Town of Elizabeth

Board of Trustees Workshop – Interim Administrator Interview

Tuesday December 9, 2025, at 6:15 PM

Board of Trustees Regular Meeting Updated 12/8/2025

Tuesday, December 9, 2025 at 7:00 PM
Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.
Zoom link to view meeting
Join via phone: 1 669 900 9128 **Meeting ID:** 813 8379 5260
Meeting Passcode: 483082

Call to Order

Roll Call

Pledge of Allegiance

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Agenda Changes

Consent Agenda

1. Minutes of the Regular Meeting of November 20, 2025

Presentations

2. Circle of Care – PattyAnn Fontenot and Jeff Engel

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

New Business

3. Discussion and possible action on the reappointment of Amy Schmidt to the Planning Commissioner for a four-year term starting January 1, 2026, through December 31, 2029– Alexandra Cramer

4. Discussion and possible action on Resolution 25R44, a Resolution amending the Town of Elizabeth's Budget for Fiscal Year 2025 – Hannah Bruce

5. Discussion and possible action on Resolution 25R45, a Resolution amending Set Mill Levies for the 2026 Budget Year – Hannah Bruce

6. Discussion and possible action on Resolution 25R46, a Resolution Repealing Resolution 05R17 Regarding the Town of Elizabeth Website Policy and Establishing a New Website Policy - Harmony Malakowski

7. Discussion and possible direction on Hillside Park Project Request for Proposal (RFP) – Mike DeVol

8. Discussion and possible action on Resolution 25R47, a Resolution approving the Direct Service Agreement between the Town and the East Central Council of Local Governments regarding Public Transit Services – Michelle Oeser

9. Discussion and possible direction on accounting for employee time and event permit updates – Michelle Oeser

Management Monitoring Reports

10. Management Monitoring Reports

A Managers Report

Board of Trustees Report

11. Board Reports

Executive Session

12. Executive session pursuant to C.R.S. § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators regarding the potential purchase, acquisition, or lease of real property by the Town for a potential Senior Center

Adjournment

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Meeting Protocol and Standards of Conduct

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Board of Trustees Regular Meeting

Thursday, November 20, 2025 at 7:00 PM
Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Thursday, November 20, 2025, at 7:00 PM by Mayor Angela Ternus.

Roll Call

Present:
Mayor Angela Ternus
Mayor Pro Tem Tracy Hutchins
Trustee Loren Einspahr
Trustee Dave Conley
Trustee Michael Schroder
Trustee Steve Gaither
Trustee Cynthia Thye

There was a quorum to do business.

Also in Attendance:
Town Clerk Michelle Oeser
Public Works Director Mike DeVol
Assistant Public Works Director James McErnie
Police Chief Jeff Engel
Planner/Project Manager Alexandra Cramer
Finance Officer Hannah Bruce
Deputy Town Clerk Harmony Malakowski

Pledge of Allegiance

Mayor Ternus led the Board in the Pledge of Allegiance.

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members,

Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Terry Stinnette - Town of Elizabeth Resident

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the November 12, 2025, Regular Meeting

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Schroder, to approve the Minutes of the November 12, 2025, Regular Meeting.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

2. Outback Liquors Tasting Permit

Ms. Oeser provided a Staff report.

Motion by Trustee Schroder, seconded by Trustee Gaither, to approve the Outback Liquors Tasting Permit.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

New Business

3. Discussion and possible action on Ordinance 25-13, an Ordinance amending Chapter 7 of the Town of Elizabeth Municipal Code by the addition of a New Division 10 of Article VII allowing a Potbellied Pig as a pet

Ms. Oeser provided a Staff report.

Motion by Trustee Schroder, seconded by Trustee Einspahr, to approve Ordinance 25-13, an Ordinance amending Chapter 7 of the Town of Elizabeth Municipal Code by the addition of a New Division 10 of Article VII allowing a Potbellied Pig as a pet.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

4. Discussion and possible action on Resolution 25R39, a Resolution authorizing the Mayor to execute a letter of agreement with the Adams Group, LLC to provide audit services for Fiscal Year 2025

Ms. Oeser provided a Staff report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to approve Resolution 25R39, a Resolution authorizing the Mayor to execute a letter of agreement with the Adams Group, LLC to provide audit services for Fiscal Year 2025.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

5. Discussion and possible action on Resolution 25R40, a Resolution granting the Mayor authority to execute a Residential Lease Agreement for 601 Pine Ridge Street, Elizabeth, Colorado

Ms. Oeser provided a Staff report.

Motion by Trustee Conley, seconded by Trustee Gaither, to approve Resolution 25R40, a Resolution granting the Mayor authority to execute a Residential Lease Agreement for 601 Pine Ridge Street, Elizabeth Colorado.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither
Voting No: Trustee Thye

Motion Passed (6-1)

6. Discussion and possible action on Resolution 25R41 a Resolution adopting the 2026 Town of Elizabeth Budget

Ms. Bruce provided a Staff report on Resolutions 25R41 - 25R43.

Motion by Trustee Einspahr, seconded by Trustee Conley, to approve Resolution 25R41 a Resolution adopting the 2026 Town of Elizabeth Budget.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

7. Discussion and possible action on Resolution 25R42, a Resolution Appropriating Sums of Money

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Schroder, to approve Resolution 25R42, a Resolution Appropriating Sums of Money.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

8. Discussion and possible action on Resolution 25R43, a Resolution to Set Mill Levy

Motion by Trustee Einspahr, seconded by Trustee Conley, to approve Resolution 25R43, a Resolution to Set

Mill Levy.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

Mayor Ternus closed the Regular Meeting and opened the Public Hearing at 7:35 PM.

Public Hearing

9. Amending the Town of Elizabeth's 2025 Budget

Ms. Bruce provided a Staff Report.

There was no Public Comment.

Mayor Ternus closed the Public Hearing and reopened the Regular Meeting at 7:37 PM.

New Business

10. Discussion and possible action on Resolution 25R44, a Resolution amending the Town of Elizabeth's Budget for Fiscal Year 2025

This item was tabled to the December 9, 2025, Board of Trustees meeting to allow Staff to make the recommended changes.

11. Discussion and possible action on appointing a temporary Interim Town Administrator

Mayor Ternus provided a report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to appoint Michelle Oeser as the Interim Town Administrator in charge of Administrative Services and Chief Jeff Engel as Interim Town Administrator in charge of Operations.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

Discussion followed regarding dates to interview Interim Town Administrator candidates.

Management Monitoring Reports

12. Management Monitoring Reports

- Police Chief Jeff Engel:
  - Update regarding the vehicle fire in Gold Creek Valley.
  - 823 Highpoint Trail has acquired the necessary permits.
- Planner/Project Manager Alexandra Cramer:
  - Provided information to the Board regarding a request to amend a zoning code. A workshop will be scheduled for further discussion.
- Public Works Director Mike DeVol:

- Provided an update regarding the Christmas tree at the Gesin lot.
- Pedestrian crosswalk lights are now at the High School.
- Mayor Ternus asked a question regarding striping on County Road 13.
- Trustee Einspahr asked a question regarding the Main Street streetlights.
- Mayor Ternus asked a question regarding a streetlight globe that had broken off.

- Town Clerk Michelle Oeser:
  - Provided an update regarding the Student Liaison position.
  - Requested direction on how to proceed with the Town Christmas Light contest judging.
  - Will meet with the Kiowa Town Administrator and collaborate with Ms. Cramer on the 150/250 celebration.
  - Requested direction regarding a potential Board Christmas dinner.
  - Provided updates regarding the Staff Christmas party.

Board of Trustees Report

13. Board Reports

- Mayor Angela Ternus:
  - Provided updates regarding the Senior Basket program.
  - Visited several craft fairs being held in the region over the weekend.
- Trustee Dave Conley:
  - Varsity Pom Squad took first place in their division.
  - The football and pom squad will be at Walmart for their grand reopening on Friday.
- Trustee Cynthia Thye:
  - Asked a question regarding Gold Creek Commons.
  - There is a new mural in Walmart that is nice.

Adjournment

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to adjourn the meeting at 9:41 PM.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Passed Unanimously (7-0)

_____ _____

Town Clerk Michelle Oeser Mayor Angela Ternus

Circle of Care

Beyond the Badge

Objective of the Program

- Regular calls or visits to ensure community members are safe and well
- Resource Connections: Bridge community members to resources
- Offer direct line of communication to the police department of any concerns or emergencies
- Building trust and relationship between law enforcement and the community members

What is the criteria of the program

- Must reside within the Town of Elizabeth or nearby areas served by the police department
- Vulnerability or Need
  - Intended for individuals who may benefit from regular wellness checks, such as:
  - Seniors living alone
  - Individuals with disabilities
  - Recently discharged hospital patients
  - Individuals with limited family or social support
- Voluntary Enrollment
  - Participation should be voluntary, with the citizen (or their legal guardian) providing consent.

Enrollment

- Participation should be voluntary, with the citizen (or their legal guardian) providing consent.

Must provide reliable contact details (phone, address, emergency contact).

Willingness to receive scheduled calls or visits from program staff or volunteers.

No Immediate Safety Risk

Must agree to signing waiver

A few considerations…

On the application, please document anything beneficial for responding officers (hazards like aggressive animals, firearms, etc.)

Also please note things such as triggers for residents like no sirens, calm demeanor, etc.

Is someone a **Medical Power of Attorney (MPOA)**? NOTE THAT!

This program is not to replace at-home care. Simply a service provided to lessen the stress of family and residents.

To receive an enrollment packet contact

Elizabeth Police Department

425 S Main Street

Elizabeth, Colorado

303.646.4664

or

VictimAdvocate@townofelizabeth.org



Thank you

Elizabeth Police Department Team Members

PattyAnn Fontenot - Lead Victim Advocate, Officer Steven Herbel, Mandy Donatelli – Victim Advocate, Lisa Hurst – Victim Advocate, Frank Hurst – Reserve K9 Officer

To: Board of Trustees
From: Alexandra Cramer, AICP, Planner/Project Manager
Date: December 9th, 2025
Subject: Reappointment to Planning Commission

Summary
The Town has received interest from one Planning Commission member for reappointment. Amy Schmidt has applied for reappointment to the Planning Commission, as their term end on December 31st.

If reappointed, Amy Schmidt would be reappointed for a four-year term from January 1, 2026, through December 31, 2029.

Staff Recommendation
Staff recommends that the Board of Trustees reappoint Amy Schmidt to the Planning Commission for a four-year term starting January 1, 2026, through December 31, 2029.

Attachment(s)
Reappointment Request – Schmidt

From: Amy Schmidt
To: Alexandra Cramer
Subject: Planning Commission Post
Date: Monday, December 1, 2025 3:30:03 PM

Dear Alex and Board of Trustees for the Town of Elizabeth:

My term as a Planning Commissioner expires at the end of December 2025. I am requesting that I be reinstated for the next term. I enjoy serving on the Board, and the learning opportunities it presents. My participation and decisions are made according to the rules as applied to the commissioners, and I respect the confidentiality called for in fulfillment of my duties.

I enjoy being on the Planning Commission and hope I can continue with the upcoming 2026-2028 term.

Thank you.

Amy Schmidt
128 W. Broadway St.
Elizabeth, CO. 80107

Get Outlook for Android

TOWN OF ELIZABETH

To: Madam Mayor, Mayor Pro Tem and Board of Trustees
From: Hannah Bruce, Finance Officer
Date: ~~November 20, 2025~~ December 9, 2025
Subject: Resolution 25R44, Resolution Amending the 2025 Budget

Summary
The attached Budget Amendment Worksheet details each account within the budget that staff is recommending amending. Most of the accounts are expense accounts, with a few exceptions for revenue.

After discussing with the Mayor, additional accounts have been added to the amendment spreadsheet to help show the offset of increases or decreases within the original Budget Amendment that was provided to the Board on November 20th. Those changes are highlighted in red on the spreadsheet.

I also spoke to DOLA about the Main Street Streetscape expenditure that needs to increase significantly. Per their email: "Since you are only increasing expenses within the fund and not amending revenues, you can proceed with an internal budget amendment. This would not require a public notice, budget hearing, or the adoption of a resolution, provided the increased expenses do not require an increase in your current appropriations. If the Town were to receive unanticipated revenue, transfer money between funds, or treat this as a contingency requiring an increase to the originally appropriated amount, the budget amendment would need to be processed using the statutory procedures. In short, statutory amendments depend on increasing appropriations." We have previously followed all DOLA's statutory procedures for amendments to increase appropriations and nothing further will need to be done upon approval of the amendment.

Development was originally projected to be further along for fiscal year 2025. With the delay in some projects, it is recommended that the Impact Fees, as well as the Tap and Renewable Water Fees be amended.

With the approval of Resolution 25R35, the Town Administrator wages and applicable payroll deductions need to be amended to reflect the additional pay.

Community Development, as well as the Police Department were able to secure grant funding to help offset costs associated with the Trails & Parks Master Plan (PROST) as well as the building improvements completed on the Police Department. There was originally funds accounted for in 31-34-100 (Grants). That number has been updated to account for the return of the Senior Center funds. The expenses have also been updated accordingly for each.

Staff Recommendation

Staff Recommends the Board of Trustees approve Resolution 25R44 authorizing the amendment to the 2025 Budget.

Attachments
Resolution 25R44, A Resolution Amending the 2025 Budget
Budget Amendment Worksheet

RESOLUTION 25R44

A RESOLUTION AMENDING THE TOWN OF ELIZABETH'S BUDGET FOR FISCAL YEAR 2025

WHEREAS, Colorado Revised Statutes, 29-1-103 (1) of the Local Government Budget Law of Colorado ("Local Government Budget Law") requires local governmental entities to prepare and adopt an annual budget, and also addresses amendments to previously adopted budgets, and;

WHEREAS, notice of the proposed amendment of the 2025 budget was given by the Town in compliance with C.R.S. 29-1-106, and;

WHEREAS, the Town desires to appropriate additional funds for expenditures, and desires to amend accordingly, and;

WHEREAS, in compliance with Colorado Law and in transparency for the residents of the Town of Elizabeth, amendments should be made to the 2025 Approved Budget for the Town, and;

WHEREAS, in compliance with the provisions of the Local Government Budget Law regarding notice, objections, and hearing, a public hearing was held on the 2025 budget amendment on November 20, 2025.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. The 2025 budget of the Town of Elizabeth is hereby amended as set forth in **Exhibit 1**, attached hereto and incorporated by this reference.

SECTION 2. A certified copy of this resolution shall be filed with the Division of Local Government.

PASSED, APPROVED, and ADOPTED this 9th day of December 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

2025 Budget Changes

	Adopted 2025 Budget Amount	Modified 2025 Budget Amount	Notes
General Fund - Revenue			
10-32-1000 Franchise Tax	$110,000.00	$125,000.00	This is to help offset the revenue decrease for the Impact Fees to help in ensuring the appropriation of funds stays equal.
10-36-1000 Interest	$60,000.00	$140,000.00	This is to help offset the revenue decrease for the Impact Fees to help in ensuring the appropriation of funds stays equal.
10-36-7100 Police Impact Fee Revenue	$36,000.00	$10,000.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
10-36-7200 Public Bldg Impact Fee Revenue	$37,000.00	$23,000.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
10-36-7300 Parks Impact Fee Revenue	$12,000.00	$2,500.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
10-36-7400 Public Works Impact Fee Revenue	$64,000.00	$18,500.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
	$319,000.00	**$319,000.00**	**$0 No change.**
General Fund - Town Clerk			
10-41-3200 Contracted Services	$1,200.00	$17,800.00	This is to account for the compensation study that was completed per the Board Retreat.
10-41-9000 Other	$3,000.00	$9,500.00	This is to accurately reflect Merchant and Bank Fees that will have their own coding beginning 2026 budget year, as well as an accounts payable correction.
General Fund - Legislature			
10-43-1850 BOT - Train, Trvl, Lodg	$3,000.00	$5,400.00	This is to account for the Board of Trustees Planning Retreat expenses.
10-43-5250 IT - Contracted	$12,000.00	$14,500.00	This is to accurately reflect the cost of all BOT and PC computers and applications.
General Fund - Police			
10-46-1240 Contracted Overtime	$1,000.00	$3,000.00	This is to account for the additional requests for law enforcement at special events. The revenue is accounted for when received on the revenue side.
10-46-1300 Overtime	$20,216.00	$27,000.00	This is to account for the overtime pay for an officer in the Police Academy.
10-46-3675 Other Equipment	$0.00	$12,600.00	This is to account for tactical equipment needed for officers.
10-46-4800 Telephone & Internet	$17,000.00	$23,000.00	This is to account for the addition of Maverix Fiber monthly cost and the retro cost for 2024.
10-46-5250 IT - Contracted	$25,000.00	$40,000.00	This to account for the increase of costs for Cradle Points, Managed Services and additional subscriptions.
General Fund - Public Works/Parks/Buildings			
10-49-5400 Insurance	$3,500.00	$5,000.00	This is to account for the additional insurance cost of purchase of 601.
General Fund - Town Administrator			
10-52-1100 Salaries & Wages	$185,377.00	$316,000.00	This is to account for the approval of Resolution 25R35.
10-52-1600 FICA	$14,181.00	$15,100.00	This is to account for the approval of Resolution 25R35.
10-52-1700 Colo Unemployment	$556.00	$640.00	This is to account for the approval of Resolution 25R35.
General Fund - Comm Dev			

10-53-1100	Salaries & Wages - Comm Dev	$253,675.00	$155,000.00	This is to help offset the expense increases within the General Fund to help in ensuring the appropriation of funds stays equal as well as the vacant position of Director.
10-53-1500	Health Insurance	$66,573.00	$34,000.00	This is to help offset the expense increases within the General Fund to help in ensuring the appropriation of funds stays equal as well as the vacant position of Director.
		$606,278.00	**$678,540.00**	**$72,262 Over.**
Street Fund - Streets				
21-49-3650	Lights and Signals	$15,000.00	$20,000.00	This is to account for unexpected trouble shooting and repairs at the school intersection.
21-49-5405	Insurance	$4,400.00	$6,000.00	This is to account for the additional insurance cost of new vehicles and equipment.
		$19,400.00	**$26,000.00**	**$6,600 Over.**
Capital Improvement Fund - Revenue				
31-36-1000	Investment Income	$275,000.00	$356,000.00	This is to help offset the revenue decrease for the Grants and Other Revenue to help in ensuring the appropriation of funds stays equal.
31-34-1000	Grants	$200,000.00	$179,000.00	This is to account for the return of the Energy/Mineral Impact Assistance Fund Grant for the Senior Center, but also include the GoCo Grant for the PROST Plan and grant for PD Building Improvements.
31-36-9000	Other Revenue	$60,000.00	$0.00	This is to account for Impact Fees that are now designated by their own account codes.
		$535,000.00	**$535,000.00**	**$0 No change.**
Capital Improvement Fund - Capital Improvement Misc				
31-80-3410	Trails & Parks Master Plan	$50,000.00	$120,000.00	This is to account for the additional funds needed for the GoCo Grant requirements.
31-80-3450	Senior Center	$400,000.00	$0.00	This is to account for the return of the Energy/Mineral Impact Assistance Fund Grant for the Senior Center.
31-80-4020	PD Vehicles	$0.00	$53,000.00	This is to account for the purchase of the Morrison PD fleet.
31-80-5505	PD Building Improvements	$30,000.00	$89,000.00	This is to account for the additional work that is included with the grant.
		$480,000.00	**$262,000.00**	**-$218,000 Savings.**
Street Capital Improvement Fund - Capital Outlay				
32-49-9120	Main Street Streetscape	$1,525,000.00	$3,050,000.00	Matching Grant Funds.
		$1,525,000.00	**$3,050,000.00**	**$1,525,000 Over.**
Water Sewer Fund - Revenue				
52-34-4100	Water Sales	$770,000.00	$990,000.00	This is to help offset the revenue decrease for the Water Tap Fees & Renewable Water Fees to help in ensuring the appropriation of funds stays equal.
52-34-4200	Sewer Sales	$785,000.00	$890,000.00	This is to help offset the revenue decrease for the Water Tap Fees & Renewable Water Fees to help in ensuring the appropriation of funds stays equal.
52-34-8200	Sewer Tap Fees	$520,000.00	$550,000.00	This is to help offset the revenue decrease for the Water Tap Fees & Renewable Water Fees to help in ensuring the appropriation of funds stays equal.
52-34-8100	Water Tap Fees	$740,000.00	$420,000.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
52-34-8120	Renewable Water Fee	$330,000.00	$295,000.00	Development was anticipated to be more. Due to delays in projects, fees will not be paid in this budget year.
		$3,145,000.00	**$3,145,000.00**	**$0 No change.**
Water Sewer Fund - Water				
52-57-1300	Overtime	$2,465.00	$6,000.00	This is to account for overtime due to emergency repairs.
		$2,465.00	**$6,000.00**	**$3,535 Over.**

Water Sewer Fund - Sewer

52-58-1300 Overtime	$2,465.00	$6,000.00	This is to account for overtime due to emergency repairs.
	$2,465.00	**$6,000.00**	**$3,535 Over.**

TOWN OF ELIZABETH

To: Madam Mayor, Mayor Pro Tem and Board of Trustees
From: Hannah Bruce, Finance Officer
Date: December 9, 2025
Subject: Resolution 25R45, Amending Set Mill Levies for the 2026 Budget Year

Summary

Final Property Valuations were received from the county assessor on December 1, 2025, with some slight changes on a couple of valuations.

- Current year's total net assessed valuation decreased by $3,090 ($67,143,155 to $67,140,065).
- Current year increase in valuation due to new construction, if any, increased by $215,528 ($3,228,733 to $3,444,261).

Due to the changes in these valuations, the calculation for Mill Levies should be levied at **12.971** mills upon each dollar for the Town of Elizabeth for the year 2026. This is a slight increase of 0.04 mills (12.931 to 12.971).

Staff Recommendation

Staff recommends approving Resolution 25R45, A Resolution Amending Set Mill Levies for the 2026 Budget Year.

Attachments

Resolution 25R45, A Resolution Amending Set Mill Levies for the 2026 Budget Year

RESOLUTION 25R45

A RESOLUTION AMENDING SET MILL LEVIES FOR THE 2026 BUDGET YEAR

AN AMENDED RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF ELIZABETH, COLORADO, FOR THE 2026 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Elizabeth, has adopted the annual budget in accordance with the Local Government Budget Law, on November 20, 2025, and;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenues is $870,932 and;

WHEREAS, the estimated 2025 valuation for assessment for the Town of Elizabeth approved on November 20, 2025 was in the amount of $67,143,155, and;

WHERAS, the estimated 2025 valuation due to new construction for the Town of Elizabeth approved on November 20, 2025 was in the amount of $3,228,733, and;

WHEREAS, the estimated 2026 Mill Levy was calculated at 12.931 mills for all taxable property within the Town of Elizabeth for the year 2026, and;

WHEREAS, the 2025 valuation for assessment for the Town of Elizabeth as certified by the County Assessor is in the amount of $67,140,065, and;

WHEREAS, the 2025 valuation due to new construction for the Town of Elizabeth as certified by the County Assessor is in the amount of $3,444,261, and;

WHEREAS, the 2026 Mill Levy should be levied at 12.971 mills for all taxable property within the Town of Elizabeth for the year 2026;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

SECTION 1. That for the purpose of meeting all general operating expenses of the Town of Elizabeth during the 2026 budget year, there is hereby levied a tax of 12.971 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Elizabeth for the year 2026.

SECTION 2. That the Town Clerk is hereby authorized and directed to either immediately certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as herein above determined and set, or be authorized and directed to certify to the County Commissioners of Elbert County, Colorado, the mill levies for the Town of Elizabeth as

herein above determined and set based upon the final December certification of valuation from the County Assessor.

PASSED, APPROVED, and ADOPTED this 20th day of November 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

_____ County Tax Entity Code

RECERTIFICATION OF VALUATION BY
Elbert County **COUNTY ASSESSOR**

DOLA LGID/SID _____

New Tax Entity? ☐ YES ☒ NO

Date 11/25/2025

NAME OF TAX ENTITY: TOWN OF ELIZABETH

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025 :

1.	PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. $67,685,650
2.	CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. $67,140,065
3.	LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. $0
4.	CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. $67,140,065
5.	NEW CONSTRUCTION: *	5. $3,444,261
6.	INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. $0
7.	ANNEXATIONS/INCLUSIONS:	7. $1,369
8.	PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. $0
9.	NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9. $0
10.	TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. $78.84
11.	TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. $66,393.21

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution

* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Elbert County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025 :

1.	CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. $648,643,653
	ADDITIONS TO TAXABLE REAL PROPERTY	
2.	CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. $54,911,902
3.	ANNEXATIONS/INCLUSIONS:	3. $21,900
4.	INCREASED MINING PRODUCTION: §	4. $0
5.	PREVIOUSLY EXEMPT PROPERTY:	5. $339,482
6.	OIL OR GAS PRODUCTION FROM A NEW WELL:	6. $0
7.	TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. $288,700
	DELETIONS FROM TAXABLE REAL PROPERTY	
8.	DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. $0
9.	DISCONNECTIONS/EXCLUSIONS:	9. $0
10.	PREVIOUSLY TAXABLE PROPERTY:	10. $523,100

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:
TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY **$648,643,653**

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:
HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** **$123,808**

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

PROPERTY TAX REVENUE LIMIT CALCULATIONS WORKSHEET

("5.5%" limit in 29-1-301, C.R.S., and the TABOR limits, Art. X, Sec. 20(4)(a) and (7)(c), Colo. Const.)

The following worksheet can be used to calculate the limits on local government property tax revenue. Data can be found on the Certification of Valuation (CV) sent by the county assessor on August 25, unless otherwise noted. The assessor can revise the valuation one time before Dec. 10; if so, you must perform the calculation again using the revised CV data. (**Note for multi-county entities**: If a taxing entity is located in two or more counties, the mill levy for that entity must be the same throughout its boundaries, across all county boundaries (Uniform Taxation, Article X, Section 3, Colo. Const.). This worksheet can be used by multi-county entities when the values of the same type from all counties are added together.)

Version January 2021

Data required for the "5.5%" calculation (assessed valuations certified by assessor):

1.	Previous year's net total assessed valuation[1]	$	67,685,650
2.	Previous year's revenue[2]	$	817,973
3.	Current year's total net assessed valuation	$	67,140,065
4.	Current year's increases in valuation due to annexations or inclusions, if any	$	1,369
5.	Current year increase in valuation due to new construction, if any	$	3,444,261
6.	Total current year increase in valuation due to other excluded property[3]		
7.	"Omitted Property Revenue" from current year CV[4]	$	79
8.	"Omitted Property Revenue" from previous year CV[5]		
9.	Current year's "unauthorized excess revenue," if any[6]	$	35,881

Data required for the TABOR calculations (actual valuations certified by assessor):

10.	Previous year's revenue[7]	$	817,973
11.	Total actual value of all real property	$	648,643,653
12.	Construction of taxable real property	$	54,911,902
13.	Annexations/Inclusions	$	21,900
14.	Increase in mining production		
15.	Previously exempt property	$	339,482
16.	Oil or gas production from new wells		
17.	Taxable property omitted (from current year's CV)	$	288,700
18.	Destruction of Property improvements		
19.	Disconnections/Exclusions		
20.	Previously taxable property	$	523,100

21. Inflation _____

(The U.S. Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm) will not release this number, the Consumer Price Index (CPI) for the Denver-Boulder Area, until February of next year. Forecasts of this inflation figure are available at http://dola.colorado.gov/budgets.

[1] There will be a difference between **net** assessed valuation and **gross** assessed valuation only if there is a "tax increment financing" entity, such as a Downtown Development Authority or Urban Renewal Authority, within the boundaries of the jurisdiction.

[2] **For the "5.5%" limit only** (Part A of this Form), this is the **lesser** of: **(a)** the total amount of dollars **levied for general operating purposes** on the **net assessed valuation** before deducting any Temporary Tax Credit [if Form DLG 70 was used to certify levies in the previous year, this figure is on Line 1], or **(b)** last year's "5.5%" revenue limit.

[3] Increased production of a producing mine, previously exempt federal property, or new primary oil or gas production from any oil and gas leasehold or land. **NOTE: These values may not be used in this calculation until certified to, or applied for, by filing specific forms with the Division of Local Government** [forms can be found in the *Financial Management Manual* , published by/on the **State Auditor's Office web page** or contact the **Division of Local Government**].

[4] Taxes paid by properties that had been previously omitted from the tax roll. This is identified on the CV as **"taxes collected last year on omitted property as of Aug. 1."**

[5] This figure is available on the CV that you received from the assessor last year.

[6] This applies only if an "Order" to reduce the property tax revenue was issued to the government in the spring of the current year by the Division of Local Government, pursuant to 29-1-301(6), C.R.S.

[7] **For the TABOR property tax revenue limit only** (Part C of this form), use the previous year's TABOR limit or the property tax revenue **levied for general operating purposes**. This is a local option. DLG staff is available to discuss the alternatives.

A. Steps to calculate the "5.5%" Limit (refer to numbered lines on the previous page):

A1. Adjust the previous year's revenue to correct the revenue base, if necessary:

$ 817,973 (Line 2) + _____ (Line 8) = **A1.** $ 817,973 — Adjusted property tax revenue base

A2. Calculate the previous year's tax rate, based upon the adjusted revenue base:

$ 817,973 (Line A1) ÷ $ 67,685,650 (Line 1) = **A2.** 0.012085 — Adjusted Tax Rate[7] (round to 6 decimal places)

A3. Total the assessed valuation of all the current year "growth" properties:[8]

$ 1,369 (Line 4) + $ 3,444,261 (Line 5)

\+ _____ (Line 6) = **A3.** $ 3,445,630 — Total "growth" properties

A4. Calculate the revenue that "growth" properties would have generated:

$ 3,445,630 (Line A3) **X** 0.012085 (Line A2) = **A4.** $ 41,640 — Revenue from "growth" properties[9]

A5. Expand the adjusted revenue base (Line A1) by the "revenue" from "growth" properties:

$ 817,973 (Line A1) + $ 41,640 (Line A4) = **A5.** $ 859,613 — Expanded revenue base

A6. Increase the Expanded Revenue Base (Line A5) by allowable amounts:

[$ 859,613 (Line A5) **X** **1.055**[10]]

\+ _____ (DLG-Approved Revenue Increase) + _____ (Voter-Approved Revenue Increase[11]) = **A6.** $ 906,892 — Increased Revenue Base

A7. Current Year's "5.5%" Revenue Limit:

$ 906,892 (Line A6) - $ 79 (Line 7) = **A7.** $ 906,813 — Current Year's "5.5%" Revenue Limit[12]

A8. Reduce Current Year's "5.5%" Revenue Limit by any amount levied over the limit in the previous year:

$ 906,813 (Line A7) - $ 35,881 (Line 9) = **A8.** $ 870,932 — Reduced Current Year's "5.5%" Limit. This is the maximum allowed to be levied this year[13]

A9. Calculate the mill levy which would generate the Reduced Revenue Limit (Line A8):

$ 870,932 (Line A8) ÷ $ 67,140,065 (Line 3) X 1,000 = **A9.** 12.971 — Mill Levy (round to 3 decimals)

[7] If this number were multiplied by 1,000 and rounded to three decimal places, it would be the mill levy necessary in the previous year to realize the revenue in line A1.

[8] The values of these properties are "excluded" from the "5.5%" limit, according to 29-1-301(1)(a) C.R.S.

[9] This revenue is the amount that the jurisdiction theoretically would have received had those "excluded" or "growth" properties been on the tax roll in the previous year.

[10] This is the "5.5%" increase allowed in 29-1-301(1), C.R.S.

[11] This figure can be used if an election was held to increase property tax revenue **above the "5.5%"** limit.

[12] Rounded to the nearest whole dollar, this is the "5.5%" statutory property tax revenue limit.

[13] DLG will use this amount to determine if revenue has been levied in excess of the statutory limit.

Steps to calculate the TABOR Limit (refer to numbered lines on page one):[14]

B. TABOR "Local Growth" Percentage

B1. Determine net growth valuation:

$	55,561,984	- $	523,100	= $	55,038,884
Lines 12+13+14+15+16+17		Lines 18+19+20		Net Growth Value	

B2. Determine the (theoretical) valuation of property which was on the tax roll last year:

$	648,643,653	- $	55,038,884	= $	593,604,769
Line 11		Line B1			

B3. Determine the rate of "local growth":

$	55,038,884	÷ $	593,604,769	=	0.092720
Line B1		Line B2			Local Growth Rate (round to 6 decimal places)

B4. Calculate the percentage of "local growth":

0.092720	X 100	=	9.272%	
Line B3			(round to 3 decimal places)	

C. TABOR Property Tax Revenue Limit

C1. Calculate the growth in property tax revenue allowed:

$	817,973	X	9.272%	= $	75,842
Line 10[15]		Line B4 + line 21			Increase allowed

C2. Calculate the TABOR property tax revenue limit:

$	817,973	+ $	75,842	= $	893,815
Line 10[15]		Line C1			TABOR Property Tax Revenue Limit

C3. Calculate the mill levy which would generate the TABOR Property Tax Revenue Limit (Line C2):

[$	893,815	÷ $	67,140,065	] X 1,000	=	13.312
Line C2		Line 3				Mill Levy (round to 3 decimal places)

D. Which One To Use? There is general agreement among practitioners that the most restrictive of the two revenue limits ("5.5%" or TABOR) must be respected, disallowing the levying of the greater amount of revenue which would be allowed under the other limit. Therefore, one must decide which of the two limits is more restrictive.

Compare Line A7 (Current Year's 5.5% Revenue Limit) to Line C2 (TABOR Property Tax Revenue Limit). The lesser of the two is the more restrictive revenue limit.

NOTE: TABOR(4)(a) requires prior voter approval to levy a mill levy above that of the prior year. This is a third limit on property taxes that must be respected, independent of the two revenue limitations calculated above. **If the lesser of the two mill levies in A9 and C3 is more than the levy of the prior year, it is possible that neither of the revenue amounts may be generated, and that revenues must be lowered to comply with this third limit.**

[14] This section is offered as a guideline only. The Division is required by law to enforce the "5.5%" limit, but does not have any authority to define or enforce any of the limitations in TABOR.

[15] **NOTE: For the TABOR property tax revenue limit only** (Part C of this form), use the previous year's TABOR limit or the property tax revenue **levied for general operating purposes**. This is a local option. DLG staff is available to discuss the alternatives.

OTHER LEVIES:

Capital Expenditure Levy

Under the "5.5%" limit, additional revenue greater than that on Line A8 may be levied for capital expenditures, if the specific procedures in 29-1-301(1.2) [counties or municipalities] or 29-1-302(1.5), C.R.S. [special districts or towns under 2000 in population] are followed, or an election is held for this purpose. If such a levy is made, it and the revenue resulting from it must be certified to the county as a separate levy on the Line 5 of Form DLG 70. The amount of revenue derived from this capital levy will not accrue to the "base" upon which next year's calculation will be made.

Refund/Abatement Levy

The refund and abatement revenue, reported by the County Assessor to some local governments on the "Certification of Assessed Valuation" is **not** part of either property tax revenue limitation. This figure, if any, represents revenue that the jurisdiction should have received, but did not. The local government **may** certify mills sufficient to generate the refund and abatement revenue amount[16] in excess of the ones calculated for the property tax revenue limitation. This is an **optional levy** and will not accrue to the base for subsequent years' limit calculations. It can be entered on Line 6 of Form DLG 70 for certifying all levies.

Temporary Tax Credit/Mill Rate Reduction

A temporary mill levy reduction can be made, in order to effect a refund of tax revenue (39-1-111.5 and 29-1-301(6), C.R.S.). If used, it should be certified as a separate levy on Line 2 of Form DLG 70, when certifying tax levies to the County Commissioners.

Annual Incentive Payments

The "5.5%" revenue limitation may be exceeded by **counties** and **municipalities** by the total amount of annual incentive payments made by the local government in accordance with agreements negotiated with certain private business taxpayers pursuant to 30-11-123(6) C.R.S. [counties] and 31-15-903(5) C.R.S. [municipalities]. This is an optional levy and will not accrue to the base for subsequent years' limit calculations. It should be certified to the county commissioners as an "Other levy" on Line 7 of Form DLG 70.

Reappraisals Ordered by the State Board of Equalization

The "5.5%" revenue limitation may be exceeded by counties to pay for the reappraisal of classes or subclasses ordered by or conducted by the State Board of Equalization (29-1-301(1)(a) C.R.S. This levy should be certified as an "Other levy" on Line 7 of Form DLG 70.

Payment to the State for Excess State Equalization Payments.

The "5.5%" revenue limit may be exceeded by counties to make payments to the state when excess state equalization payments are made to school districts due to the undervaluation of taxable property (29-1-301(1)(a) C.R.S. This levy should be certified as an "Other levy" on Line 7 of Form DLG 70.

NOTE: for assistance in using this form, understanding its terms, or suggested improvements, please contact Cynthia Thayer at the Division of Local Government: ☎(303) 864-7720; Email address: cynthia.thayer@state.co.us.

[16] 29-1-301(1), C.R.S. and a 1994 Supreme Court case both allow the levying of an amount of revenue above the revenue limits without an election to recoup revenue which was lost in the previous year due to abatements and refunds which might have been granted by various boards and courts. So, for example, if an entity levies $10,000 in one year, but only received $9,000 due to a $1,000 tax abatement granted by a District Court, it could levy an additional $1,000 above either the A5.5%@ or TABOR revenue limitation in the following year to offset the loss of revenue.

TOWN OF ELIZABETH

To: Honorable Mayor, Mayor Pro Tem, and Board of Trustees
From: Harmony Malakowski, Deputy Town Clerk
Date: 12/9/2025
Subject: Resolution 25R46

Background
On November 22, 2005, the Board of Trustees adopted Resolution 05R17, establishing a Town of Elizabeth Website Policy. In the twenty years since adoption, website usage and technology laws have changed substantially. With the buildout of our new website and the adoption of current digital accessibility laws and standards, Staff felt it was a good time to update the Town's Website Policy. This policy has been reviewed by the Town Attorney and approved to form.

Once adopted, this policy will be available on the Town's website.

Staff Recommendation
Staff recommend approval of Resolution 25R46, a Resolution Repealing Resolution 05R17 and Establishing a New Website Policy.

Attachments
Resolution 25R46
Updated Draft Website Policies, Disclaimers, and Notices
Resolution 05R17

RESOLUTION 25R46

A RESOLUTION REPEALING RESOLUTION 05R17 REGARDING THE TOWN OF ELIZABETH WEBSITE POLICY AND ESTABLISHING A NEW WEBSITE POLICY

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. On November 22, 2005, by means of Resolution 05R17, the Board of Trustees for the Town of Elizabeth approved the Town of Elizabeth website policy.

Section 2. By and through this Resolution 25R46, the Resolution 05R17 is hereby repealed.

Section 3. The Board of Trustees of the Town of Elizabeth hereby adopts the new 2025 Town of Elizabeth Website Policies, Disclaimers, and Notices, attached hereto as **Exhibit A**, and incorporated herein by this reference.

PASSED, APPROVED, and ADOPTED this 9th day of December 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

Website Policies, Disclaimers, and Notices

V01

Town of Elizabeth
Clerk's Office
Created September 2025

Purpose:

This policy describes the standards and guidelines by which the Town manages information on the Town of Elizabeth website.

Website Policy

The Town of Elizabeth operates and maintains the Town's official website to provide citizens, businesses, and visitors with information about Town programs, services, projects, issues, events, and activities. This information is intended to offer quick, convenient, and easy access for those wishing to learn about the Town of Elizabeth. The Town website is administered and maintained by Town staff. Town Staff update the website regularly, and every effort has been made to ensure the accuracy of the information provided on the site. The information is provided as a public service, and the Town of Elizabeth assumes no liability for any inaccuracies the website may contain. Please feel free to reach out to the Town Clerk's office about any errors you discover on the website. Content is subject to change without notice from the Town as a result of updates and corrections.

Links Policy

The Town of Elizabeth may select links to outside websites that offer helpful resources for users. Links may include federal, state, or local government agencies or quasi-governmental organizations, libraries, school districts and other similar non-profit entities, as well as reference sites. These outside webpages are not under the control of the Town of Elizabeth. Users should be aware that these third-party sites and the information found on these sites are not controlled by, provided by, or endorsed by the Town of Elizabeth, and the Town is not responsible for the content that appears on these outside links. The Town provides these links as a convenience only. Users who access these sites do so of their own free will and at their own risk.

Links to external content on the Town of Elizabeth's website will be permitted at the Town's sole discretion and placed appropriately as determined by the Town of Elizabeth. The Town of Elizabeth reserves the right to disregard any outside link solicitations.

Removal of Links: Links to other websites may be removed or replaced at the sole discretion of the Town of Elizabeth at any time without notice.

Links by other entities to the Town of Elizabeth's Website: It is not necessary to get advance permission to link to the Town of Elizabeth website. However, be aware that the website content and URLs may change at any time without notice. Entities and individuals linking to the Town of Elizabeth's website may not capture any of the Town's webpages within frames, present Town of Elizabeth content as their own, or otherwise misrepresent the Town of Elizabeth website content. Furthermore, they shall not misinform users about the origin or ownership of the Town of Elizabeth website content.

Usage Policy

The Town of Elizabeth's website is intended specifically to share information about Town programs, events, and services. From time to time, we receive requests from outside agencies to include details on events coordinated by these outside agencies. Our policy is to include information only on those events and programs that are coordinated and/or sponsored by the Town of Elizabeth. Any exceptions to this usage will only be considered by and with express permission from the Town Administrator. We encourage users to create an account and post their events on the Elizabeth Main Street website found at www.elizabethmainstreet.org.

Town of Elizabeth Municipal Code Disclaimer

For the public's convenience, the Town website includes an electronic version of the Town of Elizabeth municipal code provided through an outside link to MuniCode.com. While every attempt is made to keep the online version of the code current, the Town Board of Trustees periodically passes ordinances that supersede or modify the ordinances included in the online version. This site is intended for general reference only and should not be used in the preparation of official legal documents. Anyone using the online version of the Municipal Code is advised to contact the Town Clerk's office with any questions regarding the code.

Privacy Policy

The privacy of the Town of Elizabeth's website visitors is important to the Town. The Town will use the utmost discretion with the use of personal information obtained through the website. If a user sends the Town an electronic mail message that contains personally identifying information, or if a user fills out a form online, the Town will use this personal information to respond to a request. While the Town will make every effort to protect your personal information, sharing any information via the Internet is not without risk and you are encouraged to use discretion when sharing personal information electronically. As a governmental agency, the Town of Elizabeth is governed by the Open Records laws. Your email address and other identifying information may be subject to these open records laws if requested. In addition, certain email may constitute a public record and is subject to disclosure under state law. Otherwise, we do not share personal identifying information with any third party without your permission. The Town may track the traffic patterns on its website from information automatically provided by the browsers of site visitors. This information may include the IP address of your computer or network, the date, time, and page you visited on our site, your browser and operating system. This information is used by Town staff to analyze data, measure server performance, and improve the content of our website.

ADA Access

The Town of Elizabeth is committed to compliance with the Americans with Disabilities Act (ADA). Upon request, the Town of Elizabeth will make reasonable accommodations to provide

individuals who have disabilities access to information regarding Town services, programs, or activities set forth on the Town's website. You can learn more about the Town's digital accessibility policies and plan on the Town's website by clicking on the Accessibility/ADA link.

Legal Notice

Communication made through the website Connect With Us email or any other online messaging system shall in no way be deemed to constitute legal notice to the Town of Elizabeth or any of its officers, employees, agents, or representatives where notice to the Town is required by any law, rule, regulation, or contract.

Jurisdiction Notice

The materials provided on the Town of Elizabeth's website are intended for public use on computer systems located primarily within the Town of Elizabeth and for the benefit of visitors, businesses, and/or potential businesses and residents. By using any website published and/or sponsored by the Town of Elizabeth, including any linked materials or other websites or pages from this site (collectively the "website") the user agrees that any and all claims or disputes arising out of or in any way related to the website or materials/information obtained therefrom including but not limited to claims regarding website accessibility or accuracy of information, shall be governed by the laws of the State of Colorado and any lawsuit resulting therefrom shall be filed in District Court located in Elbert County, Colorado.

Copyright Policy

All information and materials provided on this website are the property of the Town of Elizabeth. The Town retains copyright on all text, graphic images, and other content found on the website. Use of the Town logo is prohibited for any non-governmental purpose. Commercial use of text, logos, photos, and other graphics is prohibited without the express written permission of the Town of Elizabeth. The Town of Elizabeth reserves all other rights.

RESOLUTION 05R17

A RESOLUTION ESTABLISHING A TOWN OF ELIZABETH WEB SITE POLICY

WHEREAS, The Town of Elizabeth operates and maintains a website; and

WHEREAS, The Town of Elizabeth wishes to provide standards and guidelines by which to manage the information on this website; and

WHEREAS, The Town of Elizabeth has established this website for the primary purpose of providing information to the public; and

WHEREAS, the Town of Elizabeth wishes to provide information regarding services available to the public from other governmental agencies and private organizations;

Section shall be added to the Elizabeth Policy and Procedures:

Purpose

Privacy Policy

Town Links to External Websites

External Website Links to Town Website

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

PURPOSE

(A) The Town of Elizabeth Website Use Policy describes the standards and guidelines by which the Town manages information on the Town of Elizabeth website. The Town has established this website for the primary purpose of providing information to the public regarding services available to the public from Town government, as well information regarding services available to the public from other governmental agencies and private organizations that are in legal partnership with the Town.

(B) While the Town attempts to keep its website accurate and timely, the Town neither warrants nor makes representations or endorsements as to the accuracy, quality, content, or completeness of the content on the site. Content is subject to change without notice from the Town as a result of updates and corrections.

(C) The Town of Elizabeth website is transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of fitness for a particular purpose. The Town is neither responsible nor liable for any viruses or contaminations of a web visitor's hardware, software, peripherals, or properties nor for any delays, inaccuracies, errors, or omissions resulting from use of or with respect to the material contained on its website, including but not limited to, any material posted on (or linked to from) the Town of Elizabeth website. The Town is not responsible for any special, indirect, incidental, or consequential damages that may arise from the use of, or the inability to use, the site and/or the materials contained on the site whether the materials contained on the site are provided by the Town of Elizabeth, or a third party.

(D) The Town of Elizabeth's website is maintained for the exclusive use and control of the Town of Elizabeth in communicating matters of general public interest over the Internet as outlined above. The Town is not establishing a forum for others to provide information through the website.

(E) It is important for users of the Town's website to understand that messages transmitted via the Internet are not always reliable. The Town does not warrant or in any way insure, assure, or guaranty that messages or information transmitted via the Internet will arrive at their intended destination(s), nor may the Town indemnify any party for any resulting loss or damages. Therefore, if you want or need to provide the Town with an official legal notice or public comment, the Town strongly recommends that you confirm the Town's actual receipt of your communication via telephone. It you have any question as to the appropriate Town official to whom a communication should be addressed, please contact the Town Clerk.

(F) The Town of Elizabeth is committed to maintaining access for persons with disabilities. The website meets the World Wide Web Consortium's "Web Content Accessibility Guidelines 1.0." Reasonable accommodations regarding equal access to information will be provided upon request to the Town of Elizabeth Public Information Officer.

(G) The Town expects to update the website and this Website Use Policy on a regular basis in order to incorporate improvements over time. As updates to this policy are adopted, archived versions of older policies will be maintained by the Town Clerk in accordance with the Town's records retention policy.

PRIVACY POLICY

(A) The Town of Elizabeth recognizes and respects your right to privacy regarding personal identifying information revealed to the Town through your use of the Town's website. This privacy policy explains the Town's practices for collecting personal identifying information from the Town's website, and the choices you can make that determine how your personal identifying information is collected and used by the Town organization. For the purpose of this privacy policy, the Town will use the term "identity information" to refer to information that identifies you individually, including your name, phone number, personal financial information, email address, or physical address.

(B) The Town will not release identity information without either: (1) the consent of the person providing the information, or (2) a court order. However, it is important to understand that the Town has obligations to provide public access to "public records" under the Colorado Public Records Law (Colorado Revised Statutes, TITLE 24 - ARTICLE 72 -Public (Open) Records). Thus, while the Town will make every effort to protect the privacy of your identify information consistent with the requirements of the Colorado Public Records Law, there may be portions of your communications that the Town will be required to reveal to the public if requested.

(C) The Town receives identity information from customers through the Town website through a variety of online forms (e.g. the Contact Us page) and transactional applications (e.g. Online Bill Pay). The primary reason that the Town collects and maintains citizen information is to serve you and administer your customer relationship with the Town.

(D) The Town values opinions and comments from citizens, so it may occasionally conduct online surveys. Participation in these surveys is entirely optional. Typically, the information is aggregated and used to record citizen opinions on important community issues. Survey participants are anonymous unless otherwise stated in the survey.

(E) The Town tracks web server log files in order to create aggregate statistical reports, detect errors, and maintain security. These reports do not contain any personally identifiable information of users outside the Town network.

(F) The Town may use identity information collected to distribute information about Town services.

(G) The Town of Elizabeth provides users the opportunity to opt-out of receiving communications from the Town and/or to restrict the type of information they receive by contacting the Town Clerk.

(H) If you have any questions about the Town of Elizabeth's online privacy practices, please contact the Town Clerk.

TOWN LINKS TO EXTERNAL WEBSITES

(A) The purpose of this policy is to identify the criteria and conditions by which the Town provides links to external websites. Consistent with the Town's overall Website Use Policy, the Town's primary purpose for linking to external websites is to provide information regarding Town services available to the public, as well as information regarding services available to the public from other governmental agencies and private organizations in legal partnership with the Town. Thus, the Town is not establishing a forum for others to provide information. Rather, the Town is providing information to direct website users to resources outside the Town that are complementary to and in support of the services provided by the Town.

(B) This policy governs the creation of implied or explicit links to external websites from images, notices, and other communications on the Town of Elizabeth website. Such links include:

(1) Hyperlinks activated by clicking on an image or text, leading to a web page that does not reside on the Town of Elizabeth website (explicit);

(2) Mention of a URL address providing users with the address of a web page that does not reside on the Town of Elizabeth website (implied), or;

(3) Any other explicit or implied facilitation of movement from the Town of Elizabeth website to another web page that does not reside on the Town of Elizabeth website.

(C) The Town may establish links on the Town website to external sites, provided that each external site meets at least one of the following criteria:

(1) Other government agencies, including federal, state, county, regional, public schools, and special districts.

(2) Organizations that receive sponsorship from with the Town of Elizabeth in the form of a financial grant, or a written contract by which the Town provides services in collaboration with the organization to achieve a mutual goal related to the Town's governmental purpose.

(3) Private utilities that have a franchise from the Town of Elizabeth by which the Town regulates or monitors customer service issues.

(4) Local and regional economic development organizations that assist the Town in promoting businesses throughout Elizabeth: the Elizabeth Chamber of Commerce.

(5) Sites providing directional and climatic information.

(D) The linked sites are not under the control of the Town of Elizabeth and the Town of Elizabeth is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The Town of Elizabeth is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by the Town of Elizabeth or any association with their operators.

(E) All links to external sites will open in a new browser window, and will meet accessibility guidelines. Other than links to other governmental agencies, all links to external sites must be approved by the Town Administrator.

EXTERNAL LINKS TO TOWN WEBSITE

(A) A site that links to the Town of Elizabeth website:

(1) Should not misrepresent its relationship with Town of Elizabeth. This includes:

a) Do not create a browser or border environment around Town of Elizabeth content.

b) Do not use the Town of Elizabeth logo without permission from the Town of Elizabeth.

(2) Should not imply that Town of Elizabeth is endorsing it or its products.

(3) Should not present false information about Town of Elizabeth services.

(4) The Town of Elizabeth is not obligated to link to an external site that provides a link to the Town of Elizabeth website.

NOW, THEREFORE, the Board of Trustees of the Town of Elizabeth hereby resolves to amend the Elizabeth Town Regulations Manual as presented above.

PASSED, APPROVED, and ADOPTED this 22nd day of November, 2005, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of 5 for and 1 against.

Wendell C Wilson
Wendell C. Wilson, Mayor

ATTEST

Serena L Brooks
Serena L. Brooks, Town Clerk

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

TO: Mayor, Mayor Pro-Tem, and Town Board of Trustees
FROM: Mike DeVol, Town of Elizabeth Public Works Director
DATE: November 9,2025
SUBJECT: Hillside Paving and Park Project Discussion and Direction

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Madam Mayor, Mayor Pro-Tem, and Board of Trustees,

Public Works wishes to discuss and receive directions for the paving and park project for Hillside Subdivision within the Town of Elizabeth. Please see the attached Request for Proposal (RFP), engineered drawings, water and sewer drawings, elevation profile drawings for drainage at curb and gutters, soils testing and storm water drainage. The proposed RFP release date is early January 2026, with an award of construction in March 2026 and a project completion of October 2026.

Regards,

Mike DeVol
Town of Elizabeth
Public Works Director
303-913-6453
mdevol@townofelizabeth.org

HILLSIDE IMPROVEMENTS

HILLSIDE FILINGS 1-3 & ELIZABETH VILLAGE
WITHIN THE SW QUARTER OF SECTION 7, T8S, R64W, 6TH P.M.,
TOWN OF ELIZABETH, ELBERT COUNTY, COLORADO

OWNER
TOWN OF ELIZABETH
151 S BANNER ST
P.O. BOX 159
ELIZABETH, CO 80107
CONTACT: MIKE DEVOL
MDEVOL@TOWNOFELIZABETH.COM

ENGINEER
TERRACINA DESIGN
10200 E. GIRARD AVE., SUITE
A-314
DENVER, CO 80231
CONTACT: MARTIN METSKER
303.632.8867
MMETSKER@TERRACINADESIGN.COM

SURVEYOR
AZTEC CONSULTANTS
300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122
(303) 713-1898
CONTACT: MIKE NOFFSINGER

FIRE DEPARTMENT
ELIZABETH FIRE PROTECTION
DISTRICT
155 WEST KIOWA AVE.
P.O. BOX 441
ELIZABETH, CO 80107
(303) 646-3800

GAS COMPANY
BLACKHILLS ENERGY CORP.
1769 PARK STREET
CASTLE ROCK, CO 80109
(303) 217-7817
EMERGENCY: 800-694-8989

ELECTRIC COMPANY
CORE ELECTRIC COOPERATIVE
5496 N. US HWY 85
SEDALIA, CO 80135
(303) 688-3100

CABLE COMPANY
COMCAST / XFINITY
CASTLE ROCK, CO 80104
1-800-266-2278
1-800-934-6489

PHONE COMPANY
CENTURY LINK
200 S WILCOX STREET
CASTLE ROCK, CO 80104
855-263-9576



VICINITY MAP

0 1000' 2000'

1 inch = 1000'

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 89°12'42" WEST, A DISTANCE OF 2642.37 FEET.

BENCHMARK
PROJECT BENCHMARK (AZTEC #400):
PROJECT BENCHMARK IS A NGS MONUMENT DESIGNATION H 53 (POINT ID KK0312). SAID MONUMENT IS AN NGS STANDARD DISK SET ON THE TOP OF A CONCRETE PORCH, STAMPED "H 53 1934." MONUMENT IS LOCATED ON 188 S. MAIN ST., NORTH EAST SIDE OF THE FORMER BANK, 4 FT EAST OF THE CENTERLINE OF SIDEWALK AND 5 INCHES NORTH OF A BRICK PILLAR.
NGS PUBLISHED ELEVATION = 6451.58 FT (NAVD 88)

SHEET INDEX

NO	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	OVERALL SITE PLAN
4	ASPHALT REMOVAL & REPLACEMENT PLAN
5	EXISTING SITE & DEMO PLAN (1 OF 4)
6	EXISTING SITE & DEMO PLAN (2 OF 4)
7	EXISTING SITE & DEMO PLAN (3 OF 4)
8	EXISTING SITE & DEMO PLAN (4 OF 4)
9	ROAD PLAN (1 OF 4)
10	ROAD PLAN (2 OF 4)
11	ROAD PLAN (3 OF 4)
12	ROAD PLAN (4 OF 4)
13	ROAD P&P - CHELSEA CT CDS & INT 01
14	ROAD P&P - ZANE CT CDS & INT 02
15	ROAD P&P - RUSHMORE ST SE & INT 03 & 04
16	ROAD P&P - RUSHMORE ST NE
17	ROAD P&P - RUSHMORE ST NE
18	ROAD P&P - LINCOLN ST & INT 05
19	ROAD P&P - LOGAN ST & LIONEL LN S CDS
20	ROAD P&P - LIONEL LN
21	ROAD P&P - LIONEL LN NE
22	ROAD P&P - INT 06 & 07
23	UTILITY PLAN (1 OF 5)
24	UTILITY PLAN (2 OF 5)
25	UTILITY PLAN (3 OF 5)
26	UTILITY PLAN (4 OF 5)
27	UTILITY PLAN (5 OF 5)
28	STORM P&P - STORM 01
29	WATER P&Ps - WATER 01
30	WATER P&Ps - WATER 02 & 03
31	DETAILS
32	DETAILS
33	DETAILS
34	DETAILS
35	WADE PARK LANDSCAPE PLAN

PROFESSIONAL ENGINEER CERTIFICATION
THESE CONSTRUCTION PLANS FOR THE HILLSIDE IMPROVEMENTS WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF ELIZABETH DESIGN REVIEW STANDARDS AND GUIDELINES, WATER AND SEWER STANDARDS, STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA, AND THE GRADING, EROSION AND SEDIMENT CONTROL MANUAL.

MARTIN METSKER, PE #41743 DATE
TERRACINA DESIGN
10200 E. GIRARD AVE., SUITE A-314
DENVER, CO 80231
PHONE (303) 632-8867 EXT.110

TOWN OF ELIZABETH
Approved
DATE _____
PROJECT _____
SIGNED _____
THESE CONSTRUCTION DOCUMENTS ARE APPROVED FOR 2 YEARS FROM THIS APPROVAL DATE.

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
ph: 303.632.8867

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
COVER SHEET

Know what's below. Call before you dig. 811

SHEET 1 OF 35

12/2/2025 3:17 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS COVER - HILLSIDE.DWG 1

GENERAL NOTES:

1. UNLESS OTHERWISE MODIFIED HEREIN, ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE GOVERNING MUNICIPALITY, DISTRICT, AGENCY OR ENTITY. IF THE GOVERNING MUNICIPALITY, DISTRICT, AGENCY OR ENTITY DOES NOT HAVE A STANDARD, AN APPLICABLE STANDARD FROM THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)STANDARDS (M &S STANDARDS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION) SHALL BE ADHERED TO. FURTHER ALL OTHER APPLICABLE STATE AND FEDERAL REGULATIONS ARE TO BE FOLLOWED. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS OR REGULATIONS, THE MOST RESTRICTIVE STANDARD SHALL APPLY.
2. ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
3. EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED UPON THE BEST INFORMATION AVAILABLE AS SUPPLIED BY SURFACE EVIDENCE AND UTILITY COMPANY MAPS. UTILITIES THAT EXIST MAY NOT BE SHOWN HEREIN. THE SIZE, LOCATION, TYPE AND NUMBER OF UTILITY SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND NOTIFICATION OF ANY DISCREPANCY SHALL BE MADE TO THE OWNER AND ENGINEER BEFORE ANY OTHER WORK IS PERFORMED.
4. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO(UNCC) AT 811, AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING,TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH / IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THERE SPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO BEGINNING EXCAVATION OR GRADING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED.
6. A STATE CONSTRUCTION DEWATERING WASTEWATER DISCHARGE PERMIT IS REQUIRED IF DEWATERING IS REQUIRED IN ORDER TO INSTALL UTILITIES OR WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH OR ANY WATERS OF THE UNITED STATES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF JOB SITE SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
8. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE DESIGNER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE AS-BUILT RECORD DRAWINGS.
9. IF, DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE DEVELOPER SHALL CONTACT THE DESIGNER AND THE LOCAL ENTITY ENGINEER IMMEDIATELY.
10. THE CONTRACTOR SHALL REFER TO AN APPROVED GEOTECHNICAL STUDY FOR ADDITIONAL INFORMATION PERTAINING TO THE SITE CONSTRUCTION, MATERIALS AND PAVEMENTS.
11. CONTRACTOR SHALL REFER TO THE APPROVED EROSION CONTROL MANAGEMENT PLAN FOR IMPLEMENTATION OF BEST MANAGEMENT PRACTICES TO MINIMIZE OR ELIMINATE EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.

PAVING, SIGNING & STRIPING NOTES:

1. PAVING OF PUBLIC STREETS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY CRITERIA.
2. ALL ONSITE CURB AND GUTTER IS 4-IN VERTICAL WITH 1-FT SPILL PAN UNLESS OTHERWISE INDICATED.
3. ON SITE SIDEWALK SHALL BE 4-IN THICK MIN. AND 6-IN THICK (MIN) IF IT CROSSES A DRIVING SURFACE).
4. CONCRETE PAVING JOINTS SHALL BE IN CONFORMANCE WITH GOVERNING AGENCY ROADWAY STANDARDS OR. IN THE ABSENCE OF A STANDARD, THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) M & S STANDARDS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. UNLESS SPECIFICALLY DETAILED ON THESE PLANS AND REFERENCED TO AN APPROVED GEOTECHNICAL STUDY, THESE PLANS DO NOT DETAIL THE REQUIRED PAVING SECTIONS.
6. SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH CDOT CRITERIA AND COMPACTED TO 95% OPTIMUM DENSITY IN ACCORDANCE WITH AASHTO T-99, UNLESS FURTHER RESTRICTED BY THE APPROVED PAVING DESIGN.
7. ALL PAVEMENT IS ASPHALT UNLESS OTHERWISE INDICATED. NO CONTRACTION OR EXPANSION JOINTS SHALL BE LOCATED WITHIN TWELVE INCHES (LONGITUDINALLY) OF THE FLOWLINE.
8. CONCRETE FOR DRIVING SURFACES SHALL BE CDOT CLASS P UNLESS OTHERWISE INDICATED OR APPROVED BY THE ENGINEER.
9. TOOLED OR SAWED CONTRACTION JOINTS AT 8-FT ON CENTER (MAX) OR AS SHOWN ON PLAN.
10. ALL CONCRETE JOINTS PER CDOT STANDARDS.
11. ALL EXPANSION JOINTS SHALL BE SEALED PER CDOT STANDARDS.
12. ALL NEW OR RELOCATED STREET/TRAFFIC SIGNS SHALL BE INSTALLED PER CURRENT GOVERNING MUNICIPALITY STANDARDS.
13. SIGNAGE AND STRIPING SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS. IN THE ABSENCE OF A STANDARD IT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION.
14. STRIPING OUTSIDE OF THE RIGHT-OF-WAY SHALL BE EPOXY PAINT. SYMBOLS SHALL BE METHYL METHACRYLATE, HOT APPLIED THERMOPLASTIC (90 MIL), PREFORMED PLASTIC (90 MIL) OR INLAYED TAPE (STAMARK), OR APPROVED EQUAL.

DEMOLITION NOTES:

1. THE WORK GENERALLY INCLUDES REMOVAL/DEMOLITION OF INDICATED EXISTING SURFACE FEATURES (I.E. STRUCTURES, CURB, GUTTER, DRAINAGE STRUCTURES, ASPHALT, LIGHTS, VEGETATION, ETC.) AND UNDERGROUND UTILITIES (I.E. ELECTRIC LINES, GAS LINES, FIBER OPTIC LINES, DRAINAGE LINES, ETC), WITHIN THE PROPERTY BOUNDARY. NO WORK UNLESS SPECIFICALLY NOTED SHALL BE OUTSIDE OF THE SUBJECT PROPERTY. SEE PLANS FOR LIMITS OF REMOVAL/ DEMOLITION.
2. LIMITS OF REMOVAL SHOWN ARE APPROXIMATE.
3. CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS INCLUDING SITE SAFETY FOR ALL ASPECTS OF DEMOLITION INCLUDING OPERATION WITHIN THE REGULATIONS OF GOVERNING AGENCIES.
4. ALL UNDERGROUND STORM SEWER, WATER, SANITARY SEWER, GAS, ELECTRIC, OTHER UTILITY LOCATIONS, AND EXISTING SITE APPURTENANCES ARE BASED ON THE ALTA SURVEY PREPARED FOR THE SITE AND ARE TO BE CONSIDERED APPROXIMATE ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. ALL ITEMS NOTED AS "REMOVE" SHALL BE DEMOLISHED/REMOVED FROM THE SITE. ALL ITEMS NOTED "VERIFY/REMOVE" SHALL BE REMOVED ONLY AFTER VERIFICATION THAT THE UTILITY IS NO LONGER NEEDED TO PROVIDE SERVICE TO ANY ADJACENT PROPERTIES OR USERS. COORDINATE WITH LOCAL UTILITY PROVIDER. ALL ITEMS NOTED FOR REUSE SHALL BE REPLACED AS DIRECTED. HOWEVER, THE GOVERNING AGENCY (IN THE INSTANCE OF PUBLIC INFRASTRUCTURE) OR THE ENGINEER SHALL DETERMINE IF THE ITEM IS IN ADEQUATE CONDITION TO BE REUSED.
6. ITEMS TO BE REUSED SHALL BE REMOVED AND SAFELY STORED AS NECESSARY PRIOR TO REPLACEMENT.
7. UNLESS SPECIFICALLY DIRECTED, THE CONTRACTOR SHALL DISPOSE OF CONCRETE, ASPHALT RUBBLE AND ANY OTHER DEMOLISHED/ REMOVED MATERIALS OFFSITE.
8. CONTRACTOR SHALL DISPOSE OF AND TRANSPORT DEBRIS TO OFFSITE IN A SAFE AND LEGAL MANNER AND SHALL NOT STORE OR BURN MATERIALS ONSITE. CONTRACTOR SHALL HANDLE AND DISPOSE OF ALL DEBRIS IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS. DISPOSAL SHALL BE TRANSPORTED TO AN APPROVED LANDFILL OR OTHER APPROVED FACILITY.
9. CONCRETE SHALL BE REMOVED TO THE NEAREST JOINT.
10. THE CONTRACTOR SHALL VERIFY ALL UTILITIES HAVE BEEN DISCONNECTED AS REQUIRED FOR THE WORK.
11. CONTRACTOR SHALL ERECT BARRIERS, FENCES, GUARDRAILS, ENCLOSURES, ETC. TO PROTECT THE SITE AND IN ACCORDANCE WITH THE EROSION CONTROL PLAN.
12. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL (SIGNS, BARRICADES, FLAGMEN, LIGHTS, ETC) IN ACCORDANCE WITH THE MUTCD, CURRENT EDITION, AS REQUIRED FOR THE WORK.
13. CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR DEMOLITION OF WORK SHOWN.
14. CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION AND BENCHMARK(S). CONTRACTOR SHALL HAVE A LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THE CONTRACTOR'S COST.
15. CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, FEATURES, IMPROVEMENTS, AND UTILITIES (OVERHEAD OR UNDERGROUND) AT ALL TIMES DURING DEMOLITION AND CONSTRUCTION NOT INTENDED TO BE REMOVED OR DEMOLISHED. CONTRACTOR WILL BE RESPONSIBLE FOR ALL RESULTANT COSTS DUE TO SUCH DAMAGES.
16. REFER TO SHEET C3.10 FOR DEMOLITIONS IN THE RIGHT OF WAY.

GENERAL UTILITY NOTES:

1. DESIGN OF UTILITIES WITHIN FIVE (5) FEET OF THE BUILDING ARE EXCLUDED FROM THESE PLANS. UTILITIES, INCLUDING DOWNSPOUT CONNECTIONS, CLEAN-OUTS, ETC WITHIN FIVE (5) FEET OF THE BUILDING SHALL BE DETAILED BY THE ARCHITECT OR MECHANICAL ENGINEER.

SANITARY NOTES:

1. CONCRETE USED IN SANITARY SEWER STRUCTURES SHALL BE AS SPECIFIED BY THE GOVERNING AGENCY OR CLASS B AS DEFINED BY CDOT STANDARDS AND SPECIFICATIONS FOR ROAD AN BRIDGE CONSTRUCTION, IN THE ABSENCE OF AN AGENCY SPECIFICATION.
2. SEWER SERVICE CONNECTIONS WITH THE MAIN LINE SHALL BE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS. IF NO STANDARD EXISTS, WYE OR TEE (AS NOTED ON PLANS) SHALL BE CUT INTO THE MAIN LINE AND INSTALLED WITH FLEXIBLE NON-SHEAR REINFORCED COUPLINGS ON THE MAIN.
3. IF NOT SPECIFIED BY THE UTILITY DISTRICT, SANITARY SEWER SERVICE CONNECTIONS TO THE MAINLINE SHALL CONNECT AT 2:00 OR 10:00 ON THE MAIN.
4. MINIMUM DROP FROM THE SERVICE LINE BEND TO THE MAIN SHALL BE EQUAL TO THE SIZE OF THE MAINLINE.
5. SLOPE OF SERVICE LINES SHALL BE AS NOTED ON PLANS.
6. PIPE AND FITTINGS SHALL BE PER GOVERNING AGENCY STANDARD AN IN THE ABSENCE OF A STANDARD SHALL BE PVC SDR 35, MEETING ASTM D3034.
7. BEDDING SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH GOVERNING AGENCY STANDARD OR APPROVED EQUAL.
8. PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
9. ALL PIPE LENGTHS ARE MEASURED TO CENTER OF MANHOLES.
10. COORDINATES FOR MANHOLES ARE TO CENTER OF STRUCTURE, UNLESS OTHERWISE INDICATED.

STORM NOTES:

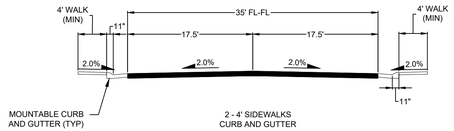
1. CONCRETE USED IN STORM SEWER STRUCTURES SHALL BE AS SPECIFIED BY THE GOVERNING AGENCY OR CLASS B AS DEFINED BY CDOT STANDARDS AND SPECIFICATIONS FOR ROAD AN BRIDGE CONSTRUCTION, IN THE ABSENCE OF AN AGENCY SPECIFICATION.
2. REFER TO STORM SEWER PLANS FOR LANDSCAPE/ ROOF DRAINS AND DETENTION POND FACILITIES, INCLUDING OUTFALLS.
3. IF CONNECTED TO AN UNDERGROUND SYSTEM, DOWNSPOUTS SHALL HAVE AN OVERFLOW PROTECTION. REFER TO ARCHITECTURAL PLANS.
4. ALL PVC PIPE SHALL BE PVC SCHEDULE 40, OR APPROVED EQUAL.
5. ALL CONCRETE PIPE SHALL BE REINFORCED AND CLASS III (MIN).
6. SLOPE OF SERVICE LINES SHALL BE AS NOTED ON PLANS.
7. BEDDING SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH GOVERNING AGENCY STANDARD OR APPROVED EQUAL.
8. PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
9. ALL PIPE LENGTHS ARE MEASURED TO CENTER OF MANHOLES AND LANDSCAPE INLETS, AND INSIDE FACE OF OTHER STRUCTURES.
10. COORDINATES FOR TYPE R INLETS ARE TO FLOWLINE AT MIDPOINT OF INLET.

STORM NOTES (CONT.):

11. COORDINATES FOR ALL OTHER STRUCTURES ARE TO CENTER OF STRUCTURE, UNLESS OTHERWISE INDICATED.
12. LANDSCAPE DRAINS (18" SQUARE OR SMALLER) SHALL BE NDS CATCH BASINS WITH ADA COMPLIANT GRATES THAT MEET HS-20 LOADING OR APPROVED EQUAL, UNLESS OTHERWISE SPECIFIED ON THE PLANS.

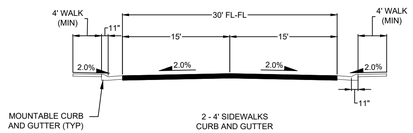
WATER NOTES:

1. WATER SERVICE CONNECTIONS WITH THE MAIN LINE SHALL BE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS.
2. IF NOT SPECIFIED BY THE UTILITY DISTRICT, WATER SERVICE CONNECTIONS TO THE MAINLINE SHALL CONNECT AT 2:00 OR 10:00 ON THE MAIN.
3. SLOPE OF SERVICE LINES SHALL BE AS NOTED ON PLANS.
4. PIPE AND FITTINGS SHALL BE PER GOVERNING AGENCY STANDARD AN IN THE ABSENCE OF A STANDARD SHALL BE BLUE C900 OR C905 PVC, MEETING ASTM 2241.
5. FITTINGS SHALL BE DUCTILE-IRON, CONFORMING TO AWWA GI53 OR C110 WITH MECHANICAL JOINT CONNECTIONS MEETING AWWA C111. FITTINGS SHALL HAVE A CEMENT MORTAR LINING MEETING AWWA 104 AND BITUMINOUS EXTERIOR COATING.
6. A TEN-GAUGE INSULTED TRACER WIRE SHALL BE REQUIRED FOR ALL WATER MAINS. WIRE TERMINATION BOXES SHALL BE PROVIDED, AS DEPICTED IN DRAWING W5.
7. GATE VALVES IN OPEN FIELDS SHALL BE DESIGNATED WITH SURFACE MARKERS (SEE DRAWINGS G5). SURFACE MARKERS SHALL BE FLEXIBLE PLASTIC MANUFACTURED BY CARSONITE OR APPROVED EQUAL AND SHALL BE BLUE IN COLOR WITH IMPRINTED LETTERS IDENTIFYING MAIN SIZE AND VALVE NUMBER.
8. WHERE REQUIRED AT DEPTHS LESS THAN SPECIFIED. INSULATION SHALL BE DOW STYROFOAM 115 OR APPROVED EQUAL.
9. VALVES, 12" AND SMALLER, SHALL BE NON-RISING STEM, BRONZE MOUNTED GATE VALVES WITH MECHANICAL JOINT ENDS CONFORMING WITH AWWA C509. VALVES SHALL HAVE 2" SQUARE OPERATING NUTS AND OPEN LEFT (COUNTERCLOCKWISE ROTATION). VALVES SHALL BE MUELLER, CLOW, WATEROUS, OR APPROVED EQUAL.
10. FIRE HYDRANTS SHALL BE OF THE DRY BARREL TYPE AND CONFORM WITH AWWA C502. FIRE HYDRANTS SHALL BE MUELLER CENTURION NO. A-423, WATEROUS PACER WB-67 WITH BRONZE SEAT RING, OR APPROVED EQUAL (SEE DRAWING W7).
11. BEDDING SHALL BE PROVIDED AND PLACED IN ACCORDANCE WITH GOVERNING AGENCY STANDARD OR APPROVED EQUAL.
12. PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
13. ALL PIPE LENGTHS ARE MEASURED TO CENTER OF STRUCTURES.
14. COORDINATES FOR STRUCTURES ARE TO CENTER OF STRUCTURE, UNLESS OTHERWISE INDICATED.



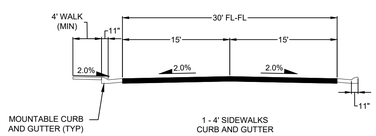
35' FL-FL ROAD SECTION

DESIGN SPEED: 25
POSTED SPEED: 20-25
W LOGAN ST



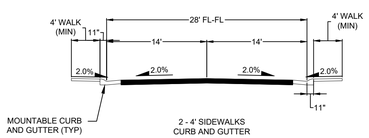
30' FL-FL ROAD SECTION

DESIGN SPEED: 25
POSTED SPEED: 20-25
EVANS BLVD
RUSHMORE ST
W LOGAN ST
LINCOLN ST
LIONEL LN



30' FL-FL ROAD SECTION

DESIGN SPEED: 25
POSTED SPEED: 20-25
ZANE CT
EVANS BLVD
W LOGAN ST
LIONEL LN



28' FL-FL ROAD SECTION

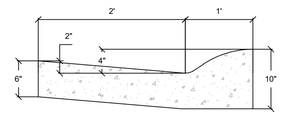
DESIGN SPEED: 25
POSTED SPEED: 20-25
CHELSEA CT

ABBREVIATIONS

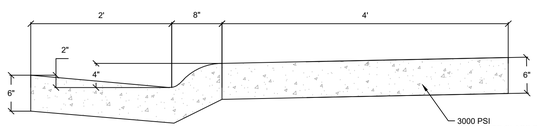
AC	ASPHALTIC CONCRETE
B.O.P.	BOTTOM OF PIPE
CC	CONCRETE
CL	ROADWAY CENTERLINE
CMP	CORRUGATED METAL PIPE
CR	CURB RAMP
DE / DEMO	DEMOLITION
DIA	DIAMETER
DWG	DRAWING
DRNG	DRAINAGE
ESMT	EASEMENT
E / ELEC	ELECTRICAL
E	EAST
EC	EDGE OF CONCRETE
EG	EXISTING GRADE
EL / ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EX / EXIST	EXISTING
FES	FLARED END SECTION
FG	FINISHED GRADE
FL	FLOWLINE
FH	FIRE HYDRANT
FO	FIBER OPTIC
G	GAS
GND	GROUND
GRV	GRAVEL
HGL	HYDRAULIC GRADE LINE
HORIZ	HORIZONTAL
HP	HIGH POINT
INT	INTERSECTION
INV	INVERT
LP	LOW POINT
LF	LEFT
LN	LANE
LS	LIFT STATIO
MAT	MATERIAL
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
NO.	NUMBER
NTS	NOT TO SCALE
OH	OVERHEAD
OHEL	OVERHEAD ELECTRICAL
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURVATURE, REVERSE
PE	PROFESSIONAL ENGINEER
PI	POINT OF INTERSECTION
PLS	PROFESSIONAL LAND SURVEYOR
PR	PROPOSED
PT	POINT OF TANGENCY / POINT
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS / RIGHT
REC	RECORDING
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
RD	ROAD / ROADWAY
RT	RIGHT
S	SOUTH
SD	STORM DRAIN
SEC	SECTION
SHT	SHEET
SI	SIGNING & STRIPING
SS	SANITARY SEWER
ST	STREET
STA	STATION
STD	STANDARD
SW	SIDEWALK
T / TELE	TELEPHONE
TBC	TOP BACK OF CURB
TC	TOP OF CURB / TRAFFIC CONTROL
TOE	TOE OF SLOPE
TOW	TOP OF WALL
T.O.P.	TOP OF PIPE
TYP	TYPICAL
TV	TELEVISION
UE	UTILITY EASEMENT
VERT	VERTICAL
VC	VERTICAL CURVE
W	WEST / WATER
WT	WATER
XC	CROSS-SECTION
Y1	SINGLE YELLOW STRIPE
Y2	DOUBLE YELLOW STRIPE

LEGEND

6350	PROPOSED MAJOR CONTOUR
6349	PROPOSED MINOR CONTOUR
6350	EXISTING MAJOR CONTOUR
6349	EXISTING MINOR CONTOUR
FG	FINISHED GRADE
	PROJECT BOUNDARY
	RIGHT OF WAY (ROW)
	EASEMENT
	CENTERLINE
	LOT / TRACT / PARCEL BOUNDARY
	SIGHT / SAFETY TRIANGLE
1	BLOCK NUMBER
LOT 1	LOT NUMBER
	DRAINAGE SWALE
	GUARDRAIL
	STREET SIGNS
	CURB RAMPS
	ROAD WARPING
	CONCRETE
	MAINTENANCE ACCESS / GRAVEL ROAD
	RIPRAP
	SOIL RIPRAP
	SAWCUT
	STORM (FES, MH, & INLET)
	SANITARY
	WATER (HYDRANT, VALVE, BEND, MH)
	RAW WATER (VALVE, BEND, ARV)
	FOREBAY
	STORM INLETS (TYPE C, D, 13, & R)
	STORM 100 YEAR HGL
	STORM 5 YEAR HGL
	EX STORM (FES, MH, & INLET)
	EXISTING SANITARY
	EX WATER (HYDRANT, VALVE, BEND, MH)
OHUT	EXISTING OVERHEAD ELECTRIC
UE	EXISTING UNDERGROUND ELECTRIC
	EXISTING STORM
	EXISTING SWALE
	EXISTING SANITARY CLEAN OUT
	EXISTING TREE
	EXISTING SIGN
W	EXISTING WATER
G	EXISTING GAS
FO	EXISTING FIBER OPTIC
UE	EXISTING ELECTRIC
T T	EXISTING TELEPHONE
X	EXISTING FENCE
WET WET	EXISTING WETLAND
	EX BOLLARD
EB	EX ELECTRIC BREAKER BOX
	EX FIBER OPTIC VAULT
	EX GAS METER
MP	EX METAL POST
	EX OIL & GAS WELL
	EX TELEPHONE PEDESTAL
	EXISTING POWER POLE & GUY WIRE
	EX WATER MH, METER, & VENT PIPE
	EX WATER VALVE & HYDRANT
TC	EXISTING TRASH CAN
	EX STREET LIGHT



MOUNTABLE CURB & GUTTER



MOUNTABLE CURB, GUTTER & SIDEWALK

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

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Denver, CO 80231
ph: 303.632.8867

NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
GENERAL NOTES

Know what's **below.** **Call** before you dig. 811

SHEET 2 OF 35

12/2/2025 2:17 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS GENERAL NOTES - HILLSIDE.DWG 1

RUSHMORE ST
AMANDA CT
4' WALK
30' FL-FL
EX MAILBOX BUILDING
LIBERTY ST
LIBERTY CT
LINCOLN ST
ZANE CT
EVANS BLVD
WADE PARK LANDSCAPE PLAN SEE SHEET 35
EX SWALE
LIONEL LN
W LOGAN ST
35' FL-FL
CHELSEA CT
28' FL-FL
SPROUSE CT
ELBERT ST
E KIOWA AVE
CMP
12"
24"
8"
6"

KEY MAP
SCALE: 1" = 500'

N
0
60'
120'
1 inch = 60'

NOTES:

1. ALL CURB & GUTTER IMPROVEMENTS ARE MOUNTABLE CURB & GUTTER. SEE SHEET 2 FOR DETAIL.

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#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

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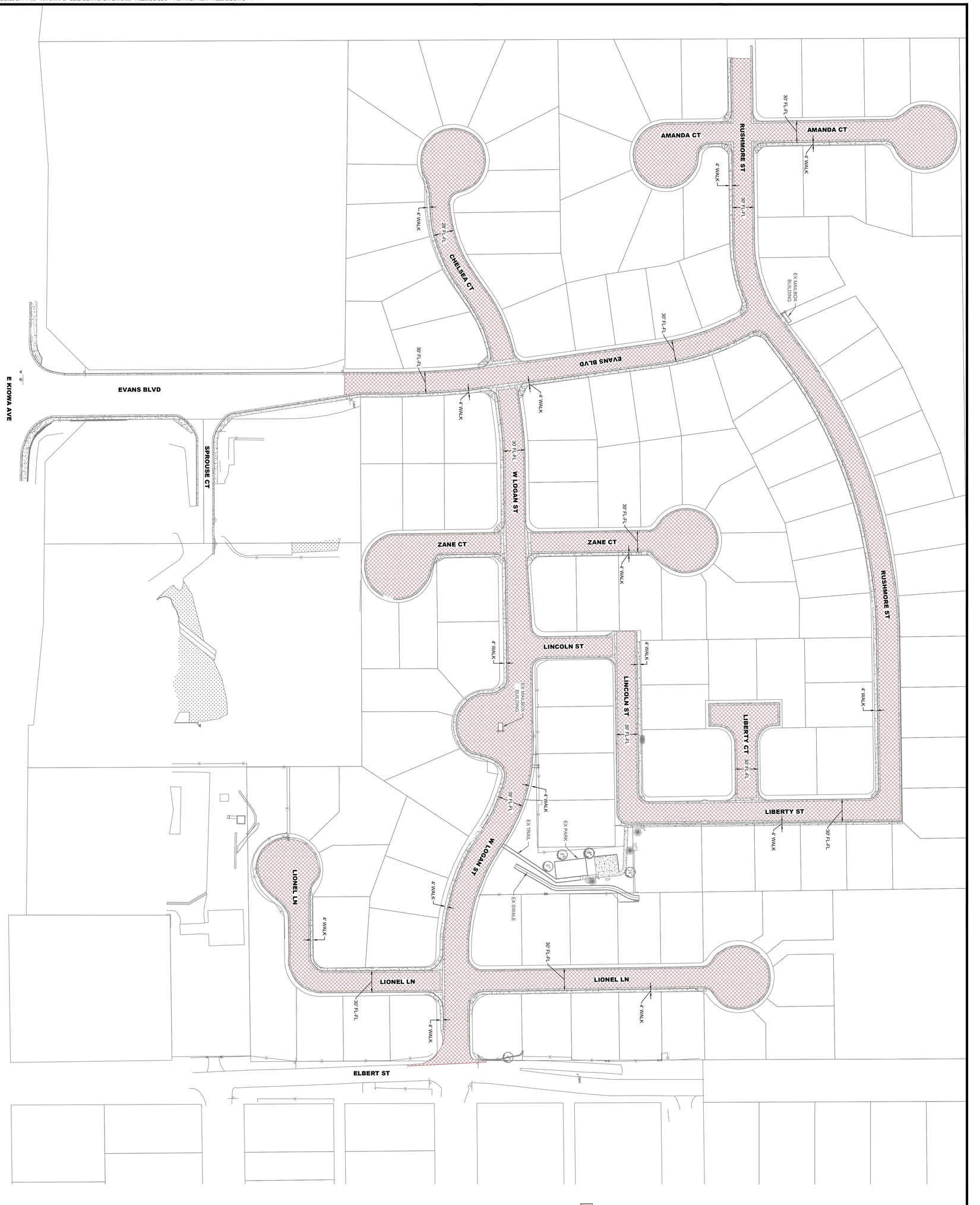
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
OVERALL SITE PLAN

Know what's below. Call before you dig. 811

SHEET 3 OF 35

12/2/2025 2:17 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS OVERALL SITE PLAN - HILLSIDE.DWG 1

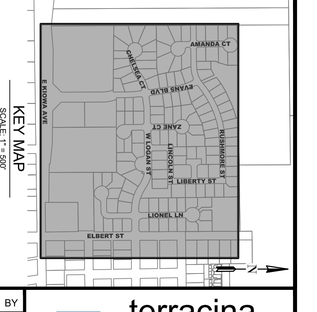


LEGEND

REMOVE & REPLACE ASPHALT

0 60' 120'
1 inch = 60'

KEY MAP
SCALE: 1" = 500'



811 Know what's below. Call before you dig.

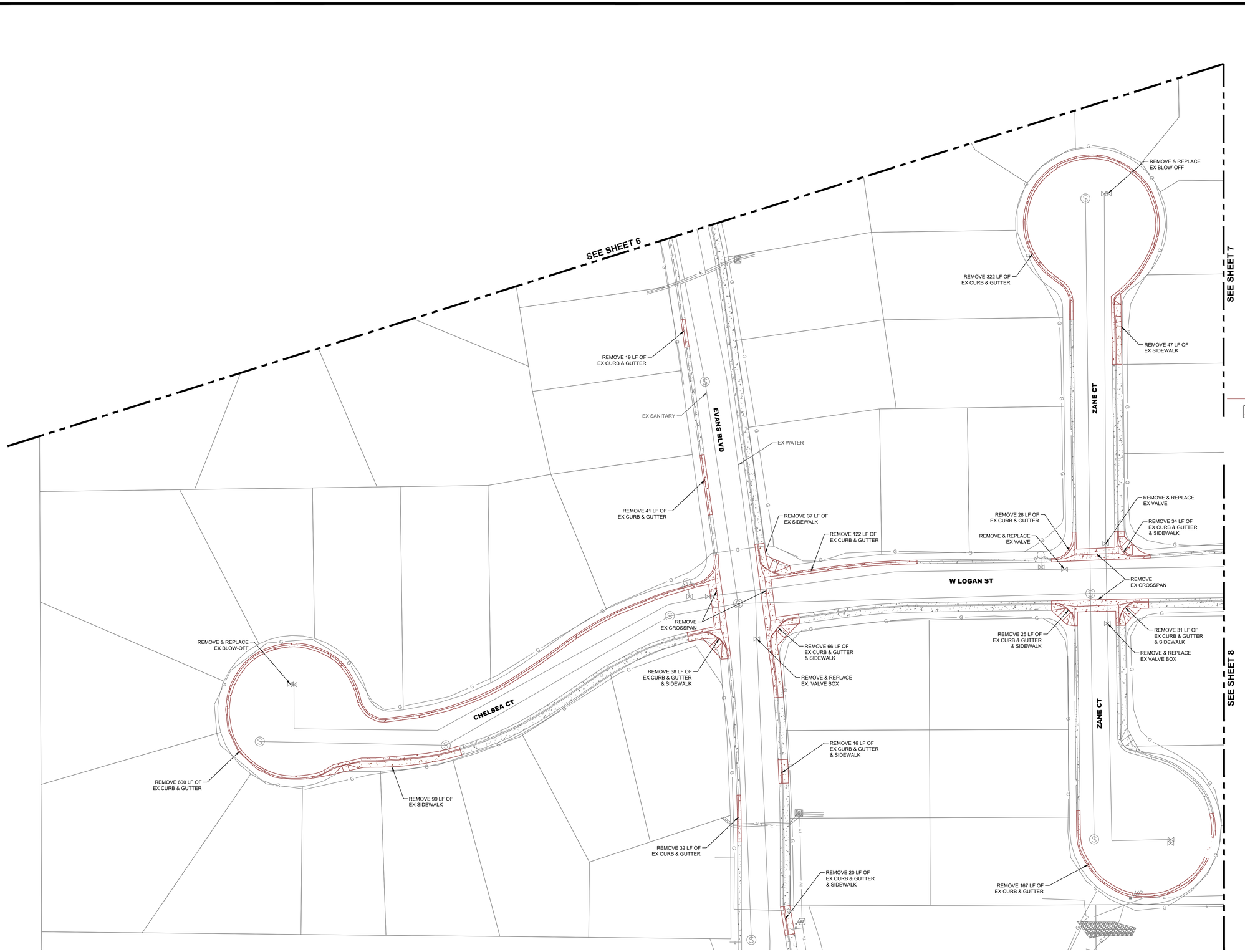
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

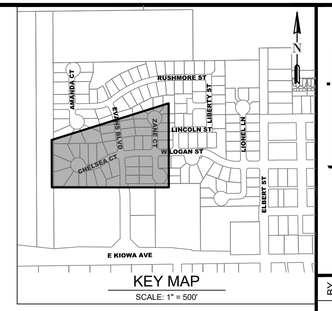
CONSTRUCTION DOCUMENTS
ASPHALT REMOVAL & REPLACEMENT PLAN

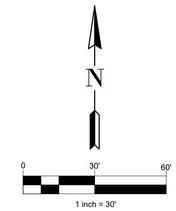
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LEGEND

REMOVE

REMOVE CONCRETE

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1	1ST SUBMITTAL	XX/XX/2025	MM

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

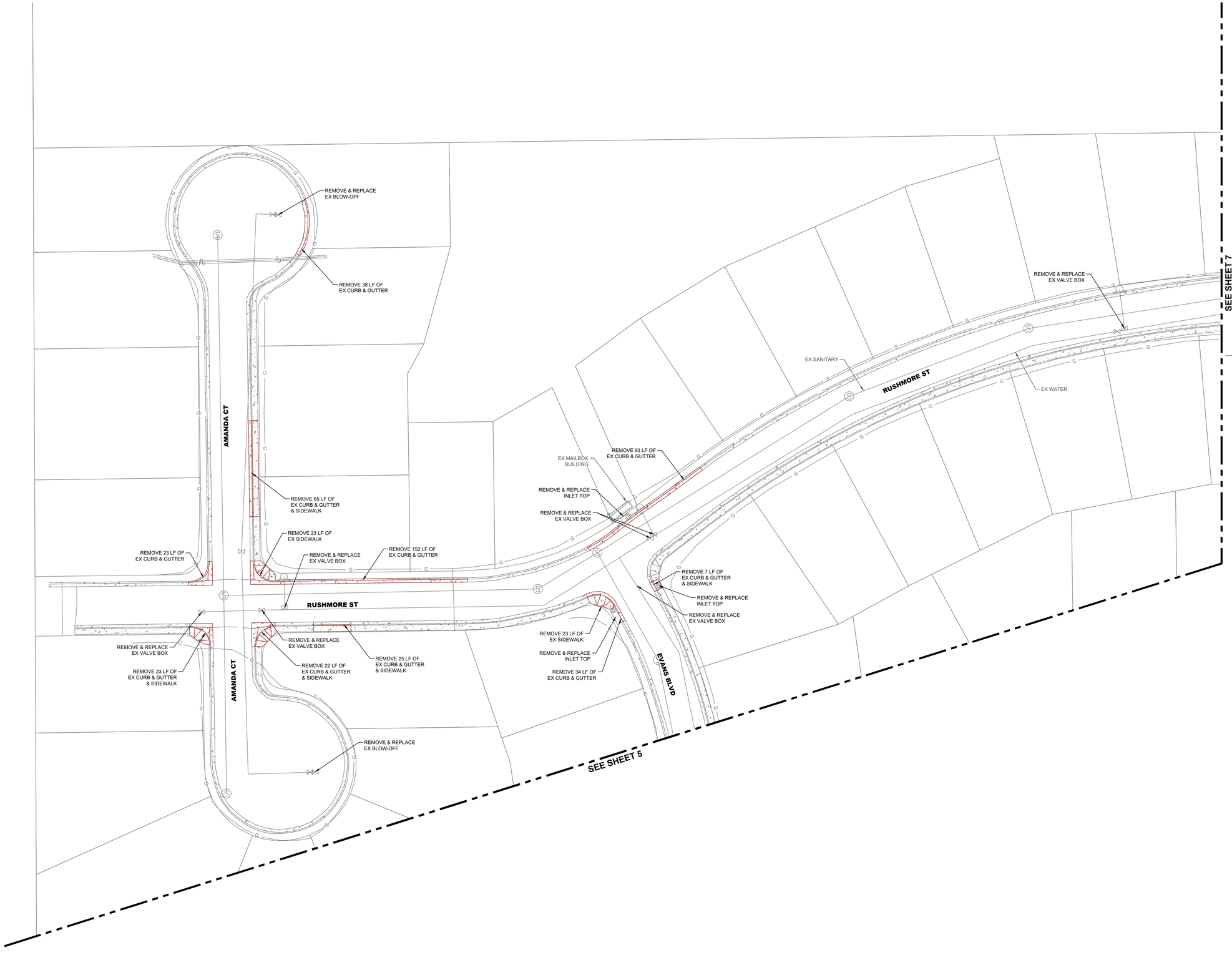
CONSTRUCTION DOCUMENTS
EXISTING SITE & DEMO PLAN (1 OF 4)

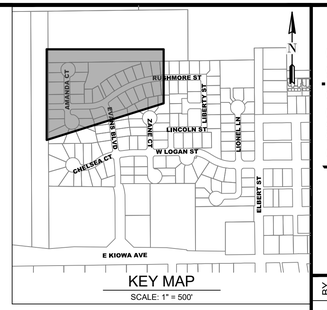
Know what's **below.** **Call** before you dig.

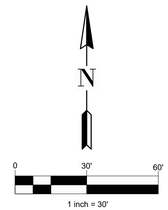
SHEET 5 OF 35

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12/2/2025 2:39 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS EXISTING SITE & DEMO - HILLSIDE.DWG 2







LEGEND

- REMOVE
- REMOVE CONCRETE

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

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HILLSIDE IMPROVEMENTS

TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS

EXISTING SITE & DEMO PLAN (2 OF 4)

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SHEET 6 OF 35

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SEE SHEET 6

SEE SHEET 5

SEE SHEET 8

RUSHMORE ST

LIBERTY ST

LIBERTY CT

LINCOLN ST

LIONEL LN

REMOVE 698 LF OF EX CURB & GUTTER

REMOVE 241 LF OF EX SIDEWALK

REMOVE 399 LF OF EX SIDEWALK

REMOVE 390 LF OF EX CURB & GUTTER

REMOVE 22 LF OF EX CURB & GUTTER

REMOVE 21 LF OF EX CURB & GUTTER

EX WATER

REMOVE 46 LF OF EX CURB & GUTTER

EX SANITARY

REMOVE 222 LF OF EX SIDEWALK

REMOVE 250 LF OF EX CURB & GUTTER

REMOVE & REPLACE EX MANHOLE

REMOVE & REPLACE INLET TOP

REMOVE & REPLACE EX VALVE BOX

REMOVE 716 LF OF EX CURB & GUTTER

REMOVE 351 LF OF EX SIDEWALK

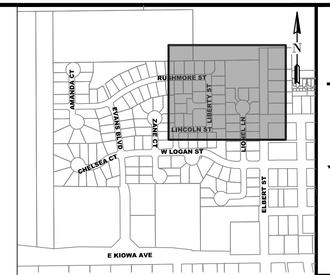
REMOVE EX METAL POST

EX SWALE

REMOVE EX BENCH

REMOVE EX TRASHCAN

REMOVE 231 LF OF EX CURB & GUTTER



KEY MAP

SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

LEGEND

REMOVE

REMOVE CONCRETE

#	REVISION DESCRIPTION	DATE	BY
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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
EXISTING SITE & DEMO PLAN (3 OF 4)

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SHEET 7 OF 35

12/2/2025 2:39 PM, X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS\ EXISTING SITE & DEMO - HILLSIDE.DWG 4

SEE SHEET 7

SEE SHEET 5

LINCOLN ST

W LOGAN ST

LIONEL LN

ELBERT ST

REMOVE 31 LF OF EX CURB & GUTTER

REMOVE 40 LF OF EX CURB & GUTTER

REMOVE EX PRV

REMOVE EX BENCH

REMOVE EX METAL POST

REMOVE EX TRAIL

REMOVE 72 LF OF EX CURB & GUTTER

EX SWALE

EX 30" STORM FES

REMOVE & REPLACE INLET TOP

EX MAILBOX BUILDING

REMOVE & REPLACE EX MANHOLE

REMOVE 716 LF OF EX CURB & GUTTER

REMOVE 231 LF OF EX CURB & GUTTER

REMOVE 351 LF OF EX SIDEWALK

REMOVE & REPLACE EX VALVE BOX

REMOVE & REPLACE EX VALVE BOX

EX WATER

REMOVE & REPLACE INLET TOP

REMOVE & REPLACE EX BLOW-OFF

REMOVE 422 LF OF EX CURB & GUTTER & SIDEWALK

EX SANITARY

REMOVE 82 LF OF EX CURB & GUTTER & SIDEWALK

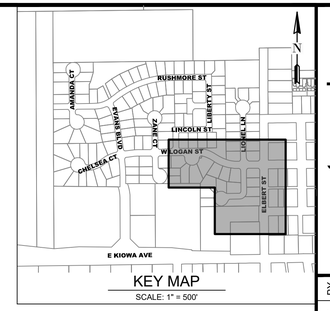
REMOVE 34 LF OF EX CURB & GUTTER & SIDEWALK

REMOVE 118 LF OF EX CURB & GUTTER

REMOVE 123 LF OF EX CURB & GUTTER

REMOVE 43 LF OF EX CURB & GUTTER & SIDEWALK

REMOVE & REPLACE EX BLOW-OFF



KEY MAP

SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

LEGEND

REMOVE

REMOVE CONCRETE

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1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

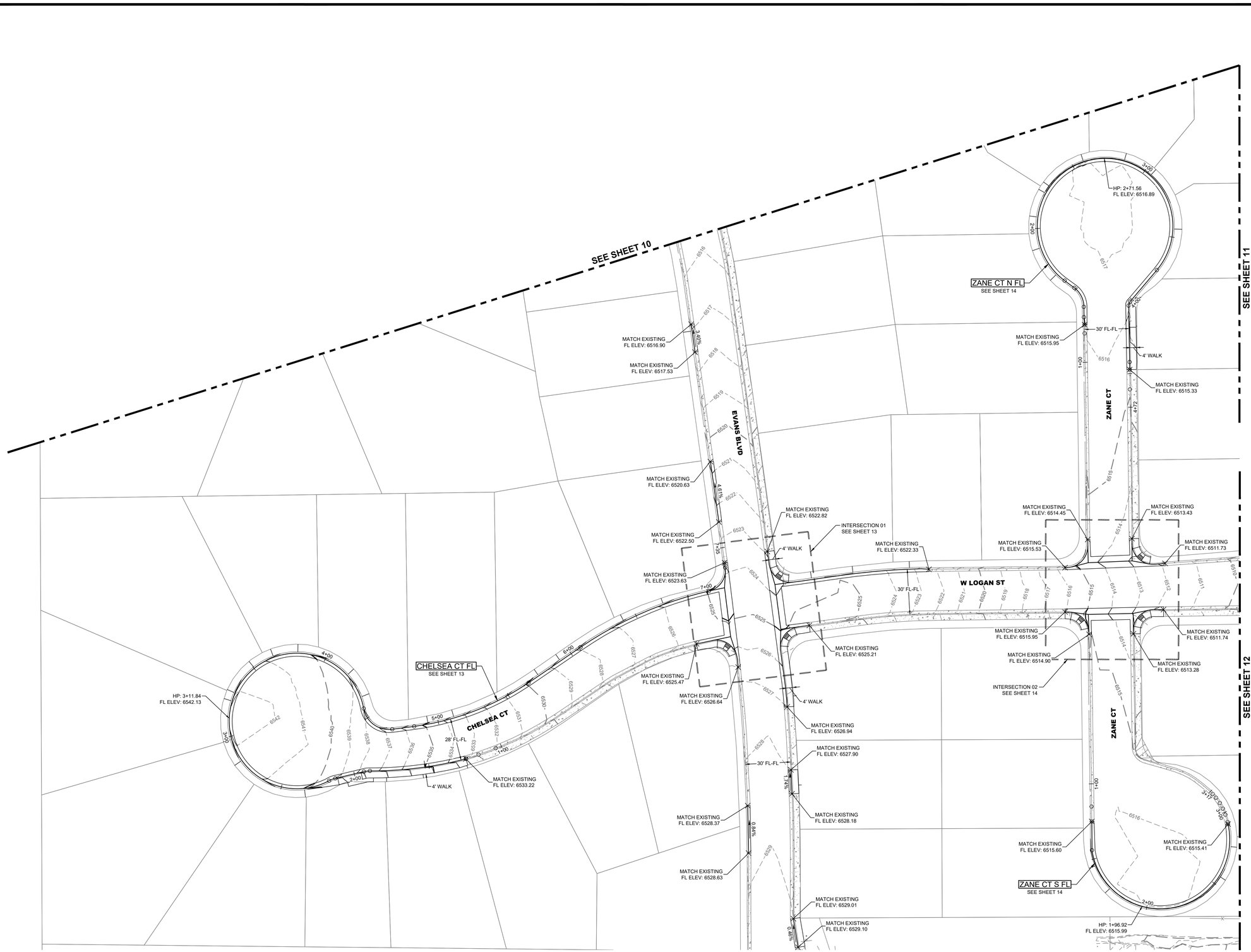
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

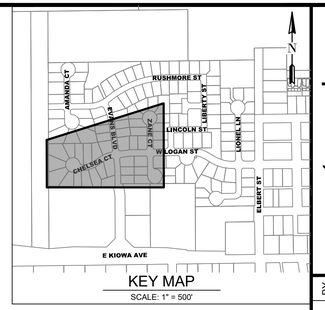
CONSTRUCTION DOCUMENTS
EXISTING SITE & DEMO PLAN (4 OF 4)

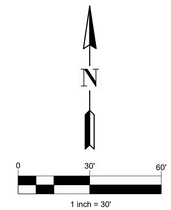
Know what's **below.** **Call** before you dig. 811

SHEET 8 OF 35

12/2/2025 2:39 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CD5 EXISTING SITE & DEMO - HILLSIDE.DWG 5







NOTES:

1. ALL CURB & GUTTER IMPROVEMENTS ARE MOUNTABLE CURB & GUTTER. SEE SHEET 2 FOR DETAIL.

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#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

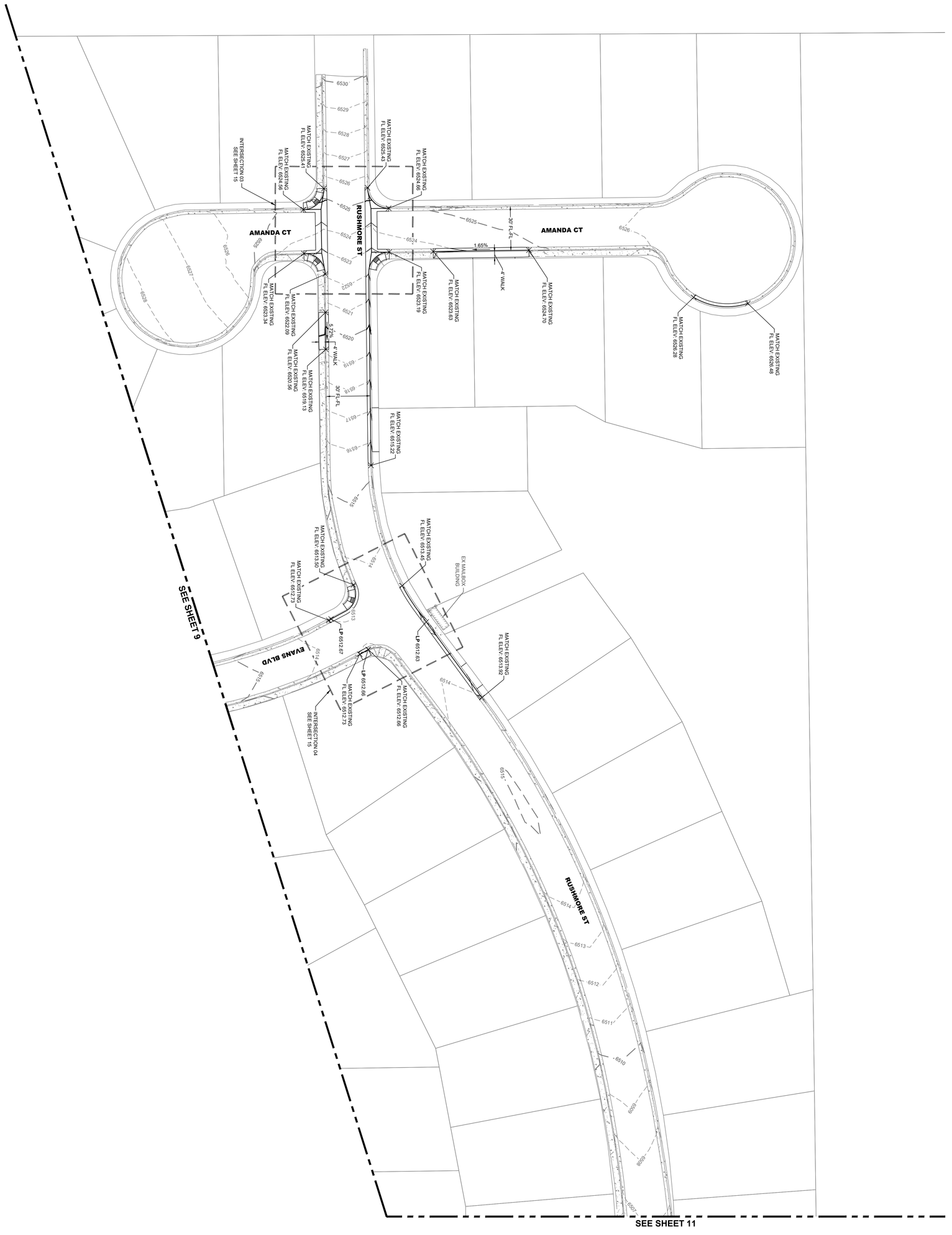
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD PLAN (1 OF 4)

Know what's **below.** **Call** before you dig. 811

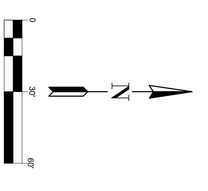
SHEET 9 OF 35

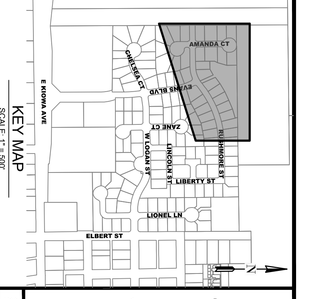
12/2/2025 2:17 PM, X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS ROAD PLANS - HILLSIDE.DWG 2



NOTES:

1. ALL CURB & GUTTER IMPROVEMENTS ARE MOUNTABLE CURB & GUTTER. SEE SHEET 27 FOR DETAIL.





HILLSIDE IMPROVEMENTS

TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD PLAN (2 OF 4)

NOT FOR CONSTRUCTION

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

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ph: 303.632.8867

Know what's below. Call before you dig. 811

SHEET 10 OF 35

SEE SHEET 10

SEE SHEET 9

MATCH EXISTING
FL ELEV: 6505.98

RUSHMORE ST

MATCH EXISTING
FL ELEV: 6505.85

4' WALK

RUSHMORE ST SE FL
SEE SHEET 15

RUSHMORE ST NE FL
SEE SHEET 16

30' FL-FL

SEE SHEET 18

MATCH EXISTING
FL ELEV: 6504.82

MATCH EXISTING
FL ELEV: 6504.42

MATCH EXISTING
FL ELEV: 6505.52

MATCH EXISTING
FL ELEV: 6500.16

LIBERTY ST

LIBERTY CT

30' FL-FL

MATCH EXISTING
FL ELEV: 6505.69

4' WALK

MATCH EXISTING
FL ELEV: 6499.38

LP 6498.71

LP 6498.67

MATCH EXISTING
FL ELEV: 6499.29

MATCH EXISTING
FL ELEV: 6500.21

LINCOLN ST FL
SEE SHEET 18

MATCH EXISTING
FL ELEV: 6506.37

4' WALK

LINCOLN ST

30' FL-FL

MATCH EXISTING
FL ELEV: 6500.99

WADE PARK
LANDSCAPE PLAN
SEE SHEET 35

EX SWALE

LP 6492.59

LIONEL LN NE FL
SEE SHEET 21

30' FL-FL

MATCH EXISTING
FL ELEV: 6494.42

LIONEL LN

4' WALK

MATCH EXISTING
FL ELEV: 6494.96

INT 06 - NW
SEE SHEET 20

SEE SHEET 12



KEY MAP
SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

NOTES:

1. ALL CURB & GUTTER IMPROVEMENTS ARE MOUNTABLE CURB & GUTTER. SEE SHEET 2 FOR DETAIL.

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
ROAD PLAN (3 OF 4)

Know what's **below.** **Call** before you dig. 811

SHEET
11 OF 35

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SEE SHEET 11

SEE SHEET 9

LINCOLN ST

MATCH EXISTING FL ELEV: 6506.96

MATCH EXISTING FL ELEV: 6506.80

MATCH EXISTING FL ELEV: 6506.28

MATCH EXISTING FL ELEV: 6508.14

MATCH EXISTING FL ELEV: 6508.72

INTERSECTION 05
SEE SHEET 18

4' WALK

EX MAILBOX BUILDING

W LOGAN ST

LOGAN ST FL
SEE SHEET 19

MATCH EXISTING FL ELEV: 6501.82

MATCH EXISTING FL ELEV: 6500.59

WADE PARK LANDSCAPE PLAN
SEE SHEET 35

EX SWALE

EX TRAIL

LP 6499.52

35' FL-FL

MATCH EXISTING FL ELEV: 6499.85

MATCH EXISTING FL ELEV: 6499.33

MATCH EXISTING FL ELEV: 6498.25

INTERSECTION 06
SEE SHEET 22

INT 06 - NW
SEE SHEET 20

LIONEL LN

30' FL-FL

LIONEL LN NE FL
SEE SHEET 21

HP: 7+63.10
FL ELEV: 6496.42

MATCH EXISTING FL ELEV: 6492.74

MATCH EXISTING FL ELEV: 6497.77

MATCH EXISTING FL ELEV: 6496.64

MATCH EXISTING FL ELEV: 6497.15

MATCH EXISTING FL ELEV: 6495.70

ELBERT ST

INTERSECTION 07
SEE SHEET 22

LIONEL LN SE FL
SEE SHEET 20

MATCH EXISTING FL ELEV: 6501.18

LIONEL LN S FL
SEE SHEET 19

MATCH EXISTING FL ELEV: 6504.37

MATCH EXISTING FL ELEV: 6503.43

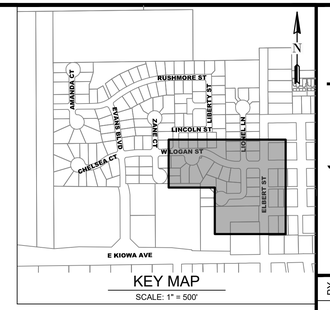
HP: 1+47.44
FL ELEV: 6508.42

MATCH EXISTING FL ELEV: 6505.83

MATCH EXISTING FL ELEV: 6507.98

LIONEL LN

2.22%



KEY MAP
SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

NOTES:

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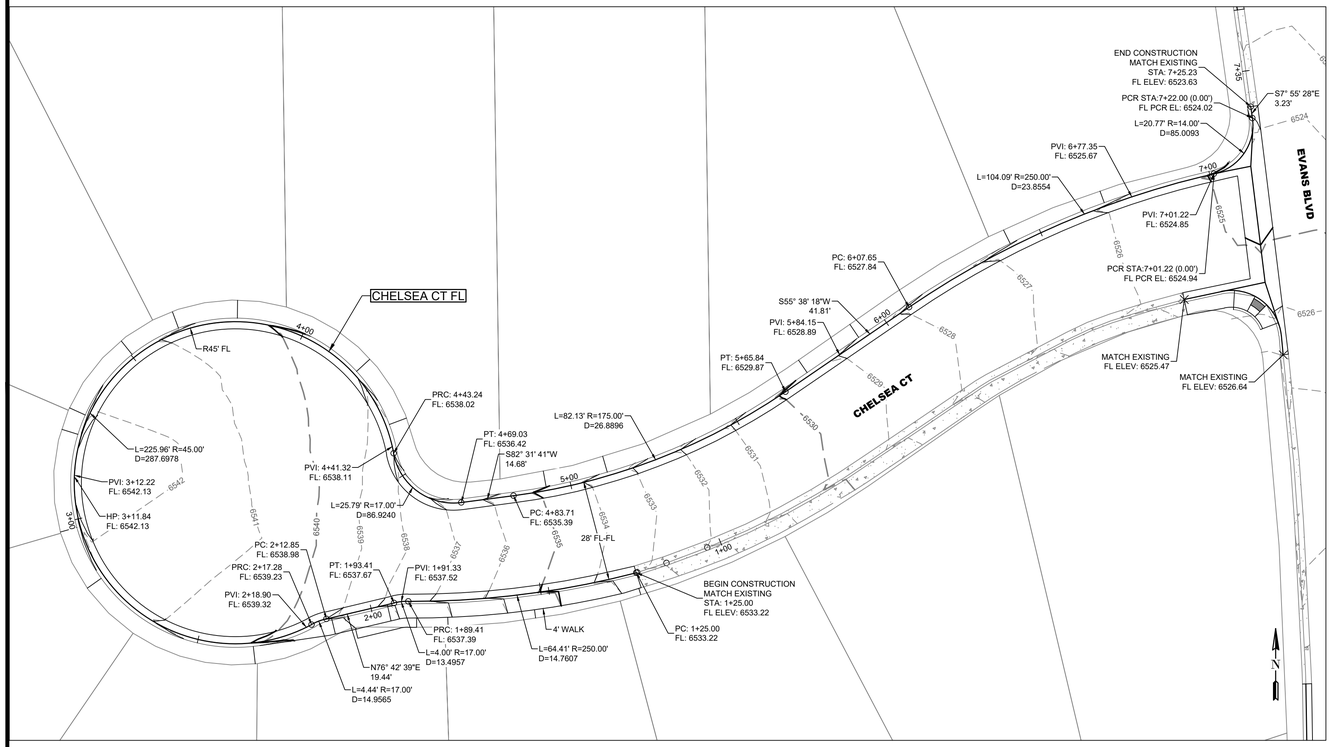
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

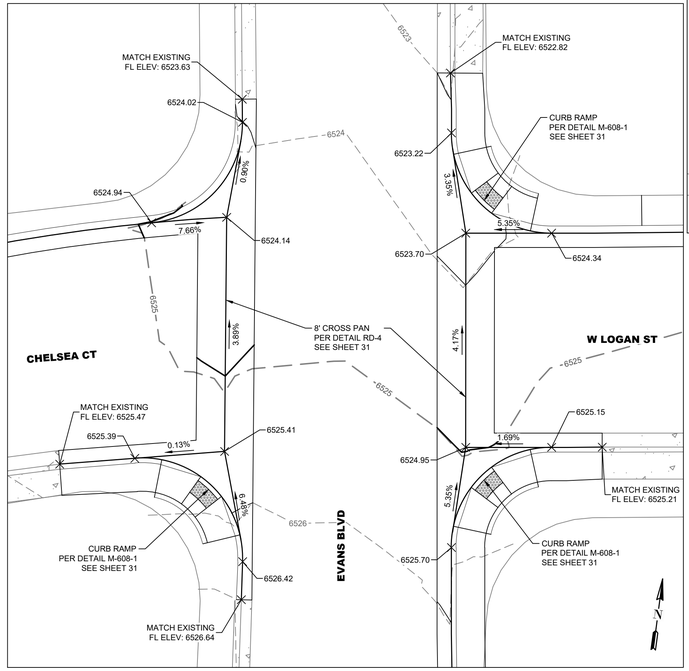
CONSTRUCTION DOCUMENTS
ROAD PLAN (4 OF 4)

Know what's **below.**
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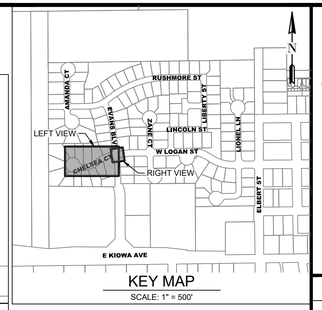
SHEET
12 OF 35

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INT 01
SCALE 1" = 10'



KEY MAP
SCALE: 1" = 500'

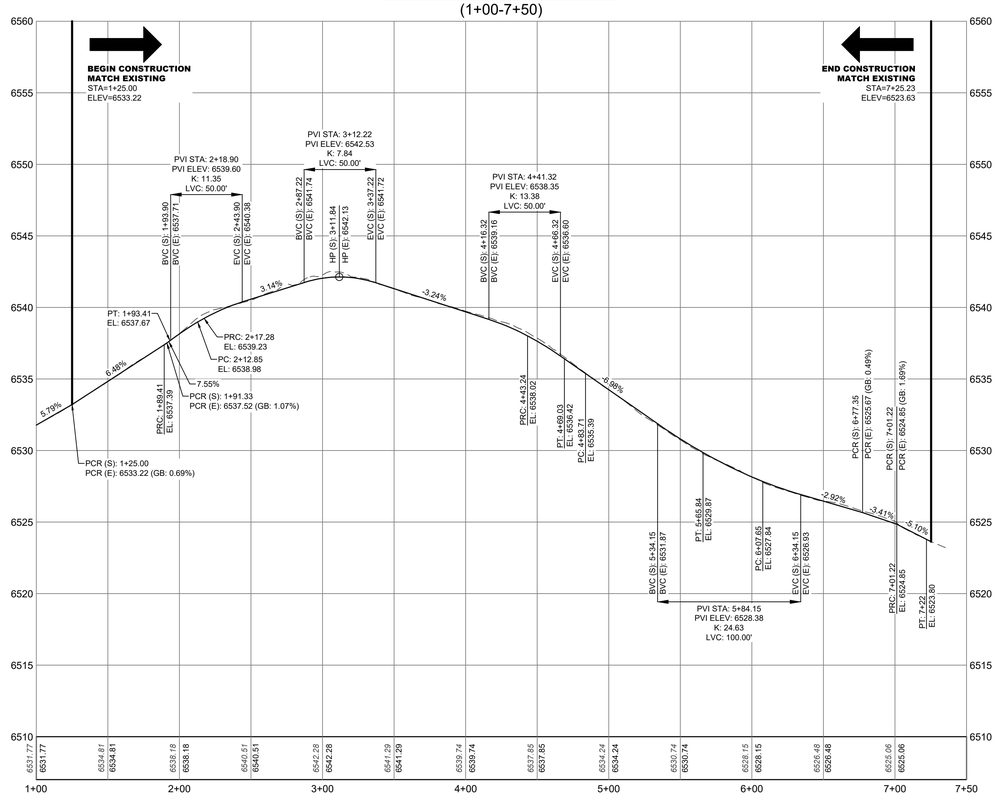
0 20' 40'

1 inch = 20'

PROFILE LEGEND

	EXIST GRADE
	PROP GRADE
1"=50' (HORZ)	1"=5' (VERT)

CHELSEA CT FL
(1+00-7+50)



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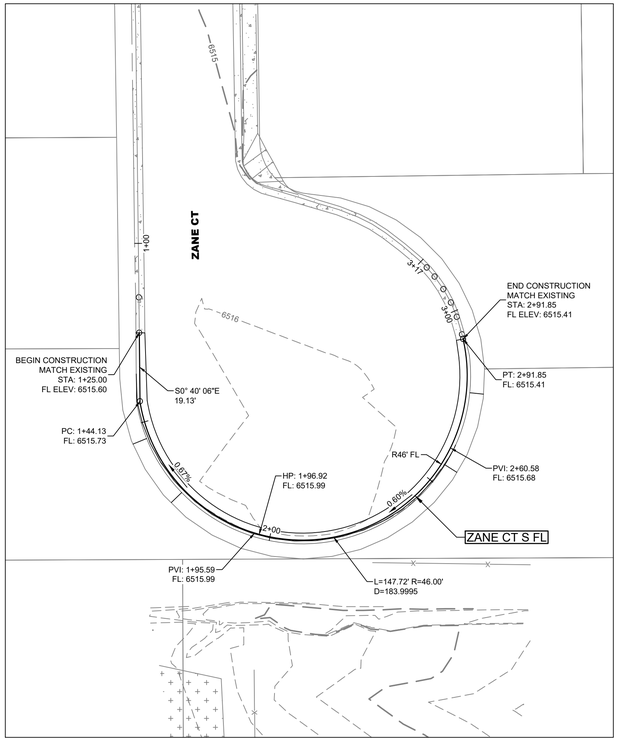
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - CHELSEA CT CDS & INT 01

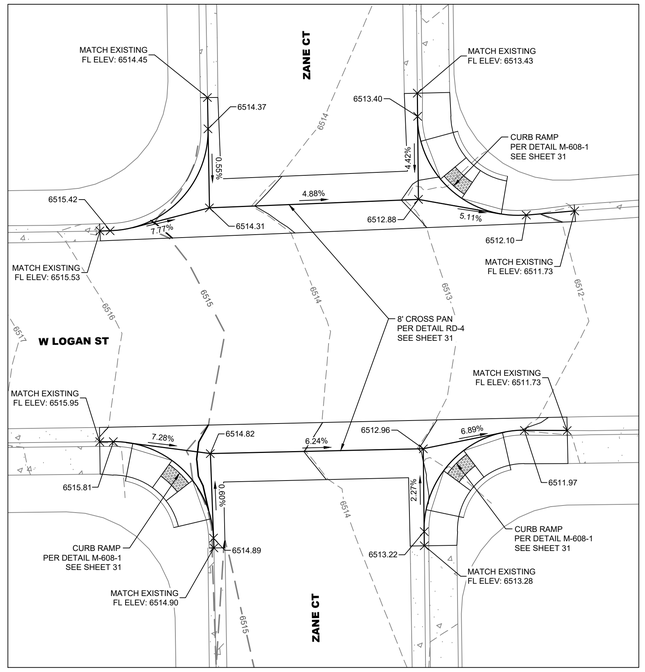
Know what's **below.** **Call** before you dig. 811

SHEET
13 OF 35

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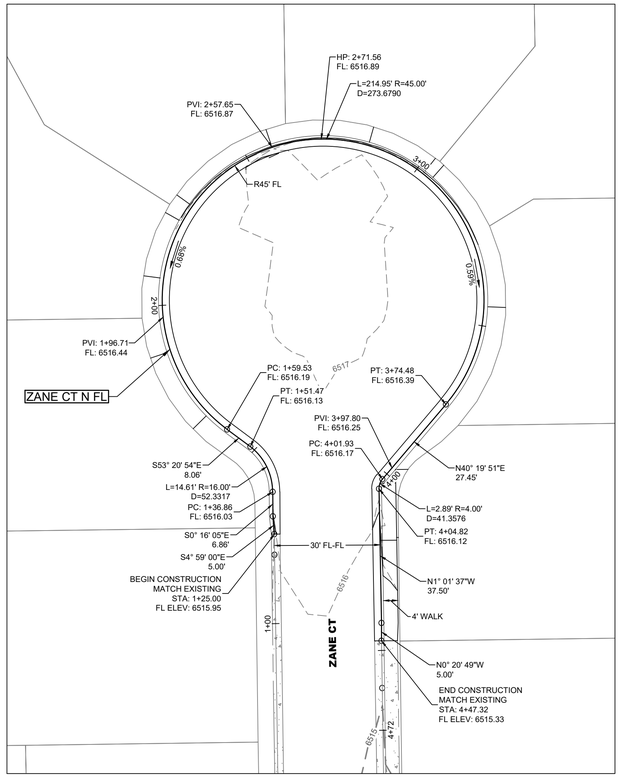


ZANE CT S FL

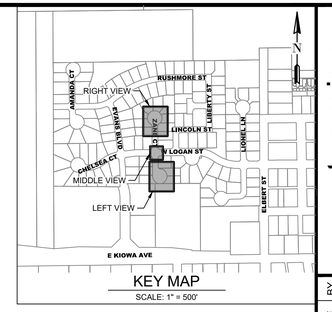


INT 02

SCALE 1" = 10'

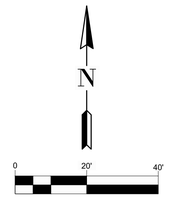


ZANE CT N FL



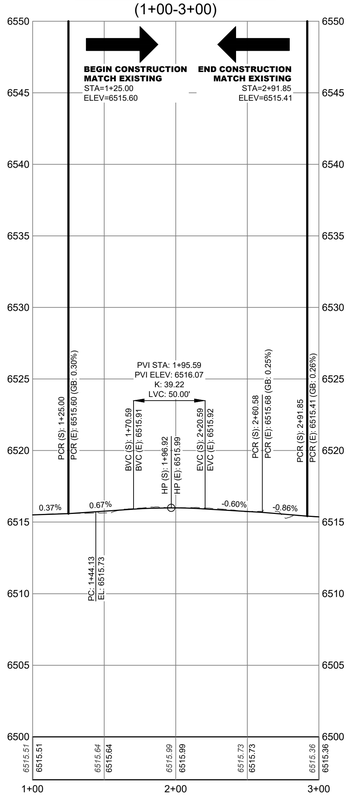
KEY MAP

SCALE: 1" = 500'



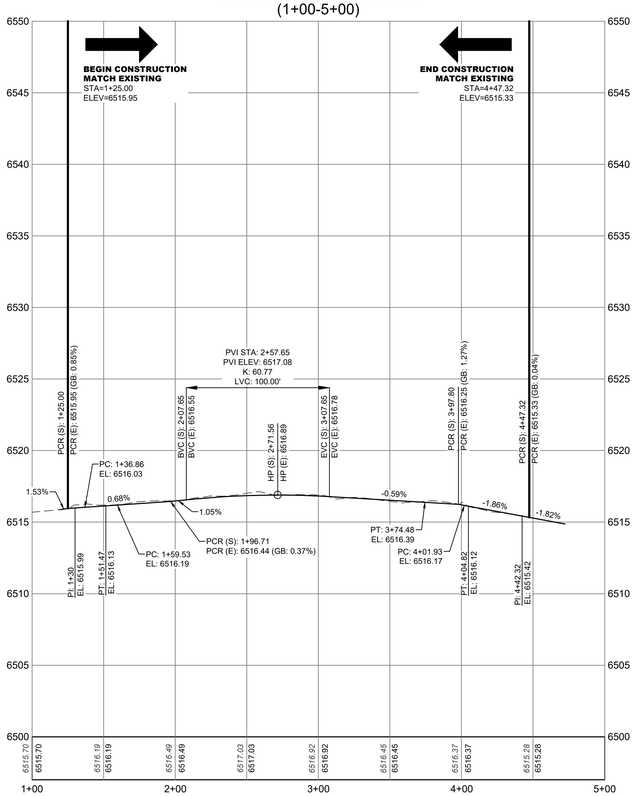
PROFILE LEGEND

EXIST GRADE
PROP GRADE
1"=50' (HORZ) 1"=5' (VERT)



ZANE CT S FL

(1+00-3+00)



ZANE CT N FL

(1+00-5+00)

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

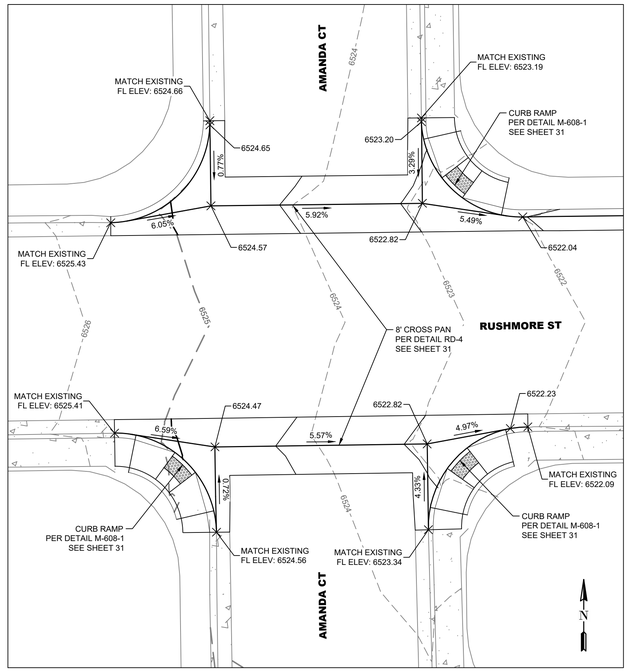
CONSTRUCTION DOCUMENTS
ROAD P&P - ZANE CT CDS & INT 02

Know what's **below.** **Call** before you dig. 811

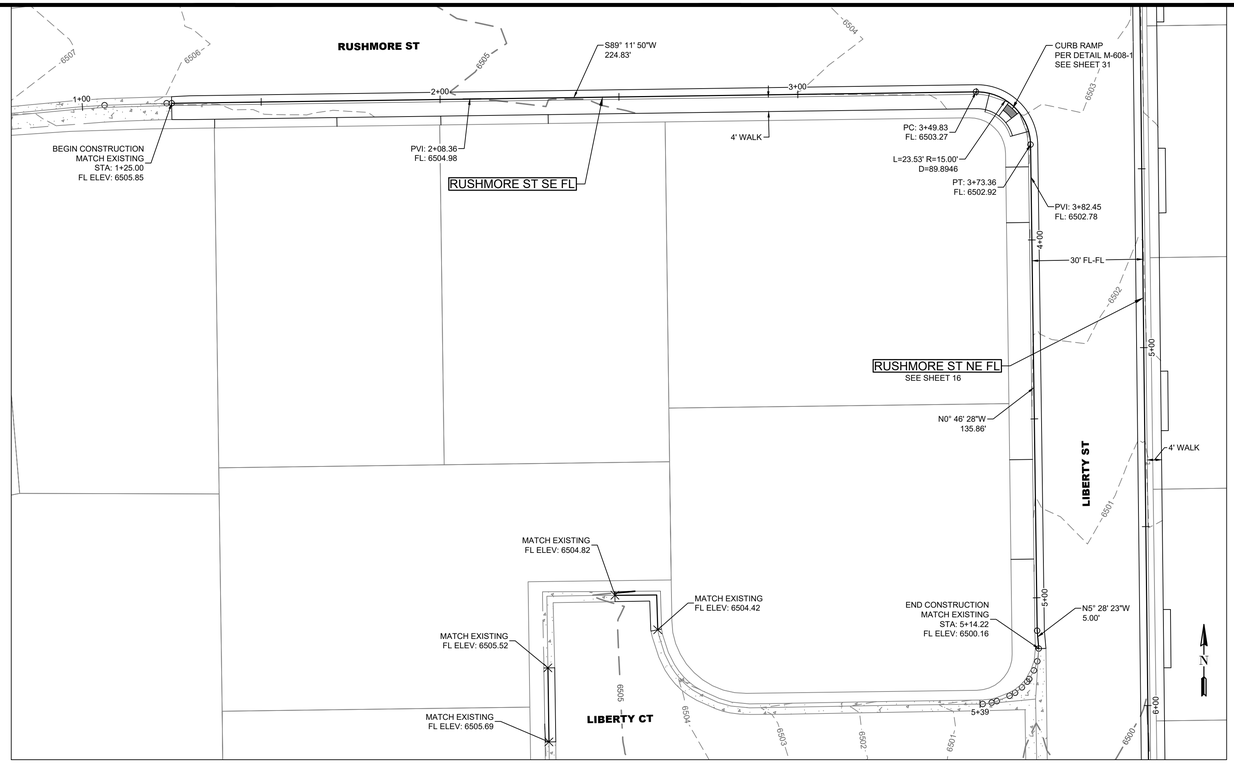
SHEET
14 OF 35

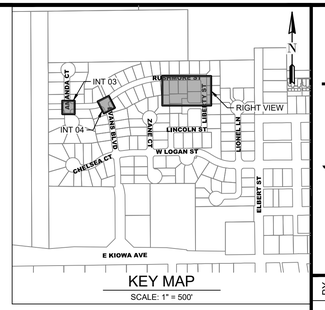
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INT 03
SCALE 1" = 10'



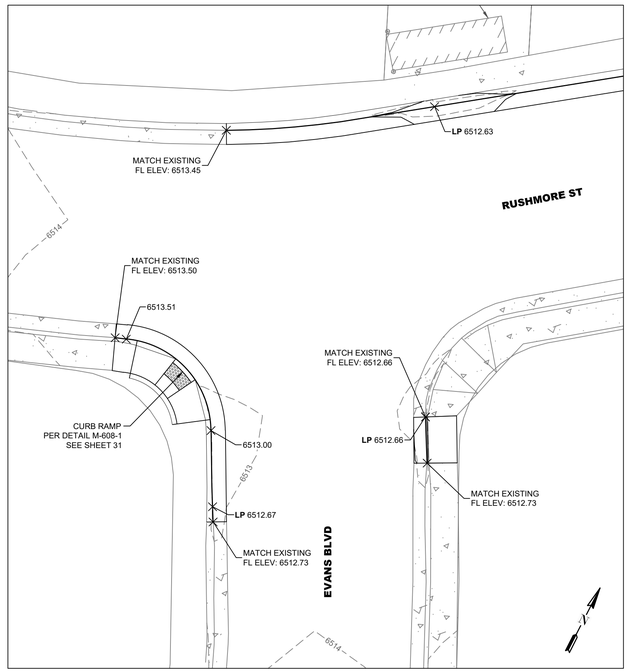


KEY MAP
SCALE: 1" = 500'

0 20' 40'
1 inch = 20'

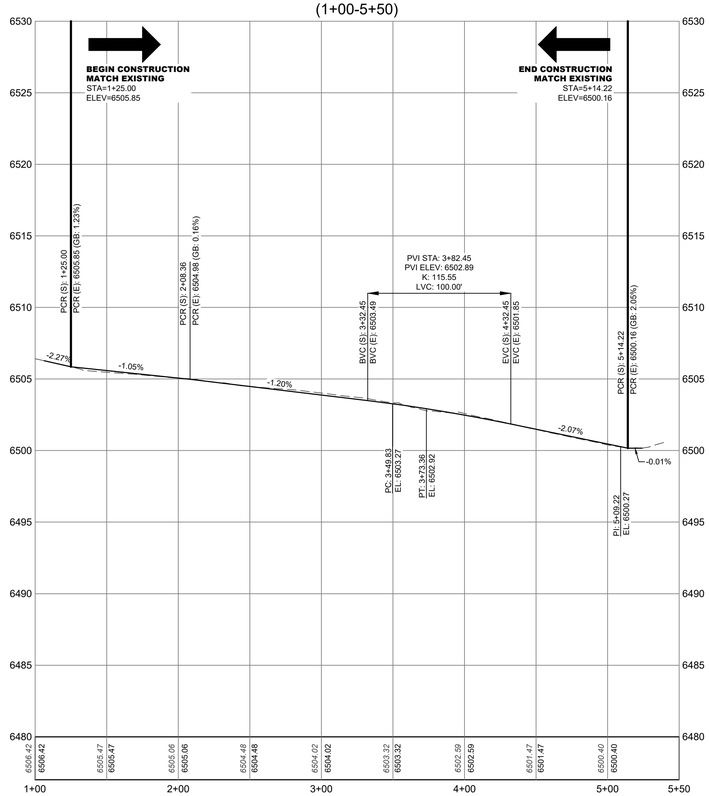
PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)



INT 04
SCALE 1" = 10'

RUSHMORE ST SE FL
(1+00-5+50)



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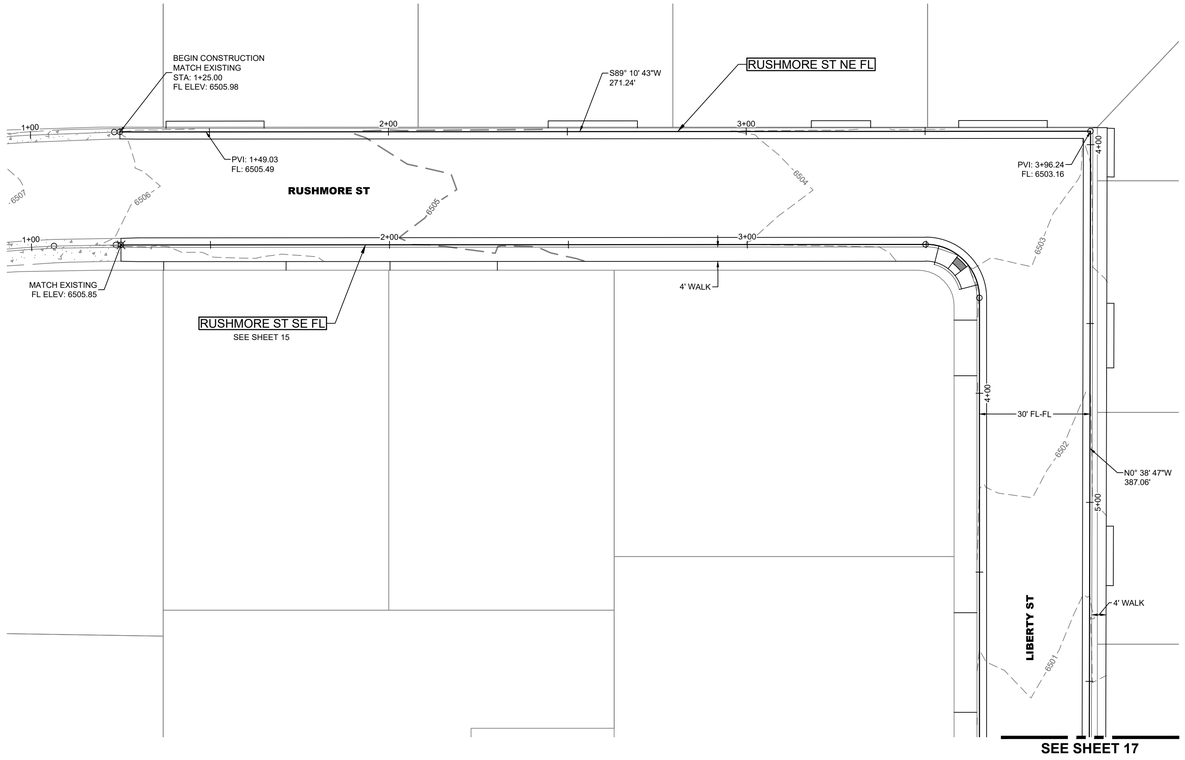
NOT FOR CONSTRUCTION

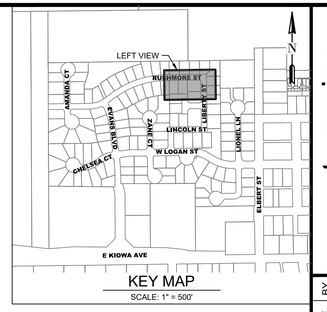
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST SE & INT 03 & 04

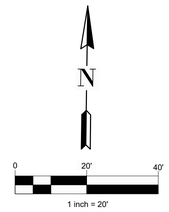
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SHEET 15 OF 35

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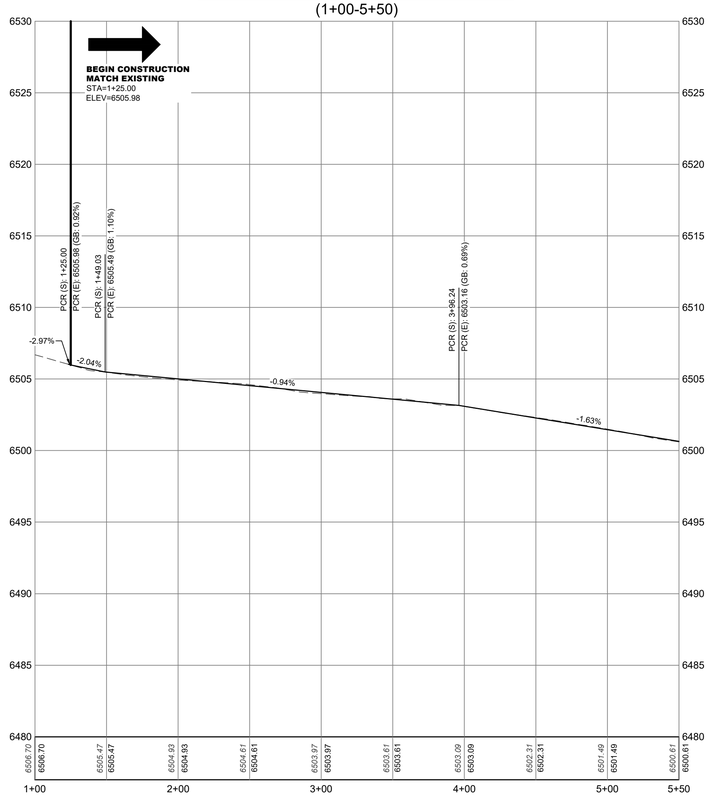


PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

RUSHMORE ST NE FL

(1+00-5+50)



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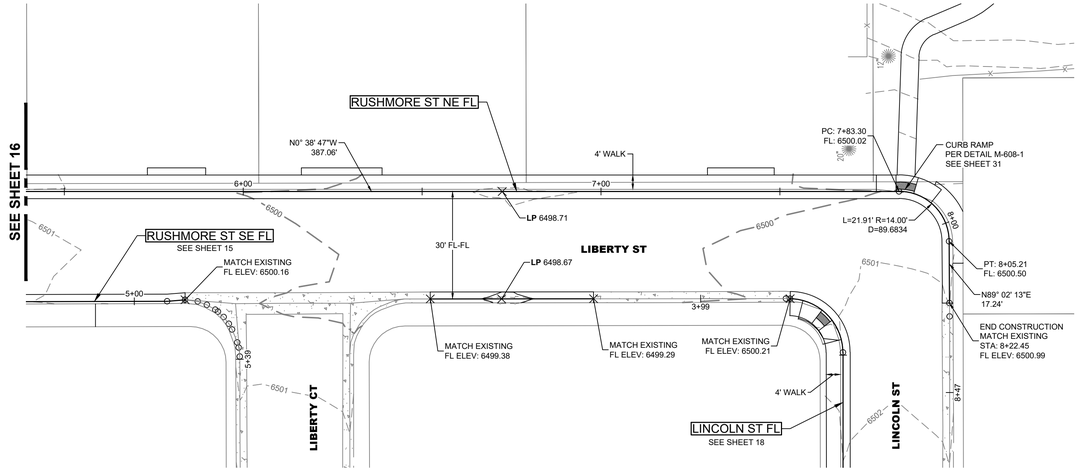
NOT FOR CONSTRUCTION

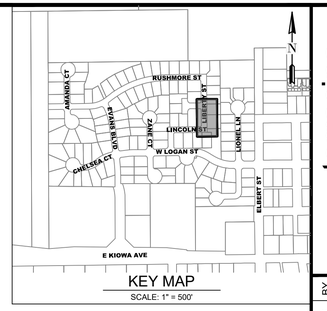
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

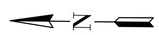
CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST NE

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SHEET
16 OF 35





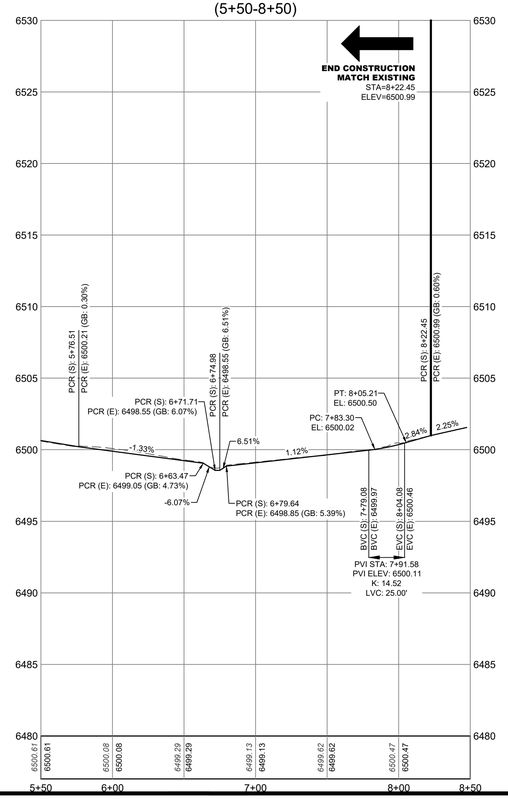


PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

RUSHMORE ST NE FL

(5+50-8+50)



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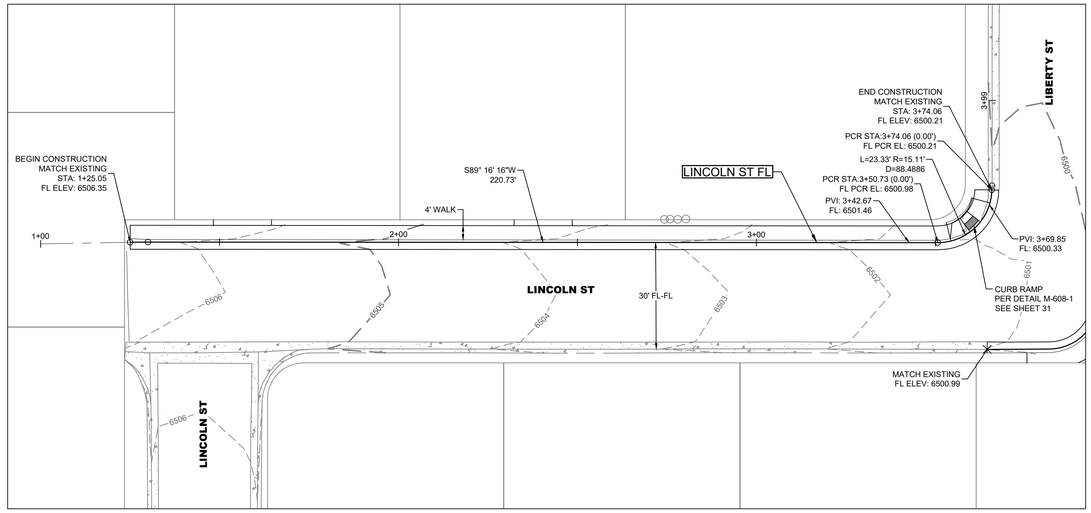
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST NE

Know what's **below.** **Call** before you dig. 811

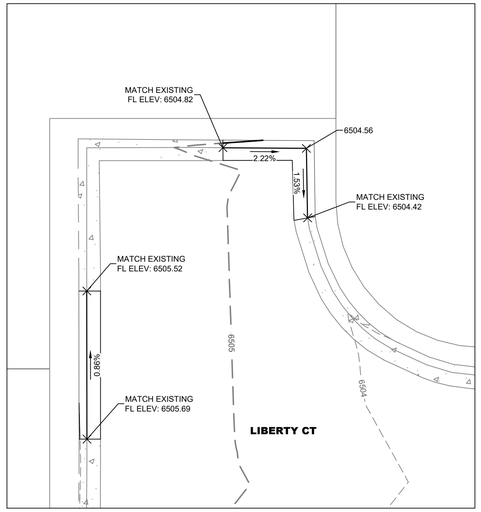
SHEET 17 OF 35

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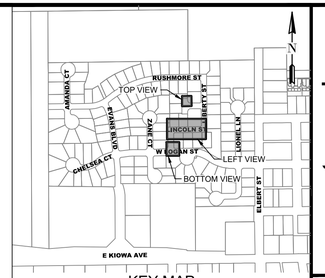
LINCOLN ST FL

SCALE 1" = 10'



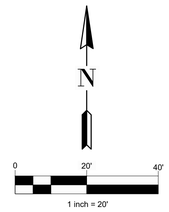
LIBERTY CT

SCALE 1" = 10'



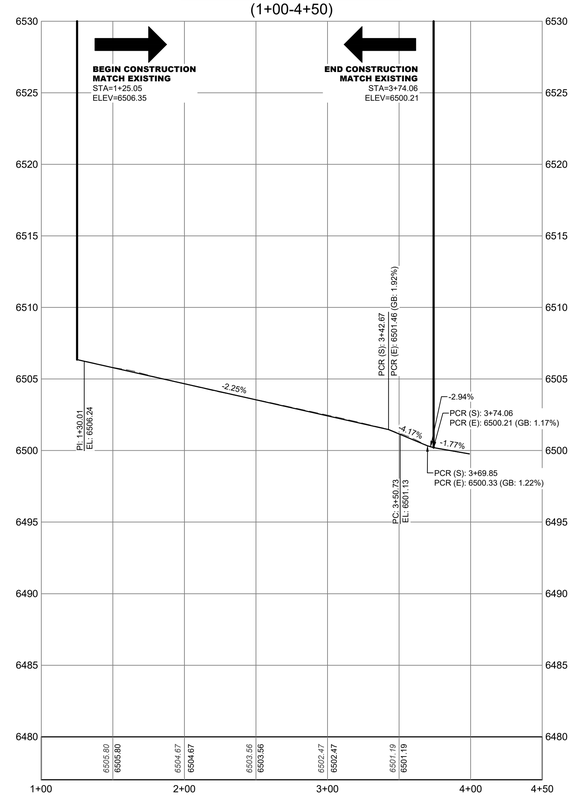
KEY MAP

SCALE: 1" = 500'



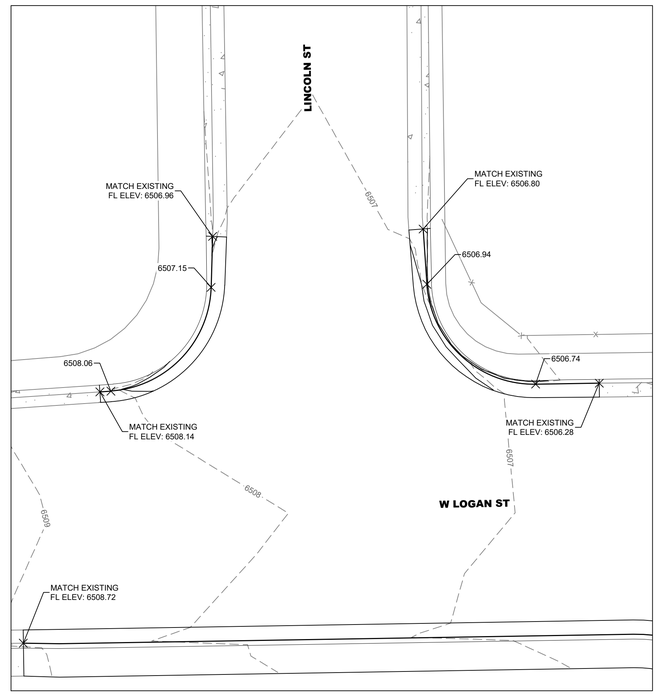
PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)



INT 05

SCALE 1" = 10'



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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

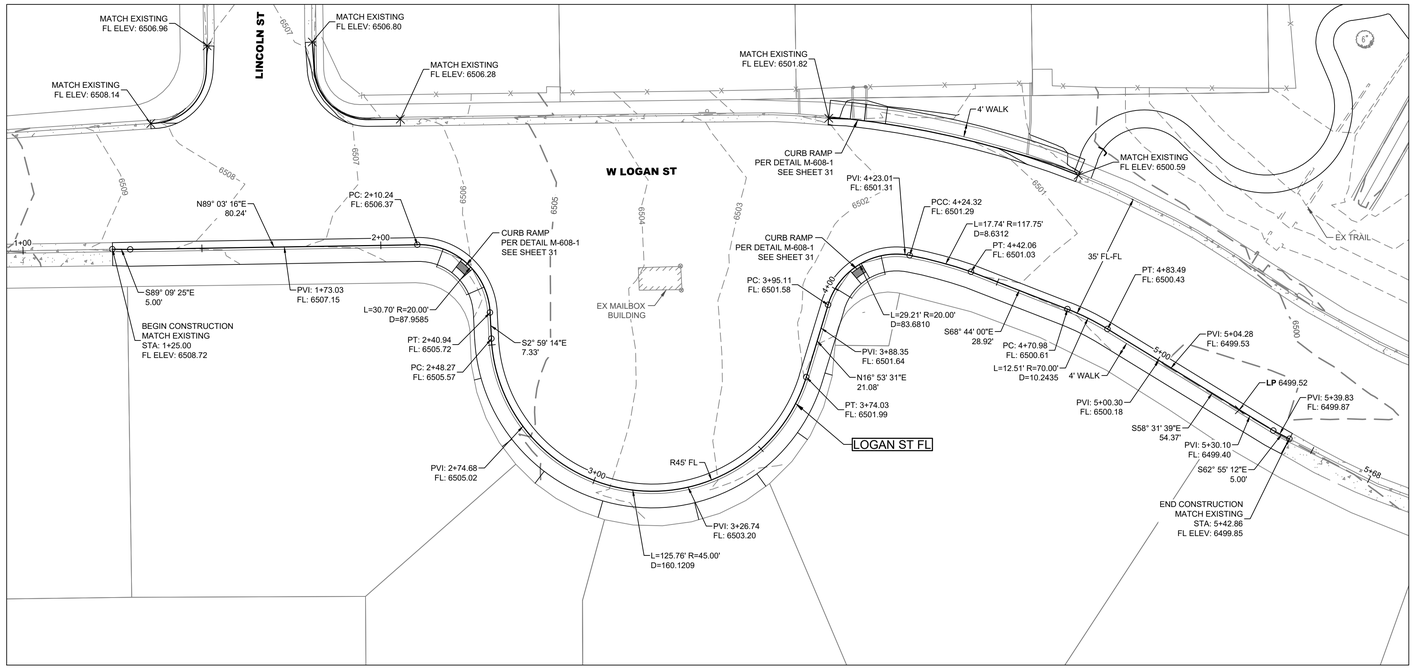
CONSTRUCTION DOCUMENTS
ROAD P&P - LINCOLN ST & INT 05

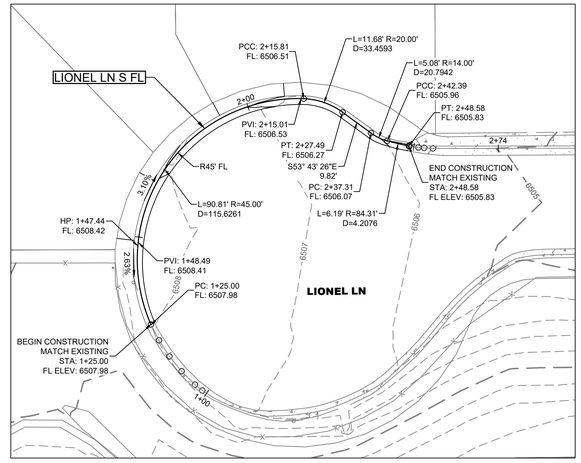
Know what's **below.** **Call** before you dig.

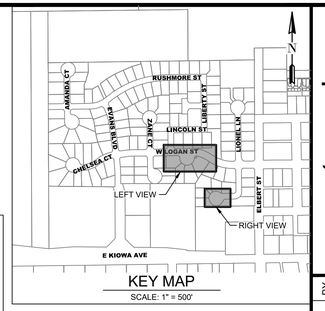
SHEET
18 OF 35

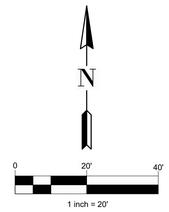
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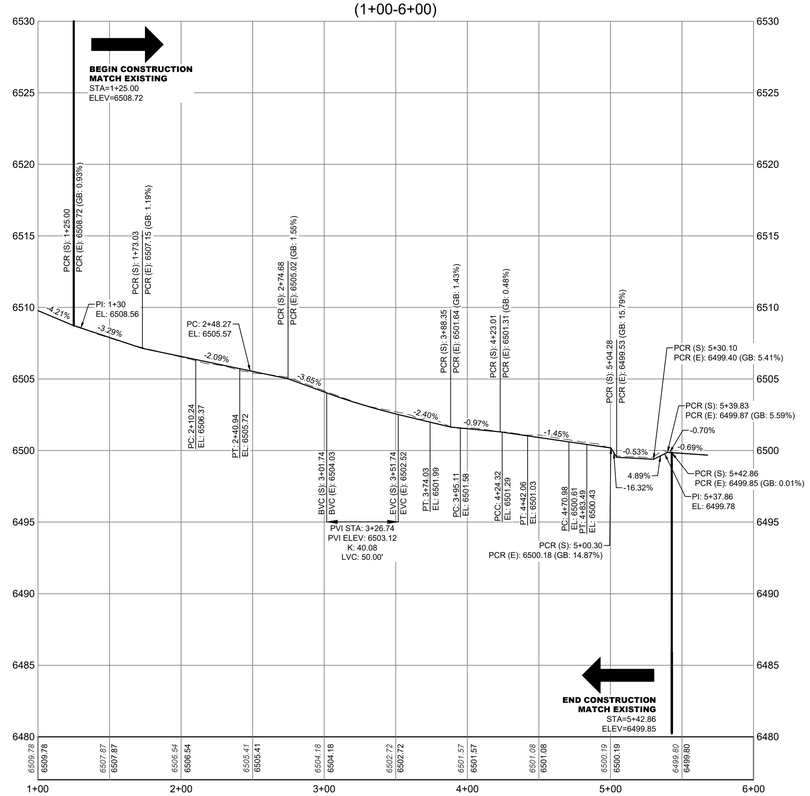




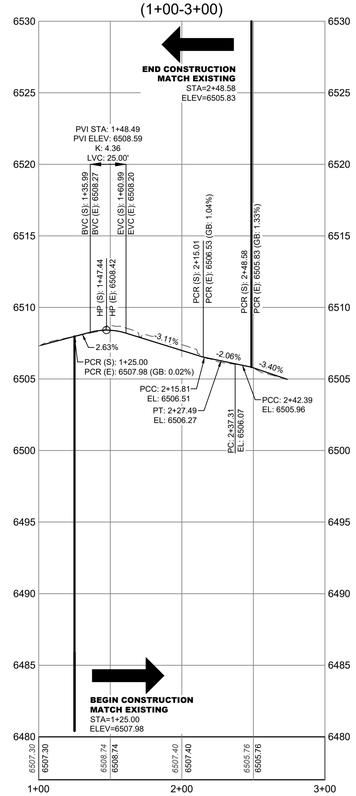
PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

LOGAN ST FL
(1+00-6+00)



LIONEL LN S FL
(1+00-3+00)



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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

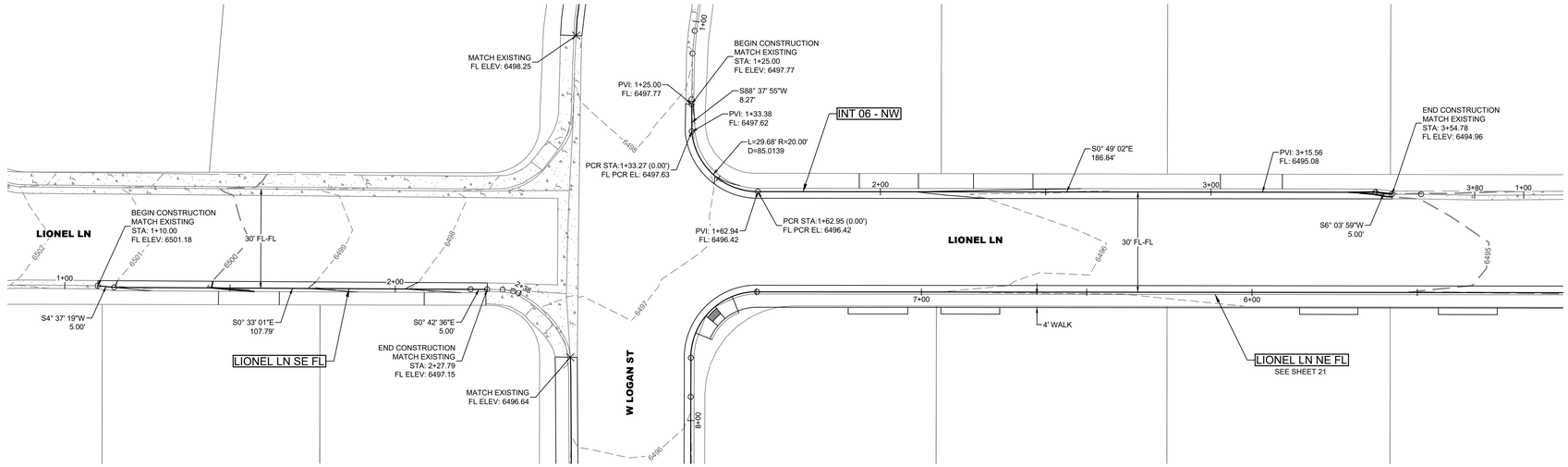
CONSTRUCTION DOCUMENTS
ROAD P&P - LOGAN ST & LIONEL LN S CDS

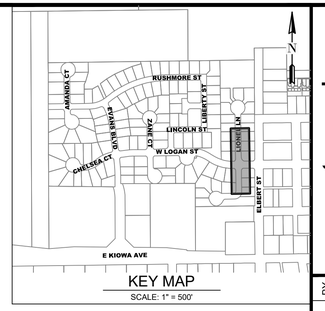
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SHEET
19 OF 35

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ph: 303.632.8867

12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS INTERSECTION DETAILS - HILLSIDE.DWG 7





KEY MAP

SCALE: 1" = 500'

0 20' 40'

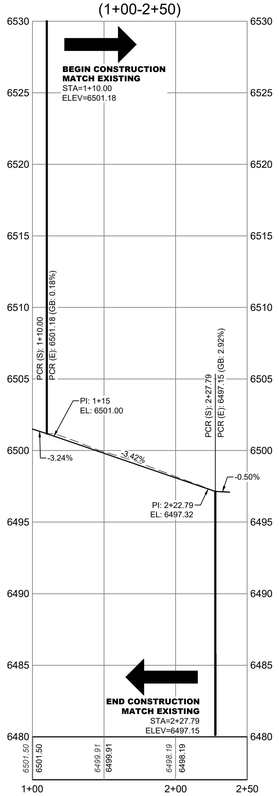
1 inch = 20'

PROFILE LEGEND

EXIST GRADE
PROP GRADE
1"=50' (HORZ) 1"=5' (VERT)

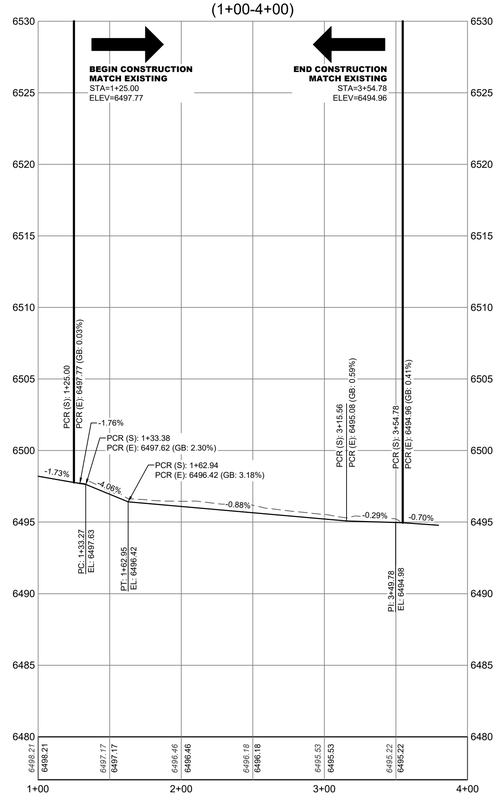
LIONEL LN SE FL

(1+00-2+50)



INT 06 - NW

(1+00-4+00)



#	REVISION DESCRIPTION	DATE	BY
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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

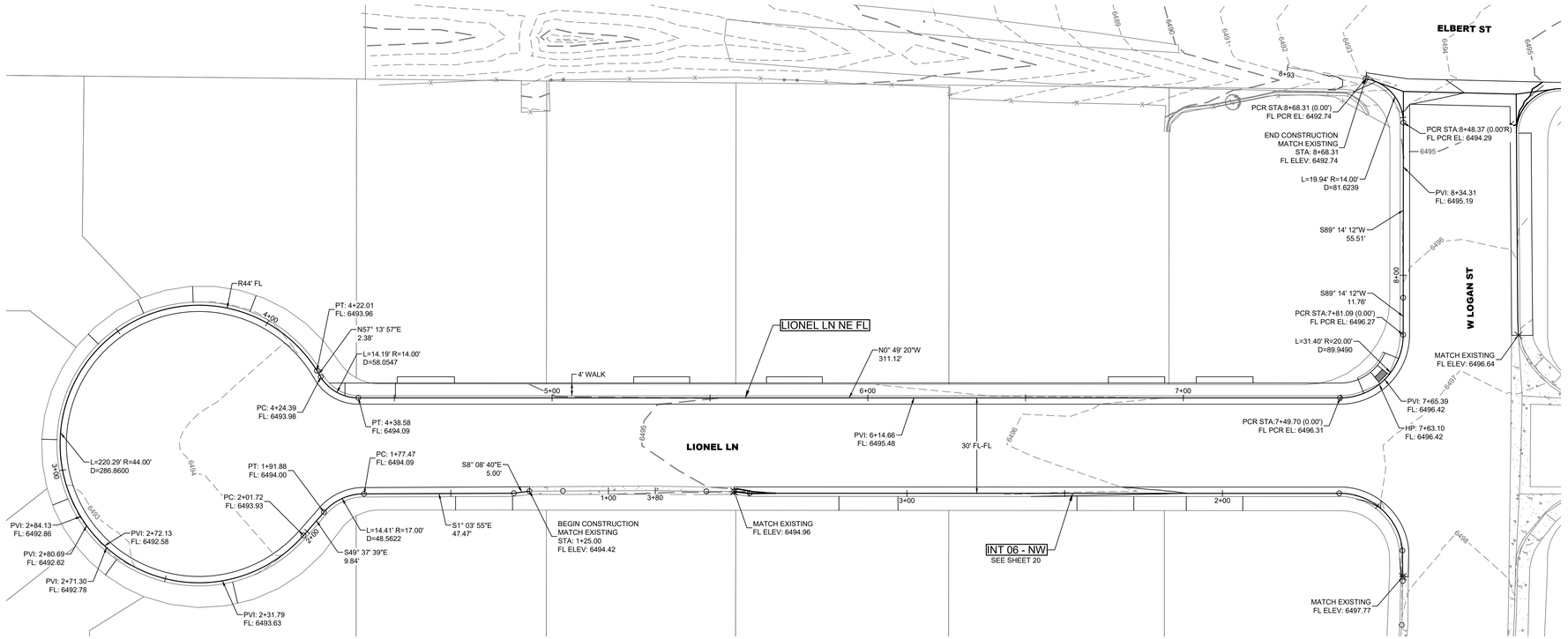
CONSTRUCTION DOCUMENTS
ROAD P&P - LIONEL LN

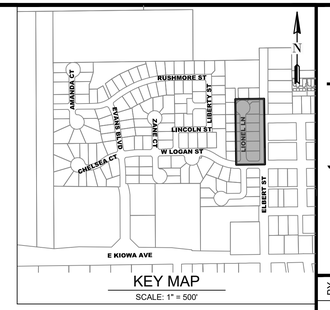
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0 20' 40'

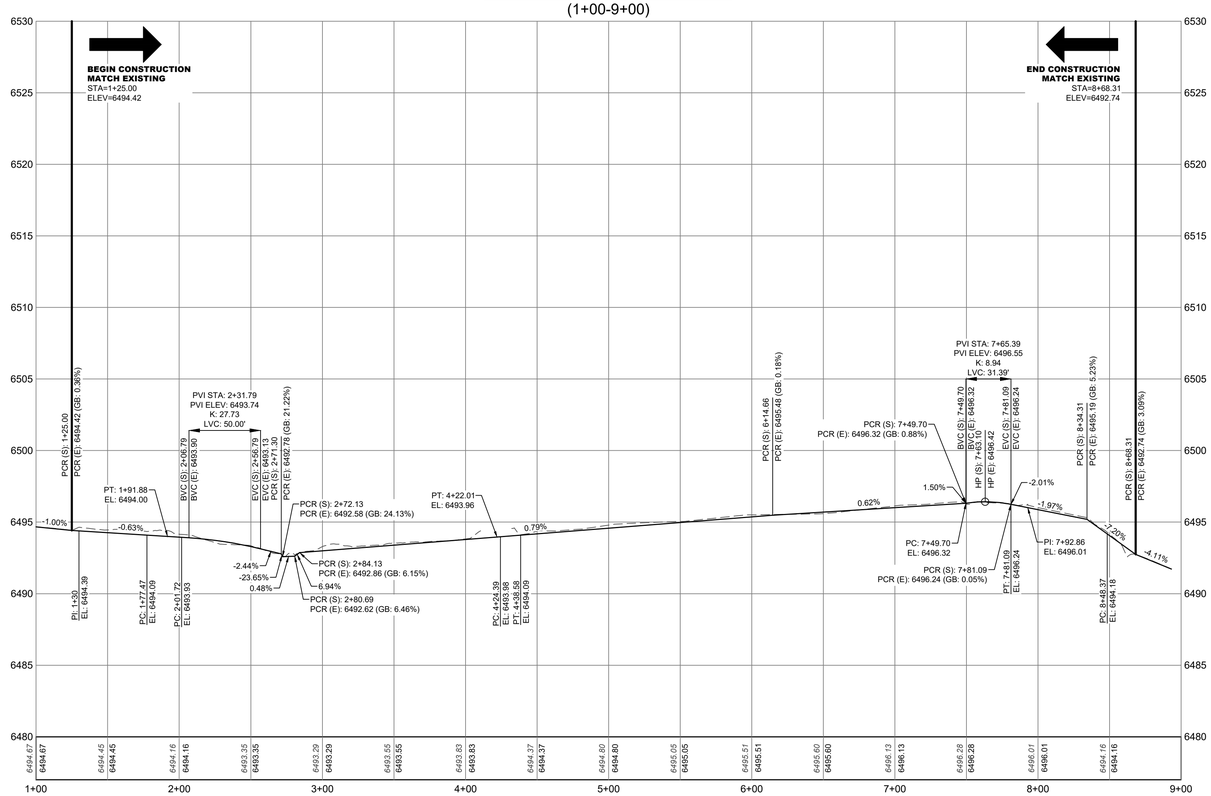
1 inch = 20'

PROFILE LEGEND

EXIST GRADE
PROP GRADE
1"=50' (HORZ) 1"=5' (VERT)

LIONEL LN NE FL

(1+00-9+00)



DATE	BY	#	REVISION DESCRIPTION
XX/XX/2025	MM	1	1ST SUBMITTAL

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

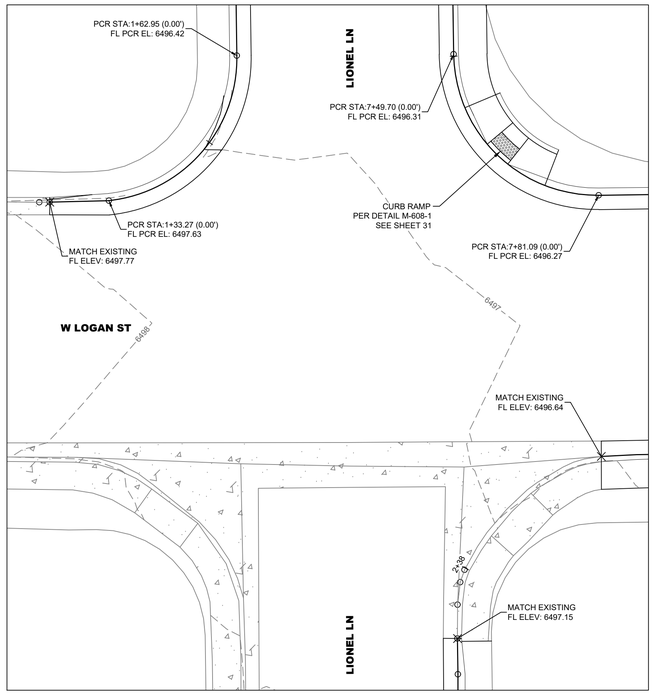
CONSTRUCTION DOCUMENTS
ROAD P&P - LIONEL LN NE

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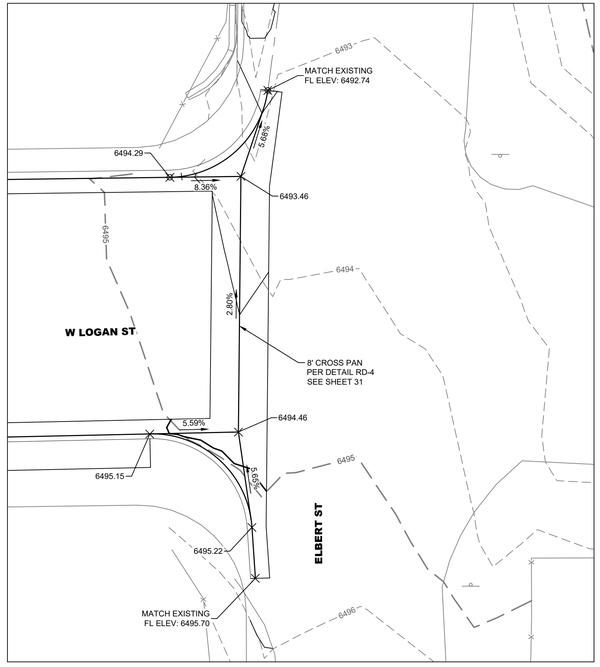
SHEET
21 OF 35

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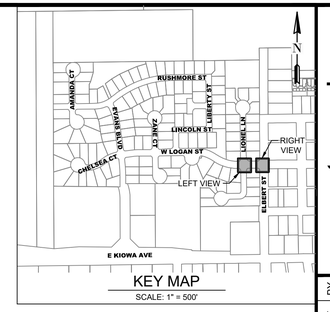
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INT 06
SCALE 1" = 10'



INT 07
SCALE 1" = 10'



KEY MAP
SCALE: 1" = 500'

N

0 20' 40'

1 inch = 20'

PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - INT 06 & 07

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SEE SHEET 24

SEE SHEET 27

EX STORM

TV

243.82' 8" W

NORTON FAMILY TRUST

K2 INVESTMENTS LLC

ELIZABETH FIRE PROTECTION DIST

EX STORM

TIE TO EX 8" WATER

8" VALVE

5.00' 8" W

8" BLOW OFF VALVE

88.53' 8" W

22.36' 8" W

65.37' 8" W

80.15' 8" W

80.15' 8" W

70.08' 8" W

5.00' 8" W

58.41' 8" W

8" VALVE

5.00' 8" W

8"X8" TEE

8" VALVE

5.00' 8" W

8" HORZ DEFLECTION

SPROUSE CT

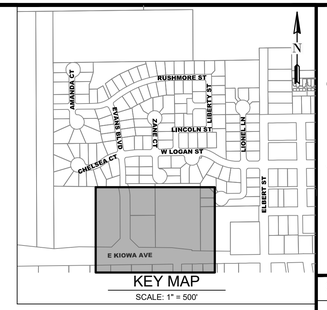
EVANS BLVD

ELIZABETH UNITED METHODIST CHURCH

ELIZABETH FIRE PROTECTION DIST

SEE SHEET 27

E KIOWA AVE



KEY MAP

SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

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NOT FOR CONSTRUCTION

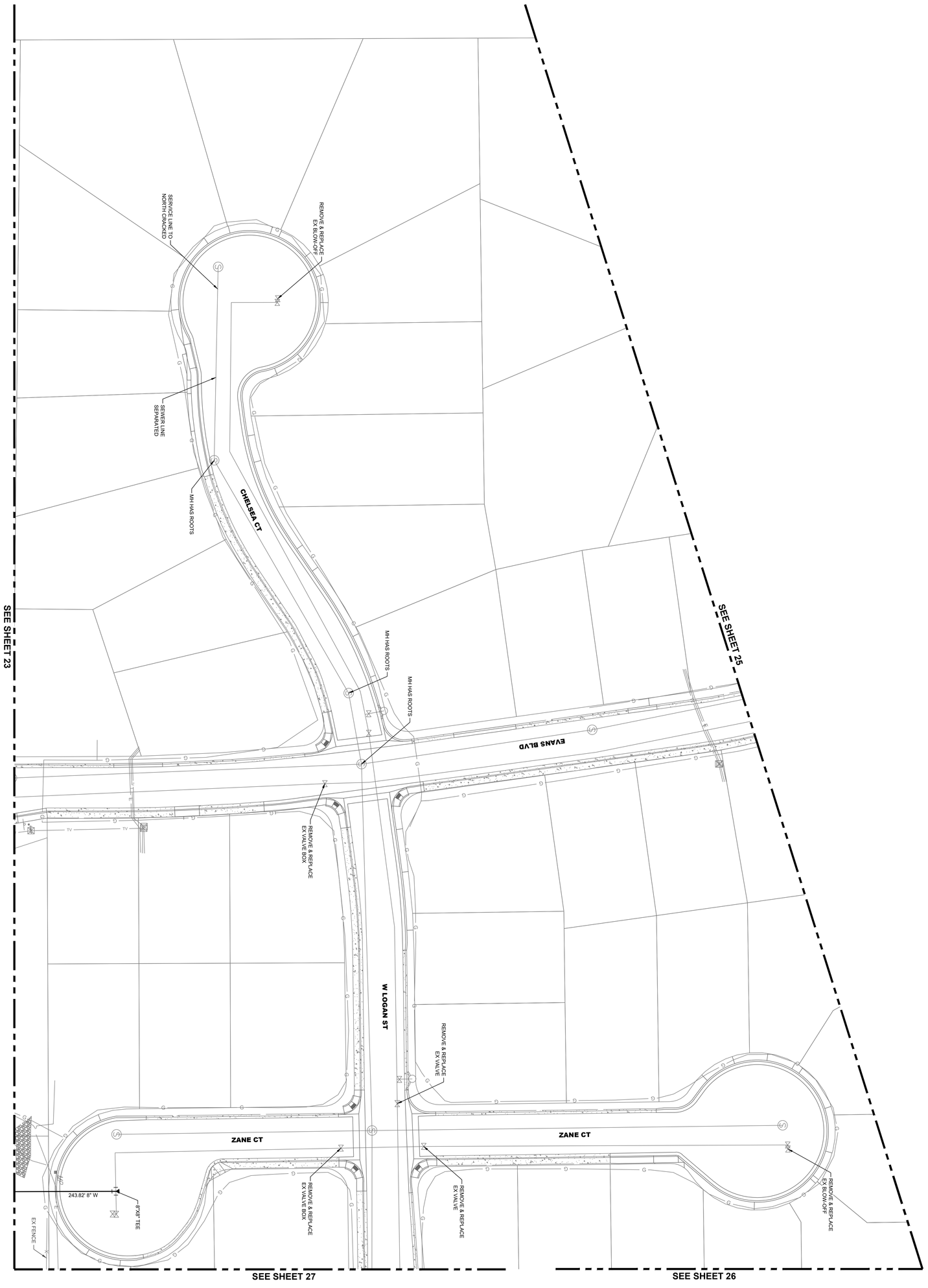
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

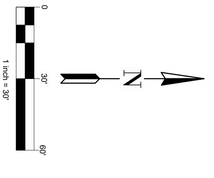
CONSTRUCTION DOCUMENTS
UTILITY PLAN (1 OF 5)

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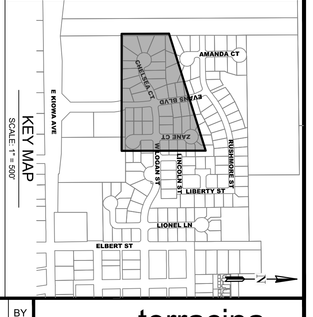
SHEET 23 OF 35

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KEY MAP
SCALE 1" = 500'



811 Know what's below. Call before you dig.

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

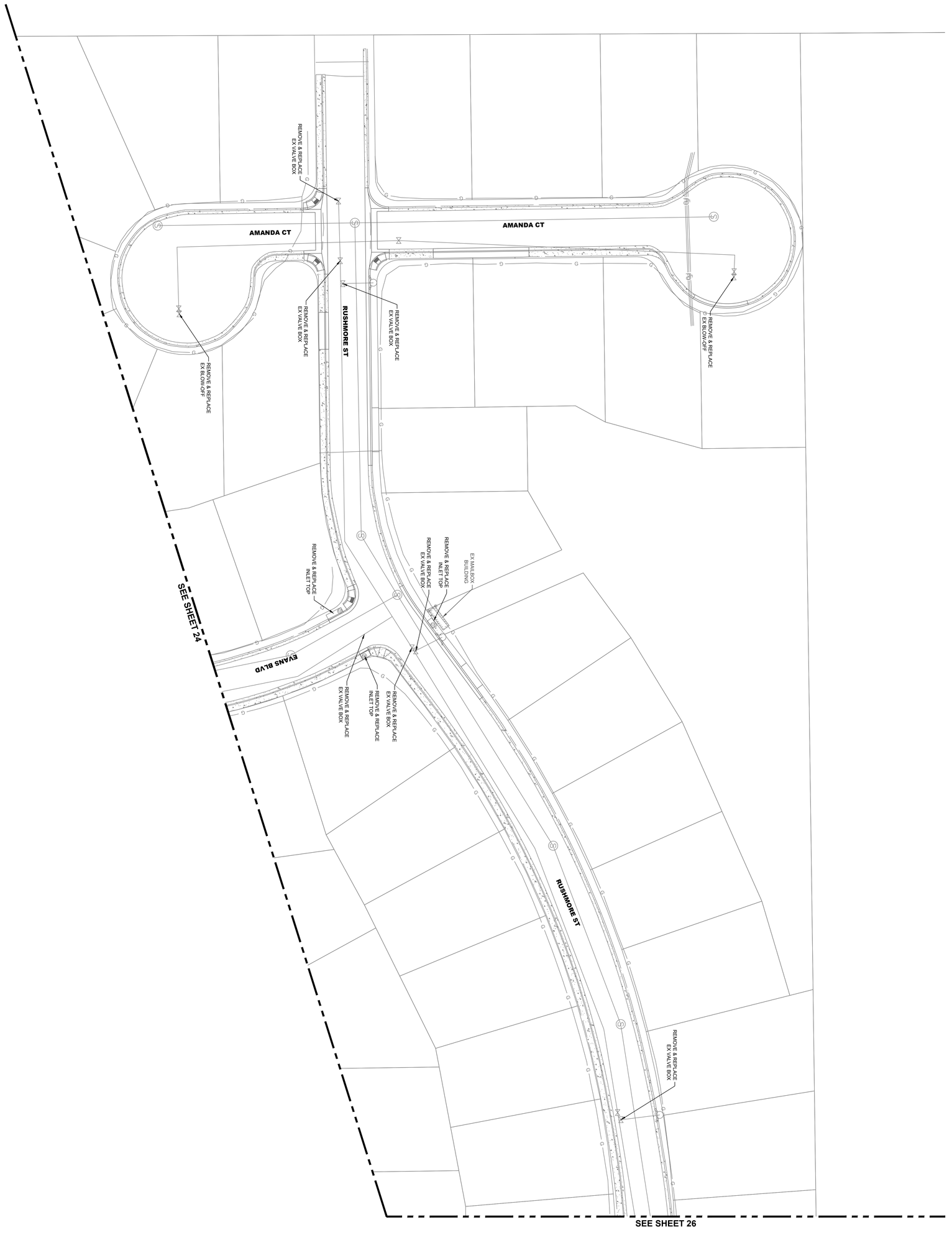
CONSTRUCTION DOCUMENTS
UTILITY PLAN (2 OF 5)

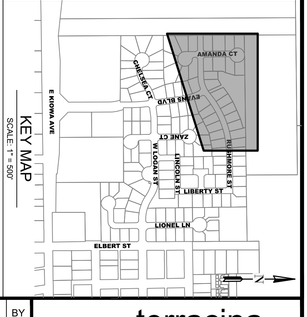
NOT FOR CONSTRUCTION

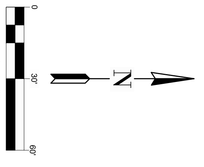
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SHEET 24 OF 35







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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
UTILITY PLAN (3 OF 5)

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SHEET 25 OF 35

SEE SHEET 25

RUSHMORE ST

LIBERTY ST

LIBERTY CT

LINCOLN ST

LINCOLN ST

LIONEL LN

REMOVE & REPLACE EX MANHOLE

REMOVE & REPLACE INLET TOP

REMOVE & REPLACE EX VALVE BOX

MH HAS ROOTS

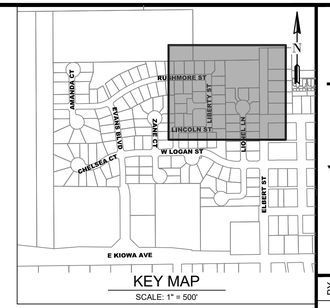
MH HAS ROOTS

SERVICE LINE HAS ROOTS

EX SWALE

SEE SHEET 24

SEE SHEET 27



KEY MAP

SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
UTILITY PLAN (4 OF 5)

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SHEET 26 OF 35

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SEE SHEET 26

SEE SHEET 24

SEE SHEET 23

LINCOLN ST

LIONEL LN

W LOGAN ST

ELBERT ST

LIONEL LN

ELIZABETH FIRE PROTECTION DIST

ELIZABETH FIRE PROTECTION DIST

REMOVE EX PRV

REMOVE & REPLACE EX MANHOLE

EX SWALE

EX 30" STORM FES

REMOVE & REPLACE INLET TOP

EX MAILBOX BUILDING

REMOVE & REPLACE EX BLOW-OFF

REMOVE & REPLACE INLET TOP

REMOVE & REPLACE EX VALVE BOX

12" FES

92.62' 12" SD

MH HAS ROOTS

MH HAS ROOTS

REMOVE & REPLACE EX VALVE BOX

18" NYLO INLET W/ DOME GRATE

8"X8" TEE

REMOVE & REPLACE EX BLOW-OFF

5.02' 8" W

8" VALVE

37.65' 8" W

5.00' 8" W

5.00' 8" W

16.40' 8" W

11.39' 8" W

8" 11.25" BEND

8" 22.5" BEND

8"X8" TEE

13.77' 8" W

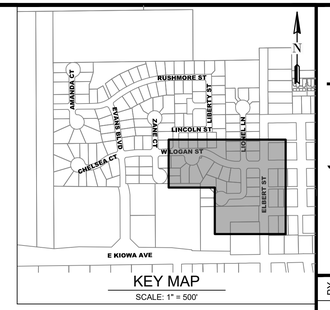
58.41' 8" W

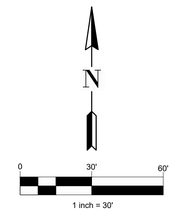
33.69' 8" W

12.77' 8" W

8"X8" TEE

8" HORZ DEFLECTION





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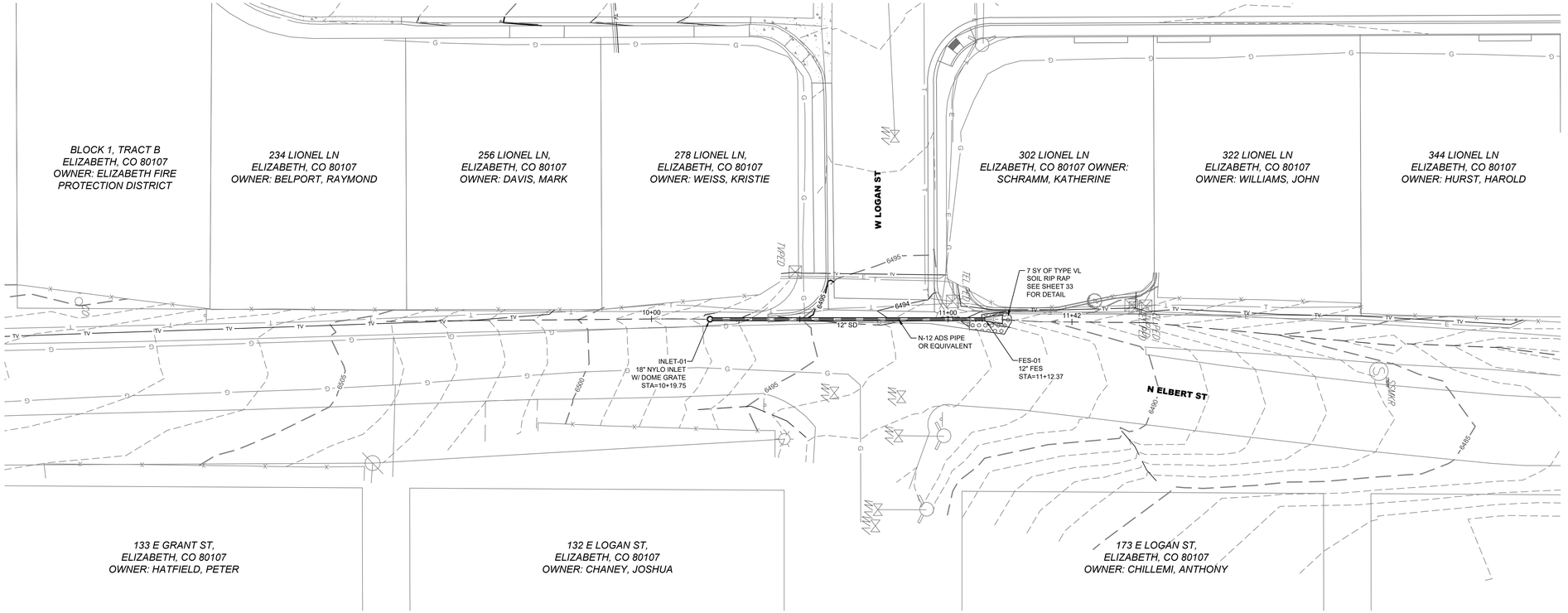
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

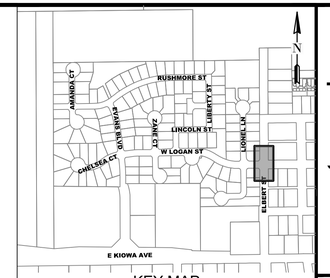
CONSTRUCTION DOCUMENTS
UTILITY PLAN (5 OF 5)

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KEY MAP

SCALE: 1" = 500'

N

0 20' 40'

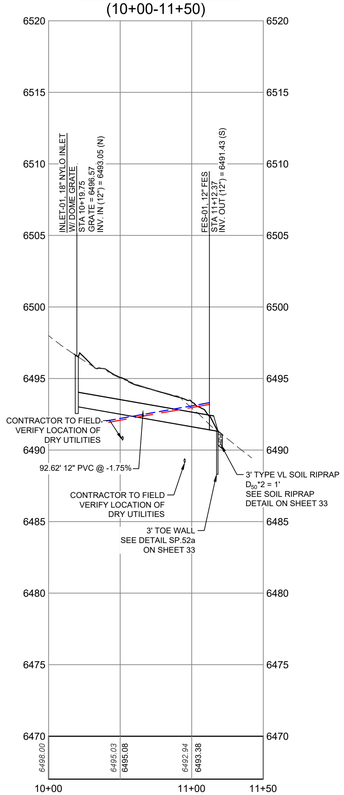
1 inch = 20'

PROFILE LEGEND

100-YR HGL	
5-YR HGL	
EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

STORM - 01

(10+00-11+50)



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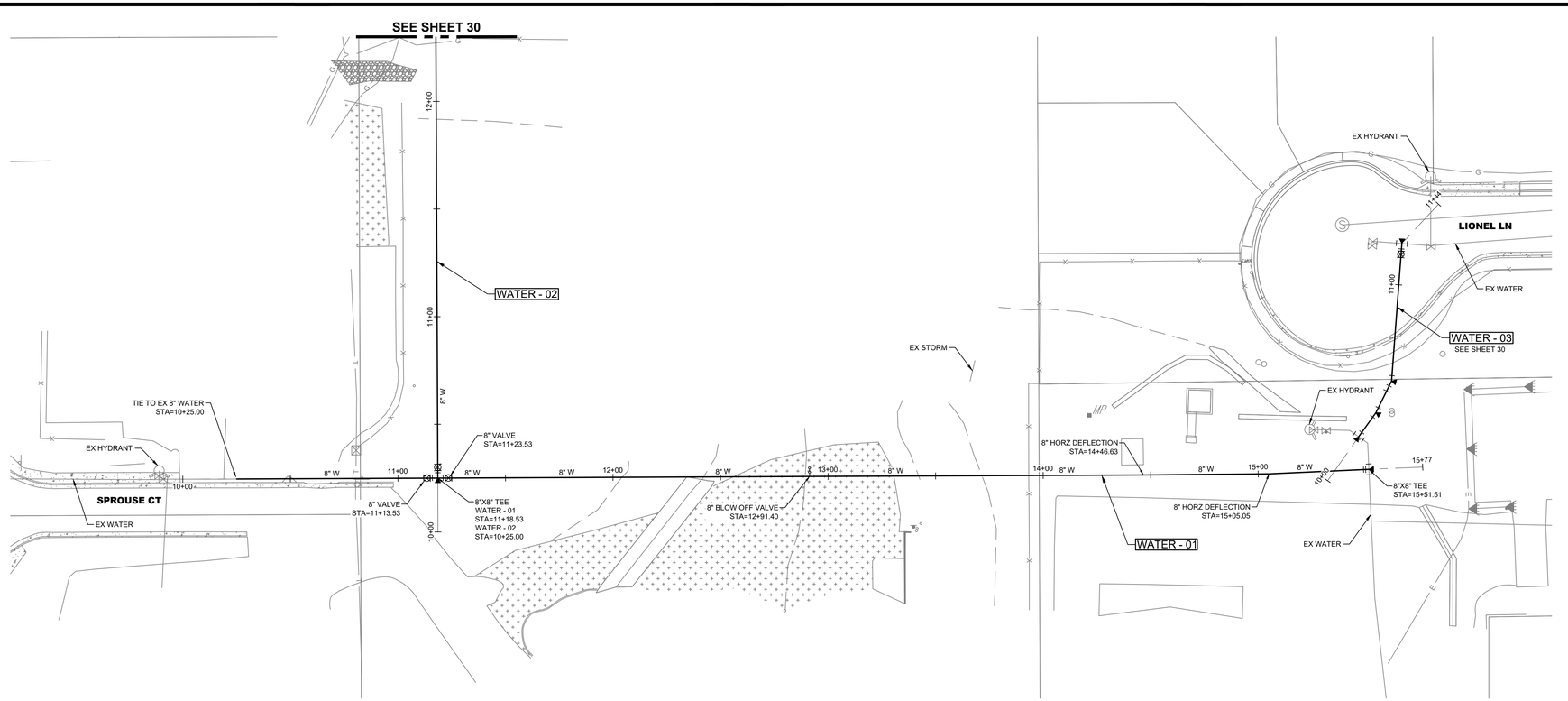
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

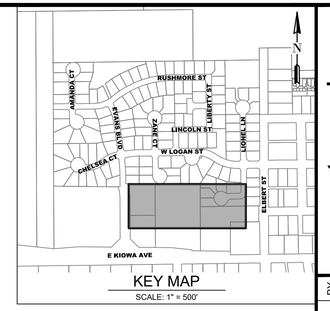
CONSTRUCTION DOCUMENTS
STORM P&P - STORM 01

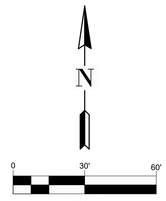
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28 OF 35

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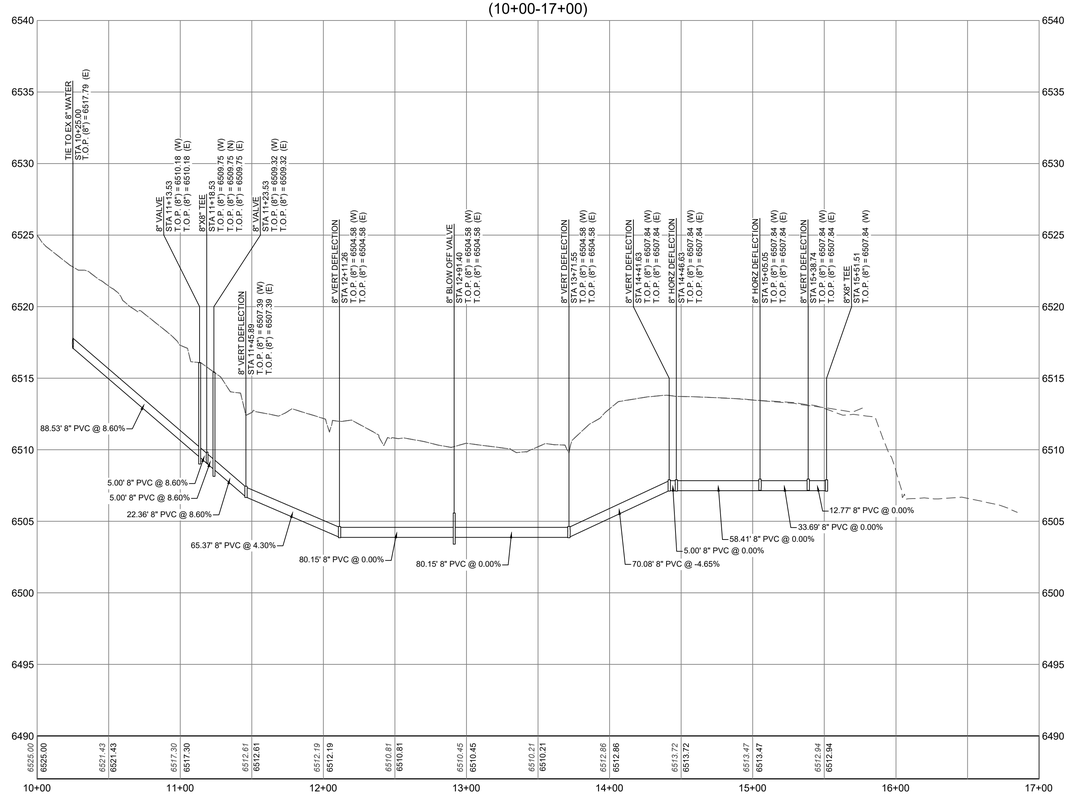


PROFILE LEGEND

EXIST GRADE	
PROP GRADE	
1"=50' (HORZ)	1"=5' (VERT)

WATER - 01

(10+00-17+00)



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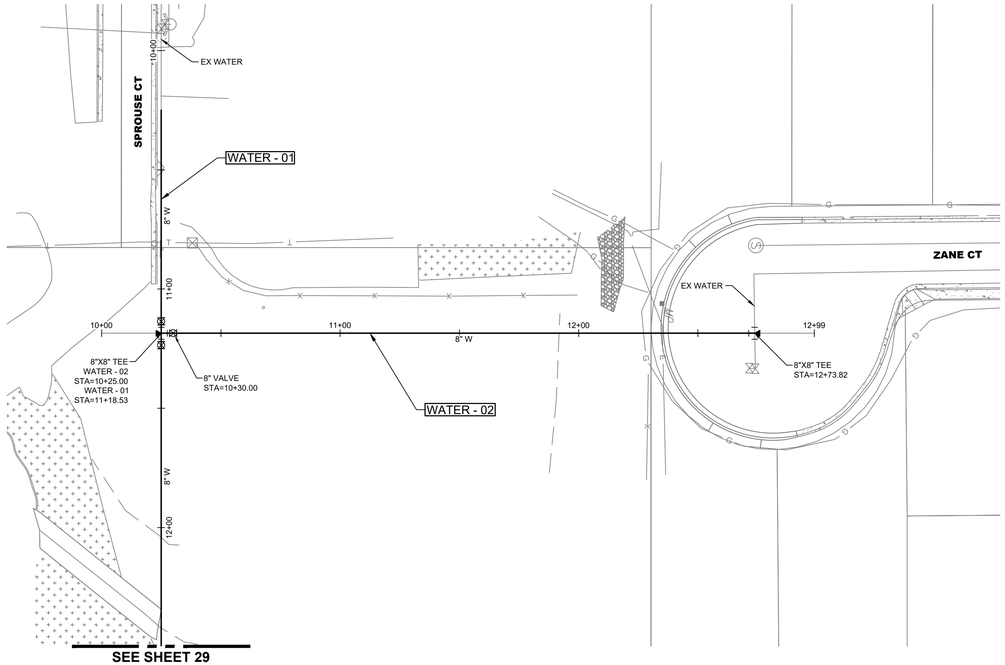
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

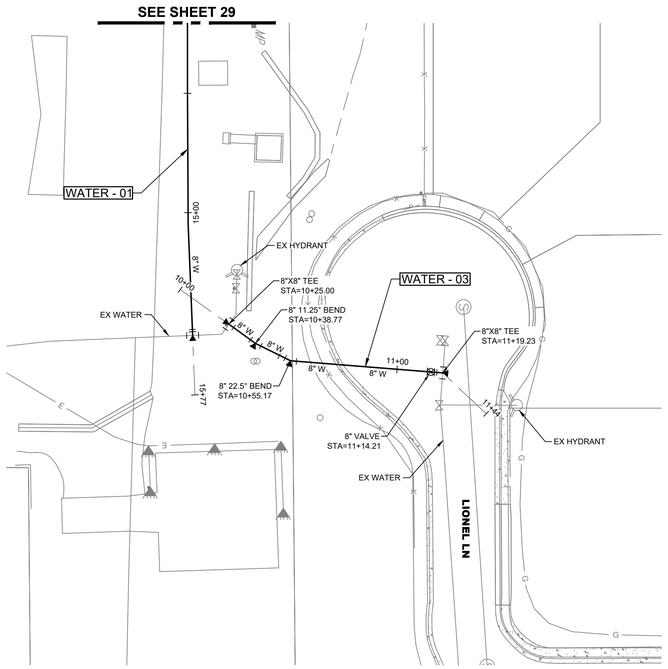
CONSTRUCTION DOCUMENTS
WATER P&PS - WATER 01

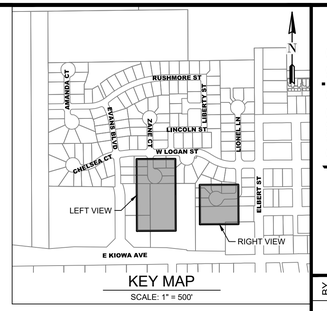
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KEY MAP

SCALE: 1" = 500'

0 30' 60'

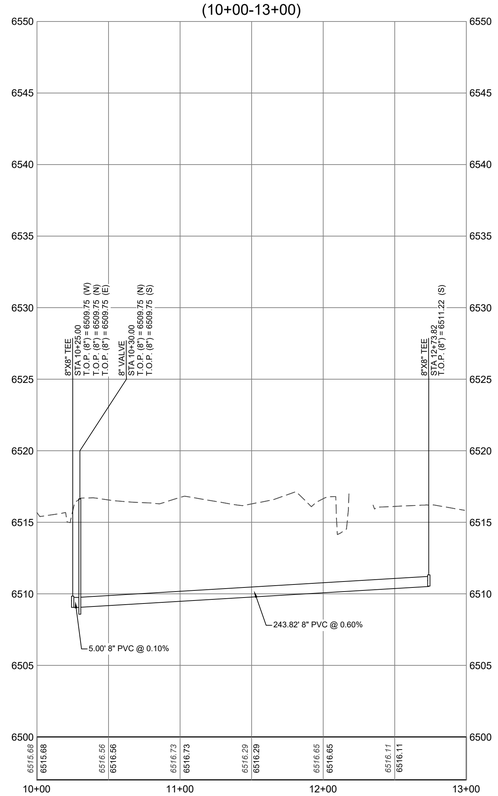
1 inch = 30'

PROFILE LEGEND

EXIST GRADE
PROP GRADE
1"=50' (HORZ) 1"=5' (VERT)

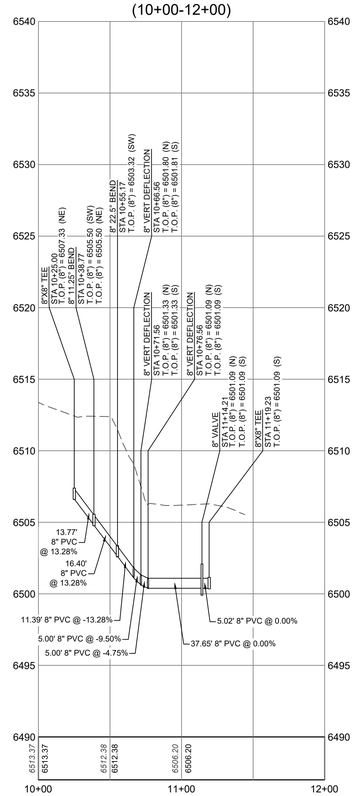
WATER - 02

(10+00-13+00)



WATER - 03

(10+00-12+00)



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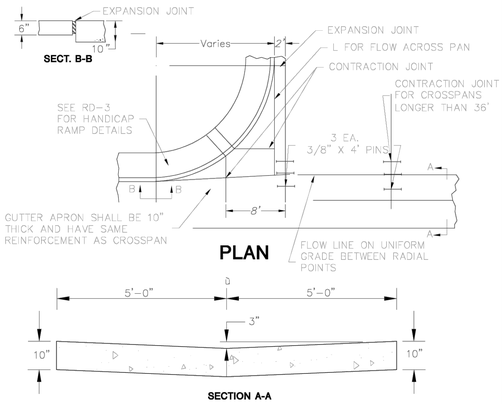
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CONSTRUCTION DOCUMENTS
WATER P&PS - WATER 02 & 03

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SHEET 30 OF 35

12/2/2025 2:18 PM. X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS WATER P&PS - HILLSIDE.DWG 2



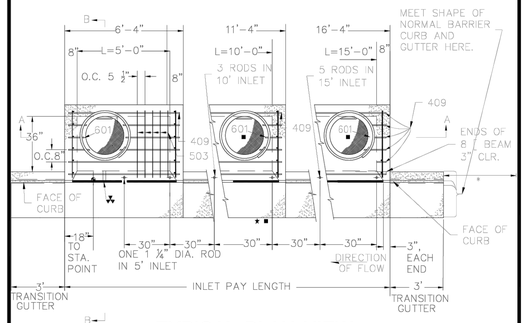
PAN LENGTH	REBAR HAVING END AREA OF
36'	.10 Sq. In. Per Ft. (#4 @ 18" E.W.)
46'	.13 Sq. In. Per Ft. (#4 @ 18" E.W.)
64'	.20 Sq. In. Per Ft. (#4 @ 18" E.W.)
84'	.26 Sq. In. Per Ft. (#4 @ 18" E.W.)

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CROSSPAN	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-4

■ADDITIONAL MANHOLE, RING AND COVER REQUIRED WHEN L=10' OR MORE. CUT REINFORCEMENT BAR ACCORDINGLY.

★FOR LENGTH GREATER THEN 5 FT. PROVIDE ACCESS AT BOTH ENDS.

☘A 2" DIAMETER TEMPORARY HOLE FOR DRAINAGE SHALL BE PLACED AT SUBGRADE ELEVATION OR A MINIMUM THREE INCHES BELOW ROAD BASE. THE HOLE SHALL BE PLUGGED WITH CONCRETE BEFORE ACCEPTANCE OF THE INLET.

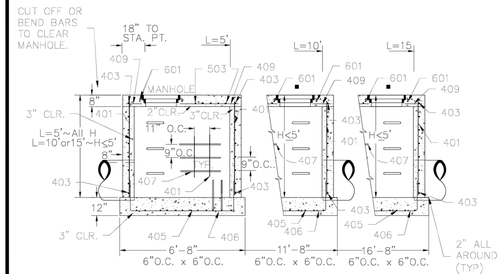


TYPICAL PLAN VIEW

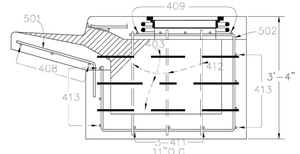
NOTE:
MANHOLE RING & COVER, STATION POINT AND OUTFLOW PIPE SHALL BE LOCATED AT THE SAME END OF THE INLET.

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5A

CUT OFF OR BEND BARS TO CLEAR MANHOLE.



SECTION A-A REGULAR INLET



(DOTTED BARS ARE IN SECTION D–D)

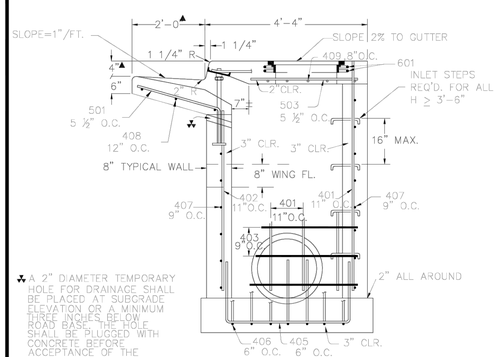
SECTIONS C-C & D-D

■ADDITIONAL MANHOLE, RING AND COVER REQUIRED WHEN L=10' OR MORE. CUT REINFORCEMENT BAR ACCORDINGLY.

NOTE:
MANHOLE RING & COVER, STATION POINT AND OUTFLOW PIPE SHALL BE LOCATED AT THE SAME END OF THE INLET.

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5B

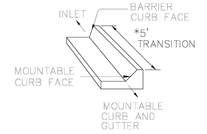
▲– FOR A 1'–0" PAN SLOPE 2" PER FT.



☘A 2" DIAMETER TEMPORARY HOLE FOR DRAINAGE SHALL BE PLACED AT SUBGRADE ELEVATION OR A MINIMUM THREE INCHES BELOW ROAD BASE. THE HOLE SHALL BE PLUGGED WITH CONCRETE BEFORE ACCEPTANCE OF THE INLET.

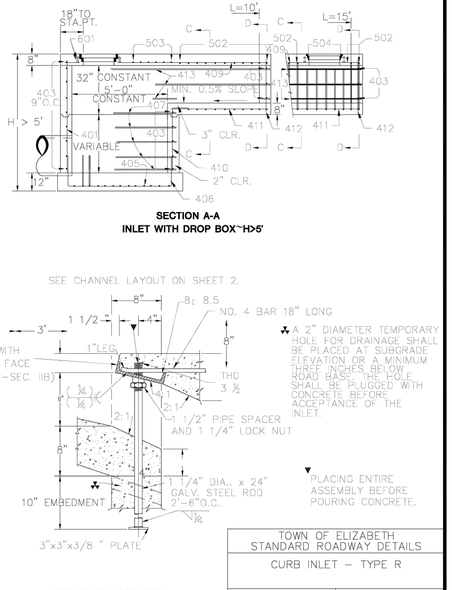
2" ALL AROUND

SECTION B-B
TYPICAL END VIEW



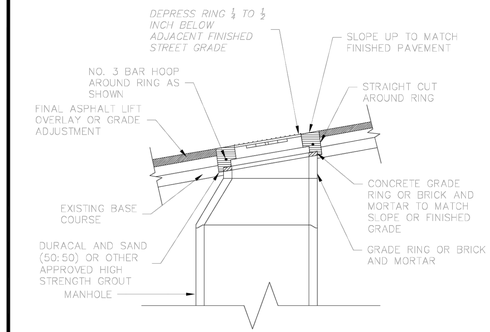
TRANSITION CURB

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5C



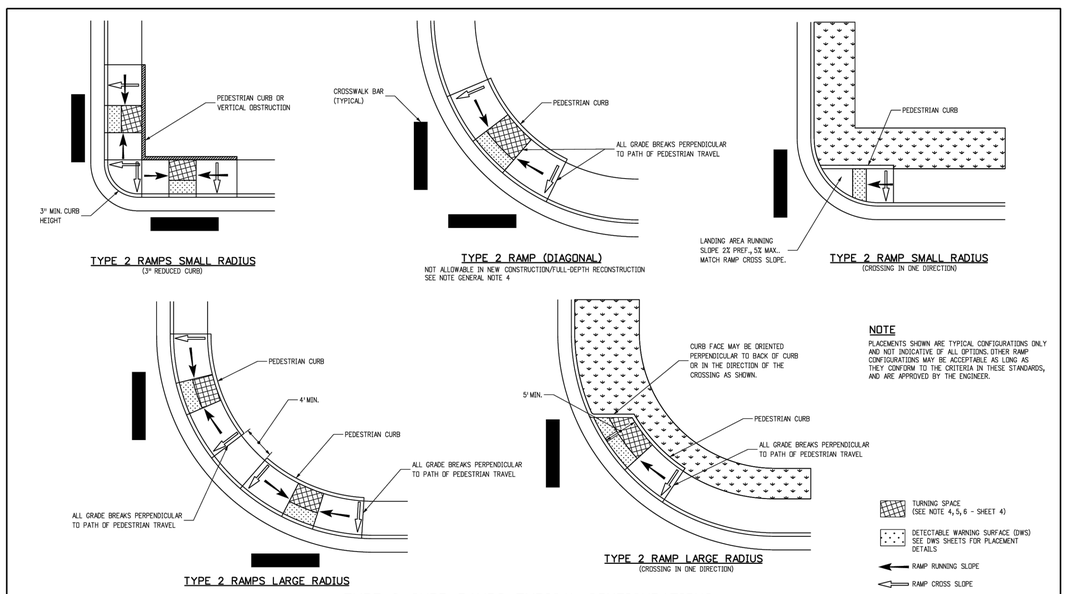
CURB FACE ASSEMBLY

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5D



NOTES:
1. ADEQUATE BARRICADES SHALL BE PLACED AND MAINTAINED UNTIL THE COLLAR ATTAINS A COMPRESSIVE STRENGTH OF 3000 PSI.
2. DURACAL GROUT SHALL BE A MIXTURE OF 100 LBS. DURACAL, 26 LBS. WATER (3.12 GAL.) AND 100 LBS. OF SAND CONFORMING TO ASTM C–35.
3. MANHOLES SHALL NOT BE LOCATED IN CROSSPANS OR GUTTERS

TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
MANHOLE RING AND COVER	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-7



TYPE 2 CURB RAMPS TYPICAL CONFIGURATIONS

Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	
Last Modification Date: 07/31/19	
Detailer Initials: LTA	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	

Sheet Revisions		
	Date:	Comments

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

CURB RAMPS

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-608-1
Standard Sheet No. 5 of 10
Project Sheet Number:

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
ph: 303.632.8867

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

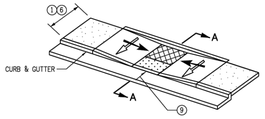
NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
DETAILS

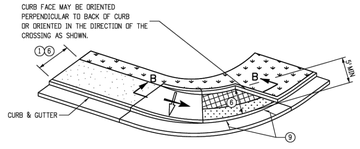
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SHEET 31 OF 35

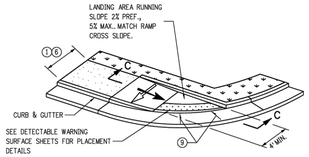
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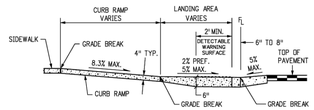
PARALLEL RAMP
(TYPICAL)



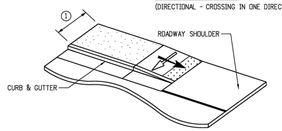
PARALLEL RAMP
(SIDEWALK ENDS)



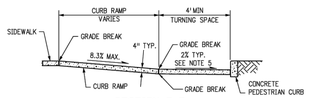
PARALLEL RAMP
(DIRECTIONAL - CROSSING IN ONE DIRECTION ONLY)



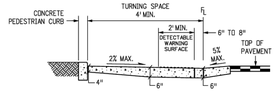
SECTION C-C



SIDEWALK TO SHOULDER TRANSITION



SECTION B-B



SECTION A-A

PARALLEL RAMP NOTES

1. RAMP WIDTH - PROVIDE A RAMP WIDTH EQUAL TO THE ADJOINING SIDEWALK, PROVIDE 4 FT. WIDTH MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
2. RAMP RUNNING SLOPE - 8.3% MAX.
3. RAMP CROSS SLOPE - 2.0% MAX.
4. TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED PERPENDICULAR TO THE BACK OF CURB.
5. TURNING SPACE CROSS SLOPE - 2.0% TYPICAL, AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF THE TURNING SPACE MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE. TURNING SPACE CROSS SLOPE IS MEASURED IN THE DIRECTION OF THE RAMP RUN.
6. TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE BOTTOM OF PARALLEL RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. PROVIDE 4 FT. MINIMUM, MEASURED IN THE DIRECTION OF THE RAMP RUN. IF THE TURNING SPACE IS CONSTRAINED ON TWO SIDES, PROVIDE 5 FT. MEASURED IN THE DIRECTION OF PEDESTRIAN STREET CROSSING. THE TURNING SPACE MAY CONTAIN THE DETECTABLE WARNING SURFACE.
7. RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED SO THE TURNING SPACE IS FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERATIONS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ONE CURB RAMP FOR EACH CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CORNER) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL-DEPTH RECONSTRUCTION.
8. RAMP LENGTH - PARALLEL RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE TURNING SPACE TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
9. GUTTER COUNTER SLOPE - 5.0% MAX.

SIDEWALK
TURNING SPACE (4) (5) (6)
DETECTABLE WARNING SURFACE (DWS)

TYPE 2 PARALLEL CURB RAMPS

Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	
Last Modification Date: 07/31/19	
Detailer Initials: LTA	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	

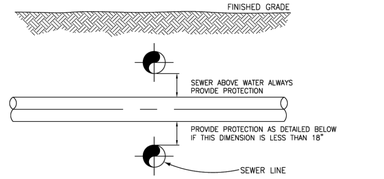
Sheet Revisions	
Date:	Comments

Colorado Department of Transportation
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Project Development Branch JBK

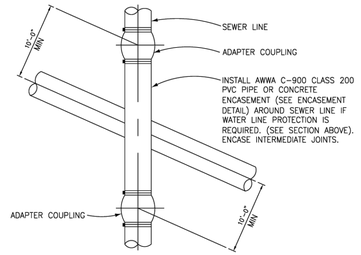
CURB RAMPS

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-608-1
Standard Sheet No. 4 of 10
Project Sheet Number:



SECTION

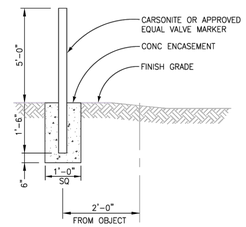


PLAN

TOWN OF ELIZABETH

SEWER AND WATER LINE CROSSING

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	G3
WATER AND SEWER STANDARDS	



TOWN OF ELIZABETH

SURFACE MARKER

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	G5
WATER AND SEWER STANDARDS	

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
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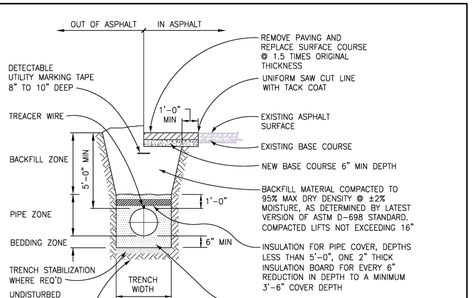
#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
DETAILS

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SHEET 32 OF 35



NOTE:
1. TRENCH SHALL CONFORM TO OSHA STANDARDS.

TRENCH WIDTH SHALL CONFORM TO THE FOLLOWING:

PIPE I.D.	MIN. WIDTH	MAX. WIDTH
4" OR SMALLER	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-0"	3'-0"
16"	2'-4"	3'-4"

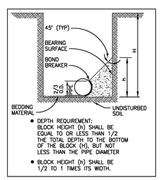
TOWN OF ELIZABETH

WATER PIPE TRENCH

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W1
WATER AND SEWER STANDARDS	

GENERAL:

1. ALL BURIED PIPING FITTINGS SHALL BE PROVIDED WITH CONCRETE THRUST BLOCKS AT ALL DIRECTION CHANGES UNLESS OTHERWISE NOTED.
2. IN ADDITION TO THRUST BLOCKS, ALL FITTINGS AND VALVES SHALL BE RESTRAINED FOR AT LEAST 40 FEET IN ALL DIRECTIONS. MEGALUGS MAY BE USED ON DIP AND PVC PIPE FOR RESTRAINT EXCEPT IN LOCATIONS WHERE FLEXIBLE JOINTS ARE REQUIRED.
3. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH OR STRUCTURAL BACKFILL.
4. KEEP CONCRETE CLEAR OF JOINTS, BOLTS, NUTS, CLAMPS, AND OTHER ACCESSORIES.
5. THRUST BLOCKS SHALL NOT BE LOCATED OR SIZED TO ENCASE ADJACENT PIPES OR FITTINGS.
6. A BOND BREAKER SHALL BE PLACED BETWEEN THE PIPE AND THRUST BLOCK.
7. DO NOT COVER ANY BOLT CONNECTIONS.



TYPICAL CROSS SECTION

FITTING SIZE (IN)	A_1 TEE, WYE PLUG OR CAP (SF)	A_2 90° BEND (SF)	A_2 45° BEND (SF)	A_2 22 1/2° BEND (SF)	A_2 11 1/4° BEND (SF)
4	1.4	2.0	1.1	1.0	1.0
6	3.2	4.5	2.4	1.2	1.0
8	5.7	8.0	4.3	2.2	1.1
10	8.8	12.5	6.8	3.4	1.7
12	12.7	18.0	9.7	5.0	2.5
14	17.3	24.5	13.3	6.8	3.4
16	22.6	32.0	17.3	8.8	4.4
18	28.6	40.5	21.9	11.2	5.6
20	35.3	50.0	27.1	13.8	6.9
24	50.9	72.0	39.0	19.9	10.0

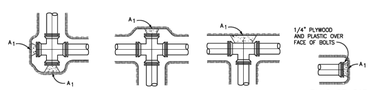
TABLE 1 - BEARING AREA OF THRUST BLOCKS IN SQUARE FEET (HORIZONTAL BENDS & VERTICAL UPWARD BENDS)

HORIZONTAL BENDS AND VERTICAL UPWARD BENDS:

1. BEARING AREAS (TABLE 1) BASED ON TEST PRESSURE OF 150 psi, AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf AND A SAFETY FACTOR OF 1.5, TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING PRESSURES, USE THE FOLLOWING EQUATION:

BEARING AREA = (TEST PRESSURE / 150 psi) x (2,000 / SOIL BEARING PRESSURE psf) x (TABLE 1 VALUE)

2. UNLESS OTHERWISE NOTED ON THE GENERAL DRAWINGS IN THE GENERAL NOTES OR SPECIFICATIONS, USE SOIL BEARING PRESSURE = 2000 psf FOR THIS PROJECT.
3. BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQUARE FOOT.
4. IF THE DEPTH REQUIREMENT (SEE TYPICAL CROSS SECTION) CAN NOT BE ACHIEVED, THE ENGINEER SHALL BE NOTIFIED.



PLUGGED CROSS | PLUGGED CROSS | TEE | PLUG OR CAP

BEND | TEE PLUGGED ON RUN | WYE

TOWN OF ELIZABETH

HORIZONTAL THRUST BLOCKS

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W2
WATER AND SEWER STANDARDS	

TABLE 2 - VOLUME OF THRUST BLOCK IN CUBIC YARDS (VERTICAL DOWNWARD BENDS)

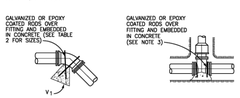
FITTING SIZE (IN)	V_1 45° BEND (CY)	V_1 22 1/2° BEND (CY)	V_1 11 1/4° BEND (CY)	ROD SIZE	EMBEDMENT (FT)
4	0.5	0.3	0.1	#5	2.5
6	1.1	0.6	0.3	#5	2.5
8	2.0	1.1	0.5	#5	2.5
10	3.1	1.7	0.9	#5	2.5
12	4.4	2.4	1.2	#5	2.5
14	6.1	3.3	1.7	#5	3.0
16	7.9	4.3	2.2	#5	3.0
18	10.0	5.4	2.8	#5	3.0
20	12.3	6.7	3.4	#5	3.0
24	17.8	9.6	4.9	#5	3.0

VERTICAL DOWNWARD BENDS:

1. VERTICAL BENDS THAT REQUIRE A THRUST BLOCK VOLUME EXCEEDING 5 CUBIC YARDS REQUIRE SPECIAL THRUST DETAILS. SEE DRAWINGS FOR VOLUMES SHOWN TO LEFT OF HEAVY, BOLD LINE IN TABLE 2.
2. THRUST BLOCK VOLUMES (TABLE 2) FOR VERTICAL DOWNWARD BENDS HAVING UPWARD RESULTANT THRUSTS ARE BASED ON TEST PRESSURE OF 150 PSI, THE WEIGHT OF CONCRETE = 4050 LBS/CUBIC YARD, AND A SAFETY FACTOR OF 1.5. TO COMPUTE VOLUMES FOR DIFFERENT TEST PRESSURES AND CONCRETE WEIGHTS, USE THE FOLLOWING EQUATION:

VOLUME = (TEST PRESSURE / 150) x (4,050 / CONCRETE WEIGHT) x (TABLE 2 VALUE)

3. VOLUME OF THRUST BLOCK IN CUBIC YARDS FOR VALVES SHALL BE THE SAME VOLUME USED FOR 11 1/4 BENDS.



VERTICAL DOWNWARD BEND

VALVE

THRUST RESTRAINTS
NTS

TOWN OF ELIZABETH

VERTICAL THRUST BLOCKS

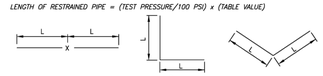
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W3
WATER AND SEWER STANDARDS	

LENGTH OF RESTRAINED PIPE

PIPE SIZE	FITTING	90° BEND, TEE, PLUG, OR VALVE	45° BEND	22 1/2° BEND	11 1/4° BEND
4"	L	30'	9'	1'	–
6"	L	45'	13'	4'	–
8"	L	60'	18'	5'	1'
12"	L	90'	25'	7'	2'
14"	L	100'	28'	7'	2'
16"	L	110'	32'	8'	2'
20"	L	130'	39'	10'	3'
24"	L	160'	45'	12'	3'

NOTES:
1. LENGTH OF RESTRAINED PIPE MEASURED EACH WAY FROM VALVES AND BENDS.
2. BASED ON 100 PSI INTERNAL PRESSURE.
3. LENGTH REFERS TO THE AMOUNT OF PIPE WHICH MUST BE TIED TOGETHER.
4. FOR LENGTH OF RESTRAINED PIPE AT DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION:
5. IF A VALVE IS WITHIN DISTANCE "L" OF A FITTING, THE VALVE MUST BE TIED TO THAT FITTING.
6. CROSSES MUST BE RESTRAINED IN ALL APPLICABLE DIRECTIONS.
7. LENGTH OF RESTRAINED PIPE CHART IS ALSO FOR THE LENGTH OF JOINT RESTRAINT FOR MEGALUGS, OR OTHER RESTRAINT SYSTEM.

LENGTH OF RESTRAINED PIPE = (TEST PRESSURE/100 PSI) x (TABLE VALUE)



TEE OR VALVE | 90° BEND | BENDS

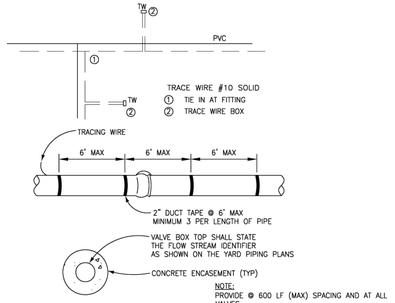
STANDARD THRUST BLOCKS

TOWN OF ELIZABETH

MECHANICAL THRUST RESTRAINT

SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W4
WATER AND SEWER STANDARDS	

12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS DETAILS - HILLSIDE.DWG 2
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VALVE BOX PAD

TOWN OF ELIZABETH

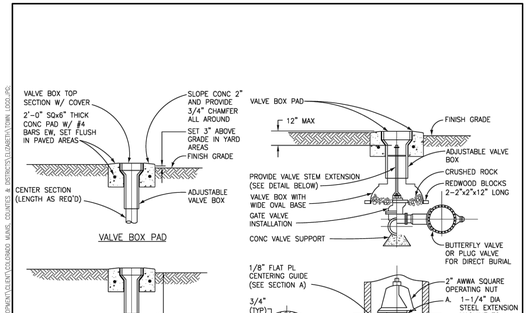
TRACER WIRE

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011

WATER AND SEWER STANDARDS

W5



TOWN OF ELIZABETH

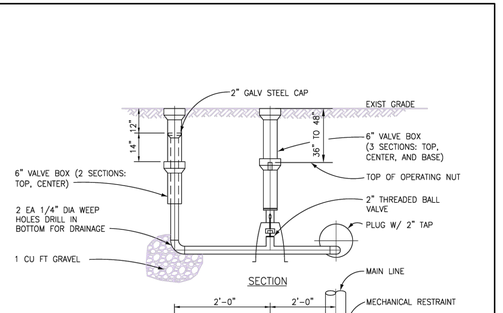
BURIED VALVES

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LAST REVISED: JUNE 2011

WATER AND SEWER STANDARDS

W6



BLOWOFF

NTS

TOWN OF ELIZABETH

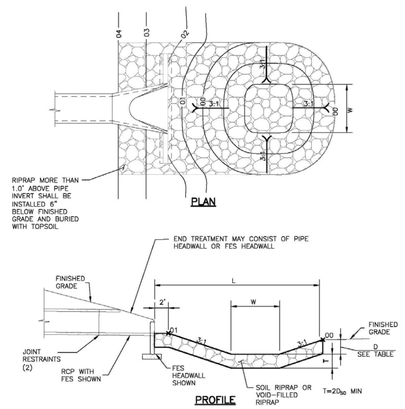
BLOW-OFF

SCALE: NTS | DATE: JUNE 2011

LAST REVISED: JUNE 2011

WATER AND SEWER STANDARDS

W8



PIPE SIZE OR BOX HEIGHT	D	W*	L
18" – 24"	1'–0"	4'	15'
30" – 36"	1'–6"	6'	20'
42" – 48"	2'–0"	7'	24'
54" – 60"	2'–6"	8'	28'
66" – 72"	3'–0"	9'	32'

* IF OUTLET PIPE IS A BOX CULVERT WITH A WIDTH GREATER THAN W, THEN W = CULVERT WIDTH

Figure 9-37. Low tailwater riprap basin

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
ph: 303.632.8867

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
DETAILS

Know what's below. Call before you dig. 811

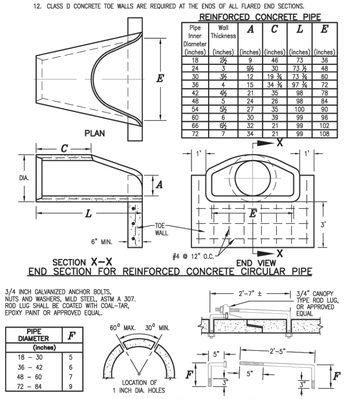
SHEET 33 OF 35

GENERAL NOTES

1. DIMENSIONS OF END SECTIONS MAY VARY SLIGHTLY FROM THOSE SHOWN ON THE TABLES DUE TO DIFFERENT MANUFACTURER'S VARIATIONS.
2. CONCRETE END SECTIONS ARE TO BE FURNISHED WITH TONGUE OR GROOVE AS REQUIRED.
3. DESIGN LENGTH OF CULVERT OR SIDE DRAIN IS BASED ON LENGTH OF END SECTION SHOWN IN TABLE. ANY ADDITIONAL PIPE REQUIRED TO PROVIDE THE DESIGN LENGTH SHALL BE FURNISHED BY AND AT THE EXPENSE OF THE CONTRACTOR.
4. INSIDE CONFIGURATION AND JOINT OF CONCRETE END SECTION END PIPE SHALL MATCH.
5. END SECTIONS FOR CMP ARCH CULVERT SHALL MATCH THE DIMENSIONS OF THE CULVERT SHOWN ON THE PLANS.
6. GALVANIZED TOE PLATE AS SHOWN, WILL BE REQUIRED ON END SECTIONS FOR CORRUGATED STEEL PIPE AND SHALL BE THE SAME THICKNESS AS END SECTIONS. TOE PLATE SHALL BE FIELD-BOLTED TO END SECTION WITH ¾" GALVANIZED BOLTS, NUTS AND WASHERS.
7. GALVANIZED STEEL SHALL BE IN CONFORMANCE WITH AASHTO M 111, M 218 OR M 232.
8. FOR TYPE SD END SECTIONS, BARS SHALL BE FABRICATED FROM NPS-3 GALVANIZED STEEL SCHEDULE 40 PIPE WHICH SHALL BE IN CONFORMANCE WITH ASTM A 53.
9. FOR A TYPE SD END SECTION, THE INSTALLATION OF ALTERNATIVE 1 OR ALTERNATIVE 2 END SECTION SHALL BE THE CONTRACTOR'S OPTION.
10. CONCRETE PIPE JOINT FASTENERS SHALL BE INSTALLED AT THE FLARED END SECTION AND LAST TWO PIPE JOINTS OF ALL RCP OUTFALLS.
11. CONNECTIONS OF METAL END SECTIONS TO PLASTIC PIPE SHALL BE APPROVED BY THE ENGINEER.
12. CLASS D CONCRETE TOE WALLS ARE REQUIRED AT THE ENDS OF ALL FLARED END SECTIONS.

REINFORCED CONCRETE PIPE

Pipe Inner Diameter (Inches)	Wall Thickness (Inches)	A (Inches)	C (Inches)	L (Inches)	E (Inches)
18	2½	9	46	73	36
24	3	9½	30	73 ½	48
30	3½	12	19 ½	73 ½	60
36	4	15	34 ½	97 ½	72
42	4½	21	35	98	78
48	5	24	26	98	84
54	5½	27	35	100	90
60	6	30	39	99	96
66	6½	32	21	99	102
72	7	34	21	99	108



SECTION X–X
END SECTION FOR REINFORCED CONCRETE CIRCULAR PIPE

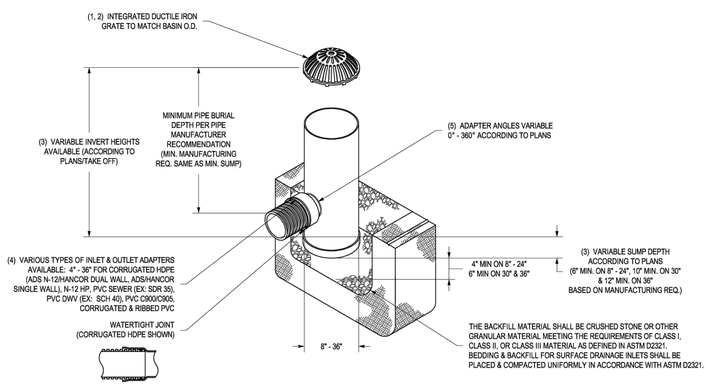
PIPE DIAMETER (Inches)	F
18 – 30	5
36 – 42	6
48 – 60	7
72 – 84	9

CONCRETE JOINT FASTENER (TWO PER JOINT)

CONCRETE OR METAL END SECTIONS

Issued: 05/2013
Revised: 09/2017
Drawing No. **SP.52a**

NYLOPLAST DRAIN BASIN WITH DOME GRATE



1 - 8" - 30" DOME GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - 8" & 10" DOME GRATES FIT ONTO THE DRAIN BASINS WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7005-110-045.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7005-110-055.
4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 36").
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
6 - 8" - 30" DOME GRATES HAVE NO LOAD RATING.

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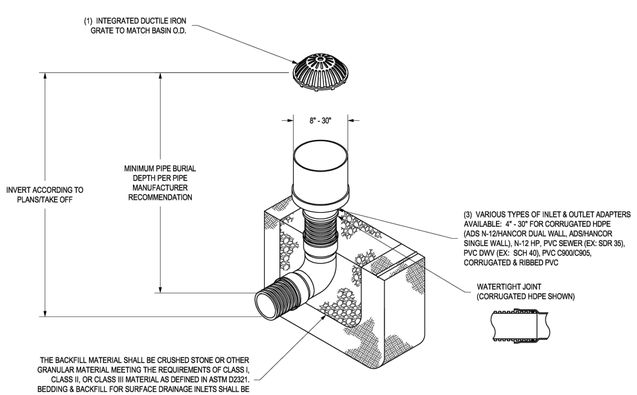
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REVISED BY	NMH
DATE	06-12-18
DWG SIZE	A
MATERIAL	
PROJECT NO./NAME	
SCALE	1:40
SHEET	1 OF 1

ADS Nyloplast
3130 VERONA AVE.
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: DRAIN BASIN WITH DOME GRATE QUICK SPEC INSTALLATION DETAIL

DWG NO. 7001-110-397 REV E

NYLOPLAST INLINE DRAIN WITH DOME GRATE



1 - 8" - 30" DOME GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
3 - 8" - 30" DOME GRATES HAVE NO LOAD RATING

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REVISED BY	NMH
DATE	03-15-16
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PROJECT NO./NAME	
SCALE	1:40
SHEET	1 OF 1

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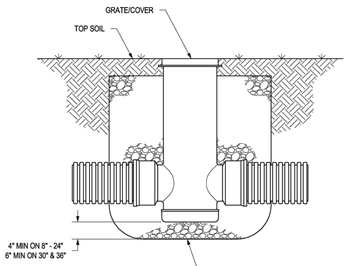
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DWG NO. 7003-110-057 REV D

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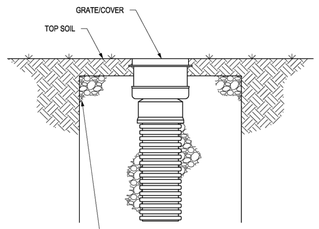
NON TRAFFIC INSTALLATION

DRAIN BASIN



THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

INLINE DRAIN



THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

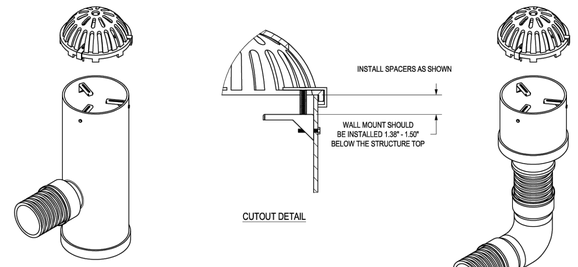
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DATE	9-30-09		
REVISED BY	NMH	PROJECT NO./NAME	
DATE	03-11-16		
DWG SIZE	A	SCALE 1:25	SHEET 1 OF 1

ADS Nyloplast
3130 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: DRAIN BASIN & INLINE DRAIN NON TRAFFIC INSTALLATION

DWG NO. 7001-110-111 REV F



STAINLESS STEEL ADJUSTABLE LOCKING MECHANISM AVAILABLE FOR 12" - 30" DOME GRATES (PART # 1230DOMELOCK).

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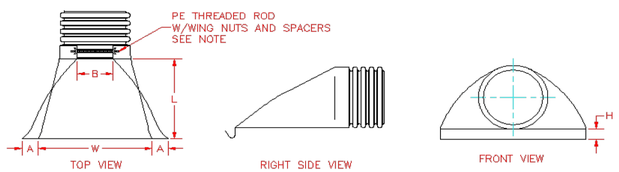
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APPD BY	CJA		
DATE	7-29-14		
DWG SIZE	A	SCALE 1:16	SHEET 1 OF 1

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TITLE: 12 IN -30 IN DOME LOCKING GRATE ASSEMBLY

DWG NO. 7001-110-421 REV B

FLARED END SECTIONS



PART #	PIPE SIZE	A	B(MAX)	H	L	W
1015NP	10 in (250 mm)	3.8 in (95 mm)	10.0 in (254 mm)	6.5 in (165 mm)	28.0 in (711 mm)	34.5 in (876 mm)
1215NP	12 & 15 (300 & 375mm)	6.5 in (165 mm)	10.0 in (254 mm)	6.5 in (165 mm)	25.0 in (635 mm)	29.0 in (737 mm)
1810NP	18 in (450 mm)	7.5 in (191 mm)	15.0 in (381 mm)	6.5 in (165 mm)	32.0 in (813 mm)	35.0 in (889 mm)
2410NP	24 in (600 mm)	7.5 in (191 mm)	18.0 in (457 mm)	6.5 in (165 mm)	36.0 in (914 mm)	45.0 in (1143 mm)
3015NP	30 in (750 mm)	7.5 in (191 mm)	12.0 in (305 mm)	8.6 in (218 mm)	58.0 in (1473 mm)	63.0 in (1600 mm)
3615NP	36 in (900 mm)	7.5 in (191 mm)	25.0 in (635 mm)	8.6 in (218 mm)	58.0 in (1473 mm)	63.0 in (1600 mm)

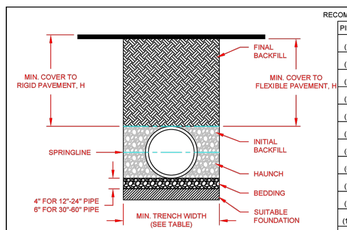
NOTE: ALL DIMENSIONS ARE NOMINAL

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DRAWING #	6070
DRAWN BY:	JCB 01.17.07
APPROVED BY:	JCB 06.28.07
REVISIONS:	TJR 6/7/2016

RECOMMENDED MINIMUM TRENCH WIDTHS



PIPE DIAM.	MIN. TRENCH WIDTH
4" (100mm)	21" (533mm)
6" (150mm)	23" (584mm)
8" (200mm)	26" (660mm)
10" (250mm)	28" (711mm)
12" (300mm)	30" (762mm)
15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)
24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)
36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)
48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)

NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm), 6" (150mm) FOR 30"-60" (750mm-1500mm).

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR TRAFFIC APPLICATIONS WITH LESS THAN FOUR FEET OF COVER, EMBEDMENT OF THE PIPE SHALL BE USING ONLY A CLASS I OR CLASS II BACKFILL.

MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS**

PIPE DIAM.	SURFACE LIVE LOADING CONDITION H-25	SURFACE LIVE LOADING CONDITION HEAVY CONSTRUCTION (75T AXLE LAOD) *
12" - 48" (300mm - 1200mm)	12" (305mm)	48" (1219mm)
60" (1500mm)	24" (610mm)	60" (1524mm)

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER
**SEE BACKFILL REQUIREMENTS IN NOTE 6.

MAXIMUM RECOMMENDED COVER BASED ON VECHICLE LOADING CONDITIONS

PIPE DIAM.	CLASS I COMPACTED	CLASS I DUMPED	CLASS II 95%	CLASS II 90%	CLASS III 95%
4" (100mm)	37 (11.3m)	18 (5.5m)	25 (7.6m)	18 (5.5m)	18 (5.5m)
6" (150mm)	44 (13.4m)	20 (6.1m)	29 (8.8m)	20 (6.1m)	21 (6.4m)
8" (200mm)	32 (9.8m)	15 (4.6m)	22 (6.7m)	15 (4.6m)	16 (4.9m)
10" (250mm)	38 (11.6m)	18 (5.5m)	26 (7.9m)	18 (5.5m)	18 (5.5m)
12" (300mm)	35 (10.7m)	17 (5.2m)	24 (7.3m)	17 (5.2m)	17 (5.2m)
15" (375mm)	38 (11.6m)	17 (5.2m)	25 (7.6m)	17 (5.2m)	18 (5.5m)
18" (450mm)	36 (11.0m)	17 (5.2m)	24 (7.3m)	17 (5.2m)	17 (5.2m)
24" (600mm)	28 (8.5m)	13 (4.0m)	20 (6.1m)	13 (4.0m)	14 (4.3m)
30" (750mm)	28 (8.5m)	13 (4.0m)	20 (6.1m)	13 (4.0m)	14 (4.3m)
36" (900mm)	26 (7.9m)	12 (3.7m)	18 (5.5m)	13 (4.0m)	13 (4.0m)
42" (1050mm)	23 (7.0m)	11 (3.4m)	16 (4.9m)	11 (3.4m)	11 (3.4m)
48" (1200mm)	25 (7.6m)	11 (3.4m)	17 (5.2m)	11 (3.4m)	12 (3.7m)
60" (1500mm)	25 (7.6m)	11 (3.4m)	17 (5.2m)	11 (3.4m)	12 (3.7m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
NO HYDROSTATIC PRESSURE,
UNIT WEIGHT OF SOIL (Ys) = 120 PCF

REV	DESCRIPTION	BY	MM/DD/YY	CHK'D
6	INITIAL BACKFILL	JAB	04/02/20	

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ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT. NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

TRENCH INSTALLATION DETAIL (N--12 PER AASHTO)

DRAWING NUMBER: STD-101

ADS Advanced Drainage Systems, Inc.
4640 TRUEMAN BLVD
HILLIARD, OHIO 43026

DRAWN BY	TJR
DATE	12/29/16
SHT No.	
SCALE	NTS
SHEET	1 OF 1

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
ph: 303.632.8867

#	REVISION DESCRIPTION	DATE	BY
1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
DETAILS

Know what's below. Call before you dig. 811

SHEET 34 OF 35

12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS DETAILS - HILLSIDE.DWG 4



OPTION #1



SHADE STRUCTURE



SHADE & TABLE



PICNIC TABLE



BENCH



TRASH RECEPTACLE





PLAYGROUND (2-12 YR OLD)

Wade Park Option #1, Estimate of Probable Costs

Item	Quantity	Unit	Unit Cost	Estimate
Site Demo				
Remove Concrete Walk	356	SY	$ 18.47	$ 6,574.61
Tree Protection	200	LF	$ 3.95	$ 790.02
Strip and Replace Topsoil	250	CY	$ 2.79	$ 697.68
Subtotal				**$ 8,062.31**
Site Work				
Clearing and Grubbing	0.31	AC	$ 9,500.00	$ 2,945.00
Fine Grading, Site Prep	13,367	SF	$ 0.21	$ 2,742.91
Soil Amendment (Turf and Shrub Beds)	2	CY	$ 75.00	$ 150.00
Soil Amendment (Seed)	2	CY	$ 65.00	$ 130.00
Soil Testing	1	EA	$ 320.00	$ 320.00
Inlet Protection	1	LF	$ 25.00	$ 25.00
Silt Fence	260	LF	$ 3.50	$ 910.00
Subtotal				**$ 7,222.91**
Landscape				
Shrub Beds	1,134	SF	$ 8.27	$ 9,378.18
Sod	1,115	SF	$ 2.00	$ 2,230.00
Native Seed	7,328	SF	$ 0.22	$ 1,612.16
Rock Mulch	384	SF	$ 2.50	$ 960.00
Shredded Cedar Mulch	100	SF	$ 2.00	$ 200.00
Steel Edging	490	LF	$ 7.00	$ 3,430.00
Landscape Boulder	4	EA	$ 550.00	$ 2,200.00
Subtotal				**$ 20,010.34**
Irrigation				
Sod	1,115	SF	$ 1.75	$ 1,951.25
Native Seed	7,328	SF	$ 1.50	$ 10,992.00
Subtotal				**$ 12,943.25**
Hardscape				
Concrete Walk	2,052	SF	$ 10.50	$ 21,546.00
Subtotal				**$ 21,546.00**
Park and Misc.				
Bench	2	EA	$ 1,265.00	$ 2,530.00
Bike Rack	2	EA	$ 260.00	$ 520.00
Picnic Table	2	EA	$ 2,909.00	$ 5,818.00
Shade Structure 8'x8'	1	EA	$ 22,012.00	$ 22,012.00
Shade Structure 12'x20'	1	EA	$ 39,000.00	$ 39,000.00
Trash Receptacle	2	EA	$ 1,330.00	$ 2,660.00
Pet Waste Station	2	EA	$ 230.00	$ 460.00
Play Structure	1	EA	$ 69,502.00	$ 69,502.00
PIP Rubber Surfacing	1,660	SF	$ 32.00	$ 53,120.00
Play Pit Drain and Clean Out	1	EA	$ 3,300.00	$ 3,300.00
Play Pit Drainage Pipe	30	LF	$ 48.00	$ 1,440.00
Play Pit Curb	190	LF	$ 105.00	$ 19,950.00
Subtotal				**$ 220,312.00**
Subtotal				**$ 290,096.81**
General				
General Requirements	5%	LS		$ 14,504.84
Mobilization	6%	LS		$ 17,405.81
Maintenance	12%	LS		34811.61677
Contingency	15%	LS		43514.52096
Grand Total				**$ 400,333.59**

GRAND TOTAL: +/-$400,333

ELIZABETH COLORADO

WADE PARK
PARK OPTION #1

Scale: 1" = 10' October 2, 2025

0 10 20 40

DISCLAIMER: THIS GRAPHIC IS FOR ILLUSTRATIVE PURPOSES ONLY.

terracina design
URBAN PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

Engineer's Opinion of Estimated Costs for
Hillside, Elizabeth, Colorado

Date: 12/2/2025

Note: All Costs Must Include Labor and Materials.

Description	Quantity	Unit
Transportation		
Mobilizaton	2	EA
Adjust Manholes/Clean Outs	45	EA
Adjust Valves	53	EA
Remove Asphalt Pavement	22,000	SY
Remove Curb & Gutter	3,000	LF
Remove Combo-Sidewalk	2,500	SY
Remove Curb Ramp	17	EA
Remove Crosspan	4	EA
Curb & Gutter - Mountable 2' pan (Catch)	3,000	LF
Curb & Gutter - Mountable 2' pan (Catch) Combo S/W	2,500	LF
Crosspan 8' Wide	7	EA
Ramps (Corner)	16	EA
Ramps (Mid-Block)	1	EA
Asphalt - Local Pavement, Base, & Subgrade (1 beyond back of curb)	22,000	SY
Storm Drain		
Inlet Type R - 5' - New Top	5	EA
Inlet Type R - 10' - New Top	3	EA
Inlet Type R - 15' - New Top	1	EA
12" RCP Culvert	93	LF
12" RCP FES	1	EA
18" NYLO Inlet	1	EA
Sanitary Sewer		
Manhole removal & replacement	2	EA
Root removal	8	EA
Sewer Service Line removal & replacement	2	EA
Sewer line removal & replacement	150	LF
Water - Roadway Repairs		
Replace Existing Blow-off	6	EA
Valve Box Removal & Replacement	12	EA
PRV Removal	1	EA
Water - New Construction		
8" PVC Water Line	900	LF
Connect to existing water line	5	EA
8" PVC Fittings	9	EA
8" Gate Valves	4	EA
8" Blowoff	1	EA
Valve Removal & Replacement	2	EA

PROJECT MANUAL

for

TOWN OF ELIZABETH

2026 HILLSIDE PAVING AND WADE PARK PROJECT

December 03, 2025

OWNER: Town of Elizabeth, Colorado
228 S. Banner Street
P.O. Box 159
Elizabeth, Colorado 80107
Phone: (303) 646-4166

ENGINEER: Terracina Design
10200 East Girard Avenue, Bldg A, Suite 314
Denver, Colorado 80231
Phone: (720) 854-9456
Project Manager: Martin Metsker, P.E.

Address all communications regarding this project to the ENGINEER at the address listed above.

SECTION 00020

INVITATION TO BID

The Town of Elizabeth (hereinafter called the "OWNER") will receive sealed Bids for the 2026 Hillside Paving and Park Improvements (the "Project") at Elizabeth Town Hall, 151 S. Banner Street, Elizabeth, Colorado until 2:00 P.M. 02/25/2026. At such time, Bids received will be publicly opened and read aloud.

A general description of the Work to be performed is – Approximately 24,000 SY of Remove and Replace Asphalt, 5,500 LF Remove and Replace concrete curb and gutter, and 1,000 LF water line installation. All work must be substantially completed by 08/13/2026.

Bid packages will be available for pickup after 11:00 A.M. on 01/14/2026, at the Town Hall of the Town of Elizabeth and at the office of the Engineer, Terracina Design, 10200 E. Girard Ave., Bldg A, Suite 314, Denver, Colorado. A non-refundable fee for documents of Ten Dollars ($10.00) will be required for each set of Contract Documents. Plans and Contract Documents are available online at BidNet Direct – Rocky Mountain E-Purchasing System (bidnetdirect.com) and are therefore not mandatory to purchase. Bidders must be licensed contractors in the State of Colorado. Bids received from Bidders who are not recorded by the Town of Elizabeth as having attended the mandatory pre bid conference will not be opened. Bids will be received on a unit price basis including alternatives as described in the Bidding Documents for any section or combination of sections.

A **mandatory** Pre-Bid Conference will be held at the Elizabeth Town Hall at 10:00 A.M. on 01/28/2026. Bids will only be accepted by those bidders that have been recorded as having attended the pre bid conference.

Bids shall be made on the forms furnished by the OWNER and shall be enclosed in a sealed envelope and endorsed with the name of the Bidder in accordance with Section 00100, Part 16. A Bid Bond in an amount equal to ten percent (10%) of the total Bid amount will be required, The Bid Bond will be retained by OWNER as liquidated damages should the Successful Bidder fail to enter into a Contract with the OWNER in accordance with the Bid.

Bidders must supply a list of Subcontractors providing twenty-five percent (25%) or more in labor and/or materials to the Project. Attention is called to the fact that Bidders offer to assume the obligations and liabilities imposed by the Contract Documents. The Successful Bidder for the Project will be required to furnish a Performance Bond and a Labor and Materials Payment Bond in the full amount of the Contract Price in conformity with the requirements of the Contract Documents.

Bidders are hereby advised that the OWNER reserves the right to not award a Contract until sixty (60) days from the date of the opening of Bids, and Bidders expressly agree to keep their Bids open for the sixty (60) day time period. The OWNER intends to award the contract on

02/27/2026. OWNER reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsible, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidders' qualifications, including financial statements, and to accept the proposal that is in the opinion of the OWNER in its best interest. OWNER reserves the right to accept any combination of Bids which in OWNER's sole and absolute judgment will, under all circumstances, best serve the OWNER's interests. OWNER also reserves the right to extend the Bidding period by Addendum if it appears in its interest to do so.

Town of Elizabeth, Colorado

By: Mike Devol, Director Public Works

END OF SECTION

SECTION 00100

INSTRUCTION TO BIDDERS

PART 1 DEFINED TERMS

1.01 The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder as determined by Owner in its sole discretion and to whom Owner determines (on the basis of Owner's evaluation as hereinafter provided) to make an award.

PART 2 COPIES OF CONTRACT DOCUMENTS

2.01 Complete copies of the Drawings and Project Specifications for use in preparing Bids may be obtained from the Engineer or at Elizabeth Town Hall, at the addresses listed previously. All payments for Bidding Documents are non-refundable. Checks should be made payable to the Town of Elizabeth.

2.02 No partial sets of Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owners and Engineer will make copies of Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work only and do not confer a license or grant for any other use.

PART 3 QUALIFICATIONS OF BIDDERS

3.01 Each Bidder must completely fill out the enclosed Bidders Qualification Statement as part of the submitted bid and must be prepared to submit written evidence of its qualifications to perform the Work as set forth in Part 17 of these Instructions to Bidders. Bidders may be required to submit evidence that they have a practical knowledge of the particular Work Bid upon, and that they have the financial resources to complete the proposed Work. In determining the Bidder's qualifications, the following factors will be considered: work previously completed by the Bidders and whether the Bidder (a) maintains a permanent place of business. (b) has adequate plant and equipment to do the Work properly and expeditiously, (c) has the financial resources to meet all obligations incident to the Work, and (d) has appropriate technical experience. Each Bidder may be required to show that it has handled former work so that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work which would impair its ability to perform or finance this work. The Bidder shall include a construction schedule prepared by the Bidder

for a recent construction project awarded to and undertaken by the Bidder to indicate the Bidder's technical experience.

3.02 *Each Bid must contain evidence of Bidder's qualification to do business in the State of Colorado. The Bidder shall include an initial Project schedule which shall consist of an overview of the installation and construction of the Project, showing the units of all materials required to be installed against time elapsed from the Notice to Proceed. An award to any Bidder shall not constitute an approval by the Owner or the Engineer of this Project schedule.*

PART 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.01 Before submitting a Bid, each Bidder represents that it has (a) examined the Contract Documents thoroughly; (b) visited tile Site to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Work (c) familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) studied and carefully correlated Bidder's observations with the Contract Documents.

4.02 Blank

4.03 On request, Owner will provide access to the Site for each Bidder to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.

4.04 The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by Contractor in performing the Work, are identified in the Conditions of Contract or Drawings.

4.05 Access to the Site may be arranged through the Owner's Representative by contacting Martin Metsker, Telephone 720-854-9456. Site access will be limited to normal working hours and to pre-arranged times.

4.06 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. Bidder further acknowledges that it shall provide the performance required by the Contract Documents and that which can be reasonably inferred therefrom.

4.07 Bidder acknowledges that the Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 5 INTERPRETATIONS

5.01 All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer in writing. Replies will be issued by Addenda. Questions received less than two (2) days prior to the date of opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without regal effect. Addenda will be mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. No Addenda will be issued later than two (2) days prior to the date for receipt of Bids except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

5.02 All Addenda to the Contract Documents shall be properly acknowledged by Bidder in the space provided on the Bid Form.

PART 6 PRE-BID CONFERENCE

6.01 This project will include a mandatory Pre-Bid Conference, which will be held at the Town of Elizabeth Town Hall at 10:00 A.M. on 01/28/2026. Bids will only be accepted by those bidders that have been recorded as having attended the pre-bid conference.

PART 7 BASIS OF BIDS

7.01 The Bidder shall submit bids for all contract alternates, if any, listed on the Bid Form, as required by the Bid Form.

PART 8 BID SECURITY

8.01 Bid Security shall be made payable to the Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid Price. including alternates, if any, and in the form of a Cashier's Check or a Bid Bond on the form attached issued by a surety meeting the requirements of the General Conditions.

8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the notice of award, or in the event the Successful Bidder fails to pay to Owner the difference not to exceed the sum between such Bid and such larger amount for which Owner may in good faith contract With another party to perform the Work covered by such Bid, then Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited, The Bid Security of any Bidder whom

Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of Agreement" (which term is defined in the General Conditions) or the Sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Contract award. In the event of conflicts between the terms of the Bid Bond contained in Section 00410 and this Part 8, Section 00410 shall prevail.

PART 9 CONTRACT TIME

9.01 The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

PART 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

PART 11 SUBSTITUTE MATERIALS AND EQUIPMENT

11.01 The Contract, if awarded, will be executed with the Successful Bidder on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement".

PART 12 SUBCONTRACTORS

12.01 The Bid Form requires that Bidder identify certain Subcontractors and other persons and organizations as part of the Bid. The apparent Successful Bidder must make submittals in accordance with Part 17. Any other Bidder so requested, shall, within seven (7) days after the date of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is to be located. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, either may (before giving the Notice of Award) require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder

declines to make any such substitution, the contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing Bid Security by such Bidder. Any Subcontractor, other person or organization so listed and to who Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.

12.02 No Contractor shall be required to employ any Subcontractor, other person, or organization with respect to whom the Bidder has reasonable objection.

PART 13 BID FORM

13.01 One copy of the Bid Form is included herewith; additional copies and digital copies may be obtained from Engineer.

13.02 The Bidder shall submit a completed Bid Form, filled out in ink or by typewriter. Bid prices must be stated in words or numerals, or both, as required on the bid form. In case of a conflict between the words and numerals, the words will take precedence.

13.03 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.05 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

13.06 The names of all persons signing Bids must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the word "president," "secretary," "agent," or other designation without disclosing the principal may be held to be the Bid of the individual signing. Evidence of the authority of the person Signing shall be furnished.

13.07 The full name of each person or company interested in the Bid shall be listed on the Bid Form.

13.08 The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be inserted on the Bid Form.

13.09 No alterations in Bids, or in the printed forms therefore, by erasures, interpolation, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may required the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.

13.10 The address to which communications regarding the Bid are to be directed must be shown.

PART 14 SUBCONTRACTORS' LISTING

14.04 Each Bidder shall list on the form provided, the name and the address of each Subcontractor who will perform work or labor in an amount in excess of twenty five percent (25%), or render service to the Bidder in or about the Work. Each Bidder shall also list on the form provided, the name and the address of each licensed Subcontractor who, under subcontract to the Bidder, specifically fabricates and installs a portion of the Work, in an amount in excess of twenty five percent (25%), describing the portion of the Work which will be performed by such Subcontractor.

PART 15 EQUIPMENT SUPPLIER LISTING

15.01 Each Bidder shall list on the form provided the name of the manufacturers or suppliers of the items of equipment and systems listed on the form which it proposes to furnish. Upon the award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule.

15.02 Preliminary acceptance of equipment listed by manufacturers name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the specifications covering the equipment.

15.03 Failure to furnish all information requested may be cause for rejection of the Bids.

PART 16 SUBMISSION OF BIDS

16.01 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque, sealed envelope addressed to Owner and identified on the outside with the Bidder's name and address and with the name of the project.

16.02 Each Bid shall be accompanied by the Bid Security and other required

documents.

16.03 If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

16.04 Bids shall be deposited in the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of Bids may be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

16.05 Oral, telephone, or telegraph Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

PART 17 POST BID/PRE AWARD SUBMITTALS

17.01 The low Bidder identified by Owner must submit the following information by hand delivery to Engineer by 2:00 P.M. on the day following the Bid opening:

A. List of a minimum of five recent similar projects the Contractor has performed.

B. Copy of the most recent financial statement of the Bidder.

C. Copies of the most recent financial statements of all listed Subcontractors included in the Bid submittal.

D. List of Project Managers and Superintendents to be used on this project for the Bidder and all listed Subcontractors. Provide resumes and recent projects for all of the *above.*

E. Names and telephone numbers of a minimum of five references on similar work for the Bidder and all listed Subcontractors.

F. Names, relevant experience, and position of individual who will perform Site surveying if not a licensed Surveyor.

G. License number of Bidder and all listed Subcontractors.

17.02 The above information must be available at the time and place indicated to be considered in further evaluation, and therefore, all Bidders are recommended to compile this data prior to submitting its Bid.

PART 18 MODIFICATION AND WITHDRAWAL OF BIDS

18.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids; the notice shall be so worded as not to reveal the amount of original or modified Bid Price. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

18.02 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further Bidding on the Work. No right to claim mistake shall exist for Bidder following this twenty-four (24) hour period.

PART 19 OPENING OF BIDS

19.01 Bids will be opened publicly and read aloud.

PART 20 BIDS TO REMAIN OPEN

20.01 All Bids shall remain open for sixty (60) days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

PART 21 AWARD OF CONTRACT

21.01 Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that is in the opinion of the Owner in its best interest. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

21.02 In evaluating Bids, Owner may consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements and alternates (if any are accepted) in the order in which they are listed on the Bid form, but Owner may accept alternates in any order or combination.

21.03 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment} proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

21.04 Owner may conduct such Investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, the proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

21.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction within the prescribed time. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

PART 22 BONDS AND INSURANCE

22.01 The General Conditions set forth the Owner's requirements for a Performance Bond and Labor and Materials Payment Bond and the insurance requirements. When the Successful Bidder delivers the copies of the executed Agreement to Owner, It shall be accompanied by the required bonds, certificates of insurance on ACORD Form 27 and copies of the applicable insurance policies.

PART 23 TAXES

23.01 OWNER 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.

END OF SECTION

CONTRACT DOCUMENTS

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:	TOWN OF ELIZABETH 2026 Hillside Paving and Wade Park Improvements
CONTRACT IDENTIFICATION NUMBER:	
THIS BID IS SUBMITTED TO:	Town of Elizabeth 151 S. Banner St. Elizabeth, CO 80107

THE UNDERSIGNED BIDDER, having familiarized itself with the work required by the Contract Documents, the Site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

A. The undersigned Bidder agrees to furnish the required Bonds, certificates of insurance on ACORD Form 27, and copies of applicable insurance policies and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

   i. Notice of Award: February 27, 2026

   ii. Substantial Completion: August 13, 2026

   iii. Final Completion: October 1, 2026

B. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in

accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Seven Hundred Fifty Dollars ($750) for each day past substantial completion.

C. BID SECURITY. Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of _____ Dollars ($ _____) which the undersigned Bidder agrees is to be forfeited to and become the property of owner, as liquidated damages, in connection with the Bid Security, should this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid, but otherwise the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 27 and copies of applicable insurance policies.

D. BID REJECTION. In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that **in** the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

E. BID IS GENUINE. The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

F. EQUIPMENT RENTAL Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

G. INTERESTED PARTIES. The full names and addresses of parties interested in this Bid as principals are as follows:

a. _____

b. _____

c. _____

d. _____

e. _____

H. In submitting this Bid. BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Bidding Documents.

I. BIDDER will complete the work, as defined by OWNER to include all phases and schedules, for the following prices (attach additional sheets if necessary):

J. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

K. The following documents are attached to and made a condition of this Bid:

a. Required Bid Security

b. A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid

c. Required Bidders Qualification Statement with supporting data

SUBMITTED ON _____, 20____

If BIDDER is:

An Individual

By _____
(SEAL)

_____
(Individual's Name)

doing business as
_____

Business address:

_____

_____

_____

Phone No.: _____

A Partnership

By _____
(SEAL)

_____
(Firm Name)

_____
(General Partner)

Business address:

_____

_____

_____

Phone No.: _____

A Corporation

_____
(Corporation Name)

_____
(State of Incorporation)

By _____
(SEAL)

_____
(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business address:

_____

_____

_____

Phone No.: _____

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, of the Town of _____, County of _____, and State of _____ (hereinafter called "Principal") as Principal and_____ (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business within the state of Colorado and to act as surety on bonds for principals, are held and firmly bound unto Town of Elizabeth (hereinafter called "Owner") as obligee, in the sum of_____ Dollars ($ _____) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of PROJECT, hereinafter referred to as "Agreement".

NOW, THEREFORE, the condition of this obligation is such that if (1) Owner shall accept the Bid Form (Proposal) of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents, or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than 10% of the Principal's Bid.

The sum of this Bid Bond is _____, and subject to the conditions stated above, shall be forfeited to Owner in its entirety upon failure of Principal to perform as contemplated in clause (1) or (2) herein.

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 Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

SECTION 00420

BIDDERS QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: TOWN OF ELIZABETH

SUBMITTED BY: NAME: _____

ADDRESS: _____

_____

_____

PRINCIPAL OFFICE: _____

_____

DOING BUSINESS AS: [ ] Corporation [ ] Partnership [ ] Individual [ ] Joint Venture [ ] Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?

   _____

2. How many years has your organization been in business under its present business name?

   _____

3. If a Corporation, answer the following:

   Date of Incorporation: _____

   State of Incorporation: _____

   President: _____

   Vice President(s) _____

   Secretary: _____

Treasurer: _____

4. If a Partnership, answer the following:

Date of organization_____

Type of Partnership: _____

Name and address of all partners:

_____

_____

_____

_____

_____

_____

_____

5. If other than a Corporation or Partnership, describe Organization and name Principals:

_____

_____

_____

_____

_____

_____

6. What percent of the work do you normally perform with your own forces?

_____

List trades:

_____

_____

_____

_____

_____

_____

_____

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

_____

_____

_____

_____

_____

_____

_____

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?

_____

If Yes, state the circumstances:

_____

_____

_____

_____

_____

_____

_____

9. List major construction projects your organization has under contract on this date:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion

10. List major construction projects your Organization has completed in the past five years:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Previous Position & Experience-Years	Present Position & Years Experience	Dollar Volume Responsibility	Years Experience

12. List states and categories in which your Organization is legally qualified to do business:

_____

_____

_____

_____

_____

_____

_____

13. Bank References:

_____

_____

_____

_____

_____

_____

_____

14. Trade references:

_____

_____

_____

_____

_____

_____

_____

15. Name of Bonding and Insurance Companies and Name and Address of Agents:
Max Bonding Capacity

_____

_____

_____

_____

_____

_____

_____

16. The undersigned agrees to furnish, upon request by the TOWN, within 24 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities; (Accounts payable. notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values. earned surplus).

Date of statement or balance sheet:

_____

Name of firm preparing statement:

_____

By: _____
(Agent and Capacity)

17. Dated at _____ this _____ day of

_____, 20____

Name of Organization: _____

By: _____

Title: _____

18. NOTARIZATION: State of _____ County of

_____

M_____

Says that he (she) is the _____ of

_____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

My commission expires: _____

END OF SECTION

SECTION 00430

SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All work to be subcontracted over 25% in labor and/or materials shall be listed.

Amount of Subcontract	Name and Address of Subcontractor	Portion of Work

_____
Signature

END OF SECTION

SECTION 00450

MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the work if the Bidder is awarded the contract.

Specification and Section No.	**Material or Equipment Description**	**Manufacturer Supplier**

_____

Signature

END OF SECTION

SECTION 00480

NOTICE OF AWARD

Date: _____, 20____

TO:

PROJECT: TOWN OF ELIZABETH 2026 HILLSIDE PAVING AND WADE PARK IMPROVEMENTS

OWNER: TOWN OF ELIZABETH

The Owner, having duly considered the Bid Form submitted on _____, 20____, for the Work covered by the Contract Documents titled Town of Elizabeth Hillside Paving and Park Improvements in the amount of _____ ($_____), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

TOWN OF ELIZABETH

By: _____

Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____, 20____.

_____
CONTRACTOR

By: _____

Title: _____

END OF SECTION

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the Town of Elizabeth, State of Colorado, a body politic and corporate, hereinafter referred to as the "Town" or "Owner" and Bid Winner, hereinafter referred to as the "Trade Contractor" (each a "Party" and together, the "Parties").

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor will commence and fully complete the construction of the _____ Project, which is described in **Appendix A**, which is attached hereto and made a part hereof ("Project").

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the notification to proceed and will complete the same on or before _____, 20___ unless the period for completion is extended otherwise by the contract documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of Seven Hundred and Fifty Dollars ($750.00) for each consecutive calendar days delay in completing this Contract after the completion dated specified herein, excluding any approved extensions of time because of unavoidable delay.

D. The Trade Contractor agrees to perform all of the work described in the contract documents and to comply with the terms therein for an amount not to exceed _____Dollars and _____ Cents

($ _____) as described in Article 5 of this Agreement.

ARTICLE 2 - DEFINITIONS

A. Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

2. Architect – The Architect shall be _____.

3. Bid - The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. Bidder - Any person, firm or corporation submitting a bid for the work.

5. Bonds - Bid, performance and payment bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the contract documents.

6. Change Order - A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price and/or contract time.

7. Contract Documents - The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents.

8. Contract Price - The total monies payable to the Trade Contractor under the terms and conditions of the contract documents.

9. Contract Time - The number of calendar days stated in the contract documents for the completion of the work.

10. Date of Award - Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or its authorized representative.

11. Day or Days - Unless herein otherwise expressly defined, "day" shall mean calendar day or days.

12. Drawings, Plans or Contract Documents - The part of the contract documents which shows the characteristics and scope of the work to be performed, and which has been prepared or approved by the Engineer and/or Architect.

13. Engineer shall be _____.

14. Field Order - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.

15. Major Equipment or Major Equipment Items - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and received, unloaded, stored, and placed under the contract awarded to the Trade Contractor.

16. Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.

17. Notice to Proceed - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

18. Owner or Town - The Town of Elizabeth, Colorado. The Public Works Director, or Project Manager, or their designee of the Owner is the Owner's representative.

19. Project - Construction of the project described in **Appendix A.**

20. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

21. Site - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the contract documents as forming part of the site.

22. Special Conditions - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.

23. Subcontractor - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.

24. Substantial Completion - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

25. Suppliers - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.

26. Trade Contractor - The person, firm or corporation with whom the Town of Elizabeth has executed this Agreement.

27. Work - All labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.

28. Written Notice - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES

Section 1. Drawings and Specifications.

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. Up to five (5) copies of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the

exception of the signed contract set and As-Built drawings, are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the drawings will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimensions on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the work required by the contract documents. All additional instructions and detail drawings shall be issued to the Trade Contractor by the Owner.

F. The additional drawings and instructions thus supplied will become a part of the contract documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the contract documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which he proposed to furnish for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract documents. If the

information shows any deviation from the Contract requirements, the Trade Contractor shall advise the Engineer and Owner of the deviation and state the reason for it in writing.

C. Only first-class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. When requested by the Owner, the Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Owner before delivery is started. If, at any time, sources previously approved fail to produce materials acceptable to the Owner, the Trade Contractor shall furnish materials from other sources.

E. Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Store materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer or Architect.

H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any Town purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.

Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the contract documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from responsibility for deviations from the contract documents.

The approval of any shop drawings which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the contract documents.

Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Agreement.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above-specified books and records of said Trade Contractor.

Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

C. The Contractor will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly. Testing services shall NOT be provided for in house but must rather be a separate Geothecnical Firm found acceptable to the Town.

D. Neither observations by the Engineer, and Owner, tests nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

E. The Engineer, the Owner, and their representatives will at all times have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these contract documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, but not including prices, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or

tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these contract documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

Section 6. Construction Review

A. The Engineer will periodically observe the construction of all work covered by this Agreement. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Agreement; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Agreement. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any subcontractor, any supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed," or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. Periodic observation of the work in progress by the Engineer will be done whenever the Contractor is performing work that requires review as determined by the Engineer. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer, the Engineer shall be paid by the Trade Contractor at the rate as specified herein for all review time required over the normal 5-day, 40-hour week. If the Engineer or his authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.

E. If any work has been covered which the Engineer has not been specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Trade Contractor at the Engineer's request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order will be issued.

Section 7. Surveys, Permits and Regulations.

A. **The Trade Contractor will furnish all land surveys as outlined herein and as necessary to complete the work. The Trade Contractor shall provide detailed construction staking.** Any additional surveying or re-surveying shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Benchmarks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefor.

B. The Trade Contractor shall be responsible for elevations used in computing his bid.

C. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

D. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Agreement, the measure of damages shall never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

G. Throughout the performance of the work or in connection with this Agreement, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other trade contractors, or to the Town.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid in the Proposal for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

Section 9. Communication with the Owner.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings, as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the contract documents which are appended hereto and incorporated herein by this reference.

Section 11. Trade Contractor's Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Agreement until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner**.** This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the contract documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Agreement.

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one record set of the contract documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

Section 12. Changes in the Work.

A. CHANGES. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an Order for a Minor Change in the Work may be issued by the Engineer alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Order for a Minor Change in the Work.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

B. CHANGE ORDERS. A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;

2. The amount of the adjustment in the Contract Sum, if any; and

3. The extent of the adjustment in the Contract Time, if any.

The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below.

C. CONSTRUCTION CHANGE DIRECTIVES. A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

b. By unit prices stated in the Contract Documents or subsequently agreed upon;

c. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or

d. By the method provided in Subparagraph (C)(5).

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work's actual cost for Contractor and ten percent (10%) of such work's actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor's own forces, Contractor's mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the Contractor or others; and

d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 5 hereof.

8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

D. MINOR CHANGES IN THE WORK.

1. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, and

equitable adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

Section 13. Contract Documents.

In case of conflict between this Agreement and the supplementary conditions, this Agreement will govern.

ARTICLE 4 – TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE

Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and approval a Trade Contractor's construction schedule for the Work, in such and form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submitted to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the notice to proceed.

B. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

C. If the Trade Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of Seven Hundred and Fifty Dollars ($750.00) for each calendar day that the Trade Contractor shall be in default after the time stipulated in the contract documents.

D. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

E. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.

1. To any preference, priority or allocation order duly issued by the Owner.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Trade Contractor, including, but not restricted to, unforeseen conditions, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph F.

F. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the part of any other trade contractor or supplier.

ARTICLE 6 - CONTRACT SUM

Section 1. Monthly or Progress Payments.

A. The Board of Trustees of the Town of Elizabeth has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed Two Hundred and Fifty Two Thousand, Two Hundred and Ninety Seven Dollars and Eighty Five Cents Dollars ($ 252,297.85 dollars) (the “Original Contract Amount”). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town of Elizabeth that lawful appropriations have been made by the Board of Trustees of the Town of Elizabeth to cover the cost of the additional work.

B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor’s estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each

application for payment by the Trade Contractor shall be made by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Agreement and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall paid after the Owner's next pay period.
2. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Engineer finds that the work is acceptable under the contract documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade

Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.

4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:

   a. Unsettled liens;

   b. Faulty or defective work appearing after substantial completion;

   c. Failure of the work to comply with the requirements of the contract documents;

   d. Terms of any special warranties required by the contract documents.

5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

ARTICLE 7 - CORRECTION OF WORK

A. During the life of the Contract and for a period of two (2) years after final acceptance, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the contract documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the Owner and shall bear the

expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.

ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES

Unless otherwise provided in this Agreement, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including all power needed for heating and protection of facilities and work. It is the expressed intent of the Parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

The Trade Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, agents, and their insurers, and the Engineer, its officers, employees, agents and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Trade Contractor, or of any employee of any subcontractor to the Trade Contractor.

The Trade Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Trade Contractor, or at the option of the Owner or the Engineer, agrees to pay the Owner or the Engineer or reimburse the Owner or the Engineer for defense costs incurred by the Owner or the Engineer in connection with any such liability, claims, or demands. The Trade Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Trade Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Trade Contractor, any subcontractor of Trade Contractor, or any officer, employee, representative, or agent of Trade Contractor or of any subcontractor of Trade Contractor. If Trade Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Trade Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Trade Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c), as amended.

Section 2. Insurance.

The Trade Contractor agrees to obtain and maintain during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Trade Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Agreement insurance in sufficient amounts, durations, or types.

The Trade Contractor shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employers Liability Insurance with minimum limits of five hundred, thousand dollars ($500,000) each accident, five hundred, thousand dollars ($500,000) disease-policy limit, and five hundred, thousand dollars ($500,000) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred, thousand dollars ($1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million, five hundred, thousand dollars ($1,500,000) for all damages arising out of injury to, or destruction of property, including the Owner's property during the policy period.

The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Owner's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this Agreement.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

Section 3. Certificates of Insurance.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Owner. The completed certificate of insurance shall be sent to:

Director of Public Works
Town of Elizabeth
P.O. Box 159
Elizabeth, Colorado 80107

Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate this Agreement, or at its discretion the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Trade Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Trade Contractor from the Owner.

The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Owner, its officers, or its employees.

ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 11 – CLAIMS AND DISPUTES

A. Definition. A claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term “claim” also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the Party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including

litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

2. Failure of the Work to comply with the requirements of the Contract Documents;

3. Terms of special warranties required by the Contract Documents; or

4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and

substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein Any change in the Contract Sum resulting from such claim shall be authorized by change order or construction change directive.

H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES

A. The Engineer (if the matter is referred to the Engineer for initial decision) will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the Parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the Party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3)

notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the Parties or requested by the Engineer, the Engineer will notify the Parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the Parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the Parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or Town Board of Trustees on a question of fact or law.

F. As between the Parties, as to all acts or failure to act by either Party, any applicable statute of limitation shall commence to run from the date of the agreed Party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Agreement upon which the Trade Contractor seeks compensation or change of contract documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

ARTICLE 13 - TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified

mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.

D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof the Trade Contractor will, as and to the extent directed, stop work under the contract and the placement of further orders or subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.

2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be

performed hereunder. Any payment under this Article 13, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:

   a. Disregard or violate important provisions of the contract documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;

   b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore; and

   c. Fail to submit a completion schedule within fourteen (14) days after award of contract.

2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions

of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on contract time.

F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

ARTICLE 15 - SUBCONTRACTING

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the contract documents.

E. Nothing contained in this Agreement will create any contractual relation between any subcontractor and the Owner.

ARTICLE 16 - GUARANTY

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of final acceptance of the contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.

ARTICLE 17 – WORKERS WITHOUT AUTHORIZATION; LOCAL LABOR

A. Certification. By entering into this Agreement, Trade Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Trade Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Trade Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Trade Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. Verification.

1. If Trade Contractor has employees, Trade Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Trade Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Trade Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Trade Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement;

and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Trade Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a), as amended, to ensure that Trade Contractor is complying with the terms of this Agreement.

E. Affidavits. If Trade Contractor does not have employees, Trade Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Trade Contractor shall sign the "Department Program Affidavit" attached hereto.

F. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, et seq. (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Trade Contractor shall employ Colorado labor to perform at least 80% of the work under this Agreement and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Agreement, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Trade Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

ARTICLE 18 - SALES TAX

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start

of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

A. This Agreement is made and entered into subject and conformable to the laws of the state of Colorado. To the extent any provision hereof is inconsistent with said laws, said laws shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

G. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

H. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Trade Contractor.

ARTICLE 20 - ATTACHMENTS, SCHEDULES AND SIGNATURES

This Agreement and the contract documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

IN WITNESS WHEREOF the Parties each herewith subscribe the same in triplicate.

TOWN OF ELIZABETH, COLORADO

By:

_____

Mayor

ATTEST:

_____

Town Clerk

APPROVED AS TO FORM:

_____

Corey Y. Hoffmann, Town Attorney

TRADE CONTRACTOR

_____

By:

_____

Name:

_____

Title:

_____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____ of _____.

My commission expires: _____

Witness my hand and official seal.

_____

Notary Public

SECTION 00610

BONDS

A. Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned _____, duly organized under the laws of the State of Colorado and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto the Town of Elizabeth, as Obligee, in the sum of _____ Dollars ($ _____), for the payment of which penal sum, well and truly to be made, the Principal find Surety' bind ourselves, our executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed an Owner-Contractor Agreement dated _____, for the construction of the_____(hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a two (2) year warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Obligee and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee, and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder. Of, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to

Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date final payment under the Contract is due. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this ____ day of _____, 202___.

_____
Principal

ATTEST:

_____

By: _____
(Principal) Secretary

Its_____

[SEAL]

Address:

_____

_____

_____
Surety

ATTEST:

_____

By: _____
(Surety) Secretary

It's_____

[SEAL]

Address:

_____

_____

By: _____
Attorney-in-Fact

_____
(Address)

NOTE: This Bond is given under and subject to the provisions of Section 38-26-106, C.RS. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

B. Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto the Town of Elizabeth, as Obligee, in the penal sum of _____Dollars ($ _____), together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated _____, for the construction of the _____(hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise It shall remain in full force and effect, subject to the following conditions:

(1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall

reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.

(3) No suit or action shall be commenced hereunder by any claimant:

(i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did Or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

(ii) After the expiration of one (1) year following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

(iii) Other than in a state court of competent jurisdiction in and for the county of the state In which the Project, or any part thereof, is situated. and not elsewhere.

(iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.

(4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this ____ day of _____, 202___.

_____
Principal

ATTEST:

_____

By: _____
(Principal) Secretary

Its_____

[SEAL]

Address:

_____

_____

_____
Surety

ATTEST:

_____

By: _____
(Surety) Secretary

Its_____

[SEAL]

Address:

_____

_____

By: _____
Attorney-in-Fact

_____
(Address)

NOTE: This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

SECTION 00670

NOTICE TO PROCEED

Dated: _____

TO:

PROJECT: TOWN OF ELIZABETH 2026 HILLSIDE PAVING AND PARK IMPROVEMENTS

OWNER: TOWN OF ELIZABETH

You are hereby authorized to proceed on _____ , 2025 or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Engineer forty-eight (48) hours before starting work.

Town of Elizabeth

By: _____

Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 2025.

_____
CONTRACTOR

By: _____

Title: _____

END OF SECTION

SECTION 00685

LIEN WAIVER

A. Waiver of Lien for Partial Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of _____, the Contractor for the _____ Work on the project located at _____, owned by Town of Elizabeth (“the Owner"). That the total amount of the Work performed by the undersigned and approved for payment to date is _____ Dollars ($ _____), and the undersigned acknowledges that upon receipt of this partial payment. the Contractor paid for the Work performed and approved for payment to date the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars ($ _____) in hand paid by _____, receipt whereof before the Signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the 2026 HILLSIDE PAVING AND PARK IMPROVEMENTS

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason or any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 2025.

_____
(Company Name)

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTYOF _____)

Subscribed and sworn to before me this ___day of _____, 202___, by _____ as _____ of _____

Witness my hand and official seal.

My Commission expires: _____

_____
(SEAL) Notary Public

B. Waiver of Lien for Final Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of _____, who is the Contractor for the Work on the project located at _____, owned by the Town of Elizabeth ("the Owner"). That the total amount of the contract including extras is _____ Dollars ($_____) and the undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars ($_____) in hand paid by _____ receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project. with the distinct understanding that this waiver shall not be construed as covering any light to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid in full and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of _____, 2025.

_____
(Company Name)

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTYOF _____)

Subscribed and sworn to before me this ___day of _____, 202___, by _____ as _____ of _____

Witness my hand and official seal.

My Commission expires: _____

_____
(SEAL) Notary Public

END OF SECTION

SECTION 00690

NOTICE OF FINAL PAYMENT

NOTICE is hereby given that the Town of Elizabeth of Elbert County, Colorado, will make final payment at _____, Colorado, on _____, 202_, at the hour of _____ ___M to _____ of _____, of _____, Colorado for all work done by said Contractor{s) in construc1ion or work on TOWN OF ELIZABETH 2026 HILLSIDE PAVING AND PARK IMPROVEMENTS performed within Town of Elizabeth, County of Elbert, State of Colorado.

Any person, co-partnership, association of persons, company or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractors or their subcontractors, in or about the performance of the work contracted to be done or that supplies rental machinery, tools, or equipment to the extent used in the prosecution of the work, and whose claim therefore has not been paid by the contractors Or their subcontractors, at any time up to and including the time of final settlement for the work contracted to be done. is required to file a verified statement of the amount due and unpaid, and an account of such claim, to Town of Elizabeth, _____ on or before the date and time hereinabove shown for· final payment. Failure on the part of any claimant to file such verified statement of claim prior to such final settlement will release Town of Elizabeth, its directors, officers, agents, and employees, of and from any and all liability for such claim.

BY ORDER OF THE BOARD OF TRUSTEES
TOWN OF ELIZABETH

By: _____

First Publication: _____, 202___

Last Publication: _____, 202___

_____
(Name of Newspaper)

END OF SECTION

CONDITIONS OF CONTRACT

STANDARD SPECIAL PROVISIONS

FOR

TOWN OF ELIZABETH

2026 HILLSIDE PAVING AND WADE PARK IMPROVEMENTS

TOWN OF ELIZABETH

2026 HILLSIDE PAVING AND PARK IMPROVEMENTS

TABLE OF CONTENTS

Colorado Dept. Of Transportation – Standard Specifications for Road and Bridge Construction

Revision of Section 103 -Award and Execution of Contract 2

Revision of Section 104 -Scope of Work 4

Revision of Section 105 -Control of Work 7

Revision of Section 107 - Legal Relations and Responsibility to Public 11

Revision of Section 108 -Prosecution and Progress 15

Revision of Section 109 -Measurement and Payment 18

REVISION OF SECTION 103
AWARD AND EXECUTION OF CONTRACT

Section 103 of the Standard Specifications is hereby revised as follows:

103.01 CONSIDERATION OF PROPOSALS

Subsection 103.01 shall include the following:

The Town of Elizabeth reserves the right to consider any Bidder as unqualified to perform the Contract who does not consistently perform with his own forces a major portion of the work involved in the construction of the improvements. "Major portion" is interpreted to mean at least thirty percent (30%) of the total cost of the Contract.

103.02 AWARD OF CONTRACT

Subsection 103.02 is amended to read as follows:

The Contract, if awarded, shall be executed within **30 calendar days** after the opening of Bid Proposals unless both the successful Bidder and the Town both agree in writing to allow additional time. The Contract will be awarded to the lowest responsive, responsible Bidder who will serve the best interests of the Owner; and the Owner reserves the right to make this determination. **The Town, however, reserves the right to reject any and all Bids and to waive informality or technicality in any bid, and to disregard all non-conforming, non-responsive Conditional or Alternate Bids whenever such rejection or waiver is in the Town's best interest.**

The successful Bidder will be notified at the earliest possible date, by telephone, fax or letter mailed to the address shown on their Proposal, that their Bid has been reviewed and the Town's Engineer will be recommending to the Board of Commissioners award of the Contract. If the Board of Commissioners approves the Conditional Notice of Award, then the Contractor will be given notice, which will need to be acknowledged by the Contractor.

In determining whether the low bid is from a "responsive and responsible Bidder," the following criteria will be considered:

a. Whether the Bidder has received prequalification status (active status) with the Colorado Department of Transportation for bidding on contracts of a similar size and type;

b. The Bidder's financial responsibility;

c. The Bidder's previous performance (both satisfactory and unsatisfactory) on completing prior Town contracts, including performance of any required warranty repair work;

d. The Bidder's quality of work previously performed for developers, CDOT and other governmental agencies.

103.04 EXECUTION AND APPROVAL OF CONTRACT

Subsection 103.04 is amended to read as follows:

The Agreement shall be signed by the successful Bidder and returned, together with the contract Payment and Performance Bonds, Certificate of Insurance and all other formal contract documents, within **ten (10) days after the date of Conditional Notice of Award**. If the successful Bidder returns the signed Agreement and has submitted acceptable Payment and Performance Bonds, Insurance Certificates and all other formal contract documents within **ten (10) days** after the date of Conditional Notice of Award; then **if the Agreement is not executed by the Town of Elizabeth within sixty (60) days** from the date of the Conditional Notice of Award, then the Bidder shall have the right to withdraw the Bid Proposal without penalty.

The Notice to Proceed process may be accelerated; and provided both parties agree to the Contractor submitting applicable Payment and Performance Bonds, Certificate of Insurance and all other formal Contract Documents prior to the receipt of the Conditional Notice of Award. This will allow the Board of Trustees (BOT) and the Contractor to fully execute the Agreement at the same time the BOT would grant the Conditional Notice of Award.

No Agreement shall be considered effective until it has been fully executed by all the parties thereto.

REVISION OF SECTION 104
SCOPE OF WORK

Section 104 of the Standard Specifications is hereby revised as follows:

104.02 DIFFERING SITE CONDITIONS, SUSPENSION OF WORK, AND SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

Subsection 104.02(a) shall include the following:

The Town assumes no responsibility for the condition of existing streets and structures and other property in the project area nor for their continuance in the condition existing at the time of issuance of the INVITATION FOR BIDS or thereafter. No adjustment of Contract Price or allowance for any change in conditions, which may occur after the INVITATION FOR BIDS has been issued, will be made.

Subsection 104.02(c) is amended to include the following:

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. If, however, the character of the work or the unit costs thereof are

materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Engineer may determine to be fair and equitable. Material change of the character of the work to be performed or the cost thereof as used herein means an increase or decrease in quantities over or under the plan quantities amounting to an aggregate increase or decrease to the original Contract Amount of any specific "Drainage Location" (ie A,B,C, etc) of **twenty-five percent (25%)** or more.

The Unit Price or Lump Sum Price for each of the listed items in the Bid Proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total Bid. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities; no limit will be fixed for such increased or decreased quantities. No adjustment to unit prices will be allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) does not increase or decrease the original Contract Amount of any specific "Drainage Location"(ie A, B, C etc) by more than **twenty-five percent (25%).**

The Town may make changes in the scope of the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his/her obligations under the Contract or any guarantee given by the Contractor pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, provided that the total net amount of the changes do not change the original Total Contract Amount by more than **twenty-five percent (25%).** All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no changes in the work authorized under this contract unless in pursuance of a written order from the Town of Elizabeth authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

If applicable unit prices are contained in the Contract (established as a result of a unit price bid), the Town may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

If applicable unit prices are not contained in the Contract, or if the total net change increases or decreases the original Total Contract Amount more than **twenty-five percent (25%)**, the Town shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him/her covering the work involved in the change, after which the procedure shall be as follows:

If the proposal is acceptable, the Town will prepare a change order in accordance therewith

for acceptance by the Contractor.

Each change order shall include in its final form:
(1) A detailed description of the change in the work,
(2) the Contractor's proposal (if any) or a confirmed copy thereof,
(3) a definite statement as to the resulting change in the Contract Price and/or Time, and
(4) the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

104.04 MAINTAINING TRAFFIC

Subsection 104.04 shall include the following:

Before proceeding with construction, the Contractor will submit to the Engineer a detailed proposal in writing of his method of handling traffic during construction for review and approval. Depending on the circumstances, the Owner/Engineer may require more than **ten (10) calendar days** to review and approve the Contractor's submittal; and the Contractor shall take this into consideration when planning their schedule for these submittals. It is the Contractor's responsibility to adequately plan the submittal of all necessary traffic control plans in order for approval to be granted at least **three (3) calendar days** prior to construction and at least **three (3) calendar days** prior to a change in condition.

During the course of construction, the Contractor shall provide a detailed traffic control plan, which shows how the Contractor will handle traffic for the various phase(s) of the scheduled construction work.

Details in the plan will include, but not be limited to; hours of work in compliance with project special provisions, placement of signs and barricades, use of traffic control devices such as cones, barriers, and barricades, stationing of flagging personnel, access control, temporary striping, maintenance of detours, dust abatement, and length of lane closure tapers.

The Contractor will not be permitted to have construction equipment or materials in the lanes open to traffic at any time unless so directed by the Engineer. The Contractor shall remove and reset all construction signs prior to any adjacent construction. Any damaged signs shall be replaced in kind or repaired by the Contractor. The Contractor is cautioned that all personal vehicle and construction equipment parking is prohibited where it conflicts with safety access or the flow of traffic.

The Contractor will be required to notify the Town **three (3) calendar days** prior to the date the Contractor intends to start construction.

Temporary detours need to be submitted to the Engineer for review and approval.

Measurement or payment will not be made for the costs associated with temporary detours unless specified otherwise in the plans or Project Special Provisions (PSPs). If the Contractor determines that additional temporary detours are advantageous across private property, then

the Contractor is responsible for all costs associated with constructing and maintaining the detours and any additional costs to obtain the additional easements. The Contractor shall provide written proof of permission from private property owner(s) to the Engineer prior to scheduling work to commence on said private property.

The Contractor shall be responsible for furnishing and maintaining all traffic control devices in accordance with the manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall be responsible for providing and maintaining all temporary pavement markings according to MUTCD, until the final striping is completed and the project is accepted by the Town.

The traffic control supervisor and all flagging personnel shall be certified by the Colorado Department of Transportation before working on this project and shall maintain such certification throughout the project duration.

The Contractor shall not be permitted to place emulsion or tack coat on any surface to be chip sealed, patched, or leveled where traffic will be forced to travel upon the fresh emulsion or tack coat.

The Contractor shall inspect, maintain, and keep all traffic control devices clean throughout the project duration including during periods when **other work required for** the project has been suspended due to inclement weather, unless approved otherwise in writing by the Engineer.

REVISION OF SECTION 105
CONTROL OF WORK

Section 105 of the Standard Specifications is hereby revised as follows:

105.08 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS

Subsection 105.08, first paragraph, shall include the following:

Any work shown on the plans and not covered in the special provisions or included in the special provisions and not shown on the plans, shall be executed by the Contractor as though shown both on the plans and included in the special provisions. The plans, special provisions, Standard Specifications, Standard Plans, and all supplementary documents are intended to be complete and complementary. If any omissions are made which are necessary to carry out the full intent and meaning of the Contract, the Contractor shall supply such omissions at no additional cost to the Town as though they have been fully set forth in the plans, special provisions, or the Contract. All work to be performed under this Contract shall be governed by said plans and special provisions, including all Addenda thereto, unless modified by any technical specifications, which are included in the Contract Documents.

Subsection 105.08, second paragraph, is amended to read:

In case of discrepancy, the order of precedence is as follows, unless otherwise so stated in the

Contact Agreement.

(a) Contractor Agreement
(b) Change Orders
(c) Addenda
(d) Notice to Bidders
(e) Special Provisions
    1. Project Special Provisions
    2. Standard Special Provisions
    3. CDOT Standard Specifications for Road And Bridge Construction, Dated 2005
(f) Plans
    1. Detailed Plans
    2. CDOT Standard Plans -(M&S Standards dated July, 2006) and most recent revisions; where calculated and specified dimensions will govern over scaled dimensions.
    3. Town of Elizabeth Roadway Design and Construction Standards
(g) CDOT Supplemental Specifications
(h) CDOT Standard Specifications for Road and Bridge Construction, Dated 2005
(i) CDOT Construction Manual
(j) CDOT Field Materials Manual

105.09 COOPERATION BY CONTRACTOR

Subsection 105.09 first paragraph, is amended to read:

The Contractor for the work required will be supplied (without charge) five (5) complete sets of the Contract Documents (plans and specifications) that are stamped "For Construction". At least one set of the Contract Documents (plans and specifications) shall be available on the Project Site at all times. Additional sets of construction plans and special provisions can be secured by the Contractor at a cost of Thirty Dollars ($30.00) per set unless such additional cost is waived by the Engineer.

Subsection 105.09 shall include the following:

It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in his possession which should be furnished by the Town under the terms of this Contract, and which will be required in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The

Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this paragraph.

105.11 COOPERATION BETWEEN CONTRACTORS

Subsection 105.11 shall include the following:

If, through acts or neglect on the part of the Contractor, any other contractor, individual, or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other contractor, individual or subcontractor by agreement or arbitration, if such other contractor, individual or subcontractor will so settle. If such other contractor, individual or subcontractor shall assert any claim against the Town of Elizabeth on account of any damage alleged to have been so sustained, the Town will notify the Contractor who shall defend at his own expense any suit based upon such claim; and if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and shall pay all costs, expenses, and attorney's fees in connection therewith, and otherwise hold the Town of Elizabeth harmless from any such judgments, claims or attorney's fees. Said hold harmless statement shall be noted on any and all insurance policies submitted to the Town for approval.

105.12 CONSTRUCTION STAKES, LINES AND GRADES

Subsection 105.12 shall be revised to include the following:

The Contractor shall be held responsible for the preservation of all construction survey stakes and marks. If the Town provides construction staking as part of this Contract, and if any of the construction stakes or marks are destroyed, disturbed or removed by the Contractor, his subcontractors or suppliers, the cost of replacing such stakes or marks will be charged to the Contractor at the current market rate for the work required, and replacement will require a minimum of three (3) business days advance notice to the Engineer. The Engineer will make an effort to schedule the re-staking to occur as soon as possible. These costs will be deducted from payment of any moneys due the Contractor for the work.

105.15 INSPECTION AND TESTING OF WORK

Subsection 105.15 shall include the following:

The Town will provide Testing services.

The Town may retain the services of an independent testing laboratory to perform some or all testing and to assist in the inspection of the work and equipment. The Contractor shall give the representative(s) of such independent testing laboratory access to all work as a representative of the Engineer.

The Town of Elizabeth and its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and

records pertaining to this Contract, provided however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Engineer.

All materials and workmanship shall be subject to inspection, examination, or test by the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected.

Rejected material shall be promptly segregated and removed from the Project, and replaced with acceptable material. The Town of Elizabeth may, by contract or otherwise, have the defects remedied or rejected materials removed from the Project and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Town.

The Contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required.

The Contractor shall submit all material or equipment certificates, affidavits, etc., as called for in the Standard Specifications or these special provisions, or as required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractors own risk, until the required certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract Time.

Approval of any material shall be general only and shall not constitute a waiver of the Town's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials, equipment, and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials, equipment or accessories, or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, costs of testing will be divided as follows:

a. The Town shall pay for all Field Testing.
b. The Contractor shall assume all costs of re-testing materials, which fail to meet Contract requirements;
c. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
d. The Contractor shall pay for materials testing necessary to test materials for conformity to the specifications prior to construction. This includes, but not

limited to aggregate materials and gradation, emulsified oils, hot bituminous mix and concrete mix.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper time for inspection and testing. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for inspection and recover such facilities all at the Contractor's sole expense, when so requested and deemed necessary by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect due to fault of the Contractor, his subcontractors, or material suppliers, then the Contractor shall defray all of the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, then the cost of such work will be paid for as defined in subsection 104.03, Extra Work; and compensation will be as provided for in subsection 109.04, Compensation for Changes and Force Account Work; and in accordance with the revisions of Section 104 of these Town of Elizabeth Standard Special Provisions. The Contractor shall, if completion of the work of the entire Contract has been delayed thereby, will be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the improvements embraced in the Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance shall, unless otherwise stated in the Standard Specifications or these special provisions, be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, inspection of materials as a whole or in part will be made at the Project Site.

Neither inspection testing, approval nor acceptance of the work in whole or in part by the Town of Elizabeth or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

105.20 ACCEPTANCE

Subsection 105.20(a) shall be deleted in its entirety and replaced as follows:

There will be no partial acceptance of any unit or portion of the project, unless authorized in writing by the Town’s Engineer.

Subsection 105.20(b) shall include the following:

When the work under this Contract is substantially completed, the Contractor shall notify the Town in writing that the work will be ready for final inspection on a definite date, which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Town having charge of the project inspection, and shall be given at least ten (10) days prior to date stated for final inspection. If the Town determines that the work under this Contract is substantially completed, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as practical.

105.21 DISPUTES AND CLAIMS FOR CONTRACT ADJUSTMENTS

Shall be in accordance with Articles 11 & 12 of the Trade Contractor Agreement

Sections 105 and 107 of the Standard Specifications are hereby revised as follows:

105.20 ACCEPTANCE
and
107.17 CONTRACTOR'S RESPONSIBILITY FOR WORK

Subsections 105.20 and 107.17 shall include the following:

Neither the final certificate of payment nor any provision in the contract, nor partial or entire use of the improvements under this contract by the Town shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty material or workmanship. **The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of two years, (two year warranty period) from the date of final acceptance of the Contract**. The Town of Elizabeth will give notice of observed noncompliance with reasonable promptness.

REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Section 107 of the Standard Specifications is hereby revised as follows:

107.01 LAWS TO BE OBSERVED

Subsection 107.01 shall include the following:

All methods of construction shall comply with all applicable ordinances and codes including all written waivers. Before beginning the work, the Contractor shall examine the plans and special provisions for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Town of Elizabeth. Where the requirements of the plans and special provisions fail to comply with such applicable ordinances or codes, the Engineer will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make

appropriate adjustments to the Contract unit prices.

Should the Contractor fail to observe the foregoing provisions and commence construction work at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such methods are in compliance with the plans and special provisions), the Contractor shall correct the methods of doing such work or remove such work, at the election of and without cost to the Town of Elizabeth. A change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been approved before the Contractor commenced work on the items involved.

All surplus excavated material, (excluding asphalt millings), such as rubbish and debris resulting from the construction activities, or deposited on the site by others during the duration of the Contract shall be removed and lawfully disposed of by the Contractor who shall keep the Project Site and public rights-of-way reasonably clear at all times. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project Site and shall commit no trespass on any public or private property in any operation due to or connected with the construction under this Contract. Disposal of solid waste or debris must be made in strict compliance with Chapter 36, Article 23 of the Colorado Revised Statutes, as amended, and in addition thereto, shall not be made on or to any site or facility within the limits of the Town of Elizabeth, which has not been previously licensed by the Town.

The Contractor shall be responsible for obtaining required approvals from the Town of Elizabeth and the State of Colorado Mined Land Reclamation Board for earthen or mineral aggregates removed and/or deposited within the Town of Elizabeth and outside the right-of-way for this project. Approvals or permits required to obtain such earthen or mineral aggregates shall not be paid for separately, but shall be included in other items of work.

107.10 BARRICADES AND SIGNS

Subsection 107.10 shall include the following:

The Contractor shall be responsible for ensuring that all work sites are properly cleaned and barricaded prior to the completion of each day's activities. Failure on the part of the Contractor to do so shall result in the Town doing so at the Contractor's expense. Actual barricading and cleaning costs shall be deducted from the final contract price.

All barricading shall be in accordance with the manual on Uniform Traffic Control. The Contractor shall be responsible for obtaining this manual.

The anticipated costs for compliance with the above requirements shall be included in the bid item(s) expected to cause the same and shall not be the subject of extra payment.

107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Subsection 107.15 shall include the following:

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damage to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Engineer may determine to be reasonably necessary.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.

The Contractor expressly binds himself to indemnify and save harmless the Town of Elizabeth against all suits, actions, claims, costs, expenses, and attorneys' fees of any kind and nature brought, or which may be brought against the Town for or on account of any injuries or damage received or sustained by any person, firm, partnership or corporation, or persons, firms, partnerships or corporations, in connection with or on account of the performance of the work under this Contract or by or in consequence of any negligence in connection with the same, or on account of the use of any improper or defective materials or workmanship, or on account of any act or omission or commissions of the Contractor, or a subcontractor, agents, servants or employees, or for any cause arising out of the performance of the subcontractor, agents, servants or employees relating to this Contract. The Town may, if it so desires, withhold any payment due the Contractor so long as it shall be reasonably necessary to indemnify the Town on account of such injuries or damage.

1. The Contractor agrees to procure and maintain, at its own expense, the following policies of insurance, and those policies as described in the TRADE CONTRACTOR AGREEMENT. Any conflict of required insurance coverages between that identified below and the TRADE CONTRACTOR AGREEMENT, shall require the higher amount of coverage.

    a. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

        i. <u>Workers' Compensation</u>

        ii. Statutory — Each accident
        Statutory — Each employee for disease

        i. <u>Employer's Liability</u>

        iii. $1,000,000 — Each accident
        $1,000,000 — Each employee for disease

b. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) aggregate and $500,000.00 for property damage. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interest provision.

c. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest provision.

2. Contractor shall procure and maintain the minimum insurance coverages required. Such coverages shall be procured and maintained with insurers with an A-or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

3. The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the Town of Elizabeth as a Certificate Holder and name the Town of Elizabeth, its officers and employees as additional insured. The required Worker's Compensation policy shall be endorsed to include the Town of Elizabeth as a Certificate Holder. The policies shall provide that the Town will receive notice no less than **thirty (30) days** prior to cancellation, termination or a material change to the policies.

4. The policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificates of insurance shall be provided to the Town by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the Town prior to commencement of the Contract. No other form of certificate shall be used. The certificates shall identify this contract. The completed certificates of insurance and any notices, within **thirty (30) days** of cancellation, termination, or material change,

shall be sent to:

Director of Public Works
Town of Elizabeth

P.O. Box 159

228 S. Banner St.

Elizabeth, CO 80107

6. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph A, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

7. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Contractor from the Town.

8. The Town of Elizabeth reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

9. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

107.16 OPENING SECTIONS OF PROJECT TO TRAFFIC

Subsection 107.16 shall include the following:

The Town has the right, subject to reasonable advance notice to the Contractor, to take possession of and use any completed or partially completed portions of the work. The Town has this right even though the entire work or any portions thereof may, or may not, have been completed. Such possession and use shall not be deemed an acceptance of any work until all work has been completed in accordance with the Contract. Possession taken by the Town pursuant to this paragraph shall not change the period of warranty requirements pursuant to

the Revision of Section 105 and 107.

107.17 CONTRACTOR'S RESPONSIBILITY FOR WORK

Subsection 107.17 shall include the following:

In an emergency affecting the safety of life or property, on or adjoining the site, the Contractor shall act, either at his own discretion, or as instructed by the Engineer, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Engineer as provided in subsections 104.03 and 109.04.

Should an excavation become flooded, by any cause, the Contractor shall remove excess water and excavate the unsuitable material to a depth satisfactory to the Engineer and replace it with Class 2 structure backfill, or other suitable material as approved by the Engineer, at the Contractor's expense.

Until final written acceptance of the project by the Town, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, groundwater, surface runoff, floods or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the project and shall take such precautions as may be necessary to construct the project in a dry condition, provide for drainage, groundwater, underground water, surface runoff; and shall erect any necessary temporary structures or other facilities (including pumping and all other dewatering costs) at the Contractor's expense that are needed to complete the requirements for this project.

No separate measurement and payment will be made of the work, equipment and materials, including, but not limited to any additional shoring, rock stabilization, diversions, cofferdams, sheeting, pumping and well-points -required to control the surface and subsurface water in the work area throughout the duration of the project (until the project is completed and accepted by the Engineer). This work shall be a subsidiary obligation of the Contractor for this project.

107.19 FURNISHING RIGHT OF WAY

Subsection 107.19 is hereby revised to include the following:

The Contractor shall construct this project within the proposed right-of-way, permanent slope easements, permanent drainage easements, and temporary construction easements as shown on the plans. Any additional temporary construction easements that the Contractor wants shall be obtained by the Contractor at his expense. No time extensions will be granted by the Town

for the Contractor to obtain these additional easements.

Temporary fence shall be constructed within the limits of the temporary construction easements as specified on the plans or as directed by the Engineer.

REVISION OF SECTION 108
PROSECUTION AND PROGRESS

Section 108 of the Standard Specifications is hereby revised as follows:

All communications between the Contractor and the Town shall conform to the following:

1. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

2. Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor, the office being located at the address stated by the Contractor on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate in writing), or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

3. All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to:

Director of Public Works

Town of Elizabeth

P.O. Box 159

228 S. Banner St.

Elizabeth, CO 80107

and any notice to or demand upon the Town shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the Town at such address, or to such other address as the Town may subsequently specify in writing to the Contractor for such purposes.

108.01 SUBLETTING OF CONTRACT

Subsection 108.01 shall include the following:

No proposed subcontractor will be disapproved by the Town except for cause.

The Contractor will be permitted to sublet a portion of the Contract; however, the Contractor's organization shall perform work amounting to thirty percent (30%) or more of the original Total Contract Amount.

The Contractor shall be fully as responsible to the Town for acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Town.

108.02 NOTICE TO PROCEED

Subsection 108.02 shall be revised as follows:

The Contractor shall commence work under the Contract on or prior to the **tenth (10^{th}) day** following the Notice to Proceed.

108.03 SCHEDULE

Subsection 108.03 shall include the following:

Following the issuance of the "Notice to Proceed'" the Contractor shall (within ten (10) days) submit to the Town a carefully considered construction schedule. The schedule shall show the proposed dates of starting and of completing each of the major portions of the work shown. This schedule may be in the form of either a Gantt bar chart or a CPM diagram. The Contractor shall update the schedule at least every two weeks throughout the construction period and submit the revised updated schedule to the Town.

108.05 CHARACTER OF WORKERS; METHODS AND EQUIPMENT

Subsection 108.05 shall include the following:

The Contractor shall be responsible for the proper fitting of all work and for coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. The Contractor shall be prepared to guarantee to each of his subcontractors the locations and

measurements, which they may require for the fitting of their work to all surrounding work.

108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME

Subsection 108.07 shall include the following:

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

(a) Any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency; or

(b) Any acts of the Town; or

(c) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; or

(d) Any delay of any subcontractor occasioned by any of the causes specified In subparagraphs (a), (b), or (c) of this paragraph.

Provided, however, that the Contractor, **within seven (7) days**, notifies the Engineer, in writing, of the cause of the delay. The Engineer shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of this Contract, the Engineer shall extend the Contract Time by a period commensurate with the period of excusable delay.

108.09 DEFAULT OF CONTRACT
and
108.10 TERMINATION OF CONTRACT

Subsection 108.09 and Subsection 108.10 shall include the following:

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these special provisions, or as modified in accordance with these special provisions, the Town, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Town may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Town for any additional cost incurred by the Town in its completion of the work, and they shall also be liable to the Town for liquidated damages for any delay in the completion of the work.

If, for any reason, the Contract is declared in default, the Town shall have the right, without process or action at law, to take over all or any portion of the work and complete it at its option, either by day labor or by re-letting same. Written notice shall be given the Contractor by the Town that the Contract has been declared in default and upon receiving such notice, the Contractor shall peaceably relinquish possession of said work or in the parts thereof specified in the notice.

The Town may, at its option, and at a rental which it considers reasonable, take possession of, and utilize in completing the work, such materials, equipment, tools, and plant as may be on the Project Site until the work is complete.

Neither the Town, nor its officers, agents, or employees, shall in any way be liable or accountable to the Contractor or his surety for the method by which the completion of said work, or any portion thereof, may be accomplished or for the price paid therefore. Should the cost of completing the work be in excess of the original contract price, the Contractor and his surety shall be held obligated for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the Contract in default shall the Town forfeit the right to recover damages from the Contractor or his surety for failure to complete the entire Contract. Maintenance of the work shall continue to be the Contractor's surety's responsibility as provided for by the bond and guaranty of the Contractor.

REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

Section 109 of the Standard Specifications is hereby revised as follows:

109.06 PARTIAL PAYMENTS

Subsection 109.06, first paragraph, shall include the following:

The Contractor and Engineer shall jointly prepare each partial payment statement prior to the 20th day of each month. The statement shall consist of the total value of all construction work completed within each specific “DRAINAGE AREA” to such date, as estimated.

Monthly or partial payments made by the Town to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work and construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Town in all details.

Subsection 109.06, (a), Standard Amount Retained, is deleted. Partial payments shall be in

accordance with the following:

The amount to be retained from partial payments will be ten percent of the value of the completed work (including retainage for mobilization), but not greater than ten percent of the amount of the contract for each specific “DRAINAGE AREA”, as amended by change order(s). When the retainage has reached ten percent of the amount of the contract for each specific “DRAINAGE AREA”, as amended, no further retainage will be made, and this amount will be retained until such time as final payment is made with the following provision: When 97 -100 percent of the work has been completed, the Engineer may, in his discretion, reduce the retained amount to twice the value for the work remaining to be done, but not less than five percent of the amended contract price. When the work has been completed, and the contract is ready to be advertised for final acceptance by the Town, the Engineer may, with the consent of the Surety, reduce the retained amount to two percent of the final contract amount.

However, if the Engineer, at any time after fifty percent of the work has been completed, determines that the work is being performed satisfactorily and that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full without additional retainment being withheld. Retainment will at no time be reduced to less than five percent of the amended contract price except as provided in the preceding paragraph.

The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect the Town's interest. The Town, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts, and any payments so made shall in no way impair the obligations of any surety or sureties or any bond or bonds furnished under this Contract.

The Town may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Town, and if it so elects, may also withhold any amount due from the Contractor to subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and his subcontractors or materials dealers, or to withhold any monies for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

109.07 PAYMENT FOR MATERIAL ON HAND (STOCKPILED MATERIAL)

Subsection 109.07 shall be revised to include the following:

Payments shall not be made to the Contractor for Material on Hand (Stockpiled Material) to be incorporated into the work. All payments are for the finished product, complete and in-place. Partial payments to the Contractor for materials on hand shall not be allowed unless a specific exception is granted in writing by the Engineer or unless it is specified in the Town of Elizabeth

Project Special Provisions (PSPs).

109.09 ACCEPTANCE AND FINAL PAYMENT

Subsection 109.09 shall be revised to include the following:

Final payment to the Contractor shall be subject to the Contractor furnishing the Town with a release in satisfactory form of all claims against the Town arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 105, as revised

TOWN OF ELIZABETH

PROJECT SPECIAL PROVISIONS

FOR

TOWN OF ELIZABETH

2026 HILLSIDE PAVING AND WADE PARK IMPROVEMENTS

2026 HILLSIDE PAVING AND WADE PARK IMPROVEMENTS

TABLE OF CONTENTS

PROJECT SPECIAL PROVISIONS

CDOT Standard Specifications for Road and Bridge Construction

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PROJECT SPECIAL PROVISIONS: **Page**

General – Bid item Description 2-**6**

Traffic Control Plan – General 7

Limits of Work –General 8

Revision of Section 108 – Prosecution and Progress 8

Revision of Section 202 – Removal of Structures and Obstructions 10

Revision of Section 401 – Plant Mix Pavements – General 11
Revision of Section 403 – Hot Mix Asphalt 14
Revision of Section 626 – Mobilization 18
Revision of Section 630 – Construction Zone Traffic Control 19

Bid Item Descriptions

This section provides item descriptions, quantity designation and payment information for those bid items that are otherwise not identified herein.

Remove and Replace Existing Roadway Curb/Gutter and Sidewalk

General:

a) As-Built plans will be required prior to final acceptance.
b) All Erosion BMP's shall be installed and maintained per standard practice in accordance with Douglas County. If the Contractor is not familiar with these standards they can be provided upon request.
c) The Contractor is responsible for costs associated with damages/repairs to the existing roadway curb/gutter and sidewalks.

1-Mobilization

Includes all costs associated with transporting to the job site and transporting from the job site, one time only, all necessary equipment and machinery to satisfactorily complete the work.

2-Type 2 Bedding Installation

Includes all labor and material necessary to install the type 2 bedding per plan.

5-VTC

It is expected that this location be the Contractors primary staging and storage area. Cost includes all labor and material necessary to initially place the VTC rock, and to install a second load of VTC rock only. The Contractor shall maintain the VTC during all phases of construction and will be responsible for costs beyond the secondary placement of rock.

7-Sub Grade preparation

Soils testing will be provided by the Town but failed tests will be at Contractor cost. Compaction shall be to 95% Standard Proctor, in lifts no greater than 6

haul of excess earthwork, and concrete and pavement to Town yard. Parking area AC and Conc. pavement to be sawcut to straight edges for removal, cost included in this item(s).

Remove and Replace Existing Roadway Asphalt Pavement

General:

a) As-Built plans will be required prior to final acceptance.

b) All Erosion BMP's shall be installed and maintained per standard practice in accordance with Douglas County. If the Contractor is not familiar with these standards they can be provided upon request.
c) The Contractor is responsible for costs associated with damages/repairs to the existing roadway curb/gutter and sidewalks.

1-Mobilization

Includes all costs associated with transporting to the job site and transporting from the job site, one time only, all necessary equipment and machinery to satisfactorily complete the work.

2-Type 2 Bedding Installation

Includes all labor and material necessary to install the type 2 bedding per plan.

5-VTC

It is expected that this location be the Contractors primary staging and storage area. Cost includes all labor and material necessary to initially place the VTC rock, and to install a second load of VTC rock only. The Contractor shall maintain the VTC during all phases of construction and will be responsible for costs beyond the secondary placement of rock.

7-Sub Grade preparation

Soils testing will be provided by the Town but failed tests will be at Contractor cost. Compaction shall be to 95% Standard Proctor, in lifts no greater than 6

haul of excess earthwork, and concrete and pavement to Town yard. Parking area AC and Conc. pavement to be sawcut to straight edges for removal, cost included in this item(s).

Utility Repair

General:

a) As-Built plans will be required prior to final acceptance.
b) All Erosion BMP's shall be installed and maintained per standard practice in accordance with Douglas County. If the Contractor is not familiar with these standards they can be provided upon request.
c) The Contractor is responsible for costs associated with damages/repairs to the existing roadway curb/gutter and sidewalks.

1-Mobilization

Includes all costs associated with transporting to the job site and transporting from the job site, one time only, all necessary equipment and machinery to satisfactorily complete the work.

2-Type 2 Bedding Installation

Includes all labor and material necessary to install the type 2 bedding per plan.

5-VTC

It is expected that this location be the Contractors primary staging and storage area. Cost includes all labor and material necessary to initially place the VTC rock, and to install a second load of VTC rock only. The Contractor shall maintain the VTC during all phases of construction and will be responsible for costs beyond the secondary placement of rock.

7-Sub Grade preparation

Soils testing will be provided by the Town but failed tests will be at Contractor cost. Compaction shall be to 95% Standard Proctor, in lifts no greater than 6

haul of excess earthwork, and concrete and pavement to Town yard. Parking area AC and Conc. pavement to be sawcut to straight edges for removal, cost included in this item(s).

Water Line Construction

General:

a) As-Built plans will be required prior to final acceptance.
b) All Erosion BMP's shall be installed and maintained per standard practice in accordance with Douglas County. If the Contractor is not familiar with these standards they can be provided upon request.
c) The Contractor is responsible for costs associated with damages/repairs to the existing roadway curb/gutter and sidewalks.

1-Mobilization

Includes all costs associated with transporting to the job site and transporting from the job site, one time only, all necessary equipment and machinery to satisfactorily complete the work.

2-Type 2 Bedding Installation

Includes all labor and material necessary to install the type 2 bedding per plan.

5-VTC

It is expected that this location be the Contractors primary staging and storage area. Cost includes all labor and material necessary to initially place the VTC rock, and to install a second load of VTC rock only. The Contractor shall maintain the VTC during all phases of construction and will be responsible for costs beyond the secondary placement of rock.

7-Sub Grade preparation

Soils testing will be provided by the Town but failed tests will be at Contractor cost. Compaction shall be to 95% Standard Proctor, in lifts no greater than 6

haul of excess earthwork, and concrete and pavement to Town yard. Parking area AC and Conc. pavement to be sawcut to straight edges for removal, cost included in this item(s).

Park Improvements

General:

a) As-Built plans will be required prior to final acceptance.
b) All Erosion BMP's shall be installed and maintained per standard practice in accordance with Douglas County. If the Contractor is not familiar with these standards they can be provided upon request.
c) The Contractor is responsible for costs associated with damages/repairs to the existing roadway curb/gutter and sidewalks.

1-Mobilization

Includes all costs associated with transporting to the job site and transporting from the job site, one time only, all necessary equipment and machinery to satisfactorily complete the work.

2-Type 2 Bedding Installation

Includes all labor and material necessary to install the type 2 bedding per plan.

5-VTC

It is expected that this location be the Contractors primary staging and storage area. Cost includes all labor and material necessary to initially place the VTC rock, and to install a second load of VTC rock only. The Contractor shall maintain the VTC during all phases of construction and will be responsible for costs beyond the secondary placement of rock.

7-Sub Grade preparation

Soils testing will be provided by the Town but failed tests will be at Contractor cost. Compaction shall be to 95% Standard Proctor, in lifts no greater than 6

haul of excess earthwork, and concrete and pavement to Town yard. Parking area AC and Conc. pavement to be sawcut to straight edges for removal, cost included in this item(s).

TRAFFIC CONTROL PLAN – GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in

Subsection 630.08.

The components of the Traffic Control Plan (TCP) for this project are included in the following:

(a) Section 630 of the Standard Specifications.

(b) Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.

Special Traffic Control Plan requirements for this project are as follows:

1. The Contractor shall maintain access to all roadways, side streets, walkways, alleyways, driveways, and hike/bike paths at all times unless otherwise directed by the Engineer. Parking areas temporarily disturbed by construction activities shall be restored to a useable condition during non-working hours. Such temporary parking shall utilize an all weather surface. The Contractor shall develop an Access Maintenance Plan in coordination with, and based on the requirements of, the affected property owners and tenants and submit it to the Engineer for approval prior to commencement of work. This plan shall detail all barricades, ramps, signs, and temporary means of access required by the property owners or tenants. Prior to commencing any work which affects access to a property, the Access Maintenance Plan for that property must be submitted and approved by the Engineer.

2. The Contractor shall maintain continuous access throughout the project for pedestrians, bicyclists, and disabled persons. When the existing access route is disturbed by construction, a temporary all-weather access shall be provided. All temporary access shall be a minimum of 5 feet wide and meet Americans with Disabilities Act (ADA) requirements. Acceptable all weather surfacing shall be concrete or asphalt surface, or as approved by the Engineer. Delineation of pedestrian access through the work area shall be accomplished using temporary plastic fencing. The costs of maintaining access for pedestrians, bicyclists, and disabled persons will not be paid for separately, unless otherwise provided, but shall be included in the work.

3. During non-construction periods (evenings, weekends, holidays, etc.), all work areas shall be adequately protected to insure the safety of vehicular and pedestrian traffic, as detailed in the Contractor's MHT. Excavations or holes shall be filled in or fenced when unattended.

4. Whenever the Contractor removes, obliterates, or overlays any pavement markings, the Contractor shall replace them on a daily basis prior to opening the affected areas to traffic. All temporary pavement markings shall fully comply with the Standard Specifications and Special Provisions. It is the Contractor's responsibility to maintain striping during performance of the work. If, in the opinion of the Engineer, striping maintenance work is required, the Contractor shall re-stripe affected areas as directed within 48 hours of notice from the Engineer. Costs associated with re-striping shall not be paid for separately, but shall be included in the work.

5. The Contractor shall not have construction equipment or materials in the lanes open to traffic any time unless directed by the Engineer.

6. One week prior to starting construction, the Contractor shall notify The Town of Elizabeth the date the Contractor intends to start construction.

7. At least two weeks prior to the closure of any roadway, including overnight closures, the Contractor shall contact The Town of Elizabeth to inform them of the planned closures and obtain the necessary permits.

8. **All personal vehicle and construction equipment parking is prohibited where it conflicts with safety, access, or the flow of traffic. Landscaped areas and roadway shoulders shall be kept clear of parking and storage of all personal and construction equipment except where approved by the Engineer.**

9. During non-working hours, the roadways shall be restored to a safe travel conditions for the free flow of traffic. Any maintenance required to restore the roadways to this condition, including the pavement patching and grading, shall be done prior to opening the areas to traffic or completing work for the day.

10. The Contractor shall clean the roadway of all construction debris before opening it to traffic after any road closure.

11. If any unsafe traffic or pedestrian conditions occur as defined by the Town in the course of work, the Town will have the authority to stop work until such time as the traffic condition is remedied.

All costs associated with the forgoing requirements will not be paid for separately, but shall be included in the work.

LIMITS OF WORK – GENERAL

Staging Area

The Contractor may establish a staging area.

REVISION OF SECTION 108
PROSECUTION AND PROGRESS

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

108.04 LIMITATION OF OPERATIONS

Subsection 108.04 shall be revised to include the following:

The Contractor shall limit his hours of operation on this project from **7:00 a.m. to 7:00 p.m., Monday through Friday** for all roadway operations, excluding milling operations. **This includes moving equipment to and from any area.**

There will be no work allowed on Saturday, Sunday, or holidays except for prewetting, making emergency repairs and providing proper protection of the work unless previously arranged.

The Contractor shall control traffic in accordance with an approved Traffic Control Plan (TCP) and/or Method of Handling Traffic (MHT). The Contractor is responsible for preparing the TCP for the project and submitting it to the Town prior to the preconstruction meeting for review and approval. The TCP shall be prepared in accordance with the MUTCD, Subsection 104.04, and Section 630 of the Standard Specifications and Special Provisions and Standard Plans S-630-1 "Traffic Controls for Highway Construction." To implement the TCP, the Contractor shall develop and submit a method for handling traffic (MHT) for each different phase of construction, which shows the Contractor's proposed construction phasing and proposed traffic control devices consistent with the TCP. If at any time the Contractor desires to change the MHT, it shall be considered a different phase requiring a new MHT.

REVISION OF SECTION 108

PROSECUTION AND PROGRESS

-Continued-

The Contractor shall notify the Town no later than noon, two days in advance of Saturday, if they intend to work on the following Saturday or Sunday. Work on Saturday and/or Sunday is not allowed unless approved, in writing, by the Engineer.

REVISION OF SECTION 202

REMOVAL OF STUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

202.02 CONSTRUCTION REQUIREMENTS

Subsection 202.02 shall be revised to include the following:

No material or debris shall be disposed of or stockpiled within the project limits or on public right-of-way anywhere in the Town without the written permission of the Engineer.

202.03 SALVABLE MATERIAL

Subsection 202.03 is deleted and replaced with the following:

All allowable items are to be delivered to the Town Public Works facility and stockpiled where directed on site. All shipments will only be accepted **Monday through Thursday from 7:00 a.m. until 5:00 p.m.** The Contractor shall coordinate his schedule with the Engineer. The Town of Elizabeth will require a minimum of **seven (7) days** notice for scheduling acceptance of material.

REVISION OF SECTION 401
PLANT MIX PAVEMENTS - GENERAL

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

401.02 COMPOSITION OF MIXTURES

Subsection 401.02 shall be revised to include the following:

At least two weeks prior to the beginning of paving operations and at the Contractor's expense, the Contractor shall submit representative samples of adequate size of all materials proposed for use on the project to an **OUTSIDE** materials testing laboratory approved by the Engineer. The testing laboratory shall, at the Contractor's expense, test all materials for compliance with these specifications and all applicable AASHTO specifications and establish a job-mix design formula for each bituminous mixture proposed for use on the project. The testing laboratory shall submit to the Engineer for his approval, two copies of a report containing sharp, legible copies of all test data, graphs, tables and charts used to establish the job-mix design formula. The report shall bear the seal and signature of a professional engineer licensed in Colorado and competent in asphaltic concrete mix design and construction procedures. The testing laboratory shall certify that the materials tested and the job-mix design formula is within the scope of the Standard Specifications and the Special Provisions.

In lieu of a new Job-Mix Formula, the Contractor may furnish testing satisfactory to the Engineer that the mix he intends to supply is in strict conformance with the most current

Colorado Department of Transportation (CDOT) and Town specifications that satisfy the above criteria.

Paving work shall not begin until the Engineer has approved a Job-Mix Formula. The Engineer shall have five working days to review the Job-Mix Formula. The Job-Mix Formula established for each mixture to be supplied for the project shall remain in effect unless modified in writing by the Engineer

Quality Acceptance / Quality Control Testing During Construction – In order to ensure that all material used for the item "Hot Mix Asphalt Pavement" are in conformance with The Town of Elizabeth and CDOT specifications, the various materials shall be sampled and tested in accordance with Table

403-3, Schedule for Minimum Sampling and Testing, as shown in The Town of Elizabeth's Special Provisions for this Project. The Town of Elizabeth will hire an independent testing agency for Testing and **quality acceptance purposes .** The Contractor shall provide to the Owner a Quality / Process Control Plan (QCP) for approval by the Engineer.

REVISION OF SECTION 401
PLANT MIX PAVEMENTS - GENERAL
-Continued-

Should a change in sources of materials be made, a new Job-Mix Formula shall be established before the new material is used. When unsatisfactory results or other conditions make it necessary, the Engineer may require the Contractor to establish a new Job-Mix Formula.

Plant mixed material sampled for acceptance tests may be accepted or rejected by the Engineer at or behind the laydown machine. The aggregate will be conditionally accepted in stockpiles at the plant site.

Hot Mix Asphalt Pavement shall not contain more than fifteen percent (15%) reclaimed asphalt pavement. The reclaimed asphalt pavement shall meet the requirements of section 703.04.

Delete Table 401-1 in CDOT Standard Specifications for Road and Bridge Construction dated 2005, including the CDOT footnotes, and replace with the following:

Table 401-1

Tolerances for Hot Mix Asphalt Pavement

Element	Tolerance
Asphalt Cement Content	± 0.3 %
Asphalt Recycling Agent	± 0.2 %
Temperature of Mixture when discharged from mixer	± 10 º C or ± 20º F
[1]Hot Mix Asphalt – Item 403	
Voids in Mineral Aggregate (VMA)	± 1.2%
Air Voids	± 1.2%
Percent Relative Compaction	± 2%
[2]Passing the 3/8" and larger sieves	± 6 %
[2]Passing the No. 4 and No. 8 sieves	± 5 %
[2]Passing the No. 30 sieve	± 4 %
[2]Passing the No. 200 sieve	± 2 %

[1]When 100% passing is designated, there shall be no tolerance. When 90-100% passing is designated, 90% shall be the minimum; no tolerance shall be used.

[2] These tolerances apply to the Contractor's Quality Control Testing.

REVISION OF SECTION 401

PLANT MIX PAVEMENTS - GENERAL

-Continued-

401.17 COMPACTION

Subsection 401.17 shall be revised to include the following:

There will be no incentive payment made to the Contractor for joint density on this project. The Contractor is responsible for compacting the hot mix asphalt pavement to a density of 92 to 96 percent of maximum theoretical density.

All manholes, valve boxes, and survey range boxes shall be brought to finished grade before the surface course is placed. Deviations from this procedure shall be subject to approval by the Engineer prior to the commencement of the work. It shall be the Contractor's responsibility to ensure proper compaction around all manholes and valve boxes after they have been raised. The Engineer shall inspect all manholes and valve boxes for proper compaction prior to acceptance of the work. The Contractor shall be required to remove any foreign matter introduced into them by the Contractor's work.

401.20 SURFACE SMOOTHNESS

Subsection 401.20 shall be revised to include the following:

The variation between any two contacts with the surface shall not exceed 3/16 inch in 10 feet. Irregularities exceeding the specified tolerance shall be corrected at the Contractor's expense.

REVISION OF SECTION 403
HOT MIX ASPHALT

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

Sufficient hot bituminous pavement shall be used so that the patch will match the surrounding area and leave a smooth ride after the patch has been satisfactorily rolled.

After excavation and before placing the Hot Mix Asphalt., the vertical edges of the existing pavement shall be given an application of tack coat CSS-1H.

403.02 MATERIALS

Subsection 403.02 is hereby revised as follows and shall include the following:

The design mix for hot bituminous pavement shall conform to the following:

TABLE 403-1

Property	Test Method	Value For Grading	
		SX	S
Air Voids, percent at: **N (initial) [for information only]** **N (design)**	**CPL 5105**	**3.5 – 4.5**	**3.5 – 4.5**
Lab Compaction (Revolutions): **N (initial) [for information only]** **N (design)**	**CPL 5115**	**8** **75**	**8** **75**
Stability, minimum	**CPL 5106**	**30**	**30**
Aggregate Retained on the No 4 Sieve with at least 2 Mechanically Induced fractured faces, % minimum	**CP 45**	**70**	**70**
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	**CPL 5109 Method B**	**80**	**80**
Minimum Dry Split Tensile Strength, kPa (psi)	**CPL 5109 Method B**	**205 (30)**	**205 (30)**
Grade of Asphalt Cement		PG 64-22	PG 64-22
Voids in the Mineral Aggregate (VMA), % minimum	**CP 48**	**See Table 403-2**	**See Table 403-2**
Voids Filled with Asphalt (VFA), %	**AI MS-2**	**65 - 75**	**65 - 75**
Dust to Asphalt Ratio **Fine Gradation** **Coarse Gradation**	**CP 50**	**0.6 – 1.2** **0.8 – 1.6**	**0.6 – 1.2** **0.8 – 1.6**

Note: AI MS-2 = Asphalt Institute Manual Series 2

Note: Mixes with gradation having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.

Note: Gradations for mixes with a nominal maximum aggregate size of one inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen.

Note: Gradations for mixes with a nominal maximum aggregate size of ¾ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.

Note: Table 1 of CPL 5115, which contains the laboratory mixing and compaction temperatures to be used for mix design development and laboratory verification of project produced mixtures, is deleted for this project and replaced with the following:

REVISION OF SECTION 403

HOT MIX ASPHALT

-Continued-

CPL 5115 TABLE 1

Binder Grade	Laboratory Mixing Temperature, °C (°F)	Laboratory Compaction Temperature, °C (°F)
PG 64-22	**163 (325)**	**149 (300)**

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees, and properties must satisfy Table 403-1. The Job-Mix Formula will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0% below the mix design optimum.

TABLE 403-2

Minimum Voids in the Mineral Aggregate (VMA)			
Nominal Maximum Size* (inches)	***Design Air Voids**		
	3.5%	**4.0%**	**4.5%**
1-1/2	11.6	11.7	11.8
1	12.6	12.7	12.8
(3/4)	13.6	13.7	13.8
(1/2)	14.6	14.7	14.8
(3/8)	15.6	15.7	15.8

* The Nominal Maximum size is defined as one sieve larger that the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

*** Extrapolate specified VMA values for production air voids beyond those listed.

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA pavement. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

Hot Mix Asphalt for patching shall conform to the gradation requirements for Hot Mix Asphalt (Grading S) (75) (PG 64-22).

A minimum of one percent hydrated lime by mass (weight) of the combined aggregate shall be added to the aggregate for all hot bituminous pavements.

REVISION OF SECTION 403

HOT MIX ASPHALT

-Continued-

Table 403-3

1. **Process Control will be provided by the Towns** OUTSIDE Geothecnical Firm

2. **The minimum number of HMA in-place density tests are those made after compaction has been completed and will be in addition to those made in the Compaction Test Sections. The acceptance test result for each Compaction Test Section will be an average of the in-place density test results obtained by the Compaction Test Section.**
3. When unscheduled Job-Mix Formula changes are made, acceptance of the elements, except for in-place density, will be based on the actual number of samples that have been selected up to that time, even if the number is below the minimum listed in Table 403-4. At the discretion of the Engineer, additional random in-place density tests may be taken in order to meet scheduled minimums, provided the applicable pavement layer is available for testing under safe conditions. Beginning with the new Job-Mix Formula, the quantity it will represent shall be estimated. A revised schedule of process / acceptance control will be developed based on the new estimated quantity.
4. **The Town will notify the Contractor immediately when any properties, including Air Voids and/or VMA, fall outside tolerances and may have to make adjustments to the Job-Mix Formula. Continued production of HMA with Air Voids and/or VMA out of tolerance may be cause for price adjustment or removal of in-place material.**

REVISION OF SECTION 626

MOBILIZATION

Section 626 of the Standard Specifications is hereby revised for this project as follows:

Subsection 626.01 is hereby revised to include the following:

No separate measurement and payment shall be made for additional mobilizations for additional work.

The Contractor shall provide the following, related to public information, on an ongoing basis (throughout the duration of the project):

At the preconstruction conference, the Contractor shall designate a Public Information Manager (PIM) for the project. The PIM shall provide information on a regular basis to businesses and private individuals that may be affected / or impacted by the work associated with this project.

The type of VMS equipment used, the message to be displayed, and the placement location of each sign shall be subject to review and approval by the Engineer.

No construction shall be allowed until proper notification has been completed to the satisfaction of the Engineer.

REVISION OF SECTION 630

CONSTRUCTION ZONE TRAFFIC CONTROL

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

630.01 DESCRIPTION

Subsection 630.01 shall include the following:

This work shall consist of furnishing, operating, and maintaining a portable message sign panel, to be on the project site at least **72 Hours** prior to the start of any operations activities on any collector-urban or arterial-rural roadway construction.

630.02 SIGNS AND BARRICADES

Subsection 630.02 is hereby revised to include the following:

All traffic control devices shall conform to the most recent version of the Federal Manual on Uniform Traffic Control Devices (MUTCD), the Colorado Supplemental MUTCD, and all applicable specifications and illustrations in the CDOT M & S Standards. The Contractor installing signing is responsible for scheduling and providing utility locates, and identifying conflicts, and protecting all existing utilities.

630.08 GENERAL

Subsection 630.08 is hereby revised to include the following:

Any portable device that requires weight to prevent overturning shall be weighted with appropriate sized sandbags.

Traffic Control devices shall be kept clean throughout all phases of construction. Cleaning shall be done on a regular basis and as directed by the Engineer.

Work zone devices designated by Federal Highway Administration as Category 1, including single-piece drums, tubes, cones, delineators, crash cushions, and truck mounted attenuators, shall meet NCHRP 350 crash test requirements. The Contractor shall obtain, and present to the Engineer, the manufacturer's written NCHRP 350 certification for each type of Category 1 device before they can be installed and used on the project.

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,_____, of the City of _____, County of _____, and State of _____ (hereinafter called "Principal") as Principal and _____ _____ (hereinafter called "Surety") as surety, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business within the state of Colorado and to act as surety on bonds for principals, are held and firmly bound unto Town of Elizabeth (hereinafter called "Owner") as obligee, in the sum of _____ Dollars ($ _____) in lawful money of the United States, for the payment of which sum, well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of PROJECT, hereinafter referred to as "Agreement".

NOW, THEREFORE, the condition of this obligation is such that if (1) Owner shall accept the Bid Form (Proposal) of the Principal and Principal shall faithfully enter into Agreement with the Owner in accordance with the terms of such Bid and give such Bonds as are specified in the Bidding or Contract Documents, or (2) in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which Owner may in good faith contract with another party to perform the work covered by said Bid, then (3) this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this Bid Bond is not less than 10% of the Principal's Bid.

The sum of this Bid Bond is _____, and subject to the conditions stated above, shall be forfeited to Owner in its entirety upon failure of Principal to perform as contemplated in clause (1) or (2) herein.

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 Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL:

By: _____

_____
Witness

Address: _____

_____

SURETY:

By: _____

_____
Witness

Address: _____

_____

Surety's No. _____

END OF SECTION

TO: Honorable Mayor and Board of Trustees
FROM: Michelle M. Oeser, Town Clerk
DATE: December 4, 2025
SUBJECT: Eastern Central Council of Local Governments'

SUMMARY

The attached Direct Services Contract with the East Central Council of Local Governments is an annual agreement brought before the Board. Included in the contract costs is the *Project SMILE* allocation, which covers the expenses associated with providing meals at the regularly scheduled luncheons held at the Legion Hall

The Town's portion would be $2,025.15 for 2026. The amount will most likely be back up next year to $3,265.68. Last year we had a carryover of $1,286.81, which reduced the Town's cost.

STAFF RECOMMENDATION

Staff recommend approval of Resolution 25-47. This agreement is presented annually and has already been included in the 2026 budget.

ATTACHMENTS(S)

Letter from Sean Vanous
Resolution 25-47

EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS

COLORADO'S CENTRAL PLAINS

Box 28 • Stratton, Colorado 80836 • 719-348-5562 • FAX (719-348-5887) • www.eccog.com

December 3, 2025

Town of Elizabeth
151 S. Banner St.
Elizabeth, CO 80107

Hello:

Attached is the 2026 ECCOG Direct Service Contract for the Title III/FTA funds.

The 2026 budget detail is provided under section 5 in the contract. Please note that the Total Sponsor Portion due with this contract is reduced due to carryover funds.

Please consider when you are preparing your 2027 budget that you may be responsible for the total Sponsor Portion next year as carryover funds are not a guarantee in 2026.

Please print and sign two copies of the attached contract and mail them back to us. We will then sign them and return one to you.

If you are not the contact within your organization who should be receiving the contracts, please forward me the correct contact information so I may update my records and forward a copy to the correct contact.

If you have any questions, please don't hesitate to contact me. Thanks.

Sincerely,

Sean Vanous

Sean Vanous, Senior & Transit Services Director
East Central Council of Local Governments

RESOLUTION 25R47

A RESOLUTION APPROVING THE DIRECT SERVICE AGREEMENT BETWEEN THE TOWN AND THE EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS REGARDING PUBLIC TRANSIT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO AS FOLLOWS:

Section 1. The Direct Service Agreement between the Town and the East Central Council of Local Governments regarding public transit services, attached hereto as **Exhibit A**, is hereby approved and the Mayor is authorized to execute same on behalf of the Town.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

_____
Angela Ternus, Mayor

ATTEST

_____
Michelle M. Oeser, Town Clerk

Direct Service Contract

East Central Council of Local Governments' *Area Agency on Aging* & ***Outback Express***
OAA Title III-B/C1-C2 Services/FTA Section 5311
Number: FY-2026 Senior Services #10

THIS AGREEMENT is made the 1st day of January 2026 by and between the Town of Elizabeth (hereinafter referred to as the "Sponsor"), and the East Central Council of Local Governments, 128 Colorado Avenue, Stratton, CO 80836 (hereinafter referred to as the "COG").

WHEREAS the COG is the designated Area Agency on Aging and as such is the recipient of a contract under Title III of the Older Americans Act of 1978; is the designated provider of general public transit services through a contract with the Colorado Department of Transportation, Transit Unit under the Federal Transportation Act; and

WHEREAS the COG is charged with the responsibility of assuring the provision of national priority and supportive services to the older residents of Region V; and public transit services to the general public, regardless of age; and

WHEREAS the priority services for older residents of Elbert, Lincoln, Cheyenne, and Kit Carson Counties have been determined to include transportation, outreach, information & referral, and client representation through multipurpose senior services coordinators; and

WHEREAS the Sponsor has requested that the COG provide OAA support services directly in the community; and public transit services not available in the community for the period January 1, 2026, through December 31, 2026.

NOW, THEREFORE, in consideration of the provision of these services, the following terms and conditions are agreed upon:

1. The Senior Services Coordinator and/or Outback Express Bus Driver shall be an employee of the COG.

2. All necessary reports, fiscal and programmatic, shall be the responsibility of the COG.

3. Supervision of the Senior Services Coordinator and/or Outback Express Bus Driver shall be the responsibility of the COG.

4. The COG will assume the responsibility of providing services to the older residents and general public of the community.

5. Budget Detail:

Town of Elizabeth	Salary/Fringe	FTA Cost	T-3 Cost
Total Budget Expenses	$18,648.15	$995.78	$17,652.37
Est Program Income (based off prior year)	$3,582.00	$0.00	-$3,582.00
Net Expenses	$15,066.15	$995.78	$14,070.37
Sponsor Portion	***$3,311.96***	$497.89	$2,814.07
2025 Carry-over	-$1,286.81	-$193.45	-$1,093.37
Total Sponsor Portion Due with this Contract	$2,025.15	$304.44	$1,720.70

6. The ECCOG employees will be employed for an average of 30.3 hours per week, for 48 weeks during the above-mentioned project year in the Elizabeth area.

   The following listed breakdown of hours and services are suggested guides for effective service provision for Elizabeth.

ELIZABETH DIRECT SERVICES	ESTIMATED HOUR/WEEK
FTA Transportation	2.7
Title III Transportation	1.0
Info & Assistance	2.0
Outreach	2.0
Prog Management	2.0
Bookwork	2.0
Project SMILE	18.6

7. This contract is subject to and contingent upon the availability of federal funds for the purposes of the award.

8. Changes in this contract can be made with the consent of both parties.

9. This contract shall terminate on December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day first written above.

_____	_____
Mayor Town of Elizabeth	Clerk Town of Elizabeth
_____	_____
Candace Payne, Executive Director East Central Council of Local Governments	Sean Vanous, Senior & Transit Services Director East Central Council of Local Governments

Town of Elizabeth Police Department Monitoring Report

December 8, 2025

Departmental Updates:

- CodeRED, a community alert system used across multiple jurisdictions, experienced a data breach. Crisis24, the system's owner, did not provide timely notification of the breach, resulting in prolonged service downtime. Many jurisdictions have terminated their contracts with CodeRed. Elbert County Communications Authority (ECCA) recently entered into a contractual agreement with Motorola for the RAVE system. The RAVE system is similar to CodeRed and shares a comparable functionality. Finalization of the contract and implementation are pending. The board will be updated to the progress of implementation.
    - With a change in the notification system, the evacuation plan will require an amendment.
    - As the evacuation plan is a living document, changes may need to be made. The board will be informed of the changes, and any amendments will be presented to the Board of Trustees, unless otherwise directed.
- "Bites and Blue" Sgt. Allen's community outreach and Elizabeth PD open house is scheduled for December 14, 2025, from 12:00 PM until 2:00 PM.
    - The topic of "Bites and Blue" is preventing holiday fraud and theft.
- Members of the Elizabeth Police Department and the Elbert County Sheriff's Office have been awarded the Distinguished Citizen Award by the Daughters of the American Revolution (DAR). On December 4th, 2025, members of the Elizabeth Police Department attended the awards ceremony.
- The Patrick Leahy Ballistic Vest Partnership (BVP) grant program has unexpectedly opened its application period for 2026. During prior discussions with the Department of Justice, there was uncertainty regarding whether the program would be available for this cycle. Traditionally, the grant opens in March or April, but this year it became available in late 2025, with awards scheduled for 2026. Funding availability for 2027 remains uncertain; therefore, the decision has been made to apply during this cycle.
    - The grant assists smaller agencies in purchasing ballistic protection for officers.
    - It covers 50% of the cost for ballistic vests, bullet-resistant plates, and exterior carriers.

- Eleven ballistic vests are being requested. Nine ballistic vests will expire in 2027. While we do not anticipate or desire attrition, we must plan for potential staffing changes or unforeseen equipment needs.
- The department will have two years, from the date of the award to request funds for ballistic vest purchases.

- The **Police Department** will host its **2024/2025 Awards Ceremony** on **December 10, 2025**. The **Board of Trustees is cordially invited to attend.**
  - The evening will begin with a **potluck-style dinner**, followed by the awards presentation.
  - If you plan to attend, please email **Mandy Donatelli** at **mdonatelli@townofelizabeth.org** with the number of attendees.
  - Mandy can also provide any additional details regarding the ceremony.

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
11/26/26	1624	11/26/25	1411	Elizabeth PD	25-7280

Location of Occurrence

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
X	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Wednesday, November 26, 2025, at 2:11 P.M., Officers Campbell and Lamas were dispatched to an unattended death at

Upon arrival, Officers Campbell and Lamas met with the person who found the deceased, The person was identified as said she was helping while his common-law wife, was in the hospital. Knocking on the door, she did not receive a response from and entered the home. Opening the front door to the residence, she observed on the couch. did not respond to entering the home. said she fed the cat and checked on Cold to the touch, suspected was deceased and called 911.

Upon arrival of Officers Lamas and Campbell, they entered the residence. was observed in a supine position on the couch. Covered by a sleeping bag head and right hand were exposed. displayed obvious signs of death.

Elizabeth fire arrived on-scene. One paramedic entered the scene and confirmed the obvious signs of death and made the pronouncement.

has an extensive medical history, which includes alcohol abuse and cancer.

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The Elbert County Coroner's Office arrived on scene. The Elbert County Coroner determined an autopsy would not be completed, and the death did not appear to be suspicious.

Deputy/Supervisor Name & Number	Page 1 of 2
Jeffery R. Engel 0621	

Command notifications were made, and remains an open investigation.

Nothing further to report.

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
11/19/25	1632	11/19/25	1020	Elizabeth PD	25-7157

Location of Occurrence

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Wednesday November 19, 2025, at approximately 1020 an EPD School Resource Officer was dispatched to for a reported Physical Domestic involving Juveniles.

*** Juvenile Names and identifying information are not included in this report ***

An Officer arrived on scene and conducted a preliminary investigation. The investigation reported that a juvenile female victim was assaulted in her vehicle by her juvenile boyfriend The incident did not occur on this day, however, it was reported on this day.

There were injuries documented via pictures and harassing messages involved in this investigation as well.

Multiple juveniles were interviewed, and the investigation was completed.

Charges are being filed with the DA's office for review.

Nothing further to report.

Deputy/Supervisor Name & Number	Page 1 of 1
Alex Allen 1903	

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
11/28/2025	0248	11/27/2025	0004	Elizabeth Police Department	25-7317

Location of Occurrence

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
X	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Friday, 11/28/2025, at approximately 0004 hours, EPD Officers responded to within the Town of Elizabeth, County of Elbert, and State of Colorado, on report of a medical assist.

While En Route, dispatch advised a female, later identified as was unconscious and not breathing. The reporting party (RP), was "unresponsive and cold".

Officers arrived on scene and located who did not have a pulse, however, was still warm. Officers initiated and continued CPR until Elizabeth Fire Rescue (EFR) arrived on scene.

Advanced life saving measures were attempted to no avail. was pronounced deceased at approximately 0038 hours.

had significant health history and was recently hospitalized. There was no sign of foul play.

This investigation remains open at this time.

Nothing further to report.

Deputy/Supervisor Name & Number	
Sergeant Sean R. Bigler #1504	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	*Report Time*	*Date Occurred*	*Time Occurred*	*Primary Jurisdiction*	*Case Number*
11/26/25	1843	11/26/25	1648	Elizabeth PD	25-7281

Location of Occurrence

	Major Criminal Event		Transportation Incident	X	Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon		Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Wednesday November 26, 2025, at 1648, the Elizabeth Police Department responded to the area of Highway 86 and County Road 17 for a FLOCK.

Officers located the vehicle described as a silver 2013 Ford F-250 bearing . The vehicle was stopped, and a high-risk stop was conducted on the vehicle.

The driver was identified by his Colorado Drivers license. was detained and interviewed. The investigation revealed that the registered owner of the vehicle in Arizona reported the vehicle stolen as a joke on his friend who had the vehicle.

The vehicle was confirmed to be stolen by Mesa Arizona PD where the registered owner completed and signed a stolen vehicle affidavit confirming the vehicle was stolen.

A K9 search was completed of the vehicle and there was no indication of narcotics in the vehicle.

The vehicle and trailer were impounded by Brothers towing and the driver of the vehicle was released pending charges.

This case requires further investigation to determine if local charges will be filed to the District Attorney's Office.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	*Report Time*	*Date Occurred*	*Time Occurred*	*Primary Jurisdiction*	*Case Number*
11/25/25	**1620**	**11/19/25**	**1335**	**Elizabeth PD**	**25-7161**

Location of Occurrence

	Major Criminal Event		Transportation Incident		Notable Incident/Arrest
	Inmate Injury		Police Vehicle Accident		General Information Item
	Death Investigation		Discharge of Police Weapon	X	Other

	After Action Report Completed (required for all incidents involving natural or man-made disasters, pandemics, civil disturbances, mass arrests, credible bomb threats, hostage or barricaded person situations, acts of terrorism, and other unusual incidents)

On Wednesday November 19, 2025, at approximately 1335 Elizabeth Fire Rescue (EFR) and EPD Officers were dispatched to for a vehicle fire.

Officers arrived on scene and observed a white van completely engulfed by flames. Neighboring residents were evacuated by Officers, and the vehicle fire was put out by EFR.

EPD and EFR's cursory investigation has identified that the fire from the passenger seat of the van. The owner of the vehicle stated he lives out of the van in the Denver area and was visiting his son at his home and was being paid to clean the food truck. He stated he used a defective lighter and thought it went out and threw it on the seat. A few moments later he saw the van was fully engulfed in fire.

EPD determined that there was no fault for the fire and no charges were filed.

There were no injuries and the fire did not spread to any homes.

Nothing further to report.

Deputy/Supervisor Name & Number	
Alex Allen 1903	Page 1 of 1

December 9th, 2025

Management Team Updates

Community Development – Alexandra Cramer, AICP, Planner/Project Manager

- Staff has been active with managing and reviewing land use applications. We are anticipating several applications going to public hearing in the first quarter of 2026.
- Staff is working on identifying areas in the code that are recommended to be updated/revised.
    - We had a work session with the Planning Commission on 12/2/2025 to review some of these recommendations. We discussed eliminating the minimum off-street parking requirements for the DT, Downtown District as well as eliminating the minimum lot width requirement for residential-zoned districts. Both were unanimously supported by the Planning Commission.
- The Planning Commission has four terms expiring at the end of the year. Staff has received confirmation that two of the members will not be seeking reappointment, and the other two will be seeking reappointments.
    - Staff is actively promoting the empty PC seats on social media. We have received some interest from residents and will be meeting with them over the next two weeks.
- Main Street Board of Directors
    - The MSBOD had a successful first "Main Street Feed Lot" on small business Saturday. Staff will continue to work with the MSBOD and local food truck vendors for dates in 2026.
    - Staff and the MSBOD are working on 2026 workplans.
    - Some members on the MSBOD will be assisting the Elizabeth Chamber of Commerce at their BooBash on October 25th. This cooperation came out of several meetings the MSBOD had with Chamber on how to better collaborate and assist with each organization's events and efforts. The MSBOD is also sponsoring a musician to play on Main Street during the event from 11am-1pm to encourage attendees to stay and patronize the businesses.

- **5K and Family Color Run** – The 5K and Family Color Run was a success this year. We had approximately 240 participants. We were sponsored by the following organizations/businesses: Waste Management, Independence/Craft Companies, Potestio Brothers, Bobo Bars, EBC, EPR District. We partnered with the Elizabeth Chamber of Commerce to help coordinate sponsorships to pay for the t-shirts this year. We received donations from the following businesses: RNK Running & Walking, Sprouts, Mountain Man, Randy's Antiques, IC Threads, The Nest, EBC, The Prickly Pear and Coffee House on Mainstreet, Carriage Shoppes. We had volunteers from the following organizations: EHS Poms Team**,** Running Creek PTCO, Boy Scout Troop 636**,** Elbert Schools Booster Club, Elbert County Fair Royalty, Kiowa Schools, and Redstone Bank.

5K & Family Color Run Budget 2025

Expense Categories		
Item	**Budget**	**Actual 2025**
Shirts	$3,500.00	$0.00
Bags		$0.00
Medals	$4,500.00	$4,500.00
Signage		$0.00
Advertisement	$250.00	$0.00
Breakfast	$1,500.00	$1,002.00
Drinks	$100.00	$88.75
Color Run	$300.00	$236.54
DJ	$500.00	$600.00
Photographer	$200.00	$200.00
Face Painter	$300.00	$345.00
Event Coordinator	$3,500.00	$3,500.00
EMT Services	$300.00	$330.00
Colorado Race Timing	$1,500.00	$1,166.00
Photo Booth	$0.00	$0.00
Miscellaneous	$250.00	$0.00

Budget Summary	
Category	**Amount**
Total Budget	$8,000.00
Total *Projected* Expenses	$16,700.00
Revenue	$5,552.94
Total Spent to Date	$6,415.35

- **DOLA Colorado Main Street Manager Summit** – Staff attended the Colorado Main Street Manager Summit in Lyons, where Main Street communities across the state presented their recent work. Notable accomplishments included:
  - Windsor received the Colorful Colorado Choice Award for their Downtown Master Plan and launched a new 501(c)(3) Main Street Partnership to expand event programming
  - Silverton secured full funding for their Blair Street Revitalization Project after nearly 10 years of work, including $260,990 from CDOT's Multimodal Options Fund and $1,043,958 from a DOT TAP grant
  - Town of Lyons completed town-wide wayfinding signage fabrication and installation
  - Pagosa Springs supported downtown businesses through a two-year US 160 reconstruction by creating "Coney Z" (their construction mascot), installing additional wayfinding, and raising $12,500 for their Business Assistance Grant Fund

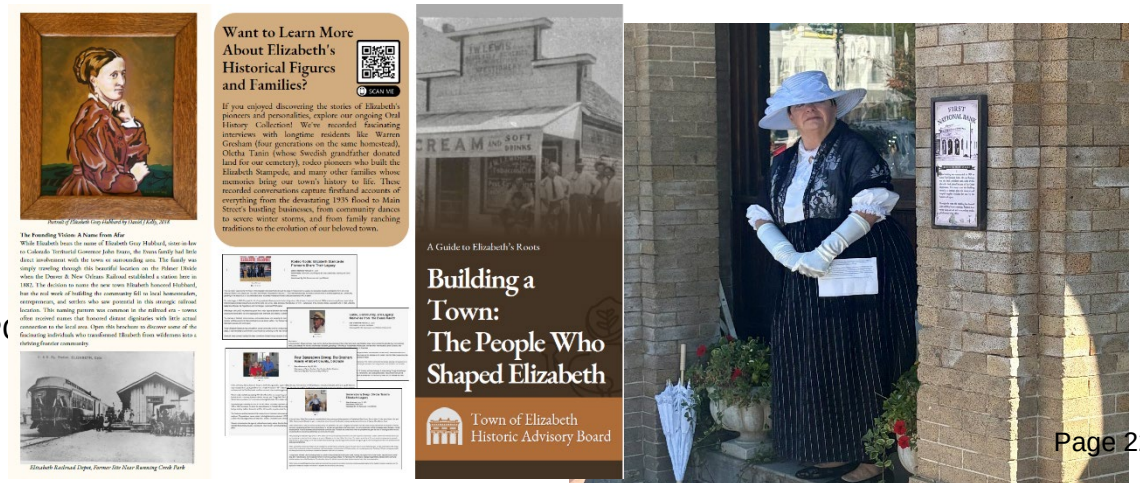
- Rifle launched "Third Thursday on Third Street," growing attendance from 250 in June to approximately 650 by September
- Wellington completed two new downtown murals and launched their Walk of Fame project, providing custom yard signs to graduating seniors with scholarships funded through the program
- Victor adopted a new Land Use Code to facilitate downtown development and launched a Revitalization Program providing $7,500 property improvement grants to 10 businesses

The MSBOD will review all accomplishments presented at the summit to identify programs and initiatives that could be adapted for Elizabeth.

- Main Street Car Show -- The Main Street Car Show took place on September 5th, 2025. There were over 80 cars that participated. We had 3 food trucks and a local musician. We received good feedback from both participants and attendees—some that were visiting Elizabeth Main Street for the first time. The MSBOD would like to explore another car show in the spring.
- Colorado Main Street Community of the Year Award – The MSBOD was named the Colorado Main Street Community of the Year in 2024. As part of this recognition, the Town was awarded professional services from DOLA Main Street with Ayres Associates to conduct a development analysis for the Gesin Lot. The analysis was completed in June with the report scheduled for presentation to the BOT in July.
- Oddfellows Building Mural -- Through DOLA mini grant funds, Staff and MSBOD members collaborated to install a mural on the Oddfellows building in May. The public art installation has received positive community reactions.
- Chamber of Commerce Partnership Development -- The MSBOD is working to build stronger partnerships with the Chamber of Commerce. Staff and MSBOD members have met with the Chamber several times over the past six months to identify collaboration opportunities and improve resources for the business community. Staff also coordinated a meeting with DOLA Main Street and the Chamber to further these discussions. All meetings have been successful, with the Chamber moving forward to assist with 5K sponsorships for the first time.
- Locable Website Development -- The MSBOD's Locable website continues to grow with approximately 40 local businesses and organizations registered in the directory. The website has been opened to all businesses within Town limits and features numerous events in the calendar. Staff and the MSBOD will continue promoting the website as the Elizabeth area's primary event calendar resource.

- Elbert County Artist Guild Partnership -- The MSBOD has been discussing enhanced partnerships with the Elbert County Artist Guild. Recent meetings between both groups have identified integration opportunities for ECAG participation in Main Street events. As an outcome, ECAG will have a presence at the Main Street Car Show, 5K, and Historic Walk and Talk. The MSBOD is also exploring ways to incorporate local art on Main Street and will continue developing these conversations over the next few months.
- ElizaBash Weekend Promotion -- During ElizaBash weekend, the MSBOD provided Main Street stickers, temporary tattoos, and bags to participating Main Street businesses for patron distribution. The businesses expressed appreciation for these promotional offerings.
- Networking Event -- The MSBOD held a networking event at Elizabeth Brewing Company in May with approximately 50 attendees from various boards, organizations, businesses, and the general public. The event was catered by the Elizabeth High School Culinary Class and was successful.
- Stampede Participation -- The MSBOD attempted to attend the Stampede, but their participation was cut short due to storms and tent malfunctions.

- Historic Advisory Board
  - Staff and HAB are working on 2026 workplans.
  - The HAB is exploring grants to help fund new storyboards on Main Street.
  - **11th Historic Walk and Talk** -- The HAB held their 11th Historic Walk and Talk on September 27th at 9:30am with approximately 100 attendees. The event received positive feedback from both new and returning participants. Highlights included a tour of the Oddfellows building and a first-person historic character enactment performed by a Historic Advisory Board member, who dressed in historically accurate attire and portrayed Elsie Banes through monologue. Staff created brochures focusing on the town's historic figures for distribution at the event. American Legion provided lunch, and Elizabeth Brewing Company featured their "Elizabrew" commemorating the town's 135-year anniversary.



- P(



- Oral History Program -- The HAB continues to expand their oral history collection available at historicelizabethco.org. Bob Rasmussen and Lynn Mitchell, with the assistance of Dianna Hiatt, have been conducting interviews and compiling oral histories. The website currently features 10 completed oral histories with a backlog of additional interviews to be posted. These have proven to be an effective community engagement tool, with social media generating 250+ engagements on Facebook.
- Historic Building Coloring Contest -- The HAB completed their first historic building coloring contest and received 14 entries. Community voting determined winners from each grade level (K-3rd). The four winners received award bags presented at the First Friday Night Market, and all participants were offered complimentary DQ ice cream cones. The Town thanks the Library District and Elbert County Artist Guild for their partnership on this project. All contest entries can be viewed on the HAB's website.
- Historic Property Research -- Historic property research efforts are ongoing with several properties completed. As research is finalized, properties are added to the virtual walking tour map on the HAB's website. Property owners receive completed packets of research findings. Staff has received positive feedback from property owners expressing gratitude for the opportunity to meet with HAB members and learn previously unknown history about their properties.
- Partnership Development -- The HAB is exploring new partnerships with the Library District as well as the Elbert County Historical Society and Museum.
- The HAB recently took a tour of the Elbert County Museum and got to meet some of their board members.

- Consulting Services in the Community Development Department
    - At the workshop on October 20th, a comment was made that suggested eliminating SAFEbuilt consulting services as a budget cut, with the implication that Community Development staff should be doing this work instead. This assumes the work is not already being done in-house, which is incorrect. Community Development manages project coordination, stakeholder communication, code compliance, public engagement, Board presentations, and long-range planning. Consulting services provide technical input on specific matters, not ongoing project management or regular planning review.

      Since the Planner/Project Manager position was filled in 2023, Community Development staff has managed and reviewed *all projects*. Multiple projects have been presented to and approved by the Board without any third-party consultation. This includes projects managed after the department was reduced by a third in December 2024. The 350 S Elbert Street Subdivision represents a *specific exception* where the former director established a third-party arrangement in 2022 for project management due to applicant difficulties, and this was kept in place for continuity with both staff and the applicant through the director's departure. With Walnut Grove, SAFEbuilt was used as a planning resource and second opinion through coordination with the applicant, engineering consultants, and staff on how planning and engineering considerations intersected. Plan review against code is *only one small part* of what planning and project management entails.

      The reality is that the town's zoning code and PUDs are outdated and create situations that are rarely black and white. Relying on a single planner to interpret these ordinances without peer review at times is not responsible planning. SAFEbuilt has worked with the Town for over eight years and knows how things generally work here. Getting a second set of eyes on *certain* situations is standard practice and ultimately protects the Town.

- Greater Elizabeth PROST Master Plan—The master plan was approved by the Town's BOT, EPR District, and Elizabeth School District.
- 2025 Neighborhood Block Parties -- Neighborhood block parties are underway with three scheduled for 2025. Events are planned for June, July, and August.
- Board Onboarding Packets -- Staff is working on developing onboarding packets for all three boards: Planning Commission, Historic Advisory Board, and Main Street Board of Directors.
- Permit Document Updates -- Staff is updating permit documents and creating a one-stop shop informational packet to streamline the permitting process.

- Strong Towns Workshop Series -- The Planning Commission participated in Strong Towns workshops on 08/20/2024 and 09/03/2024. More information can be found on the Town's website under Community Development and Planning Commission.
    - Additional PC training will be researched to help prepare them for a potential comprehensive plan update.

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

November 24, 2025

Below are Public Works Updates for projects or issues for the week:

1. Public Works received an Emergency Locate on 11-18-25 @ 08:47 a.m. for Water and Sewer lines from United Notification Center of Colorado (UNCC) for a sewer service blockage at 449 S Main St. at Julie Uhernik's residence for SR Excavating 720-751-5118. Public Works responded at 09:00 on 11-18-25 to mark the water and Sewer main lines within the street. The contractor had pin-pointed the service line obstruction and began hand digging with their 3-man crew. The service line was located at 54 inches in depth within the gravel driveway of 449 S Main St. behind sidewalk and outside of the Town's Right of Way within private property (pictures attached). The problem was located just behind the sidewalk where two communications/phone company fiber optic lines were bored underground and broke the sewer service line. Public Works inspected repairs made by SR Excavating and approved the repairs to be backfilled and covered.
   A. Public Works received an email on 11-19-25 at 11:00 a.m. from Town Hall with a voicemail from Julie Uhernik explaining the situation of sewer blockage and claimed the City Inspector stated the repairs should fall onto the Town for the associated costs (the Town Inspector did not accept cost responsibilities). I spoke with Vince (town inspector) on the phone 11-
   B. I spoke with Ms. Uhernik on the phone on 11-19-25 at 3:37 p.m. for 8 minutes, where she explained her understanding of the situation of the broken service line broken by electric lines installed by the Town during streetscape activities. I explained that they were not electric lines and that the service line had been broken behind sidewalk and outside of the Town Right of Way (ROW) and within private property. Ms. Uhernik asked for information from our Inspector and pictures. I asked for the same from her contractor (I received an invoice for $8,442.00 and NO pictures). I explained to Ms. Uhernik that I would have to get back with her once I put the information together.
   C. Attached is a packet with emails and photos for the file. Vince will return from vacation 2-6-25 if further verbal or phone information is needed.

2. Public Works received an inquiry via email 11-14-25 from Jason Kuykendall 1356 Pine Ridge St. for information for the Town's Tank and Well rehabilitation project suggesting that the Town's activities at our site caused damage to his Well Pump on his property.
   I have contacted Corey Hoffman, David Kueter (Town Water Attorney), HRS Water Engineers (Town Water Engineers), and Scott Martin (Applied Ingenuity, LLC Pumping System Experts) and share the email request with them.

A. I called Mr. Kuykendall and explained that I was working on the information and with the Holiday and staff on vacation I would get back with him the first week of December, which he sounded happy about.
B. Public Works is working to gather the requested information and discuss with the town team the logistics of his claim.
C. Please note his well was originally drilled and tested on April 25, 1979 when the new pump was installed and then a new pump was installed in the original existing well casing on October 10, 1995 at 300 foot depth. (25+ years of service)
D. The pump was just replaced sometime in October or November of 2025. (30 years of service).
E. Pumps in the Upper Dawson aquifer in the Elbert, Elizabeth, and Franktown area typically have a life span under normal 1 acre foot of usage for Domestic and Livestock is 10-12 years.
F. I personally have replaced my well pump in the Upper Dawson twice since 1983 to present at 120 foot deep with two households and livestock.
G. Public Works will forward all information once it is cleared or okay with Corey our town attorney before releasing it to Mr. Kuykendall.

3. Public Works has had an email request for information at 1110 Black Saddle St from the original owner Mr. and Mrs. Prouty where the sewer backed up into a residence that was purchased by a new family Mr. and Mrs. Quillen. The problem was found in the the service line within the property and repaired at a large expense due to the 22 foot depth of our Sewer Main and the property location. The problem was repaired within 3 days and the new family returned home. When speaking with Patrick, we decided to pay the cost of the repairs until the families, insurance, and courts decided who would pay the bill/invoices in the long run. The invoices are attached to the billing address for future payment.

If you have any questions or need anything further regarding these projects, please contact Mike Devol, Public Works Director of Town of Elizabeth Colorado, 303-913-6453, or mdevol@townofelizabeth.org

Thank you,

Mike Devol
Public Works Director
Town of Elizabeth, Colorado

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

To:	Honorable Mayor, Mayor Pro-Tem, and Town Board of Trustees
From:	Mike DeVol, Public Works Director
Date:	December 9, 2025
Subject:	Public Works Monitoring Report

Town Street Paving Improvements Project:

1. Ongoing projects for the year 2025.
2. Receiving Price quotes for Chip Seal County Road 13 from school water tank North.
3. Terracina/Martin and Aztec Survey in Hillside presently to build data for the upcoming re-paving RFP and Wade Park drawings. RFP will be on December 9, 2025 BOT Agenda for approval to post in January 2026.

Town Main St. Decorations:

1. Main Street Banners have been installed on the new Light Poles
2. PW is working with Sun Valley Electric for generator wiring to have Main St Lights operational for the Mayor's Tree Lighting event.

Town Wells, Tanks, and Effluent:

1. Plant Effluent (waste treated outflow) for October 2025 = 5,265,020 gallons; Avg. Daily 169,839 gallons (gpd) or .170 mgd and Plant is rated for 500,000 gpd or .5mgd.
2. Macquire Tank Company has the drawings and approval for the tank vents at 85% completion to satisfy CDPHE and remove our 1- Deficiency Violation during our CDPHE Inspection of all water facilities.
3. Drawings have been submitted by Macquire Tank to CDPHE for review, comments and approval.
4. Final Screens are on-site and will be installed once we receive approval from CDPHE.

Town Water Line (NON) Emergency Repair:

1. PW has received calls from citizens and DCSO Dispatch concerning a water leak within Legacy Circle. PW has contacted the Wild Point Operations team (Pure Cycle Water) and they are aware of the small leak and are monitoring the issue.

Town Hall Repairs/Landscaping Plan:

1. No report.

Town Walkway Repairs:

1. PW has been completing repairs to various locations throughout town where heaving has occurred.
2. PW has replaced 1 sidewalk areas that received chase drains for sidewalk issues.

3. PW has installed two Chase drains within town to alleviate drainage crossing sidewalks and causing algae and icing during the colder months.

Town Street Maintenance/Striping Projects:

1. Stripping for Crosswalk and Stop lines have been completed at CR 13 and Jr./HS. Traffic Light.
2. 2- Flashing Cross Walk signs have been installed at the Jr/HS crosswalk. These are solar pedestrian signs that will flash continuously around the clock to help bring awareness to drivers and the safety of pedestrians.

Town Snow Plowing and Street Sweeping: SNOW Season is right around the corner.

1. Snow plowing season is underway. PW has been in contact with business owners along Main St. to allow snow to be pushed into the street for PW to gather and move in areas that have little or no place to shovel or store snow on landscaped areas.
2. The Town website has been updated with the Snow Plowing Information as well as pushed out on the Town Facebook page.
3. PW is aware that this is our first snow on the new streetscape and will address concerns or issues as they arise.

Town New Wells at Ritoro/Gold Creek Valley:

1. The new well building is complete, and PW is planning an Open House in the Spring of 2026.
2. Landscaping will take place in 2026, and PW will work with the 4 adjacent property owners for their approval of the landscape sketch from Terracina to ensure that we conceal as much of the building as possible from their views.
3. PW has received bids for the staining/painting of the fence around water office yard. PW will likely wait until spring before having this work completed.

Town Trail Project:

1. The Depot Lot is Open for full use.
2. PW has placed a Large Concolor Pine within the Depot Lot for future use as a Christmas Tree.
3. 12 more large Ponderosa Pines will be placed at various locations around town.
4. 3-4 Red Maples will be placed within the Depot lot to allow shade in the summer and snow melting in the winter.
5. Town trails are completely open for use and are the last areas to be plowed of snow during a storm events.

Town Police Department:

1. Work at PD has been completed.

2. The ADA Police station access has received engineering approval and the handrails are complete.

Gold Creek Lift Station Improvements:

1. Eligibility surveys for Water and Wastewater Capital projects have been completed for 2025/2026 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow the town to be in line for any funding that may be available for future projects.

Gold Creek Wastewater Treatment Plant:

1. No Report

Town Clean-Up Day/Paint Round-Up/Arbor Day:

1. No Report

Town Public Works News: Please Note Speed Limit for Main Street is 15MPH for Pedestrian Safety

1. Public Works delivered the new plat and ROW permit for CORE Electric to complete the electrical tie-in for Main Street Scape and Depot Lot. Precon for project is scheduled for Dec. 4 for start of installation.
2. Retrofits for the drainage issue at the Hat shop area are installed and have worked flawlessly during several heavy rainstorms, with no effect on shop owners and standing water.
6. Mainstreet Streetscape continues to address punch-list items and scheduling repairs as the CORE/Comcast poles have all been removed.
7. Numerous questions and concerns continue to surface to the point of micromanaging by concerned person(s) on the Mainstreet Streetscape. Below is a partial list:
    a. Narrow Streets and Bulb-Outs were approved to aid in slowing traffic making pedestrian safety a priority concern and allow for people to visit and gather along Main St to enhance their shopping and easy accessibility. Speed on Main St is posted at 15 MPH.

Town Farmers Market:

1. PW and Community development plan on a meeting with Elizabeth Brewing Company and Don Means agency for future events to discuss placement of Solar Lamp Posts, Electrical outlets, and trees to enhance the use for all parties.

Town Parks and Right of Way:

1. The NEW storm drainage system and detention pond have performed very well during several heavy downpours of rain and small hail over the last two weeks.
2. Seeded areas of the Depot lot and detention have progressed very well with heavy grass showing in all areas. Fencing around the detention pond will commence as weather allows.

Upcoming Projects:

1. PW has completed the 2025 CDPHE Annual Reporting.
2. Annual biosolids sampling will take place in October 2025 for CDPHE (state) compliance.

3. Regulation 85 Nutrient (federal) monitoring will be conducted in October of 2025 for acceptance by CDPHE.
4. PW has completed a round of PFAFs (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording.
6. Water lead and copper sampling.
7. Water constituents for heavy metals sampling.
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant.
9. Tree City USA Application accepted and approved by Tree City USA.
10. Trail DOLA findings and inspections. Addition of willow cuttings planted.
11. PW is conducting the Highway User Tax Fund (HUTF) reporting and data processing for 2025.
12. PW has completed lead and copper testing per CDPHE guidelines for 2025.
13. Flushing of entire town's water supply system is completed every 6 months.
14. Cleaning of the Storm Drainage systems.

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org

TOWN OF ELIZABETH

MICHAEL DEVOL/PUBLIC WORKS DIRECTOR

Snow Removal Plan Standards

How Public Works Responds to snow events:

Goals of the snow response plan include improving the safety and mobility of our transportation system by plowing town streets as efficiently as possible, keeping priority streets passable, and minimizing traffic disruption. The Town of Elizabeth collector streets are highest priority, as they carry most of the Town's traffic to include emergency response vehicles, bus routes, school areas and residential transportation. During Elbert County (EC) or Colorado Department of Transportation (CDOT) announced road closures, Elizabeth Public Works will follow their guidelines and provide passable travel only within Town limits.

Plowing and Treatment of Elizabeth Priority or Collector Streets:

The Town of Elizabeth Public Works provides snow response to all streets within town limits at varying times of the storm utilizing a fleet of 1 large plow with a salt sander, 1 large residential plow with salt sander, 6 residential plows, Cat 950-wheel loader, John Deere skid steer with loader bucket and ice breaker, Cat 416 loader/backhoe, and Cat maintainer blade. Large plows are used on main roadway corridors, such as main collector streets County Road 13 North and South to the town limits, Elizabeth St., Black Saddle Parkway, County Road 136, Elbert St., Main St., Elm St., High Point Trail, Banner St., Logan St., Evans Blvd, Crossroads Circle, and County Rd 17 North and South to the town limits where a large plow can work safely with street widths and parked vehicles. On occasion during severe storms, blizzards, and state and county road closures the town Public Works will plow and sand Highway 86/Kiowa Avenue to ensure passable conditions for emergency response personnel and provide a safe travel corridor into Elizabeth Town Hall (or Designated Emergency Shelter), grocery stores, convenient stores, and fuel stations for stranded motorists to have a safe place to park. Plowing will begin at 2 to 4 inches of accumulated snow depth depending on the severity and forecast for main travel corridors, streets and roads.

Secondary Streets Treatment: Town Ordinance requires snow from driveways and sidewalks NOT be placed into Streets or Town Properties. Parking on streets hinders our ability to efficiently remove snow, please park in garages or driveways when possible: Please place snow from sidewalks and driveways onto lawns or landscaped areas to help melt and water those areas that need it. Secondary streets include residential and subdivision areas and will be plowed at 4 to 6 inches or more depending on the severity and forecast of the snow event. The secondary streets will likely have one or two passes down the center of the street during and shortly after the snow event. The cleanup of streets from curb to curb will take place one to two days after the snow event or as the continuing weather allows. Town Trails will be plowed after the secondary streets are plowed. Please contact: Mike Devol Public Works Director at 303-913-6453 or mdevol@townofelizabeth.org with any questions or concerns.

COLORADO
Department of Public Health & Environment

December 1, 2025

Dear Gold Creek Wastewater Treatment Facility,

Thank you for your participation as an emergency site in the Colorado Wastewater Surveillance Program. Your involvement in the program is instrumental in creating a responsive statewide wastewater surveillance system. Governor Jared Polis has declared December 1-5, 2025, Wastewater Utility Appreciation Week. This declaration stands as a testament to the invaluable partnership with your team in our wastewater surveillance network.

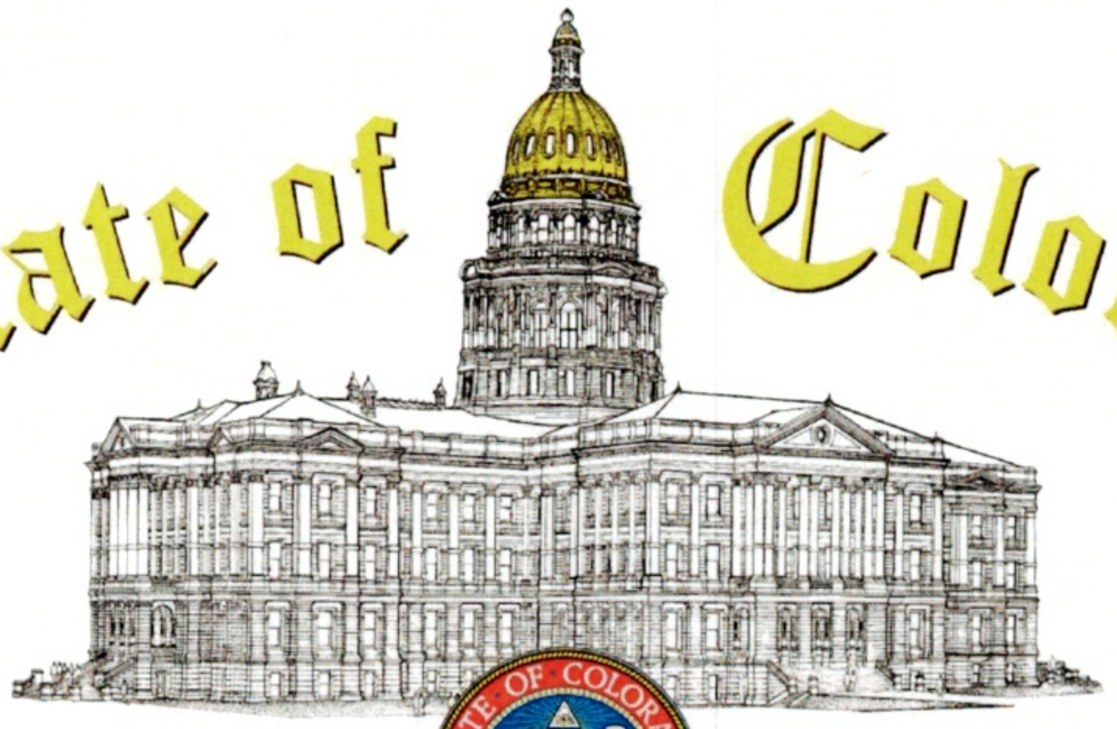
The data generated from wastewater samples adds value to our existing surveillance systems. It enhances our understanding of the disease burden within the communities you serve, allowing for the identification of emerging pathogens and new strains of viruses. When integrated with other public health data, wastewater surveillance data can provide a comprehensive picture of disease trends to allocate resources and allow citizens to assess their risk of disease. Should the need arise for your activation as an emergency surveillance site, your data will contribute invaluable information during public health emergency responses.

On behalf of all Coloradans, thank you for your dedication to safeguarding public health. We recognize that the Colorado Wastewater Surveillance System would not be possible without your contribution.

Sincerely,

Rachel Herlihy, MD, MPH
Colorado State Epidemiologist

State of Colorado



Proclamation

WHEREAS, the State of Colorado is committed to ensuring the health and safety of all those living in and visiting our state; and

WHEREAS, wastewater testing provides vital public health data; and

WHEREAS, partnering wastewater utilities voluntarily provide wastewater samples for testing multiple times per week; and

WHEREAS, wastewater samples provided by these facilities enable rapid and efficient identification of increasing disease trends; and

WHEREAS, wastewater disease monitoring would not be possible without continued support from Colorado wastewater utilities;

THEREFORE, I, Jared Polis, Governor of the State of Colorado, do hereby proclaim the period of time between December 1 and December 5, 2025, as

WASTEWATER UTILITY APPRECIATION WEEK

in the State of Colorado.

GIVEN under my hand and the Executive Seal of the State of Colorado, this first day of December, 2025

Jared Polis
Governor

Certificate of Appreciation

The State of Colorado formally recognizes

Gold Creek Wastewater Treatment Facility

for its contribution to Colorado's Emergency Wastewater Surveillance System to aid in Colorado's infectious disease monitoring. Gold Creek Wastewater Treatment Facility's participation enhances our understanding of the disease burden within the communities you serve. As an emergency surveillance site, your utility continues to contribute invaluable information during public health emergency responses.

COLORADO
Department of Public Health & Environment

Rachel Herlihy, MD, MPH
Colorado State Epidemiologist

STATE · OF · COLORADO
NIL SINE NUMINE
1876

TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

December 9, 2025

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

Allison

- I have been working on last minute items for the Tree Lighting - putting together kits for my mom's craft booth; making the maps; making the banner for the Elf Tent; helping my husband make the star for the tree, etc.
- Started decorating the Board room for Christmas. Michelle and I ordered up some decorations to make things extra festive this year.

Harmony

- I helped cover the front desk while employees were out and then took a week off myself for the holiday. I hope everyone had a wonderful Thanksgiving.

Michelle

- November Court docket day had 38 arraignments, 3 continuance, 11 reviews.
- The next few weeks will be extremely busy. In Week 1, we have a scheduled court date and three trials on the docket. We will also be setting up for the Mayor's Tree Lighting, followed by the event itself. Senior donation boxes will be picked up next week and returned to Town Hall. On the 11th, volunteers will organize all donations and assemble the bags.
  On Friday the 12th we have the Staff Christmas Party, and on Saturday it is National Wreaths Across America Day. Monday is the Senior Holiday Luncheon, and Senior Bags will begin being delivered. In addition, we will have our final Board(s) and Planning Commission meetings and interviews for an Interim Town Administrator.