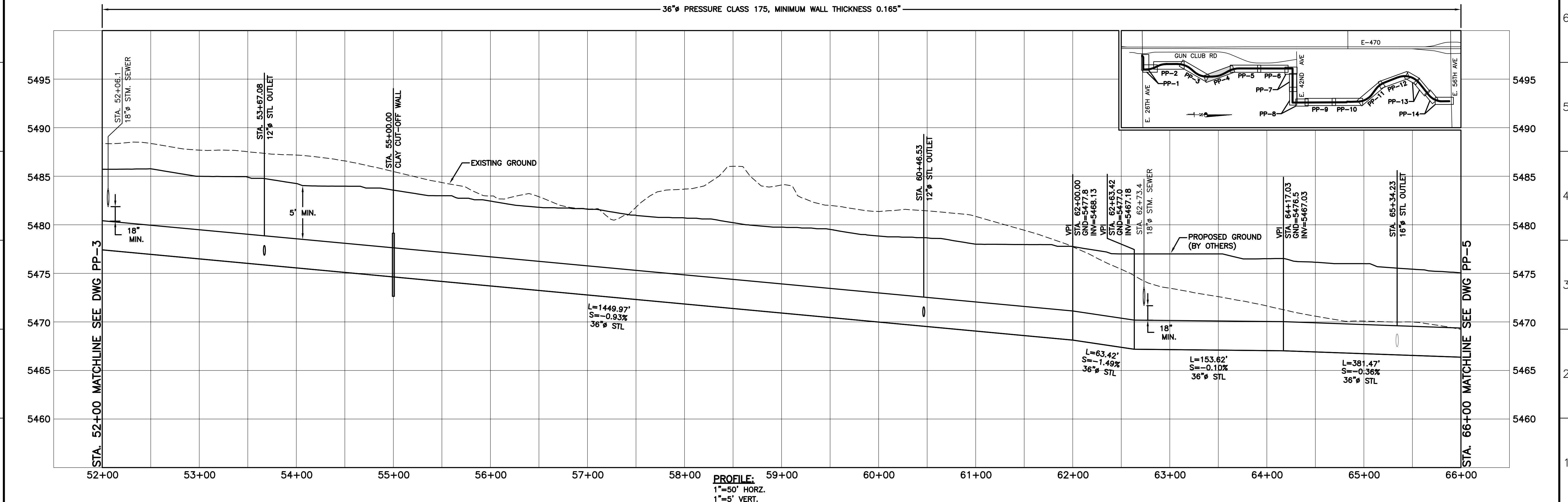
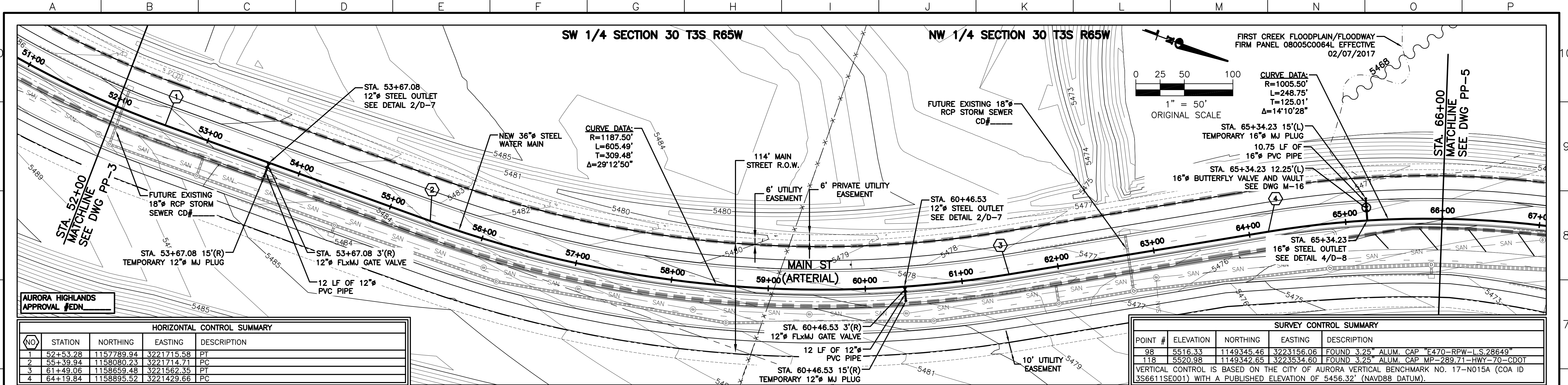
REVISIONS  


REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL  
  
PLAN & PROFILE  
STA. 38+00 TO STA. 52+00

DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER PP-3  
SHEET NUMBER 7



**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-4  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:  
  
PRINCIPAL  
  
DATE:

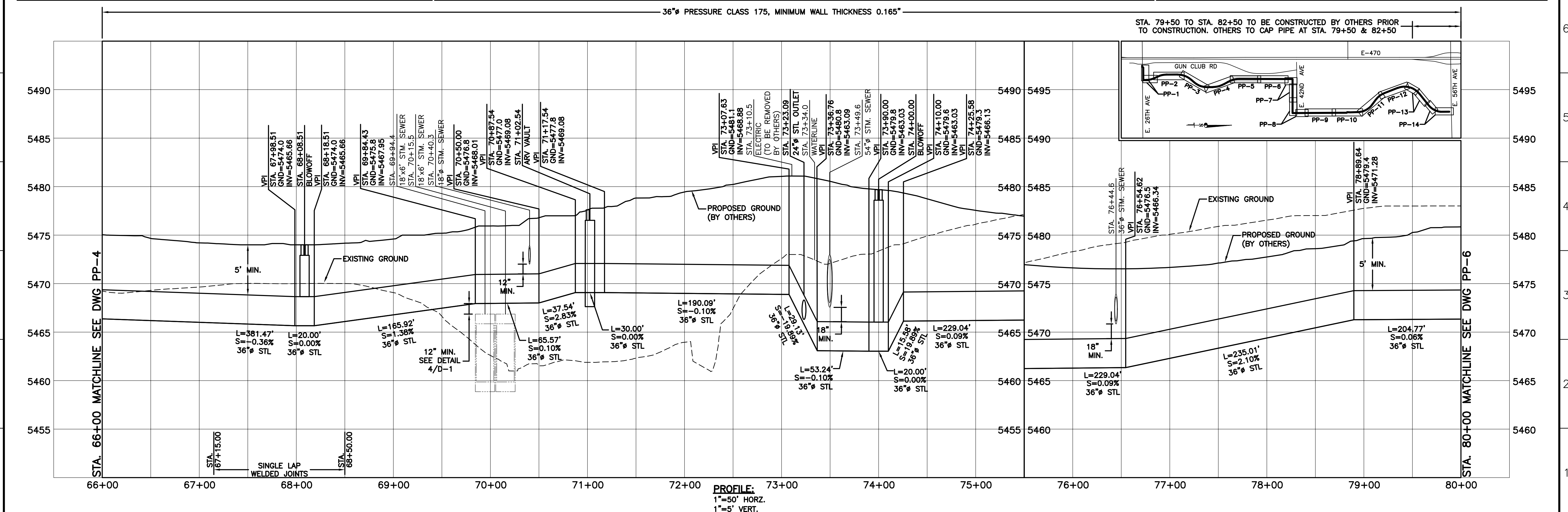
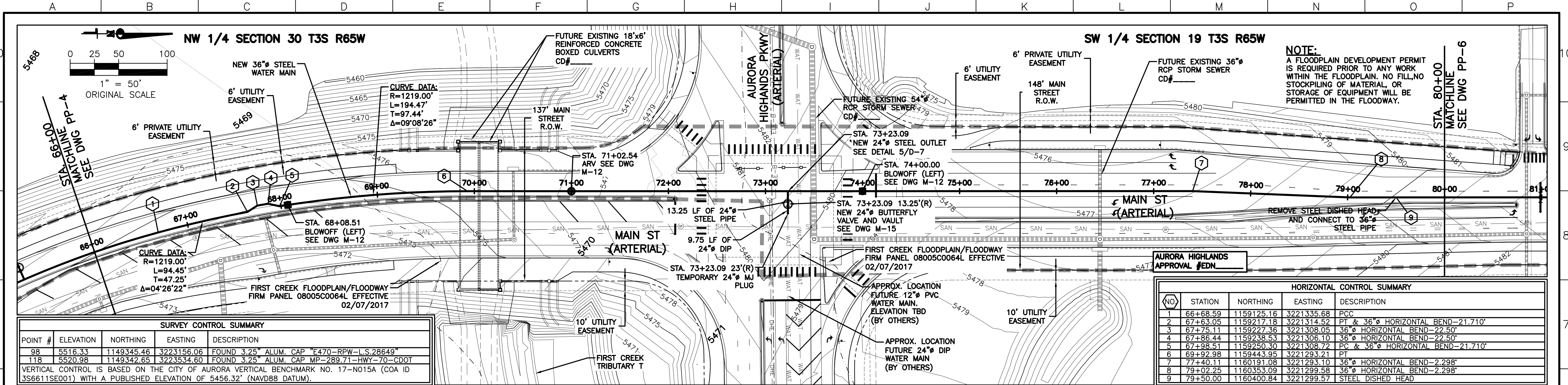
REVISIONS  
REV. DESCRIPTION BY DATE APP.  
A CONFORMED SET DPB 06/30/20 MAB


AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL  
  
PLAN & PROFILE  
STA. 52+00 TO STA. 66+00

DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER PP-4  
SHEET NUMBER 8







**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-5  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

**AURORA WATER**  
**CITY OF AURORA, COLORADO**

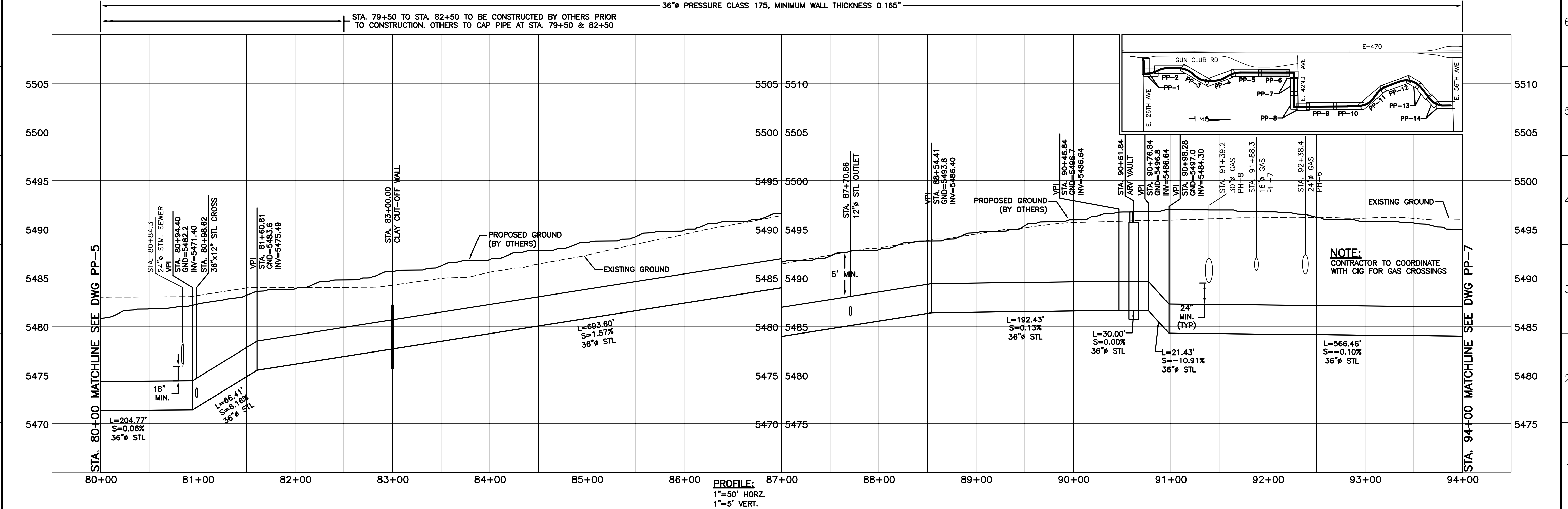
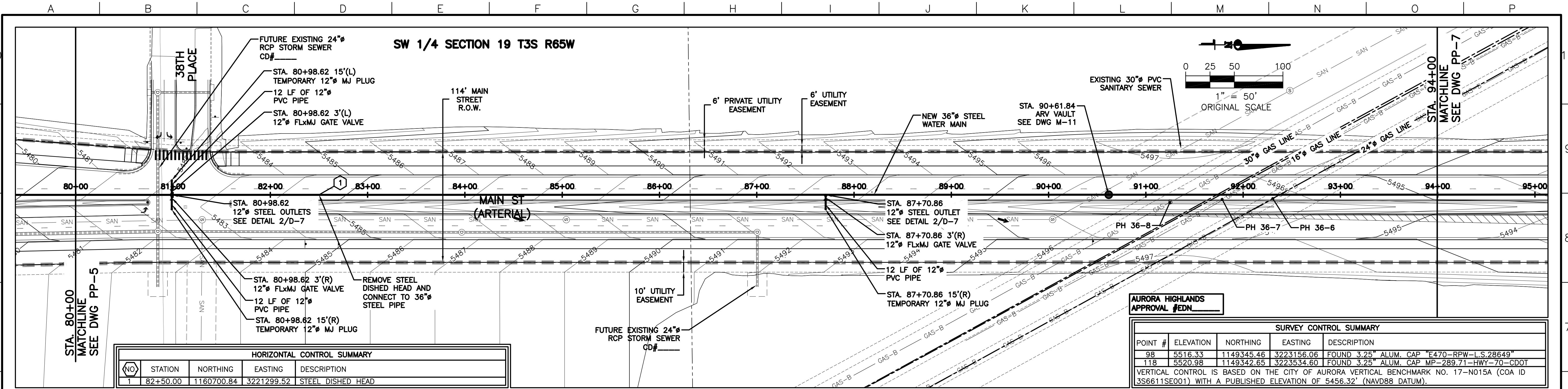
**ZONE 3:**  
**36-INCH GUN CLUB RD. PIPELINE**  
**FROM E. 26TH AVE. TO E. 56TH**


CIVIL

**PLAN & PROFILE**  
**STA. 66+00 TO STA. 80+00**

DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER  
**PP-5**  
SHEET NUMBER  
9





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LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2" SCALE ACCORDINGLY)

DRAWING CPP94059-6  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:  
  
PRINCIPAL  
  
DATE:

REVISIONS  

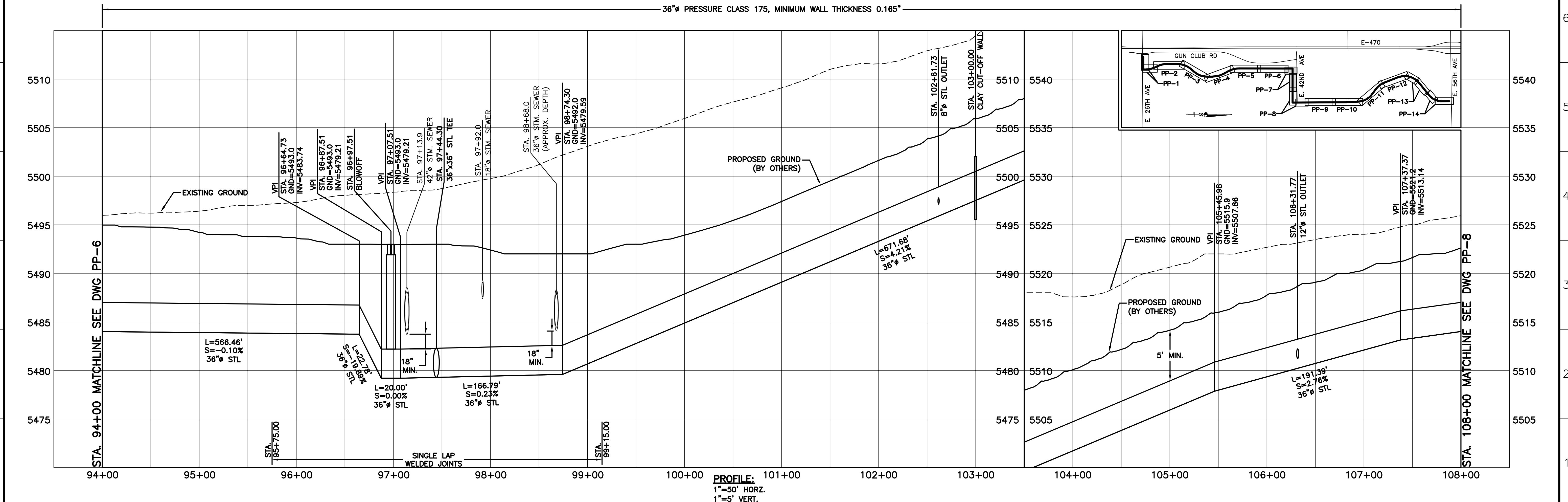
REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB


AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL  
  
PLAN & PROFILE  
STA. 80+00 TO STA. 94+00

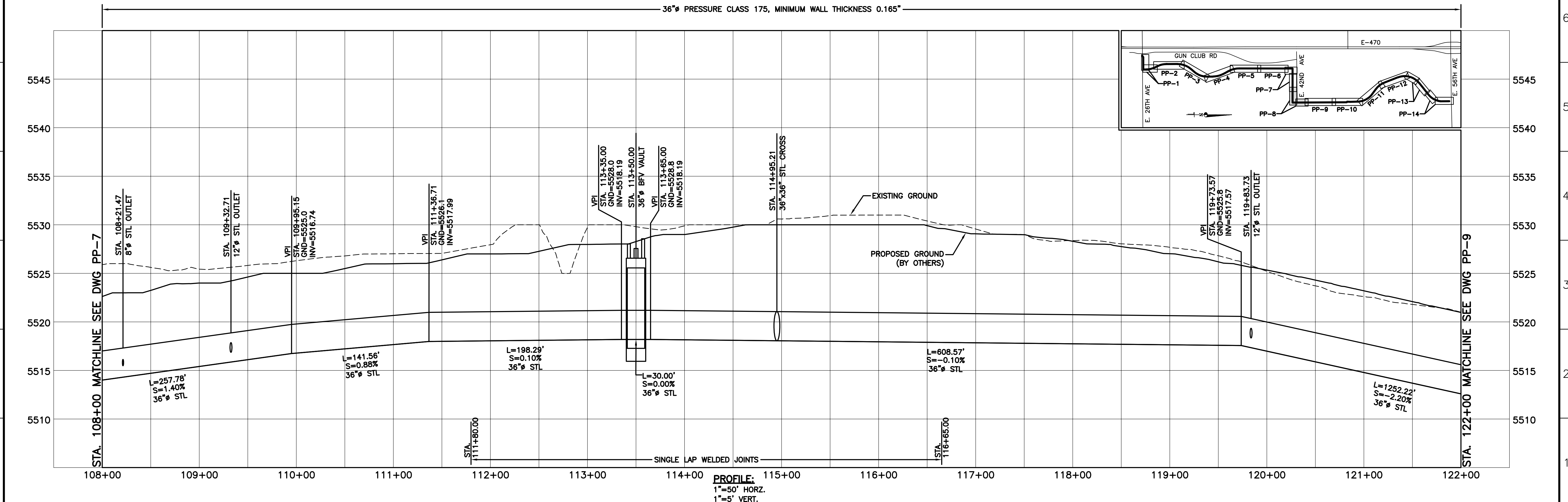
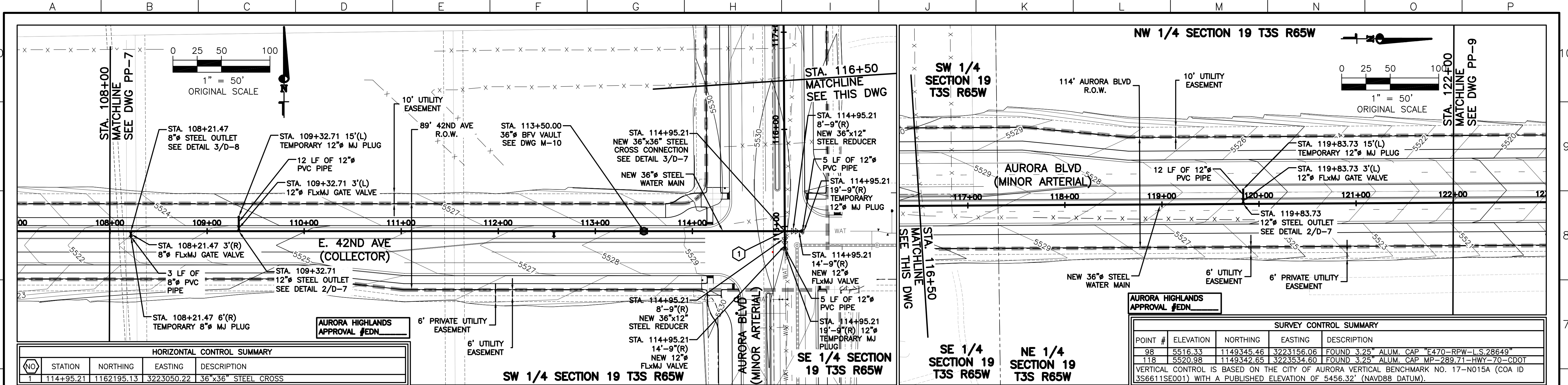
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PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER  
PP-6  
SHEET NUMBER 10






 <b>Dewberry</b> <sup>®</sup> <b>Dewberry Engineers Inc.</b> 990 S. BROADWAY, SUITE 400 Denver, Colorado 80209 (303) 825-1802	LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"=SCALE ACCORDINGLY)	APPROVED: _____  _____ PRINCIPAL  _____ DATE: _____	REVISIONS <table border="1"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>CONFORMED SET</td> <td>DPB</td> <td>06/30/20</td> <td>MAB</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					REV.	DESCRIPTION	BY	DATE	APP.	A	CONFORMED SET	DPB	06/30/20	MAB																															<b>AURORA WATER</b> <b>CITY OF AURORA, COLORADO</b>  <b>ZONE 3:</b> <b>36-INCH GUN CLUB RD. PIPELINE</b> <b>FROM E. 26TH AVE. TO E. 56TH</b>		CIVIL  <b>PLAN &amp; PROFILE</b> <b>STA. 94+00 TO STA. 108+00</b>		DATE: 02/01/19 PROJECT NUMBER: 50094059 REVISION NO. A DRAWING NUMBER <b>PP-7</b> SHEET NUMBER 11
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**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

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DESIGNED KLB  
CHECKED RRP

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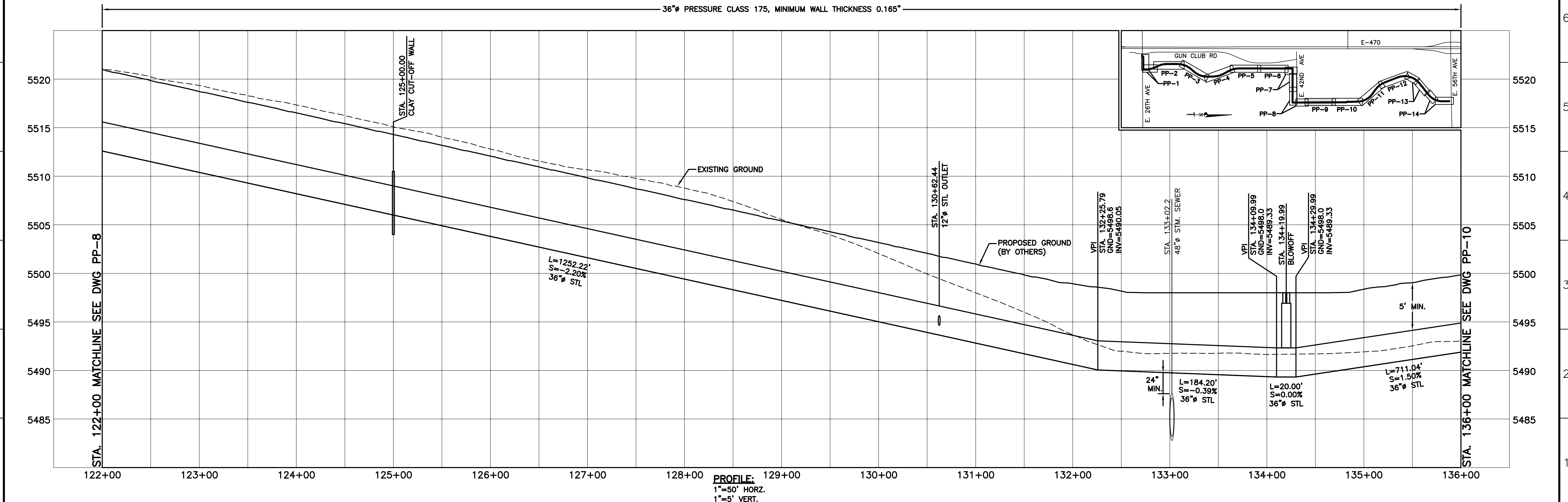
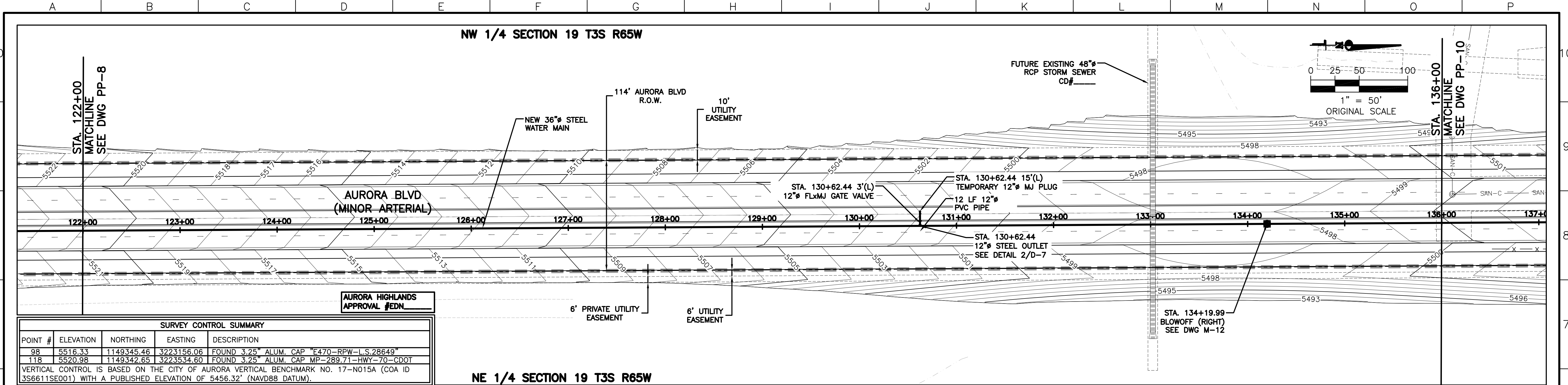
REVISIONS  

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL  
  
PLAN & PROFILE  
STA. 108+00 TO STA. 122+00

DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER PP-8  
SHEET NUMBER 12



**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

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DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

**AURORA WATER**  
**CITY OF AURORA, COLORADO**

**ZONE 3:**  
**36-INCH GUN CLUB RD. PIPELINE**  
**FROM E. 26TH AVE. TO E. 56TH**

CIVIL

**PLAN & PROFILE**  
**STA. 122+00 TO STA. 136+00**

DATE: 02/01/19

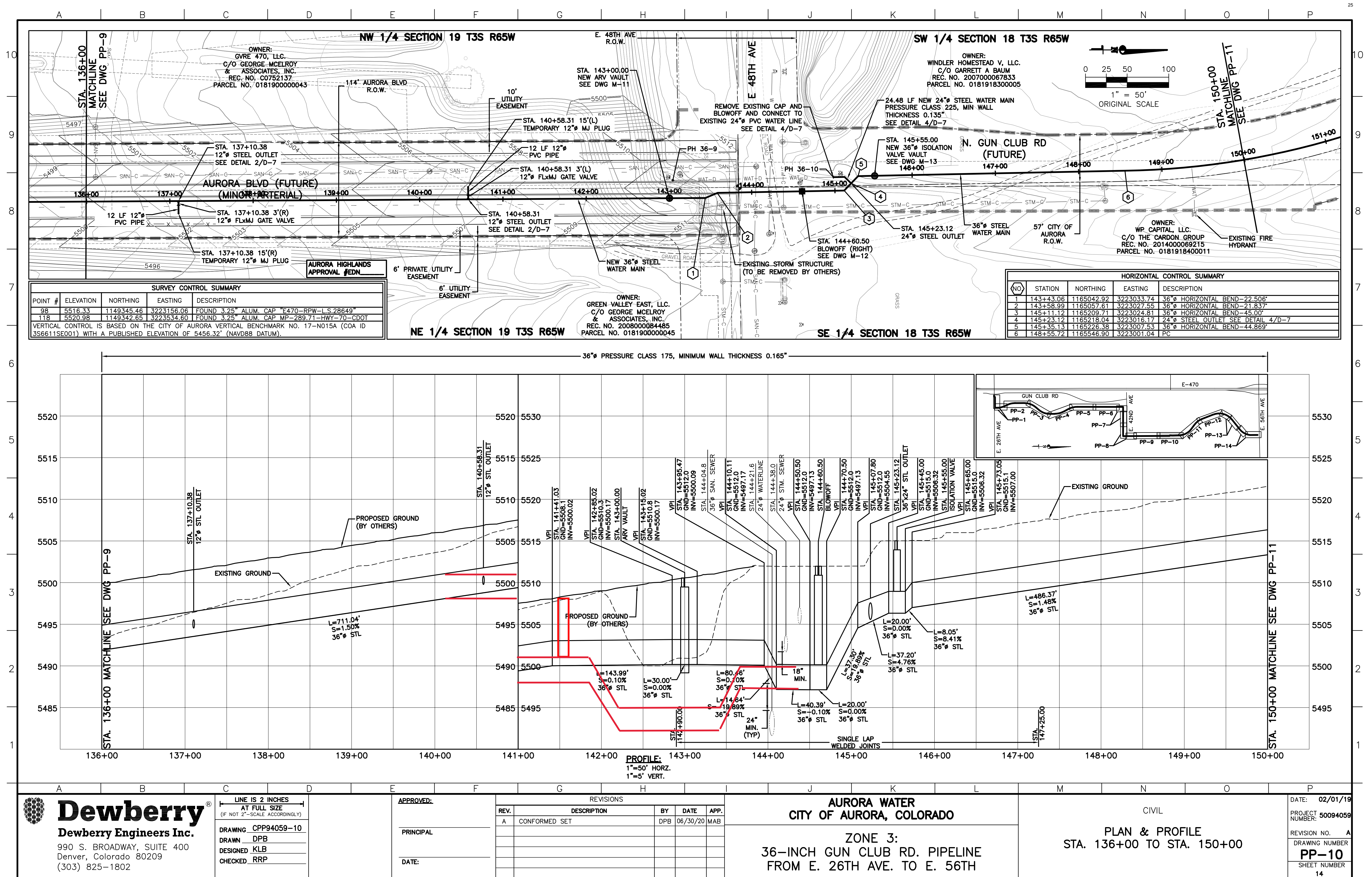
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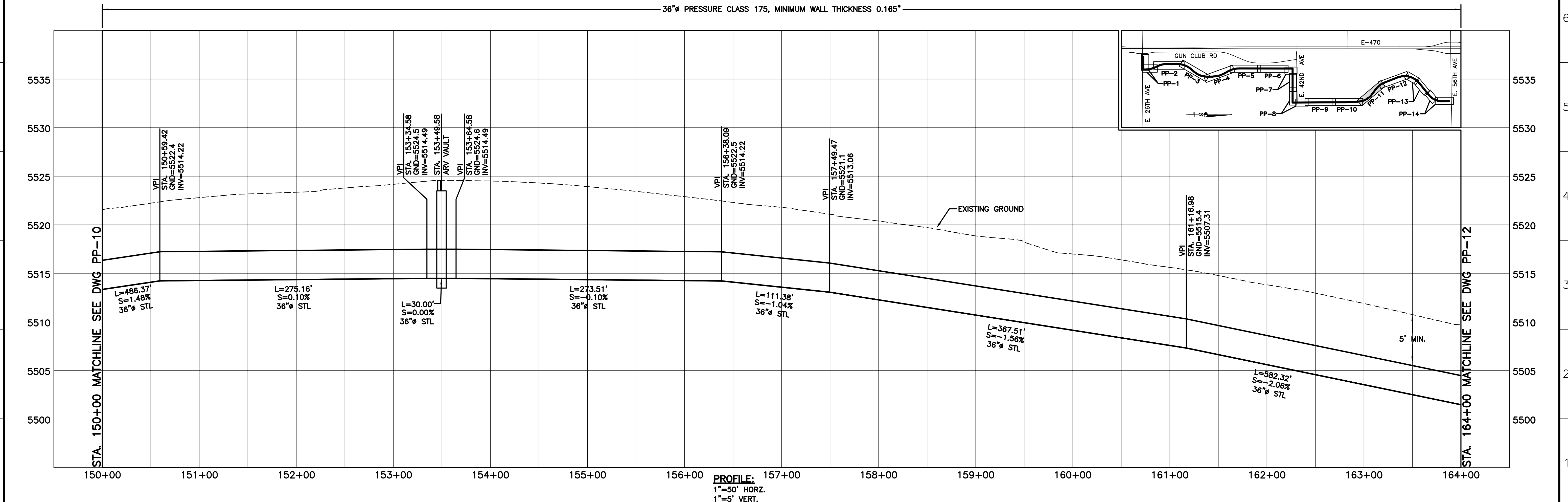
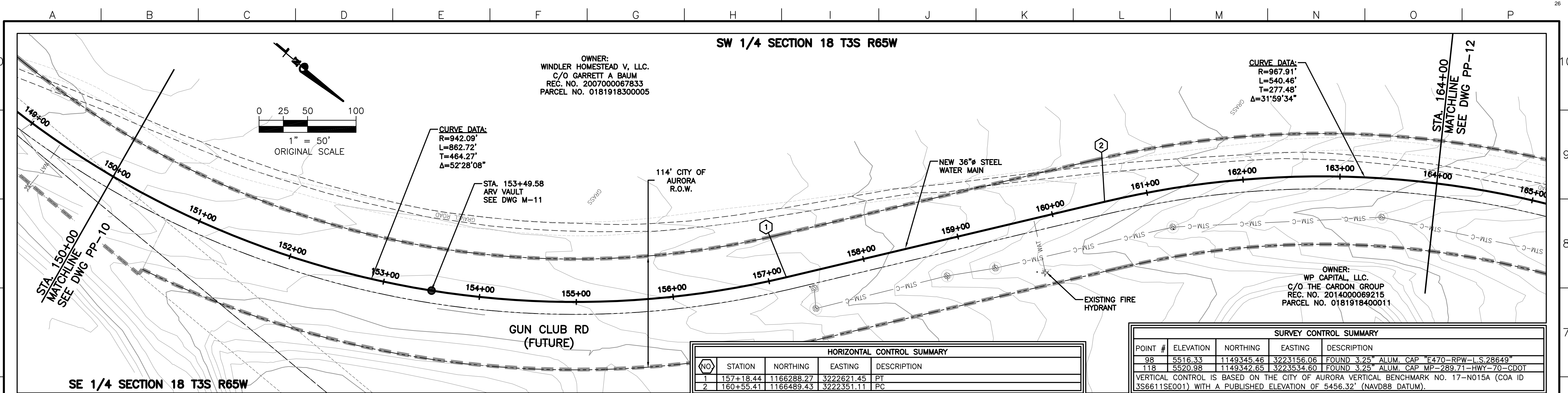
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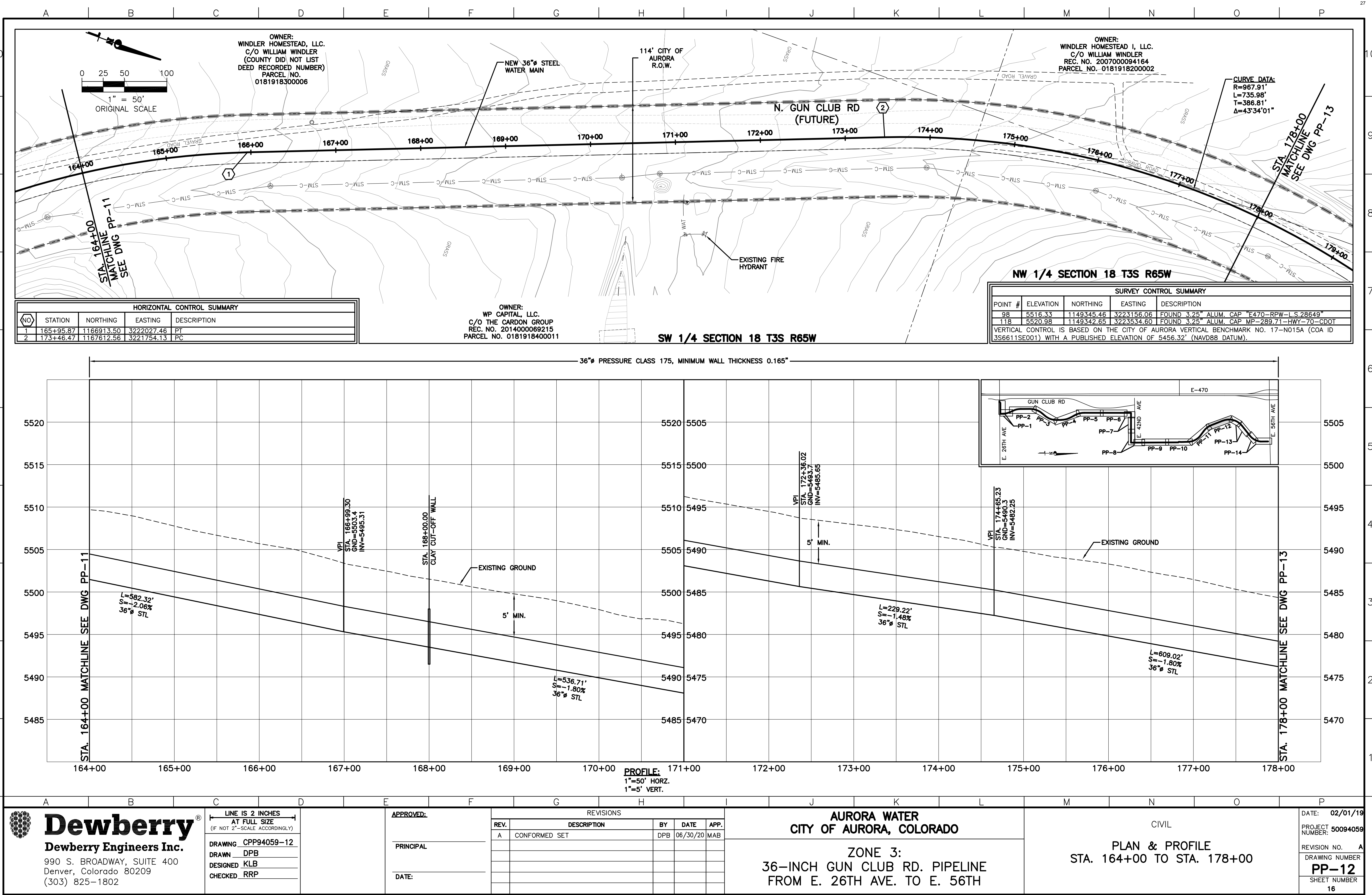
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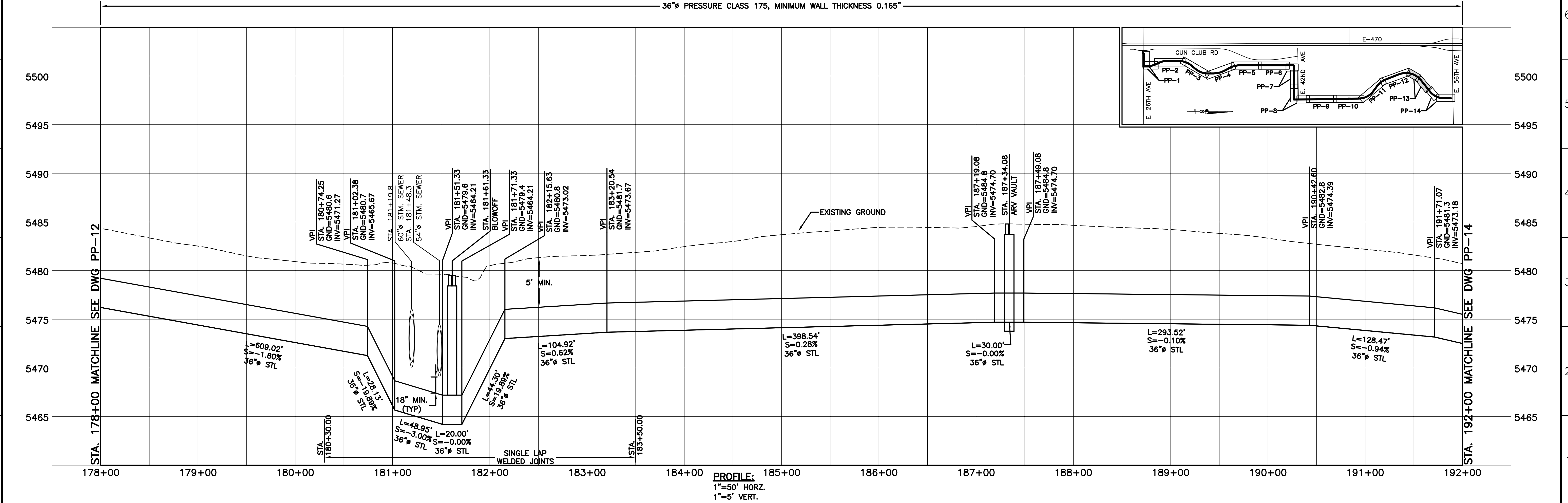
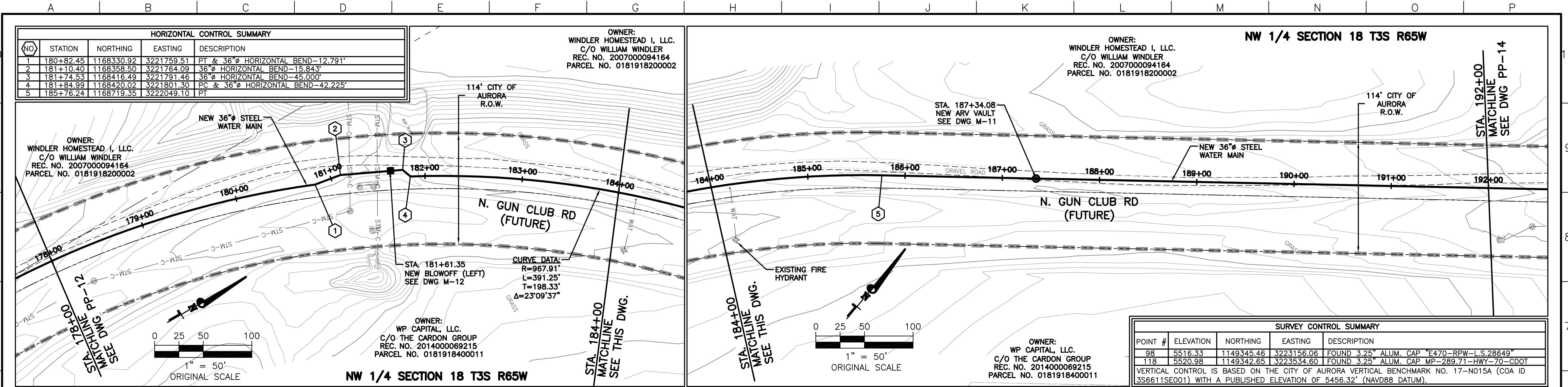












Dewberry Engineers Inc.

990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

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DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

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REVISIONS

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AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL

PLAN & PROFILE  
STA. 178+00 TO STA. 192+00

DATE: 02/01/19

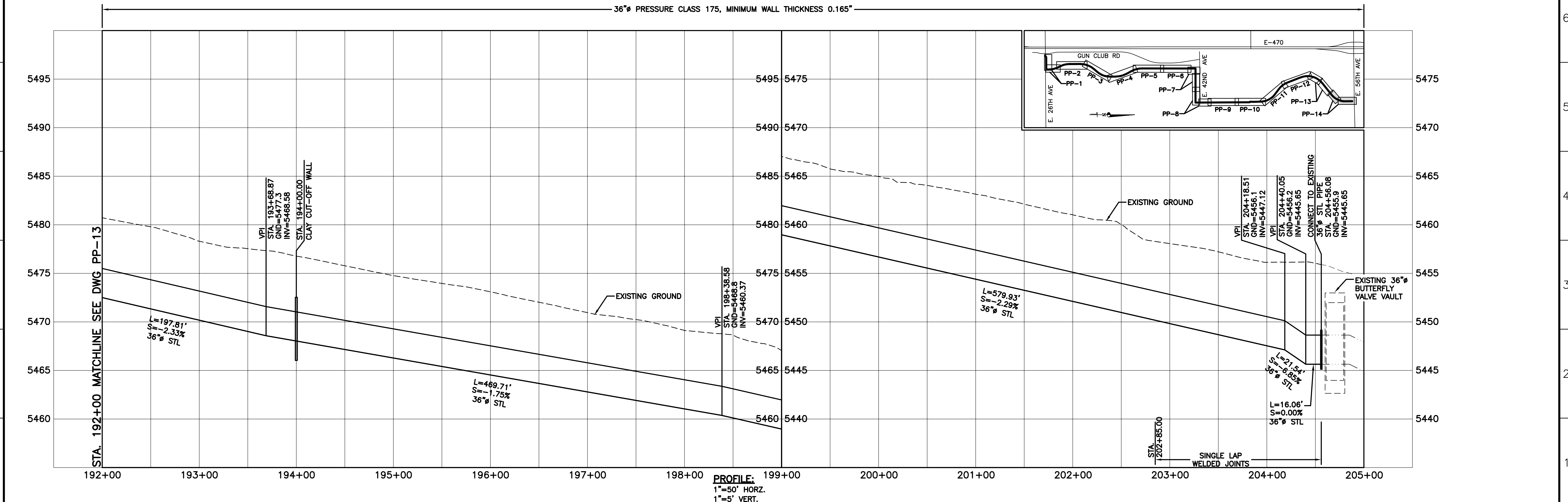
PROJECT NUMBER: 50094059


REVISION NO. A

DRAWING NUMBER PP-13

SHEET NUMBER 13





 <b>Dewberry</b> <b>Dewberry Engineers Inc.</b> 990 S. BROADWAY, SUITE 400 Denver, Colorado 80209 (303) 825-1802	LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"=SCALE ACCORDINGLY)	APPROVED: _____  PRINCIPAL _____  DATE: _____	<table border="1"> <thead> <tr> <th colspan="5">REVISIONS</th> </tr> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>CONFORMED SET</td> <td>DPB</td> <td>06/30/20</td> <td>MAB</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS					REV.	DESCRIPTION	BY	DATE	APP.	A	CONFORMED SET	DPB	06/30/20	MAB																															<b>AURORA WATER</b> <b>CITY OF AURORA, COLORADO</b>  <b>ZONE 3:</b> <b>36-INCH GUN CLUB RD. PIPELINE</b> <b>FROM E. 26TH AVE. TO E. 56TH</b>	CIVIL  <b>PLAN &amp; PROFILE</b> <b>STA. 192+00 TO STA. 204+96.93</b>	DATE: 02/01/19 PROJECT NUMBER: 50094059 REVISION NO. A DRAWING NUMBER <b>PP-14</b> SHEET NUMBER 18
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September 2, 2020

Aurora Water

15151 E. Alameda Pkwy, Suite 4400

Aurora, CO 80012

Attn: Steve Fiori



**CHANGE ORDER REQUEST #01: Developer Request for Pipeline from Box Culvert Crossing to 38th Ave (Revision 0)**

**RE: 36-INCH GUN CLUB ROAD PIPELINE FROM E. 26TH AVE TO E. 56TH AVE**

**Description:** This captures the anticipated costs to complete "Option C" for installing the 36" pipeline across the box culvert crossing to the connection with the line installed by BT Construction near 38th Ave. This request was made by the Developer in order for them to pave the area before October 2020, which is the end of the typical asphalt paving season.

This work is to be from Mk 119 (Sta 39+18.08) to Mk 144 (Sta 79+50), crossing the box culverts recently installed, an ARV at 71+02.54, 24" connection with BFV at 73+23.09, and BO at 74+00. Reynolds Construction originally mobilized their equipment to 42nd Ave and Denali to work from E. 42nd Ave towards E. 56th Ave. "Option C" includes a single mobilization in and single mobilization out in order to minimize potential cost impacts. Material vendors have been very accommodating, however additional shipping costs have not been identified, but could possibly arise closer to the time of delivery. An additional week of work was lost due to awaiting for materials.

Anything above herein and in the attachments beyond the described scope shall be additional costs above and beyond this Change Request.

We respectfully request that 7 working days be added to our allotted contract time and compensated for the sum of \$24738.1 for the additional time and materials. Please feel free to reach out to me directly if you have any questions.

**Daily Summaries**

Tab/ID	Date	Note	Amount
Mob In	Wednesday, September 2, 2020		\$ 12,507.72
Mob Out	Wednesday, September 2, 2020		\$ 12,230.38
<b>Total</b>			<b>\$ 24,738.10</b>

Sincerely,

Reynolds Construction, LLC

Josh Kuper

Senior Project Manager

September 2, 2020



Aurora Water

15151 E. Alameda Pkwy, Suite 4400

Aurora, CO 80012

Attn: Steve Fiori

**CHANGE ORDER REQUEST #01: Developer Request for Pipeline from Box Culvert Crossing to 38th Ave (Revision 0)****RE: 36-INCH GUN CLUB ROAD PIPELINE FROM E. 26TH AVE TO E. 56TH AVE**

**Description:** This includes the costs to load all pre-stationed trench boxes and equipment near 42nd and Denali and relocate via tractor-trailer to near 38th Ave and the box culvert. Trench boxes will have to be assembled. Additional PM time to coordinate accelerated deliveries with vendors and provide schedule updates.

**Operations:**

Reynolds field crew and subcontractors when applicable.

**Hours:**

8.0

**Total Estimated Additional Hours****8.0****Labor:**

Classification	Hours	Rate	Extension
Project Manager	4.0	\$ 124.20	\$ 496.80
Superintendent	4.0	\$ 118.55	\$ 474.20
Foreman	8.0	\$ 98.79	\$ 790.32
Hoe Operator (Group 4)	8.0	\$ 92.48	\$ 739.84
Loader Operator (Group 3)	8.0	\$ 71.93	\$ 575.44
Pipe Layer (Group 2)	8.0	\$ 57.54	\$ 460.32
Laborer (Group 1)	8.0	\$ 45.21	\$ 361.68
Laborer (Group 1)	8.0	\$ 45.21	\$ 361.68
Driver	8.0	\$ 57.54	\$ 460.32
<b>Total</b>		<b>Total Labor \$</b>	<b>4,720.60</b>
	10.0%	<b>Labor Mark Up \$</b>	<b>472.06</b>

**Equipment:**

Unit	Hours	Rate	Extension
Pickup Truck	2.0	\$ 30.77	\$ 61.54
Pickup Truck	4.0	\$ 30.77	\$ 123.08
Pickup Truck	8.0	\$ 30.77	\$ 246.16
Excavator, JD 870	6.0	\$ 461.07	\$ 2,766.42
Excavator, Cat 345	2.0	\$ 273.57	\$ 547.14
Loader, JD 644	8.0	\$ 96.42	\$ 771.36
Trench Box (L)	8.0	\$ 50.00	\$ 400.00
Trench Box (L)	8.0	\$ 50.00	\$ 400.00

HEAVY CIVIL

Trench Box (S-M)	8.0	\$	25.00	\$	200.00
Trench Box (S-M)	8.0	\$	25.00	\$	200.00
Trench Box (S-M)	8.0	\$	25.00	\$	200.00
Tractor Trailer	8.0	\$	70.79	\$	566.32
<b>Total</b>			<b>Total Equipment</b>	<b>\$</b>	<b>6,482.02</b>

10.0% Equipment Mark Up \$ 648.20

**Subcontractors:**

Item	Unit	Quant.	Rate	Extension
				\$ -
<b>Total</b>			<b>Total Subcontractors</b>	<b>\$ -</b>

5.0% Subs Mark Up \$ -

**Materials:**

Item	Unit	Quant.	Unit Price	Extension
				\$ -
<b>Total</b>			<b>Total Materials</b>	<b>\$ -</b>

10.0% Materials Mark Up \$ -

EXTENDED COST OF MISC & INDIRECTS LS 0 \$ - \$ -

Cost of Additional Work **\$ 11,202.62**

Total Mark Ups **\$ 1,120.26**

Bond 1.5% **\$ 184.84**

**Total Cost \$ 12,507.72**

Sincerely,

Reynolds Construction, LLC



Josh Kuper

Senior Project Manager

HEAVY CIVIL

3 of 5

September 2, 2020



Aurora Water  
15151 E. Alameda Pkwy, Suite 4400  
Aurora, CO 80012

Attn: Steve Fiori

## CHANGE ORDER REQUEST #01: Developer Request for Pipeline from Box Culvert Crossing to 38th Ave (Revision 0)

RE: 36-INCH GUN CLUB ROAD PIPELINE FROM E. 26TH AVE TO E. 56TH AVE

Description: This includes the costs to load all pre-stationed trench boxes and equipment near 38th Ave and relocate via tractor-trailer to 42nd Ave and Denali. Trench boxes will have to be disassembled.

Operations:

Reynolds field crew and subcontractors when applicable.

Hours:

8.0

Total Estimated Additional Hours

8.0

Labor:

Classification	Hours	Rate	Extension
Project Manager	2.0	\$ 124.20	\$ 248.40
Superintendent	4.0	\$ 118.55	\$ 474.20
Foreman	8.0	\$ 98.79	\$ 790.32
Hoe Operator (Group 4)	8.0	\$ 92.48	\$ 739.84
Loader Operator (Group 3)	8.0	\$ 71.93	\$ 575.44
Pipe Layer (Group 2)	8.0	\$ 57.54	\$ 460.32
Laborer (Group 1)	8.0	\$ 45.21	\$ 361.68
Laborer (Group 1)	8.0	\$ 45.21	\$ 361.68
Driver	8.0	\$ 57.54	\$ 460.32
<b>Total</b>		<b>Total Labor</b>	<b>\$ 4,472.20</b>

10.0%

Labor Mark Up \$ 447.22

Equipment:

Unit	Hours	Rate	Extension
Pickup Truck	2.0	\$ 30.77	\$ 61.54
Pickup Truck	4.0	\$ 30.77	\$ 123.08
Pickup Truck	8.0	\$ 30.77	\$ 246.16
Excavator, JD 870	6.0	\$ 461.07	\$ 2,766.42
Excavator, Cat 345	2.0	\$ 273.57	\$ 547.14
Loader, JD 644	8.0	\$ 96.42	\$ 771.36
Trench Box (L)	8.0	\$ 50.00	\$ 400.00
Trench Box (L)	8.0	\$ 50.00	\$ 400.00
Trench Box (S-M)	8.0	\$ 25.00	\$ 200.00

HEAVY CIVIL

Trench Box (S-M)	8.0	\$	25.00	\$	200.00
Trench Box (S-M)	8.0	\$	25.00	\$	200.00
Tractor Trailer	8.0	\$	70.79	\$	566.32
<b>Total</b>			<b>Total Equipment</b>	<b>\$</b>	<b>6,482.02</b>

10.0% Equipment Mark Up \$ 648.20

**Subcontractors:**

Item	Unit	Quant.	Rate	Extension
				\$ -
<b>Total</b>			<b>Total Subcontractors</b>	<b>\$ -</b>

5.0% Subs Mark Up \$ -

**Materials:**

Item	Unit	Quant.	Unit Price	Extension
				\$ -
<b>Total</b>			<b>Total Materials</b>	<b>\$ -</b>

10.0% Materials Mark Up \$ -

EXTENDED COST OF MISC & INDIRECTS

LS 0 \$ - \$ -

Cost of Additional Work **\$ 10,954.22**

Total Mark Ups **\$ 1,095.42**

Bond 1.5% **\$ 180.74**

**Total Cost \$ 12,230.38**

Sincerely,

Reynolds Construction, LLC



Josh Kuper

Senior Project Manager



## LETTER OF AGREEMENT

October 20, 2020

Engineering Services Manager  
 City of Aurora, Colorado  
 15151 E. Alameda Pkwy., Ste. 3600  
 Aurora, CO 80012  
 Attn: Vern Adam  
 Email: vadam@auroragov.org  
 Phone: (720) 859-4324

**Re: Request to Accelerate Installation of Pipeline Under  
 Water Line Construction and Cost Reimbursement Agreement**

Dear Mr. Adam:

The purpose of this Letter of Agreement is to request the accelerated installation of the 36" water supply pipeline being constructed pursuant to the Water Line Construction and Cost Reimbursement Agreement between Aerotropolis Area Coordinating Metropolitan District (the "**District**") and the City of Aurora (the "**City**") dated July 28, 2020 (the "**36-Inch Pipeline Agreement**"). If executed, this Letter of Agreement will be an amendment to the 36-Inch Pipeline Agreement pursuant to Section 12 thereof.

The District requests that the City accelerate the construction of the pipeline (as depicted on the attached Plan & Profile, the "**Pipeline**") to ensure the Pipeline is substantially completed to be tested, preliminarily accepted, and ready to be connected to in advance of the currently anticipated April 30, 2021 completion date and to ensure the District's ability to pave affected portions of Main Street during the 2020 asphalt paving window (as depicted on the attached GCR Schedule dated 10/8/20, the "**Accelerated Work Schedule**").

Reynolds Construction, LLC has agreed to mobilize an additional work crew for the Accelerated Work Schedule at an additional cost not to exceed \$283,351.38 (the "**Not To Exceed Price**"), consistent with the attached Change Order Request No. 4. Such additional work crew is available for eight weeks in the 2020 calendar year and may be available an additional four weeks in 2021. In the event the additional work crew is available and mobilized for 12 weeks, substantial completion of the Pipeline will be anticipated the final week of February 2021. If, however, the additional work crew is only available for eight weeks in 2020, substantial completion will be anticipated the second week of March 2021.

October 20, 2020  
Page 2

The District proposes that:

1. The construction of the Pipeline be accelerated to ensure its substantial completion no later than March 11, 2021, force majeure and weather delays excepting.
2. Reynolds Construction, LLC, be directed to mobilize an additional work crew to accelerate the construction of the Pipeline for a period of eight weeks before the end of the 2020 calendar year and, if such additional work crew is available, up to an additional four weeks in January and February of 2021.
3. The Accelerated Work Schedule shall be completed as set forth in Change Order Request No. 4, at the Not To Exceed Price. In the event the additional work crew is mobilized for less than the entire 12-week period, the Not To Exceed Price will be reduced by the corresponding cost of the additional work crew's time.
4. The City shall be entitled to deduct any and all additional costs paid to Reynolds Construction, LLC associated with the Accelerated Work Schedule from the Reimbursement Amount set forth in 36-Inch Pipeline Agreement.

By placement of the signature below of its duly authorized representative, Aerotropolis Area Coordinating Metropolitan District and the City of Aurora agree to be bound by the terms and conditions of this Letter Agreement, as an amendment to the Water Line Construction and Cost Reimbursement Agreement dated July 28, 2020.

**AEROTROPOLIS AREA COORDINATING  
METROPOLITAN DISTRICT**



By: Matt Hopper, President

**CITY OF AURORA, COLORADO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



# AURORA WATER

## ZONE 3: 36-INCH GUN CLUB RD. PIPELINE FROM E. 26TH AVE. TO E. 56TH

### INDEX OF DRAWINGS

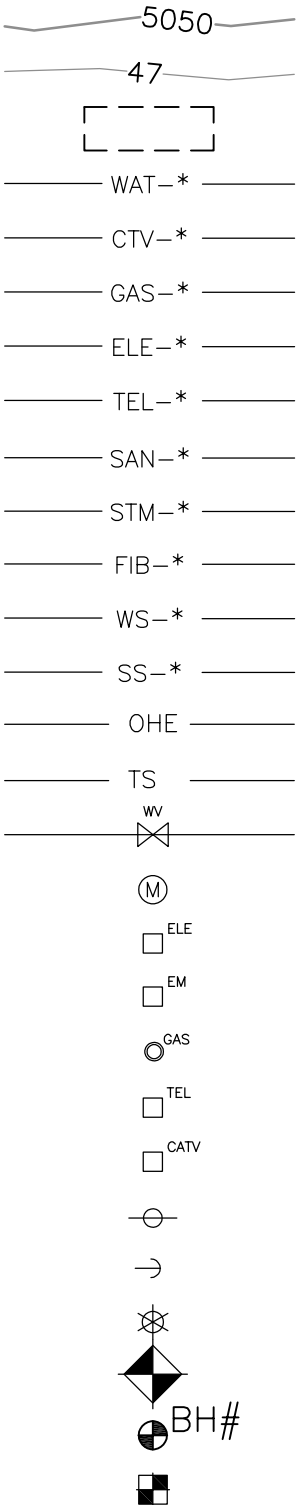
SHEET NO.	DWG. NO.	DESCRIPTION
1	COVER	LOCATION MAP, LEGEND, SUBSURFACE UTILITY INVESTIGATION & INDEX OF DRAWINGS
2	G-1	SWMP, CITY, AND UTILITY GENERAL NOTES
3	G-2	KEY PLAN & ACCESS PLAN
4	G-3	SURVEY CONTROL PLAN
5	PP-1	PLAN & PROFILE - STA. 10+20.06 STA. 24+00
6	PP-2	PLAN & PROFILE - STA. 24+00 TO STA. 38+00
7	PP-3	PLAN & PROFILE - STA. 38+00 TO STA. 52+00
8	PP-4	PLAN & PROFILE - STA. 52+00 TO STA. 66+00
9	PP-5	PLAN & PROFILE - STA. 66+00 TO STA. 80+00
10	PP-6	PLAN & PROFILE - STA. 80+00 TO STA. 94+00
11	PP-7	PLAN & PROFILE - STA. 94+00 TO STA. 108+00
12	PP-8	PLAN & PROFILE - STA. 108+00 TO STA. 122+00
13	PP-9	PLAN & PROFILE - STA. 122+00 TO STA. 136+00
14	PP-10	PLAN & PROFILE - STA. 136+00 TO STA. 150+00
15	PP-11	PLAN & PROFILE - STA. 150+00 TO STA. 164+00
16	PP-12	PLAN & PROFILE - STA. 164+00 TO STA. 178+00
17	PP-13	PLAN & PROFILE - STA. 178+00 TO STA. 192+00
18	PP-14	PLAN & PROFILE - STA. 192+00 TO STA. 204+56.08
19	EC-1	EROSION CONTROL PLAN
20	EC-2	EROSION CONTROL PLAN
21	EC-3	EROSION CONTROL PLAN
22	EC-4	EROSION CONTROL PLAN
23	EC-5	EROSION CONTROL PLAN
24	EC-6	EROSION CONTROL PLAN
25	EC-7	EROSION CONTROL PLAN
*	D-1	STANDARD DETAILS
*	D-2	STANDARD DETAILS
*	D-3	STANDARD DETAILS
*	D-4	STANDARD DETAILS
*	D-5	STANDARD DETAILS
*	D-6	STANDARD DETAILS
*	D-7	CONNECTION DETAILS
*	D-8	CONNECTION DETAILS
*	D-9	CATHODIC PROTECTION DETAILS
*	D-10	CATHODIC PROTECTION DETAILS
*	D-11	CATHODIC PROTECTION DETAILS
*	S-1	STRUCTURAL NOTES
*	S-2	STRUCTURAL DETAILS
*	S-10	36"Ø BFV VAULT PLANS
*	S-11	36"Ø BFV VAULT SECTION
26	M-10	36"Ø BFV VAULT
27	M-11	ARV VAULT
28	M-12	BLOWOFF DETAILS
29	M-13	36"Ø ISOLATION VALVE
30	M-14	16"Ø BFV AT STA 17+46.22
31	M-15	24"Ø BFV AT STA 73+23.09
32	M-16	16"Ø BFV AT STA 65+34.24
33	M-17	36"Ø BFV AT STA 19+12.00

#### NOTE:

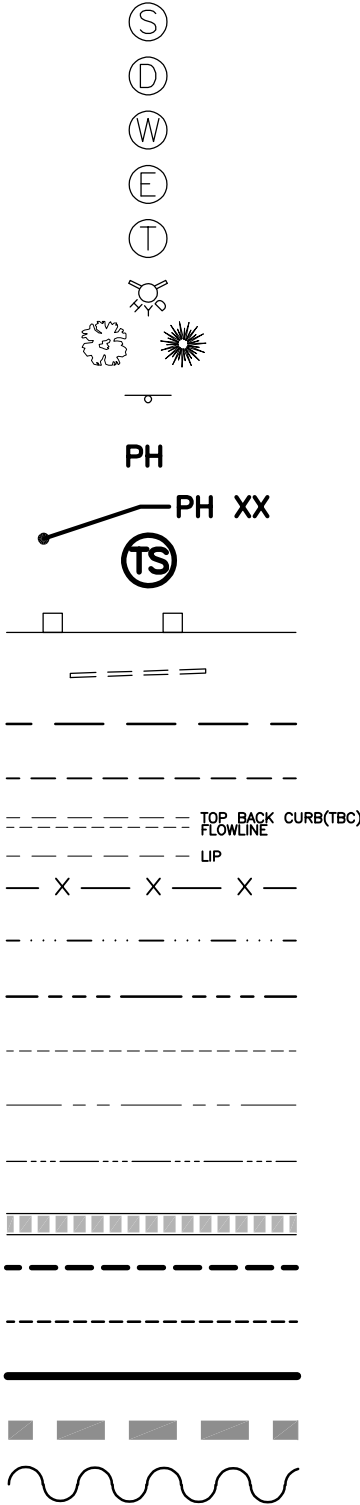
(\*) DENOTES CONSTRUCTION PLAN DRAWINGS INCLUDED IN THE CITY OF AURORA PUBLIC WORKS DEPARTMENT REVIEW/APPROVAL DRAWING SET FOR INFORMATION ONLY.

### LEGEND

EXISTING INDEX CONTOUR  
EXISTING INTERMEDIATE CONTOUR  
EXISTING BUILDING/STRUCTURE  
EXISTING WATERLINE  
EXISTING CABLE TV  
EXISTING GAS  
UNDERGROUND ELECTRIC  
EXISTING TELEPHONE CABLE  
EXISTING SANITARY SEWER  
EXISTING STORM SEWER  
EXISTING FIBER OPTIC  
EXISTING WATER SERVICE  
EXISTING SANITARY SEWER SERVICE  
EXISTING OVERHEAD POWERLINE  
EXISTING TRAFFIC SIGNAL WIRE  
EXISTING WATER VALVE  
EXISTING WATER METER  
EXISTING ELECTRIC BOX  
EXISTING ELECTRIC METER  
EXISTING GAS VALVE/MARKER  
EXISTING TELEPHONE BOX  
EXISTING CABLE TV BOX  
EXISTING POWERPOLE  
EXISTING GUY POLE  
EXISTING LIGHTPOLE  
SECTION CORNER  
BOREHOLE (GEOTECH-DRILLED)  
SURVEYED BENCHMARK

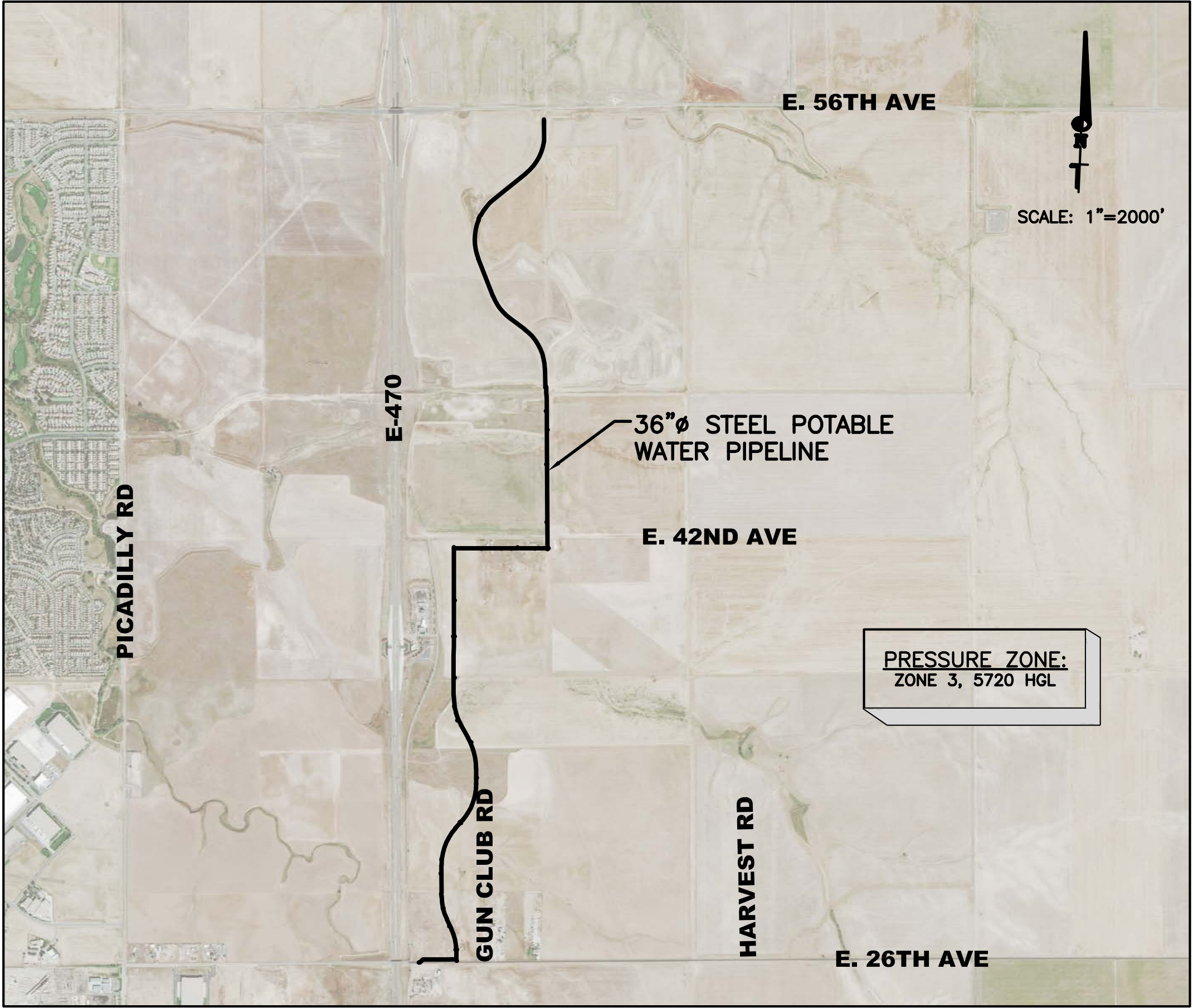


EXISTING SANITARY SEWER MANHOLE  
EXISTING STORM DRAIN  
EXISTING WATER MANHOLE  
EXISTING ELECTRIC MANHOLE  
EXISTING TELEPHONE MANHOLE  
EXISTING FIRE HYDRANT  
EXISTING SIGN  
POTHOLED UTILITY (SHOWN IN PROFILE)  
POTHOLED UTILITY (SHOWN IN PLAN)  
TEST STATION  
EXISTING GUARDRAIL  
EXISTING CULVERT  
EXISTING EDGE OF PAVED ROAD  
EXISTING DIRT ROAD/DRIVE  
EXISTING CURB AND GUTTER  
EXISTING CHAINLINK/WIRE FENCE  
EXISTING DITCH, RIVER, CANAL, ETC.  
EXISTING RIGHT-OF-WAY  
EXISTING EASEMENTS  
EXISTING PARCELS  
EX-CONC  
EXISTING STORM SEWER  
PROPOSED EASEMENT (PERMANENT)  
PROPOSED EASEMENT (TEMPORARY)  
PROPOSED WATERLINE ALIGNMENT  
PROPOSED LIMITS OF CONSTRUCTION  
BASE FLOOD ELEVATION



#### SUE-SUBSURFACE UTILITY ENGINEERING LEGEND NOTE:

\*SUE QUALITY LEVEL LOCATES OF EXISTING UTILITIES ARE DEPICTED WITH A SUFFIX ON EXISTING UTILITY LINETYPES FROM B TO D DEPICTING THE ACCURACY, "QUALITY LEVEL" OF THE EXISTING UTILITY SHOWN ON THE DRAWINGS. (EXAMPLE WAT-B OR STM-C)  
-QUALITY LEVEL A (PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE OR POTHOLES)  
-QUALITY LEVEL B (INFORMATION FROM ABOVE GROUND, HORIZONTAL SURVEY AND UTILITY LOCATES)  
-QUALITY LEVEL C (ABOVE GROUND SURVEY & PROFESSIONAL JUDGEMENT TO LOCATE UTILITIES)  
-QUALITY LEVEL D (RECORDS RESEARCH/DATA COLLECTION)



#### LOCATION MAP

#### NOTE:

NO CONSTRUCTION OF ANY KIND, INCLUDING GRADING, IS ALLOWED IN AREAS THAT DO NOT HAVE DEDICATED RIGHT-OF-WAY OR EASEMENTS FOR THIS PROJECT.

#### EMERGENCY CONTACT:

FLOW CONTROL AT 303-326-8388

#### CONTACTS:

##### AURORA WATER PROJECT MANAGER:

STEVE FIORI  
AURORA WATER  
1515 E. ALAMEDA PKWY, SUITE 4400  
AURORA, CO 80012  
720-859-4327

##### ENGINEER:

MELINDA A. BROWN, PROJECT MANAGER  
DEWBERRY ENGINEERS INC.  
990 S. BROADWAY, SUITE 400  
DENVER, CO 80209  
303-951-0634

##### PROJECT OWNER/DEVELOPER SIGNATURE BLOCK

I HAVE REVIEWED THE INFORMATION CONTAINED WITHIN THE EROSION CONTROL PLAN AND ACCEPT RESPONSIBILITY FOR THE REQUIREMENTS SET FORTH.

STEVE FIORI, AURORA WATER DATE

##### PLAN PREPARER SIGNATURE BLOCK

I ACKNOWLEDGE MY RESPONSIBILITY FOR THE PREPARATION OF THE EROSION CONTROL PLAN.

Approved for One Year From this Date

City Engineer Date

Water Department Date

Fire Department Date

PROJECT ENGINEER:  
MELINDA BROWN, P.E. #48293

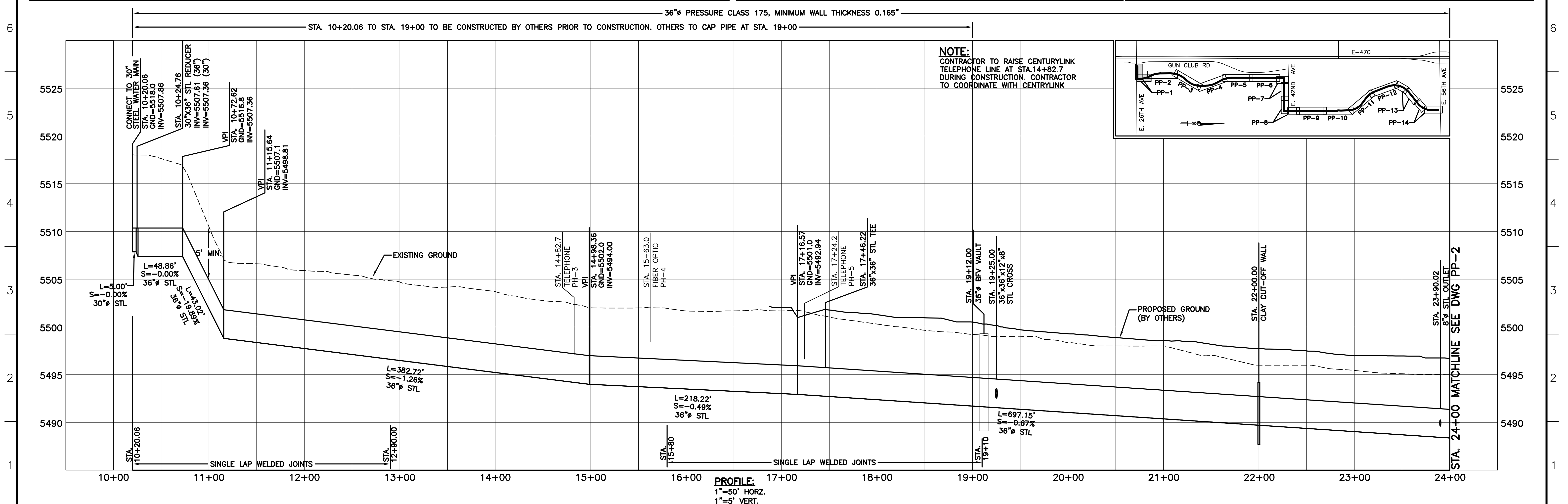
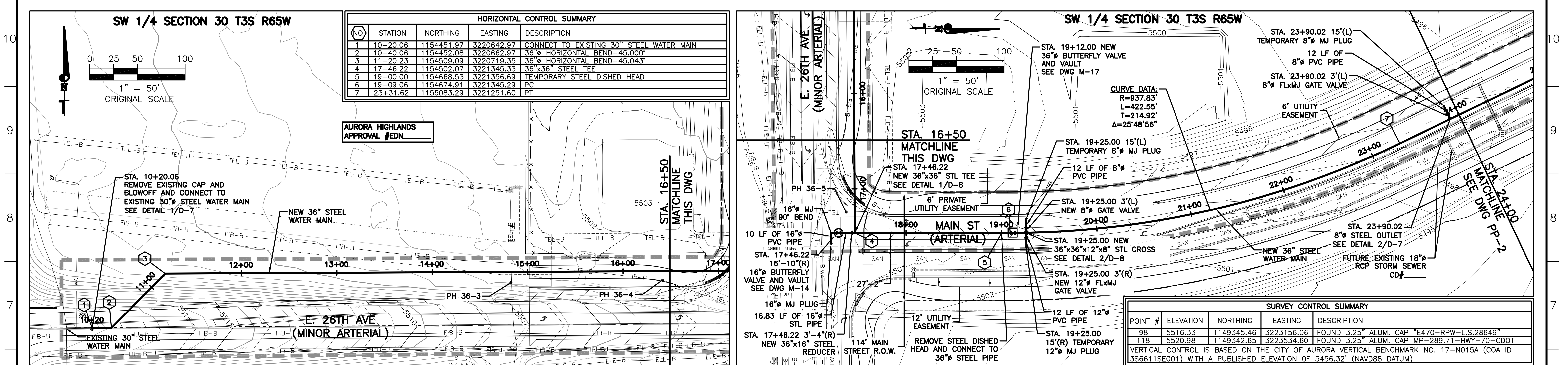
DATE


JUNE 2020









**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-1  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL

PLAN & PROFILE  
STA. 10+20.06 TO STA. 24+00

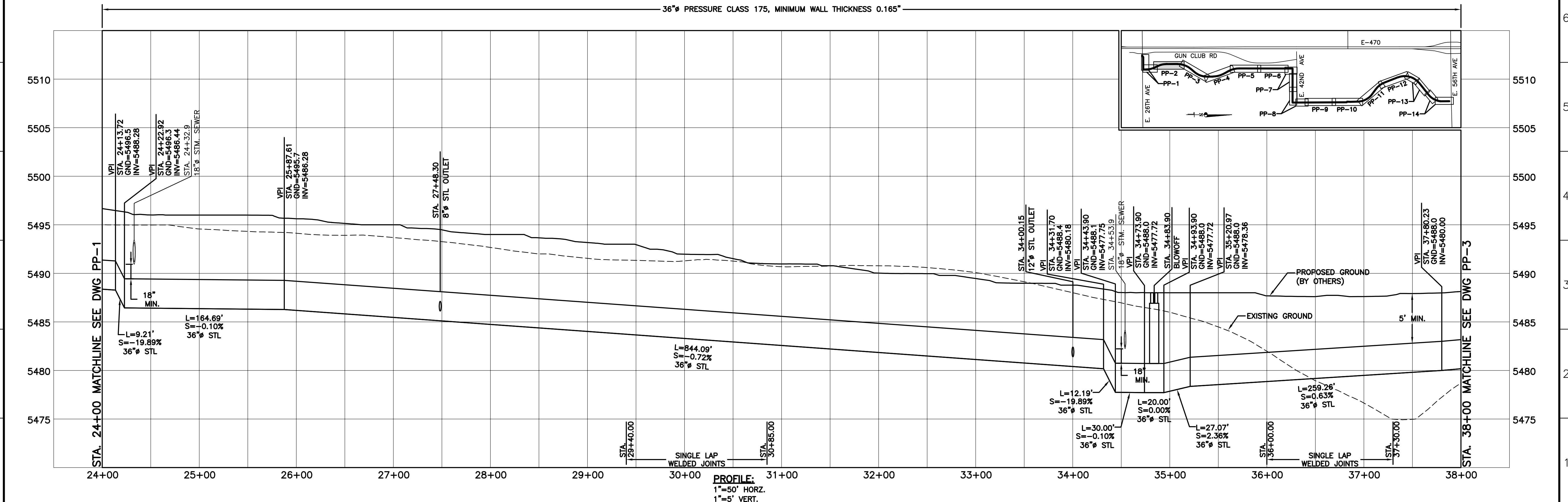
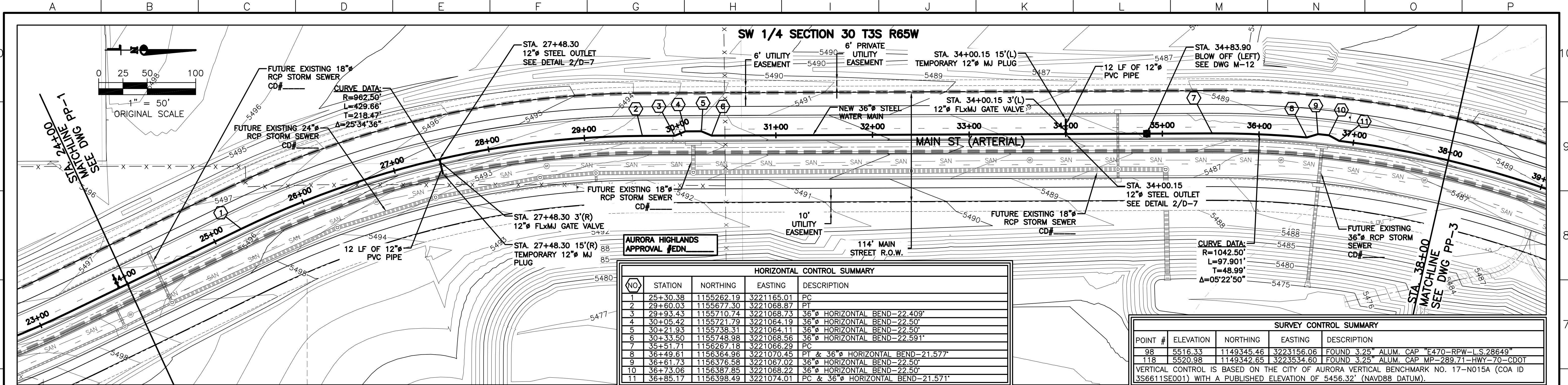
DATE: 02/01/19

PROJECT NUMBER: 50094059

REVISION NO. A

DRAWING NUMBER PP-1

SHEET NUMBER 5



**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-2  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL

PLAN & PROFILE  
STA. 24+00 TO STA. 38+00

DATE: 02/01/19

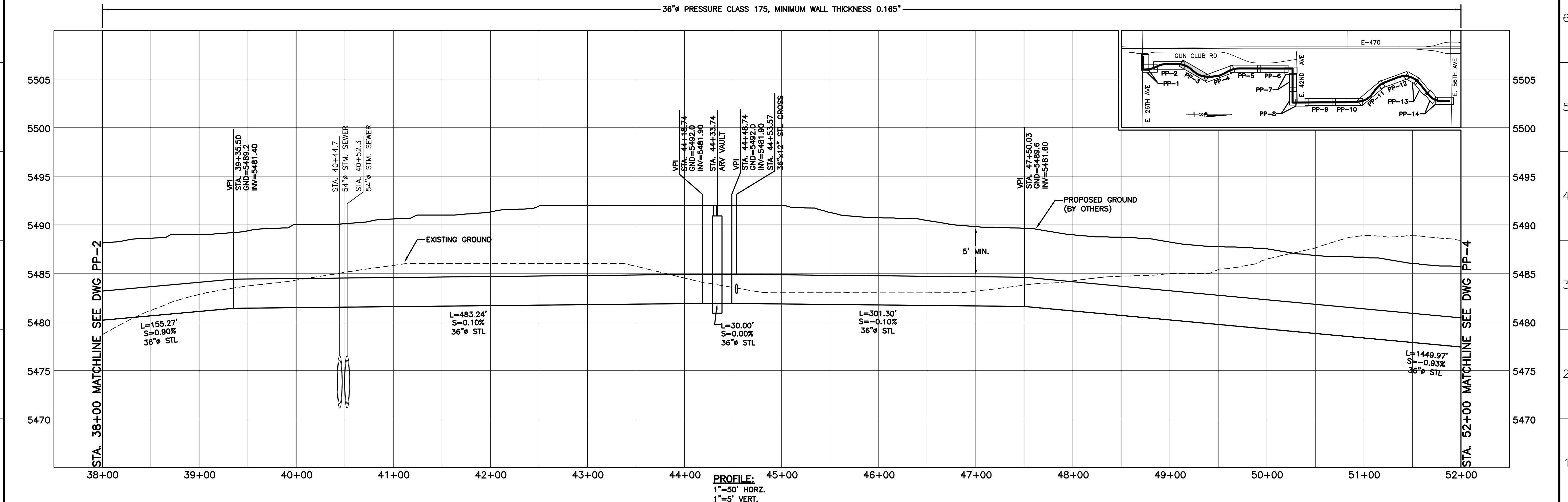
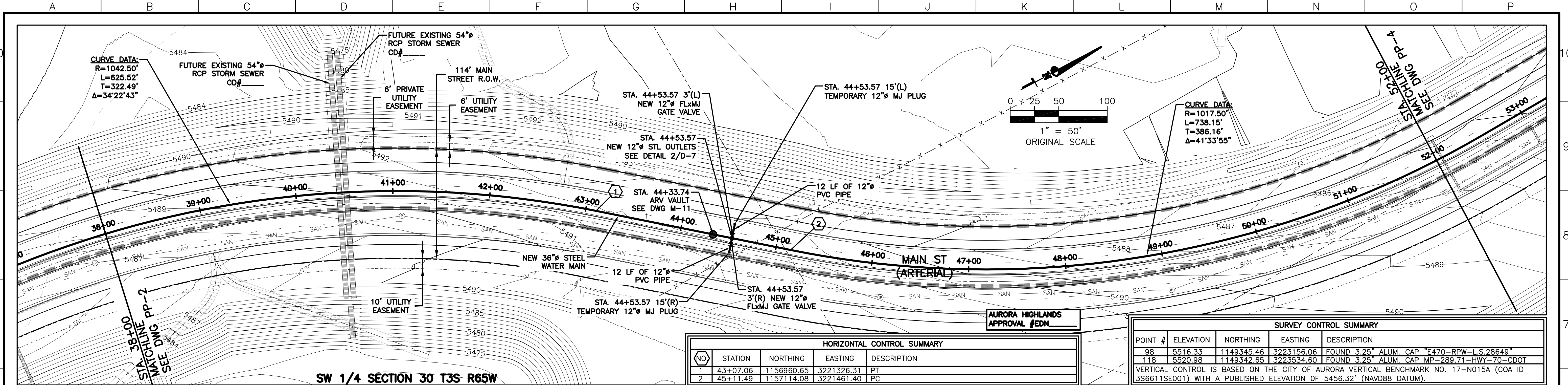
PROJECT NUMBER: 50094059

REVISION NO. A

DRAWING NUMBER PP-2

SHEET NUMBER 6





**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-3  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL

PLAN & PROFILE  
STA. 38+00 TO STA. 52+00

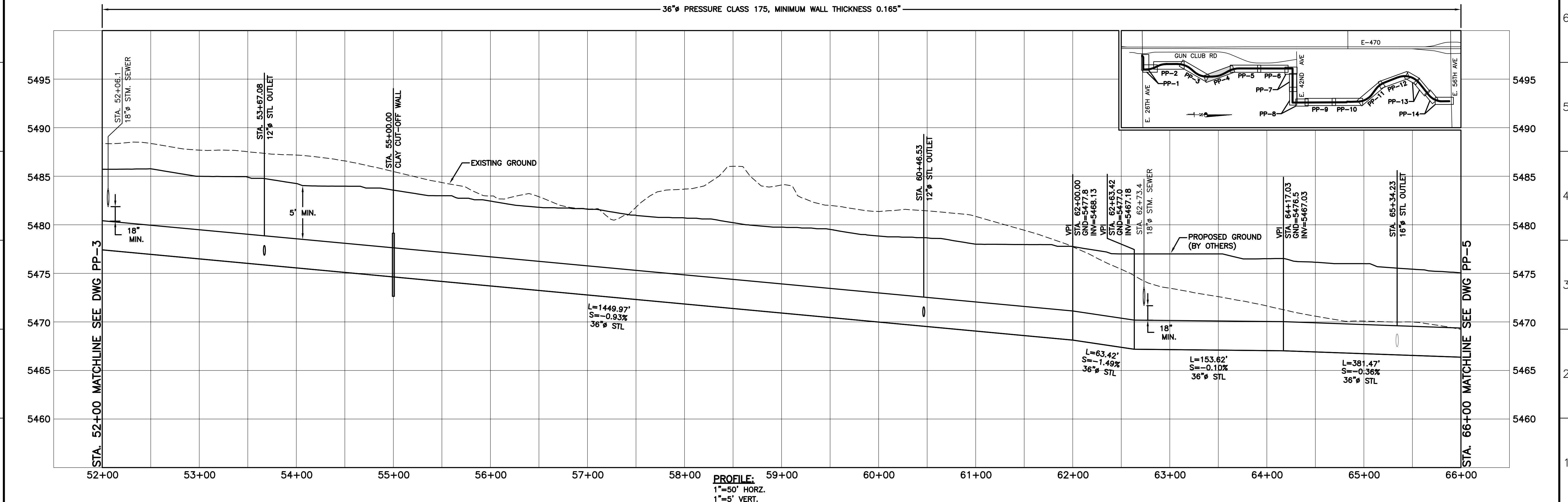
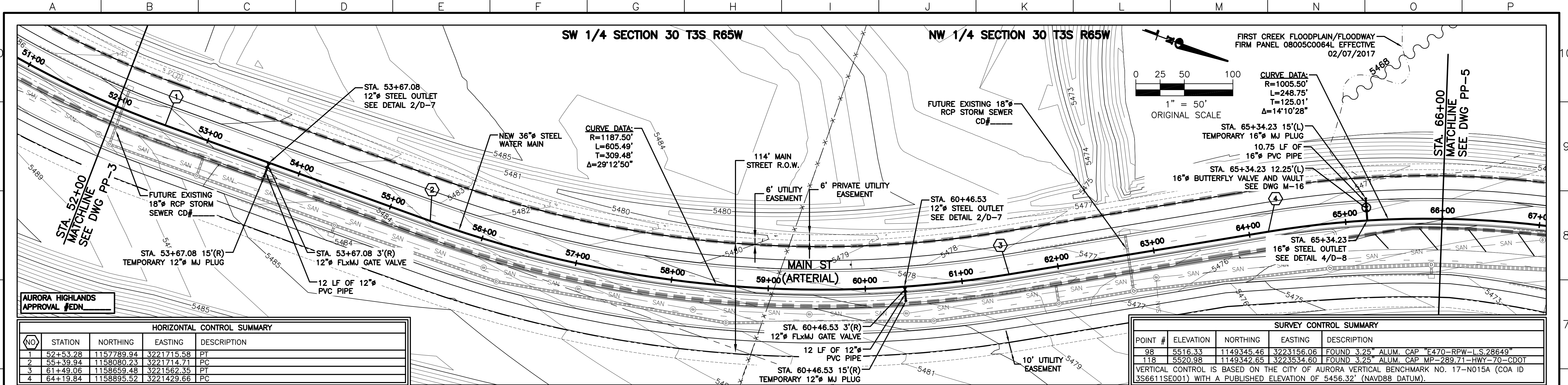
DATE: 02/01/19


PROJECT NUMBER: 50094059

REVISION NO. A

DRAWING NUMBER PP-3

SHEET NUMBER 7



**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-4  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:  
  
PRINCIPAL  
  
DATE:

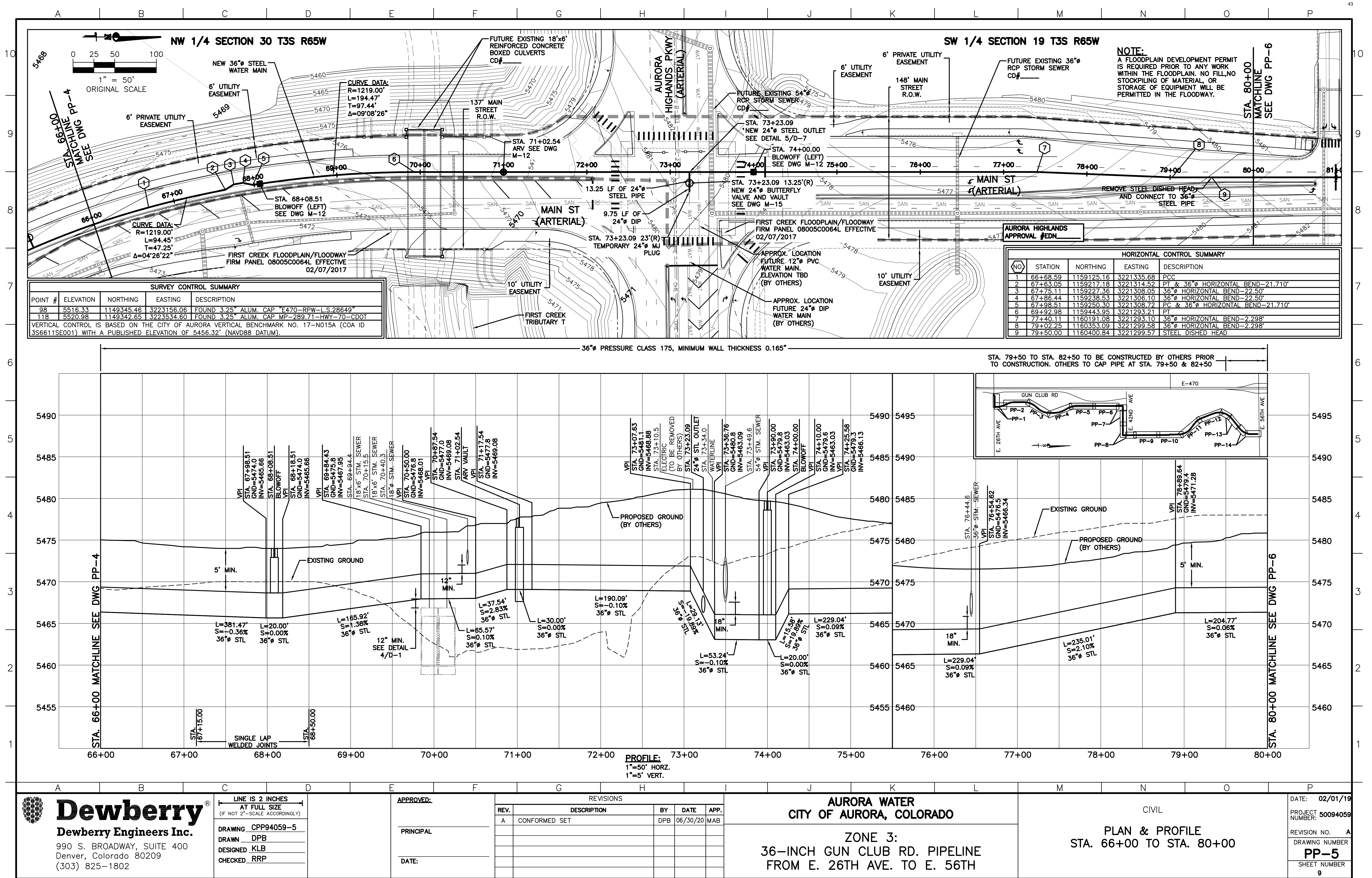
REVISIONS  
REV. DESCRIPTION BY DATE APP.  
A CONFORMED SET DPB 06/30/20 MAB

AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

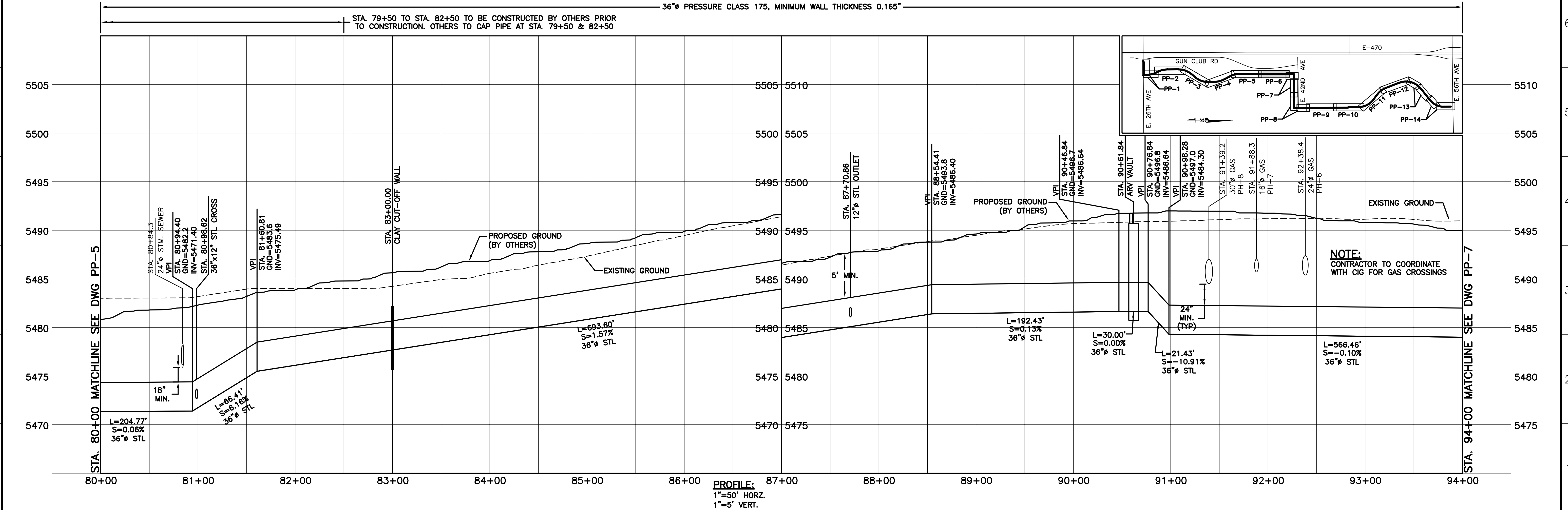
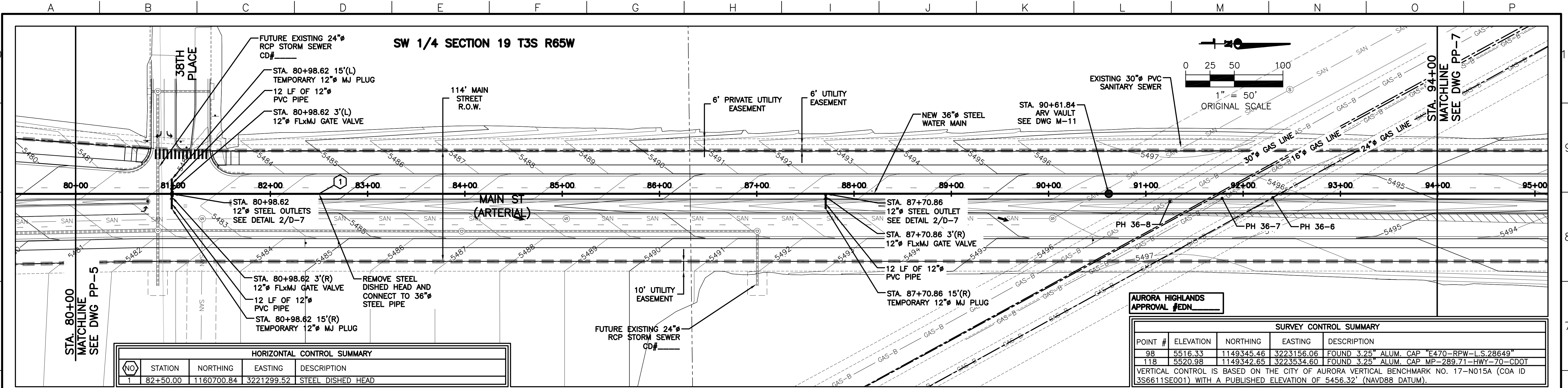
CIVIL  
  
PLAN & PROFILE  
STA. 52+00 TO STA. 66+00


DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER PP-4  
SHEET NUMBER 8









**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-6  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:  
  
PRINCIPAL  
  
DATE:

REVISIONS  

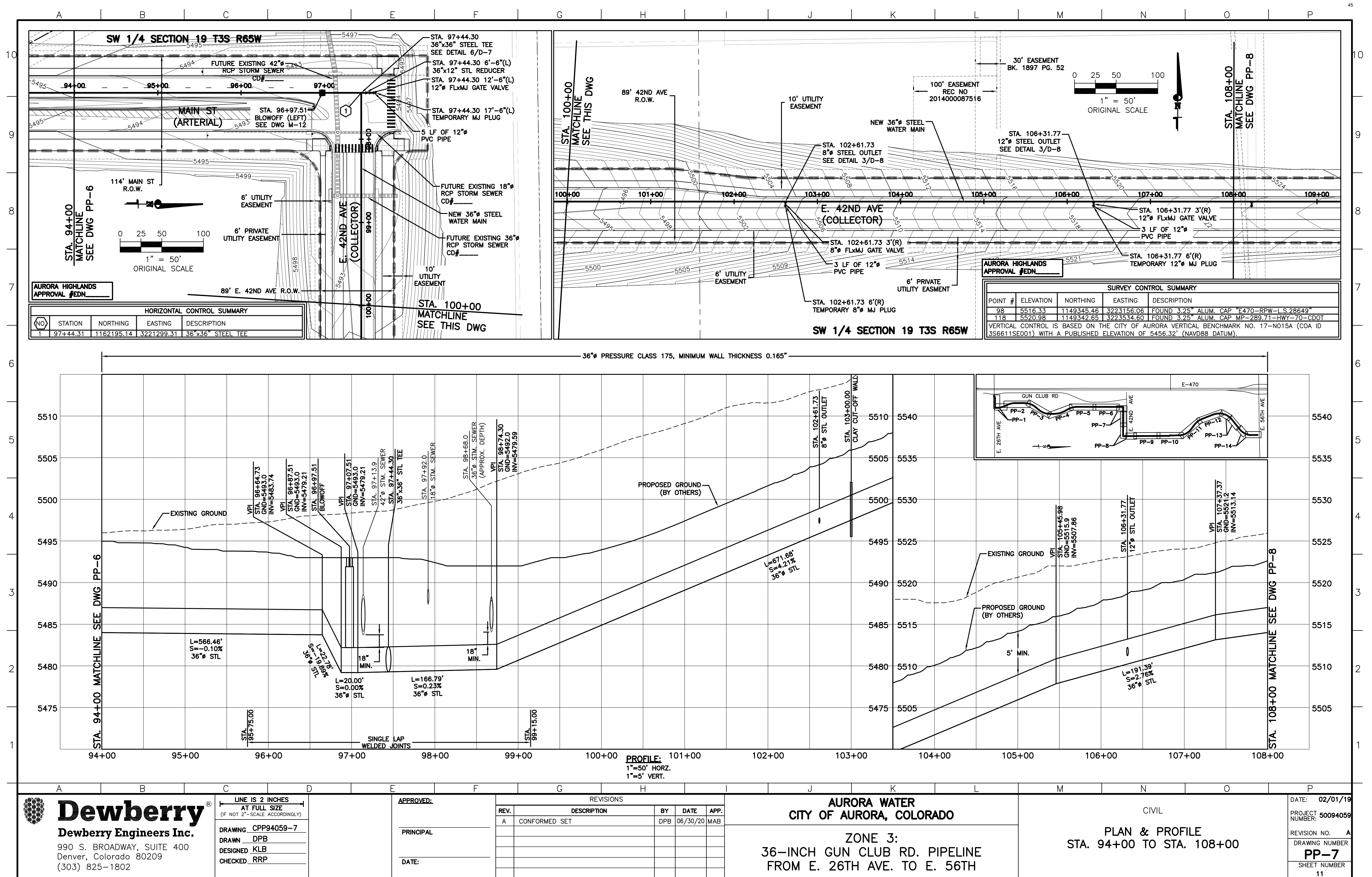
REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO  
  
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

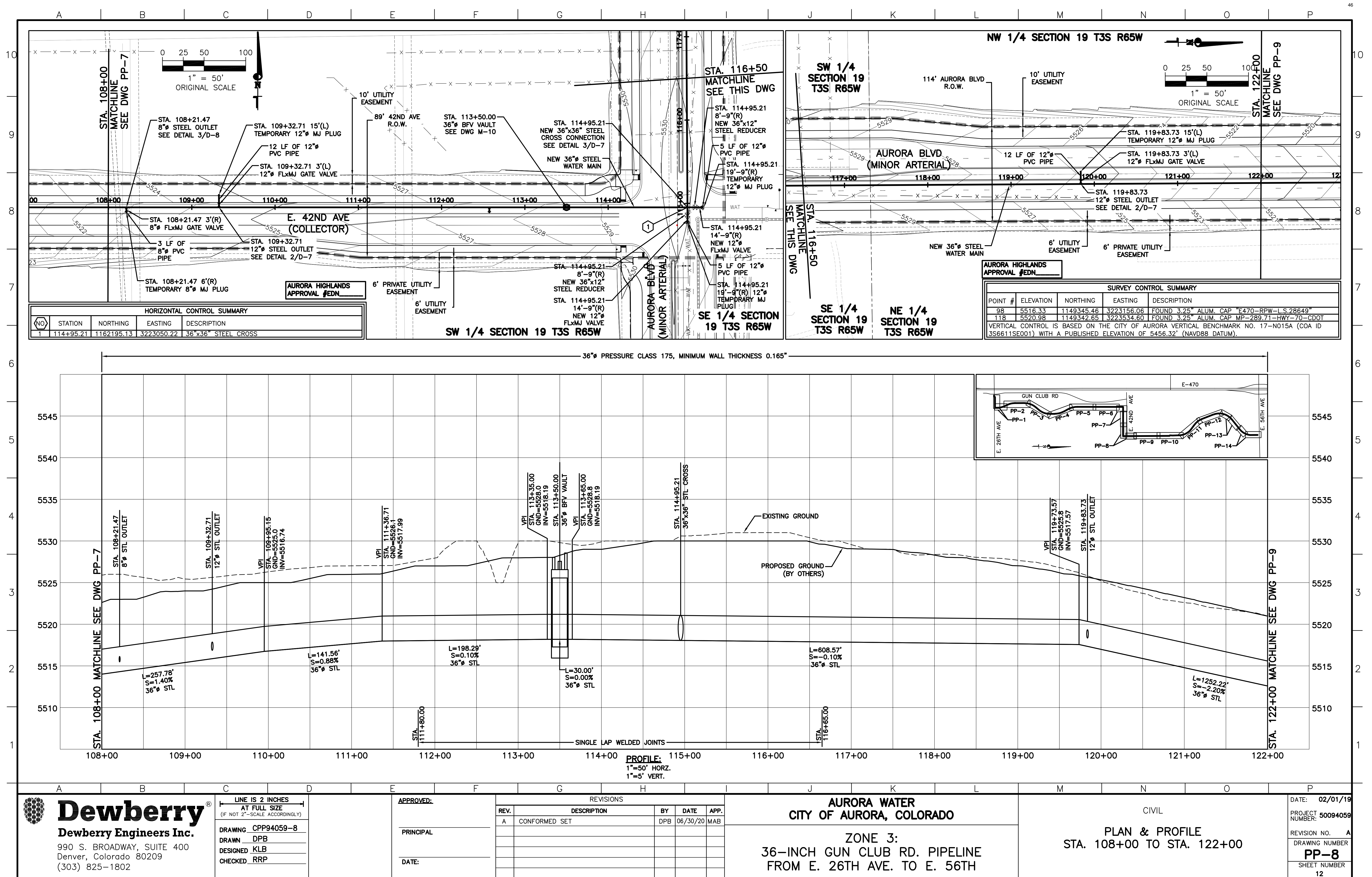
CIVIL  
  
PLAN & PROFILE  
STA. 80+00 TO STA. 94+00

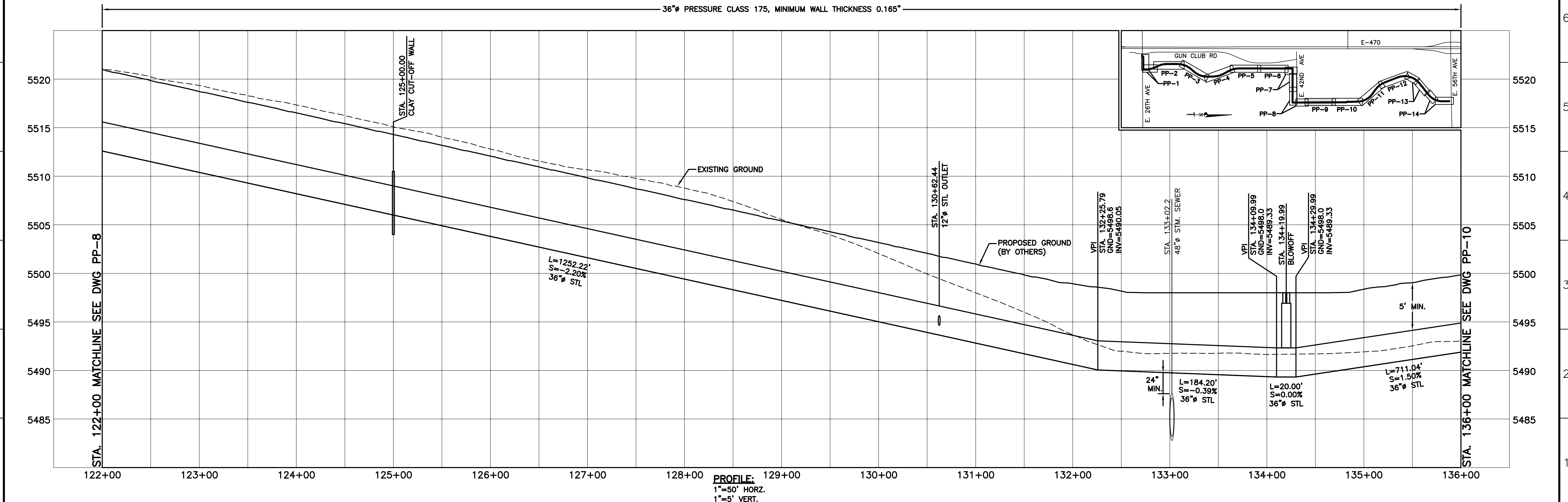
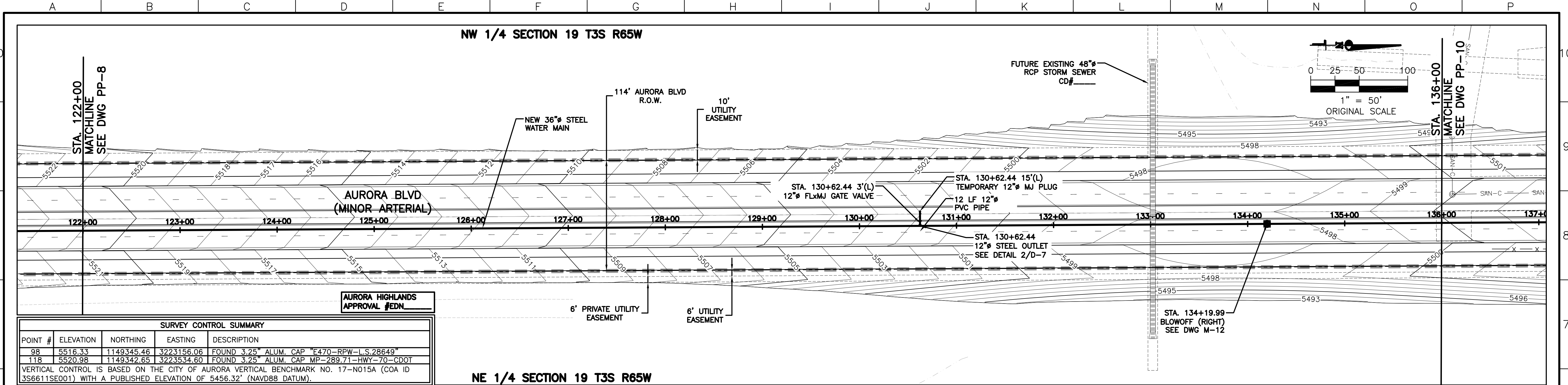
DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER  
PP-6  
SHEET NUMBER 10











**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-9  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

**AURORA WATER**  
**CITY OF AURORA, COLORADO**

**ZONE 3:**  
**36-INCH GUN CLUB RD. PIPELINE**  
**FROM E. 26TH AVE. TO E. 56TH**

CIVIL

**PLAN & PROFILE**  
**STA. 122+00 TO STA. 136+00**

DATE: 02/01/19

PROJECT NUMBER: 50094059

REVISION NO. A

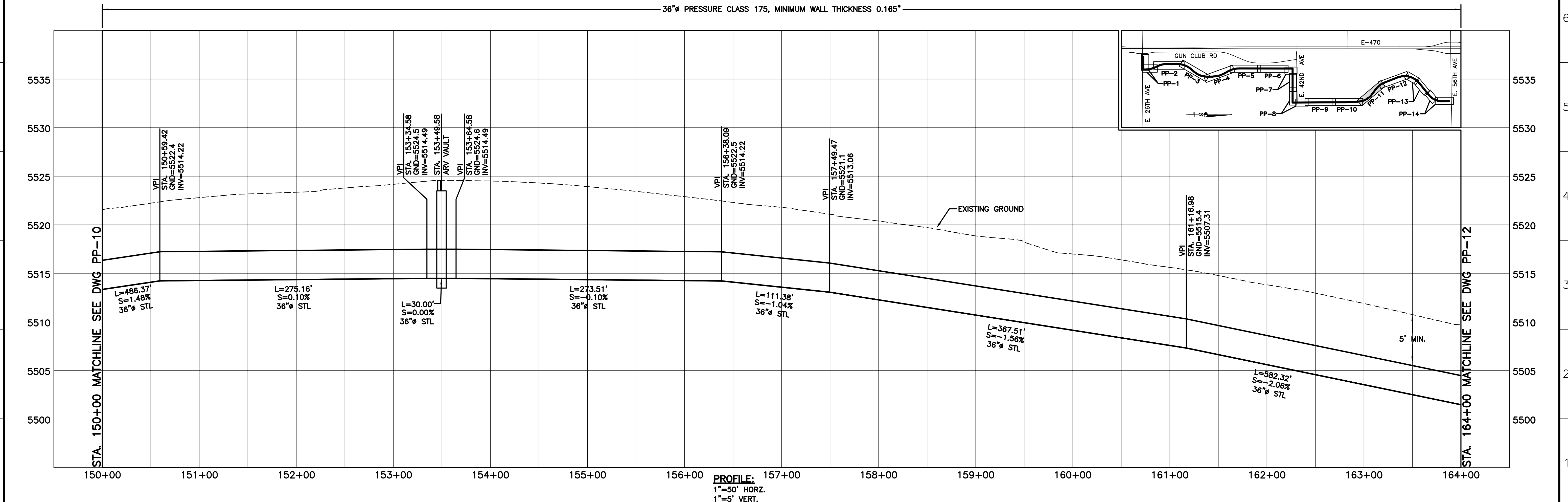
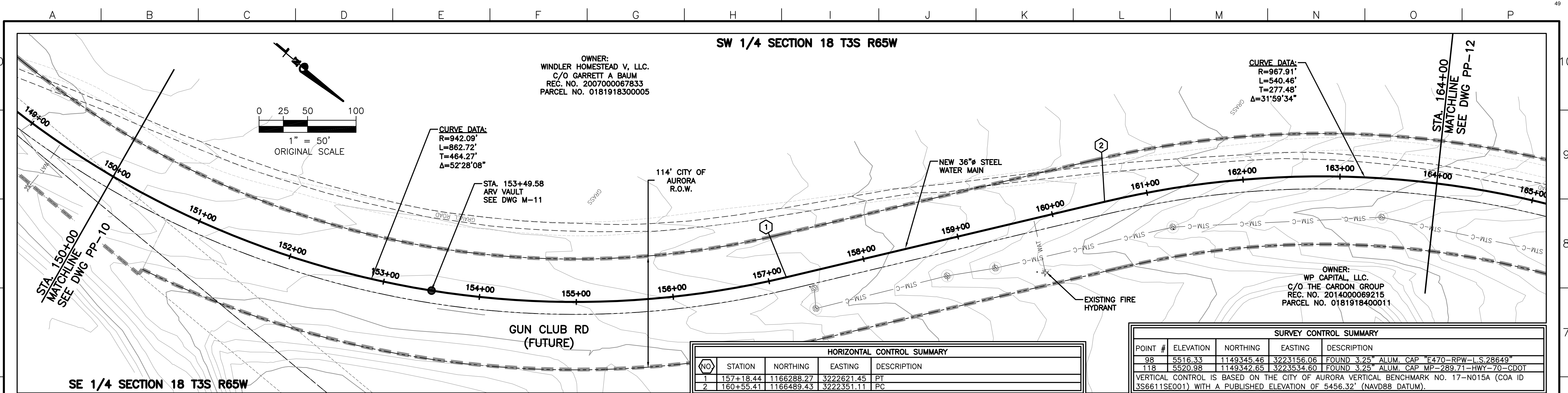
DRAWING NUMBER **PP-9**


SHEET NUMBER 13











**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"=SCALE ACCORDINGLY)

DRAWING CPP94059-11  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH

CIVIL

PLAN & PROFILE  
STA. 150+00 TO STA. 164+00

DATE: 02/01/19

PROJECT NUMBER: 50094059

REVISION NO. A

DRAWING NUMBER  
**PP-11**

SHEET NUMBER  
15

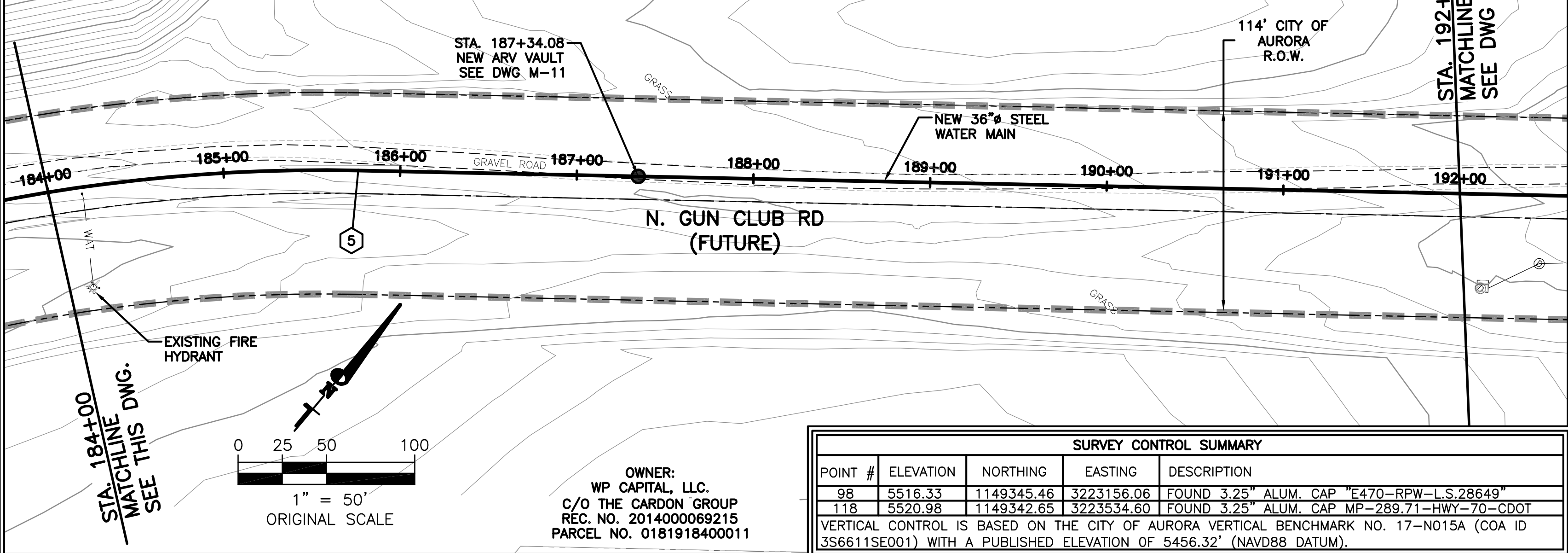
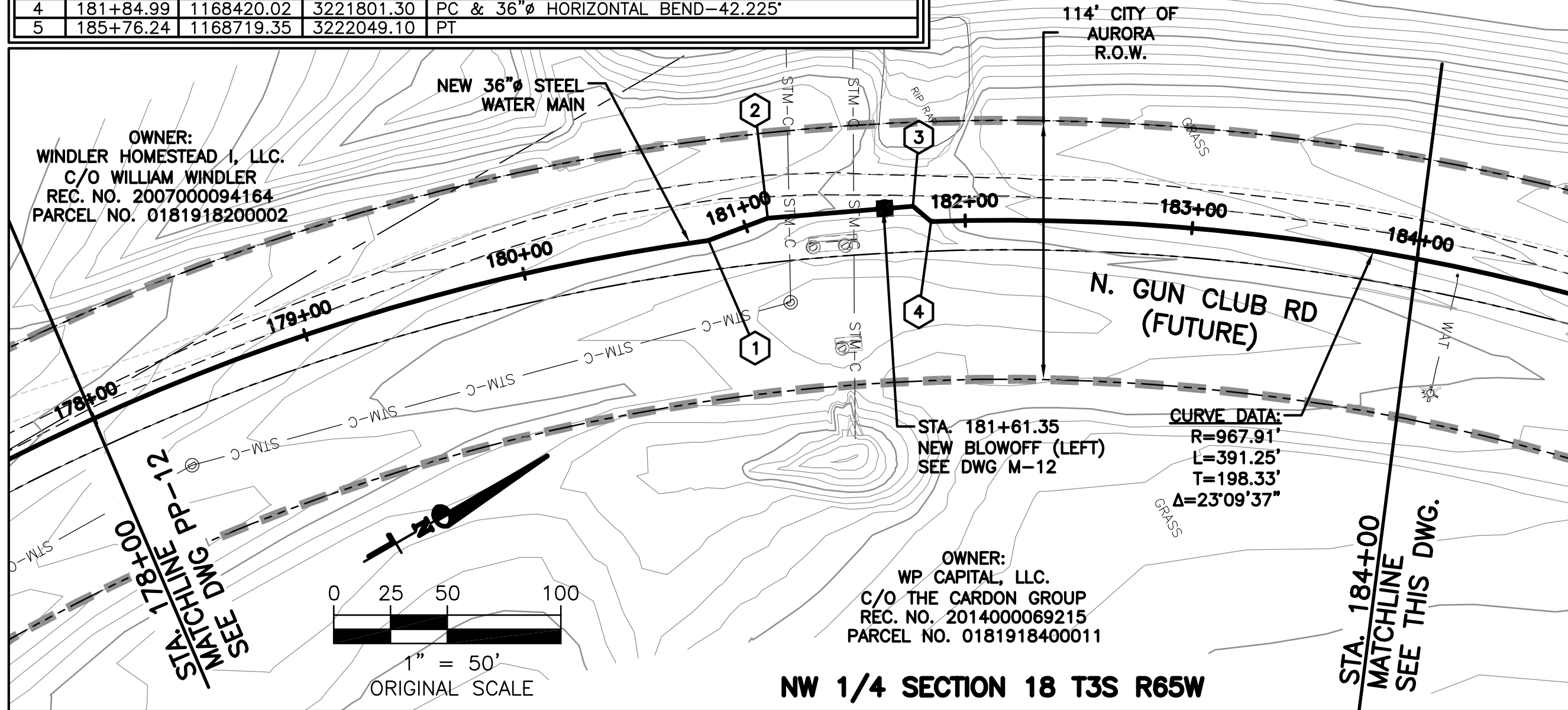


HORIZONTAL CONTROL SUMMARY				
NO	STATION	NORTHING	EASTING	DESCRIPTION
1	180+82.45	1168330.92	3221759.51	PT. & 36"Ø HORIZONTAL BEND-12.791"
2	181+10.40	1168358.50	3221764.09	36"Ø HORIZONTAL BEND-15.843"
3	181+74.53	1168416.49	3221781.48	36"Ø HORIZONTAL BEND-45.000"
4	181+84.99	1168420.02	3221801.30	PC & 36"Ø HORIZONTAL BEND-42.225"
5	185+76.24	1168719.35	3222049.10	PT

OWNER:  
WINDLER HOMESTEAD I, LLC.  
C/O WILLIAM WINDLER  
REC. NO. 2007000094164  
PARCEL NO. 0181918200002

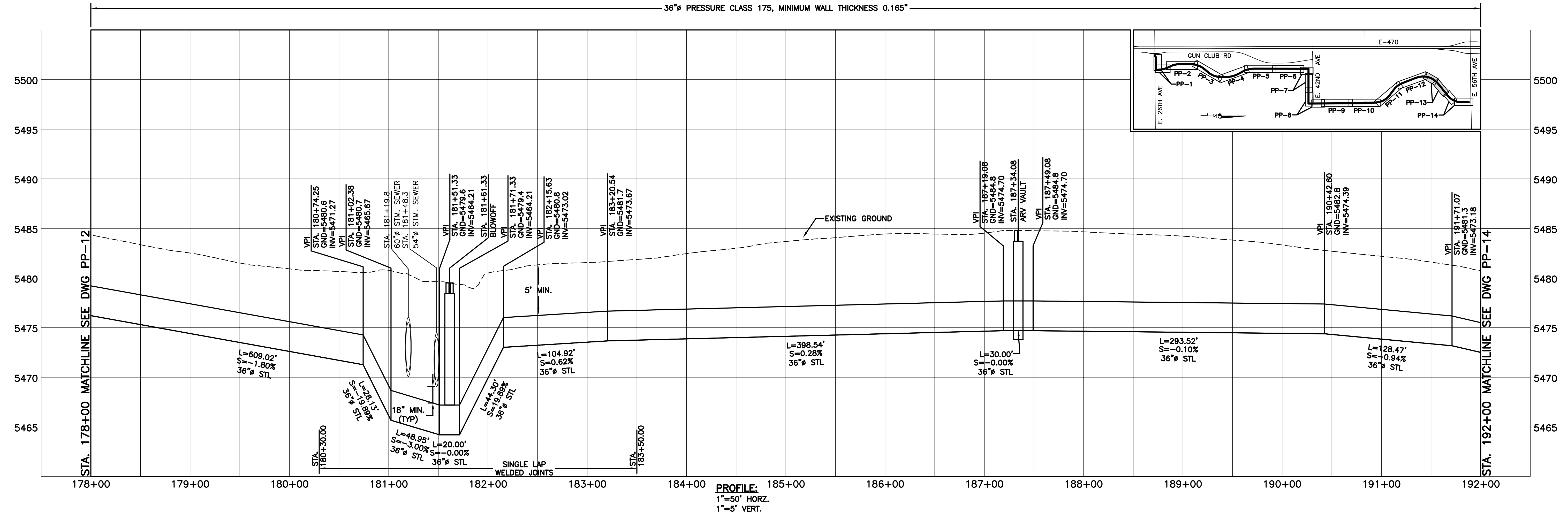
OWNER:  
WINDLER HOMESTEAD I, LLC.  
C/O WILLIAM WINDLER  
REC. NO. 2007000094164  
PARCEL NO. 0181918200002

NW 1/4 SECTION 18 T3S R65W



SURVEY CONTROL SUMMARY				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
98	5516.33	1149345.46	3223156.06	FOUND 3.25" ALUM. CAP "E470-RPW-L.S.28649"
118	5520.98	1149342.65	3223534.60	FOUND 3.25" ALUM. CAP MP-289.71-HWY-70-CDOT

VERTICAL CONTROL IS BASED ON THE CITY OF AURORA VERTICAL BENCHMARK NO. 17-N015A (COA ID 3S6611SE001) WITH A PUBLISHED ELEVATION OF 5456.32' (NAVD88 DATUM).



**Dewberry**  
Dewberry Engineers Inc.  
990 S. BROADWAY, SUITE 400  
Denver, Colorado 80209  
(303) 825-1802

LINE IS 2 INCHES  
AT FULL SIZE  
(IF NOT 2"-SCALE ACCORDINGLY)

DRAWING CPP94059-13  
DRAWN DPB  
DESIGNED KLB  
CHECKED RRP

APPROVED:

PRINCIPAL

DATE:

REVISIONS				
REV.	DESCRIPTION	BY	DATE	APP.
A	CONFORMED SET	DPB	06/30/20	MAB

AURORA WATER  
CITY OF AURORA, COLORADO

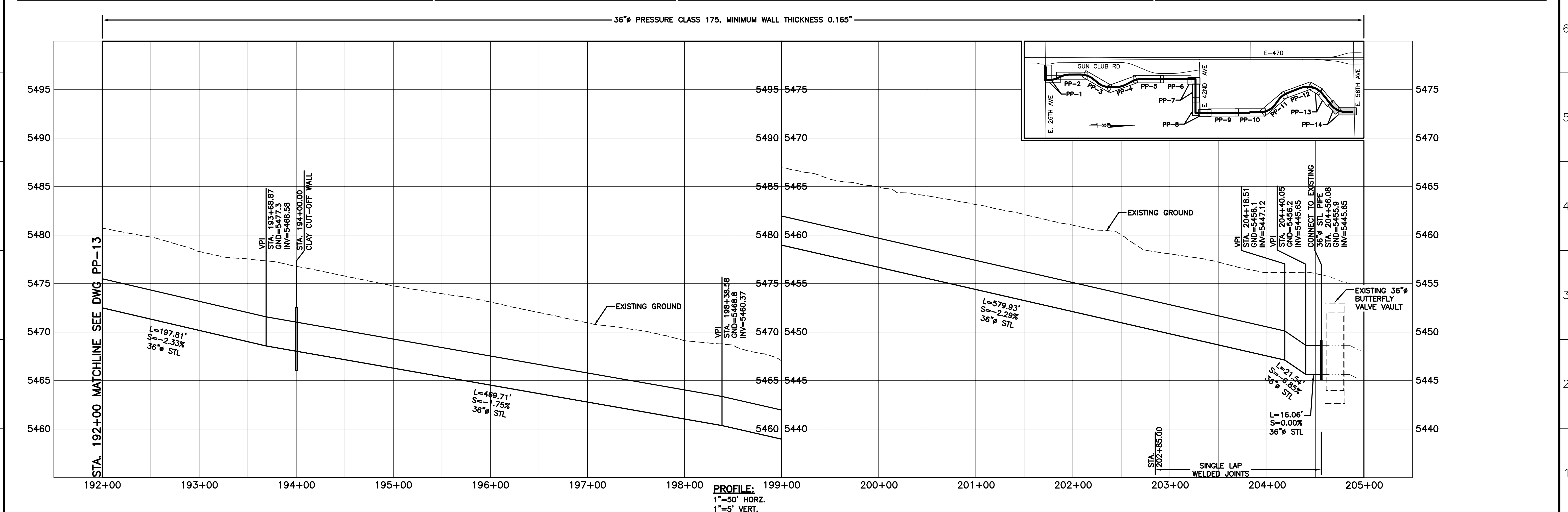
ZONE 3:  
36-INCH GUN CLUB RD. PIPELINE  
FROM E. 26TH AVE. TO E. 56TH


CIVIL

PLAN & PROFILE  
STA. 178+00 TO STA. 192+00

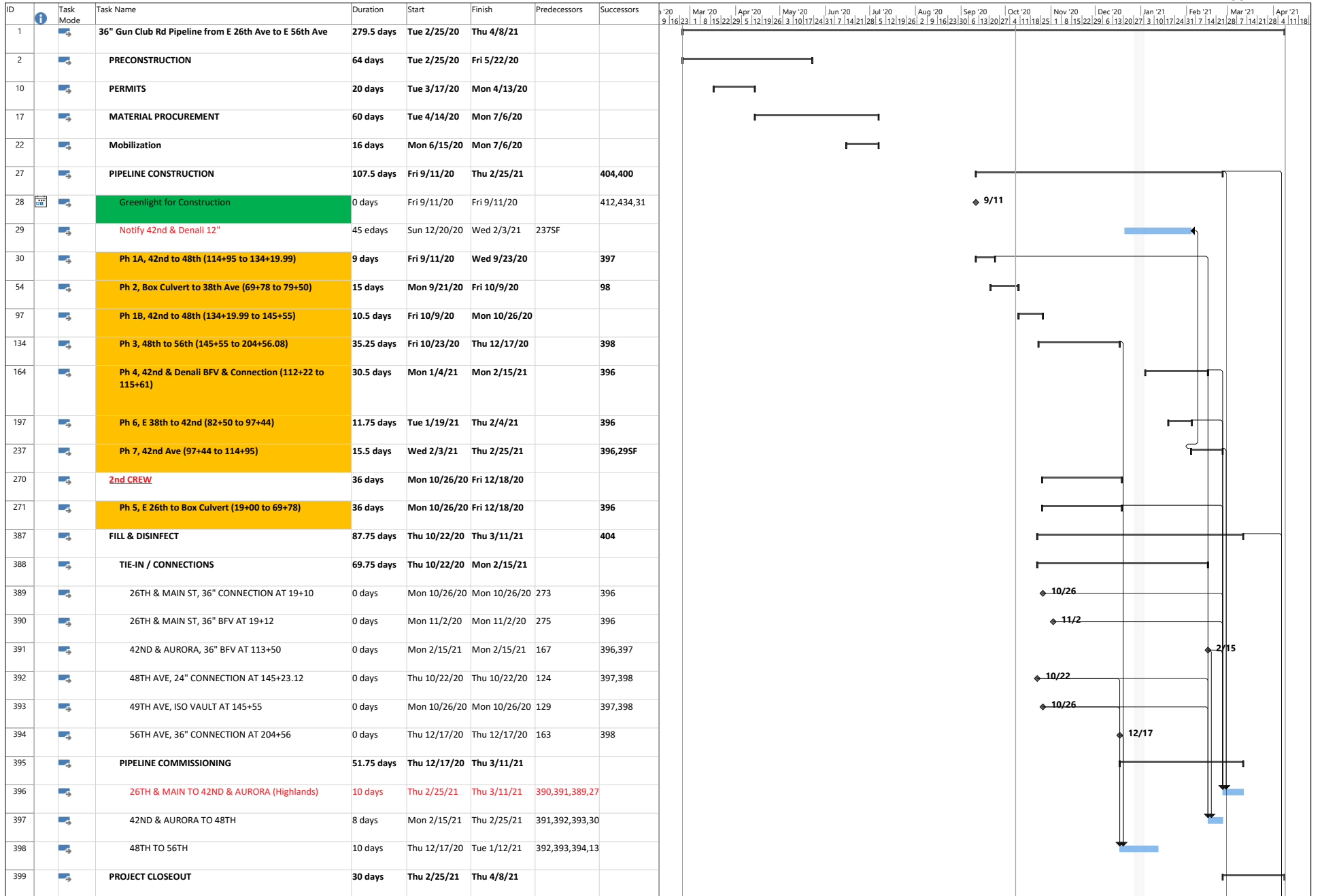
DATE: 02/01/19  
PROJECT NUMBER: 50094059  
REVISION NO. A  
DRAWING NUMBER  
**PP-13**  
SHEET NUMBER  
13





A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
 <b>Dewberry</b> <sup>®</sup> <b>Dewberry Engineers Inc.</b> 990 S. BROADWAY, SUITE 400 Denver, Colorado 80209 (303) 825-1802		LINE IS 2 INCHES AT FULL SIZE (IF NOT 2"=SCALE ACCORDINGLY)	<b>APPROVED:</b>  _____ PRINCIPAL  _____ DATE: _____		REVISIONS					<b>AURORA WATER</b> <b>CITY OF AURORA, COLORADO</b>  <b>ZONE 3:</b> <b>36-INCH GUN CLUB RD. PIPELINE</b> <b>FROM E. 26TH AVE. TO E. 56TH</b>			CIVIL  <b>PLAN &amp; PROFILE</b> <b>STA. 192+00 TO STA. 204+96.93</b>			DATE: <b>02/01/19</b>
		DRAWING <b>CPP94059-14</b>			REV. DESCRIPTION BY DATE APP. A CONFORMED SET DPB 06/30/20 MAB	PROJECT NUMBER: <b>50094059</b>										
		DRAWN <b>DPB</b>				REVISION NO. <b>A</b>										
		DESIGNED <b>KLB</b>				DRAWING NUMBER <b>PP-14</b>										
		CHECKED <b>RRP</b>				SHEET NUMBER <b>18</b>										





Project: GCR Schedule v0  
Date: Thu 10/8/20

Task Summary Inactive Milestone Duration-only Start-only External Milestone Manual Progress

Split Project Summary Inactive Summary Manual Summary Rollup Finish-only Progress

Milestone Inactive Task Manual Task Manual Summary External Tasks



October 8, 2020

Aurora Water  
15151 E. Alameda Pkwy, Suite 4400  
Aurora, CO 80012



Attn: Steve Fiori

**CHANGE ORDER REQUEST #04: Provide 2nd Crew per Developer's Request (Revision 0)**

**RE: 36-INCH GUN CLUB ROAD PIPELINE FROM E. 26TH AVE TO E. 56TH AVE**

Description: The Developer of the Aurora Highlands area has requested that Reynolds Construction provide a second crew in order to accelerate completion of the 36" pipeline within their development area. Below are the project costs and mark-ups to support 3 months worth of work. This is based upon the following assumptions:

- Due to free time, it is expected that the crew will work on Saturdays. This was beyond original estimates, so labor and equipment for those Saturdays will be paid for a full day's work.
- The crew members will be allowed to return home every fourth week for 4 days of time home with the family. Travel will be paid for the full amount of the allowance. Labor and equipment is 3/4 x # of weeks.
- Per Diem will be paid for all 7 days of the week since this includes meals, incidentals, and lodging. Per Diem will be paid for the full amount of the allowance. This is calculate as 24 working days out of 28 month days (4 for R&R).
- Mobilization costs are for crews to drive to and from the job site.
- An additional 870 Excavator needs to be mobilized in and assembled and mobilized out afterwards. This costs approximately \$10k per mobilization. Additional mobilization in and out of equipment is also included.
- All mark-up on these efforts is 15%, plus an additional 1.5% for bonding the expanded project effort.
- All charges and payment from Reynolds Construction will go to the City of Aurora (COA). COA will then request payment from the Developer through their allowances and/or contracts. No direct payment from the Developer to Reynolds Construction.

Anything above herein and in the attachments beyond the described scope shall be additional costs above and beyond this Change Request.

We respectfully request that 0 working days be added to our allotted contract time and compensated for the sum of \$283351.38 for the additional time and materials. Please feel free to reach out to me directly if you have any questions.

**Operations:**

Reynolds Construction field crew and subcontractors when applicable.

**Weeks**

12.0

**Labor:**

Classification	Sat Work Day	Hours	Rate	Extension
Project Manager	9.0	2.0	\$ 124.20	\$ 2,235.60
Superintendent	9.0	4.0	\$ 118.55	\$ 4,267.80
Foreman	9.0	9.0	\$ 98.79	\$ 8,001.99
Hoe Operator (Group 4)	9.0	9.0	\$ 92.48	\$ 7,490.88
Hoe Operator (Group 4)	9.0	9.0	\$ 92.48	\$ 7,490.88
Loader Operator (Group 3)	9.0	9.0	\$ 71.93	\$ 5,826.33
Pipe Layer (Group 2)	9.0	9.0	\$ 57.54	\$ 4,660.74
Laborer (Group 1)	9.0	9.0	\$ 45.21	\$ 3,662.01
Laborer (Group 1)	9.0	9.0	\$ 45.21	\$ 3,662.01
	9.0		\$ -	\$ -
Driver	2.0	9.0	\$ 57.54	\$ 1,035.72
<b>Total</b>			<b>Total Labor</b>	<b>\$ 48,333.96</b>
	15.0%		Labor Mark Up	\$ 7,250.09

**Equipment:**

Unit	Sat Work Days	Hours	Rate	Extension
Pickup Truck	9.0	2.0	\$ 30.77	\$ 61.54
Pickup Truck	9.0	4.0	\$ 30.77	\$ 123.08

HEAVY CIVIL



Excavator, JD 870	9.0	9.0	\$	461.07	\$	4,149.63
Excavator, Cat 345	9.0	9.0	\$	273.57	\$	2,462.13
Loader, JD 744	9.0	9.0	\$	155.67	\$	1,401.03
Water Truck	9.0	9.0	\$	40.24	\$	362.16
Trench Box (L)	9.0	9.0	\$	50.00	\$	450.00
Trench Box (L)	9.0	9.0	\$	50.00	\$	450.00
Trench Box (S-M)	9.0	9.0	\$	25.00	\$	225.00
MH Box	9.0	9.0	\$	25.00	\$	225.00
Bedding Box	9.0	9.0	\$	25.00	\$	225.00
	9.0		\$	-	\$	-
Tractor Trailer	2.0	9.0	\$	70.79	\$	637.11
<b>Total</b>					<b>Total Equipment \$</b>	<b>10,771.68</b>
15.0%			<b>Equipment Mark Up \$</b>		<b>1,615.75</b>	

**Per Diem:**

Item	Weeks	Days/Wk	Rate	Extension
Foreman	10.3	7.0	\$ 250.00	\$ 18,000.00
Hoe Operator (Group 4)	10.3	7.0	\$ 250.00	\$ 18,000.00
Hoe Operator (Group 4)	10.3	7.0	\$ 250.00	\$ 18,000.00
Loader Operator (Group 3)	10.3	7.0	\$ 250.00	\$ 18,000.00
Pipe Layer (Group 2)	10.3	7.0	\$ 250.00	\$ 18,000.00
Laborer (Group 1)	10.3	7.0	\$ 250.00	\$ 18,000.00
Laborer (Group 1)	10.3	7.0	\$ 250.00	\$ 18,000.00
Total			Total Per Diem	\$ 126,000.00
15.0%			Per Diem Mark Up	\$ 18,900.00

**Travel:**

Item	Weeks	Quant.	Unit Price	Extension
Foreman	2.0	20.00	\$ 98.79	\$ 3,951.60
Hoe Operator (Group 4)	2.0	20.00	\$ 92.48	\$ 3,699.20
Hoe Operator (Group 4)	2.0	20.00	\$ 92.48	\$ 3,699.20
Loader Operator (Group 3)	2.0	20.00	\$ 71.93	\$ 2,877.20
Pipe Layer (Group 2)	2.0	20.00	\$ 57.54	\$ 2,301.60
Laborer (Group 1)	2.0	20.00	\$ 45.21	\$ 1,808.40
Laborer (Group 1)	2.0	20.00	\$ 45.21	\$ 1,808.40
	3.0			\$ -
Mobilize In (Gas, Loding, Etc.)	1.0	7.00	\$ 500.00	\$ 3,500.00
Mobilize In (Gas, Loding, Etc.)	1.0	7.00	\$ 500.00	\$ 3,500.00
	3.0			\$ -
R&R (Every 4 Weeks)	3.0	7.00	\$ 500.00	\$ 10,500.00
	3.0			\$ -
870 Mobilization	1.0	2.00	\$ 10,000.00	\$ 20,000.00
Total			Total Travel	\$ 57,645.60
15.0%			Travel Mark Up	\$ 8,646.84

EXTENDED COST OF MISC &amp; INDIRECTS

LS	0	\$	-	\$	-
Cost of Additional Work				\$	242,751.24
Total Mark Ups				\$	36,412.68
Bond 1.5%				\$	4,187.46
<b>Total Cost \$</b>					<b>283,351.38</b>

Sincerely,  
REYNOLDS CONSTRUCTION, LLC

Aurora Water Representative

Approved By: \_\_\_\_\_

Josh Kuper  
Senior Project Manager

Date: \_\_\_\_\_

HEAVY CIVIL

**SECOND AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
E-470 PUBLIC HIGHWAY AUTHORITY  
AND THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT  
REGARDING  
TEMPORARY CONSTRUCTION ACCESS**

This **SECOND AMENDMENT TO TEMPORARY CONSTRUCTION ACCESS AGREEMENT** (the “Second Amendment”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the **E-470 PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado, whose principal business address is 22470 E. Stephen D. Hogan Parkway, Aurora, CO 80018 (the “Authority”) and Aerotropolis Area Coordinating Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) (collectively referred to herein as the “Parties”).

**RECITALS**

**WHEREAS**, the Authority and the District entered into a Temporary Construction Access Agreement dated October 10, 2018, as amended by the First Amendment to Temporary Construction Access Agreement dated October 10, 2019 (collectively, the “Agreement”), to afford the District temporary vehicular access through the Authority’s property located in proximity to 38<sup>th</sup> Avenue and E-470 for preliminary construction activities related to the District; and

**WHEREAS**, pursuant to Section 2 of the Agreement, the term may be extended by the mutual written agreement of the Parties; and

**WHEREAS**, pursuant to Section 6.L. of the Agreement, the Agreement may not be amended, altered, or otherwise changed except by written agreement between the Parties; and

**WHEREAS**, the term of temporary access under the Agreement as amended expires on October 10, 2020 and the Parties desire to enter into this Second Amendment to extend the term of the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**COVENANTS AND AGREEMENTS**

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below:

**1. Section 2.** Section 2 of the Agreement is hereby amended and restated in its entirety to read as follows:

2. **TERM OF TEMPORARY ACCESS.** The District may travel in vehicles over and through the Access Property for the Access Purpose beginning on the Effective Date and ending on April 10, 2021 (the “Term”). The Term may be extended by the mutual written agreement of the Parties.

2. **Section 3.B.** Section 3.B. of the Agreement is hereby amended and restated in its entirety to read as follows:

B. **Toll Pre-Payment True-up.** The Authority has installed a temporary inductive loop traffic detector near the Gun Club Road entrance to the Central Maintenance Facility and as more specifically shown on **Exhibit A** to count the number of vehicles using the Access Property for the Access Purpose. All vehicles will be monitored and tolled both entering and exiting the Access Property at the toll rate imposed by the Authority for that year of the Term. The Authority shall collect actual monthly traffic counts within five (5) business days after the last day of each month. The Authority shall use the Toll Prepayment as payment for the actual toll traffic incurred by the vehicles during the Term; except that when the Toll Prepayment is depleted, the Authority shall invoice the District for actual toll traffic each month. The District shall reimburse the Authority within fifteen (15) days of receipt of an invoice. All invoices shall be addressed to the District as follows: c/o Denise Denslow, CliftonLarsonAllen, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111. The District’s reimbursement obligations shall survive the termination of this Agreement.

3. **Section 5.** Section 5 of the Agreement is hereby amended and restated in its entirety to read as follows:

5. **TERMINATION.** The Authority or the District may terminate this Agreement without cause, by providing at least thirty (30) business days’ written notice to the other Party. Within ten (10) business days of termination, the Authority shall provide the District with a final invoice containing all outstanding toll traffic per Section 3(B). The District shall reimburse the Authority as provided in Section 3(B).

4. **Counterpart Execution.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5. **Full Force and Effect.** Except as expressly modified by this Second Amendment, all terms and conditions contained within the Agreement remain unmodified and continue to remain in full force and effect.

**[Remainder of page intentionally left blank.]**



IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**E-470 PUBLIC HIGHWAY AUTHORITY**

By: Tim Stewart  
 Its: Executive Director

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Tim Stewart, as Executive Director of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

**DEPARTMENT APPROVAL:**

\_\_\_\_\_  
 Director of: \_\_\_\_\_

**FINANCE APPROVAL:**

\_\_\_\_\_  
 Director of Finance

APPROVED AS TO FORM:  
 ICENOGLE SEAVER POGUE  
 A Professional Corporation

\_\_\_\_\_  
 General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: \_\_\_\_\_

**AEROTROPOLIS AREA  
COORDINATING METROPOLITAN  
DISTRICT:**

By: [Signature]  
Title: President



STATE OF Denver )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 1st day of Oct,  
20 20, by Matt Hopper and \_\_\_\_\_, as President  
and \_\_\_\_\_ of AACMD.

Witness my hand and official seal.

My commission expires: 12/20/20

[Signature]  
Notary Public

ANNA JONES  
Notary Public  
State of Colorado  
Notary ID # 19954017866  
My Commission Expires 12-20-2020

## Aerotropolis Area Coordinating Metro District

61

## Check List

All Bank Accounts

September 24, 2020 - October 19, 2020

Check Number	Check Date	Payee	Amount
<b>Vendor Checks</b>			
1786	10/01/20	Brownstein Hyatt Farber Schreck, LLP	10,000.00
ACH	09/30/20	CITY OF AURORA	4,576.00
ACH	10/12/20	CITY OF AURORA	206.00
ACH	10/14/20	CITY OF AURORA	206.00
ACH	09/29/20	CITY OF AURORA	309.00
<b>Vendor Check Total</b>			<u>15,297.00</u>
<b>Check List Total</b>			<u><u>15,297.00</u></u>

Check count = 5



September 28, 2020

Kevin P. Walsh  
Attorney at Law  
303-223-1249 tel  
303-223-1111 fax  
kwalsh@bhfs.com

**VIA E-MAIL: MATT@SUMMIT-STRATEGIES.NET**

Attn: Matthew Hopper, President  
Aerotropolis Area Coordinating Metropolitan District in Aurora  
141 Union Blvd. Suite 150  
Lakewood, Colorado 80228-1898

**RE: Engagement Agreement for Legal Services**

Dear Matthew:

Thank you for selecting Brownstein Hyatt Farber Schreck, LLP (the "Firm") to serve as legal counsel to Aerotropolis Area Coordinating Metropolitan District in Aurora (collectively, "Aerotropolis" or "you") in connection with public bidding and construction contracting process for the Aerotropolis project in Aurora, Colorado. We are very pleased and privileged to work with you, and we appreciate the opportunity to represent you. The purpose of this engagement letter (the "Agreement") and the attached Standard Terms and Conditions which are incorporated into this letter by this reference (the "Terms") is to outline the nature and scope of the engagement and our respective responsibilities and expectations.

The Client: The Firm will represent Aerotropolis but not its principals, corporate parents or other owners, subsidiaries, or other affiliates.

Scope of Engagement: This Agreement and the Terms apply to the engagement described above as well as future engagements with respect to which you ask and the Firm agrees to represent you, unless we execute a separate agreement for one or more separate engagements. Services rendered to you prior to your signing this Agreement are subject to the provisions of this Agreement and the Terms.

Staffing, Fees, Costs and Billing Arrangements: In the course of our representation, it is anticipated that I will supervise and coordinate most of the work on this matter, with the assistance of any attorneys, land use planners, paralegals, law clerks, legal assistants, and other staff working with me. My hourly rate is \$495.00. I can be reached directly at 303.223.1249 and via email at kwalsh@bhfs.com. To best serve your interests, we may assign other attorneys affiliated with the Firm to represent you if, in our judgment, that becomes necessary or desirable. We also may assign attorneys who are independent contractors to the Firm and whose hourly billing rate will be passed on to you with a factor for the firm's overhead and profit.

Our fees are based primarily on the actual amount of time spent by our attorneys and other professionals performing services for you, including attending, conducting or making, as applicable, telephone calls, conferences, court appearances, research and investigations, traveling, and preparing letters, pleadings, briefs, agreements, and other documents. We will bill for our services at our applicable hourly billing rates in effect at the time we render the services, which are available upon request. In the course of providing services to you, it may be necessary for us to incur certain costs. You agree to reimburse us in accordance with the Terms for all reasonable costs that we actually incur and for the Firm's administrative fee. For more information on billing, including third party and other costs for which you will be billed, rate changes and other factors affecting fees and other charges, please refer to the Terms.

Billing Period and Payments: We will bill you on a monthly basis or such other periodic basis as we may determine. Except as otherwise set forth herein, you agree to make payment of all outstanding fees and costs within 30 days of your receipt of a billing statement. We reserve the right to charge interest on overdue amounts at the rate of 1.5% per month, or the maximum interest rate permitted by law, whichever is less, from the date due until paid. You agree to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

Retainer Deposit: You have agreed to pay the sum of \$10,000 as an advance fee deposit and a reserve against future legal fees and costs. This deposit will be held in the Firm's trust account for this representation. Legal fees and costs incurred will be paid from this account, and you agree to timely supply further advances as needed to maintain a minimum balance of \$10,000 at all times. Withdrawals from the trust account will be accounted for monthly. Upon the conclusion of the representation, any unused amount remaining in the trust account will be returned to you.

NOTE: Please include a check for the retainer deposit when you return a signed copy of this Agreement or send us a wire with the requisite funds. Our wiring instructions are available at the secure website: [www.bhfs.com/wireinstructions](http://www.bhfs.com/wireinstructions)

Conflicts of Interest: We have conducted a search in our conflicts database of your name and the names of your owners, principals and affiliates and all adverse parties and their owners, principals and affiliates that you provided to us, as applicable. Based on the information provided, we have discovered no conflicts. To help us continue to assess conflicts, however, we will depend on you to keep us advised of changes in Cherry Creek West's owners, principals, affiliates and potential adverse parties that might affect our analysis of actual or potential conflict of interests.

Complete Agreement: This Agreement and the Terms contain all the terms and provisions of and related to our engagement. This Agreement and the Terms may only be amended in a writing signed by a representative of the Firm and you.

If you agree with the terms and provisions of this Agreement and the Terms, please countersign this letter where indicated below and return it to us at your earliest opportunity. If you have any questions, please feel free to contact me or a member of our team.

Sincerely,

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:   
Kevin P. Walsh

**Acceptance of Agreement and Standard Terms and Conditions:**

The undersigned entity represents and warrants that it has the power and authority and that the individual signing on its behalf below has been authorized to enter into and sign this Agreement. The undersigned does hereby engage Brownstein Hyatt Farber Schreck, LLP in accordance with the terms of this Agreement and the attached Standard Terms and Conditions, effective as of the date of this Agreement.

AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT IN AURORA

By:   
Name: Matthew Hopper  
Its: President



## BROWNSTEIN HYATT FARBER SCHRECK, LLP

### STANDARD TERMS AND CONDITIONS

**Duties of the Parties:** Brownstein Hyatt Farber Schreck, LLP (the "Firm") agrees to represent you in accordance with the accompanying Engagement Agreement for Legal Services (the "Agreement") and these Standard Terms and Conditions (the "Terms"). You agree to fully cooperate with us, be open and truthful, provide us with complete information pertaining to the representation, keep us informed of developments, promptly respond to our inquiries and communications, and pay our bills in a timely manner.

**Fees:** We record time in 6-minute increments unless other arrangements are made, and our billing statements will be based on time recorded in those increments. You agree to pay our fees based on time expended on your behalf, computed on an hourly basis at our then applicable rates for this engagement for the applicable attorneys and staff assigned to the matter. Generally speaking, these hourly rates currently are, with limited exceptions, as follows:

Shareholders:	From \$425 to \$1,435 per hour
Counsel:	From \$380 to \$1,195 per hour
Associates:	From \$310 to \$ 550 per hour
Lit Support Analysts:	From \$205 to \$ 365 per hour
Land Use Planners:	From \$235 to \$ 455 per hour
Paralegals:	From \$150 to \$ 370 per hour
Law Clerks:	From \$235 to \$ 385 per hour
Legal Assistants:	From \$ 95 to \$ 305 per hour

We change our rates, as well as our other standard charges, from time to time (typically on January 1 of a calendar year), to reflect competitive or market conditions, inflation, changes in attorney seniority or status, changes to our rates generally, changes in the nature or scope of the services performed and other factors. Unless otherwise agreed to in writing, you agree that any new rates or charges apply prospectively to all matters then being handled by the Firm for you. You agree to pay all fees billed at the then-current rates. Individual rate changes will be reflected in the first billing statement that includes the new rates and will be evident from the information you receive with each bill.

**Outside Contract Attorneys and Legal Assistants:** You agree that we may utilize contract attorneys and legal assistants who are supervised by our attorneys but not employed by the Firm, and who may reside inside or outside of the United States. Contract attorneys typically will be billed at the rates of the attorneys at the firm who provide a comparable, applicable level of service, if not otherwise agreed to in writing.

**In-House Costs and External Expenses:** In addition to fees incurred for legal work, your statement will include other charges and costs, some of which are summarized below, that you agree to pay.

Charges for long distance telephone calls, in-office copying, ordinary postage, and deliveries made by in-house staff are covered by an administrative fee, currently calculated at 2.5% of fees incurred. This administrative fee is charged in lieu of itemizing those costs.

Other costs which you agree to pay include, but are not limited to: computer-assisted legal research; third party vendor fees (including document copying, transcript production, depositions, e-discovery file processing, and trial preparation materials); messenger and other delivery fees; the cost of

licensing and installing special computer applications used to manage your case; secretarial overtime (when required by the urgency of your matter); extraordinary administrative, technical or accounting support; professional mediator, arbitrator, and/or special master fees; other vendor costs; and reasonable expenses for travel, meals and hotel accommodations.

For matters that involve e-Discovery, it may be necessary for the Firm to undertake the tasks of collecting, processing, filtering, hosting, reviewing and/or producing electronic data. A listing of e-Discovery services along with the specific rate at which each service will be billed, which accounts for both the Firm's direct cost and overhead and related expenses, is available upon request. Charges for services such as hosting may continue to be billed for as long as we continue to maintain e-Discovery data in an active or inactive server environment.

We may select experts, consultants and investigators who in our judgment are necessary to aid in the preparation of your matter. We will inform you of the persons selected and their charges. You authorize us to incur all reasonable costs and to hire such experts, consultants and investigators, and you agree to pay these expenses.

At our discretion, all costs may be included on your statement or billed directly to you. We may also require that you advance to us the estimated amount for such items prior to our incurring them on your behalf. You agree to pay such costs, and we assume no obligation to advance any costs on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf.

**Estimates Not Binding:** It is often impractical to determine in advance the amount of time and effort that will be needed to complete all the necessary work on a matter or the total amount of fees, charges, and costs that may be incurred. Additionally, if any estimates or budgets are provided, they may need to be adjusted upward or downward in response to changing circumstances. Accordingly, unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen or unanticipated circumstances, and do not limit or "cap" our fees and other charges or costs.

**No Guarantees:** Comments or expressions of opinion about the potential outcome of your matter or any phase thereof are expressions of opinion only. We cannot guarantee the outcome or make any promises in that regard. Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter.

**Billing Disputes:** You agree to inform us of any dispute you may have with respect to a billing statement within ten (10) days of the statement date. Even if you dispute a portion of a billing statement, you agree to pay the undisputed portion within 30 days of your receipt of the statement. You will be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' and paralegals' fees and costs.

**Retainer Deposits:** You agree to pay advance fee deposits in accordance with the provisions of the Agreement and the Terms. In addition, for matters involving litigation, arbitration, or adjudication of disputes in other tribunals, we reserve the right to request from you an additional deposit before trial or hearing

in an amount reflective of the anticipated fees and costs of that proceeding. You agree to timely provide such a deposit. If you do not provide this deposit, we shall have the right to withdraw from this representation, consistent with our obligations under applicable law and the rules of professional conduct, and you agree not to oppose our withdrawal.

Responses to Auditors' Inquiries: We are frequently asked to provide information to third-party auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care that we use to handle our clients' other legal work, and we will charge for these services at the hourly rates applicable to your engagement. When an auditing firm requests information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to that auditing firm and to bill for those services.

Permission to List the Company as a Client: Occasionally, we may provide lists of representative clients or matters to legal or other publications and may use our clients' names or a description of their matters in marketing materials. Unless you instruct otherwise, you agree that such use is acceptable.

Communications and Special Requirements: During the course of our engagement, we may exchange emails and electronic versions of documents with you using commercially available software. Such communications are occasionally victimized by the creation and dissemination of viruses and other destructive electronic programs and hackers who compromise the privacy of electronic communications. Our virus scanning software may also occasionally reject a communication that you send to us, or we may send you a message that is rejected by your system. Although infrequent, these occurrences are to be expected as part of the ordinary course of business. Accordingly, we cannot guarantee that our communications and documents will always be virus-free or immune from invasions of expected privacy. If for these or other reasons you would prefer or require that we not use electronic communications or that we follow special instructions or encrypt emails or other communications, you should promptly advise in writing those working on your matters of such preferences or requirements.

Public Policy Services and Business Conflicts: The Firm provides a wide array of public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. As a condition of our undertaking to represent you, you hereby waive any objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver permits us to represent another client in advocating a change in law or policy areas even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

Ownership of Records and Files: You understand and agree that your client file consists of any correspondence, legal memoranda, pleadings, agreements, or other documents that the Firm retains in its electronic document management system, which is duplicated in hard copy. It is our policy to destroy all client files (including all documents and materials therein) no less than eight years following completion of each matter. This file destruction procedure is automatic, and you will not receive further notice prior to the destruction of these

files. Accordingly, we advise you to maintain your own files relating to the matters which we are handling. Alternatively, you may request, prior to our scheduled destruction date, that we deliver all or certain portions of these client files to you rather than destroying them.

Termination: You may terminate our services at any time. If you choose to do so, you agree to give us prompt notice of the termination. Upon such termination, you will remain obligated to pay for all services rendered and costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us appropriate documents effecting our substitution or withdrawal. We will promptly return to you any remaining balance of your retainer as well as a copy of your client file, as described above.

Except to the extent limited by applicable law or rules of professional conduct, we may also withdraw from this representation at any time. We may withdraw, by way of example, if:

- You fail to fulfill an obligation to the Firm or to honor the terms of the Agreement or these Terms, such as by failing to pay our statements or to post deposits in a timely manner;
- You make it unreasonably difficult to represent you;
- Our continued representation of you will result in an unreasonable financial burden on the Firm; or
- Facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical.

If we elect to withdraw, you agree to take all steps reasonably necessary to free us of any obligation to perform further services. Notwithstanding such withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs paid or incurred on your behalf before the termination or which are reasonably necessary thereafter.

Our representation of you will be considered terminated at the earliest of your termination of our representation, our withdrawal from our representation of you, or the substantial completion of our work for you (as may be evidenced by a final bill, by a substantial period of inactivity, or otherwise).

Disputes: Any controversy or claim arising out of or relating to fees and costs incurred under the Agreement and these Terms shall be resolved pursuant to the California Business and Professions Code section 6200 et seq. All other disputes arising out of or relating to the Agreement and these Terms shall be resolved in a binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will take place in, and be administered in accordance with the laws of, the State of California. The arbitrator shall award the substantially prevailing party its reasonable attorney fees and costs, and judgment on the award may be entered by a court of competent jurisdiction.

Interpretation and Effective Date: The Agreement and these Terms supersede all other prior and contemporaneous written and oral agreements and understanding between us, including any outside counsel guidelines or service level agreements, or

the like, that you adopt, unless such outside counsel guidelines or service level agreements have been provided to us prior to the date of the Agreement or unless the Agreement and these Terms have been made expressly subject thereto. You acknowledge that no promises have been made to you by us other than those in the Agreement and these Terms. In the event that these Terms conflict with the Agreement, the Agreement will govern. If any provision of these Terms or the Agreement is found unenforceable, the remaining provisions will remain in effect. If the Agreement does not take effect for any reason, you will still be required to pay us the reasonable value of any services we performed for you and all costs actually and reasonably incurred on your behalf.



15151 E Alameda Pky  
Aurora CO 80012  
303-739-7335



Worth Discovering • [auroragov.org](http://auroragov.org)

**PLEASE NOTE: THE CITY IS NOW ALLOWING DEFERRAL OF CIVIL PLAN REVIEW FEES UNTIL THE BEGINNING OF THE SECOND REVIEW OF DOCUMENTS. ALL REVIEW FEES MUST BE PAID BEFORE SECOND REVIEW BEGINS. REVISION & PAVEMENT FEES ARE REQUIRED BEFORE 1st REVIEW.**

# INVOICE

RSN: 1462335

03-September-2020

INVOICE#: 618433

THE AURORA HIGHLANDS FLG #01  
REVISING SHEETS 1, 14, 25, 26, 27, 28, 58, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, ADD SHEETS 94, 95, 96, 97, 98  
BRIAN CHEVALIER  
MERRICK & COMPANY

303-964-3333 ext

<u>Fee Description</u>	<u>Amount</u>
4902145300 Civil Plans Revision	\$4,576.00
 \$103 X -1.00sheets	
<b>TOTAL DUE</b>	\$4,576.00
<b>PAYMENT RECEIVED</b>	0.00
<b>BALANCE</b>	\$4,576.00

**PLEASE NOTE:**

All fees must be paid prior to initiating review.

We cannot accept payment through the mail or at the Engineering Services Counter.

For payment of fees: You have 4 different options when paying development review fees.

1) You can pay at the cashier's office in the Aurora Municipal Center. Please make check payable to 'City of Aurora'.

2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.

15151 E Alameda Pky  
Aurora CO 80012  
303-739-7335



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# INVOICE

RSN: 1486724

12-October-2020

INVOICE#: 622119

THE AURORA HIGHLANDS FLG #01  
REVISING SHEETS 33, 35

RYAN LITTLETON  
HR GREEN, INC  
5619 DTC PARKWAY, STE 1150  
GREENWOOD VILLAGE, CO 80111  
720-602-4937 ext

<u>Fee Description</u>	<u>Amount</u>
4902145300 Civil Plans Revision	\$206.00

\$103 X 2.00sheets

<b>TOTAL DUE</b>	\$206.00
<b>PAYMENT RECEIVED</b>	0.00
<b>BALANCE</b>	\$206.00

**PLEASE NOTE:**

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For payment of fees: You have 4 different options when paying development review fees.

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2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.

15151 E Alameda Pky  
Aurora CO 80012  
303-739-7335



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**PLEASE NOTE: THE CITY IS NOW ALLOWING DEFERRAL OF CIVIL PLAN REVIEW FEES UNTIL THE BEGINNING OF THE SECOND REVIEW OF DOCUMENTS. ALL REVIEW FEES MUST BE PAID BEFORE SECOND REVIEW BEGINS. REVISION & PAVEMENT FEES ARE REQUIRED BEFORE 1st REVIEW.**

# INVOICE

RSN: 1487451

17-September-2020

INVOICE#: 619825

THE AURORA HIGHLANDS FLG #01  
REVISING SHEETS 4, 6

RYAN LITTLETON  
HR GREEN, INC  
5619 DTC PARKWAY, STE 1150  
GREENWOOD VILLAGE, CO 80111  
720-602-4937 ext

<u>Fee Description</u>	<u>Amount</u>
4902145300 Civil Plans Revision	\$206.00

\$103 X 2.00sheets

<b>TOTAL DUE</b>	\$206.00
<b>PAYMENT RECEIVED</b>	0.00
<b>BALANCE</b>	\$206.00

**PLEASE NOTE:**

All fees must be paid prior to initiating review.

We cannot accept payment through the mail or at the Engineering Services Counter.

For payment of fees: You have 4 different options when paying development review fees.

1) You can pay at the cashier's office in the Aurora Municipal Center. Please make check payable to 'City of Aurora'.

2) You can pay with credit card or electronic check online at <http://aurora4biz.org/AnyPayment>

3) If you pay with Wire Transfer, please contact the Civil Plan Submittal team at (303-739-7335) immediately to instruct them as to which invoice(s) you are paying.





15151 E Alameda Pky  
Aurora CO 80012  
303-739-7420

*Worth Discovering • auroragov.org*

RSN: 1488704  
25-September-2020

PERMIT#: 20-1868283-000-00  
INVOICE#: 620608  
INVOICE DATE: 09/25/2020

# INVOICE

People RSN: 196326  
RYAN LITTLETON  
HR GREEN, INC  
5619 DTC PARKWAY, STE 1150  
GREENWOOD VILLAGE, CO 80111  
7206024937

**Pond 8571  
revisions  
Job Code 260**

Address: THE AURORA HIGHLANDS FLG #01  
Project Number:  
REVISING SHEETS 106, 151, 152

<b><u>Fee Description</u></b>	<b><u>Amount</u></b>
4902145300      Mylar Plan Difference	309.00
<b>TOTAL DUE</b>	<b>\$309.00</b>
<b>PAYMENT RECEIVED</b>	<b>0.00</b>
<b>BALANCE</b>	<b>\$309.00</b>

Pay these fees online at: <http://aurora4biz.org/AnyPayment/> and search by address or invoice number.