City of Arvada
City Council Agenda

JULY 15, 2024
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:
Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

Staff Members Usually Present:
Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS
6:00 PM

1. Call to Order - 6:00 PM

2. Moment of Reflection and Pledge of Allegiance - Mayor Pro Tem Moorman

3. Roll Call of Councilmembers

4. Approval of Minutes
   A. July 1, 2024 City Council Meeting

5. Recognitions and Communications
   A. Recognition of Angelica Daughtry, Recipient of Adams County Mayors and Commissioners Youth Awards - Presented by Councilmember Feret
   B. Recognition of Ralston Valley Girls Tennis Team - 5A Championship - Presented by Councilmember Fifer

6. Presentations
   A. Sierra Elementary Second Grade Science Project

7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business
   A. Consent Agenda

1. R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00
2. R24-071, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003

B. Resolutions

1. R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
2. R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

C. Ordinances (First Reading)

1. CB24-009, An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

A. Texas Roadhouse request for two Major Modifications from the Land Development Code, generally located at 5550 Wadsworth Blvd, City of Arvada, CO (Presenter: Rob Smetana, Manager of City Planning and Development)

1. A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd.
2. A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd.

B. N/W Jeffco Library request for a Major Comprehensive Plan Amendment and Rezoning for a 9.4 acre parcel approximately located at Candelas Parkway and W 92nd Drive (Presenter: Rob Smetana, Manager of City Planning and Development)

1. CP2024-0002 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, A Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado
2. CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive (Ordinance No. 4874)

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

    A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JULY 1, 2024

1. Executive Session – 3:30 p.m.
   A. Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) Relating to Appointee Evaluations
      - Performance Evaluation for City Manager
      - Performance Evaluation for Municipal Judge

Councilmember Davis moved to go into executive session for a Personnel Matter, Pursuant to C.R.S. 24-6-402(4)(f) Relating to Appointee Evaluations.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott,
The Motion was Approved

1. Call to Order - 6:30 p.m.

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Simpson, Mayor Pro Tem Moorman, Councilmember Davis, Councilmember Feret, Councilmember Fifer, Councilmember Marriott were all present in chambers. Councilmember Ambrose was on Zoom. Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

Also Present: Lorie Gillis, City Manager; Rachel Morris, City Attorney; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Katie Patterson, Communications Manager, Infrastructure; and Kristen Rush, City Clerk.

4. Approval of Minutes – June 17 and June 24, 2024

The minutes stand approved.

5. Recognition and Communication –
   A. Proclamation for National Park and Recreation Month - Presented by Councilmember Davis

Councilmember Davis read the Proclamation and said that City Council proclaims the month of July 2024 as National Park and Recreation Month. Enessa Janes, Director of VCN

and Apex Executive Director Jeff Glenn, along with team members were present to accept the Proclamation.

6. Presentations – None

7. Public Comment –
   A. Brandon Figliolino, addressed council to request the new park be named Serenity Ridge Park

8. New Business
   A. Consent Agenda –
      1. R24-068 A Resolution Authorizing Amendment No. 4 To "A Construction Management/General Contractor (CM/GC) Agreement by and Between the City of Arvada and Archer Western Construction, LLC for the Zephyr (Zone 5) Tank, Project No. 24-WA-10" for Purposes of Awarding Phase II Services, thereby Increasing the Contract Amount from $4,078,293.00, to an Amount Not to Exceed $4,893,063.00

This item was pulled from the agenda and will be scheduled at a later date.

   B. Resolutions –
      1. R24-069 A Resolution Authorizing the Naming of the New City Park Located at 10275 W. 55th Avenue, Arvada, Colorado 80002

Enessa Janes, Director of Vibrant Community and Neighborhoods, reviewed this resolution with council.

Councilmember Fifer moved that R24-069, A Resolution Authorizing the Naming of the New City Park as Serenity Ridge Park, located at 10275 W. 55th Avenue, Arvada, Colorado 80002, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

   C. Ordinances (First Reading) –
      1, CB24-008 An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive (Public Hearing to be set for July 15, 2024 at 6:15 p.m.)

Mayor Pro Tem Moorman moved that CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG

(Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive, be approved on first reading, ordered published in full and a Public Hearing to be set for July 15, 2024 at 6:15 p.m.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

9. Appointment to the Human Services Advisory Committee

Councilmember Feret moved to Appoint Allison Harmon to an unexpired term ending April 30, 2026.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

10. Public Hearings –None

12. Public Comment - Five Minute Limit - None

13. City Council Reports – None

14. City Manager Reports – None

15. City Attorney Reports – None

16. Adjournment at 6:50 p.m.

_____
Lauren Simpson, Mayor

SEAL:

_____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Recognition of Angelica Daughtry, Recipient of Adams County Mayors and Commissioners Youth Awards - Presented by Councilmember Feret

Report in Brief

This past April, the Adams County Mayors and Commissioners Youth Awards held their annual event recognizing youth who have overcome significant adversity. Angelica Daughtry represented Arvada at that event and was recognized by Council Member Feret and the Adams County Commissioners for her hard work in overcoming challenges in her life.

Angelica experienced a transient childhood as an only child with her mom. At 17, she became pregnant with her daughter, Genesis. Due to family struggles, she moved out of her mother's house and into Genesis' father's home when Genesis was an infant.

Now, Angelica works full-time at Famous Footwear and recently got promoted. She is working to be a better mom by taking life skills and parenting classes at Hope House, an Arvada nonprofit supporting teen moms.. Recently, she moved into her own apartment with Genesis and her fiancé Bryshawn. She's also working hard to complete her high school diploma online.

Despite many challenges, Angelica is determined to give Genesis the life she never had. Her story is a testament to hard work and empowerment. Tonight, Angelica is joined by her daughter Genesis, fiancé Bryshawn, and her support team from Hope House.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 5/24/2024
Laura Hemler, Assistant City Attorney 5/24/2024

Approved by:

Linda Haley, Deputy City Manager 5/24/2024
Rachel Morris, City Attorney 5/31/2024
Lorie Gillis, City Manager 6/3/2024

Enclosure, exhibits & attachments required to support the report

presented to

ANGELICA DAUGHTRY

As a Recipient of the Adams County Mayors and Commissioners Youth Awards

Presented this 17th day of June, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 5.B.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Recognition of Ralston Valley Girls Tennis Team - 5A Championship - Presented by Councilmember Fifer

Report in Brief

The Ralston Valley Girls Tennis Team turned a season of dominance into their first state title - the first time a Jeffco school has ever won a girls' tennis team title Class 5A championship in the largest division in girls' tennis. Their championship was earned with a hard-fought victory over Cherry Creek at the Denver Tennis Park on May 14th. Since the Colorado girls tennis team state championships began in 1975, Cherry Creek has won a team title in all but 10 seasons. Defeating Cherry Creek in the finals has been a goal for this team for many years. Coach Kim Greason has been head coach of the Girls Tennis team at Ralston Valley for 21 years and is also the head tennis professional at the Apex Tennis Center. Congratulations to Coach Greason, the entire 2024 Girls Tennis team and all involved with this championship-winning program at Ralston Valley High School.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Linda Haley, Deputy City Manager 7/3/2024
Don Wick, Deputy City Manager 7/3/2024

Enclosure, exhibits & attachments required to support the report

presented to

RALSTON VALLEY GIRLS TENNIS TEAM

For winning their first state title and being the first Jefferson County school to ever win a Class 5A Girls Tennis Championship

Presented this 15th day of July, 2024

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 6.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Sierra Elementary Second Grade Science Project

Report in Brief

PRESENTER: Rachael Kuroiwa

Sierra Elementary's Second Graders studied potential erosion at Church's Ditch during the 2023-2024 school year. They developed creative solutions to prevent erosion that they will share with Arvada City Council for consideration.

Orion Kuroiwa has prepared a brief presentation of three student projects from Sierra Elementary's Second Grade. The students investigated erosion at Church's Ditch, learned about the effects of erosion and flooding on the community and engineering solutions. The creative designs are shared with City Council for their consideration.

Prepared by:
Rachael Kuroiwa, Director of Communications & Engagement

Reviewed by:

Approved by:

Laura Hemler, Assistant City Attorney	6/26/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Consent Agenda

Report in Brief

R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00

R24-071, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003

Suggested Motion: Moved by: _____ I move that the Consent Item(s), Number(s)_____
be
(Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed Indefinitely).

YES _____ NO _____ ABSENT _____

That All/Remaining Consent Items be (Approved) (Rejected).

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00

Report in Brief

Council action is requested in the attached resolution authorizing an agreement with E-Z Excavating, Inc., for an amount not to exceed $4,662,989.00. This annual capital maintenance project involves open cut replacement of approximately 21,272 linear feet of 8- and 12-inch water mains in the Sierra Vista neighborhood between W 80th Ave & W 74th Place and Kipling St & Oak St.

The Arvada team recommends that the City Council approve R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00.

Financial Impact

CIP Project: 24WA01 - 2024 Water Main Replacement
Financial Impact: $4,662,989.00
This is a one-time request for Project Construction costs.
Funding Source: Bond Funds & Water Utility Fees
Type: Bond Funds & Enterprise Fund : Water Project Account Numbers. 41.734011.58105(bond) & 41.735030.58105 (bond funds to be used first)

Background

The 2024 Water Main Replacement project will address aging utility infrastructure that was constructed prior to 1980 and is nearing the end of its 50-year life cycle. As parts of the system that are approaching the end of the life cycle are identified, the Arvada team conducts analysis in order to set the replacement priorities. The analysis generally includes leak history, age, and related risk factors associated with the condition of water mains, meters, valve boxes and pipelines.

The Sierra Vista Neighborhood was selected for this year's water main replacement location due to the number of water main breaks in the area in recent years and the age of the infrastructure.

Discussion

Bids for this project were opened at 2:00 p.m. on June 7, 2024, and five (5) bids were received. Detailed bid tabulations are attached, and the bids are summarized here as follows:

1.	American West Construction, LLC	$8,778,280.00
2.	BT Construction	$8,319,125.00
3.	Diamond Contracting Corp.	$5,612,872.00
4.	E-Z Excavating, Inc.	$4,662,989.00
5.	SMH West	$6,121,357.00

E-Z Excavating was the lowest qualified bidder. This work is expected to take 365 days to complete with construction completion expected by August 2025.

Funds for this project are available in the water project account numbers 41.734011.58105(bond) & 41.735030.58105.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Work System Services within the City Council Strategic Plan. Specifically, the recommended action is consistent with INF1: Provides the community with a safe, resilient, high-quality water supply, drainage system, wastewater disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

Not Applicable

Recommendation for Action

The Arvada team recommends that the City Council approve R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00.

Suggested Motion:

I move that R24-070, A Resolution Authorizing an Agreement By and Between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, In an Amount Not to Exceed $4,662,989.00, be (approved) (rejected).

Prepared by:
Jennifer Ventura, Civil Engineer

Reviewed by:

Approved by:

Mary Stahl, Senior Civil Engineer	6/24/2024
Jenny Wolfschlag, City Engineer	6/24/2024
Jacqueline Rhoades, Public Works Director	6/25/2024
Bryan Archer, Director of Finance	6/26/2024

Tammy Hedlund, Legal Specialist	7/1/2024
Jessica Morales, Assistant City Attorney	7/1/2024
Don Wick, Deputy City Manager	7/1/2024
Rachel Morris, City Attorney	7/2/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-070

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and E-Z Excavating, Inc. for the 2024 Water Main Replacement, Project No. 24-WA-01, in the amount not to exceed $4,662,989.00.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of July, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND E-Z EXCAVATING, INC. FOR THE 2024 WATER MAIN REPLACEMENT, PROJECT NO. 24-WA-01, IN AN AMOUNT NOT TO EXCEED $4,662,989.00

This Agreement made this _____ day of _____, 2024, by and between the City of Arvada, a Colorado home rule municipal corporation ("Arvada" and/or "City") and E-Z Excavating, Inc., a Colorado Corporation ("Contractor").

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

WITNESSETH:

WHEREAS, Arvada solicited proposals from interested construction professionals for the provision of construction services related to its 2024 Water Main Replacement, Project No. 24-WA-01, as described in the Contract Documents (the "Project" or the "Work"); and

WHEREAS, based on Contractor's submissions, Arvada has selected Contractor for the Project; and

WHEREAS, Arvada and Contractor desire to enter into this Agreement regarding the construction of the Project.

NOW, THEREFORE, for and in consideration of the covenants, promises, and payments hereinafter mentioned, the parties agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

1.1. **The Services.** Contractor agrees to furnish or arrange for the construction services set forth in the Contract Documents and required for the completion of the Project within the timeframe provided in the Contract Documents. Contractor represents that it is thoroughly familiar with, and understands, the requirements of the Project's scope and is experienced in the construction of projects of the type and scope contemplated by the Contract Documents. Contractor represents to Arvada that Contractor has all necessary education, skill, knowledge, expertise and experience required for construction of the Project, and will maintain, at all times during the term of this Agreement, such personnel on its staff to provide the services contemplated hereby within the time periods required hereby. In addition, Contractor represents that it or Arvada-approved subcontractors or subconsultants performing services under this Agreement have all applicable licenses required by the State of Colorado to perform such services and all required insurance coverage as required by this Agreement and by law.

1.2. **Cooperation.** The Contractor shall endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Arvada, Arvada's Consultants, and Arvada's residents so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.

1.3. **Preparation/Sufficiency of Site.** Before commencing the Project, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated October 23, 2023, Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) review and analyze all Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

1.3.1. Contractor acknowledges that the applicable and current Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements is dated **October 23, 2023**. The Competitive Sealed Bid incorrectly referred to the date of August 21, 2023.

1.4. **Contract Documents.** The Contract Documents are incorporated herein by reference. The term "Contract Documents" means and includes the following:

A. Arvada's solicitation entitled Competitive Sealed Bid #24-ENG-046, 24-WA-01 2024 WATER MAIN REPLACEMENT PROJECT, including all exhibits and/or addenda ("Arvada's CSB" or "CSB");
B. Contractor's Response to CSB, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond ("Contractor's Response");
C. Notice of Award;
D. Performance and Payment Bond;
E. Notice(s) to Proceed;
F. Change Orders (if any);
G. City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated October 23, 2023;
H. Requests for Information and Responses (if any);
I. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications (if applicable).

1.5. **Interpretation of Contract Documents.** In the event of conflicts or discrepancies among the Contract Documents, the documents shall govern in the following order: (1) the Agreement; (2) Arvada's CSB; (3) City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements dated October 23, 2023; (4) Contractor's Response; (5) Change Orders; (6) Requests for Information and Response.

ARTICLE 2. ARVADA'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

2.1. **Project Information.** Contractor acknowledges that Arvada has provided Contractor with information regarding Arvada's requirements for the Project as set forth in the Contract Documents, including Project Specifications.

2.2. **Arvada's Budget.** Arvada has established, and will update, an overall budget for the Project, including amounts allocated for construction, Arvada's other costs, and reasonable contingencies related to these costs as appropriate.

2.3. **Arvada's Representative.** Arvada will designate a representative authorized to act on Arvada's behalf with respect to the Project.

2.4. **Purpose of Arvada's Review.** Arvada's review, inspection, or approval of any work, Testing Documents, Applications for Payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Arvada's standards, policies and requirements. No review, inspection, or approval by Arvada of such work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its construction services. Approval by any governmental or other regulatory agency or other governing body of any work, Testing Document, or the Construction Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to the Agreement shall not constitute waiver of any of Arvada's rights under the Agreement or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Arvada. Notwithstanding the foregoing, reasonable notice shall be given by Arvada to the Contractor if Arvada becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

ARTICLE 3. CONSTRUCTION SERVICES REQUIREMENTS AND STANDARDS

3.1. **Quality of Construction Services.** Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide construction services that meet all industry standards, including all environmental and regulatory requirements. Arvada will provide and be responsible for all material testing and all other testing if needed.

3.2. **Arvada's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-calendar

day period after written notice from Arvada to commence and continue correction of such default or neglect with diligence and promptness, Arvada may after such seven-day period, without prejudice to other remedies Arvada may have, correct such deficiencies. In such a case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to Arvada within ten days of receipt of an invoice for such amounts from Arvada.

3.3. **Legal Standard.** Contractor shall furnish construction services in accordance with industry standards currently practiced by construction professionals on projects similar in size, complexity and cost to the Project.

3.4. **Construction Standards.** Contractor shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, and the requirements set forth in the Contract Documents. In addition, the Contractor's work shall comply with all applicable building codes, accessibility laws and regulations, environmental regulations, and other applicable legal requirements in effect at the time of the work. To the extent Arvada's standards exceed applicable legal requirements, such standards shall be met unless Contractor obtains a variance from Arvada in writing.

3.5. **Permits.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule. Contractor's responsibility includes providing environmental services and permitting coordination as further described in the Contract Documents.

3.6. **Notice of Non-Compliance.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Arvada, and shall at once report to Arvada any errors, inconsistencies or omissions discovered as well as any foreseeable constructability issues arising from the project specifications and/or site conditions. If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistent, omission or constructability issue in the Contract Documents without such notice to Arvada, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction, including reimbursement for any delay caused to the Project.

ARTICLE 4. CHANGES TO THE WORK

4.1. **Field Engineered Changes**. Arvada may modify the construction plans including changing the slope and alignment of flow lines and appurtenances or modifying other improvements as necessary to accommodate construction around existing utilities or other field conditions. No additional compensation shall be made for minor costs and

inconveniences incurred while performing field engineering changes as directed by Arvada or its Consultant. No additional compensation shall be made for any down time encountered while Arvada determines what field engineered changes would be appropriate to accommodate construction around existing utilities or other field conditions. Reasonable time must be allowed for Arvada or its Consultant to design field engineered changes. Any additional costs for performing field engineered construction changes to accommodate existing utilities or other field conditions and for also allowing Arvada reasonable time to design field engineered changes as necessary to complete the work shall be considered a subsidiary obligation of the contract.

4.2. **Pre-Construction Meetings.** Contractor agrees to assist in the preparation for and to participate in any pre-construction meetings with Arvada.

4.3. **Arvada Change Orders.** Arvada may, by written order signed by Arvada, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.

4.4. **Contractor Requested Change Orders.** The Contractor may request a Change in the Work ("Requested Change Order"), including one or more of the following: (a) changes in scope of services; (b) completion date; (c) contract amount; (d) any applicable material modifications; and, (e) any other matters that the parties deem necessary.

4.5. **Change Order Contents.** Any Requested Change Order shall include (a) a detailed description of the requested change to the original contract; (b) itemized documentation of any subcontractor costs; (c) the total costs associated with the proposed change; (d) the impact on the project completion date, if any, associated with the proposed change; and (e) a statement of the contractual basis for the requested change.

4.6. **Basis for Change Order Requests.** The following may be considered a valid basis for requesting a Change Order: (a) Contract Document error or omission; (b) Arvada induced enhancement; (c) unforeseeable constructability issue; (d) unforeseeable geotechnical issue. The following will not be considered a valid basis for requesting a Change Order absent extraordinary circumstances: (a) utility relocation; (b) utility conflicts; (c) foreseeable geotechnical issue; (d) foreseeable constructability issue; (e) defective construction.

4.7. **Written Authorization Required.** The Contractor shall not proceed with any change in the Work without the appropriate written authorization.

ARTICLE 5. SUPERVISION AND CONSTRUCTION PROCEDURES

5.1. **Supervision.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for

coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters.

5.2. **Acts and Omissions of Subcontractors and Agents.** The Contractor shall be responsible to Arvada for acts and omission of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

5.3. **Inspection and Subsequent Work.** The Contractor shall be responsible for inspection or portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

ARTICLE 6. COMPENSATION.

6.1. **Completion of Services.** Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work within Arvada's timeframe and monetary limitations set forth below:

6.1.1. Contractor shall commence the Work required by the Contract Documents within seven calendar days after the date of the Notice to Proceed, unless otherwise mutually agreed-upon by the Parties in writing;

6.1.2. Contractor shall complete the Work required by the Contract Documents within **365 days** after the date of the Notice to Proceed, unless otherwise mutually agreed-upon by the Parties in writing; and

6.1.3. Compensation Amount. Contractor agrees to perform the Work for an amount not to exceed **$4,662,989.00.**

6.2. **Term.** This contract shall commence on the date of Arvada's execution of the Agreement and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been accepted by the City's authorized representative, unless otherwise agreed to in writing by the parties, subject to availability of funds, or Arvada's termination for convenience under the Contract Documents. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

6.3. **Additional Services.** While Arvada has listed its major requirements for its solicitation in the Contract Documents, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the Bid Schedule amounts contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

6.4. **Payment for Services.** At least 20 calendar days before the date established for each monthly progress payment, the Contractor shall submit to Arvada an itemized Application for Payment for construction completed in accordance with the Bid Schedule. Such

application shall be supported by such data substantiating the Contractor's right to payment as Arvada may require, such as copies of invoices or requisitions from subcontractors and material suppliers and reflecting retainage. Arvada shall pay NET 30 days for services performed in accordance with the Bid Schedule and with this Agreement, but in no event shall the total Contract Amount exceed $4,662,989.00 absent a properly executed Change Order. Measurement of the work performed and monthly payment shall be made in accordance with requirements of the Measurement and Payment Section in the Contract Documents unless otherwise specifically provided herein.

6.5. **Non-Conforming Materials or Construction.** Where materials installed or the finished product fails to meet minimum requirements of the Contract Documents, the basis of determining final payment to the Contractor shall be determined by the Arvada project manager.

6.6. **Retainage Requirements.** Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.,* C.R.S. § 24-91-101 *et seq*). Payment from Arvada will be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.

ARTICLE 7. MISCELLANEOUS.

7.1. **Waiver.** No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

7.2. **Strict Compliance.** No failure of Arvada to insist upon strict compliance by the Contractor with any provision of the Contract Documents shall operate to release, discharge, modify, change or affect any of the Contractor's obligations.

7.3. **Successors and Assigns.** Arvada and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors and assigns of such other parties with respect to all covenants of this Agreement. Contractor shall not assign (whether partially or wholly) this Agreement whether by operation of law or otherwise, without the written consent of Arvada. If Contractor makes an assignment in accordance with this provision, Contractor shall nevertheless remain legally responsible for all obligations arising under the Agreement, unless otherwise agreed in writing by Arvada.

7.4. **Additional Documents.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

7.5. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this

Agreement except as otherwise expressly authorized herein. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

7.6. **Paragraph Captions.** The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

7.7. **Integration, Amendment, and Severability.** This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

7.8. **Notices.** Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent electronically, or by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when electronically sent or when deposited in the United States mail.

7.9. **Binding Authority.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

7.10. **Preferences in Employment of Colorado Labor.** To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.,* as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

7.10.1. Colorado labor shall be employed to perform eighty percent (80%) of the work.

7.10.2. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.,* as amended.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

(Signatures on next page.)

CITY OF ARVADA, a Colorado home rule municipal corporation

_____
Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

E-Z EXCAVATING, INC., a Colorado Corporation

_____
Nick Davies
President
8123 Indian Peaks Ave.
Frederick, CO 80516
PDavies@EZexcavating.com

24-ENG-046 24WA01 2024 Water Main Replacement Project

An Agreement By And Between The City Of Arvada And E-Z Excavating, Inc. For The 2024 Water Main Replacement, Project No. 24-WA-01, In An Amount Not To Exceed $4,662,989.00

COMPETITIVE SEALED BID

BID #:	**24-ENG-046**
Title:	**24-WA-01 2024 WATER MAIN REPLACMENT PROJECT**
Issue Date:	5/14/2024
Mandatory Pre-bid Meeting:	5/22/2024 – 9:00 AM am MT Location: Arvada City Hall 8101 Ralston Road, Arvada, CO 80002 Anne Cambell Room 1st Floor
Questions Deadline:	05/29/2024 2:00 pm MT Questions must be submitted through BidnetDirect.com. Responses will be posted on Bidnet via addendum.
Bid Due Date: **Virtual Opening Information**	**6/05/2024 2:00 pm MT** Join Zoom Meeting https://arvadaco-gov.zoom.us/j/82031929863?pwd=BGasj4K8qKLCJ85MrWJ9LxDxFyQLFq.1 Meeting ID: 820 3192 9863 Passcode: 946745
Bid Delivery address:	Electronic Submissions must be submitted online at BidNetDirect.com by the above date and time. Late responses will not be considered for award.
Project Delivery Date:	365 Days after NTP

For additional administrative information not related to the project, contact: Doreen Mazza, dmazza@arvada.org
Contact with the requesting department may result in vendor disqualification.

Documents included in this Request:

Cover Page page 1
Advertisement for Bidders page 2
General Terms and Conditions page 3
Special Terms and Conditions for Bidders page 5
Insurance Requirements page 7
Project Special Provisions page 9
Submittal Forms to be completed and returned
- Bid Bond page 21
- Bid Proposal page 22
- Sample Bid Schedule page 23
- Required Contractor Submittal Form page 24
- Preview of Documents if Awarded page 25

Attachments: Stormwater Management Plan
24-ENG-046 24WA01 2024 Water Main Replacement Plans – Bid Set

ARVADA'S VISION MISSION AND VALUES

VISION: We dream big and deliver.
MISSION: We are dedicated to delivering superior services to enhance the lives of everyone in our community.
VALUES:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives. **Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.
Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

ADVERTISEMENT FOR BIDS

Submit bids electronically on Bidnetdirect.com for the construction of City of Arvada, Project No. 24-WA-01

Project Title: 2024 Water Main Replacement

The BID DOCUMENTS, consisting of Advertisement for Bids, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum when issued, Bid Bond, Bid Proposal, Bid Schedule, Performance and Payment Bond, Submittal Checklist and References, Sample documents, and the Project Drawings may be examined at the following location: www.bidnetdirect.com

No cost bid documents may be obtained at www.bidnetdirect.com on or after May 14, 2024.

ESTIMATED QUANTITIES OF THE MAJOR ITEMS OF WORK ARE:

Furnish and Install 8" Dia. Water Main w/Fittings and Restrained Joints	16,812 LF
Furnish and Install 12" Dia. Water Main w/Fittings and Restrained Joints	3,132 LF
Furnish and Install 8” Gate Valve & Box	59 EA
Furnish and Install 12” Gate Valve & Box	18 EA
Furnish and Install Wet Tap Valve on 36” Transmission	1 EA
Furnish and Install Fire Hydrant Assembly	24 EA
Connect to Existing 6” Pipe	13 EA
Connect to Existing 8” Pipe	7 EA
Connect to Existing 12” Pipe	1 EA
Chlorination & Pressure Test	28 EA
Install 3/4:” Dia. Service Line Pipe and Reconnect Service	253 EA
Install 3:” Dia. Service Line Pipe and Reconnect Service	1 EA
Abandon Valve Box	56 EA
Remove Existing Fire hydrant	24 EA
Remove and Dispose of Asbestos Cement Pipe	947 LF
Oak St Vault Demo and Restoration	1 LS
36”x30” Transmission Vault Hatch Replacement	1 EA
Epoxy Protective coating for SS Maintenance Hole	13 EA
Asphalt Removal and Replacement	11,580 SY
Type 1 directional Ramp	1 EA
Concrete Removal and Replacement	208 SY

Miscellaneous items include citizen notification, traffic control, and other appurtenances – See Bid Tab for complete bid item list.

Bidders, subcontractors and suppliers must be familiar with the current City of Arvada *Engineering Code of Standards and Specifications*, dated August 21 ,2023, which will be combined with the Bid Documents to form the Contract Documents for the Project. A copy of the Standards may be obtained from the office of the City Engineer upon a non-refundable payment of $50.00. Holders will be notified when supplemental revisions and additions are available as they are adopted. The Standards are also available at no cost on the City's web site at https://www.arvadaco.gov/167/Engineering-Code. Holders are responsible for keeping current their City of Arvada Engineering Code of Standards and Specifications.

Date: 5/9/2024

CITY OF ARVADA

CHRIS LISBERG, ASSISTANT CITY ENGINEER
ON BEHALF OF CITY ENGINEER

8101 Ralston Road
Arvada, Colorado 80002

GENERAL TERMS AND CONDITIONS

1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

2. TAXES. The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

3. NO INDEMNIFICATION BY ARVADA. The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

4. INDEMNIFICATION OF CITY.
A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.
(or)
B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

5. NO OPINION OF COUNSEL LETTERS. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

6. CONFIDENTIAL DOCUMENTS. Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. *See, International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District,* 880 P.2d 160 (Colo. App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101*et seq*. and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without Arvada's prior written approval. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

13. RIGHT TO TERMINATE. The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

14. COMPLIANCE WITH ALL LAWS. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

15. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

16. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

17. FORCE MAJEURE. Any delays in or failure of performance by any party of its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

18. BINDING ARBITRATION PROHIBITED. The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

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

20. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

21. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.,* as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.,* as amended.

22. RETAINAGE REQUIREMENTS. Contractor agrees to submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (*see e.g.,* C.R.S. §§24-91-101 *et seq.*). Payment from Arvada will traditionally be paid NET (15) days but no later than NET thirty (30) days. Invoices will accurately reflect actual work completed by Contractor.

23. ACCESSIBILITY COMPLIANCE.

23.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 *et seq.*)("CADA"), which requires all digital and online platform and content providers to comply with the minimum *Accessibility Standards for Individuals with a Disability*, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.

23.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum *Accessibility Standards for Individuals with a Disability* at all times.

23.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (23.2) above.

23.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (23.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. Bids submitted electronically on the BidnetDirect.com website only become available to the City of Arvada after the bid closes. Bidder shall assume full responsibility for timely upload of bid to the BidnetDirect website. The City reserves the right, where its best interest will be served, to accept or reject any conditional or qualified bid.

2. QUANTITY AND NATURE OF THE WORK. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including Addendum. After Bids have been submitted the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

3. CONTENTS OF BID. Contractors are required to submit Bids with the following conditions:

1) Contractors shall make all investigations necessary to inform themselves of the sites affected and the work required by the Solicitation.
2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Bids. A copy of such addenda will be publicly posted with the original CSB posting.
4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. BID SECURITY. Each Bid must be accompanied by a PHOTO of the Bid Bond, on the form attached to these contract documents, payable to the City for five (5) percent of the total amount of the Bid. As soon as the bid Prices have been compared, the City will issue intent to award on the Bidnetdirect.com web site. The vendor who is named as the intent to award Contractor must submit the physical Bid Bond within 10 days or the intent to award may be revoked. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved after which it will be returned. A certified check may be used in lieu of a Bid Bond.

5. POWER OF ATTORNEY. Attorneys-in-fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. QUALIFICATION OF BIDDER. The City may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract Agreement and to complete the work contemplated therein. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical, and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

7. AWARD OF CONTRACT. A contract/s shall be awarded to the lowest-priced responsible and most responsive bidder/s whose bid meets the requirements and criteria set forth in the CSB within the limits of funds available and that best serves the City's

interest. The City, within seven (7) calendar days of receipt of acceptable Contract Security and the Contract Agreement, signed by the Bidder to whom the Contract was awarded, shall sign the Contract Agreement and return to the Bidder an executed copy of the Contract Agreement. Should the City not execute the Contract Agreement within such period, the Bidder may, by written notice, withdraw their signed Contract Agreement. Such notice of withdrawal shall be effective upon receipt of the written notice by the City.

8. NOTICE OF AWARD AND FAILURE TO ENTER INTO CONTRACT. The party to whom the Contract is to be awarded will be required to execute the Contract Agreement, obtain Certificates of Insurance and a Performance and Payment Bond, as Contract security, within five (5) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract Agreement and the necessary Performance and Payment Bond forms. In case of failure of the bidder to execute the Contract Agreement and provide satisfactory Insurance and Contract Security, the City may at its option, consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the City.

9. CONTRACT DOCUMENTS. The Contract Documents consisting of the Bid Documents, which include the Advertisement for Bids, Information for Bidders, General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, Addendum, Bid Bond, Bid Proposal, Bid Schedule, Vendor Submittal Form, Construction Drawings, Supplemental Specifications and the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", dated August 21, 2023, which include the Measurement and Payment specifications, and the attached Notice of Award form, Contract Agreement form, Performance and Payment Bond form, Notice to Proceed form, and Change Order form, when combined, contain the provisions required for the construction of the Project. Information obtained from an agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

10. TERM OF CONTRACT. This contract shall commence on the date of the purchase order or contract execution and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Bid have been accepted by the City's authorized representative. Any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

11. PRICING SHALL BE FIXED AND FIRM. The prices offered by the Contractor shall remain fixed and firm for at least 90 ninety days. No changes in the Bid shall be allowed after the date and time of the Bid deadline due to error by the Contractor.

12. CONTRACT SECURITY. A Performance and Payment Bond, on the form attached to these contract documents, in the amount of 100% of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract.

13. NOTICE TO PROCEED. The Notice to Proceed shall be issued within seven (7) calendar days of the execution of the Contract Agreement by the City. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. In the event the Notice to Proceed has not been issued within the seven day period or within the period mutually agreed upon the Contractor may terminate the Contract Agreement without further liability on the part of either party.

14. MODIFICATION OR WITHDRAWAL OF BIDS BY CONTRACTOR.

Modifications to Bids- Changes to the Bid after the submission deadline shall be allowed only when the Contractor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the Contractor's name, address, Solicitation Number and title included.

Withdrawal of Bids- If a Bid is withdrawn by Contractor after the Bid Opening, the City may, at its option, suspend the Contractor for a six (6) month period following the withdrawal. Withdrawal of the Bid after the Bid Opening will result in the Contractor forfeiting the provided Bid Bond.

15. REJECTION OF OFFERS BY CITY.

A. The City may reject a Bid, in whole or in part, for reasons including, but not be limited to:
   1) The Contractor misstates or conceals any material fact in its Bid;
   2) The Contractor's Bid does not strictly conform to the law or requirements of the Solicitation;
   3) The Bid expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
   4) The Bid does not include documents which are required for submission with the Bid; or
   5) The Bid has not been executed by the Contractor through an authorized signature.

B. The City may, at its sole and absolute discretion:
   1) Reject all or parts of Bids submitted by prospective Contractors;
   2) Re-advertise this Solicitation;
   3) Postpone or cancel the Solicitation;
   4) A Bid may not be accepted from, nor any contract be awarded to, any person or firm which
      a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
      b) has failed to perform faithfully any previous contract with the City, State or Federal government for a minimum period of one (1) year after this previous Contract was terminated for cause.

c) has pending litigation against the City on the date and time that the Solicitation is due.

16. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Bid, it shall be agreed that the Contractor's Bid fully complies with all conditions identified in this Solicitation.

17. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED. Bids will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Contractors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

18. ELECTRONIC PAYMENT METHODS - CITY OF ARVADA SINGLE USE ACCOUNT.
Contractors are encouraged to consider the following method of payment.

Single Use Account: The City incorporates the use of Single User Accounts as an option to seamlessly process payment of larger dollar purchase orders and contracts to vendors/contractors/providers. A secure, one-time payment transaction account processes to pay invoices via the Contractor's merchant bank. Invoice payments have an enhanced speed-of-pay cycle that can significantly benefit cash flow.

19. CONDITIONS OF WORK AND OBLIGATION OF BIDDER. Each Bidder is responsible for independently inspecting the site and for reading and being thoroughly familiar with the Contract Documents and for providing the names of major suppliers and sub-contractors in the space provided on the Bid Proposal form. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to their Bid Proposal.

20. CONTRACTOR LICENSE. The Contractor to whom the contract is awarded and any subcontractors employed by the Contractor must have or acquire the appropriate Contractor's license issued by the City of Arvada Engineering Division, including submittal of license bond, necessary insurance certificate, and license fee before initiating any work. The Contractor and any subcontractors will also be required to obtain a no charge Public Improvements Permit from the City of Arvada Engineering Division prior to initiating any and all work on this project.

21. PERFORMANCE MEASUREMENTS FOR SERVICES MORE THAN $15,000.
The City has incorporated Performance Management into its organizational culture. The City will monitor and report on the following performance measures. These measures will determine, in part, renewals and eligibility for future awards. Measures include: (a) safety as defined by observation and OSHA reportable injuries, (b) quality of contracted work, (c) work completed within required schedule, (d) administration and coordination of estimates, RFIs, ASIs, change orders, pay requests and close out documents, (e) fair and justifiable change orders, (f) responsiveness and follow through on requests.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than $15,000.

22. PREPARATION AND SUBMISSION.
Bids will be prepared as follow:

1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
3) The only authorized version of this Bid is posted on WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda, and communications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected Contractor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than $1,000,000 for bodily injury and property damage for each occurrence and not less than $2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.

2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is

to be carried for a minimum limit of $1,000,000 each accident/disease and $2,000,000 aggregate.

3. ☒ **Automobile Liability** for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.

4. ☒ **Umbrella Liability** of $5,000,000.00, following form to the Commercial General Liability.

5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than $1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.

7. ☒ **Pollution Legal Liability Insurance** for limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

8. ☐ **Privacy/Network/Cyber Liability Insurance f**or limits not less than $1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.

- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.

- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the Contractor fails to submit the required insurance documents within 15 calendar days after notice to submit such policies is given to the Contractor by a City representative, the Contractor may be in default of the Award.

- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.

- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

SPECIAL PROVISIONS

City of Arvada Project No. 24-WA-01, Project Title: 2024 Water Main Replacement

Conditions peculiar, but essential, to the successful performance and acceptance of the work on this project are itemized below. As such, they shall take precedence over the City of Arvada Engineering Code of Standards and Specifications (latest edition).

A. GENERAL CONSIDERATIONS

SC-A-1 **MINIMUM REQUIRED QUALIFICATIONS:** Evidence of these qualifications must be submitted.

1. Successful installation of an average of 10,000 LF or more of 4–16-inch waterline in the Front Range of Colorado in each of the last three calendar years. Front Range Colorado is defined as Fort Collins to Pueblo.
2. Three references: two of which must be on projects for the proposed Project Manager and one of which must be on projects for the proposed superintendent. All references must be from Colorado entities.
3. Resumes for the proposed superintendent and project manager must be provided.

SC-A-2 **CONTRACT TIME AND LIQUIDATED DAMAGES**: This project is to be completed, including cleanup, within 365 consecutive calendar days after the date to be specified in the Notice to Proceed, unless the contract time is adjusted by change order. The Contractor shall agree to pay to the Owner, as liquidated damages, the sum as identified in subsection 1121.07 Time for Completion and Liquidated Damages, for each consecutive calendar day that the work exceeds the allotted contract time.

SC-A-3 **MEASUREMENT AND PAYMENT**: Measurement of the work performed and payment, at the unit or lump sum price quoted in the Bid Schedule, shall be made in accordance with requirements of the Measurement and Payment Section of the City of Arvada Engineering Code of Standards and Specifications or as hereinafter stated in the Special Conditions.

SC-A-4 **NON-CONFORMITY OF MATERIAL OR FINISHED PRODUCT**: Materials not in conformance with contract requirements or these Standards and Specifications shall be considered defective and shall be rejected. Rejected materials shall be removed from the work site, and Contractor shall be required to replace and/or repair materials to meet the Contract Documents.

SC-A-5 **TAXES**: The City of Arvada is exempt from Colorado State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the Contract Price**.**

SC-A-6 **OSHA REQUIREMENTS:** Observing the rules and regulations required by the Occupational Health and Safety Administration (OSHA) is the responsibility of the Contractor on this project.

SC-A-7 **CITY HOLIDAYS:** There shall be no weekend or after hours work without formal approval. A formal request must be submitted to the Project Engineer **14** calendar days in advance. There shall also be no construction during City observed holidays. Arvada observed holidays generally include New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

The Contractor, when performing work on a city holiday, Saturday, Sunday, or in excess of ten (10) hours on a weekday, in accordance with Table 18-3 Miscellaneous Inspections and Other Fees of the City of Arvada's Administrative Fee Schedule, agrees to reimburse the Owner for the inspector's time at the following rate:

First 2 hours, or fraction thereof: $150.00
Each additional 2 hours or fraction thereof: $150.00

Payment shall be made payable to the City of Arvada within ten days of the date of invoice from the Owner.

SC-A-8 **PERMITS REQUIRED:** As a subsidiary obligation of the contract, the Contractor shall obtain all required permits needed for the project to include those required by other agencies as outlined in section 144.00 Permissions and Permits Required by Other Agencies of the City of Arvada Standards and Specifications and SC-A-9 – Stormwater Construction Permits. City of Arvada permits that may be required for this project are.

1. City of Arvada Capital Improvement Project Permit
2. City of Arvada Site Disturbance Permit (see SC-A-9 – Stormwater Construction Permits)

SC-A-9 **STORMWATER CONSTRUCTION PERMITS:** As a subsidiary obligation of the contract, the Contractor shall obtain a Construction Stormwater Discharge Permit from the Colorado Department of Public Health and Environment, Water Quality Control Division, Permit Enforcement Section, prior to clearing, grading, or excavating a site of one (1) acre or more. A copy of the approved permit must be submitted to the City of Arvada Engineering Division prior to the start of clearing, grading or excavating of the site. A copy of the approved permit must also be available on the project site at all times during construction.

Contractor shall also obtain a Colorado state Construction Dewatering Discharge Permit from the Colorado Department of Public Health and Environment for all areas where trench dewatering is required and water is discharged into a storm sewer, channel, irrigation ditch or any waters of the United States. A copy of the approved permit must be submitted to the Engineer prior to the start of any dewatering. A copy of the approved permit must also be available on the project site at all times during construction.

In addition, the Contractor shall be required to obtain a City of Arvada Site Disturbance Permit on projects that disturb 10,000 square feet or more of land. The City of Arvada oversees construction sites within their jurisdiction to minimize the potential for pollutants to leave the site, including sediment. A Site Disturbance Permit is issued to owners, developers, contractors, or builders who must install and maintain adequate best management practices (BMPs) to control pollutants.

SC-A-10 **CONSTRUCTION WATER:** All construction water will be provided by the City free of charge through existing City owned fire hydrants. Contractor will be required to obtain a hydrant meter from the City Utilities division which will require a $2,000 refundable meter deposit upon return of the meter in acceptable working condition.

SC-A-11 **MINOR CONTRACT REVISIONS:** Miscellaneous modifications in the work, ordered by the Project Engineer in the form of a written or verbal field order, will be considered a minor contract revision. Payment for accepted work performed under this pay item "Minor Contract Revision" will be made in accordance with subsection 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications. If the contractor feels that a field order issued by the Engineer entitles the contractor to a change in the total contract price or time, or both, (i.e. the contractor feels that the field order involves costs over and above the amount available in the Minor Contract Revisions bid item) then the Contractor shall notify the Engineer, in writing, within 5 days after receipt of the field order. The Contractor shall not execute any such field order changes ordered by the Engineer pending the receipt of a written Change Order document executed either by the City Manager or Mayor authorizing an increase in the total contract price. Any such work completed by the contractor prior to receipt of an executed Change Order will be at the contractor's risk and be subject to removal by the contractor should a Change Order not be approved and executed by the City Manager or Mayor for such work.

Acceptable uses for the minor contract revisions are as follows: minor pipe length changes, number of service connections, valves, taps, and any minor asphalt quantity changes. All other changes that are required must follow the change order request process provided in Special Conditions section SC-A-12, Change Orders.

SC-A-12 **CHANGE ORDERS:** The City shall reserve the right to approve or reject any submitted change order requests from the contractor. Any change order request that is submitted to the City will require (5) business days to review and provide feedback. If the change order request presented is not justified with proper documentation, it will not be reviewed until adequate documentation has been provided. All change order requests are not to exceed the overall unit cost provided in the bid fees summary sheet. Any changes that are not covered via SC-A-13; Field Modifications need to be properly documented and submitted to the Project Engineer for review.

Acceptable justification for change orders must follow SC-A-11, Minor Contract Revisions

SC-A-13 **FIELD MODIFICATIONS**: Field modifications shall be documented using one of the following methods:

Request for Information (RFI): Contractor shall be responsible for submitting proposed field changes in writing to the Project Engineer. Reasonable time must be allowed for the Project Engineer to design field engineered changes. The additional costs for performing field engineered construction changes and allowing the Project Engineer reasonable time to design field engineered changes as necessary to complete the work shall be included in the contractor's unit price bid for pipe and appurtenances. The Project Engineer shall have 7 days to respond to the request. The Contractor's RFI submission should include written and visual representation of the proposed changes (i.e. drawing markup & description).

Field Order: Field orders given by the Project Engineer will be recorded in writing using the City's Field Order Form and is to be signed by the contractor's authorized representative.

If either a field order or request for information results in the need for a change order, the contractor shall follow the requirements outlined in SC-A-12, Change Orders.

SC-A-14 **CHANGE OF METHOD:** Any cost due to a change in construction method will be the responsibility of the contractor.

SC-A-15 **CONSTRUCTION SCHEDULE:** An overall construction schedule shall be submitted by the contractor to the project engineer at least three (3) days prior to the pre-construction meeting and along with each monthly pay application. A three-week schedule shall be updated and submitted biweekly to the City. The schedule shall be in bar chart form and shall at a minimum indicate the start and completion dates of work at each construction location.

SC-A-16 **PROJECT MEETINGS:** Meetings shall be held between the City, Contractor, and other applicable entities at a standard time and place, established during the preconstruction meeting. Meetings are to be typically held on at least a biweekly basis unless otherwise mutually agreed to by all Parties. The City shall require the attendance of Contractor's Superintendent and any other person(s) deemed necessary, including Subcontractors and/or suppliers, at these meetings. The meetings shall be conducted by the Engineer for the following purposes:

1. Review the overall progress of the work and the current status of the schedule of work.
2. Identification and resolution of problems which are or may be impeding the planned progress of the work.
3. Coordination of the efforts of concerned Parties so that the work progresses per the schedule of work.
4. Maintenance of lines of communication, including sound working relationships between the City and Contractor, and a mutual understanding of requirements of the Contract Documents.

The City shall be responsible for the preparation and distribution of the meeting agenda, and the written minutes of these meetings to all attendees and other concerned or impacted parties. The Contractor shall be responsible for the preparation and distribution of a three-week lookahead schedule prior to the meeting. The Contractor shall distribute the three-week lookahead schedule a minimum of two (2) business days before the meeting.

A pre-construction meeting will be scheduled prior to the start of work. Attendance by the contractor's project manager and/or construction superintendent will be required.

SC-A-17 **SUBMITTALS:** All materials used for construction must be submitted to the City for approval in the form of a submittal. Submittals shall be submitted electronically via a system agreed upon by the City and Contractor and shall be separated by material. Submittal packages with combined materials will not be accepted. Each submittal shall be clearly identified with a number and material name. The City's Project Engineer will review the submitted data and shop drawings and return to the Contractor with notations thereon indicating "No Exception Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected-See Remarks".

SC-A-18 **SUBSIDIARY OBLIGATIONS:** The following items shall be considered subsidiary obligations of the contract. No separate payment will be made for furnishing, installing, and removing temporary items. No separate payment will be made for furnishing, installing, and removing temporary plugs for pressure testing, temporary connections made from new mains to existing mains, temporary base course or cold mix trench surfacing placed at contractor's option, temporary blow offs for pressure testing; temporary water service to customers as required, cutting and plugging existing lines to facilitate new pipe installation, and furnishing and installing detector wire. The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences, or other private or public improvements, adjacent to the construction area. Disturbed areas shall be restored to a condition equal to or better than that which existed prior to construction. All sod shall be replaced unless approved by the municipal inspector to re-use existing sod. Re-sodding of affected areas around new fire hydrants shall be considered a subsidiary obligation of the new hydrant installation.

Asphalt pavement, concrete curb, gutter, sidewalk, and cross pans, etc., along the trench shall be protected unless identified by the plans for removal and replacement. Any concrete not scheduled for removal and replacement that is damaged by the contractor shall be replaced by the contractor at no cost to the City.

As a subsidiary obligation, the Contractor shall be responsible for notifying adjacent property owners and managers prior to construction, of notifying residents of any potential service interruptions, and maintaining water access in accordance with the Special Provisions SC-C-2, SC-C-3, and the Standard Specifications Asphalt pavement, concrete curb, gutter, sidewalk and cross pans, etc., along the trench shall be protected unless identified by the plans for removal and replacement. Any concrete not scheduled for removal and replacement that is damaged by the contractor shall be replaced by the contractor at no cost to the City.

SC-A-19 **STORMWATER MANAGEMENT PLAN (SWMP):** As a subsidiary obligation of the contract, the Contractor shall be responsible for making any necessary revisions to the Stormwater Management Plan provided in the contract documents. The revised plan shall be submitted to the City for review prior to any construction work beginning.

The Contractor shall also update the approved erosion and sedimentation control plans provided, in the form of redlines, to reflect any revisions to the plans during construction. A copy of these plans and the redlines shall be on site at all times as City staff may request to view these plans at any time during construction.

SC-A-20 **PRORATED PAYMENT ITEMS:** The following payment items will be prorated throughout the project based on the dollar amount of the total project completed each month divided by the total contract dollar amount. In no case shall payment exceed 100% of the bid amount on each item.

1. Mobilization
2. Citizen Notification
3. Traffic Control
4. Trench Maintenance and Project Site Cleanup
5. Best Management Practices (BMPs) for Stormwater Management

B. CONSTRUCTION CONSIDERATIONS

SC-B-1 **LOCATIONS AND PRIORITIES:** The cover sheet of the project drawings includes descriptions of the various locations. Priorities for the work shall be established by the City and are as noted on the cover sheet of the project drawings. The City reserves the right to add, delete, or modify construction locations, priority order and portions of the work without change in the contract agreement prices, per subsection 1121.05 Changes in Contract Price of the Arvada Engineering Code of Standards and Specifications.

SC-B-2 **MINIMIZING WORK ZONE DAMAGES:** During all phases of construction including cleanup, contractor shall operate all

equipment and utilize personnel so as to minimize or prevent damages to public or private property. Contractor shall limit operation of heavy equipment to safe prudent speeds and minimize operation of equipment over concrete sidewalks, cubs and gutters. Contractors shall also conduct operations to avoid dings, nicks, gouges, scrapes, etc., on streets and concrete curb, gutter and sidewalks as well as other facilities in the construction area. Should contractors' operations cause damages, contractor shall be fully responsible for repairs at no cost to the City.

All public or private property damaged during the construction process must be repaired within two weeks of street and right-of-way clean-up. Should repair items not be completed within two weeks, city may initiate and complete the repair work; deducting costs to complete the work from total contract.

SC-B-3 **LIMITATION ON CONSTRUCTION ZONE:** Installation of the water main shall be completed in segments such that no more than two locations are under construction at any one time.

These limitations include all aspects of construction including, but not limited to, asphalt removal, excavation, backfill, temporary trench resurfacing, pressure testing and flushing, service connections and cleanup.
Adverse weather may delay the construction process. No additional locations may be opened beyond the above limit should weather cause delays.

SC-B-4 **TRAFFIC CONTROL AND STREET RESTIRCTIONS:** Traffic control methods shall conform to Arvada Engineering Code of Standards and Specifications and the FHA Manual for Uniform Traffic Control Devices and Colorado Supplement thereto. No hand painted traffic control devices shall be permitted. After award of the contract and prior to the start of construction, contractor shall submit (1) electronic of the proposed traffic control plans for approval encompassing all locations of the project. The contractor shall modify the installation to meet requirements of the City of Arvada Traffic Division at no extra charge, if so required. Contractor is responsible for checking specific requirements with Traffic Division prior to final bid preparation.

"No Parking" signs shall be set by the contractor in sufficient time, 24 hours minimum preceding work, to properly clear streets of parking interference. Care shall be taken to insure that "No Parking" signs are promptly removed after work is completed. The City will assist the contractor in clearing parked vehicles in isolated cases where vehicles are in the way and owners fail to respond to "No Parking" signs. Access for local traffic must be maintained at all times on all streets within the project.

The contractor shall notify the Traffic Division of all closures, either partial or complete, of any public street, road, highway or alley per Section 700 of Arvada's Engineering Code of Standards and Specifications. Notification shall be made a minimum of 24 hours in advance of the actual closure; except on commercial, parkway, and collector streets, where a minimum three (3) day advance notice will be required. All streets in the project will be considered for closure to thru traffic except for the following:

1. Kipling Street – Arterial
2. W 80th Avenue – Arterial
3. Oak Street – Collector
4. W. 76th Drive – Collector
5. W. 74th Place - Collector

The above streets are classified as arterial and collector streets. All other streets in the project are classified as local streets. Work hours shall be as outlined in SC-B-5, Working Restrictions

SC-B-5 **WORKING RESTRICTIONS:** Lane closures in various street classifications are as follows:

ARTERIAL STREETS:	Construction Activity & Lane Closures 8:30am – 3:30pm only Must maintain one lane each way at all times
COLLECTOR STREETS:	Lane closures 8:30 am – 3:30 pm only Must maintain one lane with adequate flagging at all times
LOCAL STREETS:	Construction Activity & Lane Closures 7:00 am – 7:00 pm only May be closed to thru traffic unless otherwise noted (during working hours)

All work to be completed on the project shall be performed during regular working hours as listed above Monday through Friday. There shall be no construction between 9:00 p.m. and 7:00 a.m. unless it is an emergency or is authorized by the City Manager.

There shall be no shutdowns or tie-ins on Fridays. Existing tie-in locations shall be visualized by test holing prior to the scheduled tie-in date. Flushing operations shall take place on Fridays only if they have begun prior to 8:00 am. High chlorine tests shall take place on Fridays only if they have begun prior to 9:00 am. Pressure testing on Fridays requiring Water Operations Staff support shall begin before 9:00 am. Pressure testing not requiring Water Operations Staff support shall be at the discretion of the City's Inspector.

The Contractor shall submit a written request to the Project Engineer to perform overtime work outside of allowable working hours. Requests for work outside regular working hours shall be received a minimum of **14** working days prior to the proposed date of the work. The Project Engineer will complete the necessary reviews and obtain the appropriate approvals to comply with Arvada Municipal Code.

If contractor violates these working time limitations, the Project Engineer may give written notice to stop work on the project at the beginning of the next day's work and work may not resume until contractor provides written explanation for the violation and assurance to the City that there will not be a reoccurrence of the violation. If subsequent working time violations occur, the Project Engineer will notify contractor in writing that there will be a price reduction for each incidence of violation in accordance with this specification. Price reduction will not be imposed where changed contract conditions are encountered during the specific period or the violation in question was a result of circumstances beyond contractor or subcontractor's control. The price reduction will not constitute a penalty but will be considered a failure to perform traffic control in accordance with the contract.

An incident is any violation up to 30 minutes in duration. Each 30 minutes or increment thereof will be considered an incident. A price reduction will be assessed for each successive or cumulative 30-minute period in violation of the working time limitations, as determined by the Project Engineer. The price reduction for each incident will increase at a progressive rate starting with $150 for the second incident and increasing to $600 for the fourth and subsequent incidents in accordance with the following schedule. A 15-minute grace period will be allowed at the beginning of the second incident on the project before the price reduction is applied. The 15-minute grace period applies only to the second incident. The number of incident charges will be accumulative throughout the duration of the contract.

PRICE REDUCTION SCHEDULE

INCIDENT	INCIDENT RATE	TOTAL PRICE REDUCTION
1	Notice to Stop Work	$0
2	$150	$150
3	$300	$450
4	$600	$1050
5	$600	$1650
6	$600	$2250
ETC.	$600	$2850
	ETC.	ETC.

SC-B-6 **CONSTRUCTION STAKING & SURVEY MONUMENTS:** The Contractor shall be responsible for all construction staking on this project. The Contractor shall use every reasonable precaution to prevent the damage or destruction of survey monuments adjacent to or on the site. The Contractor shall protect and carefully preserve all aliquot corners, property, NGS, and Arvada survey control monumentation. Any monument that may be disturbed shall be referenced to a minimum of two points outside the limits of construction and replaced by a Colorado Registered Professional Land Surveyor. All monuments disturbed or removed by the Contractor, through negligence or carelessness on their part or on the part of their employees or subcontractors, shall be restored per section 151.02 – Survey Monuments of the City of Arvada Engineering code of Standards and Specifications. A monument record shall be turned into the City immediately after restoration of the monument.

SC-B-7 **SURVEY PROJECT CONTROL:** The Contractor shall be required to mark locations of fittings, valves, and other appurtenances on ground surface after trench backfill in order for City Survey team to document their locations. Markings

shall be maintained by the Contractor until the City Survey team is able to document those locations at a frequency no sooner than once per week.

SC-B-8 **CONTRACTOR REDLINES:** Contractor shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the City and a copy should be submitted with each monthly pay application. Upon completion of the contract and prior to final payment, specifications and complete drawing set shall be turned over to the City.

SC-B-9 **UTILITY PROTECTION:** In many locations, existing gas mains, water and sewer service lines, power poles and other utilities are in close proximity to the construction work. The Contractor may be required to perform excavation with hand shovels and/or provide temporary utility line support and/or reschedule construction so that utility owners can relocate their lines. The contractor's costs to protect and/or support and/or coordinate construction with owners of existing utilities shall be considered a subsidiary obligation of the contract. No separate payment shall be made. As a subsidiary obligation, the contractor shall also be responsible for protecting existing sections of piping not scheduled for removal that are adjacent to pipe scheduled for removal as part of the work. No separate payment shall be made.

SC-B-10 **PROTECTION AND RESTORATION OF EXISTING LANDSCAPE:** The contractor shall protect or remove and replace, all shrubs, decorative rock, sod, underground sprinklers, signs, landscaping, fences or other private or public improvements within or adjacent to the project area. Disturbed areas shall be restored to condition equal to or better than that which existed prior to construction. All sod shall be new unless approved by the municipal inspector to re-use existing sod.

If branches of trees or shrubs will be in the path of the proposed construction, as verified by the municipal inspector prior to construction, the contractor shall prune these branches under the supervision of the City Forester.

Also, if tree or shrub roots are exposed in the construction area, the contractor shall saw cut the roots within 24 hours after the roots are exposed. The contractor shall not cut the roots with the backhoe. If the roots are improperly cut or exposed longer than 24 hours, then the tree or shrub will be considered as damaged, and the contractor will be responsible for replacement at his cost.

Protection and restoration of existing shrubs, trees and landscaping shall be a subsidiary cost to the project.

SC-B-11 **COORDINATION WITH UTILITIES:** Utility lines indicated on the plans have been plotted using the best available information and do not necessarily reflect all utilities which may be encountered during construction or the exact location of all utilities which may be encountered during construction. The contractor shall be responsible for locating all utilities prior to commencing any construction activity that requires excavation in accordance with most current SUE Quality Levels. The contractor shall be responsible for prompt repair of any damage caused to these or other utilities not shown on the plans. In no way will additional payment be made for down time for the repair of utilities that are damaged during construction whether properly marked or unmarked. Contract time only may be adjusted to account for delays due to utility repair. Should a delay in utility repair be significant enough that the contractor decides to demobilize from the project site, no additional payment shall be made for remobilization to the project site once the utility line has been repaired.

It shall be the contractor's responsibility to make all arrangements with the utility owner(s) for utility relocations or adjustments and to coordinate the sequence of such work to eliminate possible conflict with construction progress. The contractor shall provide any advance notice required by the utility owner(s) prior to commencing any work affecting said utility(ies).

Should the Contractor desire and/or choose to perform any additional excavation work required for utility repairs on behalf of the utility owner in order to expedite construction and minimize delays and down time, the City shall in no way be responsible for costs associated with this additional work done for the utility owner.

Work involving changes in, or interference with, utility service shall be done at such times and in such a manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers.

Attention is directed to the possible existence of underground facilities not known to the City and therefore not shown on the plans or in a location different from that which is indicated on the plans or in the special provisions. The contractor shall take reasonable steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the contractor discovers underground facilities not indicated on the plans or in a

different location than indicated on the plans and that will be in conflict with the new construction, he shall immediately give the Engineer and the utility owner written notification of the existence of such facilities and coordinate the rearrangement of the facility as necessary or request a field engineered change as described in SC-A-13, Field Modifications.

No additional payment will be made for field verifying all utility locations whether shown or not shown on the plans, coordination with utility companies, utility relocations or down time due to utility relocations or repairs but shall be considered a subsidiary obligation of the contract.

SC-B-12 **TEST HOLES:** The Contractor shall be required to locate all utility crossings and tie in points to Subsurface Quality Engineering (SUE) Quality Level A (QL-A) in accordance with ASCE C-I-38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, along proposed construction areas to determine exact size, type, location and depth prior to scheduled day of installation of the improvements. Any required design changes due to the findings from the test hole must be submitted to the project engineer in accordance with SC-A-13, Field Modifications.

Payment: Test holes shall be paid for only the utility crossings and tie in points shown on the plans or to verify existing water main locations before any new pipe is laid or at any other questionable utility crossings that are approved by the Project Engineer. Any test holes that the contractor deems necessary to expedite work or verify the exact location of an existing utility prior to installation of new water main shall be included in contractor's bid and no additional payment shall be made. The unit price for this item includes, but is not limited to, utility locating services, vacuuming and disposal of existing backfill, imported backfill and asphalt patch-back in accordance with the governing agency's standards and permit requirements, and all associated costs, materials, labor, tools, and equipment necessary to test hole existing underground utilities in accordance with the drawings and specifications.

SC-B-13 **MATERIALS TESTING:** Materials testing requirements shall be in accordance with the City's Engineering Code of Standards and Specifications section 322.00, Minimum Testing Requirements. Quality assurance materials testing will be coordinated by the City on this project. The City will contract with a third-party testing company for this work. The Contractor shall be responsible for safe access into the work area as well as allowing for the third-party tester to perform any tests or take any samples at the frequencies shown in section 322.00. Any non-conformance or covering of work prior to testing and/or acceptance by the City may result in the City not accepting such work. The Contractor shall be responsible for any additional costs associated with non-conformance and/or covering of work prior to acceptance. The Contractor may request electronic copies of any test reports for the project in writing from the Project Engineer.

SC-B-14 **TRENCH BACKFILL:** For this project native soil shall not be considered suitable for backfill and shall be hauled off site by the Contractor. CDOT class 1 structural fill shall be imported. This work shall be considered subsidiary to the furnishing and installation of the main pay item and no separate payment shall be made.

SC-B-15 **TRACER WIRE:** Tracer wire shall be attached to all newly installed water mains per the City of Arvada's Engineering Code of Standards and Specifications section 420.20, Tracer Wire, Warning Tape, and Marker Posts. This work shall be considered subsidiary to the furnishing and installation of the main pay item and no separate payment shall be made.

SC-B-16 **ABANDONMENT OF VALVE BOX:** Existing valve boxes on mains that will be abandoned shall be removed entirely once the new main is placed in service.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, valve box removal, backfill, and landscape restoration. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-17 **REMOVAL OF EXISTING FIRE HYDRANT:** Fire hydrants identified for removal in the approved plans shall be salvaged to the City's Water Operation Shops.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, trench excavation, fire hydrant removal, backfill, landscape restoration, delivery to the shops. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-18 **WET TAP CONNECTION TO 36" TRANSMISSION:** The wet tap connection to the 36" transmission shall be coordinated

with the City's Water Operations Team a minimum of **three (3) weeks** prior to the work being performed.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, trench excavation, wet tap installation, backfill, and landscaping restoration, and any other incidentals required to connect to the transmission line. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-19 **OAK STREET VAULT DEMO AND RESTORATION:** The demo of the Oak street vault shall be coordinated with the property owner and the City by the Contractor a minimum of **three (3) weeks** prior to the work being performed.

Measurement: This item shall be measured in lump sum.

Payment: Shall include labor, materials, equipment, removal of vault lid, removal and disposal of all equipment and piping, capping of water main, backfill, topsoil, grading, seeding, landscape restoration, underground sprinklers, and any other incidentals required to demo the existing vault.

SC-B-20 **TRANSMISSION VAULT HATCH REPLACEMENT:** The replacement of the transmission vault hatch shall be coordinated with the property owner and the City by the Contractor a minimum of **three (3) weeks** prior to the work being performed.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, removal existing hatch, installation of new hatch, backfill, topsoil, grading, seeding, landscape restoration, underground sprinklers, and any other incidentals required to install the hatch.

SC-B-21 **EPOXY PROTECTIVE COATING FOR SANITARY SEWER MAINTENANCE HOLE:** As identified in the approved plans and/or when 10 feet of horizontal separation between a sanitary sewer maintenance hole and a water main cannot be maintained then the maintenance hole shall be epoxy lined per section 522.10.02, In-Place Rehabilitation of Existing Maintenance Holes, of the City of Arvada Engineering Code of Standards and Specifications.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, bypassing, cleaning, epoxy coating application, and any other incidentals required to line the maintenance hole.

SC-B-22 **THREE (3) INCH SERVICE RECONNECTION FOR SCHOOL:** The three (3) inch service reconnection for the school shall only occur when school is out of session. At no point during construction shall the school be without service during normal school hours. The Contractor shall be responsible for coordinating with the school and the City on this work a minimum of **three (3) weeks** prior to work being performed.

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, excavation, 12"x4" tee and any other fittings to reduce down to a 3", service reconnection, backfill, and landscape restoration. Excluded from this item are asphalt removal and replacement and concrete removal and replacement.

SC-B-23 **TYPE 1 DIRECTIONAL CURB RAMP REPLACEMENT:** As identified in the approved plans, directional curb ramps shall be constructed in accordance with the City's Engineering Code of Standards and Specifications section 832.06, Curb Ramps, and the latest revision of the Colorado Department of Transportation M&S Standards (Drawing M-608-1, Curb Ramps).

Measurement: The unit of measure for this item is each.

Payment: Shall include labor, materials, equipment, existing ramp removal, excavation, grading, concrete, finishing, and any other incidentals required for curb ramp installation. Excluded from this item are asphalt removal and replacement.

SC-B-24 **PAVEMENT MARKINGS:** For this project, any disrupted pavement markings for water main installation will be replaced by City crews. Pavement markings disrupted outside of the project limits shall be the responsibility of the Contractor to replace.

SC-B-25 **REPLACEMENT OF NON-COPPER WATER SERVICE LINE/INSTALLATION OF COPPER WATER SERVICE LINE:** Any water service pipe encountered other than copper, such as lead, galvanized pipe, cast iron, etc., shall be replaced from the corporation stop to the meter pit or curb stop. All service pipes shall be installed at four (4) feet minimum depth of cover.

Measurement: The quantity paid for shall be the number of lineal feet of Type K copper as measured along centerline of the pipe from the corporation stop to the curb stop or meter pit.

Payment: Shall include labor, materials, equipment, excavation, dewatering, boring under sidewalks and curbs if directed by City representative, returning disturbed areas to a condition equal to or better than that which existed prior to construction including fine grading, sodding, replacement of landscaping, underground sprinklers, etc., and any other incidentals required and accepted to replace non-copper water service from corporations stop to meter pit or curb stop in place excluding trench resurfacing, select backfill, and removal and replacement of concrete curb, gutter, and sidewalk.

SC-B-26 **BEST MANAGEMENT PRACTICES (BMPs) FOR STORMWATER MANAGEMENT:** This section provides a set of criteria and technical guidance for erosion and sediment control and material management at utility construction sites. Erosion control measures limit erosion of soil from disturbed areas including stockpiled material at the construction site. Sediment control measures prevent the transport of sediment off-site to downstream properties and stormwater conveyances. Materials management is the practice of containing and controlling all materials used in order to eliminate potential pollutants from leaving the site. Due to the fast-paced nature of utility projects, the site's erosion and sediment controls and material management BMPs must be inspected and maintained by the owner/operator daily.

Measurement: No separate measurement will be made for maintaining the BMPs in accordance with these standards and also for controlling mud and dust sufficiently to eliminate affected property owners and citizens from calling the City and registering a complaint pertaining thereto.

Payment: Prorated payment of the contract amount bid for stormwater management will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month. Payment shall be full compensation for all materials, equipment, labor, etc., required to install and adequately maintain stormwater BMPs during the performance of the work.

Site Development Permit (SDP):
In accordance with the City of Arvada's permit criteria, contractors performing underground utility construction including the installation, maintenance and repair of all utilities under hard-surfaced roads, streets or sidewalks must acquire a City Site Development Permit and implement and maintain erosion control, sediment entrapment, and material management BMPs.

Initial documentation required:

a) Completed SDP Application
b) Application fee (waived for City funded projects)
c) Escrow/LOC (waived for City funded projects)
d) Site Map
e) Potential pollutant list
f) BMP specification details

SDP – Required Documentation:
A site map including construction boundaries, all proposed locations of BMPs, stockpiles, staging areas, portable restrooms, concrete containment, construction material storage and waste material storage must be prepared by the contractor and provided to the City's Stormwater Division for approval prior to beginning work. This site map must be updated daily by the contractor to reflect the site's condition.

Potential pollutants must be listed and BMPs prescribed for each individual pollutant. If onsite fueling or maintenance will be conducted, a spill plan must be provided to the Stormwater Division prior to beginning work and a copy must be retained by fueling/maintenance personnel during operations.

A copy of these requirements including BMP specifications and details must remain on site and be referred to by any personnel installing, maintaining, repairing, repositioning or inspecting BMPs.

A daily log of BMP inspections, installation, repair and maintenance must be kept on site. This log must contain the date, name, location of BMP, and nature of work. It must also include that the site map was revised.

SDP – Enforcement Policy:
If it is determined by the City inspector that BMPs are not inspected, installed and maintained daily, payment to the contractor may be withheld. If BMPs are not installed or maintained for a period of three consecutive days, a separate company will be contracted to do the work whereas costs incurred will be 100% reimbursed to the City with an inclusion of an additional 50% for administrative fees.

Site Development Permit BMP Requirements for Underground Utilities:

- ✓ All paved surfaces, gutters and sidewalks affected by utility work must be cleared at the end of each day.
- ✓ Where consistent with safety and space considerations, excavated material is to be placed on the uphill side of trenches.
- ✓ Trench dewatering discharges must be filtered and not allowed to come in contact with stockpiles or soils remaining on paved surfaces or in gutters. Site dewatering permits must be obtained from the Colorado Department of Public Health and Environment.
- ✓ Water main flushing discharges must be routed around disturbed areas and stockpiles. Water must not come in contact with soil stockpiles or soils remaining on paved surfaces or in gutters.
- ✓ All inlets within and downstream of work areas must be protected.
- ✓ Curb check dams must be installed at all locations downstream of work areas where stormwater flows may potentially come in contact with dirt and exit the work area.
- ✓ An area must be designated for construction material waste. All waste materials must be placed into waste containers and covered immediately.
- ✓ Portable toilets must be provided on site and an area designated for their placement.
- ✓ A portable concrete washout basin must be provided on site should any type of concrete work be conducted. If small amounts of concrete are to be prepared on site, containment is required.
- ✓ Staging areas must be designated and employ appropriate BMPs. Staging areas (whether on public or private property) must be restored to a condition equal to or better than that which existed prior to construction, including necessary re-vegetation.
- ✓ Stockpiles must, at all times, have a perimeter BMP installed at the downstream side, and all material dragged from a stockpile during operations must be swept back into the pile at the end of each day.
- ✓ All erosion and sediment control practices shall be maintained and repaired by the owner/operator during the construction phase, as needed, to assure continued performance of their intended function. All BMPs must be inspected, maintained and replaced daily if necessary.
- ✓ After all work has been completed, including asphalt and re-vegetation, clean out and remove all temporary construction BMPs within 48 hours.

C. OBLIGATIONS TO THE PUBLIC

SC-C-1 **TRENCH MAINTENANCE AND PROJECT SITE CLEANUP**: Contractor shall coordinate the work and minimize inconveniences to citizens, affected property owners and the traveling public. Residents shall be notified 24 hours prior to the time that access must be denied to their parking spaces when access to said residential parking lots will be blocked for a period in excess of one (1) hour. Residents shall be provided access to their parking lots between 5:00 P.M. and 7:30 A.M., and at all times on weekends and holidays or when work is not underway.

No more than fifteen (15) feet of trench is to be left barricaded and opened overnight. Cold mix or base course trench

surfacing shall be maintained free of surface ruts until permanently resurfaced. Cold mix, rotomillings, or base course shall be placed during backfill installation and shall remain in place until weather permits the installation of hot plant mix.

Throughout all phases of construction, including suspension of work, and until final cleanup, the contractor shall keep the work site clean and trench surfaces rut free. The contractor shall abate mud and dust by sweeping, flushing with a fire hose, scraping mud off paved surfaces, removing excess mud from trenches and replacing with base course or other means as necessary. This work shall be completed at a minimum on a daily basis or more frequently as required by the Engineer and/or Inspector to maintain a clean work site. Loose rock scattered beyond the trench limits shall be swept, picked up and removed from the site. Gutters and road side ditches shall be kept open to allow storm water runoff as well as water from flushing operations to flow to storm drainage inlets or road side ditches and prevent the water from running down sidewalks or on private property. Contractor will be responsible for any damage caused by flushing operations due to gutters, roadside ditches or other natural drainage ways being blocked by construction materials. Contractor shall also be responsible for providing inlet protection to all storm water inlets susceptible to runoff from the project due to flushing operations and/or rainfall. Fine soil particles from construction operations shall be prevented from entering the storm sewer system. New water mains will not be filled or flushed until this provision has been met.

Final right-of-way and area clean-up shall include the removal of all debris, etc., including fine soil particles. Various methods of clean-up shall be acceptable, if the area can be cleaned to a condition equal or better than pre-construction conditions as determined by the City's Inspector.

Note: For each calendar day a substantive complaint is received from an affected citizen or for each day that trench maintenance and project site cleanup is not completed in accordance with the above parameters as determined by the Engineer and/or Inspector, the total contract amount will be reduced by $250. The Engineer will investigate or have his designated representative investigate all registered complaints. The Engineer shall determine if the complaint is substantive. His decision will be final.

Measurement: No separate measurement will be made for patrolling base course or cold mix trench surfacing, removing loose rock or mud from pavement surfaces, maintaining the trench surface in a rut free condition, and controlling the mud and dust sufficiently to eliminate affected property owners and citizens from calling the City and registering a complaint pertaining hereto.

Payment: Prorated payment of the contract amount bid for trench maintenance and project site cleanup will be made monthly. The percentage paid shall be equal to the percentage of the total contract dollar amount completed that month minus any deductions for inadequate trench maintenance or substantive complaints received as determined by the Engineer and/or Inspector. Payment shall be full compensation for all materials, equipment, labor, etc. required to maintain a clean work site and/or prevent substantive calls from being registered with the City during the performance of work

SC-C-2 **SERVICE INTERRUPTION & NOTIFICATION:** The contractor shall notify, in person, all parties that will be affected a minimum of forty-eight (48) hours prior to the time the contractor will disconnect, or interrupt known sewer or water service or immediately upon the interruption of a service not shown on the plans. All services interrupted or damaged shall be immediately repaired and service restored. **NO SERVICES SHALL BE LEFT INOPERATIVE OVERNIGHT**. Contractor must provide, install, and maintain all temporary piping and fittings required to provide temporary overnight water service to residents during installation of cured in place pipe. All water delivered to residents must meet CDPHE and City drinking water standards. Notification for water shutoffs on Monday shall be made by 4:00 p.m. the previous Friday. The City will provide the contractor with notification card door hangers to leave in the event no one can be contacted in person at the residence or business. The City will also provide shut off lists to the contractor for each required shut off so that all residents who will be affected during a particular shut off are notified.

The City of Arvada Utilities Division will operate all existing valves, hydrants, blow offs, and curb stops. **NO VALVE OR OTHER CONTROL ON THE EXISTING SYSTEM SHALL BE OPERATED FOR ANY PURPOSE BY THE CONTRACTOR.** The contractor shall advise all water customers prior to interrupting flows so they may make provisions to store sufficient water for their interim needs. Service termination periods shall not exceed four (4) hours. Interruption of service shall be limited to the hours between 8:30 a.m. and 3:00 p.m., unless prior approval is received from the Project Engineer and/or Municipal Inspector. The Utilities Division will not shut down water mains for tie-ins after 11:00 a.m. in order for water to be turned back on by 3:00 p.m. Contractor must be within 60 minutes of cutting into the water main based on the judgment of the City's Municipal Inspector and/or Water Utility Division personnel before existing mains will be isolated. Contractor shall provide sufficient cuts or openings in existing pipe to allow timely drainage of water for tie ins where fire hydrants or blow offs are not available to drain the line. Should an unintended service interruption occur as a

result of the work, contractor shall immediately notify all parties not previously notified.

SC-C-3 **MAINTAINING WATER SERVICE:** Water service to all customers shall be a priority item of this work. Water service to schools, businesses, hospitals, medical centers and all other commercial enterprises and those other customers that indicate a need for uninterrupted water service shall not be interrupted during school or business hours. In certain instances, work may need to be done overnight in order to meet this requirement. Overnight work must be approved in writing by the City Manager prior to commencement. If necessary that an interruption be made or if an unintentional interruption occurs, contractor shall provide the necessary temporary piping, hoses, etc., to provide temporary water service to those customers. All water delivered shall meet CDPHE and City drinking water standards. This work shall also be coordinated through the City's Water Utility Division.

This work shall be considered a subsidiary obligation of water main installation contract work. No separate payment shall be made for supplying temporary water service to any customer during this work or for completing work during overnight hours in order to maintain an uninterrupted water supply during school or business hours where necessary.

SC-C-4 **DISINFECTION, TESTING, AND FLUSHING OF NEW WATER MAINS:** Disinfection, testing, and flushing shall be performed in accordance with the requirements of the Colorado Department of Public Health and Environment and shall comply with AWWA C651 and the City of Arvada Engineering Code of Standards and Specifications section 412.13. City forces will operate all valves required to fill and flush the new water mains in order to put them into service. Mains shall be installed whenever possible (in accordance with the construction drawings) so that the new main can be filled from the low point of the new line in order to allow air to be released from the high point of the new line and avoid air pockets. Prior to pressure testing or placing any new water main in service, a bacteriological analysis of the water in the new main shall be performed by City forces. A minimum of 16 hours after the new main is flushed of the high chlorine residual, a bacteriological sample will be obtained by City forces. Results of the bacteriological analysis shall be available 24 hours after the sample was obtained. If the bacteriological analysis turns up positive, a second test shall be taken. If the second test turns up positive, the main shall be re-flushed and the process started over until a negative bacteriological analysis is obtained. Only after a negative bacteriological analysis is obtained, can a new water main be placed in service and water services transferred to the new main.

SC-C-5 **WORK IN EASEMENTS:** The Contractor shall coordinate with private property owners as necessary. Landscaping, surface restoration and fence restoration shall be completed within 24 hours following piping and conduit installation and other construction work.

Certain portions of this project require working near existing structures and property within easements. It is the Contractor's responsibility to conduct its operations and limit the size of equipment used in such a manner to prevent damage to existing property from excessive vibration or from other direct or indirect Contractor operations. The cost associated with repairing or replacing the property that is damaged by the Contractor's operations shall be the responsibility of the Contractor.

BID BOND

We, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No Project No. 24-WA-01 Project Title: 2024 Water Main Replacement

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

(A) If said Bid Proposal shall be rejected; or in the alternate,

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

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL	SURETY
Name: _____	_____.
Address: _____	_____.
By: _____	By: _____.
Title: _____	Title: _____.
	Attorney-in-Fact:
	_____
	(SEAL)

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

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM:_____(hereinafter called "BIDDER"), organized and existing under the laws of the State of_____doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No Project No. 24-WA-01 Project Title: 2024 Water Main Replacement within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.

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

Bidder acknowledges receipt of **Addendum Nos.** Initials:_____ _____ _____ _____

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
_____	_____
_____	_____
_____	_____

Major Subcontractors are:	Work They Will Perform
_____	_____
_____	_____
_____	_____

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **365** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about July 24, 2024. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID $_____**

SUBMITTED BY:

Company Name: _____

Contact Names: _____

Address: _____

Phone: (_____)_____Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By:_____ _____

Signature of Authorized Agent Date FEIN

_____ _____ _____

Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

SAMPLE ONLY – Please use Attached Excel File 2024 Water Main Replacement

Project Title: 2024 Water Main Replacement Project

Project No. 24-WA-01

Project Manager: Jennifer Ventura

BASE BID SCHEDULE

Contractor: _____

Address, City, Zip: _____

Telephone: _____

Bid Prepared By: _____

	ITEM	Measurement & Payment Reference	Quantity	Unit	Unit Cost	Extension
1	Furnish and Install 8" Dia. Water Main w/Fittings and Restrained	1146.00 / SC-B-14 / SC-B-15	16812.00	LF	$0.00	$0.00
2	Furnish and Install 12" Dia. Water Main w/Fittings and Restrained	1146.00 / SC-B-14 / SC-B-15	3132.00	LF	$0.00	$0.00
3	Furnish and Install 8" Gate Valve & Box	1142.00	59.00	EA	$0.00	$0.00
4	Furnish and Install 12" Gate Valve & Box	1142.00	18.00	EA	$0.00	$0.00
5	Furnish and Install Wet Tap Valve on 36" Transmission	SC-B-18	1.00	EA	$0.00	$0.00
6	Furnish and Install Fire Hydrant Assembly	1143.00	24.00	EA	$0.00	$0.00
7	Connect To Existing 6" Pipe	1146.02	13.00	EA	$0.00	$0.00
8	Connect To Existing 8" Pipe	1146.02	7.00	EA	$0.00	$0.00
9	Connect To Existing 12" Pipe	1146.03	1.00	EA	$0.00	$0.00
10	Chlorination & Pressure Test	1146.03	28.00	EA	$0.00	$0.00
11	Install 3/4" Dia. Service Line Pipe and Reconnect Service	1141.00	253.00	EA	$0.00	$0.00
12	Install 3" Dia. Service Line Pipe and Reconnect Service	1141.00 / SC-B-22	1.00	EA	$0.00	$0.00
13	Utility Locate Test Holing	SC-B-12	25.00	EA	$0.00	$0.00
14	Abandon Valve Box	SC-B-16	56.00	EA	$0.00	$0.00
15	Remove Existing Fire Hydrant	SC-B-17	24.00	EA	$0.00	$0.00
16	Remove & Dispose of Asbestos Cement Pipe	1146.08	947.00	LF	$0.00	$0.00
17	Oak St Vault Demo and Restoration	SC-B-18	1.00	LS	$0.00	$0.00
18	36"x30" Transmission Vault Hatch Replacement	SC-B-19	1.00	EA	$0.00	$0.00
19	Epoxy Protective Coating for Sanitary Sewer Mantenance Hole	522.10.02 / SC-B-21	13.00	EA	$0.00	$0.00
20	Asphalt Removal and Resurfacing	1171.00 / 728.04.05	11580.00	SY	$0.00	$0.00
21	Type 1 Directional Ramp	832.06 / SC-B-23	1.00	EA	$0.00	$0.00
22	Concrete Removal and Replacement	1151.00	208.00	SY	$0.00	$0.00
23	Mobilization	1124.00	1.00	LS	$0.00	$0.00
24	Citizen Notification	1181.00 / SC-B-4	1.00	LS	$0.00	$0.00
25	Traffic Control	SC-B-4	1.00	LS	$0.00	$0.00
26	Trench Maint. & Project Site Clean Up	SC-C-1	1.00	LS	$0.00	$0.00
27	Best Management Practices (BMPs) For Stormwater Managem	SC-B-26	1.00	LS	$0.00	$0.00
28	Minor Contract Revisions	SC-A-11	100000.00	EA	$0.00	$0.00
						TOTAL
						$0.00

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive**.

- ☐ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☐ Submit Evidence of Minimum Required Qualifications listed on page 9.
- ☐ Submit implementation timeline and warrantees, if applicable.
- ☐ Attach Contractor's Licensing, if applicable.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

REFERENCES:

- ☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name:_____ Contact Person: _____

Address:_____

Telephone No:_____Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name:_____ Contact Person: _____

Address:_____

Telephone No:_____Email: _____

Describe type of work/service performed or items supplied: _____

_____

Name:_____ Contact Person: _____

Address: _____

Telephone No:_____Email: _____

Describe type of work/service performed or items supplied: _____

_____

CONTRACT DOCUMENTS

The following pages contain documents used upon contract award. They are included here for reference and are subject to change.

PERFORMANCE AND PAYMENT BOND

Bond No._____

(Firm)_____

(Address)_____
(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm)_____

(Address)_____
hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of _____ , Dollars, _____ , in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 20_, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s _____, _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the____day of_____, 20_.

IN PRESENCE OF:

PRINCIPAL_____

By_____

Address _____

(Corporate Seal)

OTHER PARTNERS

(Surety Seal)

SURETY_____

Attorney_____in_____Fact _____

Address_____

Note: If Contractor is Partnership, all partners should execute Bond.

Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

NOTICE OF AWARD

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

Dear Representative of_____:

The City of Arvada, Colorado (hereinafter called "City") has considered the Bid Proposals submitted for referenced work in response to its Advertisement for Bids dated_____and Information for Bidders.

You are hereby notified that your Bid Proposal has been accepted, for items and prices stated in the Bid Schedule, in the amount of $_____.

You are required to execute the Contract, the Insurance Certificates and a Performance and Payment Bond within seven (7) days from the date of this Notice to you.

The Performance and Payment Bond needs to be filled out, returned (one original must be returned to the City), and accompanied by the Power of Attorney from your surety company. Also, please make sure that the insurance certificate is in the minimum amounts set forth in the Contract Documents and the City of Arvada is named as an additional insured for the specific Project Number and Title. An Additional Insured endorsement certificate should also be attached.

If you fail to execute said Contract and furnish the necessary Insurance Certificates and Bond within the time allotted from this date, the City will be entitled to consider all your rights arising out of the City's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted bylaw.

You are required to return an acknowledged copy of this Notice of Award and enclosures to the Project Engineer.

CITY OF ARVADA, COLORADO

_____
City Engineer

BIDDER

Company

Receipt of above Notice of Award accompanied with a Performance and Payment Bond form and a copy of the Contract is hereby acknowledged.

This_____day of_____, 20___.

By:_____

Name: _____

Title:_____

NOTICE TO PROCEED

Date

Company
Address
City, State Zip

RE: Project No. _____, _____

Dear Representative of_____:

You are hereby notified to commence work on referenced Project, in accordance with the Contract dated _____

on or before_____, and you are to complete the Work, including cleanup within_____calendar days thereafter.

The date of completion of all Work is therefore_____.

CITY OF ARVADA, COLORADO

_____
City Engineer

BIDDER

Receipt of this Notice to Proceed is hereby acknowledged this_____day of____, 20____.

Company

By: _____

Title: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
_____FOR_____
IN AN AMOUNT NOT TO EXCEED $_____.00

This Agreement made this_____day of_____, 20___by and between the City of Arvada, a home rule municipal corporation ("Arvada" and/or "City") and_____, a _____("Contractor").

WITNESSETH: That for and in consideration of the covenants, promises, and payments hereinafter mentioned:

1. Contractor will commence and complete the_____described in the Contract Documents relating to CSB-_____, issued_____, 20 , ("the Work").

2. Contractor will furnish all material, supplies, tools, equipment, labor, and other services necessary for the completion of the Work.

3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed.

4. Contractor will complete the work required by the Contract Documents by _____ after the date of the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents.

5. Contractor agrees to perform all of the work described in the Contract Documents for an amount not to exceed **$_____.00** for the Work.

6. The term "Contract Documents" means and includes the following:

A. Arvada's Request for [Project Title], CSB-_____("CSB");
B. CSB Exhibits (if any);
C. CSB Addenda (if any);
D. Contractor's Response to CSB-____, Advertisement for Bid, Bid Proposal, Bid Schedule, Bid Bond, Certificate of Insurance;
E. Notice of Award;
F. Performance and Payment Bond;
G. Notice to Proceed;
H. Change Orders (if any);
I. City of Arvada Engineering Code of Standards and Specifications;
J. Project special provisions prepared or issued by City of Arvada (or its Consultant if applicable);
K. Detail drawings and Bid Documents prepared or issued by City of Arvada (or its Consultant if applicable);
L. Specification Illustrations and attachments; and
M. All supplementary requirements regarding wage rates, E.E.O., affirmative action and all other Federal-State requirements as outlined in the specifications.

7. INVOICES AND COMPENSATION. Contractor will follow Bid schedule and partial payments will be made accordingly NET 15 but no later than NET 30.

8. GENERAL TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS, INSURANCE

REQUIREMENTS, PROJECT SPECIAL PROVISIONS, AND OTHER CSB REQUIREMENTS. Contractor affirms that it has read and is familiar with the Contract Documents, including but not limited to the General Terms and Conditions, Special Terms and Conditions, Insurance Requirements, Project Special Provisions, and other CSB requirements, and agrees to be bound by those terms and conditions.

9. CHANGE ORDERS. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the parties in writing. Should the parties agree in writing to a change in the scope of services, then the parties will timely execute any applicable Change Order, which will address changes in scope of services, completion date, contract amount, any applicable material modifications, and any other matters that the parties deem necessary.

10. PREFERENCES IN EMPLOYMENT OF COLORADO LABOR. To the extent that obligations and responsibilities may be established by C.R.S. § 8-17-101 *et seq.,* as amended, with respect to certain public entities and those contracting therewith as to the procurement of services:

a. Colorado labor shall be employed to perform eighty percent (80%) of the work.
b. Any waiver of this requirement must comply with C.R.S. § 8-17-101 *et seq.,* as amended.

11. PERFORMANCE MEASURES. The Performance Measures for this Agreement shall be those outlined by Arvada in Section 22 of Special Terms and Conditions for Bidders in the CSB, which are included in the Contract Documents that are exhibits to this agreement.

12. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

14. PARAGRAPH CAPTIONS. The paragraph captions in this Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

15. INTEGRATION, AMENDMENT, AND SEVERABILITY. This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal, and enforceable.

16. NOTICES. Any notice or notification required or permitted by the Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously

furnished in writing, to the other party or parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

17. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF ARVADA, COLORADO

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST/WITNESS:

_____
City Clerk

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

CONTRACTOR

_____
Name:
Title:

CHANGE ORDER
No. ___

TO:

Upon Contractor acceptance and City approval, the work and Contract Documents for City of Arvada, Project No._____, entitled_____ will be adjusted to include the following:

Item	Description ADD	Qty.	Unit	Unit Cost	Add/Delete
1.					
2.					
3.					
4.					
TOTAL ADD					**$**

Adjustments to Contract Price & Time	Contract Dollars	Calendar Days
Contract Totals through and including Previous Change Orders	$	
Adjustments this Change Order **(Increase)**	$	
Contract Totals to Date – Including Change Order No._	$	

Contract Time Expires on:

APPROVED FOR CITY

_____

8101 Ralston Road
Arvada, CO 80002

ATTEST:

_____
City Clerk

ACCEPTED FOR CONTRACTOR

By:_____
Title:_____
Date: _____

APPROVED AS TO FORM:

For Rachael Morris, City Attorney

By: _____

PLAN TO BE UPDATED BY SELECTED CONTRACTOR

STORMWATER MANAGEMENT PLAN

2024 Water Main Replacement

Date of Preparation: (April 17, 2024)

Arvada Site Disturbance Permit: (SITE##-####)
CDPS Number: (COR#######)

Property Owner:
City of Arvada
Jenn Ventura, Civil Engineer II
jventura@arvada.org
720-402-4515

Property Operator:
City of Arvada
Sam Lewis, Utility Supervisor
slewis@arvada.org
720-898-7796

SWMP Preparer:
City of Arvada
Jenn Ventura, Civil Engineer II
jventura@arvada.org
720-402-4515

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APPENDICES

Appendix A – CDPS Construction Permit
Appendix B – Erosion and Sediment Control Plans, BMP Details and Landscape Plan
Appendix C – NRCS Soils Report
Appendix D – National Flood Hazard Layer - FIRMette
Appendix E – Inspection Forms – PENDING CONTRACTOR

1.0 INTRODUCTION

This SWMP identifies possible pollutant sources at this construction site that may contribute pollutants to stormwater and identifies control measures that when implemented in accordance with good engineering, hydrologic, and pollution control practices will reduce or eliminate any possible water quality impacts. A copy of this SWMP will be available onsite or will be easily accessible via an electronic format. This SWMP will be revised, as necessary, when site conditions change.

This SWMP was prepared in accordance with good engineering, hydrologic and pollution control practices. Changes or additions may be required to address changes in conditions at the project. If such changes are made, this SWMP will be updated accordingly. This SWMP will be implemented as written and updated from commencement of construction activity until final stabilization is achieved. This SWMP was developed to meet the Colorado Discharge Permit System (CDPS) General Permit for Stormwater Discharges Associated with Construction Activity (Permit No. COR-400000, effective April 1, 2019) authorizing stormwater discharges from construction activities that result in a total land disturbance of one acre or greater or if a project is less than an acre but part of a larger common plan of development. This SWMP was also developed to meet the City of Arvada's requirements. The City regulates stormwater through its Site Development Permit (SDP). A copy of the CDPS Construction Permit for this project is included in **Appendix A.**

2.0 PROJECT SITE LOCATION AND DESCRIPTION

This project will take place between W 73rd Place & W 80th Avenue from Oak St to Kipling Street in Arvada, CO. The area is primarily residential. Limits of construction and limits of disturbance will be limited to the side of the road where the excavated trench is needed for water main installation as shown in the project's Erosion and Sediment Control plan set.

- Total Area of Construction/Disturbance Limits: 2.29 acres

The purpose of this project is to replace identified water mains as part of the City's yearly water main replacement project. The work will include trench excavation for water line installation, paving, concrete flatwork replacement, landscaping, and demolition of a vault at 7550 Oak St.

Erosion and Sediment Control Plans are included in **Appendix B.**

3.0 SITE CONTACT INFORMATION

Owner: City of Arvada
Project Engineer: Jennifer Ventura
Title: Civil Engineer II
Address: 8101 Ralston RD
Phone: 720-402-4515
Email: jventura@arvada.org

Operator: City of Arvada
Name: Sam Lewis
Title: Utility Supervisor
Address: 8101 Ralston Rd Arvada, CO 80002
Phone: 720-898-7796
Email: slewis@arvada.org

Project Manager/Site Supervisor: TBD
Name:
Title:
Address:
Phone:
Email:

Qualified Stormwater Manager: TBD
Name:
Title:
Address:
Phone:
Email:

Control Measure Contractor: TBD
Name:
Title:
Address:
Phone:
Email:

Other:
Name:
Title:
Address:
Phone:
Email:

4.0 PROPOSED SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES

This water main installation project will take place in phases/sections. Construction phasing shall follow the general process described below:

1. Stage 1 – Mobilization - initializing the stabilized staging area, and installation of any vehicle tracking pads, rock socks, and inlet protection.
2. Stage 2 – During construction, all BMPs will be maintained in an operable and effective condition, which includes street sweeping of any roads near disturbed areas on a weekly basis. Control measures to be moved as needed as phases/sections are started and completed.
3. Stage 3 – Demobilization – Final stabilization shall occur almost immediately after paving operations have completed. After final paving, all rock socks, silt fence, vehicle tracking pads, stabilized staging areas, and inlet protection shall be removed from the site. After all BMP's have been removed, one final street sweeping operation shall occur.

Project Phase	Estimate Date	Controls to be implemented during each phase*
Pre-Disturbance/Site Preparation	September 2024 – September 2025	● Rock socks, inlet protection, vehicle tracking pads, and/or silt fence to be set up as noted in erosion control plans prior to construction starting for each phase/section

Project Phase	Estimate Date	Controls to be implemented during each phase*
Construction	September 2024 – September 2025	● All installed BMPs to be maintained
Final Stabilization	September 2025	● Seeding where required and removal of control measures around project area

5.0 EXISTING SOIL DATA

A soils report for the project area can be found in Appendix C.

6.0 EXISTING VEGETATION

Most of the project limits are in paved roadways, except for the vault to be demolished in the backyard of 7550 Oak St and the connection to the 36" transmission line south of W. 76th Dr. The approximate percent of vegetative coverage is 0.14 AC between both locations (determined using aerials). The replacement seed mix for the area at 7550 Oak St shall match the existing grass in the yard. The replacement seed mix for the area south of W. 76th Dr. shall match that specified in the City of Arvada Engineering Code of Standards and Specifications.

7.0 RECEIVING WATERS

7.1 Immediate and Ultimate Receiving Waters

The entirety of the project area sheet flows toward the Church Ditch. The storm sewer system in this neighborhood is scattered with most storm inlets on the south end of the project having direct outfalls into the Church Ditch.

It will be feasible for the project to maintain 50 feet of existing vegetation between construction activities and the receiving water.

This construction project is within the City of Arvada, which has a Phase II Municipal Separate Storm Sewer System (MS4) Permit from the State of Colorado.

Are their anticipated wetland impacts (Circle)? Yes (No)
Stream impacts (Circle)? Yes (No)

The entirety of the project area is outside of the FEMA flood zone.

A copy of the flood insurance rate map (FIRM) for this site (FIRMette) is included in Appendix E.

7.2 Stream Crossings

There are no stream crossings in this project.

7.3 Impaired Waters

This irrigation ditch not listed as impaired on the 303(d) list.

Is the stream listed as impaired (on 303 (d) list)? – No
If so, list the parameter of impairment and if any special treatment is required?

If yes impaired, does the stream have a TMDL and if so, list the impairment and any special treatment required?

8.0 POTENTIAL POLLUTANT SOURCES

Potential Source of Pollution	Potential Exists for this Project?	Description of Activities & Control Measures Used
Disturbed and stored soils ● Stockpiled soils (e.g. topsoil, embankments, wetland, spoils, etc.) ● Disturbed soils (exposed areas, staging areas, parking, etc.)v	Yes	Potential during all phases of construction activities, including but not limited to excavating, grading, cutting, filling, landscaping, etc. Potential pollutants include disturbed eroded sediment entering state waterways, inlets and sewers, and off right of way. Control Measures- Sediment control and stockpile containment may include usage of silt fence, rock socks, sediment control logs, and inlet protection as outlined in the SWMP narratives. Erosion control may include mulch/mulch tackifier application, seeding/ mulching, and vegetative protection. Administrative BMPs include site management and limiting number and location of stockpiles. Phased construction to reduce the amount of open area at any given time.
Vehicle tracking of sediments	Yes	Potential during all construction activities. Control Measures - Sediment control including vehicle tracking pads, street sweeping, and inlet protection. Minimize the number of entry and exit points, add orange perimeter fence to define construction entries/exits and establish perimeter control, and require equipment to be cleaned prior to arrival on site.
Management of contaminated soils	No	No known contaminated soils are expected to be encountered during this project. If contaminated soils/water are encountered, all activity shall be stopped until the situation can be assessed. The owner will be contacted.
Loading and unloading operations	Yes	Potential during delivery and staging of materials, equipment, soil, debris, etc. Control Measures - Loading and unloading operations shall occur within the

Potential Source of Pollution	Potential Exists for this Project?	Description of Activities & Control Measures Used
		disturbance limits of the project using designated vehicle tracking pads. Administrative controls include site management to minimize the number of areas at which loading/unloading occurs. Education as to where access points are on the project to prevent vehicle tracking.
Outdoor storage activities (erodible building materials, fertilizers, chemicals, etc.)	Yes	Potential during all phases of construction activities including delivery, staging/storage and use of various materials. <u>Control Measures</u> – Containment of the storage or staging areas using temporary berms or plastic/metal containment structures. Use of secondary containment device for storage of chemicals and petroleum products. Chemicals shall not be used, stored or stockpiled within 50 feet of state waters. Administrative controls including site management to ensure limited amount of materials are stored on site and are placed in proper designated areas.
Vehicle and equipment maintenance and fueling	Yes	Fueling of equipment or vehicles and equipment or vehicle repair activities may occur during all phases of construction activity. <u>Control Measures</u> – Limit areas where fueling occurs (no less than 50 feet from any state water, inlet, flow line). Ensure spill response kit is accessible where fueling is taking place. Use of plastic sheeting, drip pans, dirt berms and other measures to contain fluids. Immediate clean-up and disposal of spoils as detailed in the Spill Prevention, Control and Countermeasure Plan (Section 13). Secondary containment will be provided for containers 55 gallons or greater. Administrative controls include site management to limit equipment and vehicle maintenance that occurs on site.

Potential Source of Pollution	Potential Exists for this Project?	Description of Activities & Control Measures Used
Significant dust or particulate generating processes (e.g., saw cutting material, including dust)	Yes	Potential during clearing and grubbing, cut/fill activities, saw cutting/sanding work and final stabilization. Control Measures – Water truck on site for use as needed to minimize dust production. Use of pickup broom or vacuum during or immediately following saw cutting projects.
Routine maintenance activities including fertilizers, pesticides, herbicides, detergents, fuels, solvents, oils, etc.	Yes	Very few routine maintenance activities will occur on site. See Vehicle and Equipment maintenance for activities associated with those items. Control Measures – See Vehicle and Equipment Maintenance
On-site waste management practices (waste piles, liquid wastes, dumpsters)	Yes	All activities including clear and grubbing, demolition activities, et. Control Measures – Trash receptacles will be placed on site and garbage disposed of when full. Public trash will be routinely picked up around the site (daily) and disposed of in proper containers. Waste piles shall be placed a minimum of 50 feet from state waters, contained by earthen berms, silt fence, erosion logs, and landforms. Waste piles shall be placed in areas where stormwater runoff would not result in contamination of state waters. Liquid wastes will be contained and removed from site and properly disposed of by the subcontractors/contractor generating wastes in accordance with the Spill Prevention, Control and Countermeasure Plan (Section 13).
Concrete truck/equipment washing, including washing of the concrete truck chute and associated fixtures and equipment	Yes	Activities associated with this pollution source are concrete pours. Control Measures – Dedicated concrete washout areas that are clearly marked and maintained.
Dedicated asphalt, concrete batch plants and masonry mixing stations	No	Not applicable for this site. If these activities are added, then the SWMP will be amended.
Non-industrial waste sources such as worker trash and portable toilets	Yes	Potential throughout construction.

Potential Source of Pollution	Potential Exists for this Project?	Description of Activities & Control Measures Used
		Control Measures – See onsite waste management. Cleanup of trash will occur daily. A dumpster will be placed on site, at our office trailer. This will be emptied on a weekly basis, and more often, if waste amounts warrant extra pick-ups. Portable toilets will be located a minimum of 50 feet from state waters. They shall be adequately staked and cleaned on a weekly basis. They will be inspected daily for spills. Administrative controls will include site management practices to ensure workers are placing trash in the appropriate dumpsters. Monitoring to ensure trash dumpsters are removed from the site when full. Monitoring to ensure portable toilets are cleaned as needed, and repaired or removed if found to be leaking.
Other areas or procedures where spills can occur	No	Not applicable for this site. If these activities are added, then the SWMP will be amended.

9.0 NON-STORMWATER DISCHARGES

Potential Non-Stormwater Discharges	Potential Exists for this Project?	Description of Activities & Control Measures Used
Discharges from uncontaminated springs that do not originate from an area of land disturbance	No	Not applicable for this site. If these activities are added, then the SWMP will be amended.
Discharges to the ground of concrete washout water associated with the washing of concrete tools and concrete mixer chutes. Discharges of concrete washout water must not leave the site as surface runoff or reach receiving waters	Yes	A concrete wash-out area will be utilized to capture wastewater and waste products resulting from the cleaning of concrete and masonry equipment.
Discharges of landscape irrigation return flow	No	Not applicable for this site. If these activities are

Potential Non-Stormwater Discharges	Potential Exists for this Project?	Description of Activities & Control Measures Used
		added, then the SWMP will be amended.
Discharges from emergency fire-fighting activities	Yes	To the extent allowed by the circumstances at the scene and without compromising the health and safety of personnel or the public, emergency firefighting activities should be performed in a manner that avoids or minimizes discharges to the MS4. <u>BMPs</u> – If possible, avoid directing firefighting flows directly on erodible surfaces if runoff will enter Receiving Waters or MS4 facilities. If possible, apply fire-fighting flows so that runoff will flow over vegetated areas.
Dewatering activities meeting a low-risk discharge guidance	No	Groundwater is not anticipated to be encountered based on the Geotechnical Investigation. If dewatering is needed, and not able to be discharged per the CDPS low risk guidelines, a supplemental dewatering permit for dewatering through CDPS will be obtained. Any surface water dewatering covered under the CDPS guidelines needed for the project will be clearly identified on the site maps after installation.
Discharges covered under other CDPS discharge permits? *1.* When a flowing watercourse must be crossed regularly during construction and a temporary stream crossing is	[y/n?]	Groundwater Permit required for site

Potential Non-Stormwater Discharges	Potential Exists for this Project?	Description of Activities & Control Measures Used
needed, approval may be required by the U.S. Army Corps of Engineers. Under State requirements, documentation must be available showing that analysis was conducted to determine whether or not a permit was required. *2.* Anytime a discharge is pumped from a construction site due to groundwater, or groundwater comingled with stormwater, and discharged to a waterway or inlet, a Construction Dewatering Discharge Permit must be obtained from the State of Colorado. *3.* Other permits may include, but are not limited to, sand and gravel permits for batch plants, hydrostatic testing discharge permits, floodplain permits and others.		

10.0 EFFLUENT LIMITATIONS

10.1 Control Measure Details

This section includes the narrative description of appropriate control measures that will be implemented before, during, and after construction activities. Both structural and non-structural control measures will be described.

Control Measure Name	Description	Phase
Construction Phasing	Attention to construction phasing, scheduling, and sequencing of land disturbing activities. Erosion and sediment controls needs adjustment as the project progresses and should be documented in the SWMP.	All phases

Control Measure Name	Description	Phase
Concrete Washout Area	Designating and properly managing a specific area of the construction site as a concrete washout area. Designed to receive wash waster from washing of tools and concrete mixer chutes, liquid concrete waste from dump trucks, mobile batch mixers, or pump trucks. **Surface discharges of concrete washout water from construction sites are prohibited.**	All Phases
Erosion Control Blanket	Temporary or permanently installed manufactured products designed to control erosion and enhance vegetation establishment and survivability, particularly on slopes and in channels.	Final stabilization
Good Housekeeping	Prevents pollution associated with solid, liquid and hazardous construction-related materials and wastes.	All Phases
Inlet Protection	Permeable barriers installed around an inlet to filter runoff and remove sediment prior to entering a storm drain inlet. Inlet protection can be constructed from rock socks, sediment control logs, silt fence, block and rock socks, or other materials.	All Phases
Outlet Protection	Helps reduce erosion immediately downstream of a pipe, culvert, slope drain, rundown or other conveyance with concentrated, high-velocity flows. Typical outlet protection consists of riprap or rock aprons at the conveyance outlet.	All Phases
Rock Socks	Used either as a perimeter control or as part of inlet protection. Traps sediment from stormwater runoff that flows onto roadways as a result of construction activities. Constructed of gravel that has been wrapped by wire mesh or a geotextile to form an elongated cylindrical filter.	All Phases
Sediment Control Log	A linear roll made of natural materials such as straw, coconut fiber, or other fibrous material trenched into the ground and held with a wooden stake. They are used as a sediment barrier to intercept sheet flow runoff from disturbed areas.	All Phases
Seeding and Mulching	Seeding is used to stabilize disturbed areas that will be inactive for an extended period or at final grade that will not be otherwise stabilized. Effective seeding includes preparation of a seedbed, selection of an appropriate seed mixture, proper planting techniques, and protection of the seeded area with mulch, geotextiles, or other appropriate measures. Mulching consists of evenly applying straw, hay, shredded wood mulch, rock, bark or compost to disturbed soils and securing the mulch by crimping, tackifiers, netting or other measures. Reduces erosion by protecting bare soil from rainfall impact, increasing infiltration, and reducing runoff.	Final stabilization
Silt Fencing	Geotextile fabric installed using stakes on down-gradient side and trenched into soil. Provides sediment control by	All Phases

Control Measure Name	Description	Phase
	reducing runoff velocity. Used as perimeter control and back of curb control	
Stabilized Staging Area	A clearly designated area where construction equipment and vehicles, stockpiles, waste bins, and other construction-related materials are stored. The contractor office trailer may also be located in this area.	All Phases
Stockpile Management	Minimizes erosion and sediment transport from soil stockpiles. Should be used when soils or other erodible materials are stored at the construction site. Special attention should be given to stockpiles in close proximity to natural or manmade storm systems.	All Phases
Street Sweeping	Uses mechanical pavement cleaning practices to reduce sediment, litter and other debris washed into storm sewers by runoff. Reduces pollutant loading to receiving waters and in some cases reduces clogging of storm sewers and prolong the life of infiltration oriented BMPs and reduce clogging of outlet structures in detention BMPs.	All phases as needed
Tree Protection	Used to maintain a stable surface cover as part of construction phasing or provide protection in areas designated to remain in natural conditions under post-development conditions. Includes installation of a construction fence around the area requiring protection. Where upgradient areas are disturbed, it may also be necessary to install perimeter controls to minimize sediment loading to sensitive areas.	All phases
Vehicle Tracking Control	Provides stabilized construction site access where vehicles exit the site onto paved public roads. Helps remove sediment (mud or dirt) from vehicles, reducing tracking onto the paved surface. Constructed from angular rock or other proprietary materials.	All Phases

10.2 Other Effluent Limitations

Additional controls measures:

- Soil Compaction – Soil compaction must be minimized for areas where infiltration control measures will occur or where final stabilization will be achieved through vegetative cover.
- Topsoil Preservation – Unless infeasible, topsoil will be preserved for those areas of a site that will utilize vegetative final stabilization. Topsoil preservation may include the following measures:
    - Limit construction disturbance area including those used for access by installing construction fence or other means to limit impacts to existing topsoil.
    - In areas of grading or excavation, strip and segregate topsoil separately from other excavated materials.

    - In areas with construction traffic where topsoil is likely to mix with subsoil, strip and stockpile topsoil.
- Minimize Disturbances – Disturbances will be minimized to the extent feasible especially on steep slopes.
- Temporary Stabilization – Temporary stabilization must be implemented for earth disturbing activities on any portion of the site where ground disturbing construction activity has permanently ceased, or temporarily ceased for more than 14 calendar days. Temporary stabilization methods may include, but are not limited to, surface roughening, tarps, soil tackifier, and hydroseed and although not specifically outlined in the permit may also include temporary hard surfaces. During the seasons when seeding does not produce vegetative cover, temporary stabilization will occur. The permittee may exceed the 14-day schedule when either the function of the specific area of the site requires it to remain disturbed, or physical characteristics of the terrain and climate prevent stabilization. The SWMP must document the constraints necessitating the alternative schedule, provide the alternate stabilization schedule, and identify all locations where the alternative schedule is applicable on the site map.
- Construction activities will be limited to those areas within the limits of disturbance as shown on the plans. Construction activities in addition to normal construction procedures will include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access and any other action which would disturb existing conditions. Off road staging areas or stockpiles must be pre-approved by the City of Arvada. Disturbances beyond these limits will be restored to original condition.

Other controls related to final stabilization, bulk storage, spill prevention, and protection of vegetation within 50 feet of receiving waters are covered in other sections of this SWMP.

11.0 MATERIALS HANDLING

This section includes the narrative description of all potential pollutants other than sediment that will be handled and disposed of in an appropriate manner that does not contaminate stormwater.

Material/Waste Product Name	Description and Intended Use and Associated Control Measure	Phase
Concrete Curing Compounds	Used for concrete work. Containers will be kept intact with no leakage and in an area with good housekeeping practices to avoid spills	During concrete pouring activities
Diesel	Used to fuel equipment. Containers will be kept intact with no leakage and in an area with good housekeeping practices to avoid spills	All phases when heavy equipment tis in use
Diesel Engine Antifreeze Coolant	Used in equipment. Containers will be kept intact with no leakage and in an area with good housekeeping practices to avoid spills	All phases when heavy equipment tis in use
Hydraulic Oil	Used in equipment. Containers will be kept intact with no leakage and in an	All phases when heavy equipment tis in use

Material/Waste Product Name	Description and Intended Use and Associated Control Measure	Phase
	area with good housekeeping practices to avoid spills	
Motor Oil	Used in equipment. Containers will be kept intact with no leakage and in an area with good housekeeping practices to avoid spills	All phases when heavy equipment tis in use
Unleaded Gasoline	Used to fuel equipment. Containers will be kept intact with no leakage and in an area with good housekeeping practices to avoid spills	All phases when heavy equipment tis in use

12.0 CONTROL MEASURE MAINTENANCE

All erosion and sediment control practices and other protective measures identified in the SWMP will be maintained in effective operating condition. Control measures that are not adequately maintained in accordance with good engineering, hydrologic and pollution control practices, including removal of collected sediment outside the acceptable tolerances of the control measures are considered to be no longer operating effectively and must be addressed.

Assessment of control measures will be performed as part of the comprehensive inspection. Where site assessment results in the determination that new or replacement control measures are necessary, the control measures must be installed to ensure ongoing compliance with this SWMP. Where control measures have failed or are otherwise non-compliant, they must be addressed immediately or an alternative schedule with rationale will be supplied in the inspection corrective action log. See control measures details and specification for specific maintenance information.

13.0 SPILL PREVENTION AND RESPONSE PLAN

13.1 Spill Prevention

All parties on site will take all measures necessary to prevent spills that could negatively impact stormwater quality. The following general spill prevention methods should be used on site:

- Ensuring personal safety for all personnel affected by the spill;
- Proper storage of all materials;
- Proper maintenance of all containers;
- Bulk storage, 55 gallons or greater, for petroleum products and other liquid chemicals must have secondary containment or equivalent;
- Train employees in spill prevention and cleanup;
- Designate responsible individuals to oversee and enforce control measures;
- Spills should be covered and protected from stormwater run-on during rainfall to the extent that it doesn't compromise cleanup activities;
- Do not bury or clean/wash spills with water without using a wet vacuum;
- Store and dispose of used clean up materials, contaminated materials, and recovered spill material properly;

- Do not allow water used for cleaning and decontamination to enter storm drains or waterways;
- Contain water overflow or minor water spillage and do not allow it to discharge into storm drains or waterways;
- Loading and unloading of chemicals should be observed by on site personnel at all times;
- Do not store chemicals within 50 feet of a storm drain or waterway; and
- All spills must be documented and properly cleaned up immediately.

13.2 Spill Prevention and Response Training

Prior to project startup, personnel and contractors will be trained in the following spill control procedures by the Erosion Control Specialist/Qualified Stormwater Manager.

- Chemicals planned to be used on site;
- Spill control;
- Containment, vessel, tank, and piping inspection and maintenance;
- Spill response, containment, and clean-up; and
- Company policies on reporting and responding to spills.

13.3 Environmental Sensitive Areas

There are no environmentally sensitive areas in the work area.

13.4 Spill Reporting and Cleanup Contacts

All responsible personnel and their corresponding contact information are presented in the table below.

Responsibility	Name and Title	Phone Number
Emergency Local Fire, Police, & Ambulance	N/A	911
EPA National Response Center	N/A	1-800-424-8802
CDPHE Spill Reporting Hotline	N/A	1-877-518-5608
Primary Contact for Spills		
Secondary Contact for Spills		
On-Site Spill Responder		
Arvada Stormwater Team	Jake Moyer/Stormwater Administrator	720-898-7812

13.5 Location of Spill Kits

The kit will contain an absorbent boon, absorbent rags, absorbent litter and an over-pack drum to storm the material. Spill kit materials should be replenished after use in the field. Spill kits should be inspected regularly to check if materials need to be replenished.

Type of Spill Kit	Location

13.6 Quantities of Chemical and Locations Stored On-Site

The following is a table of chemical quantities and where they are located on site. (Note: Also refer to the Potential Pollutants list and evaluation in Section 8 of this SWMP.)

Material	Quantity	Staging/Storage Location

13.7 Chemical Container Labeling

Any products/chemicals that are located or stored on site shall be properly labeled as to the contents of the material. The Safety Data Sheet (SDS) for all products/chemicals utilized on site can be found in a notebook at the project trailer.

13.8 Minor Spills (less than 5 gallons)

Notification and cleanup procedures to be implemented in the event of a spill for spills which do not enter state waters or are under reporting limits of the chemical of concern (e.g. diesel fuel, hydraulic fluid, motor oil, used hydraulic fluid and motor oil, tack oil).

- Minor spills typically involve small quantities of oil, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spills.
- Absorbent materials should be promptly removed and disposed of properly.
- Follow the practice below for a minor spill:
    - Contain the spread of the spill.
    - Recover spilled materials.
    - Clean the contaminated area and properly dispose of contaminated materials.
- Keep within permitted area.
- It must not threaten any stormwater conveyance.

13.9 Major Spills (greater than 5 gallons)

Significant spill procedures for spills of any size that enter state waters or have the potential to do so and can be controlled by the first responder along with the aid of other trained personnel. Section 13.4 above contains spill notification contacts and phone numbers. This response may require all work to stop. Spills must be cleaned up immediately.

- Contain spread of the spill.
- Notify the project foreman immediately.
- If the spill occurs on paved or impermeable surfaces, clean up using dry methods. Contain the spill by encircling with absorbent materials and do not let the spill spread. Make sure nearby storm drains and waterways are protected.
- If the spill occurs in a dirt area, immediately contain the spill by constructing an earthen berm. Dig up and properly disposed of contaminated soil.

- If the spill occurs during a rain event, cover the spill with tarps, visqueen or similar material to prevent contaminating runoff. Make sure nearby storm drains and waterways are protected.

13.10 Notification of Regulatory Agencies

For non-hazardous materials which may endanger health or the environment; spills or discharge of hazardous substance or oil, which may cause pollution of the waters of the state; the following measures shall be implemented:

- Contact the CDPHE Environmental Emergency Spill Reporting Line (1-877-518-5608) within 24 hours of the spill event. A written notification to the CDPHE-EMP is necessary within 5 days.
- Contact the Colorado State Patrol 24-hour hotline (1-303-239-4501) if the spill is on a state highway.
- Report spill to the Project Engineer.
- Call the Arvada Stormwater Team (720-898-7812) if spilled material spreads to an Arvada storm drain or a waterway.

For spills involving hazardous materials, the following measures shall be implemented:

- Contact the local emergency response team by dialing 911.
- Contact the CDPHE Environmental Emergency Spill Reporting Line (1-877-518-5608) within 24 hours of the spill event. A written notification to the CDPHE-EMP is necessary within 5 days.
- Contact the Colorado State Patrol 24-hour hotline (1-303-239-4501) if the spill is on a state highway.
- Call the Arvada Stormwater Team (720-898-7812) if spilled material spreads to an Arvada storm drain or a waterway.

14.0 FINAL STABILIZATION

14.1 Establishing Final Stabilization

Final stabilization is reached when all ground surface disturbing activities at the construction site are complete; and, for all areas of ground surface disturbing activities, a uniform vegetative cover with an individual plant density of at least 70 percent (uniform) of what would have been provided by native vegetation in a local, undisturbed area.

14.2 Final Stabilization Measures

a) The SWMP shall clearly describe the practices used to achieve final stabilization of all disturbed areas at the site, and any planned practices to control pollutants in stormwater discharges that will occur after construction operations have been completed at the site.

b) Unless infeasible, topsoil shall be preserved for those areas of a site that will utilize vegetative final stabilization.

c) Final stabilization practices for obtaining a vegetative cover should include, as appropriate: seed mix selection and application methods; soil preparation and amendments; soil stabilization practices (e.g., crimped straw, hydro mulch or rolled erosion control products); and appropriate sediment control measures as needed until final stabilization is achieved; etc.

All final stabilization methods shall be in accordance with Section 1000 of the City of Arvada's Engineering Code of Standards and Specifications

14.2.1 Seeding Plan

Seeding will be needed in the backyard of 7555 Oak Street. The grass seed shall be the same as existing, as identified by the property owner, or must meet the requirements identified in section 1000 of the Engineering Code of Standards and Specifications.

Seeding will also be necessary on the south side of W 76th Dr. The grass seed shall meet the requirements identified in section 1000 of the Engineering Code of Standards and Specifications.

14.2.2 Reseeding Operations /Corrective Stabilization

Areas where seed has not germinated after one season will be evaluated by the City. Areas that have not germinated will have seed, mulch and mulch tackifier (or blanket) reapplied in accordance with Section 1000 of the City's Engineering Standards and Specifications.

14.3 Long-Term/Permanent Stormwater Control Measures

The site will be returned to pre-construction vegetated conditions.

15.0 INSPECTIONS

During construction the site will be inspected by a Qualified Stormwater Manager at one of the following frequencies approved by the CDPHE:

- At least one inspection every 7 calendar days
- At least one inspection every 14 calendar days including post storm inspections within 24 hours of a storm that causes surface erosion.

The City of Arvada allows a 14-day and post storm inspection frequency.

Inspect the following areas for evidence of, or the potential for, pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters:

- Construction site perimeter;
- All disturbed areas;
- Designated haul routes;
- Material and waste storage areas exposed to precipitation;
- Locations where stormwater has the potential to discharge offsite; and
- Locations where vehicles exit the site.

A reduced frequency inspection schedule may be followed with approval from the City of Westminster for the following site conditions:

- Inspections at completed sites that are awaiting final stabilization
- Winter conditions exclusion

A copy of a blank inspection form is included in **Appendix E**. Completed inspection forms must be kept on site or be easily accessible via an electronic format.

16.0 RECORDKEEPING

A copy of this SWMP and all inspection records must be retained for three years from the permit termination date.

APPENDIX A

CDPS CONSTRUCTION PERMIT - PENDING CONTRACTOR

APPENDIX B

EROSION AND SEDIMENT CONTROL PLANS, BMP DETAILS, AND LANDSCAPE PLANS - REFER TO DESIGN SHEETS

APPENDIX C

NRCS SOILS REPORT

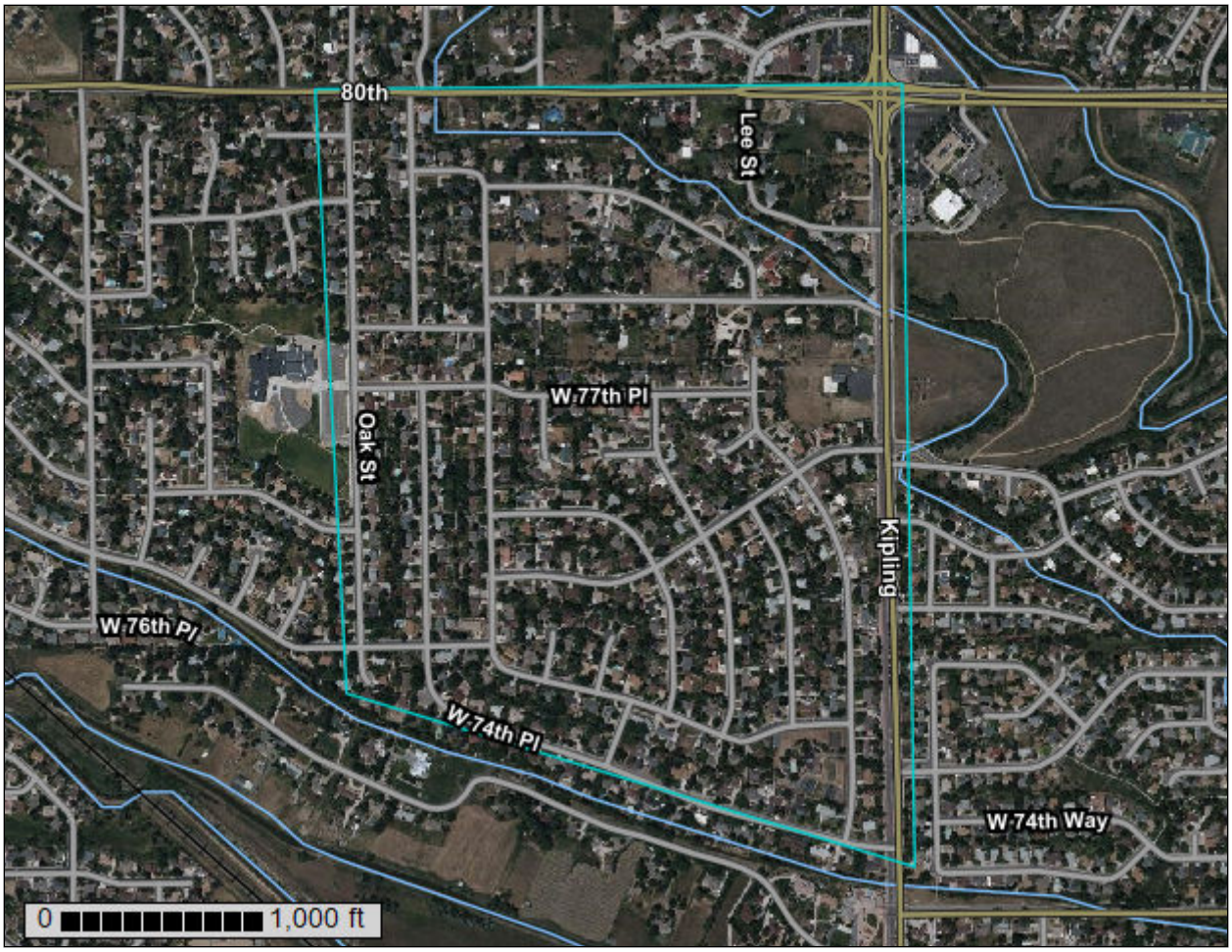
United States Department of Agriculture

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Golden Area, Colorado, Parts of Denver, Douglas, Jefferson, and Park Counties

24-WA-01 - 2024 Water Main Replacement Project



May 1, 2024

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

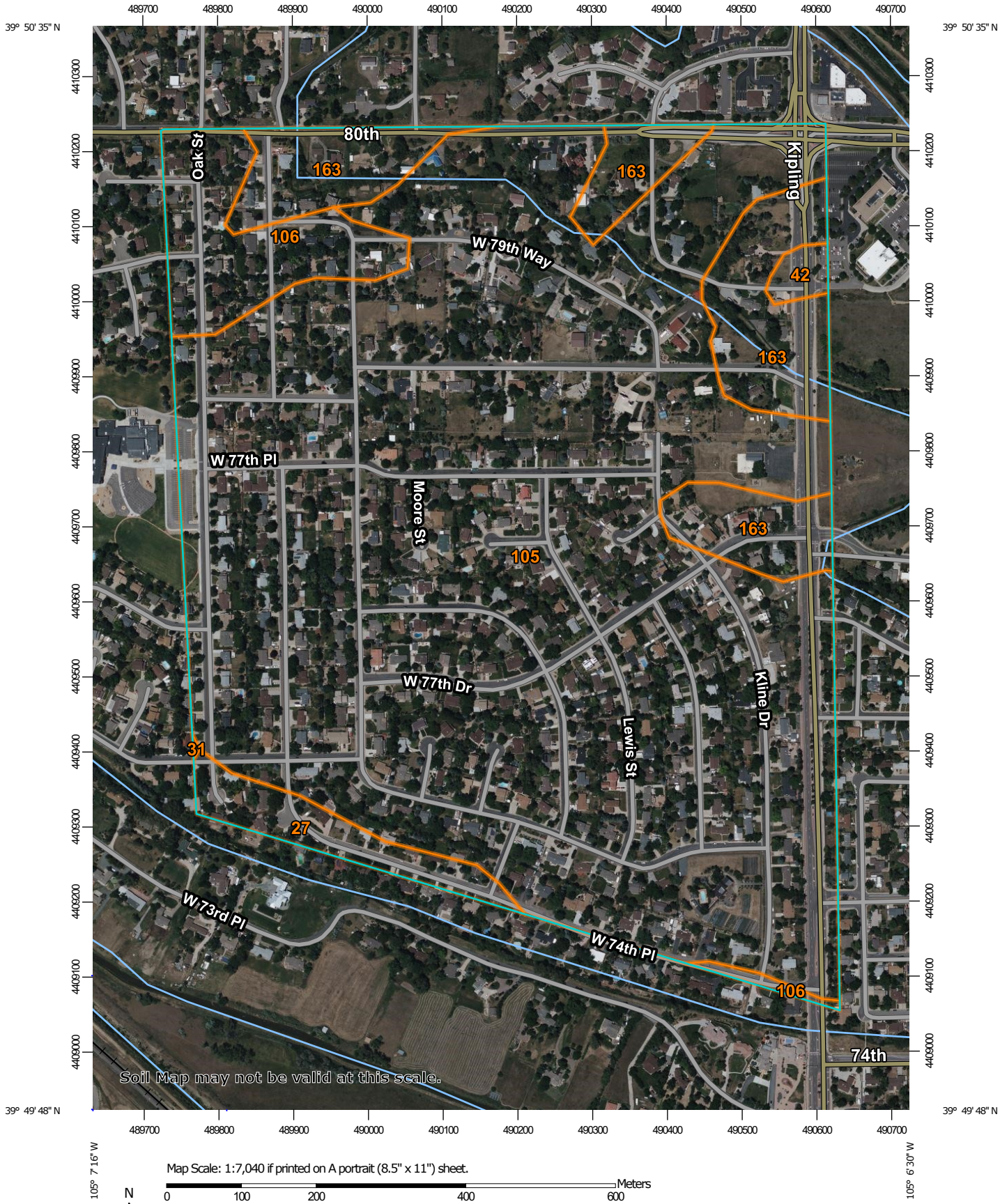
After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,040 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 13N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Golden Area, Colorado, Parts of Denver, Douglas, Jefferson, and Park Counties
Survey Area Data: Version 18, Aug 24, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 1, 2020—Jul 2, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
27	Denver clay loam, 5 to 9 percent slopes	5.7	2.5%
31	Denver-Kutch-Midway clay loams, 9 to 25 percent slopes	0.0	0.0%
42	Englewood clay loam, 2 to 5 percent slopes	1.2	0.5%
105	Nunn-Urban land complex, 0 to 2 percent slopes	182.3	80.6%
106	Nunn-Urban land complex, 2 to 5 percent slopes	12.1	5.3%
163	Ulm-Urban land complex, 5 to 9 percent slopes	24.9	11.0%
Totals for Area of Interest		**226.3**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Golden Area, Colorado, Parts of Denver, Douglas, Jefferson, and Park Counties

27—Denver clay loam, 5 to 9 percent slopes

Map Unit Setting

National map unit symbol: jpnd
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Not prime farmland

Map Unit Composition

Denver and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Denver

Setting

Landform: Hillslopes, alluvial fans, terraces
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope, tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, clayey alluvium

Typical profile

H1 - 0 to 6 inches: clay loam
H2 - 6 to 29 inches: silty clay
H3 - 29 to 60 inches: silty clay

Properties and qualities

Slope: 5 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Minor Components

Kutch

Percent of map unit: 3 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Englewood

Percent of map unit: 3 percent
Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Nunn

Percent of map unit: 3 percent
Landform: Alluvial fans, hillslopes, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope, tread
Down-slope shape: Linear
Across-slope shape: Linear, convex
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Standley

Percent of map unit: 3 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Ulm

Percent of map unit: 2 percent
Landform: Hillslopes
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Urban land

Percent of map unit: 1 percent
Hydric soil rating: No

31—Denver-Kutch-Midway clay loams, 9 to 25 percent slopes

Map Unit Setting

National map unit symbol: jpnk
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Not prime farmland

Map Unit Composition

Denver and similar soils: 35 percent
Kutch and similar soils: 30 percent
Midway and similar soils: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Denver

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, clayey alluvium

Typical profile

H1 - 0 to 6 inches: clay loam
H2 - 6 to 29 inches: silty clay
H3 - 29 to 60 inches: silty clay

Properties and qualities

Slope: 9 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Ecological site: R049XB208CO - Clayey Foothill

Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Description of Kutch

Setting

Landform: Hillslopes
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Parent material: Calcareous, clayey residuum weathered from shale and/or colluvium

Typical profile

H1 - 0 to 3 inches: clay loam
H2 - 3 to 19 inches: clay
H3 - 19 to 26 inches: clay loam
H4 - 26 to 30 inches: weathered bedrock

Properties and qualities

Slope: 9 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Gypsum, maximum content: 2 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Available water supply, 0 to 60 inches: Low (about 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: D
Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Description of Midway

Setting

Landform: Ridges
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Calcareous, clayey residuum weathered from shale

Typical profile

H1 - 0 to 3 inches: clay loam
H2 - 3 to 14 inches: clay
H3 - 14 to 18 inches: weathered bedrock

Properties and qualities

Slope: 18 to 25 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Gypsum, maximum content: 2 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 2.0
Available water supply, 0 to 60 inches: Very low (about 2.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: D
Ecological site: R049XB212CO - Shaly Foothill
Hydric soil rating: No

Minor Components

Nunn

Percent of map unit: 4 percent
Landform: Fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Englewood

Percent of map unit: 4 percent
Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Renohill

Percent of map unit: 4 percent
Landform: Hillslopes
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Urban land

Percent of map unit: 3 percent
Hydric soil rating: No

42—Englewood clay loam, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: jpny
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Englewood and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Englewood

Setting

Landform: Drainageways, alluvial fans
Down-slope shape: Linear
Across-slope shape: Concave, linear
Parent material: Clayey, calcareous alluvium

Typical profile

H1 - 0 to 9 inches: clay loam
H2 - 9 to 39 inches: clay
H3 - 39 to 60 inches: clay loam

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 9.5 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)

Hydric soil rating: No

Minor Components

Denver
Percent of map unit: 3 percent
Landform: Alluvial fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Englewood, wet, rarely flooded
Percent of map unit: 3 percent
Landform: Drainageways, flood plains, alluvial fans
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: R048BY265CO - Salt Meadow
Hydric soil rating: No

Haverson, rarely flooded
Percent of map unit: 3 percent
Landform: Drainageways, flood plains
Down-slope shape: Linear
Across-slope shape: Concave, linear
Ecological site: R049XY036CO - Overflow
Hydric soil rating: No

Urban land
Percent of map unit: 3 percent
Hydric soil rating: No

Nunn
Percent of map unit: 3 percent
Landform: Fans
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

105—Nunn-Urban land complex, 0 to 2 percent slopes

Map Unit Setting
National map unit symbol: jpkj
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Not prime farmland

Map Unit Composition
Nunn and similar soils: 65 percent

Urban land: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nunn

Setting

Landform: Terraces, fans
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Clayey, calcareous alluvium

Typical profile

H1 - 0 to 6 inches: clay loam
H2 - 6 to 30 inches: clay
H3 - 30 to 60 inches: clay loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3c
Hydrologic Soil Group: C
Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Description of Urban Land

Typical profile

H1 - 0 to 6 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Denver

Percent of map unit: 5 percent
Landform: Alluvial fans, terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill

Hydric soil rating: No

Englewood

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Standley

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

106—Nunn-Urban land complex, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: jpkk
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Not prime farmland

Map Unit Composition

Nunn and similar soils: 65 percent
Urban land: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nunn

Setting

Landform: Fans, terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Clayey, calcareous alluvium

Typical profile

H1 - 0 to 6 inches: clay loam
H2 - 6 to 30 inches: clay
H3 - 30 to 60 inches: clay loam

Properties and qualities

Slope: 2 to 5 percent

Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: High (about 10.2 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Description of Urban Land

Typical profile

H1 - 0 to 6 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Englewood

Percent of map unit: 5 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Standley

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Denver

Percent of map unit: 5 percent
Landform: Alluvial fans, terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

163—Ulm-Urban land complex, 5 to 9 percent slopes

Map Unit Setting

National map unit symbol: jpml
Elevation: 5,200 to 6,500 feet
Mean annual precipitation: 13 to 17 inches
Frost-free period: 126 to 142 days
Farmland classification: Not prime farmland

Map Unit Composition

Ulm and similar soils: 65 percent
Urban land: 20 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ulm

Setting

Landform: Terraces, hillslopes
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Interfluve, side slope, tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, clayey alluvium derived from calcareous shale

Typical profile

H1 - 0 to 6 inches: clay loam
H2 - 6 to 21 inches: clay
H3 - 21 to 50 inches: clay
H4 - 50 to 60 inches: clay loam

Properties and qualities

Slope: 5 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C

Ecological site: R049XB208CO - Clayey Foothill
Other vegetative classification: CLAYEY FOOTHILL (048AY208CO)
Hydric soil rating: No

Description of Urban Land

Setting

Landform: Terraces, hillslopes
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 6 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Manzanola

Percent of map unit: 3 percent
Landform: Hillslopes, ridges
Landform position (two-dimensional): Summit, backslope
Landform position (three-dimensional): Side slope, crest
Down-slope shape: Convex, linear
Across-slope shape: Linear, convex
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Renohill

Percent of map unit: 3 percent
Landform: Hillslopes, ridges
Landform position (two-dimensional): Shoulder, backslope
Landform position (three-dimensional): Side slope, crest
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Nunn

Percent of map unit: 3 percent
Landform: Hillslopes, terraces
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope, tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Denver

Percent of map unit: 3 percent
Landform: Hillslopes, terraces
Landform position (two-dimensional): Backslope, footslope
Landform position (three-dimensional): Side slope, tread
Down-slope shape: Linear
Across-slope shape: Linear

Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

Englewood

Percent of map unit: 3 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R049XB208CO - Clayey Foothill
Hydric soil rating: No

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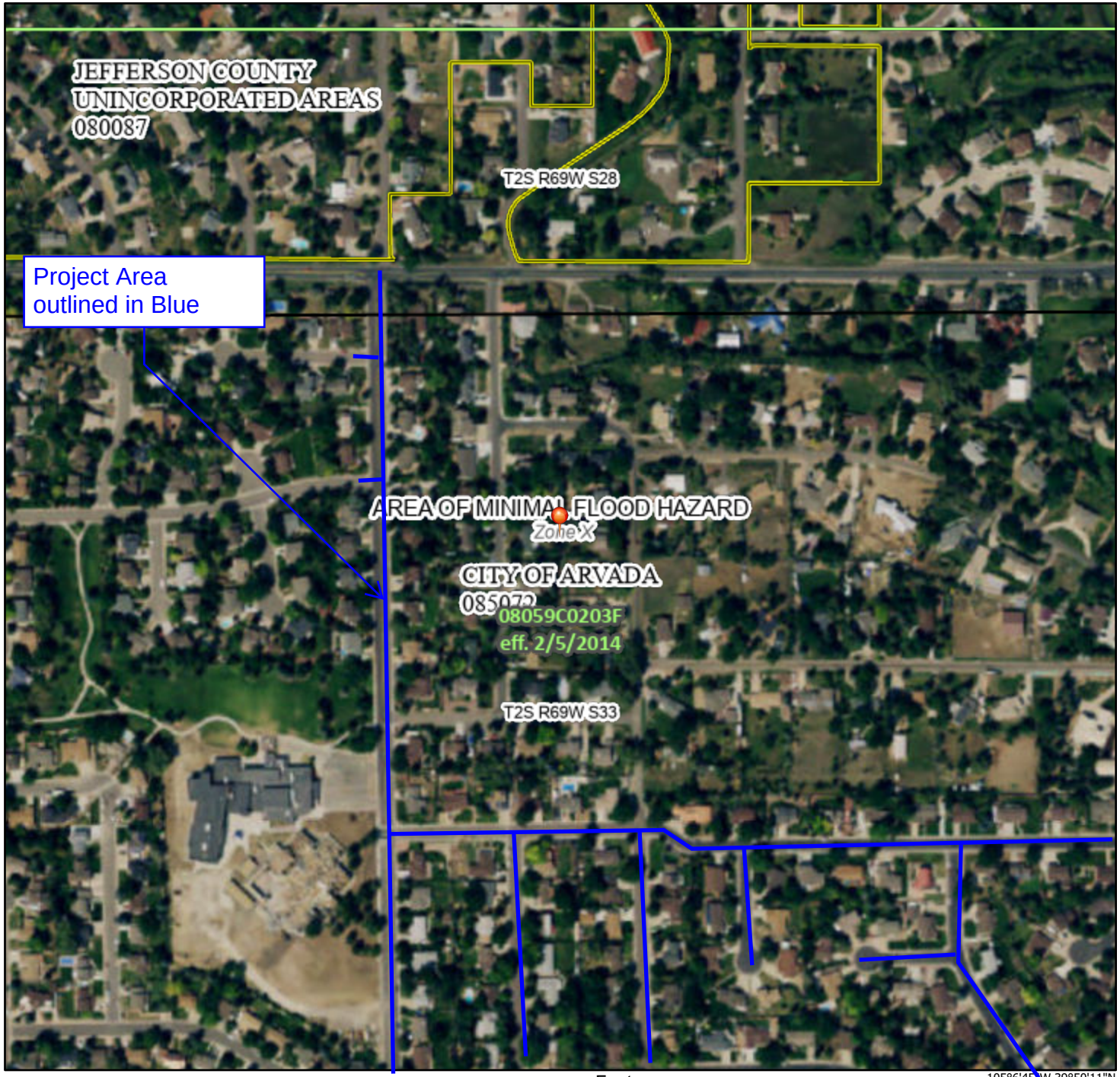
APPENDIX D

NATIONAL FLOOD HAZARD LAYER – FIRMette

National Flood Hazard Layer FIRMette

FEMA

105°7'23"W 39°50'38"N



105°6'45"W 39°50'11"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- B 20.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- 8 Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

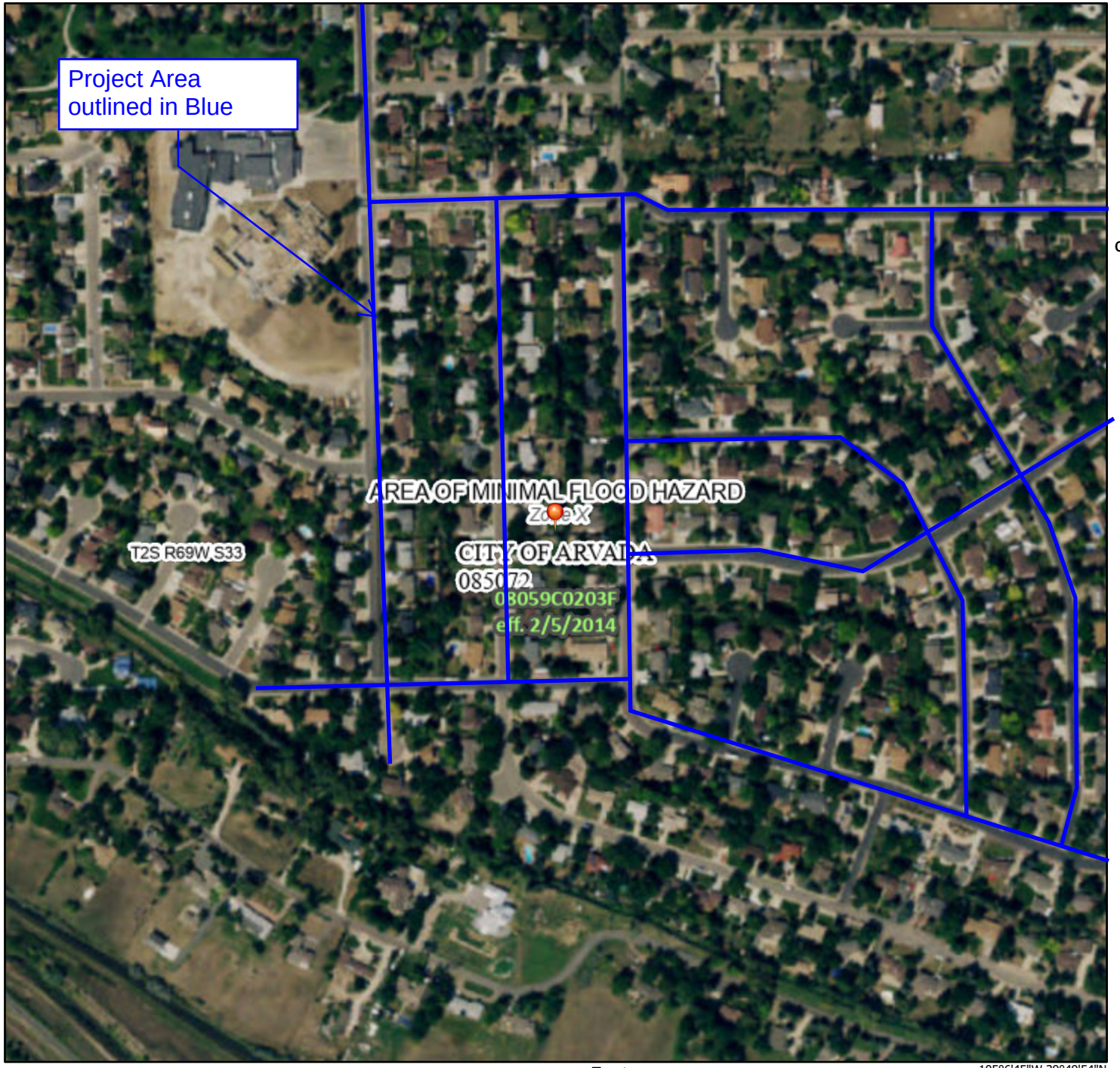
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/28/2024 at 5:43 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMette

FEMA

105°7'22"W 39°50'22"N



105°6'45"W 39°49'54"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

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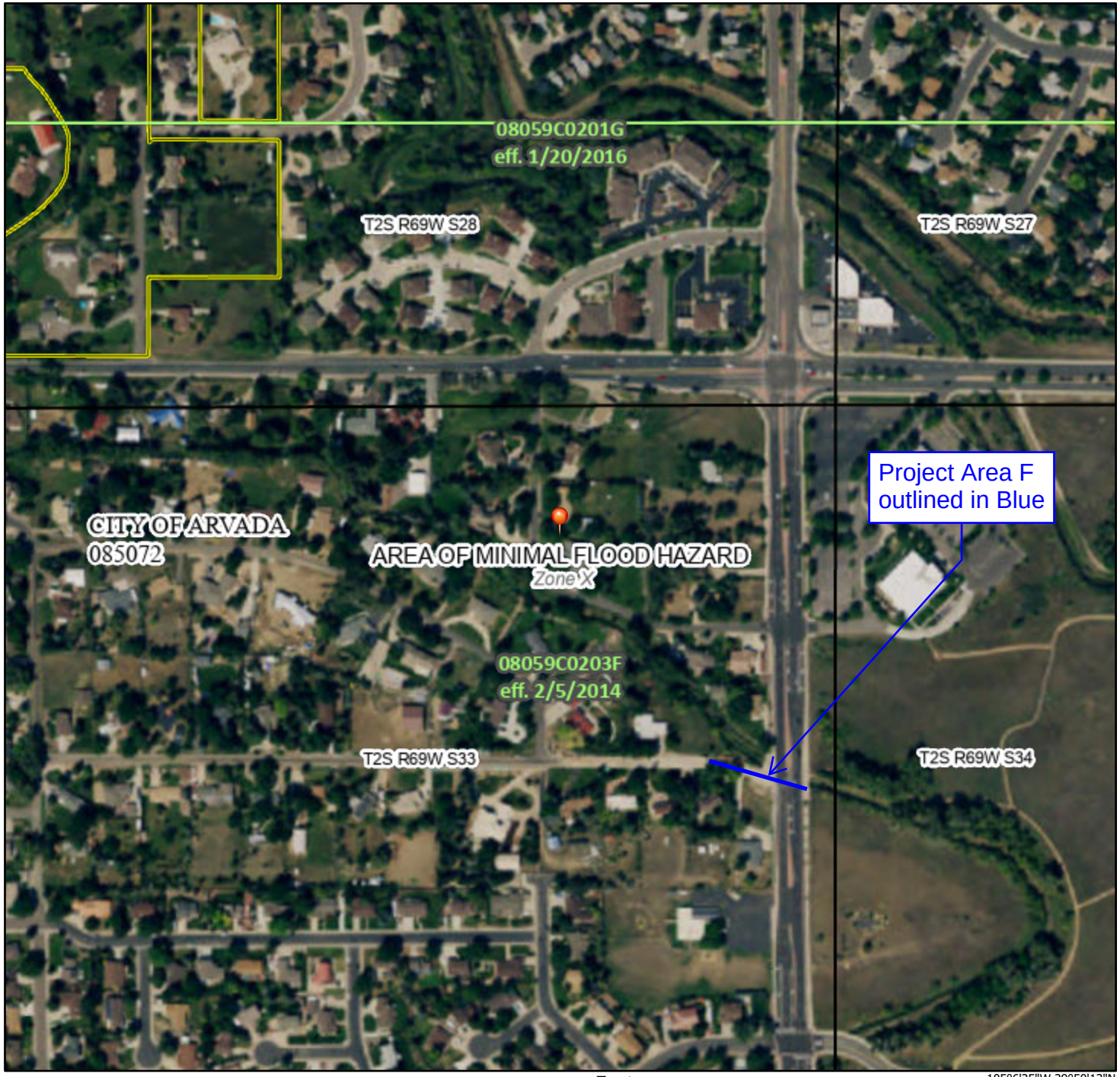
National Flood Hazard Layer FIRMette

FEMA

105°7'3"W 39°50'41"N



105°6'25"W 39°50'13"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

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MAP PANELS
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National Flood Hazard Layer FIRMette

FEMA

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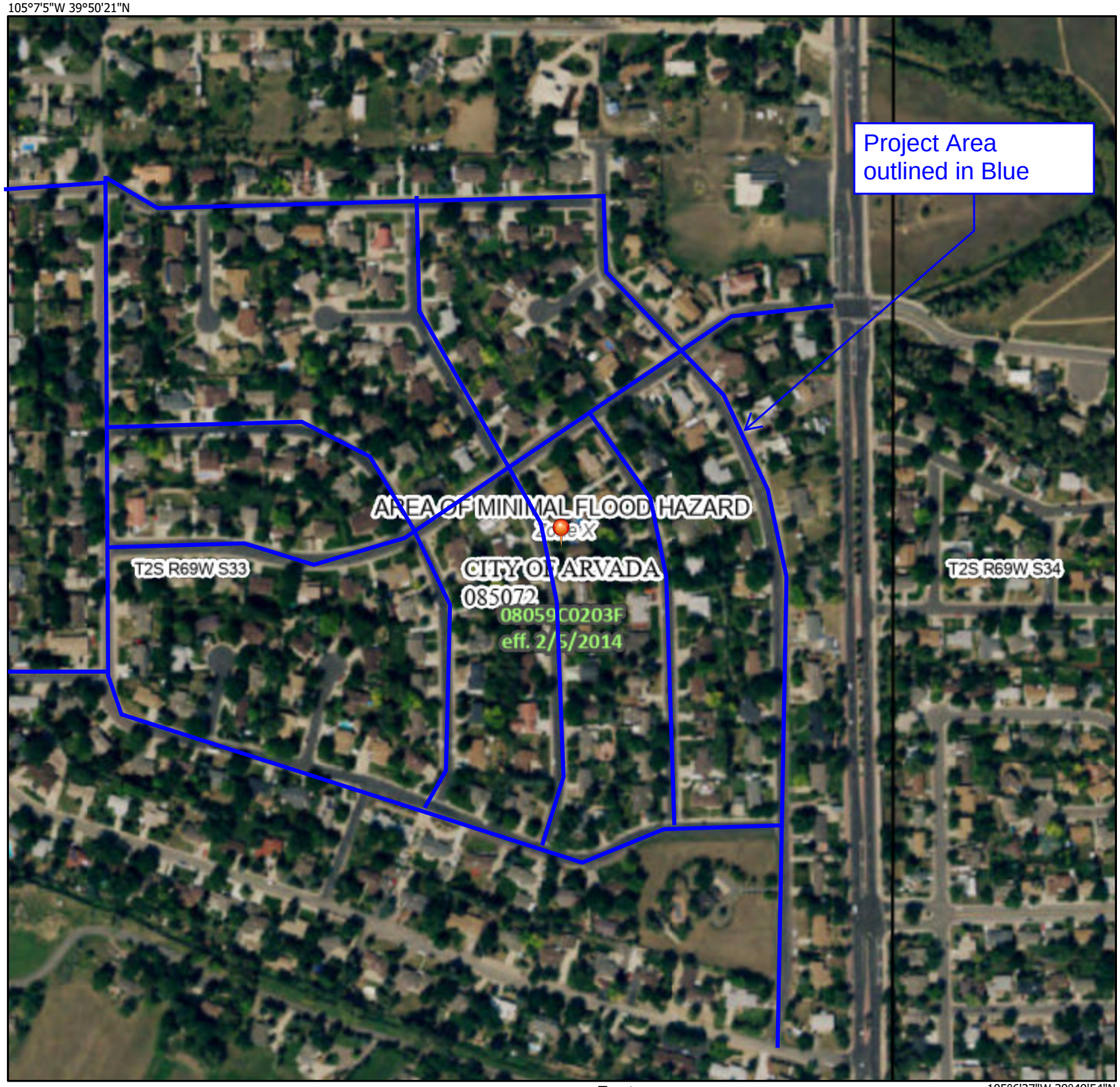

105°6'27"W 39°49'54"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

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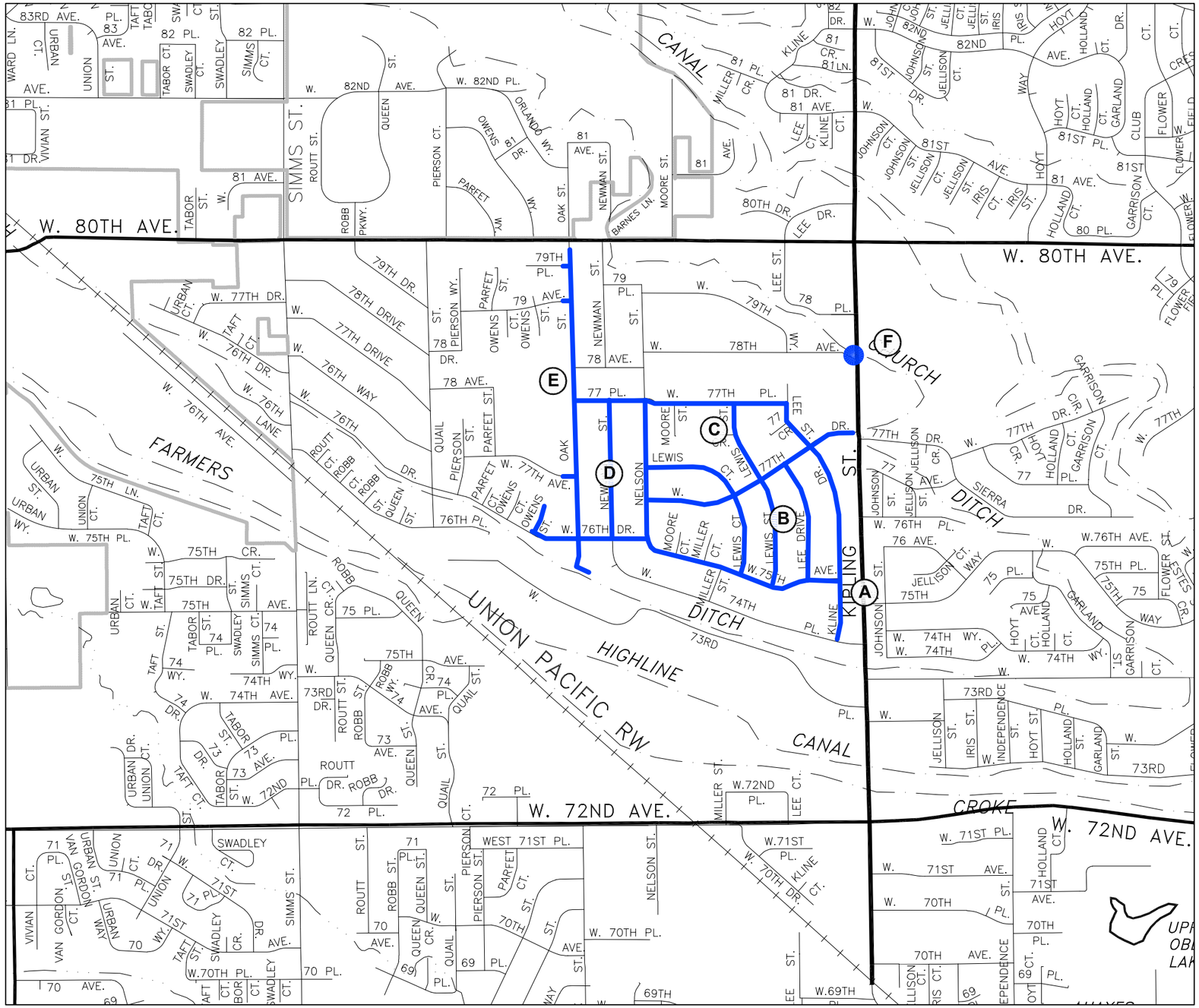
APPENDIX E

INSPECTION FORMS - PENDING CONTRACTOR



CITY OF ARVADA

PROJECT 24-WA-01
2024 WATER MAIN REPLACEMENT
(CONSTRUCTION SET)

INDEX

KEY	DESCRIPTION	SHT.
	COVER SHEET	
	GENERAL NOTES	GN
	SURVEY CONTROL	SC
	EROSION CONTROL	EC
A	PHASE A	A
B	PHASE B	B
C	PHASE C	C
D	PHASE D	D
E	PHASE E	E
F	PHASE F	F

APPROVED:

Assistant City Engineer on behalf of City Engineer	5/8/2024	24WA01
	Date	Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

LEGEND

	WATER VALVE
	FIRE HYDRANT
	REDUCER
	PLUG
	BLOW OFF
M	WATER METER
C	CURB STOP
PRV	PRESSURE REDUCING VALVE ASSEMBLY
AV	AIR RELEASE & VACUUM VALVE
W	WATER MANHOLE
	IRRIGATION SPRINKLER
	IRRIGATION SYSTEM BOX
S	SANITARY MANHOLE
CO	CLEAN OUT
ST	STORM MANHOLE
	INLET
ST	TYPE R INLET
	FLARED END SECTION
IRR	IRRIGATION DITCH MANHOLE
	MISCELLANEOUS MANHOLE
T	TELEPHONE VAULT
U	UTILITY PEDESTAL
	UTILITY PULL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
SP	SIGNAL POLE
CP	CATHODIC PROTECTION TEST STATION
	MONITER WELL
	TEST HOLE
	STREET SIGN
	MAILBOX
	POST
	SURVEY MONUMENT
	SURVEY CONTROL POINT
	SURVEY MARKER

GENERAL NOTES:

1. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THE DRAWINGS UNLESS INDICATED AS SUE LEVEL A. UTILITIES MARKED AS SUE LEVEL A HAVE BEEN VISUALLY IDENTIFIED AND SURVEYED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY SIZE, HORIZONTAL, AND VERTICAL LOCATIONS OF EXISTING FACILITIES ALONG THE ROUTE OF WORK PRIOR TO CONSTRUCTION AND NOTIFY THE CITY OF ANY DISCREPANCIES. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ANY UTILITIES DURING CONSTRUCTION. FOR INFORMATION CONTACT: UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) – 1–800–922–1987. ANY DAMAGES TO UTILITIES CAUSED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE REPAIRED IN A TIMELY MANNER AT NO COST TO THE OWNER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CONTRACT DOCUMENTS AS WELL AS THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", LATEST EDITION.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA PRIOR TO START OF CONSTRUCTION
4. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION CAPITAL IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS MUST OBTAIN A CAPITAL IMPROVEMENT PROJECT PERMIT PRIOR TO COMMENCING ANY CONSTRUCTION WORK.
5. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A PRINTED SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A COPY OF THE CURRENT CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS", ON SITE AT ALL TIMES.
6. THE CITY OF ARVADA MUNICIPAL INSPECTOR SHALL BE NOTIFIED A MINIMUM OF 24 HOURS IN ADVANCE FOR EACH DAY THAT CREWS ARE WORKING BY SCHEDULING INSPECTIONS THROUGH THE CITY'S PERMITTING SYSTEM. FAILURE TO DO SO WILL RESULT IN A STOP WORK ORDER.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL, AND SECURITY.
8. CONTRACTOR SHALL OBTAIN A SITE DISTURBANCE PERMIT FROM THE CITY OF ARVADA PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OVER 10,000 SQUARE FEET. ESTIMATED AREA OF DISTURBANCE FOR THIS PROJECT SITE WILL BE APPROXIMATELY 100,095 SQUARE FEET (2.29 ACRES).
9. THE CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR ALL AREAS WHERE DEWATERING IS REQUIRED FROM AN EXCAVATION AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
10. ALL CURB RAMPS SHALL COMPLY WITH THE LATEST CITY OF ARVADA AND ADA STANDARD. CONTRACTOR TO CHECK WITH THE CITY OF ARVADA ENGINEERING DIVISION TO VERIFY THE LATEST CURB RAMP STANDARD PRIOR TO CONSTRUCTION OF ANY RAMP.
11. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF ARVADA ENGINEERING DIVISION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".
12. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF TRAFFIC CONTROL PLANS AND ITS SUBMITTAL SHALL BE SUBMITTED TO THE CITY OF ARVADA ENGINEERING DIVISION FOR ACCEPTANCE WITH THE CAPITAL IMPROVEMENTS PERMIT APPLICATION. A CAPITAL IMPROVEMENTS CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN APPROVED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL ON EXISTING ROADS DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL KEEP TRACK OF ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS IN THE FORM OF REDLINES ON THE DRAWINGS. THESE REDLINES SHOULD BE MADE AVAILABLE TO THE CITY FOR REVIEW IN THE FIELD UPON REQUEST. REDLINES SHALL ALSO BE SUBMITTED TO THE CITY FOR REVIEW WITH EACH PAY APPLICATION. REDLINES SHALL INCLUDE STATIONING OF ALL FITTINGS, SERVICES, AND PERTINENT ELEVATIONS.
14. ALL WATERLINE FITTINGS AND VALVES SHALL BE FIELD MARKED IMMEDIATELY AFTER BACKFILLING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN FIELD MARKINGS UNTIL THE CITY'S SURVEY TEAM RECORDS THE LOCATION OF EACH FITTING AND VALVE. IT SHALL BE EXPECTED THAT THE CITY SURVEY TEAM SHALL RECORD THE LOCATIONS AT A FREQUENCY NO SOONER THAN ONCE PER WEEK.
15. PERMANENT SURVEY MONUMENTS, INCLUDING THE REPLACEMENT OF MONUMENTS, RANGE POINTS AND LOT PINS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38, COLORADO REVISED STATUTES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF LICENSURE FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. RANGE POINTS SHALL BE PROTECTED BY THE INSTALLATION OF A SURVEY RANGE BOX PER DETAIL DRAWINGS.
16. THE CONTRACTOR SHALL USE EVERY REASONABLE PRECAUTION TO PREVENT THE DAMAGE OR DESTRUCTION OF SURVEY MONUMENTS ADJACENT TO OR ON THE SITE. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL ALIQUOT CORNERS, PROPERTY, NGS, AND ARVADA SURVEY CONTROL MONUMENTATION. ANY MONUMENT THAT MAY BE DISTURBED SHALL BE REFERENCED TO A MINIMUM OF TWO POINTS OUTSIDE THE LIMITS OF CONSTRUCTION AND REPLACED BY A COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR. ALL MONUMENTS DISTURBED OR REMOVED BY THE CONTRACTOR, THROUGH NEGLIGENCE OR CARELESSNESS ON THEIR PART OR ON THE PART OF THEIR EMPLOYEES OR SUBCONTRACTORS, SHALL BE RESTORED PER SECTION 151.02 – SURVEY MONUMENTS OF THE CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS. A MONUMENT RECORD SHALL BE TURNED INTO THE CITY IMMEDIATELY AFTER RESTORATION OF THE MONUMENT.

GENERAL ABBREVIATIONS:

FH – FIRE HYDRANT
D= – DEPTH
SD – STORM DRAIN
TELE–B – TELEPHONE BURIED
TELE–OH – TELEPHONE OVERHEAD
TEMP – TEMPORARY
CONC – CONCRETE
CIPP – CURED IN PLACE PIPE
T.O.P – TOP OF PIPE

CONSTRUCTION LEGEND:

M	WATER SERVICE TO BE RECONNECTED
	VALVE BOX TO BE ABANDONED
	REMOVE FIRE HYDRANT
W	EXISTING WATER MAIN
	PROPOSED WATER MAIN
SAN	SANITARY SEWER MAIN
SD	STORM DRAIN
SS	SANITARY SEWER SERIVCE

(APPROX. LOCATION, EXTRACTED FROM GIS DATA)

APPROVED:
Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
1			
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATEER MAIN REPLACEMENT
GENERAL NOTES

ENGINEER JV
CHECKED BY JM
DESIGN BY RN/SS

SHT GN1

G:\PROJECTS\WATER\24WA01–Water Main Replacement\CAD\Cover & Notes\24WA01 – Cover & Notes.dwg , Plot Date: 5/2/2024

STREET NOTES:

1. ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH CITY OF ARVADA STANDARDS AND SHALL BE TESTED AT CITY REQUIRED FREQUENCIES BY A CITY APPROVED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY, THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING BASE COURSE, ASPHALT OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL ALSO BE TESTED BY THE PRIVATE SOILS FIRM AT CITY REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH CITY OF ARVADA REQUIREMENTS. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH CITY OF ARVADA MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ARVADA ENGINEERING DIVISION PRIOR TO INITIATION OF THE REQUIRED TWO–YEAR WARRANTY PERIOD

2. A GEOTECHNICAL INVESTIGATION WAS NOT COMPLETED AS A PART OF THIS PROJECT NOR HAS ANY ADJACENT OR PREVIOUS GEOTECHNICAL INVESTIGATIONS BEEN RELIED UPON BY THE ENGINEER OF RECORD IN COMPLETING THE DESIGN. ANY SUCH INFORMATION PROVIDED MAY NOT NECESSARILY BE RELIED UPON AS IT RELATES TO THE DESIGN THAT HAS BEEN COMPLETED.

3. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING CURB, GUTTER, SIDEWALK, LANDSCAPING, PAVEMENT AND OTHER SITE IMPROVEMENTS TO REMAIN. ANY DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THE LIMITS OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR SOLE COST.

4. ALL CONCRETE CURB, GUTTER, SIDEWALK AND OTHER FLATWORK WITHIN THE CITY RIGHT OF WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".

5. ALL FLATWORK CONCRETE SHALL BE MINIMUM 4000 PSI DESIGN STRENGTH REINFORCED WITH 1.5 LBS/CY FIBERMESH IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS".

6. WHEN EXCAVATING IN CONCRETE OR ASPHALT AREAS, ALL NATIVE SOILS SHALL BE CONSIDERED NOT SUITABLE FOR TRENCH BACKFILL. NATIVE SOILS SHALL BE HAULED OFFSITE AND REPLACED WITH CDOT CLASS 1 STRUCTURAL FILL MATERIAL .

7. THE CONTRACTOR SHALL PROOF ROLL ALL SUBGRADE AND BASE COURSE IN A MANNER ACCEPTABLE TO THE CITY OF ARVADA IN ACCORDANCE WITH THE CITY OF ARVADA "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS". PROOF ROLLING SHALL BE INSPECTED AND ACCEPTED BY THE CITY PRIOR TO INSTALLATION OF PAVEMENT AND/OR CONCRETE FLATWORK.

UTILITIES NOTES:

1. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PARTIES, CITY OF ARVADA UTILITY AND ENGINEERING DIVISIONS, A MINIMUM OF 48 HOURS PRIOR TO ANY WATER OR SEWER SERVICE INTERRUPTION.

2. THE CONTRACTOR SHALL NOT OPERATE ANY CITY OF ARVADA VALVES. CONTRACTOR IS TO COORDINATE THE OPERATION OF ALL WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES WITH THE CITY'S WATER OPERATIONS DIVISION THROUGH THE CITY'S MUNICIPAL INSPECTOR.

3. UNLESS OTHERWISE NOTED, WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 FEET TO TOP OF PIPE.

4. THE CITY WATER OPERATIONS STAFF WILL NOT BE AVAILABLE TO OPERATE WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES ON FRIDAY' AFTER 10AM.

5. ALL FIRE HYDRANT LATERAL PIPE SHALL BE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS SECTION "420.01 – MATERIALS".

6. ALL METALLIC FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL THICKNESS POLYETHYLENE ENCASEMENT.

7. ALL PVC WATER MAINS SHALL BE INSTALLED WITH TRACER WIRE INSTALLED AS PER THE CURRENT CITY OF ARVADA STANDARDS AND SPECIFICATIONS SECTION "420.20 – TRACER WIRE, WARNING TAPE AND MARKER POSTS".

8. STORM, SANITARY AND WATER MAINTENANCE HOLE COVERS SHALL SAY "CITY OF ARVADA STORM, WATER OR SANITARY" WHERE APPLICABLE IN ACCORDANCE WITH THE CITY'S STANDARD LID DETAIL.

9. BLOW–OFFS, BOTH PERMANENT AND TEMPORARY, SHALL BE IN ACCORDANCE WITH CITY OF ARVADA STANDARD DETAIL DRAWING 400–11.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING HORIZONTAL AND VERTICAL LOCATIONS OF ALL CROSSING UTILITIES AND CONNECTION LOCATIONS PRIOR TO CONSTRUCTION.

11. THE CONTRACTOR SHALL SCHEDULE ALL WATERLINE TESTING WITH THE CITY'S MUNICIPAL INSPECTOR. THERE SHALL BE NO SHUTDOWNS OR TIE–INS ON FRIDAY. EXISTING TIE–IN LOCATIONS SHALL BE VISUALIZED BY TEST HOLING PRIOR TO THE SCHEDULED TIE–IN DATE. FLUSHING OPERATIONS SHALL ONLY TAKE PLACE ON FRIDAY IF THEY HAVE BEGUN PRIOR TO 8:00 AM. HIGH CHLORINE TESTS SHALL TAKE PLACE ON FRIDAY ONLY IF THEY HAVE BEGUN PRIOR TO 9:00 AM. PRESSURE TESTING ON FRIDAY REQUIRING WATER OPERATIONS STAFF SUPPORT SHALL BEGIN BEFORE 9:00 AM. PRESSURE TESTING NOT REQUIRING WATER OPERATIONS STAFF SUPPORT SHALL BE AT THE DISCRETION OF THE CITY'S INSPECTOR.

12. THE UTILITIES DIVISION WILL NOT SHUT DOWN WATER MAINS FOR TIE–INS AFTER 11:00 A.M. IN ORDER FOR WATER TO BE TURNED BACK ON BY 3:00 P.M. CONTRACTOR MUST BE WITHIN 60 MINUTES OF CUTTING INTO THE WATER MAIN BASED ON THE JUDGMENT OF THE CITY'S MUNICIPAL INSPECTOR AND/OR WATER UTILITY DIVISION PERSONNEL BEFORE EXISTING MAINS WILL BE ISOLATED. CONTRACTOR SHALL PROVIDE SUFFICIENT CUTS OR OPENINGS IN EXISTING PIPE TO ALLOW TIMELY DRAINAGE OF WATER FOR TIE–INS WHERE FIRE HYDRANTS OR BLOW OFFS ARE NOT AVAILABLE TO DRAIN THE LINE. SHOULD AN UNINTENDED SERVICE INTERRUPTION OCCUR AS A RESULT OF THE WORK, CONTRACTOR SHALL IMMEDIATELY NOTIFY ALL PARTIES NOT PREVIOUSLY NOTIFIED.

13. ANY NON–COPPER SERVICE LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED FROM THE METER TO THE MAIN WITH COPPER AND THE REPLACEMENT SHALL BE REPORTED TO THE CITY'S PROJECT ENGINEER.

14. ABANDONMENT OF WATER MAINS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 332.00 OF THE CITY OF ARVADA'S ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS.

15. CONTROLLED LOW–STRENGTH MATERIAL (CLSM) MIX DESIGNS USED FOR WATER LINE OR SEWER LINE ENCASEMENT SHALL BE FROM THE CITY AND COUNTY OF DENVER APPROVED CLSM LIST AND 28 DAY STRENGTH SHALL BE LESS THAN 250 PSI.

EROSION CONTROL NOTES:

1. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE MET ON SITE AND PROVIDED WITH A STORMWATER MANAGEMENT PLAN AFTER INSTALLATION OF TEMPORARY BEST MANAGEMENT PRACTICES (BMPS), BUT BEFORE CONSTRUCTION OR GRADING BEGINS.

2. THERE SHALL BE NO EARTH–DISTURBING ACTIVITY OUTSIDE THE LIMITS DESIGNATED IN THE ACCEPTED PLANS.

3. ALL REQUIRED PERIMETER SILT AND CONSTRUCTION FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC). ALL OTHER REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AT THE APPROPRIATE TIME IN THE CONSTRUCTION SEQUENCE AS INDICATED IN THE APPROVED PROJECT SCHEDULE, CONSTRUCTION PLANS, AND STORMWATER MANAGEMENT PLAN.

4. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING ON–SITE EROSION INCLUDING KEEPING THE PROPERTY SUFFICIENTLY WATERED SO AS TO MINIMIZE WINDBLOWN SEDIMENT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR INSTALLING AND MAINTAINING ALL EROSION CONTROL FACILITIES SHOWN HEREIN.

5. PRE–DISTURBANCE VEGETATION SHALL BE PROTECTED AND RETAINED WHEREVER POSSIBLE. REMOVAL OR DISTURBANCE OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA(S) REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS, AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

6. ALL SOILS EXPOSED DURING LAND DISTURBING ACTIVITY (STRIPPING, GRADING, UTILITY INSTALLATIONS, STOCKPILING, FILLING, ETC.) SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISKING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION, OR OTHER PERMANENT EROSION CONTROL BMPS ARE INSTALLED. NO DISTURBED AREAS, EXCEPT THOSE WITHIN THE PROJECT STREET RIGHTS–OF–WAY, SHALL REMAIN EXPOSED FOR MORE THAN THIRTY (30) DAYS BEFORE TEMPORARY OR PERMANENT EROSION CONTROL (E.G. SEED/MULCH, LANDSCAPING, ETC.) IS INSTALLED, UNLESS OTHERWISE APPROVED BY THE CITY OF ARVADA STORMWATER INSPECTOR.

7. IN ORDER TO MINIMIZE EROSION POTENTIAL, ALL TEMPORARY (STRUCTURAL) EROSION CONTROL MEASURES SHALL: BE INSPECTED AT A MINIMUM OF ONCE EVERY FOURTEEN (14) DAYS AND AFTER EACH SIGNIFICANT STORM EVENT AND REPAIRED OR RECONSTRUCTED AS NECESSARY IN ORDER TO ENSURE THE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.

8. REMAIN IN PLACE UNTIL SUCH TIME AS ALL THE SURROUNDING DISTURBED AREAS ARE SUFFICIENTLY STABILIZED. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.

9. BE REMOVED WHEN THEY ARE NO LONGER FUNCTIONAL OR AFTER THE SITE HAS BEEN SUFFICIENTLY STABILIZED AS DETERMINED BY THE STORMWATER INSPECTOR. THE CITY OF ARVADA STORMWATER INSPECTOR MUST BE NOTIFIED PRIOR TO REMOVAL.

10. WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE INFRASTRUCTURE AND OTHER PUBLIC FACILITIES.

11. THE CONTRACTOR SHALL IMMEDIATELY CLEAN UP ANY CONSTRUCTION MATERIALS INADVERTENTLY DEPOSITED ON EXISTING STREETS, SIDEWALKS, OR OTHER PUBLIC RIGHTS OF WAY, AND MAKE SURE STREETS AND WALKWAYS ARE CLEANED AT THE END OF EACH WORKING DAY.

12. ALL SOIL STOCKPILES SHALL NOT BE PLACED WITHIN ONE HUNDRED (100) FEET OF A DRAINAGEWAY, WHERE POSSIBLE, AND SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY APPROPRIATE EROSION CONTROL METHODS. ANY SOIL STOCKPILE THAT WILL BE DORMANT FOR OVER THIRTY (30) DAYS SHALL BE SEEDED.

13. THE STORMWATER VOLUME CAPACITY OF DETENTION PONDS WILL BE RESTORED AND STORM SEWER LINES WILL BE CLEANED UPON COMPLETION OF THE PROJECT AND BEFORE TURNING THE MAINTENANCE OVER TO THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION (HOA).

14. CITY ORDINANCE REQUIREMENTS MAKE IT UNLAWFUL TO DISCHARGE OR ALLOW THE DISCHARGE OF ANY POLLUTANT OR CONTAMINATED WATER FROM CONSTRUCTION SITES. POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, OIL AND GAS PRODUCTS, LITTER, AND SANITARY WASTE. THE CONTRACTOR SHALL AT ALL TIMES TAKE WHATEVER MEASURES ARE NECESSARY TO ASSURE THE PROPER CONTAINMENT AND DISPOSAL OF POLLUTANTS ON THE SITE IN ACCORDANCE WITH ANY AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

15. A DESIGNATED AREA SHALL BE PROVIDED ON SITE FOR CONCRETE TRUCK CHUTE WASHOUT. THE AREA SHALL BE CONSTRUCTED SO AS TO CONTAIN WASHOUT MATERIAL AND LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY WATERWAY DURING CONSTRUCTION. UPON COMPLETION OF CONSTRUCTION ACTIVITIES THE CONCRETE WASHOUT MATERIAL WILL BE REMOVED AND PROPERLY DISPOSED OF PRIOR TO THE AREA BEING RESTORED.

16. MASONRY ACTIVITIES WILL BE CONTAINED WITH APPROPRIATE LOT–SPECIFIC BMPS, SUCH AS STOCKPILE PERIMETER CONTROL AND BERMED WASHOUT PITS. ALL WASTE PRODUCTS FROM MASONRY ACTIVITIES WILL BE REMOVED AND DISPOSED OF PROPERLY.

17. TO ENSURE THAT SEDIMENT DOES NOT MOVE OFF OF INDIVIDUAL LOTS SEDIMENT/EROSION CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED AT ONE OR MORE OF THE FOLLOWING LOCATIONS UNTIL THE LOTS ARE LANDSCAPED.
    BELOW ALL GUTTER DOWNSPOUTS.
    OUT TO DRAINAGE SWALES.
    ALONG LOT PERIMETER.
    OTHER LOCATIONS, IF NEEDED.

18. A VEHICLE TRACKING PAD SHALL BE INSTALLED WHEREVER IT IS NECESSARY FOR CONSTRUCTION EQUIPMENT INCLUDING BUT NOT LIMITED TO PERSONAL VEHICLES EXITING EXISTING UNPAVED AREAS ONTO ROADWAYS. NO EARTHEN MATERIALS, I.E., STONE, DIRT, ETC., SHALL BE PLACED IN THE CURB & GUTTER OR ROADWAY AS A RAMP TO ACCESS TEMPORARY STOCKPILES, CONSTRUCTION MATERIALS AND/OR BUILDING SITES.

19. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMPLEMENT WHATEVER MEASURES ARE DETERMINED NECESSARY, AS DIRECTED BY THE CITY OF ARVADA.

APPROVED:

Chris Foley, PE	5/8/2024	24WA01
Assistant City Engineer on behalf of City Engineer	Date	Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
STREET NOTES,
UTILITY NOTES,
& EROSION CONTROL NOTES

ENGINEER
JV
CHECKED BY
JM
DESIGN BY
RN

SHT **GN2**

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SURVEY CONTROL DIAGRAM
2024 WATER MAIN REPLACEMENT
PROJECT 24-WA-01

GENERAL NOTES:
This Project Control Diagram is for the exclusive use of the City of Arvada, for the design and construction of the 2024 Water Main Repacement project. It is not a monumented land survey or a land survey plat. It is intended only to depict the control information and monumentation shown hereon, and is subject to change. Contact the City of Arvada for the most recent diagram.

Published units for coordinates and elevations are in U.S. Survey Feet.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event may any action be commenced more than ten years from the date of certification shown hereon.

BASIS OF BEARINGS:

The East line, of the SE ¼ , Section 33, T2S, R69W, 6th Principal Meridian, Bearing North 01°30'44" West a Distance of 2696.85 Feet, from PT 100 to PT 110, with their respective corners monumented by a found 3 ¼" aluminum cap stamped "R&R ENG-SUR PLS 28291 2001" in a range box, at the Southeast Corner Section 33, and a found aluminum cap stamped "R&R ENG-SUR PLS 28291 2001" in a range box, at the East ¼, Section 33.

BASIS OF ELEVATIONS:

NAVD 88 Elevations of control points 120, 130, and BM 753 were derived by NGS OPUS-RS Solution Reports of a 45 minute Fast Static GNSS survey using Geoid 18.
BM 753 was held as the Project Benchmark with a derived NAVD 88 Elevation of 5628.26 feet.

COORDINATE DATUM:

Geodetic and State Plane coordinates are based on NAD83 (2011), Colorado Central Zone (0502), and Geoid 18. Control points 120, 130, and BM 753 were derived by NGS OPUS-RS Solution Reports of a 45 minute GNSS Fast Static survey in February , 2022. An average combined factor of all the control points' OPUS RS reports was used for the project combined factor listed in the formulas below. Control points 100,110,160, 170, 180, 190, 200, 210, 220, 230, 240, 250, 540, 550, 560, and 570, were derived by Leica SmartNet 20 second GNSS RTK survey in May 2023.

Project Coordinates are modified Colorado State Plane Central Zone Coordinates.

Project Coordinates are derived from State Plane coordinates using the following formulas.

Project Northing = (State Plane Northing * 1.000248812) - 1000000.00

Project Easting = (State Plane Easting * 1.000248812) - 3000000.00

CONVERSION OF PROJECT COORDINATES TO COLORADO STATE PLANE CENTRAL ZONE:

State Plane Northing = (Project Northing +1000000.00) * 0.999751250

State Plane Easting = (Project Easting + 3000000.00) * 0.999751250

LEGEND:

◆ = Section, Quarter, and Sixteenth Corners

△ = Control Point set by the City of Arvada

△ = City of Arvada Bench Mark

SURVEYOR'S CERTIFICATE:
I, Daniel A. Smith, a professional land surveyor licensed in the State of Colorado, do hereby certify that this Survey Control Diagram was made by me or directly under my supervision in accordance with applicable standards of practice and based on my knowledge, information, and belief, the accompanying map accurately and properly shows said Survey Control, and this is not a guaranty or warranty, either expressed or implied.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR DANIEL A. SMITH 29769

5/8/24

PLS DATE

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
SURVEY CONTROL NOTES

ENGINEER JV
CHECKED BY JM
DESIGN BY HM

SHT SC1

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SURVEY CONTROL DIAGRAM
2024 WATER MAIN REPLACEMENT
PROJECT 24-WA-01

PROJECT BENCHMARK INFORMATION

CONTROL POINT#	LATITUDE NAD83 (2011)	LONGITUDE NAD83 (2011)	ELLIP HT U.S. FEET	STATE PLANE NORTHING U.S. FEET	STATE PLANE EASTING U.S. FEET	NAVD88 ELEVATION U.S. FEET	COMBINED SCALE FACTOR	PROJECT NORTHING U.S. FEET	PROJECT EASTING U.S. FEET	NAVD88 ELEVATION U.S. FEET	DESCRIPTION
BM-753	39°50'04.26754	105°07'08.99166	5573.93	1729079.816	3106954.754	5628.26	0.999751250	729510.032	107727.811	5628.26	CHISELED SQUARE BACK OF WALK EAST RP, NORTHEAST CORNER W. 76TH DR. AND OAK ST.

GEODETIC COORDINATE TABLE

CONTROL POINT#	LATITUDE NAD83 (2011)	LONGITUDE NAD83 (2011)	ELLIP HT U.S. FEET	STATE PLANE NORTHING U.S. FEET	STATE PLANE EASTING U.S. FEET	NAVD88 ELEVATION U.S. FEET	COMBINED SCALE FACTOR	PROJECT NORTHING U.S. FEET	PROJECT EASTING U.S. FEET	NAVD88 ELEVATION U.S. FEET	DESCRIPTION
100				1726410.08	3109620.39			726839.63	110394.10		FOUND 3 ¼" ALUMINUM CAP STAMPED: "R&R ENG-SUR PLS 28291 2001" IN A RANGE BOX
110				1729105.31	3109549.24			729535.532	110322.93		FOUND 3 ¼" ALUMINUM CAP STAMPED: "R&R ENG-SUR PLS 28291 2001" IN A RANGE BOX
120	39°49'54.39533	105°06'38.73935	5563.71	1728090.86	3109319.07	5618.20	0.999751250	728520.83	110092.69	5618.20	SET MAG NAIL 3' OFF SOUTH EOA W. 74TH PL. AT C/L ALIGN. KLINE DR. 7.9' SE OF C/L SANITARY SEWER MANHOLE
130	39°49'55.78183	105°06'45.51142	5566.19	1728228.91	3108790.15	5620.64	0.999751250	728658.91	109563.65	5620.64	SET MAG NAIL 3' OFF SOUTH EOA W. 74TH PL. AT EAST EDGE ALIGN. OF ASPHALT DRIVE FOR HOUSE 10330
160				1729043.80	3106940.27	5627.66		729474.00	107713.31	5627.66	SET MAG NAIL 2' OFF EOA @ SE CORNER W. 76TH DR. & OAK ST. @ NE CORNER HANDI CAP RAMP.
170				1729596.54	3106876.46	5640.50		730026.88	107649.48	5640.50	FOUND MAG NAIL 0.08' OFF WEST EOA OAK ST. ONE STONE SOUTH OF S, RP SW CORNER W. 77TH AVE. AND OAK ST.
180				1730671.67	3106884.78	5641.32		731102.27	107657.81	5641.32	SET MAG NAIL 2' OFF EAST EOA OAK ST. TWO STONES NORTH OF N. RP NE CORNER W. 78TH AVE. AND OAK ST.
190				1731623.91	3106823.09	5611.80		732054.76	107596.09	5611.80	SET MAG NAIL 1' OFF WEST EOA OAK ST. 1 ½ STONES NORTH OF N, RP NW CORNER W. 79TH PL. AND OAK ST. 6.4' NE OF NE CORNER INLET GRATE.
200				1729511.50	3105806.80	5618.64		729941.82	106579.56	5618.64	SET MAG NAIL 1' OFF WEST EOA PIERSON ST. 1 STONE NORTH OF N, RP NW CORNER W. 76TH DR. AND PIERSON. 21.5' NW OF WATER VALVE.
210				1729799.97	3105909.93	5638.53		730230.36	106682.71	5638.53	SET MAG NAIL 1' OFF SOUTH EOA W. 77TH AVE. E, RP SE CORNER 77TH AVE. AND PIERSON ST. 24.5' S-SE OF WATER VALVE.
220				1729916.96	3109040.92	5614.59		730347.37	109814.47	5614.59	SET MAG NAIL 1' OFF NORTH EOA W. 77TH DR. W, RP NW CORNER W. 77TH DR. AND LEE ST. 15.5' SW OF LIGHT POLE.
230				1729610.91	3108651.97	5622.99		730041.25	109425.43	5622.99	SET MAG NAIL 1' OFF SOUTH EOA W. 77TH DR. E, RP SE CORNER W. 77TH DR. AND LEWIS ST. 14.5' N-NE OF WISHING WELL.
240				1729724.98	3107542.26	5635.62		730155.35	108315.44	5635.62	SET MAG NAIL 2' OFF WEST EOA NELSON ST. 1 STONE NORTH OF DRIVE FOR HOUSE 7689, NEAR NORTH EOA ALIGN. FOR LEWIS CT.
250				1730313.21	3107553.93	5632.32		730743.73	108327.12	5632.32	SET MAG NAIL 1' OFF EAST EOA NELSON ST. 1 STONE SOUTH OF S, RP SE CORNER W. 77TH PL AND NELSON ST. 14.O' SW OF LIGHT POLE.
540				1728042.98	3108647.06	5607.09		728472.94	109420.53	5607.09	SET WOOD HUB ON TOP OF BANK NORTH SIDE OF W. 73RD PL. ACROSS FROM HOUSE 10130, 12.6' NORTH OF EOA, 11.3 NE OF CATHODIC CABLE CP-TEST STATION.
550				1728130.35	3108374.93	5607.13		728560.33	109148.33	5607.13	SET WOOD HUB ON TOP OF BANK NORTH SIDE OF W. 73RD PL. ACROSS FROM HOUSE 10180, 16.5' NORTH OF EOA, 48.0 NORTH FROM POWER POLE SOUTH SIDE OF W. 73RD PL.
560				1730699.30	3109465.27	5601.77		731129.92	110238.94	5601.77	SET WOOD HUB 2' BEHIND CURB @ SE CORNER W. 78TH AVE. & KIPLING ST. 3.1' E-SE OF PLASTIC FENCE POST CORNER, 5.4' N-NE OF CONCRETE COLUMN FOR LARGE BRICK WALL.
570				1730793.14	3109332.11	5600.17		731223.78	110105.75	5600.17	SET WOOD HUB 1' OFF NORTH EOA W. 78TH AVE. AT PT GOING WEST, APPROX. 67' WEST OF INTERSECTION.

COLORADO LICENSED
DANIEL A. SMITH
29769
5/8/24
PROFESSIONAL LAND SURVEYOR

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
SURVEY CONTROL COORDINATE TABLE

ENGINEER
N/A
CHECKED BY
HM
DESIGN BY
HM

SHT SC2

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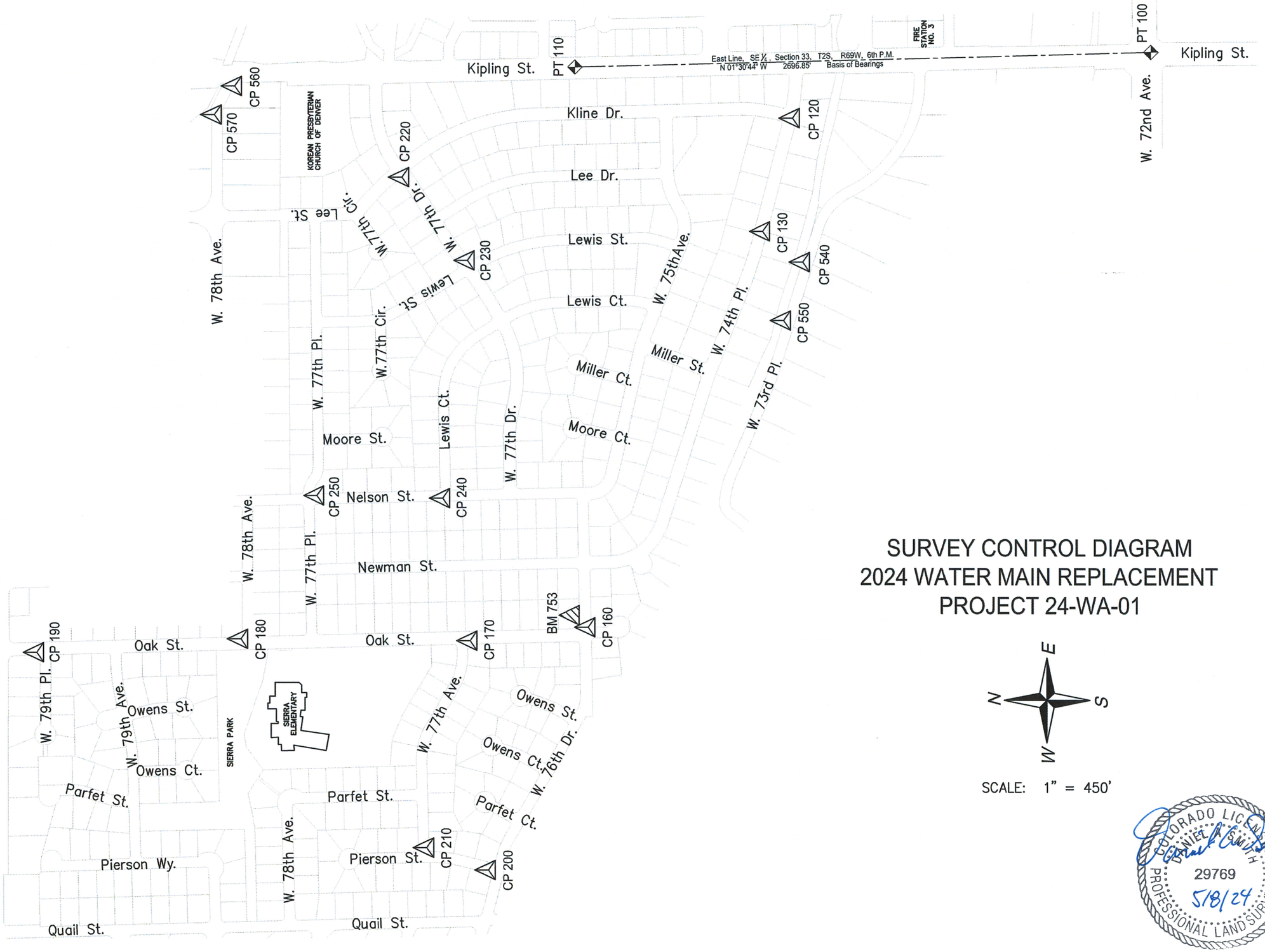

SURVEY CONTROL DIAGRAM
2024 WATER MAIN REPLACEMENT
PROJECT 24-WA-01

SCALE: 1" = 450'

COLORADO LICENSED
DANIEL C. HARRIS
29769
5/8/24
PROFESSIONAL LAND SURVEYOR

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
SURVEY CONTROL COORDINATE TABLE

ENGINEER
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CHECKED BY
JM
DESIGN BY
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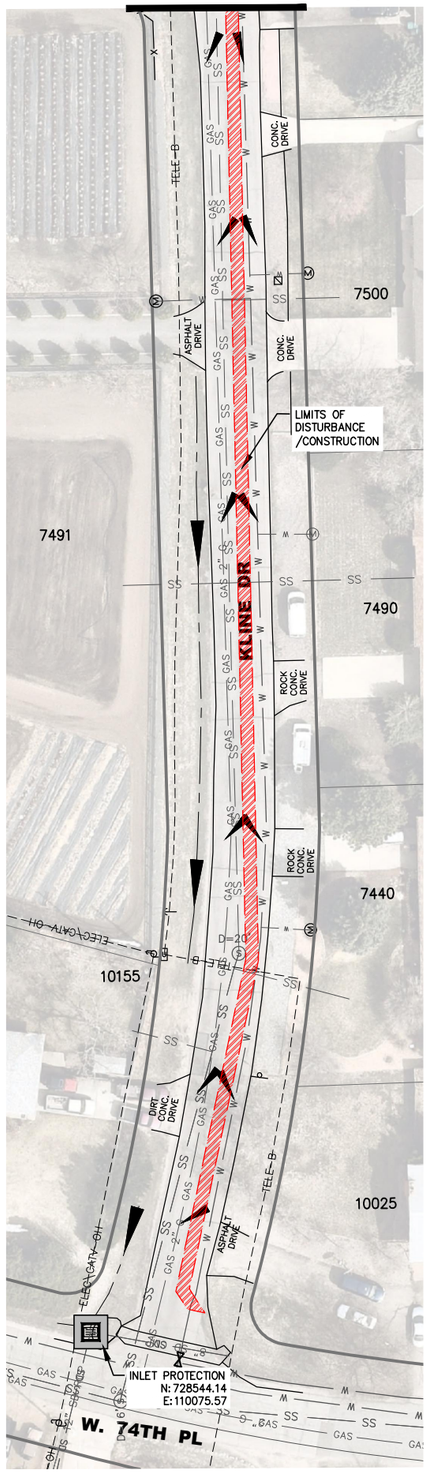
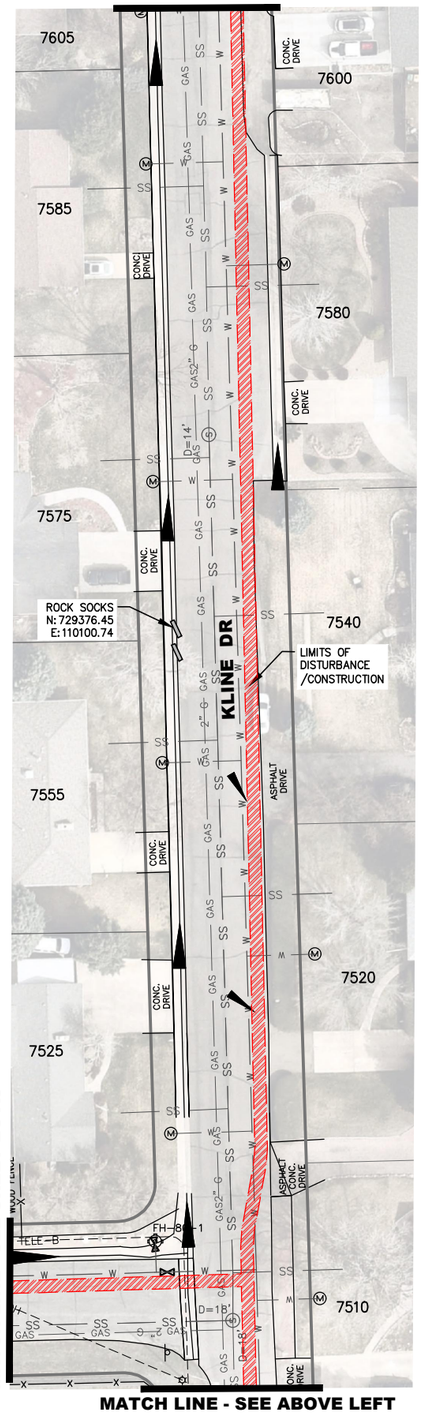
MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-A2



MATCH LINE - SEE SHEET EC-A3

MATCH LINE - SEE ABOVE LEFT

KEY MAP *(Not To Scale)*

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

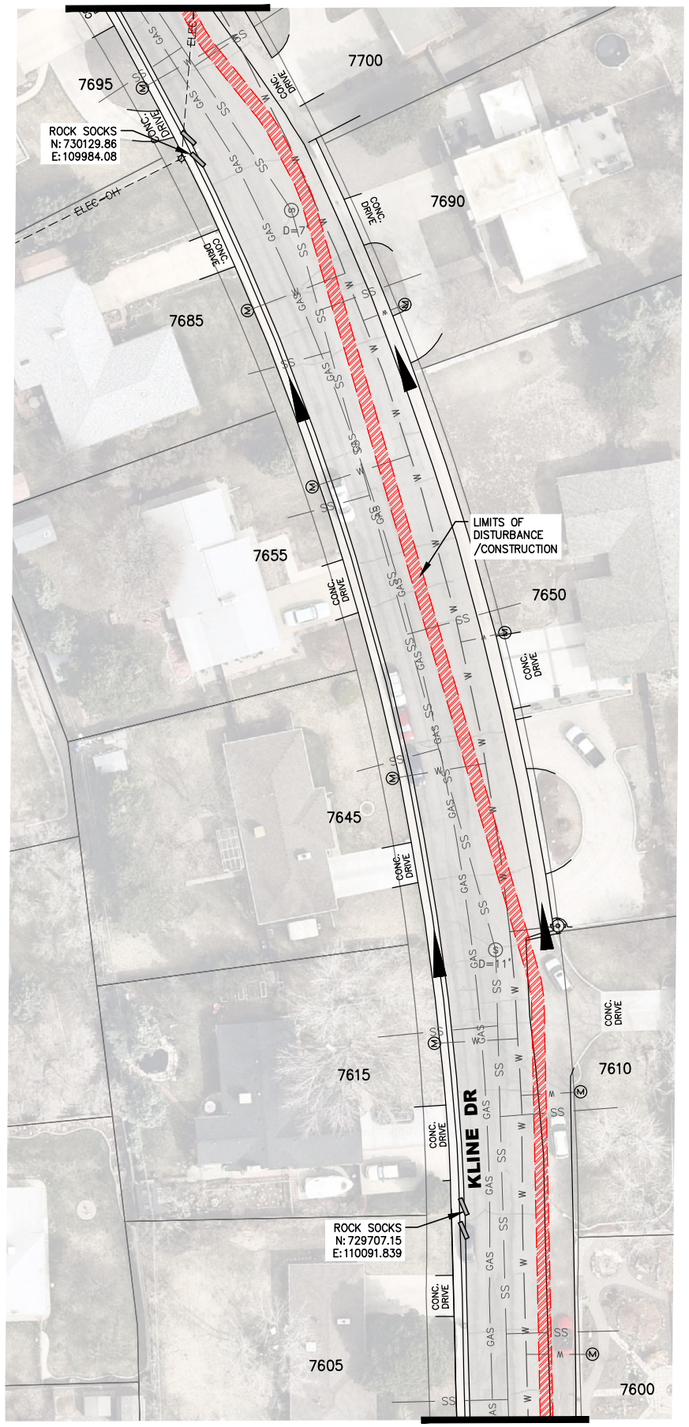
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
KLINE DR.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-A1**

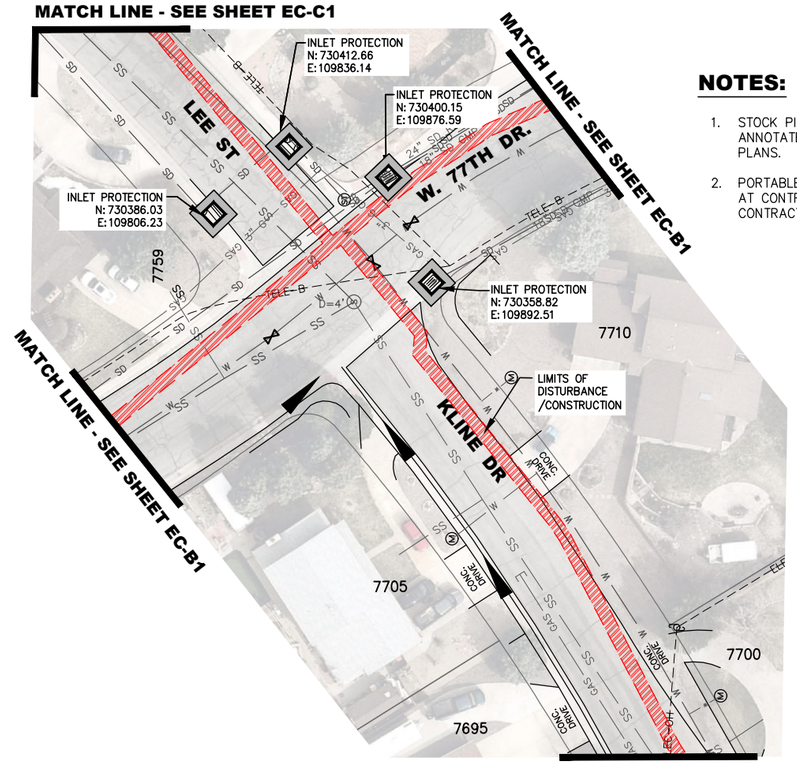
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control A.dwg , Plot Date: 4/28/2024

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET EC-A1

MATCH LINE - SEE SHEET EC-C1



MATCH LINE - SEE SHEET EC-B1

MATCH LINE - SEE SHEET EC-B1

MATCH LINE - SEE ABOVE LEFT

KEY MAP (Not To Scale)

NOTES:

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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8101 Ralston Road
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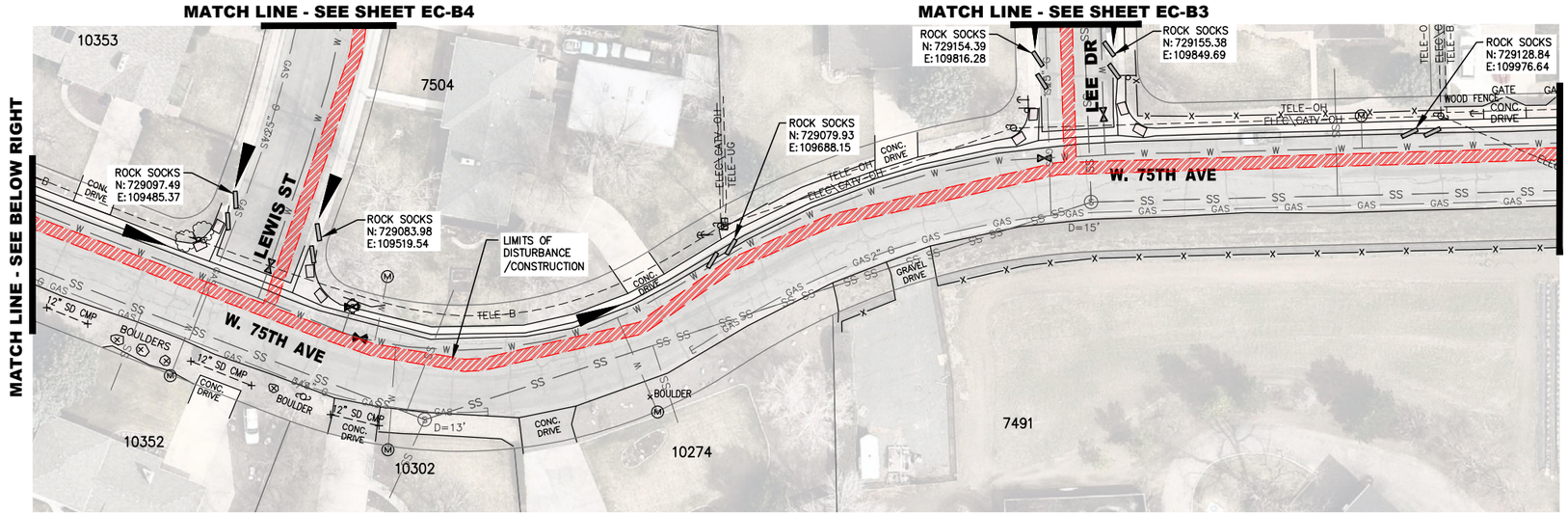
CITY OF ARVADA

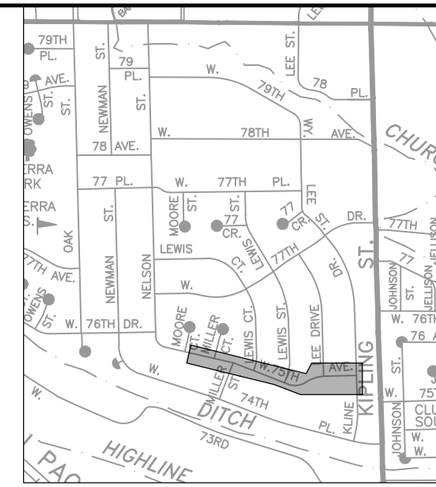
PROJECT NO. 24-WA-01
2024 WATERMAIN REPLACEMENT
KLINE DR.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT EC-A2

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control A.dwg , Plot Date: 4/22/2024





KEY MAP *(Not To Scale)*

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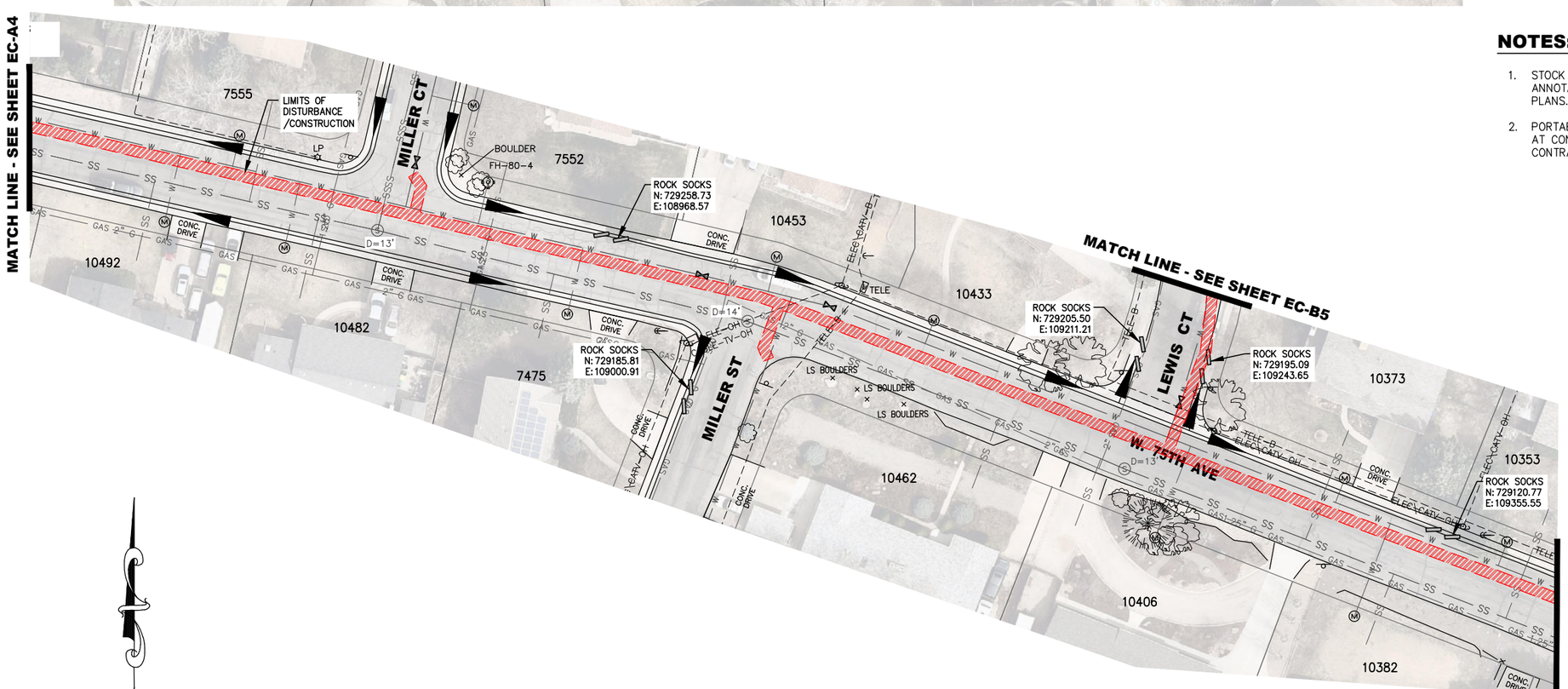

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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8101 Ralston Road
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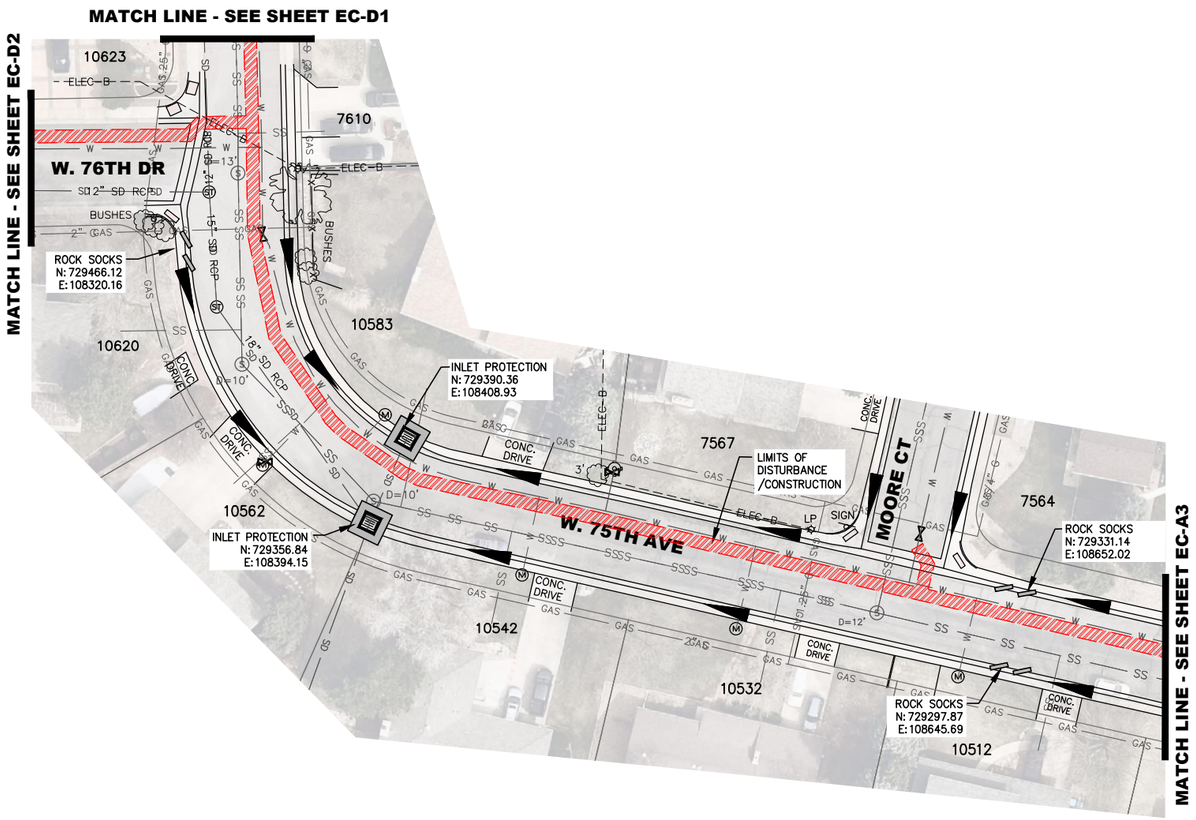
CITY OF ARVADA

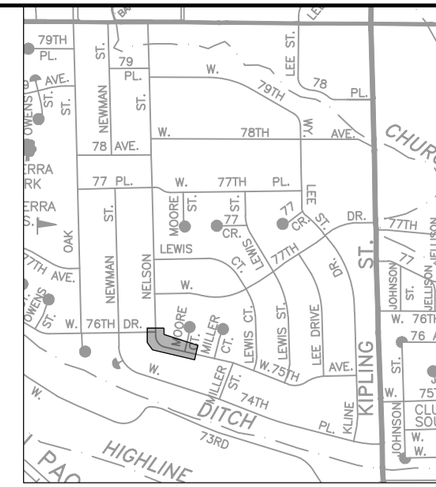
PROJECT NO. 24-WA-01
2024 WATERMAIN REPLACEMENT
W. 75TH AVE
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-A3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control A.dwg , Plot Date: 4/28/2024





KEY MAP (Not To Scale)

NOTES:

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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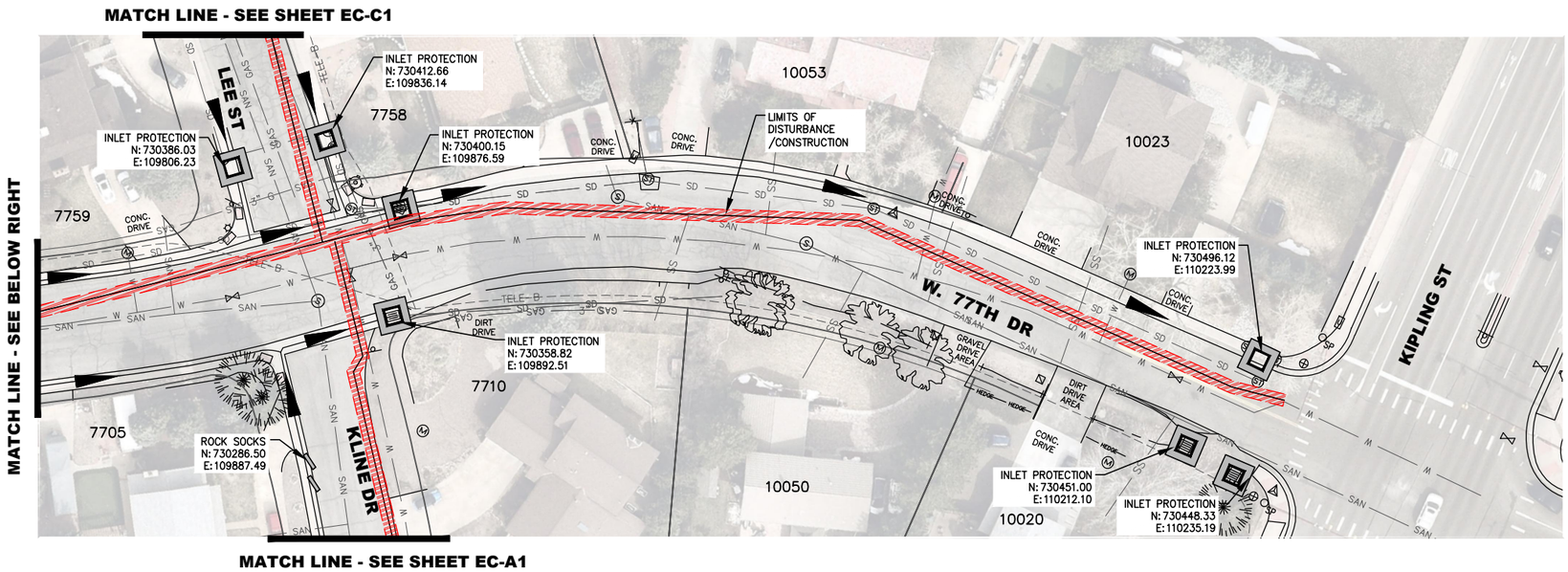
CITY OF ARVADA

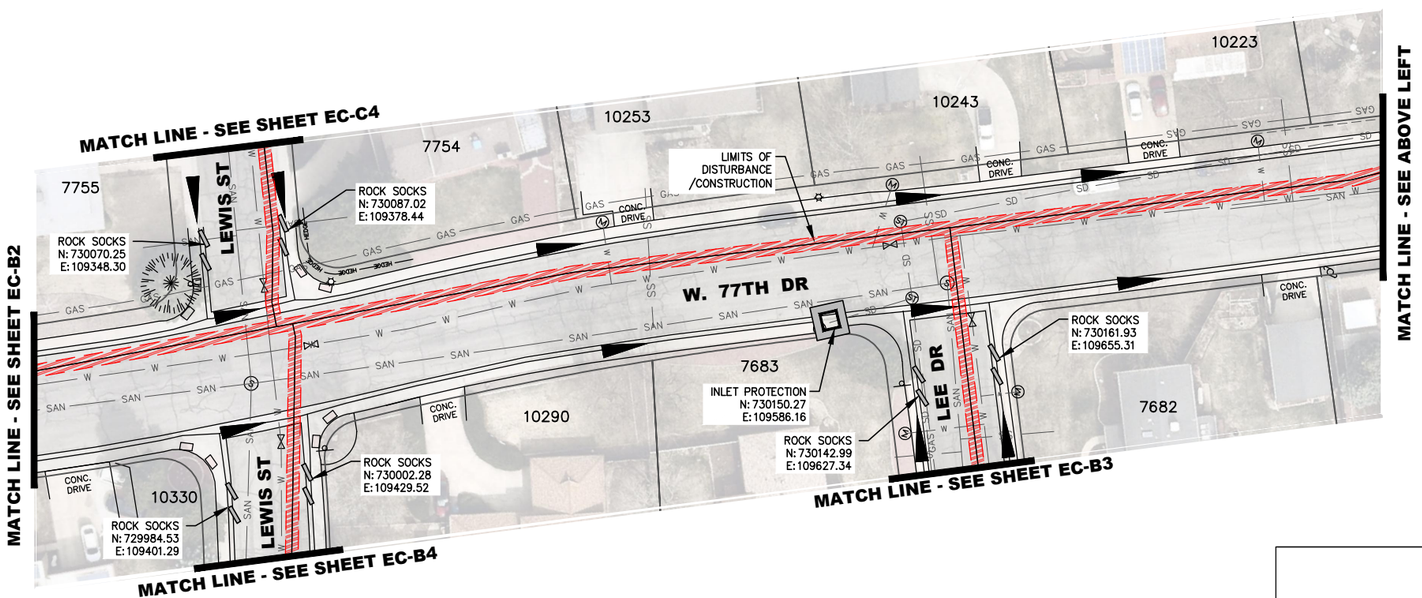
PROJECT NO. 24-WA-01
2024 WATERMAIN REPLACEMENT
W. 75TH AVE
EROSION CONTROL PLANS

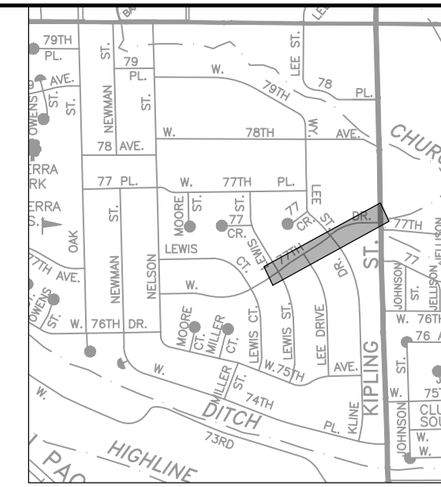
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-A4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control A.dwg , Plot Date: 4/28/2024







KEY MAP *(Not To Scale)*

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH DR.
KIPLING ST. TO LEWIS ST.
EROSION CONTROL PLANS

APPROVED:
Chris Foley, PE
Assistant City Engineer on behalf of City Engineer
5/8/2024
Date
24WA01
Job Number

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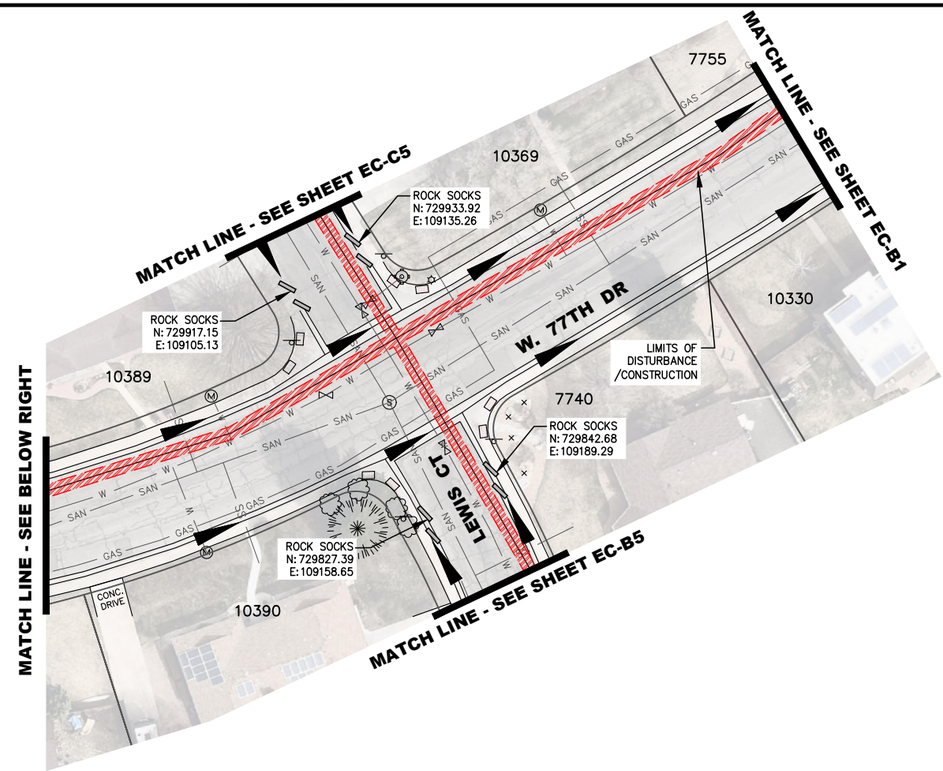
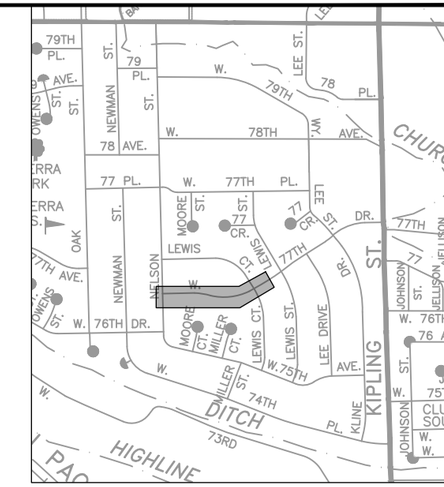
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

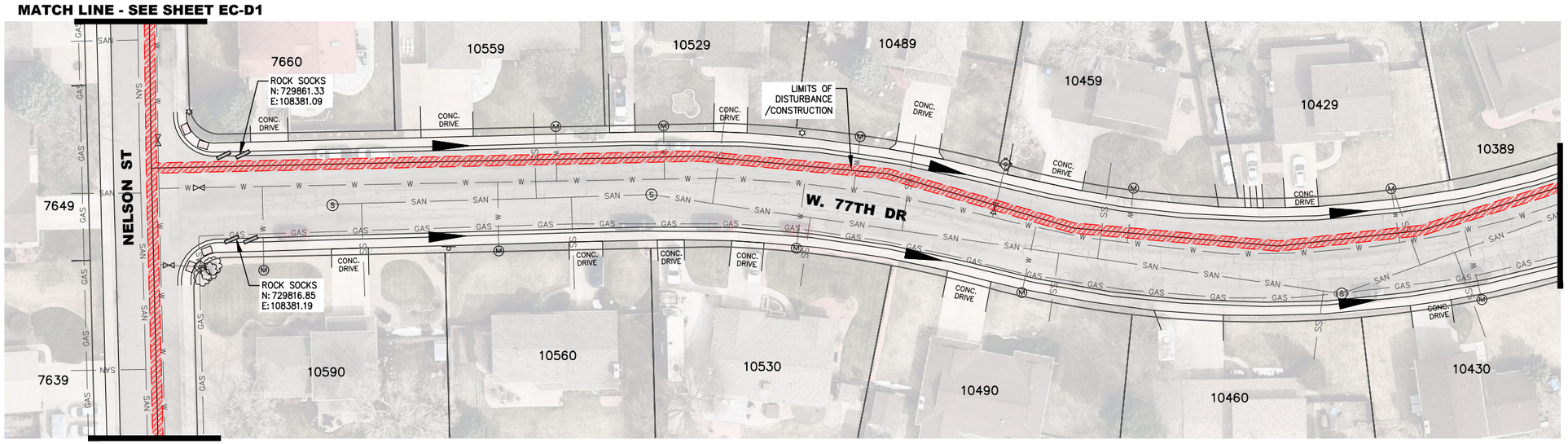
SHT **EC-B1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control B.dwg , Plot Date: 4/28/2024





KEY MAP (Not To Scale)



– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

NOTES:

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0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Engineering Division
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Arvada, Colorado 80002
Phone 720-898-7640

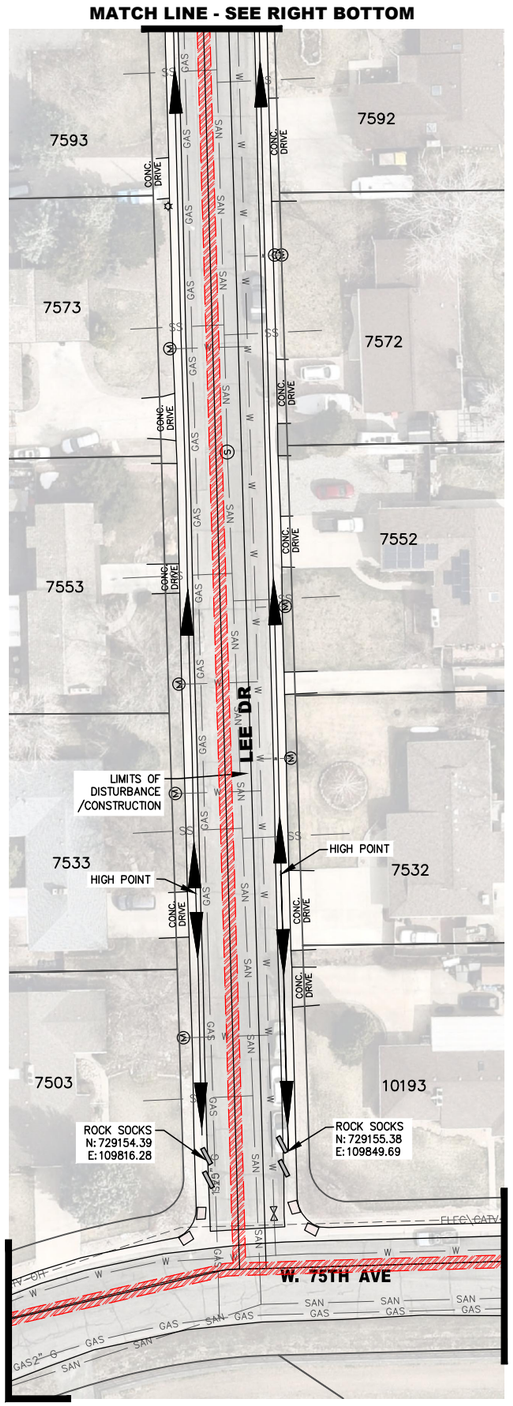
CITY OF ARVADA

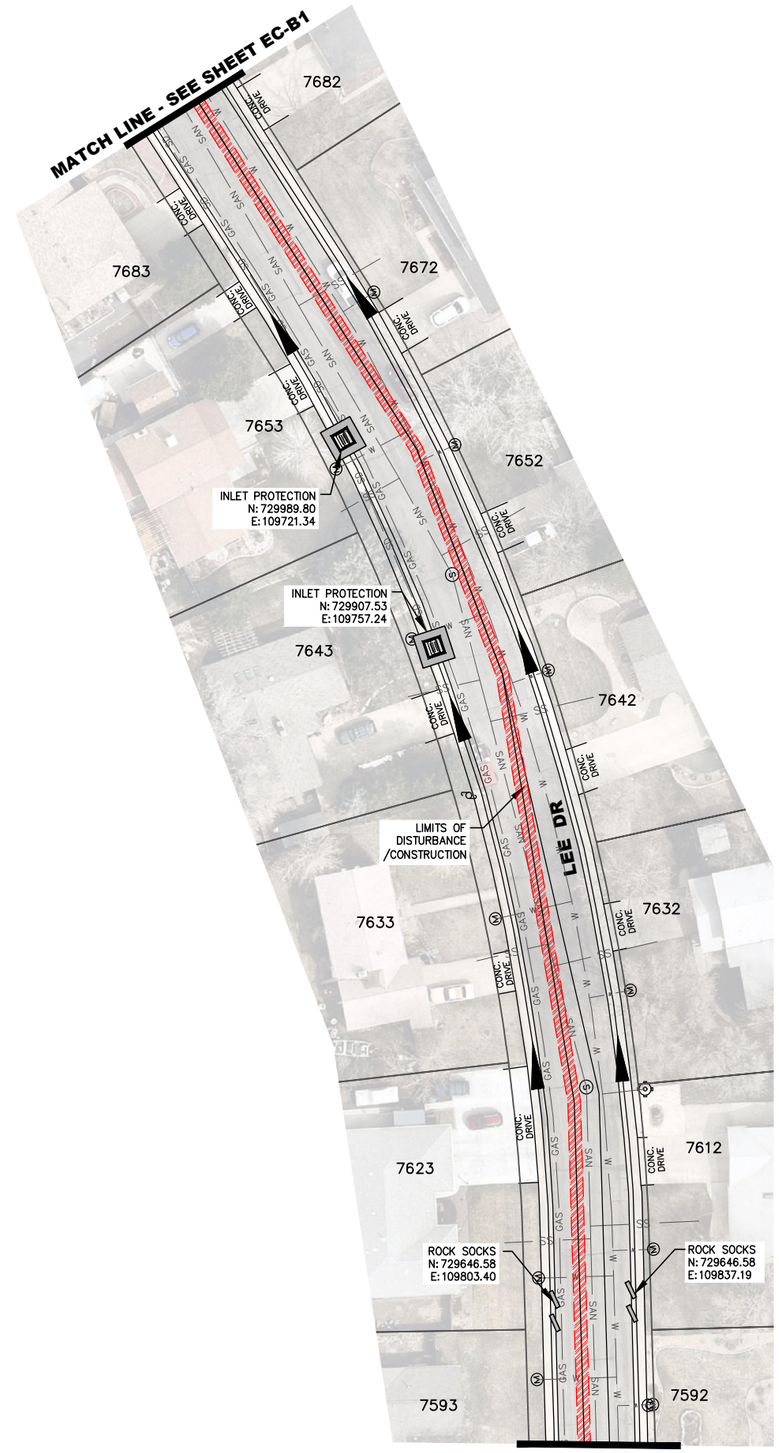
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH DR.
LEWIS CT. TO NELSON ST.
EROSION CONTROL PLANS

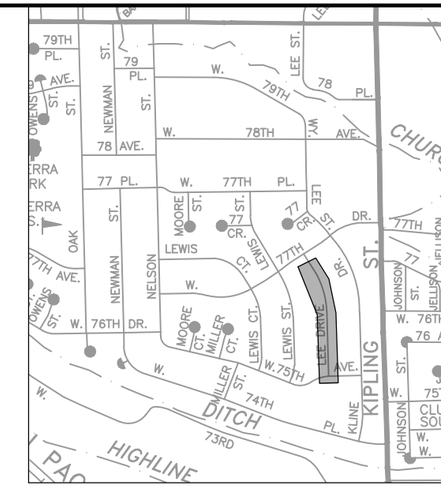
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT EC-B2

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control B.dwg , Plot Date: 4/22/2024







KEY MAP (Not To Scale)

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

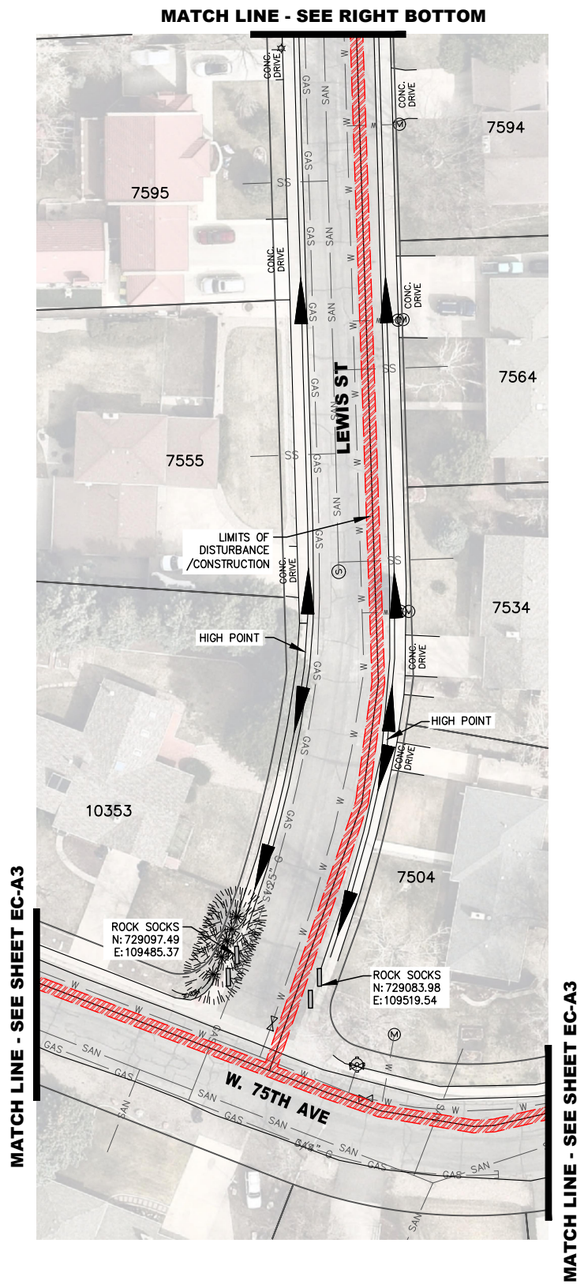
CITY OF ARVADA

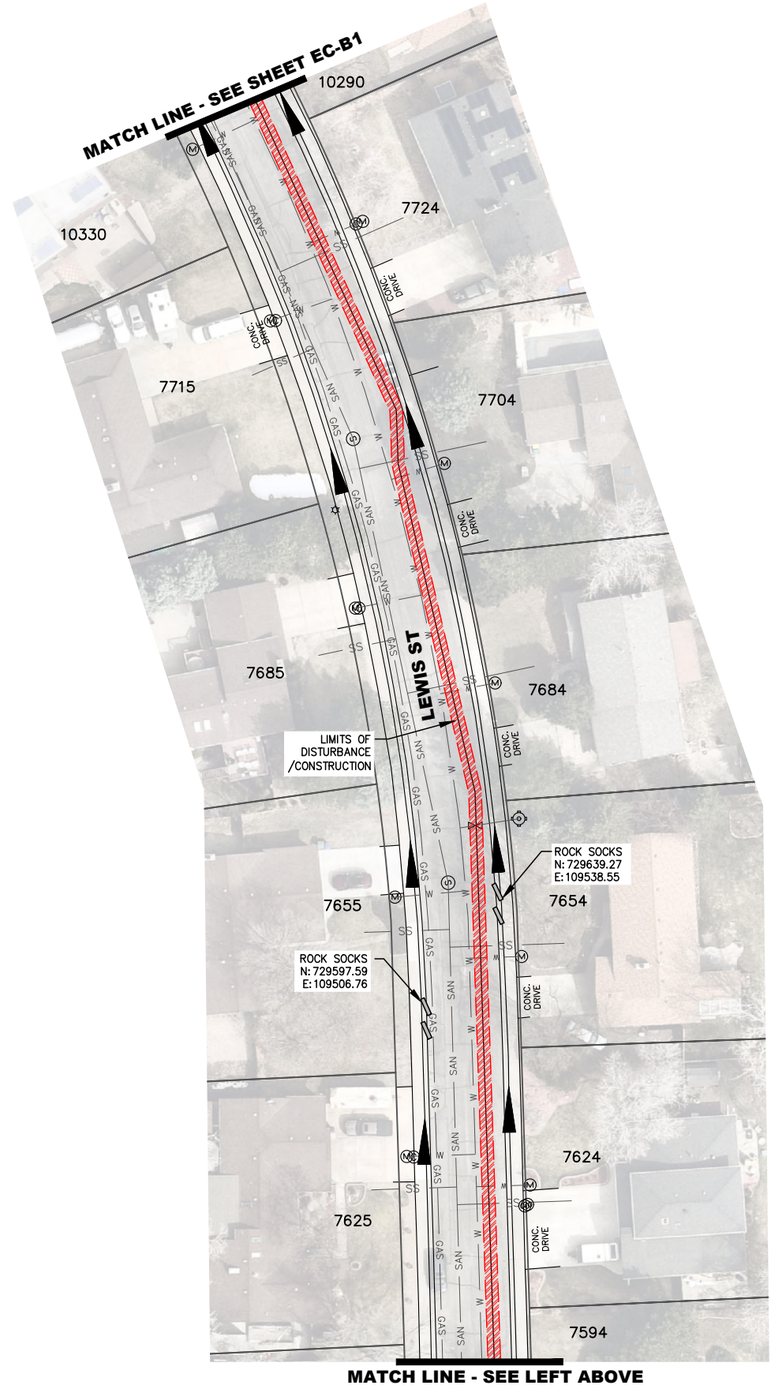
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEE DR.
EROSION CONTROL PLANS

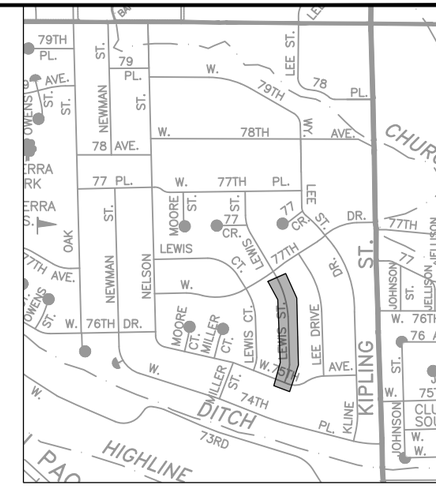
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-B3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control B.dwg , Plot Date: 4/28/2024







KEY MAP *(Not To Scale)*

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

NO.	REVISION	DATE	BY
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Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS ST.
EROSION CONTROL PLANS

APPROVED:
Chris Fosley, PE — 5/8/2024 — 24WA01
Assistant City Engineer on behalf of City Engineer — Date — Job Number

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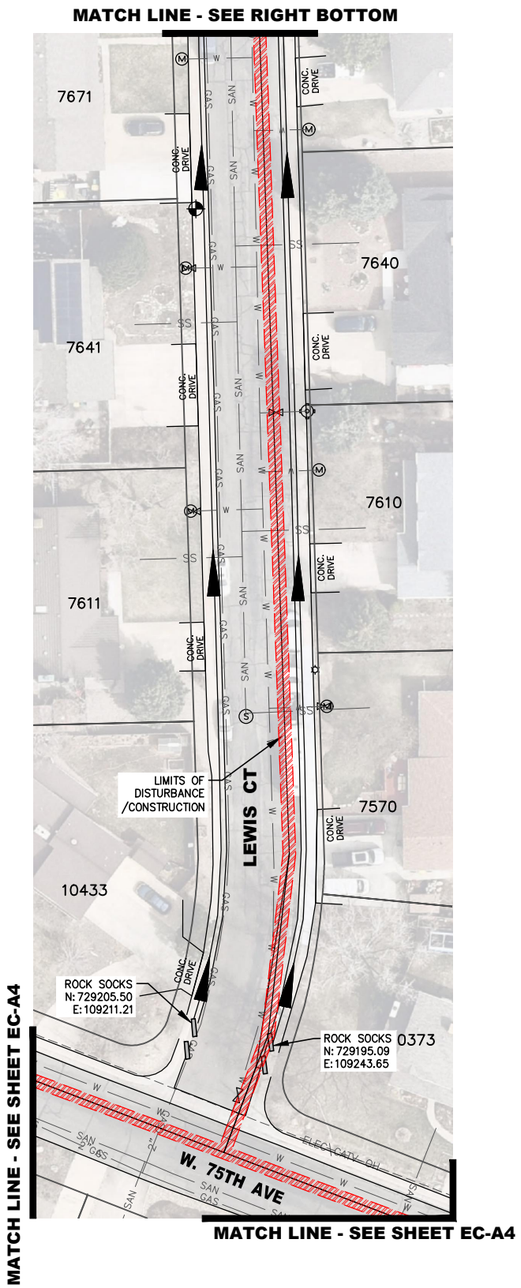
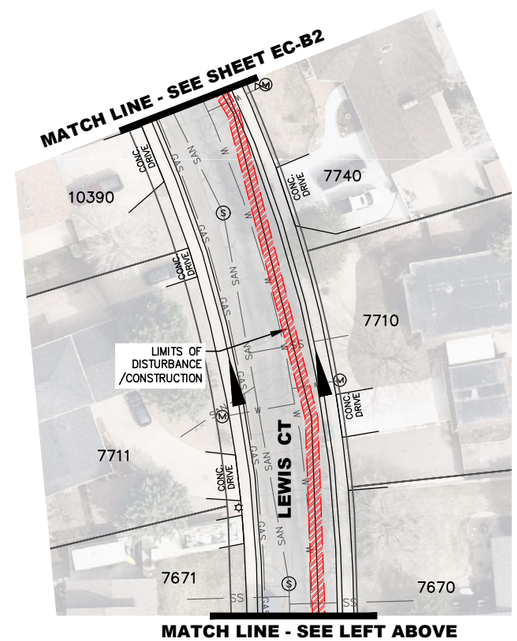
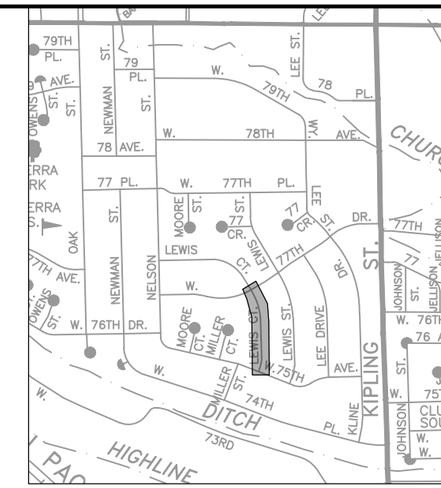
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-B4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control B.dwg , Plot Date: 4/22/2024







KEY MAP *(Not To Scale)*

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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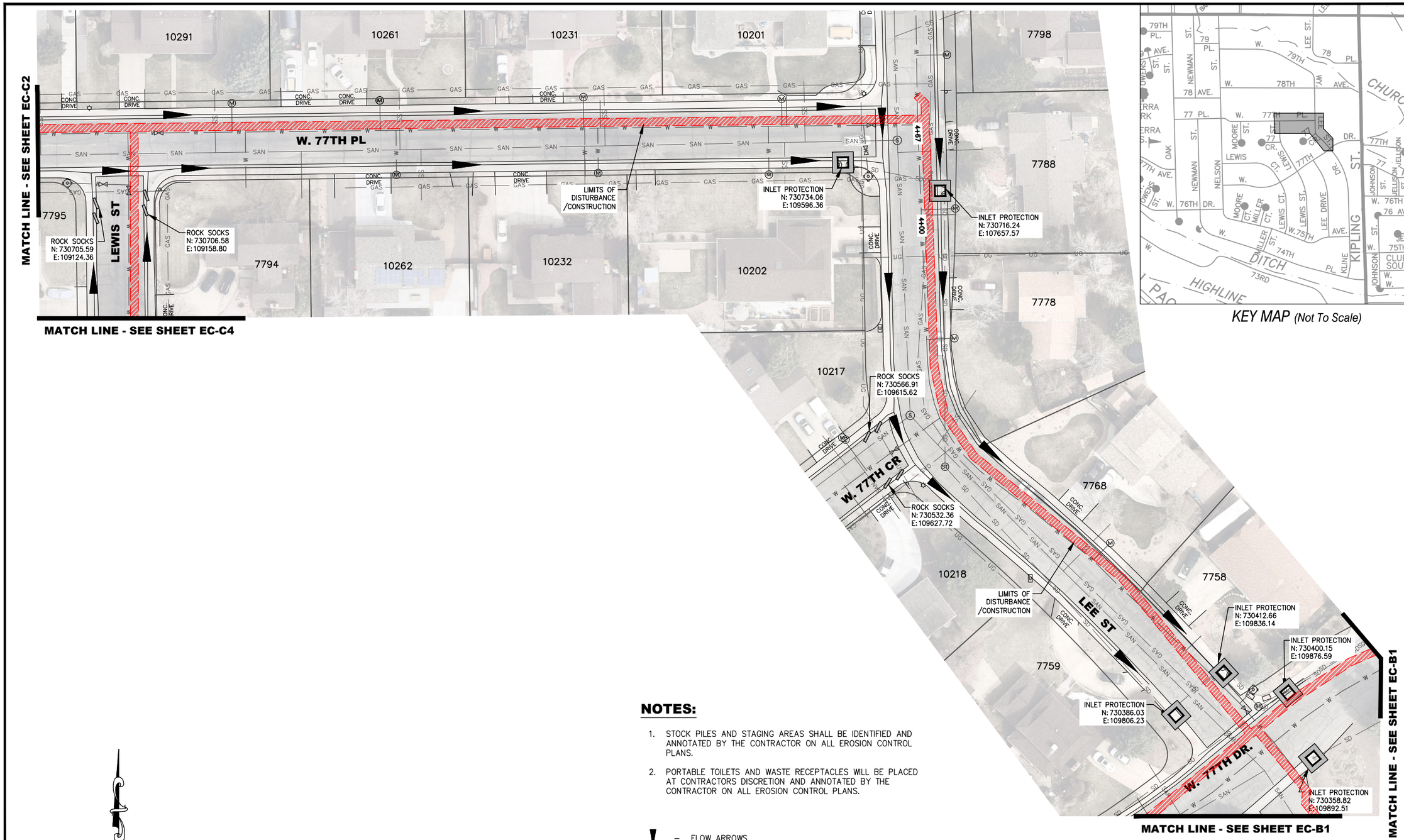
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS CT.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-B5**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control B.dwg , Plot Date: 4/28/2024



KEY MAP (Not To Scale)

NOTES:

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEE ST. & W. 77TH PL.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-C1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control C.dwg , Plot Date: 4/22/2024

NOTES:

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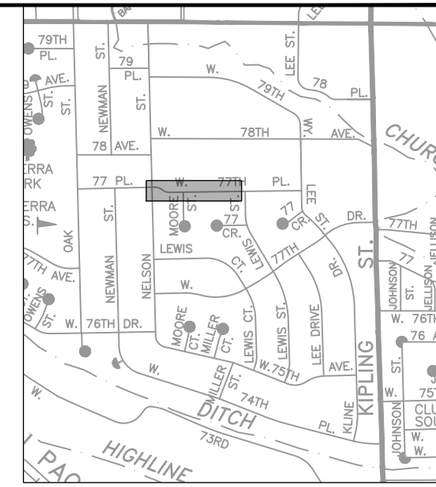
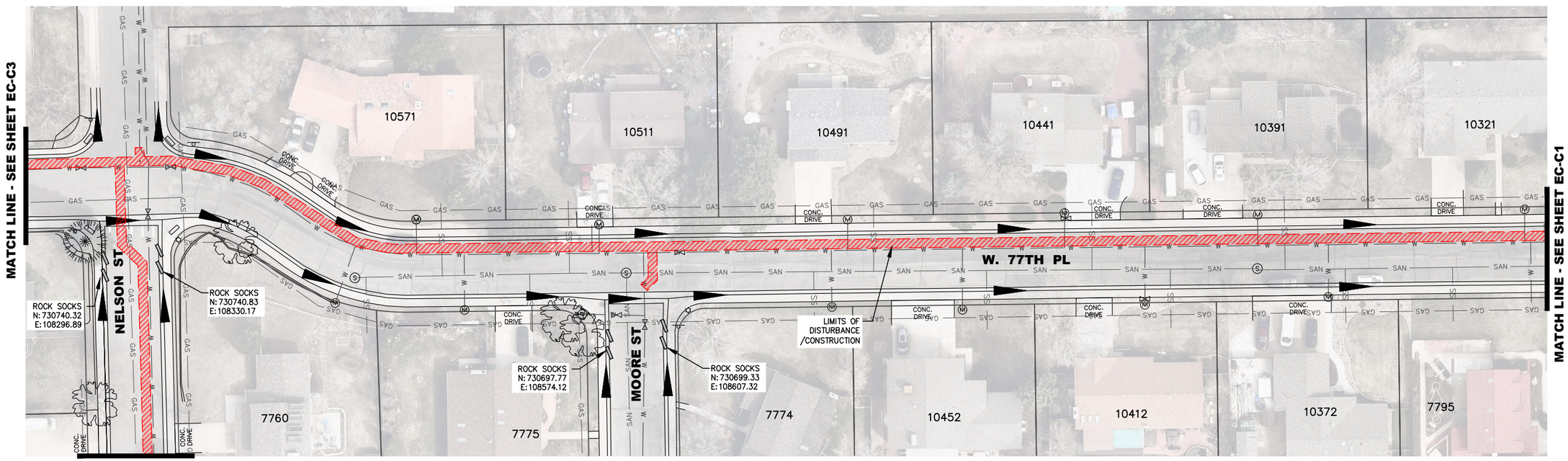
– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS



KEY MAP (Not To Scale)



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
EROSION CONTROL PLANS

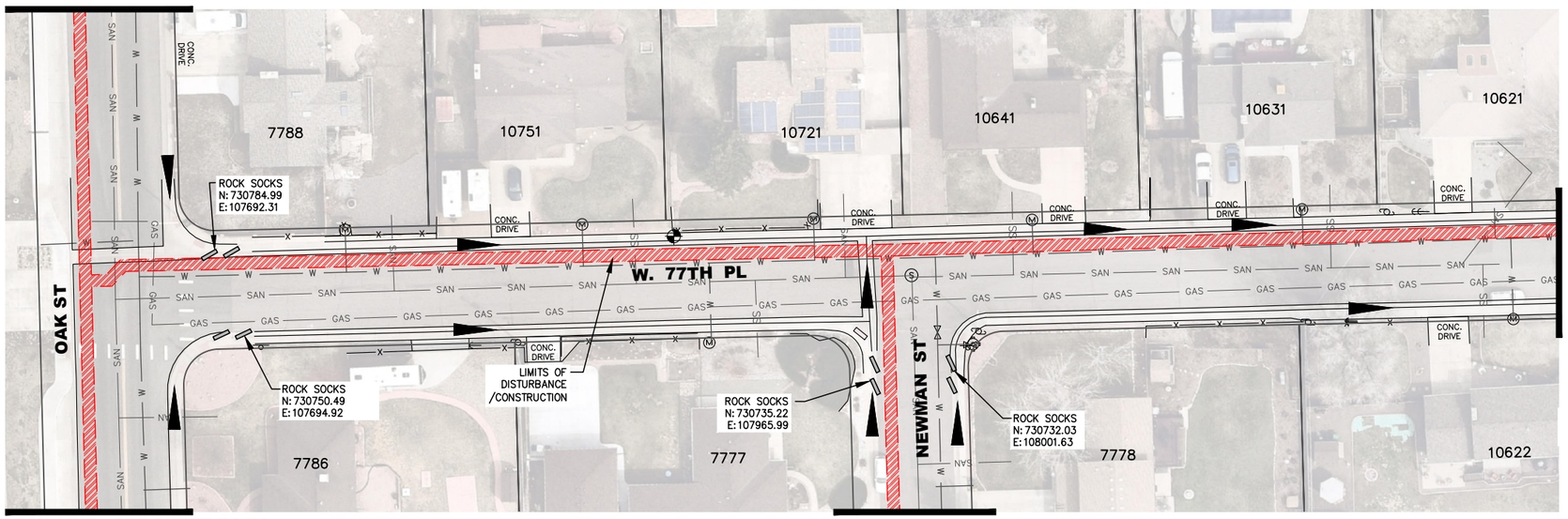
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-C2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control C.dwg , Plot Date: 4/22/2024

KEY MAP *(Not To Scale)*

MATCH LINE - SEE SHEET EC-E1



MATCH LINE - SEE SHEET EC-E1

MATCH LINE - SEE SHEET EC-D3

MATCH LINE - SEE SHEET EC-C2

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

OVERLAP SEE SHEET C17

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

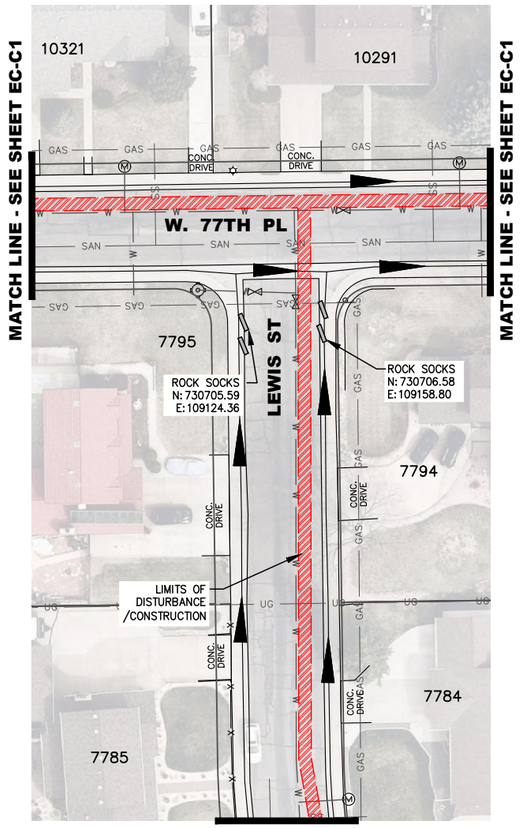
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

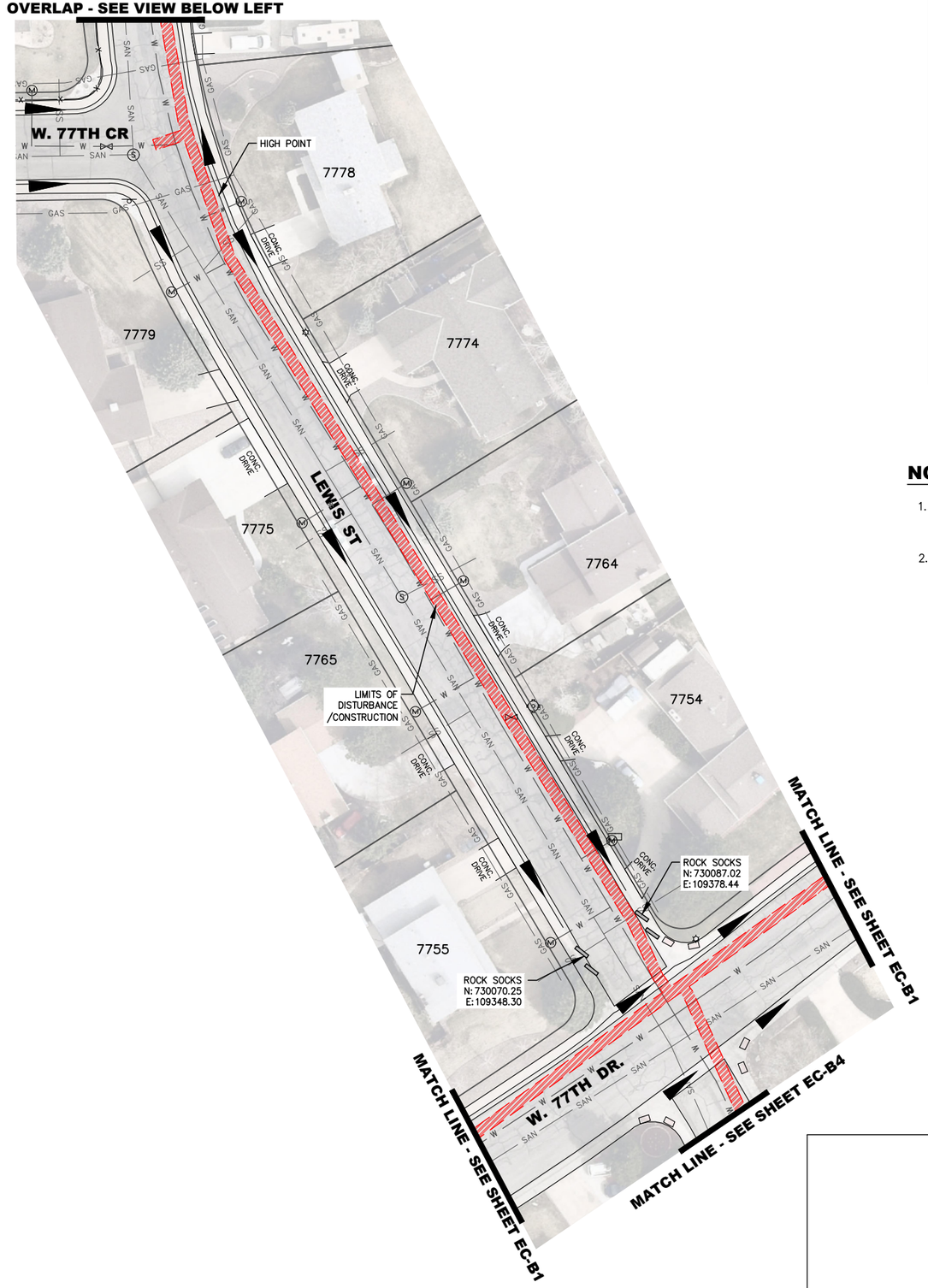
SHT **EC-C3**

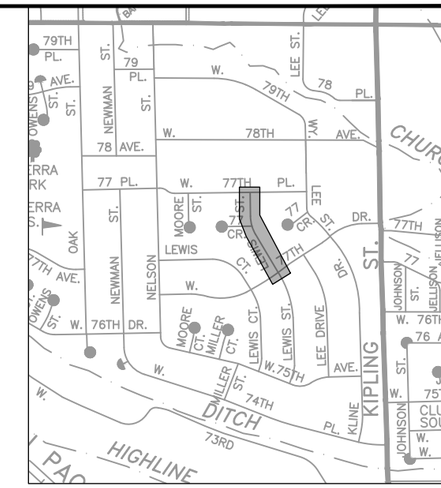
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control C.dwg , Plot Date: 4/22/2024



OVERLAP - SEE VIEW ABOVE RIGHT

OVERLAP - SEE VIEW BELOW LEFT





KEY MAP (Not To Scale)

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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Phone 720-898-7640

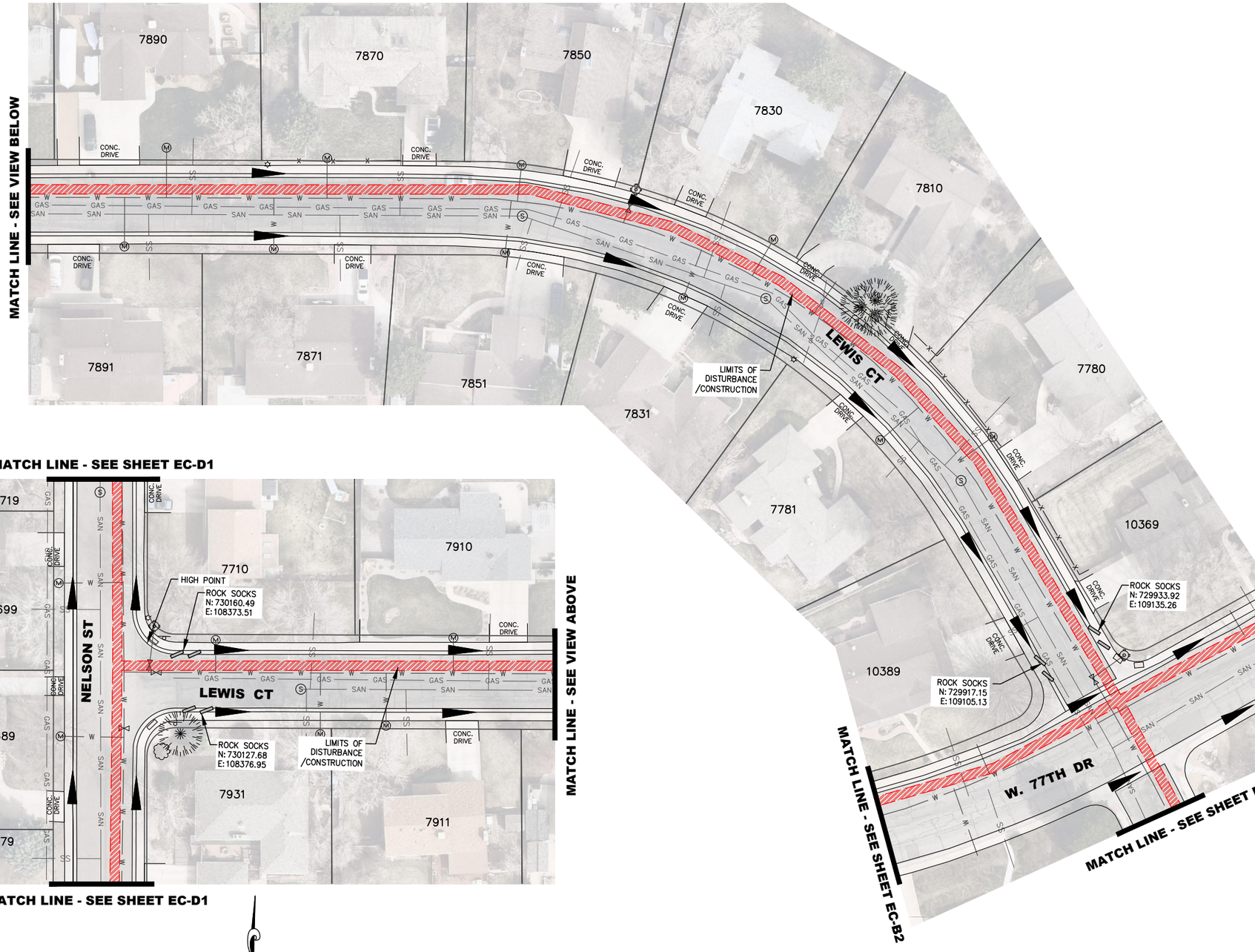
CITY OF ARVADA

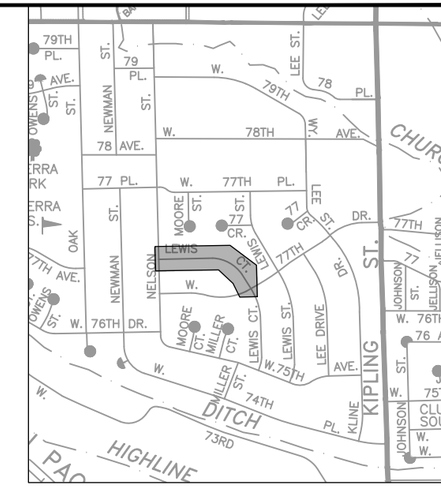
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS ST.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-C4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control C.dwg , Plot Date: 4/22/2024





KEY MAP *(Not To Scale)*

NOTES:

1. STOCK PILES AND STAGING AREAS SHALL BE IDENTIFIED AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.
2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	5/8/2024	24WA01

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS CT.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-C5**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control C.dwg , Plot Date: 4/22/2024

NOTES:

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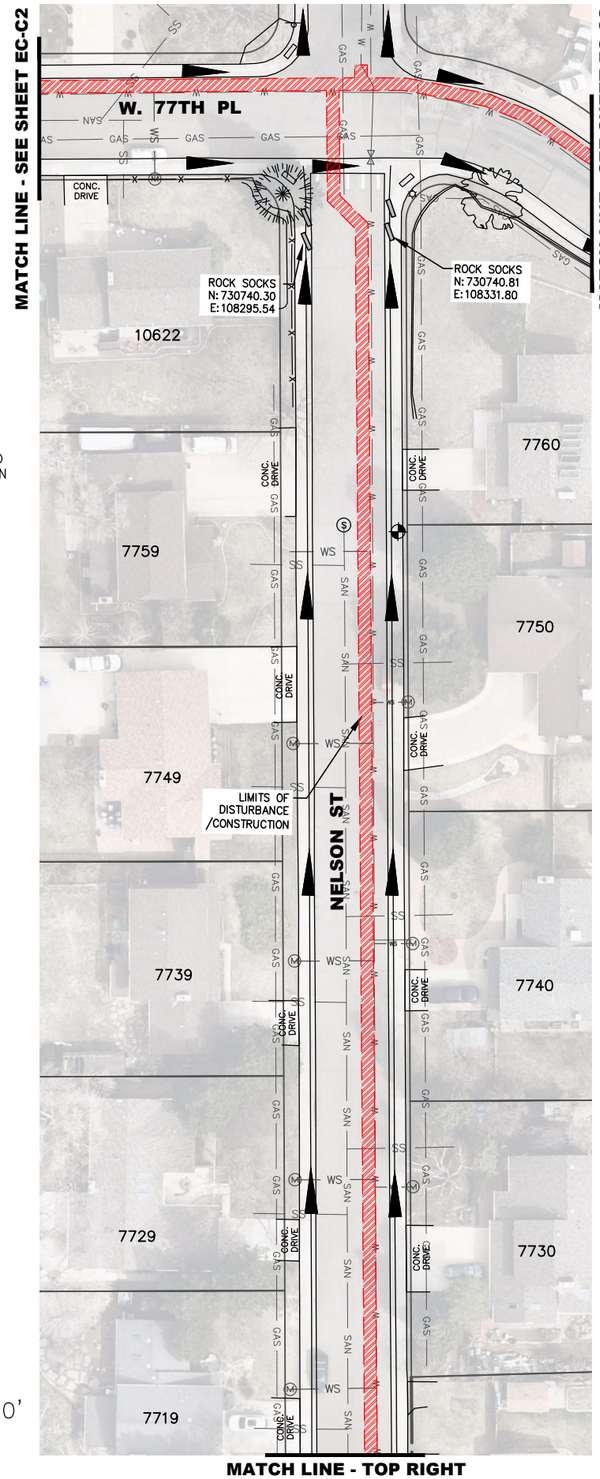
– FLOW ARROWS

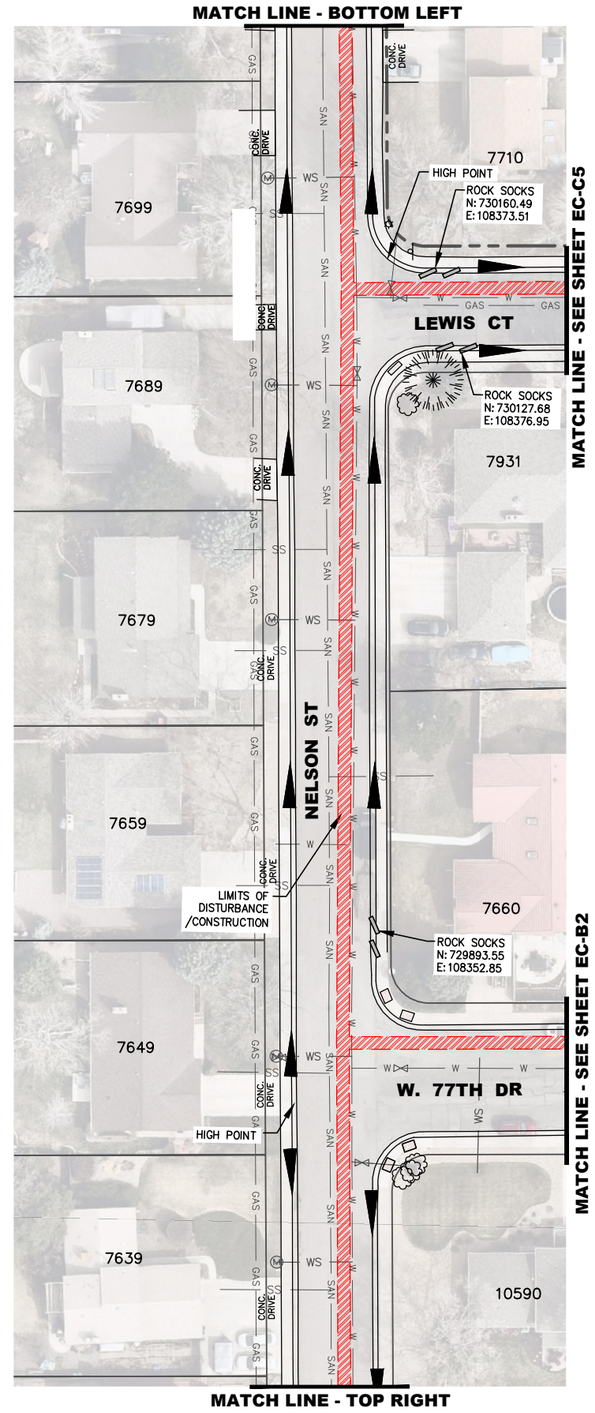
– INLET PROTECTION

– ROCK SOCKS

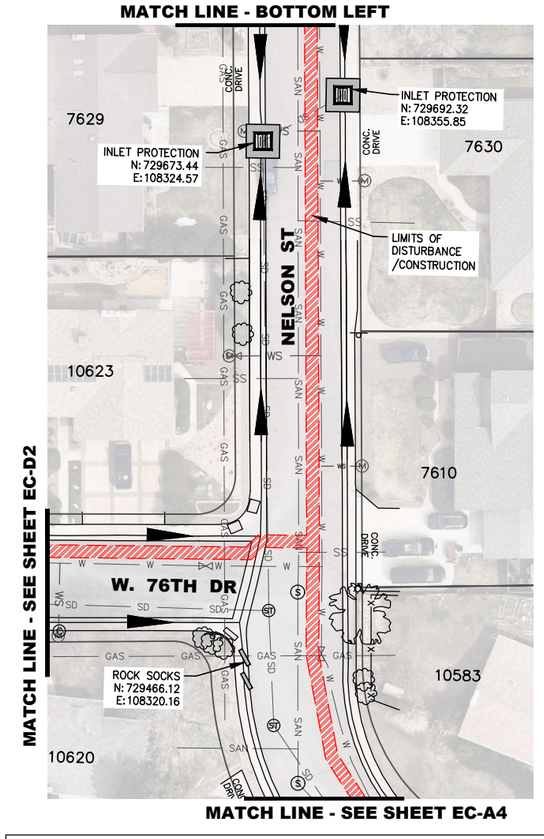
0' 30' 60' 120'

SCALE: 1"=60'





KEY MAP (Not To Scale)



APPROVED:

Assistant City Engineer on behalf of City Engineer | Date: 5/8/2024 | Job Number: 24WA01

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

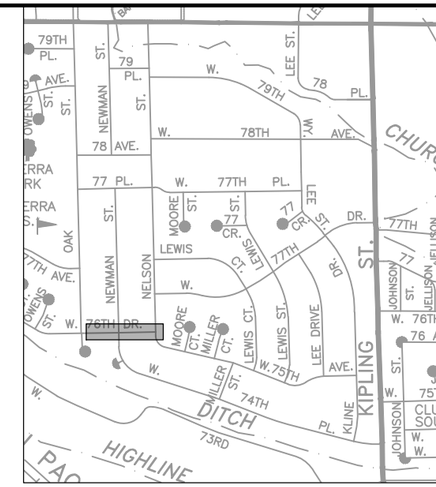
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NELSON ST.
EROSION CONTROL PLANS

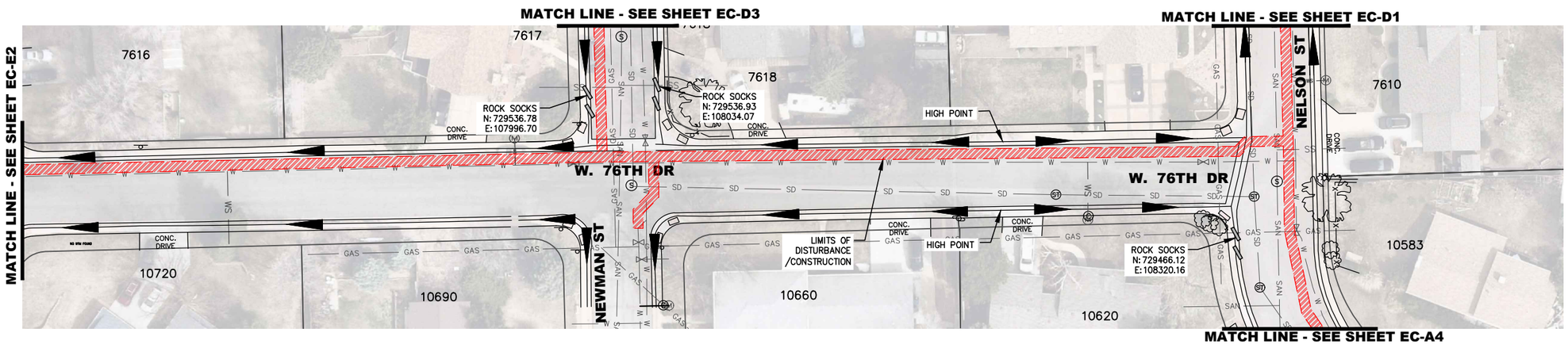
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT EC-D1

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control D.dwg , Plot Date: 4/28/2024



KEY MAP *(Not To Scale)*



NOTES:

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

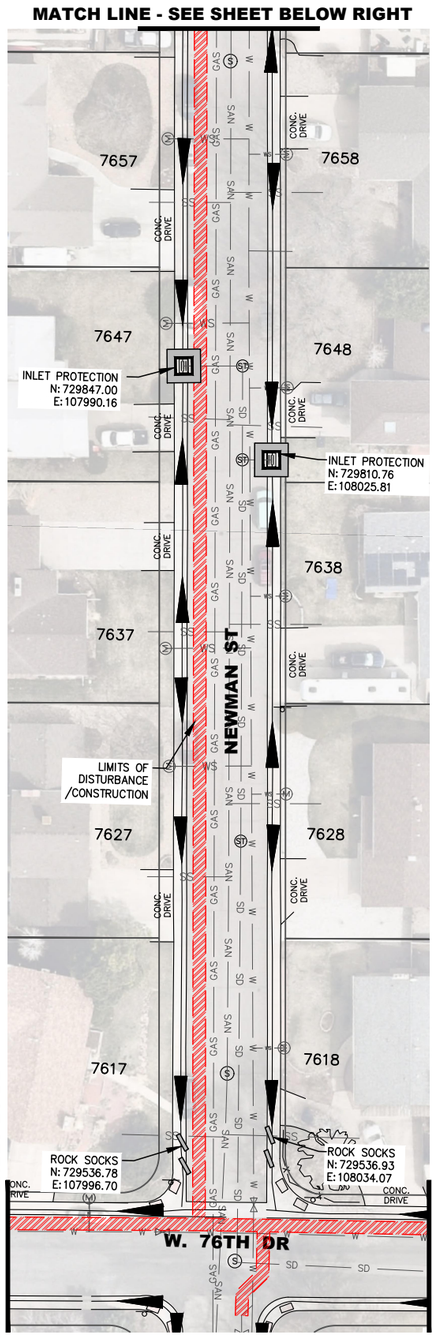
CITY OF ARVADA

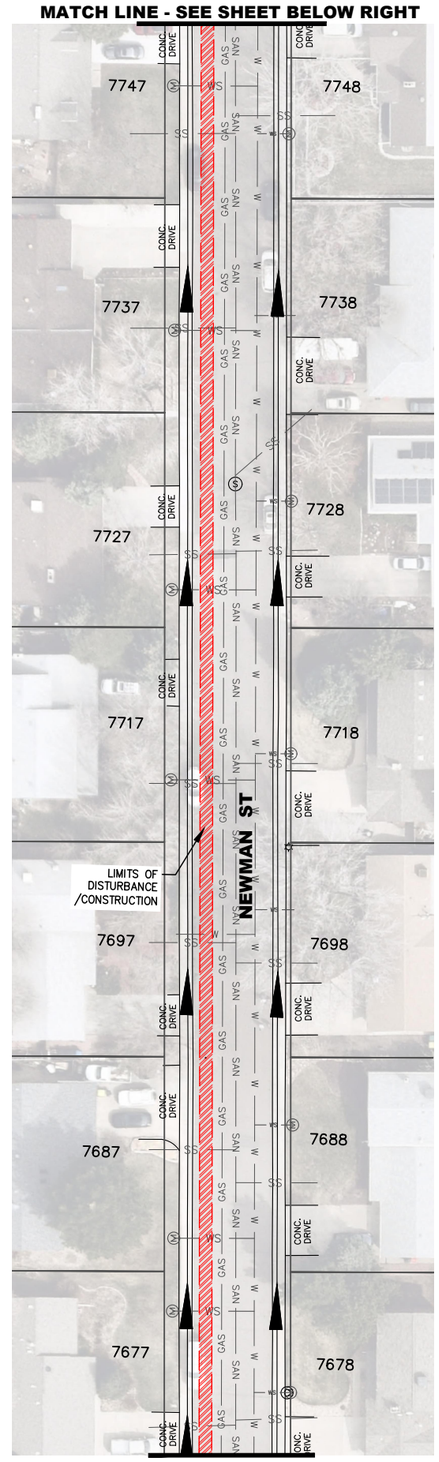
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 76TH DR.
EROSION CONTROL PLANS

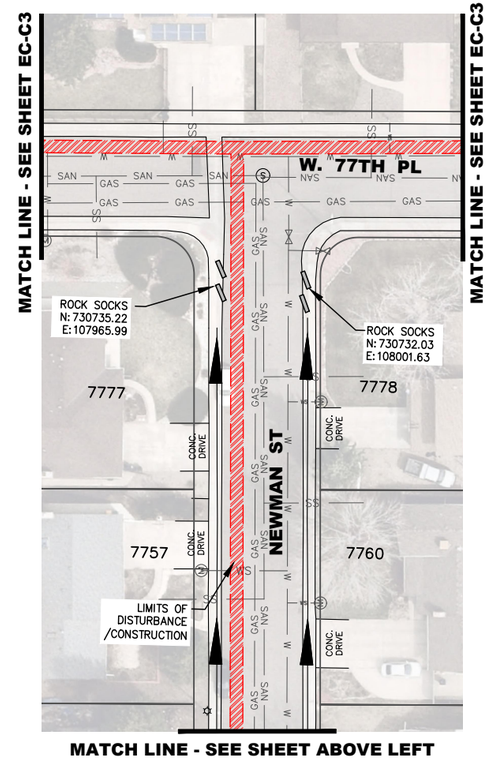
ENGINEER JV
CHECKED BY JM
DESIGN BY RN

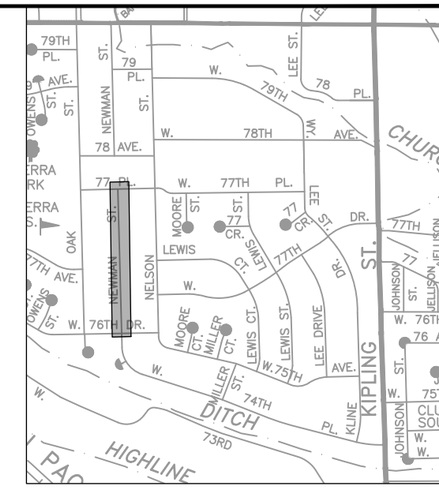
SHT **EC-D2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control D.dwg , Plot Date: 4/28/2024









KEY MAP *(Not To Scale)*

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

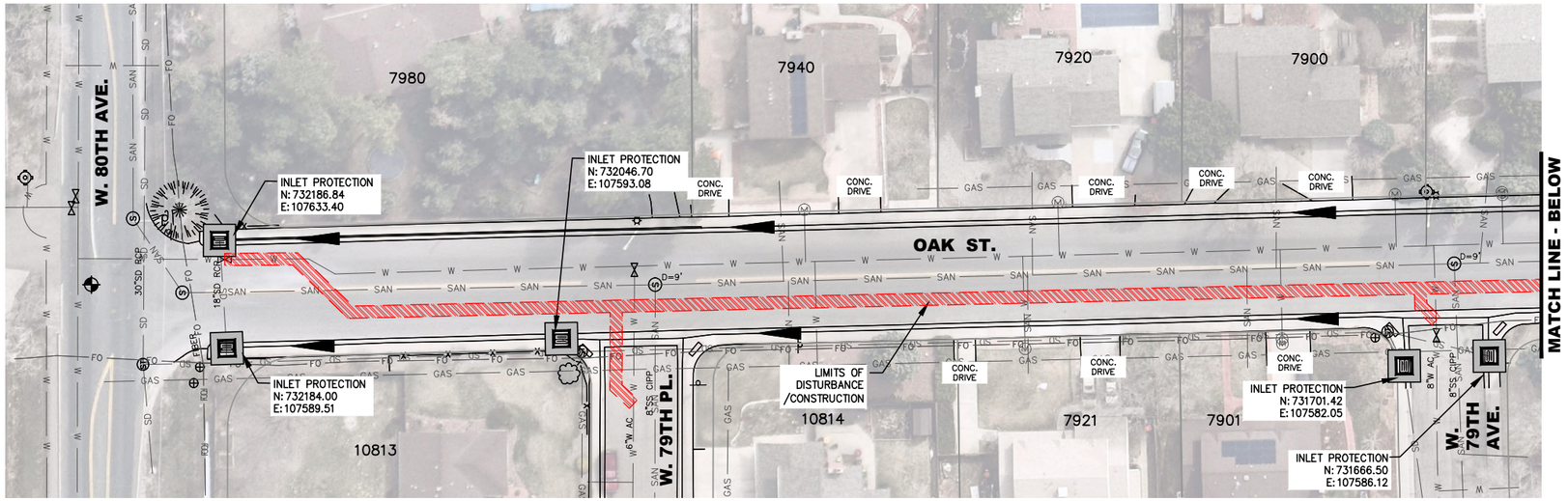
CITY OF ARVADA

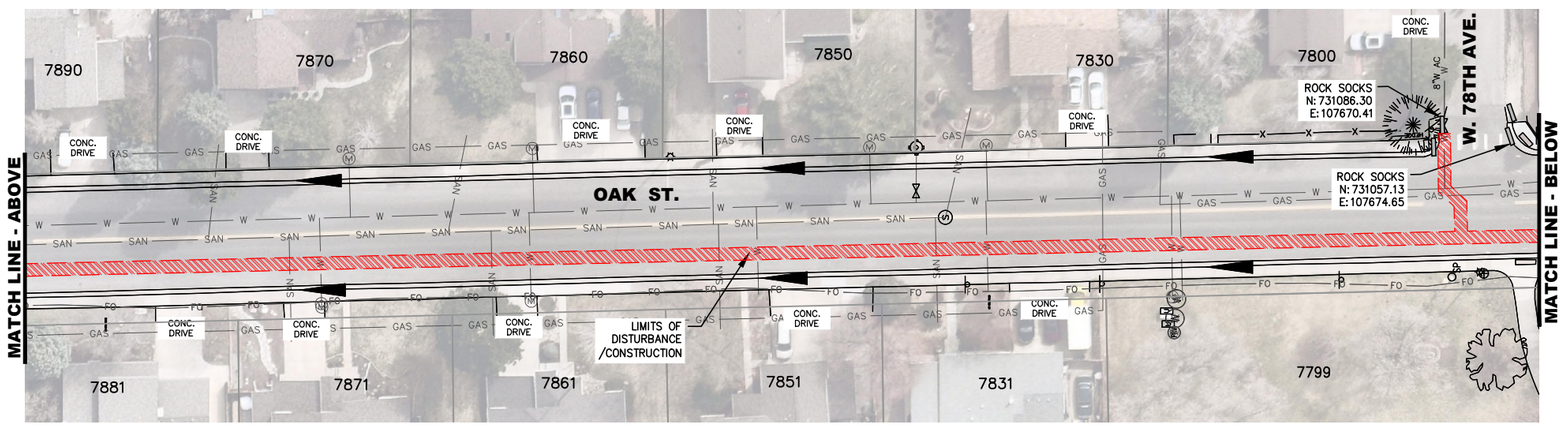
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NEWMAN ST.
EROSION CONTROL PLANS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

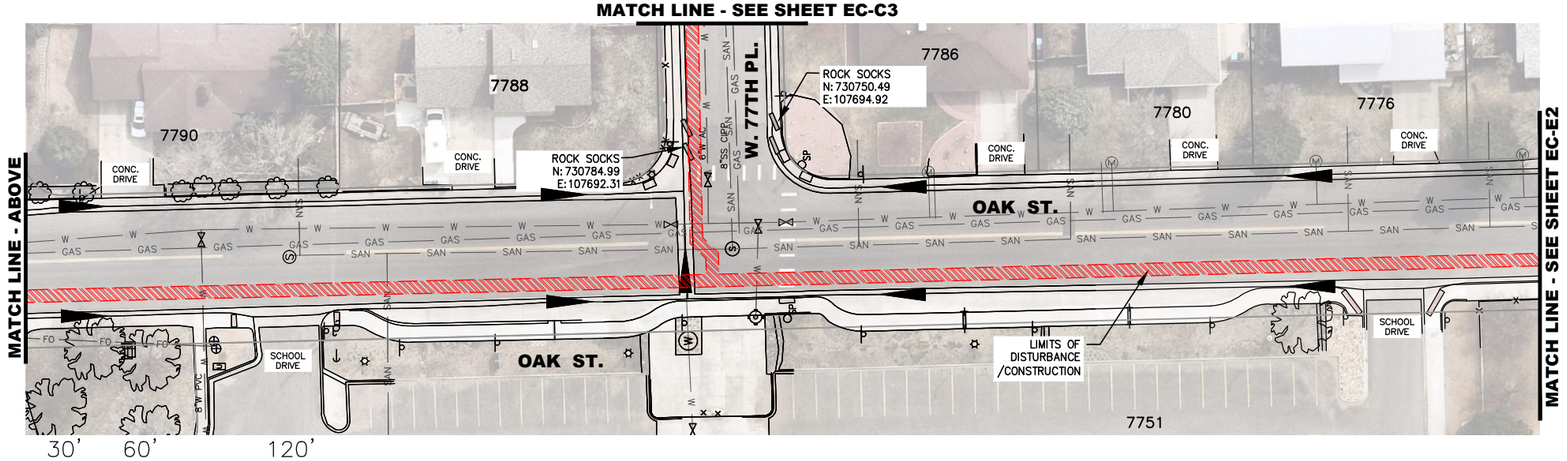
SHT **EC-D3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control D.dwg , Plot Date: 4/22/2024



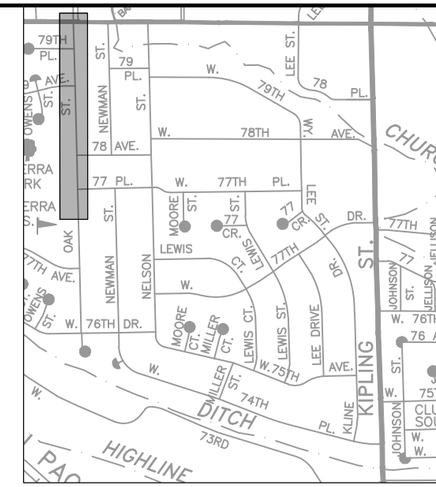


MATCH LINE - SEE SHEET EC-C3



0' 30' 60' 120'

SCALE: 1"=60'



KEY MAP (Not To Scale)

NOTES:

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2. PORTABLE TOILETS AND WASTE RECEPTACLES WILL BE PLACED AT CONTRACTORS DISCRETION AND ANNOTATED BY THE CONTRACTOR ON ALL EROSION CONTROL PLANS.

– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET - 12" WATER MAIN
EROSION CONTROL PLAN

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-E1**

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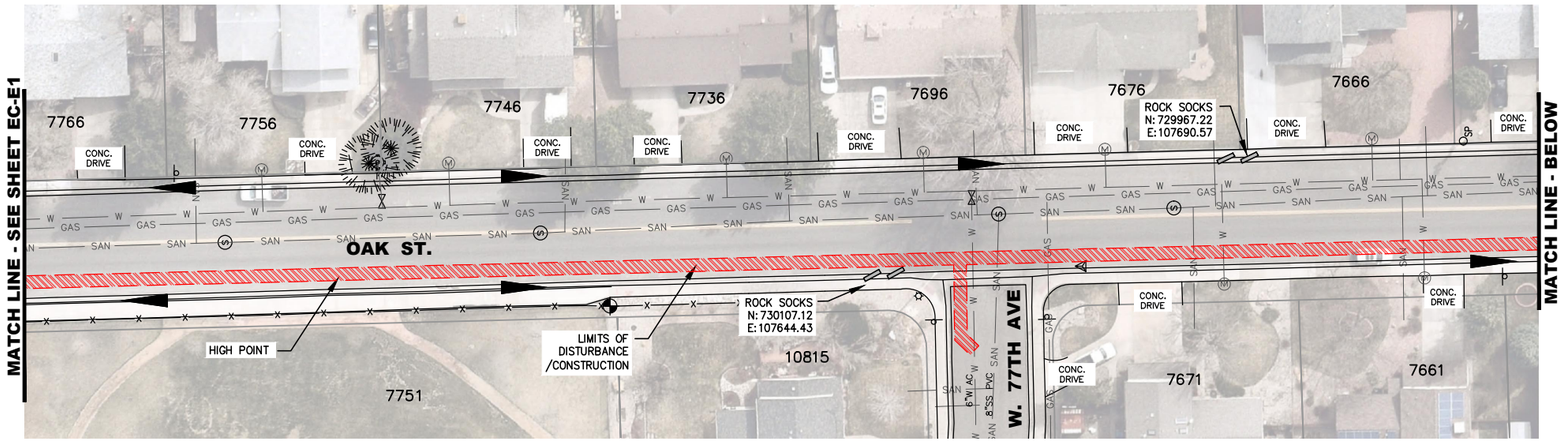
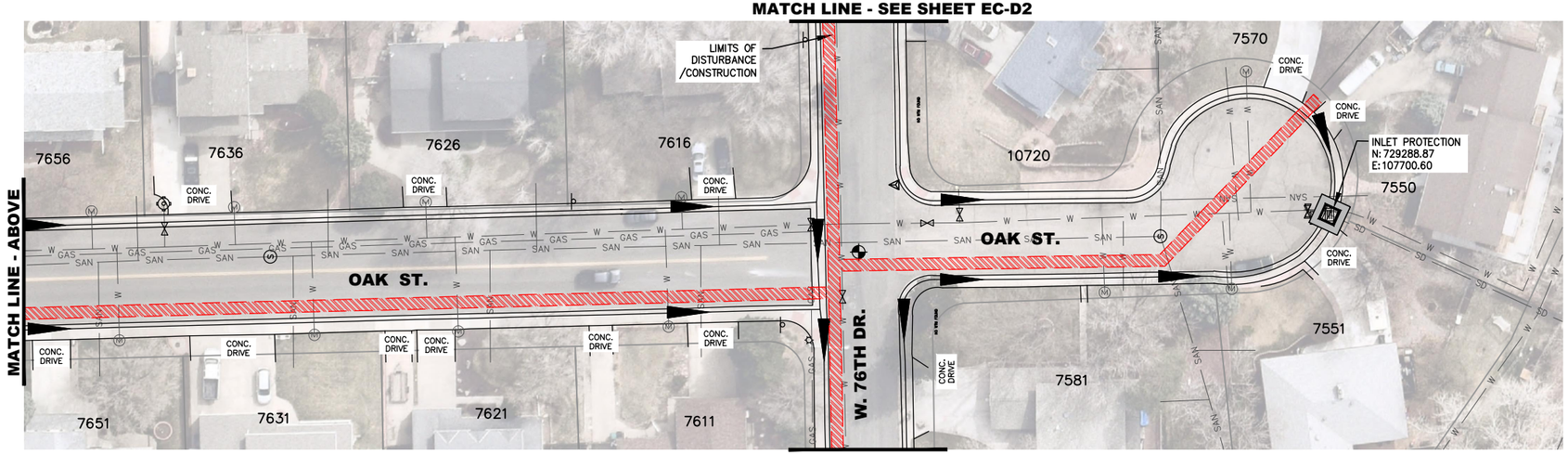
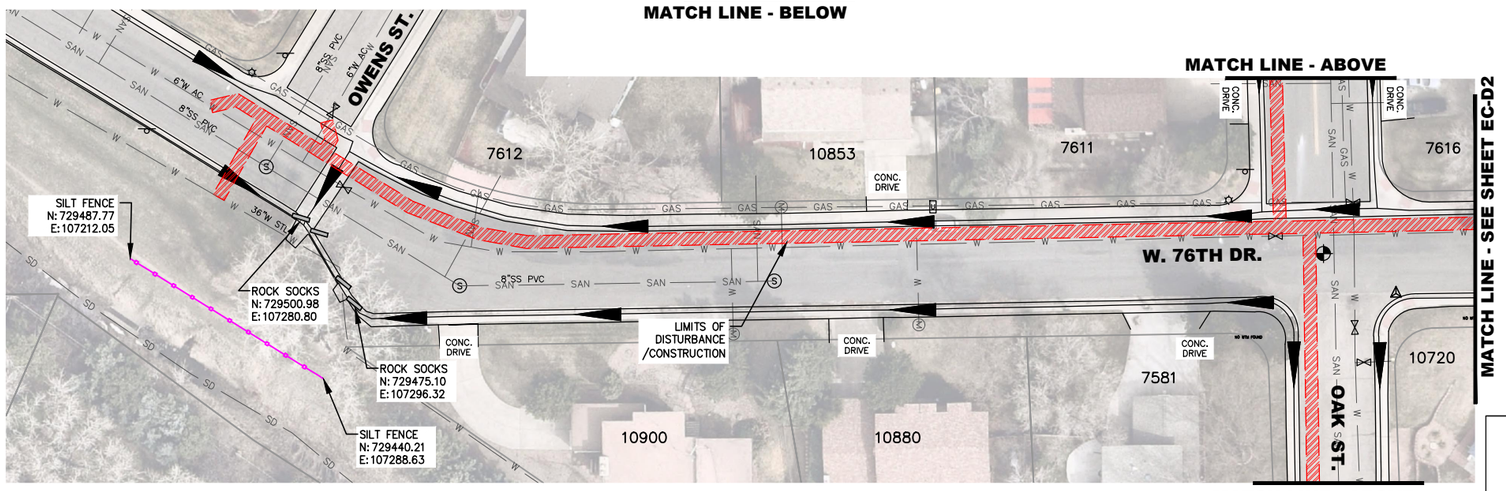


MATCH LINE - SEE SHEET EC-D2





0' 30' 60' 120'

SCALE: 1"=60'

KEY MAP (Not To Scale)

NOTES:

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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8101 Ralston Road
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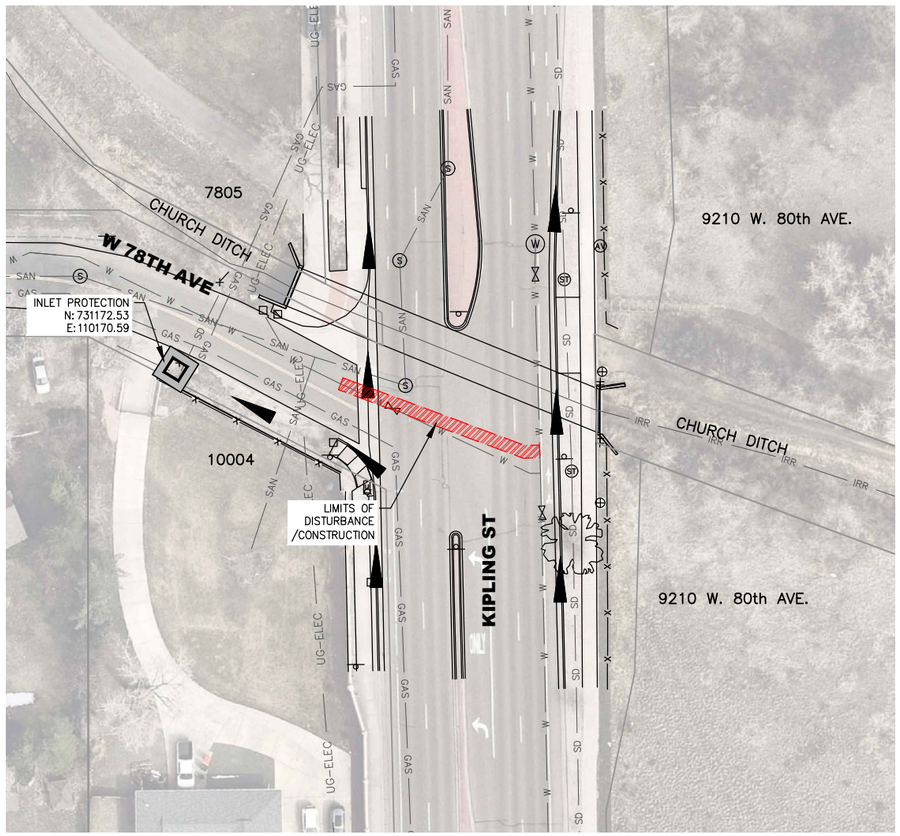
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET - 12" WATER MAIN
EROSION CONTROL PLAN

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-E2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control E-12in.dwg , Plot Date: 4/28/2024



KEY MAP *(Not To Scale)*

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– FLOW ARROWS

– INLET PROTECTION

– ROCK SOCKS

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

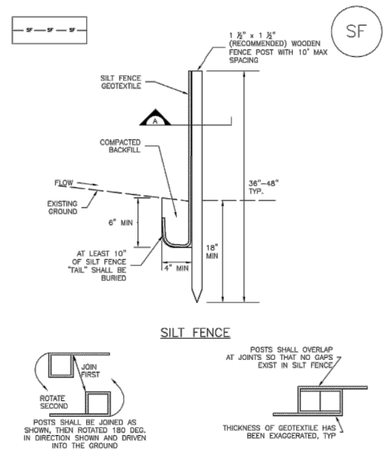
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 78TH AVE AT KIPLING ST.
EROSION CONTROL PLAN

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **EC-F1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control F.dwg , Plot Date: 4/28/2024



SF–1. SILT FENCE

SILT FENCE INSTALLATION NOTES

1. SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2–5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.

2. A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.

3. COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTION SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.

4. SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.

5. SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.

6. AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J-HOOK." THE "J-HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' – 20').

7. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".

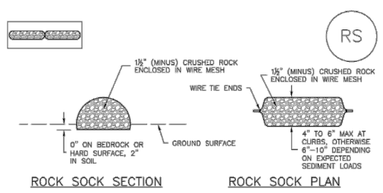
5. REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.

6. SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.

7. WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.



ANY GAP AT JOINT SHALL BE FILLED WITH AN ADEQUATE AMOUNT OF 1½" (MINUS) CRUSHED ROCK AND WRAPPED WITH ADDITIONAL WIRE MESH SECURED TO ENDS OF ROCK REINFORCED SOCK. AS AN ALTERNATIVE TO FILLING JOINTS BETWEEN ADJOINING ROCK SOCKS WITH CRUSHED ROCK AND ADDITIONAL WIRE WRAPPING, ROCK SOCKS CAN BE OVERLAPPED (TYPICALLY 12–INCH OVERLAP) TO AVOID GAPS.

GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4
2"	100
1½"	90 – 100
1"	20 – 55
¾"	0 – 15
⅜"	0 – 5
MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER ASSHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.	

ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION(S) OF ROCK SOCKS.

2. CRUSHED ROCK SHALL BE 1½" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1½" MINUS).

3. WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF ½", RECOMMENDED MINIMUM ROLL WIDTH OF 48"

4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.

5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

RS–1. ROCK SOCK PERIMETER CONTROL

ROCK SOCK MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.

5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY ½ OF THE HEIGHT OF THE ROCK SOCK.

6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

7. WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. UDFCD NEITHER NDORSES NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
MHFD EROSION CONTROL DETAILS

APPROVED:
Chris Foley, PE — 5/8/2024 — 24WA01
Assistant City Engineer on behalf of City Engineer — Date — Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **DT1**

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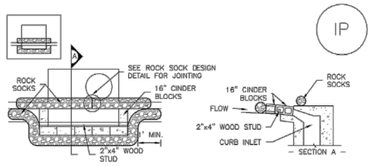


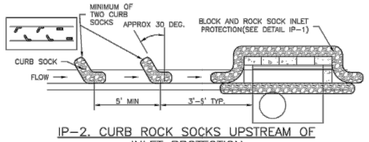
IP–1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.

3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.



IP–2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

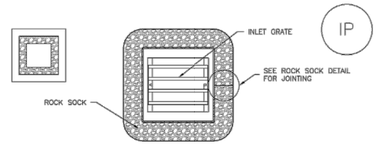
CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.

2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.

3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.

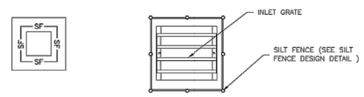
4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON–GRADE INLETS.



IP–3. ROCK SOCK SUMP/AREA INLET PROTECTION

ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES
1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



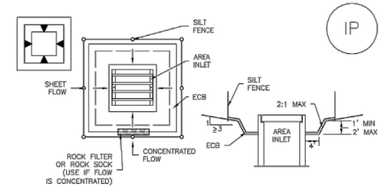
IP–4. SILT FENCE FOR SUMP INLET PROTECTION

SILT FENCE INLET PROTECTION INSTALLATION NOTES

1. SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.

3. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



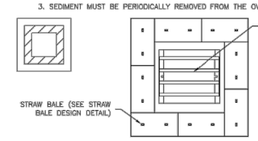
IP–5. OVEREXCAVATION INLET PROTECTION

OVEREXCAVATION INLET PROTECTION INSTALLATION NOTES

1. THIS FORM OF INLET PROTECTION IS PRIMARILY APPLICABLE FOR SITES THAT HAVE NOT YET REACHED FINAL GRADE AND SHOULD BE USED ONLY FOR INLETS WITH A RELATIVELY SMALL CONTRIBUTING DRAINAGE AREA.

2. WHEN USING FOR CONCENTRATED FLOWS, SHAPE BASIN IN 2:1 RATIO WITH LENGTH ORIENTED TOWARDS DIRECTION OF FLOW.

3. SEDIMENT MUST BE PERIODICALLY REMOVED FROM THE OVEREXCAVATED AREA.

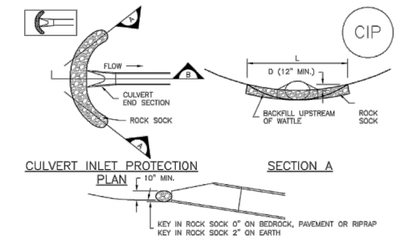


IP–6. STRAW BALE FOR SUMP INLET PROTECTION

STRAW BALE BARRIER INLET PROTECTION INSTALLATION NOTES

1. SEE STRAW BALE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. BALES SHALL BE PLACED IN A SINGLE ROW AROUND THE INLET WITH ENDS OF BALES TIGHTLY ABUTTING ONE ANOTHER.



CIP–1. CULVERT INLET PROTECTION

CULVERT INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR
–LOCATION OF CULVERT INLET PROTECTION.

2. SEE ROCK SOCK DESIGN DETAIL FOR ROCK GRADATION REQUIREMENTS AND JOINTING DETAIL.

CULVERT INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF THE CULVERT SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS ½ THE HEIGHT OF THE ROCK SOCK.

5. CULVERT INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED AND APPROVED BY THE LOCAL JUR/SDICTION.

(DETAILS ADAPTED FROM AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

GENERAL INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
–LOCATION OF INLET PROTECTION.
–TYPE OF INLET PROTECTION (IP-1, IP.2, IP.3, IP.4, IP.5, IP.6)

2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.

3. MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR ¼ OF THE HEIGHT FOR STRAW BALES.

5. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.

6. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NOTE: SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION. CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

APPROVED:
Chris Fosley, PE — Assistant City Engineer on behalf of City Engineer
5/8/2024 — Date
24WA01 — Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

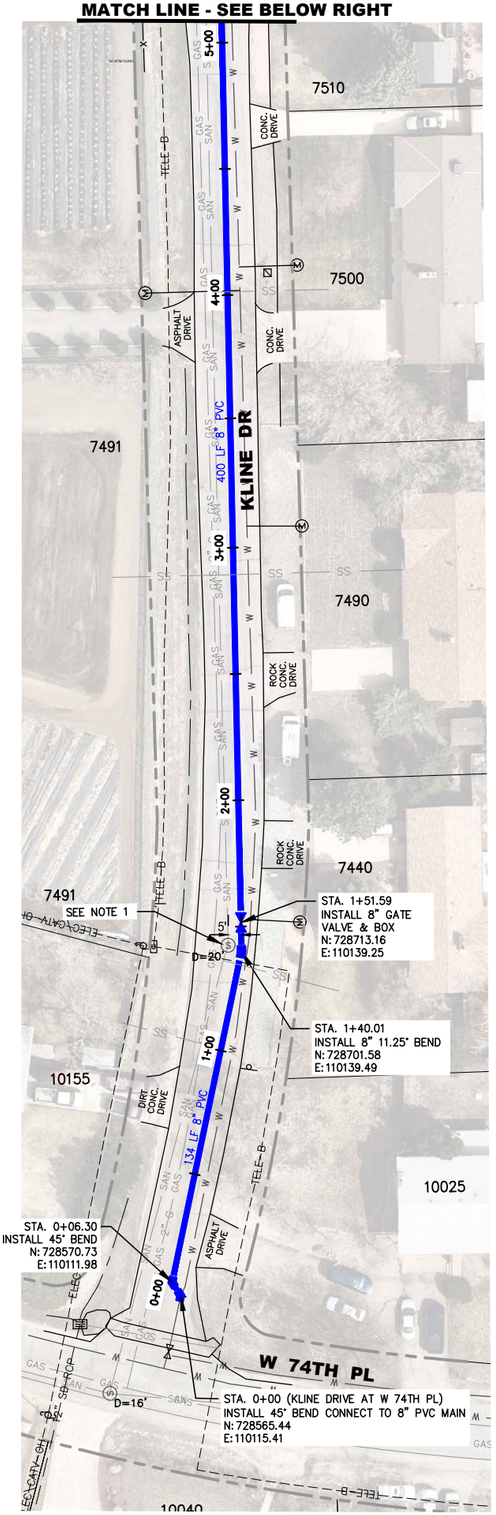
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
MHFD EROSION CONTROL DETAILS

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

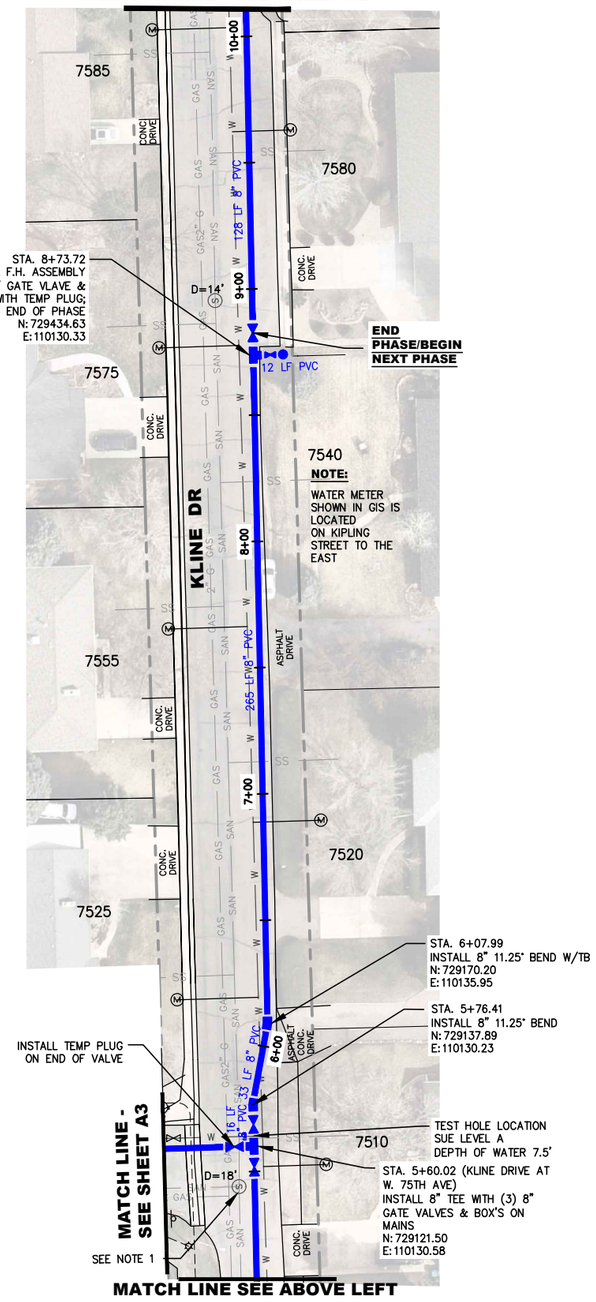
SHT **DT2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Erosion Control\2024 Erosion Control Details.dwg , Plot Date: 4/22/2024

MATCH LINE - SEE BELOW RIGHT



MATCH LINE - SEE SHEET A2



MATCH LINE SEE ABOVE LEFT

KEY MAP (Not To Scale)

NOTES:

1. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
2. STA. 0+00.00 CONNECT TO EXISTING PVC TEST AND FILL FROM THIS LOCATION
3. STA. 8+73.72 CONNECT TO 8" GATE VALVE FOR NEXT PHASE TEST AND FILL
4. ABANDON EXIST. VALVE BOXES

0' 30' 60' 120'

SCALE: 1"=60'

NO.	REVISION	DATE	BY
1			
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
KLINE DRIVE

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	5/8/2024	24WA01

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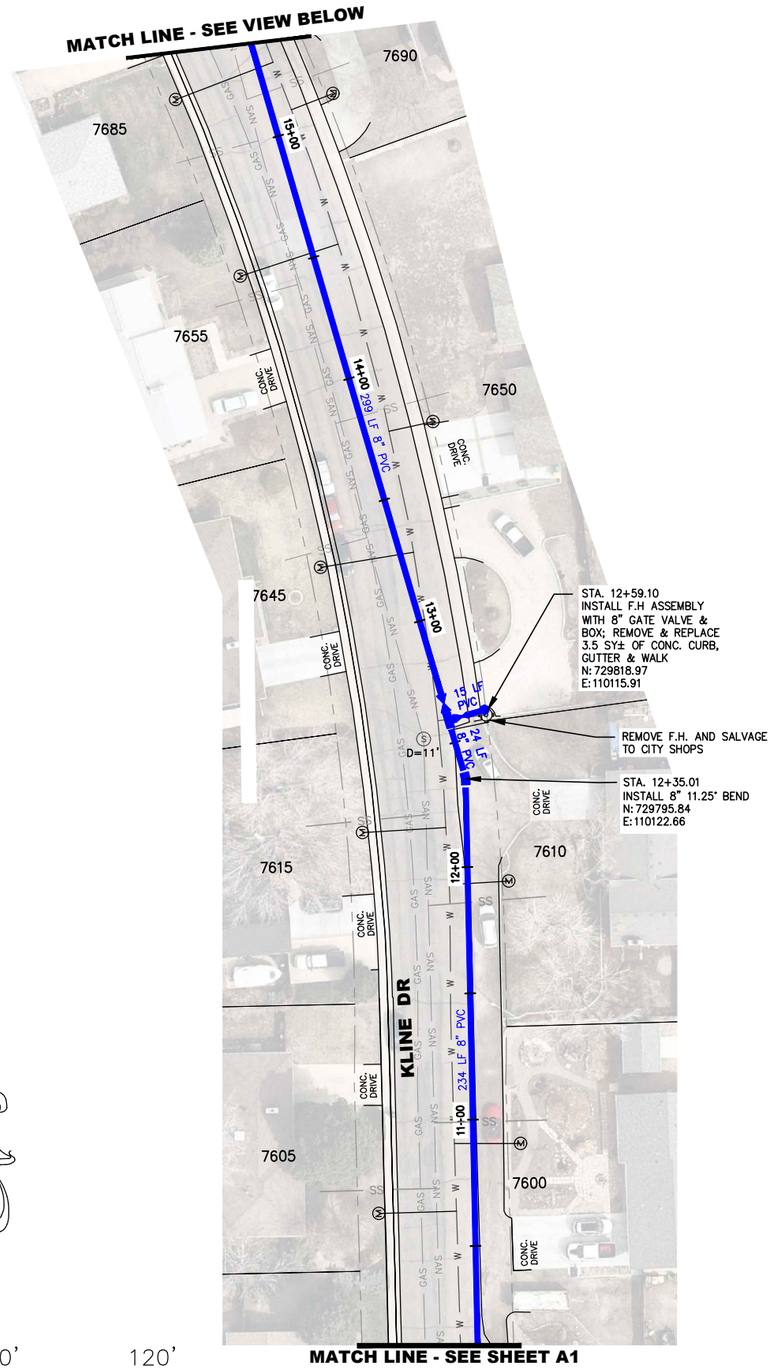
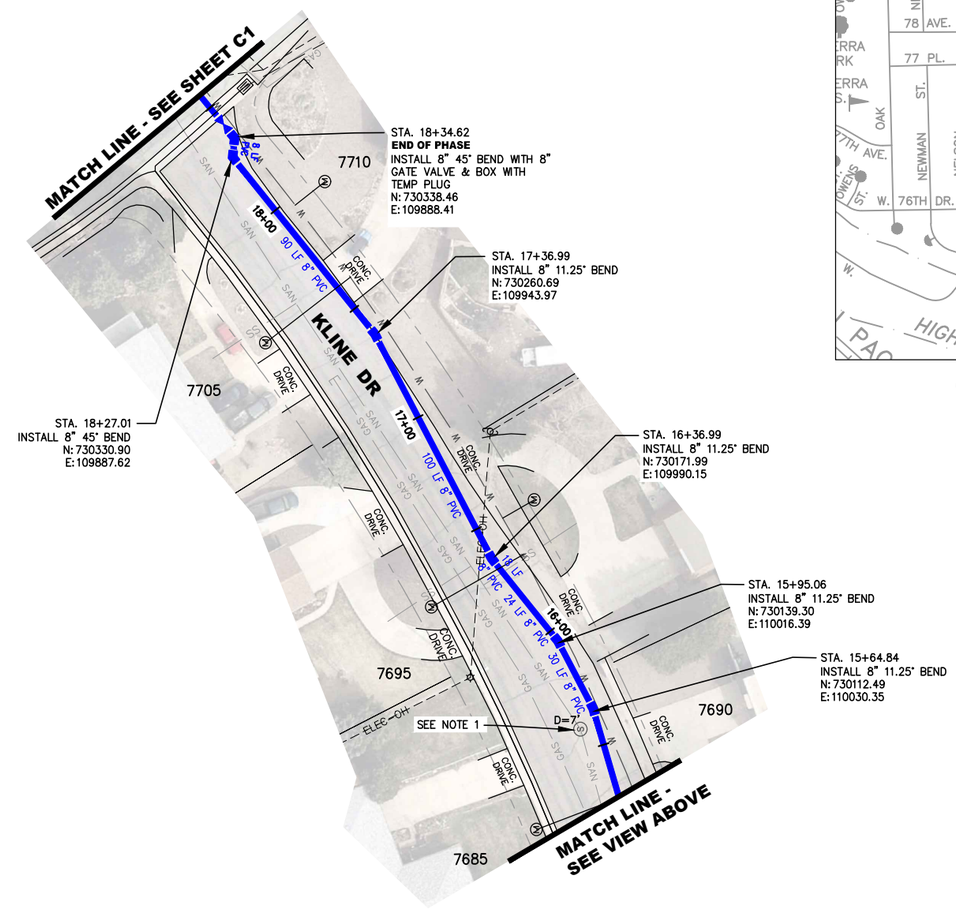
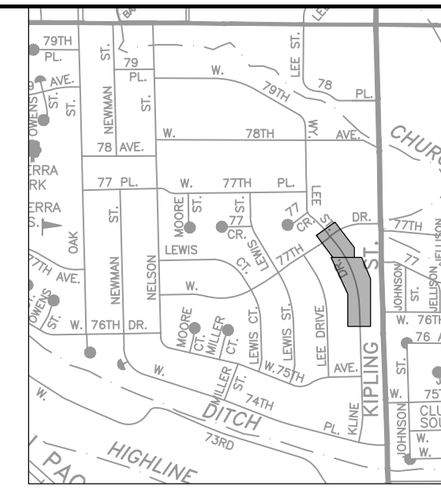
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT A1

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase A\2024 H2O Main Phase A.dwg , Plot Date: 5/3/2024







KEY MAP *(Not To Scale)*

NOTES:

1. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS & SPECIFICATIONS
2. ABANDON EXIST. VALVE BOXES
3. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

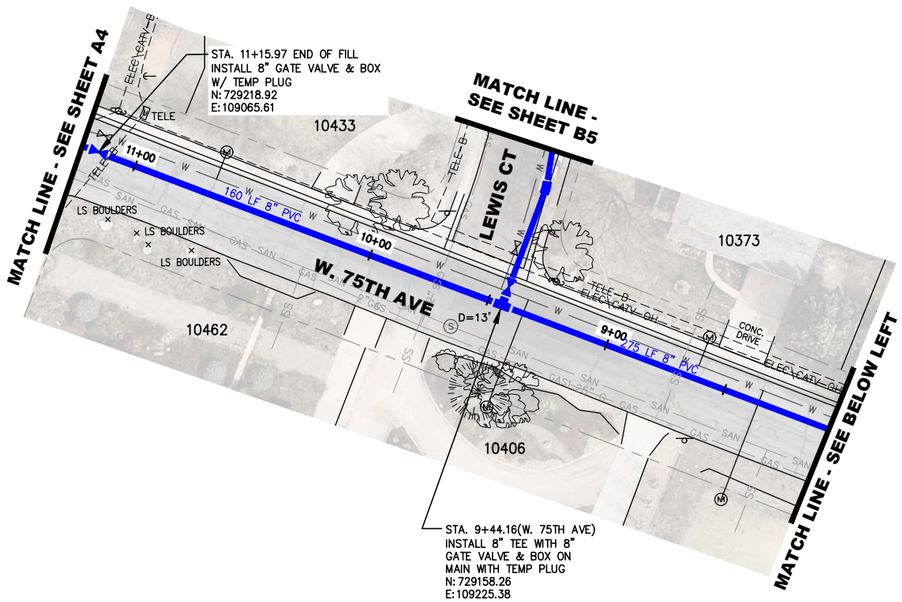
CITY OF ARVADA

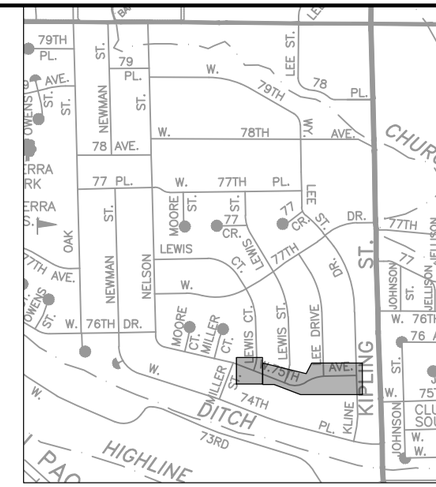
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
7600 KLINE DR. TO W. 77TH DR.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

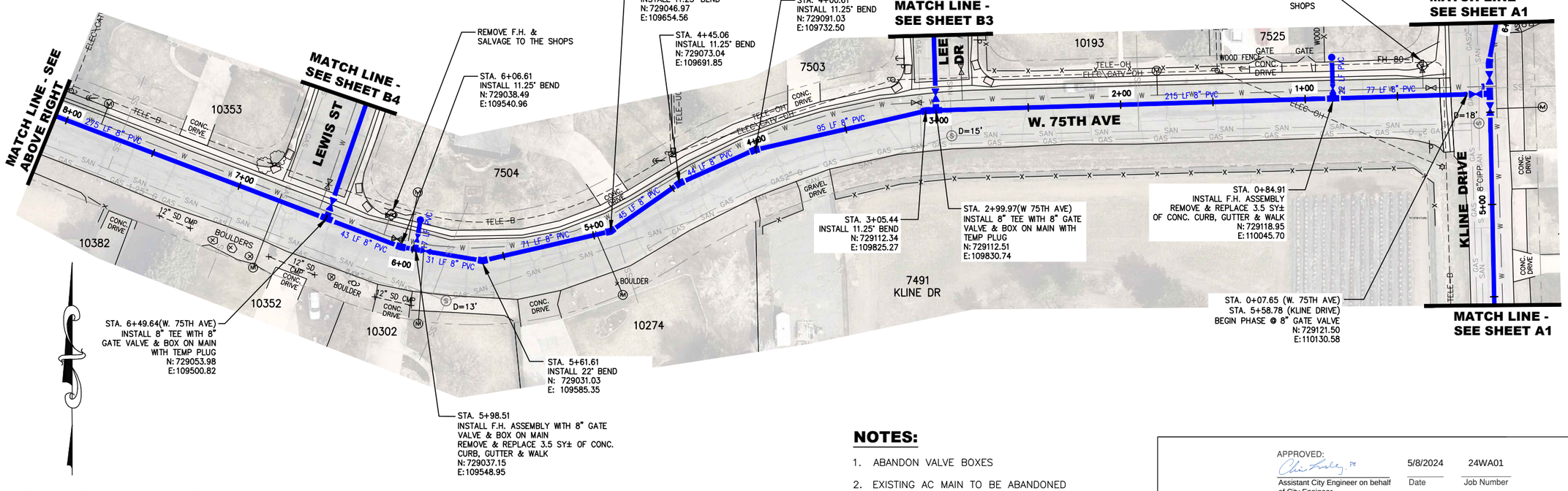
SHT **A2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase A\2024 H2O Main Phase A.dwg , Plot Date: 5/2/2024





KEY MAP *(Not To Scale)*



NOTES:

1. ABANDON VALVE BOXES
2. EXISTING AC MAIN TO BE ABANDONED

APPROVED:

Assistant City Engineer on behalf of City Engineer	5/8/2024	24WA01
	Date	Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

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Engineering Division
8101 Ralston Road
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Phone 720-898-7640

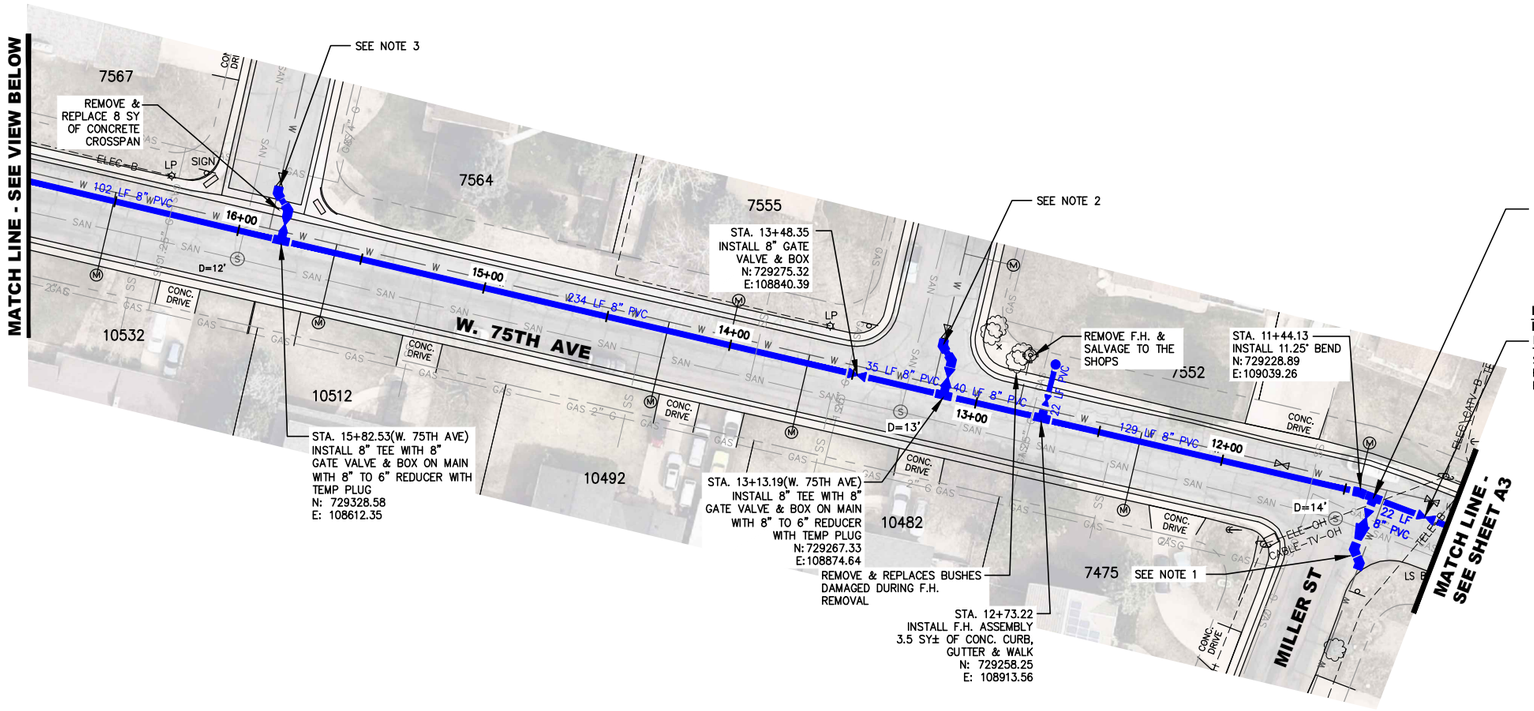
CITY OF ARVADA

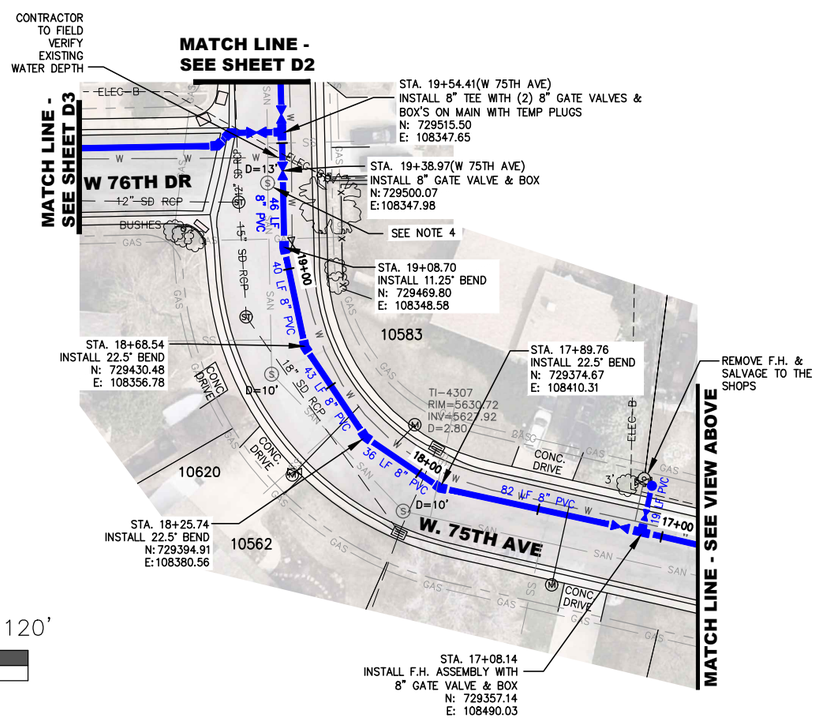
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 75TH AVE FROM KLINE DR. TO LEWIS CT.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **A3**

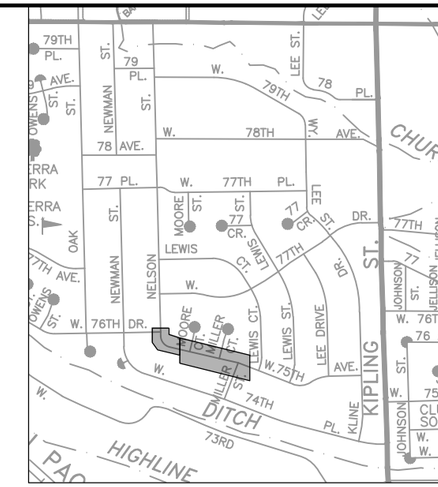
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase A\2024 H2O Main Phase A.dwg , Plot Date: 5/2/2024





0' 30' 60' 120'

SCALE: 1"=60'



KEY MAP (Not To Scale)

NOTES:

1. STA. 11+38.06 (W. 75TH AVE AT MILLER ST.) AFTER NEW MAIN IS PLACED IN SERVICE , REMOVE TEMP PLUG ON SOUTH SIDE OF VALVE AND CONNECT TO EXISTING WATER MAIN TO SOUTH WITH 2–45 DEG BENDS AND APPROX. 27 LF OF 6" PVC MAIN.
2. STA. 13+13.19 (W. 75TH AVE AT MILLER CT.) AFTER NEW MAIN IS PLACED IN SERVICE , REMOVE TEMP PLUG ON NORTH SIDE OF TEE AND CONNECT TO EXISTING WATER MAIN TO NORTH WITH 2–45 DEG BENDS AND APPROX. 20 LF OF 6" PVC MAIN.
3. STA. 15+82.53 (W. 75TH AVE AT MOORE CT.) AFTER NEW MAIN IS PLACED IN SERVICE , REMOVE TEMP PLUG ON NORTH SIDE OF TEE AND CONNECT TO EXISTING WATER MAIN TO NORTH WITH 2–45 DEG BENDS AND APPROX. 20 LF OF 6" PVC MAIN.
4. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
5. ABANDON VALVE BOXES
6. EXISTING AC MAIN TO BE ABANDONED

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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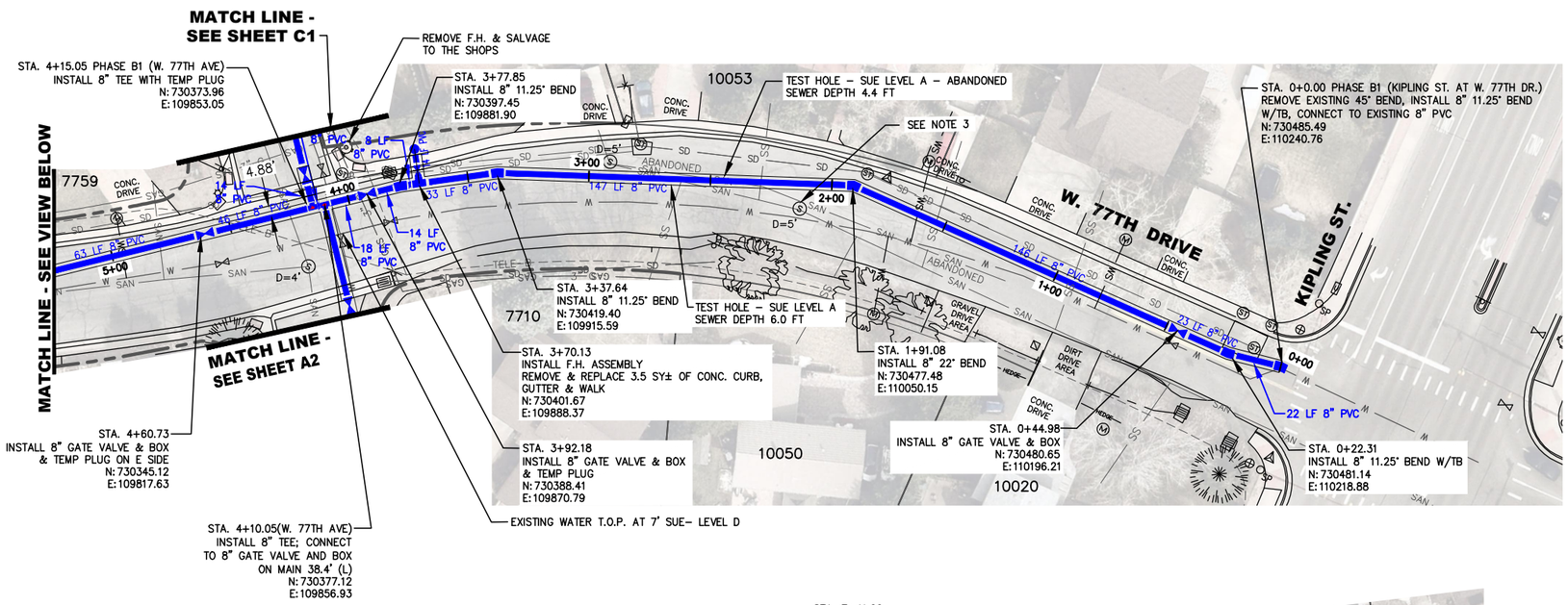
CITY OF ARVADA

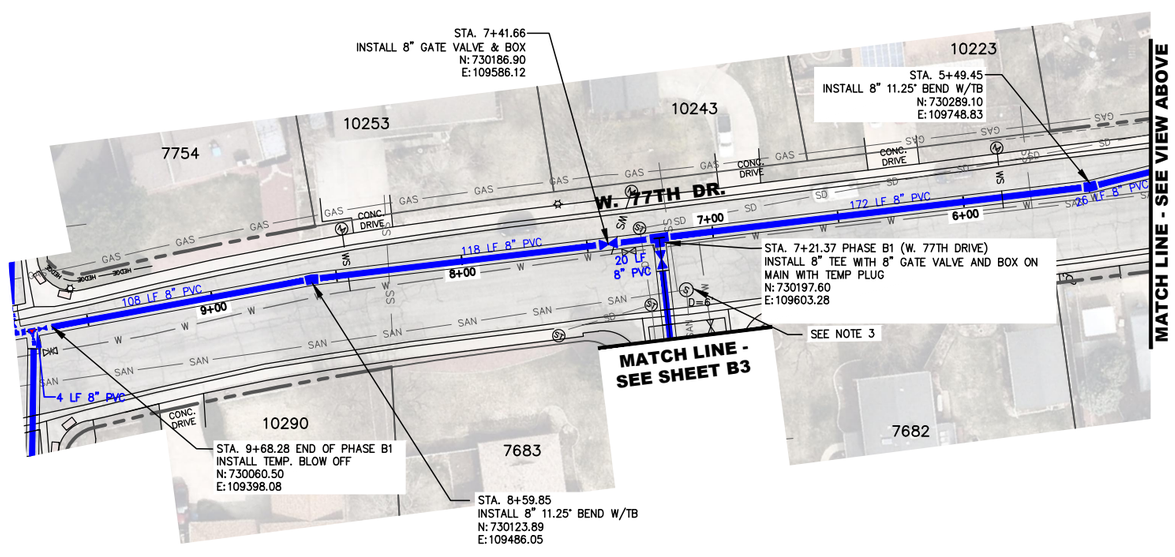
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 75TH AVE FROM MILLER ST. TO W. 76TH DR.
MILLER ST. FROM W 75TH AVE TO W. 74TH PL.

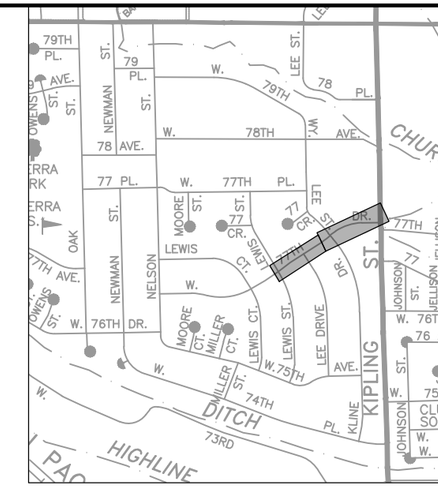
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **A4**

G:\PROJECTS\WATER\24WA01–Water Main Replacement\CAD\Phase A\2024 H20 Main Phase A.dwg , Plot Date: 5/3/2024







KEY MAP (Not To Scale)

NOTES:

1. STA. 0+44.98 FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE B1 PRESSURE TEST
2. STA 9+68.28 (W. 77TH DR. AT LEWIS ST.) REMOVE TEMP. BLOWOFF TO W, CONNECT TO 8" TEE AT STA. 9+72.58 BEGIN PHASE B2
3. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
4. ABANDON VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 — Date

24WA01 — Job Number

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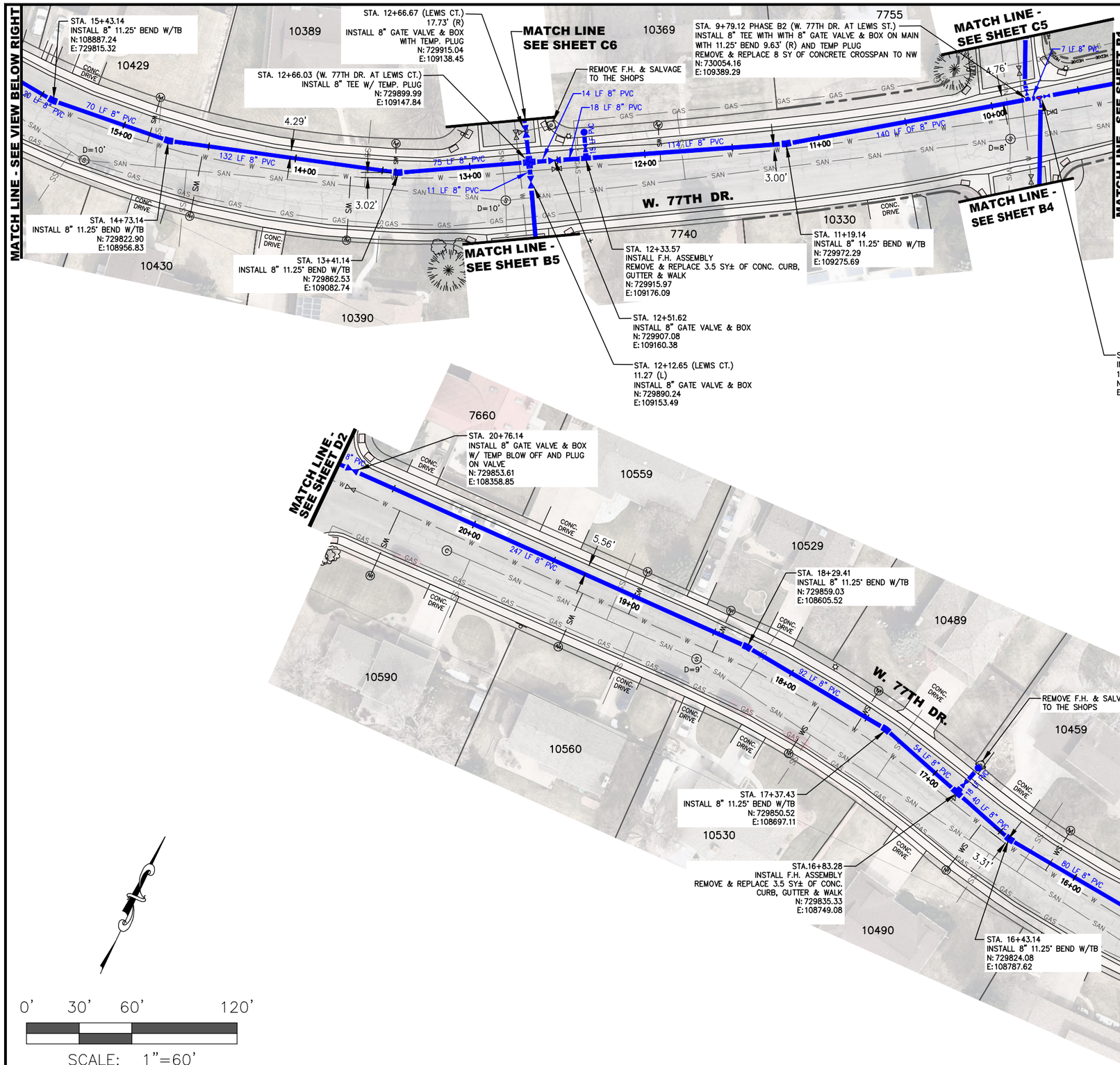
CITY OF ARVADA

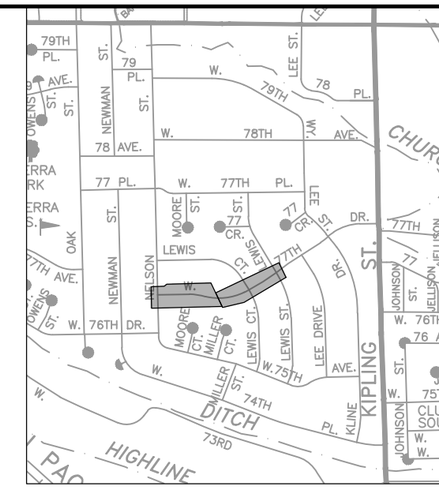
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH DR.
KIPLING ST. TO LEWIS ST.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **B1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H20 Main Phase B.dwg , Plot Date: 5/3/2024





KEY MAP (Not To Scale)

NOTES:

1. STA. 9+68.22 FILL NEW WATER MAIN FROM 8" VALVE AT THIS LOCATION FOR PHASE B2 PRESSURE TEST
2. STA. 20+76.14 (NELSON ST. AT W. 77TH DR.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP. PLUG AND CONNECT TO TEE TO W
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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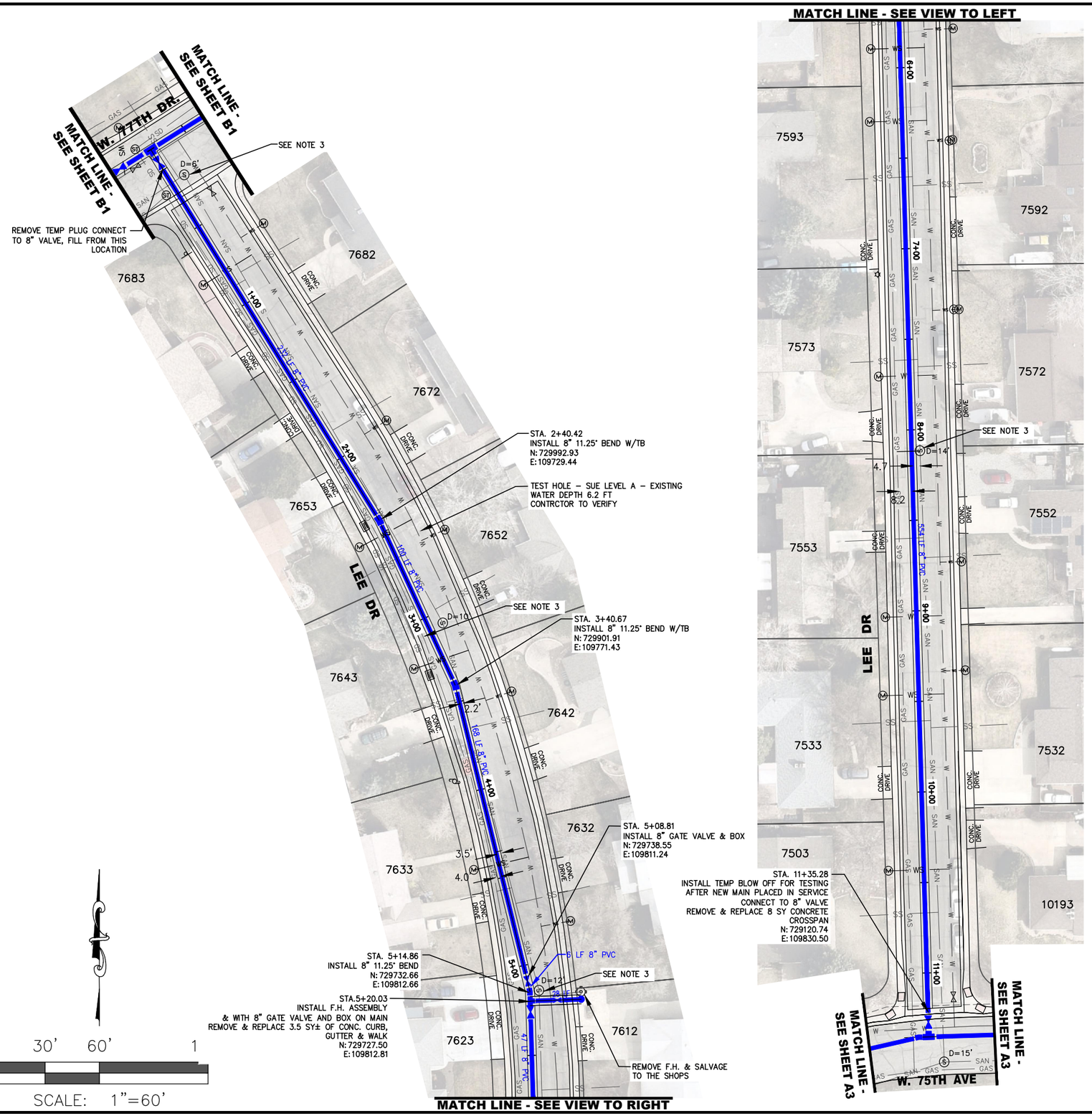
CITY OF ARVADA

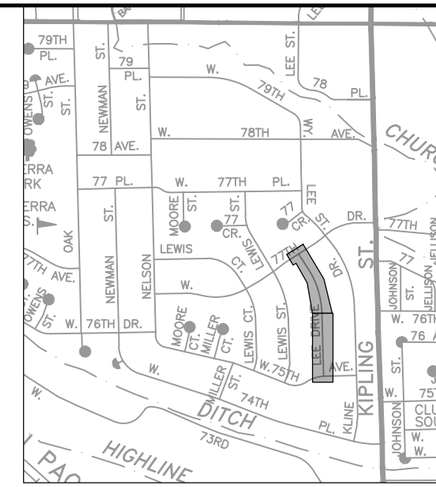
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH DR.
LEWIS ST. TO NELSON ST.

ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT **B2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H2O Main Phase B.dwg , Plot Date: 5/2/2024





KEY MAP (Not To Scale)

NOTES:

1. FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE TESTING
2. ABANDON VALVE BOXES
3. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER C.O.A ENGINEERING CODE
4. EXISTING AC MAIN TO BE ABANDONED

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEE DR.
W. 77TH DR. TO W. 75TH AVE

APPROVED:
Chris Foley, PE — Assistant City Engineer on behalf of City Engineer
Date: 5/8/2024
Job Number: 24WA01

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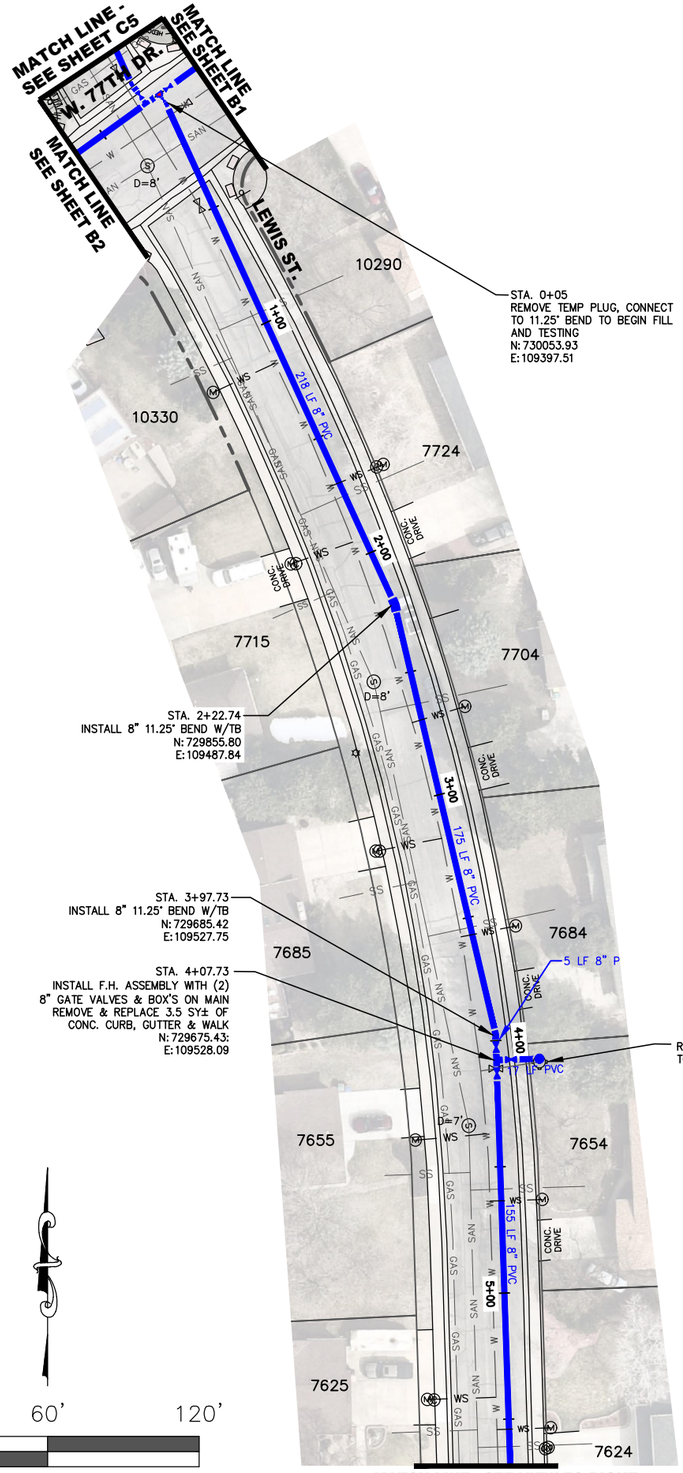
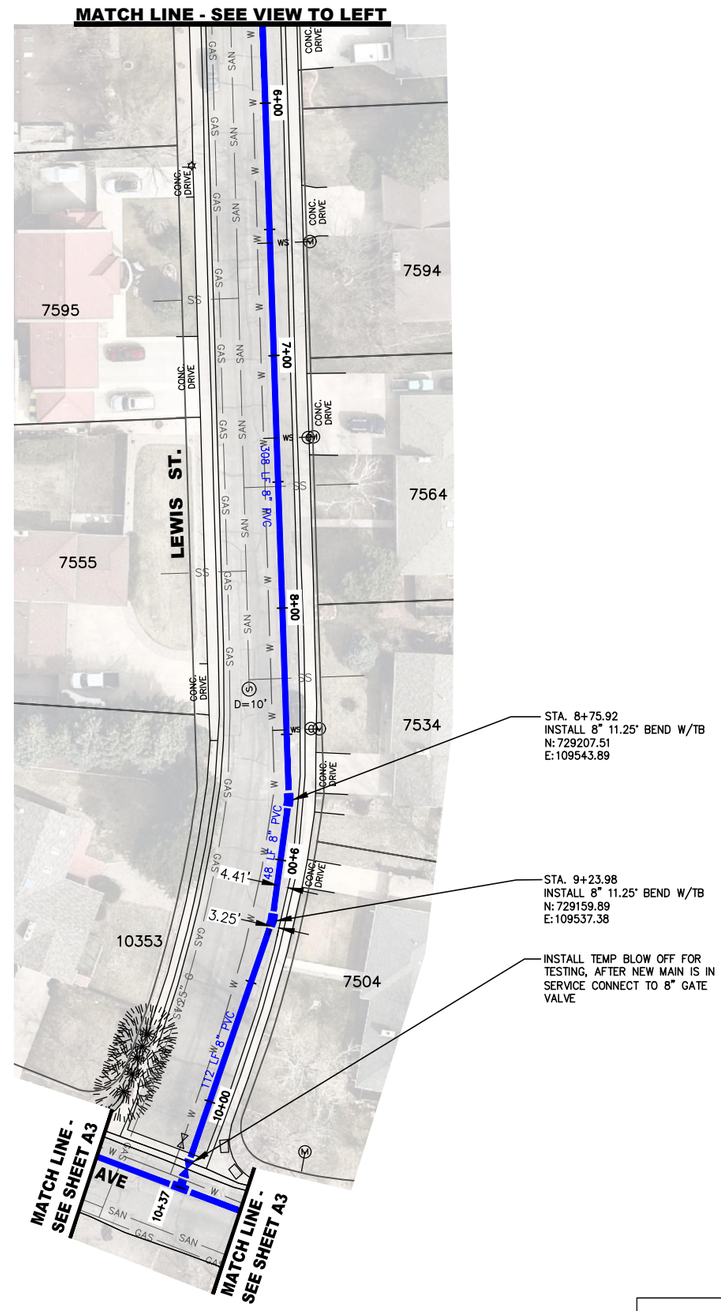
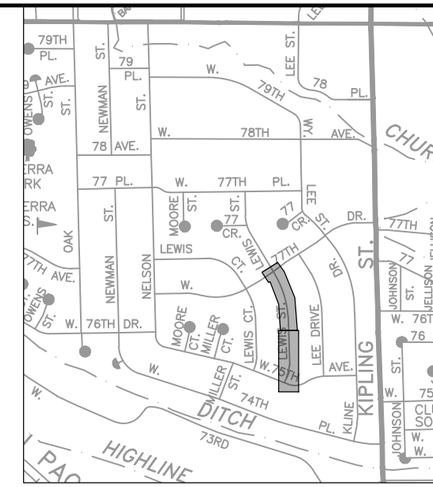
ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT B3

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H20 Main Phase B.dwg , Plot Date: 5/3/2024







KEY MAP *(Not To Scale)*

NOTES:

1. FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE TESTING
2. ABANDON VALVE BOXES

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Engineering Division
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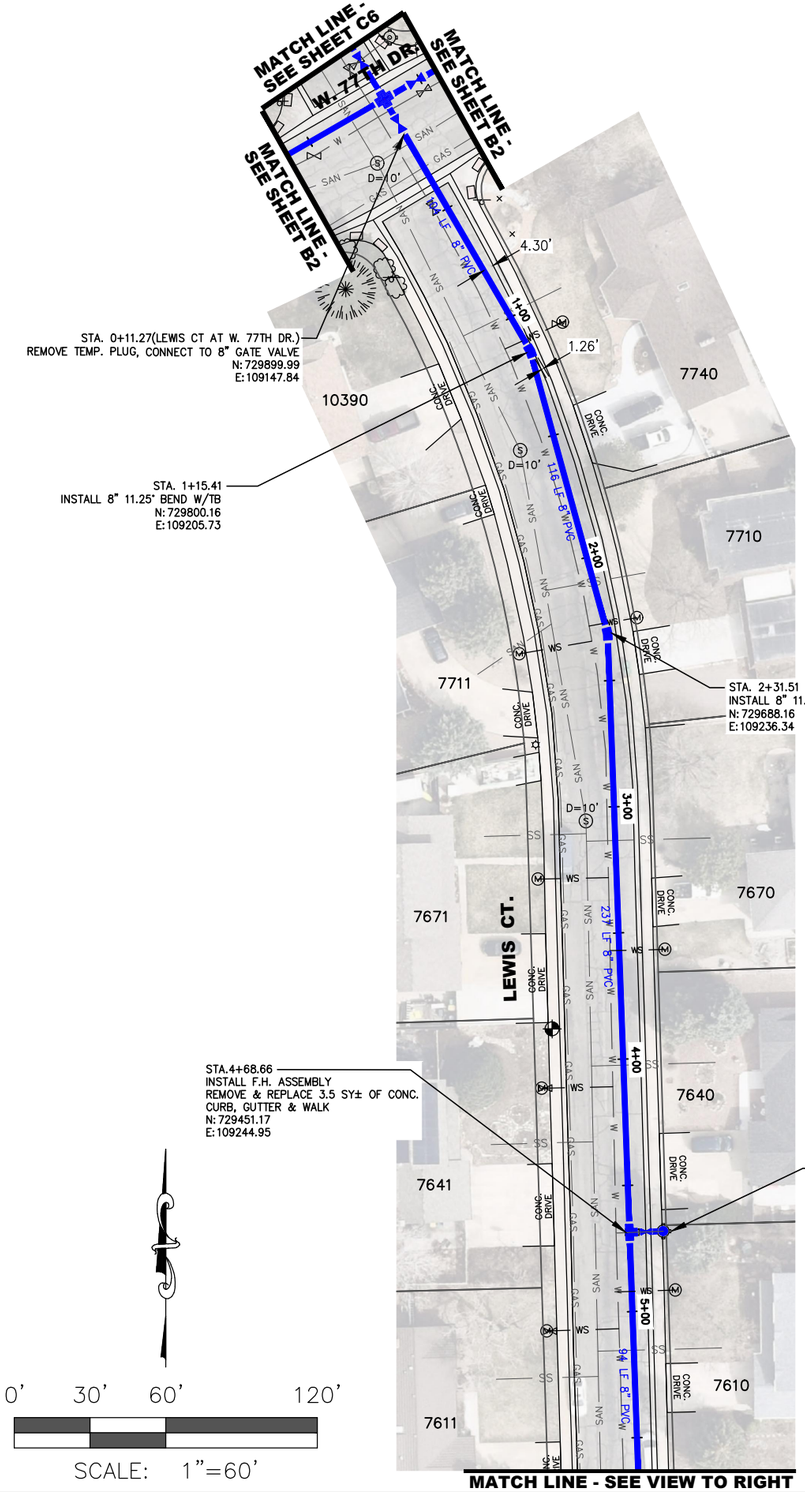
CITY OF ARVADA

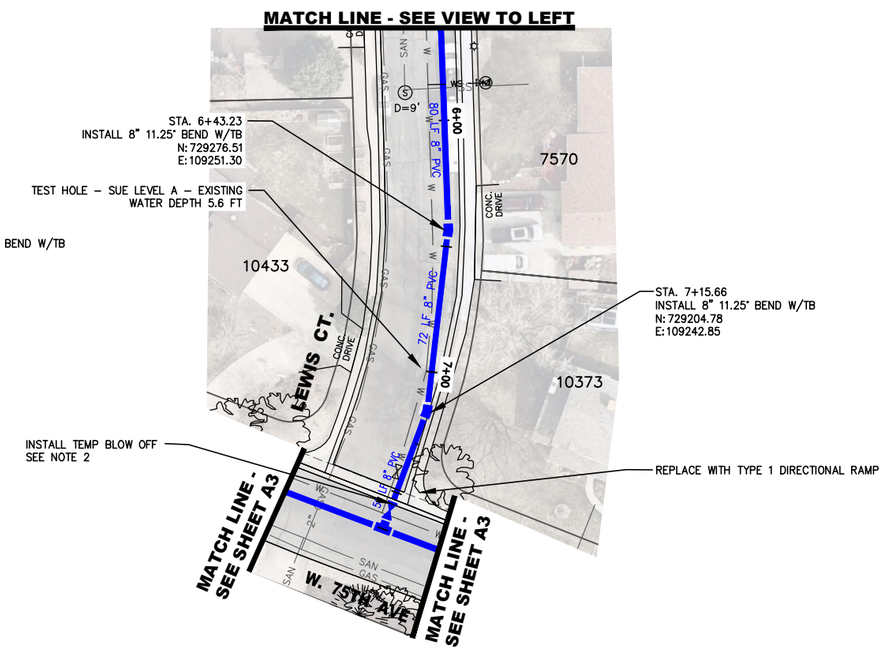
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS ST.
W. 77TH DR. TO W. 75TH AVE

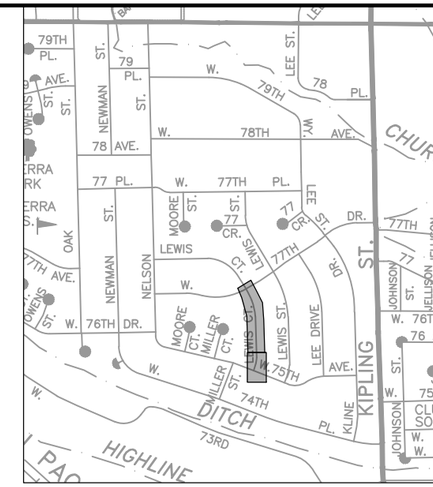
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **B4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H2O Main Phase B.dwg , Plot Date: 5/2/2024







KEY MAP (Not To Scale)

NOTES:

1. STA. 0+11.27 FILL NEW WATER MAIN FROM THIS LOCATION FOR TESTING
2. STA. 7+57.65 (LEWIS CT.) NORTH OF VALVE INSTALL TEMP. BLOW OFF TO TEST CONNECT 8" VALVE.
3. ABANDON VALVE BOXES

0' 30' 60' 120'

SCALE: 1"=60'

NO.	REVISION	DATE	BY
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Engineering Division
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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS CT.
W. 77TH DR. TO W. 75TH AVE

APPROVED:
Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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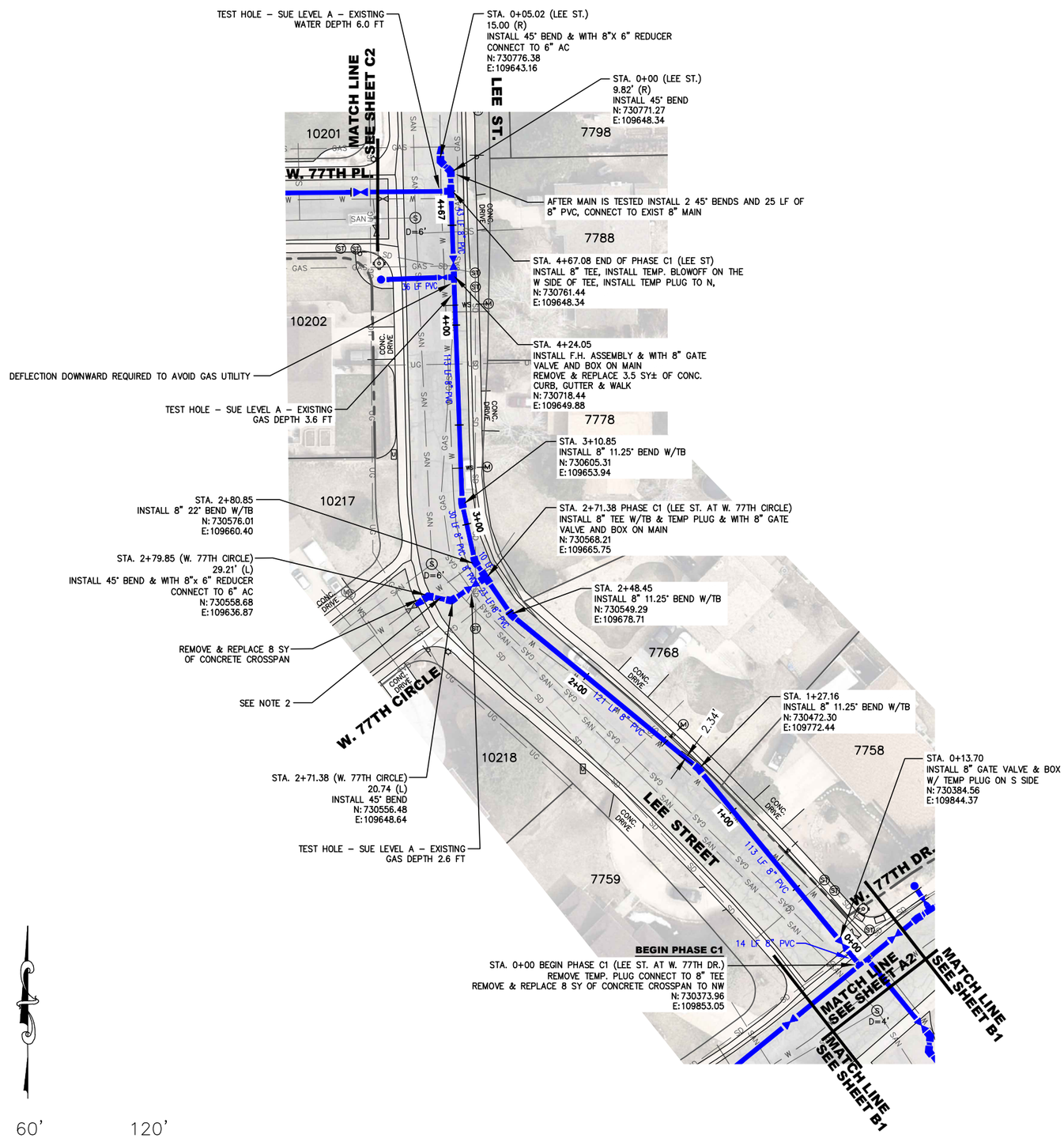
ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT **B5**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H2O Main Phase B.dwg , Plot Date: 5/2/2024



KEY MAP *(Not To Scale)*

NOTES:

1. STA. 0+13.70 FILL NEW WATER MAIN FROM 8" GATE VALVE FOR PHASE C1 PRESSURE TEST
2. STA. 2+71.38 (LEWIS ST. AT W. 77TH ST.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP PLUG ON SW SIDE OF TEE CONNECT TO 8" PVC MAIN TO SW WITH APPROX. 32 LF OF 8" PVC, 2 45° BEND INSTALL 8" GATE VALVE ON SW SIDE OF SWIVEL TEE
3. STA 4+67.08 (LEE ST. AT W. 77TH PL.) REMOVE TEMP. BLOWOFF TO SOUTH CONNET TO 8" TEE BEGIN PHASE 2
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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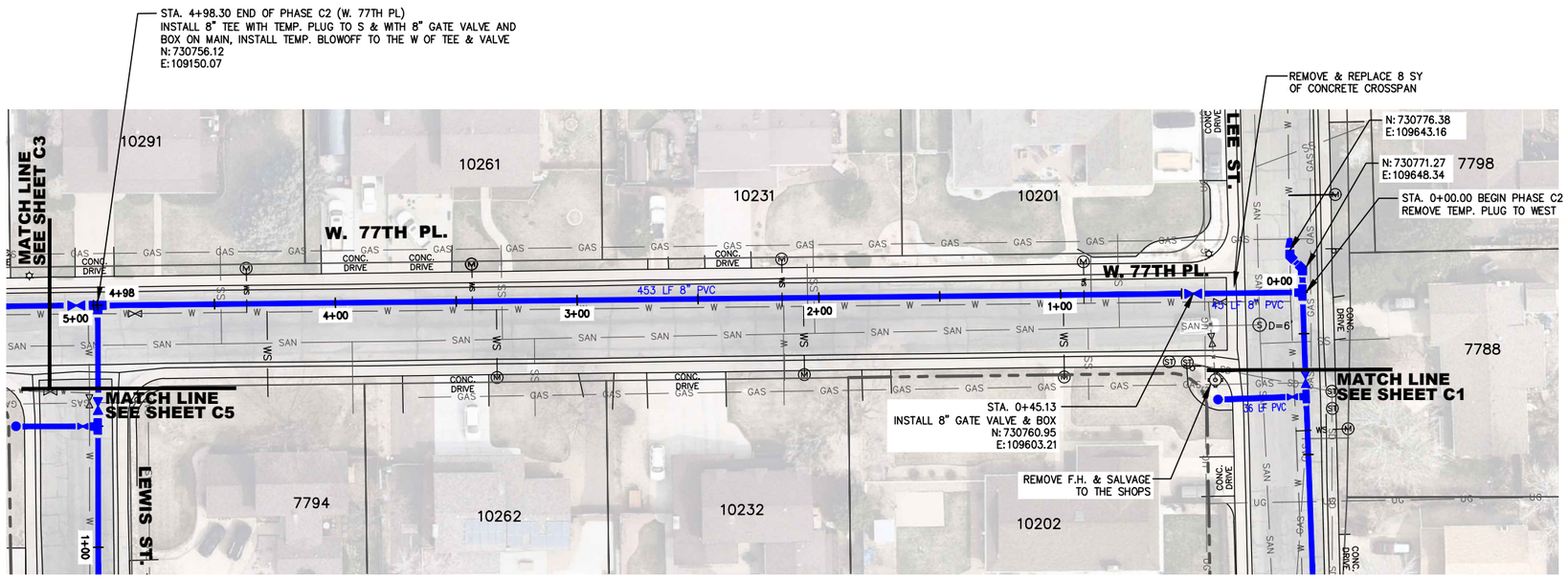
CITY OF ARVADA

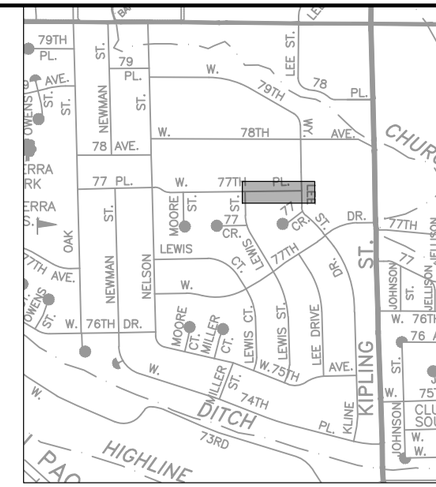
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEE ST.
FROM W. 77TH DR. TO W. 77TH PL.
W. 77TH CIRCLE CUL-DE-SAC

ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT **C1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H20 Main Phase C.dwg , Plot Date: 5/3/2024





KEY MAP *(Not To Scale)*

NOTES:

1. STA. 0+45.13 FILL NEW WATER MAIN FROM 8" VALVE FOR PHASE C2 PRESSURE TEST
2. STA. 4+98.30 FILL C2 (W. 77TH PL. AT LEWIS ST.) REMOVE TEMP. BLOWOFF, CONNECT TO 8" TEE BEGIN PHASE 3
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Engineering Division
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Phone 720-898-7640

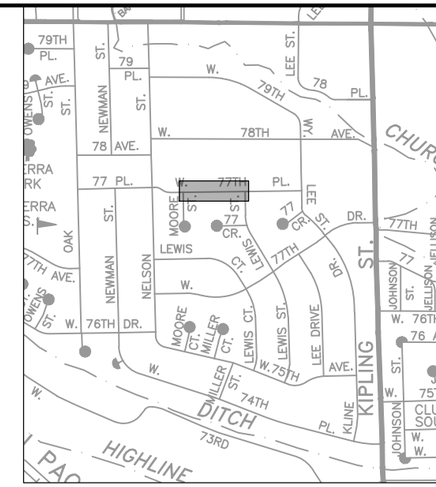
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
FROM LEE ST. TO LEWIS ST.

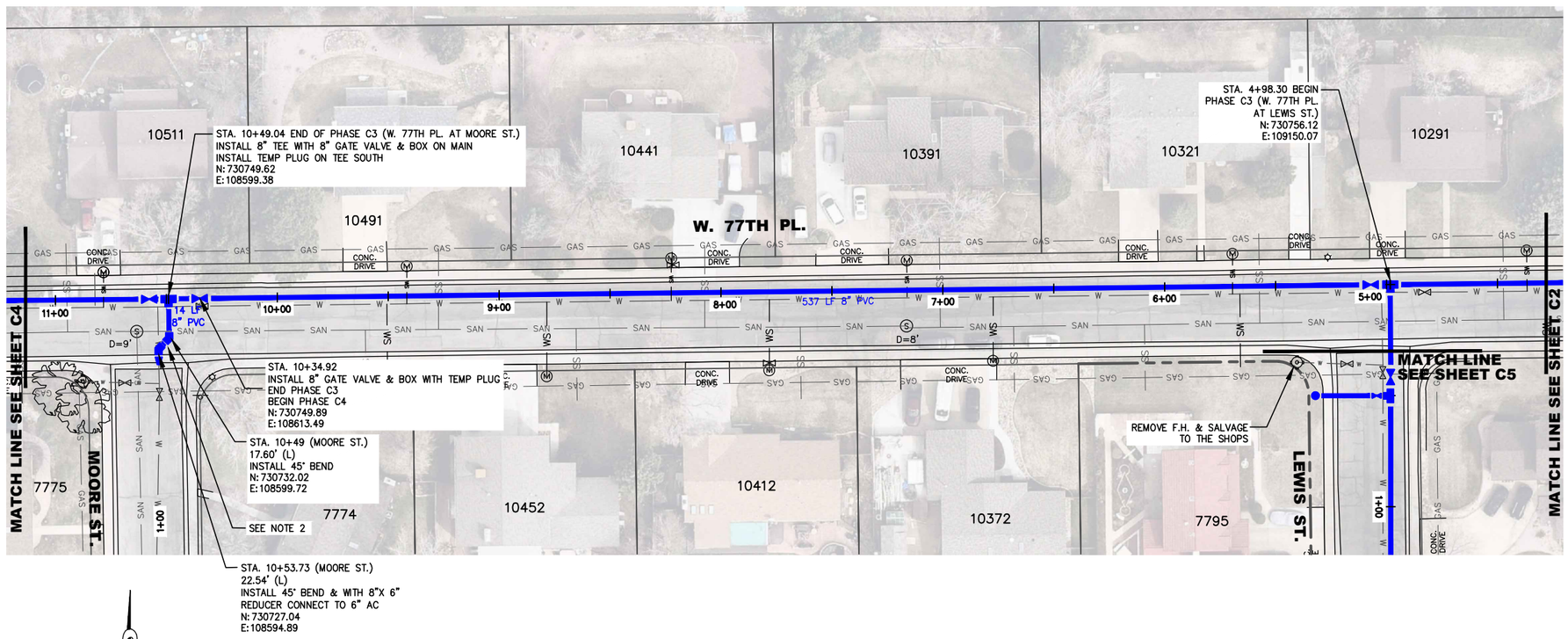
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **C2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H20 Main Phase C.dwg , Plot Date: 5/3/2024



KEY MAP (Not To Scale)



NOTES:

1. STA. 4+98.30, FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE C3 PRESSURE TEST
2. STA. 10+49.04 (W. 77TH PL. AT MOORE ST.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP PLUG ON S SIDE OF TEE CONNECT TO 8" PVC MAIN TO SW WITH APPROX. 25 LF OF 8" PVC AND 2 45° BENDS
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

NO.	REVISION	DATE	BY
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Engineering Division
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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
FROM LEWIS ST. TO MOORE ST.

APPROVED:

Assistant City Engineer on behalf of City Engineer	Date	Job Number
	5/8/2024	24WA01

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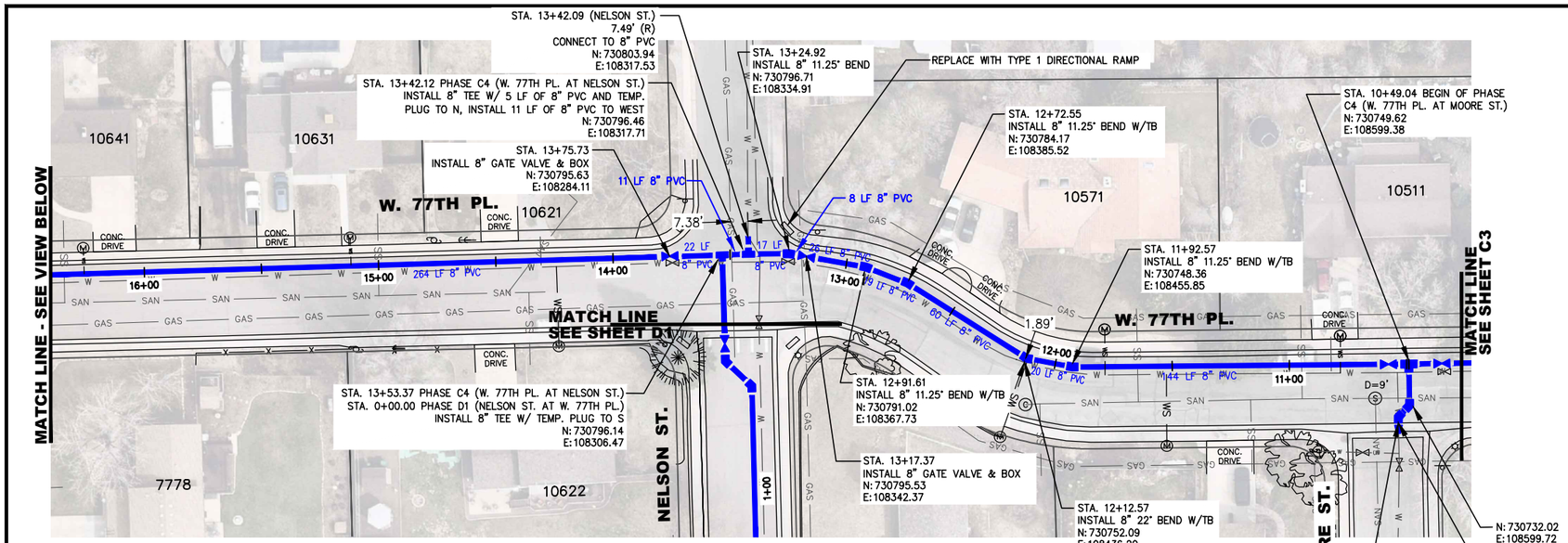
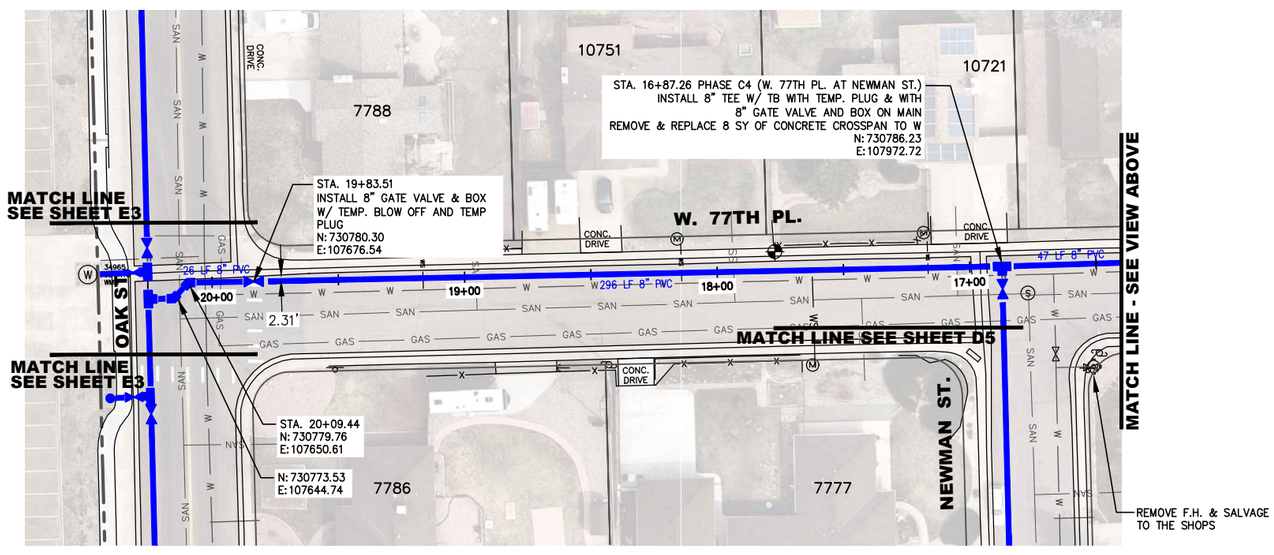
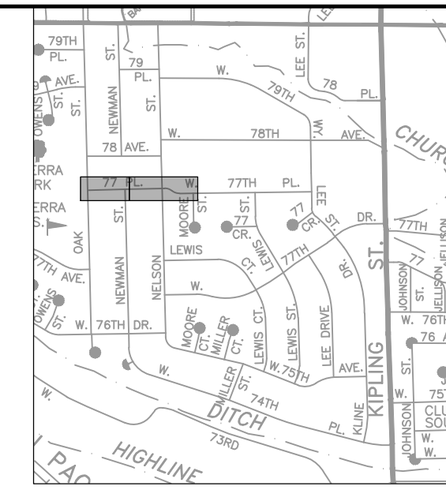
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **C3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H2O Main Phase C.dwg , Plot Date: 5/2/2024







KEY MAP *(Not To Scale)*

NOTES:

1. STA. 10+49.04 FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE C4 PRESSURE TEST
2. STA 13+42.12 (W. 77TH PL. AT NELSON ST.) REMOVE TEMP. PLUG TO NORTH, REMOVE EXIST 45° BEND ON EXIST. 8" MAIN TO N, CONNECT TO EXIST 8" PVC MAIN TO N WITH 5 LF OF 8" PVC
2. STA. 10+49.04 (W. 77TH PL. AT MOORE ST.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP PLUG ON S SIDE OF TEE CONNECT TO 8" PVC MAIN TO SW WITH APPROX. 25 LF OF 8" PVC AND 2 45° BENDS
3. STA. 20+09.44 (W. 77TH PL. AT OAK ST.) REMOVE TEMP. BLOWOFF TO EAST OF 45 DEGREE BEND CONNECT TO 8" 45 DEGREE BEND
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

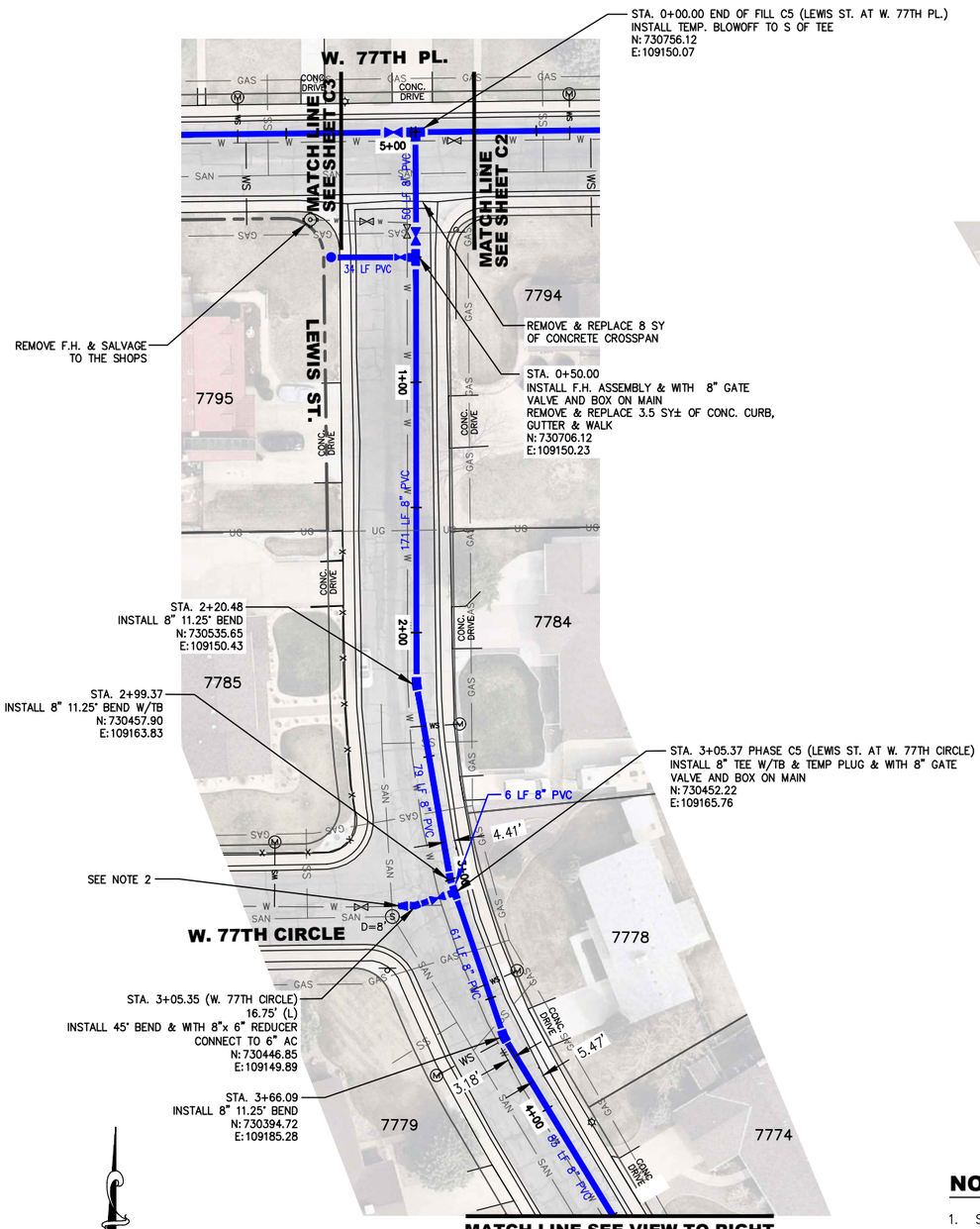
CITY OF ARVADA

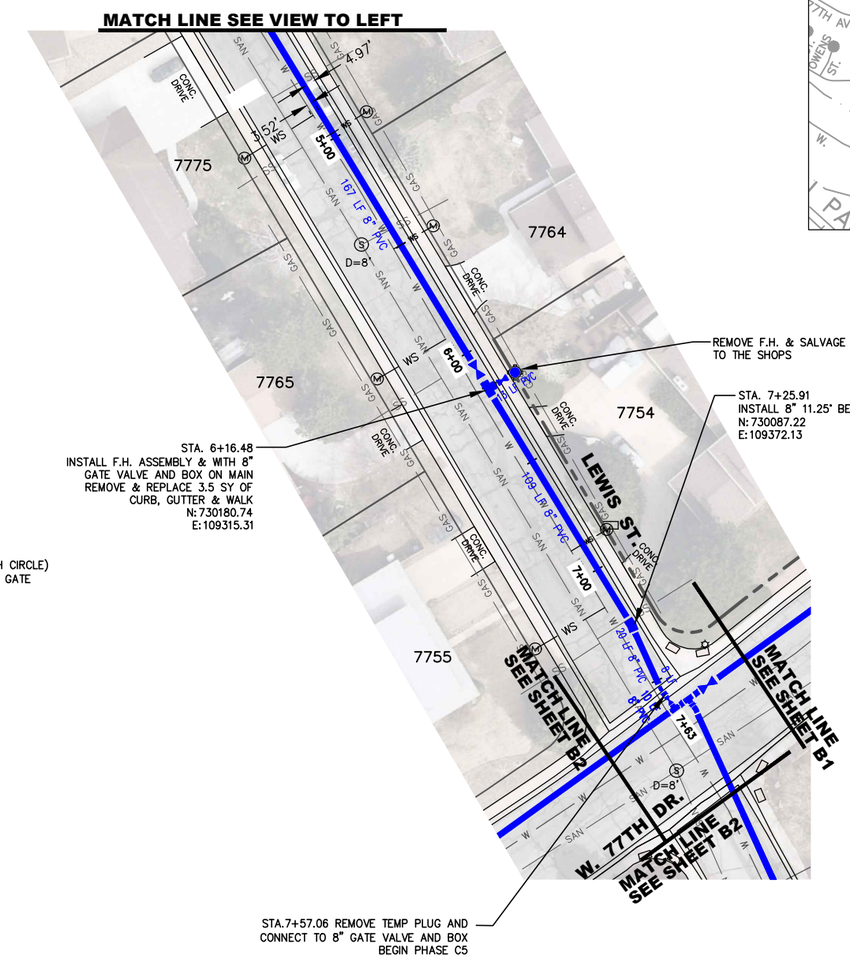
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
MOORE ST. TO OAK ST.

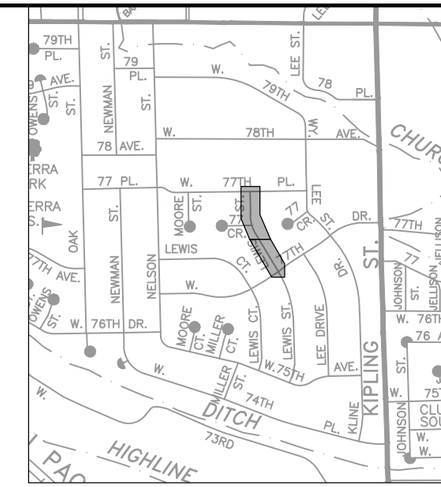
ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT **C4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H2O Main Phase C.dwg , Plot Date: 5/3/2024







KEY MAP (Not To Scale)

0' 30' 60' 120'

SCALE: 1"=60'

NOTES:

1. STA. 7+63.29 (LEWIS ST. AT W. 77TH DR.) FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE C5 PRESSURE TEST
2. STA. 3+05.37 (LEWIS ST. AT W. 77TH ST.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP PLUG ON 8" GATE VALVE & BOX, CONNECT TO 6" PVC MAIN WITH 22.5° BEND AND 8" x 6" REDUCER WITH APPROX. 17' OF 6" PVC
3. STA. 0+00 END OF FILL C5 (LEWIS ST. AT W. 77TH PL.) REMOVE TEMP. BLOWOFF, CONNECT TO 8" TEE
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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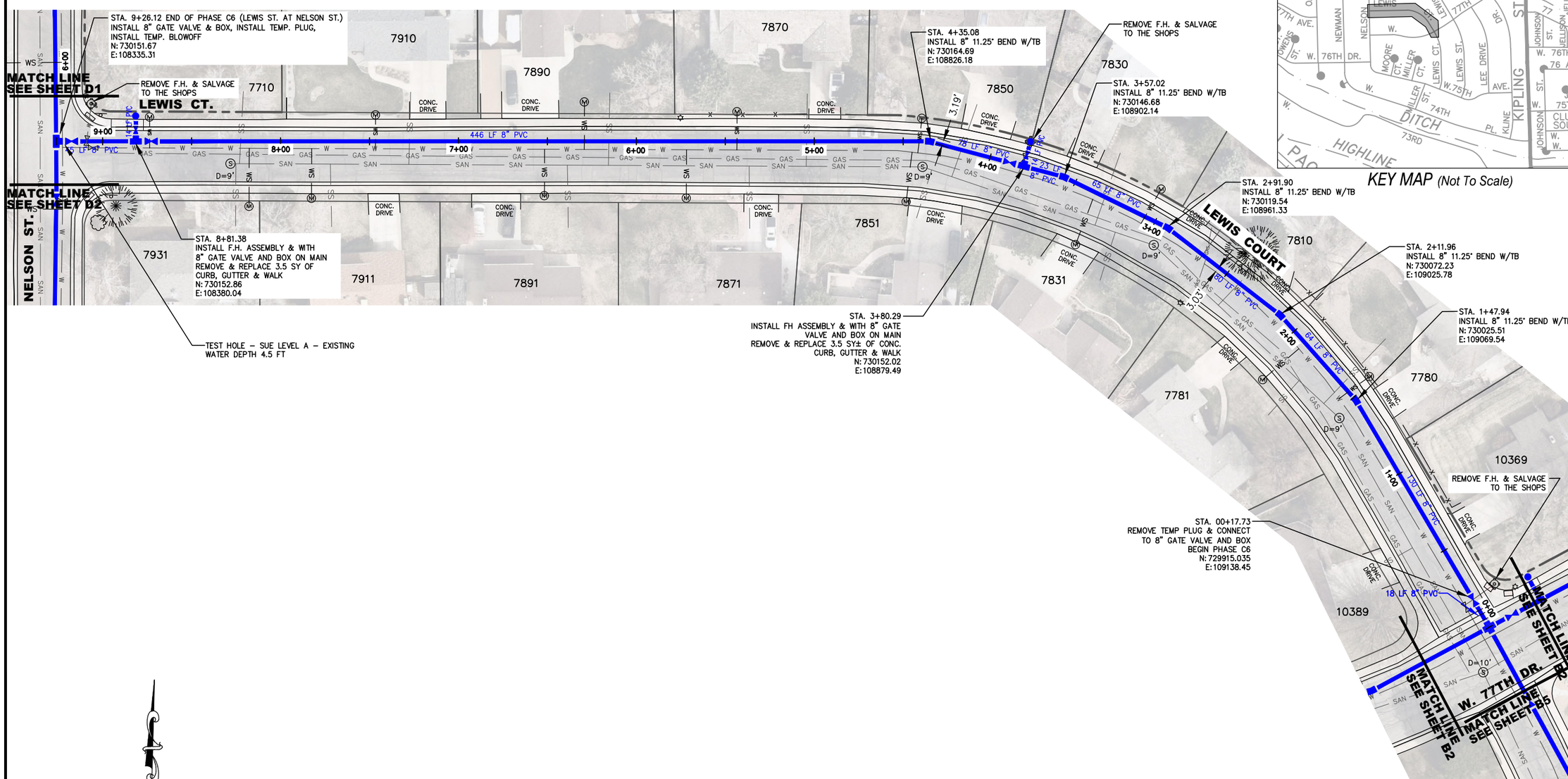
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS ST.
FROM W. 77TH PL. TO W. 77TH DR.

ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT C5

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H2O Main Phase C.dwg , Plot Date: 5/3/2024



NOTES:

1. STA. 00+17.73 FILL NEW WATER MAIN FROM 8" VALVE FOR PHASE C6 PRESSURE TEST
2. STA 9+26.12 (LEWIS CT. AT NELSON ST.) REMOVE TEMP. BLOWOFF CONNECT TO 8" TEE
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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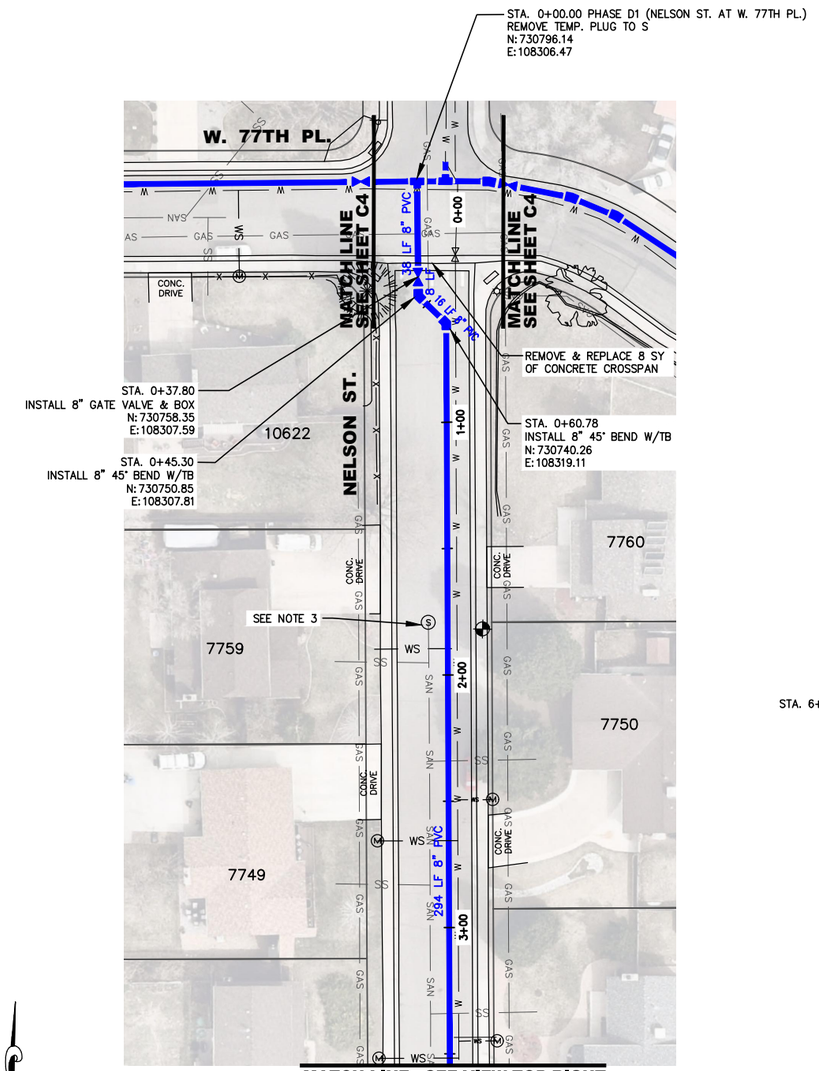
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
LEWIS CT.
FROM NELSON ST. TO W. 77TH DR.

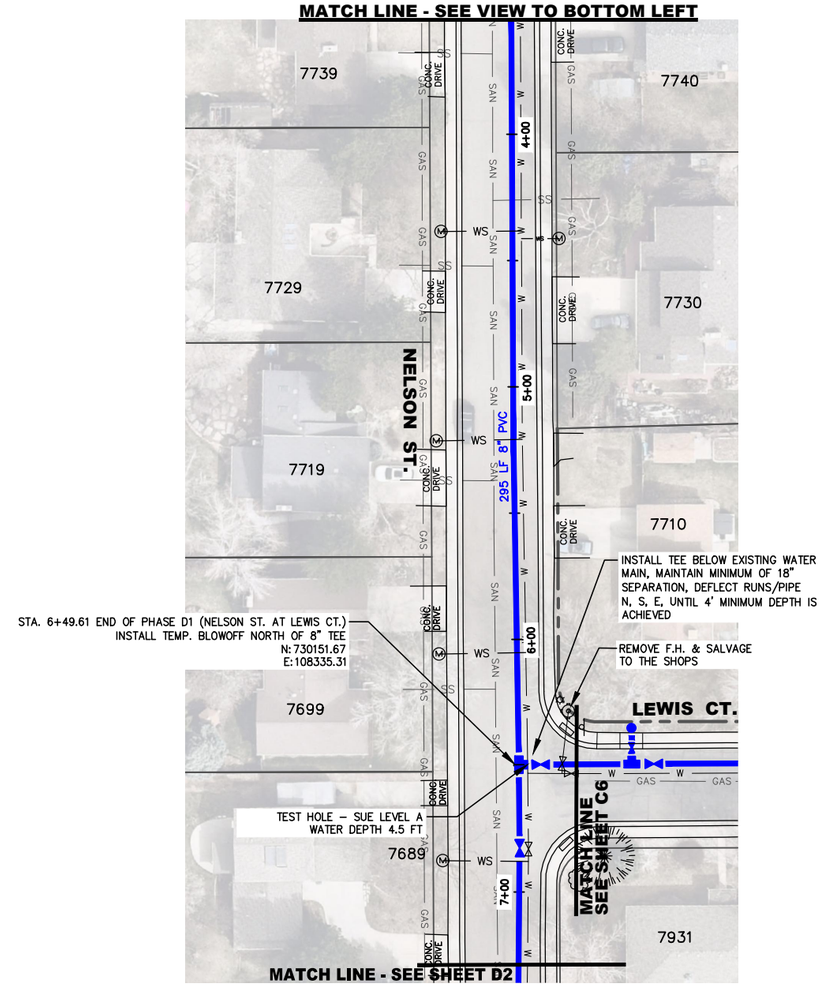
ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

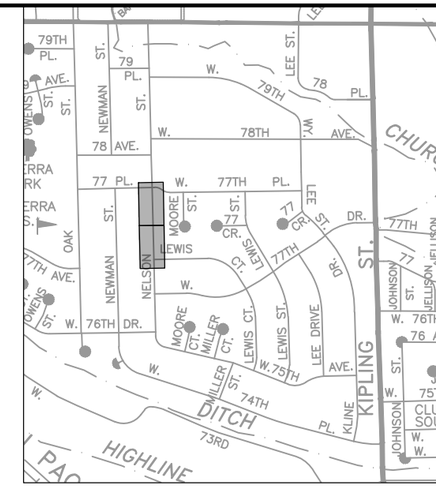
SHT **C6**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H2O Main Phase C.dwg , Plot Date: 5/3/2024



MATCH LINE - SEE VIEW TOP RIGHT





KEY MAP (Not To Scale)

NOTES:

1. STA. 0+37.80 FILL WATER MAIN FROM THIS LOCATION FOR PHASE D1 PRESSURE TEST
2. STA. 6+49.61 END OF PHASE D1 (NELSON ST. AT LEWIS CT.) REMOVE TEMP. BLOWOFF CONNECT TO 8" TEE
3. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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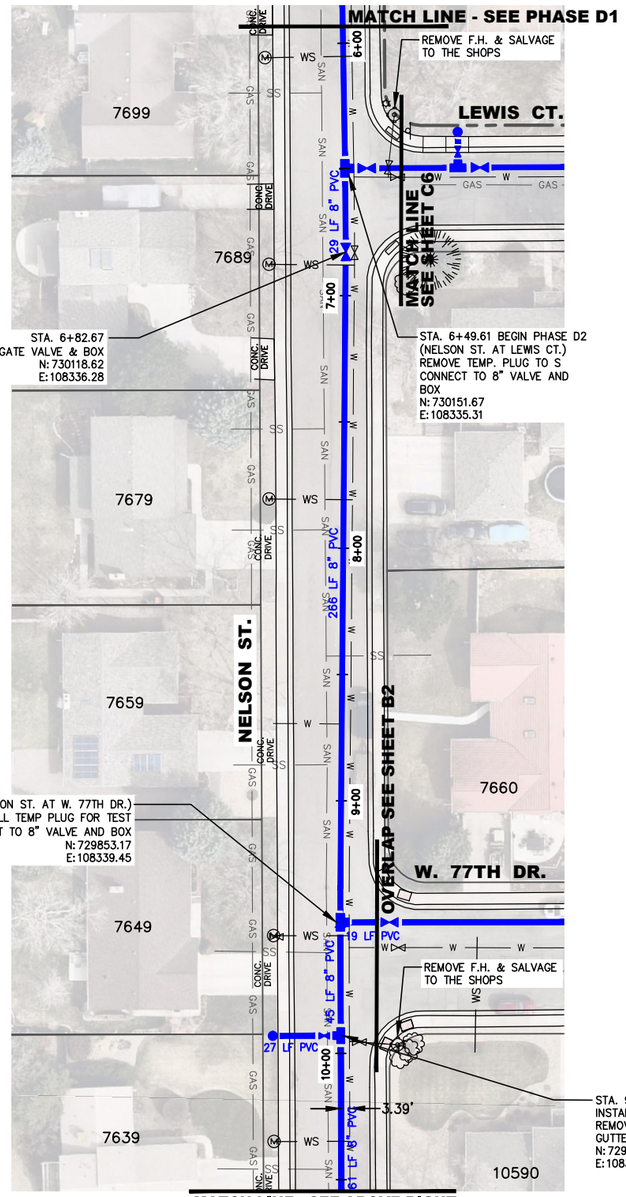
CITY OF ARVADA

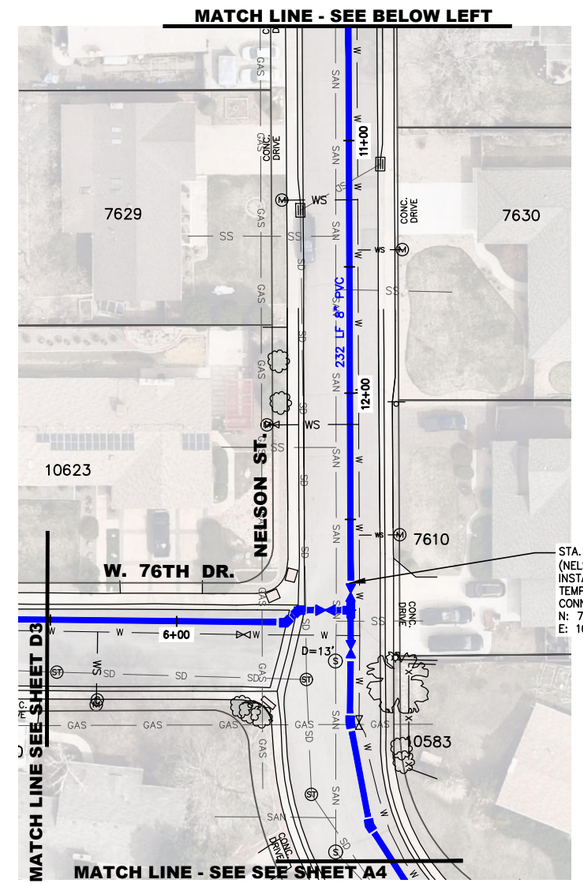
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NELSON ST.
W. 77TH PL. TO LEWIS CT.

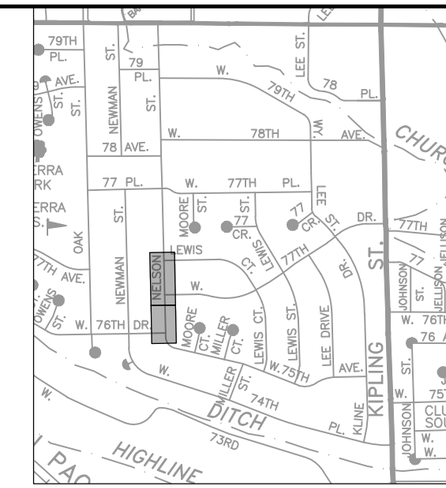
ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

SHT **D1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase D\2024 H2O Main Phase D.dwg , Plot Date: 5/3/2024







KEY MAP *(Not To Scale)*

NOTES:

1. STA. 6+49.61 FILL WATER MAIN FROM THIS LOCATION FOR PHASE D2 PRESSURE TEST
2. STA. 12+81.33 END OF PHASE D2 (NELSON ST. AT W. 76TH DR.) REMOVE TEMP. BLOWOFF TO NORTH AND CONNECT TO 8" TEE
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NELSON ST.
LEWIS CT. TO W. 77TH DR.

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	5/8/2024	24WA01
	Date	Job Number

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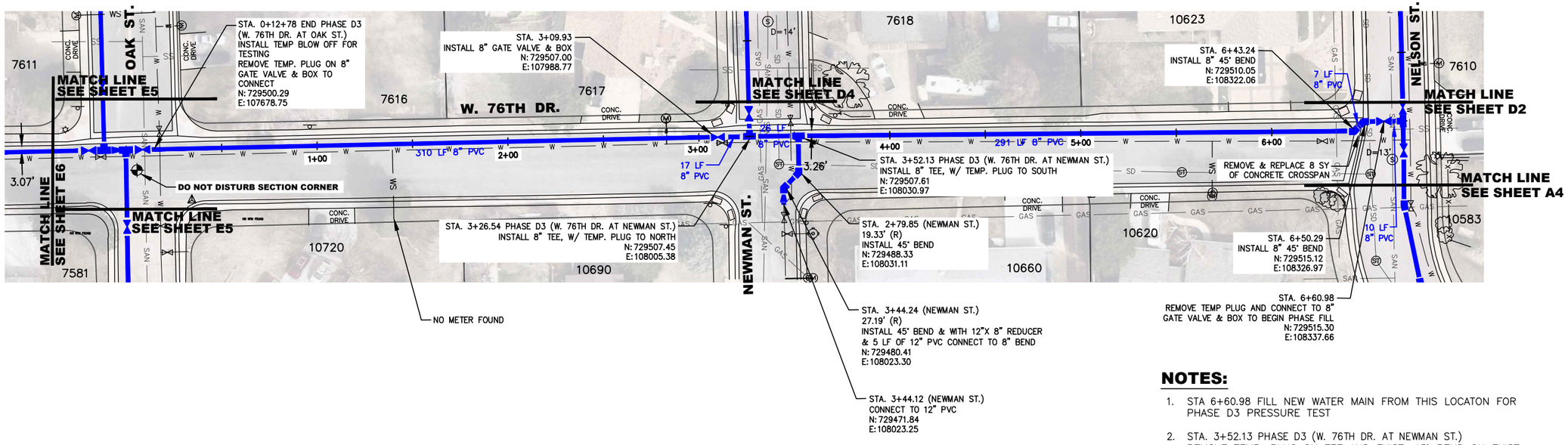
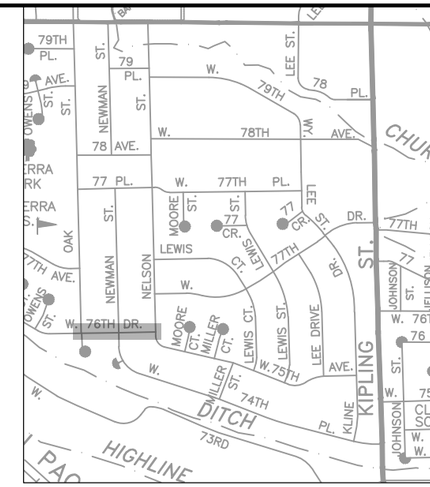
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **D2**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase D\2024 H2O Main Phase D.dwg , Plot Date: 5/2/2024





KEY MAP *(Not To Scale)*

NOTES:

1. STA 6+60.98 FILL NEW WATER MAIN FROM THIS LOCATON FOR PHASE D3 PRESSURE TEST
2. STA. 3+52.13 PHASE D3 (W. 76TH DR. AT NEWMAN ST.) REMOVE TEMP. PLUG ON TEE AND EXIST. 45° BEND ON EXIST. 8" PVC MAIN TO SOUTH CONNECT TO EXIST. 8" PVC MAIN WITH 36 LF OF 8" PVC PIPE, 5 LF 12" PVC PIPE.
3. STA. 6+70.97 PHASE D3 (W. 76TH DR. AT NELSON ST.) REMOVE TEMP. BLOWOFF TO WEST OF TEE, CONNECT TO 8" TEE
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer	5/8/2024	24WA01
	Date	Job Number

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CITY OF ARVADA

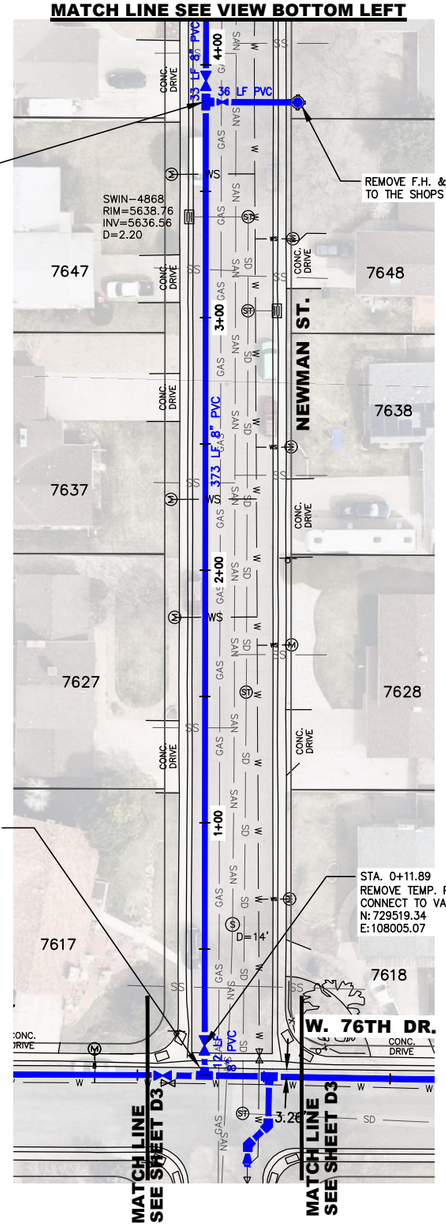
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK ST. AT 76TH DR. CUL-DE-SAC
W. 76TH DR. - OAK ST. TO NELSON ST.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **D3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase D\2024 H2O Main Phase D.dwg , Plot Date: 5/3/2024

MATCH LINE SEE VIEW BOTTOM LEFT



STA. 3+85.26
INSTALL F.H. ASSEMBLY & WITH 8" GATE VALVE AND BOX ON MAIN
REMOVE & REPLACE 3.5 SY± OF CONC. CURB, GUTTER & WALK
N: 729892.59
E: 107995.54

SWIN-4868
RIM=5638.76
INV=5636.56
D=2.20

REMOVE F.H. & SALVAGE TO THE SHOPS

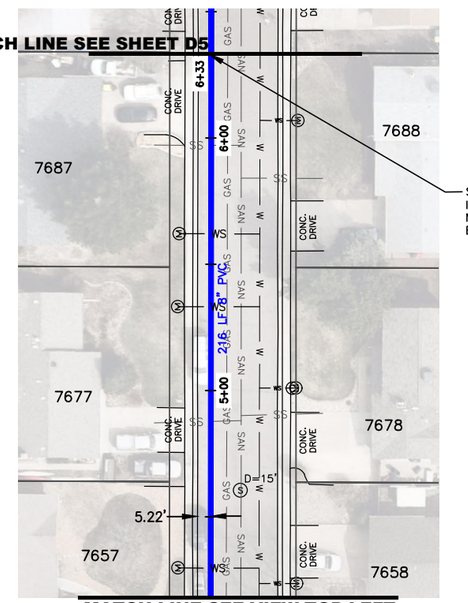
STA. 0+00.00 PHASE D4
(NEWMAN ST. AT W. 76TH DR.)
REMOVE TEMP. PLUG TO NORTH
N: 729507.45
E: 108005.38

STA. 0+11.89
REMOVE TEMP. PLUG FROM 8" VALVE, CONNECT TO VALVE
N: 729519.34
E: 108005.07

MATCH LINE SEE SHEET D3

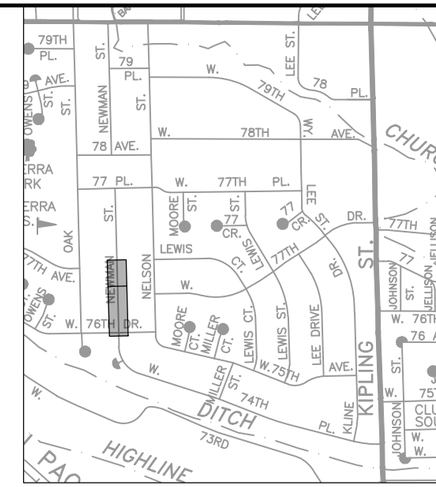
MATCH LINE SEE SHEET D3

MATCH LINE SEE SHEET D5



STA. 6+33.50 END OF PHASE D4 (NEWMAN ST.)
INSTALL TEMP. BLOWOFF
N: 730137.94
E: 107989.20

MATCH LINE SEE VIEW TOP LEFT



KEY MAP *(Not To Scale)*

NOTES:

1. STA 0+11.89 FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE D4 PRESSURE TEST
4. STA. 6+33.50 END OF PHASE D4 (NEWMAN ST.) REMOVE TEMP. BLOWOFF, BEGIN PHASE D5
5. ABANDON EXIST. VALVE BOXES
6. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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CITY OF ARVADA

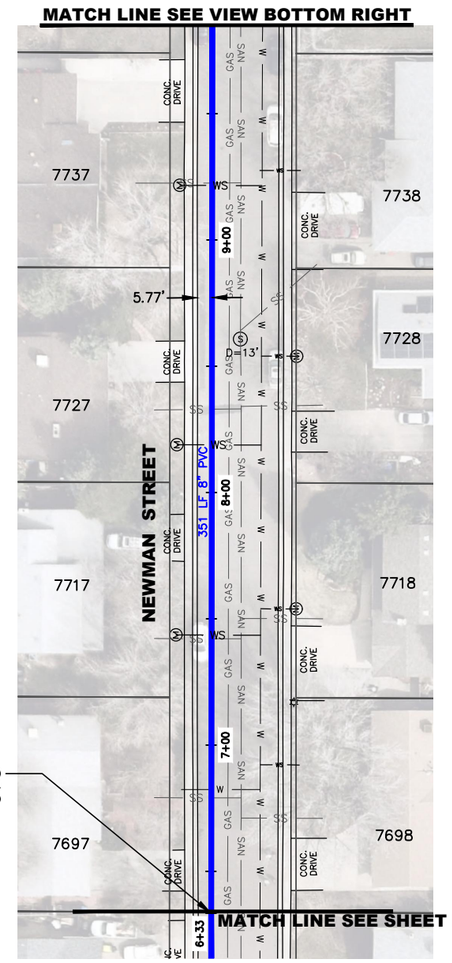
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NEWMAN ST. - W. 76TH DR. TO W. 77TH PL.

ENGINEER: JV
CHECKED BY: JDM
DESIGN BY: SAS

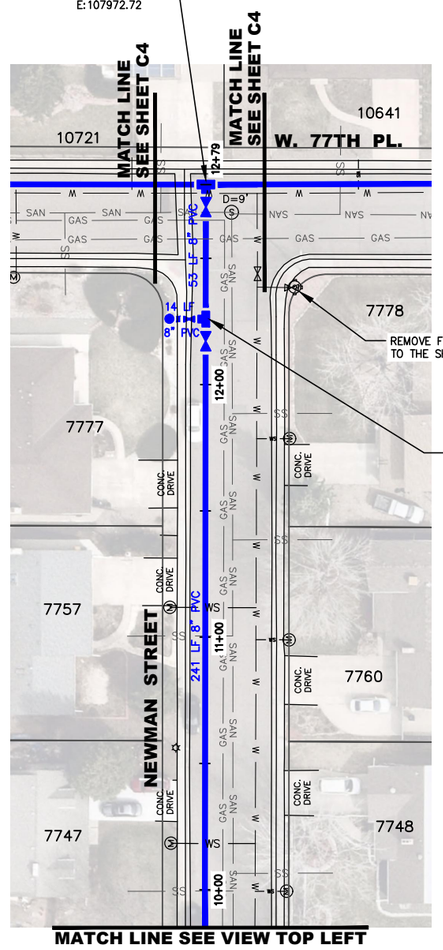
SHT **D4**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase D\2024 H2O Main Phase D.dwg , Plot Date: 5/3/2024

STA. 12+79.19 PHASE D5 (NEWMAN ST. AT W. 77TH PL.)
REMOVE TEMP PLUG FROM 8" VALVE, INSTALL TEMP BLOWOFF TO S OF VALVE
AFTER NEW MAIN PLACED IN SERVICE CONNECT TO 8" VALVE
N: 730786.23
E: 107972.72

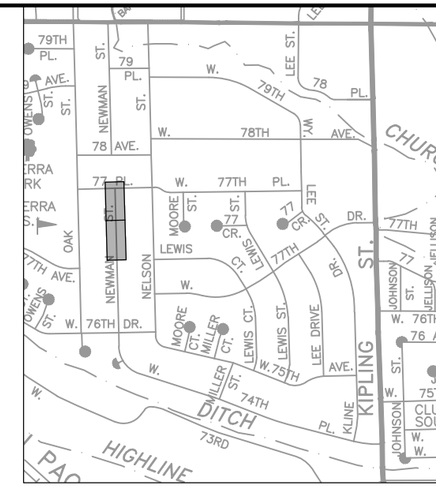


STA. 6+33.50 BEGIN PHASE D5 (NEWMAN ST.)
N: 730140.74
E: 107989.10



REMOVE F.H. & SALVAGE TO THE SHOPS

STA. 12+25.93
REMOVE & RELOCATE EXIST. F.H. FROM NE
INSTALL F.H. ASSEMBLY & WITH 8" GATE
VALVE AND BOX ON MAIN,
REMOVE & REPLACE 3.5 SY± OF CONC. CURB,
GUTTER & WALK
N: 730732.99
E: 107974.08



KEY MAP (Not To Scale)

NOTES:

1. STA. 6+33.50 FILL NEW WATER MAIN FROM THIS LOCATON FOR PHASE D5 PRESSURE TEST
2. STA. 12+79.19 PHASE D5 (NEWMAN ST. AT W. 77TH PL.) REMOVE TEMP. BLOWOFF TO S OF TEE, CONNECT TO 8" TEE
3. ABANDON EXIST. VALVE BOXES
4. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
NEWMAN ST. - MID BLOCK TO W. 77TH PL.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **D5**

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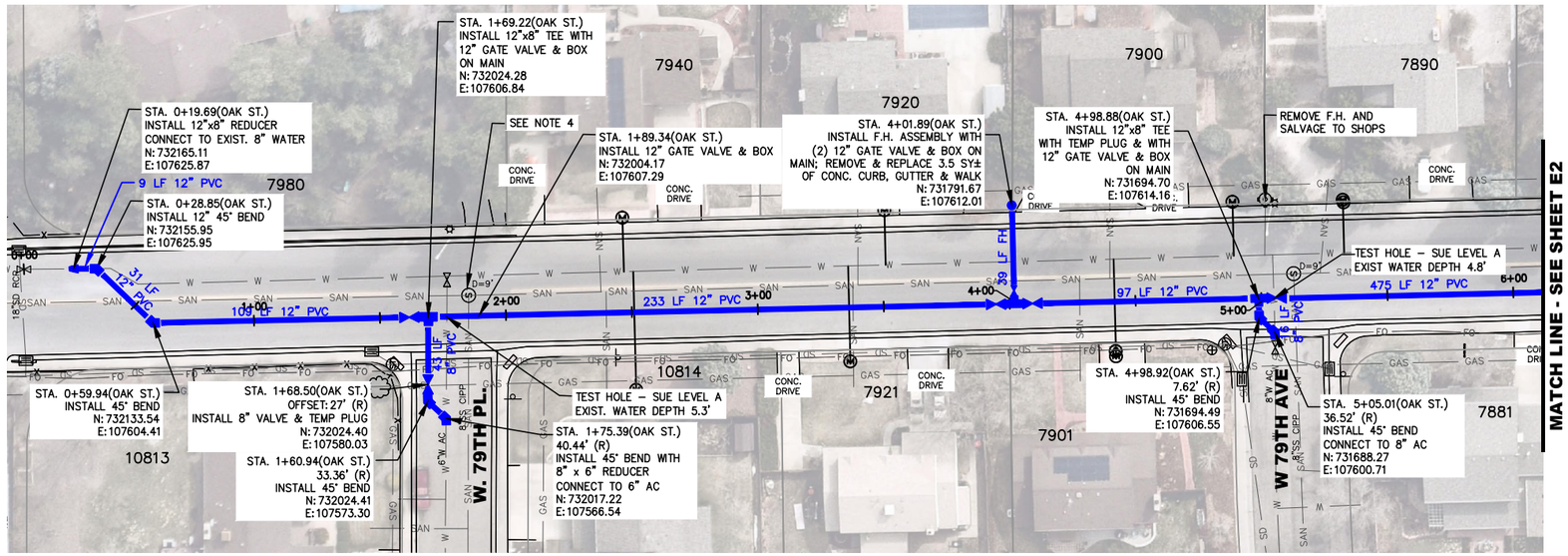
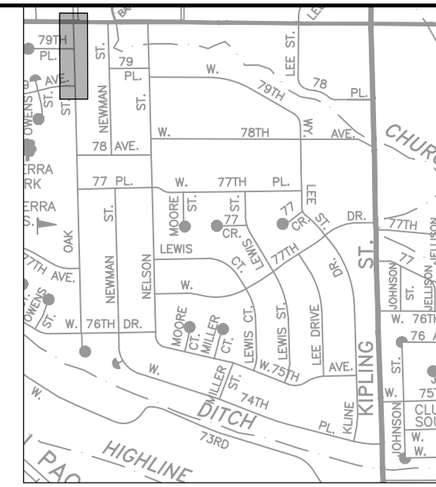
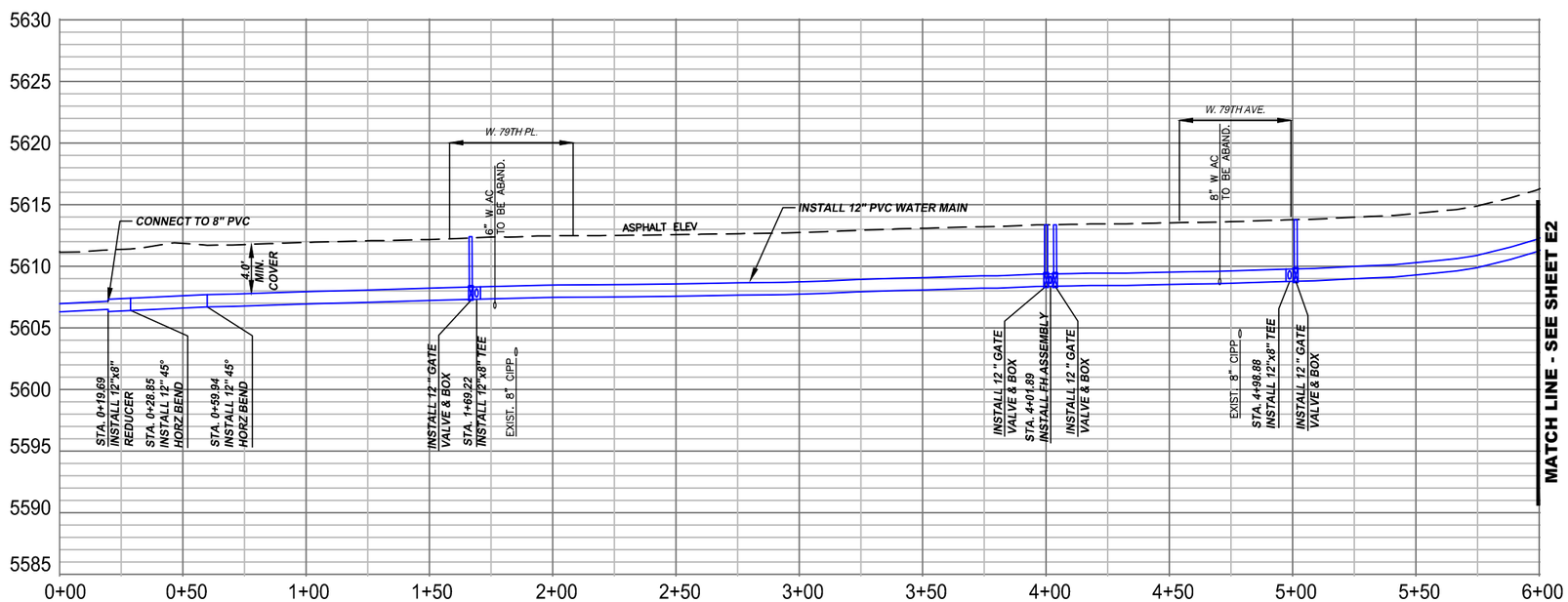




KEY MAP (Not To Scale)

NOTES:

1. STA. 0+19.69 CONNECT TO EXISTING 8" PVC, FILL TO THE SOUTH FROM THIS LOCATION
2. STA. 3+94.61 END FILL LOCATION AT VALVE AND TEMP PLUG
3. STA. 5+05.99 END FILL LOCATION AT VALVE AND TEMP PLUG FOR SOUTH FILL
4. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
5. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Phone 720-898-7640

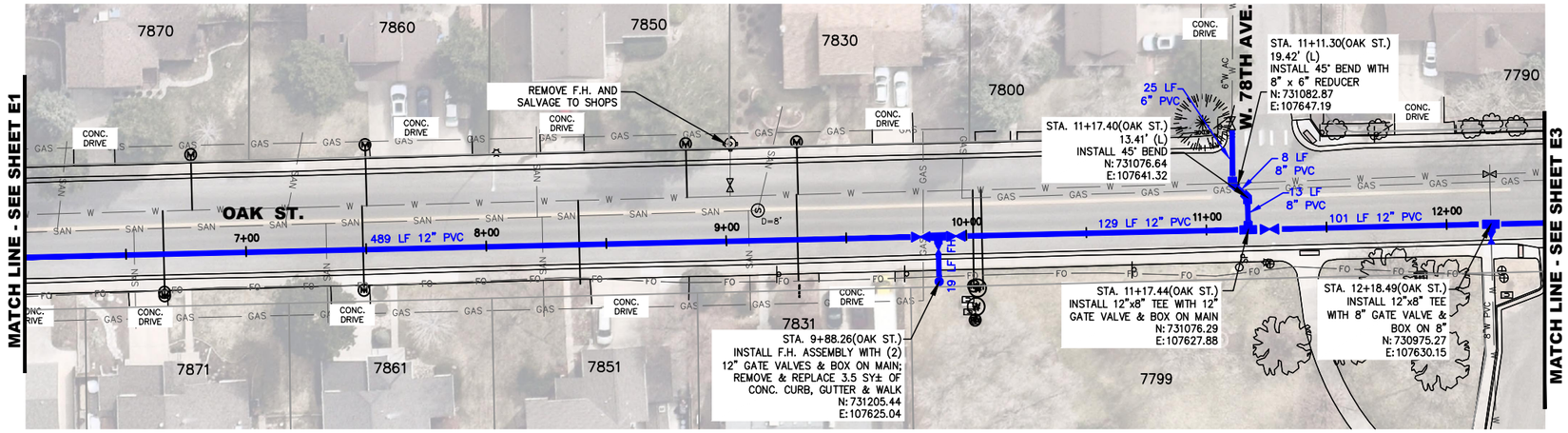
CITY OF ARVADA

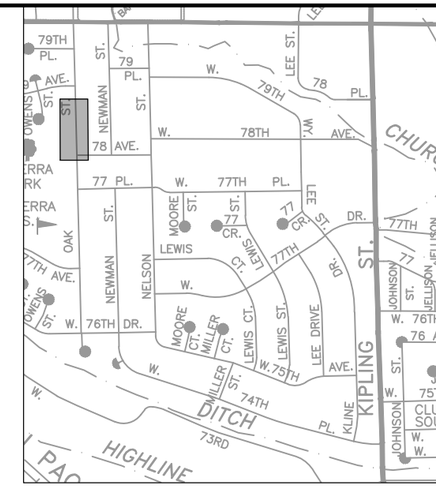
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET 12" WATER
PLAN & PROFILE

ENGINEER: JV
CHECKED BY: JM
DESIGN BY: RN

SHT **E1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/3/2024

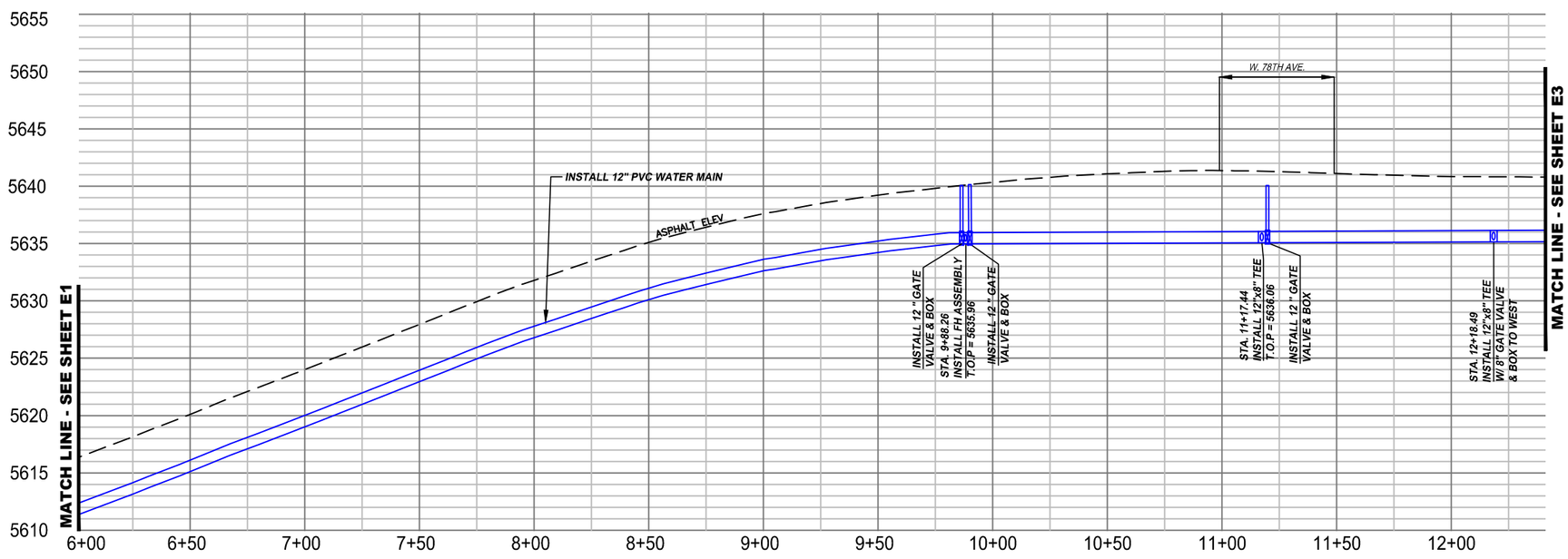




KEY MAP (Not To Scale)

NOTES:

1. STA. 9+95.63 INSTALL TEMP PLUG END OF FILL
2. STA. 9+88.26 REMOVE TEMP PLUG CONNECT TO VALVE AND BEGIN FILL
3. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

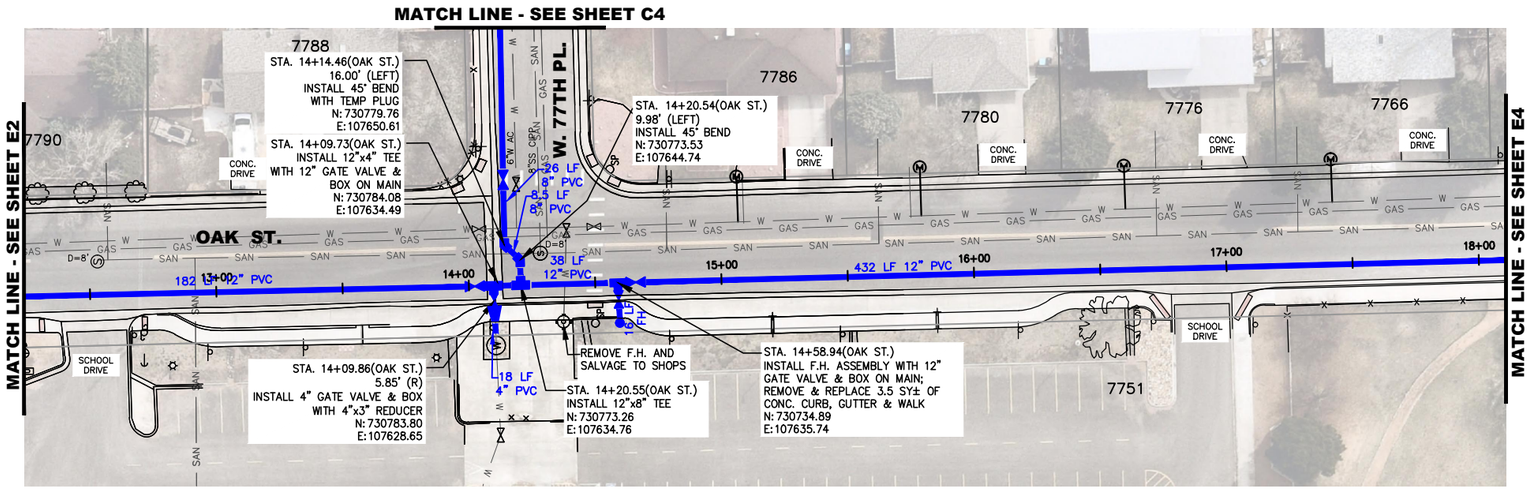
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET 12" WATER
PLAN & PROFILE

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E2**

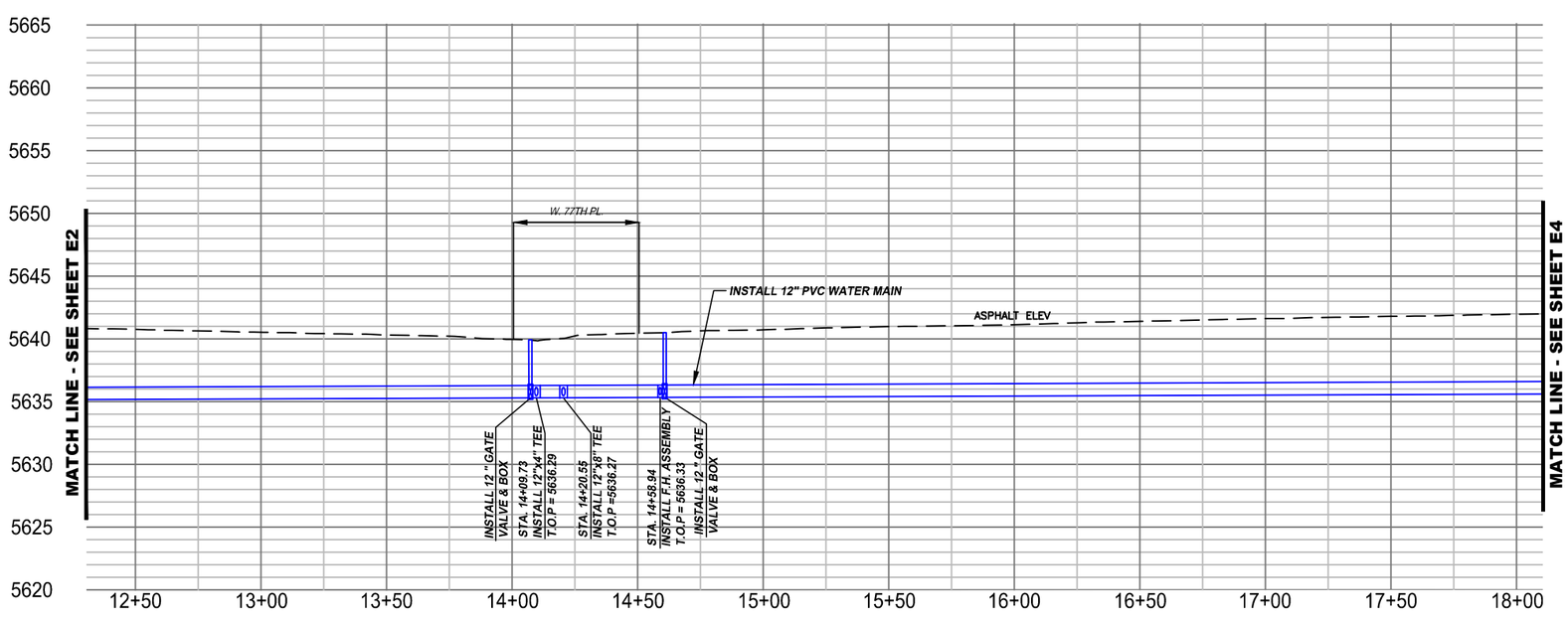
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/3/2024



KEY MAP (Not To Scale)

NOTES:

1. STA. 14+66.03 END FILL INSTALL TEMP PLUG FOR TESTING
2. STA. 14+58.94 BEGIN FILL FOR TESTING
3. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Phone 720-898-7640

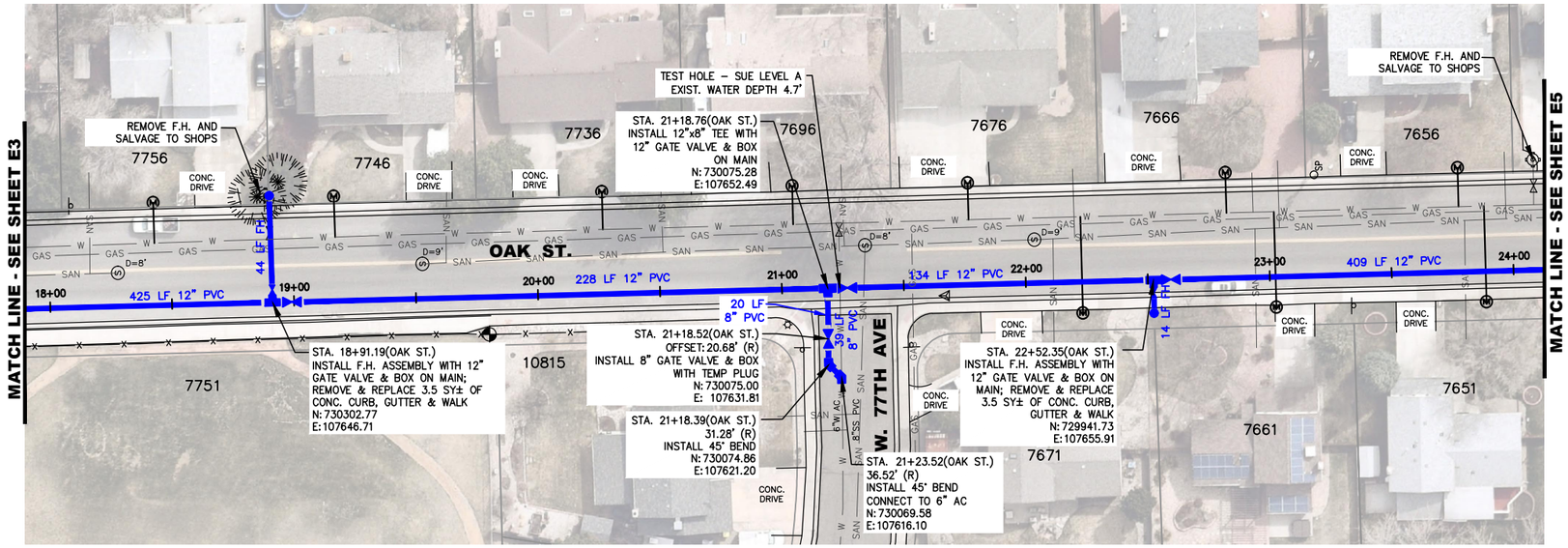
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET 12" WATER
PLAN & PROFILE

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E3**

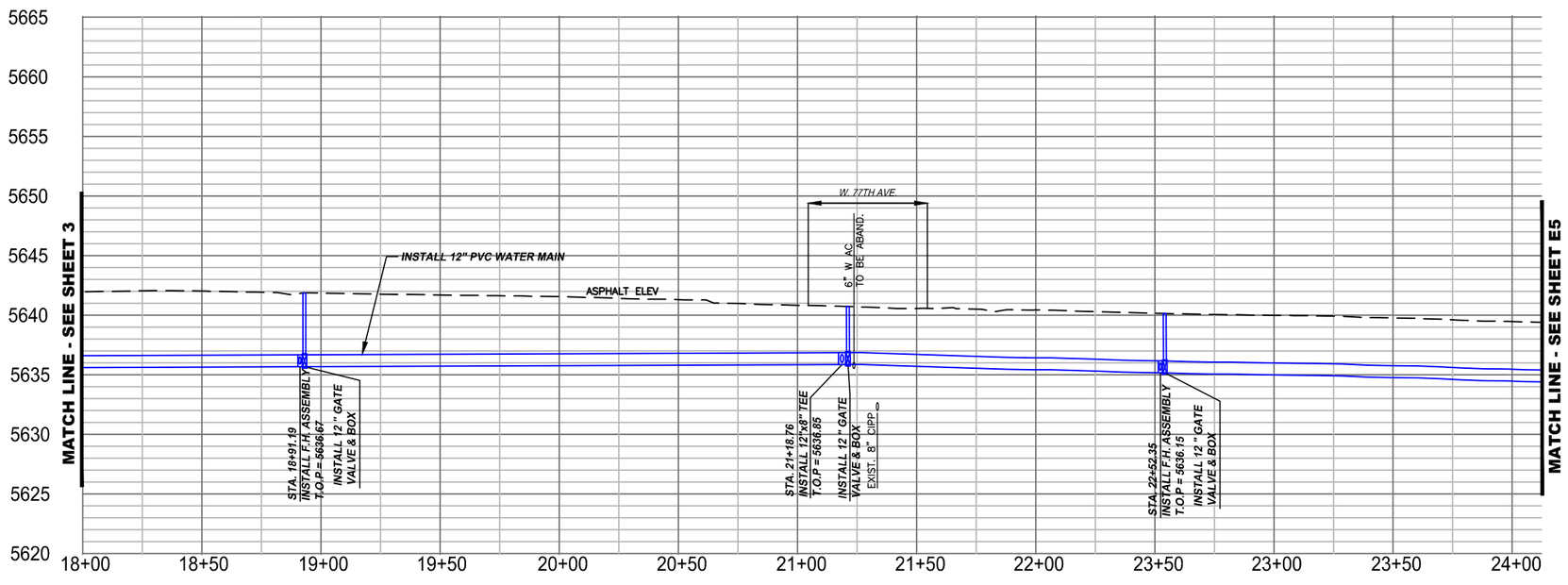
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/2/2024



KEY MAP *(Not To Scale)*

NOTES:

1. STA. 22+59.45 END OF FILL INSTALL TEMP PLUG
2. STA 22+52.35 BEGIN FILL CONNECT TO VALVE
3. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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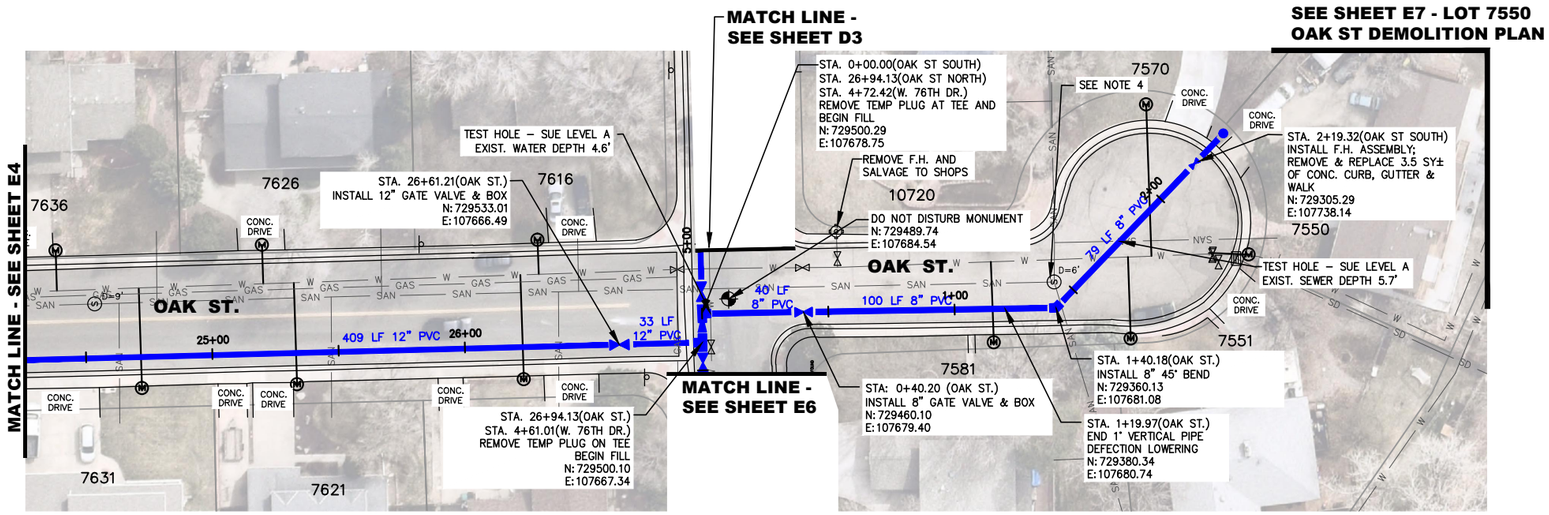
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET 12" WATER
PLAN & PROFILE

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E4**

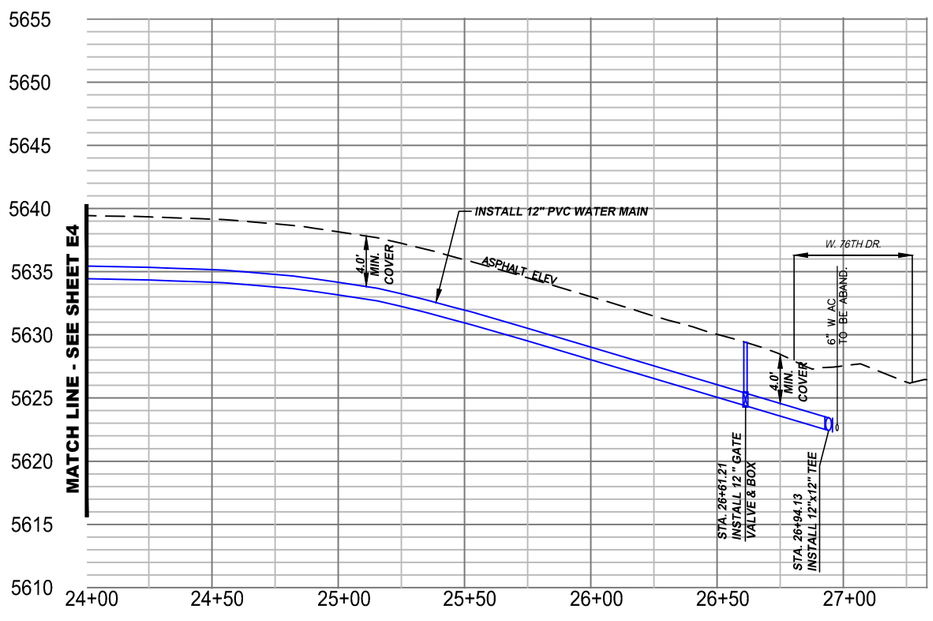
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/1/2024



KEY MAP *(Not To Scale)*

NOTES:

1. STA. 0+00.00 (OAK STREET SOUTH) REMOVE TEMP PLUG AT TEE AND BEGIN FILL FOR TESTING
2. STA. 2+19.32 INSTALL FIRE HYDRANT ASSEMBLY USE FIRE HYDRANT FOR TESTING AND BLOW OFF END FILL OAK STREET SOUTH
3. STA. 26+94.13 (OAK STREET NORTH) REMOVE TEMP PLUG AT TEE AND BEGIN FILL FOR TESTING
4. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
5. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

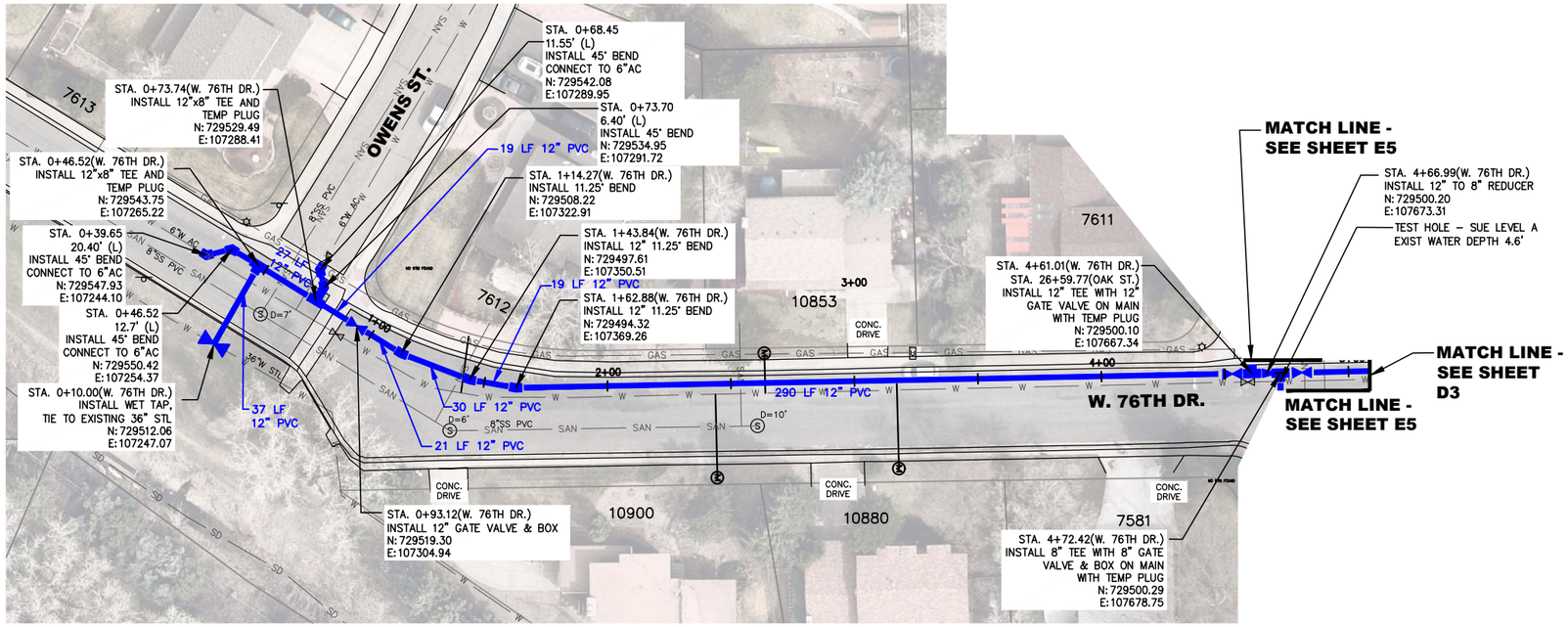
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK STREET 12" WATER
PLAN & PROFILE

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E5**

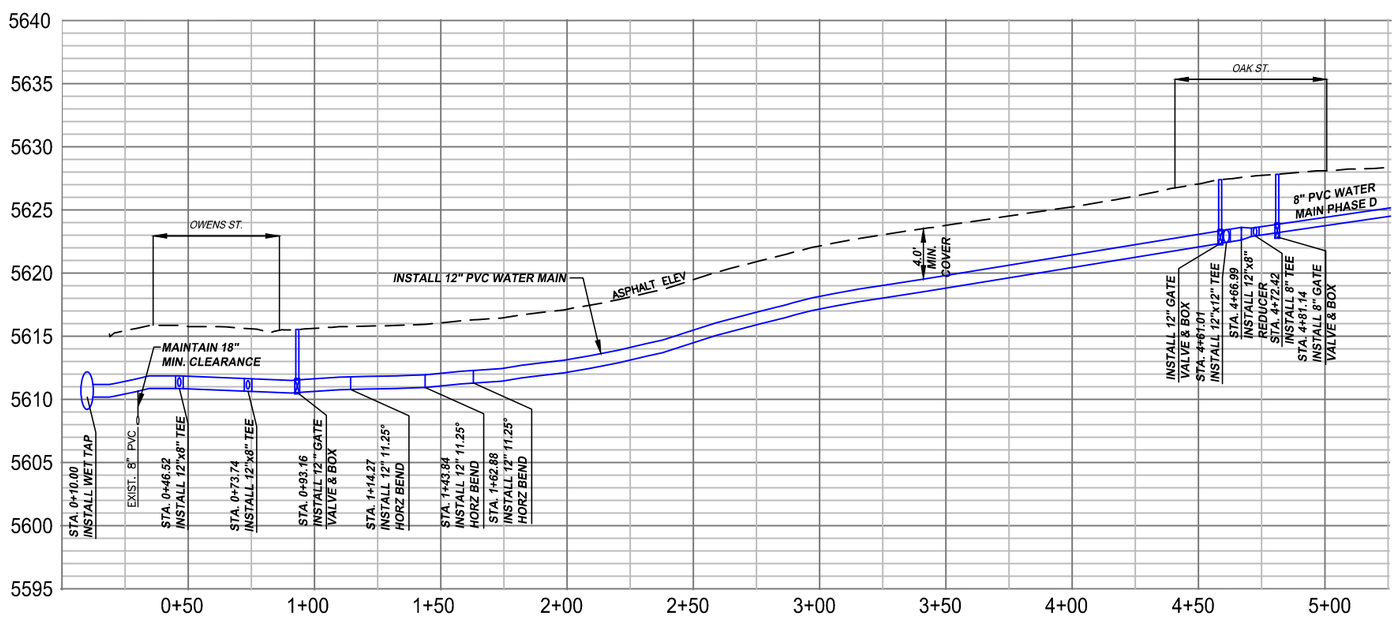
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/3/2024



KEY MAP (Not To Scale)

NOTES:

1. STA. 0+10.00 INSTALL WET TAP AND BEGIN FILL FROM 36" MAIN
2. STA. 0+48.52 12"x12"X8" TEE WITH TEMP PLUG FOR TESTING
3. STA. 4+61.01 INSTALL TEE WITH TEMP PLUG FOR TESTING
4. STA. 4+72.42 INSTALL TEE WITH TEMP PLUG FOR TESTING
5. STA. 4+81.17 INSTALL 8" VALVE WITH TEMP PLUG AND TEST END OF FILL
6. ABANDON/REMOVE EXISTING VALVE BOXES



0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Assistant City Engineer on behalf of City Engineer | Date: 5/8/2024 | Job Number: 24WA01

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

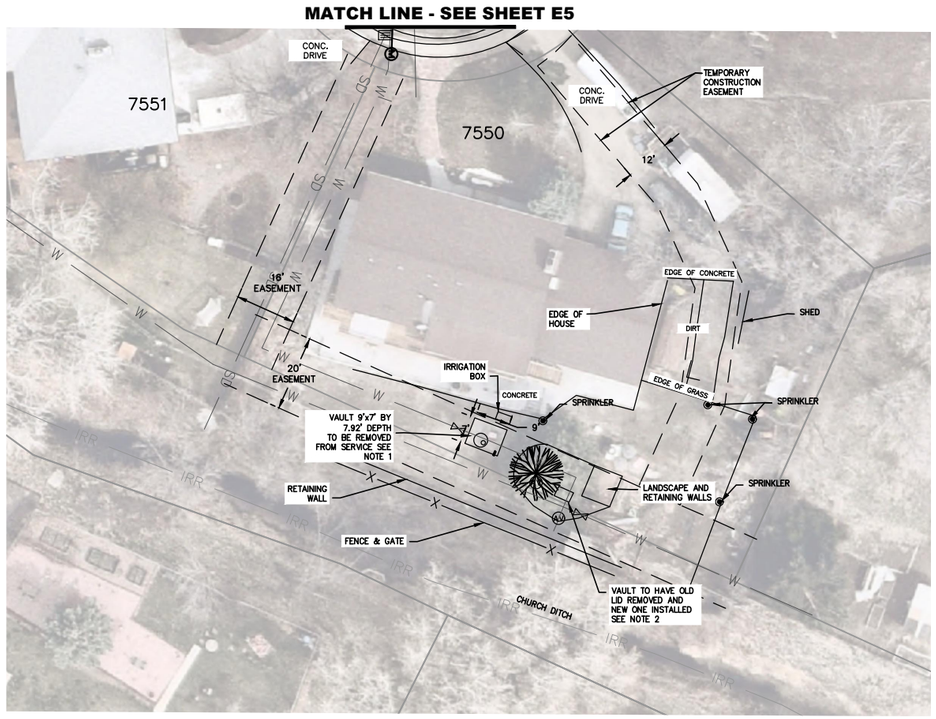
CITY OF ARVADA

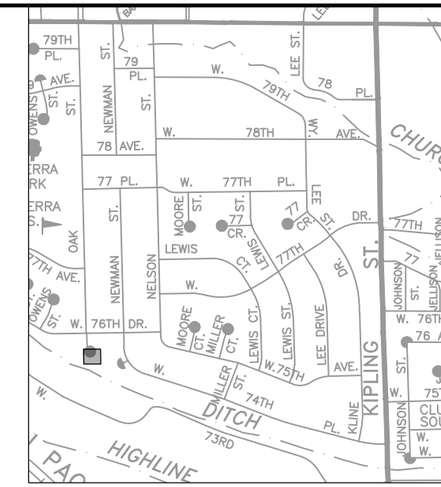
PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W 76TH DR. 12" WATER
PLAN & PROFILE

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E6**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/3/2024





KEY MAP (Not To Scale)

NOTES:

1. VAULT TO HAVE LID/CAP REMOVED AND ALL EQUIPMENT REMOVED AND DISPOSED OF. VAULT WILL BE BACK FILLED WITH SOIL AND THE FINAL 12" WITH CLEAN TOP SOIL (APPROX. 20 CUBIC YARDS) AND AREA TO HAVE NEW GRASS SEED APPLIED.
2. VAULT TO HAVE EXISTING HATCH REMOVED AND NEW 36"x30" BILCO HATCH OR EQUIVALENT APPROVED BY THE CITY, (CONTRACTOR TO FIELD VERIFY SIZE).
3. CONSTRUCTION AREA TO BE LIMITED TO EXISTING EASEMENTS AND/OR THOSE AGREED UPON BY THE CONTRACTOR AND OWNER.
4. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED.

0' 20 40' 80'

SCALE: 1"=40'

APPROVED:

Assistant City Engineer on behalf of City Engineer

5/8/2024 Date

24WA01 Job Number

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

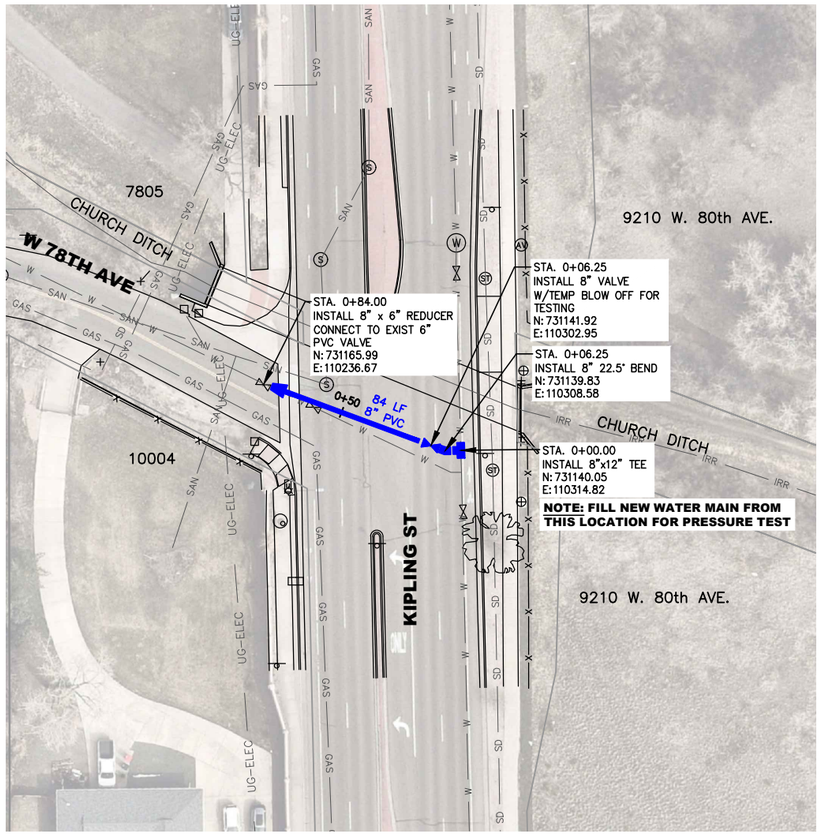
CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
7550 OAK STREET
DEMOLITION/REPAIR PLAN

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E7**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/2/2024



KEY MAP (Not To Scale)

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Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W.78TH AVE AT KIPLING ST

0' 30' 60' 120'
SCALE: 1"=60'

APPROVED:
Assistant City Engineer on behalf of City Engineer — Date: 5/8/2024 — Job Number: 24WA01

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ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **F1**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase F\2024 H20 Main Phase F.dwg , Plot Date: 5/3/2024

Addendum No 1
24-ENG-046

An Agreement By And Between The City Of Arvada And E-Z Excavating, Inc. For The 2024 Water Main Replacement, Project No. 24-WA-01, In An Amount Not To Exceed $4,662,989.00

CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR BIDS - ADDENDUM No. 1

BID#:	24-ENG-046
Title:	24-ENG-046 24-WA-01 2024 Water Main Replacement Project
CSB Issued:	05/14/2024
Addendum #:	**1**
Today's Date:	05/31/2024
BIDS Due By:	06/07/2024 **2:00 PM** MDT (EXTENDED)
Questions Deadline:	05/29/2024 **2:00 PM** MDT (NO FURTHER QUESTIONS ARE BEING ACCEPTED)

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM

The following clarifications are provided to be incorporated into the Request for BIDS
All other information shall remain unchanged.

1. **Pre-Bid Meeting Sign In Sheet**
2. **Pre-Bid Meeting Agenda**
3. **Summary of Changes - Questions from Pre-Bid Meeting**
4. **Questions/Answers submitted through Bidnet**
5. **REVISED BID SCHEDULE**
6. **REVISED PLANS**
7. **NEW LIVE BID OPENING LINK June 7, 2024 2:00 PM MT**

https://www.google.com/url?q=https://arvadaco-gov.zoom.us/j/82627334606?pwd%3DYapzPcOlGLzZ1yli5S9Tu9iZ2bc6ef.1&sa=D&source=calendar&ust=1717596896155533&usg=AOvVaw2bamKvNhNzsO_FRcUdm4Iq

PRE-BID MEETING ATTENDANCE SHEET

Bid # 24-ENG-046 24-WA-01 2024 Water Main Replacement	Meeting Date/Time: 05/22/2024 9:00 AM
Facilitator: Jennifer Ventura	Place: Arvada City Hall – Anne Campbell Room

Company	Representative Name	Phone	E-Mail	Signature
REYNOLDS CONSTRUCTION	BRANDON VINSON	812.686.1323	BRANDON.VINSON@REYNOLDSCON.com	
REYNOLDS CONSTRUCTION	KEVIN FLOWERS	(303) 287-7706	KEVIN.FLOWERS@REYNOLDSCON.com	
American West Construction	Chantel Lucero	303.667.3925	Clucero@trustawc.com	
Brannan Construction	Ryan Rosel	303-495-4772	rrosel@brannan1.com	
R+D PIPELINE	DANIEL ROSS	303-598-6802	dbrerdpipeline.com	
E-Z Excavating	Luis Arellanes C.	720-597-0322	lcastillo@EZexcavating.com	
E-Z Excavating	Paiton Carr	720-698-2986	pcarr@ezexcavating.com	
City of Arvada	Sam Lewis	303.598.4637	slewis@arvada.org	
BT Construction	Kyle Cope	303-419-8147	Kyle.Cope@BTconstruction.com	
BT Construction	Ross Soriano	720-795-6688	Ross.Soriano@btconstruction.com	
Miller Pipeline	Jimmy Stephens	719-252-8832	jimmy.stephens@millerpipeline.com	
SMH West	Justin Moore	720-762-8870	Justin.Moore@smhwest.com	
Colorado Civil Infrastructure	Mark LeVechio	303.475.1110	mark@coloradocivilinfrastructure.com	

PRE-BID MEETING ATTENDANCE SHEET

Bid # 24-ENG-046 24-WA-01 2024 Water Main Replacement	Meeting Date/Time: 05/22/2024 9:00 AM
Facilitator: Jennifer Ventura	Place: Arvada City Hall – Anne Campbell Room

Company	Representative Name	Phone	E-Mail	Signature
Wagner Construction	Thomene Hotel	720-954-2675	coestimating@wagerconstructioninc.com	
Diamond Contracting Corp	Shane Hoerig	303-456-7666	shoerig.dcc@gmail.com	

Page ___ of ___

PRE-BID MEETING AGENDA
2024 WATER MAIN REPLACEMENT PROJECT
CSB 24-ENG-046

5/22/2024, 9:00 am MDT - MANDATORY

Anne Campbell Room, Arvada City Hall, 8101 Ralston Rd., Arvada, CO 80002

1. Attendance:
    a. City of Arvada:
        i. Jenn Ventura
        ii. Jessica Metcalf
        iii. Mary Stahl
        iv. Doreen Mazza
    b. Contractors – See Attendance Sheet

2. Purchasing
    a. Questions – how to submit and get official answers
    b. CSB Documents
    c. Bid Submissions
    d. Other

3. Proposal Schedule
    a. Proposals due June 5, 2024 at 2:00 pm via BidNet
    b. Questions must be submitted via BidNet. Last day for questions is May 29, 2024
    c. Addendum 1 will be issued and will include, the sign-in for this meeting, this agenda, and answers to any questions
    d. Goal is to issue intent to award the week of 6/10; City Council Date 7/15; Notice to Proceed shortly after

4. Project Summary/Highlights
    - Location – Sierra Vista neighborhood from Kipling St to Oak St and W 80th Ave to W 74th Pl
    - 19,944 LF of 8-inch and 12-inch water main replacement
    - Existing mains are 6-, 8-, and 12-inch AC
    - Wet tap connection existing 36” Transmission line
    - Intersection of W. 77th Dr. and Kline Dr. congested, numerous shallow utilities including sewer and storm, existing water at 7 feet according to as-built drawings; may require multiple day road closure
    - Schedule limitations around Sierra Elementary (Oak street) – segment can only be completed when school is out of session; concerns with traffic to and from the school; Nightwork not an option due to being in a residential area

- Vault demo in yard – vault has 12-inch pipe, check valve, and electrical equipment that need to be removed prior to backfilling. We don't believe the electrical equipment is live but contractor will need to verify. Photos to be released with addendum 1.

5. Project Schedule – Final Completion 365 calendar days after notice to proceed

CITY OF ARVADA

ADDENDUM 1 – Summary of Changes
2024 WATER MAIN REPLACEMENT PROJECT
CSB 24-ENG-046

1. Pre-Bid Meeting
    a. Sign in sheet - see attached
    b. Meeting Agenda – see attached
    c. Q&A during the meeting
        i. **Q** - What material is the 36" transmission line?
        A – See response to question 12

        ii. **Q** - Do valve boxes need to be removed to the bottom?
        A – See response to question 10

        iii. **Q** - Can the intersection of Kline Dr. and W 77th be completed without having to bypass services?
        A - Yes, if all 4 legs of the intersection are completed (the intersection completed last) and all services are moved to the new line then the existing line can be removed, and the intersection connected without needing the bypass. Otherwise services will need to be bypassed

        iv. **Q** - Can the bid period be extended?
        A – See response to question 1

2. Sheet Revisions – see attached
    a. Sheet B1 – Matchline correction
    b. Sheet C4 – Removal of Type 1 Directional Ramp
    c. Sheet D3 – Addition of Type 1 Directional Ramp
    d. Sheet E7 – Addition of photos of the inside of the vault

3. Bid Q&A – See attached for all responses
    a. Bid Schedule quantity revision
    b. New Bid Item – Construction Survey
    c. New Bid Item – Survey Monuments Restoration
    d. New Bid Item - 12" AC Pipe Abandonment
    e. New Bid Item – Non-Copper service line replacement
    f. Revision to Connect to Existing Bid Item
    g. Revision to reference specification for Asphalt Removal and Resurfacing Bid Item

Questions & Answers - 1

Project	24-ENG-046 - 24-WA-01 2024 Water Main Replacement Project
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	**Question: Bid date extension** Can the bid date for this project be pushed back since there is limited time to put together an estimate of this magnitude in less than 20 days? **Answer:** The bid closing for this project will be extended to 6/7/2024. at 2:00 PM MT. The new Zoom Link for the Live Bid Opening is : https://www.google.com/url?q=https://arvadaco-gov.zoom.us/j/82031929863?pwd%3DBGasj4K8qKLCJ85MrWJ9LxDxFyQLFq.1&sa=D&source=calendar&ust=1717604420943191&usg=AOvVaw0rxXovcONcl0JA50FRmyDM	05/15/2024
Q2	**Question: pre bid sign in** Can you please post the pre bid sign in sheet? **Answer:** Yes, the Pre-Bid Sign-In sheet is included as part of this Addendum No 1.	05/28/2024
Q3	**Question: Sanitary Sewer Information** What is the depth and the dimensions of the manholes and what are the dimensions of the lines going to and from the manholes? **Answer:** Contractor to field verify the following information - Manhole approximate depths are as shown in the plans, sanitary sewer pipe diameters are 8", and manhole diameters are 4'.	05/28/2024
Q4	**Question: Traffic Control** Will Uniformed traffic control needed at signaled intersections? **Answer:** UTC's are sometimes required when an approach is reduced to one lane and left turns are only allowerd during a protected phase, or in some rare cases as directed by City Traffic Engineering team after reviewing traffic control plans.	05/28/2024
Q5	**Question: 3" Service** Can a temporary water service line be used for the school to allow flexibility in the schedule? **Answer:** A temporary water service to the school is acceptable however traffic to and from the school around student drop off and pick up is significant. In order to minimize the disruption to the school and for public safety work on Oak st will need to be restrcted to when school is out of session. Temporary service line method will need to be approved by the City prior to installation.	05/28/2024
Q6	**Question: Bid Form Quantities** If takeoff doesn't match with bid form quantities will bid form quantities take precedence? **Answer:** See new bid schedule attached for revised quantities. The Contractor will be paid based on actual quantities installed and the unit cost associated with the bid item.	05/28/2024

No	Question/Answer	Question Date
Q7	**Question: Construction Survey** How is the awarded contractor paid for Survey? **Answer:** New bid item for construction survey added to bid schedule. Payment for this item shall be for horizontal alignment staking ,and required field markings of installed appurtenenances as described in Special Conditions, SC-B-6. New bid item for Survey Monument Restoration added to bid schedule. Payment for this item shall be for any survey monuments disturbed and needing to be replaced as a part of the construction of the water main in accordance with Special Conditions, SC-B-6. Damage or destruction of survey monuments by the Contractor or their Sub-contractors through negligence or carelessness shall be restored by the Contractor and no costs shall be passed to the City.	05/29/2024
Q8	**Question: AC Pipe Removal** Is all of the AC Pipe removals in relation to the connections to be made and abandonment of water mains? **Answer:** Yes, all AC pipe removals are related to connections to be made and any other identified AC pipe removal locations in the plans. Abandonment of water mains on this project shall be in accordance with section 420.03.01, Abandonment of Water Mains and Water Valves. The Connect to Existing bid items shall be revised to include all items outlined in section 1146.02 Connections to Existing Facilities of the Arvada Engineering Code of Standards and Specifications as well as the following: additional bends required to achieve vertical and horizontal alignment between the new mains and the existing mains and removal of existing tees and replacement with solid sleeve on existing water mains where called for; piping between new and existing tees when the total length between tees is less than or equal to 10 feet. Any length above this will be paid for under the applicable pipe size unit price bid item. Temporary plugs on existing mains to be abandoned (where required to maintain water service or as called for on the drawings) shall also be included in the Connect to Existing bid item. Concrete plugs shall also be included in this bid item and shall be placed in all abandoned pipe ends smaller than 12-inch when the main will be permanently abandoned and won’t need to be temporarily placed back in service. For 12-inch pipe diameters, a new bid item has been added and shall be paid as a (LF) unit of measure. This item also accounts for the 12-inch line outside of the Oak St vault to be demoed.	05/29/2024

No	Question/Answer	Question Date
Q9	**Question: Asphalt Replacement** Is the asphalt replacement for city projects subject to the same requirements as section 935 for T-Cut and T-Cap per detail 900-1? Please specify the requirement for asphalt replacement. **Answer:** Asphalt replacement shall be as required in detail section 400 of the City of Arvada's Engineering Code of Standards and Specifications. The minimum cutback and patch required for paved areas is 18". Reference specification seciton 1137.01, Trench Resurfacing, with the modification that cutback and patch quantities shall be included in the Asphalt Removal and Resurfacing bid item and no separate payment shall be made.	05/29/2024
Q10	**Question: Valve Box Removal** Please define full removal of valve boxes, does this infer removal of the base? **Answer:** At a minimum, removal of only the top section of the valve box is acceptable for valve box abandonment on this project.	05/29/2024
Q11	**Question: Bid Docs & Forms** Will Submittal of implementation timeline and warrantees be applicable for this proposal per “Required Contractor Submittal Form” **Answer:** No, it is not applicable for this project. Project schedule submittal will be required by selected contractor after approved Notice to Proceed.	05/29/2024
Q12	**Question: Existing Conditions** What is the wall thickness of the 36” Steel line to connect to on sheet E6 **Answer:** Information on the 36" steel line is limited but it was installed in approximately 1964. The interior lining and wall thickness is unknown. Contractor will need to field verify.	05/29/2024
Q13	**Question: Pay Quantities** A line item of copper pipe replacement isn't provided, how will non-copper service material replacement be paid for per section SC-B-25 **Answer:** The City believes that the chances of finding a non-copper line in this neighborhood are low given the subdivision age, however we are required by law to replace any lead service lines when encountered. A zero quantity bid item has been added for this in the case it is needed. We only ask for a unit price to be included in bids for if such a case were to occur on this project.	05/29/2024
Q14	**Question: Scope Conformation** What type of “equipment” will require removal in the vault on sheet E7 will it require shutting down the 36” water line? What type of apparatus does the vault contain? **Answer:** The 36" will not need to be shut down for the demo of the vault. The vault contains a 12" bypass line, a check valve, and electrical equipment (see photos in revised sheet E7).	05/29/2024

No	Question/Answer	Question Date
Q15	**Question: Manhole Lining** Corrosion protection lining for vaults and manholes listed on the Approved Products List to be Spectrashield with no or equals allowed. 522.10.02 as referenced on the bid schedule measurements and pay references, within the engineering code standards and specification calls out as an option to Epoxy “or a one-half (½) inch minimum thickness spray applied coating of Calcium Aluminate Cement.” Please clarify what product will be accepted for this application. **Answer:** Spectrashield will be accepted for this application.	05/29/2024
Q16	**Question: Scope Conformation** Is there enough room to fit a type 1 directional ramp in at 75th and Lewis Ct? It would seem, giving the allowable room to install only a diagonal will work. **Answer:** The directional ramp on 75th and Lewis Ct was incorrectly labeled and has been removed from the project. A new type 1 directional ramp is identified on revised sheet D3 (intersection of Nelson St. and W. 76th Dr.)	05/29/2024
Q17	**Question: Pay Quantities** Will the contractor be paid for quantities installed? There are quantities differences from the bid schedule and accounted for in the plans. Does the contractor need to account for all the required removals and replacements even if not called out on plan set? **Answer:** See response to question 6.	05/29/2024

SAMPLE ONLY - PLEASE USE THE "REV 1 BID SCHEDULE" EXCEL DOCUMENT ATTACHED IN ADDENDUM NO 1

Project Title: 2024 Water Main Replacement Project
Project No. 24-WA-01

Project Manager: Jennifer Ventura

REV 1 BASE BID SCHEDULE

Contractor: _____

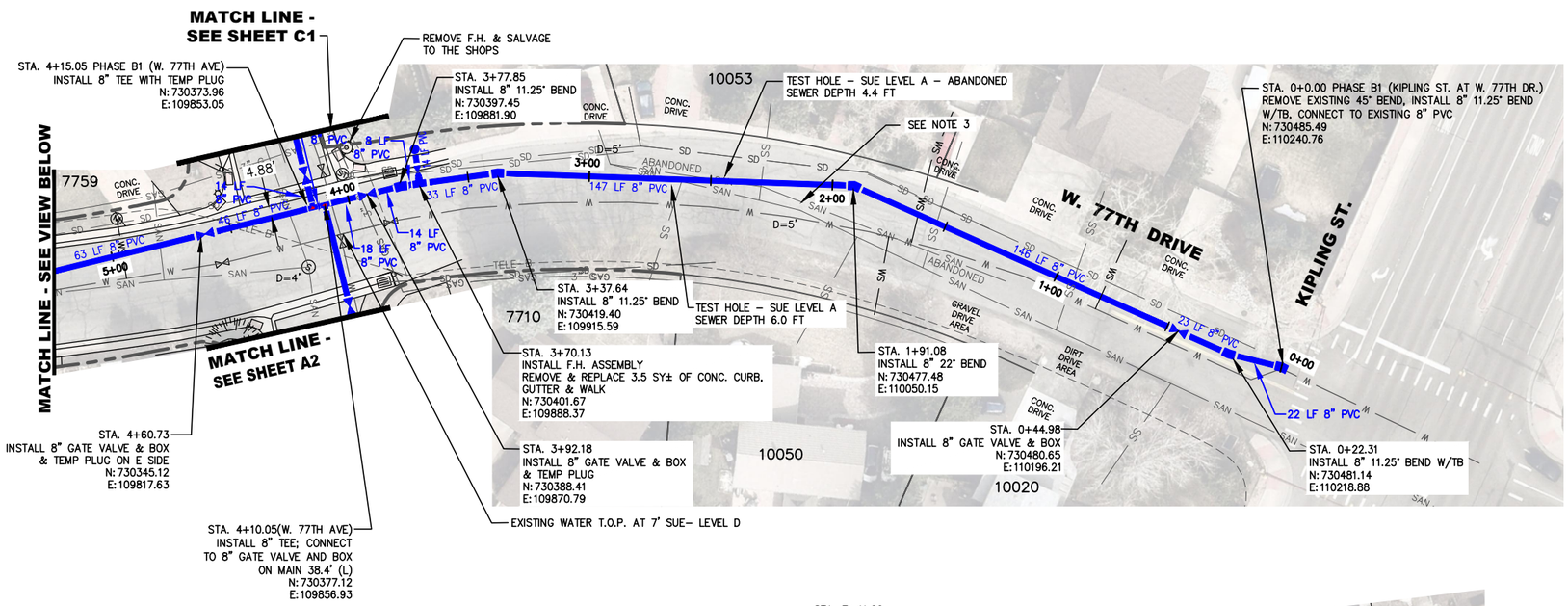
Address, City, Zip: _____

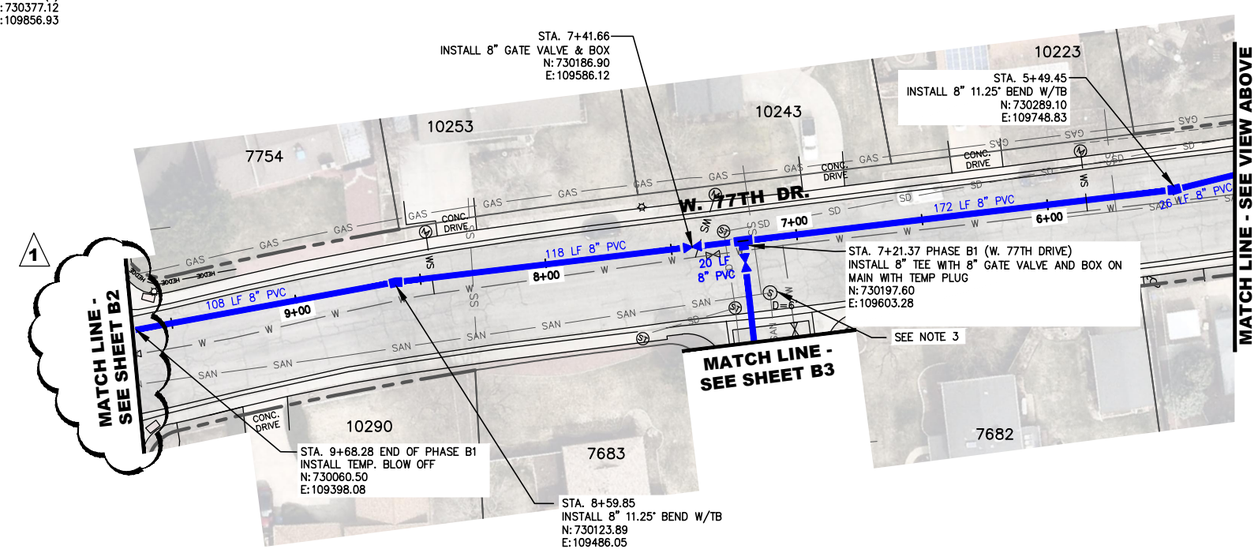
Telephone: _____

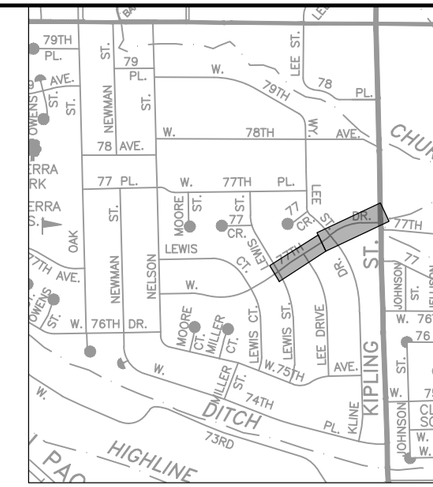
Bid Prepared By: _____

	ITEM	Measurement & Payment Reference	Quantity	Unit	Unit Cost	Extension
1	Furnish and Install 8" Dia. Water Main w/Fittings and Restrained Joints	1146.00 / SC-B-14 / SC B-15	18140.00	LF	$0.00	$0.00
2	Furnish and Install 12" Dia. Water Main w/Fittings and Restrained Joints	1146.00 / SC-B-14 / SC B-15	3132.00	LF	$0.00	$0.00
3	Furnish and Install 8" Gate Valve & Box	1142.00	54.00	EA	$0.00	$0.00
4	Furnish and Install 12" Gate Valve & Box	1142.00	18.00	EA	$0.00	$0.00
5	Furnish and Install Wet Tap Valve on 36" Transmission	SC-B-18	1.00	EA	$0.00	$0.00
6	Furnish and Install Fire Hydrant Assembly	1143.00	25.00	EA	$0.00	$0.00
7	Connect To Existing 6" Pipe	1146.02	13.00	EA	$0.00	$0.00
8	Connect To Existing 8" Pipe	1146.02	7.00	EA	$0.00	$0.00
9	Connect To Existing 12" Pipe	1146.03	1.00	EA	$0.00	$0.00
10	Chlorination & Pressure Test	1146.03	28.00	EA	$0.00	$0.00
11	Install 3/4" Dia. Service Line Pipe and Reconnect Service	1141.00	253.00	EA	$0.00	$0.00
12	Install 3" Dia. Service Line Pipe and Reconnect Service	1141.00 / SC-B-22	1.00	EA	$0.00	$0.00
13	Utility Locate Test Holing	SC-B-12	25.00	EA	$0.00	$0.00
14	Abandon Valve Box	SC-B-16	67.00	EA	$0.00	$0.00
15	Remove Existing Fire Hydrant	SC-B-17	25.00	EA	$0.00	$0.00
16	Remove & Dispose of Asbestos Cement Pipe	1146.08	947.00	LF	$0.00	$0.00
17	Oak St Vault Demo and Restoration	SC-B-18	1.00	LS	$0.00	$0.00
18	36"x30" Transmission Vault Hatch Replacement	SC-B-19	1.00	EA	$0.00	$0.00
19	12" AC Water Abandonment	420.03.01 / 1146.02 / Addendum 1	200.00	LF	$0.00	$0.00
20	Epoxy Protective Coating for Sanitary Sewer Mantenance Hole	522.10.02 / SC-B-21	13.00	EA	$0.00	$0.00
21	Asphalt Removal and Resurfacing	1137.01 / 728.04.05	11580.00	SY	$0.00	$0.00
22	Type 1 Directional Ramp	832.06 / SC-B-23	2.00	EA	$0.00	$0.00
23	Concrete Removal and Replacement	1151.00	244.00	SY	$0.00	$0.00
24	Construction Survey	SC-B-6 / SC-B-7 / Addendum 1	1.00	LS	$0.00	$0.00
25	Survey Monument Restoration	SC-B-6 / Addendum 1	1.00	EA	$0.00	$0.00
26	Replacement of Non-Copper Water Service Lines	SC-B-25 / Addendum 1	0.00	EA	$0.00	$0.00
27	Mobilization	1124.00	1.00	LS	$0.00	$0.00
28	Citizen Notification	1181.00 / SC-B-4	1.00	LS	$0.00	$0.00
29	Traffic Control	SC-B-4	1.00	LS	$0.00	$0.00
30	Trench Maint. & Project Site Clean Up	SC-C-1	1.00	LS	$0.00	$0.00
31	Best Management Practices (BMPs) For Stormwater Management	SC-B-25	1.00	LS	$0.00	$0.00
32	Minor Contract Revisions	SC-A-11	100000.00	EA	$0.00	$0.00
						TOTAL

$0.00







KEY MAP (Not To Scale)

NOTES:

1. STA. 0+44.98 FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE B1 PRESSURE TEST
2. STA 9+68.28 (W. 77TH DR. AT LEWIS ST.) REMOVE TEMP. BLOWOFF TO W, CONNECT TO 8" TEE AT STA. 9+72.58 BEGIN PHASE B2
3. INSTALL EPOXY PROTECTIVE M.H. COATING FOR SECONDARY CONTAINMENT PER COA ENGINEERING STANDARDS AND SPECIFICATIONS
4. ABANDON VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

NO.	REVISION	DATE	BY
1	ADD MATCH LINE CALL OUT	05/30/24	RN
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH DR.
KIPLING ST. TO LEWIS ST.

APPROVED:
Chris Fusley, PE
Assistant City Engineer on behalf of City Engineer
5/31/2024 Date
24WA01-2024 Job Number

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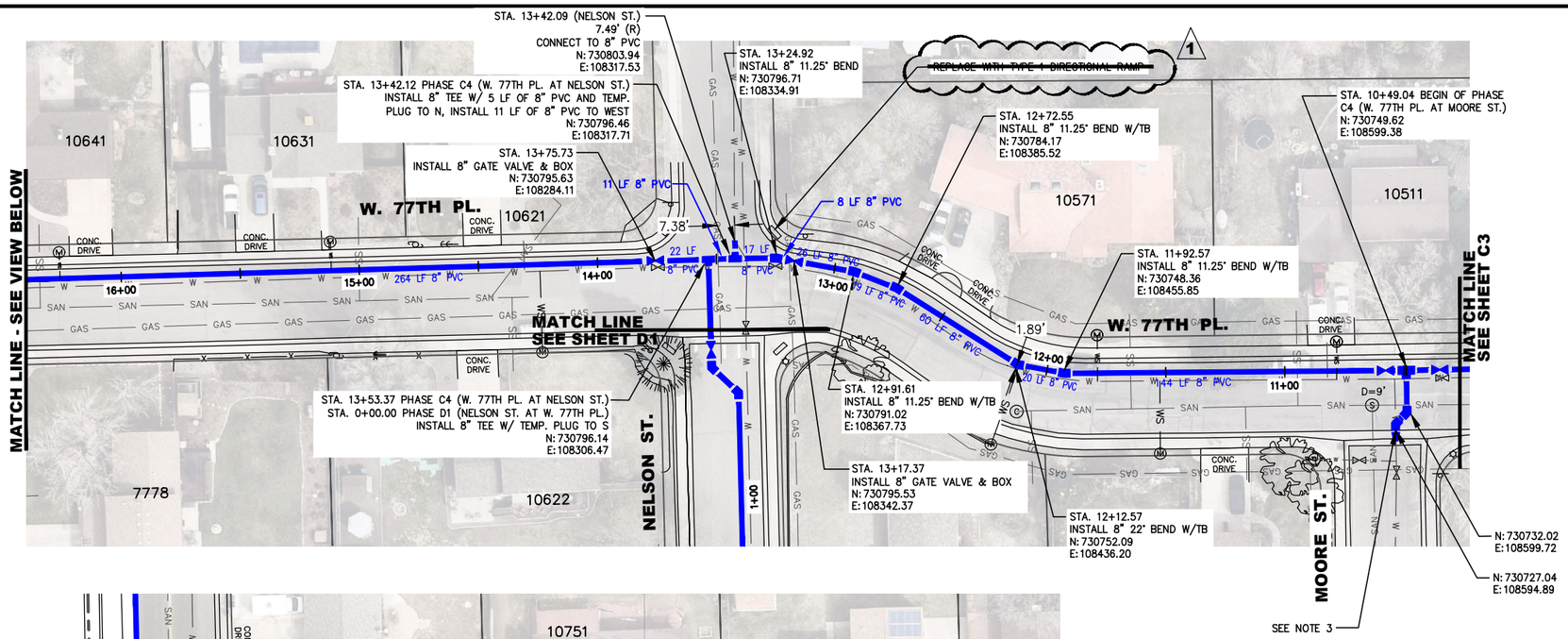
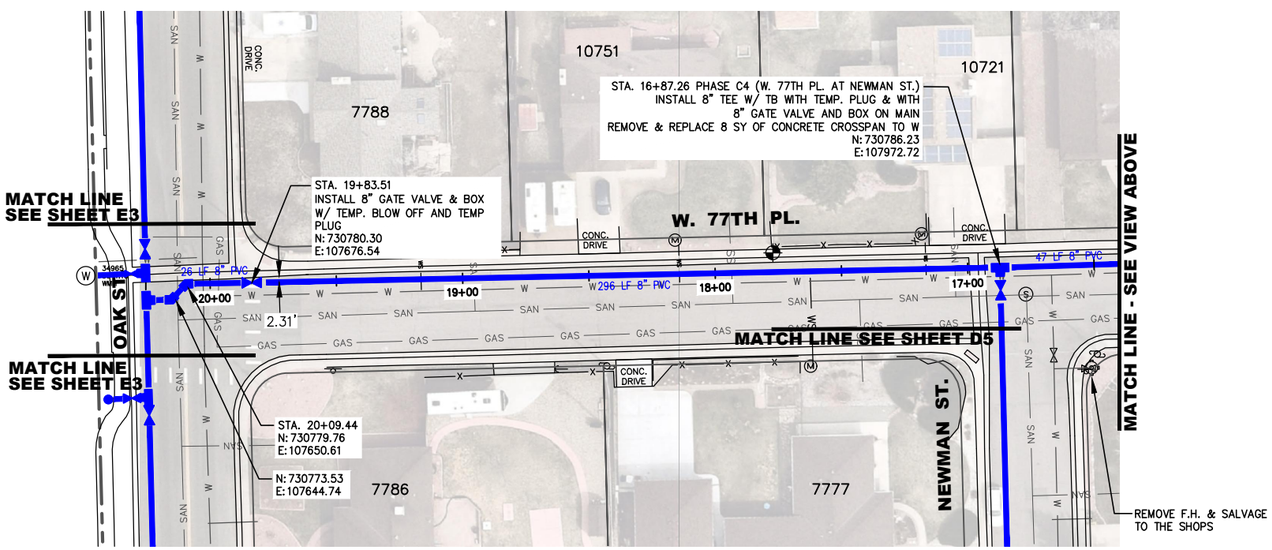
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT B1

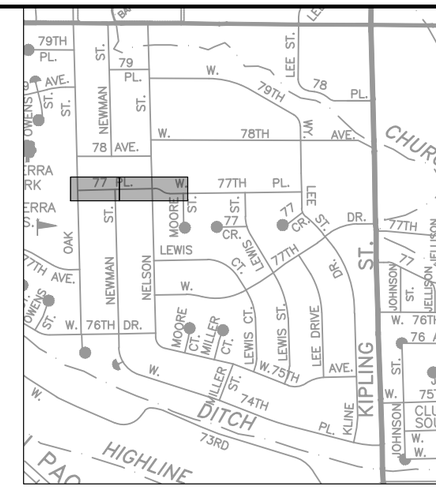
G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase B\2024 H20 Main Phase B.dwg , Plot Date: 5/30/2024





0' 30' 60' 120'

SCALE: 1"=60'



KEY MAP (Not To Scale)

NOTES:

1. STA. 10+49.04 FILL NEW WATER MAIN FROM THIS LOCATION FOR PHASE C4 PRESSURE TEST
2. STA 13+42.12 (W. 77TH PL. AT NELSON ST.) REMOVE TEMP. PLUG TO NORTH, REMOVE EXIST 45° BEND ON EXIST. 8" MAIN TO N, CONNECT TO EXIST 8" PVC MAIN TO N WITH 5 LF OF 8" PVC
2. STA. 10+49.04 (W. 77TH PL. AT MOORE ST.) AFTER NEW MAIN IS PLACED IN SERVICE, REMOVE TEMP PLUG ON S SIDE OF TEE CONNECT TO 8" PVC MAIN TO SW WITH APPROX. 25 LF OF 8" PVC AND 2 45° BENDS
3. STA. 20+09.44 (W. 77TH PL. AT OAK ST.) REMOVE TEMP. BLOWOFF TO EAST OF 45 DEGREE BEND CONNECT TO 8" 45 DEGREE BEND
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

NO.	REVISION	DATE	BY
1	REMOVE RAMP REQUIRED	05/30/24	RN
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
W. 77TH PL.
MOORE ST. TO OAK ST.

APPROVED:
Chris Fisher, PE — 5/31/2024 — 24WA01-2024
Assistant City Engineer on behalf of City Engineer — Date — Job Number

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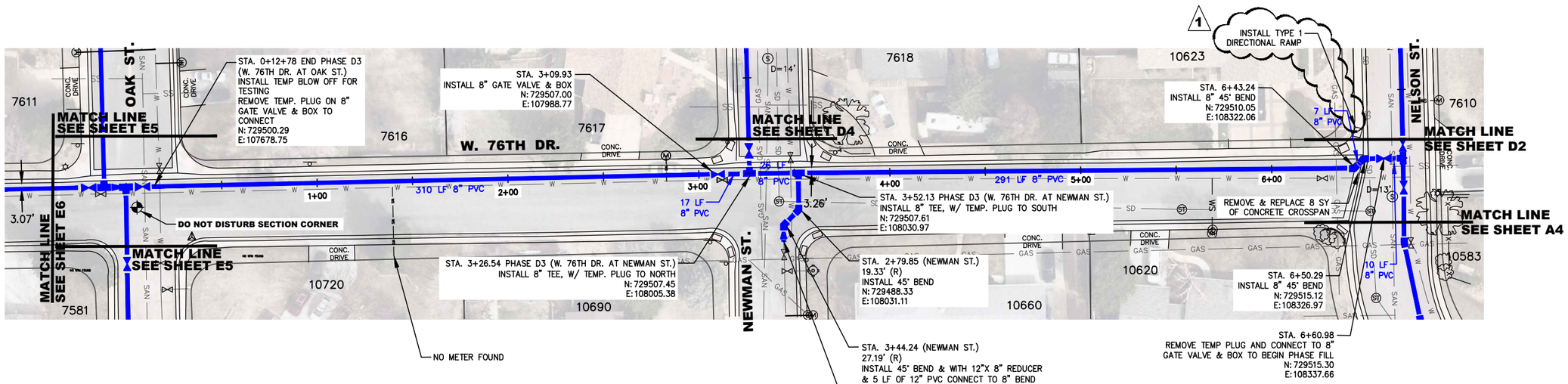
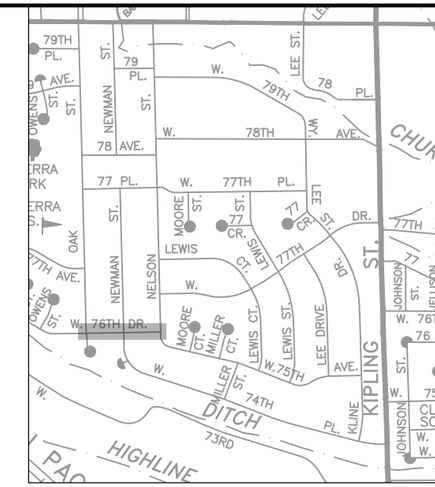
ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT C4

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase C\2024 H20 Main Phase C.dwg , Plot Date: 5/30/2024





KEY MAP *(Not To Scale)*

NOTES:

1. STA 6+60.98 FILL NEW WATER MAIN FROM THIS LOCATON FOR PHASE D3 PRESSURE TEST
2. STA. 3+52.13 PHASE D3 (W. 76TH DR. AT NEWMAN ST.) REMOVE TEMP. PLUG ON TEE AND EXIST. 45° BEND ON EXIST. 8" PVC MAIN TO SOUTH CONNECT TO EXIST. 8" PVC MAIN WITH 36 LF OF 8" PVC PIPE, 5 LF 12" PVC PIPE.
3. STA. 6+70.97 PHASE D3 (W. 76TH DR. AT NELSON ST.) REMOVE TEMP. BLOWOFF TO WEST OF TEE, CONNECT TO 8" TEE
4. ABANDON EXIST. VALVE BOXES
5. EXISTING AC MAIN TO BE ABANDONED

0' 30' 60' 120'

SCALE: 1"=60'

APPROVED:

Chris Kelley, PE — 5/31/2024 — 24WA01-2024

Assistant City Engineer on behalf of City Engineer — Date — Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these Documents shall remain with the Registered Professional Engineer sealing these plans. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
1	ADD TYPE 1 RAMP CALL OUT	05/30/24	RN
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
OAK ST. AT 76TH DR. CUL-DE-SAC
W. 76TH DR. - OAK ST. TO NELSON ST.

ENGINEER JV
CHECKED BY JDM
DESIGN BY SAS

SHT **D3**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase D\2024 H20 Main Phase D.dwg , Plot Date: 5/30/2024

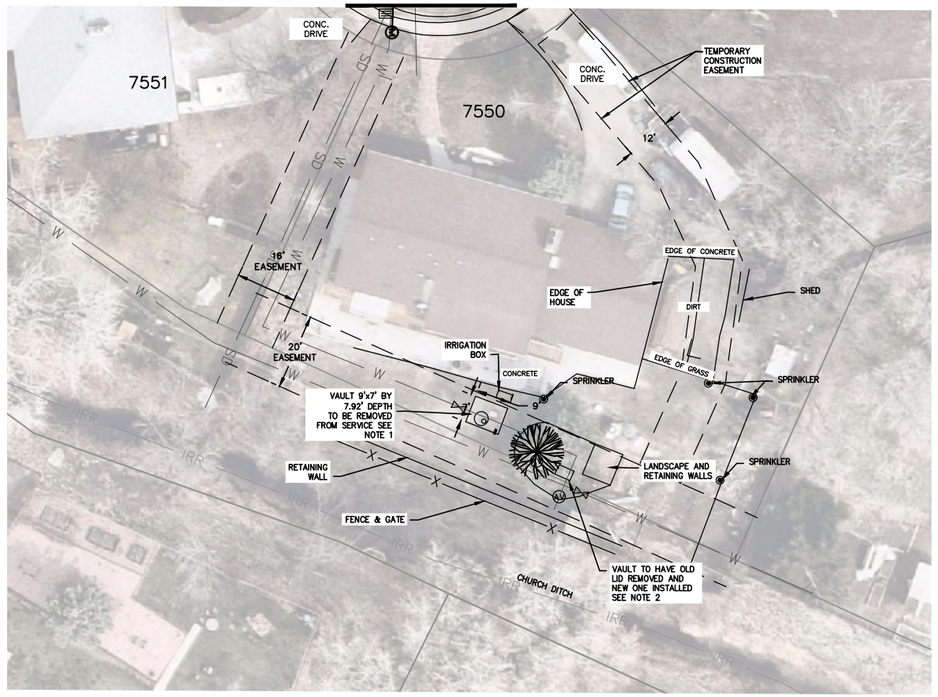
EXISTING EQUIPMENT - PIPING

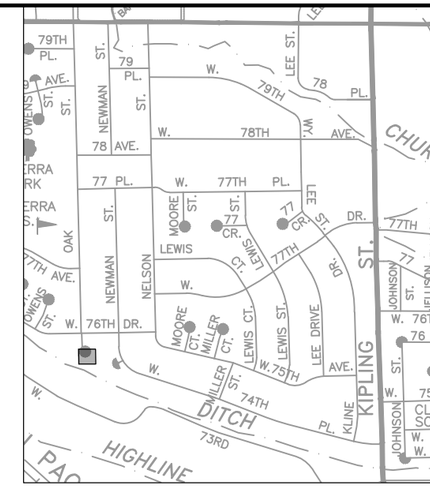
EXISTING EQUIPMENT - ELECTRICAL

EXISTING EQUIPMENT - ELECTRICAL

1

MATCH LINE - SEE SHEET E5





KEY MAP (Not To Scale)

NOTES:

1. VAULT TO HAVE LID/CAP REMOVED AND ALL EQUIPMENT REMOVED AND DISPOSED OF. VAULT WILL BE BACK FILLED WITH SOIL AND THE FINAL 12" WITH CLEAN TOP SOIL (APPROX. 20 CUBIC YARDS) AND AREA TO HAVE NEW GRASS SEED APPLIED.
2. VAULT TO HAVE EXISTING HATCH REMOVED AND NEW 36"x30" BILCO HATCH OR EQUIVALENT APPROVED BY THE CITY, (CONTRACTOR TO FIELD VERIFY SIZE).
3. CONSTRUCTION AREA TO BE LIMITED TO EXISTING EASEMENTS AND/OR THOSE AGREED UPON BY THE CONTRACTOR AND OWNER.
4. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED.

0' 20 40' 80'

SCALE: 1"=40'

APPROVED:

Jenny Wolfskiley P.E. — City Engineer

5/21/24 — Date

24-WA-01 — Job Number

Review is for general compliance with the City of Arvada "Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements", latest edition. Sole responsibility for completeness and/or accuracy of these documents shall remain with the Registered Professional Engineer sealing these plans, if applicable. The City does not accept liability for facilities designed by others.

NO.	REVISION	DATE	BY
1	ADDED VAULT IMAGES OF EQUIPMENT	05/14/24	JV
2			
3			
4			
5			

Public Works Department
Engineering Division
8101 Ralston Road
Arvada, Colorado 80002
Phone 720-898-7640

CITY OF ARVADA

PROJECT NO. 24-WA-01
2024 WATER MAIN REPLACEMENT
7550 OAK STREET
DEMOLITION/REPAIR PLAN

ENGINEER JV
CHECKED BY JM
DESIGN BY RN

SHT **E7**

G:\PROJECTS\WATER\24WA01-Water Main Replacement\CAD\Phase E - Oak Street 12in\2024 H2O Main Oak Street 12in.dwg , Plot Date: 5/15/2024

E-Z Excavating
Bid Package Submittal

An Agreement By And Between The City Of Arvada And E-Z Excavating, Inc. For The 2024 Water Main Replacement, Project No. 24-WA-01, In An Amount Not To Exceed $4,662,989.00

BID PROPOSAL

TO: City of Arvada, Colorado (hereinafter called "CITY").

FROM: E-Z Excavating (hereinafter called "BIDDER"), organized and existing under the laws of the State of Colorado doing business as (a corporation), (a partnership), (an individual).

The Bidder, in compliance with your Advertisement for Bids, hereby proposes to perform all Work in strict accordance with the Contract Documents, for the construction of City of Arvada Project No Project No. 24-WA-01 Project Title: 2024 Water Main Replacement within the time set forth therein, and at the prices stated on the included Bid Schedule as totaled herein.
By submission of this Bid Proposal, each Bidder certifies, and in the case of a joint venture each party thereto certifies as to his/her own organization, that this Bid Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid Proposal with any other Bidder or with any competitor.

Bidder acknowledges receipt of **Addendum Nos.** 1 Initials: KD _____ _____ _____

Bidder states that their:

Major Material Suppliers are:	Material They Will Supply
Dana Kepner	PVC Mats
LG Everist	Aggregate

Major Subcontractors are:	Work They Will Perform
Alpha Milling	Milling

CONTRACT TIME AND LIQUIDATED DAMAGES: All work shall be completed, including clean-up, within **365** working days after the date to be specified in the Notice to Proceed. A Notice to Proceed is anticipated to be issued on or about July 24, 2024. The bidder shall agree to pay the owner the sum of $2,000 for each calendar day that the work exceeds the allotted contract time. Contract time may be adjusted by Change Order.

Total from included Bid Schedule: **TOTAL BID $** 4,562,989.00
+ $100,000 assumed Force Account
Total $4,662,989.00

SUBMITTED BY:

Company Name: E-Z Excavating

Contact Names: Kyle Herman

Address: 8123 Indian Peaks Ave, Frederick, CO 80516

Phone: (720) 745 3331 Email(s): khermon@ezexcavating.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accept and acknowledge this bid is consistent with the specifications and terms and conditions.
- The bid is in all respects fair, without outside collusion or otherwise illegal action.

By: Peggy Davies 6-7-2024 1199135
Signature of Authorized Agent Date FEIN

Peggy Davies President PDavies@EZexcavating.com
Typed/Printed Name of Agent Title of Agent Agent email

* Please contact Kyle Herman for project related info

PAYMENT TERMS: The City standard is net thirty (30) days but every effort is made to meet net fifteen (15) days after the approved partial payment date when the contractor is satisfactorily performing the contract. The final 5% of total payment will be paid once the contract is completed satisfactorily, advertisement for final settlement is complete, and the project is accepted by the City. Payment is the date of the check mailing or date of the credit card transaction.

BID BOND

We, the undersigned E-Z EXCAVATING, INC. as Principal, and MERCHANTS NATIONAL BONDING, INC. as Surety, are hereby held and firmly bound unto the City of Arvada, Colorado, in the penal sum of Five Percent (5%) of the Total Amount of the Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Arvada, Colorado the accompanying Bid Proposal, and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Arvada Project No Project No. 24-WA-01 Project Title: 2024 Water Main Replacement

WHEREAS, the City, as a condition for receiving said Bid Proposal, requires the Principal to deposit with the City a Bid Proposal Guaranty, equivalent to not less than 5 Percent of the amount of said Bid Proposal.

NOW THEREFORE,

(A) If said Bid Proposal shall be rejected; or in the alternate,

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

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this 5th day of June, 2024 and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL	SURETY
Name: E-Z EXCAVATING, INC.	MERCHANTS NATIONAL BONDING, INC.
Address: 8123 Indian Peaks Avenue, P.O. Box 1439, Longmont, Colorado 80502	P.O. Box 14498, Des Moines, Iowa 50306-3498
By: Peggy Davies	By: Kim Payton
Title: President	Title: Attorney-in-Fact
	Attorney-in-Fact: Kim Payton
	(SEAL)

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cynthia M Burnett; Douglas J Rothey; Erik Ulibarri; Kim Payton; Wesley J Butorac; Zach Rothey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of June, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of June 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of June, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

Project Title: 2024 Water Main Replacement Project
Project No. 24-WA-01

Project Manager: Jennifer Ventura

REV 1 BASE BID SCHEDULE

Contractor: EZ Excavating

Address, City, Zip: 8123 Indian Peaks Ave. Frederick, CO 80516

Telephone: 720-745-3331

Bid Prepared By: Kyle Herman

	ITEM	Measurement & Payment Reference	Quantity	Unit	Unit Cost	Extension
1	Furnish and Install 8" Dia. Water Main w/Fittings and Restrained Joints	1146.00 / SC-B-14 / SC-B-15	18140.00	LF	$90.00	$1,632,600.00
2	Furnish and Install 12" Dia. Water Main w/Fittings and Restrained Joints	1146.00 / SC-B-14 / SC-B-15	3132.00	LF	$135.00	$422,820.00
3	Furnish and Install 8" Gate Valve & Box	1142.00	54.00	EA	$3,250.00	$175,500.00
4	Furnish and Install 12" Gate Valve & Box	1142.00	18.00	EA	$5,000.00	$90,000.00
5	Furnish and Install Wet Tap Valve on 36" Transmission	SC-B-18	1.00	EA	$20,000.00	$20,000.00
6	Furnish and Install Fire Hydrant Assembly	1143.00	25.00	EA	$10,200.00	$255,000.00
7	Connect To Existing 6" Pipe	1146.02	13.00	EA	$5,000.00	$65,000.00
8	Connect To Existing 8" Pipe	1146.02	7.00	EA	$5,500.00	$38,500.00
9	Connect To Existing 12" Pipe	1146.03	1.00	EA	$8,500.00	$8,500.00
10	Chlorination & Pressure Test	1146.03	28.00	EA	$2,700.00	$75,600.00
11	Install 3/4" Dia. Service Line Pipe and Reconnect Service	1141.00	253.00	EA	$1,700.00	$430,100.00
12	Install 3" Dia. Service Line Pipe and Reconnect Service	1141.00 / SC-B-22	1.00	EA	$25,000.00	$25,000.00
13	Utility Locate Test Holing	SC-B-12	25.00	EA	$1,000.00	$25,000.00
14	Abandon Valve Box	SC-B-16	67.00	EA	$450.00	$30,150.00
15	Remove Existing Fire Hydrant	SC-B-17	25.00	EA	$1,400.00	$35,000.00
16	Remove & Dispose of Asbestos Cement Pipe	1146.08	947.00	LF	$97.00	$91,859.00
17	Oak St Vault Demo and Restoration	SC-B-18	1.00	LS	$12,000.00	$12,000.00
18	36"x30" Transmission Vault Hatch Replacement	SC-B-19	1.00	EA	$15,000.00	$15,000.00
19	12" AC Water Abandonment	420.03.01 / 1146.02 / Addendum 1	200.00	LF	$31.00	$6,200.00
20	Epoxy Protective Coating for Sanitary Sewer Mantenance Hole	522.10.02 / SC-B-21	13.00	EA	$6,000.00	$78,000.00
21	Asphalt Removal and Resurfacing	1137.01 / 728.04.05	11580.00	SY	$52.00	$602,160.00
22	Type 1 Directional Ramp	832.06 / SC-B-23	2.00	EA	$6,000.00	$12,000.00
23	Concrete Removal and Replacement	1151.00	244.00	SY	$175.00	$42,700.00
24	Construction Survey	SC-B-6 / SC-B-7 / Addendum 1	1.00	LS	$30,000.00	$30,000.00
25	Survey Monument Restoration	SC-B-6 / Addendum 1	1.00	EA	$1,800.00	$1,800.00
26	Replacement of Non-Copper Water Service Lines	SC-B-25 / Addendum 1	0.00	EA	$12,000.00	$0.00
27	Mobilization	1124.00	1.00	LS	$120,000.00	$120,000.00
28	Citizen Notification	1181.00 / SC-B-4	1.00	LS	$17,500.00	$17,500.00
29	Traffic Control	SC-B-4	1.00	LS	$105,000.00	$105,000.00
30	Trench Maint. & Project Site Clean Up	SC-C-1	1.00	LS	$80,000.00	$80,000.00
31	Best Management Practices (BMPs) For Stormwater Management	SC-B-25	1.00	LS	$20,000.00	$20,000.00
32	Minor Contract Revisions	SC-A-11	100000.00	EA	$1.00	$100,000.00
						TOTAL
						$4,662,989.00

Assumed F/A to be at $1 per each.

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTAL CHECKLIST:

Bid Proposals shall be submitted in the order listed below with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive**.

- ☑ Submit completed Bid Bond, Bid Proposal, Bid Schedule, Required Contractor Submittal, and any other attachments requested.
- ☑ Submit Evidence of Minimum Required Qualifications listed on page 9.
- ☐ Submit implementation timeline and warrantees, if applicable.
- ☑ Attach Contractor's Licensing, if applicable.
- ☑ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable.
- ☐ Variations: Checking this box indicates that the contractor has variations to this solicitation. Identify all variations and exceptions to this CSB on a separate sheet/s of paper. If variations are not stated in the contractor's Offer, it shall be agreed that the contractor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a vendor contract is considered excessive in variations and may be cause for determining that the Bid is non-responsive and ineligible for award.

REFERENCES:

☐ Check here if Contractor's standard reference sheet is attached, otherwise, use the space below.

Name: City and County of Broomfield Contact Person: Hans A Jorgenson

Address: 3951 W 144th Ave. Broomfield, CO 80023

Telephone No: 303-438-6378 Email: hjorgenson@broomfield.org

Describe type of work/service performed or items supplied:

Multiple projects in Broomfield and for Broomfield. Hans is the construction inspection supervisor

Name: Colorado Civil Group Contact Person: Glenn Parr

Address: 2204 Hoffman Dr. Loveland, CO 80538

Telephone No: 970-278-0029 x 105 Email: gparr@ccginc.us

Describe type of work/service performed or items supplied:

Glenn is the Engineer/Inspector for the St Vrain WTP Pipeline project that EZ Completed

Name: Toll Brothers Contact Person: Andrew Hays

Address: 10 Inverness Dr. East Englewood, CO 80112

Telephone No: 970-589-1319 Email: ahays@tollbrothers.com

Describe type of work/service performed or items supplied:

Subdivision development. Andrew is the Sr Land Development Manger

Preble Creek Waterline

Broomfield, Colorado

Original Contract
$599,414.00

Final Contract
$673,687.17

Scope
Erosion Control
Wet Utilities

Change Order Reasoning

- CCOB Changes to plans

Completion Date
6/30/19

Owner
Moltz Construction, Inc.

Preble Creek Waterline was a 24” Water Transmission Pipeline project for Moltz Construction care of the City and County of Broomfield. It consisted of 2,000’ of 24” C905 DR 18 PVC pipe with 43’ of a 36” bored steel casing pipe. EZ also installed and maintained all the erosion control for the project.

Taking on the Preble Creek Waterline in the winter added some challenges that EZ had to overcome to complete this project on schedule. Running into unexpected ground water required EZ to create multiple ground water barriers and dewater a large portion of the work.

County Road 3

Johnstown, Colorado

Original Contract
$3,284,616.00

Current Contract
$3,504,928.33

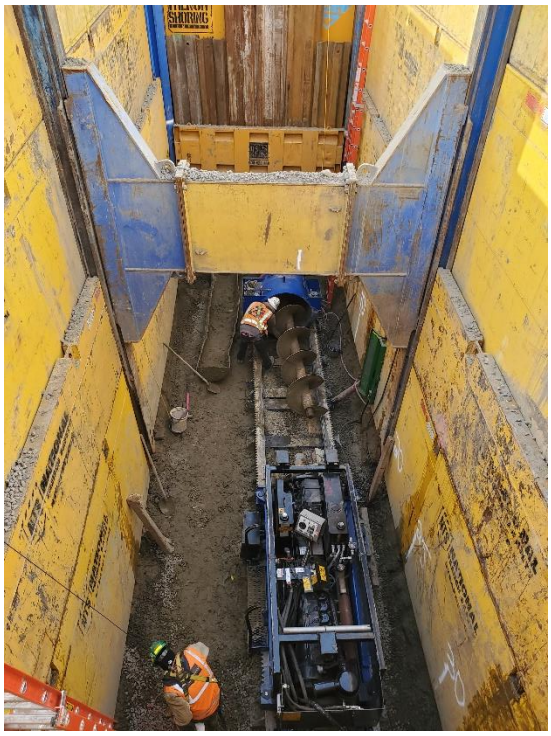
Scope
Earthwork
Wet Utilities
Asphalt Paving

Change Order Reasoning
- Owner added scope
- Plan Changes

Completion Date
Bore/Culvert
4/1/21
Road Widening
11/1/22

Owner
Oakwood Homes
Chris Carlton
(512) 994-5057

County Road 3 is a turnkey infrastructure project EZ Excavating was contracted to complete by Oakwood Homes. The project consisted of 16” water line with deep bores under a box culvert. Over 50,000 yards of earthwork, 1.5 miles of water line, utility crossings, large diameter bores and large reinforced concrete storm drainage.



One of the challenges on this project was installing a box culvert under County Road 3 in an existing irrigation ditch. After installation to facilitate the 16” water line, we had to bore casing pipe under the ditch and maintain 10’ of clearance between the bottom of the box culvert and the water line making the bore depth over 20’.

ST Vrain WTP Phase 1

Firestone, CO

Original Contract
$3,480,936.00

Current Contract
$3,741,685.90

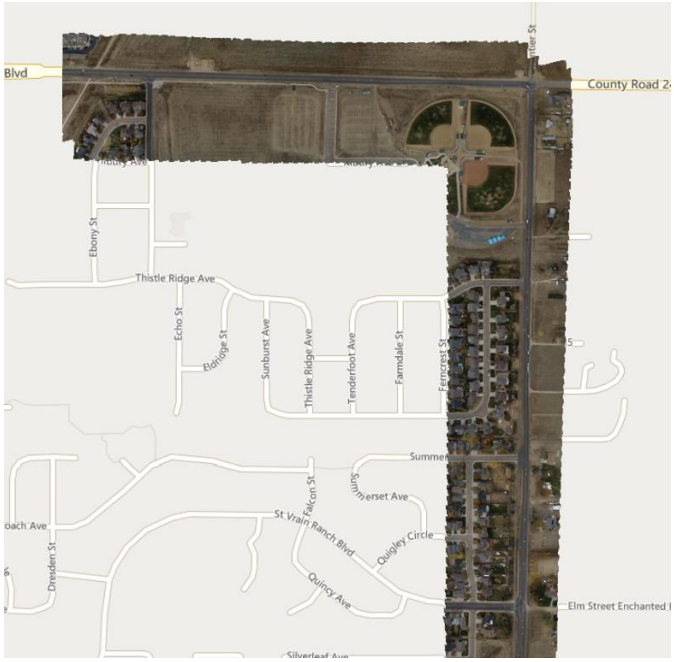
Scope
16” Water Transmission Pipeline

Change Order Reasoning
- Unidentified Underground utilities
- Plan Changes

Completion Date
10/1/22

Owner
Town of Firestone/St Vrain

St Vrain Water Transmission Pipeline Phase 1 is a project for St Vrain and the Town of Firestone. EZ Excavating installed over 2 miles of new 16” C900 DR18 and DR14 water pipe. The pipeline wove through historic districts of the Town of Firestone with multiple street crossings and almost a mile of pipe parallel and under existing roadway.



EZ Excavating dealt with many residents and access requirements on this project having to bore a 60” and 30” casing pipe under a ditch and driveway to complete this waterline. Crossing unmarked high profile AT&T lines and working with local municipalities, EZ Excavating completed this project well before contract requirements even with the supply chain issues of 2022.

Storm Drainage Rehab and Improvements

Longmont, Colorado

Original Contract
$1,312,254.20

Final Contract
$1,276,660.21

Scope
Traffic Control
Storm Drainage
Street Rehab

Change Order Reasoning

- Reduction in quantity due to field conditons

Completion Date
6/30/19

Owner
City of Longmont

The Longmont Storm Drainage Rehab and Improvements was a public project in and for the City of Longmont where EZ Excavating was responsible for removing, replacing and upgrading existing storm drainage. As a turnkey project EZ was responsible for all demo, hazardous waste, traffic control and utility installation on the project.

Working in city streets always has its challenges. EZ overcame these challenges to finish the project ahead of schedule and receive the full early completion incentive. Installing new storm sewer, manholes and water lowerings while protection pedestrians and traffic was a coordination effort that showed the skill and dedication of our staff.

Superlot 5

Superior, Colorado

Original Contract
$2,899,200.80

Current Contract
$3,226,409.40

Scope
Wet Utilities

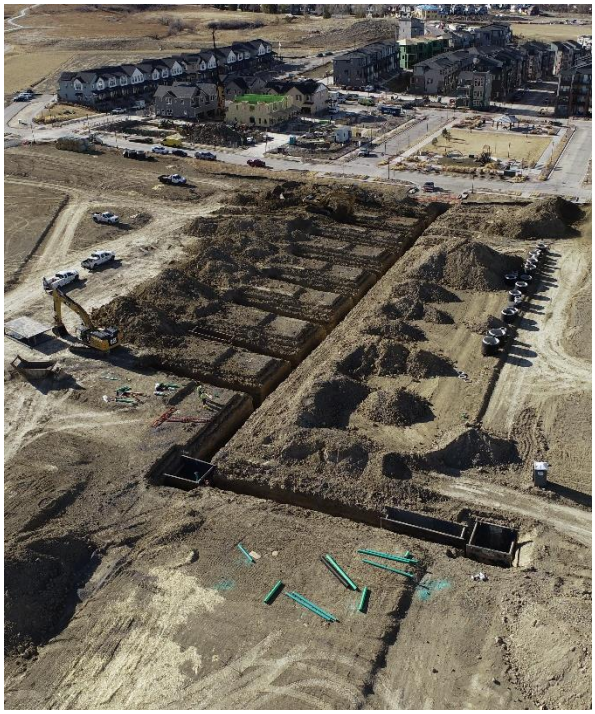
Change Order Reasoning

- Owner added scope
- Plan Changes

Completion Date
8/1/21

Owner
Toll Brothers
Andrew Hays
(970) 589-1319

Superlot 5 is a multiple phase project that EZ Excavating was contracted to complete by Toll Brothers. The project includes 8” Water main, 8” sewer main with a 6” perforated sewer underdrain and over 300 water and sewer services. Not to forget Class IV RCP with multiple inlets, outlet structures and forebays.



With the additional curb drains and large stockpile export that has been added to EZ’s contract, we have worked with the owner to schedule multiple crews on-site to keep the project moving forward. All while dealing with the Town of Superior’s very strict utility specifications and providing a top-quality product.

8123 Indian Peaks Ave.
Frederick, Colorado 80516

Phone: (303) 772-8121
Fax: (303) 772-3640

Joel Burd
Operations Manager

QUALIFICATIONS

Field Work: Joel has over 35 years of pipeline experience. Joel was a heavy equipment operator for 15 of these years. He was a mainline trackhoe operator for 10 years. He was a site superintendent for six years, nine years as general superintendent and the last five years as operations manager.

Training and Development: Joel is responsible for the development and training of the members of various crews in their respective trade (utilities, earthwork, paving).

Problem Solving: Resolves day-to-day field problems crews encounter. These include equipment performance, unforeseen site conditions, scheduling, and personnel selection for specific activities that highlight their strengths.

Management: Responsible for managing field personnel, job site activities, quality performance, quality control, job site safety, scheduling, crew production efficiency and rate.

Planning: Develops daily and weekly goals for crews. Develops job site staging plans, construction activity sequencing, and material deliveries. Meets with customers and city officials to for weekly project planning meetings.

8123 Indian Peaks Ave.
Frederick, Colorado 80516

Phone: (303) 772-8121
Fax: (303) 772-3640

Jason Messervy
Pipe Division Superintendent

QUALIFICATIONS

Field Work: Jason has over 25 years of pipeline experience. He was a mainline trackhoe operator for 5 years. He has been a site superintendent for ten years and currently holds the position of pipe division superintendent.

Training and Development: Jason is responsible for the development and training of the members of his crew in their respective trade (operator, pipe layer, top of ditch).

Problem Solving: Resolves day-to-day field problems his crew encounters. These include equipment performance, unforeseen site conditions, scheduling, and personnel selection for specific activities that highlight their strengths.

Management: Responsible for managing field personnel, job site activities, quality performance, quality control, job site safety, scheduling, crew production efficiency and rate.

Planning: Develops daily and weekly goals for crews. Develops job site staging plans, construction activity sequencing, and material deliveries.

8123 Indian Peaks Ave.
Frederick, Colorado 80516

Phone: (303) 772-8121
Fax: (303) 772-3640

Nick Davies
Vice President

EDUCATION: B.S. Construction Management Dec. 2002 GPA 3.7
Colorado State University, Fort Collins, CO

PROFESSIONAL EXPERIENCE:

1996 to Present

- Vice President 2003 to Present
- Implemented B2W Software and trained other company personnel on its use.
- Estimated over one hundred utility infrastructure projects ranging in size from $2,000 to $8,200,000.
- Coordinated job startup and close out meetings; established and managed budgets for projects ranging in size from $20,000 to $8,200,000.
- Managed six-man crews for the installation of utility infrastructure of new subdivisions.
- Completed Competent Person Training and Confined Space Safety Training.
- Worked as a labor, pipe layer, and heavy equipment operator.

SKILL SET:

- **SOFTWARE:** Proficient in Hard Dollar Estimating, Maxwell Systems Pro Contractor Software; B2W Estimating, Foundations Accounting Software, Microsoft Office Products
- **ESTIMATING:** Ability to complete both conceptual and detailed cost estimates.
- **ENGINEERING:** Good basic understanding of the principles behind soil mechanics and foundation design; concrete and steel structure design; and wood timber framing.
- **BUSINESS:** Completed coursework in accounting; business management; financial management; business law; and construction economics.
- **LANGUAGE:** Completed over ten college credits in Spanish.

8123 Indian Peaks Ave.
Frederick, Colorado 80516

Phone: (303) 772-8121
Fax: (303) 772-3640

Alex Alvarado
Asphalt/Field Superintendent

QUALIFICATIONS

Field Work: Alex has over 35 years of asphalt experience. During this time, he has been both a laborer and an operator of many different types of paving and grading equipment. He has attended many asphalt conferences and was an attendee at a Blaw Knox factory school in Mattoon, Illinois.

Management: Alex was a foreman of an asphalt crew from 1992 to 1998. He became a superintendent in 1998 and has continued in this role to the present day. He has managed subgrade prep, patching, and paving crews throughout this time. His duties include training, scheduling, and communicating with customers, Geotechs, inspectors, asphalt suppliers, and subcontractors as needed.

Problem Solving: Alex achieves success by maintaining a good attitude and involving others in the process. He develops paving plans that work best for trucking and crew members in order to increase productivity and to create a quality product. He communicates well with suppliers, crew members, and trucking dispatch.

Customer Satisfaction: Alex has worked face to face with many customers over the years and has had much success achieving customer satisfaction. He has done this through communication and through completing projects on time and with quality workmanship.

Public Works Department - Engineering Division
8101 Ralston Rd. Arvada, CO 80001

720-898-7640(Phone)

engineeringpermits@arvada.org
(email)
www.arvada.org

MUNICIPAL CONTRACTOR'S LICENSE
CONTRACTOR RIGHT OF WAY
AEC337

CONTRACTOR INFORMATION
E-Z EXCAVATING, INC.
P.O. BOX 1439
LONGMONT CO 80502-143

LICENSE INFORMATION
Expiration: 5/13/2025
License Grades: MUNICIPAL GENERAL CONTRACTOR,
Authorized Signers: Nick Davies

Fee	Paid Amount	Paid Date
$220.00	$220.00	5/13/2024

Jenny Wolfschlag P.E.

Jenny Wolfschlag, P.E.
City Engineering

Contractor's Responsibilities:
*****Notes Regarding Permits:** **License and Permit**: Municipal General Contractor License holder is the sole responsibile party accountable for the work performed by subcontractors and is responsible for compliance with all city codes, specifications, and approved construction drawings. **Permitee:** The municipal General Contractor is responsible for applying for and managing the permit. Subcontractors will perform their portion of the larger project under the supervision of the Municipal General Contractor and will no longer be required to obtain a separate city license or permit. **Work without a permit**: Anyone working within City of Arvada R.O.W. without a valid permit shall be assessed a surcharge equal to twice the value of the required permit or $250.00, whichever is larger. **Inspections**: Inspections must be scheduled through arvadapermits.org by 7am on the day of inspection. **Trench Backfill**: Trenches less than 50 feet in length shall be backfilled with a flowable fill material. Trenches longer than 50 feet shall be backfilled with a select material approved by the City prior to placement of backfill. **Traffic Control**: A copy of the permit and the approved traffic control plan shall be on the project site at all times that work is being performed. **New Streets**: If the street, or last maintenance of the street, is less than 3 years old, the contractor must have approval through the Public Works Director to cut the street in accordance with Arvada Code 78-308. If the street, or last maintenance of the street is between 4 and 5 years old, the required restoration work must be completed within 7 daysin accordance with Arvada Code 78-307. **Failure to Comply**: Failure to comply may result in a Stop Work Order, suspension/revocation of permit, or of license.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Olson & Olson Ltd
5655 S Yosemite Street #200
Greenwood Village CO 80111

CONTACT NAME:
PHONE (A/C, No, Ext): 303-867-2055 **FAX (A/C, No):** 303-867-2074
E-MAIL ADDRESS: olson-certificates@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Allmerica Financial Alliance Insurance Company	10212
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED E-ZEXCA-01
E-Z Excavating, Inc.
P.O. Box 1439
Longmont CO 80502-1439

COVERAGES **CERTIFICATE NUMBER:** 1799458814 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			TB2Z91474680023	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			AS2Z91474680013	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** X OCCUR			TH7Z91474680043	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WC2Z91474680033	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Pollution Liab			03129385	7/1/2023	7/1/2024	1,000,000 per occ.	2,000,000 Aggr.
B	Professional Liability			03129385	7/1/2023	7/1/2024	1,000,000 per claim	2,000,000 Agg.
							Policy Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

A WRAP EXCLUSION APPLIES PER POLICY TERMS AND CONDITIONS

Other Coverages:

See Attached...

CERTIFICATE HOLDER

City of Arvada
8101 Ralston Road
Arvada CO 80002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darrell C R Olson

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AGENCY CUSTOMER ID: E-ZEXCA-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Olson & Olson Ltd	E-Z Excavating, Inc. P.O. Box 1439 Longmont CO 80502-1439
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

GENERAL LIABILITY:
CG2010 Blanket Additional Insured – Ongoing Operations status when required by written contract
CG2037 Blanket Additional Insured – Competed Operations status when required by written contract
CG2404 Blanket Waiver of Subrogation applies when required by written contract.
LC2420 Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract
LC2058 Blanket Additional Insured state or governmental agency or subdivision or political subdivision – permits or authorizations
LC2058 Blanket additional insured - lessor of leased equipment

AUTO LIABILITY:
AC8423 Blanket Additional Insured status applies when required by written contract.
AC8407 Blanket Waiver of Subrogation applies when required by written contract.
AC8423 Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.
Auto Physical Damage Comprehensive and Collision coverage per vehicle description.

WORKERS COMPENSATION
WC000313 Blanket Waiver of Subrogation applies when required by written contract.

UMBRELLA $5,000,000 Excess of Primary LIABILITY
Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability and Employers Liability.
Additional insured coverage extends on a follow form basis for General Liability and Auto Liability.
LMU2446 Amendment of Conditions Other Insurance Primary and Non-Contributing
LCU0001 Waiver of Subrogation

POLLUTION AND PROFESSIONAL LIABILITY:
ENV-CPP 00003 00 Policy Coverage Form Includes:
Blanket Additional Insured status when required by written contract or written agreement for Pollution liability.
Blanket Waiver of Subrogation applies when required by written contract for Professional and Pollution Liability.
ENV-CPP 0071 00 (07/20) Blanket Primary Noncontributory when required in a written contract

PROPERTY POLICY
Policy Number: RH4H65878002
Policy Effective Date: 7-1-2023 to 7-1-2024
Insurer: Hanover Insurance Company (NAIC #22292)
Business Personal Property Limit: $570,000
Deductible: $2,500

CONTRACTORS EQUIPMENT POLICY
Policy Number: RH4H65878002
Policy Effective Date: 7-1-2023 to 7-1-2024
Insurer: Hanover Insurance Company (NAIC #22292)
Scheduled Equipment Limit: $14,885,272
Deductible: $2,500 for items valued under $100,000 and $5,000 for items over $100,000
Leased/Rented Equipment limit: $1,000,000

INSTALLATION FLOATER
Policy Number: RH4H65878002
Policy Effective Date: 7-1-2023 to 7-1-2024
Insurer: Hanover Insurance Company (NAIC #22292)
Limit per jobsite: $800,000
Temporary Storage: $800,000
In Transit: $200,000
Deductible: $5,000

IMPORTANT:
The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to olson-certificates@nfp.com

Re: Contractors License

Additional Insured Government agency for license or permit

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CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: R24-071, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003

Report in Brief

In April 2024, the Early College of Arvada building came on the real estate market for sale. The City of Arvada was interested in acquiring this property and on April 26, 2024, the City made an offer to purchase the building. On May 10th, the City of Arvada contracted to purchase the building. The City has an interest in purchasing this property and using it for purposes that have not yet been defined, but could include uses such as locating various non-profits in one location; a navigation center; a 24/7 emergency shelter, or other similar activities.

Financial Impact

The funding for the purchase of the school will come from the General Fund and is built into the 2025-2026 10-year financial plan. The City continues to work with its outside partners to try and offset the purchase price and any possible remodel costs.

Background

In April 2024, the Early College of Arvada building came on the real estate market for sale. The City of Arvada was interested in acquiring this property and on April 26, 2024, the City made an offer to purchase the building. On May 10th, the City of Arvada contracted to purchase the building. Since contracting to purchase the building, the City has gone through a due diligence process including inspections of the building, the mechanical components, infrastructure, ADA, and general grounds including the parking lot and exterior finish. The City did not find significant issues as a result of the inspection process. The City is on track to close on the purchase of the property on July 20, 2024.

Discussion

The purchase of this property will provide an opportunity for the City of Arvada to use this property for multiple purposes. While a specific purpose has yet to be defined, the property could be used for locating various non-profits in one location; a navigation center; a 24/7 emergency shelter, or other similar uses.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

City Council Strategic Result: Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness.
Goal 1: Develop a homelessness strategic plan that will set a path forward for street outreach, 24/7 emergency shelter,

partnership agreements for the provision of services and transitional housing opportunities. The strategic plan will consider the feasibility of and opportunities for a navigation center.

Alternative Courses of Action

The City Council could decide not to move forward with the purchase of property.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-071, A Resolution approving a contract to buy and sell real estate by and between the City of Arvada and ECHSA Building Corporation, owner of property, located at 4905 W. 60th Avenue, Arvada, CO 80003.

Suggested Motion:

I move that R24-071, A Resolution Approving a Contract to Buy and Sell Real Estate by and between the City of Arvada and ECHSA Building Corporation, Owner of Property located at 4905 W. 60th Avenue, Arvada, CO 80003, be (approved) (rejected).

Prepared by:
Don Wick, Deputy City Manager

Reviewed by:

Approved by:

Tammy Hedlund, Legal Specialist	7/2/2024
Bryan Archer, Director of Finance	7/2/2024
Emily Grogg, Senior Assistant City Attorney	7/2/2024
Rachel Morris, City Attorney	7/3/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 24-071

A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF ARVADA AND ECHSA BUILDING CORPORATION OWNER OF PROPERTY LOCATED AT 4905 W. 60TH AVENUE, ARVADA, CO 80003

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Contract to Buy and Sell Real Estate, in substantially the same form as attached hereto, by and between the City of Arvada and ECHSA Building Corporation, to buy real estate located at 4905 W 60th Avenue, Arvada, CO 80003.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of July, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

>

Marcum Commercial Advisors
12420 W. 54th Dr., Unit 1 Arvada, CO 80002
Scott A. Marcum
Broker/Owner
scott@marcumcommercial.com
Ph: 303-403-1333

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

(☒ Property with No Residences)

(☐ Property with Residences-Residential Addendum Attached)

Date: ***5/20/2024***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***City of Arvada*** (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***In Severalty***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***ECHSA Building Corporation*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Adams***, Colorado (insert legal description):

SUB:CREDIT UNION PARK LOT:1

known as: ***4905 W 60th Avenue, Arvada, CO 80003***

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including ***n/a*** remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☒ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this

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Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

any and all fixtures, furniture, and equipment on or in the Property.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

None

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: ***n/a***; and the use or ownership of the following storage facilities:

n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

n/a

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

n/a

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except ***n/a***. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

n/a

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient ***n/a*** deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

n/a

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***n/a***.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**

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Deadline.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***7:00 PM MDST***
2	§ 4	Alternative Earnest Money Deadline	***5 Days After MEC***
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***5 days after MEC***
4	§ 8	Record Title Objection Deadline	***40 days after MEC***
5	§ 8	Off-Record Title Deadline	***5 days after MEC***
6	§ 8	Off-Record Title Objection Deadline	***37 days after MEC***
7	§ 8	Title Resolution Deadline	***40 days after MEC***
8	§ 8	Third Party Right to Purchase/Approve Deadline	***n/a***
		Owners' Association	
9	§ 7	Association Documents Deadline	***n/a***
10	§ 7	Association Documents Termination Deadline	***n/a***
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	***5 days after MEC***
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	***n/a***
		Loan and Credit	
13	§ 5	New Loan Application Deadline	***n/a***
14	§ 5	New Loan Terms Deadline	***n/a***
15	§ 5	New Loan Availability Deadline	***n/a***
16	§ 5	Buyer's Credit Information Deadline	***n/a***
17	§ 5	Disapproval of Buyer's Credit Information Deadline	***n/a***
18	§ 5	Existing Loan Deadline	***n/a***
19	§ 5	Existing Loan Termination Deadline	***n/a***
20	§ 5	Loan Transfer Approval Deadline	***n/a***
21	§ 4	Seller or Private Financing Deadline	***n/a***
		Appraisal	
22	§ 6	Appraisal Deadline	***n/a***
23	§ 6	Appraisal Objection Deadline	***n/a***
24	§ 6	Appraisal Resolution Deadline	***n/a***
		Survey	
25	§ 9	New ILC or New Survey Deadline	***35 days after MEC***
26	§ 9	New ILC or New Survey Objection Deadline	***37 days after MEC***
27	§ 9	New ILC or New Survey Resolution Deadline	***40 days after MEC***
		Inspection and Due diligence	
28	§ 2	Water Rights Examination Deadline	***n/a***

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29	§ 8	Mineral Rights Examination Deadline	***n/a***
30	§ 10	Inspection Termination Deadline	***37 days after MEC***
31	§ 10	Inspection Objection Deadline	***37 days after MEC***
32	§ 10	Inspection Resolution Deadline	***40 days after MEC***
33	§ 10	Property Insurance Termination Deadline	***40 days after MEC***
34	§ 10	Due Diligence Documents Delivery Deadline	***5 days after MEC***
35	§ 10	Due Diligence Documents Objection Deadline	***37 days after MEC***
36	§ 10	Due Diligence Documents Resolution Deadline	***40 days after MEC***
37	§ 10	Environmental Inspection Termination Deadline	***40 days after MEC***
38	§ 10	ADA Evaluation Termination Deadline	***n/a***
39	§ 10	Conditional Sale Deadline	***n/a***
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	***n/a***
41	§ 11	Estoppel Statements Deadline	***n/a***
42	§ 11	Estoppel Statements Termination Deadline	***n/a***
		Closing and Possession	
43	§ 12	Closing Date	***60 days after MEC***
44	§ 17	Possession Date	***Upon Delivery of Deed***
45	§ 17	Possession Time	***n/a***
46	§ 27	**Acceptance Deadline Date**	***5/23/2024*** Thursday
47	§ 27	**Acceptance Deadline Time**	***6:00 PM MST***
48	***n/a***	***n/a***	***n/a***
49	***n/a***	***n/a***	***n/a***

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

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4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ ***6,350,000.00***	
2	§ 4.3.	Earnest Money		$ ***75,000.00***
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7	***n/a***	***n/a***		$
8	***n/a***	***n/a***		$
9	§ 4.4.	Cash at Closing		$ ***6,275,000.00***
10		**Total**	$ ***6,350,000.00***	$ ***6,350,000.00***

4.2. Seller Concession. At Closing, Seller will credit to Buyer $***n/a*** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a ***Good Funds***, will be payable to and held by ***Land Title Guarantee Company*** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1 and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

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4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at $***n/a*** per ***n/a*** including principal and interest presently at the rate of ***n/a***% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ ***n/a***.

Buyer agrees to pay a loan transfer fee not to exceed $***n/a***. At the time of assumption, the new interest rate will not exceed ***n/a***% per annum and the new payment will not exceed $***n/a*** per ***n/a*** principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $***n/a***, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ **Will** ☐ **Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by ***n/a*** in an amount not to exceed $***n/a***.

4.7. Seller or Private Financing. (Omitted as inapplicable)

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**

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Deadline, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

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7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance

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Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer,** for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or

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before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. ~~If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before~~ ~~**Third Party Right to Purchase/Approve Deadline,**~~ ~~this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.~~

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING,

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WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ **Does** ☐ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2) ☒ **New Survey** in the form of ***ALTA Survey***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer** or:

n/a

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***Buyer`s Broker(s)*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline** , Seller

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agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, " **Where Is**" and " **With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. ~~Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.~~

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other

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occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.4.2.** Property tax bills for the last ***2*** years;

☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

☒ **10.6.1.4.5.** Operating statements for the past ***2*** years;

☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ***3*** years;

☐ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☐ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.4.13.** Other:

Any of the documents required in this Section 10.6.1.4 will only be provided to the Buyer if readily accessible or in the possession of the Seller.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract

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is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ **Seller** ☒ **Buyer** will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ***n/a***, at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ***45*** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☒ **Seller** ☐ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. ~~This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as~~ ***n/a*** ~~. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before~~ ~~**Conditional Sale Deadline**~~ ~~if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before~~ ~~**Conditional Sale Deadline,**~~ ~~Buyer waives any Right to Terminate under this provision.~~

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. ~~Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

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11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. ~~Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline,** statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

11.1.1. ~~The commencement date of the Lease and scheduled termination date of the Lease;~~

11.1.2. ~~That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

11.1.3. ~~The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

11.1.4. ~~The amount of monthly (or other applicable period) rental paid to Seller;~~

11.1.5. ~~That there is no default under the terms of said Lease by landlord or occupant; and~~

11.1.6. ~~That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

11.2. Seller Estoppel Statement. ~~In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**~~

11.3. Estoppel Statements Termination. ~~Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline,** based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline.** Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by ***designated Title Company***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract,

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including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ ***n/a*** deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** ***n/a***.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A.**

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed $***350*** for:

☐ Water Stock/Certificates ☐ Water District

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ ***n/a***

and must be paid at Closing by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not

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occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

☐ **Taxes for the Calendar Year Immediately Preceding Closing**

☒ **Most Recent Mill Levy and Most Recent Assessed Valuation,** adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

n/a

16.1.2. Rents. ~~Rents based on ☐ **Rents Actually Received** ☐ **Accrued.** At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.~~

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and

n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. ~~Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and~~ //

n/a

~~Association Assessments are subject to change as provided in the Governing Documents.~~

17. POSSESSION.

Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $ ***500*** per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

General Provisions

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18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines

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in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable

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attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or ***n/a***.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken

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together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

29.1. NO INDEMNIFICATION BY ARVADA. Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.

29.2. Seller to provide Buyer with a list of all items to be included in the sale of the Property ten (10) days prior to the expiration of the Inspection Objection Deadline. All items shall be transferred via a Bill of Sale at Closing. The Initial, and potentially FINAL, List is provided as an attachment to this contract (Inventory List -4905 W. 60th.xls).

29.3. In Section 2.5.3 Other Inclusions. Added to the end of the last sentence, …and that are owned by the Seller.

29.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIM BASED ON ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO MAKE ANY CLAIM AGAINST SELLER BASED ON THE VIOLATION OF ANY ENVIRONMENTAL LAWS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE

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PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:
Inventory List -4905 W. 60th.xls

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:
n/a

Signatures

Lauren Simpson, Mayor Date: ***5/21/2024***

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Buyer: ***City of Arvada***
By: Lauren Simpson, Mayor
Address:***8101 Ralston Rd. Arvada CO 80002***
Phone: Fax:
Email Address: ***lsimpson@arvada.org***

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Margaret McLaughlin, President Date: ***5/20/2024***
Seller: ***ECHSA Building Corporation***
By: Margaret McLaughlin, President
Address:***4905 W 60th Ave. Arvada CO 80003***
Phone: Fax:
Email Address:

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: ***Marcum Commercial Advisors***

Brokerage Firm's License #: ***100041681***

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Date: 5/20/2024

Broker's Name: *Scott A. Marcum*

Broker's License #: *100012652*

Address: *12420 W. 54th Dr., Unit 1 Arvada, CO 80002*

Phone No.: *303-403-1333*

Fax No.:

Email Address: *scott@marcumcommercial.com*

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** .

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name:

Brokerage Firm's License #:

Broker's Signature _____ Date: _____

Broker's Name:

Broker's License #:

Address: ,

Phone No.:

Fax No.:

CTMeContracts.com - ©2024 MRI Software LLC

Email Address:

CBS3-6-23. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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Seller(s) Initials: EC LS

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CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks
In May 2022, Council authorized a contract with the Colorado Behavioral Health Administration for grant funding for the Arvada Police Department (APD) Co-Responder Program. This amendment increases the budgeted grant funding available to the APD Co-Responder Program from 345,000.00 to $347,000.00 for the State's 2024-25 fiscal year, and updates exhibits to current versions. APD Commander Melanie Thornton is in attendance to answer any questions about the grant or the Co-Responder Program.

The Arvada team recommends that the City Council approve R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program.

Financial Impact

Approval of this amendment makes available $347,000 to the City to continue the Co-Responder Program during the State's 2024-25 fiscal year. The grant allows for annual renewals to continue funding of this program beyond fiscal year 2025. The State has committed to continuing this funding, as long as the City and the APD continue to be compliant with the grant's requirements, such as reporting and alignment with State goals, and as long as the State continues to have funding designated for law enforcement-connected co-responder programs. If State funding changes, the grant and Program would be reviewed at that time.

Background

The APD established the APD Co-Responder Program ("Program") in 2016. Mental health "Co-Responders" embedded within the APD respond on scene to make contact with citizens, provide consultation, make linkages with ongoing services, and to assist with on-scene assessment and emergency mental health services. Since the inception of the Program, the Co-Responders have supported the APD's mission by reducing officer time devoted to mental health-related calls for service by assisting on scene, following up with referrals, and working to reduce repeated needs for emergency services by providing service linkages. State grant funding supports the APD program.

Discussion

This resolution authorizes increased grant funding from the State of Colorado Behavioral Health Administration in order to continue the Program.

This funding supports Program efforts to provide mental health referrals and follow-up resources with a variety of therapeutic, substance use, and community-based resources. The Program continues to collaborate with other law enforcement agencies, Fire and EMS agencies, other co-responder programs throughout the State and nationally. The increased funding made available by this amendment will permit the Program to better serve the Arvada community.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This item aligns with Safe Community strategies by supporting the Program's contributions to the APD's community-based policing efforts and interactions with those who require mental health-related services.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program.

Suggested Motion:

I move that R24-072, A Resolution Authorizing Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to Provide Grant Funding to the City for the Arvada Police Department Co-Responder Program, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	6/24/2024
Edward Brady, Deputy Police Chief	6/26/2024
Rachel Morris, City Attorney	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-072

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT #3 TO A STATE OF COLORADO BEHAVIORAL HEALTH ADMINISTRATION CONTRACT #23 IBEH 174364 TO PROVIDE GRANT FUNDING TO THE CITY FOR THE ARVADA POLICE DEPARTMENT CO-RESPONDER PROGRAM

WHEREAS, the State of Colorado ("State") and the City of Arvada ("Arvada") previously entered into a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364 to provide grant funding in the amount of $250,000.00 for the Arvada Police Department Co-Responder Program, dated June 2, 2022 ("Co-Responder Agreement"); and

WHEREAS, the Co-Responder Agreement was amended to increase the budgeted grant amount to Arvada from $250,000.00 to $310,000.00 for the 2023-2024 State fiscal year, and to update certain exhibits; and

WHEREAS, the Co-Responder Agreement was further amended to increase the budgeted grant amount to Arvada from $310,000.00 to $345,000.00, also for the 2023-2024 State fiscal year; and

WHEREAS, State and Arvada now wish to amend the Co-Responder Agreement for the 2024-2025 State fiscal year to increase the budgeted grant amount to Arvada from to $347,000.00, and to update certain exhibits; and

WHEREAS, it is to the mutual benefit of the State and Arvada, and the residents of each, to continue the Co-Responder Agreement as amended.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, Contract Amendment #3 to a State of Colorado Behavioral Health Administration Contract #23 IBEH 174364, to provide grant funding for the Arvada Police Department Co-Responder Program, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of July, 2024.

_____

Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 23 IBEH 174364
Contractor City of Arvada for the use and benefit of the Arvada Police Department	**Amendment Contract Number** 25 IBEH 189718
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $250,000.00 Extension Terms State Fiscal Year 2024 $310,000.00 State Fisval Year 2025 $347,000.00 *Any amount paid as a result of Holdover Letter 25 IBEH 191662 prior to execution of this Amendment shall be deducted from the Current Contract Maximum Amount. Total for All State Fiscal Years $907,000.00	**Contract Performance Beginning Date** July 1, 2024 **Current Contract Expiration Date** June 30, 2025

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	**STATE OF COLORADO**
City of Arvada for the use and benefit of the Arvada Police Department	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
_____ By: ~~Marc Williams~~, Mayor Lauren Simpson	_____ By: Dannette R. Smith, Commissioner, Behavioral Health Administration
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Andrea Eurich / Toni Williamson / Amanda Rios

Amendment Effective Date:_____

Grantee: City of Arvada for the use and benefit of the Arvada Police Department

Supplemental Signature Page

Approved as to Form	**GRANTEE** ATTEST
Aaron Jacks, Sr. Asst. City Attorney	Kristen Rush, City Clerk
ATTEST: _____	ATTEST: _____
Date: _____	Date: _____

-- Signature and Cover Page End --

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2024, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

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

The purpose of this contract amendment is to update and replace the following exhibits: Exhibit A-1, Statement of Work; Exhibit B-2, Budget, and Exhibit C-1, Miscellaneous Provisions with the most current versions for Fiscal Year 2025 contract extension and renewal: Exhibit A-2, Statement of Work; Exhibit B-3, Budget, and Exhibit C-2, Miscellaneous Provisions.

5. MODIFICATIONS

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

A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. REPLACE Exhibit A-1, Statement of Work with Exhibit A-2, Statement of Work, attached hereto and incorporated herein by reference.

D. ADD Exhibit B-3, Budget, attached hereto and incorporated herein by reference.

E. REPLACE Exhibit C-1, Miscellaneous Provisions, with Exhibit C-3, Miscellaneous Provisions, attached hereto and incorporated herein by reference.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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

Exhibit A-2 - Statement of Work

Article 1
Purpose and Target Population

1.1 Purpose. Co-Responder Programs ("Programs") create and foster partnerships between behavioral health professionals and law enforcement, (which may include other first responders if necessary). Co-Responder Programs identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor, and then provide effective responses to involve people in crisis and those with behavioral health needs. The law enforcement officer and the behavioral health specialist's combined expertise aims to improve de-escalation of situations, deflect individuals away from involvement with the criminal justice system and/or unnecessary hospitalization, and link them to appropriate services.

The program and team structure varies between locations to best meet the needs of the community and the partnering agencies, taking population density and other available resources into consideration. There are generally two approaches, a primary or secondary response model. A primary response is the response model in which the clinician is paired with an officer for joint response, and typically the officer's time is dedicated to the program; Secondary response is the response model in which the clinician generally responds to requests from officers or dispatch, and is not generally paired directly with an officer.

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor. The behavioral health provider can provide assessment, crisis intervention services, and referrals on scene. They may also provide follow-up and connections to additional resources when necessary.

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

Article 2
Definitions and Resources

2.1. Definitions & Acronyms

"BAA" means Business Associate Agreement, as defined in Exhibit C - HIPAA Business Associate Addendum - Qualified Service Organization Addendum..

"BHA" means Behavioral Health Administration established in Section 27-50-102, C.R.S.
"CDHS" means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.
"Co-Responder Program" means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.
"**Contract**" means this statement of work, including all other Exhibits associated with this Request for Applications (RFA).herinto incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
"**Contractor**" means the awarded party with whom the BHA will enter into an agreement.
"Critical Incident" means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.
"HIPAA" means the Health Insurance Portability and Accountability Act of 1996
"Program" means Co-Responder program.
"Program/Project Manager" means the person responsible and accountable for managing the Contractor's Co-Responder Program.
" Program Coordination Group" means the group that oversees the Program's implementation and progress.
"RNR" means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.
"**Steering Committee"** means the group responsible for guiding any changes or issues around the implementation and development of the Program.

Article 3
Activities & Services

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

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

3.2. Work Plan:

(a) The Contractor shall provide BHA with a Work Plan as part of the application, using the BHA-provided template, for review and approval.

(b) The Contractor shall meet with BHA monthly to review progress on the work plan.
(c) An updated Work Plan must be submitted on an annual basis, at a minimum, for review and approval.

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

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

3.5. Steering Committee:

(a) The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:
    1. Lead law enforcement agency representative.
    2. Behavioral health service provider representative.
    3. Impacted individual/consumer or family member.
    4. Local hospital representative and;
    5. Regional Crisis Services Administrative Services Organization representative.

(b) The Contractor shall also include other entities in the Steering Committee, which in its determination, are integral to the success of the Program. This may include prosecutors, jail administrators, advocacy groups, and harm reduction organizations.

(c) The Steering Committee shall be charged with the following:
    1. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
    2. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place, or are in the process of being established.
    3. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program.
    4. To designate appropriate staff to make up a Program Coordination Group;
    5. To identify any barriers to the Program's success, and help reduce and resolve the impacts of barriers on the Program (such as identification of facilities).
    6. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.

3.6. Program Coordination Group:

(a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If the creation of two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.

(b) The Program Coordination Group shall:

1. Oversee officer and Program training implementation, as specified in Article 3.10 below.
2. Measure the Program's progress toward achieving stated goals.
3. Resolve ongoing challenges to the Program's effectiveness; and
4. Inform agency leaders and other policymakers of Program costs, developments, and progress.

(c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

3.7. Program/Project Manager: The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Contractor shall communicate via email to BHA any changes to the Manager's contact information within one business day of change.

Partnership Agreements: The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health organizations or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data.

The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

3.8. Data Sharing Agreements: The Contractor shall ensure a data-sharing Business Associates Agreement ("BAA") is developed and put in place between the partner agencies, as applicable by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the BAA, HIPAA, and 42 CFR Part 2.

3.9. Program Policies and Procedures:

(a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.

(b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Section 3.9 (Program Policies and Procedures), to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA, and incorporate any agreed revisions in the final policies and procedures.

(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program:

(1) Target Population and Eligibility Criteria: The Contractor shall identify the target population, develop eligibility criteria, and develop Program

policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include individuals at risk for low-level offenses and misdemeanor crimes and individuals who have had repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

(2) Call Taker and Dispatcher: The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

1. The specific information call takers must gather from calls,
2. Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
3. Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.

(d) Stabilization, Observation and Disposition: The Contractor shall develop policies and procedures to help guide law enforcement officers and/or behavioral health Co-Responders resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer: The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

1. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.
2. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.
3. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy: Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Section 3.17.

(g) Information Exchange and Confidentiality: The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.10. Program Training and Cross-training:

(a) State Program Meeting Requirements: The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program check-in meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.

(b) Contractor Training: The Contractor shall provide training necessary for Contractor's Program to include:

1. Officer Training: The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.
2. Cross-training: The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.11. Service Area: The Contractor shall define the service area that best meets the community's needs.

3.12. Individualized Service Provision: The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.13. The Non-Displacement of Resources: The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.14. Evidence-Based Practices: The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.15. Staff Time Tracking and Invoicing: The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.16. Subcontractor/Partnership Termination: In the event of a termination of a partnership with a subcontractor, such as a case management, service provider, or individuals providing these services internally the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one business day.

3.17. Critical Incident Reporting: If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.18. Period of Performance: From contract execution - June 30, 2024. Potential renewal of contract is subject to approval by the BHA Program Manager for each state fiscal year, if

funding allows, and is subject to compliance and contract performance. State fiscal years end on June 30. New fiscal years begin July 1.

Article 4
Minimum Requirements

4.1. The Contractor shall create, modify, update, or implement and maintain a Co-Responder program in the community they serve.

4.2. The Contractor shall partner with behavioral health specialists to best meet the needs of the community and partnering agencies, taking population density and other available resources into consideration.

4.3. Behavioral health Co-Responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls.

4.4. The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.

4.5. The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training, and resource coordination.

4.6. The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.

Article 5
Deliverables

5.1. Deliverable Table. The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and annually thereafter.
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA 90 days from Contract Effective Date. 2. Final document due to BHA 30 days from reviewed draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within 10 days of changes.
Submit copy of partnership agreement(s)	Upon execution of partnership agreement(s)

Participate in a monthly progress status meeting with the BHA Manager of Co-Responder Services. Meetings may be in-person or via phone or video conference.	Monthly
Monthly data reporting using template provided by BHA, on current performance outcomes	Monthly - 15 days after the end of the reporting month.
Submit copy of subcontract(s)	Upon execution of subcontract(s)
Submit copy of the Steering Committee and Policy Coordination Group Member Rosters* **If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.*	60 days after contract execution and as updated

Article 6
Performance Outcome Measures

6.1. Measure: Number of referrals received and responded to by Program
Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.

6.2. Measure: Number of calls that do not result in arrest
Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

6.3. Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program
Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.

COLORADO
Behavioral Health Administration

EXHIBIT B-3, FY25 ANNUAL BUDGET

BHA Program	Co-Responder

Agency Name	Arvada Police Department
Budget Period	07/01/2024-06/30/2025
Project Name	Co-Responder Unit (CRU)

Program Contact Name, Title	Melanie Thornton
Phone	(720) 898-6721
Email	mthornton@arvada.org
Fiscal Contract Name, Title	Bridgette Roberts, Financial Business Analyst
Phone	(720) 898-6676
Email	broberts@arvada.org
Date Completed	5/9/2024

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

EXPENDITURE CATEGORIES

Personnel Services / Salaried Employees					Annual Budget
Position Title	**Description of Work**	**Gross or Annual Salary**	**Fringe**	**Percent of Time on Project**	**Total Amount Requested from BHA**
Clinician (May)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	$ 88,368.00	$ 32,353.00	100%	$ 120,721.00
Clinician (Fraser)	Responds with law enforcement, provides on-scene de-escalation, assessment, clinical intervention, and linkage to resources	$ 86,519.00	$ 17,736.00	100%	$ 104,255.00
Case Manager (Duhegraham)	Manages incoming referrals, makes outgoing referrals to community-based resources, data entry, compkleted data analyasis, report preparation, and assists clincians in referring clients to resources	$ 72,528.00	$ 23,208.00	100%	$ 95,736.00

Personnel Services / Hourly Employees					Annual Budget
Position Title	**Description of Work**	**Hourly Wage**	**Hourly Fringe**	**Total # of Hours on Project**	**Total Amount Requested from BHA**
					$ -
				Total Personnel Services (including fringe benefits)	**$ 320,712.00**

Contractors / Consultants (payments to third parties or entities)				Annual Budget
Contractor Name	**Description of Work**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
Network Ninja	Collaborate software, annual software fee	$ 9,000.00	1	$ 9,000.00
Clinical Supervision (LAC, LPC)	Clinical supervision for LAC/LPC candidate (ongoing)	$ 100.00	27	$ 2,700.00
			Total Contractors/Consultants	**$ 11,700.00**

Travel				Annual Budget
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
National Co-responder Conference (CorCon)	Airfare	$ 398.00	3	$ 1,194.00

National Co-responder Conference (CorCon)	Hotel (3 people, 3 days)	$ 172.22	9	$ 1,549.98
National Co-responder Conference (CorCon)	Per Diem	$ 180.00	3	$ 540.00
National Co-responder Conference (CorCon)	Ground travel (rental car or rideshare)	$ 398.00	1	$ 398.00
National Association for Addiction Professionals	Airfare	$ 408.00	2	$ 816.00
National Association for Addiction Professionals	Hotel	$ 1,587.00	2	$ 3,174.00
National Association for Addiction Professionals	Per Diem	$ 266.00	2	$ 532.00
National Association for Addiction Professionals	Ground travel (rental car or rideshare)	$ 398.00	1	$ 398.00
				$ -
			Total Travel	**$ 8,602.00**
Supplies & Operating Expenses				**Annual Budget**
Item	**Description of Item**	**Rate**	**Quantity**	**Total Amount Requested from BHA**
National Co-responder Conference (CorCon)	Registration Fee	$ 325.00	3	$ 975.00
International Co-Responder Aliance Membership	ICRA Membership - Group	$ 250.00	1	$ 250.00
Vehicle Lease	Chevy Malibu for co-responder transportation to calls for service and training	$ 396.75	12	$ 4,761.00
				$ -
			Total Supplies & Operating Expenses	**$ 5,986.00**
			TOTAL DIRECT COSTS (TDC)	**$ 347,000.00**
Exclusions from Indirect Cost Base expenses per OMB 2CFR § 200				
			Subaward in excess of $25,000	$ -
			Rent	$ -
			Equipment in excess of $5,000	$ -
			Other Unallowable Expenses	$ -
			Total Expenses per OMB 2CFR § 200	**$ -**
			MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 347,000.00**
Indirect Costs				**Annual Budget**
Indirect Cost	**Description of Item**		**Percentage**	**Total Amount Requested**
Drop Down Box	*Describe what the cost includes and the use of allowance*			
				$ -
			Total Indirect	**$ -**
			TOTAL Request	**$ 347,000.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C-2
Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations. All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than 15 business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.
2. Press Releases. All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.
3. Marketing Materials. Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs funded by this Contract. Marketing materials must be approved by the Contract's assigned BHA program contract over a period of no fewer than 5 business days.
4. All Other Documents. All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.
5. Opinion of BHA. BHA may require the Contractor to add language to documents that mention BHA reading: "The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration."

C. Start-up Costs

If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty (60) days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures / Reductions in Force

If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. The Contractor shall comply with all the provisions and requirements of RFP 2024*106 and with Contractor's solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency,

Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.

b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.

c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or;
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana. Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational

new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements
If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:
- Monthly/quarterly monitoring calls
- Invoice supporting documentation - e.g., timesheets, logs of travel, or wraparound service costs.
- Routine programmatic reports
- Technical assistance and training
- Site visits

II. Use of Subcontracts.

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:
1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit.
4. A copy of this Contract and all its terms and conditions.

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within 30 days of subcontract execution.

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources
The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in **Exhibit B, "Budget." If federal grant dollars,** the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income
Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations
1. The Contractor may reallocate funds between the budget categories of this contract, up to twenty percent (20%) of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms
1. The Contractor shall invoice monthly for services, no later than the 20th of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than 45 days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30 which require revisions must be final by September 10 or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five (45) days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five (45) days after invoice submission to the State.

CITY OF ARVADA

REPORT TO CITY COUNCIL RESOLUTION	AGENDA ITEM 8.B.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Aaron Jacks, Sr. Asst. City Attorney, Police Legal Advisor

The Arvada Police Department (APD) conducts annual driver training for both sworn officers and civilian personnel who operate a motor vehicle in the course of their duties. Some of this training during 2024 will take place at the Colorado State Patrol (CSP) Academy driving track in Golden. CSP requires a basic agreement and a small fee to permit the APD to use the facility for driver training sessions.

This agreement must be approved by Council as an intergovernmental agreement (IGA) between CSP as an agency of the State of Colorado and the APD as a department of the City of Arvada.

The Arvada team recommends that the City Council approve R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Financial Impact

This resolution has no new financial impact- driver training costs are included within existing APD budget lines.

Background

The APD conducts annual driver training. There are very few closed-course driving tracks within a reasonable distance of Arvada. The CSP facility is the closest location available to conduct this training, and it is designed specifically for law enforcement driver training.

In accordance with the City's IGA adoption policy at A.C.C. Section 2-2(2), this IGA may be approved by resolution of the City Council.

Discussion

This IGA is necessary to safely and efficiently conduct APD driver training.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This resolution supports the City's Safe Community strategies by ensuring that APD officers and staff are properly trained to drive safely.

Alternative Courses of Action

NA

Recommendation for Action

The Arvada team recommends that the City Council approve R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track.

Suggested Motion:

I move that R24-073, A Resolution Authorizing a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	6/24/2024
Edward Brady, Deputy Police Chief	6/25/2024
Rachel Morris, City Attorney	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-073

A RESOLUTION AUTHORIZING A COLORADO STATE PATROL ACADEMY 2024 AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING TRACK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, a Colorado State Patrol Academy 2024 Agreement for Use of the Colorado State Patrol Academy Driving Track, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 15th day of July, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

COLORADO STATE PATROL ACADEMY

2024 AGREEMENT FOR USE OF THE COLORADO STATE PATROL ACADEMY DRIVING TRACK

This Agreement, made this June 19, 2024 by and between the Colorado State Patrol Training Academy, 15055 South Golden Road, Golden, Colorado, hereinafter referred to as "Academy" and the **Arvada Police Department,** a law enforcement agency, hereinafter referred to as "User."

WHEREAS, the Colorado State Patrol Academy, owns and operates a vehicle driving track, hereinafter referred to as "Track", that is specifically designed to train the operators of emergency and other vehicles, belonging to governmental and private entities; and,

WHEREAS, the User named above, wishes to engage in driver training using the CSP Driving Track, at the date(s) and time(s) made a part of this Agreement; and,

WHEREAS, the Director of the Academy, by the authority vested in him by the Chief of the Colorado State Patrol, has approved the application of the User to use the Track for official business only.

NOW THEREFORE, in consideration of the mutual covenants made by all parties to the Agreement, they agree as follows:

1. The term of this Agreement shall be from June 19, 2024 to December 31, 2024. The Agreement shall not be renewed automatically. A condition precedent to any renewal of this Agreement shall be subject to the needs of the Colorado State Patrol.

2. The Academy hereby grants to the User permission to use the CSP Driving Track on the date(s) noted in paragraph 1 of this Agreement. This permission is specifically conditioned upon the User's full compliance with each and every requirement, regulation, and policy of the State of Colorado and the Colorado State Patrol, regarding the operation and use of the Track by the User.

3. The User hereby represents to the Academy that it is fully qualified to use the Track for vehicular training activities. If at any time the Academy is notified that the User does not meet the requirements for use of the Track or intends to use the Track for a purpose other than the training of persons to operate emergency or other vehicles for official public or private use, the use of the Track by the User shall be immediately suspended. The Academy reserves the right to approve or deny the personnel, type, nature and duration of any training being conducted at the Track. The Academy may deny or cancel the scheduled use of the Track at anytime for any reason, including but not limited to:

a. The Track has been previously scheduled for use by another entity;

b. Circumstances of local weather, construction or other track conditions exist that pose a threat to the lives or safety of participants using the Track, acts of God, or other conditions beyond the control of the Academy;

c. The training or other use of the Track by the Colorado State Patrol conflicts with other users.

4. The User understands that all activity under this Agreement is to be conducted at the Colorado State Patrol Driving Track, located at Golden, Colorado. All such training shall, at all times, be conducted according to the laws of the state of Colorado and the rules, regulations, policies and procedures of the Colorado State Patrol. The Academy may deny future use of the Track to any user who violates any of the provisions of this Agreement.

5. The User agrees that as a condition precedent to their use of the CSP Driving Track, User shall contact Trooper Daniel O'Brien / Derrick Heller, or their designee at least six (6) weeks in advance of the actual training day upon which User wishes to use the CSP Driving Track, in order to make application for use of the CSP Driving Track through the Academy. User agrees to provide all information required of the User's organization by the Academy, that in the Academy's sole discretion, is deemed necessary to properly review and thereafter act upon the User's request to the CSP Driving Track. The User shall reconfirm their use of the Track by contacting the Academy staff no later than thirty (30) days prior to the first day upon which User shall be using the Track. Failure of the User to do so may result in the forfeiture of User's privileges under this Agreement.

6. The User shall designate a person in User's organization to act as contact between the User and the Academy who can make decisions regarding the request for use of the CSP Driving Track. That person shall fully cooperate with Academy staff prior to, during, and subsequent to the use of the Track by the User.

7. Academy staff shall make available the designated lock combination and all necessary keys to allow User access to and use of the Track, and certain equipment, at the beginning of each training day and thereafter reclaim from the User, such keys, equipment, and access to the Track at the conclusion of each training day. Keys and any other equipment made available to the User for training are to be returned to Academy staff no later than 1700 hours (5:00 p.m.) each day, unless prior arrangements have been made between the User and Academy staff. If User shall lose or fail to return keys or other equipment made available to User, to Academy staff, the User shall be assessed for the costs of replacing such keys or other items of equipment. User shall provide all other equipment and materials, except those provided by the Academy under this section of this Agreement at their own expense. In addition, User shall be responsible for the care and maintenance of the Track during the time that User is using the Track, including but not limited to the removal of snow and other debris from Track premises. User shall promptly remove all equipment and materials they provide, from the Track premises, by no later than 1700 hours (5:00 p.m.) on the last day of User's authorized use of the Track.

8. User shall only erect markings, signs, or barricades, which are not fixtures to the track property, for placement anywhere on the Track during its' training activities. These include but are not limited to: chalk, traffic cones, and wooden barricades. Paint striping, grading, or the placement of rocks or other permanent obstructions or other fixtures, are hereby prohibited. User shall obtain permission to erect such markings, signs, or barricades from Academy staff at least thirty (30) days prior to User’s first day of use of the Track.

9. Training shall remain within the engineer-recommended speed limits which appear on the attached Track course diagram, provided by the Academy. Users shall not drive upon the gravel shoulders of the Track with the exception of the "Off Road Recovery" area.

10. For safety reasons, the entrance gates to the Track must be closed while the Track is in use to prevent unauthorized access. Entrance gates must be locked at the conclusion of each training day, prior to User's departure from the Track.

11. User hereby specifically agrees not to provide any training for any entity other than User. In the event that the User wishes to provide training at the Track for any other entity than User, then User shall execute a separate written agreement for such activities with the Academy.

12. User shall report any and all damage to Track equipment, including but not limited to roadway, traffic cones, structures or facilities no later than the end of each training day, to the Academy staff. The User hereby agrees to repair or replace, at the sole discretion of the Academy, all damage or destruction to the Track equipment, structures or facilities, occasioned by the acts or omissions of the User or their employees, agents or other representatives. All repairs or replacement(s) shall be completed promptly, with quality workmanship, in order to restore the track and its equipment/facilities to their full use in the shortest amount of time possible. Final approval of all repairs/replacements shall be at the sole discretion of Academy staff.

13. User hereby agrees to immediately report to Academy staff any and all injuries to any person that occur while User is using the Track, adjacent structures or facilities. User shall immediately summon emergency fire, police and/or emergency medical assistance, as is appropriate, on behalf of any person injured while User is using the Track, adjacent structures or facilities; and shall provide to Academy staff a complete written report of the circumstances of such personal injury or injuries within twenty-four (24) hours of such incident.

14. The fee for the use of the CSP Driving Track to be charged to User shall be **Five Hundred and Fifty Dollars ($550.00)** per each eight (8) hour session. This fee shall be assessed in eight (8) hour increments.

All fees charged under this Agreement to the User, shall be paid in full to the Academy by the User prior to use of the Track or equipment. In the event that track time by the User is cancelled due to no fault of the User, the fees already paid by the User for Track time, shall be refunded to the User.

15. The User agrees to indemnify, hold harmless, and covenant not to sue, to the extent provided by law, the State of Colorado, the Colorado Department of Public Safety, the Colorado State Patrol, the Colorado State Patrol Training Academy, and all of its officers, employees, agents, and representatives, from any and all liability, that occurs as a result of any act or omission by the User, its' officers, employees, agents, and representatives, resulting from the use of the Track by the User, its' officers, employees, agents, or representatives.

16. Should any of the parts of this Agreement be found by a court of competent jurisdiction to be invalid and of no force and effect, such decision will not affect the validity of the remaining provisions of the Agreement.

17. The provisions of this Agreement shall be interpreted according to the laws of the State of Colorado.

WHEREFORE, the parties to this Agreement hereby execute it the day and year first above written.

COLORADO STATE PATROL ACADEMY ("ACADEMY")

_____

Director Major Jeff Sewell Date

Colorado State Patrol Academy

_____

Mayor Lauren Simpson Date
City of Arvada, on behalf of the Arvada Police Department

Approved as to Form:
Rachel A. Morris, City Attorney

Attest:
Kristen Rush, City Clerk

By: _____ _____

Colorado State Patrol Driving Track

Golden, Colorado

CITY OF ARVADA

REPORT TO CITY COUNCIL ORDINANCE FIRST READING	AGENDA ITEM 8.C.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: CB24-009, An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code (Public Hearing to be set for August 19, 2024 at 6:15 p.m.)

Report in Brief

PRESENTER: Jacob Moyer, Stormwater Administrator

Updates to Chapter 50, Irrigation and Drainage, of Arvada's Municipal Code are proposed to comply with current federal and state environmental regulation. This will also include updates to the City's Stormwater Program that impacts Construction Site Disturbance Permits, updating the associated requirements and fees. The proposed program updates also allow the City to become a Qualifying Local Program with the Colorado Department of Health and Environment (CDPHE) that allows the City to control permit administration and oversight in lieu of CDPHE for all projects resulting in five acres or less of land disturbance.

The Arvada team recommends that the City Council approve CB24-009, An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code.

Financial Impact

No financial impact. The ordinance does not have a direct financial impact; however, a future proposed resolution to the Public Works Administrative Fee Schedule will include updates to the fees for Site Disturbance Permits that are allocated to the Stormwater Utility Enterprise fund.

Background

The City of Arvada holds a Municipal Separate Storm Sewer System (MS4) Phase II General Permit ("MS4 permit") with the Colorado Department of Health and Environment, Water Quality Control Division (Division). The MS4 permit was delegated to the Division by the Environmental Protection Agency (EPA) for the purpose of regulating requirements set forth in the Clean Water Act. Arvada is required to renew the MS4 permit on a five-year cycle; however, due to resource and staff shortages within the Division, this cycle has historically been delayed. The Division first issued an MS4 permit to the City in 2003. The City has twice renewed the MS4 permit, once in 2008 and once in 2016. Under the currently issued 2016 permit, the City is required to fulfill many regulatory requirements within six different program areas. Failure to meet the specific requirements of the MS4 Permit is subject to federal and state enforcement including fines, sanctions, and additional permit requirements.

Chapter 50, Irrigation and Drainage, of Arvada's municipal code has not been updated since 2007, including the associated permit fees. Internal and external audits of the program were conducted in 2019 by the Colorado Department of Health and Environment (CDPHE) and again in 2021 by an outside consultant. In response to these audit findings and municipal code update needs, the City staff examined and proposed revisions to Chapter 50 of the Arvada City Code, which pertains to drainage and stormwater quality. The proposed ordinance revisions close the gaps in language, address compliance with federal and state regulations, and modify and evolve Stormwater Program elements to better align with the City's strategic goals and resources.

Discussion

The primary revisions to Chapter 50 of the Arvada City Code include:

1. Changing Site Disturbance Permit threshold requirements from 10,000 sq. ft. to 0.5 acres.

2. Removing specific permit fees from Chapter 50 and adding the fees to the Public Works Administrative Fee Schedule, which will be presented under a separate resolution.
3. Providing clear references to enforcement provisions that apply to the entire chapter and not just specific sections of the chapter.
4. Introducing fees related to compliance procedures, remediation, and municipal liens for non-compliance with stormwater requirements.
5. Adding an administrative appeals procedure for determinations made by the director.
6. Adding of "Right-of-Entry" for municipal staff to inspect stormwater facilities when necessary.
7. Adding specific exemptions in accordance with the City's MS4 Permit pertaining to unlawful discharges to comply with federal and state regulations.

The proposed ordinance revisions ensure that the City has the necessary clarification and enforcement measures to not only comply with state and federal environmental regulation, but also to ensure that both the Stormwater Program and the City are leaders in the State for stormwater regulation. The revised ordinance is straightforward, fair, and ensures the City's MS4 remains protected from pollutants that could impact the environment or the health, safety, and welfare of the public. The revisions further align Chapter 50 with the City Council's strategic goals of creating a comprehensive environmental regulatory compliance program.

By making these revisions, Arvada staff is also eligible to become a Qualifying Local Program (QLP) with CDPHE. This is considered a prestigious program related to Stormwater Construction Site Management/Oversight and would make Arvada the fourth jurisdiction to be a part of this program throughout the State (others include Lakewood, Golden and Durango). Becoming a QLP eliminates the need for persons (including the City) seeking to develop land and causing land disturbances to obtain a separate permit from the Division if the project is less than five acres. Eliminating this requirement allows the City to have more direct control over the permitting process for small construction projects, reduces possible permit delays by handling permits in-house, and streamlines the permit process related to stormwater construction. There are no foreseen drawbacks to this program as it would not introduce significant changes to workflow and resources for the City.

Approving this ordinance ensures compliance with the Division and the EPA and preserves enforcement options in the event of environmental contamination.

Public Contact

Public Postings of the proposed City Code and Stormwater Program updates include the following:
1. Posting of the City Council agenda.
2. Email correspondence to the list of developers, contractor and engineers on file within Community and Economic Development Department.
3. Public office hours are scheduled to discuss proposed updates.

Commission Recommendation

Strategic Alignment

These actions align with the 2024 City Council Strategic Plan Strategic Results and Services, including:

- Local Economy Strategic Goal 2: Strive to understand the unique needs of our business community and optimize City operations to improve the customer experience.
- Quality of Life Strategic Goal 4: Prioritize policies, practices, and projects for development that protect and sustain a high quality of life for residents and businesses.

- Infrastructure Work System Service 1: Provides the community with a safe, resilient, high-quality water supply, drainage system, waste-water disposal, and solid waste management services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at lowest practical levels with accurate billing that supports robust and reliable infrastructure.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code. A Public Hearing is to be set for August 19, 2024 at 6:15 p.m.

Suggested Motion:

I move that CB24-009, An Ordinance Repealing and Reenacting Chapter 50, Irrigation and Drainage, of the Arvada City Code, be approved on first reading, ordered published in full, and a public hearing set for August 19th, 2024, at 6:15 p.m.

Prepared by:
Jacob Moyer, Stormwater Administrator

Reviewed by:

Approved by:

Jacqueline Rhoades, Public Works Director	6/26/2024
Bryan Archer, Director of Finance	6/26/2024
Tammy Hedlund, Legal Specialist	7/1/2024
Laura Hemler, Assistant City Attorney	7/1/2024
Don Wick, Deputy City Manager	7/1/2024
Rachel Morris, City Attorney	7/2/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-009
ORDINANCE NO._____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 50, IRRIGATION AND DRAINAGE, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada, Colorado, ("City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City owns and operates a municipal separate storm sewer system ("MS4") to promote the safe, efficient, and effective drainage of stormwater and other runoff or discharges;

WHEREAS, the City Council finds that the quality of runoff discharged into the MS4 must, to the maximum extent practicable, be protected from pollutants that could impact the environment or the health, safety, and welfare of the public; and

WHEREAS, the City protects such runoff by regulating land disturbance activities during construction that are likely to cause or increase soil erosion that would cause sediment and pollutants to flow into the City's MS4, waterways, streams, rivers, ponds, and other similar areas; and

WHEREAS, such regulation occurs through the permitting, inspection, and enforcement requirements stated in Chapter 50 of the Arvada City Code; and

WHEREAS, significant portions of Chapter 50 relating to the regulations have not been updated since 2007; and

WHEREAS, other portions of Chapter 50 pertaining to ditches have not been updated since at least 1960; and

WHEREAS, the City's requirements and processes related to the regulations have changed since these last updates; and

WHEREAS, such requirements and processes must be compliant with any permit issued to the City by the Colorado Department of Public Health and Environment, and

WHEREAS, the Arvada City Council now wishes to update Chapter 50 to conform with current City practices and any permit issued to the City by the Colorado Department of Public Health and Environment.

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

Section 1. Chapter 50, Irrigation and Drainage, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"DRAINAGE AND STORMWATER QUALITY

Article I. IRRIGATION AND DRAINAGE DITCHES

Sec. 50-1. Legislative intent and purpose.

The city has multiple irrigation and drainage ditches located within its limits. The City Council has determined that it is pertinent that all such irrigation and drainage ditches are kept, repaired, maintained, and operated in a safe manner in order to enhance the quality of water discharged into the city's municipal separate storm system and reduce the risk of flooding.

Sec. 50-2. Scope.

This article applies to all canals and ditches located within the city.

Sec. 50-3. Definitions.

Ditch or *canal* means a man-made channel or trench or any part thereof within the city designed to manage surface water runoff or convey water for a specific purpose, such as for irrigation.

Owner means any corporation, company, or partnership, regardless of whether created by special act or organized under the general incorporation laws of Colorado, or any persons who own or control any canal or ditch.

User means a person, including a natural person, corporation, company, or other organization, that has the legal right to access and use water from any canal or ditch. A user may include an owner.

Sec. 50-4. Depositing waste; damming or clogging ditches.

It shall be unlawful for any person to deposit waste or debris of any kind or description or in any way dam, clog, or interfere with the water running in any canal or ditch or cause the same to overflow upon the streets, alleys, or public highways of the city.

Sec. 50-5. Owner responsibilities.

(a) *Guards required.* If an owner's ditch pass through a flume or covered ditch having a cross-sectional area equal to or greater than 50 square inches and a length of 20 feet or more, the owner shall ensure that the flume or covered ditch area is guarded at the intake end by suitable bars of steel or wood, spaced not to exceed five inches from centers vertically or horizontally, or some other form of guard equivalent thereto in the opinion of the city's engineering division. It shall be unlawful for any owner to fail to have such guards in place.

(b) *Clearing required.* All owners shall ensure that any canal or ditch, including any ditch rights-of-way within the city, are free from rubbish and weeds.

(1) It shall be unlawful for any owner to fail to keep any canal or ditch, including any ditch rights-of-way within the city, free from rubbish, weeds, and other materials at all times.

(2) It shall be unlawful for any owner to permit any waste or overflow water or any water from any canal, ditch, tail ditch, waste ditch, or any part thereof to flow in or upon any street, or alley in the city so as to damage the same in any way.

(c) *Good condition required.* An owner shall ensure that all embankments or other parts of any canal or ditch are maintained in good repair and condition so that the waters within are not wasted and will not flood or damage the premises of others. Failure to do so shall be unlawful.

(d) *Tail ditch required during repair or maintenance required.* During any repair or maintenance activities, the owner must make a tail ditch so as to return the water within the canal or ditch with as little waste as possible into the stream from which it was taken. Failure to do so shall be unlawful.

Sec. 50-6. User responsibilities.

(a) *Overflow prohibited.* A user shall ensure that any use of a canal or ditch does not result in any waste or overflow water encroaching upon or overtaking any street, or alley in the city so as to damage the same in any way. It shall be unlawful for any user to permit any waster or overflow water or any water from any canal, ditch, tail ditch, waste ditch, or any part thereof to flow in or upon any street, or alley in the city so as to damage the same in any way.

(b) *Repair and maintenance.* A user shall ensure that all embankments of any canal or ditch related to, or affected by their use are maintained in good repair and condition so that the waters within are not wasted and will not flood or damage the premises of others.

(c) *Tail ditch required during repair or maintenance required.* During any repair or maintenance activities, the user must make a tail ditch so as to return the water within the canal or ditch with as little waste as possible into the stream from which it was taken. Failure to do so shall be unlawful.

Sec. 50-7. Penalty; continuing violation.

(a) *Penalty.* A violation of this article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.

(b) *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude any other remedies available to the city under this Code.

Sec. 50-8–50-20. Reserved.

Article II. DRAINAGE AND STORMWATER

DIVISION 1. PURPOSE AND DEFINITIONS

Sec. 50-21. Legislative intent and purpose.

The city owns and operates a municipal separate storm sewer system ("MS4") to promote the safe, efficient, and effective drainage of stormwater and other runoff or discharges. To enhance the functions of the MS4, the City Council has determined that the quality of the runoff discharged into the MS4 must, to the maximum extent practicable, be protected from pollutants that could impact the environment or the health, safety, and welfare of the public. The city protects its MS4 by regulating land disturbance activities likely to cause or increase soil erosion, or that may contribute other pollutants to stormwater runoff during construction. These activities cause sediment and pollutants to flow into the MS4, waterways, streams, rivers, ponds, and other similar areas. Regulation of land disturbance activities during construction occurs through the

permitting, inspection, and enforcement requirements of this article. The purpose of this article is to establish the specific procedures and requirements necessary to promote such protection.

Sec. 50-22. Authority.

The authority to establish, implement, and enforce drainage and stormwater regulations is derived from the city's powers and authority as a home rule city under articles 15 and 35 of Title 31 of the Colorado Revised Statutes and from the Engineering Code of Standards and Specifications as adopted and amended by the city.

Sec. 50-23. Definitions.

The following words, terms, and phrases, when used in this article, shall have the following meanings, unless the context clearly indicates otherwise:

Applicant means a person applying for a site disturbance permit.

Best management practices, BMP, control measures, or erosion and sediment control measures mean the schedules of activities, prohibitions of practices, maintenance procedures, and other management practices used to prevent or reduce the pollution of the municipal separate storm sewer system. BMP also includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage of leaks, sludge or waste disposal, and drainage from raw material storage.

CDPHE means the Colorado Department of Public Health and Environment.

City inspector means a person authorized by the director to inspect a site for the purpose of determining compliance with the provisions of this article.

City manager means the city manager or their designee.

Construction activities mean clearing, grading, excavation, and other ground disturbance activities. Construction activities do not include routine maintenance performed by public or private agencies or their agents to maintain original line grade, hydraulic capacity, the original purpose of a facility, or any agricultural activities.

Day means a calendar day unless otherwise specified.

Development means any activity, excavation or fill, alteration, subdivision, change in land use or practice, undertaken by private or public entities that affect the discharge of stormwater runoff.

Director means the director or public works or their designee.

Division means the Colorado Department of Public Health and Environment Water Quality Control Division.

Engineering Standards means the most recent edition of the Engineering Code of Standards and Specifications as amended and adopted by the City.

Erosion and sediment control plan or *ESC* means engineering construction drawings that show the proposed BMP on a site throughout the duration of a project.

Final drainage report means a design report that is approved by the city with construction drawings presenting the final stormwater infrastructure design calculations and details.

Final stabilization means a state when all land disturbance activity at a site has been completed and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels or equivalent permanent, physical erosion reduction methods have been employed.

Illicit connection means any tie-in to the city's MS4 that is not related to stormwater or groundwater and is not authorized by the city. Examples of an illicit connection include but are not limited to:

(1) a connection made in the past, regardless of whether the connection was permissible under law or practices applicable at the time the connection was made; and

(2) a line connected to the MS4 that conveys sewage or allows sewage to be conveyed to the MS4.

Land disturbance activity means any activity that changes the volume or peak flow discharge rate of stormwater runoff from the land surface. This includes but is not limited to the grading, digging, cutting, scraping or excavating or soil, placement of fill materials, paving, construction, substantial removal of vegetation or any activity that bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Landscape materials mean any material used in or derived from the landscape or improvements to the landscape of real property, including without limitation, trees, branches, shrubs, plants, vegetation, brush, yard trimmings, leaves, side, dead plant material, soil, dirt, sand, gravel, rock, stone, boulders, mulch, fencing, paving materials, or other similar materials.

MS4 permit means a water quality municipal MS4 permit issued to the city by the Colorado Department of Public Health and Environment (CDPHE).

Municipal separate storm sewer system or *MS4* means a conveyance or system of conveyances owned by the city, that are designed or used for collecting or conveying any naturally occurring stormwater runoff whether such system is manmade or natural. This conveyance or system of conveyances includes but is not limited to:

(a) pipes, culverts, flumes, ditches, storm sewers, cisterns, tanks, drains, lakes, ponds, streams, ravines, inlet/catch basins, man-made channels, gullies or other similar facilities, or natural features that contain, hold, transport, divert, channel, impound, or drain stormwater; and

(b) streets, sidewalks, curbs, alleys, gutters, bridges, parking lots, and other surfaces within the city across which any naturally occurring stormwater runoff may seep, percolate, or flow.

Owner means the person identified as the record owner of the real property and their lessee or designee, if applicable.

Permittee means an owner and the owner's authorized agent who has obtained a site disturbance permit from the city.

Person means an individual, as well as a corporation, company, association, firm, partnership, society, or other organization.

Project means all of the development to be performed by an applicant as described in the proposed plan(s), including all phases of a proposed subdivision, or the development by an applicant of multiple lots or parcels that are contiguous, abutting, adjacent, adjoining, bordering, neighboring, or tangential to each other.

Public property means any street, right-of-way, road, highway, place, alley, sidewalk, easement, park, open space, square, median, parkway, boulevard, plaza, or other similar area within the city that is dedicated to public use or is owned or maintained by the city.

Receiving waters means a river, lake, stream, drainage ditch, or other watercourse.

Site means a parcel of land, or a contiguous combination thereof, where earth disturbing activity is performed.

Site plan means the planning document approved by the city that identifies improvements and other responsibilities associated with the development or redevelopment of parcel(s) of land.

State means the State of Colorado or any division thereof.

Stop work order means an order issued by the city requiring all construction activity on a site be stopped.

Stormwater means precipitation-induced surface runoff.

Stormwater construction permit means a permit issued by the Division to the permittee that regulates stormwater discharges from construction activities under the Colorado Discharge Permit System (CDPS) general permit for stormwater discharges associated with construction activities.

Stormwater drainage facilities mean constructed facilities or technology designed to reduce stormwater runoff volume, peak flow, and pollutants before discharging to receiving waters or the city's MS4.

Stormwater management plan (SWMP) means a narrative plan designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

Stormwater runoff means that part of snowfall, rainfall, or other precipitation that is not absorbed, transpired, evaporated, or left in surface depressions, and that then flows controlled or uncontrolled into a watercourse or body of water.

Temporary BMP means those temporary pollution control measures including, but not limited to, silt fences, wattles, vehicle tracking pads, inlet filters, diversions, sediment ponds and dewatering structures, to be installed and regularly maintained until the site is sufficiently stabilized.

Vegetative cover means grasses, shrubs, bushes, trees, ground cover, and other similar plants.

Watercourse means a natural or human-made channel, ditch, conveyance, or the standing body of water into which stormwater is discharged.

Sec. 50-24–50-34. Reserved.

DIVISION 2. DUTIES AND POWERS OF THE DIRECTOR

Sec. 50-35. Duties and powers of the director.

(a) *General.* The director is authorized and directed to implement, administer, and enforce the provisions of this article. The director may:

(1) Implement, administer, and enforce any processes or requirements necessary for an applicant to obtain a site disturbance permit;

(2) Determine when land disturbance activity may impact an environmentally sensitive or hazardous area or determine that a site disturbance permit should otherwise be required;

(3) Waive any security requirement for a site disturbance permit when the director determines it is in the city's best interest to do so;

(4) Require access to the property of applicants or permittees to ensure compliance with any requirements under this article;

(5) Establish and collect fees for issuing site disturbance permits;

(6) Render interpretations of this article and adopt policies and procedures in order to clarify the application of its provisions. These interpretations, policies, and procedures shall be in compliance with the intent and purpose of this article, and shall not have the effect of waiving requirements specifically provided for in this chapter;

(7) Revoke any site disturbance permit due to noncompliance with any requirement in this chapter; and

(8) Otherwise implement, administer, and enforce the provisions of this chapter.

Sec. 50-36. Director action authorized: compliance procedures.

(a) *Notice and order.* The director may give notice to any person who is in violation of any requirement imposed by this article or has committed, or caused to be committed, any unlawful act under this article.

(1) Content of written notice and order. The notice and order shall set forth any order or orders stating the actions necessary to comply with the terms of a site disturbance permit, correct any failing BMP, control, contain, or stop a discharge or spill, remove an illicit connection, remediate damage caused by an unlawful discharge or illicit connection, or any other order or orders related to an unlawful act stated in this article. The notice shall allow the person a reasonable amount of time as determined by the director from the date of the notice and order to comply with each order listed in the notice and order. The notice and order shall also remind the person of their obligations under this article, and note that inspection fees, re-inspection fees, and other fees, charges, and penalties will be assessed for non-compliance. The director may order a person to take, permit, or

allow any action reasonably necessary to ensure compliance with this article.

(b) *Violation notice.* In the event the person subject to the notice and order in subsection (a) does not comply with the order or orders within the time frame set forth in the notice and order, or within the period of any extension requested by the person subject to the violation and granted by the director, whichever date is applicable, the director shall send a notice of violation to the person subject to the notice and order. The violation notice shall contain notice that the city will be taking action necessary to remediate the violation and any related damage, and that all costs or fees associated with such action will be assessed against the property associated with the site.

(c) *Mailing and posting of notices.* Each notice and order or violation notice issued under this section shall be sent by electronic mail and mailed to the person by first class U.S. Mail. In addition, a violation notice shall be posted on the property. Each notice must state any appeal available.

(d) *Other actions authorized.* In addition to taking any action authorized under section 50-35 of this article following discovery of a violation or suspected violation, the director may issue a summons and complaint, revoke a site disturbance permit, withhold city inspections, decline to issue a building permit or a certificate of occupancy, or take any other enforcement action reasonably calculated to gain compliance with a permit or to protect the city's MS4. The director may coordinate with the director of the community and economic development to stop work on the site in a manner similar to the process described in subsection 10-1-2-2E1 of the Arvada Land Development Code (LDC) but made applicable to this article. A stop work order issued under this subsection shall remain in effect until such time the site returns to a reasonable compliance level as determined by the director. Once a violation is remedied, the director may lift a stop work order, reissue a revoked site disturbance permit, or take other similar action to allow work to continue in compliance with this article.

(e) *Emergency action authorized.* Notwithstanding anything in this article to the contrary, the director may take any action necessary to correct or remediate a violation of this article or a suspected violation of this article that poses an acute risk to the health, safety, and welfare of the public. In these situations, the notice and order requirements of this section do not apply and the director may issue a notice of violation and require the owner or permittee to perform remediation once the acute risk has subsided.

(f) *Recovery of expenses and fees.* The city may recover any expenses and fees associated with the enforcement and remediation activities described in this article. These expenses include but are not limited to costs of work necessary to ensure proper erosion and sediment control, sampling and monitoring expenses, the costs of any actual damage incurred by the city, and inspection and re-inspection fees.

(1) Upon an owner or permittee's failure to reimburse the city for such expenses and fees, the city may, in its sole discretion:

(i) Recover the expenses and fees through a lien in accordance with section 50-37 of this Code; or

(ii) Draw against any applicable cash escrow or letter of credit required under section 50-54. If the city draws against such cash escrow or letter of credit, the cash escrow or letter of credit must be restored to its full value before any construction activity may resume at the site. If the city revokes a site disturbance permit due to a violation of this article, and the city incurred fees and expenses related to the violation, the city must return the balance of the cash escrow or letter of credit to the permittee following deductions made for the city's incurred expenses and fees.

Sec. 50-37. Fees, charges, and expenses to be a lien upon property.

(a) *Debt due and owing.* Unless paid within 30 days of assessment or request for reimbursement, all fees, rates, charges, penalties, or expenses incurred by the city under this article constitute a debt owing to the city, and the city has the right to recover on any such debt in the manner provided by law in any court of competent jurisdiction.

(b) *Lien.* Unless paid within 30 days of assessment or request for reimbursement, all fees, rates, charges, penalties, or expenses incurred by the city under this article constitute a perpetual lien on and against the site, and any such lien may be foreclosed by the city at any time in the manner as provided by the laws of the state for the foreclosure of mechanics' liens or in accordance with chapter 59 of this Code entitled "Municipal Liens." Such lien foreclosure by the city is subject to all rights of redemptions granted by C.R.S. §38-39-101 *et seq.*, as amended.

Sec. 50-38. Appeals of a determination or order of the director.

(a) *Filing; timeliness.* Except for an emergency action taken by the director under section 50-42 (e), a permittee or owner whose property is affected by a

determination of the director made under this article, who is subject to a notice or order of the director made under section 50-36, may appeal that determination or order on a form prescribed by the city and available from the director on the city's website or by hard copy. The appeal must be in writing and be submitted to the city clerk within 14 days of the date of the director's determination or order. An appeal form that is not complete in all respects or that does not state the grounds for appeal shall be promptly returned by the clerk to the customer. The customer may resubmit an appeal form deemed incomplete by the clerk, and the clerk shall accept it, if the resubmitted form is complete and submitted to the clerk within the deadline set forth in this subsection. Compliance with the 14-day time limit noted in this subsection (a) shall be a jurisdictional prerequisite to any appeal brought under this article. Failure to comply shall bar any such appeal.

(b) *Grounds.* The appeal shall be based on a claim that:

(1) The provisions of this article do not apply; or

(2) The true intent of this article has been incorrectly interpreted by the director.

(c) *Procedure*. The appeal form, and any other documentation submitted to the city clerk by the owner or permittee, as well as any response or documentation submitted by the director, will be submitted by the city clerk to the city manager for review. Notwithstanding any other provision of this Code, the appeal of the director's determination shall consist of a review of all relevant documentation on file with the city in the case, as well as the appeal form and any accompanying materials. All documents may be reviewed electronically. The city bears the burden of proof in an appeal to establish that the director's action or determination was reasonable in light of the intent of this article, that the terms of this article applied to the customer in question. The city manager shall review the information submitted, and within 14 days of the date of the filing of the appeal, issue a written decision on the appeal. The decision must contain the reason or reasons for the decision. The decision must set forth appeal rights, if any. The decision may be mailed by first class U.S. Mail or furnished to the customer electronically. Should the city manager fail to issue a written decision on the appeal within the time frame set forth herein, the claim shall be deemed denied, and the customer may proceed as if an adverse decision has been issued.

(d) *Appeal of city manager's decision.* The city manager's decision, or denial of an appeal as a result of the manager's failure to issue a written decision, shall be considered a final agency decision. The appeal may proceed under Rule 106 of the Colorado Rules of Civil Procedure.

Sec. 50-39. Right of entry.

(a) *Generally.* Where it is necessary to make an inspection or perform other work necessary to implement or administer this article, or where the director has reasonable cause to believe that there exists upon a structure or premises a condition or violation of this article that poses an immediate risk of harm to the city's MS4 or a serious threat to the health, safety, and welfare of the public, the director shall have the authority to enter the structure or premises at all reasonable times based upon the circumstances to inspect or to perform the duties imposed upon the director under this article. This right of entry exists to protect the environment by reducing or preventing pollutants from entering into the city's MS4 and to protect the health, safety, and welfare of the public.

(b) *Occupied premises.* If the structure or premises is occupied, the director shall present credentials to the occupant and request entry, unless the city has an easement allowing entry, or unless the structure or the building is located on common property of an HOA or other similar entity. If, after presentation of the director's credentials, entry is refused, the director shall have recourse to every remedy provided by law to secure entry, including seeking a warrant for entry.

(c) *Unoccupied premises.* If the structure or premises is unoccupied, the director shall first make a reasonable effort to contact the owner or other person having charge or control of the structure or premises and request entry, unless the city has an easement allowing entry or unless the structure or building is located on common property of an HOA or other similar entity. If entry is refused or unable to be obtained, the director shall have recourse to every remedy provided by law to secure entry, including seeking a warrant for entry.

(d) *Warrant process.* If entry is refused or unable to be obtained, and if there is reasonable cause to believe there exists upon a structure or a premises a violation of this article, the director may apply to the municipal court for a warrant, if the violation involves a serious threat to the health, safety, and welfare of the public, and if the violation is not also a violation prohibited by state statute for which a search warrant could be issued by a district or county court. The warrant may authorize entry on the structure or premises to inspect for the presence of a discharge or spill, to test or sample a discharge or spill, inspect for a connection to the MS4, to determine compliance with, or lack of, a site disturbance permit, or to otherwise determine compliance with this article.

Sec. 50-40–50-50. Reserved.

DIVISION 3. SITE DISTURBANCE PERMIT REGULATIONS

Sec. 50-51. Land disturbance activity and permit required.

(a) *Generally.* All land disturbance activity must comply with the city's Land Development Code, the Engineering Standards, this article, and any other applicable guidelines and standards adopted by the city. No land disturbance activity may exceed 60 acres on any one site unless authorized by the director.

(b) *Permit required.* Except for the land disturbance activity described in section (c), a site disturbance permit is required for each site or subdivision filing prior to conducting any land disturbance activity that:

(1) Covers an area equal to or greater than 0.5 acres, including stockpiles, construction staging, employee parking, and building material storage areas;

(2) Covers an area less than 0.5 acres but is part of a larger planned development;

(3) Involves environmentally sensitive or hazardous areas, as determined by the director; or

(4) Involves a project for which the director deems a site disturbance permit to be necessary.

(c) *When not required.*

(1) A site disturbance permit is not required for any land disturbance activity which is immediately necessary for the protection of life, property, or natural resources. However, the person responsible for the land disturbance activity is required to apply for a site disturbance permit within 14 days of commencing emergency activities if those activities meet the requirements of Sec. 50-51(b).

Sec. 50-52. Site disturbance permit authorized discharges.

(a) The site disturbance permit authorizes the following discharges:

(1) Stormwater associated with construction activity.

(2) Stormwater associated with producing earthen materials, such as soils, sand, and gravel dedicated to providing material to a single contiguous site

or within one quarter mile of the construction site also covered by the site disturbance permit.

(3) Stormwater associated with dedicated asphalt, concrete batch plants, and masonry mixing stations.

(4) Discharges from uncontaminated springs that do not originate from an area of land disturbance.

(5) Discharges to the ground of concrete or masonry washout water associated with the washing of concrete or masonry tools and concrete or masonry mixer chutes, and water used to wash vehicles, equipment, and external buildings. Discharges of concrete or masonry washout water must not leave the site as surface runoff or reach a watercourse as defined by the code. The addition of soaps, solvents, and detergents is prohibited.

(6) Discharges of landscape irrigation return flow.

(7) Discharges from diversions of waters of the state within the permitted site.

(8) Discharges resulting from emergency firefighting activities during the active emergency response.

(b) All discharges from sites operating under a site development permit must consist only of the sources listed above, or must be covered under an additional or alternative permit.

Sec. 50-52. Site disturbance permit application requirements.

(a) *Application requirements.* An applicant seeking a site disturbance permit shall submit a completed permit application, meet all of the requirements set forth in the application, provide any other documents required by the director to support the application, and satisfy any other requirements established by the director.

(1) All documents required by the director to be submitted in support of an application must satisfy any requirements established by the director.

(b) *Application changes.* Prior to the issuance of a site disturbance permit, an applicant must update any new information on any permit application, including any changes to a document included in a permit application, within ten days of any change occurring.

Sec. 50-53. Site disturbance permit fee.

Before a permit is issued pursuant to this article, the applicant shall pay to the city a site disturbance permit fee in an amount set forth in the public works administrative fees and costs schedule.

Sec. 50-54. Cash escrow or letter of credit required.

(a) *Cash escrow or letter or credit required.* No site disturbance permit shall be issued until such time as a cash escrow or letter of credit has been received and approved by the city. This cash escrow or letter of credit shall serve as security for the performance of work necessary to stabilize the site if the permittee fails to install or maintain the necessary BMP or to complete the work under the permit. The amount of the cash escrow or letter of credit shall include, at a minimum, the cost estimate for the proposed BMP associated with the project.

(b) *Waiver of requirement.* Notwithstanding the requirements for providing security set forth in this section, the director may waive posting of a cash escrow or letter of credit if the applicant is a public or quasi-governmental entity, the applicant has already posted a cash escrow or letter of credit for the project subject to these requirements, or the waiver would be within the city's best interests.

(c) *Drawing and replenishment.* The cash escrow or letter of credit shall remain at the amount specified herein through the final inspection for final stabilization. In the event the city draws against the security, the applicant in question shall replenish the security to the amount required within 30 days after notice by the city to do so.

Sec. 50-55. City responsibilities.

(a) *Review and approval of permit applications.*

(1) The city will review each site disturbance permit application or revised application to determine the application's conformance with the provisions of this article, the Land Development Code, and the Engineering Standards. Upon the receipt and review of an application, the director may, in writing:

(i) Approve the permit application;

(ii) Approve the permit application subject to such reasonable conditions as may be necessary to substantially secure the

objectives of this article, and issue the permit subject to such conditions; or

(iii) Disapprove the permit application, indicating the deficiencies. The applicant may submit a revised site disturbance permit application for review and approval, upon payment of a resubmittal fee as set forth in the public works administrative fees and costs schedule.

(b) *Closure of permit without violation of this article.*

(1) The city may close a site disturbance permit when:

(i) Final stabilization has occurred at the opinion of the director;

(ii) The final site conditions are in accordance with all terms of the site disturbance permit; and

(iii) The condition of the site is approved by the director.

(2) The city may also close a site disturbance permit when there has been no activity at the site for a period of more than 60 days when doing so is in the best interest of the city.

(3) Nothing in this subsection (b) shall prohibit the city from revoking a site disturbance permit due to a violation of this article.

(c) *After final stabilization.* Following city final inspection, the permittee will confirm that final stabilization has been achieved by:

(1) Removing all temporary BMP and completing any final landscaping; and

(2) The city will confirm no other outstanding site disturbance permit requirements remain incomplete, close out the permit, and return any escrow amounts as appropriate.

Sec. 50-56. Site disturbance permit transfers; sale of individual lots.

(a) *Transfers.* In the event an owner sells, conveys, assigns, dedicates, or otherwise effectuates a change in ownership of all or part of a site, subdivision filing, or lot that is subject to a site disturbance permit, the new owner of the site, subdivision filing, or lot, or their authorized representative must agree with and be subject to the terms and conditions of the site disturbance permit as approved and that are applicable to the portion of the site acquired by the new owner. Any term or condition contained in the original site disturbance permit that could apply to any

or all of the property sold, conveyed, assigned, dedicated, or otherwise transferred to the new owner will remain in effect as to the property that is conveyed.

(1) Transfer of the site disturbance permit to a new owner as set forth herein will become effective upon payment by the new owner to the city of a site disturbance permit transfer fee. Should the new owner fail to pay the fee within 14 days of the transfer, the new owner must apply for a new site disturbance permit.

(2) The director may also require a new owner to complete a permit transfer form or any other process deemed necessary by the director to transfer the permit.

(3) Upon a transfer described in this subsection (a), the new owner must, within 14 days of the transfer, designate a new site disturbance permit contact person to the site, inform the city of the change of contact person, and take any other action deemed necessary by the director to facilitate the transfer of the permit.

(b) *Sale of individual lots.* The permittee's obligations under this article for an individual lot end after the following conditions have been met:

(1) The lot has been sold to a private homeowner for private residential use;

(2) A certificate of occupancy or equivalent is maintained on-site or electronically and is available for review upon request by the city or division;

(3) The lot is less than one half acre of land disturbance activity;

(4) All construction activity on the lot by the permittee is complete, including the installation of sediment and erosion control measures that minimize sediment from exiting the lot, or the installation of temporary stabilization on remaining disturbance where the permittee is not responsible for final stabilization (e.g. backyards);

(5) The permittee is not responsible for final stabilization of the remaining disturbed areas on the lot; and

(6) The SWMP is modified to indicate that the lot is no longer part of the construction activity.

The permittee's obligations for the rest of the development continue as established by this article.

Sec. 50-57. Site disturbance permittee – inspection responsibilities.

(a) *Generally.* The permittee shall perform any action or inspection as requested by and in accordance with direction from the director. The permittee shall also allow representatives of the city to enter the permitted site as necessary to make regular inspections to ensure the validity of the reports filed pursuant to this article and the permittee's compliance with the permit's conditions and requirements. The director has the right of entry pursuant to section 50-39.

(b) *Before construction.* Following the issuance of a site disturbance permit but before any land disturbance activity begins, the applicant shall install all initial BMP and schedule an initial inspection with the public works department. The purpose of the inspection is to ensure all BMP are adequate, installed correctly, and functioning properly.

(c) *During construction.* The permittee must inspect all erosion and sediment control measures on the site on a regular basis but no less than every 14 days. The permittee must also inspect all erosion and sediment control measures on the site within 24 hours after the end of any precipitation, windstorm, or snowmelt event that causes surface erosion.

(1) Inspections shall include observations of the construction site perimeter, all disturbed areas, materials storage areas that are exposed to precipitation, discharge locations, and locations where vehicles access the site for evidence of, or potential for, pollutants entering the stormwater drainage system. The inspection shall also confirm that the site is in compliance with the BMP identified in the site disturbance permit, the erosion and sediment control plans, and/or SWMP shall be evaluated to ensure that they are operating correctly.

(2) All inspections shall be documented in written form and maintained with the onsite SWMP. The documented permittee inspections must contain, at a minimum, the name of the inspector, the date of the inspection, any concerns noted during the inspection, the date that each concern was addressed, and any revisions to the site disturbance permit as a result of the inspection. A copy of the inspection must be made available to the director upon request.

(3) Should revisions to the control measures be implemented as a result of deficiencies noted during site inspections, those revisions must be approved by the director and recorded within three business days on the approved supporting documentation for the site disturbance permit.

(d) *Final inspections.* The permittee, in coordination with the city, must conduct all final inspections for all erosion and sediment control measures on the site and document the findings of such inspections in accordance with requirements established by the director.

Sec. 50-58. Site disturbance permittee – other responsibilities while permit is open.

(a) *Generally.* Once land disturbance activities begin, the permittee must follow all permit conditions and requirements established by the city until such time as the site has reached final stabilization in accordance with section 50-56(b).

(b) *Before and during construction.* Before and during construction, the permittee shall be responsible for ensuring that:

(1) Any installed temporary BMP are properly maintained and are in good working order up to and until the site has reached final stabilization;

(2) The site is fully developed and final stabilization is achieved;

(3) Any deficiencies noted by the director prior to the expiration of the warranty period for any public improvements in the project have been corrected;

(4) Stormwater drainage facilities are constructed and installed in accordance with the approved SWMP, Site Plan, construction plans, and final drainage report;

(5) All temporary BMP are removed within 14 calendar days after final stabilization has been achieved and the temporary measures are no longer needed as determined by the director; and

(6) The city is notified that construction has been completed and that the permittee cooperates with the city's final inspection to confirm whether final stabilization has been achieved.

Sec. 50-59. Site disturbance permittee – maintenance responsibilities after permit is closed.

(a) Following the closure of a site disturbance permit pursuant to section 50-56, the owner is responsible for maintaining all stormwater drainage facilities shown on the approved site plan, construction plans, and final drainage report.

(b) Notwithstanding any other provision in this article to the contrary, an owner must allow a regular inspection of stormwater drainage facilities by the City or a representative thereof on any lot or property that is or was subject to a site plan, construction plans, and final drainage report.

Sec. 50-60–50-71. Reserved.

DIVISION 4. UNLAWFUL ACTS

Sec. 50-72. Unlawful discharge.

(a) *Unlawful discharges.* It shall be unlawful for any person to discharge or cause to be discharged or spilled any substance other than naturally occurring stormwater runoff, including naturally occurring stormwater runoff containing incidental pollutants, into the city's MS4.

Exceptions: The following discharges or spills shall not be considered an illegal discharge if the discharge or spill originates from:

(1) Uncontaminated pumped groundwater that has not come into contact with construction activity;

(2) Landscape irrigation, lawn watering, or irrigation return flows;

(3) Diverted stream flows, natural springs, or flows from naturally existing riparian habitats and wetlands;

(4) Rising groundwater;

(5) Uncontaminated groundwater infiltration;

(6) Uncontaminated water from crawl space pumps, foundation drains, or footing drains;

(7) Air conditioning condensation;

(8) Individual or residential car washing;

(9) Water incidental to street sweeping (including associated sidewalks and medians) not associated with construction;

(10) Emergency firefighting activity;

(11) Dye testing approved by the director prior to the discharge in which the person engaging in the discharge must provide sufficient analysis of the environmental impacts of the product(s) used for the dye;

(12) Agricultural stormwater runoff;

(13) Discharges authorized by a Colorado Discharge Permit System or National Permit Discharge Elimination System permit; or

(14) Discharges that are made in accordance with the Division's Low Risk Discharge Guidance documents relating to various types of discharges and water line flushing, including but not limited to discharges of potable water and pools, as well as other Division policies and guidance documents where the Division has stated that it will not pursue permit coverage or enforcement for a specified point source discharge.

(b) Nothing contained herein shall be construed to relieve any person discharging, causing to be discharged, allowing to be discharged, spilling, or causing to be spilled, water or any authorized discharge into the MS4 from any liability for damage caused by the volume or poor quality of the water or authorized discharge.

(c) Any person notified of an actual or threatened unlawful discharge shall immediately take actions to stop the unlawful discharge or spill or take any action necessary to prevent the threatened unlawful discharge or spill from occurring.

Sec. 50-73. Failure to comply; conducting operations without permit.

(a) No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, without a site disturbance permit or contrary to or in violation of any terms of this chapter or any conditions or requirements for an approved site disturbance permit.

Sec. 50-74. Other unlawful acts.

(a) *False statements.* It shall be unlawful for any person to make any false statement, representations or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, land disturbance permit, or order issued by the director in accordance with this article.

(b) *Failure to maintain.* It shall be unlawful for a permittee to fail to maintain any and all temporary BMP and stormwater drainage facilities provided for in the SWMP both during and after completion of the development, redevelopment, or construction associated with the SWMP.

(c) *Failure to keep plans on site.* It shall be unlawful for a permittee to fail to keep a copy of the ESC or SWMP, as required, at the site at all times until the site disturbance permit is closed.

(d) *Failure to inspect.* It shall be unlawful for any permittee to fail to perform any inspection required by this article or by any State permit.

(e) *Refusal to allow inspection.* It shall be unlawful for any person to refuse to allow an inspection required under this article.

(f) *Refusal to allow entry.* It shall be unlawful for any person who owns or occupies property upon which a discharge or spill has occurred or originated from, or which contains a connection to the MS4, to refuse to allow the director to survey or inspect the property in accordance with the provisions of this article.

(g) *Failure to obey.* It shall be unlawful for any person to fail to obey an order, rule, or regulation issued by the director under this article. For purposes of this subsection (i), "fail to obey" includes but is not limited to a person's failure to comply with a directive issued under section 50-36, failure to remove a connection to the MS4, failure to take action to control or stop an unlawful discharge, or failure to remediate damage caused by an unlawful discharge or illicit connection.

(h) *Illicit connections.* It shall be unlawful for any person to construct, use, maintain, or permit the continued existence of any illicit connection to the MS4.

(i) *Unlawful substances.* It shall be unlawful for any person to introduce any substance into the MS4 that may cause personal injury or damage to public or private property.

(j) *Unlawful storage.* It shall be unlawful for any person to place, store, maintain, allow to accumulate or permit any other person to place, store, maintain, or allow to accumulate on any public property or right-of-way any stockpile, pile, storage, accumulation of construction materials or landscape materials, or any roll-off dumpster, unless such person is an employee, official or contractor of the city acting within the scope of their municipal functions.

(k) *Unlawful blocking.* It shall be unlawful for any owner to fail to keep and maintain any watercourse within their property free from trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse.

(l) *Unlawful hazard.* It shall be unlawful for any owner of private property to allow a privately-owned structure within or adjacent to a watercourse to interfere with or become a hazard to the use, function, or physical integrity of such watercourse or any part thereof. In addition, the owner shall maintain each privately owned structure within or adjacent to a watercourse so that the structure does not

interfere with or become a hazard to the use, function, or physical integrity of such watercourse or any part thereof.

Sec. 50-75. Criminal penalty; continuing violation.

(a) *Penalty.* A violation of this article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.

(b) *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude the director from instituting other appropriate action to restrain, correct, or abate a violation or to stop an illegal act or unlawful discharge, conduct, or the utilization of an illicit connection on or about any property. The initiation of a prosecution for a violation of this article shall also not preclude the director from taking any actions under section 50-36.

Sec. 50-76. Conflicts.

If a dispute or conflict arises between a provision of this article and the provisions of any technical code, specification, rule, or regulation adopted by the city, the director shall determine the prevailing interpretation of this article in light of the technical code, specification, rule or regulation based on the relevant circumstances.

Sec. 50-77–50-90. Reserved."

Section 8. Savings. This repeal will not affect or prevent the prosecution or punishment of any person for any act done or committed prior to the effective date of this ordinance and that is in violation of a section repealed by this ordinance.

Section 9. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The city council declares it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 10. Effective Dates.

(a) All sections of this ordinance, except for Division 3 – Site Disturbance Permit Regulations of Article II – Drainage and Stormwater, shall be effective five days after publication following final passage.

(b) Division 3 – Site Disturbance Permit Regulations of Article II – Drainage and Stormwater, shall be effective on January 1, 2025.

INTRODUCED, READ, AND ORDERED PUBLISHED this 15th day of July, 2024.

PASSED, ADOPTED AND APPROVED this _____ day of_____2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

Publication Dates: July 18, 2024

_____

~~***REDLINE/STRIKEOVER VERSION***~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

~~"Chapter 50 Irrigation and Drainage[1]¶~~
"DRAINAGE AND STORMWATER QUALITY

Article I. ~~IN GENERAL~~IRRIGATION AND DRAINAGE DITCHES

Sec. 50-1. ~~Irrigation~~Legislative intent and ~~drainage ditches.~~ purpose.

~~All~~The city has multiple irrigation and drainage ditches ~~shall be~~ located within its limits. The City Council has determined that it is pertinent that all such irrigation and drainage ditches are kept ~~free of rubbish, weeds~~, repaired, maintained, and ~~other materials,~~operated in a safe manner in order to enhance the quality of water discharged into the city's municipal separate storm system and reduce the ~~failure~~risk of flooding.

Sec. 50-2. Scope.

This article applies to all canals and ditches located within the city.

Sec. 50-3. Definitions.

Ditch or *canal* means a man-made channel or trench or any part thereof within the city designed to manage surface water runoff or convey water for a specific purpose, such as for irrigation.

Owner means any corporation, company, or partnership, regardless of whether created by special act or organized under the general incorporation laws of Colorado, or any persons who own or control any canal or ditch.

User means a person ~~who is the owner of such ditch or~~ , including a natural person, corporation, company, or other organization, that has the legal right ~~of way to adequately maintain and clear such premises shall constitute a nuisance~~ to access and ~~shall be subject to abatement and other penalties provided for in this chapter~~use water from any canal or ditch. A user may include an owner.

~~[1] Cross reference(s)—Environment, ch. 38; utilities, ch. 102; stormwater drainage and erosion control, pt. III, § 6.12 et seq.¶~~
~~¶~~
~~State law reference(s)—Irrigation and drainage, C.R.S. title 37.¶~~

Sec. 50-¶

~~Secs. 50-24–50-20. Reserved.~~¶

¶

~~Article II. IRRIGATION DITCHES~~[2]¶

¶

~~Sec. 50-21~~. Depositing waste; damming or clogging ditches.

~~No~~It shall be unlawful for any person ~~shall~~to deposit waste or debris of any kind or description or in any way dam, clog, or interfere with the water running in any canal or ditch or cause the same to overflow upon the streets~~ and~~, alleys, or public highways of the city.

¶

~~State law reference(s)—Litter of watercourses, C.R.S. 18-4-511.~~¶

Sec. 50-~~22. Ditches to be cleared of weeds and grass.~~5. Owner responsibilities.

~~All irrigation ditches and ditch rights-of-way within the city shall be cleared of weeds and tall grass on or before July 1 and August 1 of each year.~~¶

¶

~~**Sec. 50-23.**~~ (a) *Guards* ~~**at opening of flumes and certain ditches.**~~¶

~~In all cases, where the water of an irrigation~~*required.* If an owner's ditch ~~within the city passes~~pass through a flume or covered ditch having a cross-sectional area equal to or greater than 50 square inches and a length of 20 feet or more~~ it shall be~~, the owner shall ensure that the flume or covered ditch area is guarded at the intake end by suitable bars of steel or wood, spaced not to exceed five inches from centers~~,~~ vertically or horizontally, or some other form of guard equivalent thereto in the opinion of the city's engineering division. It shall be unlawful for any owner to fail to have such guards in place.

~~State law reference(s)—Head of ditch to be latticed, C.R.S. 37-84-110, 37-84-111.~~¶

¶

~~**Sec. 50-24. Responsibility of user of water.**~~¶

¶

~~Any person using water out of~~

(b) *Clearing required.* All owners shall ensure that any ~~irrigation ditch~~canal or ditch, including any ditch rights-of-way within the city~~ shall be considered, for the purpose of the following two sections, the owner of such ditch~~, are free from rubbish and weeds.

~~[2] State law reference(s)—Water rights and irrigation, C.R.S. § 37-80-101 et seq.; constitutional provisions as to irrigation, Colo. Const. Art. XVI, § 5 et seq.~~¶

(1) It shall be ~~held responsible under such sections~~unlawful for any owner to fail to keep any canal or ditch, including any ditch rights-of-way within the city, free from rubbish, weeds, and other materials at all times.

~~State law reference(s)—Responsibility of owner, C.R.S. § 37-84-101 et seq~~(2) It shall be unlawful for any owner to~~:¶~~

~~¶~~

~~**Sec. 50-25. Overflow of water on streets, etc.¶**~~

~~No person who is the owner or user of water out of any ditch within the city shall~~ permit any waste or overflow water or any water from ~~such ditches~~any canal, ditch, tail ~~ditches or~~ditch, waste ~~ditches~~ ditch, or any part thereof to flow in or upon any street, or alley in the city so as to damage the same in any way.~~-~~

(c) ~~Cross reference(s)—Streets, sidewalks and certain other public places, ch. 94.~~*Good condition required.* An owner shall ensure that all~~¶~~

~~**Sec. 50-26. Maintenance and repair of** embankments**, etc.¶**~~

~~The owner of any ditch for irrigation~~ or other ~~purpose shall carefully maintain the embankments thereof and keep such ditch thoroughly clean,~~parts of any canal or ditch are maintained in good repair and condition so that the ~~water of such ditch may~~waters within are not ~~flow upon~~wasted and will not flood or damage the premises of others~~ or the streets or alleys of the city. He shall make and keep in repair tail or waste ditches conveying the overflow water of such ditches beyond the city with as little waste as possible~~. Failure to do so shall be unlawful.

(d) ~~State law reference(s)—Similar provisions, C.R.S. §§ 37-84-101, 37-84-107~~*Tail ditch required during repair or maintenance required.* During any repair or maintenance activities, the owner must make a tail ditch so as to return the water within the canal or ditch with as little waste as possible into the stream from which it was taken. Failure to do so shall be unlawful.

~~:¶~~

~~**Sec. 50-27–50-50. Reserved.¶**~~

~~**ARTICLE III. STORMWATER¶**~~

~~**Sec. 50-51. Storm drainage system defined.¶**~~

~~The term "storm drainage system" as used in this chapter shall mean every:¶~~

~~(1) Pipe, culvert, flume, ditch, storm sewer, cistern, tank, drain, lake, pond, stream, ravine, gully or other facility or natural feature, that contains, holds, transports, diverts, channels, impounds, or drains water, into which any naturally occurring stormwater runoff within the city may seep, percolate or flow; and¶~~

~~(2) Street, sidewalk, curb, alley, gutter, bridge, parking lot and other surface within the city across which any naturally occurring stormwater runoff may seep, percolate or flow.¶~~

~~Cross reference(s)—Definitions, § 1-2.~~

Sec. 50-6. User responsibilities.

(a) *Overflow prohibited.* A user shall ensure¶

~~**Sec. 50-**~~ that any use of a canal or ditch does not result in any waste or overflow water encroaching upon or overtaking any street, or alley in the city so as to damage the same in any way. It shall be unlawful for any user to permit any waster or overflow water or any water from any canal, ditch, tail ditch, waste ditch, or any part thereof to flow in or upon any street, or alley in the city so as to damage the same in any way.

(b) ~~**52. Unlawful discharges into storm drainage system.¶**~~

~~(a) It shall be unlawful for any person to discharge or cause to be discharged or spilled into the city's storm drainage system any substance, including but not limited to dirt, mud, landscape materials, hazardous substances such as but not limited to oil products or gasoline, paint, concrete, or any type of cleaning waste or residue. Only naturally occurring stormwater runoff can be discharged into the city's storm drainage system, with the following exceptions: Water used for emergency firefighting activities, discharges of water from ditches and canals as necessary to protect public drinking water supplies, runoff from individual residential car washing, and other discharges that are reasonably expected not to be significant sources of pollutants to the storm drainage system because of either the nature of the discharges or conditions the city has established for allowing these discharges.¶~~

~~(b) Nothing contained herein shall be construed to relieve any person discharging water into the storm drainage system from any liability for damage caused by the volume or quality of water thus discharged. For purposes of this section the term "storm drainage system" shall be defined as provided in section 50-51 and the term "stormwater runoff" shall be defined to include any flow of water resulting~~

~~from rain or other forms of natural precipitation.~~*Repair and maintenance.* A user shall ensure ~~¶~~

~~(c) The discharge prohibition shall not apply to any non-stormwater discharge permitted under the National Pollutant Discharge Elimination System or Colorado Discharge Permit System permit, or Colorado Department of Public Health and Environment (CDPHE) issued policy or guidance, or waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency (EPA) or CDPHE under the authority of the EPA, unless the city determines that the discharge is a significant source of contamination.¶~~

~~**Secs. 50-53–50-69. Reserved.¶**~~

~~**ARTICLE IV. SITE DEVELOPMENT PERMIT¶**~~
~~**Sec. 50-70. Short title.¶**~~
~~This article shall be known and may be cited as the "Site Development Permit Regulations."¶~~

~~**Sec. 50-71. Introduction/purpose.¶**~~

~~The purpose of this article is to establish a system of permitting, inspection, and enforcement to control soil erosion from wind and water on land~~ that all embankments of any canal or ditch related to, or affected by their use are maintained in good repair and condition so that the waters within are not wasted and will not flood or damage the premises of others.

(c) ~~is undergoing earth disturbing~~*Tail ditch required during repair or maintenance required.* During any repair or maintenance activities, the user must make a tail ditch so as to return the water within the canal or ditch with as little waste as possible into the stream from which it was taken. Failure to do so shall be unlawful.

Sec. 50-7. Penalty; continuing violation.

(a) *Penalty.* A violation of this article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code.

(b) ~~and~~ *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude any other remedies available to the city under this Code.

Sec. 50-8–50-20. Reserved.

Article II. DRAINAGE AND STORMWATER

DIVISION 1. PURPOSE AND DEFINITIONS

Sec. 50-21~~prevent~~. Legislative intent and purpose.

The city owns and operates a municipal separate storm sewer system ("MS4") to promote the safe, efficient, and effective drainage of stormwater and other runoff or discharges. To enhance the functions of the MS4, the City Council has determined that the quality of the runoff discharged into the MS4 must, to the maximum extent practicable, be protected from pollutants that could impact the environment or the health, safety, and welfare of the public. The city protects its MS4 by regulating land disturbance activities likely to cause or increase soil erosion, or that may contribute other pollutants to stormwater runoff during construction. These activities cause sediment and ~~eroded soil from being transported onto adjacent property, and into storm drainage systems~~pollutants to flow into the MS4, waterways, streams, rivers, ponds, ~~or~~and other similar areas.~~-~~ Regulation of land disturbance activities during construction occurs through the permitting, inspection, and enforcement requirements of this article. The purpose of this article is to establish the specific procedures and requirements necessary to promote such protection.

Sec. 50-22. Authority.

The authority to establish, implement, and enforce drainage and stormwater regulations is derived from the city's powers and authority as a home rule city under articles 15 and 35 of Title 31 of the Colorado Revised Statutes and from the Engineering Code of Standards and Specifications as adopted and amended by the city.

Sec. 50-~~72~~23. Definitions.

¶

The following words, terms, and phrases, when used in this article, shall have the following meanings~~ascribed to them in this section, except where the~~, unless the context clearly indicates ~~a different meaning:~~otherwise:

¶

Applicant means ~~any~~a person ~~that files an application~~applying for a site disturbance permit~~pursuant to this article~~.

Best management practices~~ (BMPs) means~~, BMP, control measures, or erosion and sediment control measures mean the schedules of activities, prohibitions of practices, maintenance procedures, and other management practices used to prevent or reduce the pollution~~. BMPs~~ of the municipal separate storm sewer system. BMP also ~~include~~includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage ~~or~~of leaks, sludge or waste disposal, ~~or~~and drainage from raw material storage.

~~*City engineer*~~*CDPHE* means the Colorado Department of Public Health and Environment.

City inspector means a person authorized by the director to inspect a site for the purpose of determining compliance with the provisions of this article.

City manager ~~of~~means the ~~city's engineering division,~~city manager or ~~the manager's designated representatives, designees~~their designee.

Construction activities mean clearing, grading, excavation, and other ground disturbance activities. Construction activities do not include routine maintenance performed by public or private agencies or their agents to maintain original line grade, hydraulic capacity, the original purpose of a facility, or any agricultural activities.

~~*Clearing*~~*Day* means a calendar day unless otherwise specified.

Development means any activity~~ which removes, whether purposefully~~, excavation or ~~incidentally,~~fill, alteration, subdivision, change in land use or practice, undertaken by private or public entities that affect the ~~vegetative surface cover~~discharge of stormwater runoff.

Director means the director ~~of the city's utilities department or the director's representative, designee or agent.¶~~

~~*Drainageway* means any channel, whether manmade or natural, that conveys surface runoff throughout the site.¶~~

~~*Earth disturbance* or *earth disturbing activity* means any manmade change in the natural vegetative or soil cover~~or public works or ~~the change in the existing topography of land, including all grading, filling, excavating, stripping, construction of improvements, or other activities, which may result in or contribute to soil erosion or sedimentation into any storm drainage system or waterway, or create airborne dust.~~their designee.

~~*Emergency activity/emergency work* means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from imminent exposure to danger (see Environment, ch. 38).¶~~

~~*Erosion* means the process by which the ground surface is worn away by action of wind, water, gravity, or a combination thereof.¶~~

~~*Erosion*~~ *Division* means the Colorado Department of Public Health and Environment Water Quality Control Division.

Engineering Standards means the most recent edition of the Engineering Code of Standards and Specifications as amended and adopted by the City.

Erosion and sediment control plan or *ESC* means ~~measures~~engineering construction drawings that ~~prevent soil erosion from wind or water~~show the proposed BMP on ~~land~~a site throughout the duration of a project.

Final drainage report means a design report that is ~~undergoing earth disturbing activity.~~approved by the city with construction drawings presenting the final stormwater infrastructure design calculations and details.

~~*Excavation* means any act by which soil or rock is cut into, dug, quarried, uncovered, removed, displaced, relocated, or stockpiled.¶~~

~~*Filling* means any act by which soil, rock or other construction materials are placed, stockpiled, relocated, moved, dumped, or a combination thereof onto the surface of the earth.¶~~

~~*Grading* means any stripping, excavating, filling, or stockpiling of soil or rock, or any combination thereof, and also included shall be the land and its excavated or filled condition.¶~~

~~*Grading plan* means a set of plans showing the changes being proposed to the current land surface.¶~~

~~*Perimeter control* means a barrier that prevents sediment from leaving a site either by filtering sediment-laden runoff, or diverting it to a sediment trap or basin.¶~~

~~*Permanent*~~*Final stabilization* means ~~that~~a state when all land disturbance activity at a site has been completed and uniform vegetative cover has been established with an individual plant density of at least 70 percent ~~density, or that best management~~ of pre-disturbance levels or equivalent permanent, physical erosion reduction methods have been employed.

Illicit connection means any tie-in to the city's MS4 that is not related to stormwater or groundwater and is not authorized by the city. Examples of an illicit connection include but are not limited to:

(1) a connection made in the past, regardless of whether the connection was permissible under law or practices ~~preventing exposed soil from eroding were implemented.~~applicable at the time the connection was made; and

(2) a line connected to the MS4 that conveys sewage or allows sewage to be conveyed to the MS4.

Land disturbance activity means any activity that changes the volume or peak flow discharge rate of stormwater runoff from the land surface. This includes but is not limited to the grading, digging, cutting, scraping or excavating or soil, placement of fill materials, paving, construction, substantial removal of vegetation or any activity that bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.

Landscape materials mean any material used in or derived from the landscape or improvements to the landscape of real property, including without limitation, trees, branches, shrubs, plants, vegetation, brush, yard trimmings, leaves, side, dead plant material, soil, dirt, sand, gravel, rock, stone, boulders, mulch, fencing, paving materials, or other similar materials.

MS4 permit means a water quality municipal MS4 permit issued to the city by the Colorado Department of Public Health and Environment (CDPHE).

Municipal separate storm sewer system or *MS4* means a conveyance or system of conveyances owned by the city, that are designed or used for collecting or conveying any naturally occurring stormwater runoff whether such system is manmade or natural. This conveyance or system of conveyances includes but is not limited to:

(a) pipes, culverts, flumes, ditches, storm sewers, cisterns, tanks, drains, lakes, ponds, streams, ravines, inlet/catch basins, man-made channels, gullies or other similar facilities, or natural features that contain, hold, transport, divert, channel, impound, or drain stormwater; and

(b) streets, sidewalks, curbs, alleys, gutters, bridges, parking lots, and other surfaces within the city across which any naturally occurring stormwater runoff may seep, percolate, or flow.

Owner means the person identified as the record owner of the real property and their lessee or designee, if applicable.

Permittee means ~~the person~~ an owner and the owner's authorized agent who ~~is designated the owner-developer on the~~ has obtained a site ~~development~~disturbance permit ~~application~~from the city.

Person means ~~a natural person, firm,~~ an individual, as well as a corporation ~~(either profit or nonprofit),~~ , company, association, firm, partnership, ~~association, group or business entity.¶~~

~~*Phasing* means clearing a parcel of land in distinct areas, with the stabilization of each disturbance before the clearing of the next~~society, or other organization.

Project means all of the development to be performed by ~~the~~an applicant as described in the proposed plan~~,~~(s), including all phases of a proposed subdivision, or the development by ~~the~~an applicant of multiple lots or parcels that are contiguous, abutting, adjacent, adjoining, bordering, neighboring, or tangential to each other.

~~*Sediment control* means measures that prevent eroded sediment from leaving the site.¶~~

~~*Significant storm event* means any event, such as precipitation, snowmelt, or wind, which results in visible erosion of any portion of the site.¶~~

Public property means any street, right-of-way, road, highway, place, alley, sidewalk, easement, park, open space, square, median, parkway, boulevard, plaza, or other similar area within the city that is dedicated to public use or is owned or maintained by the city.

Receiving waters means a river, lake, stream, drainage ditch, or other watercourse.

Site means a parcel of land, or a contiguous combination thereof, where earth disturbing activity is performed.

Site ~~development permit~~ plan means ~~a permit issued~~the planning document approved by the city ~~for the control of erosion, runoff, and grading when altering the ground, or constructing~~that identifies improvements and ~~structures~~other responsibilities associated with the development or redevelopment of parcel(s) of land.

~~*Site development permit contact* means an individual who has received erosion and sediment control training and is responsible for installation, inspection, and maintenance of erosion and sediment control practices, and recordkeeping.¶~~

~~*Stabilized* means adequate measures are in place, vegetative, structural or both, to prevent erosion from occurring.¶~~

~~*Stormwater management plan (SWMP)* means a plan required by~~ *State* means the State of Colorado ~~as part of the permitting process to be in compliance with the state~~or any division thereof.

Stop work order means an order issued by the city requiring all construction activity on a site be stopped.

Stormwater means precipitation-induced surface runoff.

Stormwater construction permit means a permit issued by the Division to the permittee that regulates stormwater discharges from construction activities under the Colorado Discharge Permit System (CDPS) general permit for stormwater discharges associated with construction

activities~~, which "describes the appropriate controls and measures to improve water quality by reducing pollutants in stormwater discharges and ensure permittee compliance with the requirements of the stormwater permit."~~.

~~*Temporary soil sediment and erosion control measures* means interim or temporary control measures which are installed or constructed and maintained to control, manage, or prevent accelerated soil erosion which occurs from earth disturbing activities until permanent stabilization measures are implemented, installed, or completed.¶~~

~~*Waterway* means a channel~~ *Stormwater drainage facilities* mean constructed facilities or technology designed to reduce stormwater runoff volume, peak flow, and pollutants before discharging to receiving waters or the city's MS4.

Stormwater management plan (SWMP) means a narrative plan designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

Stormwater runoff means that ~~directs~~part of snowfall, rainfall, or other precipitation that is not absorbed, transpired, evaporated, or left in surface ~~runoff to any~~ depressions, and that then flows controlled or uncontrolled into a watercourse or body of water~~,~~.

Temporary BMP means those temporary pollution control measures including, but not limited to ~~lakes,~~, silt fences, wattles, vehicle tracking pads, inlet filters, diversions, sediment ponds~~, rivers, and streams, or to the public storm drain.~~ and dewatering structures, to be installed and regularly maintained until the site is sufficiently stabilized.

Vegetative cover means grasses, shrubs, bushes, trees, ground cover, and other similar plants.

Watercourse means a natural or human-made channel, ditch, conveyance, or the standing body of water into which stormwater is discharged.

Sec. ~~Sec.~~ 50-24–50-34. Reserved.

DIVISION 2. DUTIES AND POWERS OF THE DIRECTOR

Sec. 50-35. Duties and powers of the director.

(a) *General.* The director is authorized and directed to implement, administer, and enforce the provisions of this article. The director may:

(1) Implement, administer, and enforce any processes or requirements necessary for an applicant to obtain a site disturbance permit;

(2) Determine when land disturbance activity may impact an environmentally sensitive or hazardous area or determine that a site disturbance permit should otherwise be required;

(3) Waive any security requirement for a site disturbance permit when the director determines it is in the city's best interest to do so;

(4) Require access to the property of applicants or permittees to ensure compliance with any requirements under this article;

(5) Establish and collect fees for issuing site disturbance permits;

(6) Render interpretations of this article and adopt policies and procedures in order to clarify the application of its provisions. These interpretations, policies, and procedures shall be in compliance with the intent and purpose of this article, and shall not have the effect of waiving requirements specifically provided for in this chapter;

(7) Revoke any site disturbance permit due to noncompliance with any requirement in this chapter; and

(8) Otherwise implement, administer, and enforce the provisions of this chapter.

Sec. 50-~~73. Site~~36. Director action authorized: compliance procedures.

(a) *Notice and order.* The director may give notice to any person who is in violation of any requirement imposed by this article or has committed, or caused to be committed, any unlawful act under this article.

(1) Content of written notice and order. The notice and order shall set forth any order or orders stating the actions necessary to comply with the terms of a site disturbance permit, correct any failing BMP, control, contain, or stop a discharge or spill, remove an illicit connection, remediate damage caused by an unlawful discharge or illicit connection, or any other order or orders related to an unlawful act stated in this article. The notice shall allow the person a reasonable amount of time as determined by the director from the date of the notice and order to comply with each order listed in the notice and order. The notice and order shall also remind the person of their obligations under this article, and note that inspection fees, re-inspection fees, and other fees, charges, and penalties will be assessed for non-compliance. The director may order a person to take, permit, or allow any action reasonably necessary to ensure compliance with this article.

(b) *Violation notice.* In the event the person subject to the notice and order in subsection (a) does not comply with the order or orders within the time frame set forth in the notice and order, or within the period of any extension requested by the person subject to the violation and granted by the director, whichever date is applicable, the director shall send a notice of violation to the person subject to the notice and order. The violation notice shall contain notice that the city will be taking action necessary to remediate the violation and any related damage, and that all costs or fees associated with such action will be assessed against the property associated with the site.

(c) *Mailing and posting of notices.* Each notice and order or violation notice issued under this section shall be sent by electronic mail and mailed to the person by first class U.S. Mail. In addition, a violation notice shall be posted on the property. Each notice must state any appeal available.

(d) *Other actions authorized.* In addition to taking any action authorized under section 50-35 of this article following discovery of a violation or suspected violation, the director may issue a summons and complaint, revoke a site disturbance permit, withhold city inspections, decline to issue a building permit or a certificate of occupancy, or take any other enforcement action reasonably calculated to gain compliance with a permit or to protect the city's MS4. The director may coordinate with the director of the community and economic development ~~permits~~to stop work on the site in a manner similar to the process described in subsection 10-1-2-2E1 of the Arvada Land Development Code (LDC) but made applicable to this article. A stop work order issued under this subsection shall remain in effect until such time the site returns to a reasonable compliance level as determined by the director. Once a violation is remedied, the director may lift a stop work order, reissue a revoked site disturbance permit, or take other similar action to allow work to continue in compliance with this article.

(e) *Emergency action authorized.* Notwithstanding anything in this article to the contrary, the director may take any action necessary to correct or remediate a violation of this article or a suspected violation of this article that poses an acute risk to the health, safety, and welfare of the public. In these situations, the notice and order requirements of this section do not apply and the director may issue a notice of violation and require the owner or permittee to perform remediation once the acute risk has subsided.

(f) *Recovery of expenses and fees.* The city may recover any expenses and fees associated with the enforcement and remediation activities described in this article. These expenses include but are not limited to costs of work necessary to ensure proper erosion and sediment control, sampling and monitoring expenses, the costs of any actual damage incurred by the city, and inspection and re-inspection fees.

(1) Upon an owner or permittee's failure to reimburse the city for such expenses and fees, the city may, in its sole discretion:

(i) Recover the expenses and fees through a lien in accordance with section 50-37 of this Code; or

(ii) Draw against any applicable cash escrow or letter of credit required under section 50-54. If the city draws against such cash escrow or letter of credit, the cash escrow or letter of credit must be restored to its full value before any construction activity may resume at the site. If the city revokes a site disturbance permit due to a violation of this article, and the city incurred fees and expenses related to the violation, the city must return the balance of the cash escrow or letter of credit to the permittee following deductions made for the city's incurred expenses and fees.

Sec. 50-37. Fees, charges, and expenses to be a lien upon property.

(a) *Debt due and owing.* Unless paid within 30 days of assessment or request for reimbursement, all fees, rates, charges, penalties, or expenses incurred by the city under this article constitute a debt owing to the city, and the city has the right to recover on any such debt in the manner provided by law in any court of competent jurisdiction.

(b) *Lien.* Unless paid within 30 days of assessment or request for reimbursement, all fees, rates, charges, penalties, or expenses incurred by the city under this article constitute a perpetual lien on and against the site, and any such lien may be foreclosed by the city at any time in the manner as provided by the laws of the state for the foreclosure of mechanics' liens or in accordance with chapter 59 of this Code entitled "Municipal Liens." Such lien foreclosure by the city is subject to all rights of redemptions granted by C.R.S. §38-39-101 *et seq.*, as amended.

Sec. 50-38. Appeals of a determination or order of the director.

(a) *Filing; timeliness.* Except for an emergency action taken by the director under section 50-42 (e), a permittee or owner whose property is affected by a determination of the director made under this article, who is subject to a notice or order of the director made under section 50-36, may appeal that determination or order on a form prescribed by the city and available from the director on the city's website or by hard copy. The appeal must be in writing and be submitted to the city clerk within 14 days of the date of the director's determination or order. An appeal form that is not complete in all respects or that does not state the grounds for appeal shall be promptly returned by the clerk to the customer. The customer may resubmit an appeal form deemed incomplete by the clerk, and the clerk shall accept it, if the resubmitted form is complete and submitted to the clerk within the deadline set forth in this subsection. Compliance with the 14-day time

limit noted in this subsection (a) shall be a jurisdictional prerequisite to any appeal brought under this article. Failure to comply shall bar any such appeal.

(b) *Grounds.* The appeal shall be based on a claim that:

(1) The provisions of this article do not apply; or

(2) The true intent of this article has been incorrectly interpreted by the director.

(c) *Procedure*. The appeal form, and any other documentation submitted to the city clerk by the owner or permittee, as well as any response or documentation submitted by the director, will be submitted by the city clerk to the city manager for review. Notwithstanding any other provision of this Code, the appeal of the director's determination shall consist of a review of all relevant documentation on file with the city in the case, as well as the appeal form and any accompanying materials. All documents may be reviewed electronically. The city bears the burden of proof in an appeal to establish that the director's action or determination was reasonable in light of the intent of this article, that the terms of this article applied to the customer in question. The city manager shall review the information submitted, and within 14 days of the date of the filing of the appeal, issue a written decision on the appeal. The decision must contain the reason or reasons for the decision. The decision must set forth appeal rights, if any. The decision may be mailed by first class U.S. Mail or furnished to the customer electronically. Should the city manager fail to issue a written decision on the appeal within the time frame set forth herein, the claim shall be deemed denied, and the customer may proceed as if an adverse decision has been issued.

(d) *Appeal of city manager's decision.* The city manager's decision, or denial of an appeal as a result of the manager's failure to issue a written decision, shall be considered a final agency decision. The appeal may proceed under Rule 106 of the Colorado Rules of Civil Procedure.

Sec. 50-39. Right of entry.

(a) *Generally.* Where it is necessary to make an inspection or perform other work necessary to implement or administer this article, or where the director has reasonable cause to believe that there exists upon a structure or premises a condition or violation of this article that poses an immediate risk of harm to the city's MS4 or a serious threat to the health, safety, and welfare of the public, the director shall have the authority to enter the structure or premises at all reasonable times based upon the circumstances to inspect or to perform the duties imposed upon the director under this article. This right of entry exists to protect the environment by reducing or preventing pollutants from entering into the city's MS4 and to protect the health, safety, and welfare of the public.

(b) *Occupied premises.* If the structure or premises is occupied, the director shall present credentials to the occupant and request entry, unless the city has an easement allowing entry, or unless the structure or the building is located on common property of an HOA or other similar entity. If, after presentation of the director's credentials, entry is refused, the director shall have recourse to every remedy provided by law to secure entry, including seeking a warrant for entry.

(c) *Unoccupied premises.* If the structure or premises is unoccupied, the director shall first make a reasonable effort to contact the owner or other person having charge or control of the structure or premises and request entry, unless the city has an easement allowing entry or unless the structure or building is located on common property of an HOA or other similar entity. If entry is refused or unable to be obtained, the director shall have recourse to every remedy provided by law to secure entry, including seeking a warrant for entry.

(d) *Warrant process.* If entry is refused or unable to be obtained, and if there is reasonable cause to believe there exists upon a structure or a premises a violation of this article, the director may apply to the municipal court for a warrant, if the violation involves a serious threat to the health, safety, and welfare of the public, and if the violation is not also a violation prohibited by state statute for which a search warrant could be issued by a district or county court. The warrant may authorize entry on the structure or premises to inspect for the presence of a discharge or spill, to test or sample a discharge or spill, inspect for a connection to the MS4, to determine compliance with, or lack of, a site disturbance permit, or to otherwise determine compliance with this article.

Sec. 50-40–50-50. Reserved.

DIVISION 3. SITE DISTURBANCE PERMIT REGULATIONS

Sec. 50-51. ¶

~~(a) A site development permit is required for earth disturbing activities which disturbs an area of more than 10,000 square feet, except: ¶~~

~~¶~~

~~(1) Any emergency~~ **Land disturbance activity and permit required.**

(a) *Generally.* All land disturbance activity must comply with the city's Land Development Code, the Engineering Standards, this article, and any other applicable guidelines and standards adopted by the city. No land disturbance activity may exceed 60 acres on any one site unless authorized by the director.

(b) *Permit required.* Except for the land disturbance activity described in section (c), a site disturbance permit is required for each site or subdivision filing prior to conducting any land disturbance activity that:

(1) Covers an area equal to or greater than 0.5 acres, including stockpiles, construction staging, employee parking, and building material storage areas;

(2) Covers an area less than 0.5 acres but is part of a larger planned development;

(3) Involves environmentally sensitive or hazardous areas, as determined by the director; or

(4) Involves a project for which the director deems a site disturbance permit to be necessary.

(c) *When not required.*

(1) A site disturbance permit is not required for any land disturbance activity which is immediately necessary for the protection of life, property, or natural resources ~~as approved by the director.~~. However, the person responsible for the land disturbance activity is required to apply for a site disturbance permit within 14 days of commencing emergency activities if those activities meet the requirements of Sec. 50-51(b).

~~(2) Nursery and agricultural operations.¶~~

Sec. 50-52. Site disturbance permit authorized discharges.

(a) The site disturbance permit authorizes the following discharges:

(1) Stormwater associated with construction activity.

(2) stormwater associated with producing earthen materials, such as soils, sand, and gravel dedicated to providing material to a single contiguous site or within one quarter mile of the construction site also covered by the site disturbance permit.

(3) Stormwater associated with dedicated asphalt, concrete batch plants, and masonry mixing stations.

(4)Discharges from uncontaminated springs that do not originate from an area of land disturbance.

(5)Discharges to the ground of concrete or masonry washout water associated with the washing of concrete or masonry tools and concrete or masonry mixer chutes, and water used to wash vehicles, equipment, and external buildings. Discharges of concrete or masonry washout water must not leave the site as surface runoff or

reach a watercourse as defined by the code. The addition of soaps, solvents, and detergents is prohibited.

(6) Discharges of landscape irrigation return flow.

(7) Discharges from diversions of waters of the state within the permitted site.

(8) Discharges resulting from emergency firefighting activities during the active emergency response.

(b) All discharges from sites operating under a site development permit must consist only of the sources listed above, or must be covered under an additional or alternative permit.

Sec. 50-52. Site disturbance permit ¶

~~(b) A separate site development permit is required for each site and/or subdivision filing. Sites 10,000 square feet or less, that are a part of a larger development, whereas the obligations under the site development permit for that parcel have been transferred to the person intending to improve the parcel, will be issued a site development permit by the city in accordance with section 50-78 of this article.¶~~

~~¶~~

~~(c) Each application shall be accompanied by an~~ **application requirements.**

(a) *Application requirements.* An applicant seeking a site disturbance permit shall submit a completed permit application, meet all of the requirements set forth in the application, provide any other documents required by the director to support the application, and satisfy any other requirements established by the director.

(1) All documents required by the director to be submitted in support of an application must satisfy any requirements established by the director.

(b) *Application changes.* Prior to the issuance of a site disturbance permit, an applicant must update any new information on any permit application, including any changes to a document included in a permit application, within ten days of any change occurring.

Sec. 50-53. Site disturbance permit fee ~~in accordance with the table below:~~ **.**

~~Disturbed Earth square feet (SF)¶~~	~~Application Fee¶~~	~~ResubmittalFee¶~~
~~0—10,000¶~~	~~$0.00¶~~	~~$0.00¶~~
~~10,001—50,000¶~~	~~50.00¶~~	~~25.00¶~~
~~50,001—250,000¶~~	~~75.00¶~~	~~38.00¶~~

~~250,001—500,000¶~~	~~100.00¶~~	~~50.00¶~~
~~Greater than 500,000¶~~	~~125.00¶~~	~~63.00¶~~

Before a permit is issued pursuant to this article, the applicant shall pay to the city a site disturbance permit fee in an amount set forth in the public works administrative fees and costs schedule.

Sec. 50-54. Cash escrow or letter of credit required.

(a) *Cash escrow or letter or credit required.* No site disturbance~~¶~~

~~(d) Except as provided in this subsection (d)(2), no site development~~ permit shall be issued until such time as a cash escrow or letter of credit has been received and approved by the city. ~~Public and quasi-governmental entities are waived from the cash escrow or letter of credit requirement.~~ This cash escrow or letter of credit shall serve as security for the performance of work necessary to stabilize the site if the permittee ~~with the site development permit~~ fails to install or maintain the necessary ~~BMPs~~BMP or to complete the work under the permit. The amount of the cash escrow or letter of credit shall include, at a minimum, the cost estimate for the proposed BMP associated with the project.

~~(1) Upon~~(b) *Waiver of requirement.* Notwithstanding the ~~effective date of~~ requirements for providing security set forth in this ~~article, before the first permit required by this article is issued to, or on behalf of, any person, the applicant shall post with~~section, the director ~~as security for said permit,~~may waive posting of a cash escrow or ~~a~~ letter of credit ~~in the amount of $2,000.00 plus $200.00 per acre for any parcel that is the subject of a site development permit.¶~~

~~¶~~

~~(2) The~~if the applicant is a public or quasi-governmental entity, the applicant has already posted a cash escrow or letter of credit ~~shall~~for the project subject to these requirements, or the waiver would be ~~executed consistent with section 78-298(c) of~~within the ~~Code~~city's best interests.

~~(3)~~(c) *Drawing and replenishment.* The cash escrow or letter of credit shall remain at the ~~amounts~~amount specified herein~~:~~ through the final inspection for final stabilization. In the event the city draws against the security, the ~~developer~~applicant in question shall replenish the security to the amount required within 30 days after notice by the city to do so.

~~(4) This section shall not apply to permittees who have already posted a cash escrow or letter of credit.¶~~

~~¶~~

~~(5) Notwithstanding the requirements for providing security set forth in section 78-298 of this Code, the director may waive posting of a cash escrow or letter of credit.¶~~

~~¶~~

~~(e~~**Sec. 50-55. City responsibilities.**

(a) *Review and approval of permit applications.*

(1) The city will review each site ~~development~~disturbance permit application or revised application to determine ~~its~~the application's conformance with the provisions of this ~~chapter~~article, the Land Development Code, and the Engineering ~~Code of~~ Standards~~ and Specifications. Within 30 business days after physical~~ . Upon the receipt and review of an application~~ or within 20 business days after physical receipt of a revised application, the city shall~~, the director may, in writing:

~~(1~~ (i) Approve the permit application; ~~or~~

(~~2~~ii) Approve the permit application subject to such reasonable conditions as may be necessary to substantially secure the objectives of this article, and issue the permit subject to such conditions; or

~~¶~~

~~(3~~(iii) Disapprove the permit application, indicating the deficiencies. The applicant may submit a revised site ~~development~~disturbance permit application for review and approval, ~~subject to~~upon payment of a resubmittal fee as set forth ~~herein. An additional 20 business days may be required for review.~~in the public works administrative fees and costs schedule.

~~¶~~

(b) *Closure of* ~~**Sec. 50-74. Site development** *permit* **application.** ¶~~

~~¶~~

~~(a) The site development permit application supporting documentation must show the following: ¶~~

~~¶~~

~~(1) Construction site boundaries and all areas of earth disturbance, including areas of cut and fill, locations of springs, wetlands, and other surface waters including dry drainageways.¶~~

~~(2) Contours will not be more than one-foot intervals on individual lots, will not be more than two-foot intervals on other submittals, and shall show both existing and proposed grade on an appropriate scale and proposed parcel-specific and lot-specific drainage.¶~~

~~(3) Erosion and sediment control plans must show all temporary measures necessary to meet the objectives~~*without violation of this article*~~ throughout all phases of construction and permanently, after completion of development of the site.~~.

~~(4) Installation details of each erosion and sediment control practice to be utilized on-site in accordance with the specifications found in the most recent version of Urban Storm Drainage Criteria Manual, Volume 3—Best Management Practices, published by the Urban Drainage and Flood Control District or in the city's Engineering Standards and Specifications. In the event of a conflict between these two sources, the city's Engineering Standards and Specifications shall be followed.¶~~

~~(5) Alternative erosion and sediment control measures different from those available in the above subsection (4) by which are needed for unique situations may be approved by the city engineer on a case-by-case basis.¶~~

~~(6) For any development proposed within the city for which a stormwater management plan must be prepared and implemented pursuant to the laws or regulations of the state, a copy of the plan shall be submitted to the city along with the site development permit application.¶~~

~~(7) Any additional information needed by the city to properly evaluate the application. ¶~~

(1) The city may close a site disturbance permit when:

(i) Final ~~**Sec. 50-75. Site development permit requirements.¶**~~

~~(a) Once earth disturbing activities begin, the permit must be followed until such time as the site has reached final~~ stabilization~~:~~ has occurred at the opinion of the ¶
~~(b) The~~ director ~~is authorized to create standardized permit~~ ;

(ii) The final site conditions ~~and enforce those conditions to give effect to the purpose of this article.¶~~

~~(c) Clearing and grading.¶~~

~~(1) Clearing techniques that retain natural vegetation and retain natural drainage patterns shall be incorporated to the maximum extent practicable.¶~~

~~(2) Phasing shall be required on all sites. The maximum area of earth~~are in accordance with all terms of the site disturbance ~~at any one time is 60 acres, with the size of each phase to be established at plan review and approved by the director. Exceptions to this phasing requirement, up to 50 percent of the maximum 60 acres, may be granted with written approval from the director.~~permit; and

~~(3) Clearing, except that which is necessary to establish sediment control devices, shall not begin until initial sediment control devices have been installed.¶~~

~~(4) Cut and fill slopes shall be no greater than 3:1, except as~~ (iii) The condition of the site is approved by the ~~city engineer to meet other community or environmental objectives.¶~~

~~(5) Final grading shall be performed in such a manner as to provide adequate drainage. Drainage from the project must be controlled so it will not result in property damage.¶~~

~~(d) Erosion and sediment control.¶~~

~~(1) BMPs shall be employed and maintained so as to limit erosion, capture sediment, divert runoff around disturbed areas and prevent the movement of dust or sediment from the site. BMPs shall be employed and maintained to control building material storage and construction site waste, such as discarded building materials, concrete truck washout, chemicals, litter, sanitary waste and other non-stormwater discharges including construction dewatering and wash water that may cause adverse impacts to water quality.¶~~

~~(2) Soil must be stabilized within 45 days of inactivity.¶~~

~~(3) If vegetative erosion control methods, such as seeding, have not become established within the time frame designated in the permit conditions, the~~ director ~~may require that an additional vegetative option or a nonvegetative option be employed~~.

~~(4) On slopes 3:1 or greater or in drainage ways, special techniques that meet the design criteria in the most recent version of Urban Storm Drainage Criteria Manuals published by the Urban Drainage and Flood Control District, the city's Engineering Standards and Specifications, and the city's Land Development Code~~

~~shall be used to ensure stabilization. In the event of a conflict between these three sources, the city's Engineering Standards and Specifications shall be followed.¶~~

~~(5) Soil stockpiles must be stabilized or covered when remaining in place for 14 days or more.¶~~

~~(6) Sediment controls shall prevent impact to adjacent properties. ¶~~

~~(e) Best management practices shall be installed to control potential tracking onto roads and city right-of-way. Should off-site tracking occur, all practicable measures to clean roads and storm drainage ways, at a minimum by the end of each work day, must be utilized. The director is authorized to order a cleanup of a road more frequently.¶~~

~~(f) The permitee~~(2) The city may also close a site disturbance permit when there has been no activity at the site for a period of more than 60 days when doing so is in the best interest of the city.

(3) Nothing in this subsection (b) shall prohibit the city from revoking a site disturbance permit due to a violation of this article.

(c) *After final stabilization.* Following city final inspection, the permittee will confirm that final stabilization has been achieved by:

(1) Removing all temporary BMP and completing any final landscaping; and

(2) The city will confirm no other outstanding site disturbance permit requirements remain incomplete, close out the permit, and return any escrow amounts as appropriate.

Sec. 50-56. Site disturbance permit transfers; sale of individual lots.

(a) *Transfers.* In the event an owner sells, conveys, assigns, dedicates, or otherwise effectuates a change in ownership of all or part of a site, subdivision filing, or lot that is subject to a site disturbance permit, the new owner of the site, subdivision filing, or lot, or their authorized representative must agree with and be subject to the terms and conditions of the site disturbance permit as approved and that are applicable to the portion of the site acquired by the new owner. Any term or condition contained in the original site disturbance permit that could apply to any or all of the property sold, conveyed, assigned, dedicated, or otherwise transferred to the new owner will remain in effect as to the property that is conveyed.

(1) Transfer of the site disturbance permit to a new owner as set forth herein will become effective upon payment by the new owner to the city of a site disturbance

permit transfer fee. Should the new owner fail to pay the fee within 14 days of the transfer, the new owner must apply for a new site disturbance permit.

(2) The director may also require a new owner to complete a permit transfer form or any other process deemed necessary by the director to transfer the permit.

(3) Upon a transfer described in this subsection (a), the new owner must, within 14 days of the transfer, designate a new site disturbance permit contact person to the site, inform the city of the change of contact person, and take any other action deemed necessary by the director to facilitate the transfer of the permit.

(b) *Sale of individual lots.* The permittee's obligations under this article for an individual lot end after the following conditions have been met:

(1) The lot has been sold to a private homeowner for private residential use;

(2) A certificate of occupancy or ~~his/her agent shall conduct~~equivalent is maintained on-site or electronically and is available for review upon request by the city or division;

(3) The lot is less than one half acre of land disturbance activity;

(4) All construction activity on the lot by the permittee is complete, including the installation of sediment and erosion control measures that minimize sediment from exiting the lot, or the installation of temporary stabilization on remaining disturbance where the permittee is not responsible for final stabilization (e.g. backyards);

(5) The permittee is not responsible for final stabilization of the remaining disturbed areas on the lot; and

(6) The SWMP is modified to indicate that the lot is no longer part of the construction activity.

The permittee's obligations for the rest of the development continue as established by this article.

Sec. 50-57. Site disturbance permittee – inspection responsibilities.

(a) *Generally.* The permittee shall perform any action or inspection as requested by and in accordance with direction from the director. The permittee shall also allow representatives of the city to enter the permitted site as necessary to make regular inspections ~~of~~to ensure the validity of the reports filed pursuant to this article and the

permittee's compliance with the permit's conditions and requirements. The director has the right of entry pursuant to section 50-39.

(b) *Before construction.* Following the issuance of a site disturbance permit but before any land disturbance activity begins, the applicant shall install all initial BMP and schedule an initial inspection with the public works department. The purpose of the inspection is to ensure all BMP are adequate, installed correctly, and functioning properly.

(c) *During construction.* The permittee must inspect all erosion and sediment control measures ~~at least~~on the site on a regular basis but no less than every 14 days. ~~Post-storm inspections must be conducted~~ The permittee must also inspect all erosion and sediment control measures on the site within 24 hours after the end of any precipitation, windstorm, or snowmelt event that causes surface erosion.

(1) Inspections shall include observations of the construction site perimeter, all disturbed areas, ~~material~~materials storage areas that are exposed to precipitation, discharge locations, and locations where vehicles access the site for evidence of, or potential for, pollutants entering the stormwater drainage system~~, erosion and sediment control practices~~. The inspection shall also confirm that the site is in compliance with the BMP identified in the site ~~development~~disturbance permit, the erosion and sediment control plans, and/or SWMP shall be evaluated to ensure that they are operating correctly.

(2) All inspections shall be documented in written form and maintained with the onsite ~~site development permit.~~SWMP. The documented ~~permitee~~permittee inspections must contain, at a minimum, the name of the inspector, the date of the inspection, any concerns noted during the inspection, the date that each concern was addressed, and any revisions to the site ~~development~~disturbance permit as a result of the inspection. A copy of the inspection must be made available to the director upon request.

(3) Should revisions to the ~~best management practices~~control measures be implemented as a result of deficiencies noted during site inspections, those revisions must be approved by the director and recorded within ~~3~~three business days on the approved supporting documentation for the site ~~development~~disturbance permit.

~~(g) As a condition of receipt of a site development permit, the authorized representatives of the city staff, including a designated agent, may enter the development site identified in the permit as necessary to make regular inspections to ensure the validity of the reports filed pursuant to this article.~~(d) *Final inspections.* The permittee, in coordination with the city, must conduct all final inspections for all erosion and sediment control

measures on the site and document the findings of such inspections in accordance with requirements established by the director.

¶

~~(h) Unless emergency work is necessary, the person to whom the permit has been issued shall have a maximum of seven calendar days from receipt of a city inspection that notes where work fails to comply with the site development permit or SWMP to repair, replace, or otherwise remediate noncompliance conditions or activity noted on the inspection report unless otherwise advised. A written request for an extension may be submitted to the director, who is authorized to grant or deny such extensions.¶~~

Sec. 50-~~76.~~58. Site ~~development~~disturbance permittee – other responsibilities while permit is open.

(a) *Generally.* Once land disturbance activities begin, the permittee must follow all permit conditions and requirements established by the city until such time as the site has reached final stabilization in accordance with section 50-56(b).

(b) *Before and during construction.* Before and during construction, the permittee shall be responsible for ensuring that:

(1) Any installed temporary BMP are properly maintained and are in good working order up to and until the site has reached final stabilization;

(2) The site is fully developed and final stabilization is achieved;

(3) Any deficiencies noted by the director prior to the expiration of the warranty period for any public improvements in the project have been corrected;

(4) Stormwater drainage facilities are constructed and installed in accordance with the approved SWMP, Site Plan, construction plans, and final drainage report;

(5) All temporary BMP are removed within 14 calendar days after final stabilization has been achieved and the temporary measures are no longer needed as determined by the director; and

(6) The city is notified that construction has been completed and that the permittee cooperates with the city's final inspection to confirm whether final stabilization has been achieved.

Sec. 50-59. Site disturbance permittee – maintenance responsibilities after permit is closed.

(a) Following the closure of a site disturbance permit pursuant to section 50-56, the owner is responsible for maintaining all stormwater drainage facilities shown on the approved site plan, construction plans, and final drainage report.

(b) Notwithstanding any other provision in this article to the contrary, an owner must allow a regular inspection of stormwater drainage facilities by the City or a representative thereof on any lot or property that is or was subject to a site plan, construction plans, and final drainage report.

Sec. 50-60–50-71. Reserved.

DIVISION 4. UNLAWFUL ACTS

Sec. 50-72. Unlawful discharge.

(a) *Unlawful discharges.* It shall be unlawful for any person to discharge or cause to be discharged or spilled any substance other than naturally occurring stormwater runoff, including naturally occurring stormwater runoff containing incidental pollutants, into the city's MS4.

Exceptions: The following discharges or spills shall not be considered an illegal discharge if the discharge or spill originates from:

(1) Uncontaminated pumped groundwater that has not come into contact with construction activity;

(2) Landscape irrigation, lawn watering, or irrigation return flows;

(3) Diverted stream flows, natural springs, or flows from naturally existing riparian habitats and wetlands;

(4) Rising groundwater;

(5) Uncontaminated groundwater infiltration;

(6) Uncontaminated water from crawl space pumps, foundation drains, or footing drains;

(7) Air conditioning condensation;

(8) Individual or residential car washing;

(9) Water incidental to street sweeping (including associated sidewalks and medians) not associated with construction;

(10) Emergency firefighting activity;

(11) Dye testing approved by the director prior to the discharge in which the person engaging in the discharge must provide sufficient analysis of the environmental impacts of the product(s) used for the dye;

(12) Agricultural stormwater runoff;

(13) Discharges authorized by a Colorado Discharge Permit System or National Permit Discharge Elimination System permit~~ **compliance and** ~~; or

(14) Discharges that are made in accordance with the Division's Low Risk Discharge Guidance documents relating to various types of discharges and water line flushing, including but not limited to discharges of potable water and pools, as well as other Division policies and guidance documents where the Division has stated that it will not pursue permit coverage or enforcement for a specified point source discharge.

(b) Nothing contained herein shall be construed to relieve any person discharging, causing to be discharged, allowing to be discharged, spilling, or causing to be spilled, water or any authorized discharge into the MS4 from any liability for damage caused by the volume or poor quality of the water or authorized discharge.

(c) Any person notified of an actual or threatened unlawful discharge shall immediately take actions to stop the unlawful discharge or spill or take any action necessary to prevent the threatened unlawful discharge or spill from occurring.

Sec. 50-73. Failure to comply; conducting operations without permit.

(a) No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, without a site disturbance permit or contrary to or in violation of any terms of this ~~article or the~~chapter or any conditions or requirements for an approved site ~~development~~disturbance permit.

Sec. 50-74. ~~(1) Any~~ **Other unlawful acts.**

(a) *False statements.* It shall be unlawful for any person to make any false statement, representations or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this article, land disturbance permit, or order issued by the director in accordance with this article.

(b) *Failure to maintain.* It shall be unlawful for a permittee ~~violating any of~~ to fail to maintain any and all temporary BMP and stormwater drainage facilities provided for in the SWMP both during and after completion of the development, redevelopment, or construction associated with the SWMP.

(c) *Failure to keep plans on site.* It shall be unlawful for a permittee to fail to keep a copy of the ESC or SWMP, as required, at the site at all times until the site disturbance permit is closed.

(d) *Failure to inspect.* It shall be unlawful for any permittee to fail to perform any inspection required by this article or by any State permit.

(e) *Refusal to allow inspection.* It shall be unlawful for any person to refuse to allow an inspection required under this article.

(f) *Refusal to allow entry.* It shall be unlawful for any person who owns or occupies property upon which a discharge or spill has occurred or originated from, or which contains a connection to the MS4, to refuse to allow the director to survey or inspect the property in accordance with the provisions of this article~~ or the approved site development permit shall be deemed guilty of a misdemeanor, and each day during which any violation~~.

(g) *Failure to obey.* It shall be unlawful for any person to fail to obey an order, rule, or regulation issued by the director under this article. For purposes of this subsection (i), "fail to obey" includes but is not limited to a person's failure to comply with a directive issued under section 50-36, failure to remove a connection to the MS4, failure to take action to control or stop an unlawful discharge, or failure to remediate damage caused by an unlawful discharge or illicit connection.

(h) ~~any of the provisions of this article is committed,~~ *Illicit connections.* It shall be unlawful for any person to construct, use, maintain, or permit the continued ~~or permitted, shall constitute a separate offense.~~existence of any illicit connection to the MS4.

~~(2) Upon conviction~~(i) *Unlawful substances.* It shall be unlawful for any person to introduce any substance into the MS4 that may cause personal injury or damage to public or private property.

(j) *Unlawful storage.* It shall be unlawful for any person to place, store, maintain, allow to accumulate or permit any other person to place, store, maintain, or allow to accumulate on any public property or right-of-way any stockpile, pile, storage, accumulation of ~~any~~ construction materials or landscape materials, or any roll-off dumpster, unless such person is an employee, official or contractor of the city acting within the scope of their municipal functions.

(k) *Unlawful blocking.* It shall be unlawful for any owner to fail to keep and maintain any watercourse within their property free from trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse.

(l) *Unlawful hazard.* It shall be unlawful for any owner of private property to allow a privately-owned structure within or adjacent to a watercourse to interfere with or become a hazard to the use, function, or physical integrity of such watercourse or any part thereof. In addition, the owner shall maintain each privately owned structure within or adjacent to a watercourse so that the structure does not interfere with or become a hazard to the use, function, or physical integrity of such watercourse or any part thereof.

Sec. 50-75. Criminal penalty; continuing violation.

(a) *Penalty.* A violation~~, such permittee~~ of this article shall be punished by a fine or imprisonment not to exceed the limits established in section 1-5 of this Code~~ for each offense. In addition to any other penalty authorized by this section, any permittee, partnership, or corporation convicted of violating any of the provisions of this article shall be required to bear the expense of such restoration~~.

~~(3) The city may withhold~~ (b) *Continuing violation.* In accordance with section 1-5 of this Code, every day any violation of this article continues or is permitted or allowed to continue shall constitute a separate offense.

(c) *Concurrent remedies.* The initiation of a prosecution for a violation of this article shall not preclude the director from instituting other appropriate action to restrain, correct, or abate a violation or to stop an illegal act or unlawful discharge, conduct, or the utilization of an illicit connection on or about any property. The initiation of a prosecution for a violation of this article shall also not preclude the director from taking any actions under section 50-36.

Sec. 50~~-city inspections, building permits,~~76. Conflicts.

If a dispute or ~~certificates~~conflict arises between a provision of ~~occupancy for any site which is not in compliance with the site development permit.¶~~

~~(4) The penalties provided in~~ this article ~~shall be cumulative~~ and ~~not in lieu of each other and may be exercised in any order. ¶~~

~~(b) In the event any person holding a site development permit pursuant to this article violates the requirements~~the provisions of any technical code, specification, rule, or ~~terms~~regulation adopted by the city, the director shall determine the prevailing interpretation of this article~~, or implements site development in such a manner as to materially adversely affect the health, welfare, or safety~~ in light of ~~persons residing or working in~~ the ~~neighborhood or development site, so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, or so as to be materially detrimental to the environment or nearby waterways, the director may stop work~~ technical code, specification, rule or regulation based on the ~~site, as described in subsection 10-1-2-2E1 of the Arvada Land Development Code,~~

~~until such time the site returns to a reasonable compliance level as determined by the director~~relevant circumstances.

~~(c) In the event any person holding a site development permit pursuant to this article fails to comply with a notice of violation or order to stop work, fails to remedy the violation to the satisfaction of the director within the required period of time, or repeatedly is in violation due to systemic issues within the management of the site, then the director, in consultation with the city attorney, shall determine whether to subject the violator to criminal prosecution pursuant to section 10-1-2-3 of the Arvada Land Development Code, or to any other remedy available.¶~~

~~(d) In the event any person holding a site development permit pursuant to this article fails to comply with all of the terms of the site development permit or if the erosion and sediment control measures fail to function properly, the city may do the required work or cause it to be done and collect from the person or their security all costs incurred, including a 50 percent administrative and inspection fee. Before construction activity may resume at the site, the deposit or letter of credit shall be restored to full value. If the site development permit is terminated, any remaining portion of a deposit or letter of credit shall be refunded to the person after deduction by the city of 150 percent of the cost of the work.¶~~

~~(e) Notwithstanding the availability of any other remedy, any violation of this article shall constitute a violation of the city code and shall be subject to the general penalty and continuing violation provisions of section 1-5 of the Code.¶~~

Sec. 50-77~~. Appeals.~~ –50-90. Reserved."

~~(a) Appeals as a result of enforcement of this article may be made pursuant to article V of chapter 2 of the Code, with the determination made by any authorized representative or employee of the city.¶~~

~~(b) Intermediate appeals as a result of enforcement of this article shall be by petition to the director from the site development permit holder for a hearing on a revision, adjustment or modification of the enforcement action. The director may hold the appeals hearing, or designate another as a hearing officer with authority to hold such hearing. The filing of a petition shall not stay any owner's obligation to comply with the enforcement during pendency of the hearing.¶~~

~~(c) Any petition filed pursuant to this article shall be in writing, and the facts submitted shall be likewise submitted in writing as sworn statements, in form generally acceptable in similar proceedings. Any hearing shall take place within the city at a date and time set by the director, but no later than seven working days from the date of receipt of the petition by the director, unless a different time and date is agreed to by the petitioner and the~~

~~director. Hearings held pursuant to this article shall be held in accordance with the procedures set forth in section 2-171 et seq. of this Code.¶~~

~~(d) The director shall make a final determination and may confirm or modify the enforcement remedy in accordance with facts submitted. The director's decision shall be in writing and shall be mailed to or served upon petitioner within ten business days of the conclusion of the hearing. Service by certified mail, return receipt requested, shall be conclusive evidence of notice for the purpose of this article. The decision of the director following an appeal pursuant to this article shall be considered a final order of the director, and any review thereof shall be by the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.¶~~

~~(e) Contest of any criminal citation shall be in the Arvada Municipal Court.¶~~

~~**Sec. 50-78. Site development permit transfers, awards, or termination.¶**~~

~~(a) In the event an applicant sells, conveys, assigns, dedicates or otherwise effectuates a change in ownership of all or part of a site, subdivision filing, or lot that is subject to a valid site development permit, the new owner of the site, subdivision filing, or lot, or an authorized representative of the new owner shall either (i) take such interest subject to the existing site development permit or (ii) must obtain a new and separate site development permit. The new owner of the site and/or subdivision filing, or an authorized representative of the new owner, shall either:¶~~

~~(1) Agree with and be subject to the terms and conditions of the site development permit as approved that are applicable to the portion of the site acquired by the new owner, in which case the site development permit, or a portion thereof, can, upon payment of a transfer fee and execution of an acknowledgment of transfer, be transferred to the new owner; or¶~~

~~(2) If the new owner does not agree with the terms and conditions under the site development permit and submits a new application to be reviewed and approved under the provisions of this article, the terms and conditions of the existing site development permit shall apply during any review period.¶~~

~~(b) In all cases, a new site development permit contact will be assigned to the site.¶~~

~~(c) Should the portion of the site development permit assigned to a new owner contain an area 10,000 square feet or less, a new site development permit will be awarded to the new owner. ¶~~

~~(d) The sale of individual lots where structures have been built and completed to private homeowners will not release the person first obtaining a site development permit from~~

~~the obligation to prevent sediment from moving from these lots onto the areas still covered under the site development permit.~~¶

~~(e) Termination of a site development permit requires that 1) the site is permanently stabilized, 2) final site conditions are in accordance with permit conditions, and 3) approval by the director. The city may terminate a permit based upon inactivity and permanent stabilization upon notice sent to the site development permit contact when to do so is in the best interest of the city.~~¶

~~(f) Nothing herein shall be construed to modify the time period for the city to complete its final inspection and approval, nor shall anything herein be deemed to constitute a termination of a site development permit other than as set forth in section 50-78(a) of this article.~~¶

~~**Sec. 50-79. Separability.**~~¶

~~The provisions and sections of this article shall be deemed to be separable, and the invalidity of any portion of this article shall not affect the validity of the remainder.~~ ¶

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CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 10.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Texas Roadhouse request for two Major Modifications from the Land Development Code, generally located at 5550 Wadsworth Blvd, City of Arvada, CO (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

Texas Roadhouse has requested two (2) Major modifications from the Land Development Code, generally located at 5550 Wadsworth Blvd, City of Arvada, CO. The sub-items will provide detailed information about the request as well as the recommended motion for each item. All relevant attachments for this development case are included in this item.

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	6/26/2024
Rob Smetana, Planning Manager	6/26/2024
Jessica Garner, Director of Community and Economic Development	6/26/2024
Gail Walker, Legal Specialist-Contracts	6/28/2024
Emily Grogg, Senior Assistant City Attorney	6/28/2024
Linda Haley, Deputy City Manager	6/28/2024
Rachel Morris, City Attorney	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Texas Roadhouse
Major Modifications
DA2023-0045

NATURE OF REQUEST

Greenberg Farrow, representing Texas Roadhouse, is requesting approval of Major Modifications for a new restaurant to be located at the northeast corner of Wadsworth Boulevard and 55th Avenue.

The project is to be located on an approximately 1.16-acre site that will be created as part of a Minor Subdivision of the lot from the Harkins Theater site. The project will include the construction of a one-story, 9,214 square foot restaurant building, a required small urban park and slight revisions to adjacent parking areas.

MAJOR MODIFICATIONS REQUESTED

The Applicant is requesting Major Modifications to the Arvada Land Development Code (LDC) standards as part of this project. Those modifications are:

1. A modification from Subsection 5-1-3-1.B.2 that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors.
2. A modification from Subsection 5-1-3-1.B.6 that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street.

LOCATION AND HISTORY

The subject property is located approximately 5550 Wadsworth Boulevard and is currently used for parking associated with the Harkins Theater.

NEIGHBORHOOD MEETING

A neighborhood meeting regarding the modifications was held on February 15, 2023. No members of the public or adjacent property owners attended the meeting.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: Due to the location of the proposed building being far from residential properties and streets, the Director determined that written notice was unnecessary.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

The application was submitted on April 27, 2023. Staff met review deadlines, per the development review timeline. However, due to discussions regarding site related issues, the time between the applicant submissions exceeded the standard timeline.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The subject property is currently zoned Open Space (OS) and is approximately .6 acres in size.

Surrounding properties are zoned and utilized as follows:

Direction	Zoning	Actual Use
North	MX-T (Mixed Use – Transit)	Commercial
South	MX-T (Mixed Use – Transit)	Commercial
East	MX-T (Mixed Use – Transit)	Commercial
West	MX-T (Mixed Use – Transit)	Hotel

PROJECT ANALYSIS

Building Design

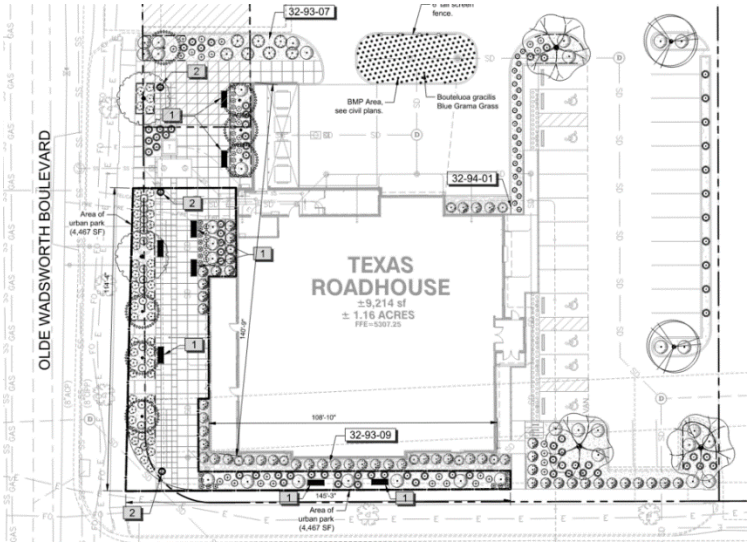
The building design of the project meets all LDC requirements except:

1. Section 5-1-3-1.B.2 regarding building height. The proposed building does not meet the minimum height requirement of 25 feet and does not have at least two usable floors. However, the building mechanical screen has a height of approximately 22 feet and the tower elements have a height of almost 29 feet. The applicant believes that height meets the intent of the requirements and that existing retail/restaurant buildings in the vicinity of the site are also single-story and approximately the same height as the proposed building.

FRONT ELEVATION (SOUTH)

2. Section 5-1-3-1.B.6 regarding required percentage of windows and doors on street facing facades. The proposed west façade of the building does not meet the required percentage of windows and/or doors of 50 percent of the area between two and 10.5 feet above grade. Only 11.31 percent of the façade contains transparent windows and doors. However, the façade does contain a number of spandrel glass (non-transparent) windows. Additionally, a large outdoor dining area has been located along the street facing side of the building to provide activation along the Wadsworth Boulevard. A large percentage of the required small urban park is also along the Wadsworth street frontage.

LEFT ELEVATION (WEST)



Location of small urban park

Based on the mitigation provided, the building design elements proposed as part of the project, and the justification of a single-story building as being consistent with the surrounding area, staff supports the proposed Major Modifications.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The requested modifications do not conflict with the Comprehensive Plan. The proposed mitigation and building design elements to be provided as part of the project comply with the intent of the zoning district in which the project is located.
2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The applicant has proposed a creative design to mitigate the two modifications that have been requested. The building height has been increased to provide a mass

		that reflects the LDC regulations. Additionally, the large outdoor dining area and the small urban park on the west side of the building will provide street activation that is not required by the LDC.
3. The requested modification will not result in incompatible development.	Complies	The proposed building meets all of the other building and site design criteria associated with the zoning district and pedestrian priority street regulations and is therefore compatible with the intent of the LDC.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The building will not impact health, safety, or general welfare.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	No adverse impacts have been identified with the proposed development.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, Staff recommends approval of the Major Modifications by the Planning Commission.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

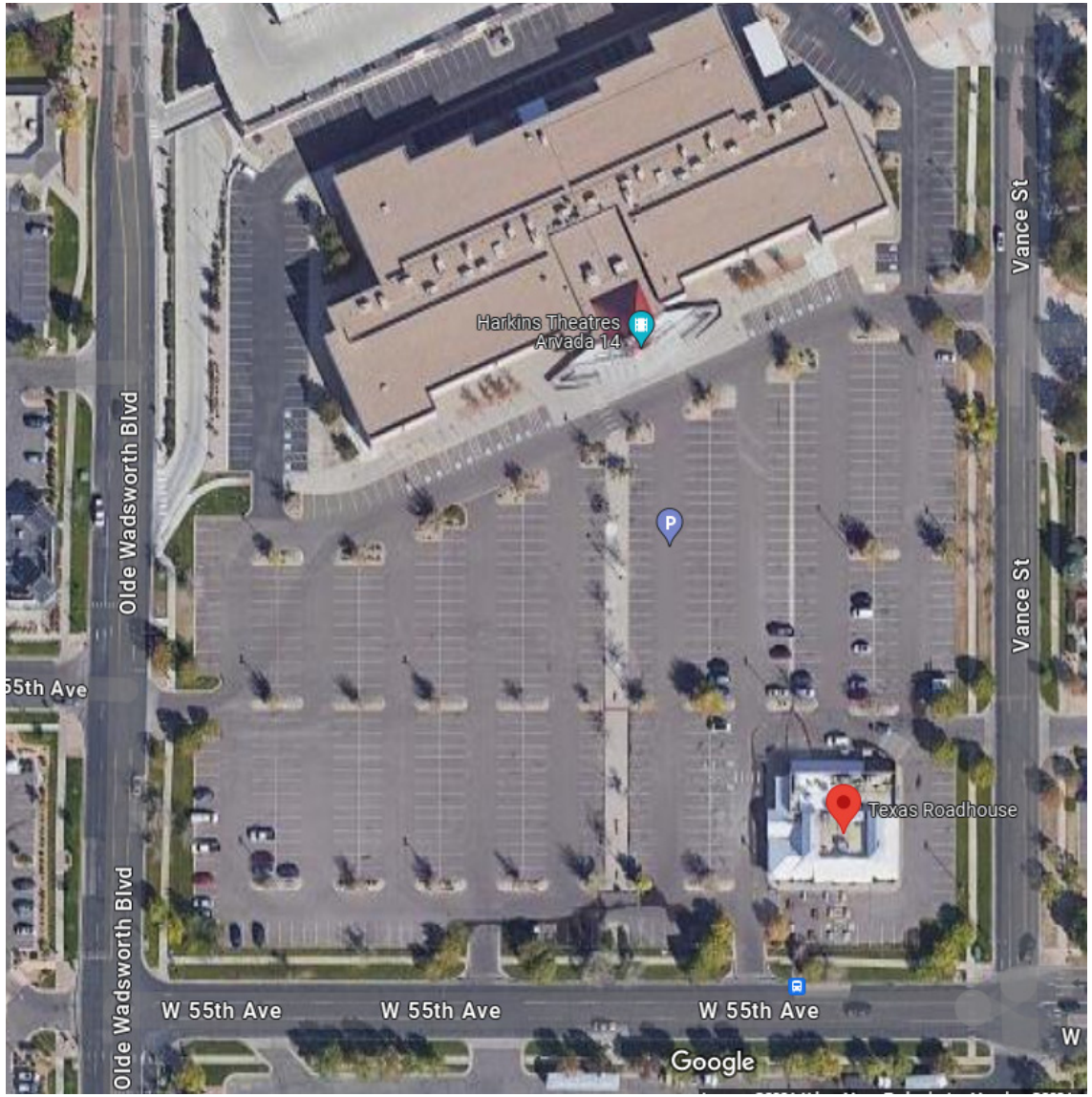
MAJOR MODIFICATION REQUESTS

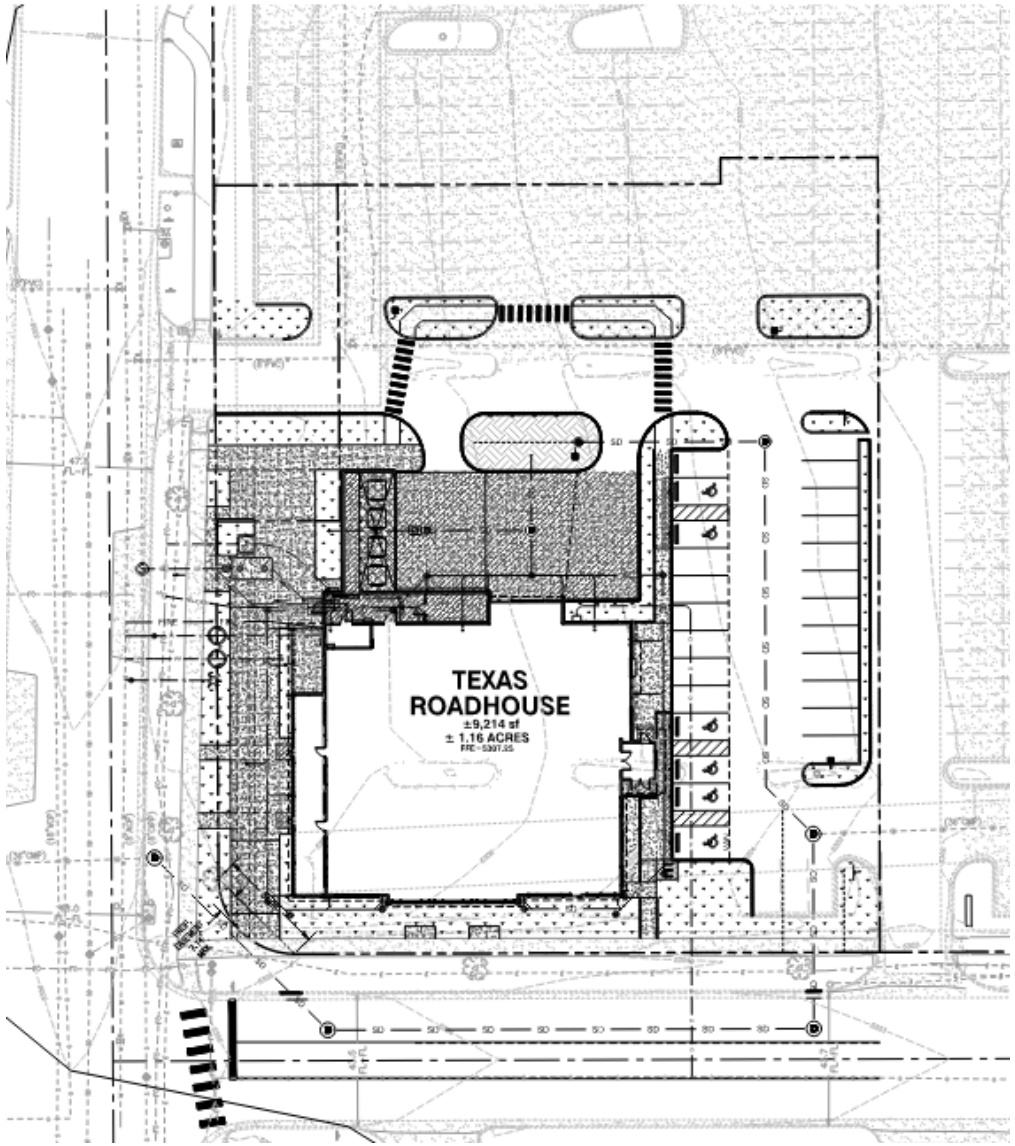
TEXAS ROADHOUSE

ARVADA, CO

July 15, 2024

EXISTING SITE AND PROPOSED SITE PLAN





MAJOR MODIFICAITON REQUESTS TO THE PEDESTRIAN PRIORITY ZONE

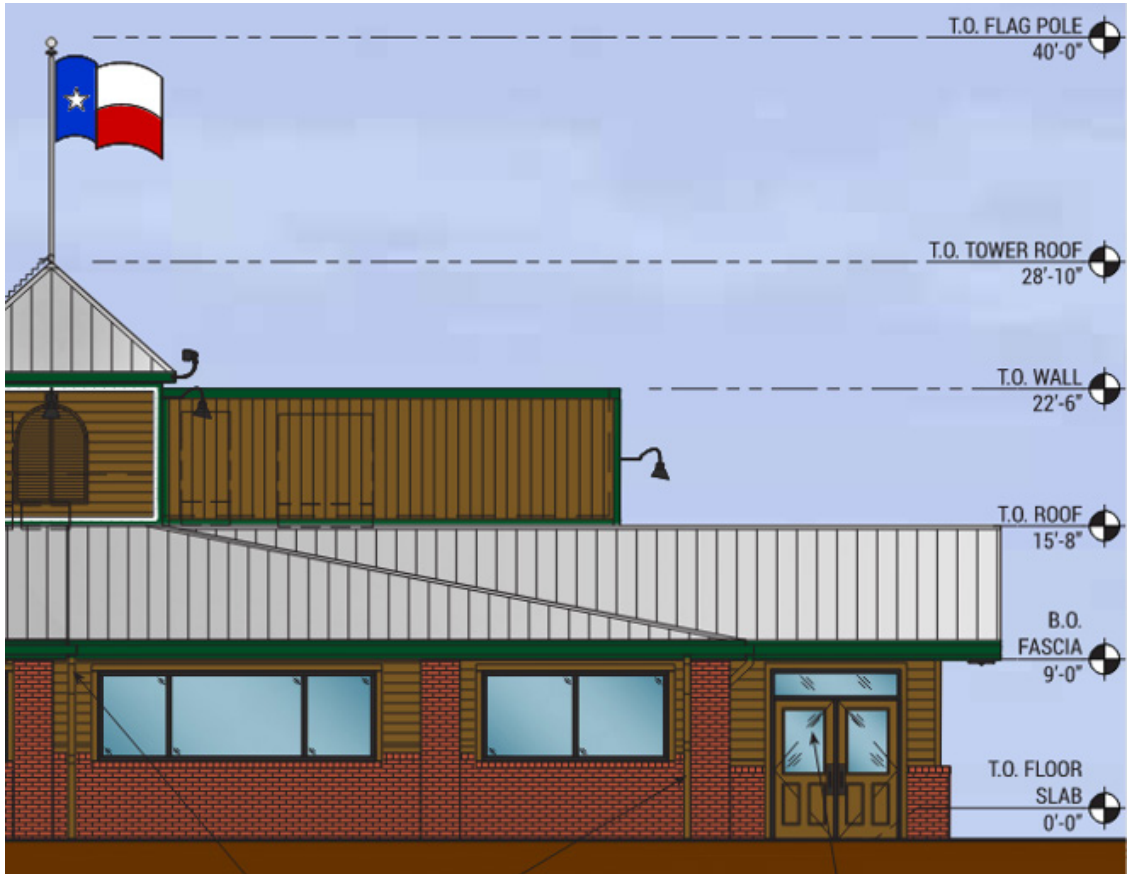
Major Modication Request #1:

- Requirement: Buildings in the frontage must be a minimum of 25’ in height and contain 2 useable floors.
- Proposed: The building is 1-story, 28’10” in height to the tower and 15’ from FFE to the roofline.

Major Modication Request #2:

- Requirement: 50% of street facing walls 2-10/5’ above grade must have transparent window and doors in order to provide clear views of building interiors from the street and to allow natural surveillance of the street and adjacent outdoor spaces.
- Proposed: West elevation facing Wadsworth reflects 11.31% transparency. South elevation facing 55th Street reflects 40% transparency.

MAJOR MODIFICAITON #1:
1 USEABLE FLOOR



JUSTIFICATION

- Total building height exceeds the minimum 25’ for 28’10” to the top of the tower.
- The exterior appears as a 2-story building based on the architectural features of the towers above the 15’ roofline.
- Surrounding users within this zone have only 1 useable floor with similar appearances of a 2-story building based on total height. *Heights Based on Jefferson County Assessor’s Data.

HARKINS THEATER: ‘34

KOKORO RESTAURANT: ‘20

NAMASTE - STARBUCKS MULTI-TENANT CENTER: 20’

T-MOBILE/FEDEX: 19’

ADVANCED AUTO PARTS: 18’

RUBY TUESDAY: 12’

MAJOR MODIFICAITON #2:
REDUCED TRANSPARENCY

TRANSPARENCY AND GLAZING AREAS AND PERCENTAGES					
ELEVATION	PEDESTRIAN PRIORITY VIEW PLANE AREA (BETWEEN 2' & 10.5' ABOVE GRADE)	TRANSPARENT AREA	SPANDREL/FAUX WINDOW AREA	TOTAL TRANSPARENCY PERCENTAGE	TOTAL GLAZING PERCENTAGE (TRANSPARENT + SPANDREL)
SOUTH ELEVATION	884.78 SF	354.33 SF	0.00 SF	40.05%	40.05%
WEST ELEVATION	771.82 SF	87.33 SF	108.00 SF	11.31%	25.31%
NORTH ELEVATION	892.84 SF	6.33 SF	94.50 SF	0.71%	11.29%
EAST ELEVATION	820.56 SF	128.88 SF	27.00 SF	15.71%	19.00%

WADSWORTH BOULEVARD

11.31% Transparency - 25.31% Total Glazing

LEFT ELEVATION (WEST)

VIEW SOUTH FROM WADSWORTH BOULEVARD

WEST 55TH AVENUE FRONTAGE

40.05% Transparency

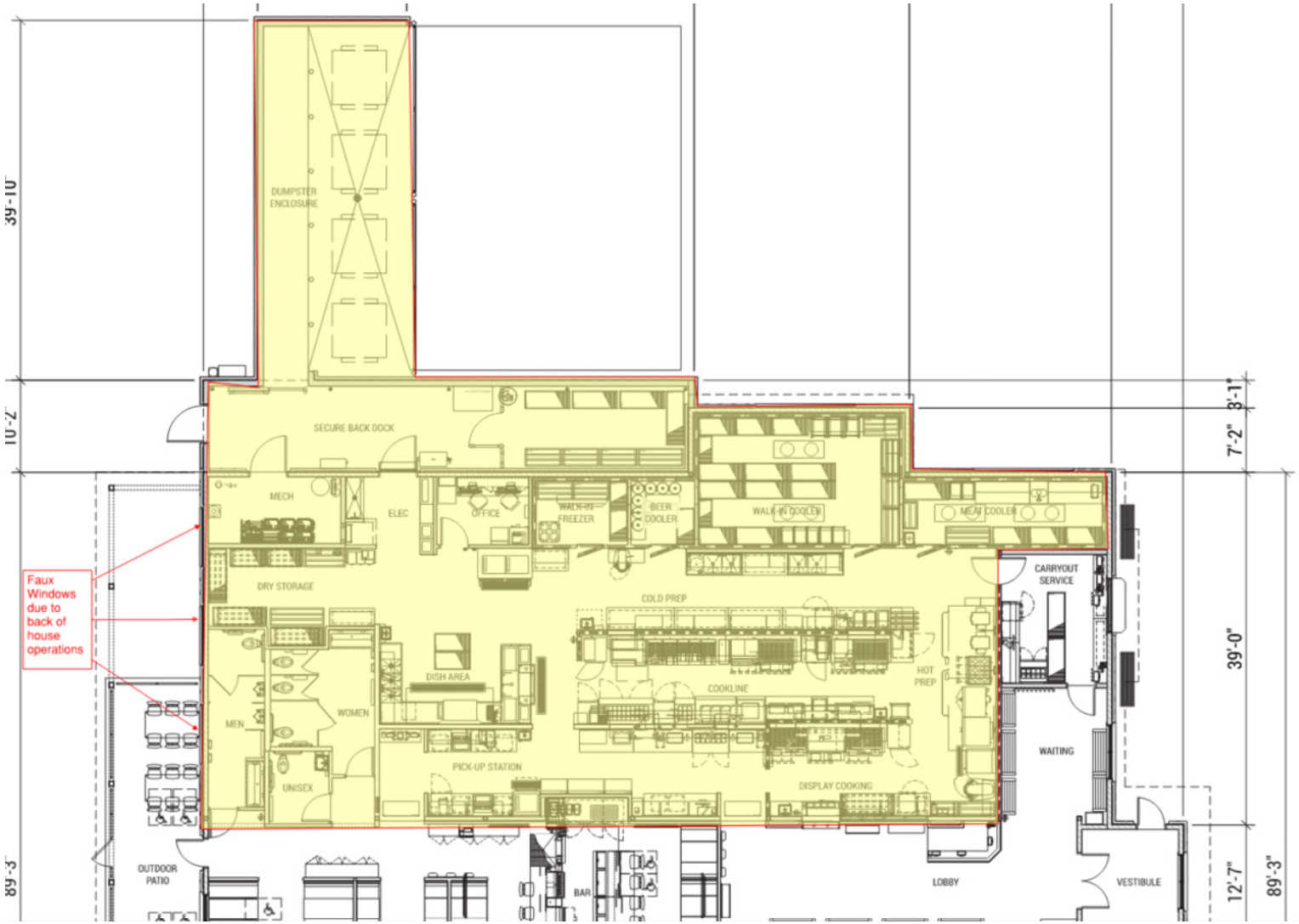
FRONT ELEVATION (SOUTH)

VIEW WEST FROM 55TH AVENUE FRONTAGE

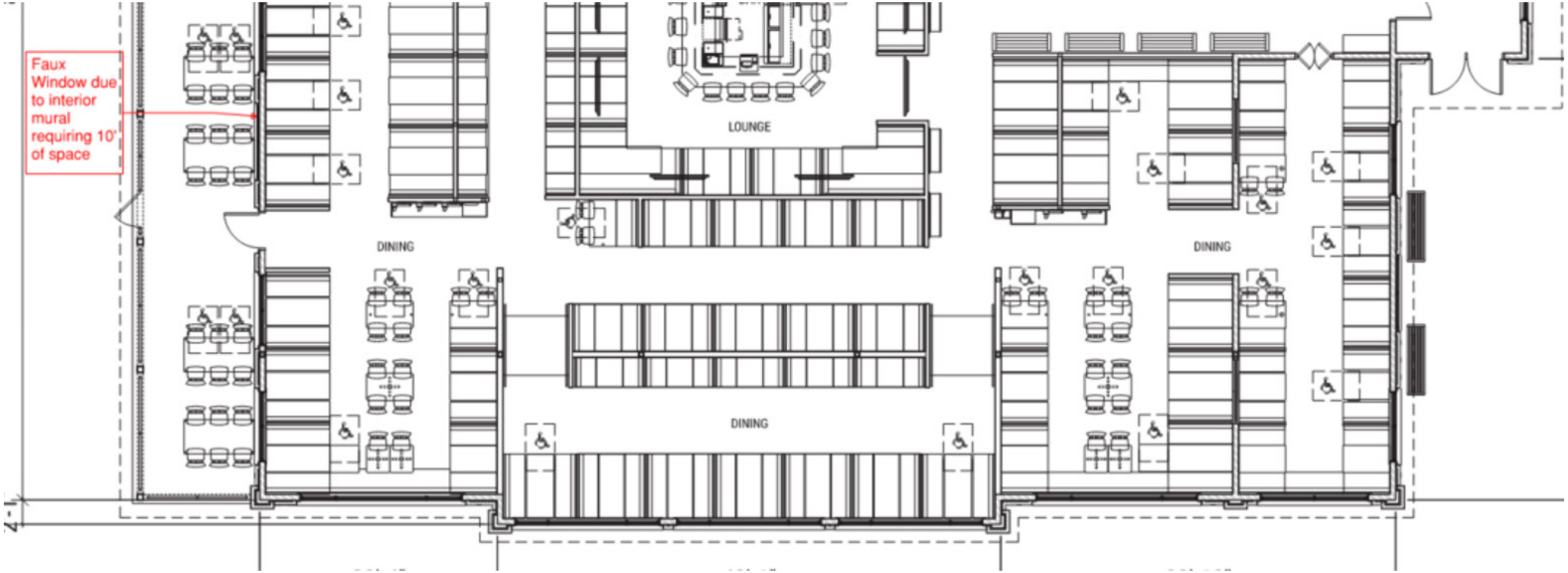
JUSTIFICATION

- The metal awning prohibits the window height to only 9’.
- Internal back of house operations and interior layout conflicting with transparent window views.
- Interior art murals requiring 10’ width of space.
- Booths adjacent to the walls are raised 10” above the finished floor. This prohibits windows expanding down towards the ground floor as the exterior view would be unsightly into under the table and at booth ends.

BACK OF HOUSE OPERATIONS



FRONT OF HOUSE OPERATIONS



BUILDING UPGRADES

- Other elements of the proposed building and site layout are contributing to meeting the intent of the Pedestrian Priority Zone.
    - Faux windows have been added to help the overall glazing to 30%.
    - Location of building in proximity to the public ROW.
    - Urban park features wrapped around both south and west elevations.
    - Outdoor dining area usable for 3 seasons out of the year and includes ceiling mounted heaters
    - Architectural decorative brick feature was added to blank dumpster wall along with complementing winter landscape.
    - Roof over the dumpster enclosure was added to provide additional screening.

At the May 21st Plan Commission Meeting, the Commissioners provided their recommendations to improve the project and offset the transparency reduction. We have revised the building, site and landscape plans accordingly based on those concerns.

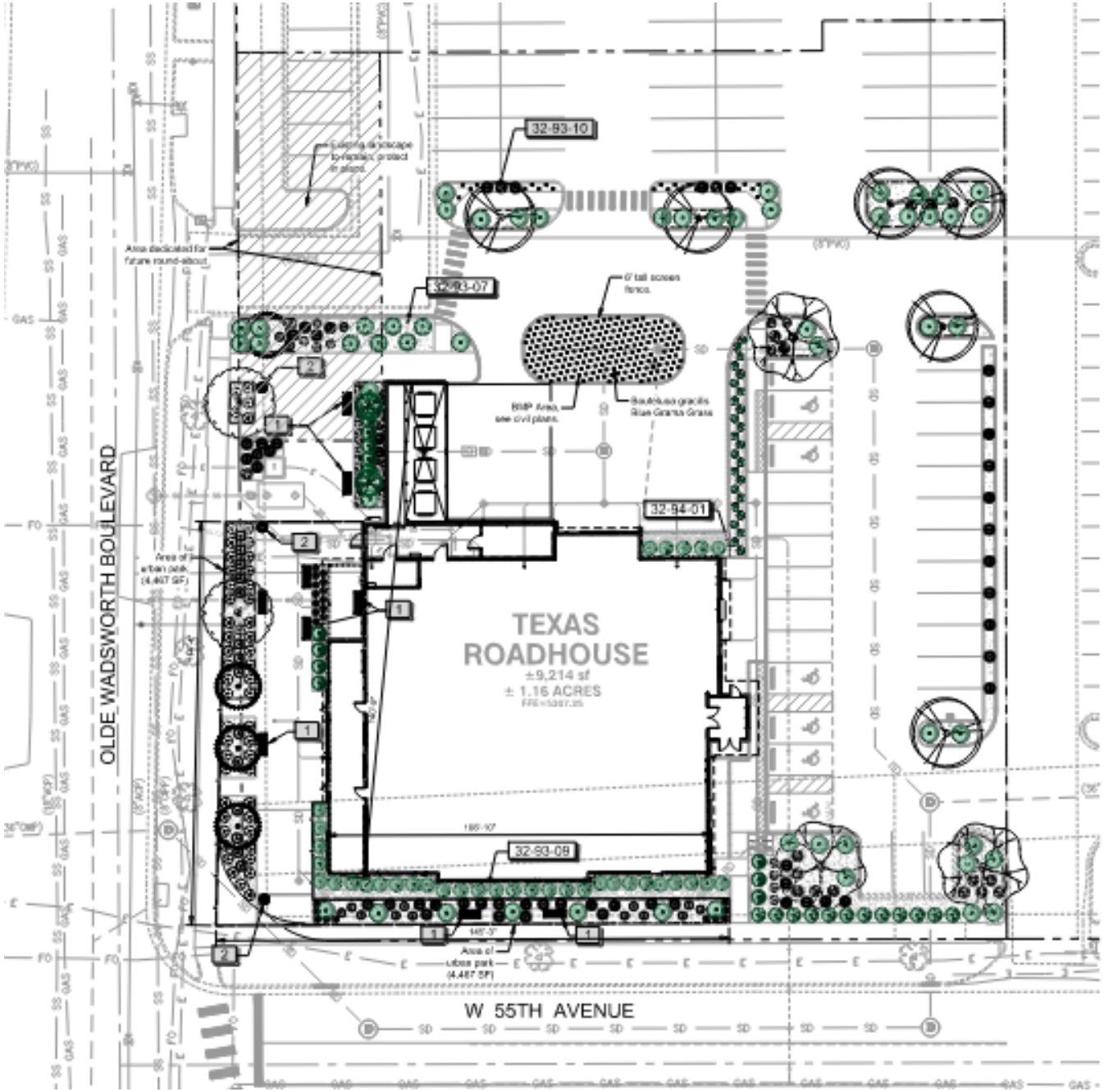
Various landscape plantings in the urban park were swapped out to provide more winter landscape in this area.

An additional decorative brick feature was added to the blank dumpster wall space in between the added winter landscape.

A roof over the dumpster enclosure area was added to help further screen the interior of the dumpster from view from a higher elevation. This mitigates the concern of the dumpster visibility from pedestrians and vehicles further north on Wadsworth Boulevard heading south.

A pedestrian path connection was added along the north of the site to connect visitors from Wadsworth Boulevard to the front door along the east.

Landscape Plan



VIEW HEADED SOUTH ON WADSWORTH BOULEVARD

IN SUMMARY...

We respectfully request approval of our major modifications as we comply with the remaining Pedestrian Priority Zone requirements. We worked with prior planning staff to meet the intent of the requirements with our best efforts while not compromising the interior layout of the restaurant operation. Even with approval of the modifications, the proposed project will be compatible to the surrounding existing development and promote the intent of the pedestrian priority zone. The adjacent zoning and uses to the proposed project are all commercial in nature including a move theatre, full-service restaurants, home improvement retail, auto retail, and a hotel. We believe the proposed relocation will be a beneficial addition to the redevelopment of the corner of Olde Wadsworth Boulevard and W. 55th Avenue corridors.

THANK YOU

8600 W Bryn Mawr Avenue
Suite 800N
Chicago, IL 60631
847.788.9200
www.greenbergfarrow.com
Designing Solutions Together

Memorandum

March 18, 2024

Major Modification Justification Letter

Arvada, CO - Texas Roadhouse Relocation
NEC Olde Wadsworth Boulevard & West 55th Avenue

The proposed relocation of the Texas Roadhouse restaurant will put the new operation into the Pedestrian Priority Zone. As a result, there are requirements triggered that were not in place when the original location was constructed and therefore, we are requesting approval of two major modifications to these Pedestrian Priority requirements as described below.

1. Requirement: Buildings in the frontage must be a minimum of 25' in height and contain 2 useable floors.

    a. Proposed: The building is 1-story, 28'10" in height to the tower and 15' from FFE to the roofline.
    b. Justification: While the building is a single story, the overall total height exceeds the minimum 25' and from the exterior appears as a 2-story building based on the architectural features of the towers and metal awning. Based on exterior appearance, we believe this meets the intent of the requirement to have 2 story buildings within this zone. In researching the nearby users within this pedestrian zone, much of them are also only one story with the appearance of a 2-story based on total height including the theatre, Namaste Restaurant, Starbucks, Einstein Bagels, Kokoro, Ruby Tuesday, Advanced Auto Parts, FedEx, and Lowe's to name a few.

2. Requirement: 50% of street facing walls 2-10/5' above grade must have transparent window and doors in order to provide clear views of building interiors from the street and to allow natural surveillance of the street and adjacent outdoor spaces.
    a. Proposed: West elevation facing Wadsworth reflects 11.31% transparency. South elevation facing 55th Street reflects 40% transparency.
    b. Justification: The interior operation of the restaurant is not conducive to full transparent windows as the rear (north) half of the restaurant is back of house (kitchen, restroom, storage, utility) and would be unsightly from exterior perspective. This layout is outlined in the floor plan included in the submittal package for reference. In lieu of transparent windows on the west elevation affected by this operational layout, we've added a number of faux windows with spandrel glazing to increase the total glazing along the west to 25.31%. We believe

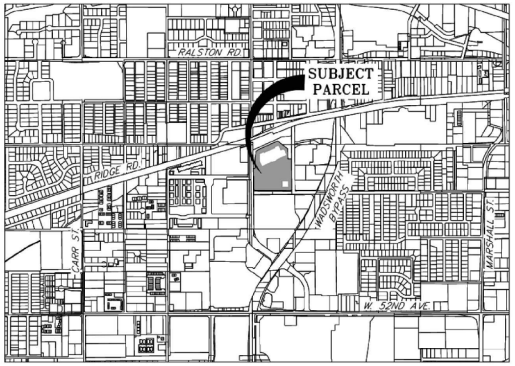
the additional faux windows combined with the proposed outdoor patio area and urban park along this elevation provides the pedestrian friendly environment the transparency requirement is intended to achieve. It should also be mentioned that the outdoor dining area has been extended by approximately 200 SF more than the prototypical outdoor dining area. Columns were also added to break up the elevation north of the patio. As for the south elevation, we added transparent windows along the entirety of the elevation to achieve the 40.05% transparency which based on our conversation with staff can be approved with a minor modification. Regardless, there are challenges with meeting the requirement along this elevation as well. One being that the height of the wall itself until it reaches the metal awning feature is only 9' which does not permit expanded window height up to the 10.5' dimension this calculation is based on. The second challenge being there are booths along this elevation that are raised 10" above the finished floor. If the windows were enlarged towards the ground floor the exterior view would be into under the table. In addition to help offset the reduction of transparency overall, we've added faux windows along both north and east elevations to achieve another 30% of glazing to the overall building.

In summary, the remaining of the Pedestrian Priority Zone requirements are all met by the proposal. We believe we've worked with staff to meet the intent of the requirements with our best efforts while not compromising the interior layout of the restaurant operation. Despite falling short of the two above-mentioned requirements, the proposed project will be compatible to the surrounding existing development and promote the intent of the pedestrian priority zone. The adjacent zoning and uses to the proposed project are all commercial in nature including a move theatre, full-service restaurants, home improvement retail, auto retail, and a hotel. We believe the proposed relocation will be a beneficial addition to the corner of Olde Wadsworth Boulevard and W. 55th Street corridors. Thank you for your time.

NEC OLDE WADSWORTH BLVD & WEST 55TH AVE
JEFFERSON COUNTY
ARVADA, COLORADO 80002
ZONING: MX-T MIXED-USE TRANSIT 2-1-4-4

A PART OF LOT 1B-2, BLOCK 1B-1, SULLIVAN SUBDIVISION, FILING NO. 1 AMENDMENT NO. 3, MINOR SUBDIVISION

NE QUARTER OF S 14, T 3 S, R 69 W OF THE 6TH PRINCIPAL MERIDIAN



PROJECT LOCATION MAP
N.T.S.

SHEET INDEX:

C 0.0	COVER
C 1.0	GENERAL NOTES
C 2.0	DEMOLITION PLAN
C 3.0	SITE PLAN
C 4.0	GRADING PLAN
C 4.1	STORMWATER POLLUTION PREVENTION PLAN
C 4.2	EROSION CONTROL DETAILS
C 4.3	EROSION CONTROL DETAILS
C 4.4	PUBLIC STORM PLAN & PROFILE
C 5.0	UTILITY PLAN
C 6.0	CONSTRUCTION DETAILS
C 6.1	CONSTRUCTION DETAILS
C 6.2	CONSTRUCTION DETAILS
C 6.3	CONSTRUCTION DETAILS

ATTACHMENTS
- ALTA/NSPS
- LANDSCAPE PLAN
- PHOTOMETRIC PLAN

QUANTITIES	PRIVATE	PUBLIC	PUBLIC
ITEM	QTY.	QTY.	UNIT
FIRE HYDRANT ASSEMBLY		1	EA
WET TAPS		3	EA
OTHER (FIRE 6" C900)	35	30	LF
SEWER 48" MANHOLE		1	EA
STORM 48" MANHOLE	2		EA
STORM 60" MANHOLE		4	EA
42" RCP STORM DRAIN		303	LF
ASPHALT PATCH		23	SY
SUBGRADE	46		SY
SUBBASE	35		SY
PAVING	23		SY
SIGNS	6		EA
STRIPING	500	200	LF

NOTE:

PERMIT MUST BE APPROVED AND ISSUED PRIOR TO ANY WORK COMMENCING ON THE SITE. ONCE APPROVED, THE INITIAL CONTROL MEASURES (BMPs) CAN BE INSTALLED AND INITIAL SITE INSPECTION SCHEDULED VIA eTRAKIT. AFTER THE INITIAL SITE INSPECTION IS CONDUCTED AND APPROVED, WORK CAN COMMENCE ON THE SITE.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M. SAID LINE BEARS NORTH 89°44'09' EAST, AND IS MONUMENTED AT THE WEST END BY A NO. 5 REBAR WITH 2" ALUMINUM CAP, STAPMED "LS 36053" AND IS MONUMENTED AT THE EAST END BY A REBAR WITH 3-1/4" ALUMINUM CAP, STAMPED 'LS 38026".

BENCHMARK

BENCHMARK NO. 381 BEING A RAILROAD A SPIKE IN POWER POLE LOCATED ON THE NORTH SIDE OF 54TH AVENUE & QUAY STREET, APPROXIMATELY 1,656 FEET EAST OF THE SUBJECT PROPERTY. ELEVATION: 5287.68 FEET (CITY OF ARVADA BENCHMARK NO. 381)

CITY OF ARVADA RESPONSIBILITY STATEMENT

THE CITY OF ARVADA IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN OR DIMENSIONS AND ELEVATIONS ON THE PLANS. THE CITY OF ARVADA'S REVIEW IS FOR GENERAL COMPLIANCE WITH THE CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS'. THE CITY OF ARVADA, THROUGH THE ACCEPTANCE OF THE CONSTRUCTION PLAN OR DRAINAGE REPORT, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS AND/OR ACCURACY OF THE CONSTRUCTION PLAN OR DRAINAGE REPORT. THE CITY DOES NOT ACCEPT LIABILITY FOR FACILITIES DESIGNED BY OTHERS.

SURVEYOR:

R&R ENGINEERS-SURVEYORS, INC.
1635 W. 13TH AVENUE, SUITE 310
DENVER, CO 80204
TEL: 303-753-6730
PROJECT NO.: SC22196

DEVELOPER:

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EMAIL: DUANE.BANET@TEXASROADHOUSE.COM

ENGINEER:

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TEL: (806)421-0656
EMAIL: RSCOTT@GREENBERGFARROW.COM

LEGAL DESCRIPTION

A PORTION OF LOT 1B, BLOCK 1B, SULLIVAN SUBDIVISION, FILING NO. 1 AMENDMENT NO. 2, MINOR SUBDIVISION, ACCORDING TO THE PLAT RECORDED JANUARY 24, 2019 AT RECEPTION NO. 2019006006, COUNTY OF JEFFERSON, STATE OF COLORADO.

PE CERTIFICATION

"THESE CONSTRUCTION PLANS FOR (SULLIVAN, TEXAS ROADHOUSE DEVELOPMENT) WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ARVADA 2022 "ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS"

RYAN SCOTT, P.E. R.C.E.: 0058532
GREENBERGFARROW

CONTACTS:

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(720)898-7436 CHERYL DRAKE
CHERYL@ARVADA.ORG

GAS:

XCEL ENERGY
MY.XCELENERGY/BUILDING-REMODELING
(800)628-2121

FIRE:

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7903 ALLISON WAY ARVADA, CO 80005
KEVIN KIRBY
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KEVIN.KIRBY@ARVADAFIRECO.GOV

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GAS:

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MY.XCELENERGY/BUILDING-REMODELING
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PHONE:

CENTURYLINK AND COMCAST

ENGINEERING:

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JAMES PRITTS
8101 RALSTON RD. ARVADA, CO 80002
(720) 898-7677
JPRITTS@ARVADA.ORG

GEOTECHNICAL ENGINEER:

PROFESSIONAL SERVICE INDUSTRIES, INC.
1070 WEST 124TH AVENUE, SUITE 800
WESTMINSTER, CO 80234
TEL: (303)424-5578
PROJECT NO.: 05322559

FIRST DEVELOPMENT APPLICATION SUBMITTAL DATE: MAY 11, 2023

GF
www.greenbergfarrow.com
14[redacted]
Ciudad [redacted]
t: [redacted]
t: (52)(55) 6724 1137

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PROJECT TEAM
DEVELOPER
TEXAS ROADHOUSE
CONTACT: DUANE BANET
6040 DUTCHMANS LANE, SUITE 400
LOUISVILLE, KY 40205
502-384-5086

ISSUE/REVISION RECORD
DATE DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
RYAN SCOTT, PE
PROJECT MANAGER
JANSON TING
QUALITY CONTROL
JANSON TING
DRAWN BY
NOEL BRISENO

PROJECT NAME
TEXAS ROADHOUSE
ARVADA
COLORADO
NEQ OLDE WADSWORTH BLVD AND W 55TH AVE
SULLIVAN SUBDIVISION, FILING NO. 1 AMENDMENT NO. 3 MINOR SUBDIVISION

PROJECT NUMBER
20210891

SHEET TITLE
COVER

SHEET NUMBER
C0.0
SHEET 1 OF 14

NOT ISSUED FOR CONSTRUCTION

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY AND ALL WAYS, MEANS AND METHODS OF CONSTRUCTION.
2. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCY CODES, STANDARDS AND SPECIFICATIONS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY SITE PERMITS AND LICENSES FROM THE APPLICABLE GOVERNING AUTHORITIES.
4. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST STATE AND LOCAL GOVERNMENT CONSTRUCTION STANDARDS AND SPECIFICATIONS.
5. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR SHALL NOTIFY THE LOCAL ENGINEERING OR PUBLIC WORKS DEPARTMENT AND/OR OTHER PROJECT GOVERNING AUTHORITY(S) A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO COMMENCING CONSTRUCTION OPERATIONS AND TO SCHEDULE ANY REQUIRED SITE INSPECTIONS.
6. CONTRACTOR SHALL SCHEDULE A UTILITY LOCATING SERVICE AND/OR NOTIFY ALL UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, CABLE, ETC.) AND THE LOCAL MUNICIPALITY TO DETERMINE THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IN ORDER TO AVOID POTENTIAL CONFLICTS. IT IS ULTIMATELY THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER INDICATED ON THE PLANS OR NOT AND TO HAVE THESE UTILITIES STAKED PRIOR TO CONSTRUCTION. ANY NECESSARY RELOCATIONS OR REMOVALS OF EXISTING UTILITY LINES SHALL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE AND TO THE SATISFACTION OF THE UTILITY OWNER.
8. ALL EASEMENTS FOR EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS PREPARED BY THE SURVEYOR ACCORDING TO INFORMATION AVAILABLE FROM PUBLIC RECORDS OR VISIBLE FIELD MARKINGS. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND FOR THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT IN LOCATION WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER SO THE CONFLICT MAY BE RESOLVED.
9. ALL UTILITY CONNECTIONS TO EXISTING LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS AND TO THE SATISFACTION OF THE APPLICABLE UTILITY OWNER(S).
10. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, COORDINATES AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES SO THE CONFLICT MAY BE RESOLVED.
11. ALL PROPERTY MARKERS AND SURVEY REFERENCE MARKERS SHALL BE CAREFULLY PRESERVED DURING CONSTRUCTION UNTIL THEIR LOCATION HAS BEEN WITNESSED OR OTHERWISE TIED IN BY AN AUTHORIZED AGENT OR PROFESSIONALLY LICENSED SURVEYOR.
12. THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS SHALL BE PROVIDED WHERE CONSTRUCTION OPERATIONS ABUT PUBLIC THROUGH-FARES AND ADJACENT PROPERTY.
13. ALL AREAS DISTURBED BY THE GENERAL CONTRACTOR OR SUB-CONTRACTORS SHALL BE RETURNED TO THE ORIGINAL CONDITION OR BETTER, EXCEPT WHERE PROPOSED CONSTRUCTION IS INDICATED ON THE PLANS.
14. PRIOR TO INITIAL ACCEPTANCE BY THE OWNER(S), ALL ON-SITE WORK AND PRIVATE IMPROVEMENTS SHALL BE INSPECTED AND APPROVED BY THE OWNER. THE CONTRACTOR SHALL GUARANTEE HIS WORK FOR A PERIOD OF 12 (TWELVE) MONTHS FROM THE DATE OF SUBSTANTIAL COMPLETION AND SHALL BE HELD RESPONSIBLE FOR ANY DEFECTS IN MATERIAL OR WORKMANSHIP OF THIS WORK HELD RESPONSIBLE FOR ANY DEFECTS IN MATERIAL OR WORKMANSHIP OF THIS OWNER DURING THAT PERIOD AND UNTIL FINAL ACCEPTANCE IS MADE.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND ADEQUATE WORKING CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
16. CONTRACTOR SHALL KEEP THE PUBLIC STREET PAVEMENTS CLEAN OF DIRT AND DEBRIS AND, WHEN NECESSARY, CLEAN PAVEMENTS AT THE END OF EACH WORKING DAY.
17. ALL CONSTRUCTION STAKING, SCHEDULING AND PAYMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.
18. AFTER COMPLETION OF THE PROPOSED IMPROVEMENTS AND WHEN REQUIRED BY THE GOVERNING AUTHORITY(S), CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH AS-BUILT AND/OR RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONALLY LICENSED ENGINEER OR SURVEYOR AND SHALL INCLUDE AT A MINIMUM (WHERE APPLICABLE TO THE SCOPE OF WORK) THE FOLLOWING ITEMS:
   - 18.1. TOPOGRAPHY AND SPOT GRADE ELEVATIONS OF ALL PROPOSED PERMANENT SITE FEATURES INCLUDING ANY STORM WATER FACILITIES OR MODIFICATIONS TO EXISTING STORM WATER FACILITIES.
   - 18.2. HORIZONTAL AND VERTICAL LOCATION AND ALIGNMENT OF ALL PROPOSED ROADWAYS, PARKING LOTS, UTILITIES, BUILDINGS OR OTHER PERMANENT SITE FEATURES.
   - 18.3. RIM AND INVERT AND/OR TOP OF PIPE ELEVATIONS FOR ALL PROPOSED UTILITIES.
   - 18.4. AS-BUILT AND/OR RECORD DRAWING INFORMATION SHALL BE SHOWN ON THE APPROVED ENGINEERING PLANS ISSUED FOR CONSTRUCTION. ALL AS-BUILT DRAWING MUST BE PROVIDED WITH ELECTRONIC FILES (AUTOCAD FORMAT) OF AS-BUILT. ANY AND ALL DEVIATIONS FROM THESE APPROVED PLANS SHALL BE SHOWN BY MEANS OF STRIKING THROUGH THE PROPOSED INFORMATION AND CLEARLY INDICATING THE AS-BUILT LOCATIONS AND ELEVATIONS ON THE APPLICABLE PLAN SHEET.

WATER AND SEWER SEPARATION NOTES:

1. WATER MAINS SHALL BE LOCATED AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED DRAIN, STORM SEWER, SANITARY SEWER, COMBINED SEWER, OR SEWER SERVICE CONNECTION.
2. WATER MAINS MAY BE LOCATED CLOSER THAN TEN (10) FEET TO A SEWER LINE WHEN:
   - 2.1. LOCAL CONDITIONS PREVENT A LATERAL SEPARATION OF TEN (10) FEET; AND
   - 2.2. THE WATER MAIN INVERT IS AT LEAST EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE SEWER; AND
   - 2.3. THE WATER MAIN IS EITHER IN A SEPARATE TRENCH OR IN THE SAME TRENCH ON AN UNDISTURBED EARTH SHELF LOCATED TO ONE SIDE OF THE SEWER.
3. WHEN IT IS IMPOSSIBLE TO MEET 1) OR 2) ABOVE, BOTH THE WATER MAIN AND DRAIN OR SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST, PRE-STRESSED CONCRETE PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION. THE DRAIN OR SEWER SHALL BE PRESSURE TESTED FOR THE MAXIMUM EXPECTED SURCHARGE HEAD PRIOR TO BACKFILLING.
4. WATER MAINS SHALL BE SEPARATED FROM A SEWER SO THAT ITS INVERT IS A MINIMUM OF EIGHTEEN (18) INCHES ABOVE THE CROWN OF THE DRAIN OR SEWER WHENEVER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS, OR SEWER SERVICE CONNECTIONS. THE VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN TEN (10) FEET HORIZONTALLY OF ANY SEWER OR DRAIN CROSSED. A LENGTH OF WATER MAIN PIPE SHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN.
5. BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF SLIP-ON OR MECHANICAL JOINT CAST, PRE-STRESSED CONCRETE PIPE, OR PVC PIPE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION WHEN:
   - 5.1. IT IS IMPOSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION AS DESCRIBED IN 4. ABOVE; OR THE WATER MAIN PASSES UNDER A SEWER OR DRAIN.
6. A VERTICAL SEPARATION OF EIGHTEEN (18) INCHES BETWEEN THE INVERT OF THE SEWER OR DRAIN AND THE CROWN OF THE WATER MAIN SHALL BE MAINTAINED WHERE A WATER MAIN CROSSES UNDER A SEWER. THE SEWER OR DRAIN LINES SHALL BE SUPPORTED TO PREVENT SETTLING AND BREAKING OF THE WATER MAIN, AS SHOWN ON THE PLANS OR AS APPROVED BY THE ENGINEER.
7. CONSTRUCTION SHALL EXTEND ON EACH SIDE OF THE CROSSING UNTIL THE PERPENDICULAR DISTANCE FROM THE WATER MAIN TO THE SEWER OR DRAIN LINE IS AT LEAST TEN (10) FEET.

SITE GRADING AND PAVING NOTES:

1. ALL SITE WORK, GRADING, AND PAVING OPERATIONS WITHIN THE LIMITS OF THE PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDINANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
2. EARTH EXCAVATION SHALL INCLUDE CLEARING, STRIPPING AND STOCKPILING TOPSOIL, REMOVING UNSUITABLE MATERIALS, CONSTRUCTION OF EMBANKMENTS, NON-STRUCTURAL FILLS, FINAL SHAPING AND TRIMMING THE LINES, GRADES AND CROSS SECTIONS SHOWN ON THE PLANS. ALL UNSUITABLE OR EXCESS MATERIAL SHALL BE DISPOSED OF LEGALLY OFFSITE OR AS DIRECTED BY THE PROJECT REPRESENTAITVE IN THE FIELD.
3. EXCAVATED TOPSOIL SHALL BE STOCKPILED ON THE SITE IN AREAS DESIGNATED BY THE PROJECT ENGINEER UNTIL SUCH TIME THAT THIS TOPSOIL CAN BE USED FOR FINAL GRADING. UNLESS OTHERWISE NOTED ON THE PLANS, A MINIMUM OF 6" TOPSOIL RE-SPREAD AND SEEDING FOR ALL DISTURBED AREAS IS REQUIRED.
4. THE GEOTECHNICAL INVESTIGATION REPORT FOR THE SITE AND ALL ADDENDA THERETO ARE SUPPORTING DOCUMENTS FOR THIS PROJECT. THE RECOMMENDATIONS AS STATED IN SAID REPORT ARE HEREBY INCORPORATED INTO THESE CONSTRUCTION NOTES BY REFERENCE AND SHALL BE FOLLOWED BY ALL CONTRACTORS. THE GRADING OPERATIONS ARE TO BE CLOSELY SUPERVISED AND INSPECTED, PARTICULARLY DURING THE REMOVAL OF UNSUITABLE MATERIAL AND THE CONSTRUCTION OF EMBANKMENTS OR BUILDING PADS, BY A SOILS ENGINEER OR HIS REPRESENTATIVE. FURTHER CONSTRUCTION OPERATIONS WILL NOT BE PERMITTED UNTIL THE SOILS ENGINEER ISSUES A WRITTEN STATEMENT THAT THE AREA IN QUESTION HAS BEEN SATISFACTORILY PREPARED AND IS READY FOR CONSTRUCTION.
5. ALL TESTING, INSPECTION AND SUPERVISION OF SOIL QUALITY, UNSUITABLE SOIL REMOVAL AND ITS REPLACEMENT AND OTHER SOILS RELATED OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE COORDINATED WITH AND PERFORMED AT THE DIRECTION OF THE OWNER'S GEOTECHNICAL ENGINEER.
6. THE CONTRACTOR SHALL USE CARE IN GRADING NEAR TREES, SHRUBS, AND BUSHES WHICH ARE NOT NOTED TO BE REMOVED SO AS NOT TO CAUSE INJURY TO ROOTS OR TRUNKS.
7. THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATING NEAR ANY AND ALL EXISTING ITEMS WHICH ARE NOT INDICATED TO BE REMOVED. ANY DAMAGE DONE TO THESE EXISTING ITEMS BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT HIS OWN EXPENSE.
8. REMOVED PAVEMENTS, SIDEWALKS, CURBS, TREES AND STUMPS SHALL BE DISPOSED OF LEGALLY OFFSITE AT LOCATIONS DETERMINED BY THE CONTRACTOR.
9. ON AND OFFSITE PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE, AND, IF DAMAGED, SHALL BE REPLACED PROMPTLY TO MEET STATE AND LOCAL STANDARD SPECIFICATIONS IN MATERIALS AND WORKMANSHIP.
10. PROPOSED ELEVATIONS INDICATE FINISHED GRADE CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THE THICKNESS OF THE PROPOSED PAVEMENT SECTION (ROADS, WALKS, DRIVE, ETC.) OR TOPSOIL AS INDICATED ON THE PLANS.
11. CONTRACTOR SHALL PROVIDE SMOOTH VERTICAL CURVES THROUGH THE HIGH AND LOW POINTS INDICATED BY SPOT ELEVATIONS ON THE PLANS. CONTRACTOR SHALL PROVIDE UNIFORM SLOPES BETWEEN NEW AND EXISTING GRADES AND AVOID ANY RIDGES AND/OR DEPRESSIONS.
12. ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, WALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
13. ALL EXISTING AND PROPOSED TOP OF FRAME ELEVATIONS FOR STORM, SANITARY, WATER AND OTHER UTILITY STRUCTURES SHALL BE ADJUSTED TO MEET FINISHED GRADE WITHIN THE PROJECT LIMITS.
14. SITE GRADING AND CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS SHALL NOT CAUSE PONDING OF STORM WATER. ALL AREAS ADJACENT TO THESE IMPROVEMENTS SHALL BE GRADED TO ALLOW DRAINAGE AND TO ALIGN WITH EXISTING GRADES FLUSH.
15. CONTRACTOR SHALL ENSURE POSITIVE SITE DRAINAGE AT THE END OF EACH WORKING DAY DURING CONSTRUCTION OPERATIONS. FAILURE TO PROVIDE ADEQUATE DRAINAGE WILL PRECLUDE THE CONTRACTOR FROM ANY POSSIBLE COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT.
16. DRIVEWAYS SHALL BE CONSTRUCTED SO AS NOT TO IMPEDE THE SURFACE DRAINAGE SYSTEM.
17. TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE APPLICABLE STATE DEPARTMENT OF TRANSPORTATION STANDARDS AND SHALL BE INSTALLED AND PROVIDED WHENEVER CONSTRUCTION FOR UTILITIES ARE WITHIN STREET AREAS. APPLICABLE ORDINANCES OF THE LOCAL MUNICIPALITY, COUNTY OR STATE SHALL ALSO GOVERN THE TRAFFIC CONTROL REQUIREMENTS.

SANITARY SEWER NOTES:

1. ALL SANITARY SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDINANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
2. ALL SANITARY SEWER PIPE AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
3. ALL SANITARY SEWER PIPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 26 PIPE PER ASTM D3034 WITH WATERTIGHT JOINTS CONFORMING TO ASTM D3212, UNLESS OTHERWISE NOTED.
   - 3.1. WHERE SANITARY SEWER PIPE IS NOTED AS PVC C900, THE PIPE SHALL BE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) C900 WITH WATERTIGHT, PRESSURE RATED JOINTS CONFORMING TO ASTM D3139.
4. SANITARY SEWER CONSTRUCTION SHALL COMMENCE AT THE EXISTING MANHOLE(S) AND/OR CONNECTION POINT(S) INDICATED ON THE PLANS.
   - 4.1. A WATERTIGHT PLUG SHALL BE INSTALLED AND LEFT IN PLACE AT THE POINT OF COMMENCEMENT UNTIL THE REMAINDER OF THE PROPOSED SEWERS HAVE BEEN CONSTRUCTED, PROPERLY TESTED AND DEEMED READY FOR FINAL ACCEPTANCE.
5. ALL SANITARY SEWER TRENCH EXCAVATIONS AND PIPE FOUNDATION, BEDDING AND HAUNCHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
   - 5.1. ALL SANITARY SEWERS MUST BE PLACED ON PROPERLY COMPACTED STONE BEDDING. PIPE BEDDING MATERIAL SHALL BE A MINIMUM OF FOUR (4) INCHES THICK UNDER THE BARREL OF THE PIPE AND FOR PVC PIPE, MATERIAL SHALL BE EXTENDED A MINIMUM OF 12" OVER THE TOP OF THE PIPE PER ASTM D2321. PIPE BEDDING MATERIAL SHALL BE CRUSHED GRAVEL OR STONE MEETING LOCAL STANDARD GRADATIONS.
   - 5.2. TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY, PER ASTM D698, OVER ALL SANITARY SEWERS WHICH ARE CONSTRUCTED UNDER, OR WITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAVEMENT, PARKING LOTS OR SIDEWALKS.
6. THE CONTRACTOR IS REQUIRED TO RECORD THE LOCATION OF ALL SEWERS AND FURNISH THE INFORMATION TO THE PROJECT ENGINEER AND/OR OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL LOCATE ALL SEWERS BY MEASUREMENTS TO LOT CORNERS OR OTHER PERMANENT SITE FEATURE AND SHALL FURNISH A COPY OF SUCH LOCATIONS TO THE PROJECT ENGINEER AND/OR OWNER'S REPRESENTATIVE UPON PROJECT COMPLETION. THIS INFORMATION SHALL ALSO INCLUDE THE DEPTH OF EACH SEWER. IF THE CONTRACTOR FAILS TO PROPERLY LOCATE ANY SEWER, HE SHALL BE RESPONSIBLE FOR ALL COSTS WHICH ARE INCURRED AS A RESULT OF THE IMPROPERLY LOCATED UTILITIES.
7. SANITARY SEWER MANHOLES SHALL BE PRECAST CONCRETE AND SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS IN THE PLANS.
   - 7.1.1. A FLEXIBLE TYPE JOINT SHALL BE FURNISHED AT POINTS OF ENTRY INTO AND EXITING FROM MANHOLE STRUCTURES AND SHALL BE OF A DESIGN APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. THIS FLEXIBLE JOINT MAY CONSIST OF A SLEEVE OF HIGH QUALITY SYNTHETIC RUBBER WITH A SUBSTANTIAL SERRATED FLANGE WHICH IS CAST DIRECTLY INTO THE WALL OF THE MANHOLE BASE TO FORM A WATERTIGHT SEAL AND PROTRUDES OUTSIDE OF THE MANHOLE WALL TO CONNECT WITH THE PIPE ENTERING/EXITING THE MANHOLE. WHEN THIS TYPE OF FLEXIBLE JOINT IS USED, THE SLEEVE SHALL SLIP OVER THE END OF THE PIPE ADJACENT TO THE MANHOLE BASE AND SHALL BE SECURED BY MEANS OF A STAINLESS STEEL STRAP CLAMP EQUIPPED WITH A DRAW BOLT AND NUT.
8. REQUIRED MANHOLE RIM ADJUSTMENTS SHALL BE MADE WITH PRECAST CONCRETE ADJUSTING RINGS NOT TO EXCEED A MAXIMUM OF EIGHT (8) INCHES IN OVERALL HEIGHT. A MAXIMUM OF TWO (2) ADJUSTING RINGS ARE ALLOWED. BUTYLROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS BETWEEN THE PRECAST ELEMENTS.
9. AFTER FINAL ADJUSTMENTS HAVE BEEN MADE, ALL JOINTS IN PRECAST STRUCTURES SHALL BE MORTARED. THE MORTAR SHALL BE COMPOSED OF ONE (1) PART CEMENT TO THREE (3) PARTS SAND, BY VOLUME, BASED ON DRY MATERIALS, AND SHALL BE THOROUGHLY WETTED BEFORE LAYING.
10. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR MANHOLE, THE FOLLOWING METHOD SHALL BE USED:
   - 10.1. CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ('SEWER-TAP' MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-WYE SADDLE OR HUB-TEE SADDLE.
11. UPON COMPLETION OF THE SANITARY SEWER CONSTRUCTION, INCLUDING THE SERVICE LINES, ALL SEWERS SHALL BE TESTED IN ACCORDANCE WITH SECTIONS LOCAL REQUIREMENTS AND SPECIFICATIONS AND SHALL BE WITNESSED BY THE LOCAL GOVERNING AUTHORITY OR AUTHORIZED REPRESENTATIVE.

STORM SEWER NOTES:

1. ALL STORM SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDINANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
2. STORM SEWER PIPE AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
3. RCP STORM SEWER PIPE 12" IN DIAMETER AND LARGER SHALL BE REINFORCED CONCRETE PIPE, CLASS IV, PER ASTM C76 WITH FLEXIBLE (O-RING) GASKET JOINTS IN CONFORMANCE WITH ASTM C443.
4. HDPE STORM SEWER PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE PER ASTM F2306 WITH WATERTIGHT JOINTS CONFORMING TO ASTM D3212.
5. PVC STORM SEWER PIPE SHALL BE POLYVINYL CHLORIDE SDR 35 PIPE PER ASTM D3034 WITH WATERTIGHT JOINTS CONFORMING TO ASTM D3212, UNLESS OTHERWISE NOTED.
6. STORM SEWER TRENCH EXCAVATIONS AND PIPE FOUNDATION, BEDDING AND HAUNCHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
   - 6.1. STORM SEWERS MUST BE PLACED ON PROPERLY COMPACTED STONE BEDDING. PIPE BEDDING MATERIAL SHALL BE A MINIMUM OF FOUR (4) INCHES THICK UNDER THE BARREL OF THE PIPE AND FOR PVC PIPE, MATERIAL SHALL BE EXTENDED A MINIMUM OF 12" OVER THE TOP OF THE PIPE PER ASTM D2321. PIPE BEDDING MATERIAL SHALL BE CRUSHED GRAVEL OR STONE MEETING LOCAL STANDARD GRADATIONS.
   - 6.2. TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY, PER ASTM D698, OVER ALL STORM SEWERS WHICH ARE CONSTRUCTED UNDER, OR WITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAVEMENT, PARKING LOTS OR SIDEWALKS.
7. REQUIRED STORM STRUCTURE RIM ADJUSTMENTS SHALL BE MADE WITH PRECAST CONCRETE ADJUSTING RINGS NOT TO EXCEED A MAXIMUM OF EIGHT (8) INCHES IN OVERALL HEIGHT. A MAXIMUM OF TWO (2) ADJUSTING RINGS ARE ALLOWED. BUTYLROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS BETWEEN THE PRECAST ELEMENTS.
8. FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE OWNER AND/OR ENGINEER UPON COMPLETION OF THE PROJECT AND ACCURATELY SHOWN ON THE RECORD DRAWINGS.

WATER MAIN AND SERVICE NOTES:

1. ALL WATER MAIN CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE NOTES IN THE PLANS AND THE STANDARDS, SPECIFICATIONS, CODES AND ORDINANCES OF THE LOCAL GOVERNING AUTHORITIES. IN CASE OF CONFLICT, THE MORE STRINGENT CODE SHALL TAKE PRECEDENCE.
2. WATER MAIN PIPE AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
3. WATER MAIN SHALL BE POLYVINYL CHLORIDE (PVC) PIPE IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900 WITH PRESSURE RATED FLEXIBLE (O-RING) SLIP ON JOINTS CONFORMING TO ASTM D3139, UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED ON THE PLANS, ALL WATER MAIN PIPE SHALL BE LAID WITH A MINIMUM COVER OF FIVE (5) FEET FROM THE PROPOSED FINISH GRADE INDICATED ON THE PLANS OR TO THE SPECIFIC TOP OF PIPE ELEVATION INDICATED ON THE PLANS FOR THE WATER MAIN. NO BERMS ARE ALLOWED OVER WATER MAINS EXCLUSIVELY FOR THE PURPOSE OF OBTAINING ADEQUATE GROUND COVER.
5. WATER MAIN TRENCH EXCAVATIONS AND PIPE FOUNDATION, BEDDING AND HAUNCHING SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
   - 5.1. WATER MAINS MUST BE PLACED ON PROPERLY COMPACTED STONE BEDDING. PIPE BEDDING MATERIAL SHALL BE A MINIMUM OF FOUR (4) INCHES THICK UNDER THE BARREL OF THE PIPE. PIPE BEDDING MATERIAL SHALL BE CRUSHED GRAVEL OR STONE MEETING LOCAL STANDARD GRADATIONS.
   - 5.2. TRENCH BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED TO A MINIMUM OF 98% STANDARD PROCTOR MAXIMUM DRY DENSITY, PER ASTM D698, OVER ALL WATER MAINS WHICH ARE CONSTRUCTED UNDER, OR WITHIN TWO (2) FEET OF, ANY PROPOSED OR EXISTING PAVEMENT, PARKING LOTS OR SIDEWALKS.
6. A WATERTIGHT PLUG SHALL BE PLACED IN THE END OF THE WATER MAIN PIPE AT THE END OF EACH CONSTRUCTION DAY.
7. UPON COMPLETION OF THE WATER MAIN CONSTRUCTION, ALL WATER MAIN SHALL BE TESTED IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   - 7.1. HYDROSTATIC PRESSURE AND LEAKAGE TESTS IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS AND SHALL BE WITNESSED BY THE LOCAL GOVERNING AUTHORITY.
   - 7.2. DISINFECTION IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE METHODS STATED IN AWWA STANDARD C651 AND WITNESSED BY THE LOCAL GOVERNING AUTHORITY.
8. WATER SERVICE PIPING AND STRUCTURES SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
9. WATER SERVICE LINES 2" IN DIAMETER OR SMALLER SHALL BE TYPE 'K' COPPER TUBING CONFORMING TO ASTM B88-14. NO COUPLINGS SHALL BE PERMITTED BETWEEN THE CORPORATION AND CURB STOPS OR BETWEEN THE CURB STOP AND THE BUILDING.
10. WATER SERVICE FITTINGS INCLUDING CORPORATION STOPS, SERVICE BOXES AND BUFFALO BOXES SHALL BE FURNISHED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS.
11. SERVICE BOXES SHALL BE OF SUFFICIENT LENGTH TO PERMIT THE TOP TO BE INSTALLED FLUSH WITH THE FINISHED GRADE. EACH SERVICE BOX SHALL BE PROVIDED WITH A CAP WITH THE WORD "WATER" CAST IN THE TOP.
12. VALVES, VALVE BOXES OR VAULTS SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH LOCAL REQUIREMENTS.
13. PRESSURE CONNECTIONS TO THE EXISTING WATER MAIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH LOCAL REQUIREMENTS AND SPECIFICATIONS AND SHALL INCLUDE THE INSTALLATION OF A TEMPORARY STEEL TAPPING SADDLE.
14. VALVE VAULTS SHALL HAVE A MINIMUM DIAMETER OF FIVE (5) FEET BELOW THE PRECAST CONCRETE CONE SECTION. THE VAULTS SHALL BE CONSTRUCTED OF PRECAST CONCRETE SECTIONS AND SHALL CONFORM TO THE DETAILS SPECIFIED ON THE PLANS. ALL VALVE VAULTS SHALL BE LEAK PROOF.
15. TEMPORARY CONNECTIONS FOR CONSTRUCTION PURPOSES TO NEWLY INSTALLED OR EXISTING WATER MAINS SHALL BE MADE AND METERED IN ACCORDANCE WITH LOCAL REQUIREMENTS.
16. REQUIRED RIM ADJUSTMENTS SHALL BE MADE WITH PRECAST CONCRETE ADJUSTING RINGS NOT TO EXCEED A MAXIMUM OF EIGHT (8) INCHES IN OVERALL HEIGHT. A MAXIMUM OF TWO (2) ADJUSTING RINGS ARE ALLOWED. BUTYLROPE JOINT SEALANT SHALL BE USED ON ALL JOINTS BETWEEN THE PRECAST ELEMENTS.
17. BENDS ON 4" AND GREATER WATER LINES SHALL BE PROVIDED WITH RESTRAINED JOINTS. (MEGALUG SERIES 2000 OR APPROVED EQUAL)

CITY GENERAL NOTES:

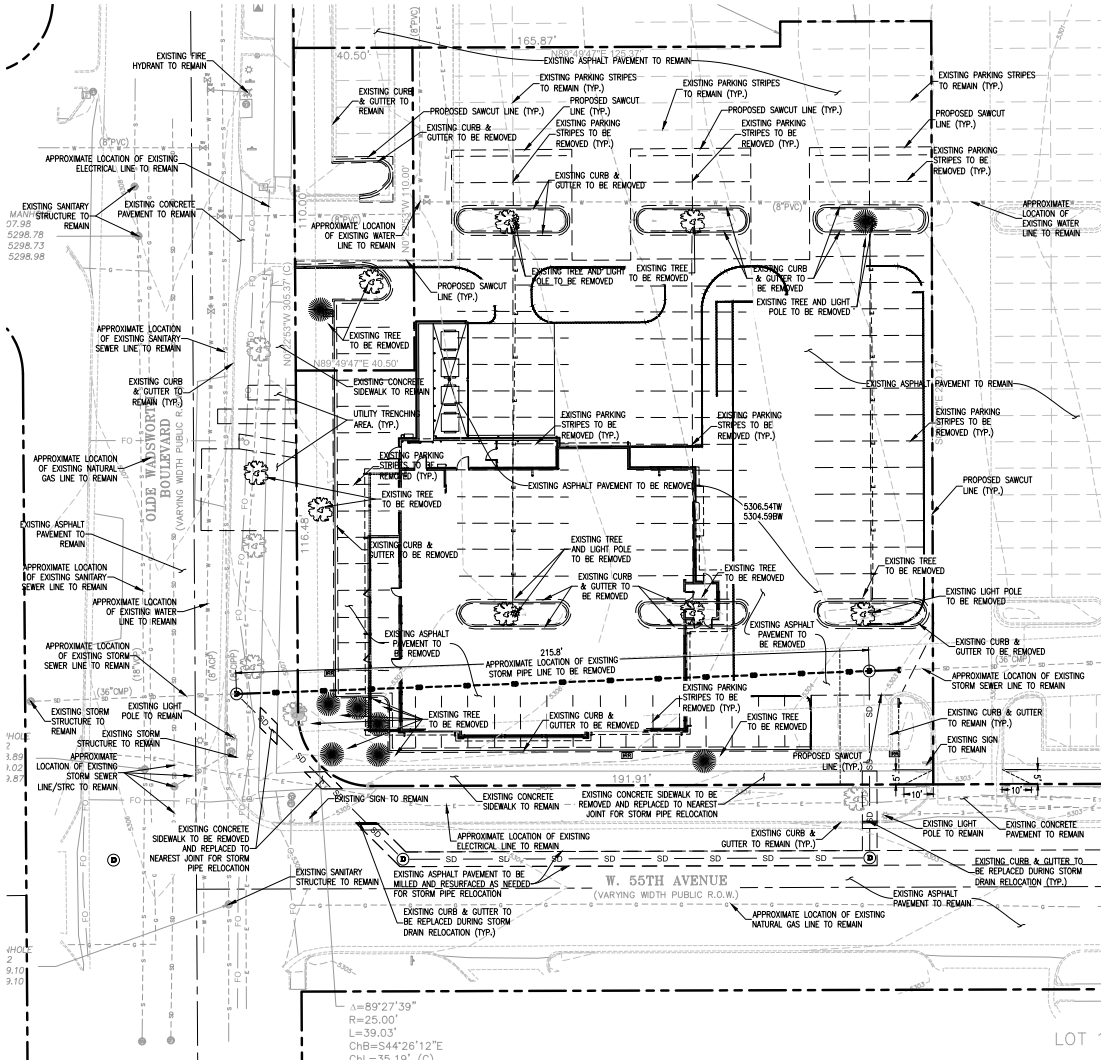
A. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ARVADA 'ENGINEERING CODE OF STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS', LATEST EDITION, UNLESS OTHERWISE SPECIFIED HEREIN.
B. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE LICENSED WITH THE CITY OF ARVADA ENGINEERING DIVISION.
C. ALL WORK WILL REQUIRE A CITY OF ARVADA ENGINEERING DIVISION PUBLIC IMPROVEMENT PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL CONTRACTORS AND SUBCONTRACTORS MUST OBTAIN A SEPARATE PERMIT FOR THE WORK BEING COMPLETED BY THE PARTICULAR CONTRACTOR OR SUBCONTRACTOR. ANY CONSTRUCTION WITHIN THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) RIGHT-OF-WAY WILL REQUIRE A CDOT CONSTRUCTION PERMIT PRIOR TO ANY WORK IN THEIR RIGHT-OF-WAY.
D. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HAVE A SET OF APPROVED DRAWINGS SIGNED BY THE CITY ENGINEER OR DESIGNEE AND A PRINTED COPY OF THE CURRENT CITY OF ARVADA ENGINEERING CODE OF STANDARDS AND SP

GENERAL DEMOLITION NOTES:

1. CONTRACTOR SHALL CONTACT STATE ONE CALL SYSTEM (811) AND/OR PRIVATE LOCATING SERVICE TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO STARTING ANY DEMOLITION AND/OR EXCAVATION. EXACT LOCATIONS OF ANY EXISTING ELECTRIC, GAS, TELEPHONE, ETC. LINES ARE UNKNOWN.
2. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PERMITS AND COORDINATE ALL DEMOLITION WORK WITH THE MUNICIPALITY AND OWNERS REPRESENTATIVE TO ENSURE PROTECTION AND MAINTENANCE OF EXISTING SITE FEATURES NOT NOTED FOR REMOVAL.
4. ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED (SEE STORMWATER POLLUTION PREVENTION PLAN FOR ADDITIONAL INFORMATION AND DETAILS).
5. THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF DEMOLITION WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. CONTRACTOR SHALL THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC AND CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.
6. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY PROVIDED TO THE ENGINEER FOR DESIGN. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY REQUIRE REMOVAL FOR THE PROPOSED SITE IMPROVEMENTS BUT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF SUCH ITEMS AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR SHALL CONTACT THE RESPECTIVE UTILITY COMPANIES PRIOR TO COMMENCING ANY SITE DEMOLITION OPERATIONS TO COORDINATE DISCONNECTION AND REMOVAL OF EXISTING UTILITIES WITHIN THE PROPOSED AREA OF WORK. CONTRACTOR SHALL ALSO CONTACT CAITLIN DAWSON WITH TEXAS ROADHOUSE (502-855-5556 OR CAITLIN.DAWSON@TEXASROADHOUSE.COM) TO COORDINATE DISCONNECTION OF THE EXISTING BUILDING TELEPHONE SERVICE.
8. CONTRACTOR SHALL COORDINATE ANY SHUT DOWNS OF EXISTING ROADWAYS AND UTILITIES WITH THE NECESSARY GOVERNING AUTHORITIES.
9. ALL EXISTING BUILDINGS, FOUNDATIONS, CONCRETE OR ASPHALT PAVEMENT OR WALKS, CURB AND GUTTER AND MISCELLANEOUS STRUCTURES (INCLUDING, BUT NOT LIMITED TO FENCES, POLES, YARD LIGHTS, ELECTRICAL PANELS, WHEEL STOPS AND MISCELLANEOUS DEBRIS) NOTED TO BE REMOVED SHALL BE DEMOLISHED, REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
10. VOIDS LEFT BY ANY ITEM REMOVED UNDER ANY PROPOSED BUILDINGS, PAVEMENTS, OR WALKS OR WITHIN 24" THEREOF SHALL BE BACKFILLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND GEOTECHNICAL REPORT.
11. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT TO PRESENT A NEAT, WELL DRAINED APPEARANCE, AND TO PREVENT WATER FROM DRAINING UNNECESSARILY ONTO ADJACENT PROPERTIES. CONTRACTOR SHALL PROVIDE TEMPORARY DIVERSION SWALES OR OTHER MEANS OF MAINTAINING ADEQUATE SITE DRAINAGE.
12. ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED (REFER TO LANDSCAPE PLANS FOR ALL LANDSCAPING REMOVAL REQUIREMENTS).
13. ALL EXISTING TREES, BRUSH AND MISCELLANEOUS VEGETATION NOTED TO BE REMOVED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR (REFER TO LANDSCAPE PLANS FOR ALL LANDSCAPING REMOVAL REQUIREMENTS).
14. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
15. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
16. ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
17. ALL EXISTING SANITARY SEWERS, STORM SEWERS, WATER MAINS OR IRRIGATION LINES AND APPURTENANCES NOTED FOR REMOVAL WITHIN THE AREA OF THE PROPOSED CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. ALL ABANDONED SEWER LINES SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF TWO (2) FEET LONG NON-SHRINK CONCRETE MORTAR PLUGS UNLESS OTHERWISE NOTED.
18. CONTRACTOR SHALL MAKE NECESSARY ARRANGEMENTS TO HAVE RECYCLABLE MATERIALS REMOVED FROM THE SITE AND RECYCLED.
19. SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
20. SIDEWALK REMOVALS SHALL BE REMOVED AND REPLACED TO THE NEAREST JOINT.

NOTE TO CONTRACTOR:

1. SERVICE LINES BEING ABANDONED NEED TO BE REMOVED AND CAPPED AT THE MAIN.
2. ABANDONMENT OR REMOVAL OF ALL PIPES AND APPURTENANCES MUST COMPLY WITH SECTION 332 OF THE CITY CODE.
3. SECTIONS OF SIDEWALK BEING REMOVED AND REPLACED TO BE NEAREST JOINT.

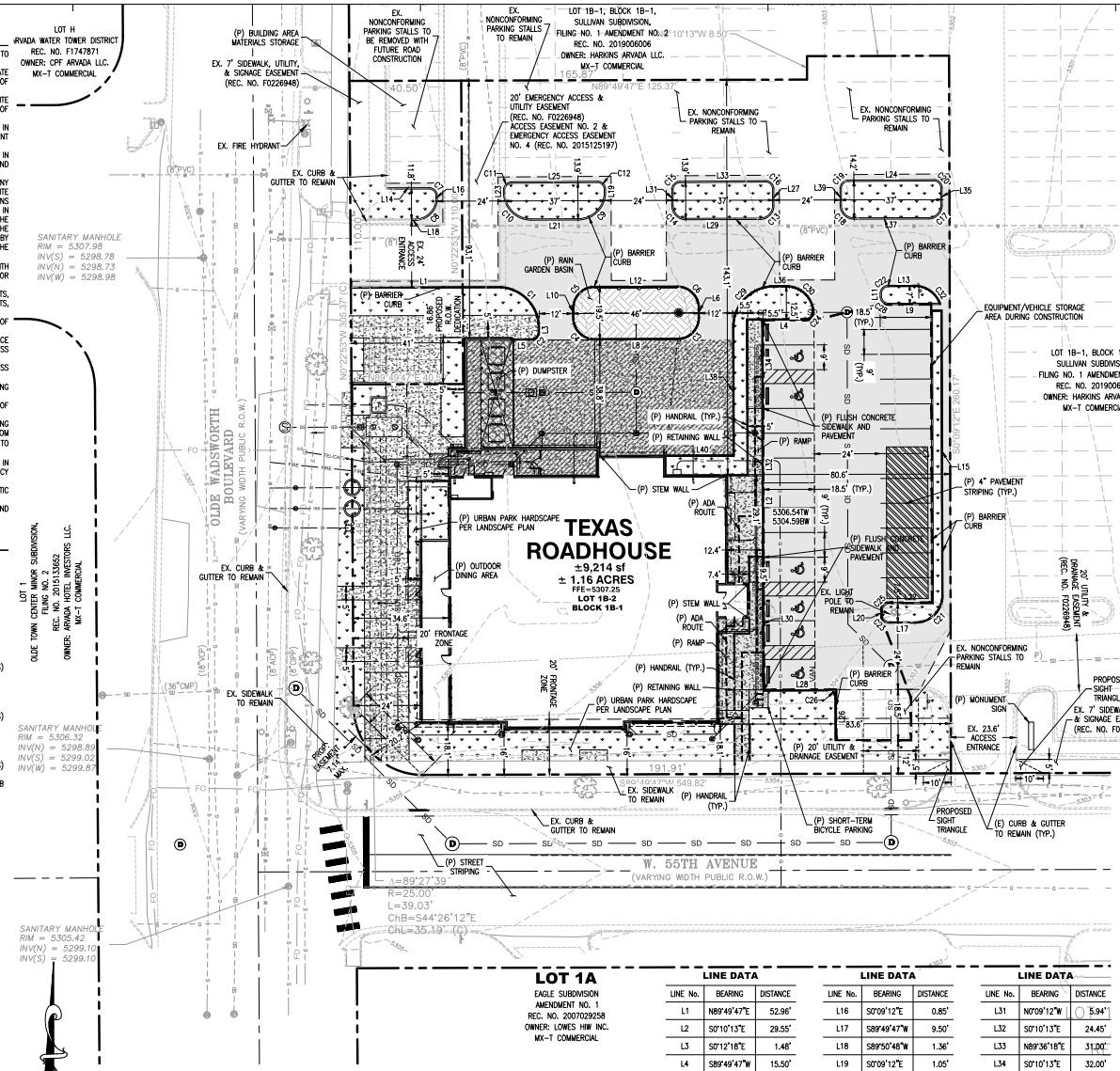

EXISTING FIRE HYDRANT TO REMAIN
EXISTING CURB & GUTTER TO REMAIN
EXISTING ASPHALT PAVEMENT TO REMAIN
EXISTING PARKING STRIPES TO REMAIN (TYP.)
PROPOSED SAWCUT LINE (TYP.)
EXISTING CURB & GUTTER TO BE REMOVED
EXISTING PARKING STRIPES TO BE REMOVED (TYP.)
APPROXIMATE LOCATION OF EXISTING ELECTRICAL LINE TO REMAIN
EXISTING SANITARY STRUCTURE TO REMAIN
EXISTING CONCRETE PAVEMENT TO REMAIN
APPROXIMATE LOCATION OF EXISTING WATER LINE TO REMAIN
EXISTING TREE AND LIGHT POLE TO BE REMOVED
EXISTING TREE TO BE REMOVED
EXISTING CURB & GUTTER TO BE REMOVED
EXISTING TREE AND LIGHT POLE TO BE REMOVED
APPROXIMATE LOCATION OF EXISTING SANITARY SEWER LINE TO REMAIN
EXISTING CURB & GUTTER TO REMAIN (TYP.)
EXISTING CONCRETE SIDEWALK TO REMAIN
UTILITY TRENCHING AREA. (TYP.)
APPROXIMATE LOCATION OF EXISTING NATURAL GAS LINE TO REMAIN
EXISTING ASPHALT PAVEMENT TO BE REMOVED
EXISTING ASPHALT PAVEMENT TO REMAIN
APPROXIMATE LOCATION OF EXISTING STORM SEWER LINE TO REMAIN
EXISTING ASPHALT PAVEMENT TO BE REMOVED
EXISTING CURB & GUTTER TO BE REMOVED
APPROXIMATE LOCATION OF EXISTING STORM PIPE LINE TO BE REMOVED
EXISTING STORM STRUCTURE TO REMAIN
EXISTING LIGHT POLE TO REMAIN
EXISTING STORM STRUCTURE TO REMAIN
APPROXIMATE LOCATION OF EXISTING STORM SEWER LINE/STRC TO REMAIN
EXISTING SIGN TO REMAIN
EXISTING CONCRETE SIDEWALK TO REMAIN
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED TO NEAREST JOINT FOR STORM PIPE RELOCATION
EXISTING CONCRETE SIDEWALK TO BE REMOVED AND REPLACED TO NEAREST JOINT FOR STORM PIPE RELOCATION
APPROXIMATE LOCATION OF EXISTING ELECTRICAL LINE TO REMAIN
EXISTING CURB & GUTTER TO REMAIN (TYP.)
EXISTING LIGHT POLE TO REMAIN
EXISTING CONCRETE PAVEMENT TO REMAIN
EXISTING CURB & GUTTER TO BE REPLACED DURING STORM DRAIN RELOCATION (TYP.)
EXISTING SANITARY STRUCTURE TO REMAIN
EXISTING ASPHALT PAVEMENT TO BE MILLED AND RESURFACED AS NEEDED FOR STORM PIPE RELOCATION
EXISTING CURB & GUTTER TO BE REPLACED DURING STORM DRAIN RELOCATION (TYP.)
W. 55TH AVENUE
(VARYING WIDTH PUBLIC R.O.W.)
APPROXIMATE LOCATION OF EXISTING NATURAL GAS LINE TO REMAIN
EXISTING ASPHALT PAVEMENT TO REMAIN
OLDE WADSWORTH BOULEVARD
(VARYING WIDTH PUBLIC R.O.W.)
EXISTING PARKING STRIPES TO REMAIN (TYP.)
PROPOSED SAWCUT LINE (TYP.)
EXISTING PARKING STRIPES TO BE REMOVED (TYP.)
EXISTING ASPHALT PAVEMENT TO REMAIN
EXISTING PARKING STRIPES TO BE REMOVED (TYP.)
PROPOSED SAWCUT LINE (TYP.)
EXISTING LIGHT POLE TO BE REMOVED
EXISTING CURB & GUTTER TO BE REMOVED
APPROXIMATE LOCATION OF EXISTING STORM SEWER LINE TO REMAIN
EXISTING CURB & GUTTER TO REMAIN (TYP.)
EXISTING SIGN TO REMAIN
EXISTING CURB, & GUTTER TO BE REPLACED DURING STORM DRAIN RELOCATION (TYP.)
EXISTING ASPHALT PAVEMENT TO REMAIN
APPROXIMATE LOCATION OF EXISTING WATER LINE TO REMAIN
EXISTING TREE TO BE REMOVED
EXISTING CURB & GUTTER TO BE REMOVED
EXISTING TREE AND LIGHT POLE TO BE REMOVED
EXISTING CURB & GUTTER TO BE REMOVED
EXISTING TREE TO BE REMOVED
EXISTING TREE TO BE REMOVED
EXISTING TREE TO BE REMOVED
EXISTING TREE TO BE REMOVED
EXISTING PARKING STRIPES TO BE REMOVED (TYP.)

GENERAL SITE NOTES:

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND ADEQUATE WORKING CONDITIONS THROUGHOUT THE DURATION OF CONSTRUCTION OF THE PROPOSED SITE IMPROVEMENTS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SITE SETBACKS, EASEMENTS AND DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST STATE AND LOCAL GOVERNMENT CONSTRUCTION STANDARDS AND SPECIFICATIONS.
5. ALL HANDICAP ACCESSIBLE SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES AND REQUIREMENTS.
6. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR FINDS ANY DISCREPANCIES OR CONFLICTS BETWEEN THE PROPOSED SITE IMPROVEMENTS INDICATED ON THE PLANS AND THE PHYSICAL CONDITIONS OF THE SITE, OR ANY ERRORS OR OMISSIONS WITHIN THE PLANS OR IN THE SITE LAYOUT AS PROVIDED BY THE ENGINEER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE ENGINEER. UNTIL AUTHORIZED TO PROCEED, ANY WORK PERFORMED BY THE CONTRACTOR AFTER SUCH A DISCOVERY WILL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
7. CONTRACTOR SHALL COORDINATE ALL SITE IMPROVEMENTS WITH ARCHITECTURAL PLANS. ARCHITECTURAL PLANS SHALL BE USED FOR BUILDING STAKEOUT.
8. CONTRACTOR SHALL COORDINATE ALL LANDSCAPE IMPROVEMENTS, INCLUDING NEW PLANTINGS AND TURF AREA RESTORATION REQUIREMENTS, WITH LANDSCAPE PLANS.
9. CONSTRUCTION SURVEY AND STAKEOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL DIMENSIONS SHOWN ARE MEASURED FROM FACE OF CURB TO FACE OF CURB OR EDGE OF PAVEMENT TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
11. ALL CURB RADII ARE MEASURED AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
12. ALL NEW ASPHALT AND/OR CONCRETE PAVING SHALL MATCH EXISTING PAVEMENTS FLUSH.
13. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.
14. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
15. ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS, AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
16. ALL DETECTABLE WARNING PLATES SHALL BE PREFORMED PLASTIC INSERTS UNLESS OTHERWISE NOTED.
17. SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

PAVEMENT HATCH LEGEND:

- PROPOSED CONCRETE SIDEWALK
  5" PORTLAND CEMENT CONCRETE
  4" AGGREGATE BASE
- PROPOSED INTEGRAL BLACK COLORED CONCRETE SIDEWALK
  5" PORTLAND CEMENT CONCRETE
  4" AGGREGATE BASE
- PROPOSED CONCRETE LANDING
  6" PORTLAND CEMENT CONCRETE
  (SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR REINFORCEMENT, AGGREGATE, AND SUBGRADE REQUIREMENTS)
- PROPOSED INTEGRAL BLACK COLORED CONCRETE LANDING
  6" PORTLAND CEMENT CONCRETE
  (SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR REINFORCEMENT, AGGREGATE, AND SUBGRADE REQUIREMENTS)
- PROPOSED HEAVY DUTY INTEGRAL BLACK COLORED CONCRETE
  7" PORTLAND CEMENT CONCRETE
  (SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR REINFORCEMENT, AGGREGATE, AND SUBGRADE REQUIREMENTS)
- PROPOSED HEAVY DUTY INTEGRAL BLACK COLORED CONCRETE SLAB
  7" PORTLAND CEMENT CONCRETE
  6" AGGREGATE BASE
  (SEE GEOTECHNICAL REPORT)
- PROPOSED ASPHALT PAVEMENT
  6" ASPHALT
  9" AGGREGATE BASE COURSE
  12" SUBGRADE
  (SEE GEOTECHNICAL REPORT)
- PROPOSED LANDSCAPE AREA
  (SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION AND DETAILS)



LOT 1A

EAGLE SUBDIVISION
AMENDMENT NO. 1
REC. NO. 2007029258
OWNER: LOWES HIW INC.
MX-T COMMERCIAL

NOTE TO CONTRACTOR:

1. THE DEVELOPER WILL BE REQUIRED TO REPLACE ANY BROKEN, CRACKED, SETTLED, RAISED, ETC. CURB, GUTTER, AND SIDEWALK THAT FRONTS THE LOT OR IS PUBLIC TO ANY CO ON THAT LOT.

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

COLORADO 811

PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED CONCRETE CURB AND GUTTER
- PROPOSED REVERSE PITCH CONCRETE CURB AND GUTTER
- PROPOSED PARKING STALL COUNT
- PROPOSED CONCRETE WHEEL STOP
- PROPOSED SIGN
- PROPOSED PYLON SIGN
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- PROPOSED TAPPING SLEEVE AND VALVE
- PROPOSED WATER METER AND VAULT
- PROPOSED GATE VALVE AND VALVE BOX
- PROPOSED TRANSFORMER PAD
- PROPOSED GAS METER
- PROPOSED ELECTRIC METER, CT CABINET AND DISCONNECT
- PROPOSED STORM SEWER STRUCTURE
- PROPOSED SANITARY SEWER GREASE INTERCEPTOR
- PROPOSED SANITARY SEWER STRUCTURE

LINE DATA

LINE No.	BEARING	DISTANCE
L1	N89°49'47"E	52.96'
L2	S0°10'13"E	29.55'
L3	S0°12'18"E	1.48'
L4	S89°49'47"W	15.50'
L5	S89°49'47"W	7.03'
L6	S0°10'13"E	3.48'
L7	N0°10'13"W	108.00'
L8	S89°49'47"W	30.00'
L9	S89°49'47"W	15.50'
L10	N0°10'13"W	3.48'
L11	N0°10'13"W	1.00'
L12	N89°49'47"E	30.00'
L13	N89°49'47"E	9.50'
L14	N89°50'48"E	15.25'
L15	S0°10'13"E	102.50'

LINE DATA

LINE No.	BEARING	DISTANCE
L16	S0°09'12"E	0.85'
L17	S89°49'47"W	9.50'
L18	S89°50'46"W	1.36'
L19	S0°09'12"E	1.05'
L20	N0°10'13"W	1.50'
L21	S89°49'47"W	17.00'
L22	N89°49'47"E	15.50'
L23	N0°09'12"W	0.92'
L24	N89°36'18"E	31.00'
L25	N89°36'18"E	31.00'
L26	S0°10'13"E	15.44'
L27	S0°09'12"E	6.06'
L28	N89°49'47"E	23.18'
L29	S89°47'58"W	27.00'
L30	N0°10'13"W	48.00'

LINE DATA

LINE No.	BEARING	DISTANCE
L31	N0°09'12"W	5.94'
L32	S0°10'13"E	24.45'
L33	N89°36'18"E	31.00'
L34	S0°10'13"E	32.00'
L35	S0°09'12"E	6.31'
L36	N89°49'47"E	4.52'
L37	S89°50'18"W	27.00'
L38	N0°10'13"W	46.32'
L39	N0°09'12"W	6.18'
L40	N89°49'47"E	24.31'

CURVE DATA

CURVE No.	DELTA	LENGTH	RADIUS
C1	90°00'00"	23.56'	15.00'
C2	90°00'00"	4.71'	3.00'
C3	90°00'00"	12.57'	8.00'
C4	90°00'00"	12.57'	8.00'
C5	90°00'00"	12.57'	8.00'
C6	90°00'00"	12.57'	8.00'
C7	90°00'00"	4.71'	3.00'
C8	90°00'00"	12.57'	8.00'
C9	89°58'58"	15.70'	10.00'
C10	90°01'02"	15.71'	10.00'
C11	89°45'30"	4.70'	3.00'
C12	90°14'30"	4.73'	3.00'
C13	90°23'38"	7.85'	4.98'
C14	90°01'02"	7.86'	5.00'
C15	89°45'30"	4.70'	3.00'

CURVE DATA

CURVE No.	DELTA	LENGTH	RADIUS
C16	90°14'30"	4.73'	3.00'
C17	90°05'37"	7.85'	4.99'
C18	90°06'45"	7.85'	4.99'
C19	89°45'30"	4.70'	3.00'
C20	90°14'30"	4.73'	3.00'
C21	90°00'00"	15.71'	10.00'
C22	90°00'00"	4.71'	3.00'
C23	90°00'00"	4.71'	3.00'
C24	94°05'46"	4.93'	3.00'
C25	90°00'00"	4.71'	3.00'
C26	90°00'00"	4.71'	3.00'
C28	90°00'00"	4.71'	3.00'
C29	90°00'00"	23.56'	15.00'
C30	85°54'14"	14.99'	10.00'
C32	90°00'00"	15.71'	10.00'

GF
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4695 MacArthur Court
Suite 1450
Newport Beach, CA 92660
t: 949 296 0450

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PROJECT TEAM

DEVELOPER:
TEXAS ROADHOUSE
CONTACT: DUANE BANET
6040 DUTCHMANS LANE, SUITE 400
LOUISVILLE, KY 40205
502-384-5016

ISSUE/REVISION RECORD

DATE	DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
RYAN SCOTT, PE
PROJECT MANAGER
JANSON TING
QUALITY CONTROL
JANSON TING
DRAWN BY
NOEL BRISENO

PROJECT NAME

TEXAS ROADHOUSE

ARVADA
COLORADO
NEQ OLDE WADSWORTH BLVD AND W 55TH AVE

SULLIVAN SUBDIVISION, FILING NO. 1
AMENDMENT NO. 3
MINOR SUBDIVISION

PROJECT NUMBER
20210891

SHEET TITLE

HORIZONTAL CONTROL PLAN

SHEET NUMBER

C3.0

SHEET 4 OF 14

NOT ISSUED FOR CONSTRUCTION

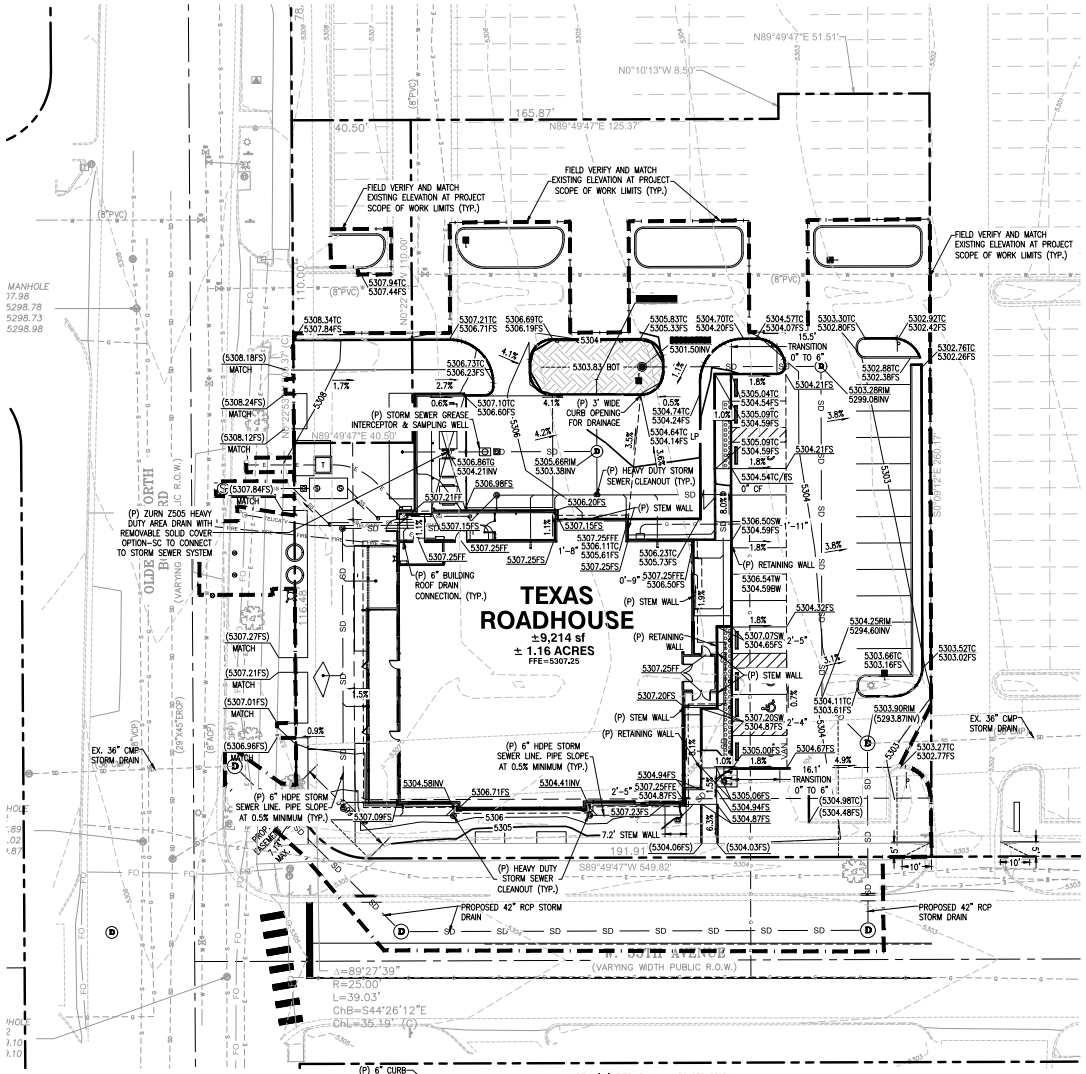
PROPOSED LEGEND:

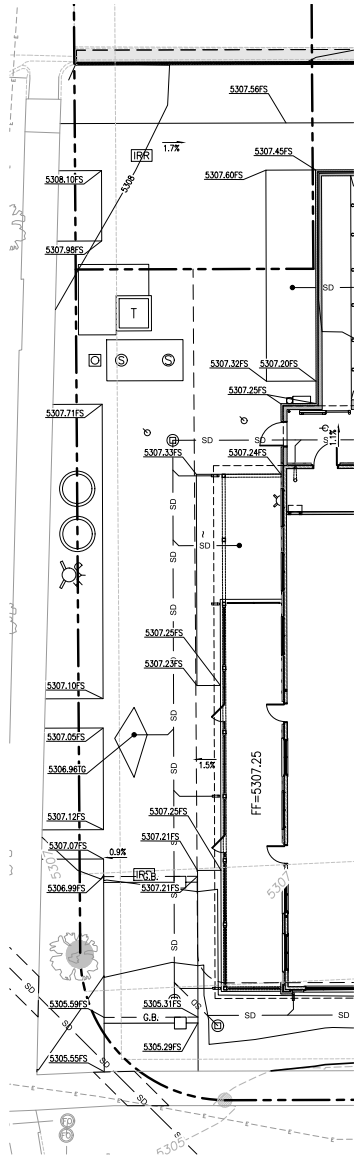
- PROPERTY LINE
- PROPOSED LAND DISTURBANCE LIMITS
- PROPOSED CONCRETE CURB AND GUTTER
- SD — PROPOSED STORM SEWER
- PROPOSED CONCRETE WHEEL STOP
- PROPOSED SIGN
- PROPOSED PYLON SIGN
- PROPOSED LIGHT POLE
- PROPOSED STORM SEWER STRUCTURE
- 50 — PROPOSED CONTOUR
- PROPOSED GRADING RIDGE LINE
- PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED OVERLAND FLOOD ROUTE
- 100.50 TC / 100.00 FL — PROPOSED SPOT ELEVATION
- BM # 00.00 — SITE BENCH MARK (SEE SURVEY FOR ADDITIONAL INFORMATION)

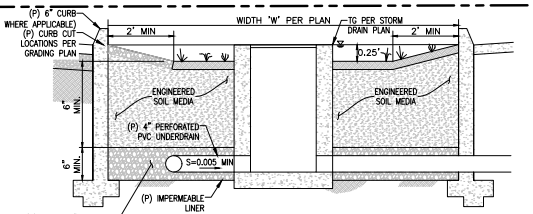
SEE SHEET C1.0 FOR EXISTING LEGEND

GENERAL GRADING NOTES:

1. ALL GRADING AND SITE PREPARATION WORK SHALL CONFORM WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE GEOTECHNICAL REPORT.
2. CONTRACTOR SHALL CAREFULLY PRESERVE ALL SITE BENCHMARKS AND REFERENCE POINTS DURING CONSTRUCTION OPERATIONS.
3. CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST FORTY-EIGHT (48) HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED SITE IMPROVEMENTS SHOWN ON THE PLANS.
4. CONTRACTOR SHALL INSTALL APPROPRIATE TREE PROTECTION MEASURES PRIOR TO COMMENCEMENT OF SITE GRADING OPERATIONS.
5. ALL PROPOSED GRADING, PAVEMENT, APRONS, CURBS, WALKS, ETC. SHALL MATCH EXISTING GRADES FLUSH.
6. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO ALL STORM DRAINAGE STRUCTURES. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
7. ALL EXISTING AND PROPOSED TOP OF FRAME ELEVATIONS FOR STORM, SANITARY, WATER AND OTHER UTILITY STRUCTURES SHALL BE ADJUSTED TO MEET FINISHED GRADE WITHIN THE PROJECT LIMITS.
8. CONTRACTOR SHALL UTILIZE CARE WHEN WORKING NEAR EXISTING UTILITIES TO REMAIN. ANY DAMAGE TO EXISTING UTILITIES NOT NOTED TO BE REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
9. CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CURBS, SIDEWALKS, ETC. RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OPERATIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.
10. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.
11. MAXIMUM CROSS SLOPES AND LONGITUDINAL SLOPES FOR ALL CONCRETE SIDEWALKS AND HANDICAP ACCESSIBLE ROUTES SHALL NOT EXCEED 2% AND 5%, RESPECTIVELY.
12. MAXIMUM SLOPES WITHIN THE HANDICAP ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION.
13. MAXIMUM GRADE DIFFERENCE BETWEEN PAVEMENT SURFACES AND ADJACENT CONCRETE SIDEWALKS FOR THE ACCESSIBLE ROUTE TO THE BUILDING SHALL NOT EXCEED 1/4" VERTICAL OR 1/2" WHEN BEVELED.
14. ALL HANDICAP ACCESSIBLE EXTERIOR DOORWAY LOCATIONS REQUIRE AN EXTERIOR LANDING THAT IS A MINIMUM OF FIVE (5) FEET IN LENGTH WITH A SLOPE NOT EXCEEDING 2% IN ANY DIRECTION.
15. EXCAVATION SHORING SHALL BE DONE AS NECESSARY FOR THE PROTECTION OF THE WORK AND FOR THE SAFETY OF PERSONNEL. SHORING SHALL BE IN ACCORDANCE WITH ALL O.S.H.A AND LOCAL REGULATIONS.
16. ALL STRUCTURE BENCH WALLS SHALL BE SHAPED AND FORMED FOR A CLEAN TRANSITION WITH PROPER HYDRAULICS TO ALLOW THE SMOOTH CONVEYANCE OF FLOWS THROUGH THE MANHOLE OR BOX INLET. THE BENCH WALL SHALL FORM A DEFINED CHANNEL, TO A MINIMUM HEIGHT OF 80-PERCENT OF THE INSIDE DIAMETER OF THE INLET AND OUTLET PIPES TO FORM A 'U' SHAPED CHANNEL, CONSTRUCTED AT A MINIMUM ½-INCH PER FOOT SLOPE TO THE MANHOLE WALL.
17. ALL STORM WATER INLETS AND CATCH BASIN CASTINGS SHALL HAVE THE WORDS 'NO DUMPING, DRAINS TO STREAM', OR SIMILARLY APPROVED MESSAGE, CAST IN RAISED OR RECESSED LETTERS AT A MINIMUM OF 1" IN HEIGHT. IN ADDITION, A SYMBOL OF A FISH SHALL ALSO BE CAST WITH THE LETTERS.
18. SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
19. SLOPES MUST BE NO STEEPER THAN 4:1 IN AREAS TO BE MOWED AND MAINTAINED BY THE CITY OF ARVADA.







TYPICAL BASIN DETAIL
N.T.S.

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TEXAS ROADHOUSE
CONTACT: DUANE BANET
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502-384-5086

ISSUE/REVISION RECORD

DATE	DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
RYAN SCOTT, PE
PROJECT MANAGER
JANSON TING
QUALITY CONTROL
JANSON TING
DRAWN BY
NOEL BRISENO

PROJECT NAME
TEXAS ROADHOUSE
ARVADA
COLORADO
NEQ OLDE WADSWORTH BLVD AND W 55TH AVE
SULLIVAN SUBDIVISION, FILING NO. 1
AMENDMENT NO. 3
MINOR SUBDIVISION

PROJECT NUMBER
20210891

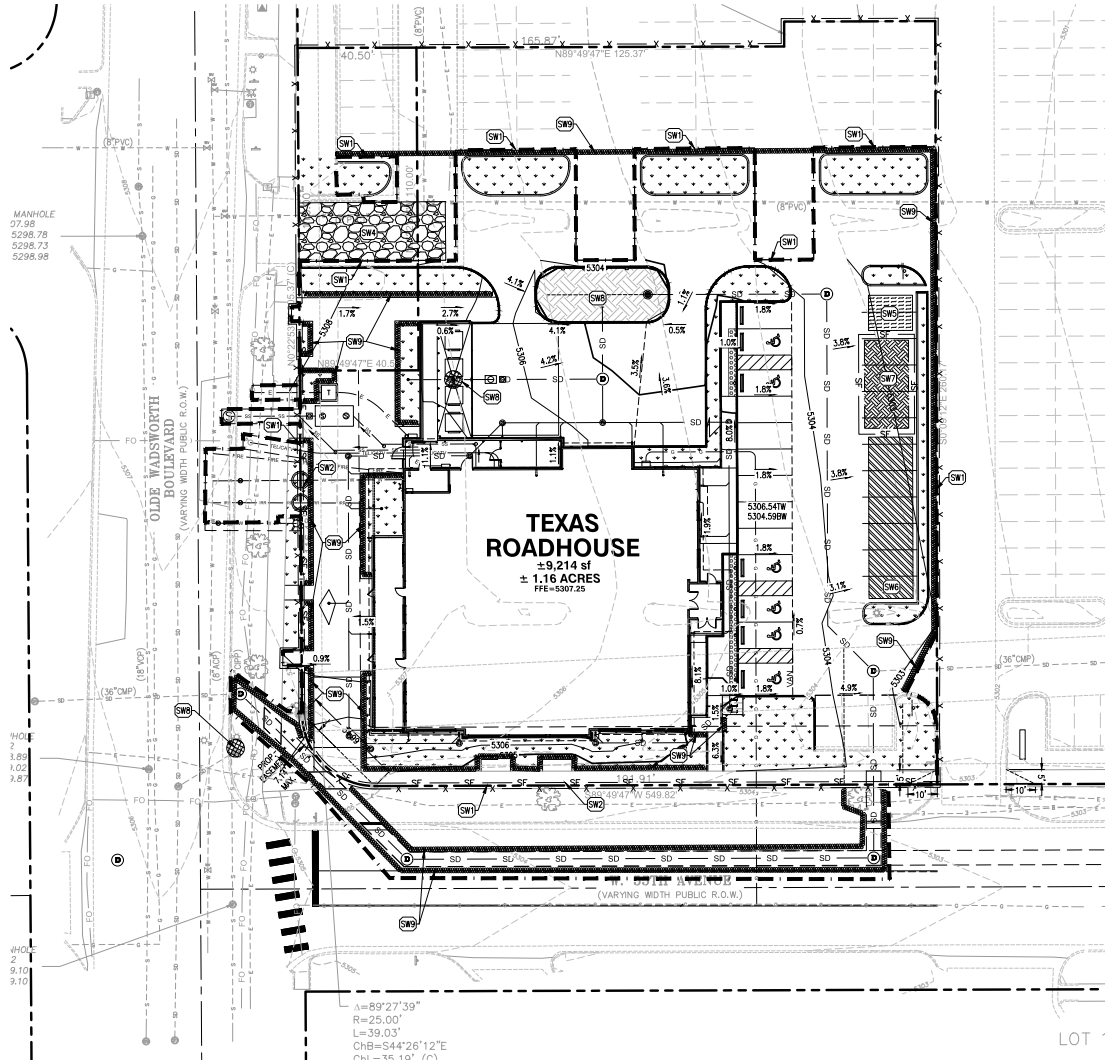
SHEET TITLE
GRADING PLAN

SHEET NUMBER
C4.0
SHEET 5 OF 14

NOT ISSUED FOR CONSTRUCTION

SWPPP NOTES:

1. COPIES OF THE APPROVED STORMWATER POLLUTION PREVENTION PLANS (SWPPP) SHALL BE MAINTAINED ON THE SITE AT ALL TIMES ALONG WITH ANY NECESSARY PERMITS AND INSPECTION FORMS.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES AND DEVICES SHALL BE INSTALLED AND FUNCTIONAL BEFORE THE SITE IS OTHERWISE DISTURBED. THEY SHALL BE KEPT OPERATIONAL AND MAINTAINED CONTINUOUSLY THROUGHOUT THE PERIOD OF LAND DISTURBANCE UNTIL PERMANENT SITE STABILIZATION HAS BEEN ACHIEVED.
3. CONTRACTOR SHALL IMPLEMENT SITE SPECIFIC BEST MANAGEMENT PRACTICES (BMPS) AS SHOWN AND REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED BY THE CONTRACTOR AS DICTATED BY SITE CONDITIONS OR THE PROJECT GOVERNING AUTHORITIES AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. ALL BEST MANAGEMENT PRACTICES AND CONTROLS SHALL CONFORM TO THE APPLICABLE FEDERAL, STATE, OR LOCAL REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OR MANUAL OF PRACTICE.
5. IF AFTER REPEATED FAILURE ON THE PART OF THE CONTRACTOR TO PROPERLY CONTROL SOIL EROSION, SEDIMENT AND/OR POLLUTION FROM THE PROJECT SITE, THE GOVERNING AUTHORITIES RESERVE THE RIGHT TO EFFECT NECESSARY CORRECTIVE MEASURES AND CHARGE ANY COSTS TO THE CONTRACTOR.
6. INLET PROTECTION SHALL BE INSTALLED AROUND EACH INLET OR CATCH BASIN WITHIN THE VICINITY OF THE DISTURBED AREA LIMITS AS SHOWN ON THE PLANS. THESE SHALL BE MAINTAINED UNTIL THE TRIBUTARY DRAINAGE AREAS HAVE ADEQUATE GRASS COVER AND/OR APPROPRIATE GROUND STABILIZATION.
7. ALL STREETS ADJACENT TO THE PROJECT SITE SHALL BE KEPT FREE OF DIRT, MUD AND DEBRIS. CONTRACTOR SHALL CLEAN ADJACENT PAVEMENTS AT THE END OF EACH WORKING DAY WHEN NECESSARY.
8. CONTRACTORS SHALL MINIMIZE BARE EARTH SURFACES DURING CONSTRUCTION TO THE EXTENT PRACTICABLE.
9. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED AS SOON AS IS PRACTICABLE.
10. IF DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIALS ARE DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, OR DITCHES SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED.
11. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY EXISTING STORM DRAINAGE SYSTEMS BY THE USE OF INLET PROTECTION OR OTHER APPROVED FUNCTIONAL METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT RESULTING FROM CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
12. CONSTRUCTION ACCESS POINTS TO THE SITE SHALL BE PROTECTED IN SUCH A WAY AS TO PREVENT TRACKING OF MUD OR SOIL ONTO PUBLIC THOROUGHFARES. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
13. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
14. DUST SHALL BE ADEQUATELY CONTROLLED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
15. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED TRASH CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
16. DURING DEWATERING OPERATIONS, WATER SHALL BE PUMPED OR OTHERWISE DISCHARGED FROM THE SITE INTO SEDIMENT BASINS, SILT TRAPS, DEWATERING BAGS OR POLYMER MIXING SWALES. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER SYSTEMS IS PROHIBITED.
17. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED WITHIN FOURTEEN (14) DAYS OF FINAL DISTURBANCE.
18. ALL SOIL STOCKPILES SHALL BE STABILIZED WITHIN FOURTEEN (14) DAYS OF FORMING THE STOCKPILE.
19. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED AS FOLLOWS:
    - 19.1. WHEN THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
    - 19.2. WHEN CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN 14 DAYS FROM WHEN ACTIVITIES CEASED (I.E. THE TOTAL TIME PERIOD THAT CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN 14 DAYS), THEN STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY CEASES.
20. PRE-QUALIFIED PERSONNEL (PROVIDED BY THE CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). REQUIRED REPAIRS SHOULD BE COMPLETED WITHIN FORTY-EIGHT (48) HOURS OF THE INSPECTION.
21. EROSION CONTROL BLANKETS SHALL BE USED IN AREAS OF 4:1 SLOPE OR STEEPER.
22. ALL TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHALL BE PROPERLY STABILIZED OR DISPOSED OF OFF SITE BY THE CONTRACTOR.
23. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN THOSE INDICATED ON THESE PLANS (INCLUDING BUT NOT LIMITED TO ADDITIONAL PHASES OF DEVELOPMENT AND OFF-SITE BORROW OR WASTE AREAS) A SUPPLEMENTARY STORM WATER POLLUTION PREVENTION PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR REVIEW.
24. SEE GENERAL NOTES SHEET FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED CONSTRUCTION FENCE
- SF — PROPOSED SILT FENCE
- PROPOSED LAND DISTURBANCE LIMITS
- PROPOSED CONCRETE CURB
- PROPOSED STORM SEWER STRUCTURE
- 50 — PROPOSED CONTOUR
- PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED SILT DIKE
- PROPOSED INLET PROTECTION INSERT
- SW4 — PROPOSED STABILIZED CONSTRUCTION ENTRANCE
- SW5 — PROPOSED CONCRETE WASHOUT (SUGGESTED LOCATION)
- SW6 — PROPOSED CONTRACTOR STAGING AREA (SUGGESTED LOCATION)
- SW7 — PROPOSED TEMPORARY TOPSOIL STOCKPILE (SUGGESTED LOCATION)
- SW10 — PROPOSED SEDIMENT CONTROL BASIN (SUGGESTED LOCATION)

SWPPP KEY NOTES:

SW1	PROPOSED PROJECT LAND DISTURBANCE LIMITS
SW2	PROPOSED SILT FENCE
SW4	PROPOSED STABILIZED CONSTRUCTION ENTRANCE
SW5	PROPOSED CONCRETE WASHOUT WITH MINIMUM 30-MIL POLYETHYLENE LINING AND LOCATION SIGNAGE
SW6	PROPOSED CONTRACTOR STAGING AREA INCLUDING MATERIALS STORAGE, COVERED TRASH DUMPSTER, AND PORTABLE TOILET FACILITIES
SW7	PROPOSED TEMPORARY TOPSOIL STOCKPILE WITH DOUBLE SILT FENCE PROTECTION
SW8	PROPOSED INLET PROTECTION
SW9	PROPOSED FIBER ROLL
SW10	PROPOSED SEDIMENT CONTROL BASIN

*NOTE: ALL CONTROL MEASURES SHALL BE IN ACCORDANCE WITH MILE HIGH FLOOD DISTRICT (MHFD) STANDARD DETAILS AND CITY STANDARDS AND SPECIFICATIONS.

SWPPP CONSTRUCTION SCHEDULE:

1. OBTAIN ALL APPLICABLE SITE PERMITS AND THOROUGHLY REVIEW PROJECT'S STORMWATER POLLUTION PREVENTION PLANS (SWPPP) PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE SWPPP THROUGHOUT THE DURATION OF CONSTRUCTION AS NECESSARY UNTIL FINAL SITE STABILIZATION IS ACHIEVED.
2. INSTALL PERIMETER SEDIMENT CONTROL MEASURES (I.E. SILT FENCE AND STABILIZED CONSTRUCTION ENTRANCE).
3. INSTALL INLET PROTECTION DEVICES FOR EXISTING STORM SEWER INLETS AND DRAINAGE STRUCTURES.
4. PERFORM SITE INSPECTIONS ON A WEEKLY BASIS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCH OR GREATER (OR EQUIVALENT SNOWFALL). AT A MINIMUM, THE INSPECTIONS SHALL INCLUDE THE DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, ALL STRUCTURAL CONTROL MEASURES, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, AND ANY ADDITIONAL BEST MANAGEMENT PRACTICES IDENTIFIED IN THE SWPPP.
    - 4.1. ALL SITE EROSION AND SEDIMENT CONTROL MEASURES AND BEST MANAGEMENT PRACTICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE CONTINUOUSLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. CONTRACTOR SHALL MAKE AND COMPLETE THE REQUIRED REPAIRS WITHIN FORTY-EIGHT (48) HOURS OF THE INSPECTION.
    - 4.2. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL STRUCTURAL CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE SITE INSPECTIONS.
5. INSTALL NEW STORM SEWERS AND OTHER SITE UTILITIES AS INDICATED ON THE PLANS.
6. PROVIDE TEMPORARY SEEDING AND/OR MULCHING FOR ALL DISTURBED SITE AREAS THAT WILL NOT BE WORKED ON FOR MORE THAN FOURTEEN (14) DAYS.
7. INSTALL TEMPORARY CONCRETE WASHOUT FACILITY PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK ON SITE.
8. INSTALL CURBS AND BEGIN SITE PAVING OPERATIONS (I.E. DRIVEWAYS, SIDEWALKS, ETC.)
9. PERFORM STREET CLEANING OPERATIONS AND OTHER BEST MANAGEMENT PRACTICES AS NEEDED FOR AREAS ADJACENT TO THE PROJECT SITE.
10. INSTALL BUILDING FOUNDATION AND COMPLETE BUILDING CONSTRUCTION AND REMAINING SITE IMPROVEMENTS.
11. REMOVE ALL TEMPORARY SITE EROSION AND SEDIMENT CONTROL MEASURES WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION ONCE PERMANENT STABILIZATION OF THE ENTIRE SITE HAS BEEN COMPLETED AND ALL GROUND COVER IS ESTABLISHED.

DISTURBED SITE AREA TABLE:

TOTAL SITE AREA:	50,432 SQ. FT. / 1.16 ACRES
TOTAL DISTURBED AREA:	50,717 SQ. FT. / 1.16 ACRES
IMPERVIOUS AREA:	40,720 SQ. FT. / 0.93 ACRES
PERVIOUS AREA:	9,997 SQ. FT. / 0.23 ACRES

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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LOUISVILLE, KY 40205
502-384-5086

ISSUE/REVISION RECORD

DATE	DESCRIPTION

PROFESSIONAL SEAL

PROFESSIONAL IN CHARGE
RYAN SCOTT, PE
PROJECT MANAGER
JANSON TING
QUALITY CONTROL
JANSON TING
DRAWN BY
NOEL BRISENO

PROJECT NAME

TEXAS ROADHOUSE
ARVADA
COLORADO
NEQ OLDE WADSWORTH BLVD AND W 55TH AVE

SULLIVAN SUBDIVISION, FILING NO. 1
AMENDMENT NO. 3
MINOR SUBDIVISION

PROJECT NUMBER
20210891

SHEET TITLE
STORMWATER POLLUTION PREVENTION PLAN

SHEET NUMBER
C4.1
SHEET 6 OF 14

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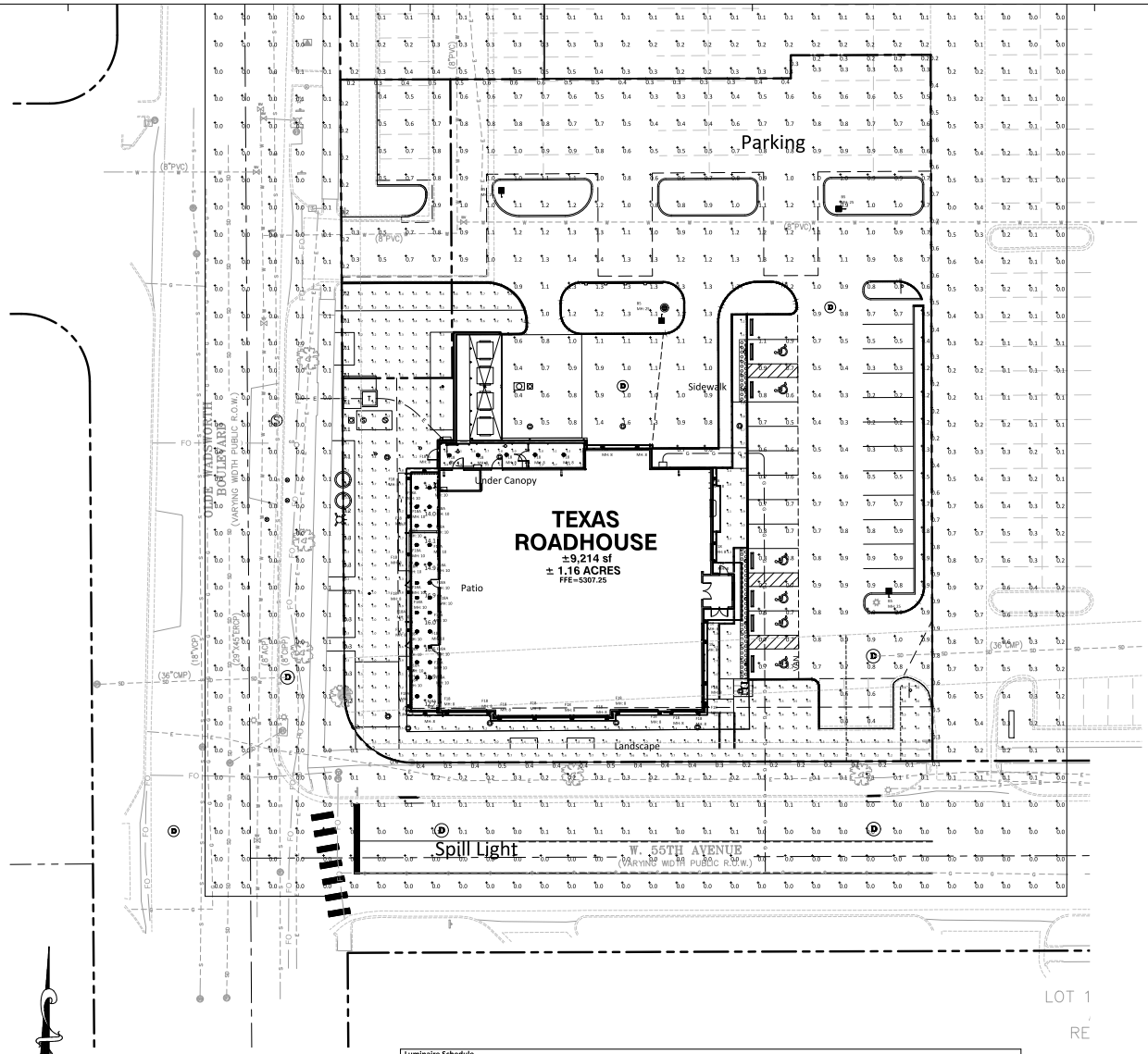

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLF	Arr. Watts	Arr. Lum. Lumens	Mounting Height
	4	B5	SINGLE	SLPV8LT54K	0.900	58	9235	25
	33	F18	Single	HM05-P57-12W120	0.900	12	840	8
	26	F18A	Single	HM05-P57-12W120	0.900	12	840	10

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb	Grid Z
Landscape	Fc	1.06	9.8	0.0	N.A.	N.A.	5	5	0
Parking	Fc	0.79	1.6	0.2	3.95	8.00	10	10	0
Patio	Fc	14.80	16.9	12.2	1.21	1.39	10	10	0
Property Line	Fc	0.36	0.9	0.1	3.60	9.00	10	N.A.	N.A.
Sidewalk	Fc	2.44	5.9	0.6	4.07	9.83	5	5	0
Spill Light	Fc	0.11	0.9	0.0	N.A.	N.A.	10	10	0
Under Canopy	Fc	5.06	6.0	2.4	2.11	2.50	5	5	0

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

COLORADO 811
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

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502-384-5086

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PROFESSIONAL IN CHARGE
RYAN SCOTT, PE
PROJECT MANAGER
JANSON TING
QUALITY CONTROL
JANSON TING
DRAWN BY
NOEL BRISENO

PROJECT NAME

TEXAS ROADHOUSE

ARVADA
COLORADO
NEQ OLDE WADSWORTH BLVD AND W 55TH AVE

SULLIVAN SUBDIVISION, FILING NO. 1
AMENDMENT NO. 3
MINOR SUBDIVISION

PROJECT NUMBER
20210891

SHEET TITLE

PHOTOMETRIC PLAN

SHEET NUMBER

PH1.0 SHEET X OF 14

NOT ISSUED FOR CONSTRUCTION

Drawing Name: P:\2021\2021090\PD\MD SE Preliminary Investigation - _Design_Current Drawings_Production Files\04 Civil CAD\2021090 Masterplan.dwg Last Modified: Mar 13, 2024 - 8:01pm by bbarnhill

TEXAS ROADHOUSE
SIGNAGE AND STRIPING PLAN

A PART OF LOT 1B-2, BLOCK 1B-1, SULLIVAN SUBDIVISION, FILING NO. 1 AMENDMENT NO. 3, MINOR SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 14 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN

CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

PROPOSED LEGEND:

- PROPERTY LINE
- PROPOSED CONCRETE CURB AND GUTTER
- PROPOSED PARKING STALL COUNT
- PROPOSED CONCRETE WHEEL STOP
- PROPOSED SIGN
- PROPOSED PYLON SIGN
- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- PROPOSED TAPPING SLEEVE AND VALVE
- PROPOSED WATER METER AND VAULT
- PROPOSED GATE VALVE AND VALVE BOX
- PROPOSED TRANSFORMER PAD
- PROPOSED GAS METER
- PROPOSED ELECTRIC METER, CT CABINET AND DISCONNECT
- PROPOSED STORM SEWER STRUCTURE
- PROPOSED SANITARY SEWER GREASE INTERCEPTOR
- PROPOSED SANITARY SEWER STRUCTURE

NARRATIVE SUMMARY:

REMOVAL OF EXISTING PARKING LOT AND CONSTRUCTION OF A NEW TEXAS ROADHOUSE RESTAURANT, PARKING LOT, SIDEWALKS, CURBS, LANDSCAPING, AND ASSOCIATED UTILITY CONNECTIONS.

REMOVAL OF EXISTING 36" CMP STORM DRAIN BENEATH THE PROPOSED BUILDING AND CONSTRUCTION OF NEW 42" RCP STORM DRAIN ROUTED THROUGH PUBLIC RIGHT OF WAY.

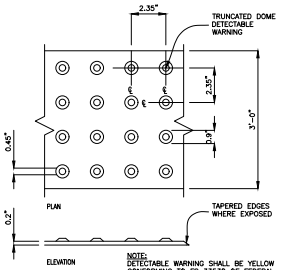
BENCHMARK

BENCHMARK NO. 381 BEING A RAILROAD A SPIKE IN POWER POLE LOCATED ON THE NORTH SIDE OF 54TH AVENUE & QUAY STREET, APPROXIMATELY 1,656 FEET EAST OF THE SUBJECT PROPERTY.

ELEVATION: 5287.68 FEET (NAVD 1988 DATUM)

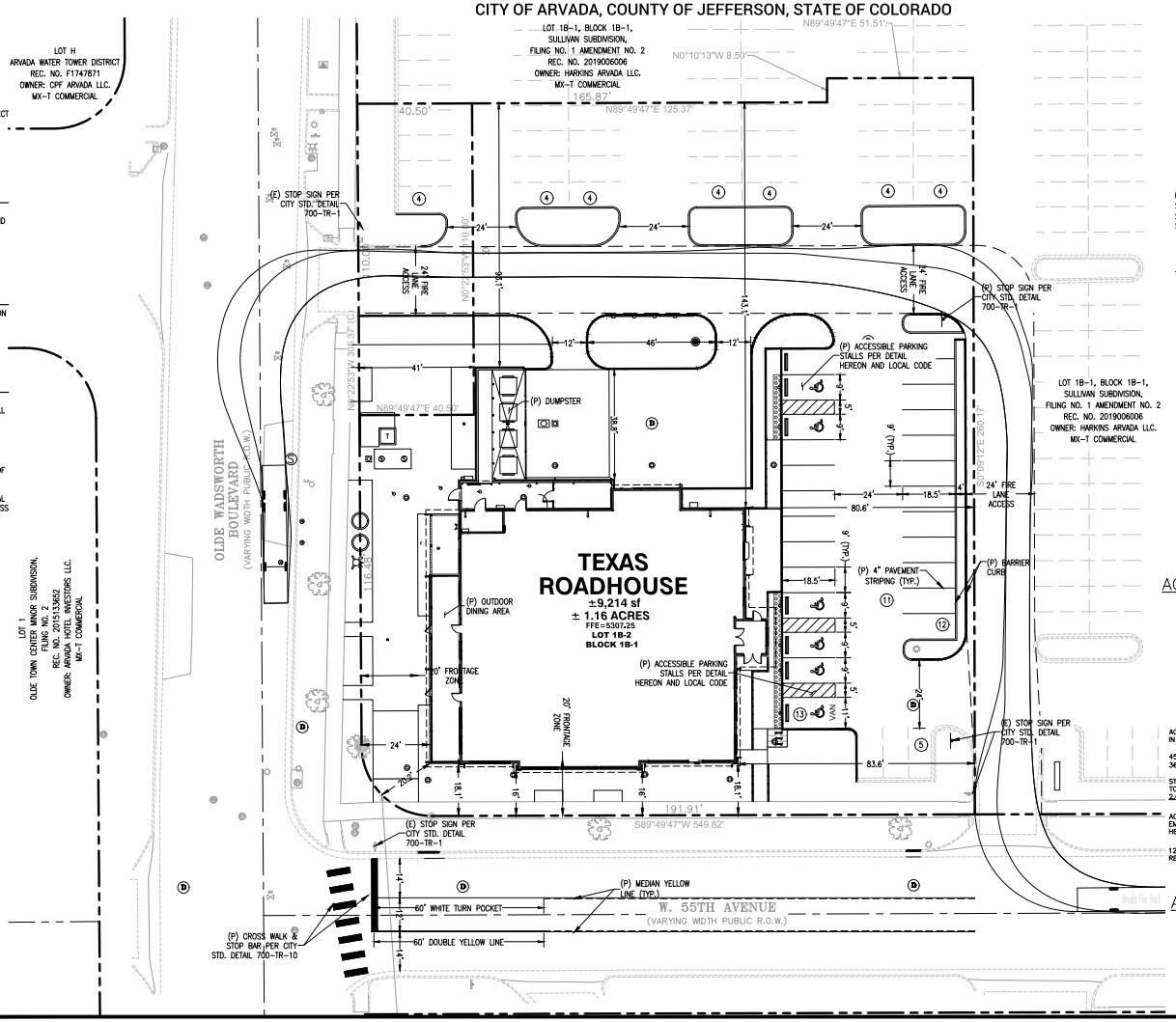
FIRE NOTES:

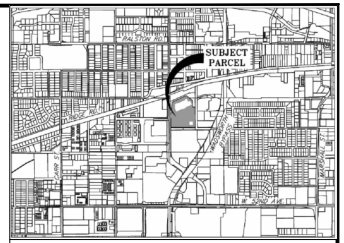
1. DURING CONSTRUCTION THERE SHALL BE SIGNAGE THAT PROVIDES THE ADDRESS AT THE FIRE DEPARTMENT ACCESS POINT. THE CHARACTERS SHALL BE MINIMUM OF 4 INCHES HIGH WITH A 0.5 INCH STROKE AND VISIBLE FROM THE FIRE DEPARTMENT ACCESS POINT. THE COLOR OF THE SIGN SHALL EITHER BE A RED BACKGROUND WITH WHITE CHARACTERS OR WHITE BACKGROUND WITH RED CHARACTERS. FIRE APPARATUS ACCESS ROAD(S) SHALL BE PROVIDED WITH AN APPROVED PAVEMENT SURFACE (ASPHALT OR CONCRETE), AND SHALL BE CAPABLE OF SUPPORTING AN IMPOSED LOAD OF 85,000 POUNDS.
2. APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED BEFORE COMBUSTIBLE MATERIALS ARE BROUGHT TO THE SITE, AND BEFORE VERTICAL CONSTRUCTION. UNLESS OTHERWISE APPROVED, THE FIRE APPARATUS ACCESS ROAD SHALL CONSIST OF THE FIRST LIFT OF ASPHALT OR CONCRETE.



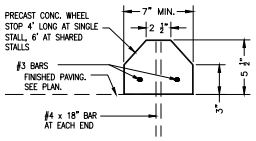
NOTE:
DETECTABLE WARNING SHALL BE YELLOW CONFORMING TO FS 33538 OF FEDERAL STANDARD 595C AND LOCAL CODE REQUIREMENTS

DETECTABLE WARNING DETAIL
NOT TO SCALE

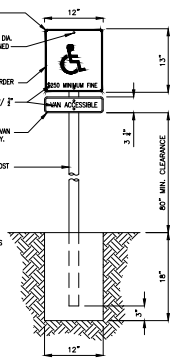




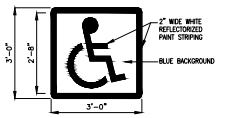
PROJECT LOCATION MAP
N.T.S.



WHEEL STOP
NOT TO SCALE

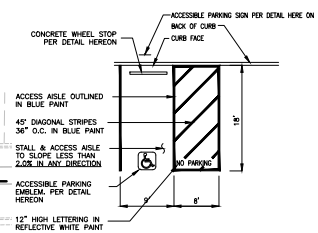


ACCESSIBLE PARKING SIGN
NOT TO SCALE



NOTES:
1. STENCIL ONE SYMBOL ONTO PARKING SURFACE IN EACH ACCESSIBLE STALL
2. LOCATE PER ACCESSIBLE PARKING STALL DETAIL(S)
3. ALL LINES 2" WIDE PAINTED ON WHITE ON BLUE BACKGROUND.

ACCESSIBLE PARKING EMBLEM
NOT TO SCALE



ACCESSIBLE PARKING STALL
NOT TO SCALE

GRAPHIC SCALE
20 0 10 20
(IN FEET)
1 inch = 20 ft.

TRUE NORTH

ENGINEER
GREENBERGFARROW
CONTACT: RYAN SCOTT, P.E.
1230 PEACHTREE ST. NE, SUITE 2900
ATLANTA, GA 30309
TEL: (806)421-0656
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OWNER
HARKINS ARVADA, LLC

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TEXAS ROADHOUSE | **SIGNAGE AND STRIPING PLAN**

NEQ OLDE WADSWORTH BLVD AND W 55TH AVE
CITY OF ARVADA, COLORADO

GF 202108910 | 03-13-2024 | 1 OF 1

FRONT ELEVATION (SOUTH)

LEFT ELEVATION (WEST)

REAR ELEVATION (NORTH)

RIGHT ELEVATION (EAST)

EXTERIOR FINISH SCHEDULE

METAL RAILS / METAL GATE	PORTER PAINTS: EXTERIOR; COLOR: BLACK
FIBER CEMENT SIDING	ALLURA LAP SIDING, RUSTIC CEDAR 8.25" (7" EXPOSURE) COLOR: SUMMER WHEAT ALLURA VERTICAL PANEL, RUSTIC 8" OC GROOVE, COLOR: SUMMER WHEAT
EXTERIOR SHUTTERS	WHOLESALE MILLWORK HIGH DENSITY POLYURETHANE COLOR: SHERWIN WILLIAMS PAINTS, #6096 JUTE BROWN
FRONT ENTRANCE DOORS	SPECIAL-LITE SL-18 FRP DOOR OAK FINISH
FASCIA, FIBER CEMENT BOARD TRIM, METAL CAP FLASHING & GUTTERS	PAINT #1: SHERWIN WILLIAMS PAINTS, GREEN
DOWNSPOUTS	PAINT #2: SHERWIN WILLIAMS PAINTS, #6117 "SMOKEY TOPAZ" FINISH COLOR TO MATCH FIBER CEMENT COLOR
METAL DOORS & FRAMES, DUMPSTER GATES & BOLLARDS	PAINT #3: SHERWIN WILLIAMS PAINTS, GLOSS BLACK
BRICK	COMMERCIAL BRICK CORPORATION "HOMESTEAD"
BRICK (ALTERNATE)	GENERAL SHALE PHOENIX C652
METAL ROOF	METAL SALES VERTICAL SEAM, 12-INCH COVERAGE GALVALUME

DISCLAIMER NOTE:
THE COLORS DEPICTED ON THESE ELEVATIONS ARE FOR GRAPHIC REPRESENTATION PURPOSES ONLY.
PLEASE REFER TO MATERIAL BOARD FOR ACTUAL SAMPLE OF COLORS AND TEXTURES

TRANSPARENCY AND GLAZING AREAS AND PERCENTAGES

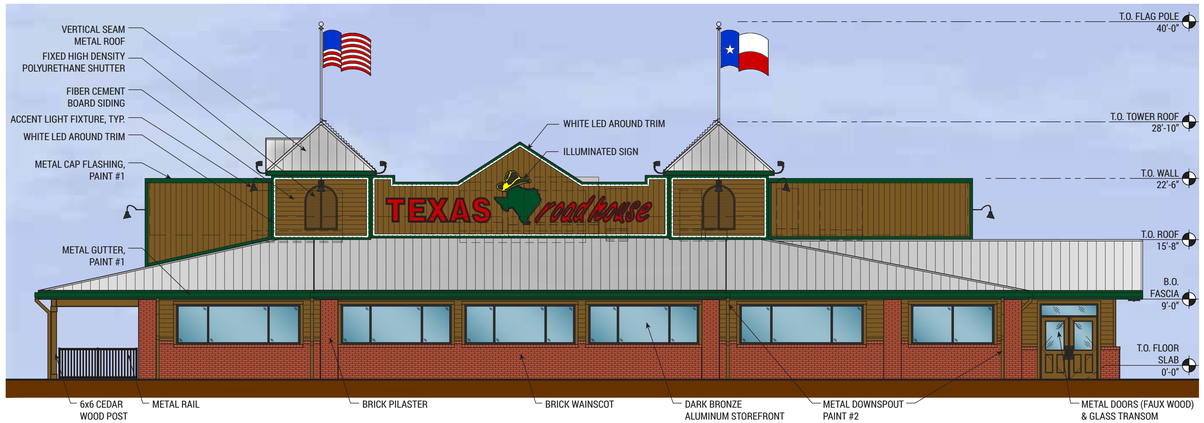
ELEVATION	PEDESTRIAN PRIORITY VIEW PLANE AREA (BETWEEN 2' & 10.5' ABOVE GRADE)	TRANSPARENT AREA	SPANDREL/FAUX WINDOW AREA	TOTAL TRANSPARENCY PERCENTAGE	TOTAL GLAZING PERCENTAGE (TRANSPARENT + SPANDREL)
SOUTH ELEVATION	884.78 SF	354.33 SF	0.00 SF	40.05%	40.05%
WEST ELEVATION	771.82 SF	87.33 SF	108.00 SF	11.31%	25.31%
NORTH ELEVATION	892.84 SF	6.33 SF	94.50 SF	0.71%	11.29%
EAST ELEVATION	820.56 SF	128.88 SF	27.00 SF	15.71%	19.00%

8600 W Bryn Mawr Ave., Suite 800N
Chicago, Illinois 60631
t: 847.788.9200 f: 847.788.9536

TEXAS ROADHOUSE
ARVADA, CO
9,213 SF
20210891.0

EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'-0"
A2.0

10/23/2023



FRONT ELEVATION (SOUTH)

LEFT ELEVATION (WEST)

REAR ELEVATION (NORTH)

RIGHT ELEVATION (EAST)

EXTERIOR FINISH SCHEDULE

METAL RAILS / METAL GATE	PORTER PAINTS: EXTERIOR; COLOR: BLACK
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EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'-0"
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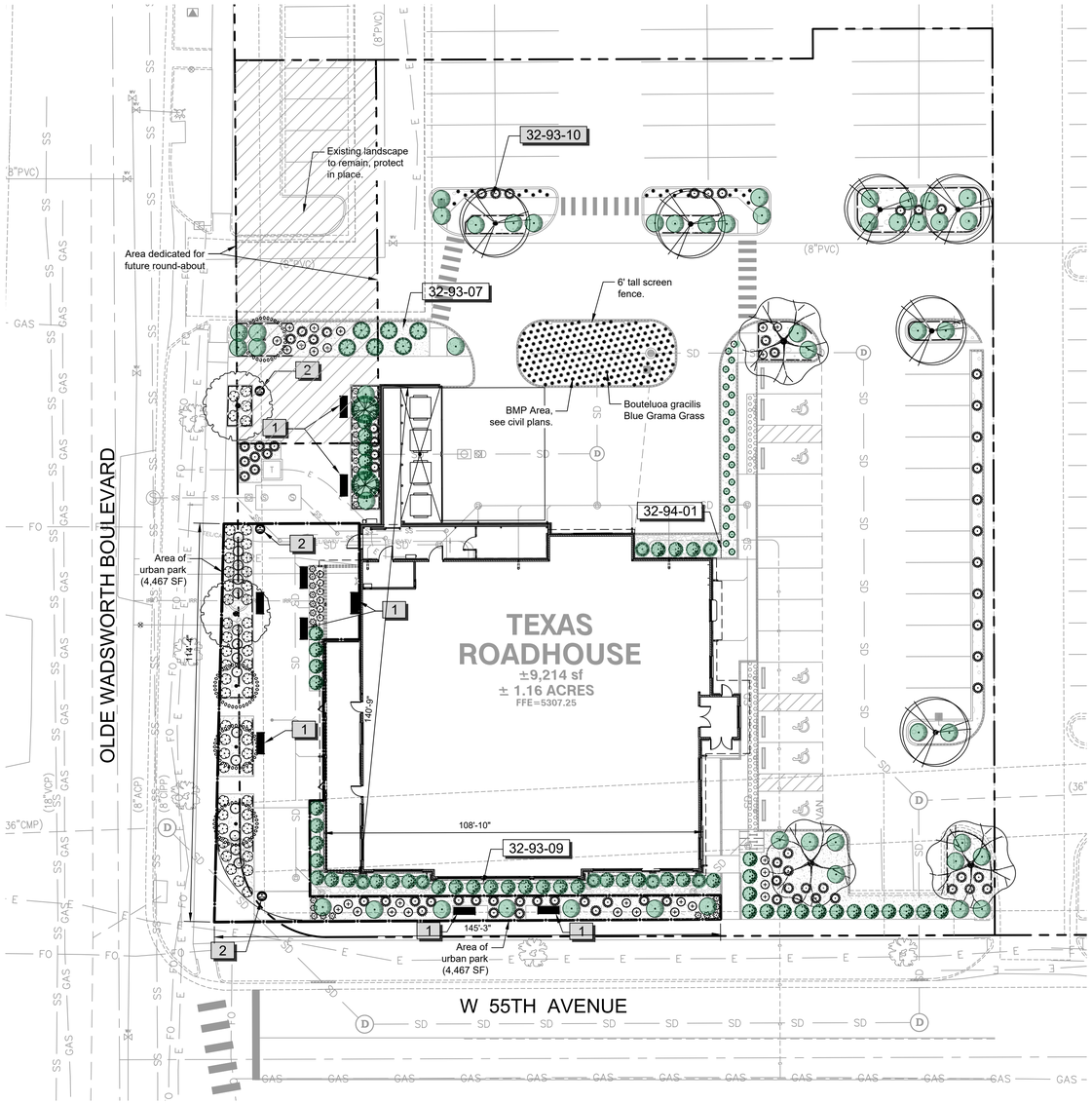
06/06/2024



City of Arvada Notes:

- A 3'-0" CLEAR SPACE SHALL BE MAINTAINED AROUND ALL FIRE HYDRANTS AND NOT OBSTRUCTED
- TREES WITHIN THIS DEVELOPMENT, WHEN FULLY MATURE, SHALL PROVIDE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13 FEET 6 INCHES

Urban Park dedication = 4,467 square feet

Planting Requirements:

Surface Parking Lot Landscape:
One shade tree or two ornamental trees, plus eight shrubs per 300 square feet of required landscape area.
Total parking lot island area: 2,968 square feet.
Required parking lot island landscape: 2,968 / 300 = 9.9 trees required and 79.2 shrubs.
Provided: 9 trees and 116 shrubs.

Foundation planting:
1 shrub per 5 linear feet of building facade.
152 / 5 = 30 shrubs required.
Provided: 33 shrubs.

General landscape areas:
One large tree per 2,000 square feet of permeable area.
One small tree or one evergreen per 1,500 square feet of permeable area.
75 percent vegetative ground cover at maturity, excluding tree canopy.
3,666 / 2,000 = 1.8 tree required.
3,666 / 1,500 = 2.4 small trees or 3 evergreen trees.
Provided: 2 large trees.
7 small trees and 7 evergreen trees.

Tree Removal:

Tree #	Diameter	Condition	Total
1	9"	60%	5.4"
3	8"	0%	0"
5	9"	0%	0"
6	10"	35%	3.5"
7	7"	65%	4.55"
8	10"	0%	0"
9	4"	0%	0"
10	8"	50%	4"
13	8"	0%	0"
16	10"	75%	7.5"
17	7"	40%	2.8"
20	7"	65%	4.55"
21	7"	35%	2.45"
22	8"	65%	5.2"
23	7.5"	65%	4.875"
24	7"	65%	4.55"
25	7.5"	65%	4.875"
Total			54.25"

Tree Mitigation:

2" x 24 = 48"
1" x 7 = 7"

Total 55"

Plant Legend

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	USE	STYLE	QTY
TREES							
	Acer x freemanii 'Jeffersred'	Autumn Blaze® Freeman Maple	B & B 2" Cal.	Deciduous	Accent Tree	Single Trunk	2
	Celtis occidentalis	Common Hackberry	B & B 2" Cal.	Deciduous	Parking Lot Tree	Single Trunk	6
	Juniperus scopulorum 'Blue Arrow'	Blue Arrow Juniper	B & B 6' HT	Evergreen	Screen Tree	Single Trunk	25
	Juniperus scopulorum 'Medora'	Medora Juniper	B & B 6' HT	Evergreen	Screen Tree	Single Trunk	6
	Pinus heldreichii 'Compact Gem'	Compact Gem Bosnian Pine	B & B 6' HT	Evergreen	Accent Tree	Standard	2
	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	B & B 2" Cal.	Deciduous	Accent Tree	Single Trunk	4
	Ulmus x 'Frontier'	Frontier Elm	B & B 2" Cal.	Deciduous	Parking Lot Tree	Single Trunk	3

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	WUCOLS	QTY
SHRUBS						
	Juniperus horizontalis 'Blue Chip'	Blue Chip Creeping Juniper	5 gal	Evergreen		49
	Juniperus virginiana 'Idyllwild'	Idyllwild Eastern Redcedar	7` min. ht.	Evergreen		7
	Picea pungens 'Glauca Globosa'	Blue Globe Colorado Spruce	36" min. ht.	Evergreen		52
	Spiraea japonica 'Little Princess'	Little Princess Japanese Spirea	5 gal	Deciduous		51
	Viburnum dentatum 'Christom'	Blue Muffin® Arrowwood Viburnum	5 gal	Deciduous		15
GRASSES						
	Bouteloua gracilis	Blue Grama Grass	1 gal	Evergreen		242
	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	5 gal	Evergreen		75
PERENNIALS						
	Aster novi-belgii 'Audrey'	Audrey New York Aster	5 gal	Evergreen		6
	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	5 gal	Evergreen		31
	Perovskia atriplicifolia	Russian Sage	5 gal	Deciduous		27

Notes:

1- Graphic symbols take precedence over written quantities. Contractor to verify total quantities.

2- Plant quality shall be as prescribed in the details and specifications. Any plant not meeting such requirement shall be removed from the site and replaced at no cost to the Owner or Landscape Architect.

3- All quantities and amounts shown on the plans are best estimates for the benefit of the Contractor. In field conditions may vary compared to what is shown on the plans. Therefore, it is the Contractor 's responsibility to verify all lengths, square footages, and amounts prior to bidding the project.

Amenities and Ground Cover Legend

SYMBOL	DESCRIPTION	QTY
1	72" bench. To be provided by owner. Surface mount. Frame: Black Gloss	9
2	40 gallon trash receptacle. To be provided by owner. Surface mount. Receptacle: Black Gloss	3

SYMBOL	PLANTING DESCRIPTION	QTY
32-93-01	18" linear root barriers shall be installed within eight feet (8`) of any pavement. Linear root barriers shall be by Deep Root model number 18-2. Install per manufacturer`s specifications and recommendations. See planting detail.	548 lf

SYMBOL	PLANTING DESCRIPTION	QTY
32-93-07	5" Thick layer of 1/2" - 1-1/2" organic composted mulch. Premium Natural Log Mulch available from A1 Organics at 1-800-776-1644. See specification for further information.	4,319 sf
32-93-09	Install river rock mulch 5"-7" length on weed barrier in plant bed adjacent to building foundation and where indicated on plan. River rock mulch to be installed flush with top of sidewalk. See detail.	995 sf
32-93-10	Install river rock mulch 2"-5" length on weed barrier to match existing island river rock.	1,725 sf

SYMBOL	PLANTING ACCESSORIES DESCRIPTION	QTY
32-94-01	Permaloc aluminum landscpe edgning. 1/8" x 4" ProSlide; color- black. Install per manufacturer`s specifications and recommendations. See planting detail.	128 lf

0 20 40 60 feet
1" = 20'

Know what's below. Call before you dig.

NOT FOR CONSTRUCTION

WOOD ARCHITECTURE
1512 W. Mineral King Ave.
Visalia, Ca 93291
559. 786. 9600 (c)
559. 636. 3277 (f)
www.iwoodarchitecture.com

KURT A KOETHER 959 LICENSED LANDSCAPE ARCHITECT STATE OF COLORADO
05/09/2012
Original Date of Licensure
6.26.2024

Drawing Description: Development Plan Submittal
Date: 04.21.2023

Planting Plan
Texas Roadhouse
Arvada, CO

Date: 6.26.2024
Scale: 1" = 20'
Project: 23007_WA

NORTH

L-1

Sheet 1 of 2

\\Mac\Home\Desktop\Wood Architecture\23\23007_WA-Texas Roadhouse_Arvada, CO\GF\Land\Civil\CD_05\23007_WA-p1 and planting.dwg Apr 20, 2023 - 4:09pm kurtkoether

Fwd: Texas Roadhouse - Building Orientation

1 message

Jessica Garner <jegarner@arvada.org> Mon, May 20, 2024 at 12:50 PM
To: Dixielee Rodriguez <drodriguez@arvada.org>
Cc: Josie Suk <jsuk@arvada.org>

Hi Dixielee, I'm very sorry to add another email, but would you please also include this in the packet for additional public comment we received from Ted Harberg?
This message went to staff, and I neglected to add it to the overall record.
Thank you,
Jessica

---------- Forwarded message ---------
From: **Lorie Gillis** <lgillis@arvada.org>
Date: Wed, May 15, 2024 at 6:11 AM
Subje[redacted]se - Building Orientation
To: T[redacted]
Cc: Rob Smetana <rsmetana@arvada.org>, Jessica Garner <jegarner@arvada.org>, Linda Haley <lhaley@arvada.org>

Ted,
I have received your email and will be following up with our team. I have looped in Jessica Garner, our Director of Community and Economic Development.

Respectfully,

On Tue, May 14, 2024 at 2:38 PM [redacted] > wrote:

Hello once more,

I would like to formally reference the below email exchange between myself and Cheryl Drake regarding the Texas Roadhouse from June 22nd of last year. In this email, Cheryl wrote that "they will be required to mail notices to all property owners that are within 1,000 feet of the boundary of the property"

I do see in the code that it says "Written notice shall also be mailed to any homeowners associations and other neighborhood organization with a known interest in the subject area, or **to others who have filed a timely request to receive written notice**. *The Director shall have the ability to reduce the notice distance by up to 500 feet* for applications determined to have a minimal impact on surrounding properties."

While I would agree that this says the director has the ability to reduce the notice distance by up to 500 feet, it also says that written notice shall be mailed "to others who have filed a timely request to receive written notice."

I believe that my exchange with Cheryl Drake last year was more than timely enough to put Planning on notice that I expected to receive notice of this public hearing, as Cheryl assured me that I would.

Thank you,
Ted Harberg

On Thu, Jun 22, 2023 at 9:27 AM Cheryl Drake <cheryl@arvada.org> wrote:

Ted-

The building orientation and configuration criteria does list the pedestrian walkway as the last priority but does not prohibit the selection. I have attached the architectural elevations which are on sheet 126 in the application. The transparency data is provided there as well. The applicant has indicated that they will be requesting a major modification to the transparency requirements for the west and south elevations. You have correctly identified the main entry. The building complies with the second option in this requirement.

1. All ground floor users shall provide a primary entrance facing the street, placed at an angle not more than 45 degrees from the adjacent street ***or within 50 feet of the street with a direct pedestrian connection from the priority street.***

All requests for major modifications require public hearings before Planning Commission and City Council where you will be able to address your concerns. A date for the first hearing has not yet been set but they will be required to mail notices to all property owners that are within

1,000 feet of the boundary of the property, the property will be posted, and the request will be published in the newspaper and on the City's website.

I appreciate your review and the comments that you have provided.

On Tue, Jun 20, 2023 at 4:07 PM T [redacted] > wrote:

Hi Cheryl,

Thank you for your response. After reading through the Land Development Code however, I have a few more questions, and I am **very** concerned that the director thinks that this is an appropriate design for our neighborhood.

I am now interested in probing this matter a bit deeper and would like to ask - how does this proposed Site Design comply with Section 5-1-2-6 - Nonresidential and mixed-use standards (B) Building Orientation and Configuration? This section states that:

"A. *Generally*. This Section shall apply to **any new nonresidential development**, mixed-use development, redevelopment, or building expansion **in all zoning districts**...." and
"B. *Building Orientation and Configuration.*

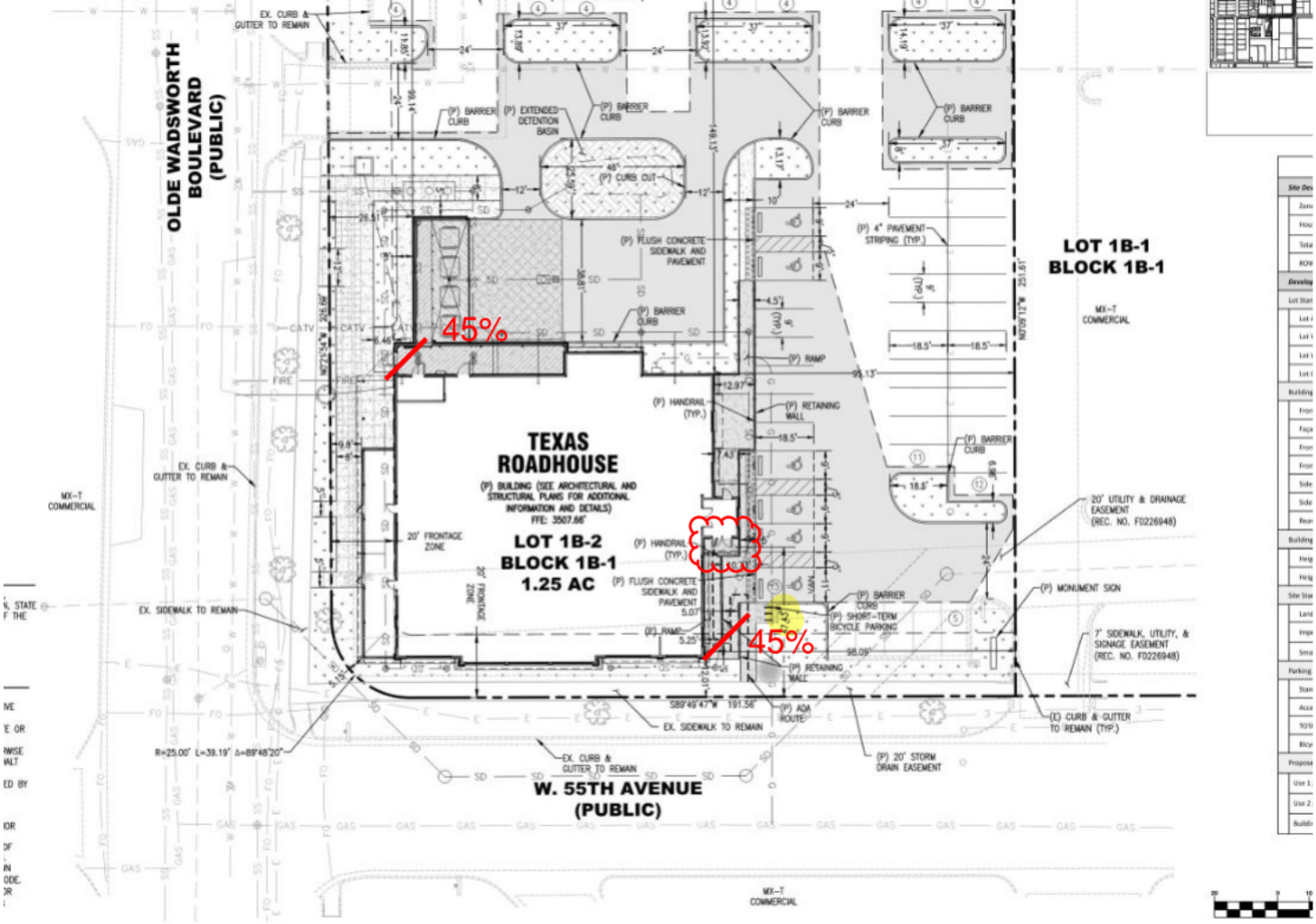
1. Structures shall be arranged so that the primary facade, or each facade with a main pedestrian entry, orients onto a public or private street, a public park, open space or common green, plaza, courtyard, private street-like drive, or a pedestrian passage, in the following order of priority:
    - A. A public or private street;
    - B. A pubic park, open space or common green;
    - C. A plaza or courtyard; or
    - D. A pedestrian walkway."

It seems very clear that this building fails to comply with this requirement for Building Orientation and Configuration. Section 5-1-2-3 - General building design standards makes it clear that "*The main entrance or a courtyard leading to the main entrance of each principal building shall be located on the front facade*," meaning that the front facade of this building is quite plainly the East Elevation. This facade faces away from both of the adjacent pedestrian priority streets, and orients only on to "A pedestrian walkway," which is intended to be the lowest in the order of priority.

I am also concerned that this development will fail to meet the criteria listed under Section 5-1-3-1. - Pedestrian priority streets.(B) Standards. These standards state that "6. *At least 50 percent of the wall area on street facing façade between two and 10.5 feet above grade shall be occupied by windows and/or entry doors*." and that these windows and doors must "*Utilize clear transparent glass in order to provide clear views of building interiors from the street and to allow natural surveillance of the street and adjacent outdoor spaces.*"

This proposed building places an unfriendly trash enclosure immediately adjacent to Olde Wadsworth, screened by a blank wall attached to the building (where the primary building entrance should ideally be located). Will the West Elevation and the South Elevation, including the trash screening wall, both be able to comply with this 50% transparency requirement? The application submitted to the city does not include building elevations, so it is hard for me to be sure. I am assuming the applicant will need to request variances for these things, but it would be better if Planning would simply ask the applicant to redesign their project before any more staff reviews are returned.

Finally, do I understand correctly that the door I have red-clouded below is the door that is being considered the "primary entrance," and that this is considered to meet the criteria because the setback is shown to be 47.43' from the property line (barely slipping in under the 50' required by code)?



If this is correct, then I am extremely disappointed to hear that Planning is prepared to let this building turn its back to our Main Street on such a tenuous technicality. It is very clear that the primary building facade is the east facade, and that this facade turns its back to both of the adjacent pedestrian priority streets. It strains credibility to claim that this design meets the standards of the LDC or that this design respects the intention of the New Town Area Plan in any way. **This is bad urban design.**

Arvada would be well within its right to ask Texas Roadhouse to redesign its floor plan layout so that it works better for the neighborhood. We do not have to accept their cookie-cutter design as if it cannot be modified or changed. It is inappropriate to prioritize a speedy review process (eliminating red tape) over a process that actually serves the needs of the neighborhood and delivers on the promises we claim to be making in planning documents like the New Town Area Plan.

Best,

Ted Harberg
AICP Candidate

On Fri, Jun 16, 2023 at 10:05 AM Cheryl Drake <cheryl@arvada.org> wrote:

> Thank you for your input Ted.
>
> The LDC requires that the primary entrance facing the street be placed at an angle not more than 45 degrees from the adjacent street or within 50 feet of the street with a direct pedestrian connection from the priority street.
>
> Texas Roadhouse has indicated that the door location has been determined by the floor plan of the restaurant. The current proposal meets this criteria and the Director has agreed to support the design.
>
> On Thu, Jun 15, 2023 at 2:58 PM T [redacted] > wrote:
>
> > Hi,
> >
> > I am a resident of Olde Town Arvada and an enthusiastic urbanist. I like to keep up on the proposed developments in my neighborhood, and recently spotted a proposal for a new Texas Roadhouse at the corner of 55th Ave and Olde Wadsworth (which you are listed as the planner for). It is exciting to see Texas Roadhouse reinvesting in the neighborhood and to see them move the building right up against the street corner!!
> >
> > I see that the planning commission hearing is not until September 19th, however I would like to offer a piece of feedback before the review of this project gets too far along.
> >
> > Will the city please request that the front door to this restaurant either face Olde Wadsworth, or at the very least be located near the northwest corner of the building (where it could be accessed both from the sidewalk and the parking lot? My dream for my neighborhood is that our

pedestrian-oriented main street will one day grow south into "New Town," but we MUST enforce good urban design standards, and these standards need to take building-orientation into account. It is *very* disappointing to see the proposed front entrance to this building facing backwards toward the parking lot and I would like to see this corrected before this case moves to a public hearing.

I believe this urban design comment is strongly supported by the recently approved New Town Sub-Area Plan, which designates this as a Pedestrian-Oriented Mixed Use District. This plan stresses the importance of Architectural Design to accomplishing the plan's goals. It is well known in urban planning circles that buildings in pedestrian-oriented areas should have their front doors facing the sidewalk on which they are located.

This is a reasonable request for the city to make that is backed up by the city's own current planning efforts, and by best practices in urban design. Please don't allow this restaurant to engage the parking lot at the expense of the sidewalk. Olde Wadsworth is our neighborhood's main street, and this is where the front entrance to the building needs to be if we are to be sincere about this being a pedestrian-oriented character area.

Thank you for your consideration,

Ted Harberg
Olde Town Resident and AICP Candidate

--
Cheryl Drake, AICP
Senior Planner
720-898-7436
cheryl@arvada.org

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Jessica Garner, AICP
Community and Economic Development Director
Desk: 720-898-7016
Mobile: 720-454-4117
E-Mail: jegarner@arvada.org

CED Boards and Commission <cedboardsandcommission@arvada.org>

Comments for 5/21/24 planning commission meeting regarding DA2023-0045

1 message

Alex Pray [redacted] Tue, May 21, 2024 at 1:55 PM
To: cedboardsandcommission@arvada.org

I would like to make the following comments in regard to my objections to the major modification request for the Texas Roadhouse in a pedestrian priority zone in New Town

The proposed design for Wadsworth and 55th streets is intended to prioritize pedestrians, but it fails to meet this goal. The only entrance from Wadsworth requires walking through an outdoor dining area, conflicting with Standard 7 of the Land Development Code (LDC) that requires direct pedestrian access. From the northwest corner of the building, visitors from Olde Town and the parking garage have to walk over 100 yards around the building, and the front door isn't visible from most of the 55th frontage, undermining pedestrian priority.

I support infill development in the New Town Area, but true pedestrian priority needs walkable, dense, and accessible amenities. Simply having a façade over 25 feet high doesn’t promote density. Referencing existing developments as standards is flawed, as they were built before the New Town sub-area plan and are not on pedestrian priority streets. Approving this project contradicts the sub-area plan’s vision and LDC requirements.

This proposal doesn't meet major modification approval criteria. For Criteria #1, it contradicts pedestrian priority by creating an unengaging, pedestrian-unfriendly environment with large false façades. For Criteria #2, increased massing doesn’t mean increased usable space. While the west side may be active, the south side lacks pedestrian accommodations.

Finally, the city council just adopted the new city strategic plan yesterday, which includes community and economic development worksystem priority area CED2. This priority area emphasizes maintaining the City’s standards for safety, vision, and sustainable, quality design through a high-performing development review process. Approving this project today does not align with the vision laid out in the sub-area plan. Replacing a restaurant that is less than 25 years old with an identical structure is not sustainable. At the very least, the developer should be persuaded to comply with the land development code and city design standards. The city should not bend to accommodate the design standards of Texas Roadhouse.

Thank you for your time and consideration.

Alex Pray
6330 Reed St, 80003

Hello,

I want to reach out because I have seen the signs posted at the proposed site of Texas Roadhouse in Olde Town Arvada for the upcoming Planning Commission hearing next week, and I have seen this public hearing scheduled on the eTRAKiT website. Was a mailed notice required to be sent to residents ahead of this meeting? If so, I would like to let you know that I have not received a notice despite living roughly 0.15 miles from the project site.

I am reviewing the Arvada Land Development Code now, and it appears that 8-2-4-2. - Required notice by application type. requires a mailed notice for an application that includes a request for a major modification (as this proposal does). What is the proper process if the developer failed to send the mailing notice to adjacent property owners?

I am also wondering whether a neighborhood meeting was ever held for this application. I have lived at this address since summer of 2022, and I don't ever remember seeing a neighborhood meeting for this project. Was a neighborhood meeting conducted, and if so, may I please see the *neighborhood meeting* described in 8-2-3-4. - Neighborhood meetings.?

Sincerely,
Ted Harberg, AICP

Hello Rob,

Thank you for this response. As a resident of this neighborhood, I am very disappointed in the lack of public process that has gone into this review. As you can see from the image below, a 500-foot radius is not even large enough to include a single homeowner (the dark rooftops in this image are all for-rent apartments). As a resident on Water Tower Promenade, and as a fellow planner, I take issue with the assertion that the Major Modifications will have minimal impact on the surrounding community. In fact, by reducing the notification distance to only 500 feet, Planning has excluded homeowners from this process. You cite "surrounding commercial development," but seem to fail to acknowledge that this development also impacts nearby HOMEOWNERS.

As a planner and a neighbor who is passionate about urban design, I would very much have liked to attend this meeting, and I would have had substantive design feedback to share. I first learned of this proposal in June of 2023, which it seems was about 4 months after the neighborhood meeting that I was not aware of. I immediately reached out to planning to give the feedback that I would have liked to have shared at a neighborhood meeting, and received a dismissive response from Cheryl Drake informing me that the design was essentially final, and that my only option to give my feedback would be at a public hearing.

Cheryl assured me that the developer "will be required to mail notices to all property owners that are within 1,000 feet of the boundary of the property" (I have a record of this email from Cheryl in writing).

What I am now hearing is that the required buffer of 1,000 feet was yet again reduced, meaning that no homeowners in my HOA received the notice. My understanding is that 1,000 feet is a *code* ***requirement.*** Will you please explain to me where it says in the code that this standard public notice distance can be reduced? At my job in Broomfield, we take Public Notice requirements VERY seriously, and I find this decision to be extremely suspect.

This also goes against what I was promised when I reached out to Planning last year. I am extremely disappointed, again as a fellow planner, that I have been excluded from participating in what should have been a *community* process despite repeated attempts to get involved. I hope you understand that, as planners, we talk to our friends and colleagues, and this entire experience has left me with a very negative impression of Arvada planning.

I'm glad that I have been paying such close attention to this process, because I do have some thoughts to share with the Planning Commission regarding how this process has played out. I do not think that staff or the applicant has provided adequate explanation for these major modifications to be approved, and it was not appropriate (and possibly a violation of the municipal code) to reduce the notice radius for this meeting below the 1,000 feet required by code.

I plan to share my additional thoughts with the Planning Commission in the coming days.

Thank you,
Ted Harberg

Hi Lisa,

I apologize for all the emails today as this project begins to come to a close - I simply do not know where else to turn and I feel that Rob and his staff have been excessively dismissive of my feedback throughout this entire process.

I would point out that, while Rob says "We are open to comments at any point during the process," my very first attempt to provide comments in June of last year was met with the response "The current proposal meets this criteria and the Director has agreed to support the design."

I would ask again - what is the point of being open to comments if staff has no intention of actually using these public comments in their feedback to the applicant?

Thanks,
-Ted

Thank you Jessica,

I appreciate your response, and I can understand that we cannot always be responsible for the decisions of our predecessors. It is difficult to keep track of who is in charge, but I did try *desperately* to communicate my thoughts with Planning early last year to no avail. I hope that you understand that, in circumstances like these, I do know that my city council members and city management are another place I can turn (Lisa also happens to be a personal acquaintance of mine).

I will come to the public hearing, however as a planner, I am quite disappointed that this is my only realy outlet for feedback. As I am sure we both know, at this late stage in a project, Planning Commission really only has the authority to approve or deny the application as it stands, and the time to affect positive change in the design would have been around the time of a pre application meeting. It is disappointing to have to speak against a project that I would have liked to support in a different form.

In my position, I regularly ask applicants to update their designs, and this is usually (not always) met with a receptive response. This is why I tried so hard last spring to get my comments to planning, despite having been left out of the neighborhood meeting, which is where these comments really would have been most effective. I would like to point out that, in Broomfield, ALL projects that require a public process must solicit feedback on the BroomfieldVoice platform for at least 1 month. Having grown up in Boulder, where there is a very robust public outreach process, I feel that allowing the broader community to comment on a project this high profile should be the bare minimum. And if the comments collected are supported by professional planning practice, they should be incorporated into staff's feedback to the applicant.

Best,
-Ted Harberg, AICP

CITY OF ARVADA

SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
MAY 21, 2024

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

1. CALLED MEETING TO ORDER– By Michael P. Griffith at 6:29 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Those present: Michael P. Griffith, Andrew Gay, Tim Knapp, Brandon Figliolino, Tom Aljinovich, Doug Magee, Steve Hannan

THOSE ABSENT

None

ALSO PRESENT: Jessica Garner, Director of Community and Economic Development; Rob Smetana, City Planning Manager; Emily Grogg, Sr. Ass't. City Attorney (via zoom); Josie Suk, Development Systems and Administrative Manager;Claudia Vaughn, City Engineer; Dixielee Rodriguez, Recording Secretary.

4. APPROVAL OF MINUTES

May 7, 2024. The minutes stand approved as printed.

5. GENERAL BUSINESS

None

6. REPORTS

None

7. PUBLIC COMMENT

There was no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

8.A. DA2023-0045 Two (2) Major Modifications for Texas Roadhouse, 1.25 acre parcel of land generally located at 5550 Wadsworth Blvd.

Mr. Griffith swore in all guests that will be speaking.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Smetana stated the posting notice is in order, publication notice, mailing notice and public comments were received.

Mr. Griffith asked are there any additions or corrections to the Staff Report?

Mr. Smetana stated yes page 2 the zoning and land states zoned open space should say mixed use transit, and the acreage of the subject property is 1.16 acres, not .6 acres.

Mr. Griffith asked if there are any additional items that have been received to be made on the record?

Mr. Smetana stated yes we received one public comment. and 2nd public comment was received after the cut off but that gentleman is online via zoom.

Mr. Griffith stated the following items have been submitted and will be made a part of the permanent record, publication notice, posting notice, mailing notice and affidavit and public comments.

Mr. Griffith asked Mr. Smetana to introduce the project.

Mr. Smetana introduced the project. Texas Roadhouse is asking for Two (2) Major Modifications to the LDC. Modifications relate to building height and number of stories and transparency requirements facing public streets.The Applicant will give a more detailed presentation.

Applicant - Marissa Kolman with Greenberg Farrow- Representing Texas Roadhouse. 8600 W Bryn Mawr Ave. Ste 800N,Chicago, IL. 60631. Texas Roadhouse exists east of where they want to move to, which is the opposite side of the parking lot. Two Major Modifications are requested. The first modification deals with height and number of usable floors. The total building height exceeds the minimum 25 feet. The exterior appears as a 2-story building, with towers above the 15' roofline. The top of Flagpole is 40 feet.

The Second Modification is a reduction in transparency. The south elevation will have 40.05% total transparency, and the west elevation will be 11.31% transparent. The design of the metal awnings will prohibit the window height to only 9 feet. Three windows to the left of the metal door on the west side are faux windows, these are located in the back of house operations area. An interior art mural requires 10 foot width of space along this elevation.

Booths adjacent to the walls are raised 10 inches above the finished floor. This prohibits windows from expanding down towards the floor. The typical Texas Roadhouse layout is conflicting with transparent window options. The applicant believes they are meeting the intent of the Pedestrian Priority Zone by faux windows being added to help overall glazing be 30 percent.

The location of the building in proximity to the Wadsworth public right-of-way will feature an urban park that will wrap around both the south and west elevations. The outdoor dining area is being added, which is the first of its kind for this restaurant. The Landlord (Harkins) has made it clear they do not want the dumpster location flipped because they could view the dumpster area.

PUBLIC COMMENT

The public hearing was opened.

Mr. Griffith opened the hearing for comments from the public.

IN FAVOR

N/A

IN OPPOSITION

Ted Harberg - 5475 Water Tower Promenade, Arvada. He is against this proposal and feels it turns its back on the town's main street and presents its trash enclosure to the Olde Town Hub. He feels the people that live in the area of this project should not have to look at this. He hopes the city and neighbors can be partners in advising the goals of the New Town Sub-area plan. The pedestrian priority street in the code seems very clear, to promote the continuation of the charming main street. North of the main street and where shops line the streets, to be inviting to pedestrians. This should continue down the hill south of the Tracks. He asked the Commission to deny this project.

Alex Pray- 6330 Reed St. Arvada. He believes that the proposed project does not meet the pedestrian priority. Visitors from Olde town would have to walk an additional 100 yards with current design. He does not believe they meet the goal to prioritize the pedestrian experience. He feels approving this project does not meet the current sub area plan vision and Land Development Code requirements. The criteria for the modifications including criteria 1 contradicts pedestrian priority and criteria 2 is not met. Increased massing doesn't increase usable space. He feels this does not align with the vision, feels the city is bending the design standards.

APPLICANT REBUTTAL

Ms. Kolman - They feel they have worked with staff on these items and understood the code. Given the operation of a sit down restaurant, some of these items are not achievable. Just ask that the commission considers their proposal.

Mr. Griffith closed public comment.

Mr. Griffith states we are making it clear, what they are evaluating are the modifications only.

QUESTIONS FROM THE COMMISSION

Mr. Hannan asked staff why we came up with the 2 story requirement in new town planning?

Mr. Smetana stated it came out of the Land Development Code update in 2020 to create a more urban environment along pedestrian streets.

Mr. Hannan asked about the requirement for windows, why did we think that met the requirement for visibility. Western side proposal has a very large dumpster area and back of house operations. Why do we think this met the requirement for visibility?

Mr. Smetana stated it was not part of the transparency piece, it was that the outdoor dining would be a great amenity.

Mr. Hannan asked if he was coming down Olde Wadsworth will he be looking at dumpsters?

Mr. Smetana stated access to the dumpsters is blocked by a wall, and asked the applicant to give the dimension on the wall height. You will see a wall that mimics the building.

Ms. Kolman stated the height of the wall is 9 feet and mimics the building and it is fully landscaped with an additional screening from all angles. Additional screening the landlord required will help the view.

Mr. Hannan asked about the entrance on the east and outdoor dining on the west asked if they thought about flipping the entrance?

Ms. Kolman stated flipping the orientation would cause a domino effect. The problem is how the dumpster is configured and flipping it would have the dumpster viewable.

Mr. Griffith asked if he could walk off of Olde Wadsworth through the outdoor dining area, into the restaurant?

Ms. Kolman stated that you could walk through the dining area where there is a gate and would have to walk into the restaurant to the hostess area. This is not really a public entrance more for emergency exit.

Mr. Griffith asked about the direct access from the street?

Mr. Smetana stated that both Wads and 55th are Pedestrian Priority street access. Access from 55th meets the requirement of pedestrian priority access.

Mr. Griffith asked if staff or applicant could tell the commission what the discussion was about the entrance design process.

Mr. Smetana stated the entrance does meet the code. Big difference from this site is that the building comes up to 55th where the existing location has 360 degree parking around the building.

Mr. Figliolino asked about the wheel chair accessible booths/tables.Are those tables not raised?

Ms. Kolman stated that she is not sure, does not know off the top of her head.

Mr Figliolino stated if there are some tables/booths not raised why couldn't the windows be larger to meet the requirement?

Ms. Kolman stated she didn't know off the top of her head.

Mr. Figliolino asked about the application that came last year about the 2nd story being denied with the 2nd story faux and why not deny this project?

Mr. Smetana stated there were a number of things the city could not support. Based on the number of Major Modifications requested, staff determined to not support that project in whole.

Mr. Gay asked if this is the first time this project has been brought up to the Planning Commission? The rest of the items for this project have been Administrative?

Mr. Smetana stated that these are the only two elements (two Major Modifications) that don't meet code.

Mr. Gay asked why not use false windows along the huge blank dumpster wall?

Ms. Kolman stated they can look into it. Not sure if it is possible.

Mr. Knapp asked about the left elevation (west) and site plan. What is the distance of this wall?

Ms. Kolman stated 25 feet to 30 feet total length of the building is 85 to 90 feet long.

Mr. Knapp asked staff to go to page 5 of the staff report. Where is the door in this picture?

Ms. Kolman stated where the mouse is pointing to at that time and the dumpster area is cut off in this picture. The dashed line shows this.

Mr. Knapp asked to show him where the 25 to 30 foot wall is?

Mr. Smetana showed him on the screen.

Mr. Knapp asked Mr. Smetana about the 50 feet from the right of way (off 55th)? Is this from the double door?

Mr. Smetana stated the correct 50 feet from Right of Way to the door.

Mr. Knapp asked about the height requirement with respect to the code, what was behind the intent of having the 50% transparency windows?

Mr. Smetana stated to have an interactive facade with views into the building to see what is happening inside the building.

Mr. Knapp stated that we are not achieving that with the fake windows and percentages of the windows?

Mr. Smetana stated that is correct but with the outdoor dining area this would be achieved.

Mr. Knapp stated that maybe in the summer but not in the middle of the winter, outdoor dining would not be used so this would not be met.

Mr. Smetana said there are things to make it a year round space that could be used such as heaters and winter screening.

Ms. Kolman stated that yes there will be heaters and possible temporary cover like plastic cover with windows.

Mr. Knapp asked if the trees on the west side are Deciduous or Evergreen?

Ms. Kolman stated that yes they are Deciduous.

Mr. Knapp asked did the discussion come up about the windows and transparency? What alternatives were looked at to get to the 50%?

Ms. Kolman stated they had several discussions on these modifications, and can definitely take another look at recommendations.

Mr. Knapp stated that when you come down the hill from Olde Town there is quite a bit of loss in elevation. Has the applicant looked down from the railroad tracks south of Olde Town? Was it brought to the applicant's attention?

Ms. Kolman stated no that was not brought to their attention.

Mr. Magee asked how long has Texas Roadhouse been at their current location?

Ms. Kolman stated she was not sure but knows that Texas Roadhouse normal leases are 10 to 20 years.

Mr. Magee asked if they were going to lease the area and build the building. Or do they lease the building too?

Ms. Kolman stated they lease the land and own the building.

Mr. Magee asked is there a sidewalk on the north side of the building? Suggested that there should be sidewalks on all sides of the building.

Ms. Kolman stated that this is sidewalk along north and south with no connection to the East and West sides.

Mr. Magee asked about the door on the South elevation? Just the main entrance on the East?

Mr. Smetana stated that there is no door on the South elevation. Yes, the entrance is on the East.

Mr. Magee asked about the small Urban park? Will there be signage that there is public access?

Mr. Smetana stated per the code it has to be open to the public for reasonable hours. Yes, there will be signage.

Mr. Magee asked about the old vacant Ruby Tuesday and if this one moves then we will have another vacant restaurant building. Just a concern he has possibly having two vacant buildings not far from one another.

Mr. Aljinovich asked if this is located on private property and these are the only 2 modifications needed?

Mr. Smetana stated yes, this is correct.

Mr. Gay suggested that if the project complies with the Comp Plan just say that in the staff report under the section discussing criteria.

MOTION: 8.A.

It was moved by Mr. Knapp that a Major Modification from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable doors for the building generally located at 5550 Wadsworth Blvd, in the City of Arvada, CO., be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 5 & 6 (corrected staff report pages 4 & 5) of the staff report.

DISCUSSION OF MOTION

Mr. Griffith stated we are looking at the height but also looking at comparison. The things that are different and jump off the page. He wants to put transparency to his thoughts and feels this is pedestrian friendly compared to the existing site of Texas Roadhouse. The false height is acceptable modification and voting in favor of this modification.

Mr. Figliolino will be voting no based on criterias 1 and 3 are not being met. That it does not comply with the Comprehensive Plan or Sub Area Plan. His fear is if we allow one restaurant a single story, we will allow another and another.

Mr. Knapp stated looking at the motion for the height. Giving the appearance of the height we are looking for. The facade is another issue. He has no objection and will vote in favor of this modification.

Mr. Hannan stated he will be voting against this modification. Public told us just a year ago what they wanted and this does not meet criterias 1, 2 or 3.

Those voting Yes: Griffith, Knapp, Aljinovich, Magee, Gay,
Those voting No: Figliolino, Hannan
Those absent: None
The motion carried: 5 Yes - 2 No

MOTION: 8.B.

It was moved by Mr. Knapp that DA2023-0045, a Major Modification from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd, in the City of Arvada, CO., be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 5 & 6 (corrected pages 4 & 5) of the staff report.

DISCUSSION OF MOTION

Mr. Griffith stated year round use of the outdoor dining area, we are not counting on it. Just counting the windows. Year round seating area is important. For the applicant recommendation for year round use of the space. He will be supporting this motion.

Mr. Knapp stated about the outdoor seating area and trees. Entrance to be turned around, he is not satisfied with the 50% transparency being met. Needs to be attractive to the people viewing it. He will not be voting for this motion and it does not meet criterias 1, 2 or 3. suggest the applicant come back with a different design: the facade and coming down the hill the trash enclosure will be seen.

Mr. Gay stated looking at response number 2 of approval criteria, the 11% is not close enough to 50%. Creative but not creative enough too far away from the standard. He will be voting no on this modification.

Mr. Figliolino will be voting no on this motion based on criterias 1, 2 and 3 not being met.

Those voting Yes: Griffith, Aljinovich, Magee,
Those voting No: Hannan, Figliolino, Knapp, Gay
Those absent: None
The motion Does Not carry: 3 Yes - 4 No

Mr. Smetana stated this project is tentatively scheduled for City Council on July 15th.

Mr. Knapp asked if the applicant made changes to the 2nd modification would it go back to the Planning Commission?

Mr. Smetana stated if there were significant changes then it would be appropriate to come back to the Planning Commission.

8. **OTHER ITEMS**

Mr. Smetana stated that there is nothing on the next Agenda for the next Planning Commission meeting on June 4th, and to get a motion to have the meeting canceled. June 18th is the next meeting with the election of Officers.

Motion to cancel June 4th meeting carried: 7-0

9. **ADJOURNED** at 7:52 P.M.

Michael P. Griffith, Chair

Tim Knapp, Secretary

Dixielee Rodriguez, Recording Secretary

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.A.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd.

Report in Brief

Greenberg Farrow, representing Texas Roadhouse, is requesting approval of Major Modifications for a new restaurant to be located at the northeast corner of Wadsworth Boulevard and 55th Avenue.

The project is to be located on an approximately 1.16-acre site that will be created as part of a Minor Subdivision of the lot from the Harkins Theater site. The project will include the construction of a one-story, 9,214 square foot restaurant building, a required small urban park and slight revisions to adjacent parking areas.

The Arvada Team recommends that City Council approves a Major Modification from Subsection 5-1-3-1.B.2 of the Land Development Code related to building height and number of usable floors for Texas Roadhouse, generally located at 5550 Wadsworth Blvd.

Financial Impact

N/A

Background

The subject property is located approximately 5550 Wadsworth Boulevard and is currently used for parking associated with the Harkins Theater.

The proposed building does not meet the minimum height requirement of 25 feet and does not have at least two usable floors. However, the building mechanical screen has a height of approximately 22 feet and the tower elements have a height of almost 29 feet. The applicant believes that height meets the intent of the requirements and that many existing retail/restaurant buildings in the vicinity of the site are also single-story and approximately the same height as the proposed building.

Discussion

Div. 8-3-11 Major Modification Approval Criteria	**Finding**	**Rationale**
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The requested modifications do not conflict with the Comprehensive Plan. The proposed mitigation and building design elements to be provided as part of the project comply with the intent of the zoning district in which the project is located.

2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The applicant has proposed a creative design to mitigate the two modifications that have been requested. The building height has been increased to provide a mass that reflects the LDC regulations. Additionally, the large outdoor dining area and the small urban park on the west side of the building will provide street activation that is not required by the LDC.
3. The requested modification will not result in incompatible development.	Complies	The proposed building meets all of the other building and site design criteria associated with the zoning district and pedestrian priority street regulations and is therefore compatible with the intent of the LDC.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The building will not impact health, safety, or general welfare.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	No adverse impacts have been identified with the proposed development.

Public Contact

A neighborhood meeting regarding the modifications was held on February 15, 2023. No members of the public or adjacent property owners attended the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On May 21, 2024, the Planning Commission voted 5 to 2 to recommend approval of the Major Modification.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

Based on the mitigation provided, the building design elements proposed as part of the project, and the justification of a single-story building as being consistent with the surrounding area, staff supports the proposed Major Modification.

Suggested Motion:

I move that a Major Modification from the Land Development Code subsection 5-1-3-1.B.2, that requires buildings adjacent to a Pedestrian Priority Street to have a minimum height of 25 feet and have at least two usable floors, for the building generally located at 5550 Wadsworth Blvd, in the City of Arvada, CO., be (approved)(rejected).

This motion is based on the findings of fact adopted by the Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Kevin Luy, Records Management Coordinator

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	6/26/2024
Josie Suk, Development Systems and Administrative Manager	6/27/2024
Jessica Garner, Director of Community and Economic Development	6/27/2024
Gail Walker, Legal Specialist-Contracts	6/28/2024
Emily Grogg, Senior Assistant City Attorney	6/28/2024
Rachel Morris, City Attorney	6/30/2024
Linda Haley, Deputy City Manager	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.A.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: A Major Modification for Texas Roadhouse from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd.

Report in Brief

Greenberg Farrow, representing Texas Roadhouse, is requesting approval of Major Modifications for a new restaurant to be located at the northeast corner of Wadsworth Boulevard and 55th Avenue.

The project is to be located on an approximately 1.16-acre site that will be created as part of a Minor Subdivision of the lot from the Harkins Theater site. The project will include the construction of a one-story, 9,214 square foot restaurant building, a required small urban park and slight revisions to adjacent parking areas.

The Arvada Team recommends that City Council approves a Major Modification from Subsection 5-1-3-1.B.6 of the Land Development Code related to windows and doors on street-facing facades for Texas Roadhouse, generally located at 5550 Wadsworth Blvd.

Financial Impact

N/A

Background

The subject property is located approximately 5550 Wadsworth Boulevard and is currently used for parking associated with the Harkins Theater.

The proposed west façade of the building does not meet the required percentage of windows and/or doors of 50 percent of the area between two and 10.5 feet above grade. Only 11.31 percent of the façade contains transparent windows and doors. However, the façade does contain a number of spandrel glass (non-transparent) windows. Additionally, a large outdoor dining area has been located along the street facing side of the building to provide activation along the Wadsworth Boulevard. A large percentage of the required small urban park is also along the Wadsworth street frontage.

Following the Planning Commission recommendation of denial, the applicant revised the building west elevation with the following additional elements:

- A decorative brick feature has been added to the trash enclosure screen wall to add more visual interest to the wall along Wadsworth Blvd.
- A roof element has been added over the dumpsters to assist with screening of the enclosure from the higher elevation north of the site.
- The landscaping has been revised to include plant materials with year-round color.

Discussion

Div. 8-3-11 Major Modification Approval Criteria	Finding	Rationale
1. The requested modification is consistent with the Comprehensive Plan and the stated purpose of the applicable zoning district.	Complies	The requested modifications do not conflict with the Comprehensive Plan. The proposed mitigation and building design elements to be provided as part of the project comply with the intent of the zoning district in which the project is located.
2. The requested modification addresses a unique situation or incorporates creative site design.	Complies	The applicant has proposed a creative design to mitigate the two modifications that have been requested. The building height has been increased to provide a mass that reflects the LDC regulations. Additionally, the large outdoor dining area and the small urban park on the west side of the building will provide street activation that is not required by the LDC.
3. The requested modification will not result in incompatible development.	Complies	The proposed building meets all of the other building and site design criteria associated with the zoning district and pedestrian priority street regulations and is therefore compatible with the intent of the LDC.
4. The requested modification will have no significant adverse impact on the health, safety or general welfare of surrounding property owners or the general public.	Complies	The building will not impact health, safety, or general welfare.
5. Any adverse impacts resulting from the modification will be mitigated to the extent reasonably feasible.	Complies	No adverse impacts have been identified with the proposed development.

Public Contact

A neighborhood meeting regarding the modifications was held on February 15, 2023. No members of the public or adjacent property owners attended the meeting.

Written notice was sent 15 days prior to the meeting, a published notice was posted in the newspaper 15 days prior to the meeting, and a public hearing sign was posted 15 days prior to the meeting.

Commission Recommendation

On May 21, 2024, the Planning Commission voted 4 to 3 to recommend denial of the Major Modification.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

Based on the mitigation provided and the revised building design elements proposed as part of the project, staff supports the proposed Major Modification.

Suggested Motion:

I move that a Major Modification from the Land Development Code subsection 5-1-3-1.B.6, that requires transparent windows and/or doors on a minimum of 50 percent of the wall area between two and 10.5 feet above grade on facades facing a street, for the building generally located at 5550 Wadsworth Blvd, in the City of Arvada, CO., be (approved)(denied).

This motion is based on the findings of fact in the Staff Report (if approved).

This motion is based on the findings of fact adopted by the Planning Commission (if denied).

Prepared by:
Kevin Luy, Records Management Coordinator

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	7/1/2024
Josie Suk, Development Systems and Administrative Manager	7/1/2024
Emily Grogg, Senior Assistant City Attorney	7/1/2024
Jessica Garner, Director of Community and Economic Development	7/1/2024
Rachel Morris, City Attorney	7/2/2024
Linda Haley, Deputy City Manager	7/2/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 10.B.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: N/W Jeffco Library request for a Major Comprehensive Plan Amendment and Rezoning for a 9.4 acre parcel approximately located at Candelas Parkway and W 92nd Drive (Presenter: Rob Smetana, Manager of City Planning and Development)

Report in Brief

The N/W Jeffco Library is requesting a Major Comprehensive Plan Amendment and Rezoning for a 9.4-acre parcel located near Candelas Parkway and W 92nd Drive. Detailed information about the project can be found in the sub-items as well as the recommended motion for each item. All project review attachments are included in this item.

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	7/1/2024
Rob Smetana, Planning Manager	7/2/2024
Jessica Garner, Director of Community and Economic Development	7/2/2024
Gail Walker, Legal Specialist-Contracts	7/2/2024
Emily Grogg, Senior Assistant City Attorney	7/2/2024
Rachel Morris, City Attorney	7/2/2024
Linda Haley, Deputy City Manager	7/2/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Northwest Jeffco Library
Comprehensive Plan Amendment & Rezoning
DA2024-0018

NATURE OF REQUEST

Jefferson County Public Library is requesting approval of a Rezoning for all of Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the Rezoning request is to CG (Commercial, General). Concurrently, a Comprehensive Plan Amendment from Mixed Use to Neighborhood and Community Commercial/Office is requested in order to appropriately align with the requested zoning.

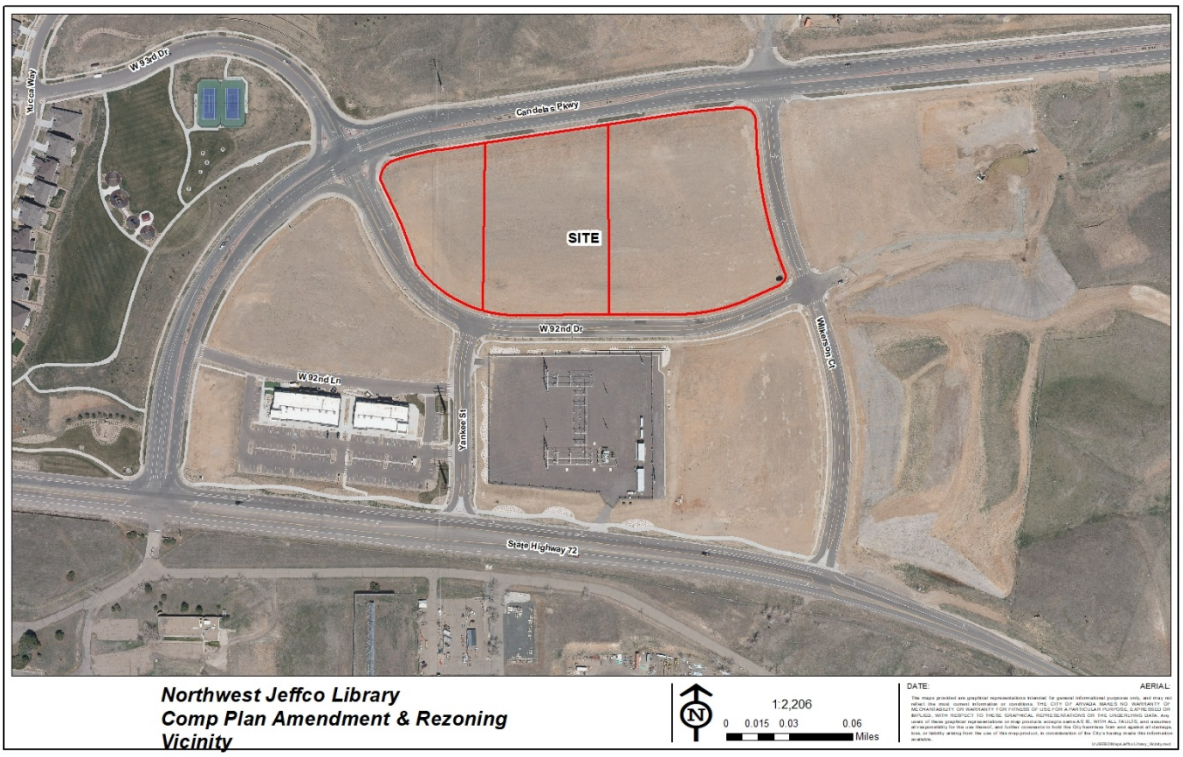
Jeffco Library desires to construct an approximately 30,000 square foot public library to serve northwest Arvada and surrounding areas that have added substantial residential population over the last two decades. If the Comprehensive Plan Amendment and rezoning are approved, a Site Plan and Minor Subdivision application will later be reviewed administratively.

MAJOR MODIFICATIONS REQUESTED

The Applicant is not requesting major modifications to the Arvada Land Development Code (LDC) standards as part of this project.

LOCATION AND HISTORY

The subject property is approximately 9.4 acres in size and is located on the southside of Candelas Parkway between Wilkerson Court and West 92nd Drive. The property was annexed into the City in 1991 with the Jefferson Center No. 5 Annexation. The property was originally platted in 2005 with the Vauxmont Minor Subdivision and further subdivided in 2018 with the Candelas Commercial Filing No. 2 subdivision.



NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 28, 2024. The applicant, staff, and three neighbors were in attendance.

Questions asked primarily related to anticipated future development, traffic, and pedestrian safety.

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will

provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

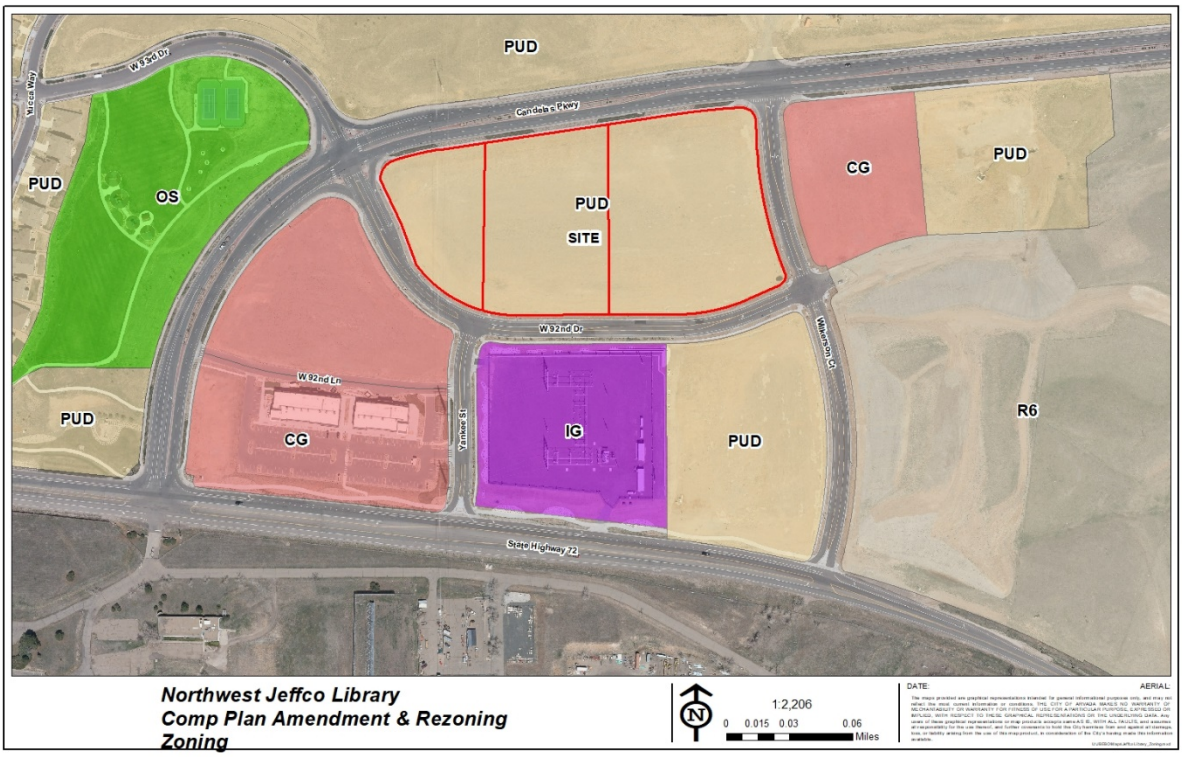
DEVELOPMENT REVIEW TIMELINE

Review of the application began on March 11th, 2024. Two reviews we required prior to proceeding with public hearings.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE



The subject property is currently zoned PUD (Planned Unit Development) and the applicant is requesting a rezone to CG (Commercial, General).

Surrounding properties are zoned and utilized as follows:

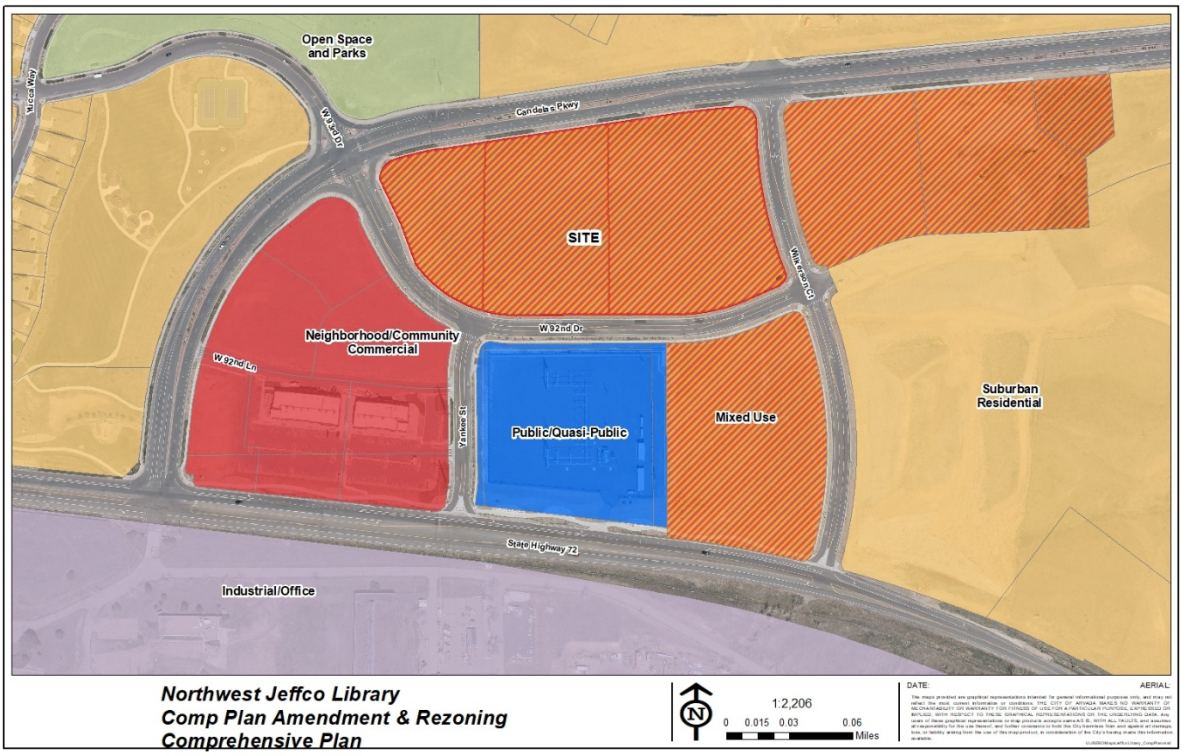
Direction	Zoning	Actual Use
North (across Candelas Parkway)	PUD	Open Space and Single-Family Residential
South (across W.92nd Drive)	CG ID (Industrial, General) PUD	Various Commercial Uses Xcel Site Undeveloped Lot
East (across Wilkerson Court)	CG	Fire Station
West (across Candelas Parkway)	OS (Parks and Open Space)	Park

The applicant proposes to rezone the subject site to CG which is intended “to accommodate a wide variety of general retail and service uses, as well as professional and business offices serving both neighborhood and area-wide needs. This zoning district is typically situated along arterial streets, or where other appropriate high-volume vehicular access is available.” The CG zone district generally reflects a commercial/office/retail only environment with no residential uses allowed.

If approved, the rezoning would allow all future users (including the library) to develop or redevelop their site utilizing an administrative entitlement process provided that their development application meets or exceeds all of the applicable standards and regulations in the CG zone district. Allowed uses include but are not limited to: public lands and buildings, brew pubs and distilleries, all types of recreation, restaurants including fast-food, theatres, retail sales and services, general or professional offices, medical offices, day care centers, and light motor vehicle service and repair.

PROJECT ANALYSIS

Compliance with the Comprehensive Plan



A Comprehensive Plan Amendment from Mixed Use to Neighborhood and Community Commercial/Office is being proposed. The current designation of Mixed Use is intended to support a mix of uses which includes both commercial and residential uses. At this time, residential uses cannot be allowed for these properties as the Jefferson Center Metropolitan District No. 1 (JCMD) does not have enough water allocated to support any new residential development at the site.

Staff has determined that at this time, given the constrains, it is best to mimic the land-use designation and zoning that is adjacent to the site across W. 92nd Drive and designate the site for commercial uses and commercial zoning. Staff also determined that the development standards for the CG zone district are better to support the overall vision for the library and to serve the public compared to the standards in the MX-S (Mixed Use – Suburban) zone district, which would be the other zoning option for the property. The Comprehensive Plan contains

several goals and policies that direct the City to partner with educational service providers to in order to expand educational opportunities across the City. Staff determined that the Comprehensive Plan Amendment and Rezoning will help Jeffco Library be successful in the future development of a new library.

The project complies with the following goals and policies within the Comprehensive Plan:

> POLICY L-5.1: Targeted Redevelopment Areas
> The City will continue to plan for and promote redevelopment in targeted redevelopment areas (see Figure 2-6. Redevelopment Areas) Targeted redevelopment areas include: Northwest Arvada

GOAL ED-3: Plan for well-located, high-quality commercial developments.

> POLICY ED-3.1: Commercial Development in “Centers”
> The City will plan for a hierarchy of commercial development at major intersections to serve the future needs of the community, including neighborhood and regional commercial centers. The City should discourage strip commercial development along arterial roadways where inappropriate.
>
> POLICY ED-3.2: Neighborhood and Community Commercial Centers
> The City will plan for neighborhood commercial developments that are compatible with and designed to serve nearby residential areas. These retail developments often contain an anchor such as a grocery store anchor and other service retail shops. New retail development adjacent to neighborhoods should provide direct pedestrian connections, transitional setbacks, and landscape buffers.

GOAL ED-4: Redevelop and revitalize existing commercial and industrial areas.
> POLICY ED-4.1: Promote Redevelopment of Underutilized Commercial Areas

GOAL E-1: Provide educational opportunities for Arvada residents.
> POLICY E-1.1: Distribute Educational Facilities
> The City will encourage the provision of well-distributed educational facilities throughout Arvada such as neighborhood schools, community libraries, higher education and adult education facilities, and community service centers.
>
> POLICY E-1.2: Educational Partners
> Arvada will coordinate with partners (including Red Rocks, Community College, Jefferson County School District, private schools colleges, and businesses) to plan educational facilities that are distributed and that provide opportunities, for life-long learning.

The Rezoning to CG is consistent with the Neighborhood and Community Commercial/Office designation of the Comprehensive Plan and is the zone district designed to implement the intent of the map designation. The Rezoning and Comprehensive Plan Amendment will allow the public library to locate on the site and develop in accordance with the LDC.

Setbacks
The CG zone district requires that non-residential buildings be set back 20 feet from a front or street-side property line. This site has four street frontages; all considered fronts. Setbacks will be reviewed as part of any Site Plan application.

Building Height
The maximum building height allowed in this CG zoning district is 45 feet. Building height will be reviewed as part of any Site Plan application.

Open Space
The CG zoning district requires a minimum of 20 percent of the site be landscape surface area. Compliance with the landscaped surface area will be reviewed as part of any Site Plan.

In the CG zone district only five percent of the site may be used for outdoor storage.

Landscaping, Buffering and Fencing
Landscaping for individual pad sites will be required to comply with the standards and regulations within LDC 4-6 and any others that may apply. A landscape plan will be required to be submitted with any Site Plan application.

Building Design
All buildings constructed on the future lots will be required to adhere to Chapter 5 (Building Design) of the LDC. Design will be reviewed with any future Site Plan application.

Jeffco Library is proposing to construct a single-story building to be used as a public library.

Circulation and Connectivity
Two points of vehicular access will be proposed from West 92nd Drive. No access from Candelas Parkway is proposed. New detached sidewalks and tree lawns will be constructed where missing along W. 92nd Drive and Wilkerson Court. Pedestrian walks across the site to public rights-of-way will be constructed to provide access to the building as well as to various outdoor gathering and recreation spots on the site.

Grading and Drainage
All existing grades are generally flat. A detailed grading and drainage plan will be required to be submitted with a Site Plan application.

Parking and Loading
Off-street parking and loading requirements will be determined with any Site Plan application. The LDC allows all public uses to establish their own minimum parking requirements as needed.

Utility Services
Water and sanitary sewer service is provided by JCMD and they have the capacity to service the site.

Police and Fire Protection
The proposal has been reviewed by the Arvada Fire and Protection District and is supportive of the proposal. The property is served by Arvada Police.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	The existing Comprehensive Plan designation of Mixed Use does not align with the current realities of water availability for this site and as such, an amendment to Neighborhood and Community Commercial/Office is necessary. This designation matches properties to the southwest of the site and to the east. And will support future commercial land uses.
2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	As detailed in the *Compliance with the Comprehensive Plan* section of the staff report and criterion one above, the amendment is consistent with numerous goals and policies and the surrounding area.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.
5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment does not pertain to an area outside of the City's municipal boundaries.

6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	Strict adherence to the Comprehensive Plan designation of Mixed Use has the potential to result in a future land use that is less compatible with the commercial uses in the area.
7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	As stated in the *Compliance with the Comprehensive Plan* section above, amending the Comprehensive Plan to allow for development of this previously undeveloped property is consistent with a variety of goals and policies.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to CG is consistent with the Comprehensive Plan, if amended, and the Neighborhood and Community Commercial/Office designation on the Future Land Use map.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a public library is consistent with the CG zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed a site plan application.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land use will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning is consistent with the character of existing development. Lots 2-4, Block 1 Candelas Commercial Filing No 2 and all of Candelas Commercial Filing No. 2, Amendment 1 located to the southwest south are zoned CG. And the intended character of this site will be similar.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Comprehensive Plan Amendment and Rezoning.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

Neighborhood Meeting Summary

Facilities
10200 W. 20th Ave.
Lakewood, CO 80215
303.235.5275
jeffcolibrary.org

Jefferson County
PUBLIC LIBRARY

March 5, 2024

TO: City of Arvada
Attn: Community and Economic Development
Ralston Road
Arvada, CO 80002

FROM: Steve Chestnut
Director of Facilities and Construction
Jefferson County Public Library
10200 W. 20th Ave.
Lakewood, CO 80215

SUBJECT: DOCUMENTATION OF NEIGHBORHOOD MEETING FOR PROJECT # PA2023-0120

Dear Sirs,

This letter is to affirm and document the neighborhood meeting required as part of the re-zoning application for project #PA2023-0120.

The Notice of Neighborhood Meeting (attached) was sent to the list of residents and entities specified by the City of Arvada on February 6, 2024 and the notarized certification of mailing is also attached.

The meeting was held on February 28th 2024 at the Whisper Creek Community Room, located at 14360 W. 89th Drive, Arvada CO, 80005 @ 6:00 p.m. There were 3 attendees at the meeting. Two were local residents that lived within the 1500' perimeter and 1 was from the Jefferson Metro District.

The meeting consisted of a Fact Sheet (attached), open forum discussion and a PowerPoint slide presentation. It covered the following topics:

- A fact sheet contained:
  - Proposed size and use of property
  - Height restrictions
  - Proposed parking areas
  - Land use and potential public amenities.
  - How the project would be compatible with surrounding neighborhoods
- The PowerPoint and discussion contained:
  - background of the need for a new library.
  - The market analysis data that verified that need.
  - Why the specific site was selected.
  - An assessment of the existing amenities in the area an how the library could augment those amenities
  - A discussion of a study of anticipated traffic impacts that a library might bring to the area.
  - Next steps in the process for the project

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jeffcolibrary.org

Jefferson County
PUBLIC LIBRARY

- Conceptual drawing of the site plan
- Conceptual elevation drawings of the building vision

Topics identified by meeting attendees:

Question: Why three different buildings? Are they separate?

- Answer (Architect, Max McCloskey): They will be joined. There are three separate masses. Idea of view cubes. Take the square footage and block the wind. Amazing views shape the overall footprint.

Question: What's the timeline?

- Answer (Donna Walker): First, we need to rezone the property. Hoping that can happen in May.

- Shane with City of Arvada noted that this depends on the planning commission and city council. Standard is around 6 months, but it could be sooner. Once rezoning goes through, they'll review the site plan. Rezoning will have to go through city council, planning, etc.

Question: How do you determine what books go into the library?

- Answer (Julianne Rist): We look at trends for the area, and requests from the website. Opening day collection includes all new books for the library and the budget is $1.5 million dollars. We may add to the collection with some popular titles from other library locations if they are no longer in print.

Question: How do you handle the homelessness problem in the library?

- Answer (Padma Polepeddi): We have a community resources coordinator. They help demographics that come in with social needs. We connect the patron with community resources.

Attachments:

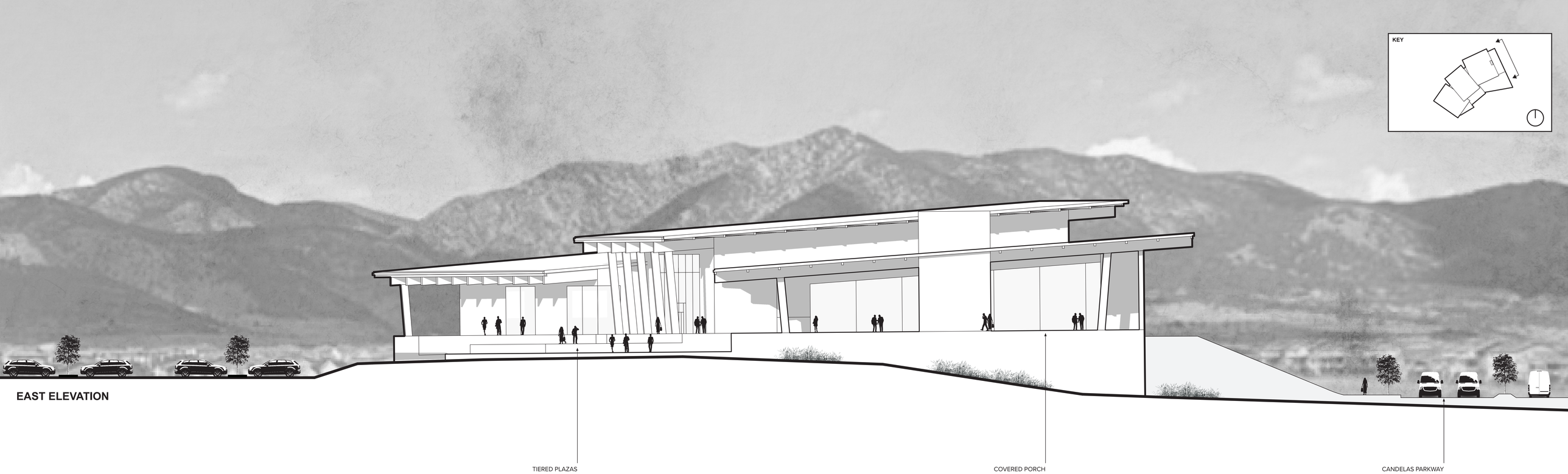
- Final Mailing list
- Mailing notice
- Mailing Affidavit
- Meeting sign in sheet
- Fact Sheet
- Meeting minutes
- Conceptual Drawings

***DESIGN IS CONCEPTUAL IN NATURE, AND SUBJECT TO CHANGE AS THE PROJECT EVOLVES.**

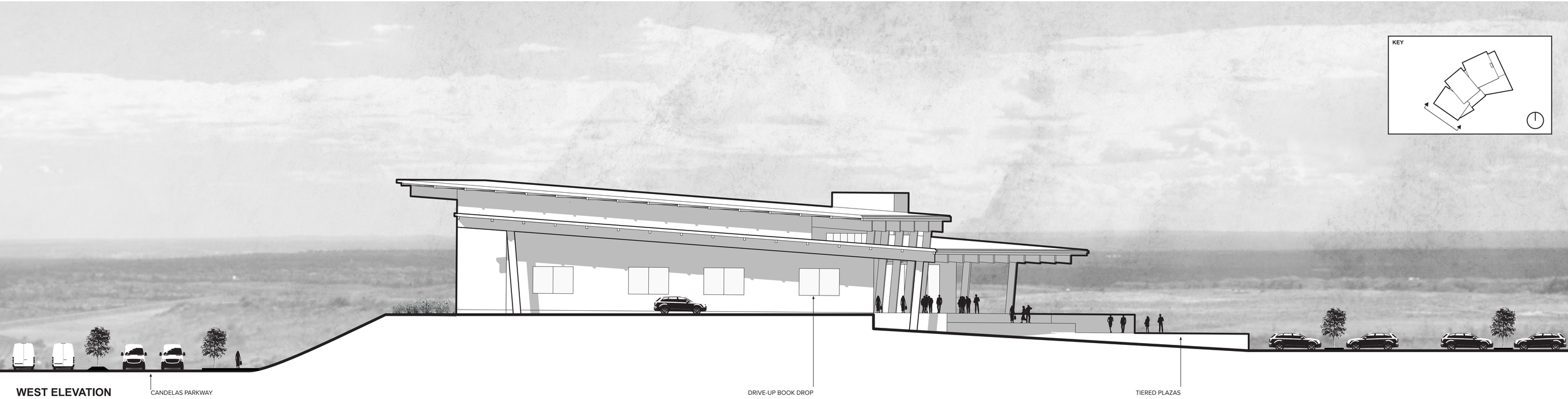
JEFFERSON COUNTY PUBLIC LIBRARY

CONCEPT REZONING PLAN

Jefferson County
PUBLIC LIBRARY



EAST ELEVATION



WEST ELEVATION

***DESIGN IS CONCEPTUAL IN NATURE, AND SUBJECT TO CHANGE AS THE PROJECT EVOLVES.**

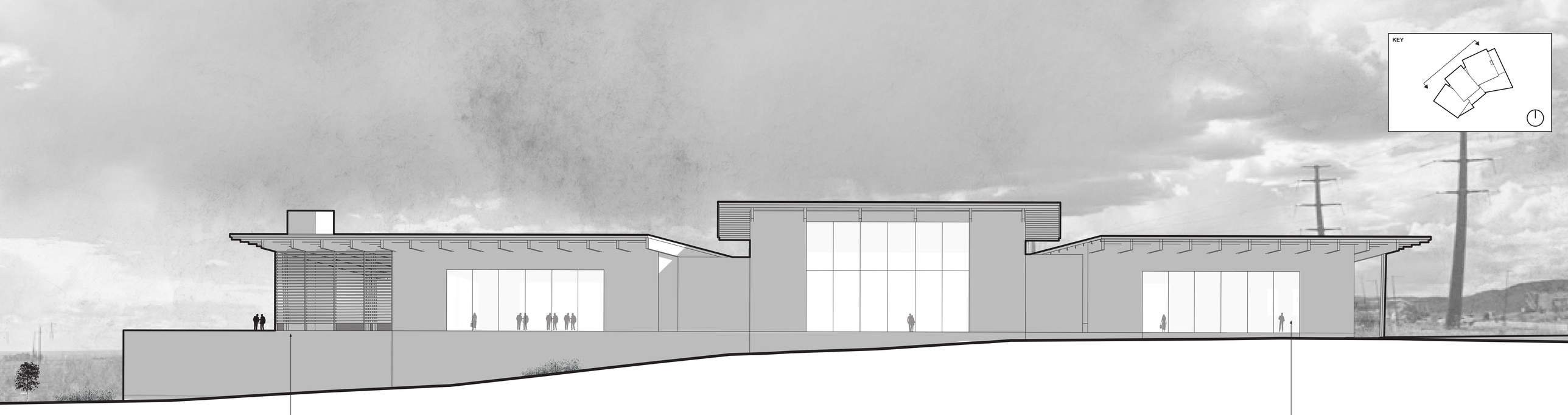
0' 2' 4' 6' 12' 36'

3/16" = 1'

JEFFERSON COUNTY PUBLIC LIBRARY

CONCEPT REZONING RENDERINGS

Jefferson County
PUBLIC LIBRARY



NORTH ELEVATION

COVERED PORCH WITH WIND SCREEN

WINDOWS ORIENTED TOWARD GEOGRAPHIC FEATURES

SOUTH ELEVATION

MAIN ENTRANCE

COVERED PORCH WITH WIND SCREEN

***DESIGN IS CONCEPTUAL IN NATURE, AND SUBJECT TO CHANGE AS THE PROJECT EVOLVES.**

0' 2' 4' 6' 12' 36'

3/16" = 1'

JEFFERSON COUNTY PUBLIC LIBRARY

CONCEPT REZONING RENDERINGS

Jefferson County PUBLIC LIBRARY

SYNOPSIS OF PLANNING COMMISSION ACTION ON N/W JEFFCO LIBRARY
JUNE 18, 2024

N/W Jeffco Library, a 9.4 – acre parcel of land approximately located at Candelas Parkway and W. 92nd Drive.

CP2024-0002 Major Comprehensive Plan Amendment for N/W Jeffco Library is approximately located at Candelas Parkway and W 92nd Drive.

An Ordinance Rezoning certain land within the City of Arvada, Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point, from PUD (Planned Unit Development) to CG (Commercial, General), and amending the official zoning maps of the City of Arvada, Colorado, approximately located on the south side of Candelas Parkway between Wilkerson Court and West 92nd Drive.

Mr. Griffith swore in all guests that will be speaking.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Bebo stated that publication in the newspaper was required and posting log and mailing affidavit for the noticing requirements were in order, no public comments were received.

Mr. Griffith asked are there any additions or corrections to the Staff Report?

Mr. Bebo stated no corrections to the Staff Report.

Mr. Griffith stated the following items have been submitted and will be made a part of the permanent record, publication notice, posting notice, mailing notice and affidavit.

Mr. Griffith asked Mr. Bebo to introduce the project.

Mr. Bebo introduced the project.

Applicant - Donna Walker - 10200 W 20th Ave, Lakewood, CO 80215 - stated that they are requesting a Major Comprehensive Plan Amendment and Rezoning application. Arvada is in need of another Library due to population growth. This project is part of the library's facility master plan and is a fully funded project. An extensive marketing analysis was completed and a key data point is future population growth with expected growth to 45,000 people in the service area by 2050. The location was determined by the library service area and property available search and the library found this location to be optimal.

Applicant - Steve Chestnut - 10200 W 20th Ave, Lakewood, CO 80215 - the library had the Traffic Engineer from original traffic study of Candelas evaluate the study of what

was originally planned for this site in comparison to the proposed library. It concluded that the library traffic would result in 59 fewer daily trips, 29 fewer morning peak hour trips, and 17 fewer afternoon peak hour trips compared to the previous master plan.

Applicant - Max McCloskey - 2934 Routt Cir, Lakewood, CO 80215 - the conceptual intent is to activate the pedestrian trail. Also activate outdoor reading nooks, public art. The Outdoor Adventure area is a learning environment that is a trademark of the library. Buffering and parking align with the current code.

PUBLIC COMMENT

The public hearing was opened.

Mr. Griffith opened the hearing for comments from the public.

IN FAVOR

Kim Johnson - 17340 W 70th Ave Arvada, CO 80007 - She supports the Comprehensive plan Amendment and Rezoning. She believes it is vital to the community to have the Library resources available to the community. Not just books,and ebooks, but meeting rooms, Wifi, community gathering areas. Along with opportunity programs, events, technology training, work placement.

IN OPPOSITION

N/A

APPLICANT REBUTTAL

N/A

QUESTIONS FROM THE COMMISSION

Mr. Figliolino asked what are the challenges for developing the library in the current designation?

Mr. Bebo stated the PUD process is much more rigorous and time consuming and what the applicant wants to build could be done successfully under a standard zone district. If rezoned, they would have to meet the requirements of the CG (Commercial General) zone district which is consistent with other properties in this subdivision. And removing the PUD process would help them through the process of getting this built. Also the Comprehensive Plan talks about partnering with public entities to help them get through the process.

Mr. Magee asked, looking at elevations at the facility, it looks like the parking area is many feet below the library and is it ADA accessible?. Are there many different levels on

this site and what is the accessibility to these areas? What is the accessibility for people with disability challenges?

Mr. McCloskey stated they looked at the distance of travel that the front door is within 100' from the parking lot. The plaza and other amenities are tiered and the outdoor seating is also tiered. Once they get into details of the site plans and construction they will be looking at the layout and means of travel. And will ensure that ADA requirements are met.

Mr. Magee stated to make sure the applicant looks at all the possibilities of ADA accessibility on this site.

Mr. Knapp asked if there are 2 lots or 3 lots for this site?

Mr. Bebo stated it is just 2 lots, they are currently under contract right now to purchase it.

Mr. Knapp asked about what it says at the top of Page 5 of the staff report, are they going to be future users.

Mr. Bebo stated if it does get rezoned they will go through the normal Site Plan process and can be approved by Staff. This helps in the future for any additions or changes made to the site plan or structure. And they will go through the administrative approval so long as they meet the code. If it stays PUD , any changes they would want to make in the future would have to go through a public hearing for all modifications proposed.

Mr. Knapp asked if there is any anticipation of something else going in, like a Starbucks or something like that on this property?

Mr. Bebo stated no.

Mr. Knapp asked about the water and Jefferson Center Metropolitan District No. 1 (JCMD)? Will this location have water?

Mr. Smetana stated yes. A few years ago the City went through a process with JCMD, they have allocated water for commercial needs for future development. This will accomplish all needs for this site and any commercial use in this area.

Mr. Gay asked regarding the availability of water as rationale for criteria #1 in the Comprehensive Plan, while there are many other reasons to amend the Comp Plan besides the water being only available for commercial uses. What about the population growth? I hope this is not the only reason, that the compelling reason is that this area needs a Library.

Mr. Gay asked about the reduced amount of traffic due to the difference of building the Library as to mixed use which includes residential sites.

Mr. Chestnut stated yes the study was of the busiest libraries and the amount of traffic. Which shows less traffic with the library then as to the mixed use that includes commercial and residential.

MOTION: 8.A.1

It was moved by Mr. Knapp that CP2024-0002, A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to Candelas Point from Mixed Use to Neighborhood and Community Commercial/Office, for a parcel of land approximately located on the south side of Candelas Parkway between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado, be approved and recommend to City Council for ratification.

This motion is based on the finds of fact and approved criteria on Pages 8 & 9 of the staff report.

DISCUSSION OF MOTION

Mr. Hannan stated he wanted to thank the applicant for the great design and not the normal look of the libraries of his childhood. Fits that unique section of that area.

Mr. Knapp stated that a very unique and interesting design the applicant has come up with. Applauded that it's more than just using it as a book registry.Thank you for being creative. Good luck with the project.

Mr. Griffith stated he grew up next to a public library and this is a great design, nothing like a typical government building. Win all the way around will be supporting.

Those voting Yes: Griffith, Knapp, Aljinovich, Magee, Gay, Figliolino, Hannan
Those voting No:
Those absent: None
The motion carried: 7-0

MOTION: 8.A.2

It was moved by Mr. Knapp that An Ordinance Rezoning certain land within the City of Arvada, Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point, from PUD (Planned Unit Development) to CG (Commercial, General), and amending the official zoning maps of the City of Arvada, Colorado, approximately located on the south side of Candelas Parkway between Wilkerson Court and West 92nd Drive, be recommend to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 9 of the staff report.

DISCUSSION OF MOTION

Mr. Hannan stated "Staff well done" this is a very good way of doing it. Rather than having them go through the PUD process. This will help us get a library quicker.

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay
Those voting No:
Those absent: None
The motion Does carried: 7-0

Jefferson County
PUBLIC LIBRARY

Northwest Jefferson County Library Project

Comp Plan Amendment and Rezoning Application

City of Arvada City Council Meeting
July 15, 2024

Donna Walker, JCPL Executive Director

Steve Chestnut, JCPL Director of Facilities and Construction Projects

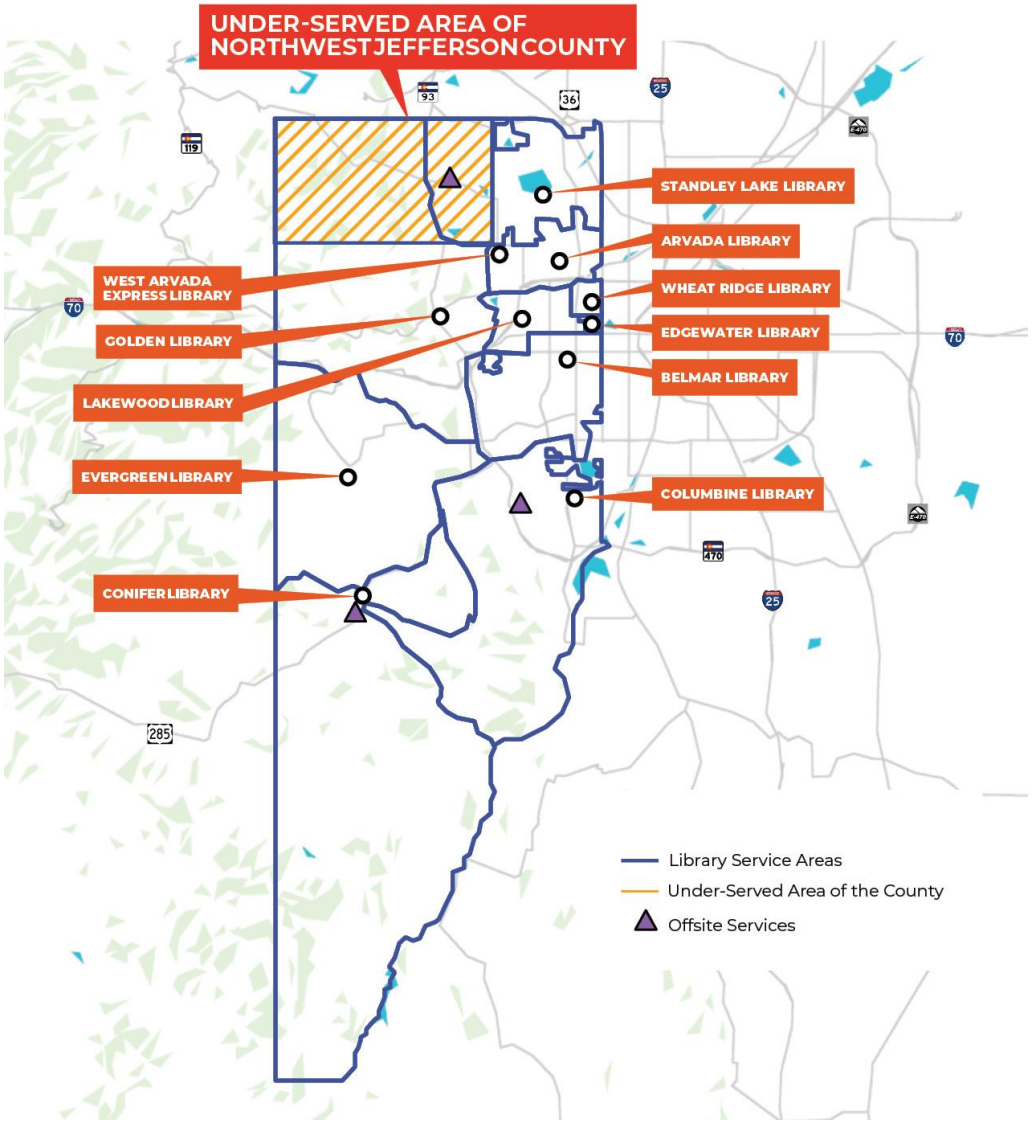
Background

Identified Need for a New Library

- Population growth
- Access to services
- Facility Master Plan

Fully Funded

- 5-year Capital Improvement Plan
- Fiscal stewardship of Trustees



Market Analysis

NW Jeffco region is forecasted to grow faster than the rest of the county.

This number of households is linked to a future population nearing 45,000 by the year 2050.

Projected growth rates	2020-2030	2030-2040	2040-2050
Northwest Jefferson County Source: DRCOG	36.11%	11.56%	6.10%
Jefferson County Source: State Demographer	8.76%	4.04%	2.04%

Households	2020	2030	2040	2050
Northwest Jefferson County Source: DRCOG	10,800	14,700	16,400	17,400
Jefferson County Source: State Demographer	235,729	256,382	266,749	272,191

Stakeholder Engagement

The Library also sought input of various stakeholders, notably:

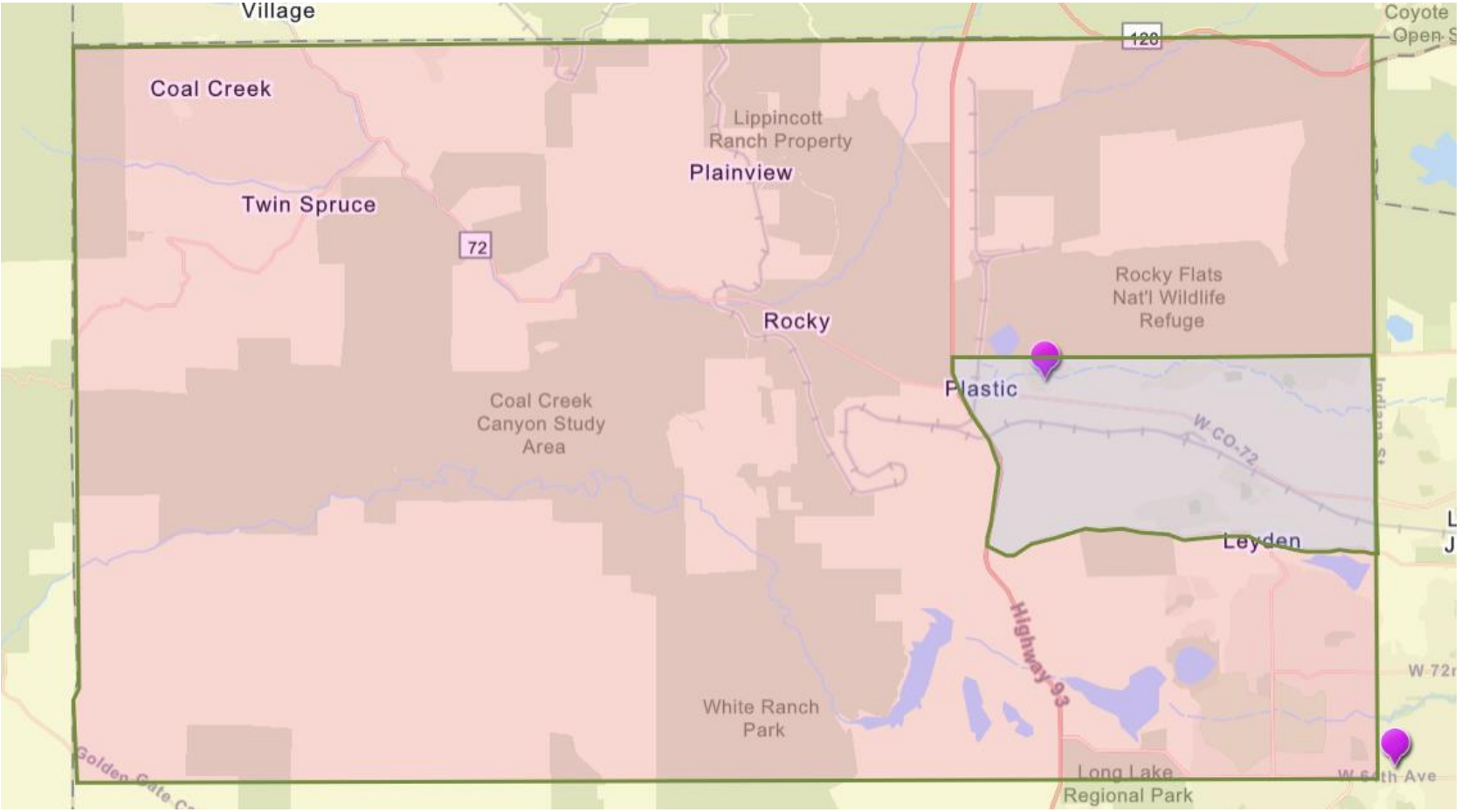
- Community leaders
- Elected Officials
- Staff and volunteers in local organizations
- Neighborhood meeting

Library Service Area & Property Search Area

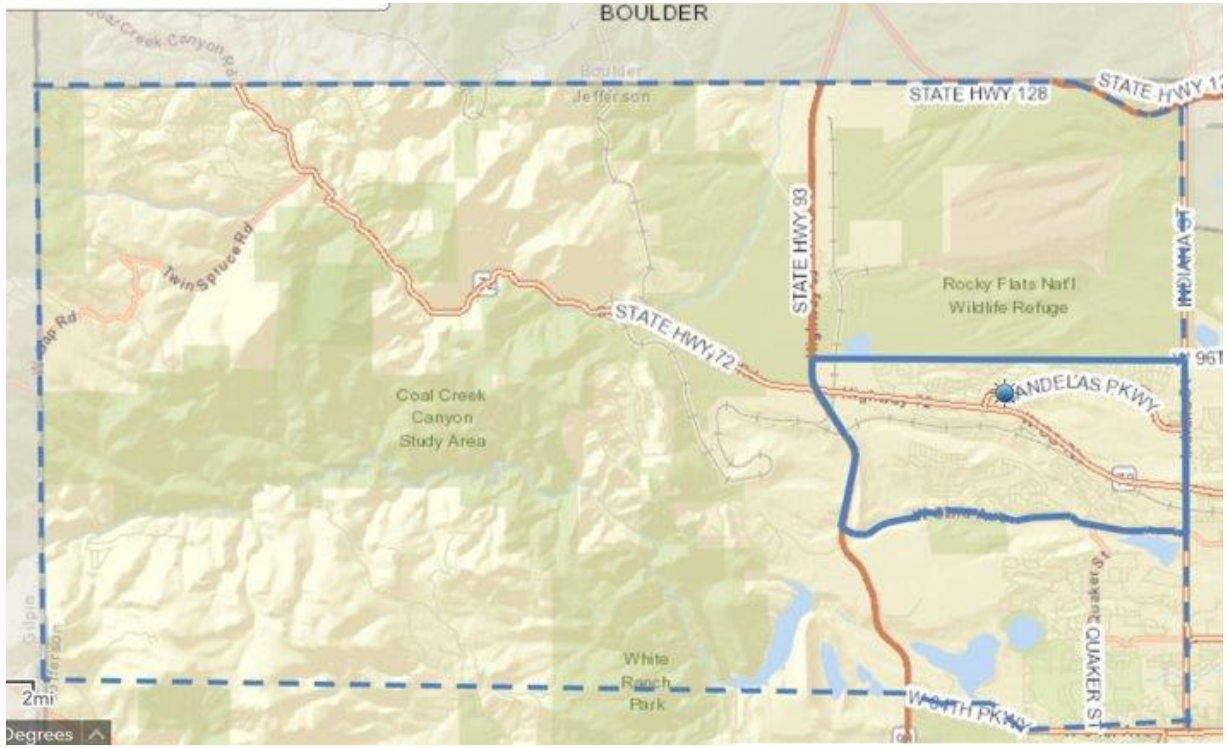
- **Alternative Service Points**
  - Express Library
  - Candelas Holds Locker

Library Service Area

Property Search Area



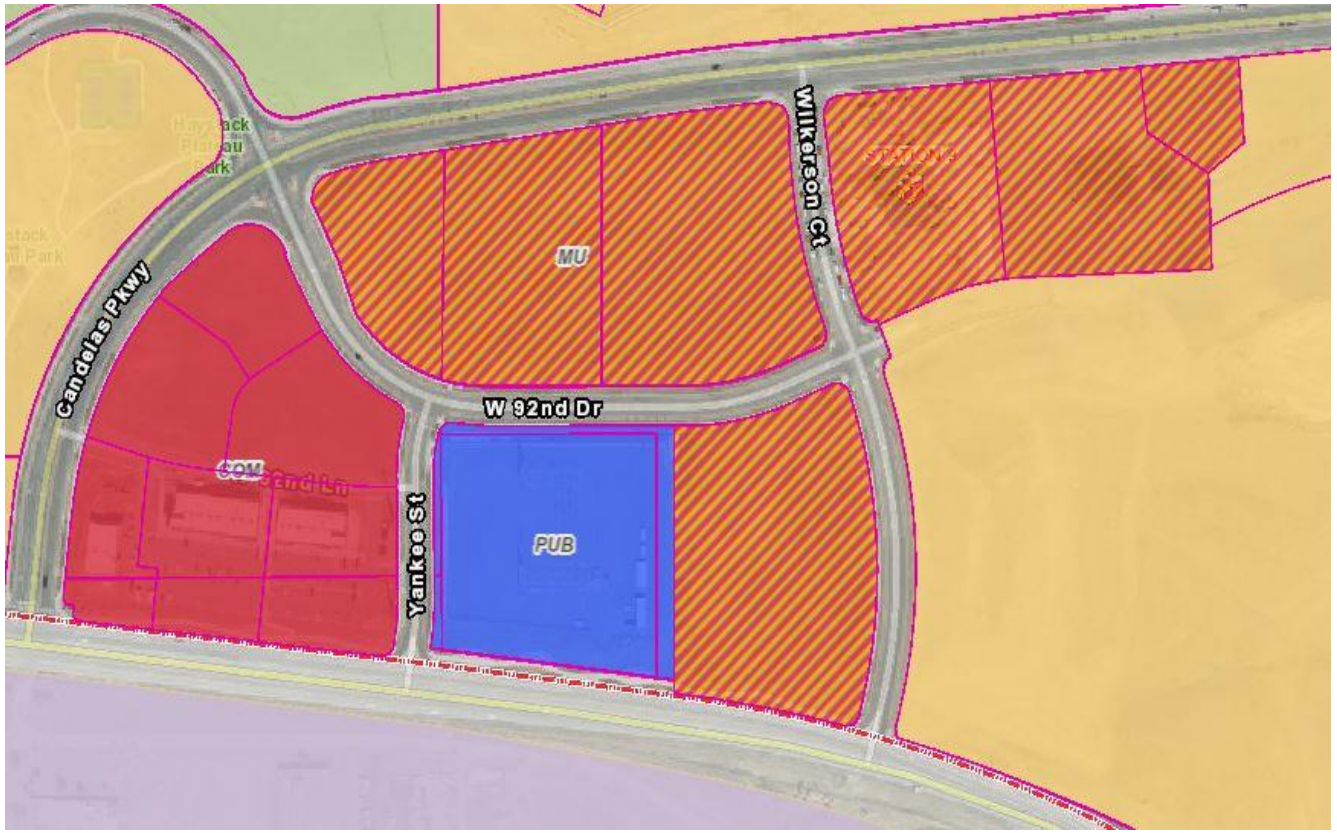
Optimal Location, Size, Geography and Value



- Adjacent to major thoroughfares on known travel routes
- Accessible by multiple modes of transit
- 9.4 acres
- Allows for future expansion if needed
- Desirable topography
- Absence of geological hazards
- Outside of flood plains
- Limited site work to make it “shovel ready”
- Readily available utilities

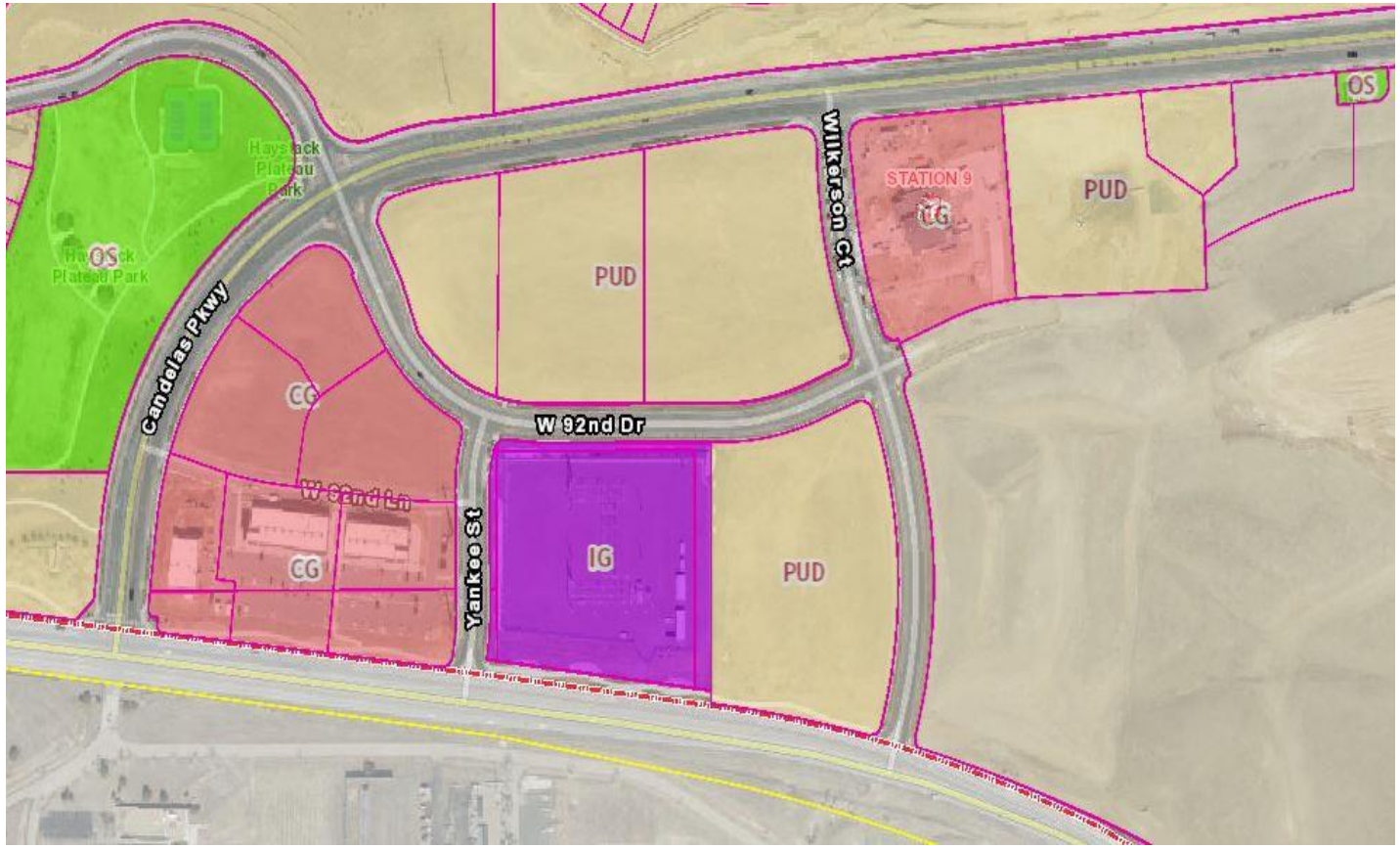
Rezoning Changes Requested

- Current Comprehensive Plan designated as Mixed Use
- Requesting it be changed to Neighborhood and Community Commercial/Office



Rezoning Changes Requested

- Current Zoning is designated as PUD
- Requesting it be changed to Commercial General



Expected Impacts on Traffic

Engaged consultant conducted a traffic study of the area.

Study compared the library projected trip generation to assumed use in Candelas Point master traffic study.

Study indicates an overall reduction in traffic due to this change in use.

Anticipated traffic reductions:

- ❑ 56 fewer daily trips
- ❑ 29 fewer morning peak hour trips
- ❑ 17 fewer afternoon peak hour trips

Site Plan

CANDELAS PARKWAY
ROOF LINE
CONCEPTUAL LAYOUT FOR GRAVEL PATH NETWORK
TO DRAINAGE ESMT.
POTENTIAL OUTDOOR READING ROOMS/ PUBLIC ART
POTENTIAL FUTURE 10,000 SF ADDITION
WILKERSON CT.
PRAIRIE HABITAT
POTENTIAL DISCOVER TOGETHER OUTDOOR ADVENTURE
POWER LINE EASEMENT
POTENTIAL TIERED SEATING
POTENTIAL SOLAR ARRAY
PUBLIC PLAZAS
MAIN ENTRANCE
POTENTIAL DEMONSTRATION GARDEN
BOOK DROP
184 PARKING SPOTS
W. 92ND DR.

Questions?

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.B.1.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: CP2024-0002 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, A Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado

Report in Brief

Jefferson County Public Library is requesting approval of a Rezoning for all of Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the Rezoning request is to CG (Commercial, General). Concurrently, a Comprehensive Plan Amendment from Mixed Use to Neighborhood and Community Commercial/Office is requested in order to appropriately align with the requested zoning.

Jeffco Library desires to construct an approximately 30,000 square foot public library to serve northwest Arvada and surrounding areas that have added substantial residential population over the last two decades. If the Comprehensive Plan Amendment and rezoning are approved, a Site Plan and Minor Subdivision application will later be reviewed administratively.

The Arvada Team recommends that City Council approve CP2024-0002, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, a Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado.

Financial Impact

There is no fiscal impact to the city.

Background

Jefferson County Public Library is requesting a Comprehensive Plan Amendment from Mixed Use to Neighborhood and Community Commercial/Office. Concurrently, the library is also requesting approval of a Rezoning for all of Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the Rezoning request is to CG (Commercial, General).

Jeffco Library desires to construct an approximately 30,000 square foot public library to serve northwest Arvada and surrounding areas that have added substantial residential population over the last two decades. If the Comprehensive Plan Amendment and rezoning are approved, a Site Plan and Minor Subdivision application will later be reviewed administratively.

The subject property is approximately 9.4 acres in size and is located on the south side of Candelas Parkway between Wilkerson Court and West 92nd Drive. The property was annexed into the City in 1991 with the Jefferson Center No. 5 Annexation. The property was originally platted in 2005 with the Vauxmont Minor Subdivision and further subdivided in 2018 with the Candelas Commercial Filing No. 2 subdivision.

Discussion

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	The existing Comprehensive Plan designation of Mixed Use does not align with the current realities of water availability for this site and as such, an amendment to Neighborhood and Community Commercial/Office is necessary. This designation matches properties to the southwest of the site and to the east. And will support future commercial land uses.
1. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	As detailed in the *Compliance with the Comprehensive Plan* section of the staff report and criterion one above, the amendment is consistent with numerous goals and policies and the surrounding area.
1. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services or facilities.
1. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.
1. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment does not pertain to an area outside of the City's municipal boundaries.
1. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	Strict adherence to the Comprehensive Plan designation of Mixed Use has the potential to result in a future land use that is less compatible with the commercial uses in the area.

1. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	As stated in the *Compliance with the Comprehensive Plan* section above, amending the Comprehensive Plan to allow for development of this previously undeveloped property is consistent with a variety of goals and policies.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 28, 2024. The applicant, staff, and three neighbors were in attendance.

Questions asked primarily related to anticipated future development, traffic, and pedestrian safety.

The applicant prepared a summary of the meeting, which is attached.

Commission Recommendation

On June 18, 2024, the Planning Commission voted 7 to 0 to approve and recommend ratification to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council ratify and approve CP2024-0002, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, a Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado.

Suggested Motion:

I move that CP2024-0002, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office, a Parcel of Land Located on the Southside of Candelas Parkway Between Wilkerson Court and West 92nd Drive in the City of Arvada and State of Colorado, be (ratified and approved)(rejected).

This motion is based on the findings of fact adopted by Planning Commission (if approved).

This motion is based on the following findings of fact for denial: (Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	6/26/2024
Jeremiah Bebo, Planner II	6/27/2024
Rob Smetana, Planning Manager	6/27/2024
Jessica Garner, Director of Community and Economic Development	6/27/2024
Gail Walker, Legal Specialist-Contracts	6/27/2024
Emily Grogg, Senior Assistant City Attorney	6/28/2024
Rachel Morris, City Attorney	6/30/2024
Linda Haley, Deputy City Manager	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

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RESOLUTION NO. CP2024-0002

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION PERTAINING TO CANDELAS POINT FROM CITY OF ARVADA MIXED USE TO CITY OF ARVADA NEIGHBORHOOD AND COMMUNITY COMMERCIAL/OFFICE, A PARCEL OF LAND LOCATED ON THE SOUTHSIDE OF CANDELAS PARKWAY BETWEEN WILKERSON COURT AND WEST 92ND DRIVE IN THE CITY OF ARVADA AND STATE OF COLORADO.

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on May 30, 2024, and said public hearing being held before the Planning Commission for the City of Arvada on June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF ARVADA, COLORADO:

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation from City of Arvada Mixed Use to City of Arvada Neighborhood and Community Commercial/Office.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 18th day of June, 2024.

CITY OF ARVADA PLANNING COMMISSION

Michael Griffith

Michael P. Griffith, Chairman

ATTEST:

Brandon Figliolino, Secretary

RATIFIED AND APPROVED this 15th day of July, 2024.

Lauren Simpson, Mayor

ATTEST:

DocuSign Envelope ID: F26181AA-C57E-43BE-A92F-DD4B6BBBB372

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: Emily Grogg

CITY OF ARVADA

REPORT TO CITY COUNCIL PUBLIC HEARING	AGENDA ITEM 10.B.2.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside of Candelas Parkway Between Wilkerson Court And West 92nd Drive (Ordinance No. 4874)

Report in Brief

Jefferson County Public Library is requesting to rezone all of Lot 1 and Lot 2, Block 2, Candelas Commercial Filing No. 2, otherwise known as Candelas Point. The current zoning is PUD (Planned Unit Development) and the Rezoning request is to CG (Commercial, General). Concurrently, a Comprehensive Plan Amendment from Mixed Use to Neighborhood and Community Commercial/Office is requested in order to appropriately align with the requested zoning.

Jeffco Library desires to construct an approximately 30,000-square foot public library to serve Northwest Arvada and surrounding areas that have added substantial residential population over the last two decades. If the Comprehensive Plan Amendment and rezoning are approved, a Site Plan and Minor Subdivision application will be reviewed administratively at a later date.

The Arvada Team recommends that City Council approve CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside Of Candelas Parkway Between Wilkerson Court And West 92nd Drive.

Financial Impact

There are no financial impacts.

Background

The subject property is approximately 9.4 acres in size and is located on the south side of Candelas Parkway between Wilkerson Court and West 92nd Drive. The property was annexed into the City in 1991 with the Jefferson Center No. 5 Annexation. The property was originally platted in 2005 with the Vauxmont Minor Subdivision and further subdivided in 2018 with the Candelas Commercial Filing No. 2 subdivision.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale

1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	The rezoning to CG is consistent with the Comprehensive Plan, if amended, and the Neighborhood and Community Commercial/Office designation on the Future Land Use map.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for a public library is consistent with the CG zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed a site plan application.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	The intended land use will not result in significant adverse impacts.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	The rezoning is consistent with the character of existing development. Lots 2-4, Block 1, Candelas Commercial Filing No 2 and all of Candelas Commercial Filing No. 2, Amendment 1 located to the southwest south are zoned CG. And the intended character of this site will be similar.

Public Contact

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The required neighborhood meeting for this project took place on February 28, 2024. The applicant, staff, and three neighbors were in attendance.

Questions asked primarily related to anticipated future development, traffic, and pedestrian safety.

The applicant prepared a summary of the meeting, which is attached.

Commission Recommendation

The Planning Commission unanimously recommended approval of the rezoning request during their June 18, 2024 meeting.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council Approve CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside Of Candelas Parkway Between Wilkerson Court And West 92nd Drive.

Suggested Motion:

I move that CB24-008, An Ordinance Rezoning Certain Land Within The City Of Arvada, Lot 1 And Lot 2, Block 2, Candelas Commercial Filing No. 2, Otherwise Known As Candelas Point, From PUD (Planned Unit Development) To CG (Commercial, General), And Amending The Official Zoning Maps Of The City Of Arvada, Colorado, Generally Located On The Southside Of Candelas Parkway Between Wilkerson Court And West 92nd Drive, be (approved on final reading, numbered 4874 and ordered published by title only (rejected).

This motion is based on the following findings of fact for denial:(Recite approval criteria you believe the evidence fails to satisfy and your reasons)

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jeremiah Bebo, Planner II	6/25/2024
Josie Suk, Development Systems and Administrative Manager	6/27/2024
Rob Smetana, Planning Manager	6/27/2024
Jessica Garner, Director of Community and Economic Development	6/27/2024
Gail Walker, Legal Specialist-Contracts	6/28/2024
Emily Grogg, Senior Assistant City Attorney	6/28/2024
Rachel Morris, City Attorney	6/30/2024

Linda Haley, Deputy City Manager	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-008
ORDINANCE NO. 4874

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, LOT 1 AND LOT 2, BLOCK 2, CANDELAS COMMERCIAL FILING NO. 2, OTHERWISE KNOWN AS CANDELAS POINT, FROM PUD (PLANNED UNIT DEVELOPMENT) TO CG (COMMERCIAL, GENERAL), AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, GENERALLY LOCATED ON THE SOUTHSIDE OF CANDELAS PARKWAY BETWEEN WILKERSON COURT AND WEST 92ND DRIVE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The following described property is hereby rezoned from PUD (Planned Unit Development) to CG (Commercial, General):

A PARCEL OF LAND LOCATED AT

> LOTS 1 AND 2, BLOCK 2, CANDELAS COMMERCIAL FILING NO. 2, ACCORDING TO THE PLAT RECORDED JULY 20, 2018, AT RECEPTION NO. 2018066172, COUNTY OF JEFFERSON, STATE OF COLORADO

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 1st day of July, 2024.

PASSED, ADOPTED, AND APPROVED this 15th day of July, 2024.

_____
Lauren Simpson, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

Publication Dates: July 3, 2024
July 18, 2024

CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 12.A.

DATE: July 15, 2024

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate)

	Jefferson County Community Corrections Board and West Connect Coalition (Alternate)
Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority The Rocky Flats Stewardship Council Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 13.A.

TO: THE HONORABLE CITY COUNCIL DATE: July 15, 2024

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney	6/30/2024
Lorie Gillis, City Manager	7/2/2024
Don Wick, Deputy City Manager	7/3/2024

Enclosure, exhibits & attachments required to support the report

2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Land Use Legislative Update	**July 22**	CED
Water, Wastewater & Stormwater 2025 Rates/Fees	**July 22**	Utilities
CDOT 101 Team members from CDOT will present basic information to the Council about how CDOT operates and how the City can best work with CDOT.	**Aug 12**	
Sidewalk Assistance Workshop - This workshop will discuss approaches to a new Sidewalk Repair Assistance Program. Background will be shared on the city's former 50/50 Concrete Program and the requirements of the ADA and ABA Accessibility Guidelines for the Public Right-of-Way. Options will be presented for council direction of the desired level of city responsibility to repair/reconstruct/add sidewalks.	**Aug 12**	PW
Water, Wastewater & Stormwater 2025 Rates/Fees	**Aug 26**	Utilities
Quarterly Bond Projects Updates The Public Works engineering team will provide the City Council with an update on the bond projects for streets and utilities.	**Sept 23**	PW
Budget Workshop - Work System Update	**Sept 23**	Finance
Final Water, Wastewater & Stormwater 2025 Rates/Fees	**Sept 23**	Utilities
Pay Plan/Additional Work System (if needed)	**Oct 14**	
Transportation System Plan The traffic team will present the outcomes of the Transportation System plan, including future development opportunities, transportation funding and financial strategies, and a capital improvement plan.	**Oct 14**	PW
Updated ADA Transition Plan The draft plan will be updated in a comprehensive document that outlines strategies and actions to ensure accessibility for individuals with disabilities, addressing areas of improvement and accommodating their needs.	**Oct 28**	PW
Parking Management Program - There are 11 managed parking zones in the City with one active enforcement area - Olde Town. The other zones are neighborhood permit parking near schools and parks. This workshop will provide background information on history of the City's parking operations and will present data on occupancy rates and enforcement trends for street parking and the parking garage in Olde Town. Analysis of paid parking will be discussed.	**Oct 28**	PW
	Nov 11	
Infrastructure Work System Annual Report - The Infrastructure Work System will share a status summary of progress towards City Council Strategic Results and 2024 metrics for work system services.	**Dec 9**	PW
PRESENTATIONS		
STUDY SESSIONS		
City of Arvada Greenhouse Gas Inventory@4 p.m.	**July 22**	VCN
BID and Chamber funding	**TBD**	
WORKSHOP TBD's		
Ballot Initiative Discussion	**TBD**	CMO
Pavement Management The Pavement Management Team will provide an update on 2023 and looking ahead to 2024 pavement projects.	**TBD**	PW

Revised 7-9-24

Right of Way Acquisition	**TBD**	CED
Water Infrastructure for Fire Protection	**TBD**	Utilities
Smart Meters Update	**TBD**	Utilities
Capital Campaign Update and Strategy Discussion	**TBD**	CMO/Fin
Community Engagement	**TBD**	CMO
Fleet Electrification	**TBD**	Utilities
Pre-Sentencing/One Small Step	**TBD**	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.	**TBD**	CMO
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	**TBD**	PW/Fin/ CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current co-locate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	**TBD**	PW
Problem Properties	**TBD**	P.D.
Activation of Historical Assets	**TBD**	VCN
Customer Service Philosophy	**TBD**	CMO
Ask Arvada Update	**TBD**	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board–Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		