Town of Elizabeth

Board of Trustees workshop parking and lot width Code discussion

Tuesday January 27, 2026, at 6:00 PM

Board of Trustees Regular Meeting UPDATE 1-23-2026

Tuesday, January 27, 2026 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:** 880 5054 2761

Meeting Passcode: 081555

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 January 13, 2026

Presentations

2. DAR Distinguished Citizen Medal/Certificate – Gayle Gardner

Action may be taken on any and all items listed on the agenda.

Accommodations for disabilities may be made upon request.

3. Alex Allen Meritorious Conduct Award – Police Chief Jeff Engel

New Business

4. Discussion and possible action on the appointment of Samantha Barnhart to the Planning Commission for a term of January 27, 2026, through December 31, 2029. – Alexandra Cramer

5. Discussion and possible action on the reappointment of Dennis Rodriguez and Jeff Lehman to the Historic Advisory Board for a four-year term from January 27, 2026, through December 31, 2029.

Public Hearing

6. Main St. Station Site Plan and Use by Special Review – Alex Cramer

New Business

7. Discussion and possible action on Resolution 26R05, a Resolution approving the Main Street Station Site Plan and Use by Special Review, Subject to Conditions – Alex Cramer

8. Discussion and possible action on request for a Performance Guarantee Deadline for 350 S. Elbert Street Subdivision – Alexandra Cramer

9. Discussion on the 2026-2029 Elizabeth Police Department Strategic Plan - Police Chief Jeff Engel

10. Discussion and possible action on Hillside Paving and Park Project Request for Proposal (RFP), Contract - Mike Devol

Management Monitoring Reports

11. Management Monitoring Reports

Board of Trustees Report

12. Board Reports

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

Tuesday, January 13, 2026, 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 Tuesday, January 13, 2026, at 7:00pm 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
Absent:

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
Deputy Town Clerk Allison Ritter
Town Attorney Corey Hoffmann

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.

There was no Public Comment.

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the Regular Meeting of December 9, 2025

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Conley, to approve the Consent Agenda.
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)

Oath of Office

2. Allison Ritter - Deputy Clerk Oath of Office – Michelle Oeser

Ms. Oeser swore Allison Ritter in as Deputy Town Clerk.

Proclamation

3. America 250 - Colorado 150 Proclamation – Mayor Ternus

Mayor Ternus read the America 250 - Colorado 150 Proclamation.

New Business

4. Discussion and possible action on Resolution 26R01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c) – Michelle Oeser

Ms. Oeser gave a Staff Report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Schroder, to approve Resolution 26R01, a Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c).
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 Planning Commission appointment of Paula Ray, for a term of January 13, 2026, through December 31, 2029, and a re-appointment of Jim Santangelo for a term of January 13, 2026, through December 31, 2029 – Alexandra Cramer

Ms. Cramer gave a Staff report.

Motion by Trustee Einspahr, seconded by Trustee Schroder, to approve the appointment of Paula Ray, for a term of January 13, 2026, through December 31, 2029.
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)

Motion by Trustee Schroder, seconded by Trustee Conely, to approve the re-appointment of Jim Santangelo for a term of January 13, 2026, through December 31, 2029.
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)

6. Discussion and possible action on Resolution 26R02, a Resolution accepting the Petition for Annexation and establishing February 24, 2026, as the date of Public Hearing on the requested Annexation of a Parcel of Unincorporated Territory located in the County of Elbert (889 South Elizabeth Street Annexation) – Alexandra Cramer

Ms. Cramer gave a Staff report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Schroder, to approve Resolution 26R02, a Resolution accepting the Petition for Annexation and establishing February 24, 2026, as the date of Public Hearing on the requested Annexation of a Parcel of Unincorporated Territory located in the County of Elbert (889 South Elizabeth Street Annexation).
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 request for a Performance Guarantee Deadline for 350 S. Elbert Street Subdivision – Alexandra Cramer

Ms. Cramer gave a Staff report.

Motion by Mayor Ternus, seconded by Trustee Einspahr, to postpone the request for an extension of a Performance Guarantee Deadline for 350 S. Elbert Street Subdivision to January 27, 2026, with the condition that the developer must be in attendance.
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 26R04, a Resolution approving the Consultant Agreement for Interim Town Administrator with Chris Lowe of Government Professional Solutions, LLC – Corey Hoffmann

Mr. Hoffman gave a report.

Motion by Mayor Pro Tem Hutchins, seconded by Trustee Gaither, to approve Resolution 26R04, a Resolution approving the Consultant Agreement for Interim Town Administrator with Chris Lowe of Government Professional Solutions, LLC.
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 7:36 pm.

Public Hearing

9. Main St. Station Site Plan – Alex Cramer

Ms. Cramer gave a Staff report.

Motion by Mayor Ternus, seconded by Trustee Conley, to continue the Main Street Site Plan Public Hearing to January 27, 2026.
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 Public Hearing and returned to the Regular Meeting at 7:37 pm.

New Business

10. Main Street Station Site Plan and Use by Special Review – Request for Continuation - Alexandra Cramer

No discussion due to the continuation of the Public Hearing.

Management Monitoring Reports

11. Management Monitoring Reports

- Police Chief Jeff Engel:
  - New parking signs have been installed on Pine Street between E. Kiowa Avenue and E. Broadway Street. These signs restrict parking on both sides of the street from E. Kiowa Avenue to approximately Elizabeth Auto.
  - Under Senate Bill 217, the state of Colorado requires officers to record and report certain demographic information on proactive and non-proactive interactions. Since the inception of this requirement, the Elizabeth Police Department has been using a 3rd party vendor to submit this information to the State of Colorado. In June 2025, it was determined that the Elizabeth Police Department would transition from Citizen Contact to the free state-endorsed system called "Sidearm." We will be transitioning to this system in the next few weeks.

- Mayor Ternus asked about the T-Mobile Wi-Fi patrol car units.
- Discussion on the DOLA Police Station grant.

- Planner/Project Manager Alexandra Cramer:
  - There is a work session scheduled for January 27, 2026, to discuss lot size and parking in the Downtown zone.
  - Discussion on Ms. Cramer's Managers Report.
- Public Works Director Mike DeVol:
  - Mayor Ternus asked what day Town Clean - Up would be this year.
  - Trustee Thye asked about Main Streetlights.
  - Trustee Thye asked about the Depot Lot improvements.
- Town Clerk Michelle Oeser:
  - Five interviews have been completed for the open Front Desk / Utility Billing Clerk position.
  - Discussion on the 250th Celebration.
  - Ms. Oeser informed the Board that the Kiowa Mayor passed away unexpectedly.
  - Discussion on having a Citizens Academy.
  - Discussion on adding Ms. Ritter to the Town bank account as a signer.
  - Mayor Pro Tem Hutchins asked how Ms. Bruce was doing.
  - Discussion on the number of Senior Baskets that were distributed.
- Town Attorney Corey Hoffmann:
  - Discussion about a new law passed by the Colorado Supreme Court regarding Municipal Court penalties.

Board of Trustees Report

12. Board Reports

- Mayor Pro Tem Hutchins:
  - Will be unavailable for the next eight days.
- Trustee Schroder:
  - Asked about the timing of the Hillside Paving Project.

Executive Session

13. 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 and pursuant to C.R.S § 24-6-402(4)(e) and to instruct regarding Main Street Station

Motion by Mayor Ternus, seconded by Trustee Gaither, to close the Regular Meeting at 8:42 pm and open an 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 and pursuant to C.R.S § 24-6-402(4)(e) and to instruct regarding Main Street Station.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Unanimously (7-0)

Motion by Mayor Ternus, seconded by Mayor Pro Tem Hutchins, to adjourn the Executive Session and return to the Regular Meeting at 9:36 pm.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Unanimously (7-0)

Adjournment

Motion by Mayor Ternus, seconded by Trustee Gaither, to adjourn the meeting at 9:36 pm.
Voting Yes: Mayor Ternus, Mayor Pro Tem Hutchins, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye
Voting No: None

Motion Unanimously (7-0)

Town Clerk Michelle Oeser

Mayor Angela Ternus

To: Board of Trustees
From: Alexandra Cramer, AICP, Planner/Project Manager
Date: January 27th, 2026
Subject: Appointment to Planning Commission

Summary
The Town has received an application for a voting member to the Planning Commission. Samantha Barnhart has applied to fill a vacancy on the Planning Commission as a voting representative. The term for this seat is through December 31, 2029.

Staff Recommendation
Staff recommends that the Board of Trustees appoint Samantha Barnhart to the Planning Commission for a four-year term starting January 27, 2026, through December 31, 2029.

Attachment(s)
Letter of Intent & Resume

SAMANTHA BARNHART

DISPUTES ANALYST

I bring a collaborative, service-oriented approach to leadership that emphasizes listening, accountability, and thoughtful decision making. In my professional experience, I regularly analyze complex information, balance competing priorities, and communicate clearly with diverse stakeholders to reach fair and practical outcomes. I value consensus-building and believe effective leadership begins with understanding community needs, respecting different perspectives, and applying policies consistently and transparently. As a Planning Commissioner, I would lead with integrity, preparation, and a strong commitment to serving the long-term interests of the community.

LEADERSHIP

I have a history of thoughtfully analyzing complex information, listening to diverse perspectives. My professional background has strengthened my attention to detail, accountability, and commitment to fairness, all of which are essential to public service. I approach community involvement with integrity, preparation, and a genuine desire to support responsible, long-term growth.

SKILLS

Analytical – able to evaluate complex information, policies, and impacts to support fair and informed decisions.
Collaborative – listens respectfully to diverse viewpoints and works toward balanced, consensus-driven outcomes.
Integrity and accountability – approaches public service with transparency, preparation, and a strong sense of responsibility to the community.

CONTACT

[redacted]

Samantha.barnhart11@gmail.com

LinkedIn profile:

[redacted]

EXPERIENCE

DISPUTES ANALYST – DAIRY FARMERS OF AMERICA 2023-CURRENT

Analyzes and investigates the root causes of customer payment disputes across all lines of business and provides recommendations for process changes and improvements. Functions as a primary contact and escalation point within the department for researching and resolving non-routine and complex dispute matters. Supports projects, customer communication, or other tasks assigned to assist the team. Works directly with customers and cross functionally to resolve open disputes timely and accurately, striving to exceed department benchmarks.

CUSTOMER SERVICE SUPERVISOR – DAIRY FARMERS OF AMERICA 2018-2023

Provided daily work direction and assistance to the Warehouse Customer Service, Customer Satisfaction, Route Settlement and Order Entry teams. Coordinates distribution of workload so transactions are completed accurately and on schedule to ensure optimization of customer service.

ORDER ENTRY AND BILLING LEAD – DAIRY FARMERS OF AMERICA 2017-2018

Provides daily work direction and assistance to the Order Entry and Billing team. Coordinated distribution of workload for team so transactions were completed accurately and on schedule to ensure a positive customer service experience.

LOGISTICS PLANNER – DAIRY FARMERS OF AMERICA 2015-2017

Managed customer orders for loading planning across the United States using Kemps/DFA software tools; considered various factors to optimize the truckloads as efficiently as possible.

WAREHOUSE CUSTOMER SERVICE REPRESENTATIVE – DAIRY FARMERS OF AMERICA 2012-2015

Provided a high level of service to internal and external customers, while coordinating shipments from the Farmington plant and managed an estimated 100+ shipments each week.

BUSINESS SERVICES REPRESENTATIVE – DAIRY FARMERS OF AMERICA 2010-2012

Processed customer orders received via EDI, fax, email and phone in an accurate and timely manner.

EDUCATION

ROCKFORD HIGH SCHOOL 2006

Rockford, MN

To: Board of Trustees
From: Alexandra Cramer, AICP, Planner/Project Manager
Date: January 27th, 2026
Subject: Reappointments to Historic Advisory Board

Summary
The Town has received interest from two Historic Advisory Board members for reappointment. Dennis Rodriguez and Jeff Lehman have applied for reappointment to the Historic Advisory Board, as their terms ended on December 31, 2025.

If reappointed, Dennis Rodriguez and Jeff Lehman would be reappointed for a four-year term from January 27, 2026, through December 31, 2029.

Staff Recommendation
Staff recommends that the Board of Trustees reappoint both Dennis Rodriguez and Jeff Lehman for four-year terms starting January 27, 2026, through December 31, 2029.

Attachment(s)
Reappointment Request – Rodriguez
Reappointment Request – Lehman

From: [redacted]
To: Alexandra Cramer
Subject: Re: HAB Reappointment Request
Date: Friday, January 16, 2026 11:31:44 AM
Attachments: image001.png

I respectfully submit my intent to be reappointed to the Town of Elizabeth Historic Advisory Board for a full term. I value the opportunity to continue supporting the preservation of Elizabeth's historic character while contributing my experience, judgment, and commitment to thoughtful review and collaboration. I look forward to continuing to serve the Town and its residents in advancing responsible historic stewardship.

Dennis Rodriguez, AIA
[redacted]

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Friday, January 16, 2026 10:16 AM
To: Dennis Rodriguez <drodriguez@townofelizabeth.org>; DENNIS RODRIGUEZ
[redacted]
Cc: Dianna Hiatt <DHiatt@townofelizabeth.org>
Subject: HAB Reappointment Request

Hi Dennis,

As we discussed at the last HAB meeting, could you please send over a brief statement with your intent to be reappointed to the HAB for a full term? Feel free to just reply back to this email with that statement.

Thank you,

Alexandra Cramer, AICP
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166 ext. 503
acramer@townofelizabeth.org

Jan. 20, 2026

Town of Elizabeth trustees,

As an appointed member of the Historic Advisory Board I have enjoyed working with other board members as well as with Alex Cramer and Dianna Hiatt in furthering interest in our town's history.

I would like to ask the trustees for a reappointment to the Historic Advisory Board.

Thank you for your consideration.

Jeff Lehman

STAFF REPORT

Site Plan Application and Use by Special Review

Main Street Station

556 and 620 South Main Street

Applicant: Main Street Station Elizabeth LLC / Troy Berget

Location: 556 and 620 South Main Street

Exhibit A: Applicant's submittal documents and proposed plans

Exhibit B: Referral agency approvals

Exhibit C: Public Notice

EXECUTIVE SUMMARY

Main Street Station Elizabeth LLC, on behalf of property owner Troy Berget, has submitted a site plan application and Use by Special Review (USR) application for two commercial mixed-use buildings along Main Street in Elizabeth. The 2.12-acre site consists of two adjacent lots (1.07 acres and 1.05 acres each) located between Spruce Street and Walnut Street, currently zoned Downtown (DT).

The development proposal includes two 2-story buildings with commercial uses on the ground floors and flexible second-floor uses. Each building would accommodate up to five commercial suites on the first floor, with at least one restaurant space featuring an outdoor patio. The second floors may be developed as either nonresidential space (medical/professional offices or personal services) or residential space (up to nine attached dwelling units per building). The USR application has been filed to address the residential option, as attached residential units constitute multifamily use requiring special review under the Town's zoning code.

Site improvements include 110 parking spaces (exceeding minimum code requirements), a stormwater detention facility, landscape areas, and associated infrastructure. Both buildings would include accessibility features with elevator service and ADA-compliant access points. The architectural design references Elizabeth's late 19th-century historic context along Main Street.

Staff has completed review of the application materials and referral agency comments. The analysis addresses zoning compliance, site design, public improvements, landscaping, utilities, architectural design, and USR approval criteria as they relate to applicable DT district standards.

Staff finds the applications meet the applicable review criteria and recommends the Board of Trustees approve Resolution 26R05, approving the Main Street Station Site Plan and Use by Special Review applications, contingent upon execution and recordation of required easement agreements prior to issuance of building permits.

APPLICANT REQUEST

The applicant requests site plan approval and Use by Special Review approval for the following development:

- Two 2-story mixed-use buildings on two adjacent parcels totaling 2.12 acres
- Ground-floor commercial space with up to five suites per building, including potential restaurant uses with outdoor patios
- Second-floor uses to be determined at time of development: either nonresidential (medical/professional offices, personal services) or residential (up to nine attached dwelling units per building)
- 110 parking spaces, stormwater detention pond, landscaping, and site infrastructure
- Phased construction: first building upon site plan approval, second building following full occupancy of the first

The Use by Special Review application specifically addresses approval of the residential option (multifamily use) on the second floors.

PROPOSAL AND BACKGROUND SUMMARY

The subject properties are two adjacent parcels located at 556 and 620 South Main Street, consisting of approximately 1.07 acres and 1.05 acres respectively, for a combined site area of 2.12 acres. Both parcels are zoned Downtown (DT) and are currently vacant. The site is located between Spruce Street and Walnut Street along the Main Street corridor.

Uses within the buildings are expected to vary over time based on market conditions and tenant requirements. All proposed uses are permitted or special review uses within the DT district. Each building would contain up to five commercial suites on the ground floor, with one suite anticipated for restaurant use with an associated outdoor patio.

Second floors are designed to accommodate either residential or nonresidential uses, with the determination to be made for each building at the time of development. Nonresidential uses would include medical/professional offices and personal services. The residential option would allow up to nine attached dwelling units per building. While specific uses are not finalized and will depend on tenant improvements, conceptual floor plans have been submitted demonstrating the nonresidential configuration.

Site improvements include 110 parking spaces, a stormwater detention pond, landscape islands, and site plantings. The detention pond would serve both lots, with drainage easements established to accommodate the shared infrastructure and provide the Town with emergency access for facility maintenance. A traffic impact study prepared for the development indicates traffic volumes generated by the site can be accommodated by the existing street network. The architectural design draws from Elizabeth's historic character and is intended to complement the late 19th-century architecture present along Main Street.

The applicant proposes a two-phase development approach. The first building would be constructed upon site plan approval, with construction of the second building to follow once the first building achieves full tenant occupancy. Public improvements, the detention pond, and a majority of parking area improvements would be completed during Phase 1. The site plan and grading plan identify potential phasing configurations.

SURROUNDING ZONING DISTRICTS

North: DT, Downtown District

South: DT, Downtown District

East: Unincorporated (agricultural/floodplain)

West: DT, Downtown District

EASEMENTS AND INFRASTRUCTURE AGREEMENTS

The development requires several easement agreements to accommodate shared infrastructure between the two lots and to provide the Town with necessary rights for public improvements. While the Site Development Agreement includes dedication of public improvements and temporary construction easements, the following five permanent easement agreements establish the long-term legal framework for maintenance, access, and cost-sharing responsibilities. Approval of this site plan is contingent upon execution and recordation of all five easement agreements prior to issuance of any building permits:

Easement	Purpose and Parties
Note	*The Site Development Agreement (Section 2.b) includes temporary construction easements and dedication of public improvements. The easements listed below are permanent agreements that establish ongoing maintenance responsibilities, emergency access rights, and cost-sharing arrangements not covered by the SDA.*
Town Drainage Easement	**Purpose:** Grants Town ownership of public storm sewer infrastructure (pipes, manholes, and related facilities on Walnut Street and Chestnut Street). **Parties:** Applicant to Town **Maintenance:** Town is responsible for all operation, maintenance, repair, and replacement. **Note:** Includes Bill of Sale transferring ownership of facilities to Town.
Emergency Drainage Easement	**Purpose:** Grants Town emergency access rights to private drainage facilities (detention pond on Lot 2). **Parties:** Applicant to Town **Maintenance:** Property owner is responsible; Town may enter only in emergency if owner fails to maintain. **Note:** Backup enforcement mechanism to protect public storm system.
Drainage and Detention Easement	**Purpose:** Allows Lot 1 to drain stormwater to detention pond located on Lot 2; establishes cost-sharing. **Parties:** Between Lot 1 owner and Lot 2 owner (private agreement) **Maintenance:** Lot 1 owner maintains detention pond; Lot 2 owner reimburses 48.7% of costs (based on proportional stormwater contribution). **Note:** Protects future owners if lots are sold separately.
Cross-Access and Parking Easement	**Purpose:** Establishes shared use of internal driveways and all 110 parking spaces across both lots. **Parties:** Between Lot 1 owner and Lot 2 owner (private agreement) **Maintenance:** Each owner maintains driveways and parking within their respective lot boundaries.

	Note: Perpetual easement prevents future owner from blocking access or claiming exclusive parking rights. Includes emergency vehicle access provisions.
Notice of Termination and Vacation	**Purpose:** Terminates outdated 30-foot access easement (15 feet on each lot) created by the 2021 Minor Subdivision plat. **Parties:** Applicant (owns both lots) **Note:** Removes obsolete easement that is replaced by the detailed Cross-Access and Parking Easement above. Keeps title records clean.

Summary: These easements create a comprehensive framework for long-term operation and maintenance of shared infrastructure. The Town acquires ownership and control of public storm sewers with emergency backup access to private facilities. The two lots have clear agreements for shared parking, access, and detention facilities with defined cost allocations and maintenance responsibilities. All easements run with the land and bind future property owners.

REFERRAL AGENCY REVIEW

The application was distributed to the following referral agencies for review and comment in accordance with Town procedures. All agencies have reviewed the proposal and provided approval or comment as noted below:

Agency	Status	Comments/Conditions
Town Engineer	Approved	Prior to issuance of any site permitting Engineering requires recordation of all easements.
Building Department	Approved	No conditions.
Fire Protection District	Approved	The Fire District wants to reiterate that if the second floor is turned into residential living, an automatic fire sprinkler system will be required. Building plans shall be submitted to this office for review. Impact Fees will be collected at building permit issuance.
Public Works	Approved	No conditions.
CORE Electric	Approved	No conditions.
Planning/Zoning	Approved	No conditions.
Transportation Engineer	Approved	No conditions.

All technical requirements identified by referral agencies are addressed in the submitted plans or can be satisfied through the building permit review process.

APPROVAL CRITERIA

Section 16-2-40 of the EMC includes criteria for the Planning Commission and Board of Trustees to consider for site plans in order to offer a favorable recommendation for approval.

This includes review against all applicable standards as found in the EMC Land Use and Development code, the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines.

Additionally, Use by Special Review applications must meet the criteria established in Section 16-9-20 of the EMC, which requires consideration of compatibility with surrounding uses, adequacy of infrastructure, and compliance with all applicable development standards.

SITE PLAN CASE ANALYSIS

Staff finds that the proposed commercial mixed-use development and site plan displays general conformance with the applicable provisions of the EMC, the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Standards and Guidelines.

Elizabeth Municipal Code (EMC) – Downtown (DT) District

The properties are zoned Downtown (DT) per Article I of the EMC. The following analysis addresses specific requirements:

Permitted Uses

- **Commercial Uses:** The DT district permits retail, restaurant, office, and personal service uses as principal permitted uses. The proposed first-floor commercial suites, including restaurant spaces, are permitted uses.
- **Mixed-Use Development:** The DT district encourages mixed-use development with commercial on lower floors and residential or office uses on upper floors, consistent with the proposal.
- **Multifamily Residential (Use by Special Review):** Attached residential units on upper floors are considered multifamily use and require Use by Special Review approval per the EMC. The applicant has submitted the required USR application for this use.

Dimensional Standards

- **Setbacks:** The proposed buildings comply with DT district setback requirements per Table 16-6 of the EMC.
- **Height:** Both buildings are two stories and comply with maximum height restrictions for the DT district.
- **Lot Coverage:** The development maintains appropriate lot coverage within DT district standards.

Additional EMC Requirements

- **Parking:** The EMC requires parking based on use type. For commercial uses, the typical requirement is one space per 200-300 square feet; residential units typically require 1.5-2 spaces per unit. The proposal provides 110 parking spaces. The applicant has submitted a detailed parking analysis for the mixed-use development, which was reviewed and concurred with by the Town's traffic engineer. Staff analysis indicates this exceeds the calculated requirement for the most parking-intensive scenario (nonresidential office space on both second floors). The residential use option requires less parking than the nonresidential alternative, ensuring adequate parking is provided regardless of which second-floor use is selected.
- **Access and Circulation:** Site access is proposed from Main Street, Spruce Street and Walnut Street. Internal circulation is designed to provide safe pedestrian and vehicle movement. A traffic impact study indicates the development would generate

manageable traffic volumes that can be accommodated by the existing street network. The site provides accessible routes from public sidewalks to building entrances with ADA-compliant features throughout.

- **Drainage:** Site drainage must meet Town standards with appropriate stormwater management. A detention pond is included in the development plan to manage runoff. The development includes drainage easements to accommodate shared stormwater infrastructure between the two lots and to provide the Town with emergency access for facility maintenance.
- **Floodplain:** The buildings are located outside of identified floodplain areas. Running Creek floodplain is to the east of the development site.
- **Utilities:** Water and sewer service will be provided by the Town of Elizabeth, with connections to existing infrastructure along Main Street.
- **Landscaping:** The EMC requires minimum landscaped area for commercial developments. The proposal provides landscape islands, plantings throughout the site, and screening where appropriate, meeting minimum requirements.
- **Screening:** Trash enclosures and utility areas will be appropriately screened per EMC requirements.

Use by Special Review Criteria

The USR application for multifamily residential use (attached dwelling units on second floors) must meet the following criteria per Section 16-9-20 of the EMC:

1. Compatibility with Surrounding Uses: The proposed residential use on upper floors is compatible with the surrounding DT district, which includes a mix of commercial, residential, and mixed-use development. The residential component enhances the vitality of the Main Street corridor and is consistent with downtown mixed-use development patterns.

2. Adequate Infrastructure: The site can be adequately served by existing Town utilities, streets, and public services. Parking provisions exceed code requirements for both residential and nonresidential scenarios.

3. Traffic and Access: The development will not generate traffic volumes that adversely impact the surrounding street network. Mixed-use development typically generates lower peak-hour traffic than single-use commercial development. Safe pedestrian and vehicle access is provided.

4. Design and Character: The architectural design is compatible with Elizabeth's historic Main Street character and meets the Town's Design Standards and Guidelines. The mixed-use format supports the downtown vision articulated in the Comprehensive Plan.

5. Public Health, Safety, and Welfare: The development enhances public welfare by providing housing options in the downtown area, supporting walkability and community vitality. Both buildings will be fully sprinklered and meet all building and fire codes.

The Town of Elizabeth Design Standards and Guidelines

The Town's Design Standards and Guidelines apply to the proposed buildings:

- **Building Mass & Scale:** The proposed 2-story buildings are appropriate in scale for Main Street and compatible with the historic downtown context.

- **Building Materials:** The exterior design is intended to be compatible with late 19th century architecture along Main Street, utilizing materials like stucco, brick and stone.
- **Pedestrian Orientation:** The buildings are oriented toward Main Street with front entrances accessible from public sidewalks, supporting walkability and street-level activity.

Elizabeth Comprehensive Plan

Staff finds that the proposed site plan and USR application comply with the Town's adopted Comprehensive Plan:

- The development supports the revitalization and economic vitality of the Main Street corridor, consistent with the Plan's goals for downtown development.
- Mixed-use development enhances the vibrancy of downtown Elizabeth and supports the creation of a walkable, pedestrian-friendly environment.
- The project provides diverse housing options in the downtown area, supporting the Plan's objectives for residential choice and downtown living.
- The architectural design respects Elizabeth's small-town character and historic context, preserving community identity while accommodating growth.
- The development contributes to the tax base while providing commercial services and housing options to the community.

FINDINGS AND STAFF RECOMMENDATION

The Main Street Station site plan and Use by Special Review applications have been reviewed and analyzed by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings

1. Zoning Compliance: The proposed site plan demonstrates full compliance with the Downtown (DT) district standards, including permitted uses, dimensional requirements, and design guidelines.

2. Mixed-Use Appropriateness: The mixed-use development format is specifically encouraged in the DT district and aligns with the Town's vision for Main Street as articulated in the EMC and Comprehensive Plan.

3. USR Criteria Met: The proposed multifamily residential use (attached units on upper floors) meets all applicable Use by Special Review criteria, including compatibility with surrounding uses, adequate infrastructure, and appropriate design character.

4. Use Flexibility: The design accommodates flexibility between residential and nonresidential uses on the second floors, with parking and infrastructure sized to accommodate the most intensive use scenario. This flexibility supports market adaptability while ensuring code compliance.

5. Site Design: The proposed site plan demonstrates compliance with all applicable DT district standards, including adequate parking, appropriate access and circulation, stormwater management, and landscaping.

6. Traffic and Circulation: The site access and internal circulation provide safe and efficient movement for vehicles and pedestrians without adversely impacting the Main Street corridor.

7. Parking: The development provides 110 parking spaces, which meets code requirements for both use scenarios. The nonresidential option has higher parking requirements than the residential option; the provided parking exceeds requirements for both scenarios.

8. Utilities: The site can be adequately served by existing Town of Elizabeth water and sewer infrastructure.

9. Landscaping and Screening: The landscape plan meets minimum requirements and provides appropriate visual enhancement and screening throughout the site.

10. Building Design: The proposed architecture draws from Elizabeth's historic character and is compatible with late 19th century Main Street architecture, meeting the Town's Design Standards and Guidelines.

11. Comprehensive Plan Consistency: The development aligns with the Town's goals for downtown revitalization, mixed-use development, pedestrian-friendly design, historic character preservation, and economic development.

Staff Recommendation

Based on the analysis above, staff has reviewed the proposed site plan and Use by Special Review application for 556 and 620 South Main Street against the criteria set forth in Chapter 16 of the Elizabeth Municipal Code. The recommendation includes conditions requiring execution and recordation of easement agreements to ensure proper infrastructure management and legal access rights.

Staff recommends the Board of Trustees approve Resolution 26R05, approving the Main Street Station Site Plan and Use by Special Review applications, subject to the following conditions:

A. Prior to issuance of any building permits, the Developer shall execute and record with the Elbert County Clerk and Recorder the following easement agreements, in a form acceptable to the Town Attorney:

- A Town Drainage Easement granting the Town ownership and maintenance rights for public storm sewer infrastructure, together with a Bill of Sale transferring ownership of said facilities to the Town;
- An Emergency Drainage Easement granting the Town emergency access rights for private drainage facilities;
- A Drainage and Detention Easement between Lot 1 and Lot 2 establishing shared use and proportional cost allocation for detention facilities;
- A Cross-Access and Parking Easement between Lot 1 and Lot 2 establishing shared use of driveways and parking areas; and
- A Notice of Termination and Vacation of Easement terminating the access easement created by the Main Street Station Minor Subdivision plat.

B. The Developer shall provide the Town with recorded copies of all easement agreements, including reception numbers, prior to requesting issuance of the first building permit.

C. All easement agreements shall run with the land and be binding upon successors and assigns.

Attachment(s)

Resolution 26R05

Site Plan Agreement

Exhibit A

Exhibit B

Exhibit C

RESOLUTION 26R05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, APPROVING THE MAIN STREET STATION SITE PLAN AND USE BY SPECIAL REVIEW, SUBJECT TO CONDITIONS

WHEREAS, Main Street Station Elizabeth LLC has submitted applications for site plan approval and Use by Special Review for property located at 556 and 620 South Main Street; and

WHEREAS, the Board of Trustees held a duly noticed public hearing and considered the staff report, public testimony, and all submitted materials; and

WHEREAS, the Board finds the applications meet the applicable approval criteria set forth in Chapter 16 of the Elizabeth Municipal Code.

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

Section 1. Approval. The site plan and Use by Special Review for Main Street Station, as shown on the site plan attached as Exhibit A, are hereby approved, subject to the conditions in Section 2.

Section 2. Conditions of Approval. Prior to issuance of any building permits, the Developer shall execute and record with the Elbert County Clerk and Recorder the following easement agreements, in a form acceptable to the Town Attorney, and provide recorded copies with reception numbers to the Town:

A. A Town Drainage Easement granting the Town ownership and maintenance rights for public storm sewer infrastructure, together with a Bill of Sale transferring ownership of said facilities to the Town;
B. An Emergency Drainage Easement granting the Town emergency access rights for private drainage facilities;
C. A Drainage and Detention Easement between Lot 1 and Lot 2 establishing shared use and proportional cost allocation for detention facilities;
D. A Cross-Access and Parking Easement between Lot 1 and Lot 2 establishing shared use of driveways and parking areas; and
E. A Notice of Termination and Vacation of Easement terminating the access easement created by the Main Street Station Minor Subdivision plat.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2026, 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

EXHIBIT A

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

GENERAL SITE DATA

ZONING:	DOWNTOWN
CURRENT USE:	VACANT
PROPOSED USE:	COMMERCIAL MIXED USE
PROPERTY AREA:	92,497 SF - 2.12 ACRES
DISTURBED AREA(LOC)	2.15 ACRES
LATITUDE:	39° 21' 30" N
LONGITUDE:	104° 35' 41" W

GENERAL SITE DATA:

LOT 1 - (PHASE 1)

AREA:	1.07 AC (46,813 SF)
# BLDGS:	1
GROSS FLOOR AREA:	18,575 SF (39.7%)
UNDER ROOF COVERAGE:	9,305 SF (20.0%)
BLDG HEIGHT:	28'-3/4"
USE:	FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS

LOT 2 - (PHASE 2)

AREA:	1.05 AC (45,684 SF)
# BLDGS:	1
GROSS FLOOR AREA:	27,470 SF (60.1%)
UNDER ROOF COVERAGE:	9,180 SF (20.0%)
BLDG HEIGHT:	24'-6"
USE:	FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS

PARKING TOTALS

TOTAL STALLS	110
STANDARD STALLS	105
TOTAL ADA STALLS	5
VAN ADA STALLS	2

PHASE 1

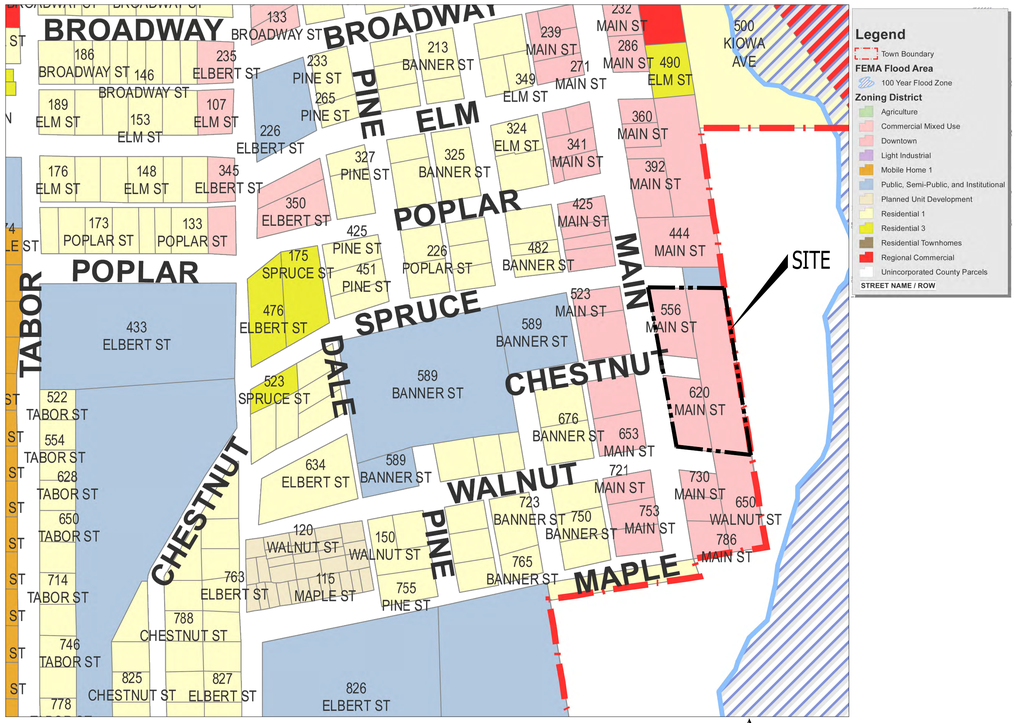
TOTAL STALLS	76
STANDARD STALLS	73
TOTAL ADA STALLS	3
VAN ADA STALLS	1

PHASE 2

TOTAL STALLS	34
STANDARD STALLS	32
TOTAL ADA STALLS	2
VAN ADA STALLS	1

DT ZONING DISTRICT DIMENSIONAL STANDARDS

BLDG HEIGHT:	30' MAX. HEIGHT
BLDG SETBACKS:	0' - FRONT-PUBLIC RIGHT OF WAY 5' - REAR 0' - INTERIOR SIDE 5' - STREET SIDE-PUBLIC RIGHT OF WAY
MIN. LOT SIZE:	800 SF
REQUIRED:	
MIN. VEGETATIVE AREA	5%
PROVIDED:	
MAX. PROVIDED LOT COVERAGE: UNDER ROOF	20.0%
VEGETATIVE AREA	27.7%



VICINITY MAP
SCALE: 1" = 200'-0"
SECTION-18 TOWNSHIP-8 S RANGE-64 W

N

LEGAL DESCRIPTION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION

BASIS OF BEARING & BENCHMARKS

NGS BENCHMARK DESIGNATION X336, PID: KK0308, USGS QUAD: ELIZABETH (1994) LAT: 39.36186 (Dec.) LONG: 104.60664 (Dec.). ELEVATION: 6571.77'

CONTACTS

OWNER/APPLICANT:	MAIN STREET STATION ELIZABETH LLC 5369 GRAND FIR WAY PARKER, CO 80134 CONTACT: TROY BERGET (303) 507-4064
CIVIL ENGINEER:	ROTH LANG ENGINEERING GROUP, LLC 6855 S. HAVANA ST. SUITE 600 CENTENNIAL, CO 80112 CONTACT: KEVIN ROTH, P.E. (303) 841-9365
ARCHITECT:	ALAN LI ARCH DESIGN ALANLI.ARCHDESIGN@GMAIL.COM CONTACT: ALAN LI (312) 928-9985
LANDSCAPE ARCH:	WESTERN LANDS LLC 11038 TWENTY MILE ROAD PARKER, CO 80134 CONTACT: TOM ROBERTS (720) 936-9973
ELECTRICAL ENGINEER:	PRIMERA ENGINEERS LTD. 7822 S. WHEELING COURT SUITE B ENGLEWOOD, CO 80112 CONTACT: THOM EVERT (303) 696-1257

SHEET INDEX

C1.0 (1 OF 18)	COVER SHEET
C2.0 (2 OF 18)	SITE DIMENSION PLAN
C3.0 (3 OF 18)	SITE UTILITY PLAN
C4.0 (4 OF 18)	SITE GRADING PLAN - PHASE 1
C5.0 (5 OF 18)	SITE GRADING PLAN - PHASE 2
C6.0 (6 OF 18)	SITE CROSS SECTIONS
C7.0 (7 OF 18)	TRASH ENCLOSURE DETAILS
L1.0 (8 OF 18)	LANDSCAPE PLAN
L2.0 (9 OF 18)	LANDSCAPE DETAILS & NOTES
P3.1 (10 OF 18)	BUILDING 1 ELEVATIONS
P3.2 (11 OF 18)	BUILDING 2 ELEVATIONS
P3.3 (12 OF 18)	AVERAGE BUILDING HEIGHT
P7.1 (13 OF 18)	BUILDING 1 MATERIALS
P7.2 (14 OF 18)	BUILDING 2 MATERIALS
E1.0 (15 OF 18)	PHOTOMETRIC PLAN
E2.0 (16 OF 18)	PHOTOMETRIC DETAILS & SCHEDULE
E3.0 (17 OF 18)	LIGHT FIXTURE CUTSHEETS
E4.0 (18 OF 18)	LIGHT FIXTURE CUTSHEETS

APPLICANT/DEVELOPER SIGNATURE BLOCK

MAIN STREET STATION ELIZABETH LLC *DATE*

DATE OF PREPARATION: 03-18-2025

ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

COVER SHEET

SHEET NUMBER:
C1.0
1 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

KEY:

1. ENTRY DOOR
2. STAIRS W/ HANDRAIL
3. PROPOSED ADA RAMP
4. PROPOSED ADA SIGN (TYP)
5. PROPOSED RAMP W/ HANDRAIL
6. TURNDOWN SIDEWALK
7. PROPOSED 2018 IFC FIRE LANE SIGN TYPE "C" SEE DETAIL ON THIS SHEET
8. LANDSCAPED ISLAND

SIGN TYPE "C"



NOTES:

1. ALL CURB RADIUS ARE 5-FT UNLESS OTHERWISE INDICATED.
2. ALL CURB AND GUTTER IS 6" VERTICAL WITH 2' PAN UNLESS OTHERWISE INDICATED.
3. ALL PARKING AND DRIVE SURFACES ARE ASPHALT UNLESS INDICATED.
4. ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT.
5. STRUCTURAL DESIGN OF SITE WALLS TO BE PROVIDED WITH THE BUILDING PERMIT APPLICATIONS.

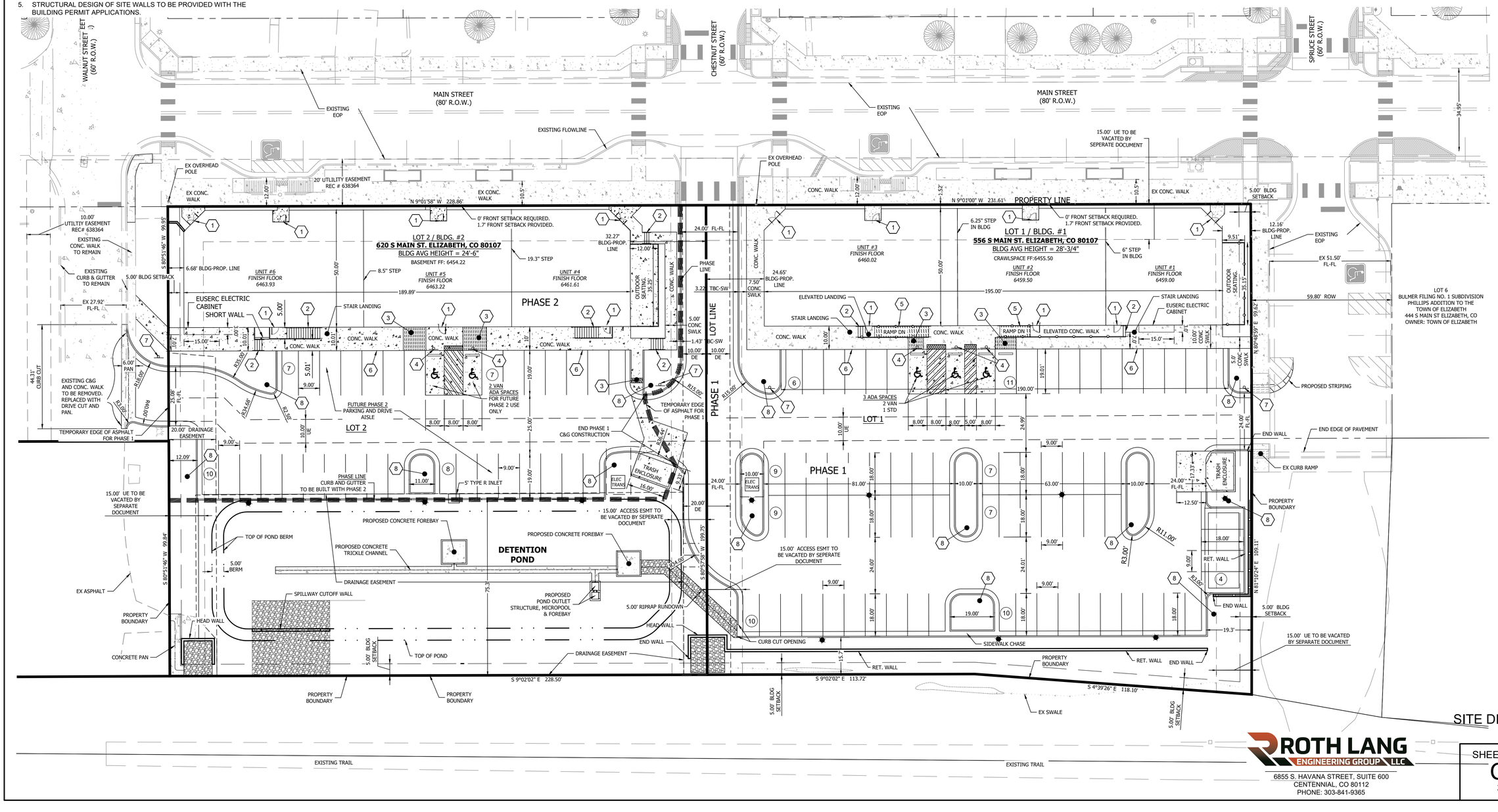
PARKING SUMMARY TABLES:

PHASE 1 PARKING TOTAL		PHASE 2 PARKING TOTAL		PROJECT PARKING TOTAL	
STANDARD SPACES	73	STANDARD SPACES	32	STANDARD SPACES	105
ADA SPACES	3	ADA SPACES	2	ADA SPACES	5
VAN ADA SPACE	1	VAN ADA SPACE	1	VAN ADA SPACE	2
TOTAL SPACES	76	TOTAL SPACES	34	TOTAL SPACES	110

GRAPHIC SCALE 1"=20'
20 0 20 40 60

HATCHING LEGEND

- ACCESSIBLE RAMP
- CONCRETE PAVING
- RIPRAP / GRAVEL
- TRUNCATED DOMES



SITE DIMENSION PLAN

ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SHEET NUMBER:
C2.0
2 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

NOTE: ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT

GRAPHIC SCALE 1"=20'
20 0 20 40 60

REQUIRED FIRE FLOWS

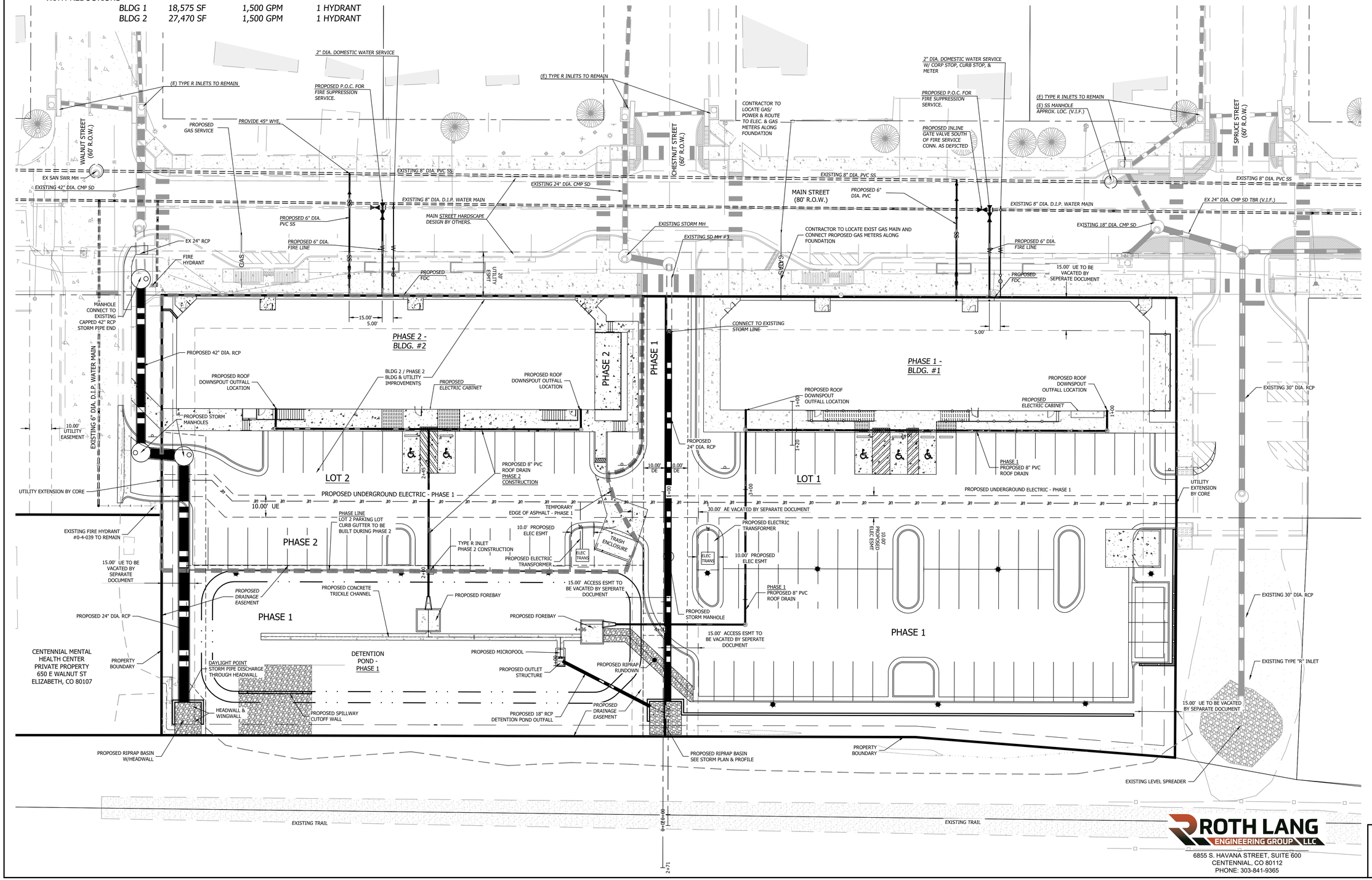
BUILDING	FIRE AREA	REQ'D FLOW	MIN. # OF HYD.
BLDG #1 (II-B)	18,575 SF	3,000 GPM*	3
BLDG #2 (IIB)	27,470 SF	3,500 GPM*	4

* ALLOWABLE REDUCTION FOR FIRE SPRINKLER = 25% OR REQUIREMENT. (IFC 2018 TABLE B105.2

BLDG 1 3,000 * 25% = 750. MIN ALLOWED = 1500 GPM
BLDG 2 3,500 * 25% = 875 MIN ALLOWED= 1500 GPM

WITH REDUCTIONS

BLDG 1	18,575 SF	1,500 GPM	1 HYDRANT
BLDG 2	27,470 SF	1,500 GPM	1 HYDRANT



ROTH LANG ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE UTILITY PLAN

SHEET NUMBER: C3.0
3 OF 18

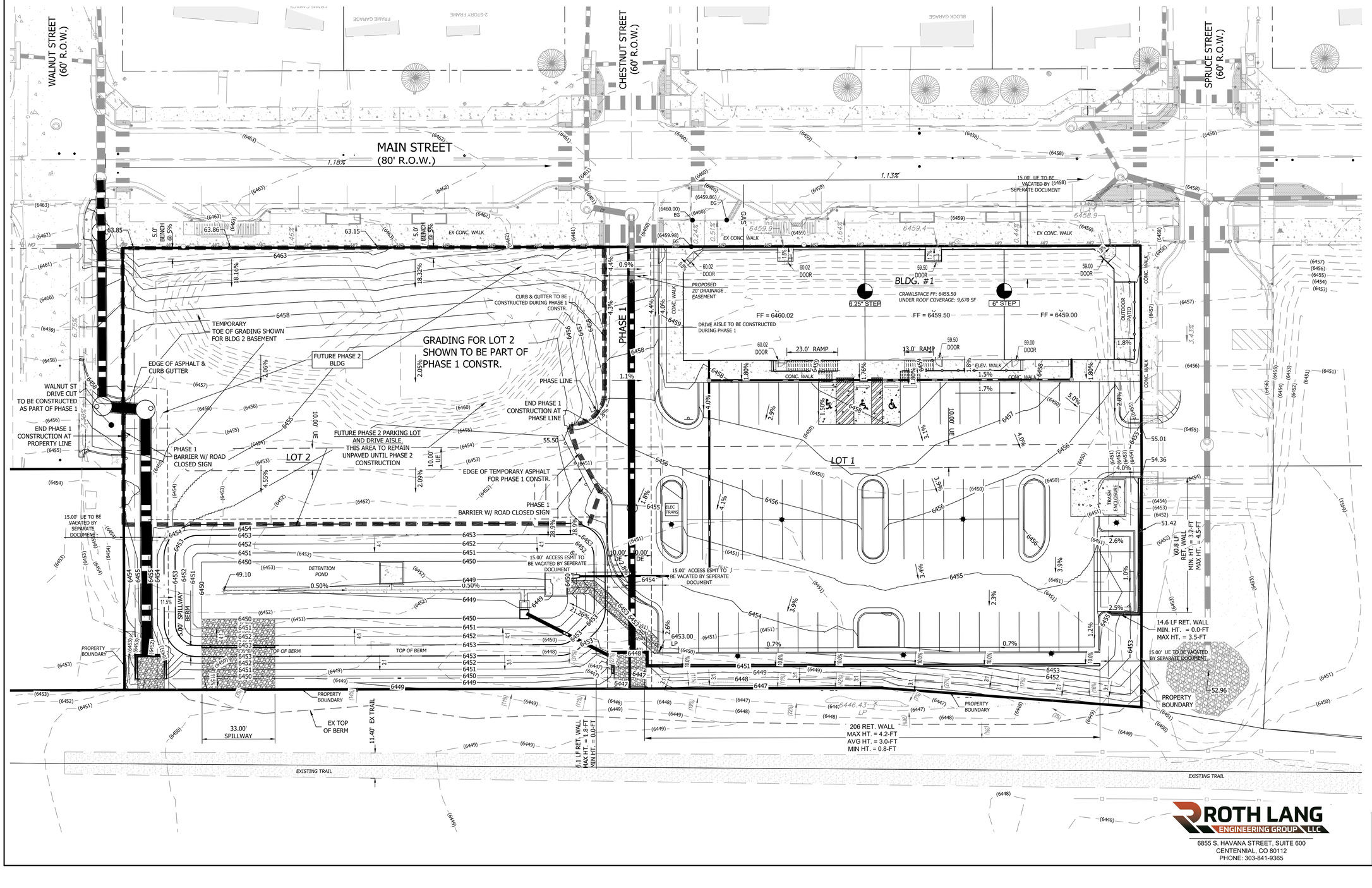
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

EARTHWORK SUMMARY:
LOT 1 PHASE 1: 8,068 CY FILL (IMPORT)
LOT 2 PHASE 1: 3,652 CY CUT (EXPORT) (INTERIM GRADING)
PHASE 1 TOTAL: 4,416 CU YD FILL (IMPORT)
POND VOLUME: 0.54 AC FT

NOTE: ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT

HORIZONTAL SCALE: 1" = 20'



ROTH LANG ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE GRADING PLAN - PHASE 1

SHEET NUMBER:
C4.0
4 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

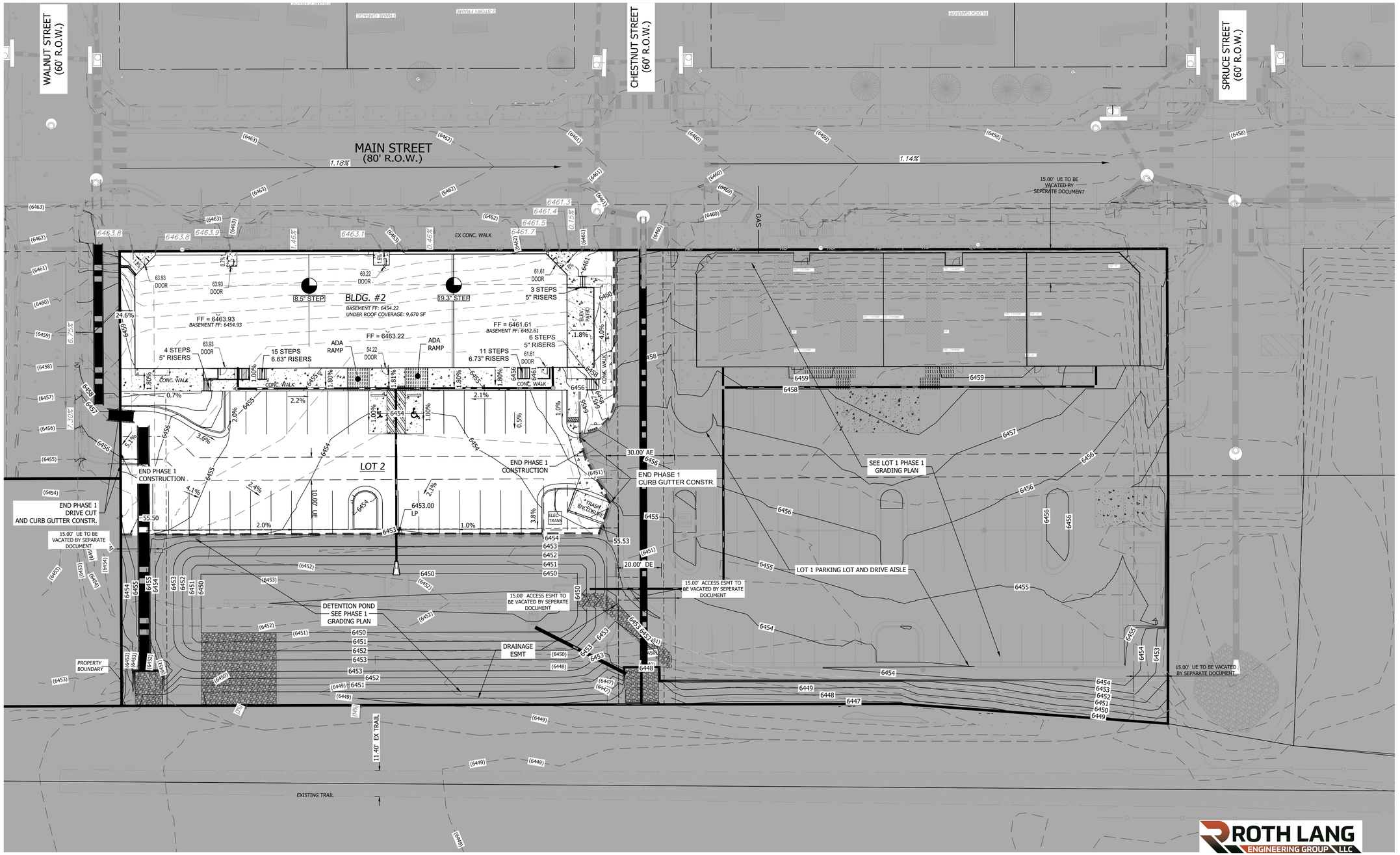
EARTHWORK:
LOT 2 PHASE 2: 966 CY FILL (IMPORT) (FINAL GRADING)

KEY:

AREA OUTSIDE OF PHASE LIMITS

NOTE: NEW EASEMENTS TO BE DEDICATED BY SEPARATE DOCUMENT

HORIZONTAL SCALE: 1" = 20'



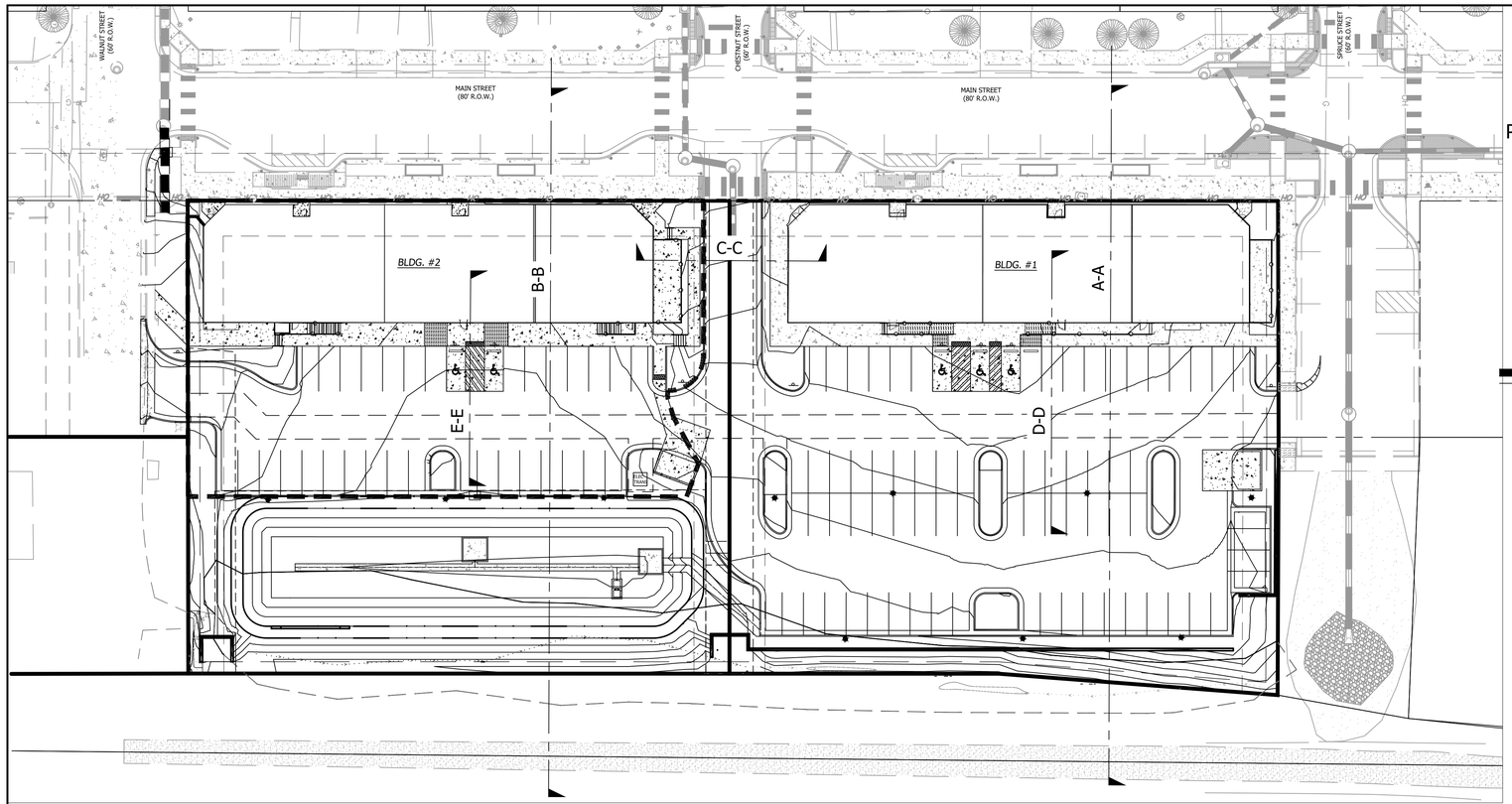
ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE GRADING PLAN - PHASE 2

SHEET NUMBER:
C5.0
5 OF 18

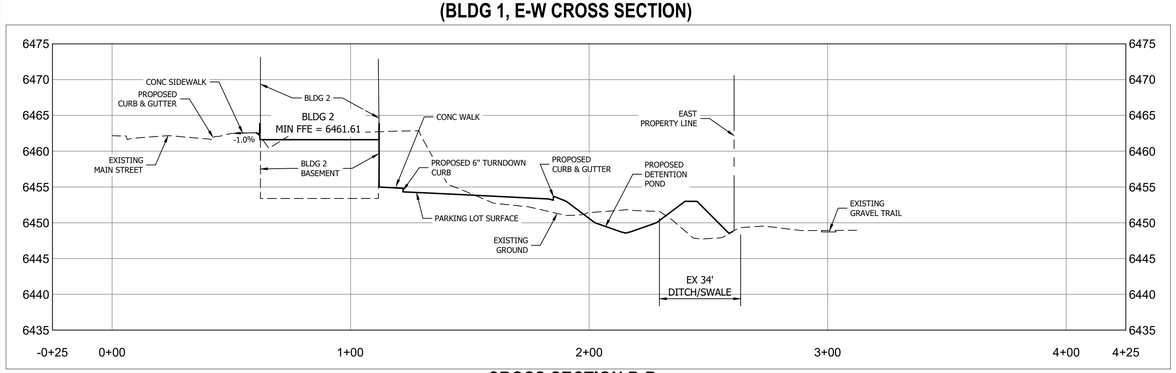
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
+/- 2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

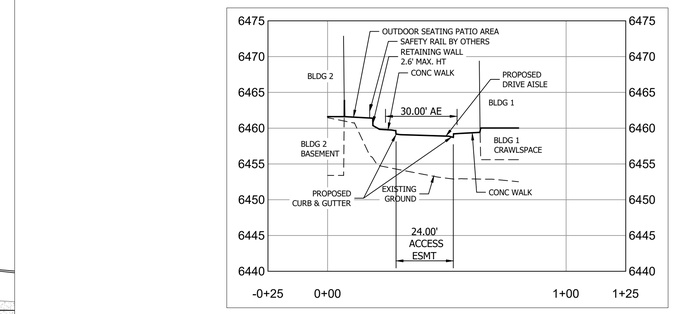


CROSS SECTION INDEX MAP

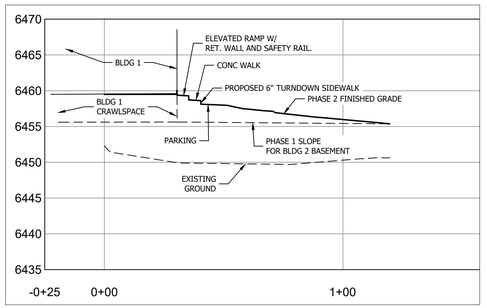
CROSS SECTION A-A
(BLDG 1, E-W CROSS SECTION)



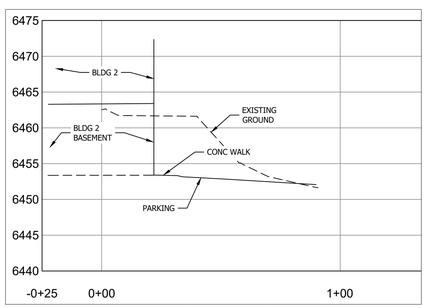
CROSS SECTION B-B
(BLDG 2, E-W CROSS SECTION)



CROSS SECTION C-C
(BETWEEN BUILDINGS)



CROSS SECTION E-E
(BLDG 2 REAR ENTRANCE)



CROSS SECTION D-D
(BLDG 1 REAR ENTRANCE)

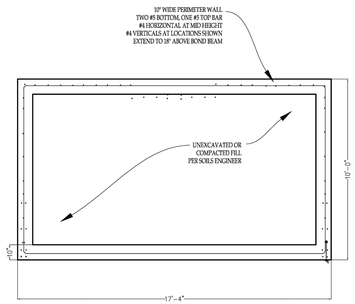
ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE CROSS SECTIONS

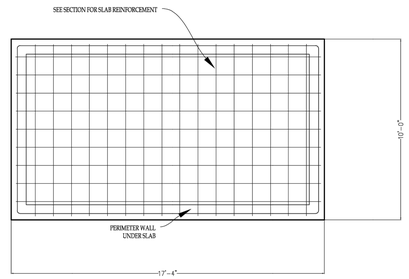
SHEET NUMBER:
C6.0
6 OF 18

SITE PLAN
FOR
MAIN STREET STATION

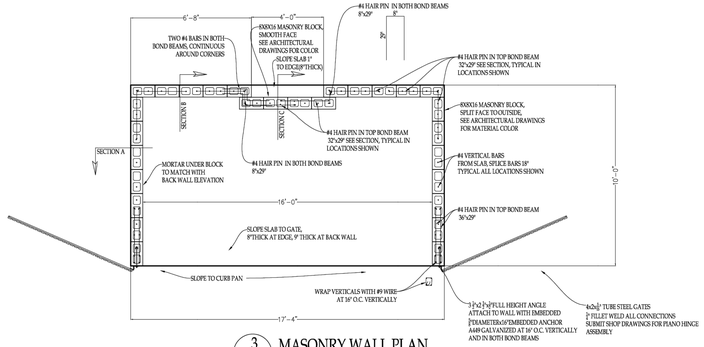
PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



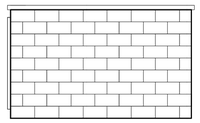
1 FOUNDATION WALL PLAN



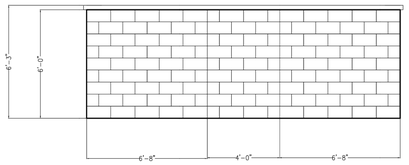
2 SLAB PLAN



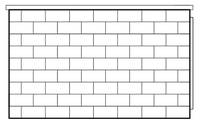
3 MASONRY WALL PLAN



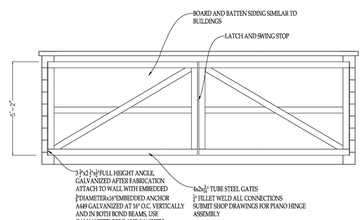
4 RIGHT SIDE ELEVATION



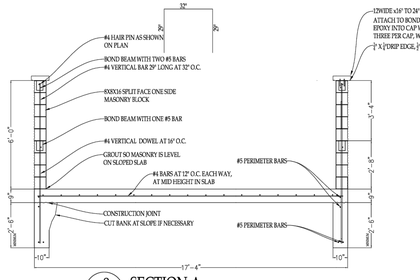
5 REAR ELEVATION



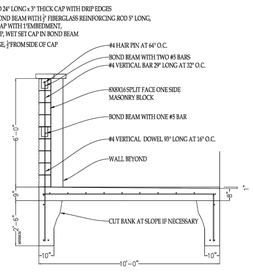
6 LEFT SIDE ELEVATION



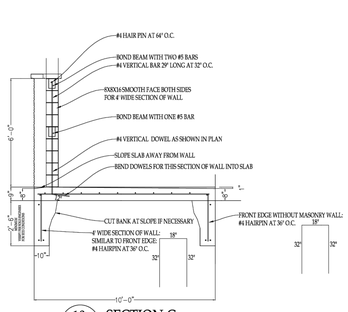
7 FRONT ELEVATION



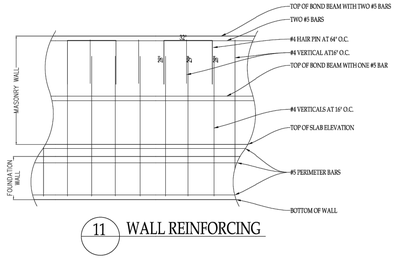
8 SECTION A



9 SECTION B



10 SECTION C



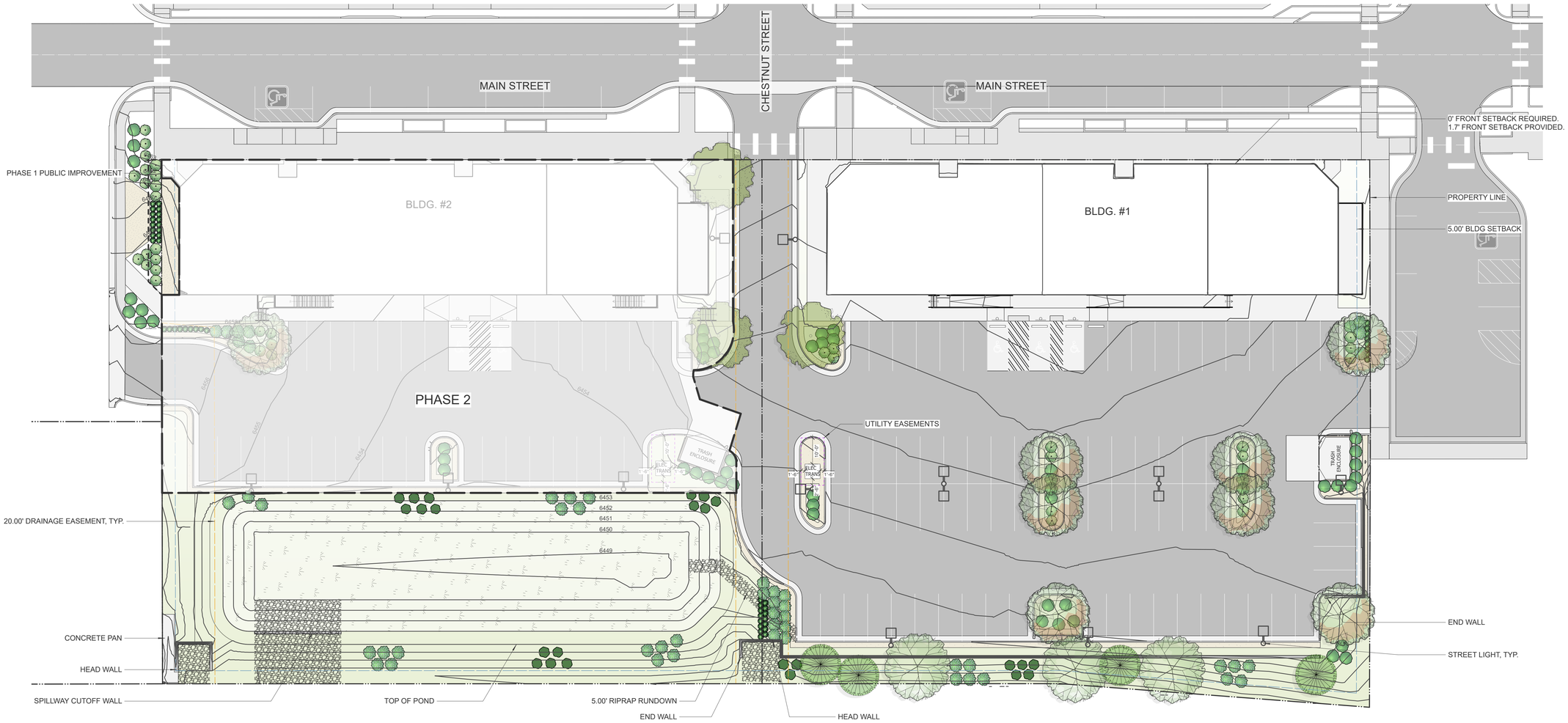
11 WALL REINFORCING

TRASH
ENCLOSURE
DETAILS

SHEET NUMBER:
C7.0
7 OF 18

LANDSCAPE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



LEGEND

SEED AREA (ADD SAND MIX)

ROCK MULCH AREA (3-6" RIVER ROCK)

0' 10' 20' Scale: 1" = 20'

LANDSCAPE SQUARE FOOTAGE CHARTS

TOTAL SITE LANDSCAPE	
TOTAL SITE AREA	92,347 SF
TOTAL LANDSCAPE AREA REQUIRED (15% OF TOTAL SITE)	13,852 SF
TOTAL LANDSCAPE PROVIDED	**28,327 SF**
PHASE 1 LANDSCAPE AREA	25,168 SF
PHASE 2 LANDSCAPE AREA	3,159 SF
TOTAL SF OF VEGETATIVE COVER	25,663 SF
TOTAL PERSENTAGE OF VEGETATIVE COVER	27.70%

PARKING LOT LANDSCAPE ISLAND	
DRIVE AISLE AREA	5,435 SF
PARKING AREA	33,093 SF
TOTAL AREA	38,528 SF
LANDSCAPE AREA REQUIRED (10% OF TOTAL PARKING AREA)	3,309 SF
ISLAND LANDSCAPE AREA PROVIDED	**5,114 SF**

PROJECT PLANTING REQUIREMENT		
TOTAL SITE AREA	92,347 SF	
BUILDING FOOTPRINT	19,624 SF	
PARKING AREA	38,528 SF	
TOTAL SF FOR LANDSCAPE REQUIREMENTS	34,195 SF	
	REQUIRED	*PROVIDED*
REQUIRED TREES (1 TREE / 1,500 SF)	23	**18**
JIRED SHRUBS (5 SHRUBS / 1,500 SF; 5 SHURBS = 1 TREE)	115	**171**

NOTE: INCLUDES 10 SHRUBS SUBSTITUTED FOR EACH TREE SHORT OF THE REQUIREMENT.

PROPERTY PLANTING LIST AND NOTES

Symbol	ID	Qty	Size	Latin Name	Common Name	Notes
	Ornamental Grasses					
	FRG	32	1 Gal	Calamagrostis x acutiflora `Karl Foerster`	Foerster'S Feather Reed Grass	
	Shrubs					
	APC	46	5 Gal	Ribes alpinum	Alpine Currant	
	GLFS	50	5 Gal	Rhus aromatica `Gro-Low`	Gro-Low Fragrant Sumac	
	JUN	19	5 Gal	Juniperus sabina `Buffalo`	Buffalo Juniper	
	RB	24	5 Gal	Ericameria nauseosa	Rabbitbrush	
	Trees					
	ABM	8	2 1/2" Cal.	Acer x freemanii	Autumn Blaze Maple	
	SB	4	6' H.	Amelanchier x grandiflora	Serviceberry	
	CH	3	2 1/2" Cal.	Celtis occidentalis	Common Hackberry	
	SH	3	2 1/2" Cal.	Gleditsia triacanthos inermis `Skyline`	Skyline Honeylocust	

PUBLIC IMPROVEMENT PLANTING LIST AND NOTES

Symbol	ID	Qty	Size	Latin Name	Common Name	Notes
	Ornamental Grasses					
	FRG	16	1 Gal	Calamagrostis x acutiflora `Karl Foerster`	Foerster'S Feather Reed Grass	
	Shrubs					
	JUN	17	5 Gal	Juniperus sabina `Buffalo`	Buffalo Juniper	
	APC	8	5 Gal	Ribes alpinum	Alpine Currant	

WESTERN LANDS
LANDSCAPE ARCHITECTURE
385 Inverness Parkway,
Ste. 420, Englewood, CO 80112
p. 720-936-9973

SHEET NUMBER:
L1.0
1 OF 2

LANDSCAPE DETAILS & NOTES
FOR
MAIN STREET STATION

GENERAL NOTES

1. THE CONTRACTOR SHALL FOLLOW ALL PLANS AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNERS REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK..
3. DO NOT DISTURB EXISTING PAVING, LIGHTING, LANDSCAPE, OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLANS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING SITE CONDITIONS.
5. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING EROSION CONTROL MEASURES ON SEEDED SLOPES EXCEEDING 3:1.
6. SIGHT TRIANGLES SHALL REMAIN UNOBSTRUCTED BY PLANT MATERIAL, OR OTHER VISUAL OBSTACLE, OVER 30" IN HEIGHT.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR THE MAINTENANCE EQUIPMENT ENTRY.
8. ANY MAJOR CHANGES MADE TO THE SITE PLAN AS A RESULT OF FIELD CONDITIONS SHALL BE ON THE AS-BUILTS OF THE CONSTRUCTION DRAWING SET. AS BUILT CONSTRUCTION DRAWINGS FOR THE LANDSCAPE, HARDSCAPE, LIGHTING WILL BE SUBMITTED, BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
9. THE CONTRACTOR, HIS SUCCESSORS AND ASSIGNEES SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN.
10. GENERAL CONTRACTOR OR OWNER WILL DESIGNATE STAGING AND STORAGE FOR CONTRACTOR.
11. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
12. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
13. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
15. THE CONTRACTOR SHALL OBTAIN ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
16. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION NOTES

1. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM PROVIDING DRIP IRRIGATION TO ALL BED AREAS AND TREES LOCATED OUT OF BED AREAS INCLUDING 100% COVERAGE SPRAY IRRIGATION TO NEW NATIVE SEED AREAS WILL BE PROVIDED.
2. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
3. ANY MAJOR CHANGES REQUIRED AS A RESULT OF FIELD CONDITIONS VS THIS DRAWING SET SHALL BE CORRECTED AND CALLED OUT ON THE SHOP DRAWINGS.
4. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
5. AS BUILT IRRIGATION DRAWINGS TO BE PROVIDED BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
6. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM PROPOSED WORK.
7. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
8. ALL PROPOSED EQUIPMENT TO HAVE CUT SHEETS SUBMITTED WITH IRRIGATION SHOP DRAWING BY CONTRACTOR.
9. IRRIGATION SYSTEM CONTROLLER TO BE SMART WIRELESS CONTROLLER.
10. MAIN LINES AND VALVE BOX LOCATIONS TO BE COORDINATED WITH PROPOSED LANDSCAPE FOR MINIMAL CONFLICT.
11. ALL MAIN LINES TO BE A MINIMUM 18" IN DEPTH.
12. ALL LATERALS TO BE A MINIMUM OF 12" IN DEPTH.
13. NO ROCKS, BOULDER OR OTHER EXTRANEOUS MATERIALS TO BE USED IN BACKFILLING TRENCHES. ALL TRENCHES REQUIRE COMPACTION TO AVOID ANY SETTLING AFTER INSTALLATION.
14. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS.
15. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE.
16. AUTOMATIC DRAIN DEVICES TO BE INSTALLED WHERE LOW HEAD DRAINAGE MAY OCCUR.
17. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS.
18. TURF AREAS TO RECEIVE 100% SPRAY COVERAGE BY SPRAY ROTORS IF SHOWN ON PLANS.
19. NATIVE SEED AREAS TO RECEIVE 100% SPRAY COVERAGE BY ROTOR.
20. NATIVE SEED TO BE SET ON SEPARATE ZONES SO THAT THEY CAN BE SHUTOFF AFTER ESTABLISHMENT.
21. NATIVE SEED ZONES TO BE INSTALLED AS FULLY UNDERGROUND SYSTEM. TO BE USED AS NECESSARY IN THE FUTURE.

SLEEVING NOTES:

22. THIS PLAN WILL BE PROVIDED TO GENERAL CONTRACTOR FOR SLEEVE INSTALLATION.
23. GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHOP DRAWING DETAILS SHOWING THE SLEEVING BELOW CONCRETE AND FOR INSTALLING SLEEVES IN COORDINATION WITH HARDSCAPE INSTALLATION.
24. SLEEVE SIZES SHOULD BE 2" IN DIA. UNLESS THEY ARE OTHERWISE NOTED ON PLAN.
25. ALL SLEEVES SHALL BE SCHEDULE 40 SOLVENT WELD PVC PIPE.

LANDSCAPE NOTES

LANDSCAPE NOTES:

1. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
2. ALL PLANT MATERIALS WILL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, CURRENT EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
3. ALL PLANTS TO BE B&B OR CONTAINER GROWN. BARE ROOT OR SPADED PLANTS WILL NOT BE ACCEPTED.
4. ALL PLANTS WILL BE INSPECTED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO DELIVERY TO THE SITE.
5. THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, WORKMANSHIP, AND IRRIGATION FOR ONE YEAR.
6. BIOSOIL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
7. BIOCOMP FROM A-1ORGANICS (0R APPROVED EQUAL) TO PLANTING AREAS AT A RATE OF 4 CUBIC YARDS PER 1,000 S.F.
8. WOVEN LANDSCAPE FABRIC INSTALLED UNDER ALL ROCK AREAS FOR WEED CONTROL.
9. AREAS BETWEEN NATIVE AREAS, COBBLE STRIPS AND BED AREAS TO BE SHOVEL CUT THEN FILLED WITH MATERIAL.
10. ALL GROUNDCOVER BEDS, SHRUB AND TREE PLANT RINGS LOCATED IN ROCK OR NATIVE SEED, TO BE MULCHED WITH 4" DEPTH WOOD MULCH. NO WEED CONTROL FABRIC REQUIRED WITH ORGANIC MULCH. MULCH SAMPLE TO BE APPROVED BY OWNER'S REP OR OWNER.
11. TREES SHALL NOT BE LOCATED IN UTILITY EASEMENTS. CONTACT OWNERS REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS.
12. 2' COBBLE BAND ALONG THE BACK OF CURB IS TO BE 4-6" GREY COBBLE INSTALLED OVER WOVEN LANDSCAPE FABRIC.

NATIVE SEED ESTABLISHMENT

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF NATIVE SEEDED AREAS (NATURALIZED AREAS). AFTER A PERIOD OF ONE YEAR, THERE SHOULD BE SIGNIFICANT COVERAGE OF THE SEEDED AREA WITH BARE SPOTS NOT EXCEEDING ONE AREA NINE FEET SQUARED IN SIZE. BARE SPOTS SHALL BE RE-SEEDED AND MULCHED TO IMPROVE THE GRASS STAND. THE AREA SHALL BE MAINTAINED AS WEED FREE THE ENTIRE TIME. MOWING, PULLING, AND CHEMICAL METHODS MAY BE USED TO CONTROL WEEDS AND PREVENT REDEVELOPMENT OF SEED HEADS ON THE WEED PLANT.
3. CONTRACTOR TO PROVIDE INSTALLATION AND MAINTENANCE PLAN FOR THE 1 YEAR OF ESTABLISHMENT WITH OVERALL BID.
4. REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL AS STATED IN LOCAL CODES SHALL APPLY.
5. CONTRACTOR SHALL BE REQUIRED TO TURN OVER SEED LABELS UPON INSTALLATION.
6. FINAL ACCEPTANCE OF SEEDED AREAS WILL BE CONSIDERED AT 1 YEAR WALK THROUGH. ANY ISSUES PRIOR TO THIS DATE SHALL BE BROUGHT TO WESTERN LANDS ATTENTION IN A TIMELY MANNER.
7. FINAL ACCEPTANCE OF NATIVE SEED AREA BASED ON GERMINATION, FULL STAND OF GRASS IN A VIGOROUS GROWING CONDITION WITH CONSISTENCY AND COMPLETE COVERAGE. IF ON SITE INSPECTIONS DETERMINE THAT GERMINATION OF ANY SEEDED AREA DOES NOT COMPLY WITH THESES NOTES OR LOCAL CODES, RE-SEEDING MAY BE REQUIRED.
8. THE SEEDBED SHALL BE WELL SETTLED AND FIRM, BUT FRIABLE ENOUGH THAT SEED CAN BE PLACED AT THE SEEDING DEPTH SPECIFIED. THE SEEDBED SHALL BE REASONABLY FREE OF WEEDS. SOILS THAT HAVE BEEN OVER-COMPACTED BY TRAFFIC OR EQUIPMENT, ESPECIALLY WHEN WET, SHALL BE TILLED TO BREAKUP ROOTING RESTRICTIVE LAYERS AND THEN HARROWED, ROLLED OR PACKED TO PREPARE THE REQUIRED FIRM SEEDBED.
9. BIOSOL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
10. BROADCAST SEED SHALL BE HAND RAKED OR DRAGGED TO A DEPTH OF 1/4".
11. HYDRO MULCH OR STRAW MULCH WILL BE USED ON ALL NATIVE SEEDED AREAS.

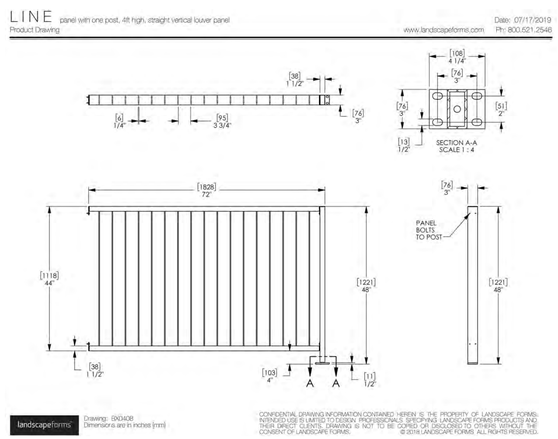
SEEDING NOTES

NATIVE SEED WITH WILDFLOWER ENHANCEMENT

COMMON NAME	% OF MIX
NATIVE GRASS SEED MIXTURE	
BIG BLUESTEM	20
INDIANGRASS	20
WESTERN WHEATGRASS	20
PRAIRIE SANDREED	10
SIDEOATS GRAMA	10
SLENDER WHEATGRASS	5
STREAMBANK WHEATGRASS	5
SWITCHGRASS	5
THICKSPIKE WHEATGRASS	5
18 LBS/ACRE BROADCAST	100%

PATIO FENCE DETAILS

PRODUCT DETAILS

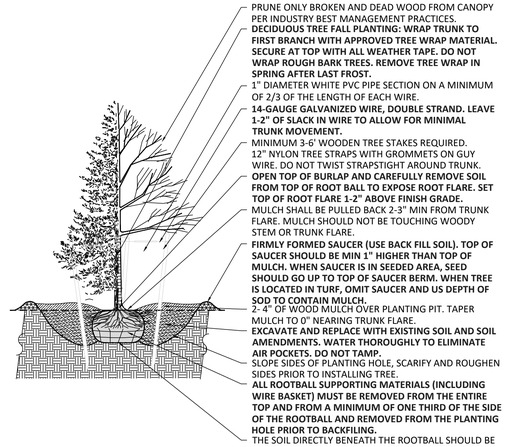


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PRODUCT EXAMPLE



PLANTING DETAILS

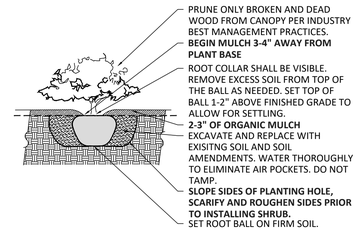


ANY BROKEN, CRUMBLING, OR OTHERWISE DAMAGED ROOTBALL SHALL NOT BE PLANTED.

TREE SPACING SHALL BE BASED ON PROJECTED MATURE CANOPY SIZE OR AS APPROVED BY THE OWNERS REPRESENTATIVE.

PLEASE REFER TO IRRIGATION NOTES FOR IRRIGATION REQUIREMENTS PER PLANT.

ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR 2 WINTER SEASONS.



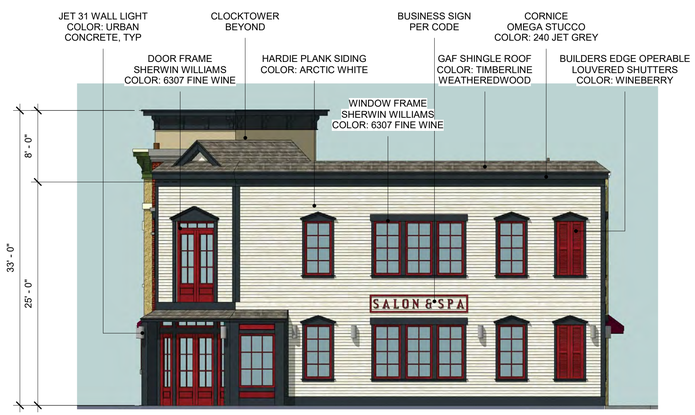
WESTERN LANDS
LANDSCAPE ARCHITECTURE
385 Inverness Parkway,
Ste. 420, Englewood, CO 80112
p. 720-936-9973

SHEET NUMBER:
L1.1
2 OF 2



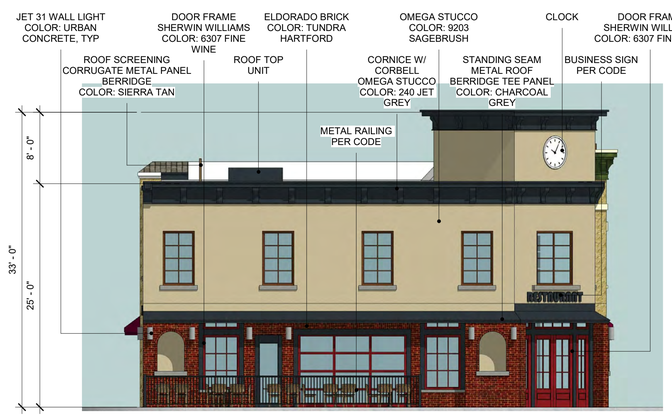
4 BUILDING 1 - REAR ELEVATION

1/8" = 1'-0"



3 BUILDING 1 - SIDE ELEVATION 2

1/8" = 1'-0"



2 BUILDING 1 - SIDE ELEVATION 1

1/8" = 1'-0"



1 BUILDING 1 - FRONT ELEVATION

1/8" = 1'-0"

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
02/03/2024	2	MECH DOORS
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC

5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 1 - ELEVATIONS

SHEET NUMBER

P3.1

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2 BUILDING 2 - REAR ELEVATION

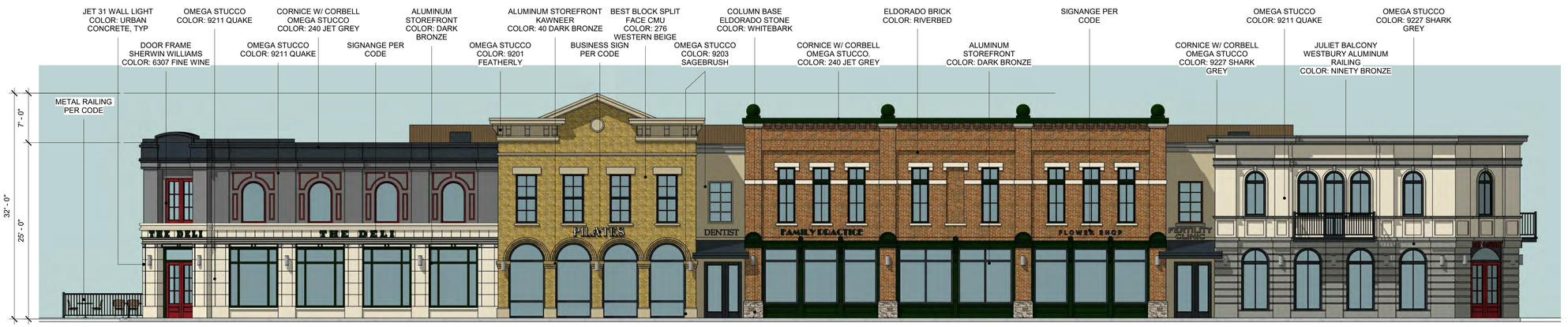
1/8" = 1'-0"

3 BUILDING 2 - SIDE ELEVATION 1

1/8" = 1'-0"

4 BUILDING 2 - SIDE ELEVATION 2

1/8" = 1'-0"



1 BUILDING 2 - FRONT ELEVATION

1/8" = 1'-0"

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
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CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
02/03/2024	2	MECH DOORS
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC

5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 2 - ELEVATIONS

SHEET NUMBER

P3.2

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2 BUILDING 2 - AVERAGE BUILDING HEIGHT
1" = 10'-0"



1 BUILDING 1 - AVERAGE BUILDING HEIGHT
1" = 10'-0"

Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

AVERAGE BUILDING HEIGHT

SHEET NUMBER

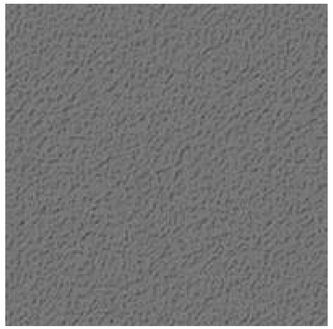
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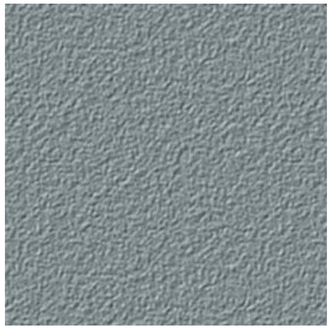
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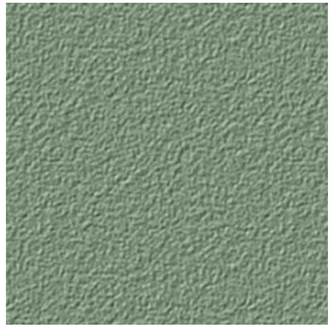
WALL
KWP COMPOSITE BOARD
COLOR: RUSTIC WOOD



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9218 SHADE TREE



WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



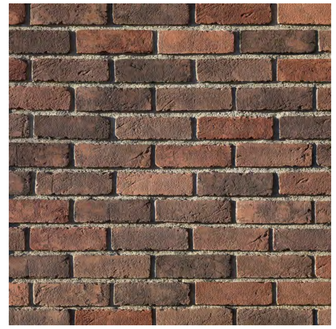
ROOF
GAF SHINGLE
COLOR: TIMBERLINE WEATHEREDWOOD



BUILDING WALLL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



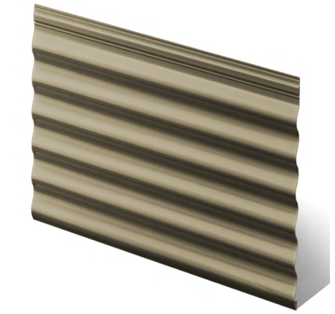
WALL
ELDORADO BRICK
COLOR: TUNDRA HARTFORD



WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



ROOF
STANDING SEAM METAL
BERRIDGE TEE PANEL
COLOR: CHARCOAL GREY



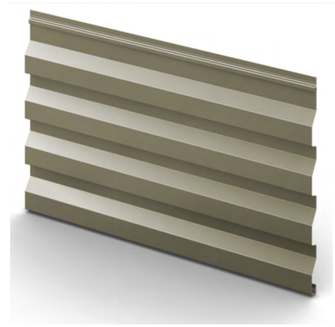
ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE
COLOR: SIERRA TAN



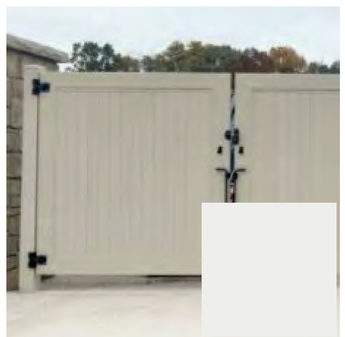
ALUMINUM STOREFRONT
KAWNEER
COLOR: 40 DARK BRONZE



FABRIC AWNINGS
GENERAL AWNINGS
COLOR: NEW YORKER



WALL
BERRIDGE CORRUGATE METAL PANEL
COLOR: BUCKSKIN



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE



BUILDERS EDGE OPERABLE LOUVERED
SHUTTERS
COLOR: WINEBERRY



WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: CARNIVAL RED II



PARAPET CAP
SHERWIN WILLIAMS
COLOR: 6069 FRENCH ROAST

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556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE: 23-026
ISSUE DATE: 08/07/2023
CONCEPT DRAWINGS

REVISIONS

DATE	NO.	DESCRIPTION
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME
BUILDING 1 - MATERIALS BOARD

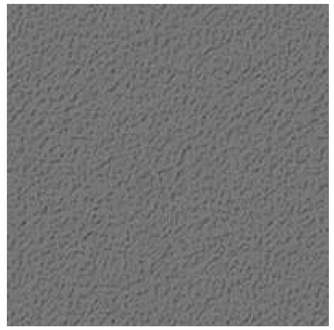
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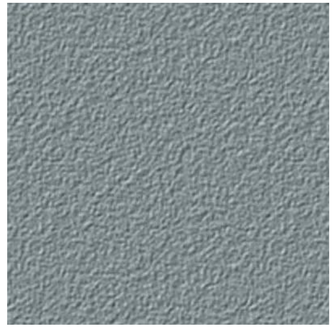
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3/26/2025 10:55:30 AM



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9201 FEATHERLY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



WALL
OMEGA STUCCO.
COLOR: 9211 QUAKE



WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



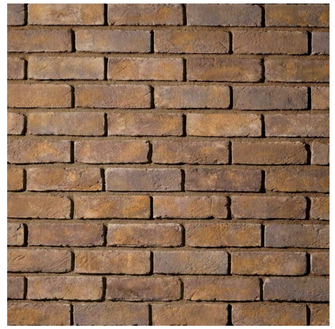
WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



BUILDING WALLL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



WALL
ELDORADO BRICK
COLOR: RIVERBED



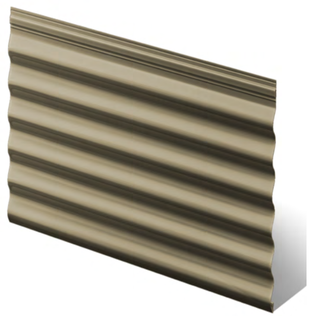
WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



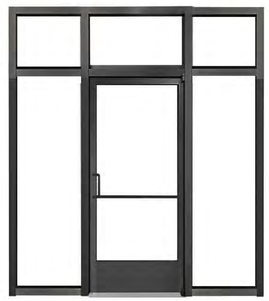
OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: DARK BRONZE ANODIZED



JULIET BALCONY
WESTBURY ALUMINUM RAILING
COLOR: NINETY BRONZE



ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE
COLOR: SIERRA TAN



ALUMINUM STOREFRONT
COLOR: DARK BRONZE



FABRIC AWNINGS
GENERAL AWNINGS
COLOR: CHARCOAL GREY



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 2 - MATERIALS BOARD

SHEET NUMBER

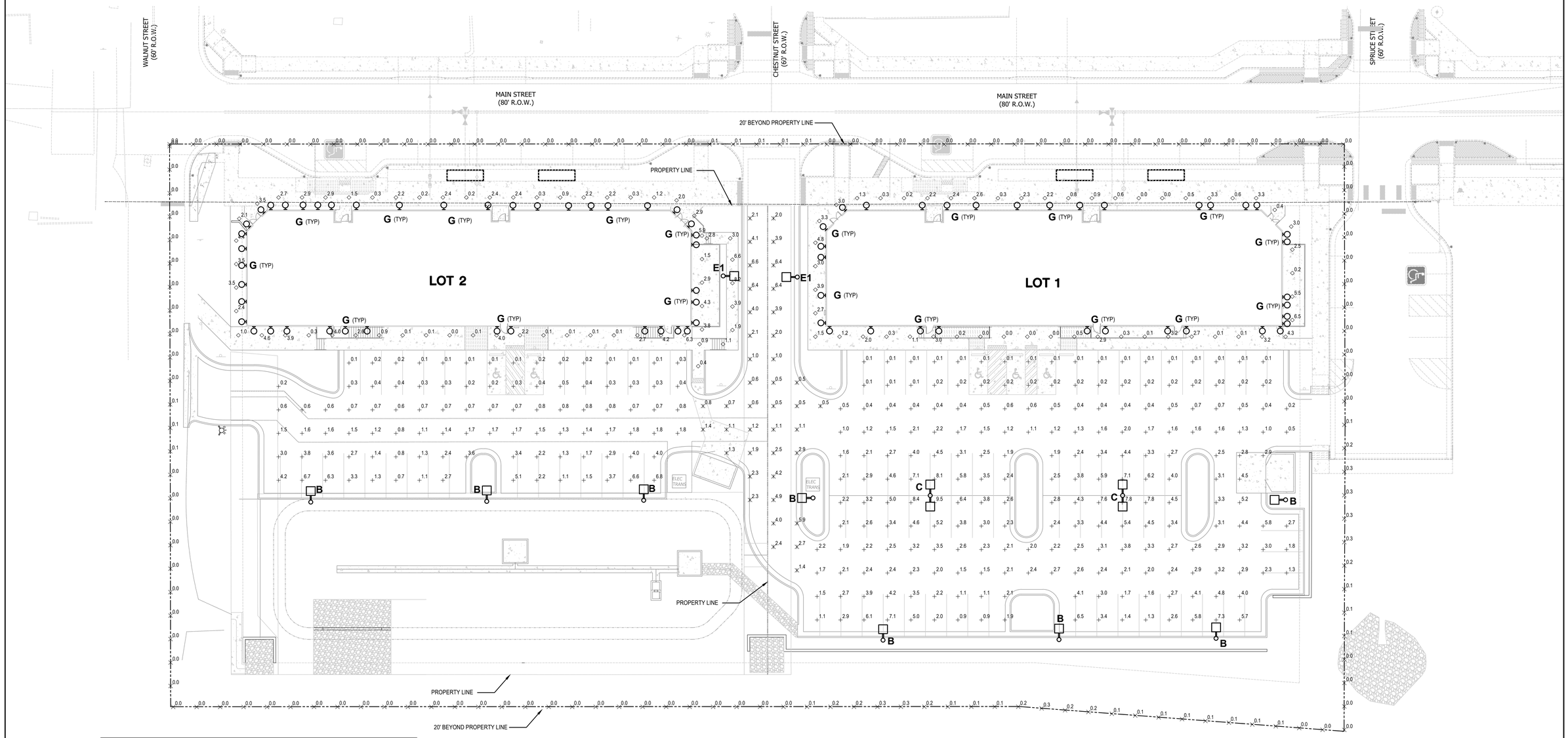
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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



Statistics

Description	Symbol	Avg	Max	Min
Driveway	✳	2.5 fc	6.6 fc	0.5 fc
Parking Lot #1	+	2.4 fc	9.5 fc	0.1 fc
Parking Lot #2	+	1.5 fc	6.8 fc	0.1 fc
Property Line + 20'	×	0.0 fc	0.3 fc	0.0 fc
Sidewalk #1	◇	1.8 fc	6.5 fc	0.0 fc
Sidewalk #2	◇	2.1 fc	6.3 fc	0.0 fc
Sidewalk #2a	◇	3.2 fc	8.2 fc	0.4 fc

N

PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

GENERAL NOTES:

A. NEW AND RELOCATED ITEMS SHOWN AS BOLD

B. ANY PROPOSED LIGHT FIXTURES INSTALLED ON PRIVATE PROPERTY, ADJACENT TO THE PUBLIC ROW, SHALL BE ORIENTED IN SUCH A MANNER OR LIMITED IN LUMEN OUTPUT TO PREVENT GLARE PROBLEMS AND SHALL NOT EXCEED NATIONAL I.E.S. LIGHTING STANDARDS FOR DISABILITY GLARE.

C. PARKING LOT LIGHT POLES ARE LIMITED TO 20 FOOT MAXIMUM (INCLUDING BASE).

DETAIL NOTES

1. ALL CONTROLS WILL BE PER CURRENT IECC CODES ON ANOTHER PROJECT.

0 10 20 40

SCALE: 1"= 20'

IECC 2018
NEC 2023

Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E1.0
15 OF 18

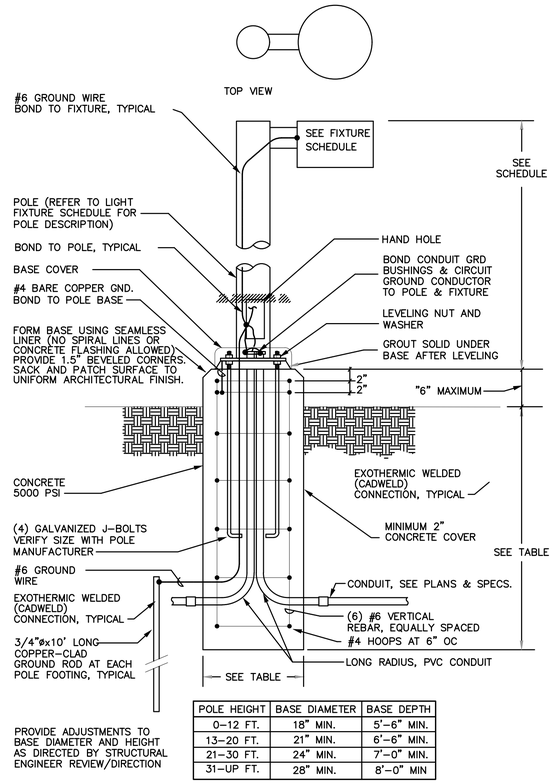
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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

Schedule

Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Height
	B	8	HAM-20002-LC-T4-W30	Hamilton 1 Street and area lighting luminaires	2x24LED 3000K	2	4286	1	73.1	20'-0"
	C	2	HAM-20002-LC-T3-W30	Hamilton 1 Street and area lighting luminaires	2x24LED 3000K	2	4197	1	145.4	20'-0"
	E1	2	HAM-20021-LC-T3-W30	Hamilton 3 Street and area lighting luminaires	24LED 3000K	1	6125	1	53.3	14'-0"
	G	75	UJE-30351-VW-Amber	Jet 31 cylindrical wall light LED	1 LED COB Amber	1	437	1	15	7'-6"



POLE HEIGHT	BASE DIAMETER	BASE DEPTH
0–12 FT.	18" MIN.	5'–6" MIN.
13–20 FT.	21" MIN.	6'–6" MIN.
21–30 FT.	24" MIN.	7'–0" MIN.
31–UP FT.	28" MIN.	8'–0" MIN

NEC: 2023
IECC: 2018
Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

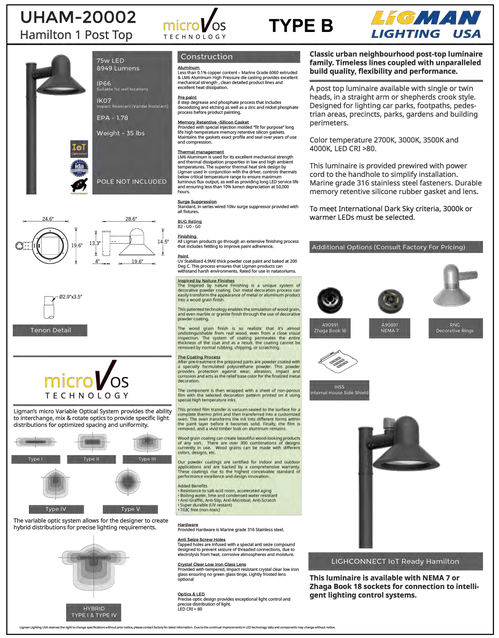
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DESIGNED BY: TE
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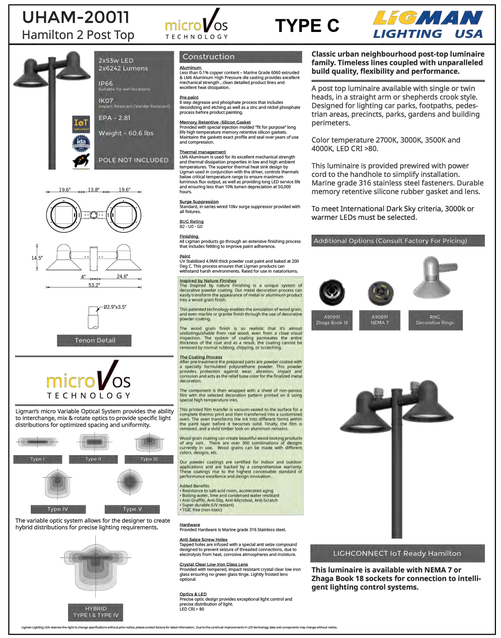
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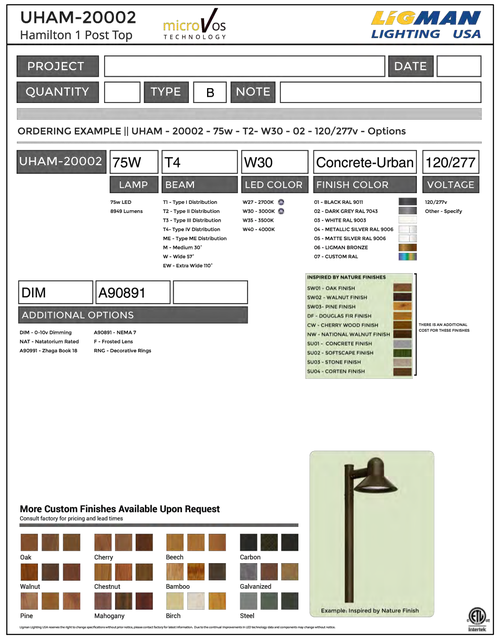
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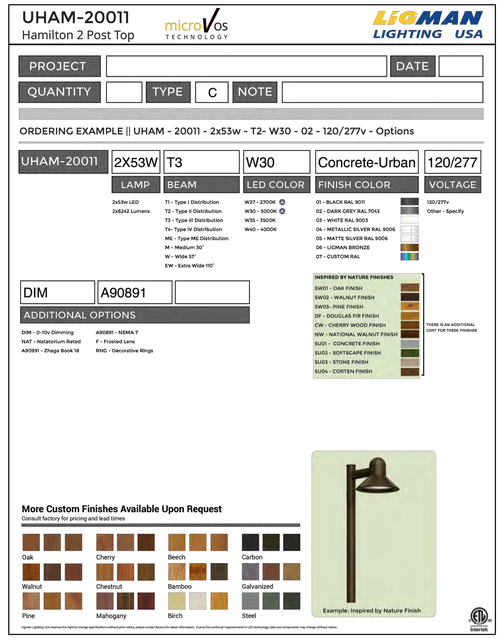
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET









NEC: 2023
IECC: 2018

Primera

COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E3.0
17 OF 18

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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

UHAM-20021
Hamilton 3 Post Top

microVos TECHNOLOGY

TYPE E1

LIGMAN LIGHTING USA



53w LED
6273 Lumens

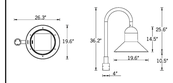
IP66
Suitable for wet locations

IK07
Impact Resistant (Vandal Resistant)

EPA - 1.78

Weight - 31 lbs

POLE NOT INCLUDED





Tenon Detail

Construction

Aluminum.
Less than 0.1% copper content - Marine Grade 6063 extruded aluminum alloy provides corrosion resistance, excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
8 step degrease and phosphate process that includes aluminum cleaning, zinc and nickel phosphate process before product painting.

Memory Retentive - Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LMS Aluminum is used for its excellent mechanical strength and thermal conductivity properties, even at high operating temperatures. The superior thermal heat sink design by Lignan used in conjunction with the driver, controls thermals to help LED components operate at their optimum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard, in series rated 10kv surge suppressor provided with all fixtures.

BUG Rating
B2 - U0 - G0

Finishing.
All Lignan products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint.
Electrostatic 4.5Mil thick powder coat paint and baked at 200 Deg.C. This process ensures that Lignan products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature finishing is a unique system of sublimation printing that is a high definition process that can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the powder and as such the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder contains additives that not only help to prevent rust and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high-temperature inks.

This printed film transfer is vacuum-sealed to the surface for a flawless application. Heat is then applied to the component and it swells. The swell transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products that are far more durable than traditional wood products currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. Lignan powder coats are the highest industry standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt-acid mists, accelerated aging
- Boiling water, lime and condensed water resistant
- Anti-Fungal, Anti-Viral, Anti-Microbial, Anti-Scratch
- Super durable (UV fx resins)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Clear Lens
Tempered, heat strengthened, impact resistant crystal clear low iron glass ensuring no green glass tinge. Lightly frosted lens optional

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Classic urban neighbourhood post-top luminaire family. Timeless lines coupled with unparalleled build quality, flexibility and performance.

A post top luminaire available with single or twin heads, in a straight arm or shepherds crook style. Designed for lighting car parks, footpaths, pedestrian areas, precincts, parks, gardens and building perimeters.

Color temperature 2700K, 3000K, 3500K and 4000K, LED CRI >80.

This luminaire is provided prewired with power cord to the handhole to simplify installation. Marine grade 316 stainless steel fasteners. Durable memory retentive silicone rubber gasket and lens.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected.

Additional Options (Consult Factory For Pricing)



A90201
Zhaga Book 18



A90381
NEMA 7

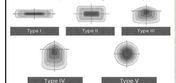


LIGHCONNECT IoT Ready Hamilton

This luminaire is available with NEMA 7 or Zhaga Book 18 sockets for connection to intelligent lighting control systems.

microVos TECHNOLOGY

Lignan's micro Variable Optical System provides the ability to interchange, mix & rotate optics to provide specific light distributions for optimized spacing and uniformity.



The variable optic system allows for the designer to create hybrid distributions for precise lighting requirements.



HYBRID
TYPE I & TYPE IV

Lignan Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

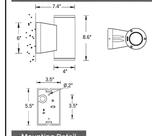
UJE-30351
Jet 31 Cylindrical Surface

TYPE G

LIGMAN LIGHTING USA



15w COB 1618 Lumens
IP65 • Suitable For Wet Locations
IK08 • Impact Resistant (Vandal Resistant)
Weight 4.8 lbs



Mounting Detail

Construction

Aluminum.
Less than 0.1% copper content - Marine Grade 6063 extruded aluminum alloy provides corrosion resistance, excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
8 step degrease and phosphate process that includes aluminum cleaning, zinc and nickel phosphate process before product painting.

Memory Retentive - Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LMS Aluminum is used for its excellent mechanical strength and thermal conductivity properties, even at high operating temperatures. The superior thermal heat sink design by Lignan used in conjunction with the driver, controls thermals to help LED components operate at their optimum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B1 - U0 - G0 (NL)
B2 - U0 - G0 (IL, NJ, NE)

Finishing.
All Lignan products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint.
Electrostatic 4.5Mil thick powder coat paint and baked at 200 Deg.C. This process ensures that Lignan products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature finishing is a unique system of sublimation printing that is a high definition process that can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the powder and as such the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder contains additives that not only help to prevent rust and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high-temperature inks.

This printed film transfer is vacuum-sealed to the surface for a flawless application. Heat is then applied to the component and it swells. The swell transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products that are far more durable than traditional wood products currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. Lignan powder coats are the highest industry standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt-acid mists, accelerated aging
- Boiling water, lime and condensed water resistant
- Anti-Fungal, Anti-Viral, Anti-Microbial, Anti-Scratch
- Super durable (UV fx resins)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

High Impact UV Stabilized Polycarbonate Lens
Manufactured with Ultra High Impact, UV Stabilized Injection Molded Polycarbonate.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen - Maintenance Life
L90 B10 at 50,000 hours (This means that at least 90% of the LED still achieve 90% of their original flux)

Cylindrical or rectangular form surface wall-mounted downlight. High performance, high output and numerous options ensure Jet can be configured for any application.

Wall luminaires with a selection of light distributions and LED wattages, that include; narrow, medium, wide, very wide and elliptical light distributions. The Jet offers a variety of beam spread options that facilitates wider spacing and even light distribution between the light fixtures. The up/down light versions can be manufactured using different beam spreads for the up and down optics as well as different wattages upon request.

Mounting plate for 3" junction box is provided with the fixture. A 4" junction box mounting plate is available as an option, please specify. Matching surface mount conduit boxes are available as an option.

Custom round pole adapters can be manufactured to suit specific pole diameters for column mounting applications. Please contact the factory for more information.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected and luminaire fix mounted (+/- 15° allowable to permit leveling).

Additional Options (Consult Factory For Pricing)

SCBT
Surface Conduit Box Trim

NOTE: This trim covers a shallow single gang surface mount junction box (Provided by contractor)
Recommended: Hubbell - S5750I - Weatherproof Box, Five 1/2" in. Threaded Outlets or - S5750I-T - Using Weatherproof Box, Five 3/4 in. Threaded Outlets





Example. Inspired by Nature Finish

Lignan Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UHAM-20021
Hamilton 3 Post Top

microVos TECHNOLOGY

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE E1	NOTE

ORDERING EXAMPLE || UHAM - 20021 - 53w - T2- W30 - 02 - 120/277v - Options

UHAM-20021	53W	T3	W30	Concrete-Urban	120/277
	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE

LAMP: 53w LED, 6273 Lumens

BEAM: T1 - Type I Distribution; T2 - Type II Distribution; T3 - Type III Distribution; T4- Type IV Distribution; ME – Type ME Distribution; M – Medium 30°; W – Wide 37°; EW – Extra Wide 110°

LED COLOR: W27 - 2700K; W30 - 3000K; W35 - 3500K; W40 - 4000K

FINISH COLOR: 01 - BLACK RAL 9011; 02 - DARK GREY RAL 7043; 03 - WHITE RAL 9003; 04 - METALLIC SILVER RAL 9006; 05 - MATTE SILVER RAL 9006; 06 - LIGMAN BRONZE; 07 - CUSTOM RAL

VOLTAGE: 120/277v; Other - Specify

DIM	A90891	

ADDITIONAL OPTIONS

DIM - 0-10v Dimming
NAT - Natatorium Rated
A90991 - Zhaga Book 18
A90891 - NEMA 7
F - Frosted Lens

INSPIRED BY NATURE FINISHES
SW01 - OAK FINISH
SW02 - WALNUT FINISH
SW03- PINE FINISH
DF - DOUGLAS FIR FINISH
CW - CHERRY WOOD FINISH
NW - NATIONAL WALNUT FINISH
SU01 - CONCRETE FINISH
SU02 - SOFTSCAPE FINISH
SU03 - STONE FINISH
SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

More Custom Finishes Available Upon Request
Consult factory for pricing and lead times





Example. Inspired by Nature Finish

Lignan Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UJE-30351
Jet 31 Cylindrical Surface

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE G	NOTE

ORDERING EXAMPLE || UJE - 30351 - 15w - M - W30 - 02 - 120/277v - Options

UJE-30351	15W	W	W30	Concrete-Urban	120/277
	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE

LAMP: 15w COB, 1618 Lumens

BEAM: N – Narrow 20°; M – Medium 24°; W – Wide 56°; VW – Very Wide 71°

LED COLOR: W27 - 2700K; W30 - 3000K; W35 - 3500K; W40 - 4000K

FINISH COLOR: 01 - BLACK RAL 9011; 02 - DARK GREY RAL 7043; 03 - WHITE RAL 9003; 04 - METALLIC SILVER RAL 9006; 05 - MATTE SILVER RAL 9006; 06 - LIGMAN BRONZE; 07 - CUSTOM RAL

VOLTAGE: 120/277v; Other - Specify

DIM	REMG		

ADDITIONAL OPTIONS

NAT – Natatorium Rated
SCBT – Surface Conduit Box Trim
REMG – Remote Emergency Battery Pack
HGT – Custom Height
DIM – 0-10v Dimming
HGT – Custom Height
4MB – 4" Junction Box Mounting Plate
F – Frosted Lens
RPA – Round Pole Adapter

INSPIRED BY NATURE FINISHES
SW01 - OAK FINISH
SW02 - WALNUT FINISH
SW03 - PINE FINISH
DF - DOUGLAS FIR FINISH
CW - CHERRY WOOD FINISH
NW - NATIONAL WALNUT FINISH
SU01 - CONCRETE FINISH
SU02 - SOFTSCAPE FINISH
SU03 - STONE FINISH
SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

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Example. Inspired by Nature Finish

Lignan Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

NEC: 2023
IECC: 2018

Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E4.0
18 OF 18

P:\2025\20250089.00\20250089.00 E102x SDP.dwg, 3/26/2025 2:53:30 PM, DWG To PDF.pc3

SITE PLAN AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2026, by and between the Town of Elizabeth, Colorado, a municipal corporation (the "Town"), and Main Street Station Elizabeth, a Colorado limited liability company (the "Developer").

RECITALS:

WHEREAS, the Developer is the owner of certain real property located in the Town of Elizabeth known as Main Street Station, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property");

WHEREAS, the Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the site plan for the Property in accordance with Article II of Chapter 16 of the Town of Elizabeth Municipal Code. A copy of the site plan is attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, the approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon approval of the site plan for the Property (the "Project"). All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the site plan of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs.

b. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions.

a. The Developer hereby agrees to construct the following public improvements prior to the issuance of a building permit for the Property:

i. The paving and flatwork for the Walnut Street right-of-way as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

ii. The Storm Sewer improvements in Walnut Street as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

iii. The Storm Sewer improvements in Chestnut Street as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

iv. The associated erosion control measures as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference;

v. Developer shall pay **$32,726.66** as its proportionate share of the 2025 improvement of Spruce Street. Such amount shall be paid prior to the issuance of the first building permit for the Project; and

vi. Landscaping improvements as more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference.

b. In addition to the specific public improvement obligations set forth in Paragraph 3.a. above, the Town and the Developer further agree as follows regarding certain Town fees applicable to the Project:

i. Water Tap Fee Credit. The Town and the Developer agree that the water tap fee applicable to this Project is and shall be subject to a credit and offset in the amount equal to the current tap fee for a two-inch (2") commercial tap fee.

ii. Renewable Water Resource Fee. The Parties agree that Ordinance 07-01 establishing a Renewable Resource Fee is inapplicable to the Property due to the timing of the initial purchase of the water tap.

iii. Sewer Tap Fees. The Town and the Developer agree that the sewer tap fee applicable to this Project, as determined pursuant to Town Resolution 23R37, shall be offset in the amount of Three Thousand Dollars ($3,000.00) against the EQR of the proposed development ("Sewer Tap Credit"). The Sewer Tap Credit shall be applied by the Town at the time of purchasing the sewer tap fee for the Property; and

iv. Development Impact Fees. The Town and the Developer further agree that because a complete application for the Project was submitted by

Developer prior to the adoption of Article VIII of Chapter 4 of the Town of Elizabeth Municipal Code, the Developer shall not be subject to those Development Impact Fees enacted by the Town after Developer's submittal of such complete application.

4. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Board of Trustees shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances as the Town deems necessary to protect the public health, safety and welfare; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

5. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the site plan, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the site plan, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the site plan and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

6. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

7. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 3 of this Agreement, including the inspections hereof, shall be performed on or before two years from the date the Performance Guarantee as required by Section 10 of this Agreement is provided by Developer, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 9; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

8. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

9. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary

acceptance by the Town, as provided above. Upon completion of construction and conformity with the site plan and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

10. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to issuance of any building permit on the Property, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibit C**, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the site plan by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within one hundred and eighty (180) days of the Developer's assignment of this Agreement, and no later than a total of one (1) year from the date of execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the site plan. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in **Exhibit C**. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in paragraph 4 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 7 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the

Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

11. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 10 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

12. Vested Rights. The Developer shall cause the Project to be developed consistent with this Site Plan. In consideration of the performance of this Agreement and the financial commitment by the Developer expressed herein, the parties agree that the approvals herein shall be designated as a site specific development plan within the meaning of Article V of Chapter 16 of the Elizabeth Municipal Code, and shall be vested for a period of three (3) years from the date of completion of the Public Improvements required in Paragraph 3 hereunder ("Vested Period'). During this Vested Period, the Town agrees that it shall not take any action to modify, amend, delete or otherwise change the Site Plan for the Property without the written consent of the Developer. In the event Developer or Developer's assignee does not post a Performance Guarantee as required by this Agreement, such failure shall constitute a forfeiture of such vested rights consistent with Section 16-5-50 of the Town of Elizabeth Municipal Code.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable

expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

22. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town:	Town of Elizabeth Attn: Town Administrator 151 S. Banner Street Elizabeth, Colorado 80107
With copy to:	Corey Y. Hoffmann, Esq. Hoffmann, Parker, Wilson & Carberry, P.C. 511 16th Street, Suite 610 Denver, Colorado 80202
Notice to Developer:	Troy Berget 5369 Grand Fir Way Parker, CO 80134 Email: troyberget@gmail.com
With copy to:	Jack E. Reutzel, Esq. Fairfield and Woods, P.C. 1801 California Street, #2600 Denver, CO 80202 Email: jreutzel@fwlaw.com

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

25. Assignment or Assignments. Assignment of this Agreement by the Developer shall only be permitted with the consent of the Board of Trustees, which consent shall not be reasonably withheld, with such consent based on a demonstration of the financial assurances of the Developer's assignee to perform the obligations required hereunder.

26. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Site Plan Agreement. The Developer and the undersigned

individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

APPROVED AS TO FORM:

_____
Corey Y. Hoffmann, Town Attorney

DEVELOPER:
MAIN STREET STATION ELIZABETH, LLC
a Colorado limited liability company

By: _____
Troy Berget, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT A (legal description)

Part of Section 18, T. 8 S, R. 64 W, 6th p.m. Town of Elizabeth, County of Elbert, State of Colorado, Lots 1 & 2, Main Street Station Minor Subdivision

EXHIBIT B

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

GENERAL SITE DATA

ZONING:	DOWNTOWN
CURRENT USE:	VACANT
PROPOSED USE:	COMMERCIAL MIXED USE
PROPERTY AREA:	92,497 SF - 2.12 ACRES
DISTURBED AREA(LOC)	2.15 ACRES
LATITUDE:	39° 21' 30" N
LONGITUDE:	104° 35' 41" W

GENERAL SITE DATA:

LOT 1 - (PHASE 1)

AREA:	1.07 AC (46,813 SF)
# BLDGS:	1
GROSS FLOOR AREA:	18,575 SF (39.7%)
UNDER ROOF COVERAGE:	9,305 SF (20.0%)
BLDG HEIGHT:	28'-3/4"
USE:	FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS

LOT 2 - (PHASE 2)

AREA:	1.05 AC (45,684 SF)
# BLDGS:	1
GROSS FLOOR AREA:	27,470 SF (60.1%)
UNDER ROOF COVERAGE:	9,180 SF (20.0%)
BLDG HEIGHT:	24'-6"
USE:	FLOOR 1 - MIXED USE COMMERCIAL FLOOR 2 - PROFESSIONAL, COMMERCIAL, OR BUSINESS OFFICES / PERSONAL SERVICES ESTABLISHMENT OR UP TO 9 RESIDENTIAL DWELLING UNITS

PARKING TOTALS

TOTAL STALLS	110
STANDARD STALLS	105
TOTAL ADA STALLS	5
VAN ADA STALLS	2

PHASE 1

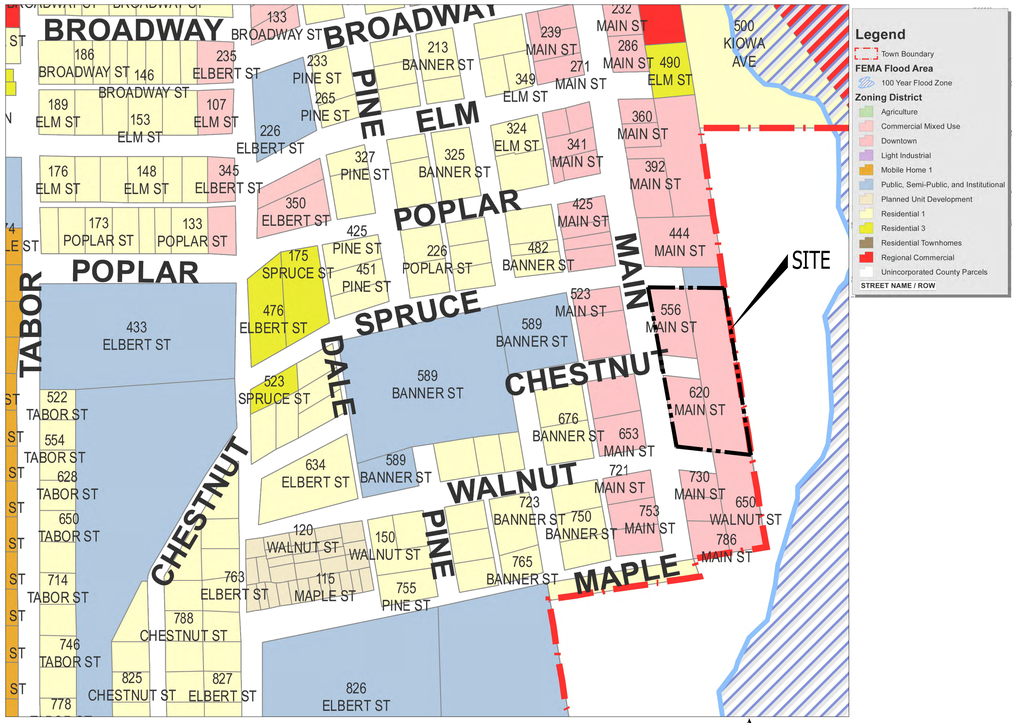
TOTAL STALLS	76
STANDARD STALLS	73
TOTAL ADA STALLS	3
VAN ADA STALLS	1

PHASE 2

TOTAL STALLS	34
STANDARD STALLS	32
TOTAL ADA STALLS	2
VAN ADA STALLS	1

DT ZONING DISTRICT DIMENSIONAL STANDARDS

BLDG HEIGHT:	30' MAX. HEIGHT
BLDG SETBACKS:	0' - FRONT-PUBLIC RIGHT OF WAY 5' - REAR 0' - INTERIOR SIDE 5' - STREET SIDE-PUBLIC RIGHT OF WAY
MIN. LOT SIZE:	800 SF
REQUIRED:	
MIN. VEGETATIVE AREA	5%
PROVIDED:	
MAX. PROVIDED LOT COVERAGE: UNDER ROOF	20.0%
VEGETATIVE AREA	27.7%



VICINITY MAP
SCALE: 1" = 200'-0"
SECTION-18 TOWNSHIP-8 S RANGE-64 W

N

LEGAL DESCRIPTION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION

BASIS OF BEARING & BENCHMARKS

NGS BENCHMARK DESIGNATION X336, PID: KK0308, USGS QUAD: ELIZABETH (1994) LAT: 39.36186 (Dec.) LONG: 104.60664 (Dec.). ELEVATION: 6571.77'

CONTACTS

OWNER/APPLICANT:	MAIN STREET STATION ELIZABETH LLC 5369 GRAND FIR WAY PARKER, CO 80134 CONTACT: TROY BERGET (303) 507-4064
CIVIL ENGINEER:	ROTH LANG ENGINEERING GROUP, LLC 6855 S. HAVANA ST. SUITE 600 CENTENNIAL, CO 80112 CONTACT: KEVIN ROTH, P.E. (303) 841-9365
ARCHITECT:	ALAN LI ARCH DESIGN ALANLI.ARCHDESIGN@GMAIL.COM CONTACT: ALAN LI (312) 928-9985
LANDSCAPE ARCH:	WESTERN LANDS LLC 11038 TWENTY MILE ROAD PARKER, CO 80134 CONTACT: TOM ROBERTS (720) 936-9973
ELECTRICAL ENGINEER:	PRIMERA ENGINEERS LTD. 7822 S. WHEELING COURT SUITE B ENGLEWOOD, CO 80112 CONTACT: THOM EVERT (303) 696-1257

SHEET INDEX

C1.0 (1 OF 18)	COVER SHEET
C2.0 (2 OF 18)	SITE DIMENSION PLAN
C3.0 (3 OF 18)	SITE UTILITY PLAN
C4.0 (4 OF 18)	SITE GRADING PLAN - PHASE 1
C5.0 (5 OF 18)	SITE GRADING PLAN - PHASE 2
C6.0 (6 OF 18)	SITE CROSS SECTIONS
C7.0 (7 OF 18)	TRASH ENCLOSURE DETAILS
L1.0 (8 OF 18)	LANDSCAPE PLAN
L2.0 (9 OF 18)	LANDSCAPE DETAILS & NOTES
P3.1 (10 OF 18)	BUILDING 1 ELEVATIONS
P3.2 (11 OF 18)	BUILDING 2 ELEVATIONS
P3.3 (12 OF 18)	AVERAGE BUILDING HEIGHT
P7.1 (13 OF 18)	BUILDING 1 MATERIALS
P7.2 (14 OF 18)	BUILDING 2 MATERIALS
E1.0 (15 OF 18)	PHOTOMETRIC PLAN
E2.0 (16 OF 18)	PHOTOMETRIC DETAILS & SCHEDULE
E3.0 (17 OF 18)	LIGHT FIXTURE CUTSHEETS
E4.0 (18 OF 18)	LIGHT FIXTURE CUTSHEETS

APPLICANT/DEVELOPER SIGNATURE BLOCK

MAIN STREET STATION ELIZABETH LLC *DATE*

DATE OF PREPARATION: 03-18-2025

ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

COVER SHEET
SHEET NUMBER: C1.0
1 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

KEY:

1. ENTRY DOOR
2. STAIRS W/ HANDRAIL
3. PROPOSED ADA RAMP
4. PROPOSED ADA SIGN (TYP)
5. PROPOSED RAMP W/ HANDRAIL
6. TURNDOWN SIDEWALK
7. PROPOSED 2018 IFC FIRE LANE SIGN TYPE "C" SEE DETAIL ON THIS SHEET
8. LANDSCAPED ISLAND

SIGN TYPE "C"



NOTES:

1. ALL CURB RADIUS ARE 5-FT UNLESS OTHERWISE INDICATED.
2. ALL CURB AND GUTTER IS 6" VERTICAL WITH 2' PAN UNLESS OTHERWISE INDICATED.
3. ALL PARKING AND DRIVE SURFACES ARE ASPHALT UNLESS INDICATED.
4. ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT.
5. STRUCTURAL DESIGN OF SITE WALLS TO BE PROVIDED WITH THE BUILDING PERMIT APPLICATIONS.

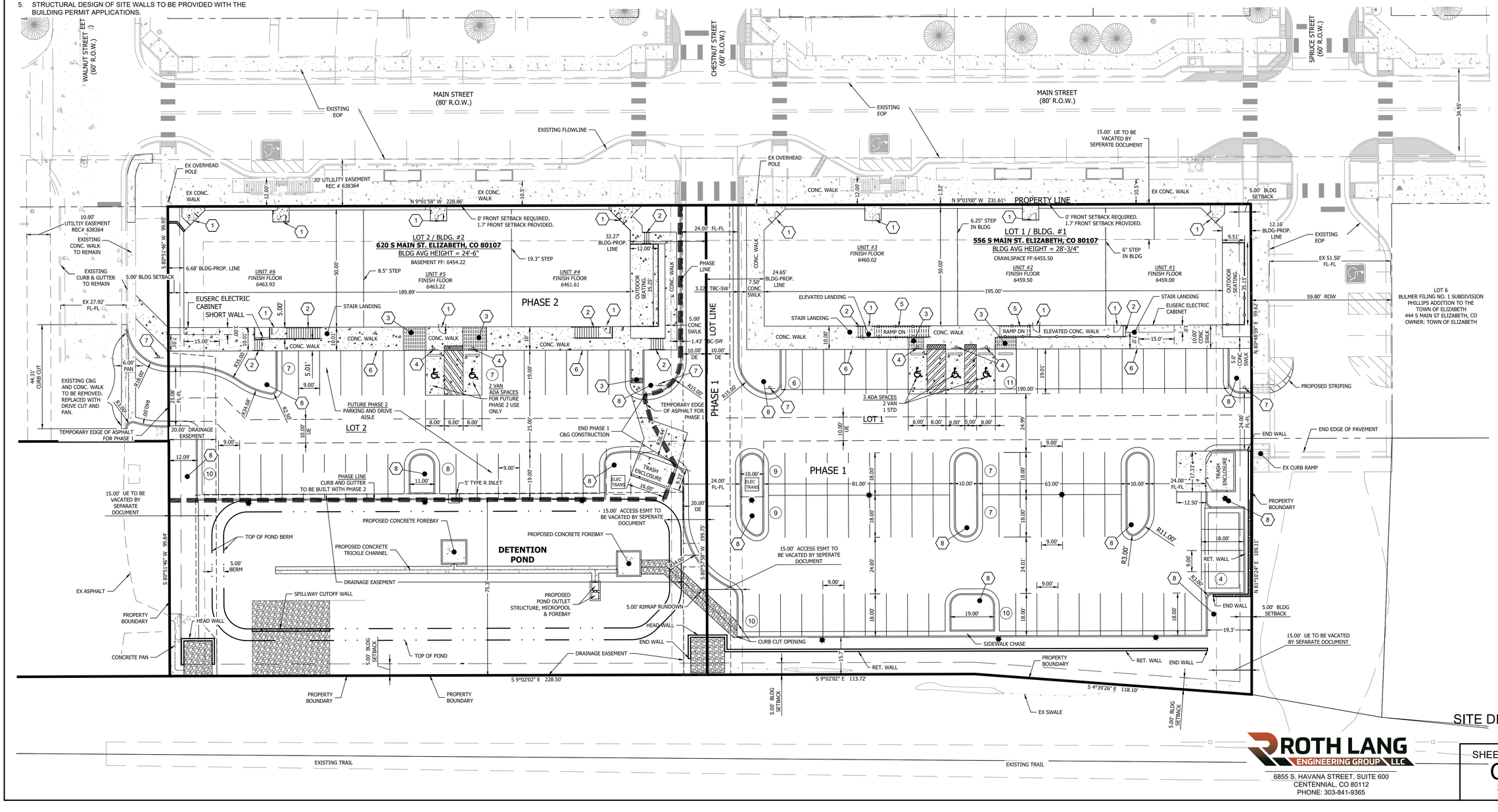
PARKING SUMMARY TABLES:

PHASE 1 PARKING TOTAL		PHASE 2 PARKING TOTAL		PROJECT PARKING TOTAL	
STANDARD SPACES	73	STANDARD SPACES	32	STANDARD SPACES	105
ADA SPACES	3	ADA SPACES	2	ADA SPACES	5
VAN ADA SPACE	1	VAN ADA SPACE	1	VAN ADA SPACE	2
TOTAL SPACES	76	TOTAL SPACES	34	TOTAL SPACES	110

GRAPHIC SCALE 1"=20'
20 0 20 40 60

HATCHING LEGEND

- ACCESSIBLE RAMP
- CONCRETE PAVING
- RIPRAP / GRAVEL
- TRUNCATED DOMES



SITE DIMENSION PLAN

ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SHEET NUMBER: C2.0
2 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

REQUIRED FIRE FLOWS

BUILDING	FIRE AREA	REQ'D FLOW	MIN. # OF HYD.
BLDG #1 (II-B)	18,575 SF	3,000 GPM*	3
BLDG #2 (IIB)	27,470 SF	3,500 GPM*	4

* ALLOWABLE REDUCTION FOR FIRE SPRINKLER = 25% OR REQUIREMENT. (IFC 2018 TABLE B105.2

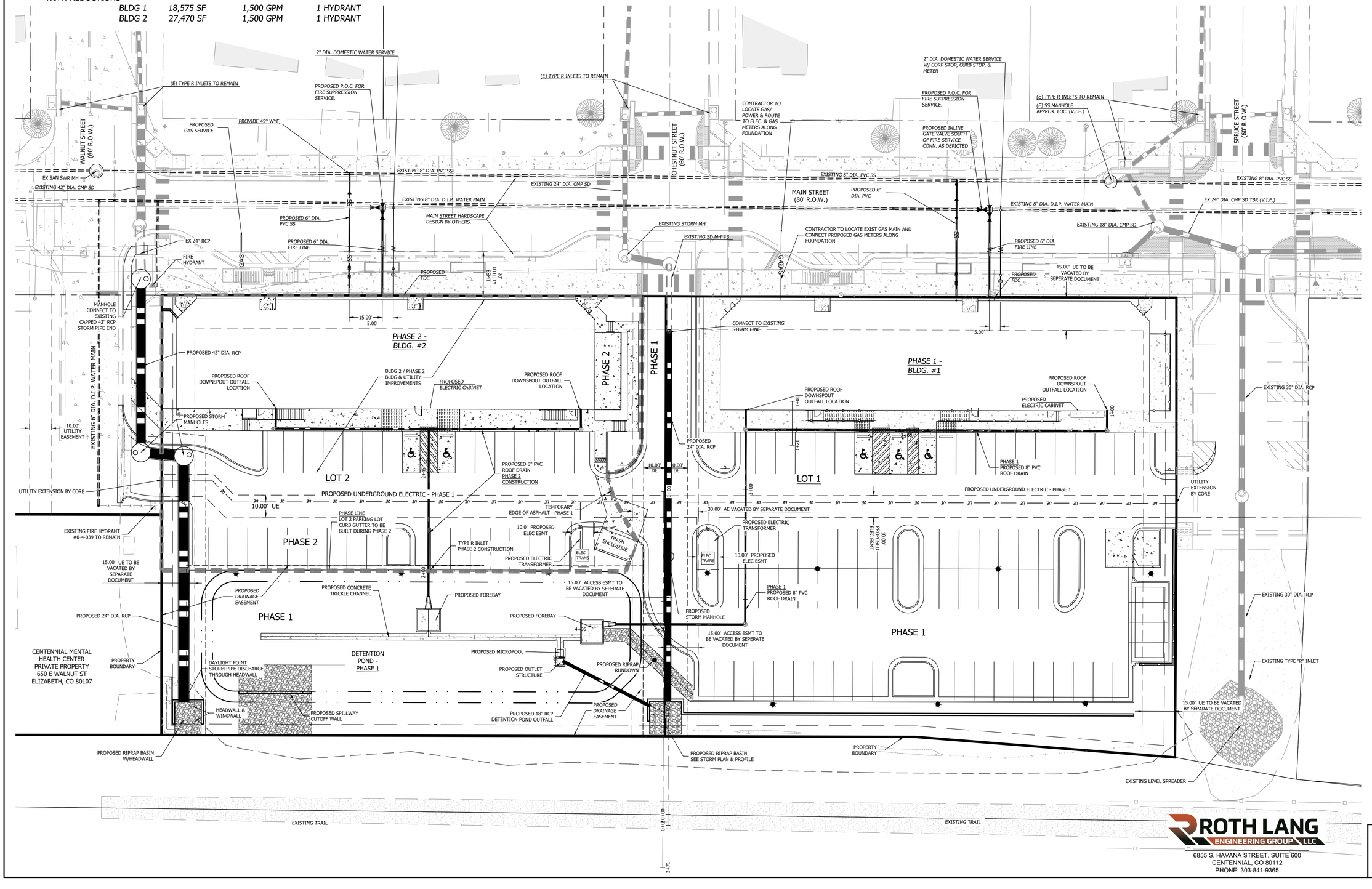
BLDG 1 3,000 * 25% = 750. MIN ALLOWED = 1500 GPM
BLDG 2 3,500 * 25% = 875 MIN ALLOWED= 1500 GPM

WITH REDUCTIONS

BLDG 1	18,575 SF	1,500 GPM	1 HYDRANT
BLDG 2	27,470 SF	1,500 GPM	1 HYDRANT

NOTE: ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT

GRAPHIC SCALE 1"=20'
20 0 20 40 60



SITE UTILITY PLAN

SHEET NUMBER: C3.0
3 OF 18

ROTH LANG ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

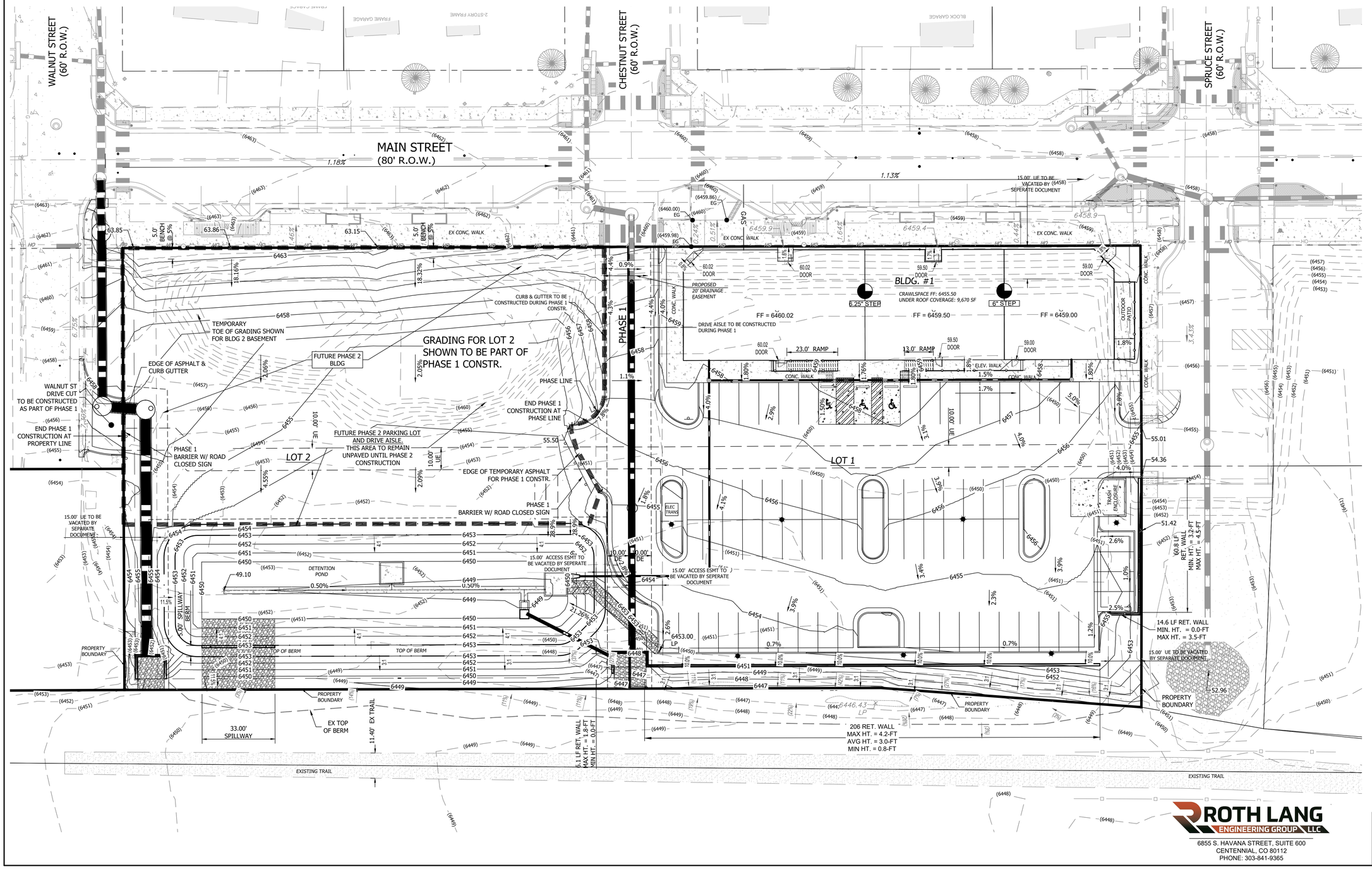
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

EARTHWORK SUMMARY:
LOT 1 PHASE 1: 8,068 CY FILL (IMPORT)
LOT 2 PHASE 1: 3,652 CY CUT (EXPORT) (INTERIM GRADING)
PHASE 1 TOTAL: 4,416 CU YD FILL (IMPORT)
POND VOLUME: 0.54 AC FT

NOTE: ALL NEW EASEMENTS ARE TO BE DEDICATED BY SEPARATE DOCUMENT

20 0 20
HORIZONTAL SCALE: 1" = 20'



ROTH LANG ENGINEERING GROUP, LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE GRADING PLAN - PHASE 1

SHEET NUMBER:
C4.0
4 OF 18

SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

EARTHWORK:
LOT 2 PHASE 2: 966 CY FILL (IMPORT) (FINAL GRADING)

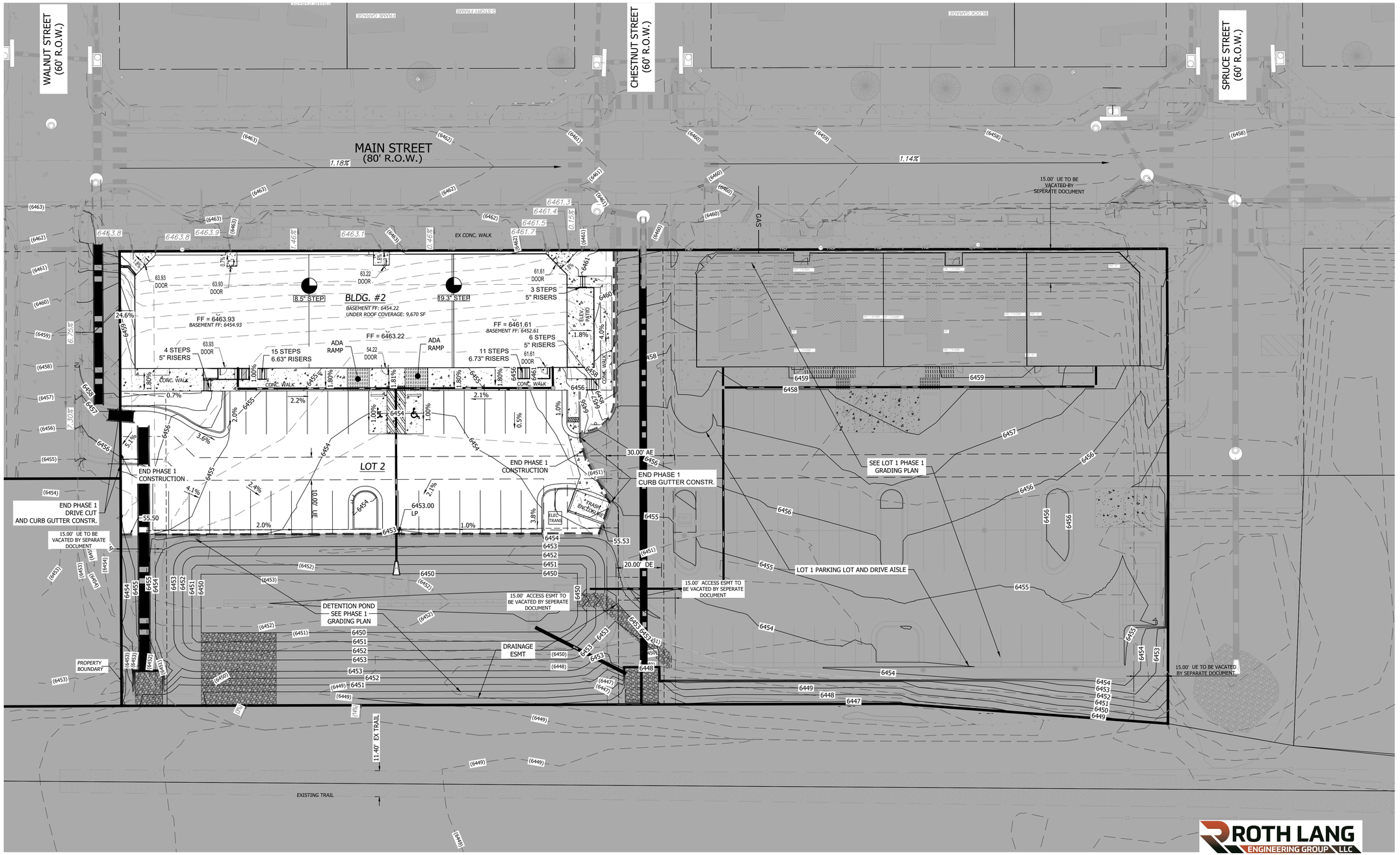
KEY:

AREA OUTSIDE OF PHASE LIMITS

NOTE: NEW EASEMENTS TO BE DEDICATED BY SEPARATE DOCUMENT

N

20 0 20
HORIZONTAL SCALE: 1" = 20'



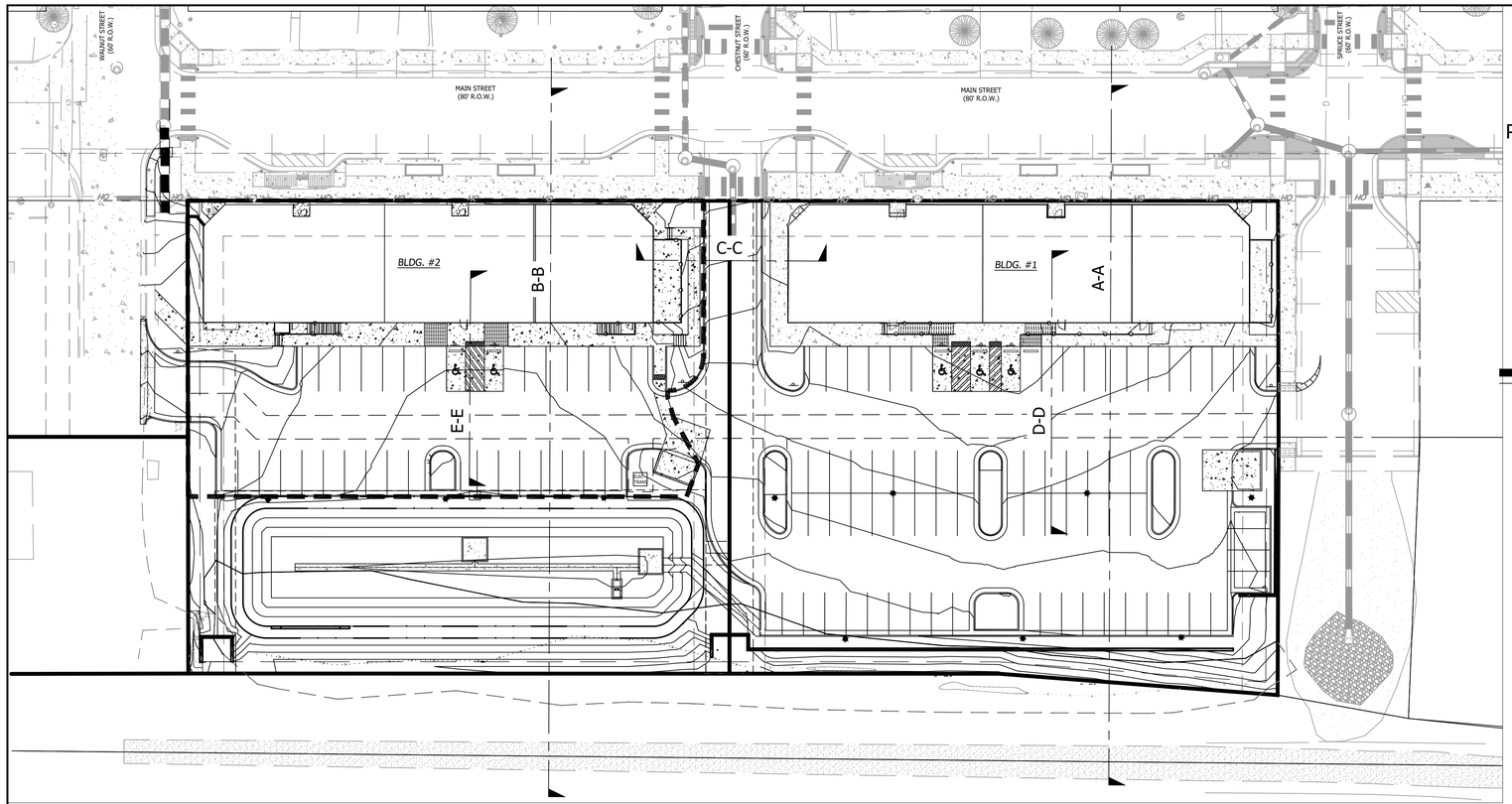
ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE GRADING PLAN - PHASE 2

SHEET NUMBER:
C5.0
5 OF 18

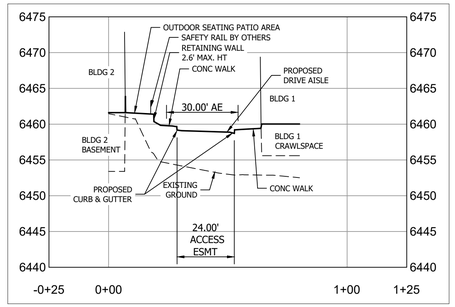
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
+/- 2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

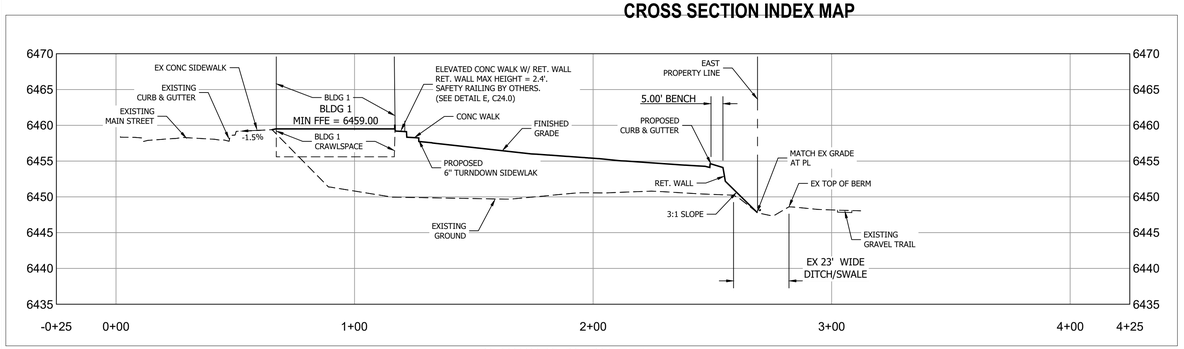


CROSS SECTION INDEX MAP

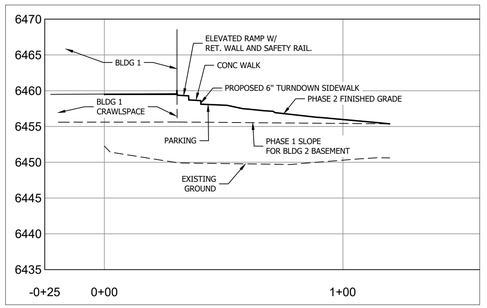
GRAPHIC SCALE 1"=30'
30 30 60 90



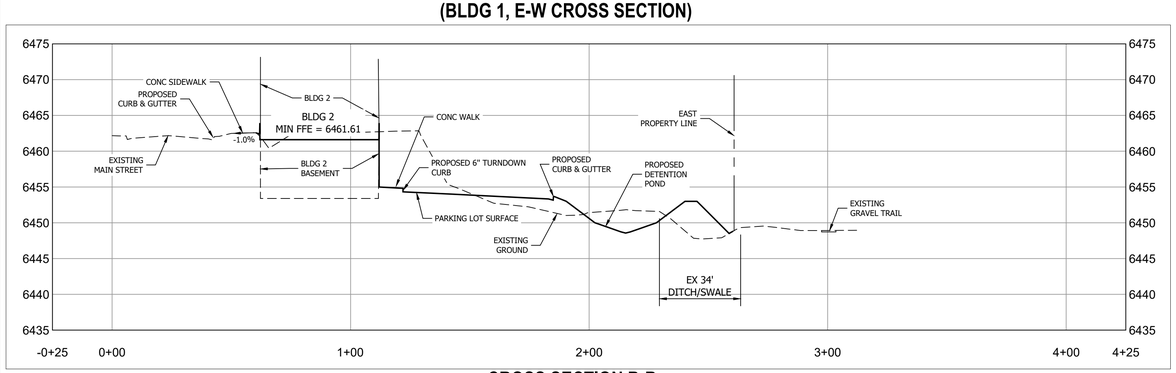
CROSS SECTION C-C
(BETWEEN BUILDINGS)



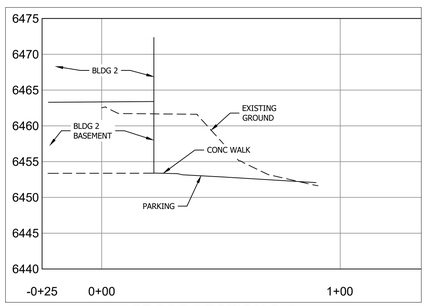
CROSS SECTION A-A
(BLDG 1, E-W CROSS SECTION)



CROSS SECTION E-E
(BLDG 2 REAR ENTRANCE)



CROSS SECTION B-B
(BLDG 2, E-W CROSS SECTION)



CROSS SECTION D-D
(BLDG 1 REAR ENTRANCE)

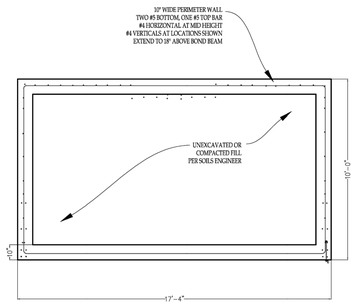
ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SITE CROSS SECTIONS

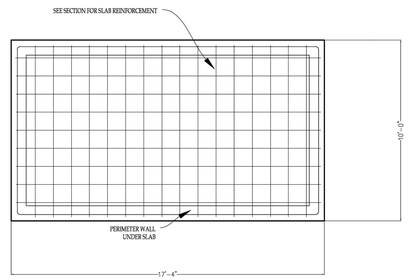
SHEET NUMBER:
C6.0
6 OF 18

SITE PLAN
FOR
MAIN STREET STATION

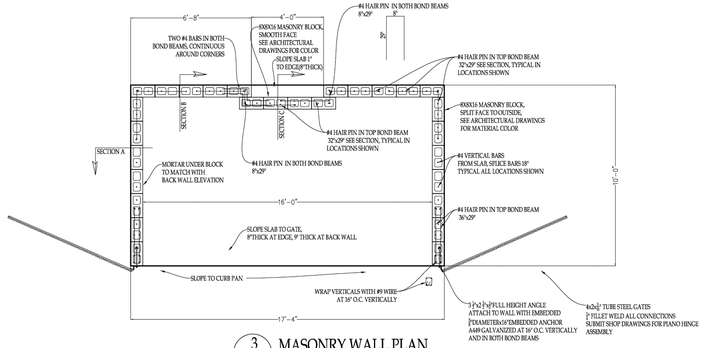
PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



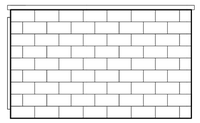
1 FOUNDATION WALL PLAN



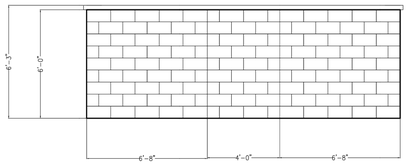
2 SLAB PLAN



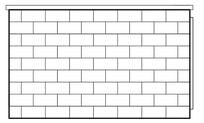
3 MASONRY WALL PLAN



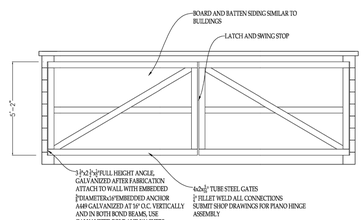
4 RIGHT SIDE ELEVATION



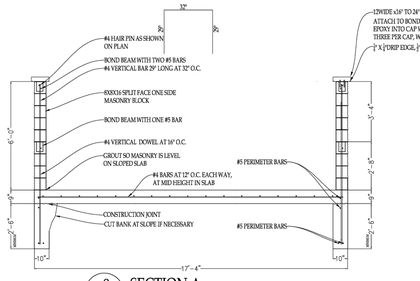
5 REAR ELEVATION



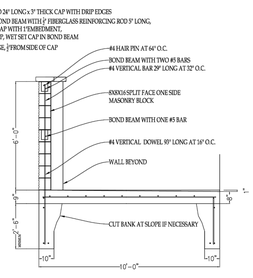
6 LEFT SIDE ELEVATION



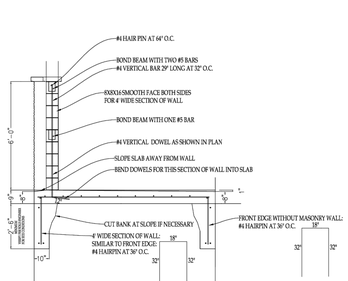
7 FRONT ELEVATION



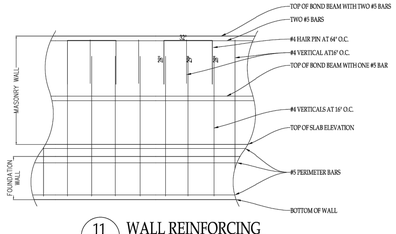
8 SECTION A



9 SECTION B



10 SECTION C



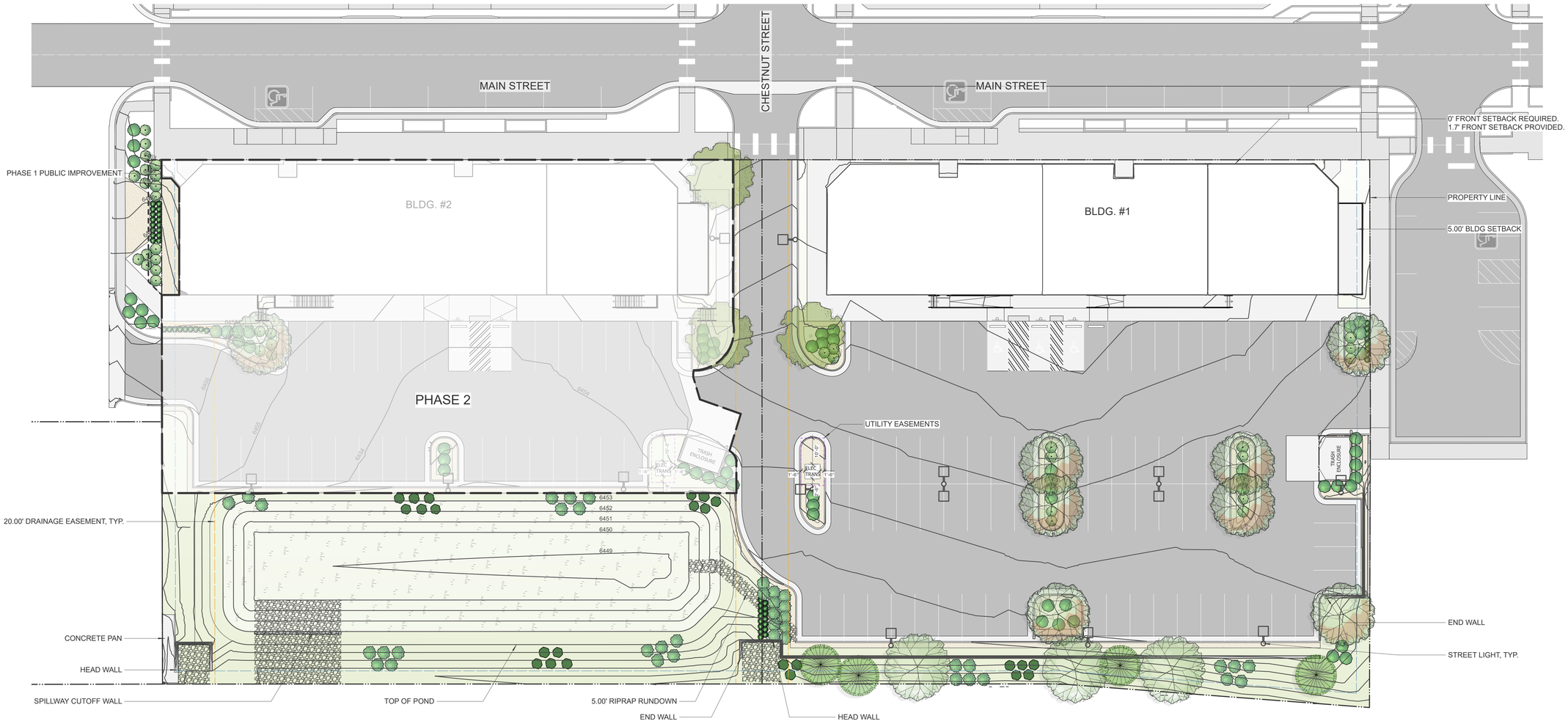
11 WALL REINFORCING

TRASH
ENCLOSURE
DETAILS

SHEET NUMBER:
C7.0
7 OF 18

LANDSCAPE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



LEGEND

SEED AREA (ADD SAND MIX)

ROCK MULCH AREA (3-6" RIVER ROCK)

0' 10' 20' Scale: 1" = 20'

LANDSCAPE SQUARE FOOTAGE CHARTS

TOTAL SITE LANDSCAPE	
TOTAL SITE AREA	92,347 SF
TOTAL LANDSCAPE AREA REQUIRED (15% OF TOTAL SITE)	13,852 SF
TOTAL LANDSCAPE PROVIDED	**28,327 SF**
PHASE 1 LANDSCAPE AREA	25,168 SF
PHASE 2 LANDSCAPE AREA	3,159 SF
TOTAL SF OF VEGETATIVE COVER	25,663 SF
TOTAL PERSENTAGE OF VEGETATIVE COVER	27.70%

PARKING LOT LANDSCAPE ISLAND	
DRIVE AISLE AREA	5,435 SF
PARKING AREA	33,093 SF
TOTAL AREA	38,528 SF
LANDSCAPE AREA REQUIRED (10% OF TOTAL PARKING AREA)	3,309 SF
ISLAND LANDSCAPE AREA PROVIDED	**5,114 SF**

PROJECT PLANTING REQUIREMENT		
TOTAL SITE AREA	92,347 SF	
BUILDING FOOTPRINT	19,624 SF	
PARKING AREA	38,528 SF	
TOTAL SF FOR LANDSCAPE REQUIREMENTS	34,195 SF	
	REQUIRED	*PROVIDED*
REQUIRED TREES (1 TREE / 1,500 SF)	23	**18**
JIRED SHRUBS (5 SHRUBS / 1,500 SF; 5 SHURBS = 1 TREE)	115	**171**

NOTE: INCLUDES 10 SHRUBS SUBSTITUTED FOR EACH TREE SHORT OF THE REQUIREMENT.

PROPERTY PLANTING LIST AND NOTES

Symbol	ID	Qty	Size	Latin Name	Common Name	Notes
	Ornamental Grasses					
	FRG	32	1 Gal	Calamagrostis x acutiflora `Karl Foerster`	Foerster'S Feather Reed Grass	
	Shrubs					
	APC	46	5 Gal	Ribes alpinum	Alpine Currant	
	GLFS	50	5 Gal	Rhus aromatica `Gro-Low`	Gro-Low Fragrant Sumac	
	JUN	19	5 Gal	Juniperus sabina `Buffalo`	Buffalo Juniper	
	RB	24	5 Gal	Ericameria nauseosa	Rabbitbrush	
	Trees					
	ABM	8	2 1/2" Cal.	Acer x freemanii	Autumn Blaze Maple	
	SB	4	6' H.	Amelanchier x grandiflora	Serviceberry	
	CH	3	2 1/2" Cal.	Celtis occidentalis	Common Hackberry	
	SH	3	2 1/2" Cal.	Gleditsia triacanthos inermis 'Skyline'	Skyline Honeylocust	

PUBLIC IMPROVEMENT PLANTING LIST AND NOTES

Symbol	ID	Qty	Size	Latin Name	Common Name	Notes
	Ornamental Grasses					
	FRG	16	1 Gal	Calamagrostis x acutiflora `Karl Foerster`	Foerster'S Feather Reed Grass	
	Shrubs					
	JUN	17	5 Gal	Juniperus sabina `Buffalo`	Buffalo Juniper	
	APC	8	5 Gal	Ribes alpinum	Alpine Currant	

WESTERN LANDS
LANDSCAPE ARCHITECTURE
385 Inverness Parkway,
Ste. 420, Englewood, CO 80112
p. 720-936-9973

SHEET NUMBER:
L1.0
1 OF 2

LANDSCAPE DETAILS & NOTES
FOR
MAIN STREET STATION

GENERAL NOTES

1. THE CONTRACTOR SHALL FOLLOW ALL PLANS AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNERS REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK..
3. DO NOT DISTURB EXISTING PAVING, LIGHTING, LANDSCAPE, OR IRRIGATION THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLANS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING SITE CONDITIONS.
5. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING EROSION CONTROL MEASURES ON SEEDED SLOPES EXCEEDING 3:1.
6. SIGHT TRIANGLES SHALL REMAIN UNOBSTRUCTED BY PLANT MATERIAL, OR OTHER VISUAL OBSTACLE, OVER 30" IN HEIGHT.
7. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR THE MAINTENANCE EQUIPMENT ENTRY.
8. ANY MAJOR CHANGES MADE TO THE SITE PLAN AS A RESULT OF FIELD CONDITIONS SHALL BE ON THE AS-BUILTS OF THE CONSTRUCTION DRAWING SET. AS BUILT CONSTRUCTION DRAWINGS FOR THE LANDSCAPE, HARDSCAPE, LIGHTING WILL BE SUBMITTED, BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
9. THE CONTRACTOR, HIS SUCCESSORS AND ASSIGNEES SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF ALL LANDSCAPING MATERIALS SHOWN OR INDICATED ON THE APPROVED LANDSCAPE PLAN.
10. GENERAL CONTRACTOR OR OWNER WILL DESIGNATE STAGING AND STORAGE FOR CONTRACTOR.
11. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
12. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
13. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
15. THE CONTRACTOR SHALL OBTAIN ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
16. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.

IRRIGATION NOTES

1. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM PROVIDING DRIP IRRIGATION TO ALL BED AREAS AND TREES LOCATED OUT OF BED AREAS INCLUDING 100% COVERAGE SPRAY IRRIGATION TO NEW NATIVE SEED AREAS WILL BE PROVIDED.
2. CONTRACTOR RESPONSIBLE FOR UTILITY LOCATORS PRIOR TO START OF ANY REMOVALS OR CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR ANY UTILITIES OR EXISTING SITE FEATURES DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
3. ANY MAJOR CHANGES REQUIRED AS A RESULT OF FIELD CONDITIONS VS THIS DRAWING SET SHALL BE CORRECTED AND CALLED OUT ON THE SHOP DRAWINGS.
4. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
5. AS BUILT IRRIGATION DRAWINGS TO BE PROVIDED BY CONTRACTOR, TO THE OWNER, AS REQUESTED.
6. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM PROPOSED WORK.
7. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
8. ALL PROPOSED EQUIPMENT TO HAVE CUT SHEETS SUBMITTED WITH IRRIGATION SHOP DRAWING BY CONTRACTOR.
9. IRRIGATION SYSTEM CONTROLLER TO BE SMART WIRELESS CONTROLLER.
10. MAIN LINES AND VALVE BOX LOCATIONS TO BE COORDINATED WITH PROPOSED LANDSCAPE FOR MINIMAL CONFLICT.
11. ALL MAIN LINES TO BE A MINIMUM 18" IN DEPTH.
12. ALL LATERALS TO BE A MINIMUM OF 12" IN DEPTH.
13. NO ROCKS, BOULDER OR OTHER EXTRANEOUS MATERIALS TO BE USED IN BACKFILLING TRENCHES. ALL TRENCHES REQUIRE COMPACTION TO AVOID ANY SETTLING AFTER INSTALLATION.
14. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS.
15. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE.
16. AUTOMATIC DRAIN DEVICES TO BE INSTALLED WHERE LOW HEAD DRAINAGE MAY OCCUR.
17. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS.
18. TURF AREAS TO RECEIVE 100% SPRAY COVERAGE BY SPRAY ROTORS IF SHOWN ON PLANS.
19. NATIVE SEED AREAS TO RECEIVE 100% SPRAY COVERAGE BY ROTOR.
20. NATIVE SEED TO BE SET ON SEPARATE ZONES SO THAT THEY CAN BE SHUTOFF AFTER ESTABLISHMENT.
21. NATIVE SEED ZONES TO BE INSTALLED AS FULLY UNDERGROUND SYSTEM. TO BE USED AS NECESSARY IN THE FUTURE.

SLEEVING NOTES:

22. THIS PLAN WILL BE PROVIDED TO GENERAL CONTRACTOR FOR SLEEVE INSTALLATION.
23. GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHOP DRAWING DETAILS SHOWING THE SLEEVING BELOW CONCRETE AND FOR INSTALLING SLEEVES IN COORDINATION WITH HARDSCAPE INSTALLATION.
24. SLEEVE SIZES SHOULD BE 2" IN DIA. UNLESS THEY ARE OTHERWISE NOTED ON PLAN.
25. ALL SLEEVES SHALL BE SCHEDULE 40 SOLVENT WELD PVC PIPE.

LANDSCAPE NOTES

LANDSCAPE NOTES:

1. REFER TO QUANTITIES SHOWN GRAPHICALLY IF DISCREPANCIES EXIST BETWEEN WRITTEN AND GRAPHIC QUANTITIES.
2. ALL PLANT MATERIALS WILL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED BY THE AMERICAN STANDARD FOR NURSERY STOCK, CURRENT EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
3. ALL PLANTS TO BE B&B OR CONTAINER GROWN. BARE ROOT OR SPADED PLANTS WILL NOT BE ACCEPTED.
4. ALL PLANTS WILL BE INSPECTED AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO DELIVERY TO THE SITE.
5. THE CONTRACTOR SHALL WARRANTY THE PLANT MATERIAL, WORKMANSHIP, AND IRRIGATION FOR ONE YEAR.
6. BIOSOIL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
7. BIOCOMP FROM A-1ORGANICS (0R APPROVED EQUAL) TO PLANTING AREAS AT A RATE OF 4 CUBIC YARDS PER 1,000 S.F.
8. WOVEN LANDSCAPE FABRIC INSTALLED UNDER ALL ROCK AREAS FOR WEED CONTROL.
9. AREAS BETWEEN NATIVE AREAS, COBBLE STRIPS AND BED AREAS TO BE SHOVEL CUT THEN FILLED WITH MATERIAL.
10. ALL GROUNDCOVER BEDS, SHRUB AND TREE PLANT RINGS LOCATED IN ROCK OR NATIVE SEED, TO BE MULCHED WITH 4" DEPTH WOOD MULCH. NO WEED CONTROL FABRIC REQUIRED WITH ORGANIC MULCH. MULCH SAMPLE TO BE APPROVED BY OWNER'S REP OR OWNER.
11. TREES SHALL NOT BE LOCATED IN UTILITY EASEMENTS. CONTACT OWNERS REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS.
12. 2' COBBLE BAND ALONG THE BACK OF CURB IS TO BE 4-6" GREY COBBLE INSTALLED OVER WOVEN LANDSCAPE FABRIC.

NATIVE SEED ESTABLISHMENT

1. THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLAN AS CLOSELY AS POSSIBLE. ANY DISCREPANCY IN THE PLAN VS. THE FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER OR OWNER'S REP IMMEDIATELY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE ESTABLISHMENT OF NATIVE SEEDED AREAS (NATURALIZED AREAS). AFTER A PERIOD OF ONE YEAR, THERE SHOULD BE SIGNIFICANT COVERAGE OF THE SEEDED AREA WITH BARE SPOTS NOT EXCEEDING ONE AREA NINE FEET SQUARED IN SIZE. BARE SPOTS SHALL BE RE-SEEDED AND MULCHED TO IMPROVE THE GRASS STAND. THE AREA SHALL BE MAINTAINED AS WEED FREE THE ENTIRE TIME. MOWING, PULLING, AND CHEMICAL METHODS MAY BE USED TO CONTROL WEEDS AND PREVENT REDEVELOPMENT OF SEED HEADS ON THE WEED PLANT.
3. CONTRACTOR TO PROVIDE INSTALLATION AND MAINTENANCE PLAN FOR THE 1 YEAR OF ESTABLISHMENT WITH OVERALL BID.
4. REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL AS STATED IN LOCAL CODES SHALL APPLY.
5. CONTRACTOR SHALL BE REQUIRED TO TURN OVER SEED LABELS UPON INSTALLATION.
6. FINAL ACCEPTANCE OF SEEDED AREAS WILL BE CONSIDERED AT 1 YEAR WALK THROUGH. ANY ISSUES PRIOR TO THIS DATE SHALL BE BROUGHT TO WESTERN LANDS ATTENTION IN A TIMELY MANNER.
7. FINAL ACCEPTANCE OF NATIVE SEED AREA BASED ON GERMINATION, FULL STAND OF GRASS IN A VIGOROUS GROWING CONDITION WITH CONSISTENCY AND COMPLETE COVERAGE. IF ON SITE INSPECTIONS DETERMINE THAT GERMINATION OF ANY SEEDED AREA DOES NOT COMPLY WITH THESES NOTES OR LOCAL CODES, RE-SEEDING MAY BE REQUIRED.
8. THE SEEDBED SHALL BE WELL SETTLED AND FIRM, BUT FRIABLE ENOUGH THAT SEED CAN BE PLACED AT THE SEEDING DEPTH SPECIFIED. THE SEEDBED SHALL BE REASONABLY FREE OF WEEDS. SOILS THAT HAVE BEEN OVER-COMPACTED BY TRAFFIC OR EQUIPMENT, ESPECIALLY WHEN WET, SHALL BE TILLED TO BREAKUP ROOTING RESTRICTIVE LAYERS AND THEN HARROWED, ROLLED OR PACKED TO PREPARE THE REQUIRED FIRM SEEDBED.
9. BIOSOL APPLIED TO ALL SEEDED AREAS AT A RATE OF 25 LBS PER 1,000 S.F.
10. BROADCAST SEED SHALL BE HAND RAKED OR DRAGGED TO A DEPTH OF 1/4".
11. HYDRO MULCH OR STRAW MULCH WILL BE USED ON ALL NATIVE SEEDED AREAS.

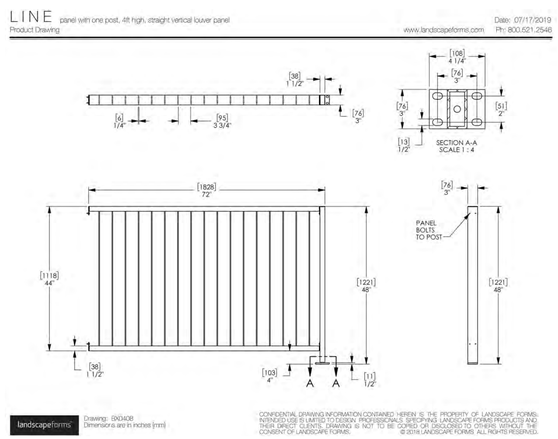
SEEDING NOTES

NATIVE SEED WITH WILDFLOWER ENHANCEMENT

COMMON NAME	% OF MIX
NATIVE GRASS SEED MIXTURE	
BIG BLUESTEM	20
INDIANGRASS	20
WESTERN WHEATGRASS	20
PRAIRIE SANDREED	10
SIDEOATS GRAMA	10
SLENDER WHEATGRASS	5
STREAMBANK WHEATGRASS	5
SWITCHGRASS	5
THICKSPIKE WHEATGRASS	5
18 LBS/ACRE BROADCAST	100%

PATIO FENCE DETAILS

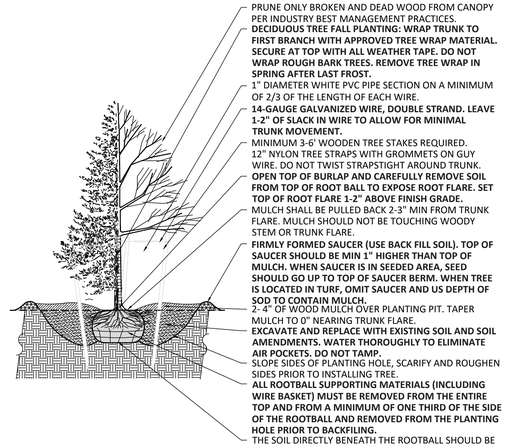
PRODUCT DETAILS



PRODUCT EXAMPLE



PLANTING DETAILS

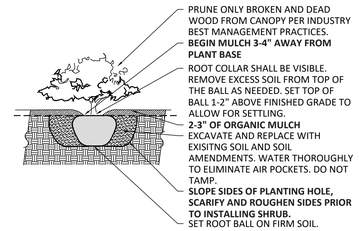


ANY BROKEN, CRUMBLING, OR OTHERWISE DAMAGED ROOTBALL SHALL NOT BE PLANTED.

TREE SPACING SHALL BE BASED ON PROJECTED MATURE CANOPY SIZE OR AS APPROVED BY THE OWNERS REPRESENTATIVE.

PLEASE REFER TO IRRIGATION NOTES FOR IRRIGATION REQUIREMENTS PER PLANT.

ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR 2 WINTER SEASONS.



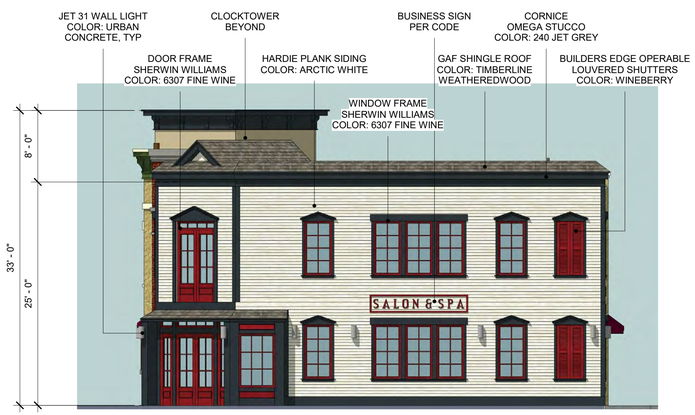
WESTERN LANDS
LANDSCAPE ARCHITECTURE
385 Inverness Parkway,
Ste. 420, Englewood, CO 80112
p. 720-936-9973

SHEET NUMBER:
L1.1
2 OF 2



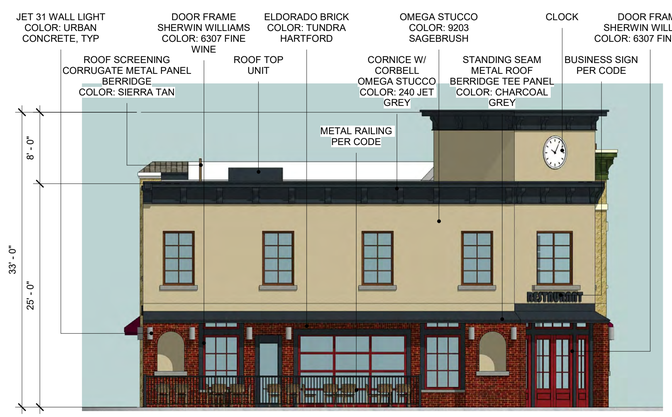
4 BUILDING 1 - REAR ELEVATION

1/8" = 1'-0"



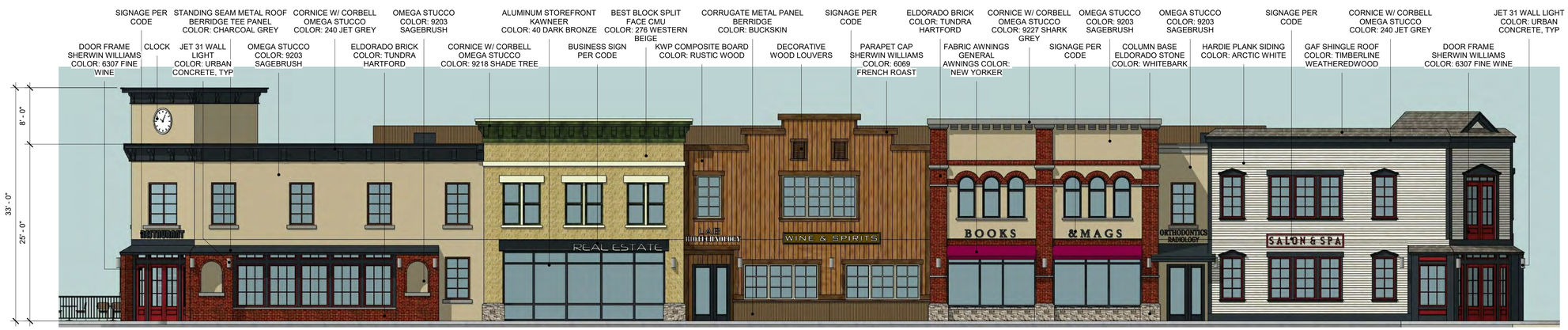
3 BUILDING 1 - SIDE ELEVATION 2

1/8" = 1'-0"



2 BUILDING 1 - SIDE ELEVATION 1

1/8" = 1'-0"



1 BUILDING 1 - FRONT ELEVATION

1/8" = 1'-0"

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
02/03/2024	2	MECH DOORS
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC

5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 1 - ELEVATIONS

SHEET NUMBER

P3.1

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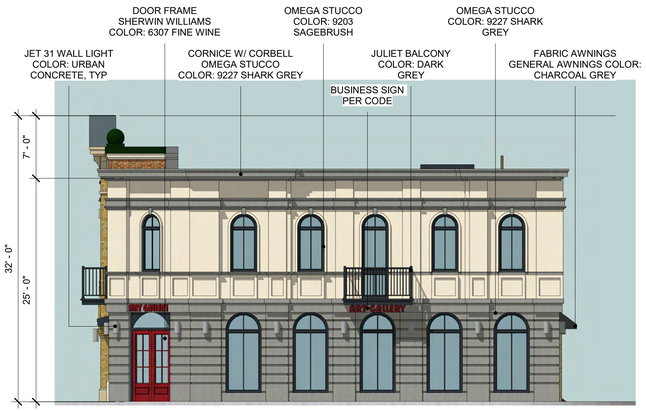
2 BUILDING 2 - REAR ELEVATION

1/8" = 1'-0"



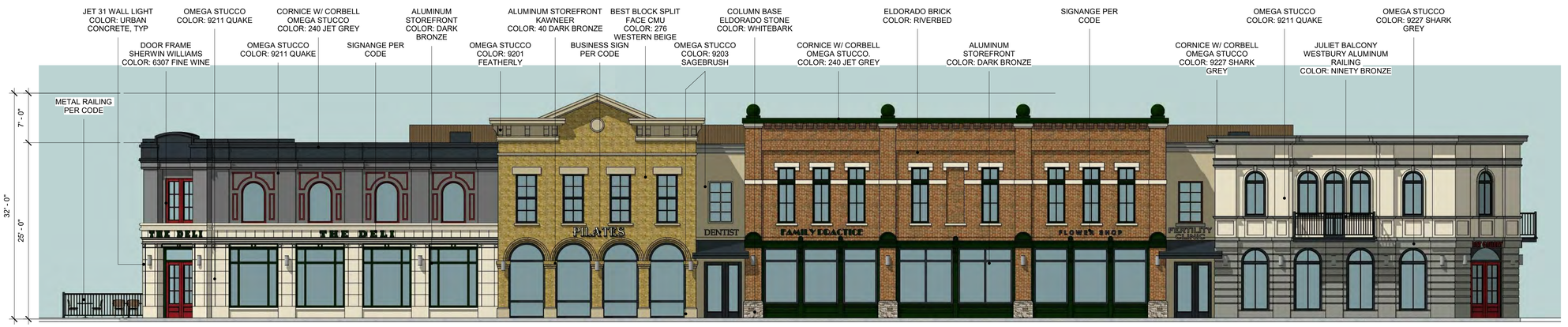
3 BUILDING 2 - SIDE ELEVATION 1

1/8" = 1'-0"



4 BUILDING 2 - SIDE ELEVATION 2

1/8" = 1'-0"



1 BUILDING 2 - FRONT ELEVATION

1/8" = 1'-0"

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03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

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SHEET NAME

BUILDING 2 - ELEVATIONS

SHEET NUMBER

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2 BUILDING 2 - AVERAGE BUILDING HEIGHT
1" = 10'-0"



1 BUILDING 1 - AVERAGE BUILDING HEIGHT
1" = 10'-0"

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DRAWINGS PREPARED FOR:

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5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

AVERAGE BUILDING HEIGHT

SHEET NUMBER

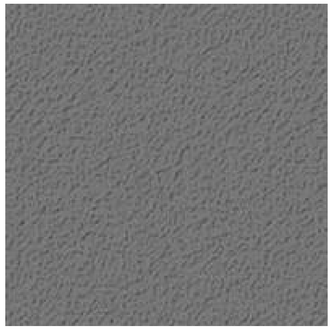
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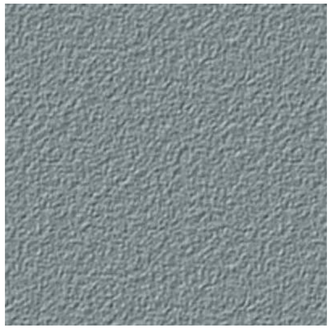
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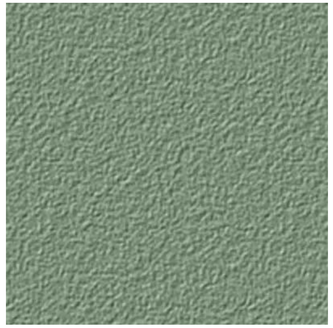
WALL
KWP COMPOSITE BOARD
COLOR: RUSTIC WOOD



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9218 SHADE TREE



WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



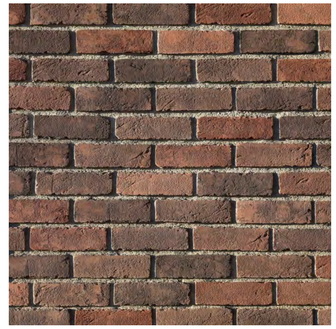
ROOF
GAF SHINGLE
COLOR: TIMBERLINE WEATHEREDWOOD



BUILDING WALLL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



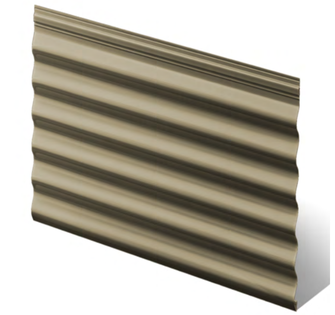
WALL
ELDORADO BRICK
COLOR: TUNDRA HARTFORD



WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



ROOF
STANDING SEAM METAL
BERRIDGE TEE PANEL
COLOR: CHARCOAL GREY



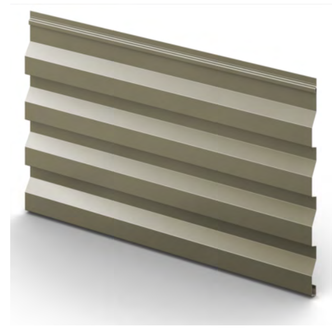
ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE
COLOR: SIERRA TAN



ALUMINUM STOREFRONT
KAWNEER
COLOR: 40 DARK BRONZE



FABRIC AWNINGS
GENERAL AWNINGS
COLOR: NEW YORKER



WALL
BERRIDGE CORRUGATE METAL PANEL
COLOR: BUCKSKIN



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE



BUILDERS EDGE OPERABLE LOUVERED
SHUTTERS
COLOR: WINEBERRY



WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: CARNIVAL RED II



PARAPET CAP
SHERWIN WILLIAMS
COLOR: 6069 FRENCH ROAST

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ELIZABETH, CO 80107

PROJECT CODE: 23-026
ISSUE DATE: 08/07/2023
CONCEPT DRAWINGS

REVISIONS

DATE	NO.	DESCRIPTION
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME
BUILDING 1 - MATERIALS BOARD

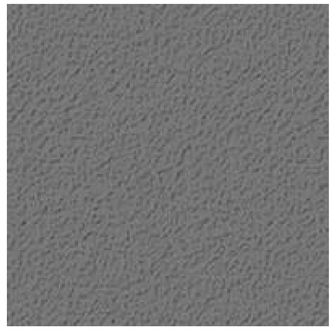
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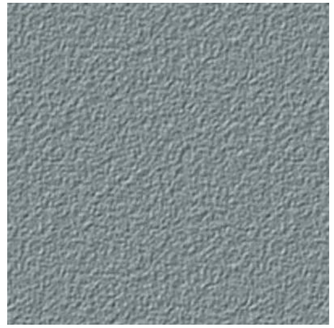
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3/26/2025 10:55:30 AM



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9201 FEATHERLY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 240 JET GREY



CORNICE W/ CORBELL
OMEGA STUCCO.
COLOR: 9227 SHARK GREY



WALL
OMEGA STUCCO.
COLOR: 9211 QUAKE



WALL
OMEGA STUCCO.
COLOR: 9203 SAGEBRUSH



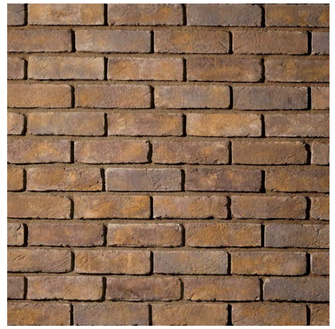
WINDOW/DOOR FRAME
SHERWIN WILLIAMS
COLOR: 6307 FINE WINE



BUILDING WALLL & TRASH ENCLOSURE WALL
BEST BLOCK SPLIT FACE CMU
COLOR: 276 WESTERN BEIGE



COLUMN BASE
ELDORADO STONE
COLOR: WHITEBARK



WALL
ELDORADO BRICK
COLOR: RIVERBED



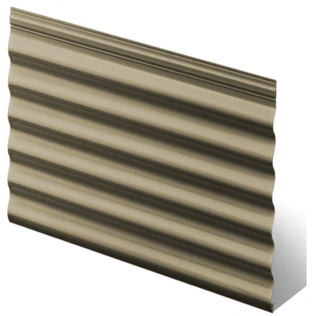
WALL
HARDIE PLANK SIDING.
COLOR: ARCTIC WHITE



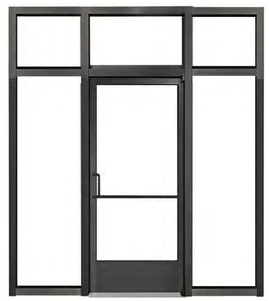
OVERHEAD ROLL-UP DOOR
ARM-R-LITE TITAN
COLOR: DARK BRONZE ANODIZED



JULIET BALCONY
WESTBURY ALUMINUM RAILING
COLOR: NINETY BRONZE



ROOF SCREENING
CORRUGATE METAL PANEL.
BERRIDGE
COLOR: SIERRA TAN



ALUMINUM STOREFRONT
COLOR: DARK BRONZE



FABRIC AWNINGS
GENERAL AWNINGS
COLOR: CHARCOAL GREY



TRASH ENCLOSURE DOOR, BOARD & BATTEN
SHERWIN WILLIAMS
COLOR: 7006 EXTRA WHITE



WALL LIGHT
JET 31
COLOR: URBAN CONCRETE

Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
03/26/2025	3	PLANNING COMMENTS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 2 - MATERIALS BOARD

SHEET NUMBER

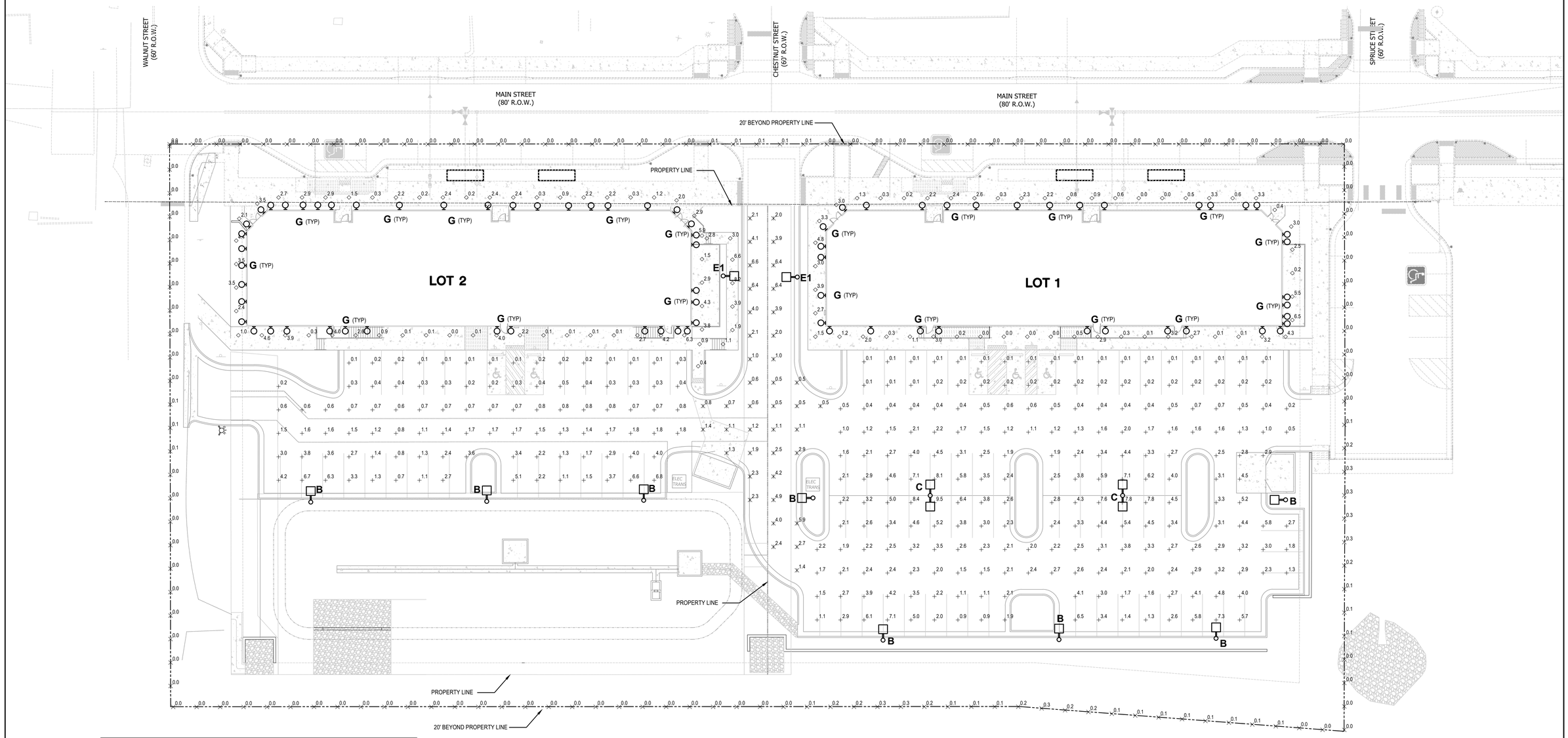
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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET



Statistics

Description	Symbol	Avg	Max	Min
Driveway	✳	2.5 fc	6.6 fc	0.5 fc
Parking Lot #1	+	2.4 fc	9.5 fc	0.1 fc
Parking Lot #2	+	1.5 fc	6.8 fc	0.1 fc
Property Line + 20'	×	0.0 fc	0.3 fc	0.0 fc
Sidewalk #1	◇	1.8 fc	6.5 fc	0.0 fc
Sidewalk #2	◇	2.1 fc	6.3 fc	0.0 fc
Sidewalk #2a	◇	3.2 fc	8.2 fc	0.4 fc

N

PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"

GENERAL NOTES:

A. NEW AND RELOCATED ITEMS SHOWN AS BOLD

B. ANY PROPOSED LIGHT FIXTURES INSTALLED ON PRIVATE PROPERTY, ADJACENT TO THE PUBLIC ROW, SHALL BE ORIENTED IN SUCH A MANNER OR LIMITED IN LUMEN OUTPUT TO PREVENT GLARE PROBLEMS AND SHALL NOT EXCEED NATIONAL I.E.S. LIGHTING STANDARDS FOR DISABILITY GLARE.

C. PARKING LOT LIGHT POLES ARE LIMITED TO 20 FOOT MAXIMUM (INCLUDING BASE).

DETAIL NOTES

1. ALL CONTROLS WILL BE PER CURRENT IECC CODES ON ANOTHER PROJECT.

0 10 20 40

SCALE: 1"= 20'

IECC 2018
NEC 2023

Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E1.0
15 OF 18

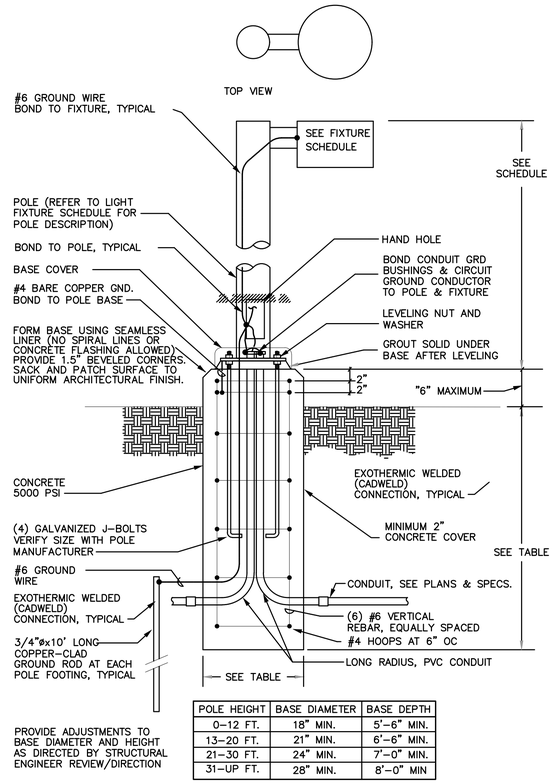
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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

Schedule

Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage	Height
	B	8	HAM-20002-LC-T4-W30	Hamilton 1 Street and area lighting luminaires	2x24LED 3000K	2	4286	1	73.1	20'-0"
	C	2	HAM-20002-LC-T3-W30	Hamilton 1 Street and area lighting luminaires	2x24LED 3000K	2	4197	1	145.4	20'-0"
	E1	2	HAM-20021-LC-T3-W30	Hamilton 3 Street and area lighting luminaires	24LED 3000K	1	6125	1	53.3	14'-0"
	G	75	UJE-30351-VW-Amber	Jet 31 cylindrical wall light LED	1 LED COB Amber	1	437	1	15	7'-6"



POLE HEIGHT	BASE DIAMETER	BASE DEPTH
0–12 FT.	18" MIN.	5'–6" MIN.
13–20 FT.	21" MIN.	6'–6" MIN.
21–30 FT.	24" MIN.	7'–0" MIN.
31–UP FT.	28" MIN.	8'–0" MIN

NEC: 2023
IECC: 2018
Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

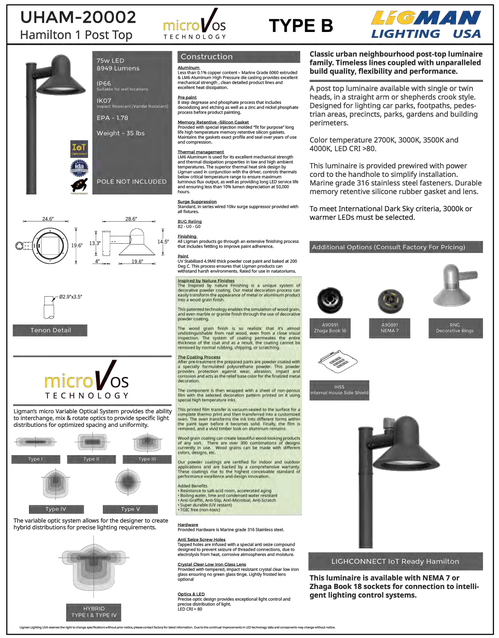
PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

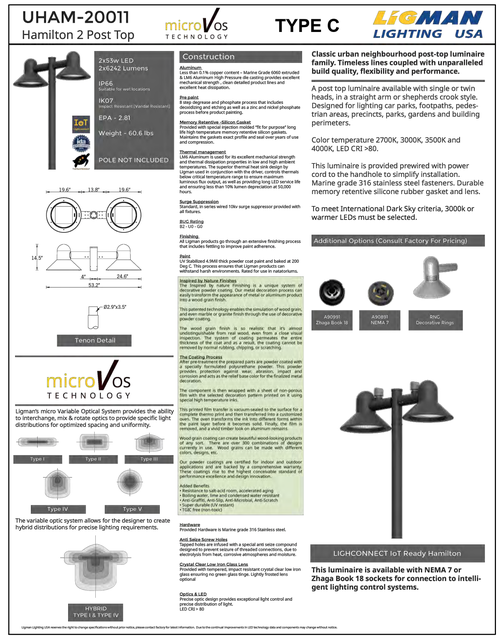
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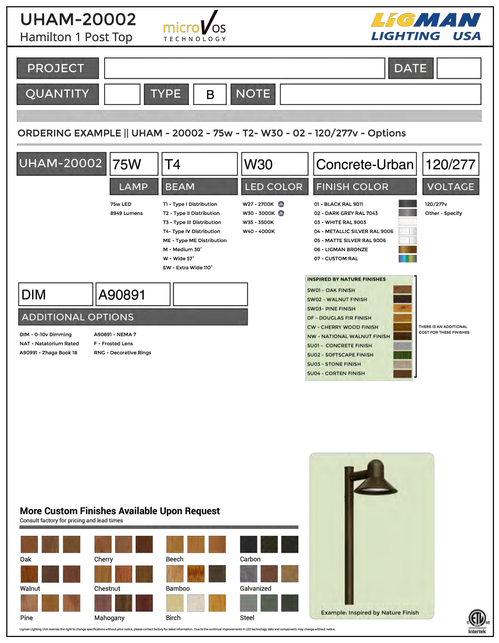
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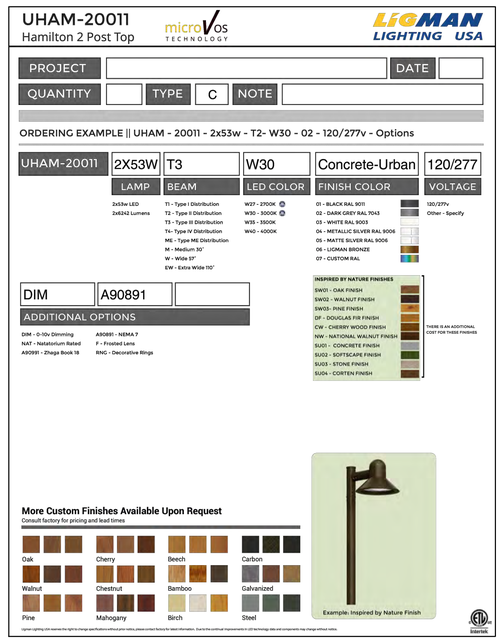
SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET









NEC: 2023
IECC: 2018

Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E3.0
17 OF 18

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SITE PLAN
FOR
MAIN STREET STATION

PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M. TOWN OF ELIZABETH, COUNTY OF ELBERT,
STATE OF COLORADO, LOTS 1 & 2, MAIN STREET STATION MINOR SUBDIVISION
2.12 ACRES LOCATED AT: 556 & 620 S MAIN STREET

UHAM-20021
Hamilton 3 Post Top

microVos TECHNOLOGY

TYPE E1

LIGMAN LIGHTING USA



53w LED
6273 Lumens

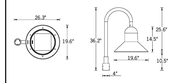
IP66
Suitable for wet locations

IK07
Impact Resistant (Vandal Resistant)

EPA - 1.78

Weight - 31 lbs

POLE NOT INCLUDED





Tenon Detail

Construction

Aluminum.
Less than 0.1% copper content - Marine Grade 6063 extruded aluminum alloy provides superior corrosion resistance, excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
8 step degrease and phosphate process that includes aluminum cleaning, etching, a zinc and nickel phosphate process before product painting.

Memory Retentive - Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LMS Aluminum is used for its excellent mechanical strength and thermal conductivity properties, even at high operating temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals to help LED components operate at their optimum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard, in series rated 10kv surge suppressor provided with all fixtures.

BUG Rating
B2 - U0 - G0

Finishing.
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint.
Electrostatic 4.5Mil thick powder coat paint and baked at 200 Deg.C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature finishing is a unique system of sublimation printing that is a high definition process that can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

The wood grain finish is so realistic that it's almost undistinguishable from real wood, even from a close visual inspection. The system of coating permeates the entire thickness of the powder and as such the coating cannot be removed by normal rubbing, chipping, or scratching.

The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder contains additives that not only help to prevent rust and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high-temperature inks.

This printed film transfer is vacuum-sealed to the surface for a flawless application. Heat is then applied to the component and oven. The oven transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products that are durable, long-lasting, and environmentally friendly currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. Ligman powder coat is the new industry standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt-acid room, accelerated aging
- Boiling water, lime and condensed water resistant
- Scratch, UV, Chemical, Fire, Anti-Microbial, Anti-Scratch
- Super durable (24 hr stains)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Clear Lens
Tempered, heat strengthened, impact resistant crystal clear low iron glass ensuring no green glass tinge. Lightly frosted lens optional

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Classic urban neighbourhood post-top luminaire family. Timeless lines coupled with unparalleled build quality, flexibility and performance.

A post top luminaire available with single or twin heads, in a straight arm or shepherds crook style. Designed for lighting car parks, footpaths, pedestrian areas, precincts, parks, gardens and building perimeters.

Color temperature 2700K, 3000K, 3500K and 4000K, LED CRI >80.

This luminaire is provided prewired with power cord to the handhole to simplify installation. Marine grade 316 stainless steel fasteners. Durable memory retentive silicone rubber gasket and lens.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected.

Additional Options (Consult Factory For Pricing)



A90201
Zhaga Book 18



A90891
NEMA 7

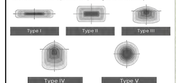


LIGHCONNECT IoT Ready Hamilton

This luminaire is available with NEMA 7 or Zhaga Book 18 sockets for connection to intelligent lighting control systems.

microVos TECHNOLOGY

Ligman's micro Variable Optical System provides the ability to interchange, mix & rotate optics to provide specific light distributions for optimized spacing and uniformity.



The variable optic system allows for the designer to create hybrid distributions for precise lighting requirements.



HYBRID
TYPE I & TYPE IV

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

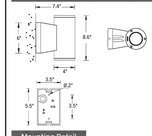
UJE-30351
Jet 31 Cylindrical Surface

TYPE G

LIGMAN LIGHTING USA



15w COB 1618 Lumens
IP65 • Suitable For Wet Locations
IK08 • Impact Resistant (Vandal Resistant)
Weight 4.8 lbs



Mounting Detail

Construction

Aluminum.
Less than 0.1% copper content - Marine Grade 6063 extruded aluminum alloy provides superior corrosion resistance, excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
8 step degrease and phosphate process that includes aluminum cleaning, etching, a zinc and nickel phosphate process before product painting.

Memory Retentive - Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LMS Aluminum is used for its excellent mechanical strength and thermal conductivity properties, even at high operating temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermals to help LED components operate at their optimum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B1 - U0 - G0 (NL)
B2 - U0 - G0 (N, HL, HE)

Finishing.
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint.
Electrostatic 4.5Mil thick powder coat paint and baked at 200 Deg.C. This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Inspired by Nature Finishes
The Inspired by nature finishing is a unique system of sublimation printing that is a high definition process that can easily transform the appearance of metal or aluminum product into a wood grain finish.

This patented technology enables the simulation of wood grain, and even marble or granite finish through the use of decorative powder coating.

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The Coating Process
After pre-treatment the prepared parts are powder coated with a specially formulated polyurethane powder. This powder contains additives that not only help to prevent rust and corrosion and acts as the relief base color for the finalized metal decoration.

The component is then wrapped with a sheet of non-porous film with the selected decoration pattern printed on it using special high-temperature inks.

This printed film transfer is vacuum-sealed to the surface for a flawless application. Heat is then applied to the component and oven. The oven transforms the ink into different forms within the paint layer before it becomes solid. Finally, the film is removed, and a vivid timber look on aluminum remains.

Wood grain coating can create beautiful wood-looking products that are durable, long-lasting, and environmentally friendly currently in use. Wood grains can be made with different colors, designs, etc.

Our powder coatings are certified for indoor and outdoor applications and are backed by a comprehensive warranty. Ligman powder coat is the new industry standard of performance excellence and design innovation.

Added Benefits:
- Resistance to salt-acid room, accelerated aging
- Boiling water, lime and condensed water resistant
- Scratch, UV, Chemical, Fire, Anti-Microbial, Anti-Scratch
- Super durable (24 hr stains)
- TGIC free (non-toxic)

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

High Impact UV Stabilized Polycarbonate Lens
Manufactured with Ultra High Impact, UV Stabilized Injection Molded Polycarbonate.

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light.
LED CRI > 80

Lumen - Maintenance Life
L70 (B10): at 50,000 hours (The means that at least 90% of the LED still achieve 80% of their original flux)

Cylindrical or rectangular form surface wall-mounted downlight. High performance, high output and numerous options ensure Jet can be configured for any application.

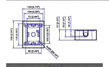
Wall luminaires with a selection of light distributions and LED wattages, that include; narrow, medium, wide, very wide and elliptical light distributions. The jet offers a variety of beam spread options that facilitates wider spacing and even light distribution between the light fixtures. The up/down light versions can be manufactured using different beam spreads for the up and down optics as well as different wattages upon request.

Mounting plate for 3" junction box is provided with the fixture. A 4" junction box mounting plate is available as an option, please specify. Matching surface mount conduit boxes are available as an option.

Custom round pole adapters can be manufactured to suit specific pole diameters for column mounting applications. Please contact the factory for more information.

To meet International Dark Sky criteria, 3000k or warmer LEDs must be selected and luminaire fix mounted (+/- 15° allowable to permit leveling).

Additional Options (Consult Factory For Pricing)



SCBT
Surface Conduit Box Trim

NOTE: This trim covers a shallow single gang surface mount junction box (Provided by contractor)
Recommended: Cast Iron, Weatherproof Box, Flex 1/2" to Threaded Outlets - or - 3/2/0.5 - 1 Gang Weatherproof Box, Flex 3/4 in. Threaded Outlets



Example: Inspired by Nature Finish

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UHAM-20021
Hamilton 3 Post Top

microVos TECHNOLOGY

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE E1	NOTE

ORDERING EXAMPLE || UHAM - 20021 - 53w - T2- W30 - 02 - 120/277v - Options

UHAM-20021	53W	T3	W30	Concrete-Urban	120/277
	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE

LAMP: 53w LED, 6273 Lumens

BEAM: T1 - Type I Distribution; T2 - Type II Distribution; T3 - Type III Distribution; T4- Type IV Distribution; ME - Type ME Distribution; M - Medium 30°; W - Wide 37°; EW - Extra Wide 110°

LED COLOR: W27 - 2700K; W30 - 3000K; W35 - 3500K; W40 - 4000K

FINISH COLOR: 01 - BLACK RAL 9011; 02 - DARK GREY RAL 7043; 03 - WHITE RAL 9003; 04 - METALLIC SILVER RAL 9006; 05 - MATTE SILVER RAL 9006; 06 - LIGMAN BRONZE; 07 - CUSTOM RAL

VOLTAGE: 120/277v; Other - Specify

DIM	A90891	

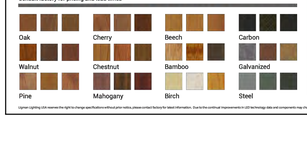
ADDITIONAL OPTIONS

DIM - 0-10v Dimming
NAT - Natatorium Rated
A90991 - Zhaga Book 18
A90891 - NEMA 7
F - Frosted Lens

INSPIRED BY NATURE FINISHES
SW01 - OAK FINISH
SW02 - WALNUT FINISH
SW03- PINE FINISH
DF - DOUGLAS FIR FINISH
CW - CHERRY WOOD FINISH
NW - NATIONAL WALNUT FINISH
SU01 - CONCRETE FINISH
SU02 - SOFTSCAPE FINISH
SU03 - STONE FINISH
SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

More Custom Finishes Available Upon Request
Consult factory for pricing and lead times





Example: Inspired by Nature Finish

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

UJE-30351
Jet 31 Cylindrical Surface

LIGMAN LIGHTING USA

PROJECT		DATE	
QUANTITY		TYPE G	NOTE

ORDERING EXAMPLE || UJE - 30351 - 15w - M - W30 - 02 - 120/277v - Options

UJE-30351	15W	W	W30	Concrete-Urban	120/277
	LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE

LAMP: 15w COB, 1618 Lumens

BEAM: N - Narrow 20°; M - Medium 24°; W - Wide 56°; VW - Very Wide 71°

LED COLOR: W27 - 2700K; W30 - 3000K; W35 - 3500K; W40 - 4000K

FINISH COLOR: 01 - BLACK RAL 9011; 02 - DARK GREY RAL 7043; 03 - WHITE RAL 9003; 04 - METALLIC SILVER RAL 9006; 05 - MATTE SILVER RAL 9006; 06 - LIGMAN BRONZE; 07 - CUSTOM RAL

VOLTAGE: 120/277v; Other - Specify

DIM	REMG		

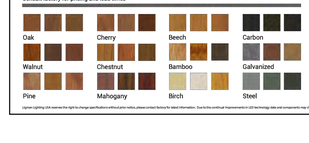
ADDITIONAL OPTIONS

NAT - Natatorium Rated
SCBT - Surface Conduit Box Trim
REMG - Remote Emergency Battery Pack
HGT - Custom Height
DIM - 0-10v Dimming
HGT - Custom Height
4MP - 4" Junction Box Mounting Plate
F - Frosted Lens
RPA - Round Pole Adapter

INSPIRED BY NATURE FINISHES
SW01 - OAK FINISH
SW02 - WALNUT FINISH
SW03 - PINE FINISH
DF - DOUGLAS FIR FINISH
CW - CHERRY WOOD FINISH
NW - NATIONAL WALNUT FINISH
SU01 - CONCRETE FINISH
SU02 - SOFTSCAPE FINISH
SU03 - STONE FINISH
SU04 - CORTEN FINISH

THERE IS AN ADDITIONAL COST FOR THESE FINISHES

More Custom Finishes Available Upon Request
Consult factory for pricing and lead times





Example: Inspired by Nature Finish

Ligman Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology data and components may change without notice.

NEC: 2023
IECC: 2018

Primera
COLORADO: Denver Office:
7822 South Whelling Ct, Ste B,
Englewood, CO 80112
303-696-1257

PROJECT: 20250089.00
DESIGNED BY: TE
CHECKED BY: AW

SHEET NUMBER:
E4.0
18 OF 18

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ROTH LANG ENGINEERING GROUP LLC

ENGINEER'S OPINION OF PROBABLE COSTS - PUBLIC IMPROVEMENTS

Main Street Station

Elizabeth, Colorado

Date: 5/13/2025
Job No.: **241005**

PAVING AND FLATWORK (WALNUT ST RIGHT OF WAY)

ITEM	QNTY.	UNIT	COST/UNIT	TOTAL COST
DEMO 3' SIDEWALK	31	L.F.	$ 10.00	$ 310.00
5' SIDEWALK (6" THICK)	51	L.F.	$ 38.00	$ 1,938.00
6' CONCRETE PAN (INCLUDES WINGS)	170	S.F.	$ 15.08	$ 2,563.60
6" CURB AND GUTTER (2' PAN)	48	L.F.	$ 32.35	$ 1,552.80
ASPHALT (6" THICK)- INCLUDES SUBGRADE PREP	37	S.Y.	$ 49.00	$ 1,813.00
CONCRETE RUNDOWN	26	L.F.	$ 55.00	$1,430.00
PAVING AND FLATWORK (WALNUT ST RIGHT OF WAY) SUBTOTAL				**$ 9,607**

STORM SEWER (WALNUT ST) (PUBLIC)

ITEM	QNTY.	UNIT	COST/UNIT	TOTAL COST
53" x 34" HERCP	132	L.F.	$ 289.63	$ 38,231.16
42" RCP	79	L.F.	$ 150.00	$ 11,850.00
8' DIA. MANHOLE - FLAT TOP	3	EA.	$ 17,414.00	$ 52,242.00
HEADWALL WINGWALL	1	LS.	$ 15,000.00	$ 15,000.00
RIPRAP LOW TAILWATER BASIN	1	LS.	$ 2,000.00	$ 2,000.00
STORM SEWER (WALNUT ST) (PUBLIC) SUBTOTAL				**$ 119,323**

STORM SEWER (CHESTNUT ST) (PUBLIC)

ITEM	QNTY.	UNIT	COST/UNIT	TOTAL COST
24" RCP	168	L.F.	$ 100.00	$ 16,800.00
4' DIA. TYPE II MANHOLE	1	EA.	$ 5,000.00	$ 5,000.00
HEADWALL WINGWALL	1	LS.	$ 15,000.00	$ 15,000.00
RIPRAP LOW TAILWATER BASIN	1	LS.	$ 2,000.00	$ 2,000.00
STORM SEWER (CHESTNUT ST) (PUBLIC) SUBTOTAL				**$ 38,800**

EROSION CONTROL

ITEM	QNTY.	UNIT	COST/UNIT	TOTAL COST
SILT FENCE	20	L.F.	$ 1.66	$ 33.20
VEHICLE TRACKING CONTROL	1	EA.	$ 2,000.00	$ 2,000.00
INLET PROTECTION	1	EA.	$ 250.00	$ 250.00
ROCK SOCK	4	EA.	$ 75.00	$ 300.00
EROSION CONTROLSUBTOTAL				**$ 2,583**

SITE SUBTOTAL =	**$**	**170,314**
CONTINGENCY =15%	$	25,547.06
SITE TOTAL =	**$**	**195,861**

NOTES:

1. Unit costs are approximate and will need to be verified by a contractor.
2. All unit cost include material as well as labor.

Main Street Station - Public Landscape Improvements
Cost Estimate
3/27/2025

Description	Unit	Qauntity	Cost	Total
Tree Removal	EA	2	$2,200.00	$4,400.00
5-gallon shrub	EA	25	$65.00	$1,625.00
1-gallon ornamental grass	EA	16	$27.00	$432.00
Rock mulch	SY	45	$5.00	$225.00
Steel edger (roll top)	LF	95	$5.45	$517.75
Subtotal				**$7,199.75**
15% Contingency				$1,079.96
TOTAL				**$8,279.71**

FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]
Letter of Credit No.: [Type letter of credit number.]
Amount: [Type in aggregate amount.]

Issuance Date: [Type loc issuance date.]
Expiry Date: [Type loc expiration date.]
Name of Developer: [Type in name of developer.]

Town of Elizabeth
[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of $_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit 1 and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain *[type in "agreement" or "permit'1,* to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project];*

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement]* or *[for permit, type in the name of the project]* described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Elbert County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

0

_____
Print
Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTYOF _____)

The foregoing instrument was acknowledged before me this _____ day of_____ 20 _, by_____,as _____of_____

My commission expires:_____ _

SEAL

_____
Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____ Dollars
($_____), for value received and charge to the account of *[name of Developer]*.

Drawn under Letter of Credit No _____
[*type letter of credit issuance date]*.

To: [*name of Issuing Bank*] _____, Town of Elizabeth, beneficiary,

[*Address of Issuing Bank*] _____

_____
By: [*type Mayor or designee*]

EXHIBIT A

TOWN DRAINAGE EASEMENT

THIS TOWN DRAINAGE EASEMENT (the "Town Drainage Easement") is dated this _____ day of _____, 2026, by Main Street Station Elizabeth, LLC, ("Grantor") having an address at 5369 Grand Fir Way, Parker, Colorado, and the Town of Elizabeth, Colorado ("Grantee") having an address of 151 S. Banner Street, Elizabeth, Colorado 80107.

WHEREAS, Grantee desires to acquire an easement for the purpose of operating, maintaining, repairing and replacing drainage facilities described on **Exhibit 1** ("Drainage Facilities") to be owned by the Town on and through real property more particularly described and depicted in **Exhibit 2** ("Easement Property"), attached hereto and incorporated herein by this reference;

WHEREAS, Grantor will convey, sell, and transfer to Grantee, and Grantee agrees to accept, by Bill of Sale, the Drainage Facilities, once constructed and shall thereafter own the Drainage Facilities. The Bill of Sale shall be generally in the form set forth as **Exhibit 3** herein.

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, a non-exclusive easement on, under and through the Easement Property, for the purpose of operating, maintaining, repairing, and replacing the Drainage Facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Town Drainage Easement, for the repair, reconstruction, operation, and maintenance of the Drainage Facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Town Drainage Easement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property constructed by Grantor in accordance with the approved Site Plan for the Property. Grantee further agrees that all construction, reconstruction, operation, maintenance, removal, and any other activities which disturb the Easement Property will be coordinated with Grantor to minimize any disruption to Grantor's property all at Grantee's cost.

2. Ownership, Operation, Repair, Replacement, and Maintenance. The operation, repair replacement and maintenance of the Drainage Facilities within the Easement Property shall be the sole responsibility of the Grantee consistent with the grant of this Easement. Grantee shall have the additional right at the cost of Grantor to maintain the Easement Property in the event Grantee, in its sole discretion, determines it necessary to enter on the Easement Property to discharge Grantor's responsibilities under this Town Drainage Easement.

3. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the Easement Property, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

4. Covenants of Grantee. Grantee hereby represents, covenants, and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

5. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

6. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens, and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This Easement Agreement constitutes all the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date and year first above written.

GRANTOR:

MAIN STREET STATION ELIZABETH, LLC
a Colorado limited liability company

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2025, by _____.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE:

TOWN OF ELIZABETH

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

EXHIBIT 1

WALNUT STREET STORM SEWER
132 L.F. 53'' X 34'' HERCP
79 L.F. 42'' RCP
3 EA. 8' DIA. MANHOLE – FLAT TOP
1 HEADWALL/WINGWALL
1 RIPRAP LOW TAILWATER BASIN

CHESTNUT STREET STORM SEWER
168 L.F. 24'' RCP
1 EA. 4' DIA. TYPE II MANHOLE
1 HEADWALL/WINGWALL
1 RIPRAP LOW TAILWATER BASIN

EXHIBIT 2

DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

EASEMENT DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, MAIN STREET STATION MINOR SUBDIVISION RECORDED IN BOOK 13, PAGE 173 AND RECEPTION NUMBER 613002, AND CONSIDERING THE SOUTH LINE OF SAID LOT 2 TO BEAR S80°51'46" W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE S80°51'46" W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 137.58 FEET; THENCE N4°11'37"W A DISTANCE OF 20.08 FEET; THENCE N80°51'46"E A DISTANCE OF 135.88 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S9°02'02"E ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

NOTES:
1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

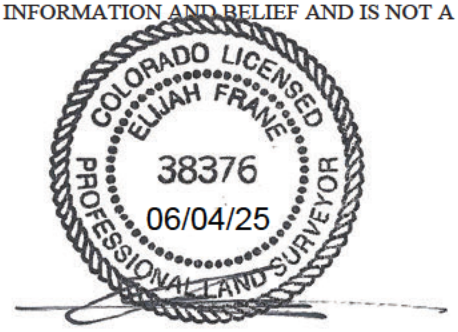
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

3. THIS EXHIBIT IS FOR A PROPOSED LOCATION AND IS NOT INTENDED TO REPRESENT AN EXISTING EASEMENT LOCATION.

4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

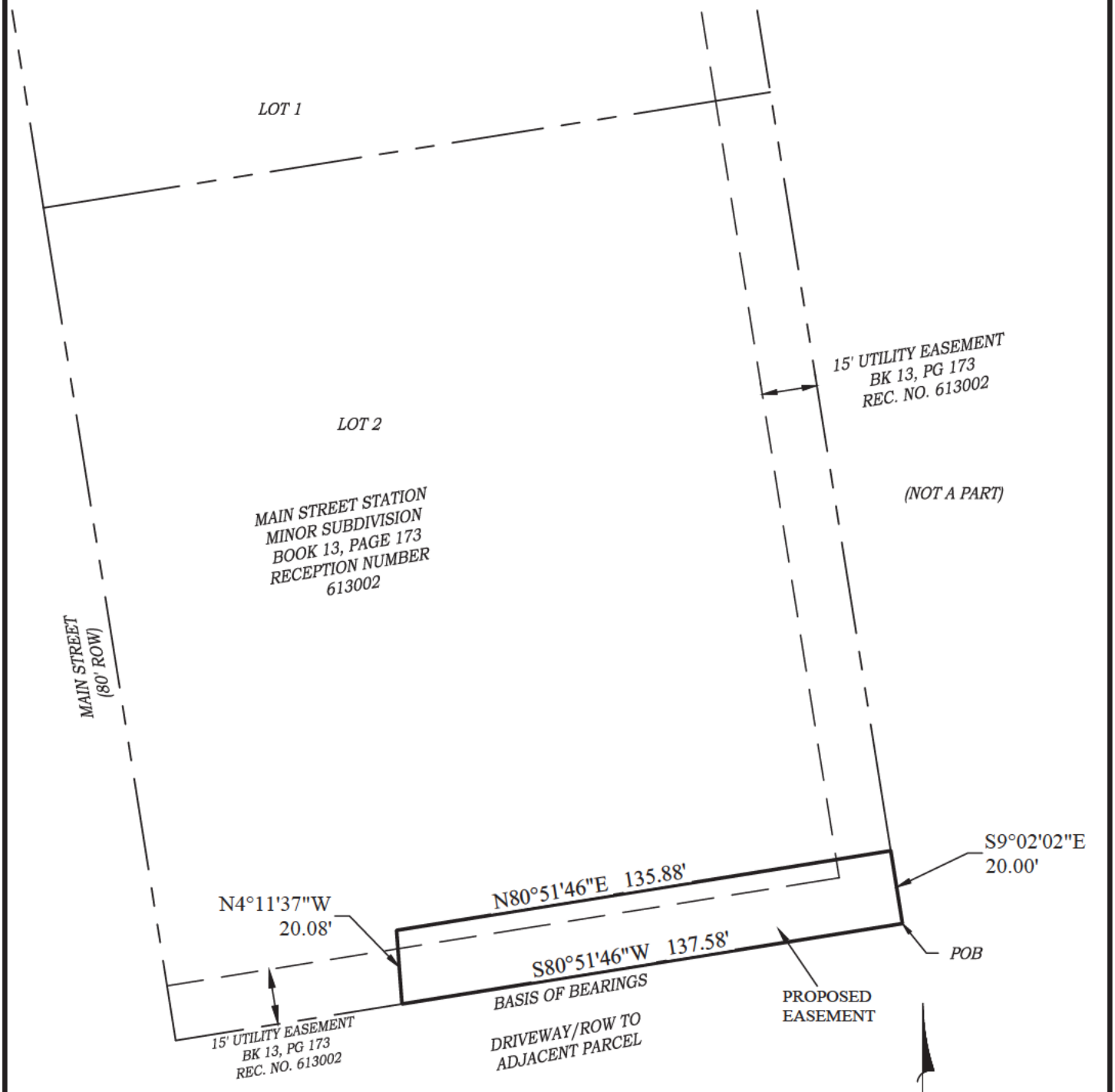
DRW: JR/CHK: EF	DATE: 06/02/25
PROJECT NO: 64624	

SHEET 1 OF 2
DRAWING NO. 64642-PHASE 3-EASEMENT #1

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DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO



encompass
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DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 06/02/25
PROJECT NO: 64624	SCALE: 1" = 40'

SHEET 2 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT #1

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DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

EASEMENT DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, MAIN STREET STATION MINOR SUBDIVISION RECORDED IN BOOK 13, PAGE 173 AND RECEPTION NUMBER 613002 AND CONSIDERING THE EAST LINE OF SAID LOT 2 TO BEAR N9°02'02"W; THENCE N9°02'02"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 218.50 FEET TO THE POINT OF BEGINNING; THENCE S80°57'58"W A DISTANCE OF 199.75 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE N9°01'52"W ALONG SAID WEST LINE OF LOT 2 AND LOT 1 A DISTANCE OF 20.00 FEET; THENCE N80°57'58"E A DISTANCE OF 199.75 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S9°02'02"E ALONG SAID EAST LINE OF LOT 1 AND LOT 2 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

NOTES:
1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

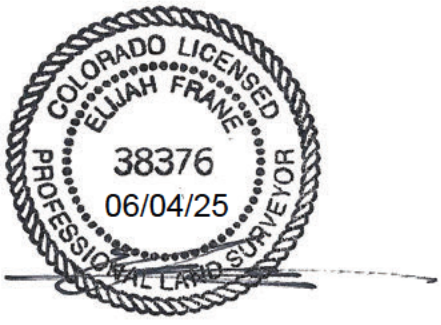
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

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SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

encompass
Providing Solutions

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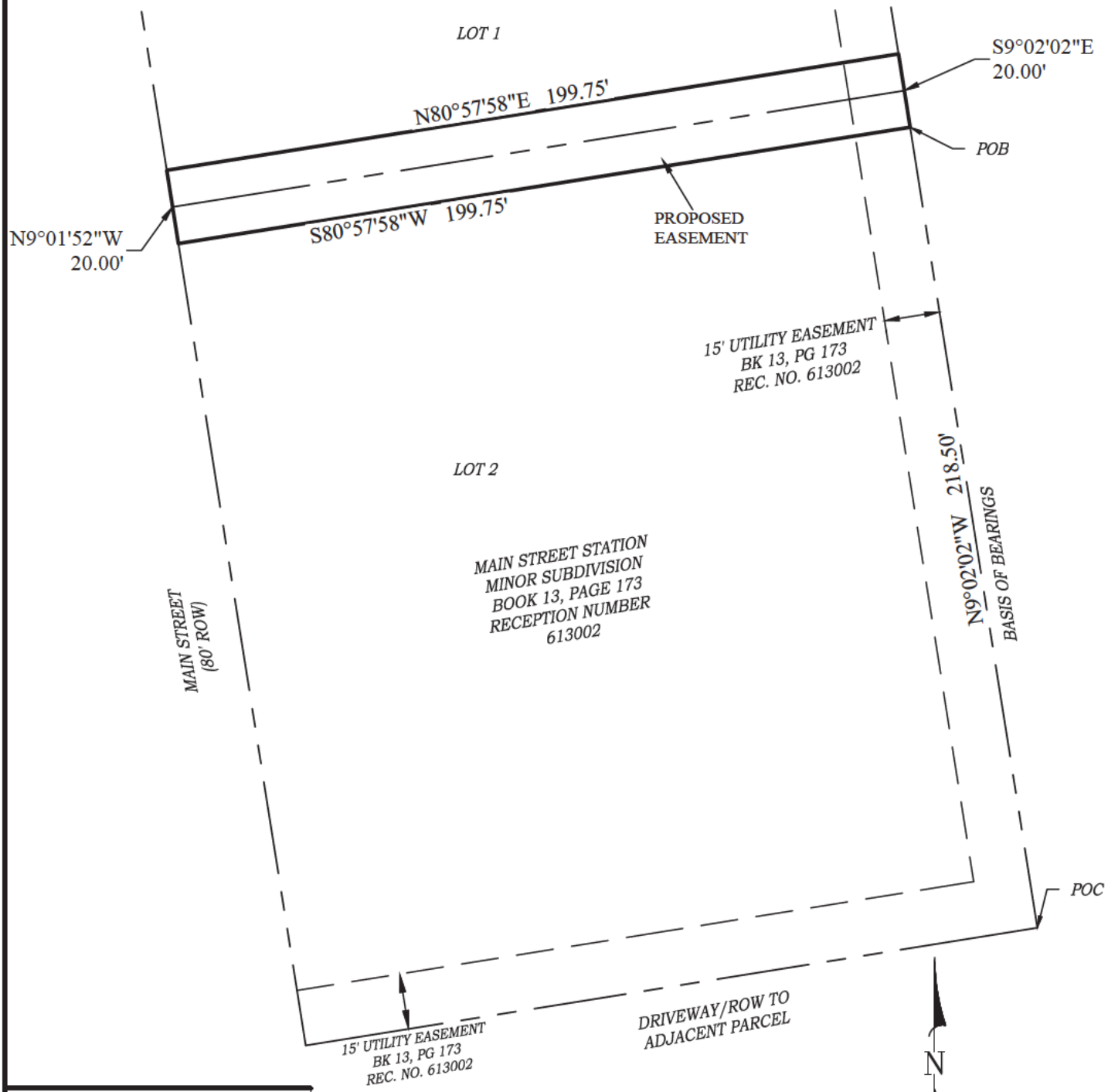
DRW: JR/CHK: EF	DATE: 05/28/25
PROJECT NO: 64624	

SHEET 1 OF 2
DRAWING NO. 64642-PHASE 3-EASEMENT

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DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO



encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 06/02/25
PROJECT NO: 64624	SCALE: 1" = 40'

SHEET 2 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT

Z:\SHARED\PROJECTS\00000 - CIVIL PROJECTS\64642 - RSTJ INVESTMENTS - MAIN STREET STATION\PHASE-3-EASEMENT\64642-DRAINAGE-EASE.DWG

EXHIBIT 3

BILL OF SALE

THIS BILL OF SALE (this "Agreement") is entered into as of the ____ day of _____, 2026, by Main Street Station Elizabeth, LLC, a Colorado limited liability company ("Seller"), to and for the benefit of the Town of Elizabeth, a Colorado municipal corporation ("Buyer").

KNOW ALL MEN BY THE PRESENTS: That Seller for and in consideration of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, to it in hand paid, at or before the delivery of these presents by Buyer, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances or charges of any kind (other than any assumed liabilities), does sell and convey its entire interest in and to the property and assets described in the attached Exhibit A (the "Property")

TO HAVE AND TO HOLD the same unto the said Buyer, its successors, and assigns, forever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Buyer acknowledges and agrees that it has fully inspected the Property being transferred and has satisfied itself concerning the existence, nature, location, quality, and extent of same, and Buyer accepts the Property "AS IS, WHERE IS, WITH ALL FAULTS."

Other than as specifically stated above, Buyer assumes no debt, liability or obligation, contingent or otherwise, of Seller, whether presently existing or arising after the date hereof, and it is expressly understood and agreed that all debts, liabilities and obligations not assumed hereby by Buyer shall remain the sole obligation of Seller, its successors and assigns.

Seller covenants and agree that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Buyer deems reasonably necessary or proper to carry out the assignments and conveyances intended to be made hereunder.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the Seller and Buyer have executed this Bill of Sale, the date first set forth above.

Seller:
Main Street Station Elizabeth, LLC,
a Colorado limited liability company

By:_____

Its:_____

Buyer:

Town of Elizabeth,
a Colorado municipal corporation

_____
Mayor

Attest

_____, Town Clerk

_____

Attachments:
Exhibit A – Property

EXHIBIT A

WALNUT STREET STORM SEWER
132 L.F. 53'' X 34'' HERCP
79 L.F. 42'' RCP
3 EA. 8' DIA. MANHOLE – FLAT TOP
1 HEADWALL/WINGWALL
1 RIPRAP LOW TAILWATER BASIN

CHESTNUT STREET STORM SEWER
168 L.F. 24'' RCP
1 EA. 4' DIA. TYPE II MANHOLE
HEADWALL/WINGWALL
RIPRAP LOW TAILWATER BASIN

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement") is dated this _____ day of _____, 2026, by Main Street Station Elizabeth, LLC (“Grantor") having an address at 5369 Grand Fir, Parker, Colorado 80134, and the Town of Elizabeth, Colorado ("Grantee") having an address of 151 S. Banner Street, Elizabeth, Colorado 80107.

WHEREAS, Grantee desires to acquire a non-exclusive easement for the purpose of emergency access to and repairing or maintaining certain drainage facilities (“Drainage Facilities”) described on **Exhibit 1** on and through the property more particularly described and depicted in **Exhibit 2** ("Easement Property"), attached hereto and incorporated herein by this reference;

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement on, under and through the Easement Property, for the purpose of emergency access, repair and maintenance of the Drainage Facilities set forth herein. Grantee further agrees all construction, reconstruction, operation, maintenance, removal, and any other activities which disturb the Easement Property will be coordinated to the extent possible with Grantor so as to minimize any disruption to Grantor's property at Grantor’s cost.

2. Emergency Operation and Maintenance. The operation and maintenance of the Drainage Facilities within the Easement Property shall be the responsibility of the Grantor; provided, however, Grantee shall have the right to enter onto and maintain or repair the Easement Property in the event Grantee, in its sole discretion, determines it necessary to enter on the Easement Property for the emergency operation and/or maintenance of the Easement Property.

3. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the Easement Property, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

4. Covenants of Grantee. Grantee hereby represents, covenants, and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

5. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

6. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens, and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This Easement Agreement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date and year first above written.

GRANTOR:

MAIN STREET STATION ELIZABETH, LLC,
a Colorado limited liability company.

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2026, by _____.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE:

TOWN OF ELIZABETH

_____
Angela Ternus, Mayor

ATTEST:

_____
Michelle M. Oeser, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

EASEMENT DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, MAIN STREET STATION MINOR SUBDIVISION RECORDED IN BOOK 13, PAGE 173 AND RECEPTION NUMBER 613002 AND CONSIDERING THE EAST LINE OF SAID LOT 2 TO BEAR N9°02'02"W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N9°02'02"W ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE S80°51'46"W A DISTANCE OF 15.45 FEET; THENCE S38°59'45"W A DISTANCE OF 12.98 FEET; THENCE S80°47'49"W A DISTANCE OF 51.94 FEET; THENCE N9°12'40"W A DISTANCE OF 207.36 FEET; THENCE N80°57'58"E A DISTANCE OF 21.78 FEET; THENCE N9°02'02"W A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE N80°57'58"E, ALONG SAID NORTH LINE A DISTANCE OF 10.00 FEET; THENCE S9°02'02"E A DISTANCE OF 10.00 FEET; THENCE N80°57'58"E A DISTANCE OF 45.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S9°02'02"E ALONG SAID EAST LINE A DISTANCE OF 198.50 FEET TO THE POINT OF BEGINNING.

NOTES:
1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

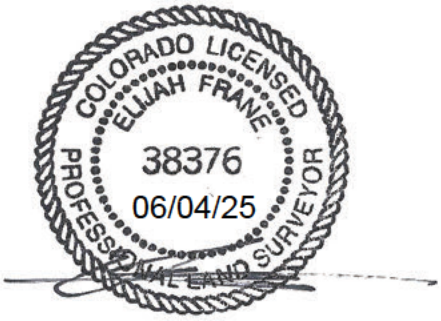
2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

3. THIS EXHIBIT IS FOR A PROPOSED LOCATION AND IS NOT INTENDED TO REPRESENT AN EXISTING EASEMENT LOCATION.

4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

encompass
Providing Solutions

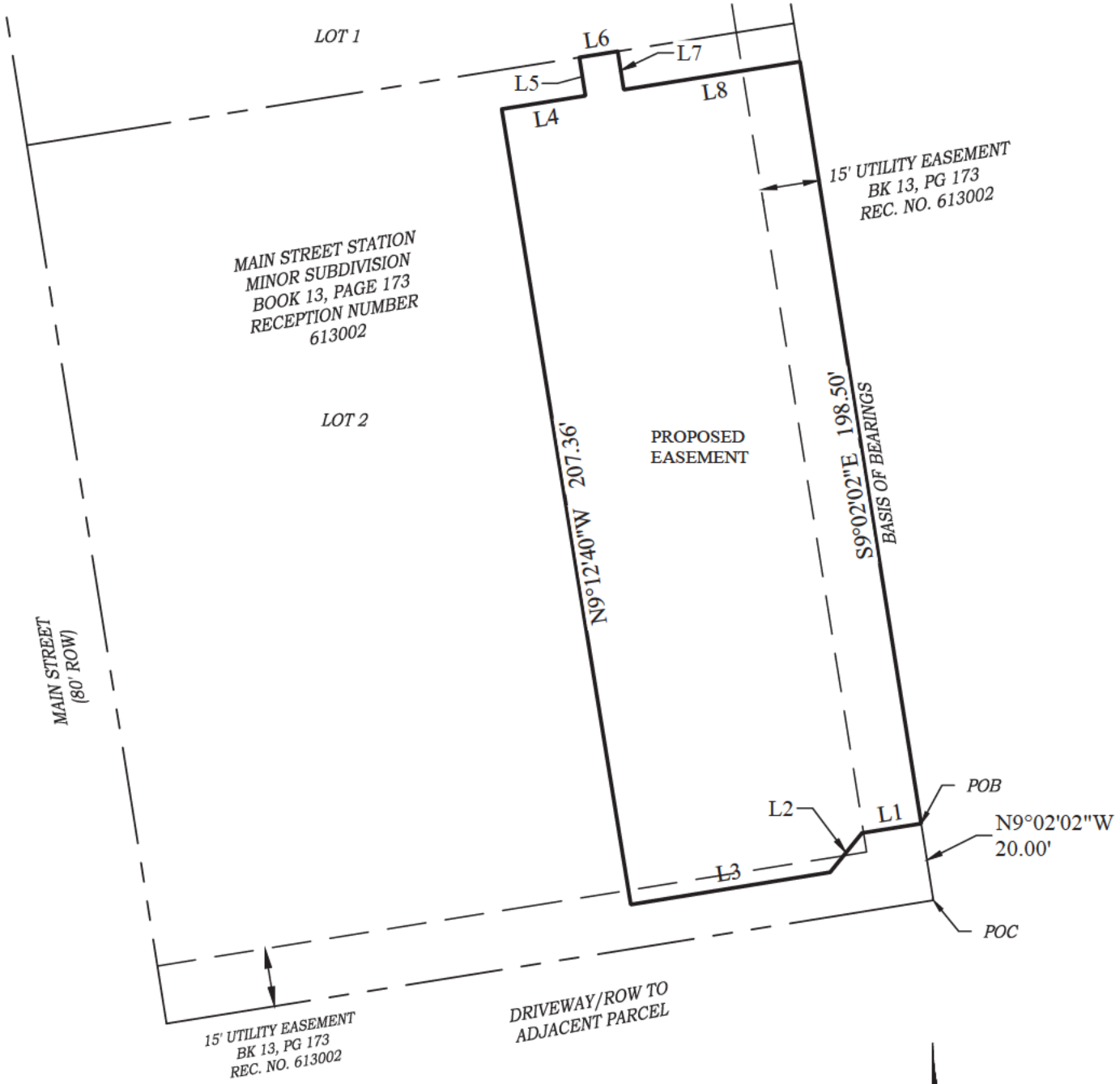
2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 05/28/25
PROJECT NO: 64624	

Z:\SHARED\PROJECTS\00000 - CIVIL PROJECTS\64642 - RSTJ INVESTMENTS - MAIN STREET STATION\PHASE-3-EASEMENT\64642-DRAINAGE-EASE.DWG

DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.45	S80°51'46"W
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L8	45.89	N80°57'58"E

N

0 40' 80'

HORIZONTAL SCALE IN FEET

encompass
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303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 06/02/25
PROJECT NO: 64624	SCALE: 1" = 40'

SHEET 2 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT #2

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EXHIBIT 2

LOT 2, MAIN STREET STATION MINOR SUBDIVISION, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.

DRAINAGE AND DETENTION EASEMENT

The undersigned owner of Lot 2, Main Street Station Minor Subdivision ("Lot 2"), hereinafter referred to as "Grantor", hereby acknowledges receipt from Main Street Station Elizabeth, LLC, a Colorado limited liability company the owner of Lot 1, Main Street Station Minor Subdivision ("Lot 1") hereinafter referred to as "Grantee", of the sum of one and no/100 dollar(s) ($1.00) and other good and valuable consideration and in consideration of which the Grantor hereby grants, bargains, sells and conveys to the Grantee, its agents, contractors, transferees, successors and assigns, a perpetual non-exclusive permanent drainage and detention easement and right-of-way to construct, reconstruct, install, operate, use, maintain, repair, replace and/or remove drainage improvements and related appurtenances necessary for the retention, detention and conveyance of storm waters ("Drainage Improvements") in, on, to, though, over, under and across a portion of Lot 2 ("Easement Area") more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over said premises, to survey, construct, reconstruct, operate, maintain, control and use said Drainage Improvements and to remove objects or structures therefrom. Grantor shall not remove any dirt or Drainage Improvements from the surface of the Easement Area or stockpile dirt on the Easement Area herein granted.

Grantor shall not build, create, construct or permit to be built, created or constructed any obstruction, building, fence, accessway, landscaping or other improvement over, under, or on the Easement Area or make any use of the Easement Area ("Easement Area Improvements") that unreasonably interferes with the rights granted herein. Grantee shall have the right to move any Easement Area Improvements that Grantee reasonably determines negatively impacts the function of the Drainage Improvements. Grantor bears the risk of any loss or damage caused by Grantee or Grantee's Permittees to any Easement Area Improvements installed or constructed in violation of the foregoing covenant. Notwithstanding the foregoing, it is expressly acknowledged and agreed to that Grantor may use the Drainage Improvements for stormwater detention, required by the development of Lot 2 and shall be permitted to install Easement Area Improvements identified and depicted on the approved Site Development Plan for the property.

Grantee shall be responsible for the design, construction, repair and maintenance of the Drainage Improvements, subject to a cost sharing agreement from Grantor for its pro rata share of the storm water flow into the detention pond as calculated in **Exhibit B**, attached hereto and incorporated herein by reference ("Cost Allocation"). Prior to engaging any work for the Drainage Improvements, Grantee shall submit to Grantor an engineering estimate for the initial design and construction of the Drainage Improvements ("Initial Estimate"). Grantor shall have ten (10) days from receipt of the estimate to approve or provide an engineered alternative estimate ("Alternative Estimate"). Failure to respond within the ten (10) days by Grantor or rejection of the Alternative Estimate by Grantee within three (3) days of receipt of Alternate Estimate, shall constitute agreement of the Initial Estimate by Grantor and it shall forward its pro rata share of the Initial Estimate to Grantee, pursuant to the Cost Allocation, as a condition of commencing the Drainage Improvements work. Thereafter, annual maintenance and/or repair of the Drainage Improvements shall be borne by Grantee with a pro rata reimbursement of the cost of maintenance and/or repair of the Drainage Improvements, pursuant to the Cost Allocation, within thirty (30) days of receipt of invoice.

In the event of default of the obligations of either Party, the non-defaulting Party may initiate an action in Elbert County District Court to enforce the commitments herein.

Grantee shall have the right and authority to assign all or any portion of the rights herein granted and the terms of this easement are a covenant running with the land and shall extend to, and be binding upon, the successors and assigns of Grantor and Grantee.

DATED this _____ day of _____, 2026.

GRANTOR

MAIN STREET STATION ELIZABETH, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as manager of Main Street Station Elizabeth, LLC concerning the above-captioned matter.

Witness my hand and official seal.

My commission expires: _____

_____
NOTARY PUBLIC

GRANTEE

MAIN STREET STATION ELIZABETH, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____ as manager of Main Street Station Elizabeth, LLC concerning the above-captioned matter.

Witness my hand and official seal.

My commission expires: _____

_____
NOTARY PUBLIC

EXHIBIT A
DRAINAGE IMPROVEMENTS

DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

EASEMENT DESCRIPTION

DRAINAGE EASEMENT

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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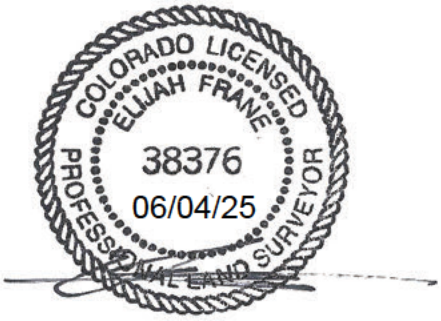
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SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 05/28/25
PROJECT NO: 64624	

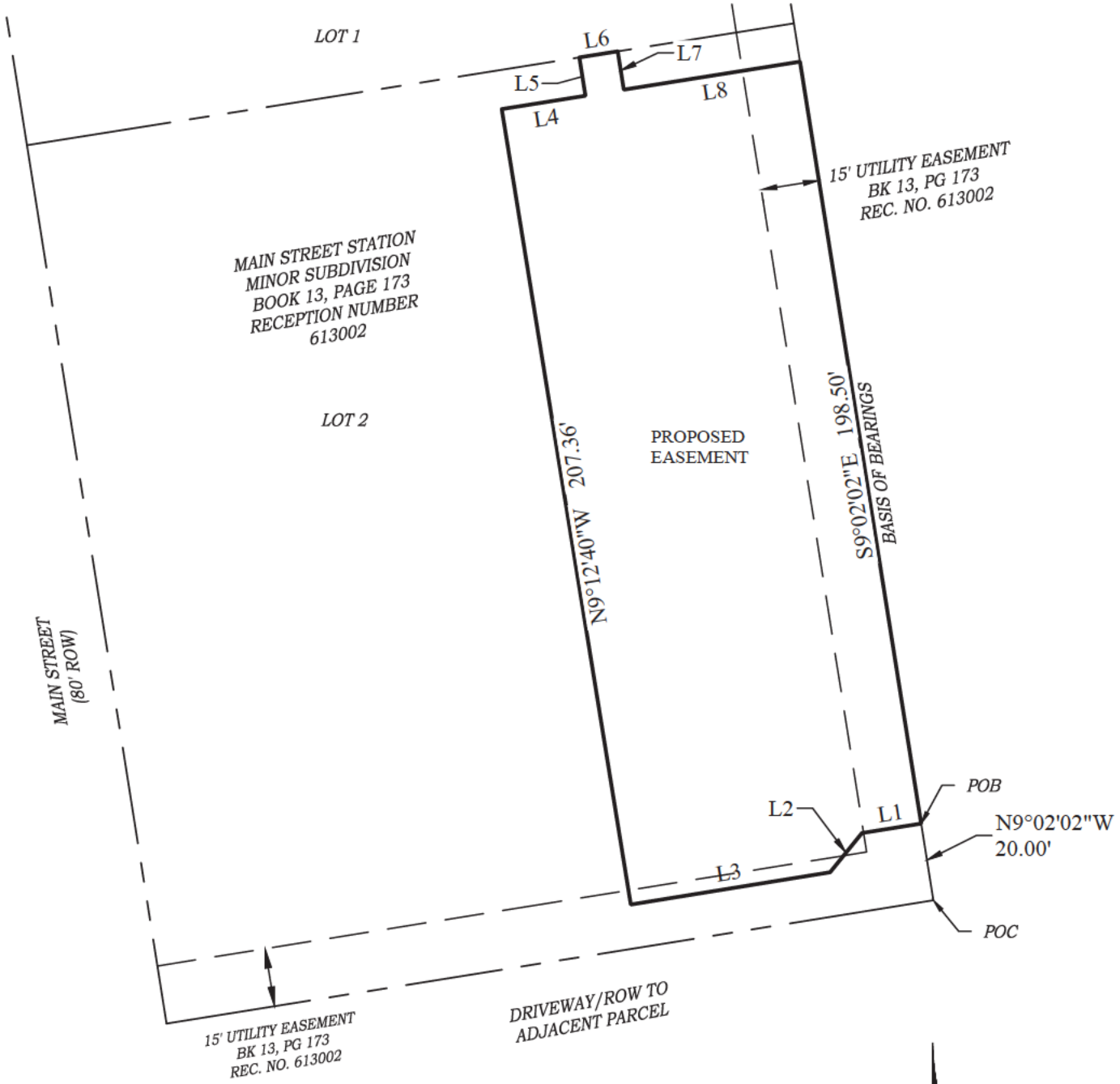
SHEET 1 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT #2

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DRAINAGE EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO



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N

0 40' 80'

HORIZONTAL SCALE IN FEET

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DRW: JR/CHK: EF	DATE: 06/02/25
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SHEET 2 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT #2

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EXHIBIT B

COST ALLOCATION
FOR DETENTION IMPROVEMENTS

Lot 1: 6.45 cfs = 51.3% of total volume of Runoff

Lot 2: 6.12 cfs= 48.7% of total volume of Runoff

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Fairfield and Woods, P.C.
1801 California Street, Suite 2600
Denver, CO 80202
Attn: Jack E. Reutzel

Space above this line for Clerk and Recorder's Use

CROSS-ACCESS AND PARKING EASEMENT AGREEMENT

This CROSS-ACCESS AND PARKING EASEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____, 2026 ("Effective Date"), by Main Street Station Elizabeth, LLC, a Colorado limited liability company whose address is _____ ("Company"), with respect to the following facts:

A. The Company is the owner of that certain real property with an address of 556 and 620 S. Main Street, Elizabeth, Colorado 80107 ("Property"), which has been subdivided as Main Street Station Minor Subdivision ("Plat"). The Plat creates Lot 1 and Lot 2 (the "Lots").

B. It is anticipated that both Lots will be developed with buildings that will generate vehicular traffic requiring certain off-street parking spaces to be constructed on both Lots.

C. Vehicular and pedestrian access to the Lots from Main Street, Walnut Street and Spruce Street will be provided via an internal access way described on **Exhibit A**, attached hereto and incorporated herein by reference and depicted on the approved Site Development Plan for Main Street Station, a copy of which is attached as **Exhibit B** hereto and incorporated herein by reference ("Access Way Easement").

D. In order to maintain convenient, safe and adequate parking on each Lot to accommodate the proposed development it is necessary and desirable to create a non-exclusive, permanent joint parking easement over and across each Lot for the benefit of the other as depicted on **Exhibit C**, attached hereto and incorporated herein (the "Joint Parking Easement"), pursuant to the terms herein.

E. In order to permit the joint use of the Access Way Easement it is necessary and desirable to create a non-exclusive, permanent right to use the Access Way Easement over and across each Lot for the benefit of the other.

NOW THEREFORE, the Company hereby declares that the Lots and every portion thereof shall be held, sold, and conveyed subject to this Agreement, which is imposed on such Lots to run with the land and be binding on and inure to the benefit of the Owners and all parties having any right, title, or interest in the Lots or any part thereof, their heirs, successors, and assigns:

1. Definitions. For purposes of this Agreement:

    a. "Owner" or "Owners" shall mean the Company and any and all successors or assigns of the Company that are the owner or owners of fee simple title to all or any portion of the Lots, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property or on any improvements thereon, unless such lien or encumbrance has been foreclosed on by the holder of said instrument.

    b. "Permittees" shall mean the tenant(s) or occupant(s) of a Lot and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).

2. Grant of Access Way Easement. The Company hereby grants and conveys a perpetual, non-exclusive easement over and across each Lot for the benefit of the other, its Owner(s) and Permittees, for the sole and exclusive purpose of vehicle and pedestrian access to and from adjacent public rights of way to and from each Lot. No activity or conduct that prevents reasonable access by the Owner or Permittees of either Lot shall be permitted. Notwithstanding the foregoing it is expressly understood that the Access Way Easement may be used by emergency vehicles and shall be sufficient width and made with construction material satisfactory for such purposes.

3. Grant of Joint Parking Easement. The Company hereby grants and conveys a perpetual, non-exclusive easement over and across each Lot for the benefit of the other, its Owner(s) and Permittees, for the sole and exclusive purpose of pedestrian access and vehicle access and parking.

4. Maintenance and Repair of the Joint Parking Easement. Owners of each Lot shall be responsible for keeping the Joint Parking Easement within the boundaries of each respective Lot in a clean, safe condition and in good order and repair, and in compliance with all applicable governmental laws, rules, and regulations**.** Such maintenance shall include, without limitation, snow removal, weed control, grounds maintenance, parking lot repairs, resurfacing, sealing, and stripping, picking up debris, and performing reasonably necessary pest and odor control.

5. Maintenance and Repair of the Access Way Easement. Owners of each Lot shall be responsible for keeping the Access Easement within the boundaries of each respective Lot in a clean, safe condition and in good order and repair, and in compliance with all applicable governmental laws, rules, and regulations**.** Such maintenance shall include, without limitation, snow removal, weed control, grounds maintenance, parking lot repairs, resurfacing, sealing, and stripping, picking up debris, and performing reasonably necessary pest and odor control.

6. Term and Perpetuity. The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the Effective Date and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this Agreement or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein. Notwithstanding the foregoing, the easements contained herein binding and

benefiting the Lots shall be perpetual and shall run with the land. This Agreement may only be terminated by mutual, written agreement to terminate executed by all of the Lot Owners. If the Lots are both acquired by the same Owner, this Agreement shall not terminate under the doctrine of merger. A singular Owner of the Lots may only terminate this Agreement by executing a statement of termination. Any agreement or statement of termination must be recorded in Elbert County. Upon termination of the agreements, conditions, covenants and restrictions of this Agreement, all rights and privileges derived from, and all duties and obligations created and imposed by the provisions of this Agreement, except as related to the easements cited and mentioned herein, shall terminate, and have no further force or effect.

7. Insurance. Each Owner shall at all times maintain or cause to be maintained with respect to its Lot and all buildings and improvements thereon and by any contractor during any construction activity on such Lot, at least, the minimum insurance coverage set forth below:

    a. Broad Form Property Damage, including Explosion, Collapse, and Underground Hazards, for the full replacement cost of any improvements thereon:
        i. $2,000,000.00 for bodily injury and property damage, per occurrence;
        ii. $5,000,000.00 for products and completed operations; and
        iii. $5,000,000.00 in the general aggregate.

8. Indemnification. Each Owner (the "Indemnitor") shall indemnify, defend, and hold harmless the other Owner(s) (the "Indemnitee") from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature caused by the Indemnitor or its Permittees relating to the Indemnitor's performance or nonperformance of its responsibilities under this Agreement.

9. No Waiver. No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder by deemed a waiver of any subsequent default hereunder.

10. No Termination for Breach. No breach, whether or not material, of the provisions of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Agreement.

11. Limitation of Liability. Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Lot, or any portion thereof, including but not limited to Owner, shall be bound by this Agreement only as to the Lot or portion of the Lot acquired or possessed by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold Owner or occupant of such Lot or portion of the Lot; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this section, the covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said Lots running with the land.

12. Notices. Any notice or invoice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid or deposit with a nationally recognized overnight delivery service, and addressed to the party being notified at the address given below (or such other address which any party may designate for itself from time to time hereafter by written notice to the other parties):

    Main Street Station Elizabeth, LLC
    _____
    _____

    Email: _____

    In the event of a change in Owner of one or both Lots, the new Owner shall provide written notice to the other Owner(s) of its designated address for notice purposes.

13. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

14. Amendment. This Agreement may only be amended or modified by a written agreement executed by all Owners.

15. No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Lots or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall insure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

[signature pages follow]

IN WITNESS WHEREOF, the Company has executed this Agreement as of the date below, but made effective as of the Effective Date.

Main Street Station Elizabeth, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ of Main Street Station Elizabeth LLC, a Colorado limited liability company.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

[SEAL]

EXHIBIT A

CROSS ACCESS EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

EASEMENT DESCRIPTION

AN EASEMENT LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, MAIN STREET STATION MINOR SUBDIVISION RECORDED IN BOOK 13, PAGE 173 AND RECEPTION NUMBER 613002 AND CONSIDERING THE SOUTH LINE OF SAID LOT 2 TO BEAR S80°51'46" W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S80°51'46" W ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 106.50 FEET TO THE POINT OF BEGINNING; THENCE S80°51'46"W ALONG SAID SOUTH LINE A DISTANCE OF 25.09 FEET; THENCE LEAVING SAID SOUTH LINE N8°52'45"W A DISTANCE OF 9.97 FEET TO A POINT OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN RADIUS OF 35.29 FEET, AN ARC LENGTH OF 21.09 FEET, AND A CENTRAL ANGLE OF 34°14'40", WHOSE CHORD BEARS N8°14'33"E AND DISTANCE OF 20.78 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG SAID REVERSE CURVE TO THE LEFT HAVING AN RADIUS 35.00 FEET, AN ARC LENGTH OF 21.00 FEET, AND A CENTRAL ANGLE OF 34°23'00", WHOSE CHORD BEARS N8°10'24"E AND DISTANCE OF 20.69 FEET; THENCE N9°01'04"W A DISTANCE OF 153.58 FEET TO A POINT OF A CURVE;THENCE ALONG SAID CURVE TO THE LEFT HAVING AN RADIUS 15.00 FEET, AN ARC LENGTH OF 23.57 FEET, AND A CENTRAL ANGLE OF 90°01'00", WHOSE CHORD BEARS N54°01'34"W AND DISTANCE OF 21.22 FEET; THENCE S80°57'56"W A DISTANCE OF 65.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE N9°01'29"W ALONG SAID WEST LINE A DISTANCE OF 10.57 FEET TO THE SOUTHWEST CORNER OF LOT 1, MAIN STREET STATION MINOR SUBDIVISION RECORDED IN BOOK 13, PAGE 173 AND RECEPTION NUMBER 613002; THENCE N9°01'29"W ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 13.43 FEET; THENCE N80°57'32"E A DISTANCE OF 65.51 FEET TO A POINT OF A CURVE;THENCE ALONG SAID CURVE TO THE LEFT HAVING AN RADIUS 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CENTRAL ANGLE 89°59'30", WHOSE CHORD BEARS N35°57'49"E AND DISTANCE OF 21.21 FEET; THENCE N9°01'54"W A DISTANCE OF 203.38 FEET TO THE NORTH LINE OF SAID NORTH LOT 1; THENCE N80°53'19"E ALONG SAID NORTH LINE A DISTANCE OF 24.00 FEET; THENCE S9°01'34"E A DISTANCE OF 14.60 FEET TO A POINT OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN RADIUS 5.00 FEET, AN ARC LENGTH OF 3.22 FEET, AND A CENTRAL ANGLE OF 36°54'30", WHOSE CHORD BEARS S27°28'54"E AND DISTANCE OF 3.17 FEET; THENCE S9°01'54"E A DISTANCE OF 238.71 FEET TO A POINT OF A CURVE; THENCE ALONG SAID CURVE TO THE RIGHT HAVING AN RADIUS 36.44 FEET, AN ARC LENGTH OF 15.13 FEET, AND A CENTRAL ANGLE OF 23°47'20", WHOSE CHORD BEARS S7°34'41"E AND DISTANCE OF 15.02 FEET; THENCE ALONG SAID REVERSE CURVE TO THE LEFT HAVING AN RADIUS 5.00 FEET, AN ARC LENGTH OF 1.29 FEET, AND A CENTRAL ANGLE OF 14°49'00", WHOSE CHORD BEARS S26°52'55"E AND DISTANCE OF 1.29 FEET; THENCE S9°01'04"E A DISTANCE OF 175.87 FEET; THENCE S80°58'55"W A DISTANCE OF 7.22 FEET TO A POINT OF A CURVE; THENCE ALONG SAID CURVE TO THE LEFT HAVING AN RADIUS 5.00 FEET, AN ARC LENGTH OF 7.85 FEET, AND CENTRAL ANGLE 90°00'20", WHOSE CHORD BEARS S35°58'43"W AND DISTANCE OF 7.07 FEET; THENCE S9°01'29"E A DISTANCE OF 7.12 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S STATEMENT:

I, ELIJAH FRANE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EASEMENT DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE EASEMENT LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.

COLORADO LICENSED
ELIJAH FRANE
38376
06/04/25
PROFESSIONAL LAND SURVEYOR

ELIJAH FRANE, CO PS #38376
FOR AND ON BEHALF OF
ENCOMPASS ENERGY
SERVICES, LLC

NOTES:

1. THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

2. THIS EXHIBIT AND LEGAL DESCRIPTION ARE NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

3. THIS EXHIBIT IS FOR A PROPOSED LOCATION AND IS NOT INTENDED TO REPRESENT AN EXISTING EASEMENT LOCATION.

4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 05/28/25
PROJECT NO: 64624	

Z:\SHARED\PROJECTS\00000 - CIVIL PROJECTS\64642 - RSTJ INVESTMENTS - MAIN STREET STATION\PHASE-3-EASEMENT\64642-CROSS ACCESS EASE.DWG

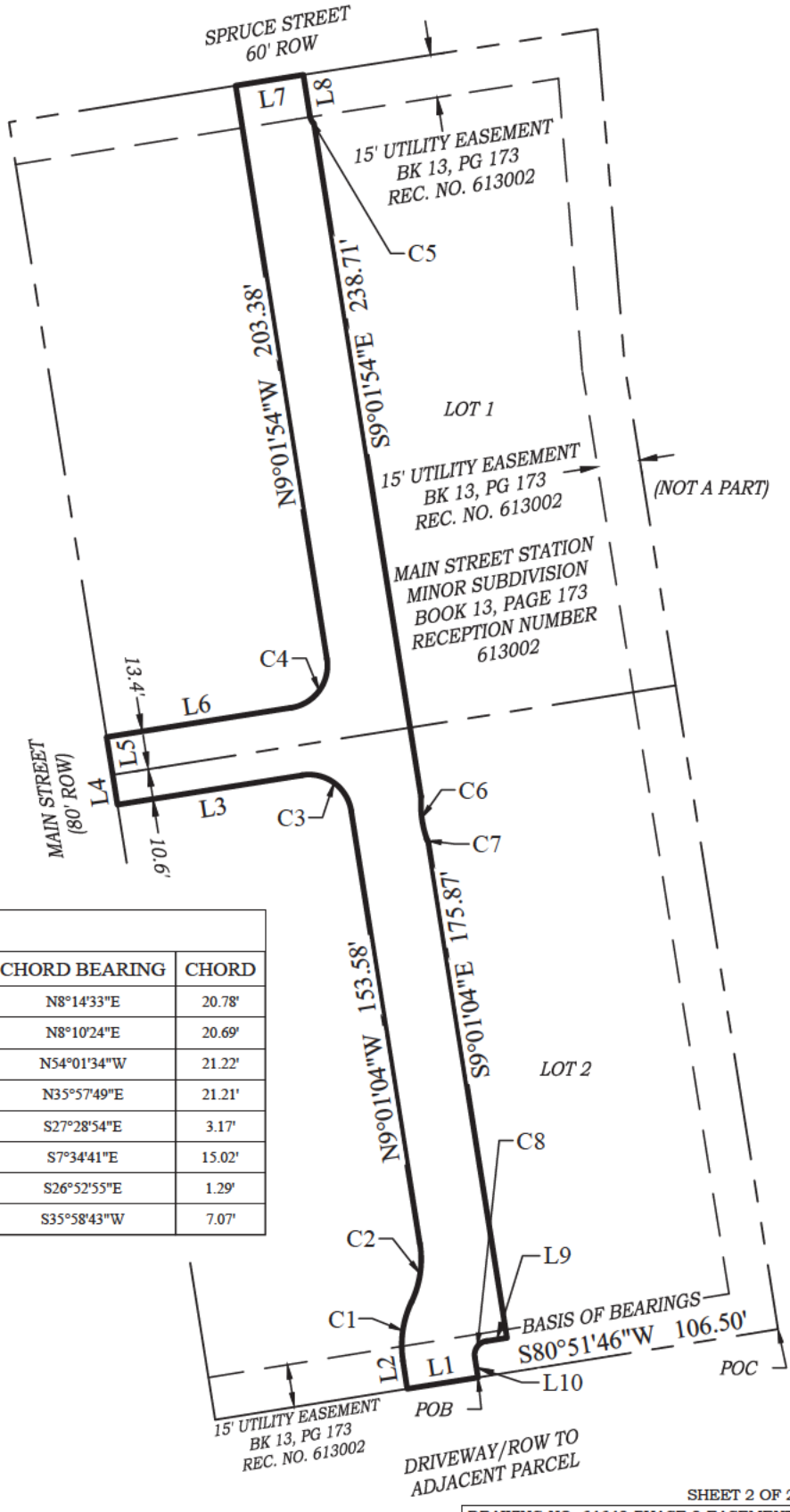
CROSS ACCESS EASEMENT

IN A PART OF THE NE 1/4 OF SECTION 18, TOWNSHIP 08 SOUTH,
RANGE 64 WEST, 6TH P.M., ELBERT COUNTY, COLORADO

N

0 60' 120'

HORIZONTAL SCALE IN FEET



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.09	S80°51'46"W
L2	9.97	N8°52'45"W
L3	65.53	S80°57'56"W
L4	10.57	N9°01'29"W
L5	13.43	N9°01'29"W
L6	65.51	N80°57'32"E
L7	24.00	N80°53'19"E
L8	14.60	S9°01'34"E
L9	7.22	S80°58'55"W
L10	7.12	S9°01'29"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	35.29'	21.09'	34°14'40"	N8°14'33"E	20.78'
C2	35.00'	21.00'	34°23'00"	N8°10'24"E	20.69'
C3	15.00'	23.57'	90°01'00"	N54°01'34"W	21.22'
C4	15.00'	23.56'	89°59'30"	N35°57'49"E	21.21'
C5	5.00'	3.22'	36°54'30"	S27°28'54"E	3.17'
C6	36.44'	15.13'	23°47'20"	S7°34'41"E	15.02'
C7	5.00'	1.29'	14°49'00"	S26°52'55"E	1.29'
C8	5.00'	7.85'	90°00'20"	S35°58'43"W	7.07'

encompass
Providing Solutions

2750 S. WADSWORTH BLVD, SUITE C-202
DENVER, COLORADO 80227
303-955-6080
WWW.ENCOMPASSSERVICES.COM

DRW: JR/CHK: EF	DATE: 05/28/25
PROJECT NO: 64624	SCALE: 1" = 60'

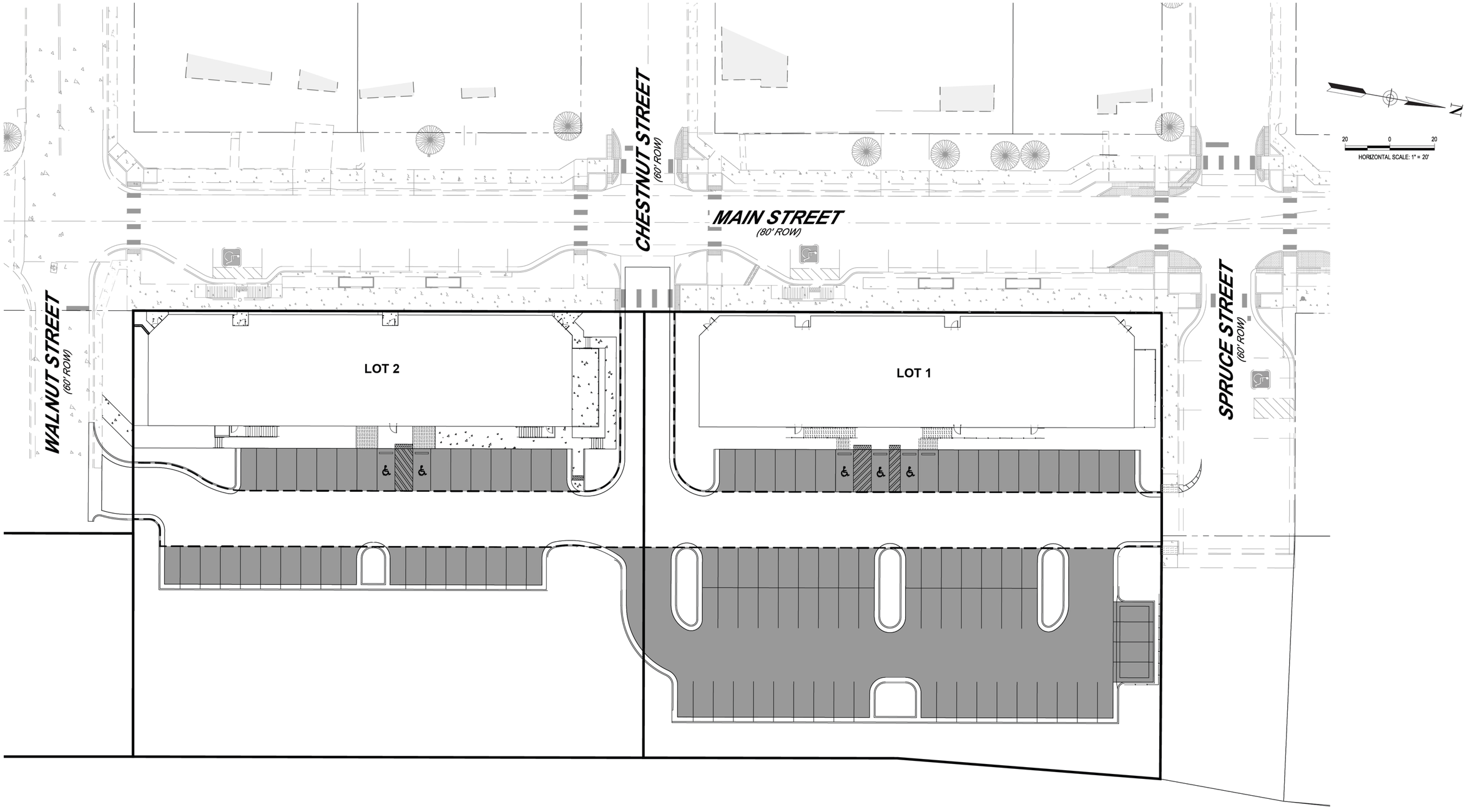
SHEET 2 OF 2

DRAWING NO. 64642-PHASE 3-EASEMENT

Z:\SHARED\PROJECTS\00000 - CIVIL PROJECTS\64642 - RSTJ INVESTMENTS - MAIN STREET STATION\PHASE-3-EASEMENT\64642-CROSS ACCESS EASE.DWG

EXHIBIT B

EXHIBIT C



PARKING SUMMARY:

LOT 1

73 STANDARD STALLS
1 VAN ACCESSIBLE STALL
2 ACCESSIBLE STALLS
76 STALLS TOTAL - LOT 1

LOT2

32 STANDARD STALLS
1 VAN ACCESSIBLE STALL
1 ACCESSIBLE STALL
34 STALLS TOTAL - LOT 2

2 VAN ACCESSIBLE STALLS TOTAL
3 ACCESSIBLE STALLS TOTAL
110 STALLS TOTAL

ROTH LANG ENGINEERING GROUP LLC
6855 S. HAVANA STREET, SUITE 600
CENTENNIAL, CO 80112
PHONE: 303-841-9365

SHEET NUMBER:

PREPARED BY AND UPON
RECORDATION RETURN TO:

Jack E. REeutzel, Esq.
Fairfield and Woods, P.C.
1801 California St., Ste 2600
Denver, Colorado 80202

NOTICE OF TERMINATION AND VACATION OF EASEMENT

THIS NOTICE OF TERMINATION AND VACATION OF ACCESS EASEMENT is made effective as of the _____ day of _____, 2026 by the undersigned **MAIN STREET STATION ELIZABETH, LLC**, a Colorado limited liability company, having an address of _____ ("Owner"),

A. The Owner owns Lot 1 and Lot 2 of the Main Street Station Minor Subdivision ("Minor Subdivision") recorded October 14, 2021 at Reception No. 613002 in the real property records of Elbert County Colorado. A copy of the Minor Subdivision is attached hereto as **Exhibit A** and incorporated herein by reference.

B. Reference is made to that certain access easement created by the Minor Subdivision affecting Lots 1 and Lot 2, Mainstreet Station Minor Subdivision ("Access Easement").

C. Each Lot is burdened with a fifteen foot (15') easement to provide vehicular access to both Lots.

D. The Owner desires to terminate and vacate the Access Easement created because alternative access to both Lots has been created by separate instrument in conjunction with a specific development proposed by Owner.

NOTICE IS HEREBY MADE that the Easement be and hereby is terminated, released, abandoned, vacated and of no further force nor effect.

[Signature Pages Follow]

THIS NOTICE OF TERMINATION AND VACATION OF EASEMENT is made effective as of the date first set forth above.

OWNER of LOT 1:

Main Street Station Elizabeth, LLC
a Colorado limited liability company

By: _____
_____, Manager

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me the _____ day _____, 2026, by _____, as Manager of Main Street Station Elizabeth, LLC, a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
(Signature of notarial officer)

My commission expires:
[SEAL]

OWNER of LOT 2:

Main Street Station Elizabeth, LLC
a Colorado limited liability company

By: _____
Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me the _____ day of _____, 2026, by _____, as _____ of Main Street Station Elizabeth, LLC a Colorado limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
(Signature of notarial officer)

My commission expires:
[SEAL]

EXHIBIT A

Minor Subdivision

MAIN STREET STATION MINOR SUBDIVISION

A REPLAT OF LOTS 1-6 INCLUSIVE, BLOCK 14 & LOTS 1-6 INCLUSIVE, BLOCK 15, PHILLIPS ADDITION TO THE TOWN OF ELIZABETH
2.12 ACRES - 2 LOTS

AND A PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

13-173 1/2

PROPERTY DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH P.M, TOWN OF ELIZABETH, COUNTY OF ELBERT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 14 OF PHILLIPS ADDITION TO THE TOWN OF ELIZABETH, AS RECORDED IN PLAT BOOK 2, PAGE 37, AND CONSIDERING THE NORTH LINE OF SAID BLOCK 14 TO BEAR N80°48'59"E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N80°48'59"E, ALONG SAID NORTH LINE, A DISTANCE OF 99.62 FEET; THENCE N81°10'24"E, ALONG THE SOUTH LINE OF RIGHT-OF-WAY DESCRIBED IN REC. NO. 360818, A DISTANCE OF 109.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FORMER COLORADO AND SOUTHERN RAILROAD AS DESCRIBED IN BOOK 22, AT PAGE 123 OF THE ELBERT COUNTY RECORDS; THENCE S04°39'26"E, ALONG SAID FORMER EAST R.O.W. LINE, A DISTANCE OF 118.10 FEET; THENCE S09°02'02"E, CONTINUING ALONG SAID FORMER EAST R.O.W. LINE, A DISTANCE OF 342.22 FEET TO THE INTERSECTION OF SAID FORMER EAST R.O.W. LINE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 15, PHILLIPS ADDITION TO THE TOWN OF ELIZABETH, AS RECORDED IN PLAT BK. 2, PG. 37 IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER; THENCE S80°51'46"W, A DISTANCE OF 99.84 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S80°51'46"W, ALONG THE SOUTH LINE OF SAID BLOCK 15, A DISTANCE OF 99.95 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 15; THENCE N09°01'29"W, ALONG THE WEST LINE OF BLOCKS 15 AND 14 OF SAID PHILLIPS ADDITION TO THE TOWN OF ELIZABETH, A DISTANCE OF 460.47 FEET TO THE NORTWEST CORNER OF BLOCK 14 OF PHILLIPS ADDITION TO THE TOWN OF ELIZABETH AND THE POINT OF BEGINNING, SAID PARCEL CONTAINING 2.12 ACRES MORE OR LESS, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO.

OWNERSHIP AND DEDICATION STATEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND STYLE OF MAIN STREET STATION MINOR SUBDIVISION. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

Russell D. Berget
SIGNATURE

Main Street Station Elizabeth LLC
(OWNERS/MORTGAGEE)

BY: Russell D Berget

TITLE: Manager

ATTEST
SECRETARY

Russell D. Berget
SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF SEPT., 2021, BY Russell Berget AS MANAGER OF MainStreet STATION LLC

WITNESS MY HAND AN OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THOMAS MAHONEY
Notary Public - State of Colorado
Notary ID 20104006240
My Commission Expires Feb 28, 2022

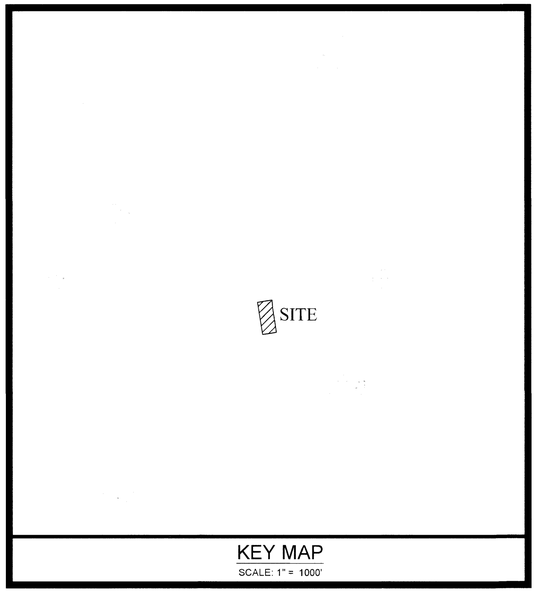
TITLE VERIFICATION:

I/WE Stewart Title of Elizabeth COLORADO ESCROW AND TITLE DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

(NOTARIZED SIGNATURE)

9-29-21
DATE

Stewart Title
COMPANY NAME



KEY MAP
SCALE: 1" = 1000'

GENERAL NOTES:

1. CONSIDERING THE EAST LINE OF BLOCKS 14 & 15, PHILLIPS ADDITION TO THE TOWN OF ELIZABETH TO HAVE AN ASSUMED BEARING OF N09°03'56"W AND MONUMENTED AS SHOWN HEREON.

2. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.

3. THIS SURVEY IS BASED ON EXISTING MONUMENTS FOUND IN PLACE, AS SHOWN. DOCUMENTS OF RECORD AND THE TITLE COMMITMENT PROVIDED BY THE CLIENT.

4. DATE OF SURVEY WAS SEPTEMBER 03, 2020.

5. THE UNITS OF MEASUREMENT FOR THIS PLAT ARE US SURVEY FOOT WHICH IS EQUIVALENT TO ONE METER = 3937/1200 FEET.

6. THE LOTS SHOWN ON THIS PLAT GENERALLY FOLLOW NATURAL TERRAIN AND CONTAIN NATURAL DRAINAGE WAYS AND FLOW PATHS THAT CONVEY UPSTREAM STORM WATER RUNOFF ACROSS LOT BOUNDARIES. THEREFORE, THE OWNER OF THE UPPER LANDS HAS AN EASEMENT OVER LOWER LANDS FOR DRAINAGE OF SURFACE WATERS AND NATURAL DRAINAGE THROUGH THE DOWNSTREAM LOT. EXISTING DRAINAGE PATHS MAY BE ALTERED BUT SHALL PROVIDE FOR THE QUANTITY OF WATER TO PASS FROM THE UPSTREAM DRAINAGE AND NOT NEGATIVELY AFFECT DOWNSTREAM PROPERTIES. THE DEVELOPMENT OF A DOWNSTREAM SITE PLAN SHALL INCLUDE PERMANENT EASEMENTS FOR THE CONVEYANCE OF DRAINAGE.

7. NO LOT WITHIN THIS SUBDIVISION SHALL BE BUILT UPON OR ANY IMPROVEMENTS CONSTRUCTED WITHIN A LOT, UNTIL A SITE PLAN IS REVIEWED AND APPROVED BY THE TOWN OF ELIZABETH.

8. CURRENT ZONING IS DOWNTOWN (DT).

9. BASED UPON FEMA FLOODPLAIN MAP PANEL 08039C0480C DATED 3/17/2011 THE SUBJECT PARCEL LIES WITHIN ZONE X AND IS THEREFORE NOT LOCATED WITHIN THE FLOODPLAIN.

10. THE 30' FOOT ACCESS EASEMENT SHALL SERVE AS ACCESS FOR BOTH LOTS 1 AND 2, AND SHALL NOT IMPEDE TRAVEL BETWEEN LOTS 1 AND 2.

11. AN EXISTING POWER LINE RUNS ALONG THE WESTERN BORDER OF THIS SUBDIVISION. IREA HAS PRESCRIPTIVE RIGHTS FOR THIS LINE.

BOARD OF TRUSTEES:

THIS PLAT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, ON THE _____ DAY OF _____, 20__, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF ELIZABETH. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE, GEOLOGY, GROUNDWATER CONDITIONS OF FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

Michelle Oberg
ATTEST:
TOWN CLERK

Megan Vasquez
MAYOR, TOWN OF ELIZABETH
SIGNATURE

SURVEYOR'S CERTIFICATION:

I, ELIJAH FRANE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON SEPTEMBER 03, 2020, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS 21 DAY OF September, 2021

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
(PRINTED) Elijah Frane PLS 38376

(SIGNATURE)

CLERK AND RECORDER'S CERTIFICATION:

STATE OF COLORADO)
) SS.
COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS 14th DAY OF October 2021 A.D., AT 3:03 A.M./P.M., AND WAS RECORDED PER RECEPTION NUMBER 613002 BOOK 13 PAGE 173.

(NAME) _____
ELBERT COUNTY CLERK AND RECORDER

613002 B: 13 P: 173 PLAT
10/14/2021 03:03:21 PM Page: 1 of 2 R 23.00 D
Dallas Schroeder Recorder, Elbert County, Co

LAND USE SUMMARY:

LAND DESIGNATION	AREA (ACRES +/-)	PRIMARY USE	SECONDARY USES	OWNER	MAINTENANCE RESPONSIBILITY
LOTS 1 AND 2	2.12	COMMERCIAL MIXED USE	LANDSCAPING, DRAINAGE, UTILITIES	PRIVATE	PRIVATE
TOTAL:	2.12				

DATE:	REVISIONS:
3/25/21	CHANGED LOT LINES
7/22/21	1ST COMMENTS
8/13/21	ADDED SEC. CORS
8/24/21	2ND COMMENTS

FRANE SURVEYING INC.
303-243-0037
P.O. BOX 2372
ELIZABETH, CO 80107

SCALE:	DATE	DRAWN BY
-	11/16/2020	D. COTTER

MAIN STREET STATION MINOR SUBDIVISION
PART OF SEC. 18, T8S, R64W, 6TH P.M.
ELBERT COUNTY, STATE OF COLORADO

CLIENT: RSTJ INVESTMENTS, LLC

SHEET 1 OF 2 | JOB NUMBER: 19-169-FINAL-PLAT

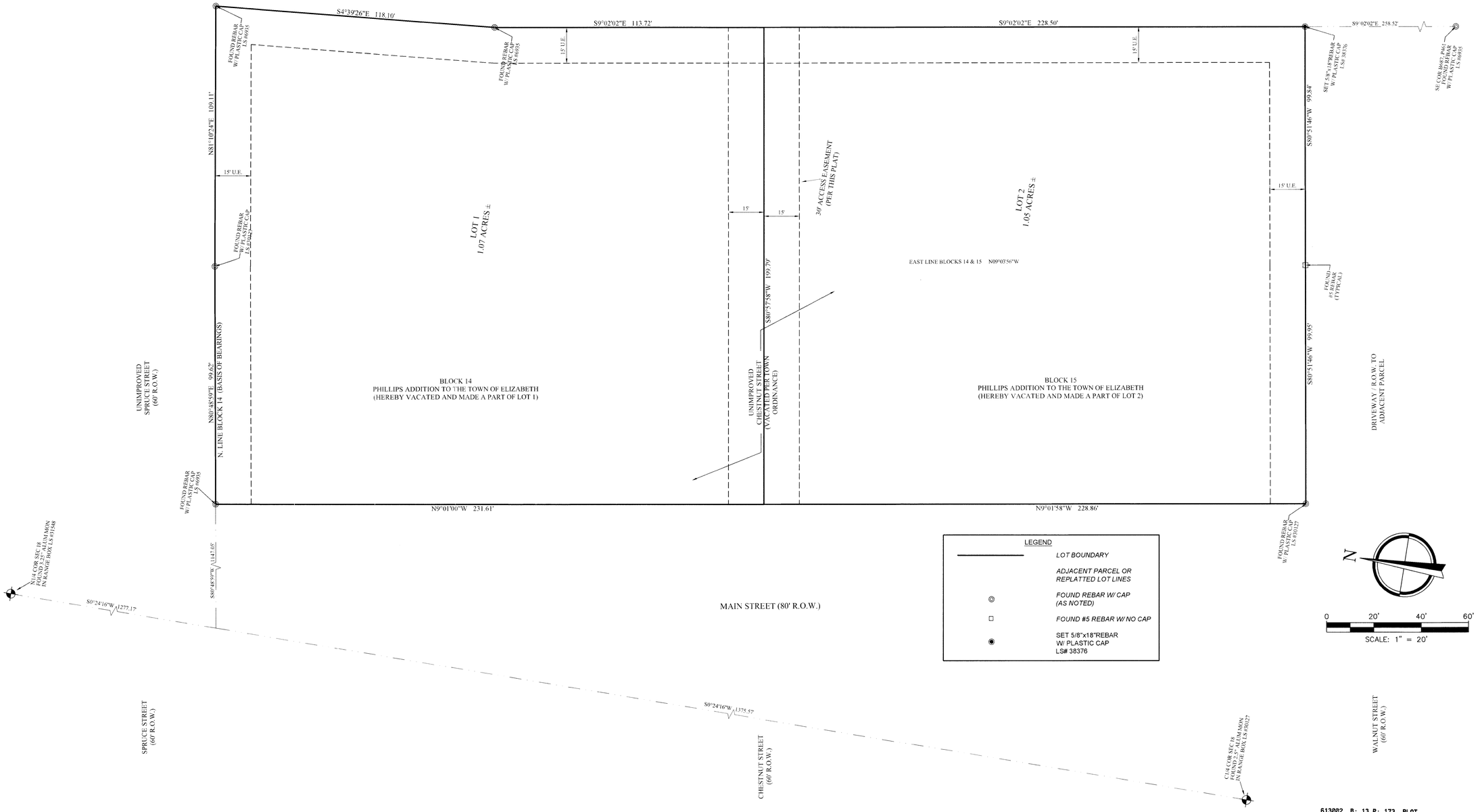
B13 P173

MAIN STREET STATION MINOR SUBDIVISION

A REPLAT OF LOTS 1-6 INCLUSIVE, BLOCK 14 & LOTS 1-6 INCLUSIVE, BLOCK 15, PHILLIPS ADDITION TO THE TOWN OF ELIZABETH

2.12 ACRES - 2 LOTS

AND A PART OF SECTION 18, T. 8 S, R. 64 W, 6TH P.M., TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO



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

DATE:	REVISIONS:
3/25/21	CHANGED LOT LINES
7/22/21	1ST COMMENTS
8/13/21	ADDED SEC. CORS
8/24/21	2ND COMMENTS

FRANE SURVEYING INC.
303-243-0037
P.O. BOX 2372
ELIZABETH, CO 80107

SCALE	DATE	DRAWN BY	JOB NUMBER
1"=20'	11/16/2020	D. COTTER	19-169-FINAL-PLAT

SHEET 2 OF 2

MAIN STREET STATION MINOR SUBDIVISION
PART OF SEC. 18, T8S, R64W, 6TH P.M.
ELBERT COUNTY, STATE OF COLORADO

CLIENT: RSTJ INVESTMENTS, LLC

613002 B: 13 P: 173 PLAT
10/14/2021 03:03:21 PM Page: 2 of 2 R 23.00 D
Dallas Schroeder Recorder, Elbert County, Co

B13 P173

13-173 2/2

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 9/18/23

NAME OF PROJECT: Main Street Station

NAME OF APPLICANT: Main Street Station Elizabeth LLC

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 556 S Main St, Elizabeth CO 80107; 620 S Main St, Elizabeth CO 80107

Main Street Station Minor Subdivision, Lots 1 and 2, Town of Elizabeth, County of Elbert, State of Colorado

Please check the appropriate item(s):

____REZONE	____PLAT	____USE BY SPECIAL REVIEW
____PUD (planned unit development)	____MINOR PLAT/REPLAT	____ANNEXATION
____VARIANCE	____SUBDIVISON	____MINOR SUBDIVISION
X SITE PLAN	____OTHER	

PRESENT ZONING: DT

AREA IN ACRES: 2.12

PROPOSED ZONING: DT

PRESENT USE: Vacant

PROPOSED # OF LOTS (if applicable): N/A

PROPOSED GROSS FLOOR AREA (if applicable): 47,906

***PROPERTY OWNER**

NAME: Main Street Station Elizabeth LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

Russell D. Reagat

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Providence Consulting, LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 18th day of September, 2023.

My commission expires

Feb 23, 2027

Notary

ETHAN LOUIS MAXWELL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234007329
MY COMMISSION EXPIRES FEB 23, 2027

TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 2/9/25

NAME OF PROJECT: MAIN STREET STATION

NAME OF APPLICANT: MAIN STREET STATION ELIZABETH LLC

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 556 & 620 S MAIN ST, ELIZABETH CO 80107

MAIN STREET STATION MINOR SUBDIVISION, LOTS 1 & 2, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO

Please check the appropriate item(s):

____REZONE	____PLAT	X USE BY SPECIAL REVIEW
____PUD (planned unit development)	____MINOR PLAT/REPLAT	____ANNEXATION
____VARIANCE	____SUBDIVISON	____MINOR SUBDIVISION
____SITE PLAN	____OTHER	

PRESENT ZONING: DT

AREA IN ACRES: 2.12

PROPOSED ZONING: DT

PRESENT USE: VACANT

PROPOSED # OF LOTS (if applicable): N/A

PROPOSED GROSS FLOOR AREA (if applicable): 18,485 SQ FT (USR)

***PROPERTY OWNER**

NAME: MAIN STREET STATION ELIZABETH LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: PROVIDENCE CONSULTING, LLC

ADDRESS: [redacted]

TELEPHONE #: [redacted]

EMAIL: [redacted]

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 10 day of February, 20 25

My commission expires 11/08/2028

Notary

DYLAN CORBETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244041312
MY COMMISSION EXPIRES 11/08/2028

Disclosure Letter

Property Owner: Main Street Station Elizabeth LLC
Business Name: Main Street Station Elizabeth LLC
Address: 556 S Main St; 620 S Main St
City, State, Zip: Elizabeth CO 80107

To: Town of Elizabeth, Community Development Department
RE: Address or Lot and Block # 556 S Main St, 620 S Main St, Elizabeth CO 80107
Town of Elizabeth, CO 80107

To whom it may concern;

This letter shall serve to authorize Providence Consulting, LLC to serve as our representative through the site plan development process with the Town of Elizabeth for our project named Main Street Station located at 556 and 620 S Main St, Elizabeth.

Sincerely,

Russell D. Berget
Signature

Printed name Russ Berget
Printed Business Name Main Street Station Elizabeth LLC
Date

Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Fax:

Date: September 22, 2023
File Number: 2138713-IO
Property Address: 556 South Main Street, Elizabeth, CO 80107
620 South Main Street, Elizabeth, CO 80107
Buyer/Borrower: Main Street Station Elizabeth, LLC

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : **Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : **Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land…: This shows the type of ownership that is going to be insured.

No. 4: **The Title is, at the Commitment Date…:** This shows the name(s) of the current owner(s).

No. 5: **The land referred to in the Commitment…:** This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I - Requirements;
f. Schedule B, Part II - Exceptions; and
g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I - Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	Stewart Title Company
Issuing Office:	10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:	
Loan ID Number:	
Commitment Number:	2138713-IO
Issuing Office File Number:	2138713-IO
Property Address:	556 South Main Street, Elizabeth, CO 80107 620 South Main Street, Elizabeth, CO 80107
Revision Number:	

1. **Commitment Date:** September 18, 2023 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

   (a) 2021 ALTA® Owner's Policy
   Proposed Insured:

   (b) ALTA® Loan Policy
   Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

   FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

   Main Street Station Elizabeth, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

   See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

Authorized Countersignature

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES
These charges are due and payable before a policy can be issued:

Informational commitment	$750.00

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2138713-IO

Lots 1 and 2,
MAIN STREET STATION MINOR SUBDIVISION,
According to the Plat recorded October 14, 2021 as Reception No. 6131002.
Town of Elizabeth, County of Elbert, State of Colorado.

For Informational Purposes Only: 556 South Main Street, Elizabeth, CO 80107
620 South Main Street, Elizabeth, CO 80107

APN: 8418140001, R123673, 8418140002, R123674

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2138713-IO

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. NONE.
   NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

6. FOR INFORMATIONAL PURPOSES ONLY:

   Warranty Deed recorded September 16, 2020, in Book 807 at Page 812 as Reception No. 599179. Quit Claim Deed recorded March 25, 2019, in Book 793 at Page 326 as Reception No. 584549. Quit Claim Deed recorded May 23, 2017, in Book 777 at Page 849 as Reception No. 569077. Warranty Deed recorded May 23, 2017, in Book 777 at Page 848 as Reception No. 569076. Quit Claim Deed recorded May 23, 2017, in Book 777 at Page 844 as Reception No. 569072. Warranty Deed recorded May 23, 2017, in Book 777 at Page 843 as Reception No. 569071. Warranty Deed recorded December 31, 2002, in Book 638 at Page 366 as Reception No. 428115. Warranty Deed recorded April 11, 1997, in Book 564 at Page 293 as Reception No. 353319.

   NOTE: Statement of Authority for Main Street Station Elizabeth LLC recorded September 16, 2020 in Book 807 at Page 811 as Reception No. 599178, discloses the following persons as those authorized to transact business on behalf of said entity: Russell Berget, Member and Manager. If there have been any amendments or changes to the management of the entity, written documentation reflecting the changes and a new Statement of Authority will be required.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2138713-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession, not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.

7. Water rights, claims or title to water.

8. Any and all unpaid taxes and assessments and any unredeemed tax sales.

9. All matters shown on the Plat of Phillips' Addition to the Town of Elizabeth recorded March 5, 1889 in Book 2 at Page 37.

10. Deed to the Union Pacific, Denver and Gulf Railway Company recorded May 20, 1898 in Book 22 at Page 123 as Reception No. 220123.

11. Ordinance No. 96-02 recorded January 11, 1996 in Book 534 at Page 799 as Reception No. 338191.

12. Ordinance No. 97-13 recorded December 17, 1997 in Book 571 at Page 715 as Reception No. 360818.

13. All matters shown on the plat of Klouser Annexation recorded December 17, 1997 as Reception No. 360819.

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14. Deed to the Town of Elizabeth recorded April 22, 1998 in Book 575 at Page 614 as Reception No. 364740. (Information only)

15. All matters shown on the Map of Klouser Annexation to the Town of Elizabeth recorded April 7, 1999 in Book 11 at Page 49 as Reception No. 378227.

16. All matters shown on the plat of Main Street Station Minor Subdivision recorded October 14, 2021 as Reception No. 613002.

17. Ordinance 21-09 Vacating a portion of Chestnut Street recorded October 14, 2021 in Book 821 at Page 462 as Reception No. 613003.

18. Resolution 21R39 Approving the Main Street Station Minor Subdivision recorded October 14, 2021 in Book 821 at Page 463 as Reception No. 613004.

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SELLERS:

BUYERS: Main Street Station Elizabeth, LLC

PROPERTY: 556 South Main Street, Elizabeth, CO 80107
620 South Main Street, Elizabeth, CO 80107

DATE: _____, 2023

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:
Per Escrow File ……$30.00

E-Recording Fee:
Per Document……$5.00

Government Recording Fees:
Per Document Fees
1st Page …… $13.00

Each Additional Page……... $ 5.00

INDEMNITY AND AFFIDAVIT
AS TO DEBTS, LIENS, AND POSSESSION

File No.: 2138713-IO

Real Property and improvements located in the County of Elbert, State of Colorado, and more particularly described as follows:

Quarter: NE Section: 18 Township: 8 Range: 64Subdivision: MAIN ST STATION Lot: 1
556 South Main Street, Elizabeth, CO 80107

Before me, the undersigned authority on this day personally appeared
Main Street Station Elizabeth, LLC
Owner-Borrower *

personally known to me to be the person(s) whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of the Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Creditor	**Approximate Amount**

(If NONE, write "NONE" on blank line)

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid governmental or association taxes, charges or assessments of any kind on such property except the following:

Creditor	**Approximate Amount**

(If NONE, write "NONE" on blank line)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

(If NONE, write "NONE" on blank line)

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

(If NONE, write NONE on blank line)

If any deed of trust recorded against my property secures an open line of credit or a revolving line of credit, I/we affirm that I/we have not drawn additional funds from the line of credit since the date of the Payoff Statement from my/our lender to Stewart Title Company. I/we further agree and affirm that I/we will not make any further draws on the line of credit after the date of this affidavit. I/we further affirm that I/we have not taken out any loans against our property other than those shown on the above referenced commitment number.

Indemnity: I agree to pay on demand to the lender and/or title companies (including Stewart Title Guaranty Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and deed of trust.

I realize that the Purchaser and/or Lender and Title Companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Main Street Station Elizabeth, LLC

By:_____

State of Colorado
County of Elbert

Subscribed and sworn to before me on this _____ day of _____, 2023 by _____ as _____ of Main Street Station Elizabeth, LLC.

_____
Notary Public:
My Commission Expires: _____

NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.
NOTE: To be filled in personally by Borrower in his/her own handwriting.

DISCLOSURES

File No.: 2138713-IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
D. The Company must receive payment of the appropriate premium.
E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS

- PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

Main Street Station Elizabeth LLC

(303) 507-4064

troyberget@gmail.com

September 20, 2023 REVISED 2/13/25

Dear Town of Elizabeth:

Please accept this site plan application for the project known as Main Street Station. The site plan application involves the development of two (2) commercial mixed-use buildings along Main Street in Elizabeth. We have invested years in this project and are pleased to finally be working with you on this final step in the development process.

The subject property is zoned Downtown (DT) and consists of two (2) adjacent lots of 1.07 acres and 1.05 acres each, situated along Main Street between Spruce Street and Walnut Street. The property is surrounded by commercial and vacant property zoned DT to the north, single family detached residential zoned DT to the south, mixed use zoned DT to the west, and, vacant, agricultural land and floodplain (Running Creek) which is unincorporated to the east. There is also a Town-owned trail system which runs adjacent to the property along Running Creek. Running Creek Park is also within close proximity to the property which hosts several community events and recreational opportunities.

The proposed buildings will consist of two (2) stories each with the exception of a crawlspace in the northern building and an unfinished basement in the southern building. Each building will be fully sprinklered. Both buildings will have elevator access and will be accessible from both the front and back of the buildings.

A variety of uses are anticipated throughout each of the buildings and may change from time to time based on market conditions and individual leases with tenants. While the initial uses of the buildings have not yet been solidified, they are anticipated to be uses allowed within the DT zoning district. The first floor of each building will house up to five (5) commercial business suites, with one (1) of these suites in each building anticipated to be a restaurant space with an outdoor patio area. The second floors of each of the buildings are designed for an option between residential or nonresidential, the selection of which would be determined at development of each of the buildings. The nonresidential option would involve the use of medical/professional offices and/or personal services. The residential option would allow up to nine (9) single family attached residences. While the uses are not definitive at this point and subject to tenant finish, conceptual floor plans have been provided with this application to demonstrate what is anticipated in regard to the nonresidential alternative.

In addition to the proposed buildings and patios, the site improvements consist of 110 parking spaces, a detention pond, landscape islands, and plantings throughout the site.

Elizabeth's historic context was a driving factor of the architectural design. The design is intended to be compatible with the late 19th century architecture that is present along the Main Street.

Main Street Station Elizabeth LLC

(303) 507-4064

troyberget@gmail.com

This project is split out into two (2) phases. The intention is to build the first building upon approval of the proposed site plan with the second building to follow at a time in the future to be determined. More specifically, it is anticipated that the second building will be built once the first building is fully occupied with tenants. All public improvements are expected to be installed in the first phase. The detention pond would also be installed in the first phase. A majority of the parking lot construction would be completed with the first phase, the specific details of which are outlined in the site plan. The site plan and accompanying grading plan also depict potential phasing for grading between the two (2) phases if the entirety of the site grading is to not all occur upfront. The second phase building and remaining site improvements would commence as/when the market permits.

We believe that the application meets all applicable Town of Elizabeth criteria and standards, and we feel that we have gone above and beyond the approval requirements to consider and address the desires of the Town and community with what we are proposing. Likewise, we believe that this project will be an asset for the Main Street and community as a whole, serving toward the economic vitality of Elizabeth while preserving small town charm. We appreciate your thoughtful review and consideration of approval of our application.

Sincerely,

Troy Berget

Main Street Station Elizabeth LLC

(303) 507-4064

troyberget@gmail.com

February 13, 2025

Dear Town of Elizabeth:

Please accept this Use by Special Review (USR) application for the project known as Main Street Station located at 556 and 620 South Main Street in Elizabeth. The USR application is tied to the Main Street Station site plan application and involves allowing the use of multifamily on the second floor of each proposed building.

The Main Street Station development involves two buildings with mixed commercial uses on the main floor of both buildings. The second floor of each building anticipates the option for either office space and personal services or up to nine residential dwelling units. Our understanding is that this attached residential on the second floor of each building is considered multifamily and would therefore require approval of a USR.

Our desire to allow for the option of potential residential is based on allowing flexibility as dictated by the market. The use of residential on one or both buildings is essentially a fallback for this project to ensure financial feasibility at time of building. The primary desire is to have medical office space on the second floor of both buildings, as the dollar amount per square foot is anticipated to be higher for medical office space than for residential. While the demand for the nonresidential provided with this project is anticipated, it's yet to be proven in Elizabeth, and this flexibility is needed for this project to be advantageous.

The site plan was designed to anticipate and account for either of the residential or nonresidential uses on the second floor. The residential use of up to nine units on each building requires less parking than the nonresidential option. The parking provided for the development, as calculated for the second floor of each building, is based on the most parking-intensive use of office space. Regardless of which use is pursued on either of the buildings, the second floor will also continue to be accessible via elevator. What is provided for the development regarding parking and access exceeds what is required for the potential residential use.

In conclusion, we firmly believe that this USR application for the Main Street Station development aligns with the criteria and standards of the Town of Elizabeth while providing flexibility to adapt to market conditions. The proposed mixed-use project, with the option for residential units on the second floor, is designed to ensure the financial viability of the project while meeting the community's needs. We have carefully considered parking, access, and the various uses for the second floor, ensuring that all criteria are met and that the development will have a positive impact on the town. We respectfully request your thoughtful approval of this application and appreciate your consideration in advancing this important project for Elizabeth.

Sincerely,

Troy Berget

PROVIDENCE
CONSULTING, LLC

(719) 207-2995
grace@providenceconsultingservices.com
www.ProvidenceConsultingServices.com

TO: Alexandra Cramer, Planner/Project Manager, Town of Elizabeth
Matthew Brown, Senior Transportation Engineer, Stolfus and Associates, Inc.

FROM: Grace K. Erickson, Managing Director

DATE: Wednesday, September 13, 2023 – Revised March 27, 2025

SUBJECT: Parking Space Calculations and Justification for Main Street Station

The purpose of this memo is to provide the parking justification and calculations for the onsite parking provided with the Main Street Station project. We believe the onsite parking provided meets the standards and intent of Article VI of the Town of Elizabeth Municipal Code (EMC).

Main Street Station consists of two lots and two commercial mixed-use buildings. The buildings and parking areas will be constructed in two phases. The property will feature 110 off-street parking spaces in total which are shared between both lots. Phase 1 development will entail the construction of 76 spaces with the first building. The remaining 34 parking spaces will be constructed with Phase 2 development and the second building (see the site plan for more details).

A Cross-Access and Parking Easement Agreement will be executed and recorded prior to development and is enclosed herein. The agreement grants a permanent, non-exclusive shared parking easement between both lots outlines the shared responsibilities for each lot.

A variety of uses are anticipated throughout each of the buildings and may change from time to time based on individual leases with tenants. While the initial uses of the buildings have not yet been solidified, they are anticipated to be uses allowed within the Downtown zoning district per the EMC. The parking provided is anticipated to serve the property in both the short and long term as tenants and uses may change from time to time.

The first floor of each building will house up to five commercial business suites, with one of these suites in each building presently anticipated to be a restaurant space. The second floors of each of the buildings are designed for an option between residential or nonresidential, the selection of which would be determined at development of each of the buildings. The nonresidential option would involve the use of medical/professional offices and/or personal services. The residential option would allow up to nine single family attached residences. Each business suite will be subject to tenant finish; however, conceptual floor plans were developed to illustrated anticipated conditions and to help inform the site development.

With the variety in uses, peak hours will vary throughout the property. The business hours for the top floor medical office spaces will generally peak between Monday and Friday, 9 AM to 4 PM. The peak hours for the restaurant spaces are anticipated to be evenings and weekends, when the medical office spaces would be closed. The remaining will vary and will depend on use, but we expect a decent balance and adequate onsite parking for this reason. We have created a shared parking table to illustrate how full we anticipate the parking lot to be during weekdays. Because of the upstairs medical office use of the buildings, we anticipate the parking lot to be fullest during the weekdays, hence the use of this schedule.

The attached parking calculation sheet outlines in detail the provision of parking based on the floor plans and relative to the EMC. For the purposes of these calculation estimates, we have classified the uses of the buildings into the following EMC parking categories: office, restaurant/kitchen, retail, and single family residential.

Enclosed:

Parking Calculation Sheet
Conceptual Floor Plans
Cross-Access and Parking Easement Agreement

PARKING REQUIREMENT CALCULATION SHEET*

BUILDING 1

FIRST FLOOR

Use 1: Restaurant

- ***Total usable floor area (Dining):*** 1,615 square feet
  - ***Parking requirements:*** 1 space per 50 square feet = 32 spaces
- ***Total usable floor area (Kitchen):*** 395 square feet
  - ***Parking requirements:*** 1 space per 200 square feet = 2 spaces

Total required: 34 spaces
Total required with 20% reduction per DT zone district: 27 spaces

Use 2: Commercial Mixed Use

- ***Total useable floor area:*** 2,435 square feet
  - ***Parking requirements (Retail):*** 1 space per 200 square feet = 12 spaces

Total required: 12 spaces
Total required with 20% reduction per DT zone district: 10 spaces

First Floor Total Required: 37 spaces

TOP FLOOR (OPTION 1)

Use: Office

- ***Total usable floor area:*** 4,465 square feet
  - ***Parking requirements:*** 1 space per 200 square feet = 22 spaces

Total required: 22 spaces
Total required with 20% reduction per DT zone district: 18 spaces

TOP FLOOR (OPTION 2)

Use: Attached single family residential

- ***Total units:*** Up to 9 units
  - ***Parking requirements:*** 2 spaces per residential unit = 18 spaces

Total required: 18 spaces
Total required with 20% reduction per DT zone district: 14 spaces

Top Floor Total Required (Option 1): 18 spaces
Top Floor Total Required (Option 2): 14 spaces

BUILDING 1 STANDALONE TOTAL (OPTION 1): 55 spaces
BUILDING 1 STANDALONE TOTAL (OPTION 2): 51 spaces

BUILDING 2

FIRST FLOOR

Use 1: Restaurant

- ***Total usable floor area (Dining):*** 1,615 square feet
  - ***Parking requirements:*** 1 space per 50 square feet = 32 spaces
- ***Total usable floor area (Kitchen):*** 395 square feet
  - ***Parking requirements:*** 1 space per 200 square feet = 2 spaces

Total required: 34 spaces
Total required with 20% reduction per DT zone district: 27 spaces

Use 2: Commercial Mixed Use

- ***Total useable floor area:*** 1,940 square feet
  - ***Parking requirements (Retail):*** 1 space per 200 square feet = 10 spaces

Total required: 10 spaces
Total required with 20% reduction per DT zone district: 8 spaces

First Floor Total Required: 35 spaces

TOP FLOOR (OPTION 1)

Use: Office

- ***Total usable floor area:*** 4215 square feet
  - ***Parking requirements:*** 1 space per 200 square feet = 21 spaces

Total required: 21 spaces
Total required with 20% reduction per DT zone district: 17 spaces

TOP FLOOR (OPTION 2)

Use: Attached single family residential

- ***Total units:*** Up to 9 units
  - ***Parking requirements:*** 2 spaces per residential unit = 18 spaces

Total required: 18 spaces
Total required with 20% reduction per DT zone district: 14 spaces

Top Floor Total Required (Option 1): 17 spaces
Top Floor Total Required (Option 2): 14 spaces

BUILDING 2 STANDALONE TOTAL (OPTION 1): 52 spaces
BUILDING 2 STANDALONE TOTAL (OPTION 2): 49 spaces

SHARED PARKING CALCULATIONS
WEEKDAYS

	8 AM TO 5 PM	5 PM TO 10 PM	11 PM TO 8 AM
Restaurant	70%	100%	10%
Office	100%	10%	10%
Retail/Other	70%	50%	10%

USE	**SPACES REQUIRED**
Restaurant	54
Office	35
Retail/Other	18

	8 AM TO 5 PM	5 PM TO 10 PM	11 PM TO 8 AM
Restaurant	38	54	5
Office	35	4	4
Retail/Other	13	9	2
Total	86	67	11

COMBINED TOTAL PARKING REQUIREMENTS FOR BUILDINGS 1 AND 2: 86 SPACES
TOTAL PROVIDED: 110 SPACES

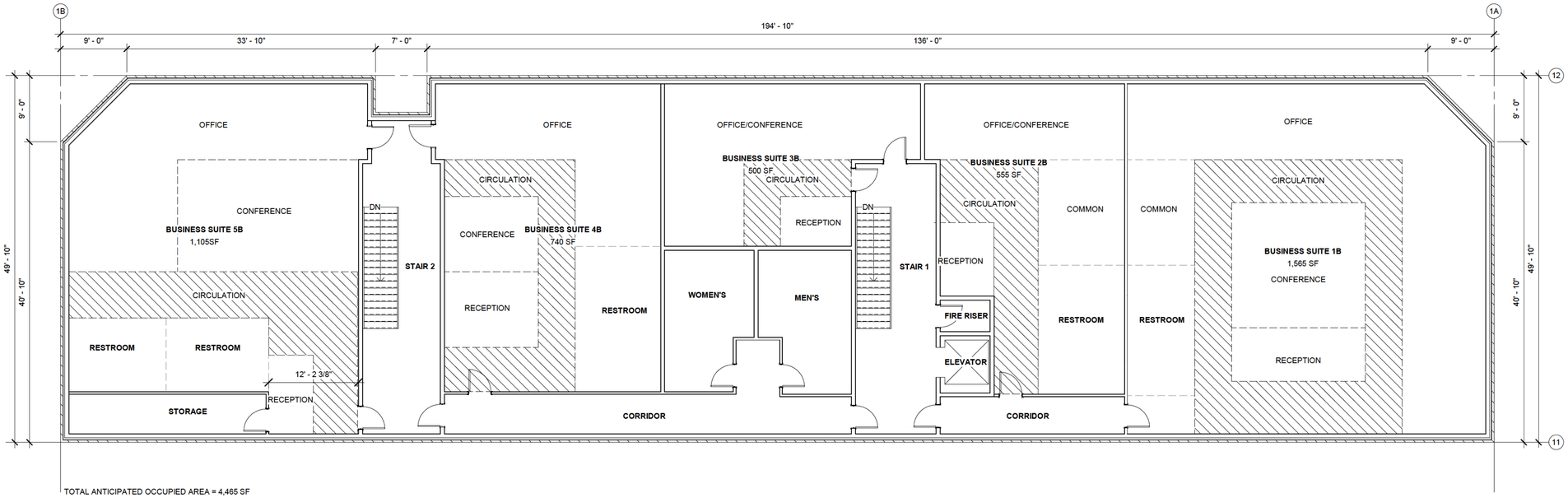
*Rounded to the nearest whole number

CONCEPTUAL PLAN NOTES

1. INTERIOR FLOOR PLANS ARE CONCEPTUAL AND SUBJECT TO CHANGE UPON TENANT FINISH.
2. OCCUPANT LOADS ARE ASSUMED TO BE B- BUSINESS (EXCEPT RESTAURANT) AND SUBJECT TO CHANGE UPON TENANT FINISH.
3. PLUMB NG FIXTURE COUNTS ARE CONCEPTUAL AND SUBJECT TO CHANGE UPON TENANT FINISH.

BUILDING 1 - GROSS FLOOR AREA

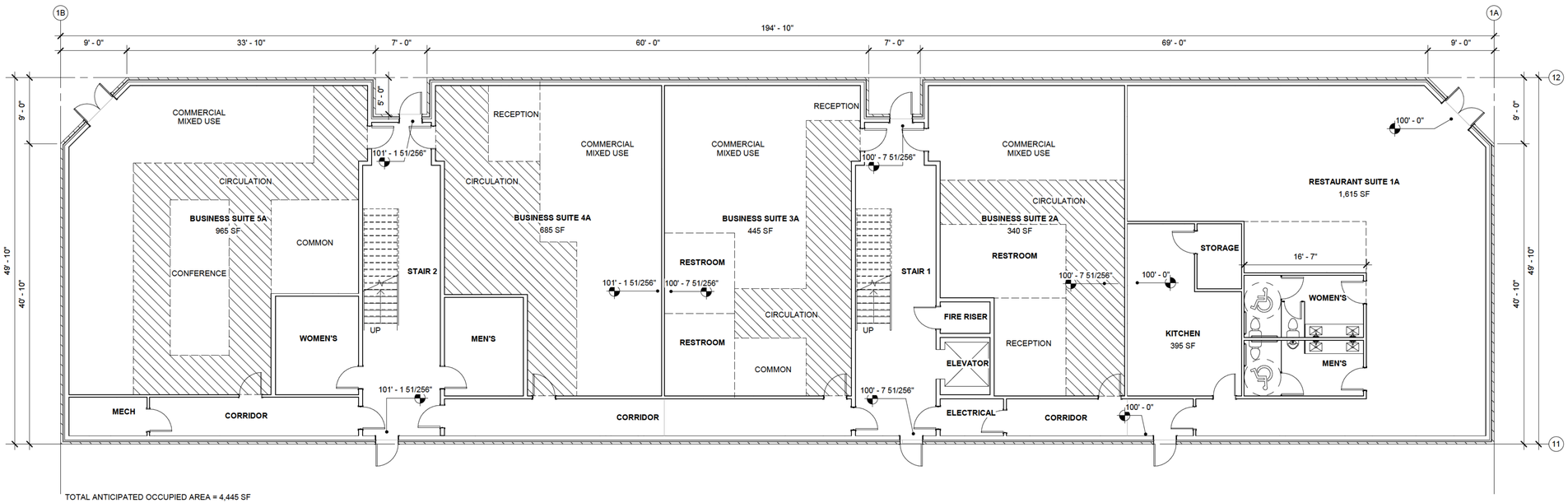
MAIN FLOOR	9,270 SF
UPPER FLOOR	9,305 SF
TOTAL GROSS FLOOR AREA	18,575 SF



TOTAL ANTICIPATED OCCUPIED AREA = 4,465 SF

2 BUILDING 1 - CONCEPTUAL UPPER FLOOR PLAN

1/8" = 1'-0"



TOTAL ANTICIPATED OCCUPIED AREA = 4,445 SF

1 BUILDING 1 - CONCEPTUAL MAIN FLOOR PLAN

1/8" = 1'-0"

Wangtastic Design Works LLC
Bringing Fantastic Designs to Life

DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS, INCLUD NG THOSE N ELECTRONIC FORM, PREPARED BY WANGTASTIC ARCHDESIGN LLC ARE NSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. WANGTASTIC DESIGN WORKS LLC SHALL BE DEEMED THE AUTHORS AND OWNERS OF THE R RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS. VISUAL CONTACT WITH THESE DOCUMENTS CONSTITUTE PR MA FACIE ACCEPTANCE OF THESE CONDITIONS.

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MAIN ST STATION COMMERCIAL BLDGS

556 S MAIN ST & 620 S MAIN ST
ELIZABETH, CO 80107

PROJECT CODE:	23-026
ISSUE DATE:	08/07/2023
CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION
02/03/2024	2	MECH DOORS

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 1 - FLOOR PLANS

SHEET NUMBER

P2.11

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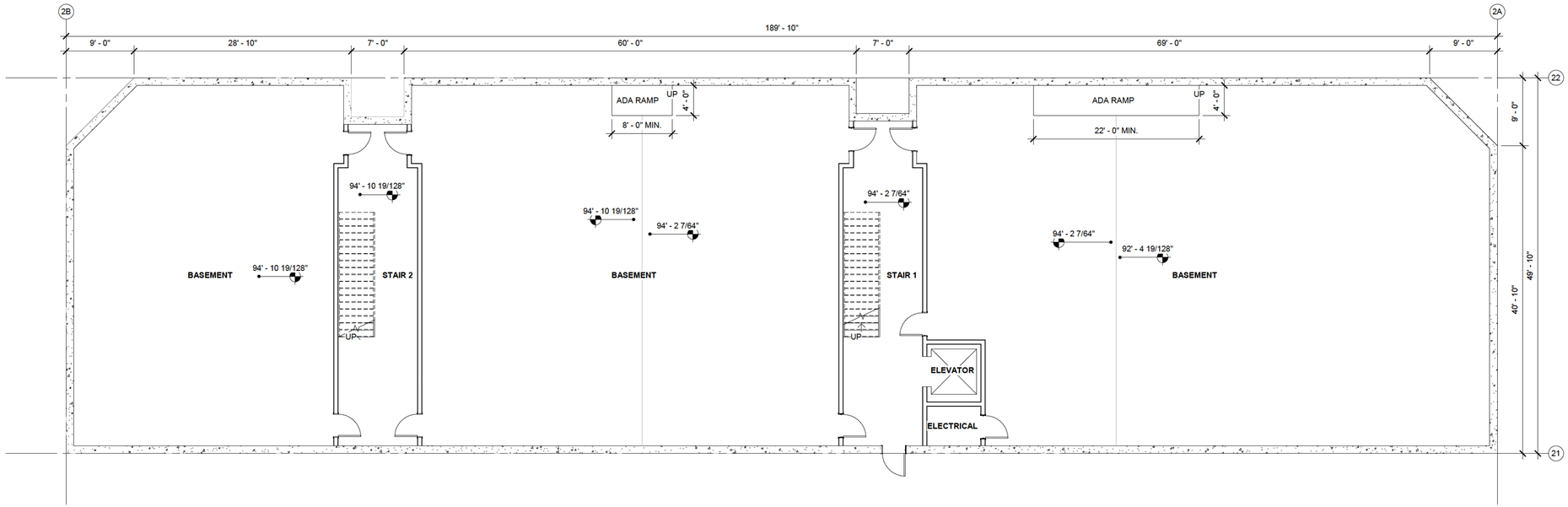
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3. PLUMB NG FIXTURE COUNTS ARE CONCEPTUAL AND SUBJECT TO CHANGE UPON TENANT FINISH.

BUILDING 2 - GROSS FLOOR AREA

BASEMENT	9,145 SF
MAIN FLOOR	9,145 SF
UPPER FLOOR	9,180 SF
TOTAL GROSS FLOOR AREA	27,470 SF



1 **BUILDING 2 - CONCEPTUAL BASEMENT PLAN**
1/8" = 1'-0"

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CONCEPT DRAWINGS	

REVISIONS

DATE	NO.	DESCRIPTION

DRAWINGS PREPARED FOR:

MAIN STREET STATION ELIZABETH LLC
5369 GRAND FIR WAY
PARKER, CO 80134

SHEET NAME

BUILDING 2 - BASEMENT PLAN

SHEET NUMBER

P2.20

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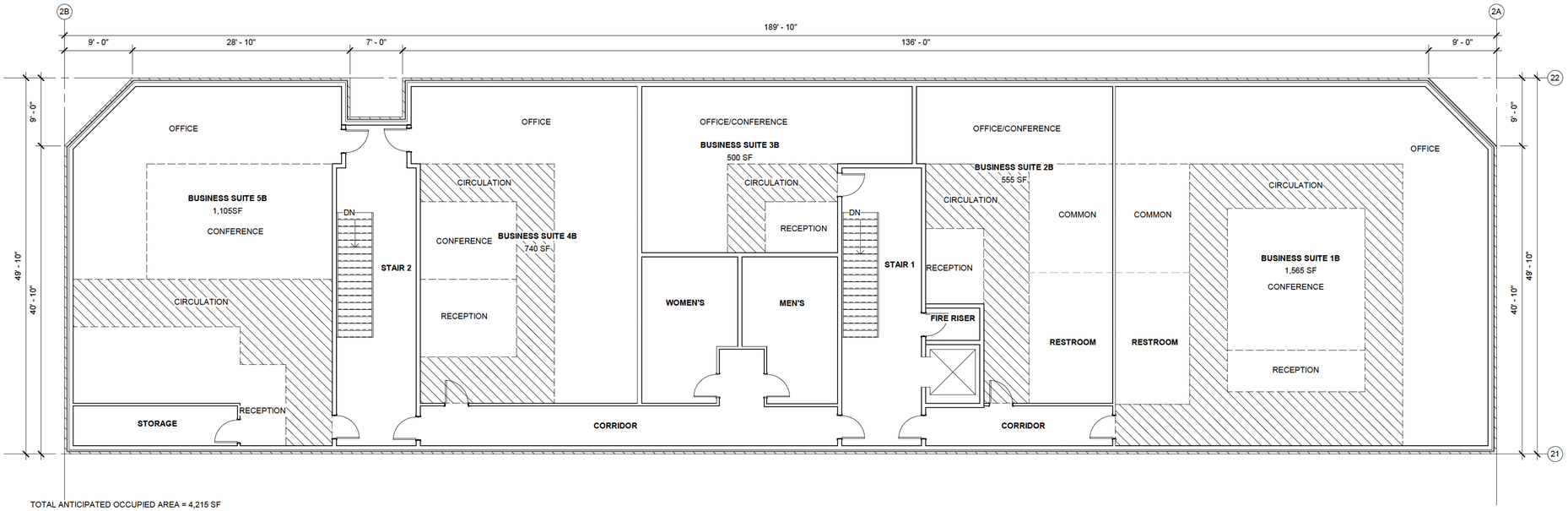
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BUILDING 2 - GROSS FLOOR AREA

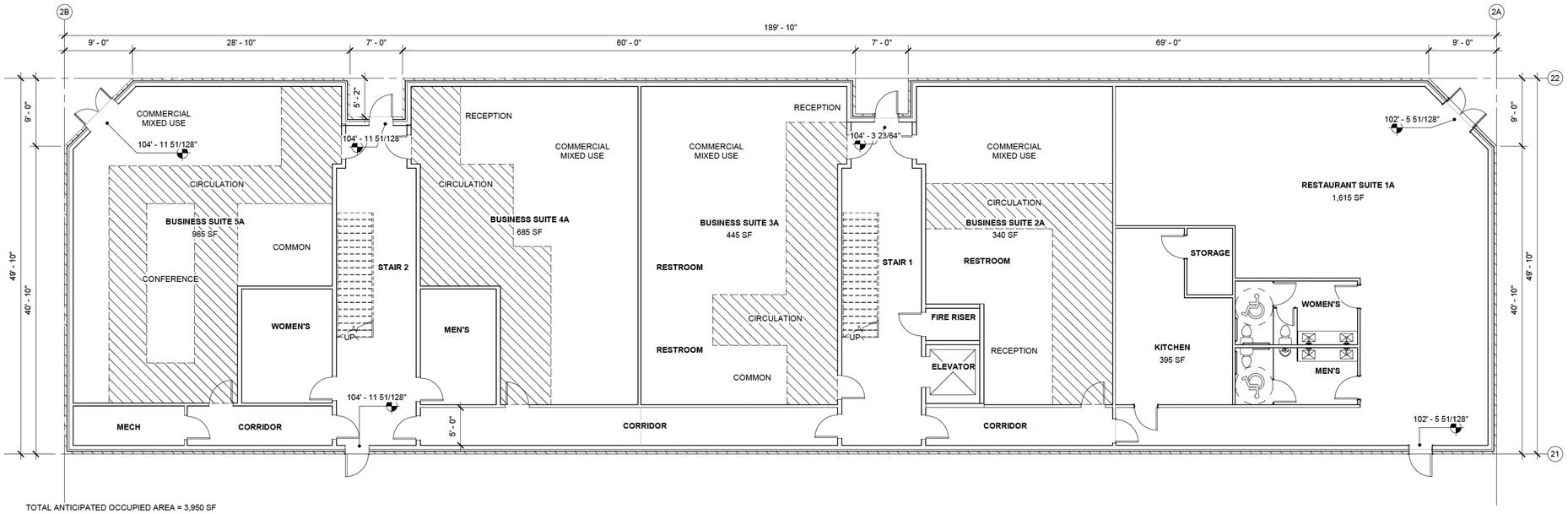
BASEMENT	9,145 SF
MAIN FLOOR	9,145 SF
UPPER FLOOR	9,180 SF
TOTAL GROSS FLOOR AREA	27,470 SF



TOTAL ANTICIPATED OCCUPIED AREA = 4,215 SF

2 BUILDING 2 - CONCEPTUAL UPPER FLOOR PLAN

1/8" = 1'-0"



TOTAL ANTICIPATED OCCUPIED AREA = 3,950 SF

1 BUILDING 2 - CONCEPTUAL MAIN FLOOR PLAN

1/8" = 1'-0"

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PARKER, CO 80134

SHEET NAME

BUILDING 2 - FLOOR PLANS

SHEET NUMBER

P2.21

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LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

July 8, 2019

Mr. Russell Berget
5369 Grand Fir Way
Parker, CO 80134

Re: Elizabeth Main Street Station
Traffic Memorandum
Elizabeth, CO
LSC #190650

Dear Mr. Berget:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Traffic Memorandum for the proposed Elizabeth Main Street Station development in Elizabeth, Colorado.

IMPACT AREA

Figure 1 shows the vicinity map.

Area Roadways

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **State Highway (SH) 86** is an east-west, two-lane state highway north of the site. It is designated by CDOT as an Arterial (NR-C) west of Main Street and an Arterial (NR-B) east of Main Street. The posted speed limit in the vicinity of the proposed site is 35 mph. The intersection with S. Main Street stop-sign controlled on the minor approach.

- **S. Main Street** is a north-south, two-lane roadway west of the site. The intersection with SH 86 is stop-sign controlled. The posted speed limit in the vicinity of the site is 25 mph.

PROPOSED LAND USE AND ACCESS

The site is proposed to include a 2,450 square-foot restaurant, about 7,200 square feet of business suite space, and about 9,650 square feet of office space. Access exists or is proposed to S. Main Street as shown in the conceptual site plan in Figure 2.

EXISTING TRAFFIC CONDITIONS

Figure 3 shows the existing daily traffic volumes on Main Street south of SH 86. The daily traffic volumes are from the attached traffic counts conducted by Counter Measures in June, 2019.

TRIP GENERATION

Table 1 shows the estimated typical weekday, morning peak-hour, and afternoon peak-hour trip generation expected to be generated by the site based on the rates from *Trip Generation, 10th Edition,* 2017, by the Institute of Transportation Engineers (ITE).

The site is projected to generate about 641 external vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 27 vehicles would enter and about 16 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 30 vehicles would enter and about 32 vehicles would exit.

TRIP DISTRIBUTION

Figure 4 shows the estimated distribution of site-generated traffic.

TRIP ASSIGNMENT

Figure 5 shows the assignment of daily site-generated traffic.

SUMMARY

This traffic memorandum summarizes the existing daily traffic volume on Main Street south of SH 86 and estimates the directional distribution and assignment of site-generated trips.

*** * * * ***

We trust this information will assist you in planning for the proposed Elizabeth Main Street Station development.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By: _____
Christopher S. McGranahan, P.E., PTOE
Principal

7-8-19

CSM/wc

Enclosure: Table 1
Figures 1 - 5
Traffic Counts

W:\LSC\Projects\2019\190650-ElizabethMainStreetStation\Report\ElizabethMainStreetStation-070819.wpd

Table 1
ESTIMATED TRAFFIC GENERATION
Elizabeth Main Street Station
Elizabeth, CO
LSC #190650; July, 2019

		Trip Generation Rates [1]					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
Trip Generating Category	Quantity	Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
First Floor											
Restaurant [2]	2.45 KSF [3]	112.18	5.467	4.473	6.057	3.713	275	13	11	15	9
Business Suite [4]	7.20 KSF	37.75	0.583	0.357	1.829	1.981	272	4	3	13	14
					First Floor Total =		**547**	**17**	**14**	**28**	**23**
Second Floor											
Office Space [5]	9.65 KSF	9.74	0.998	0.162	0.184	0.966	94	10	2	2	9
					Site Total =		**641**	**27**	**16**	**30**	**32**

Notes:
(1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
(2) ITE Land Use No. 932 - High Turnover Sit-Down Restaurant
(3) KSF = 1,000 square feet
(4) ITE Land Use No. 820 - Shopping Center
(5) ITE Land Use No. 710 - General Office Building

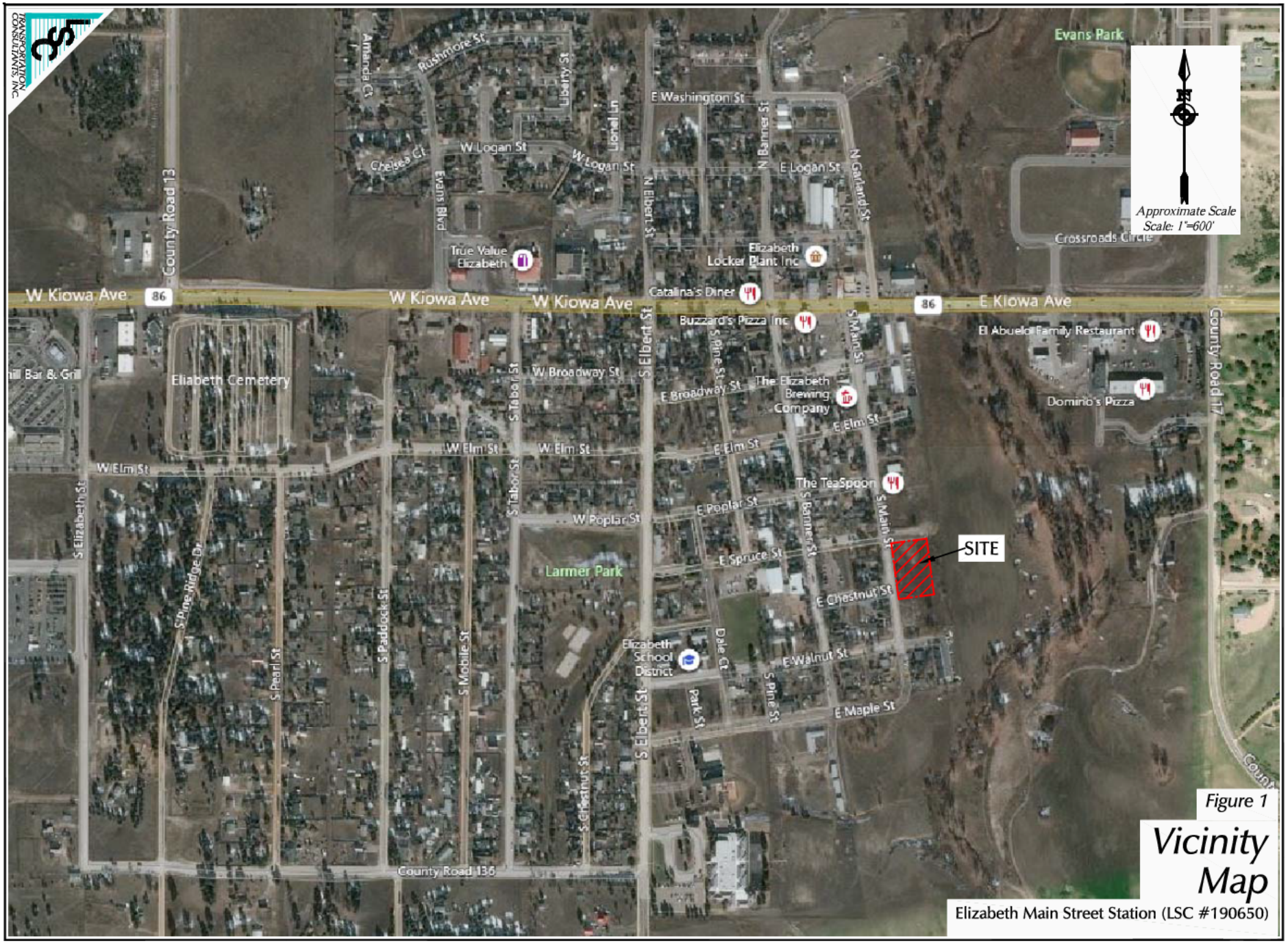


Figure 1

Vicinity Map

Elizabeth Main Street Station (LSC #190650)

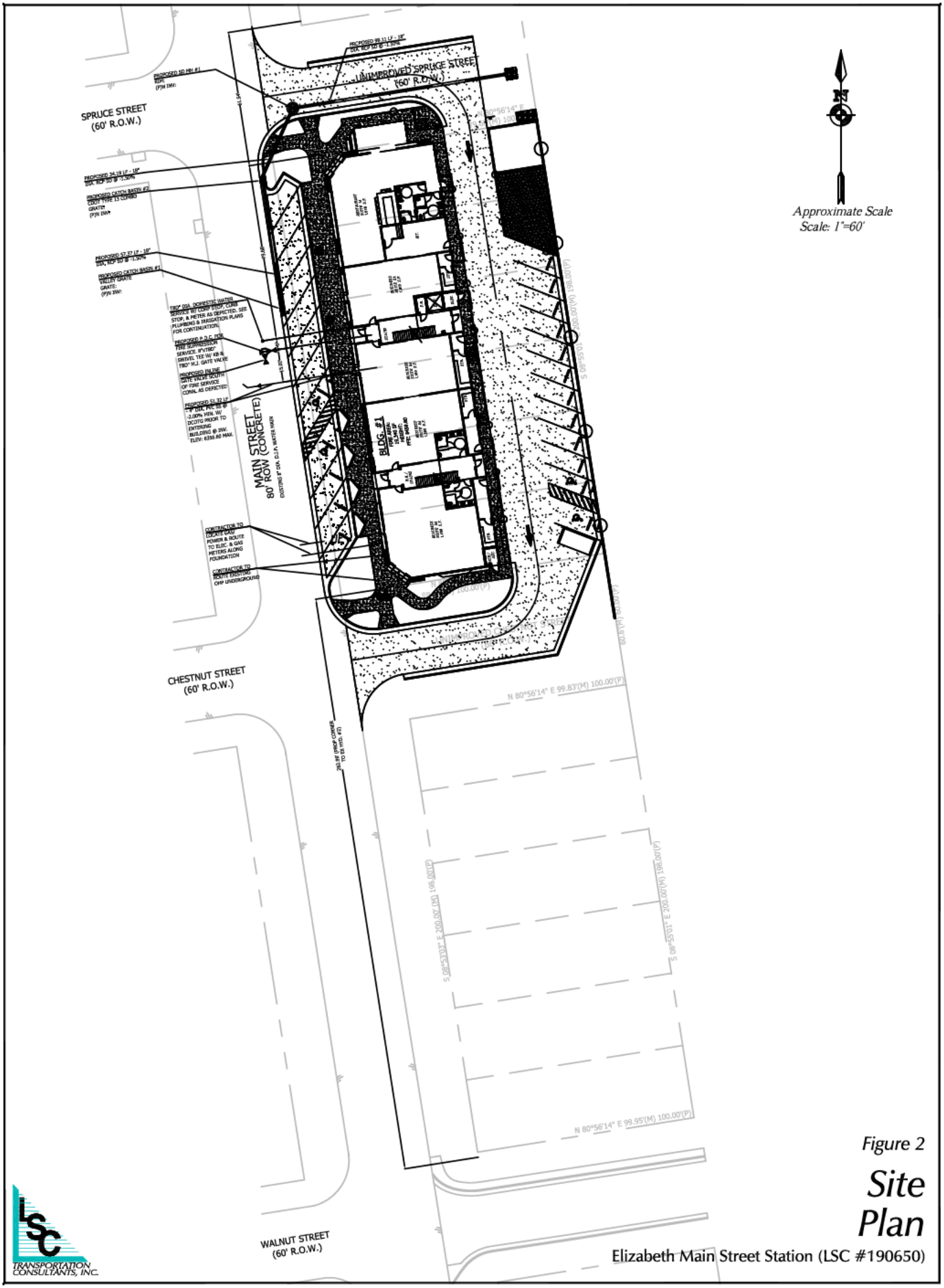


Figure 2

Site Plan

Elizabeth Main Street Station (LSC #190650)

LSC TRANSPORTATION CONSULTANTS, INC.





Approximate Scale
Scale: 1"= 400'

(1) Tuesday, June 11, 2019 = 788vpd
Wednesday. June 12, 2019 = 748vpd
Thursday, June 13, 2019 = 759vpd
Average 765vpd

Figure 3

Existing Daily Traffic

Elizabeth Main Street Station (LSC #190650)



Approximate Scale
Scale: 1"= 400'

LEGEND:

5% = Percent Directional Distribution

Figure 4

Directional Distribution of Site-Generated Traffic

Elizabeth Main Street Station (LSC #190650)



Approximate Scale
Scale: 1"= 400'

LEGEND:
1,000 = Average Daily Traffic

Figure 5

Assignment of Site-Generated Traffic

Elizabeth Main Street Station (LSC #190650)

COUNTER MEASURES INC.

1889 YORK STREET
DENVER,COLORADO 80206
303-333-7409

Location: MAIN ST S-O HWY 86
City: ELIZABETH
County: ELBERT
Direction: NORTHBOUND-SOUTHBOUND

Site Code: 191009
Station ID: 191009

Start	10-Jun-19		Tue		Wed		Thu		Fri		Weekday Average		Sat		Sun	
Time	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:00 AM	*	*	0	1	0	0	0	0	*	*	0	0	*	*	*	*
01:00	*	*	1	0	0	1	0	0	*	*	0	0	*	*	*	*
02:00	*	*	1	0	1	1	0	1	*	*	1	1	*	*	*	*
03:00	*	*	0	0	2	1	1	1	*	*	1	1	*	*	*	*
04:00	*	*	1	0	0	0	0	0	*	*	0	0	*	*	*	*
05:00	*	*	3	0	3	0	2	1	*	*	3	0	*	*	*	*
06:00	*	*	6	5	5	7	4	8	*	*	5	7	*	*	*	*
07:00	*	*	6	20	15	24	12	18	*	*	11	21	*	*	*	*
08:00	*	*	10	24	17	19	22	15	*	*	16	19	*	*	*	*
09:00	*	*	**25**	27	19	27	**26**	**28**	*	*	23	27	*	*	*	*
10:00	*	*	20	**31**	23	33	23	27	*	*	22	**30**	*	*	*	*
11:00	*	*	25	22	**26**	**34**	24	21	*	*	**25**	26	*	*	*	*
12:00 PM	*	*	29	34	29	31	36	36	*	*	31	34	*	*	*	*
01:00	*	*	33	32	28	22	35	30	*	*	32	28	*	*	*	*
02:00	*	*	31	35	27	19	30	30	*	*	29	28	*	*	*	*
03:00	*	*	22	30	25	26	18	29	*	*	22	28	*	*	*	*
04:00	*	*	40	**37**	29	32	32	**44**	*	*	34	**38**	*	*	*	*
05:00	*	*	**43**	30	**30**	**35**	**44**	38	*	*	**39**	34	*	*	*	*
06:00	*	*	22	27	21	34	20	17	*	*	21	26	*	*	*	*
07:00	*	*	22	19	22	23	20	13	*	*	21	18	*	*	*	*
08:00	*	*	19	17	15	10	7	10	*	*	14	12	*	*	*	*
09:00	*	*	13	8	12	9	8	12	*	*	11	10	*	*	*	*
10:00	*	*	7	7	3	7	6	7	*	*	5	7	*	*	*	*
11:00	*	*	1	2	1	0	2	1	*	*	1	1	*	*	*	*
Total	0	0	380	408	353	395	372	387	0	0	367	396	0	0	0	0
Day	0		788		748		759		0		763		0		0	
AM Peak	-	-	09:00	10:00	11:00	11:00	09:00	09:00	-	-	11:00	10:00	-	-	-	-
Vol.	-	-	25	31	26	34	26	28	-	-	25	30	-	-	-	-
PM Peak	-	-	17:00	16:00	17:00	17:00	17:00	16:00	-	-	17:00	16:00	-	-	-	-
Vol.	-	-	43	37	30	35	44	44	-	-	39	38	-	-	-	-

Comb. Total	0	788	748	759	0	763	0	0

ADT ADT 765 AADT 765

EXHIBIT B

July 22, 2025

Town of Elizabeth – Director of Public Works
Mr. Michael DeVol
151 S. Banner Street Elizabeth, CO 80107
(303) 419-5631

Main Street Station Engineering:

Mike,

We have completed the engineering review of the construction plans for Main Street Station. Engineering has no further comments and therefore recommends approval. Prior to issuance of any site permitting Engineering requires recordation of all easements.

Please let us know if anyone has questions regarding these comments.

Sincerely,



Martin Metsker, PE
Associate Principal

From: Michael DeVol
To: Alexandra Cramer; Martin Metsker; Scott Pease
Subject: RE: Please Review - Main Street Station Revised Site Plan
Date: Tuesday, August 5, 2025 12:18:56 PM
Attachments: image001.png

Alex,
Public Works has No issues or comments.
Thank you,

Town of Elizabeth
Public Works Director
GCWWTP Operations
mdevol@townofelizabeth
303-913-6453

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Tuesday, August 5, 2025 12:02 PM
To: Martin Metsker <mmetsker@terracinadesign.com>; Scott Pease <peasecivil@yahoo.com>
Cc: Michael DeVol <mdevol@townofelizabeth.org>
Subject: Please Review - Main Street Station Revised Site Plan

Hi Martin and Scott,

Have your comments been fulfilled with this latest Main Street Station Site Plan submittal?

MSS Site Plan 8.5.25.pdf

Thanks,

Alexandra Cramer, AICP
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166 ext. 503
acramer@townofelizabeth.org

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title:	**Main Street Station Site Plan – 3rd Submittal**
Description:	Two, two-story mixed use commercial buildings in two phases Use by Special Review for residential use on second story
Review Sent Date:	04/02/2025 **Review Due by:** 04/16/2025

REFERRAL AGENCY	**Stolfus and Associates**
Contact Name	**Max Rusch**
Contact Email and Phone Number	**max@stolfusandassociates.com 303-221-2330**

COMMENTS:

Our previous comments have been addressed in this 3rd submittal. We have no further comments.

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title:	**Main Street Station Site Plan – 3rd Submittal**
Description:	Two, two-story mixed use commercial buildings in two phases Use by Special Review for residential use on second story
Review Sent Date:	04/02/2025 **Review Due by:** 04/16/2025

REFERRAL AGENCY	**Elizabeth Fire Protection District**
Contact Name	**Kara Gerczynski**
Contact Email and Phone Number	**kara@elizabethfire.org**

COMMENTS:

The Fire District wants to reiterate that if the second floor is turned into residential living, an automatic fire sprinkler system will be required.

All other comments have been addressed.

Building plans shall be submitted to this office for review. Impact Fees will be collected at building permit issuance.

From:	Brooks Kaufman
To:	Alexandra Cramer
Subject:	RE: Please Review - Main Street Station Revised Submittal
Date:	Thursday, August 14, 2025 6:43:40 AM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png image008.png

Good morning Alexandra

CORE Electric Cooperative approves the site plan.

Respectfully

Brooks Kaufman
Lands and Rights of Way Manager

800.332.9540 **MAIN**
720.733.5493 **DIRECT**
303.912.0765 **MOBILE**

www.core.coop.





Book time to meet with me

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Wednesday, August 13, 2025 3:32 PM
To: Brooks Kaufman <BKaufman@core.coop>
Subject: FW: Please Review - Main Street Station Revised Submittal
Importance: High

[CAUTION:] This email is from an external source. Avoid clicking links or opening attachments unless you trust the sender and verify the content's safety.

Hi Brooks,

Checking in on this review. Could you please let me know by tomorrow if there are any

From: Thomas Pitchford
To: Alexandra Cramer
Subject: Re: Please Review - Main Street Station Site Plan 3rd Submittal
Date: Thursday, April 3, 2025 10:26:12 AM
Attachments: image001.png

Alexandra,
All of the items that were building related have been addressed.
Thank you,

Tom Pitchford
Chief Building Official
7437 Village Square Lane #215
Castle Pines, CO 80108
Office: 303-705-0227
Cell: 303-941-4429
Email: tpitchford@safebuilt.com

From: Alexandra Cramer <acramer@townofelizabeth.org>
Sent: Wednesday, April 2, 2025 3:31 PM
Cc: Dianna Hiatt <DHiatt@townofelizabeth.org>; Alexandra Cramer <acramer@townofelizabeth.org>
Subject: Please Review - Main Street Station Site Plan 3rd Submittal

Hello everyone,

We received a revised submittal for Main Street Station Site Plan. Below is a link to the submittal documents. Please have your reviews back to me by April 16th.

Please note that there is also a Use by Special Review application included in this submittal. If you have any comments or concerns with that part of the application, please indicate them in your review.

Submittal Documents:
https://www.dropbox.com/scl/fo/5x7pejmduw9iuu4dvztru/ACgh9gj_AfESKPhEoAOgdXU?rlkey=hf1i292wh8g6cyklrbsqwcitc&st=cvjqk5to&dl=0

Thank you,

Alexandra Cramer
Planner / Project Manager
Elizabeth, CO. 80107
Phone: 303-646-4166
acramer@townofelizabeth.org

TOWN OF ELIZABETH

PO Box 159, 151 S. Banner Street ▪ Elizabeth CO 80107 ▪ 303-646-4166 x4

REFERRAL AGENCY REVIEW FORM

Project Title:	**Main Street Station Site Plan – 3rd Submittal**
Description:	Two, two-story mixed use commercial buildings in two phases Use by Special Review for residential use on second story
Review Sent Date:	04/02/2025 **Review Due by:** 04/16/2025

REFERRAL AGENCY	**Community Development Department**
Contact Name	**Alexandra Cramer, Planner/Project Manager**
Contact Email and Phone Number	**acramer@townofelizabeth.org 303-646-4166**

COMMENTS:

Staff recommends approval/no further comments on USR and Site Plan.

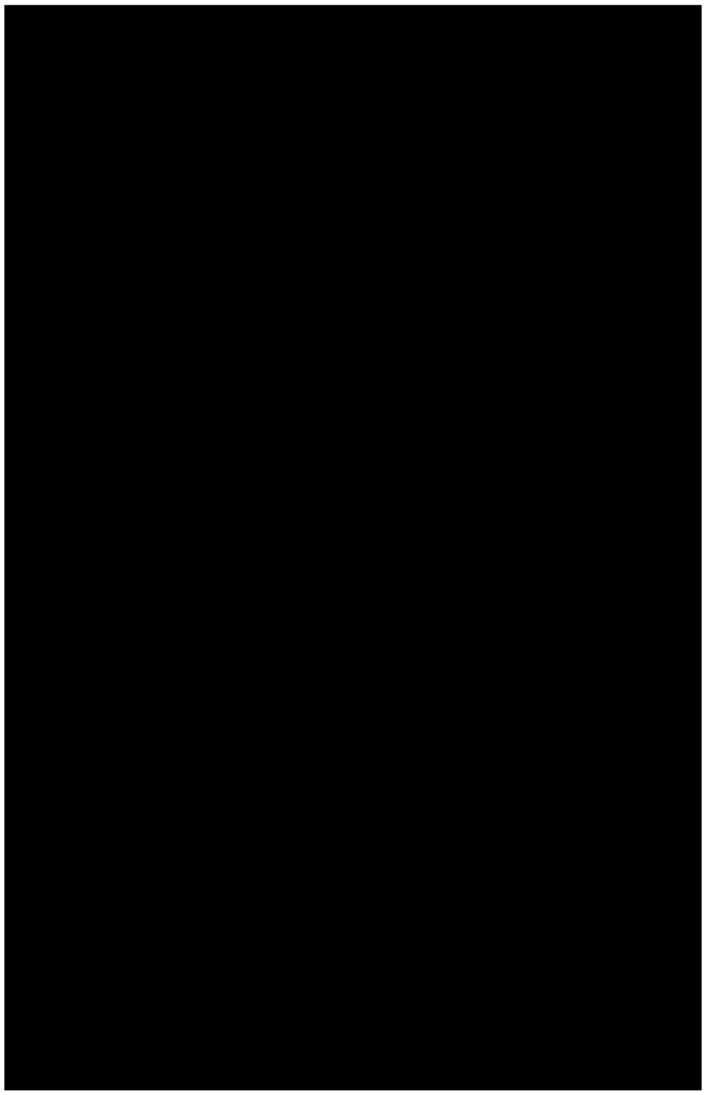
EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH ELIZABETH MUNICIPAL CODE SECTION 16-4-30(c)

Grace Erickson, being over the age of twenty-one (21) and duly sworn upon my oath, states as follows:

1. I am the applicant or applicant representative in the Town of Elizabeth land use application known as Main Street Station.

2. I caused the attached notice of public hearing in this matter to be sent with the language required by Elizabeth Municipal Code section 16-4-30(c) via regular first class mail to the following property owners at the following addresses, which constitute all such property owners within 500 feet of the site for which the land use application has been made:



367 SANDY HOLLOW TRAIL	FRANKTOWN	CO
775 S MAIN ST	ELIZABETH	CO
2628 NW 60TH ST	OKLAHOMA CITY	OK
20189 COUNTY ROAD 35	ELBERT	CO
7814 LOST LAKE DRIVE	FRANKTOWN	CO
PO BOX 2135	ELIZABETH	CO
PO BOX 1734	PARKER	CO
211 W MAIN	STERLING	CO
624 S BANNER ST	ELIZABETH	CO
40900 WIND SPIRIT LN	PARKER	CO
786 S MAIN ST	ELIZABETH	CO
PO BOX 520	ELIZABETH	CO
324 E ELM ST	ELIZABETH	CO
577 S MAIN ST	ELIZABETH	CO
782 SOUTH BANNER STREET8	ELIZABETH	CO
1258 N HUNT CLUB DRIVE	HERNANDO	FL
PO BOX 1268	ELIZABETH	CO
PO BOX 876	ELIZABETH	CO
449 S MAIN ST	ELIZABETH	CO
39478 BUFFALO RUN CIR	KIOWA	CO
PO BOX 493	ELIZABETH	CO
718 S BANNER ST	ELIZABETH	CO
481 SOUTH BANNER ST	ELIZABETH	CO
459 S BANNER STREET	ELIZABETH	CO

[redacted]

2242 ANTELOPE CIR	ELIZABETH	CO
8521 E ILIFF DR	DENVER	CO
PO BOX 1838	ELIZABETH	CO
8034 HOMESTEAD RD	PARKER	CO
375 SOUTH MAIN ST	ELIZABETH	CO
18473 W MARCONI AVE	SURPRISE	AZ
760 MAIN ST	ELIZABETH	CO
523 S MAIN ST	ELIZABETH	CO
33252 COUNTY RD 73	KIOWA	CO
1 MORTGAGE WAY MAIL STOP SV 22	MOUNT LAUREL	NJ
721 MAIN ST	ELIZABETH	CO
PO BOX 159	ELIZABETH	CO
425 MAIN ST	ELIZABETH	CO
723 S BANNER STREET	ELIZABETH	CO
673 S BANNER ST	ELIZABETH	CO
PO BOX 1981	ELIZABETH	CO
PO BOX 2614	ELIZABETH	CO

3. In doing so, I specifically sent such notices via regular first class mail with proper postage affixed to each mailing, and such notices were deposited for mailing on December 19, 2025.

FURTHER AFFIANT SAYETH NAUGHT.

By: [signature]

STATE OF COLORADO)
) ss.
COUNTY OF)

Subscribed and sworn to before me this 19th day of December 2025, by Grace Kimberly Erickson

Witness my hand and official seal.

My commission expires:
(SEAL)

By: [signature]

DAVID PATRICK MATOS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234006276
MY COMMISSION EXPIRES FEB 15, 2027

12/12/25
/users/gracekerickson/desktop/notice/affidavit- mailer.docx

AFFIDAVIT

I, Grace Erickson, hereby certify that on December 9, 2025, I began researching the notices with the Elbert County Office of the County Assessor by submitting a Radius Report Application, **see** Exhibit 1, *Radius Report Application*, attached hereto. The attached list was received from the Elbert County Office of the County Assessor on December 10, 2025 **see** Exhibit 2, *Owner and Addresses*, and contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the County within the area described and for a distance of five-hundred feet (500') from the exterior boundaries of property legally described as:

Part of Section 18, T. 8 S, R. 64 W, 6th p.m. Town of Elizabeth, County of Elbert, State of Colorado, Lots 1 & 2, Main Street Station Minor Subdivision

Signature

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 10th day of Dec., 2025 by Grace Erickson.

My commission expires: 12/11/2028.

(SEAL)

REBECCA ROSALINA BOU
NOTARY PUBLIC
State of Colorado
Notary ID # 20204041927
My Commission Expires 12/11/2028

Notary Public

ELBERT COUNTY
OFFICE OF THE
COUNTY ASSESSOR

Radius Report Application

This report generates a list of owners and there addresses within a certain distance (radius) of a given property boundary. The distance from the boundary is either 500' or a 1320' (1/4 mile).

Date	12/09/2025
Owner Name	Main Street Station Elizabeth LLC
Is applicant the owner?	No
Applicant	Providence Consulting,LLC
Applicant Phone	7192072995
Email Address	grace@providenceconsultingservices.com

Is the report for a single parcel, multiple parcels, or driven from a GIS shape/GDB file?

Report Type	Multi Parcel

Please provide all of the parcel account numbers or the recorded plat reception number.

Multiple parcel identification	556 & 620 S Main Street
Radius	500'

There is a $50 charge for this report. This covers the cost to develop the report. The results will be sent via the email address listed above. If you wish to use the online payment center, please click on the link below and select Custom Report:

Online payment Center

Paid	Yes

If payment is not received at the time of the application submittal, an invoice will be sent. The report will not be sent until payment has been received.

Signature

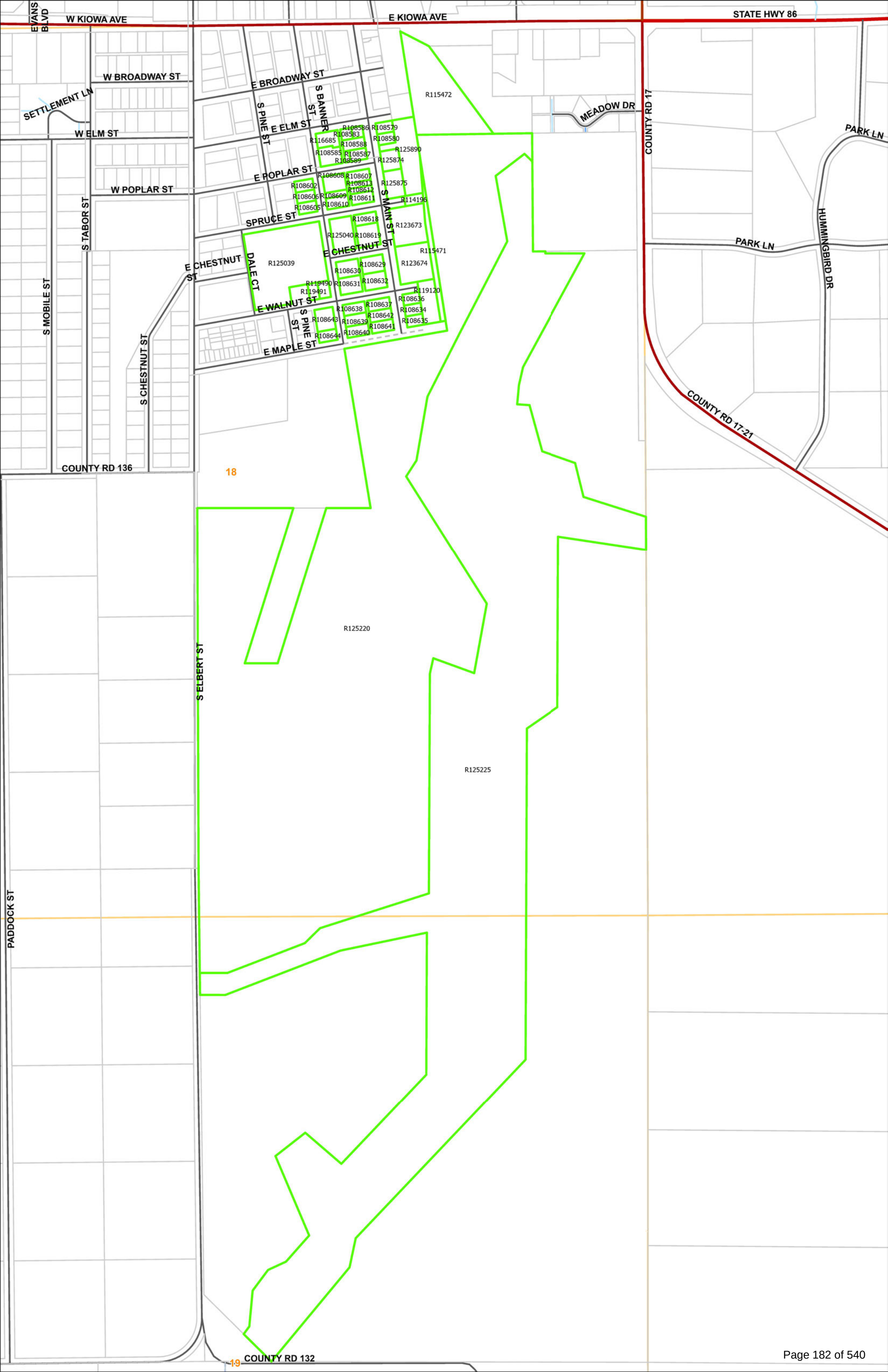


Phone: (303) 621-3101
Address: 221 Comanche Street

P.O. Box 26
Kiowa, CO 80117
Email: assessor@elbertcounty-co.gov
Website: https://www.elbertcounty-co.gov/264/Assessor

EXHIBIT 2: OWNER AND ADDRESSES

Parcel ID	Account	Location Address	City	State	Zip	[redacted]	Address	City	State	Zip
8418119003	R125040	530 S BANNER ST	ELIZABETH	CO	80107		367 SANDY HOLLOW TRAIL	FRANKTOWN	CO	80116
8418128005	R108641	775 S MAIN ST	ELIZABETH	CO	80107		775 S MAIN ST	ELIZABETH	CO	80107
8418124004	R119491	227 E WALNUT ST	ELIZABETH	CO	80107		2628 NW 60TH ST	OKLAHOMA CITY	OK	73112-7115
8418125004	R108632	653 S MAIN ST	ELIZABETH	CO	80107		20189 COUNTY ROAD 35	ELBERT	CO	80106
8418141002	R125874	392 S MAIN ST	ELIZABETH	CO	80107		7814 LOST LAKE DRIVE	FRANKTOWN	CO	80116
8418141003	R125875	444 S MAIN ST	ELIZABETH	CO	80107		7814 LOST LAKE DRIVE	FRANKTOWN	CO	80116
8418125001	R108629	619 S MAIN ST	ELIZABETH	CO	80107		7814 LOST LAKE DR	FRANKTOWN	CO	80116
8418129003	R108644	765 S BANNER ST	ELIZABETH	CO	80107		PO BOX 2135	ELIZABETH	CO	80107
8418116005	R108611	471 S MAIN ST	ELIZABETH	CO	80107		PO BOX 1734	PARKER	CO	80134-1405
8418118003	R119120	650 E WALNUT ST	ELIZABETH	CO	80107		211 W MAIN	STERLING	CO	80751
8418125002	R108630	624 S BANNER ST	ELIZABETH	CO	80107		624 S BANNER ST	ELIZABETH	CO	80107
8418111003	R108585	378 S BANNER ST	ELIZABETH	CO	80107		40900 WIND SPIRIT LN	PARKER	CO	80138-4758
8418127002	R108635	786 S MAIN ST	ELIZABETH	CO	80107		786 S MAIN ST	ELIZABETH	CO	80107
8418120002	R125039	589 S BANNER ST	ELIZABETH	CO	80107		PO BOX 520	ELIZABETH	CO	80107-0520
8418111014	R116685	324 E ELM ST	ELIZABETH	CO	80107		324 E ELM ST	ELIZABETH	CO	80107
8418119002	R108619	577 S MAIN ST	ELIZABETH	CO	80107		577 S MAIN ST	ELIZABETH	CO	80107
8418128004	R108640	782 S BANNER ST	ELIZABETH	CO	80107		782 SOUTH BANNER STREET8	ELIZABETH	CO	80107
8418116003	R108609	452 S BANNER ST	ELIZABETH	CO	80107		1258 N HUNT CLUB DRIVE	HERNANDO	FL	34442
8418116004	R108610	482 S BANNER ST	ELIZABETH	CO	80107		1258 N HUNT CLUB DR	HERNANDO	FL	34442
8418116007	R108613	437 S MAIN ST	ELIZABETH	CO	80107		PO BOX 1268	ELIZABETH	CO	80107
8418128003	R108639	750 S BANNER ST	ELIZABETH	CO	80107		PO BOX 876	ELIZABETH	CO	80107-0876
8418116006	R108612	449 S MAIN ST	ELIZABETH	CO	80107		449 S MAIN ST	ELIZABETH	CO	80107-7686
8418127003	R108636	730 S MAIN ST	ELIZABETH	CO	80107		39478 BUFFALO RUN CIR	KIOWA	CO	80117
8418128006	R108642	753 S MAIN ST	ELIZABETH	CO	80107		PO BOX 493	ELIZABETH	CO	80107-0493
8418140001	R123673	556 S MAIN ST	ELIZABETH	CO	80107		5369 GRAND FIR WAY	PARKER	CO	80134
8418140002	R123674	620 S MAIN ST	ELIZABETH	CO	80107		5369 GRAND FIR WAY	PARKER	CO	80134
8418128002	R108638	718 S BANNER ST	ELIZABETH	CO	80107		718 S BANNER ST	ELIZABETH	CO	80107
8418115006	R108605	481 S BANNER ST	ELIZABETH	CO	80107		481 SOUTH BANNER ST	ELIZABETH	CO	80107
8418115005	R108606	459 S BANNER ST	ELIZABETH	CO	80107		459 S BANNER STREET	ELIZABETH	CO	80107
8418110002	R108580	360 S MAIN ST	ELIZABETH	CO	80107		2242 ANTELOPE CIR	ELIZABETH	CO	80107
8418138001	R115471		ELIZABETH	CO	80107		8521 E ILIFF DR	DENVER	CO	80246
8418400001	R125220		ELIZABETH	CO	80107		8521 E ILIFF DR	DENVER	CO	80246
8418400003	R125225		ELIZABETH	CO	80107		8521 E ILIFF DR	DENVER	CO	80246
8418115001	R108602	417 S BANNER ST	ELIZABETH	CO	80107		PO BOX 1838	ELIZABETH	CO	80107-1838
8418111009	R108588	341 S MAIN ST	ELIZABETH	CO	80107		8034 HOMESTEAD RD	PARKER	CO	80138
8418111010	R108589		ELIZABETH	CO	80107		375 SOUTH MAIN ST	ELIZABETH	CO	80107
8418111008	R108587	375 S MAIN ST	ELIZABETH	CO	80107		375 SOUTH MAIN ST	ELIZABETH	CO	80107
8418116002	R108608	420 S BANNER ST	ELIZABETH	CO	80107		18473 W MARCONI AVE	SURPRISE	AZ	85388
8418127001	R108634	760 S MAIN ST	ELIZABETH	CO	80107		760 MAIN ST	ELIZABETH	CO	80107
8418119001	R108618	523 S MAIN ST	ELIZABETH	CO	80107		523 S MAIN ST	ELIZABETH	CO	80107
8418110001	R108579	338 S MAIN ST	ELIZABETH	CO	80107		33252 COUNTY RD 73	KIOWA	CO	80117
8418125003	R108631	676 S BANNER ST	ELIZABETH	CO	80107		1 MORTGAGE WAY MAIL STOP SV-22	MOUNT LAUREL	NJ	08054
8418128001	R108637	721 S MAIN ST	ELIZABETH	CO	80107		721 MAIN ST	ELIZABETH	CO	80107
8418117005	R114196		ELIZABETH	CO	80107		PO BOX 159	ELIZABETH	CO	80107
8418137005	R115472	500 E KIOWA AVE	ELIZABETH	CO	80107		PO BOX 159	ELIZABETH	CO	80107
8418141007	R125890	455 E SPRUCE ST	ELIZABETH	CO	80107		PO BOX 159	ELIZABETH	CO	80107
8418116001	R108607	425 S MAIN ST	ELIZABETH	CO	80107		425 MAIN ST	ELIZABETH	CO	80107
8418129001	R108643	723 S BANNER ST	ELIZABETH	CO	80107		723 S BANNER STREET	ELIZABETH	CO	80107
8418124003	R119490	673 S BANNER ST	ELIZABETH	CO	80107		673 S BANNER ST	ELIZABETH	CO	80107
8418111001	R108583	356 E ELM ST	ELIZABETH	CO	80107		PO BOX 1981	ELIZABETH	CO	80107
8418111005	R108586	325 S MAIN ST	ELIZABETH	CO	80107		PO BOX 2614	ELIZABETH	CO	80107


EVANS BLVD
W KIOWA AVE
E KIOWA AVE
STATE HWY 86
W BROADWAY ST
E BROADWAY ST
SETTLEMENT LN
S PINE ST
S BANNER ST
E ELM ST
W ELM ST
R115472
MEADOW DR
COUNTY RD 17
PARK LN
R108586
R108579
R108583
R108580
R116685
R108588
R125890
R108585
R108587
R108589
R125874
E POPLAR ST
W POPLAR ST
R108608
R108607
R108602
R108613
R125875
R108612
R108606
R108609
R108611
R114196
R108605
R108610
S MAIN ST
S TABOR ST
SPRUCE ST
R108618
R123673
R125040
R108619
E CHESTNUT ST
R115471
HUMMINGBIRD DR
E CHESTNUT ST
DALE CT
R125039
R108629
R123674
R108630
R108631
R108632
R119490
R119491
R119120
R108636
E WALNUT ST
R108638
R108637
R108634
S PINE ST
R108643
R108642
R108639
R108635
R108641
R108644
R108640
E MAPLE ST
S MOBILE ST
S CHESTNUT ST
COUNTY RD 136
18
R125220
S ELBERT ST
R125225
PADDOCK ST
COUNTY RD 17-21
19
COUNTY RD 132

SIGN POSTING AFFIDAVIT







The above signs were posted on December 29, 2025 pursuant to the Town of Elizabeth Land Development Code, by Grace Erickson (Applicant Representative).

Signature

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 29th day of December, 2025, by Grace Erickson.

My commission expires: 05/28/2028.

(SEAL)

JEREMIAH SITO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194047418
MY COMMISSION EXPIRES MAY 28, 2028

Notary Public

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

December 18, 2025

and the last publication of said notice was in the issue of said newspaper dated;

December 18, 2025

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Nikki Lister

Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

18 day of December, 2025

Jennifer Lister

Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Trustees of the Town of Elizabeth, acting in its capacity as both the Planning Commission and the Board of Trustees pursuant to Section 2-6-20(5) of the Town Code, shall hold a public hearing concerning a site development plan application for commercial mixed use and Use by Special Review application for multifamily residential use for the property described in Exhibit A located at 556 and 620 South Main Street, Elizabeth, Colorado, pursuant to the Town of Elizabeth Land Development Code.

A public hearing is to be held before the Board of Trustees on Tuesday, January 13, 2026, at 7:00 p.m., or as soon as possible thereafter. The public hearing shall be held in the Town Hall, 151 S. Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at (303) 646-4166.

ALL INTERESTED PERSONS MAY ATTEND. EXHIBIT A (legal description)

Part of Section 18, T. 8 S, R. 64 W, 6th p.m. Town of Elizabeth, County of Elbert, State of Colorado, Lots 1 & 2, Main Street Station Minor Subdivision

Published December 18, 2025

In Ranchland News

Legal No. 477

To: Board of Trustees
From: Alexandra Cramer, AICP Planner/Project Manager
Date: January 27th, 2026
Subject: Request for Extension – 350 S Elbert Street Subdivision Performance Guarantee Deadline

Summary
The developer of the Elbert Street Subdivision (MBP Enterprises, Inc.) has requested an extension to the January 11, 2026 deadline for submitting the required performance guarantee as outlined in Section 11 of the Subdivision Improvement Agreement executed October 3, 2025.

Per the Agreement, the developer is required to provide a financial guarantee of $176,534 (110% of estimated public improvement costs) within 90 days of final plat approval. The developer has been unable to secure a letter of credit and is requesting additional time to fulfill this requirement.

Since the original extension request, staff has received additional information on the property. Property ownership transferred from MBP Enterprises, Inc. to DGH Holdings LLC on December 16, 2025 (recorded December 23, 2025) without notifying the Town. This transfer occurred while the Subdivision Improvement Agreement with MBP Enterprises, Inc. remains in effect. Additionally, staff has been contacted by the lien holder regarding financial concerns related to the property. A portion of the property is currently listed for sale with marketing materials that showcase the property as if the final plat has been recorded and approved; however, the final plat has not been recorded, making these representations illegitimate and potentially misleading to prospective buyers.

If the Board denies this extension request, the final plat approval will be voided per the terms of the Subdivision Improvement Agreement.

Staff Recommendation
Staff recommends denial of the extension request based on the ownership transfer occurring without notification to the Town and concerns regarding the developer's ability to fulfill the terms of the Subdivision Improvement Agreement.

Attachments
350 S Elbert Street Subdivision Improvement Agreement

RECEIVED
OCT 10 2025
Town of Elizabeth

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 3rd day of October, 2025 by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and MBP Enterprises, Inc. (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Elbert Street Subdivision which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one-hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. Developer shall pay the amount of Six Thousand, Seven Hundred and Sixty One Dollars ($6,761.00) within thirty (30) days of recording the final plat as satisfaction of Developer's open space requirement for the Property.

b. Developer shall construct vehicular access to E Poplar Street from the Property. Such vehicular access shall be constructed to Town of Elizabeth standards, and shall be located in a location generally centered between the individual lots to allow such vehicular access.

c. Developer shall construct a private stormwater detention pond in accordance with construction drawings approved by the Town, which pond shall control the release of developed stormwater runoff from all lots within the Property.

d. The Developer shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference, including the construction of domestic water and wastewater mains to serve the Property in accordance with construction drawings approved by the Town; and

e. Developer shall dedicate within ten (10) days of approval of this Agreement the following:

i. The southwesterly corner of the Property, as laid out in the Subdivision Plat, free and clear of all liens and encumbrances, for the future widening and improvement of public sidewalk bordering S Elbert Street and E Poplar Street.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and

encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

5. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Board of Trustees shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for

scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

7. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before October 14, 2027, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the

Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantee described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantee shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantee"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of a Performance Guarantee to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the Developer to provide a Performance Guarantee to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D-2**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Performance Guarantee, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the

Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantee to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period or, in the alternative, if the Performance Guarantee held by the Town is cash, the Town will reduce the cash amount to twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from, or on account of, any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto, that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

22. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town:	Town of Elizabeth Attn: Town Administrator PO Box 159 151 S. Banner Street Elizabeth, Colorado 80107
With copy to:	Corey Y. Hoffmann, Esq. Hoffmann, Parker, Wilson & Carberry, P.C. 511 16th Street, Suite 610 Denver, Colorado 80202
Notice to Developer:	Brian Patterson MBP Enterprises, Inc. 8888 Inspiration Drive Parker, CO 80138 Brian@cashforhousescolorado.com

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

25. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the recorded owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: Angela Jernus, Mayor
Angela Jernus, Mayor

ATTEST:
Michelle Oeser, Town Clerk

TOWN OF ELIZABETH INCORPORATED
SEAL
SEPTEMBER 24 1888
ELBERT COUNTY COLORADO

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: ***MBP Enterprises, Inc.***

By: _____

Michael Patterson, Owner

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 3rd day of October, 2025, by Michael Patterson, as owner of MBP Enterprises, inc

My commission expires: 06/17/2026.

(SEAL)

_____
Notary Public

KODY EDWARD WRIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224023818
MY COMMISSION EXPIRES JUNE 17 2026

EXHIBIT A

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

EXHIBIT B

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, 0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

SHEET 1 OF 2

PROPERTY DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 7, 8, 9, AND 10, ALL IN BLOCK 12, ELIZABETH AMENDED, ALSO COMMONLY KNOWN AS THE TOWN OF ELIZABETH AMENDED, COUNTY OF ELBERT, STATE OF COLORADO.

(PER SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 615401)

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF ELBERT STREET SUBDIVISION. THE UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR STORMWATER DETENTION, PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. ALL STREETS AND RIGHTS OF WAY, SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF ELIZABETH, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES.

OWNER

_____
(OWNER)

BY:_____
(PRINT NAME)

TITLE_____

ATTEST:_____
SECRETARY

_____ AS PRESIDENT/VICE PRESIDENT OF MBP ENTERPRISES, INC, A COLORADO

CORPORATION AND _____ AS SECRETARY/TREASURER OF MBP ENTERPRISES, INC. A COLORADO CORPORATION.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES. _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MORTGAGEE

_____
(MORTGAGEE)

BY:_____
(PRINT NAME)

TITLE_____

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

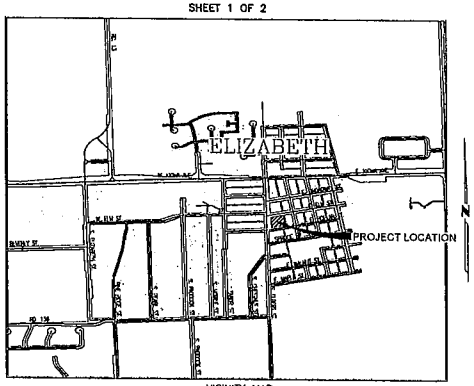
MY COMMISSION EXPIRES: _____

COVENANTS:

THE UNDERSIGNED OWNERS FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE TOWN OF ELIZABETH:

NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREIN SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS, AS DEFINED BY ARTICLE III SEC. 16-3-60, OF THE TOWN CODE OF ELIZABETH, COLORADO ARE IN PLACE AND ACCEPTED BY THE TOWN, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE TOWN OF ELIZABETH AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE TOWN.

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE TOWN OF ELIZABETH ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELIZABETH FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE TOWN OF ELIZABETH'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES, OR PRIVATE UTILITIES UPON REQUEST FROM THE TOWN OF ELIZABETH AND AT NO EXPENSE TO THE TOWN OF ELIZABETH.



VICINITY MAP
SCALE: 1"=1000'

SHEET INDEX
1 COVER SHEET
2 MAP SHEET

BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

GENERAL NOTES

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS.

DRAINAGE NOTES:

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNER OF LOTS 1, 2, AND 3.

LAND USE SUMMARY TABLE			
	AREA (SQ. FT.)	AREA (ACRE)	%
LOTS	30,985	0.711	99.97%
TRACTS	0	0.000	0.00%
RIGHT-OF-WAY	9	0.001	0.03%
TOTAL:	30,994	0.712	100.00%

TITLE VERIFICATION

I/WE _____, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

_____
(NOTARIZED SIGNATURE)

_____ _____
DATE COMPANY NAME

SURVEYOR'S CERTIFICATE

I, SAMUEL L. GALLUCCI III, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON OCTOBER 12, 2022, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

_____
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
SAMUEL L. GALLUCCI III

SURVEYOR #38584

PLANNING COMMISSION

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON: _____.

_____
CHAIR, PLANNING COMMISSION

BOARD OF TRUSTEES

LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, FOR FILING IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE ELBERT COUNTY CLERK AND RECORDER, RECEPTION #_____.

_____
MAYOR, TOWN OF ELIZABETH

ATTEST: _____
TOWN CLERK

CLERK AND RECORDER:

STATE OF COLORADO)
) SS
COUNTY OF ELBERT)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 20____ A.D., AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

_____
COUNTY CLERK AND RECORDER

ENGINEER:
Raptor Engineering, LLC
8620 Wolff Ct., Suite 105B
Westminster, CO 80031
(720) 774-7736

SURVEYOR:
EMK Consultants, Inc.
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
(303) 694-1520

PREPARED BY
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(303)694-1520 www.EMKE.com
JOB NO. 13362

ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 1 OF 2

ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, 0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #5 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W 1/4 S7|S18 2001 LS 31548", IN RANGE BOX

NORTHEAST CORNER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #5 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W S7|S8+S18|S17 2001 LS 31548", IN RANGE BOX

N89°45'35"E 2642.35'

NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18

BLOCK 10

BLOCK 10

WOODEN FENCELINE ON R.O.W. LINE

E. BROADWAY STREET
(60' PUBLIC RIGHT OF WAY)

BLOCK 11

BLOCK 11

16' ALLEY

FOUND SHEARED OFF T-POST 1' BELOW GROUND SURFACE

FOUND 1 3/8" RED PLASTIC CAP ON #5 REBAR, "ARCHER LS 6935", FLUSH WITH GROUND SURFACE, DAMAGED.

WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18

BASIS OF BEARINGS S00°22'29"W 2652.88'

S15°42'25"E 87.39' (TIE)

FOUND 1 3/8" YELLOW PLASTIC CAP ON #5 REBAR STAMPED "HIGHPLAINS LS 30127", 1.2' NORTH, 1.1' EAST, FLUSH WITH GROUND SURFACE, NOT ACCEPTED.

E. ELM STREET
(60' PUBLIC RIGHT OF WAY)

FOUND 1 3/8" YELLOW PLASTIC CAP "HIGHPLAINS LS 30127", 2.7' WEST OF RIGHT-OF-WAY LINE, 0.9' NORTH, NOT ACCEPTED

FOUND 1 3/8" YELLOW PLASTIC CAP "HIGHPLAINS LS 30127", 2.6' WEST OF RIGHT-OF-WAY LINE, 0.7' NORTH, NOT ACCEPTED.

BLOCK 12 ELIZABETH AMENDED BOOK 2, PAGE 31

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

350 S. ELBERT STREET
30,994 SQUARE FEET
(0.712 ACRE)

SOUTH ELBERT STREET
(65' PUBLIC RIGHT OF WAY)

N00°22'29"E 133.24'

60'

65' R.O.W.

5'

N80°32'36"E 224.71'

FOUND 1 3/8" YELLOW PLASTIC CAP ON #5 REBAR STAMPED "HIGHPLAINS LS 30127", 1.0' NORTH, 0.7' EAST, FLUSH WITH GROUND SURFACE, NOT ACCEPTED

S00°27'24"E 131.28'

S00°27'24"E 136.92'

PINE STREET
(PUBLIC RIGHT OF WAY)

BLOCK 12 ELIZABETH AMENDED BOOK 2, PAGE 31

FOUND 600 NAIL 0.5' EAST OF CORNER, IN LINE WITH THE NORTH RIGHT-OF-WAY LINE OF E. POPLAR STREET, FLUSH WITH GROUND SURFACE.

S80°32'36"W 125.63'

FOUND #5 REBAR, FLUSH WITH GROUND SURFACE.

60'

S80°32'36"W 247.46'

SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON FOUND #5 REBAR BENT NORTH, SHOT @ SPIN POINT, FLUSH WITH GROUND SURFACE.

SET 1" BRASS TAG & NAIL, COUNTERSUNK IN CONCRETE WALK, STAMPED "EMK, LS 38584"

E. POPLAR STREET
(60' PUBLIC RIGHT OF WAY)

S08°31'18"W 1755.85' (TIE)

R.O.W. 60'

FOUND #5 REBAR BENT SOUTH, SHOT @ SPIN, 3" BELOW ASPHALT SURFACE, NOT ACCEPTED.

FOUND 1 3/8" YELLOW PLASTIC CAP ON #5 REBAR, "HIGHPLAINS LS 30127", 0.6' SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF E. POPLAR STREET, FLUSH WITH SURFACE, NOT ACCEPTED

FOUND 1 3/8" RED PLASTIC CAP ON #5 REBAR, LS 36570, 0.4' SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF E. POPLAR STREET, FLUSH WITH SURFACE, NOT ACCEPTED.

FOUND 1 3/8" RED PLASTIC CAP ON #5 REBAR, "ARCHER LS 6935", FLUSH WITH GROUND SURFACE, DAMAGED.

CENTER QUARTER OF SECTION 18
FOUND 2 1/2" ALUMINUM CAP ON #6 REBAR STAMPED "HIGH PLAINS SURVEY CO., INC. T8S R64W, C1/4 + S18, PLS 30127, 2006", FLUSH WITH SURFACE.

GRAPHIC SCALE
0 20 40 80 120
1 INCH = 40 FEET

BLOCK 12 ELIZABETH AMENDED BOOK 2, PAGE 31

LOT 11

350 S. ELBERT STREET
30,994 SQUARE FEET
(0.712 ACRE)

N80°32'36"E 224.71'

111.45'

56.44'

56.83'

FOUND 1 3/8" YELLOW PLASTIC CAP ON #5 REBAR STAMPED "HIGHPLAINS LS 30127", 0.7' EAST, FLUSH WITH GROUND SURFACE, NOT ACCEPTED.

FOUND 1 3/8" YELLOW PLASTIC CAP "HIGHPLAINS LS 30127", 2.6' WEST OF RIGHT-OF-WAY LINE, 0.7' NORTH, NOT ACCEPTED.

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

BLOCK 12

BLOCK 12 ELIZABETH AMENDED BOOK 2, PAGE 31

SOUTH ELBERT STREET
(65' PUBLIC RIGHT OF WAY)

4
3,209 S.F.
(0.165 AC)

1
8,433 S.F.
(0.194 AC)

2
7,881 S.F.
(0.181 AC)

3
7,462 S.F.
(0.171 AC)

43.25'

N00°22'29"E 133.24'

89.98'

S83°30'28"W 19.36'

N05°52'12"W 22.05'

S80°32'36"W 100.23'

93.56'

6.66'

N09°27'45"W 65.64'

S81°57'41"W 16.08'

N00°27'45"W 65.64'

S00°27'24"E 131.28'

S00°27'24"E 131.28'

16' ALLEY

FOUND #5 REBAR, FLUSH WITH GROUND SURFACE.

SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON FOUND #5 REBAR BENT NORTH, SHOT @ SPIN POINT, FLUSH WITH GROUND SURFACE

PUBLIC DRAINAGE AND UTILITY EASEMENT DEDICATED HEREON

PUBLIC RIGHT-OF-WAY DEDICATED HEREON 9 S.F. (0.0002 AC)

N10°11'00"W 27.16'

N46°24'58"W 5.78'

127.18'

S80°32'36"W 247.46'

63.44'

56.85'

4.68'(TIE)

4.27'(TIE)

SET 1" BRASS TAG & NAIL, COUNTERSUNK IN CONCRETE WALK, STAMPED "EMK, LS 38584"

E. POPLAR STREET
(60' PUBLIC RIGHT OF WAY)

R.O.W. 60'

GRAPHIC SCALE
0 10 20 40 60
1 INCH = 20 FEET

NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
	EXISTING LOT LINE
	PROPOSED EASEMENT
	PROPOSED LOT LINE
⊕	LAND CORNER FOUND AS NOTED
○	FOUND MONUMENT AS NOTED
●	SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY
EMK CONSULTANTS, INC.
LAND DEVELOPMENT ENGINEERING + SURVEYING
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CENTENNIAL, COLORADO 80112-2019
(303)694-1520
www.EMKC.com

JOB NO. 13362

ELBERT STREET SUBDIVISION

DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2

EXHIBIT C

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:	350 Elbert Street				
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Asphalt Patching/Pavement		720	SY	$50	$36,000
Concrete Paving		303	SY	$100	$30,300
6" Curb , Gutter		114	LF	$36	$4,104
Sidewalk (5.5' Width)		70	SY	$42	$2,940
20' Curb Cut		3	EA	$5,000	$15,000
SEWER					
48" Sewer Manhole		3.0	EA	$4,250	$12,750
6" PVC Sewer Main		246	LF	$77	$18,819
WATER					
Fire Hydrant		1.0	EA	$3,500	$3,500
6" PVC Water Main		256	LF	$49	$12,544
6" Fire Hydrant Lateral (C900 PVC)		23	LF	$50	$1,150
6" Gate Valve		1	EA	$275	$275
STORM/DRAINAGE					
12" Class IV RCP Storm Pipe		72	LF	$26	$1,879
				PUBLIC RIGHT OF WAY IMPROVEMENTS COST:	$139,261
				15% CONTINGENCY:	$20,889
				TOTAL COST:	$160,150

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:	350 Elbert Street				
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS - LANDSCAPE					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Seeding for 8' Tree Lawn		0.049	ACRE	$6,000	$292
				LANDSCAPE IMPROVEMENTS COST:	$292
				15% CONTINGENCY:	$44
				TOTAL COST:	$335

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

TO: *Mayor Angela Ternus, Mayor Pro Tem Hutchins, and Board of Trustees*

FROM: Jeffery R. Engel, Chief of Police

SUBJECT: Elizabeth Police Department Strategic Plan (2026-2028)

DATE: January 27, 2026, 2026

SUMMARY:

Strategic plans are essential for a modern police department. They provide clarity for department members, town leadership, and the community by demonstrating that the agency is moving forward with purpose. A strategic plan establishes goals and objectives that are realistic, attainable, measurable, and time-bound, ensuring everyone understands where the department is headed and how progress will be evaluated.

Similar to our core values, a strategic plan reinforces accountability. It communicates to the public that we are committed to delivering professional service and that we are willing to measure ourselves against the standards we set. This commitment strengthens the organization and helps build a healthy police-community partnership.

Strategic planning also supports transparency. Public trust is more important today than at any point in modern policing. The community not only wants to know what the police department is doing, but they also expect visible progress. The community demands communication and visible progress. While policing must remain flexible to address daily demands, a strategic plan provides the foundation that we are operating with intention, prioritizing meaningful improvements, and constantly working to serve the Town of Elizabeth.

ANALYSIS:

Over the past year, the Elizabeth Police Department has made meaningful progress in strengthening our people, modernizing our systems, and deepening our connection to the community.

People and Wellness

We completed a department-wide culture survey and facilitated follow-up discussions to better understand organizational needs and reinforce a healthy work environment. We continued our

commitment to ABLE (Active Bystandership for Law Enforcement), ensuring officers are equipped with the tools needed to support ethical decision-making and peer intervention. Supervisors and Field Training Officers participated in leadership development programs, and we expanded our wellness initiatives to promote mental health, resilience, and overall well-being.

Technology

With technology constantly changing, we have concentrated effort on developing technological capabilities. Several important upgrades have been introduced, such as mobile field reporting and expanding the use of digital evidence systems to strengthen accountability and improve case management. We optimized our Records Management System to enhance NIBRS compliance and overall data accuracy, modernized workstations, and in-car capabilities to ensure workflow efficiency. Additionally, we continued the multi-year replacement of encrypted radios to ensure reliable, secure communication during critical incidents.

Community Engagement

Community Engagement is a partnership. It reflects a shared commitment between the police department, residents, and a broad network of stakeholders who contribute to the safety and quality of life. The police department strengthened partnerships with local schools through an expanded School Resource Officer program. We enhanced participation in the community to build stronger community relationships. We also advanced the Circle of Care initiative to support the town's at-risk and vulnerable residents by connecting them with resources and services.

Strategic Plan Orientation

Our strategic plan is a living document that is centered on three cornerstones with annual milestones to be accomplished. As the environment changes, our priorities may adapt; however, the core intent remains constant:

- Prevent and reduce crime.
- Strengthen our team and build resilience
- Implement responsible solutions that enhance quality of life.

STAFF RECOMMENDATIONS:

There is no board action needed. The strategic plan is a document that will be made available to the public. Periodic updates will be provided to the Board of Trustees to ensure accountability and transparency as milestones are completed.

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: Police@townofelizabeth.org
www.townofelizabeth.org

Elizabeth Police Department

Strategic Plan 2026–2029

Chief's Message

Public safety is the foundation of a strong and thriving community. I am proud to present the Elizabeth Police Department's Strategic Plan for 2026–2029. This plan outlines how we will continue to protect our community, strengthen trust, and adapt to a changing world while staying true to our core values.

Over the past year, we have made meaningful progress, modernizing our technology, expanding community engagement, and prioritizing officer wellness. These efforts ensure our department is prepared to serve Elizabeth today and into the future.

Looking ahead, this plan focuses on three priorities that guide everything we do:

- **Supporting our people** so they can serve with professionalism and care
- **Using smart, modern tools** to improve safety, efficiency, and transparency
- **Strengthening community connections** through trust, presence, and partnership

This plan belongs to the community as much as it belongs to the department. We are committed to sharing progress openly and working together to make Elizabeth a safe and welcoming place for all.

Jeffery R. Engel

Chief of Police

At a Glance: What's in this Plan

Keeping Elizabeth safe starts with a strong foundation and grows through partnership. Our strategy is built on three connected cornerstones:

Our Team

Our officers and professional staff are the heart of public safety. We invest in their wellness, training, and leadership development so they can serve the community at their best.

Why this matters to you: Healthy, well-trained officers make better decisions, communicate more effectively, and provide more consistent service.

Innovation

Policing must evolve with the community it serves. We use proven technology and data-driven strategies to improve efficiency, strengthen investigations, and increase transparency.

Why this matters to you: Modern tools mean faster response times, more accurate reporting, and greater accountability.

Community

Safety is a shared responsibility. We build trust through presence, communication, and collaboration with residents, schools, and local businesses.

Why this matters to you: Strong partnerships help prevent crime and create neighborhoods where people feel safe and connected.

What We've Accomplished



Over the past year, your police department has taken important steps forward:

Supporting Our Team

- Expanded officer wellness and peer support programs
- Enhanced training in active shooter response, investigations, and leadership
- Improved patrol staffing through data-informed scheduling

Advancing Innovation

- Implemented modern digital evidence and records systems
- Upgraded radios and mobile technology for safer, clearer communication
- Improved data accuracy and reporting to meet state standards

Strengthening Community Connections

- Increased participation in community events and school partnerships
- Expanded bicycle patrols for greater visibility and approachability
- Launched programs to support seniors and vulnerable residents

Cornerstone 1: Our Team



Goal: Build a resilient, well-prepared workforce that reflects professionalism, integrity, and service.

What this looks like: - Expanded wellness resources, including mental health and peer support - Ongoing training that reflects modern policing and community expectations - Leadership development and succession planning

Community benefit: Officers who are supported and prepared are better equipped to serve with fairness, compassion, and sound judgment.

Cor



Goal: Use smart, responsible tools to improve safety, efficiency, and transparency.

What this looks like: - Integrated digital evidence and records systems - Use of data to guide patrols and traffic safety efforts - Secure, reliable communication and mobile technology

Community benefit: Improved investigations, clearer communication, and increased public confidence in how policing is delivered.

Cornerstone 3: Community



Goal: Strengthen trust through engagement, education, and collaboration.

What this looks like: - Youth and public safety academies - Regular town halls and community meetings - Expanded school partnerships and neighborhood outreach

Community benefit: Shared problem-solving, increased trust, and safer neighborhoods.

Measuring Progress and Staying Accountable

This strategic plan is a living document. Progress will be shared regularly through public updates, community meetings, and online dashboards. We will adjust as needed to ensure we continue meeting the needs of our community.

Moving Forward Together

The Elizabeth Police Department is committed to continuous improvement and open communication. By working together—residents, businesses, schools, and officers—we can build a safer, stronger Elizabeth.

Your partnership matters. We invite you to stay engaged, ask questions, and help shape the future of public safety in our town.

Strategic Timeline: What to Expect Each Year

The following timeline highlights key accomplishments the Elizabeth Police Department will work toward during each year of this plan. These milestones help the community track progress and understand how strategic goals translate into real-world outcomes.

2026 Milestones:

Our Team

- Launch a comprehensive officer wellness program focused on physical health, mental resilience, and fatigue management.
- Strengthening onboarding and mentoring for new employees to ensure readiness and long-term success.
- Expand peer support and supervisor training to better identify and respond to stress and wellness needs.

Smart Solutions

- Stabilize and optimize the Records Management System to improve report accuracy and state compliance.
- Improve integration between records, digital evidence, and court processes to streamline investigations.
- Complete encrypted radio upgrades to ensure clear, secure communication during emergencies.
- Begin open community conversations about emerging technologies, such as drones, before any implementation.

Community

- Launch an Integrated Public Safety Academy for youth to promote leadership and safety education.
- Hold quarterly town halls to share updates and hear directly from residents.
- Conduct a community satisfaction survey to guide future priorities.
- Expand bicycle patrols to increase visibility and approachability.

2027 Milestones:

Our Team

- Introduce structured career development and leadership pathways for officers and staff.
- Provide scenario-based leadership training to strengthen decision-making and communication.
- Continuing wellness partnerships that offer fitness, nutrition, and mental health resources.

Innovation

- Launch a public-facing safety dashboard sharing crime and traffic trends.
- Evaluate predictive analytics tools with strong policy oversight and community values in mind.
- Assess electronic citations and in-car camera options to improve efficiency and transparency.

Community

- Expand youth outreach through school safety workshops and mentorship opportunities.
- Participate annually in National Night Out and state safety campaigns.
- Grow programs that support seniors and vulnerable residents through partnerships.

2028 Milestones:

Our Team

- Launch a chaplain program to provide additional emotional and spiritual support.
- Offer retirement and financial planning resources to support long-term employee wellness.
- Expand mentorship opportunities and advanced education partnerships.

Innovation

- Publish an annual technology and privacy report outlining how tools are used responsibly.
- Evaluate and enhance evidence management systems for security and efficiency.

Community

- Launch a Citizens Public Safety Academy for residents.
- Establish a Public Safety Committee to foster ongoing community input.
- Expand youth mentorship programs focused on leadership and service.

Staying Connected

Progress updates will be shared through town meetings, the department website, and social media. This timeline reflects our commitment to transparency, accountability, and partnership with the community.



2026-2028 Strategic Plan

Elizabeth Police Department

Chief's Message

Public safety is the cornerstone of a thriving community. I am honored to present the Elizabeth Police Department's Strategic Plan, a roadmap that will guide our agency from 2026 through 2029. This plan reflects our unwavering commitment to protecting the Town of Elizabeth and enhancing the quality of life for every resident.

We have already made significant progress. Over the past year, we improved efficiency with technology-enhanced records management, strengthened case integrity through digital evidence systems, revamped our Field Training Program to prepare new officers for success, deepened community engagement, and launched officer wellness programs that promote mental health and resilience. These achievements lay the foundation for the next phase of our journey.

Looking ahead, our priorities are clear:

- Reduce crime through data-driven strategies
- Advance modern policing practices that emphasize transparency and accountability
- Build partnerships that strengthen trust and collaboration
- Continue investing in officer wellness to ensure our team remains healthy and ready to serve

The strength of our department lies in our people, officers, and professional staff, who embody integrity, accountability, and service. To the residents of Elizabeth, thank you for your trust and partnership. Together, we will create a future where safety and community thrive.

Jeffery R. Engel



At a Glance: What's in this Plan



Cyberbullying prevention presentation by Officer Daisy Tucker at Elizabeth M iddle School.

The Town of Elizabeth Police Department is committed to serving our community with excellence. Exceptional policing begins with a strong foundation and extends outward to the people we protect. Think of our approach as a structure built on three essential layers:

At the base is Our Team.

Our officers and staff are the heart of public safety. We invest in their wellness, training, and leadership development so they can serve at their best. A healthy, well-prepared team means better service, stronger problem-solving, and safer outcomes for everyone.

The next layer is Smart Solutions.

Policing must keep pace with a changing world. We embrace innovation, using technology and data-driven strategies to improve efficiency, strengthen investigations, and increase transparency. These tools help us respond faster, work smarter, and stay accountable.

What we've Accomplished So Far

At the top is Strong Connections.
Safety is a shared responsibility. We build trust through presence, open communication, and collaboration with residents, schools, and businesses. Together, we solve problems, prevent crime, and create a community where people feel safe.

Our Mission:
These three steps—Our Team, Smart Solutions, and Strong Connections, guide us toward our ultimate goals:

- Prevent and reduce crime
- Strengthen case outcomes
- Implement responsible solutions that improve the quality of life for everyone who lives, works, or visits the Town of Elizabeth.

Your police department has made progress in modernizing operations and enhancing safety:

Our Team (People):

- Conducted a department-wide culture survey and facilitated discussions to strengthen teamwork.
- Used call-for-service data to improve patrol resource allocation and coverage.
- Delivered advanced training in immediate threat response, investigations, and patrol operations.
- Implemented ABLE (Active Bystandership for Law Enforcement).
- Sent supervisors to Leadership in Police Organizations And Denver University Public Safety Leadership Development to build strong leadership.
- Expanded officer wellness initiatives to support resilience and readiness.

Smart Solutions (Innovation):

- New Tasers for Officer Safety: Transitioned to Axon Tasers under a 5-year contract for reliability and accountability.
- Better Radio Communication: We launched a multi-year initiative to replace aging radios with modern units that support advanced encryption. This upgrade ensures clearer communication, stronger security, and faster coordination during emergencies.

- Modern Workstations: Moved from desktops to laptops with docking stations, improving mobility and efficiency.
- Digital Evidence System: Integrated Axon technology to securely manage body camera and digital evidence.
- Records Management: Enhanced our Records Management System (RMS) for accuracy and compliance.
- Department-Issued Cell Phones: Equipped officers with secure, department-issued cell phones to speed communication and improve connectivity and community responsiveness in the field.
- We improved NIBRS compliance and streamlined report and citation workflows to ensure accurate data, faster processing, and greater transparency.

Strong Connections (Community):

- Increased participation in local events to strengthen trust and visibility.
- Expanded School Resource Officer (SRO) presence and partnerships with local schools for student safety and education.
- Enhanced neighborhood engagement: Seasonal bicycle patrols to increase officer visibility and make officers more approachable in community spaces.
- Supporting our seniors: Launched the Circle of Care program to assist Elizabeth's at-risk population with safety resources and community support.

Town of Elizabeth Police Department
Strategic Plan 2026–2028

Cornerstone 1: Our Team



Goal: Build an exceptional, resilient team culture so our officers and staff can serve at their best.

Why it matters: A supported, well-trained officer is a better problem solver, a better neighbor, and a better guardian of public trust.

Key Commitments

- Officer Wellness: Peer support, ABLE sustainment, confidential counseling, and micro-recovery practices during tours of duty.
- Training & Development: Annual plan covering tactical readiness, investigations, scenario/simulation training, and school-based engagement for SROs.
- Leadership & Succession: Mentoring, supervisor development (e.g., LPO), and succession planning for Sergeant, Commander, and Chief roles.
- Culture & Recognition: Culture surveys, recognition programs, and retention initiatives.

2026 Milestones

Personal:

- Provide resources and incentives for physical fitness and healthy nutrition as part of our wellness strategy.
- Implement a comprehensive wellness program including mental health resources, stress management, and fatigue mitigation.
- Integrate financial literacy into our wellness strategy to help officers manage personal finances.
- Established enhanced onboarding by integrating technology training, wellness resources, and mentorship to prepare employees for success.

Professional:

- Integrate advanced education into career development plans to strengthen expertise and prepare future leaders.
- Enhance and strengthen Peer Support program by increasing trained members and providing ongoing mental health and wellness training.

Training:

- Provide ongoing education on contemporary policing approaches, including community engagement, problem-oriented policing, and data-driven crime reduction.
- Establish a specialized training and research group to monitor emerging criminal trends and recommend modern policing strategies, methods, and technologies for proactive crime prevention.
- Create a structured monthly bulletin program to provide actionable insights on crime trends, officer safety tactics, and best practices.

Milestones 2027:

Personal:

- Develop external collaborations to provide discounted fitness memberships, wellness coaching, and nutritional education for staff.
- Establish collaborations with healthcare professionals to deliver in-house services that promote physical and psychological wellness for staff.

Professional:

- Develop and implement scenario-based leadership training to strengthen decision-making, communication, and problem-solving skills for future leaders.

- Implement a structured career path program for officers, including defined advancement criteria, mentorship opportunities, and leadership development tracks to support professional growth and succession planning.
- Complete biennial culture survey.

Training:

- Promote ethical decision-making and active bystandership through continued training in the ABLE (Active Bystandership for Law Enforcement) program to reinforce accountability and a culture of intervention.
- Provide supervisors with enhanced training on officer wellness, equipping them to recognize stress indicators, support resilience, and connect staff with appropriate resources.

Milestones 2028

Personal:

- Implement a Chaplain Program to provide spiritual and emotional support for officers, enhancing overall wellness and resilience.
- Offer retirement planning and estate preparation seminars, including last will creation guidance, to support long-term financial security.

Professional:

- Establish partnerships with colleges and universities to provide officers and staff with opportunities for advanced education, specialized certifications, and leadership development.
- Develop a structured mentor/mentee program to support new officers, fostering professional growth, knowledge transfer, and alignment with department values and expectations.

Training:

- Provide advanced leadership training opportunities, such as the FBI National Academy, Northwestern School of Police Staff and Command, and SMIP, to prepare future leaders and support succession planning.
- Provide additional leadership training for aspiring supervisors, such as Leadership in Police Organizations, to prepare future supervisors.

Cornerstone 2: Smart Solutions



Key Commitments

Digital Evidence & Records Management (DE/RM)

We will fully integrate and optimize our digital evidence and records systems to strengthen case management, ensure secure storage, and streamline workflows. Key initiatives include:

- Conducting evidence lifecycle audits and enhancing records management processes.
- Digitizing legacy paper records and implementing automated retention and destruction protocols.

Data & Analytics (D&A)

We are committed to using data to improve public safety and transparency. Our goals include:

- Developing crime and traffic dashboards to support intelligence-led deployment.
- Utilization of predictive analytics as a crime reduction tool.

Core Infrastructure (CI)

To ensure reliable and secure operations, we will:

- Sustain and upgrade department laptops and docking stations.
- Maintain secure, department-issued mobile devices for field operations.
- Evaluate surveillance cameras at the police department to enhance safety, reliability, and operational security.
- Complete our multi-year radio system replacement.

Milestones 2026

- Stabilize and optimize the new Records Management System (RMS) by standardizing workflows to ensure accurate NIBRS reporting and efficient case management. (**DE/RM)**
- Improve integration between Records Management, digital evidence systems, and Municipal Court processes to ensure seamless case handling and efficient information sharing. (**DE/RM)**
- Complete evaluation of surveillance cameras and develop a cost-effective upgrade plan to enhance safety and reliability. **(CI)**
- Complete portable and in-car encryption and radio upgrade **(CI)**
- Evaluate UAS/drone feasibility with public conversation. **(CI)**

Milestones 2027

- Develop a quarterly public safety dashboard to share crime trends, traffic data, and department performance with the community and town leadership. (**D&A)**
- Evaluate the potential use of predictive analytics as a crime reduction tool, ensuring alignment with department policy and community values. **(D&A)**
- Evaluate the implementation of the electronic citation program. **(CI)**
- Complete evaluation of in-car camera implementation and provide a cost analysis with recommendations for next steps. **(CI)**

2028 Milestones

- Publish an annual technology and privacy summary to promote transparency and accountability. **(D&A)**
- Complete evaluation of the current evidence management system and provide recommendations for improvements to enhance security, efficiency, and compliance. **(DE/RM)**

Cornerstone 3: Community





Key Commitments

- Neighborhood Engagement: Public Safety Youth Academy, seasonal bike patrol, and an annual community safety fair; start neighborhood liaison officer roles.
- Schools & Youth: expand school safety education; launch a youth mentorship program
- Public Safety Academy: Evolve the Student Academy into a Public Safety Academy
- Town Halls & Communication: Quarterly town halls, regular social media updates, and prevention tips.

Milestones 2026

- Develop and launch an Integrated Public Safety Academy for youth to promote education, leadership, and community engagement in public safety careers.
- Initiate quarterly town hall or community meetings to strengthen community engagement, share department updates, and gather public input on safety priorities.
- Conduct and complete a baseline community satisfaction survey to measure public perceptions of safety, trust, and police services.
- Implement quarterly child safety seat inspections to promote child passenger safety and provide hands-on assistance to families.

- Enhance the existing bicycle patrol program by expanding coverage areas, increasing officer participation, and promoting community interaction during patrols.
- Expand the department's social media presence by increasing engagement, sharing safety tips, and highlighting the human side of policing through regular, community-focused content.

Milestones 2027

- Continue collaboration with schools by hosting annual safety workshops and expanding youth outreach programs.
- Participate in National Night Out annually to strengthen community relationships, promote crime prevention awareness, and enhance public trust.
- Participate in State-funded safety campaigns. (Click it or ticket, High Visibility Enforcement, DUI enforcement).
- Host a summer bike rodeo to teach bicycle safety, promote helmet use, and engage youth in fun, interactive safety education.
- Enhance participation in the Circle of Care program by increasing officer involvement, strengthening partnerships with service providers, and improving outreach to at-risk individuals in need.

Milestones 2028

- Launch a Public Safety Citizens Academy to educate residents about police operations, build community trust, and encourage collaborative problem-solving.
- Develop and implement a youth mentorship program to foster positive relationships, build leadership skills, and encourage interest in public safety careers.
- Launch a Public Safety Committee to foster collaboration between community members, town

Moving Forward

leadership, and the police department, ensuring transparency and shared input on safety priorities. The Elizabeth Police Department is dedicated to achieving the milestones outlined in this strategic plan. While we recognize that circumstances may change and some goals may be influenced by factors beyond our control, we remain committed to adapting and innovating to meet the needs of our team and community. This plan is a living document, and progress will be shared publicly to uphold our core value of accountability. Together, we will strive for continuous improvement and a safer, stronger community.

Mission:

The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit the Town of Elizabeth.

Vision:

To provide exceptional public service, foster a healthy work environment, and better the lives of those we serve.



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: January 27, 2026
SUBJECT: Hillside Paving and Park Project RFP Contract Discussion

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

Public Works wishes to discuss and receive acceptance for releasing the attached bid packet and contract documents 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 will have 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

PROJECT MANUAL

for

TOWN OF ELIZABETH

2026 HILLSIDE PAVING AND WADE PARK PROJECT

January 19, 2026

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. 03/02/2026. 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 02/02/2026, 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 02/09/2026. 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

03/23/2026. 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 02/09/2026. 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: March 23, 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 Four Million, Four Hundred and Three Thousand, and Two Hundred Dollars ($4,403,200 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 – LOCAL LABOR

A. 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

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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

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PROJECT SPECIAL PROVISIONS

CDOT Standard Specifications for Road and Bridge Construction

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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

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

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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

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PROJECT SPECIAL PROVISIONS

CDOT Standard Specifications for Road and Bridge Construction

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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

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

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:

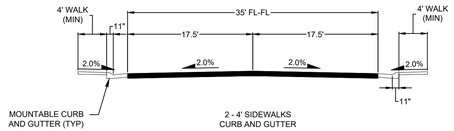
1. CONCRETE USED IN STORM SEWER STRUCTURES SHALL BE AS SPECIFIED BY THE GOVERNING AGENCY OR CLASS B AS DEFINED BY CDOT STANDARDS AND SPECIFICATIONS FOR ROAD AN BRIDGE CONSTRUCTION, IN THE ABSENCE OF AN AGENCY SPECIFICATION.
2. REFER TO STORM SEWER PLANS FOR LANDSCAPE/ ROOF DRAINS AND DETENTION POND FACILITIES, 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.

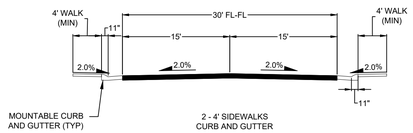
WATER NOTES:

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.



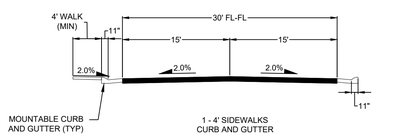
35' FL-FL ROAD SECTION

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



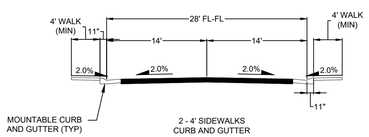
30' FL-FL ROAD SECTION

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

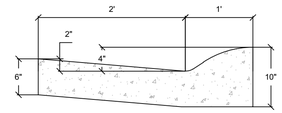
DESIGN SPEED: 25
POSTED SPEED: 20-25
CHELSEA CT

ABBREVIATIONS

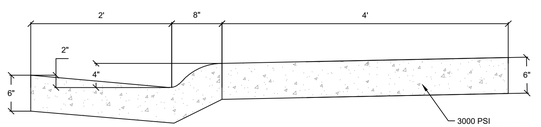
AC	ASPHALTIC CONCRETE
B.O.P.	BOTTOM OF PIPE
CC	CONCRETE
CL	ROADWAY CENTERLINE
CMP	CORRUGATED METAL PIPE
CR	CURB RAMP
DE / DEMO	DEMOLITION
DIA	DIAMETER
DWG	DRAWING
DRNG	DRAINAGE
ESMT	EASEMENT
E / ELEC	ELECTRICAL
E	EAST
EC	EDGE OF CONCRETE
EG	EXISTING GRADE
EL / ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EX / 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

terracina design
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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
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
W LOGAN ST
CHELSEA CT
28' FL-FL
WADE PARK LANDSCAPE PLAN SEE SHEET 35
EX SWALE
LIONEL LN
ELBERT ST
SPROUSE CT
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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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

RUSHMORE ST
AMANDA CT
4' WALK
30' FL-FL
EX MAILBOX BUILDING
LIBERTY ST
LIBERTY CT
LINCOLN ST
ZANE CT
EVANS BLVD
W LOGAN ST
CHELSEA CT
28' FL-FL
35' FL-FL
EX PARK
EX TRAIL
EX SWALE
LIONEL LN
ELBERT ST
SPROUSE CT
E KIOWA AVE

KEY MAP
SCALE: 1" = 500'

N

0 60' 120'

1 inch = 60'

LEGEND

REMOVE & REPLACE ASPHALT

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1	1ST SUBMITTAL	XX/XX/2025	MM

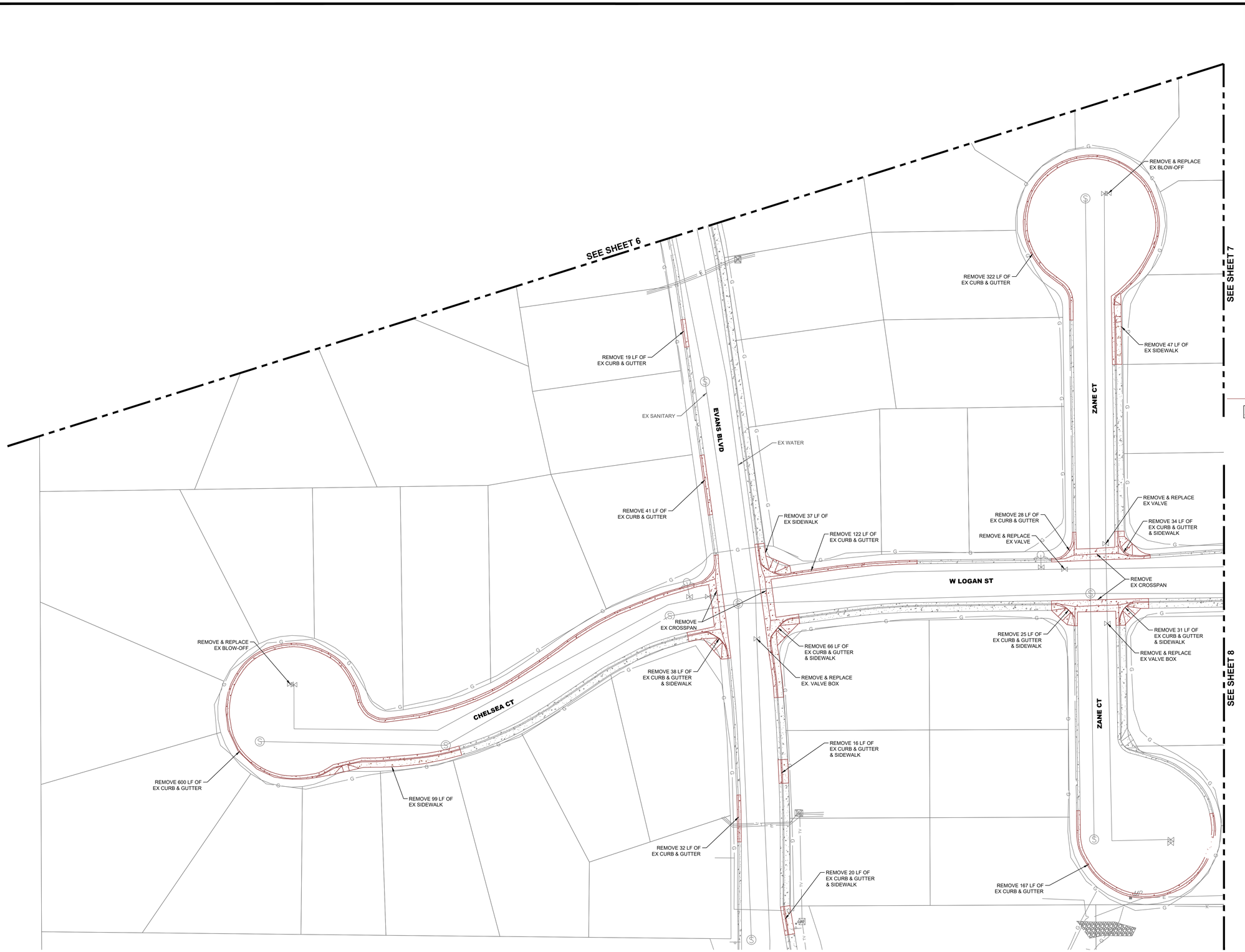
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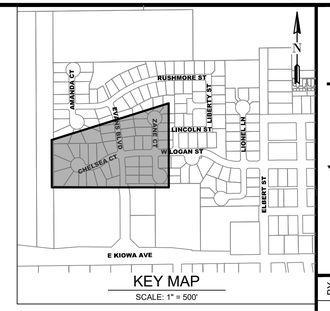
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
ASPHALT REMOVAL & REPLACEMENT PLAN

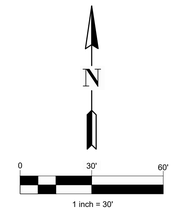
Know what's **below.** **Call** before you dig. 811

SHEET
4 OF 35

12/2/2025 3:17 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\C05 ASPHALT R&R - HILLSIDE.DWG 1







LEGEND

- REMOVE
- REMOVE CONCRETE

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1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

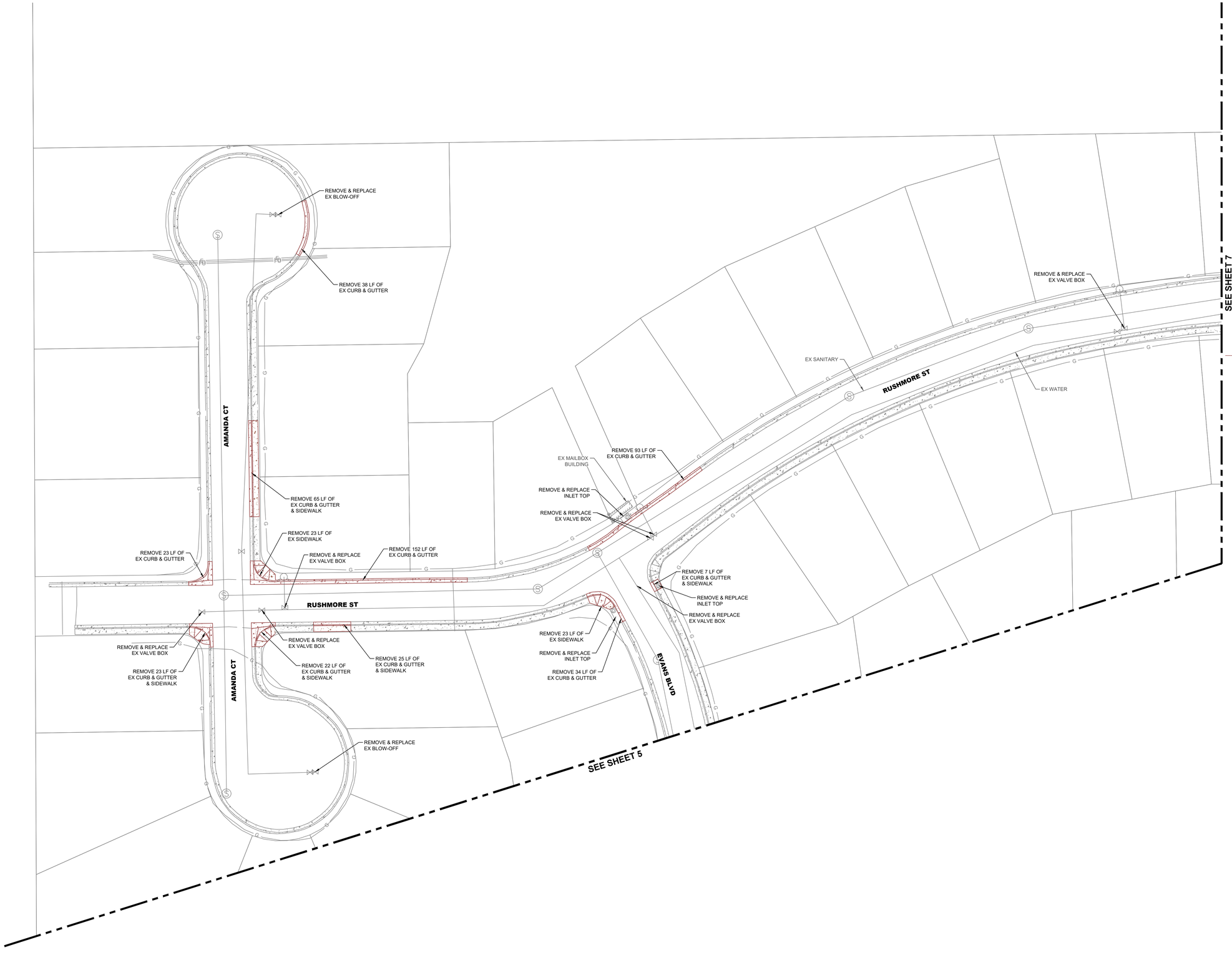
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

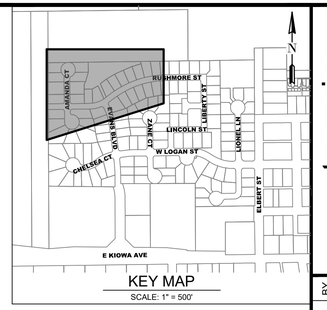
CONSTRUCTION DOCUMENTS
EXISTING SITE & DEMO PLAN (1 OF 4)

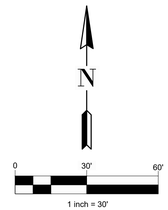
Know what's **below.** **Call** before you dig.

SHEET 5 OF 35

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

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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 (2 OF 4)

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

SHEET 6 OF 35

12/2/2025 2:39 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS EXISTING SITE & DEMO - HILLSIDE.DWG 3

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

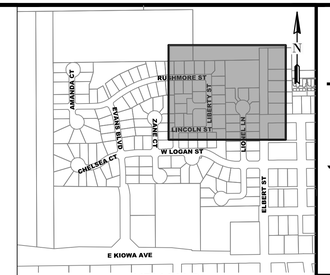
REMOVE EX METAL POST

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)

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

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

EX SANITARY

REMOVE & REPLACE EX BLOW-OFF

REMOVE 422 LF OF EX CURB & GUTTER & SIDEWALK

REMOVE 82 LF OF EX CURB & GUTTER & SIDEWALK

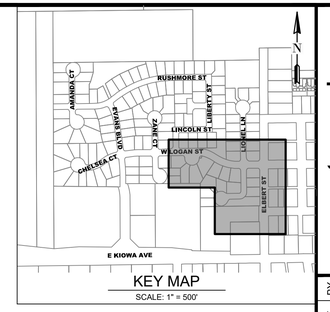
REMOVE 34 LF OF EX CURB & GUTTER & SIDEWALK

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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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

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

MATCH EXISTING
FL ELEV: 6516.90

MATCH EXISTING
FL ELEV: 6517.53

MATCH EXISTING
FL ELEV: 6520.63

MATCH EXISTING
FL ELEV: 6522.50

MATCH EXISTING
FL ELEV: 6523.63

MATCH EXISTING
FL ELEV: 6522.82

INTERSECTION 01
SEE SHEET 13

4' WALK

MATCH EXISTING
FL ELEV: 6522.33

MATCH EXISTING
FL ELEV: 6525.47

MATCH EXISTING
FL ELEV: 6526.64

MATCH EXISTING
FL ELEV: 6525.21

4' WALK

MATCH EXISTING
FL ELEV: 6526.94

MATCH EXISTING
FL ELEV: 6527.90

MATCH EXISTING
FL ELEV: 6528.18

MATCH EXISTING
FL ELEV: 6528.37

MATCH EXISTING
FL ELEV: 6528.63

MATCH EXISTING
FL ELEV: 6529.01

MATCH EXISTING
FL ELEV: 6529.10

MATCH EXISTING
FL ELEV: 6533.22

4' WALK

CHELSEA CT FL
SEE SHEET 13

HP: 3+11.84
FL ELEV: 6542.13

CHELSEA CT

EVANS BLVD

W LOGAN ST

ZANE CT

ZANE CT N FL
SEE SHEET 14

HP: 2+71.56
FL ELEV: 6516.89

MATCH EXISTING
FL ELEV: 6515.95

4' WALK

MATCH EXISTING
FL ELEV: 6515.33

MATCH EXISTING
FL ELEV: 6514.45

MATCH EXISTING
FL ELEV: 6513.43

MATCH EXISTING
FL ELEV: 6515.53

MATCH EXISTING
FL ELEV: 6511.73

MATCH EXISTING
FL ELEV: 6515.95

MATCH EXISTING
FL ELEV: 6511.74

MATCH EXISTING
FL ELEV: 6514.90

MATCH EXISTING
FL ELEV: 6513.28

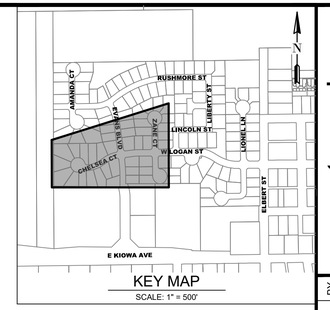
INTERSECTION 02
SEE SHEET 14

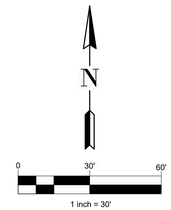
MATCH EXISTING
FL ELEV: 6515.60

MATCH EXISTING
FL ELEV: 6515.41

ZANE CT S FL
SEE SHEET 14

HP: 1+96.92
FL ELEV: 6515.99





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

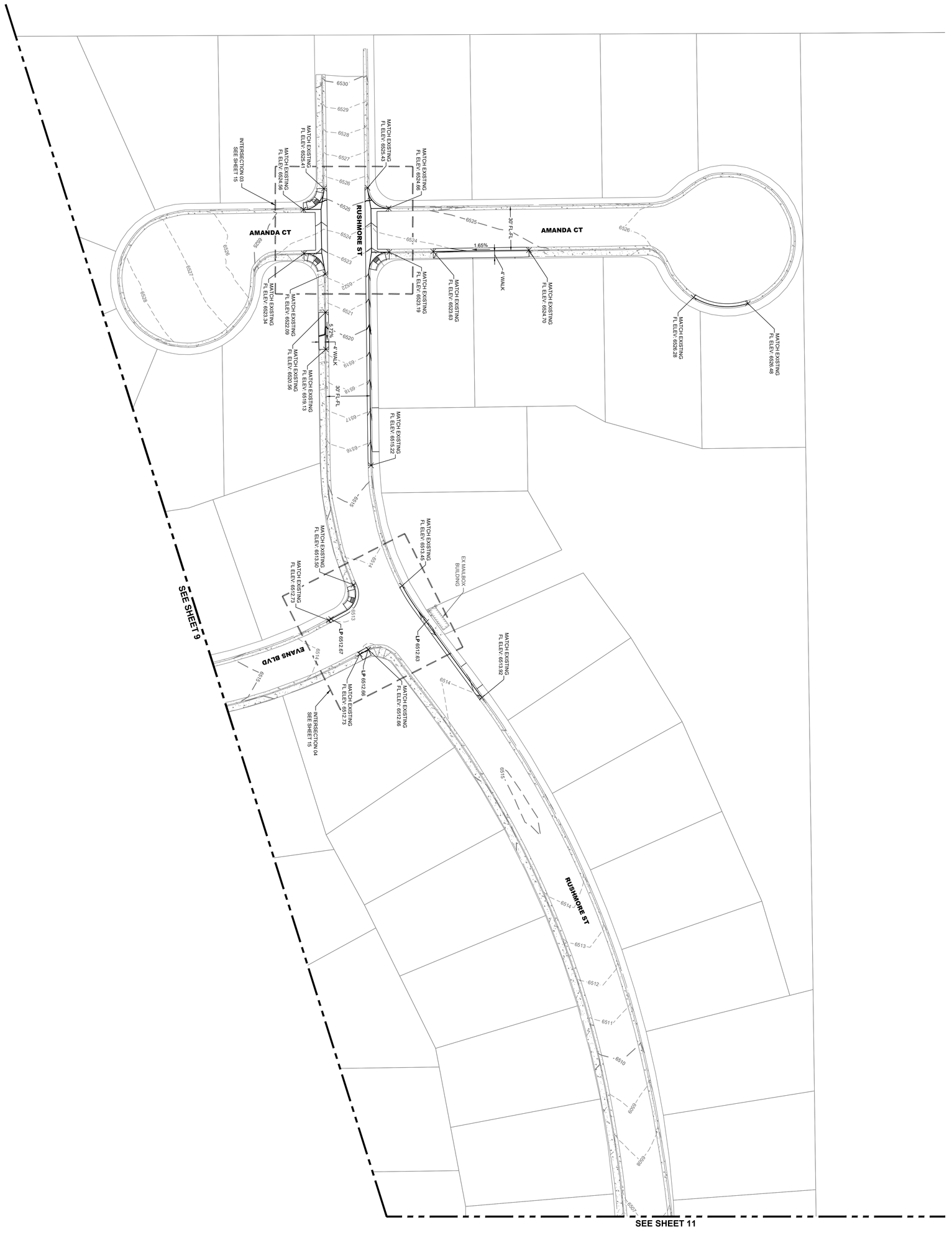
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD PLAN (1 OF 4)

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

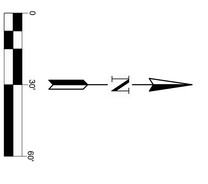
SHEET
9 OF 35

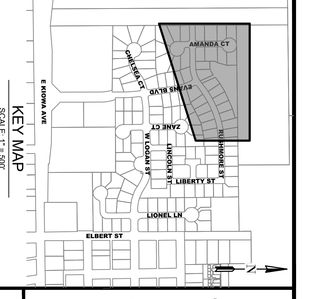
12/2/2025 2:17 PM, X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS ROAD PLANS - HILLSIDE.DWG 2



NOTES:

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





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

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

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

SEE SHEET 10

SEE SHEET 9

MATCH EXISTING
FL ELEV: 6505.98

1+00 2+00 3+00 4+00

RUSHMORE ST

6507 6506 6505 6504 6503

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

6502

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

4' WALK

5+39

LIBERTY CT

30' FL-FL

MATCH EXISTING
FL ELEV: 6505.69

6505 6504 6503 6502 6501 6500

MATCH EXISTING
FL ELEV: 6499.38

LP 6498.71

LP 6498.67

MATCH EXISTING
FL ELEV: 6499.29

MATCH EXISTING
FL ELEV: 6500.21

3+89

LINCOLN ST FL
SEE SHEET 18

MATCH EXISTING
FL ELEV: 6506.37

4' WALK

1+00 2+00 3+00

LINCOLN ST

30' FL-FL

6506 6505 6504 6503 6502 6501

8+47

8+00

MATCH EXISTING
FL ELEV: 6500.99

WADE PARK
LANDSCAPE PLAN
SEE SHEET 35

EX SWALE

3+00

LP 6492.59

6495 6494

4+00

LIONEL LN NE FL
SEE SHEET 21

30' FL-FL

MATCH EXISTING
FL ELEV: 6494.42

3+80

LIONEL LN

5+00

4' WALK

6495

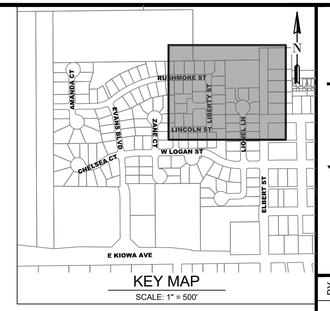
MATCH EXISTING
FL ELEV: 6494.96

INT 06 - NW
SEE SHEET 20

6+00

6493 6494 6495

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.

terracina design
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NOT FOR CONSTRUCTION

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

Know what's **below.**
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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

EX MAILBOX BUILDING

MATCH EXISTING FL ELEV: 6501.82

MATCH EXISTING FL ELEV: 6500.59

4' WALK

WADE PARK LANDSCAPE PLAN
SEE SHEET 35

EX SWALE

EX TRAIL

W LOGAN ST

LOGAN ST FL
SEE SHEET 19

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

INTERSECTION 07
SEE SHEET 22

ELBERT ST

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

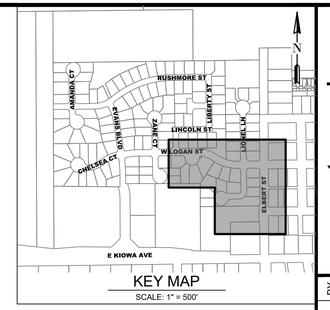
MATCH EXISTING FL ELEV: 6503.43

HP: 1+47.44
FL ELEV: 6508.42

MATCH EXISTING FL ELEV: 6505.83

MATCH EXISTING FL ELEV: 6507.98

LIONEL LN



KEY MAP
SCALE: 1" = 500'

N

0 30' 60'

1 inch = 30'

NOTES:

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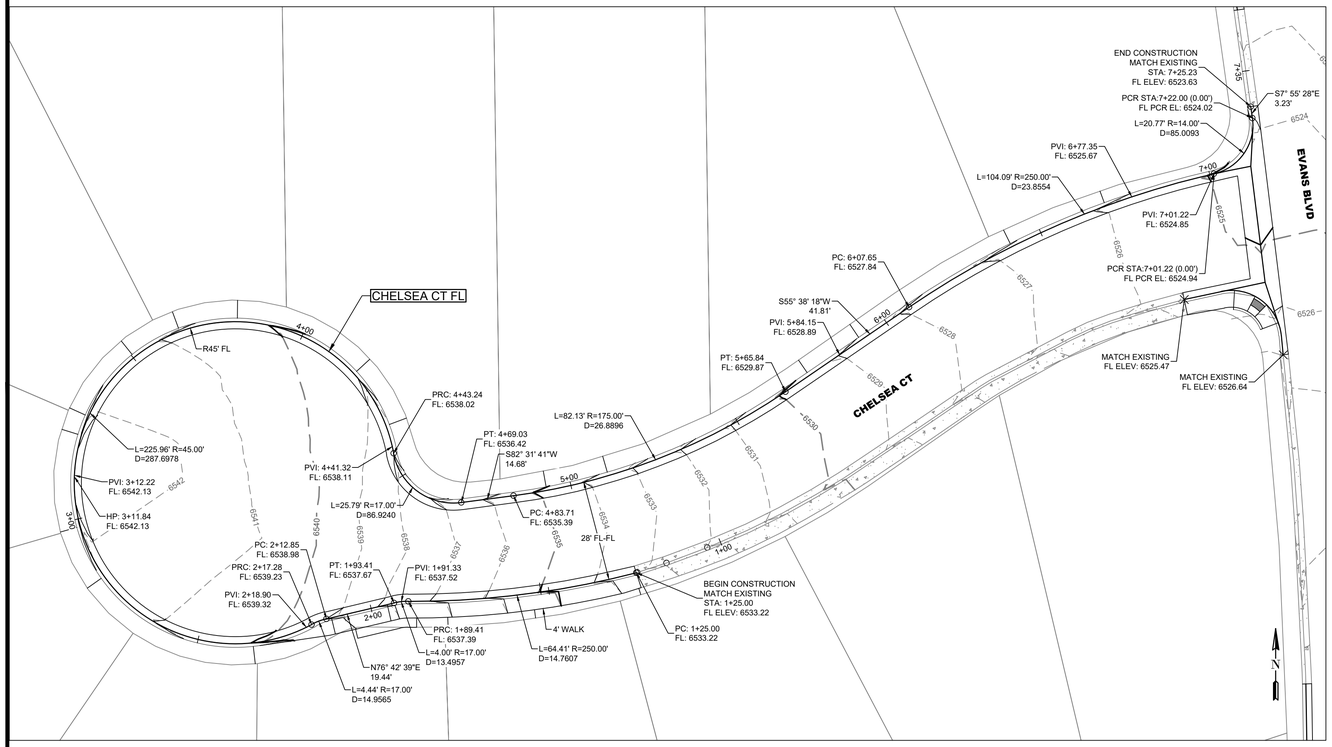
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

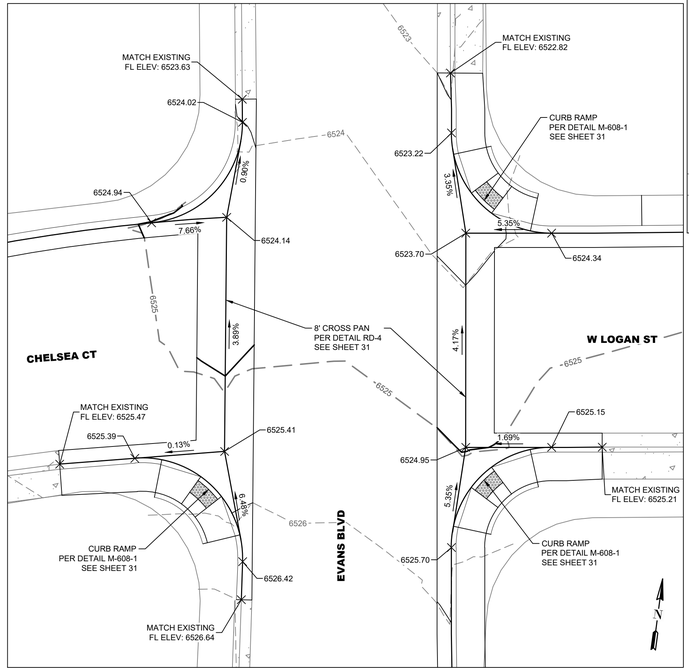
CONSTRUCTION DOCUMENTS
ROAD PLAN (4 OF 4)

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

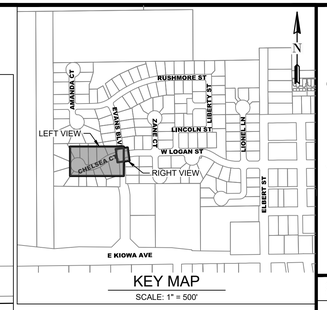
SHEET
12 OF 35

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INT 01
SCALE 1" = 10'



KEY MAP
SCALE: 1" = 500'

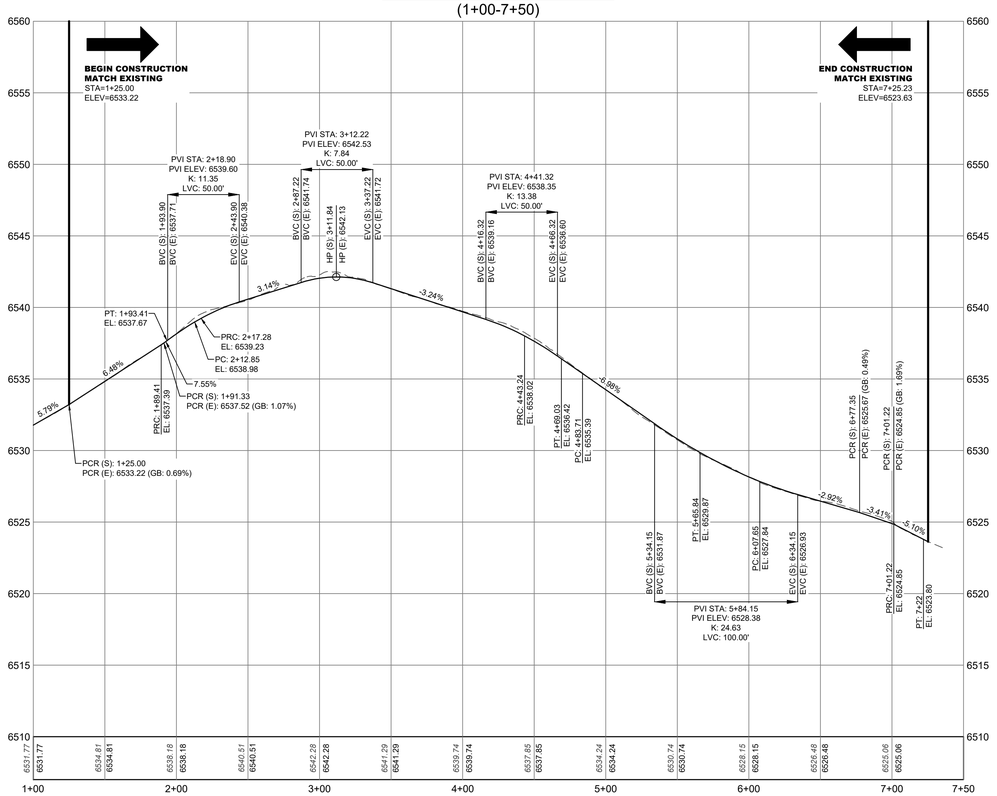
0 20' 40'
1 inch = 20'

PROFILE LEGEND

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

CHELSEA CT FL

(1+00-7+50)



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

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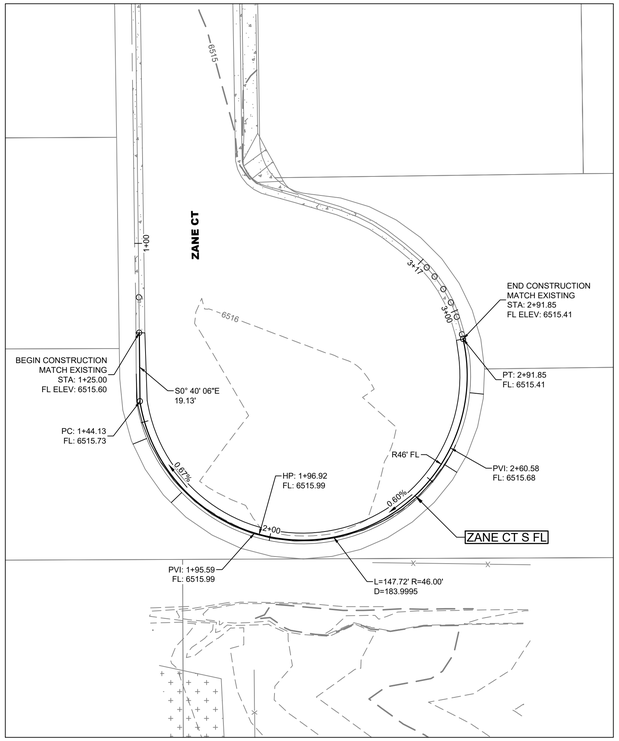
#	REVISION DESCRIPTION	DATE	BY
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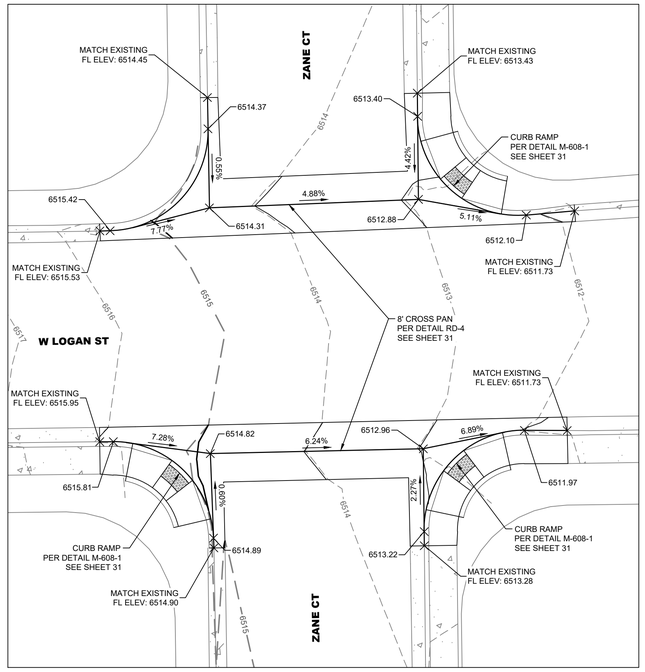
NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

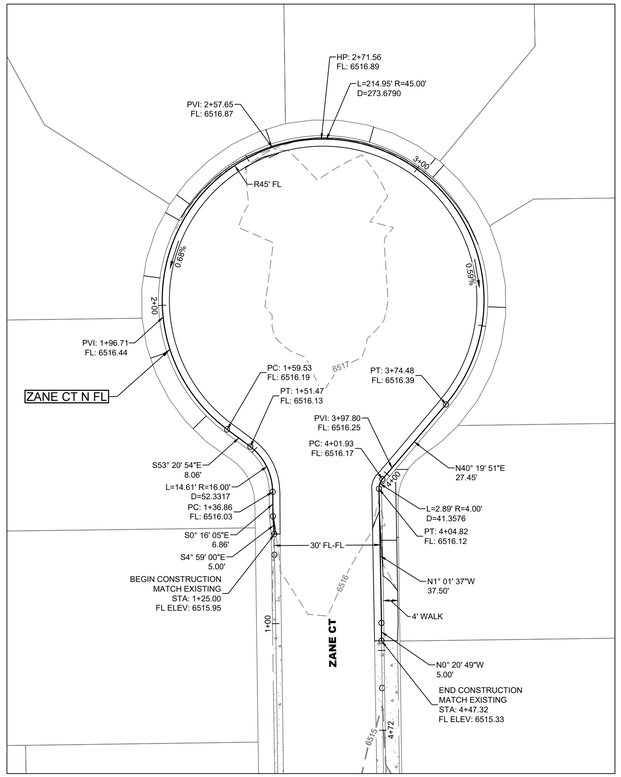
CONSTRUCTION DOCUMENTS
ROAD P&P - CHELSEA CT CDS & INT 01

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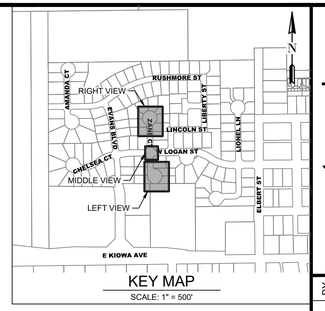




INT 02
SCALE 1" = 10'



ZANE CT N FL



KEY MAP
SCALE: 1" = 500'

N

0 20' 40'

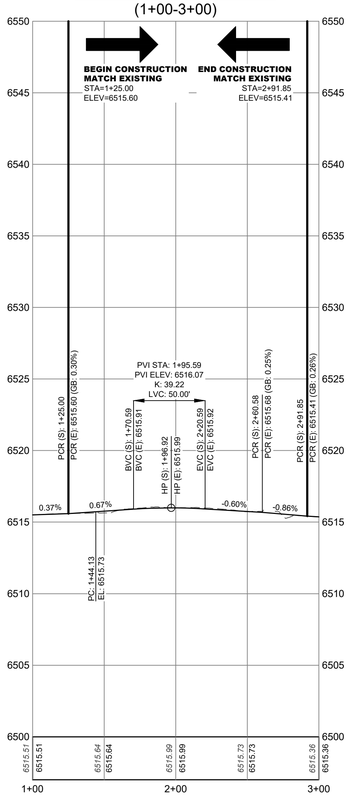
1 inch = 20'

PROFILE LEGEND

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

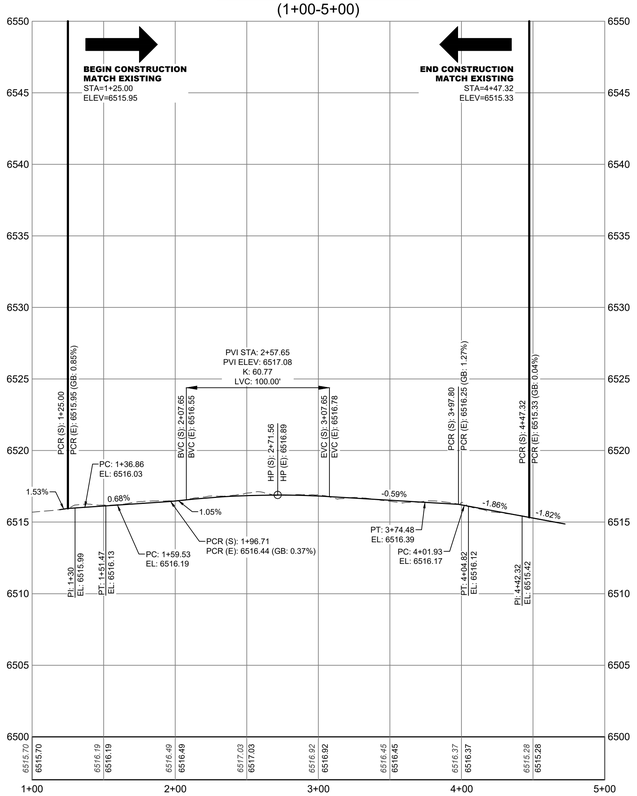
ZANE CT S FL

(1+00-3+00)



ZANE CT N FL

(1+00-5+00)



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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

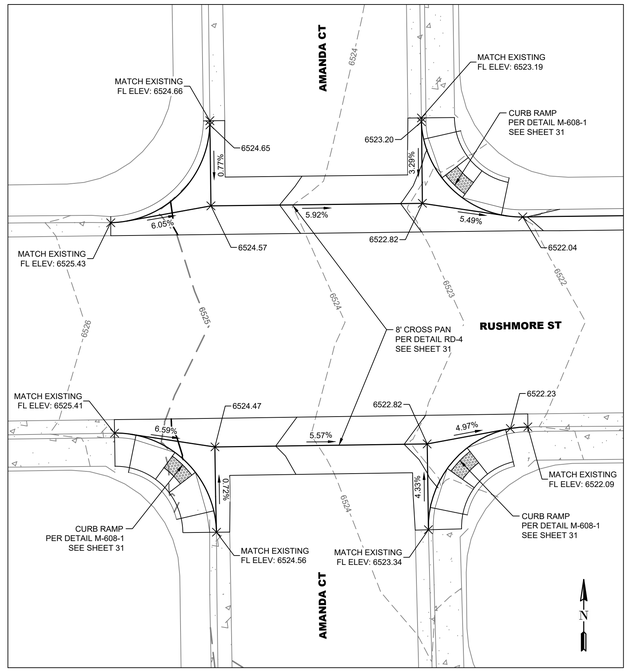
CONSTRUCTION DOCUMENTS
ROAD P&P - ZANE CT CDS & INT 02

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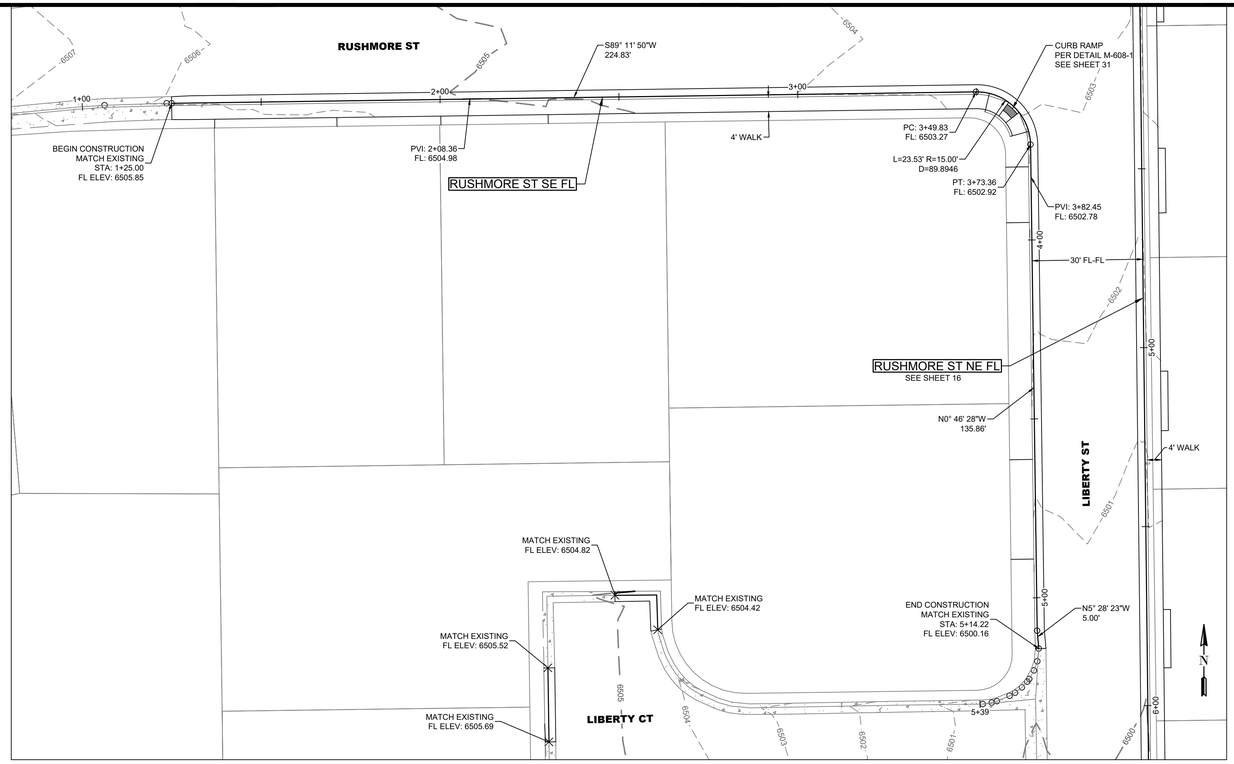
SHEET
14 OF 35

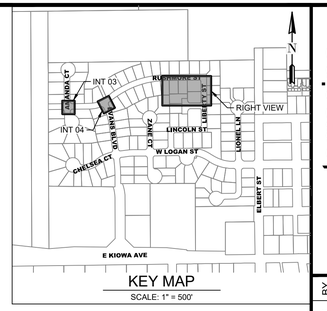
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INT 03
SCALE 1" = 10'



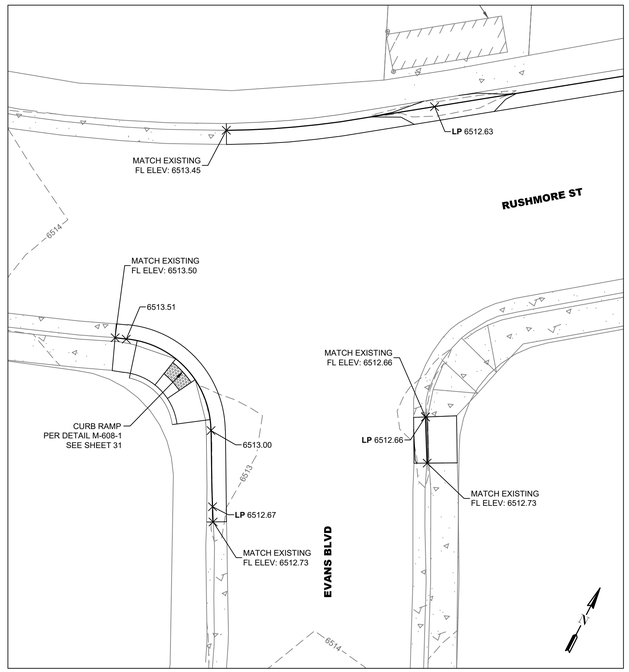


KEY MAP
SCALE: 1" = 500'

0 20' 40'
1 inch = 20'

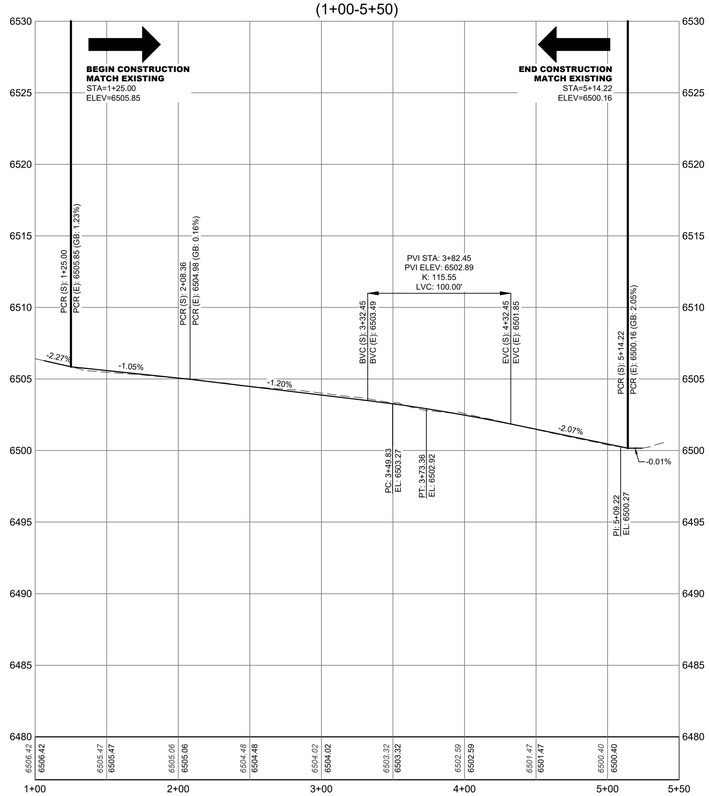
PROFILE LEGEND

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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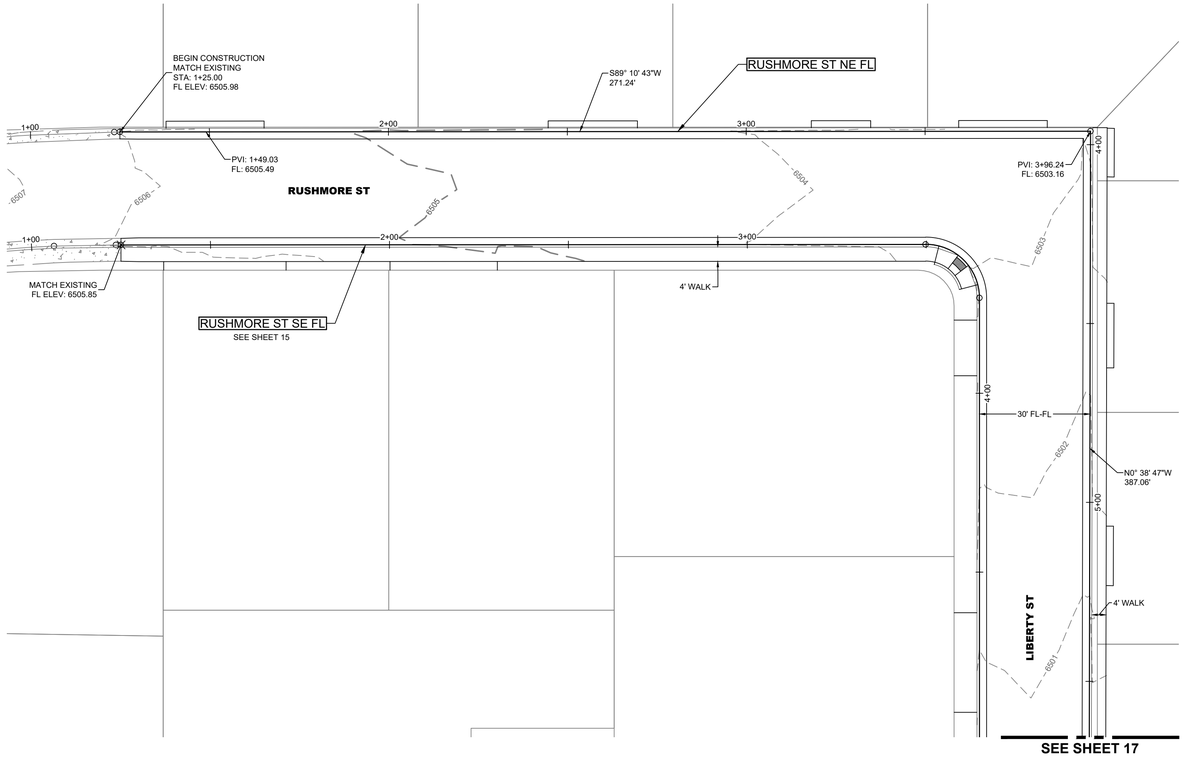
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

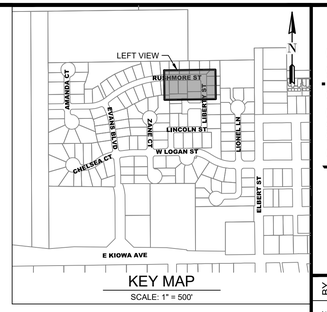
CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST SE & INT 03 & 04

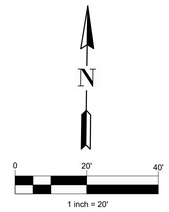
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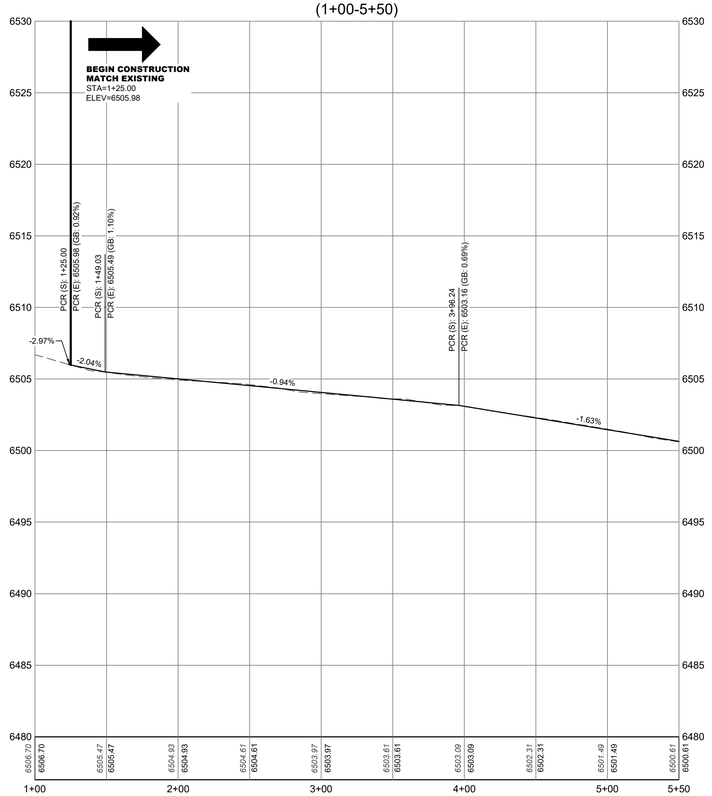


PROFILE LEGEND

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

RUSHMORE ST NE FL

(1+00-5+50)



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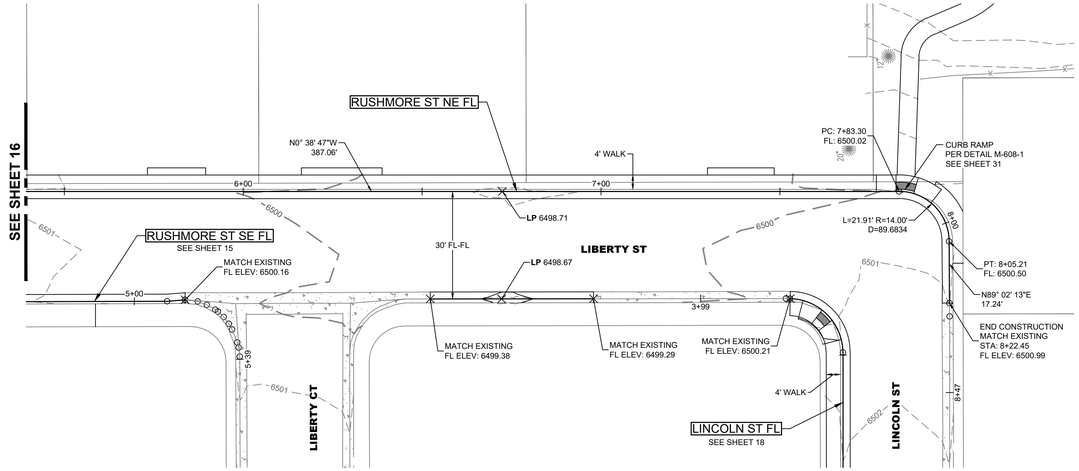
NOT FOR CONSTRUCTION

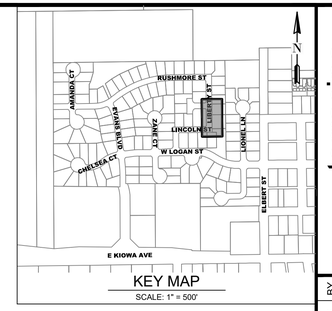
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST NE

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SHEET 16 OF 35





KEY MAP

SCALE: 1" = 500'

0 20' 40'

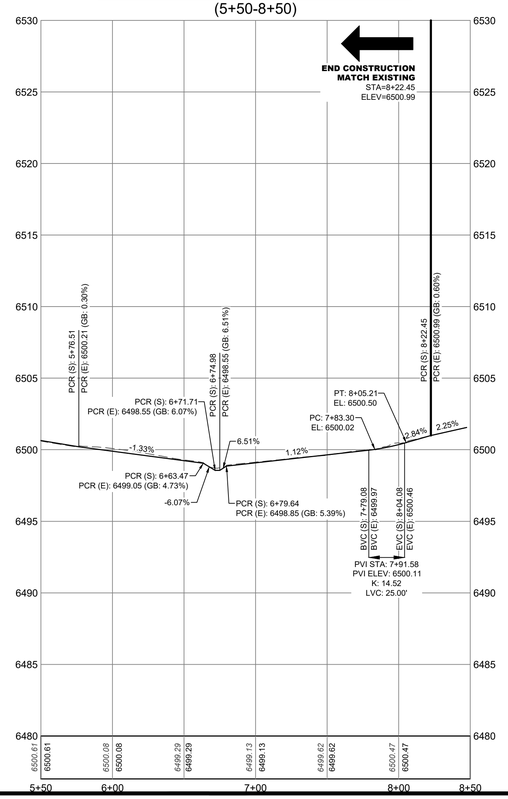
1 inch = 20'

PROFILE LEGEND

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

RUSHMORE ST NE FL

(5+50-8+50)



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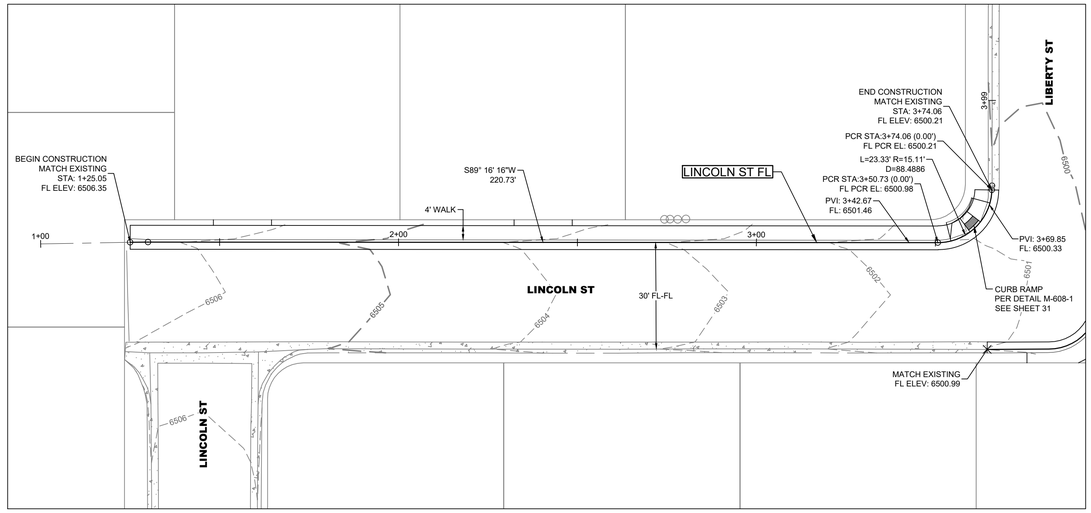
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

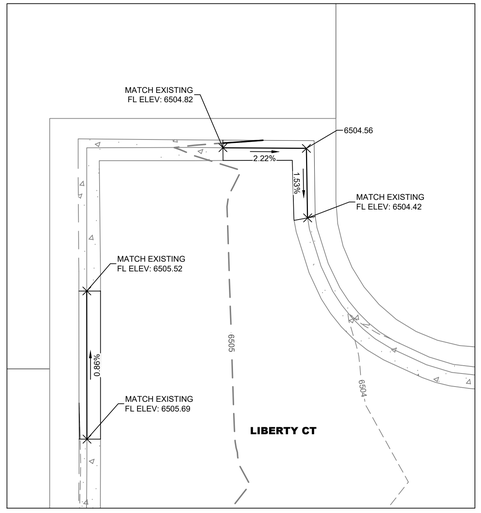
CONSTRUCTION DOCUMENTS
ROAD P&P - RUSHMORE ST NE

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SHEET 17 OF 35

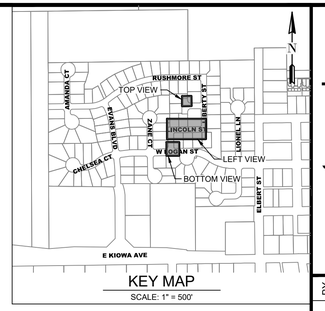
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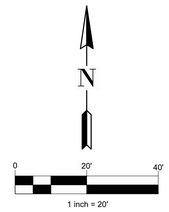
LIBERTY CT

SCALE 1" = 10'



KEY MAP

SCALE: 1" = 500'

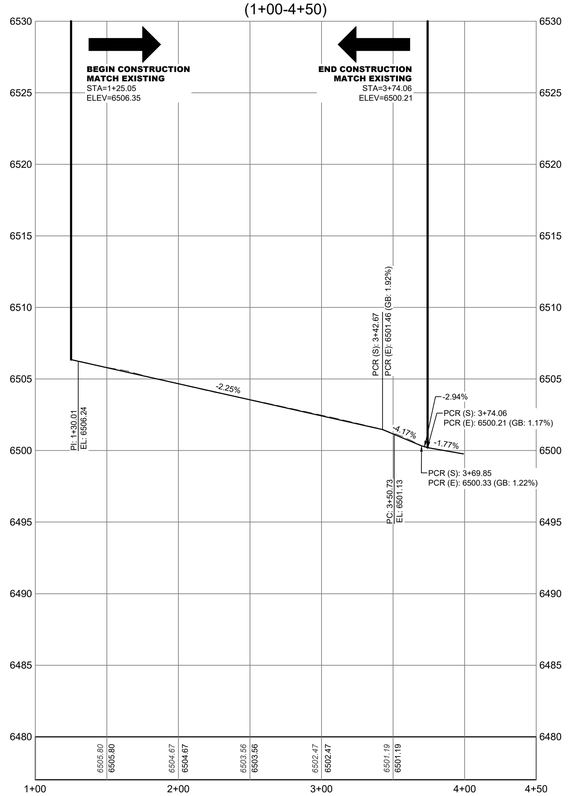


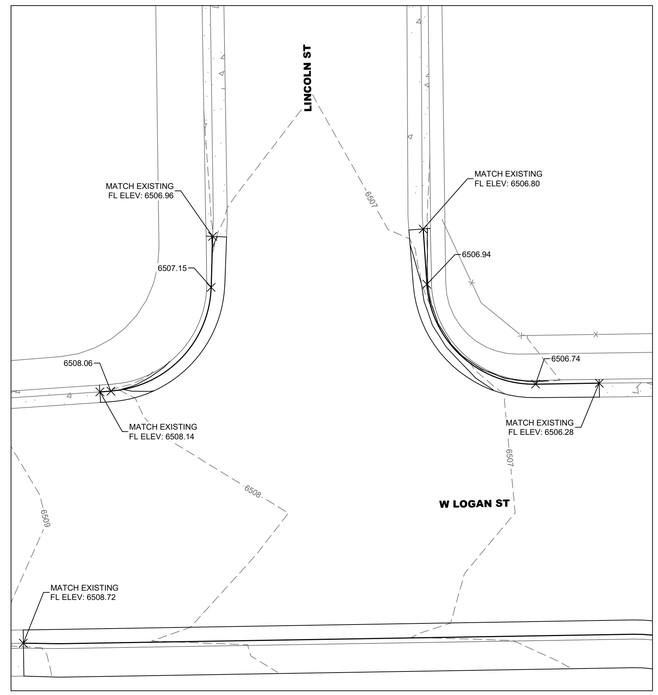
PROFILE LEGEND

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

LINCOLN ST FL

(1+00-4+50)





INT 05

SCALE 1" = 10'

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

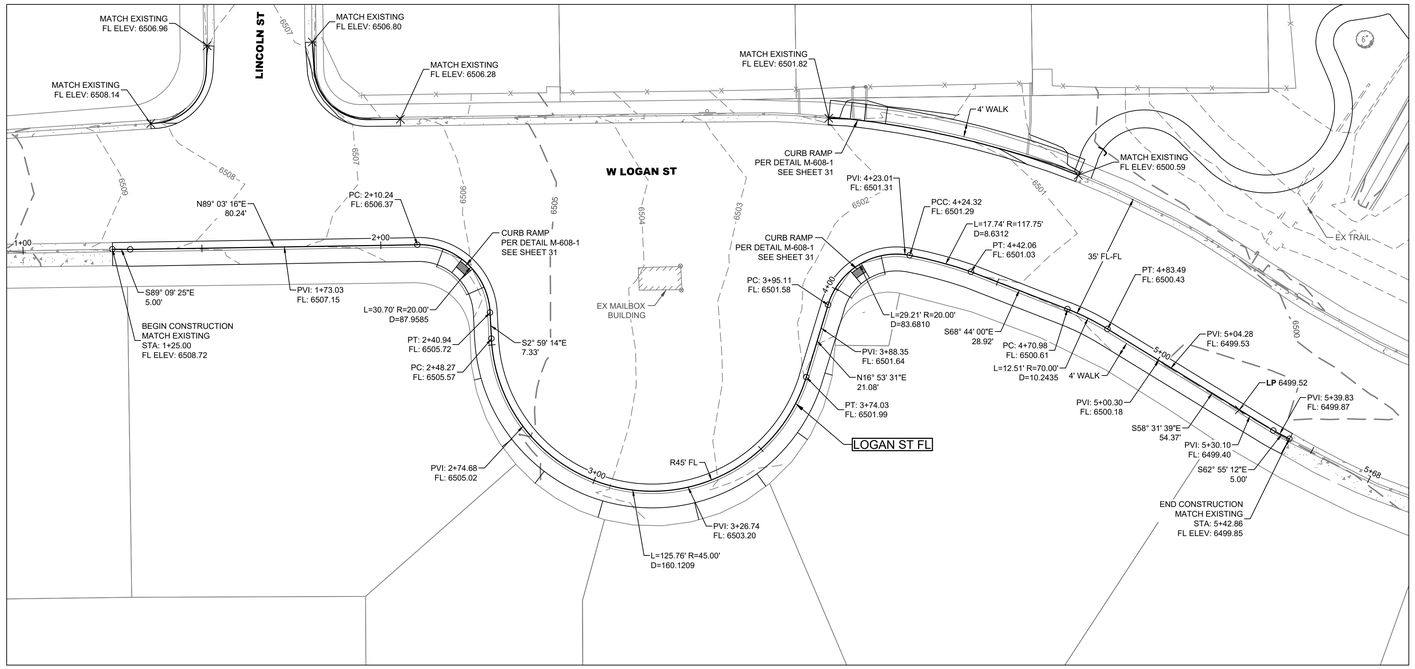
CONSTRUCTION DOCUMENTS
ROAD P&P - LINCOLN ST & INT 05

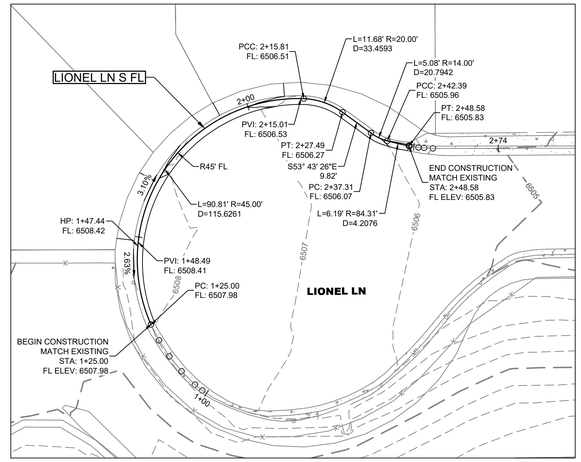
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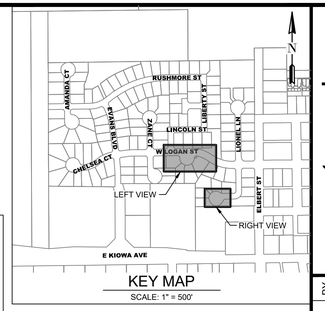
SHEET 18 OF 35

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KEY MAP

SCALE: 1" = 500'

N

0 20' 40'

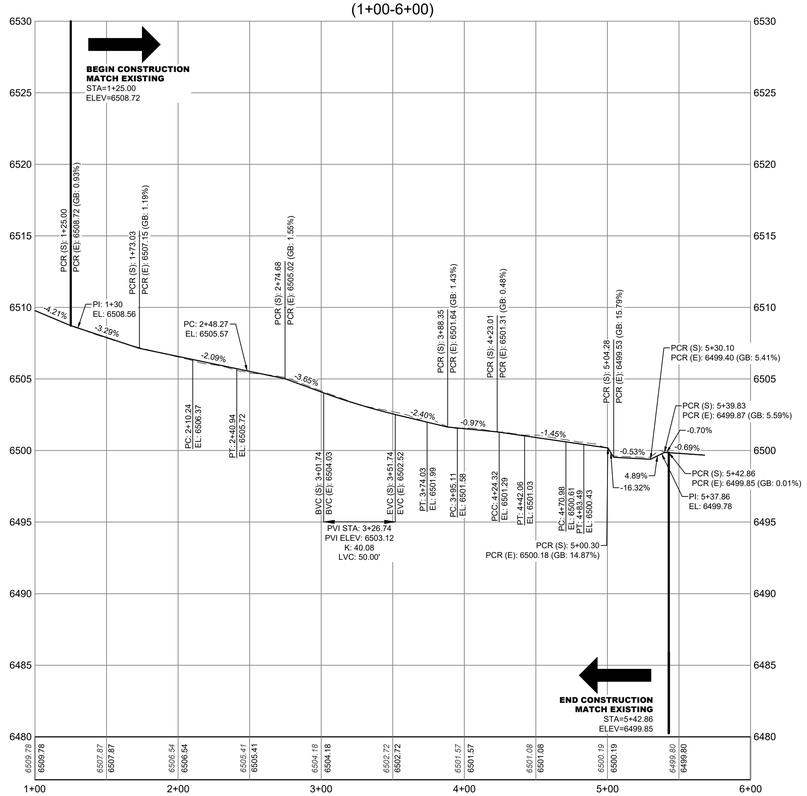
1 inch = 20'

PROFILE LEGEND

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

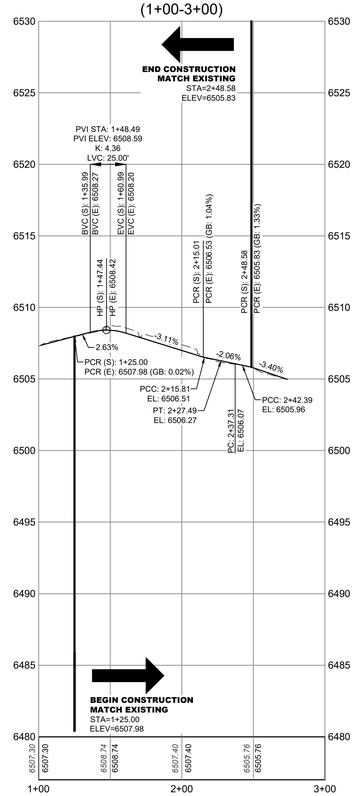
LOGAN ST FL

(1+00-6+00)



LIONEL LN S FL

(1+00-3+00)



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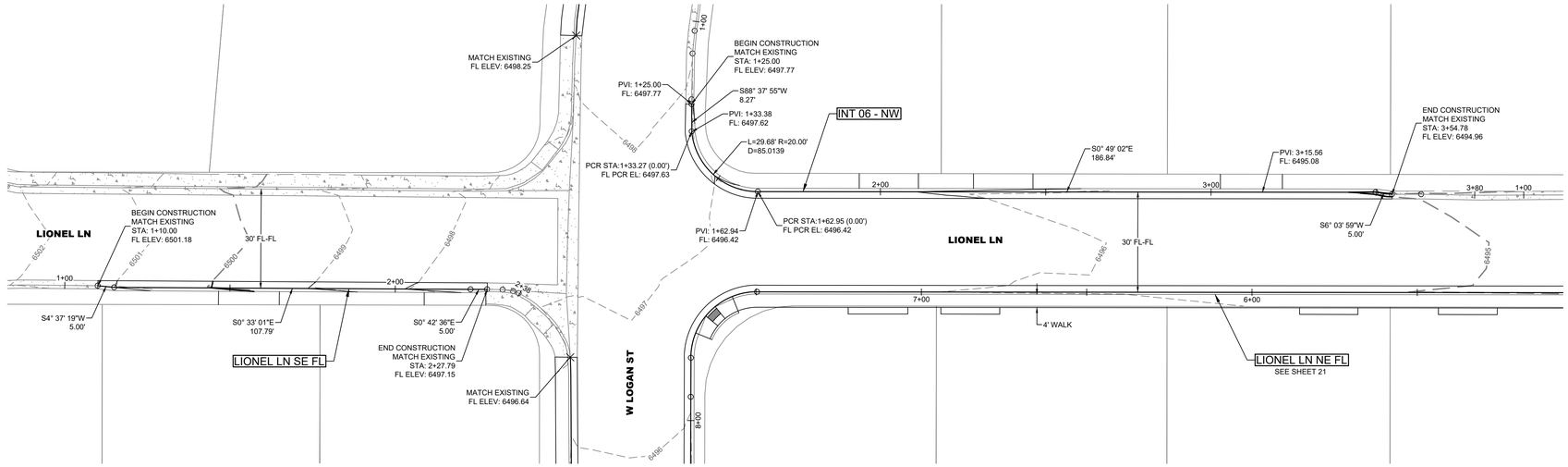
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

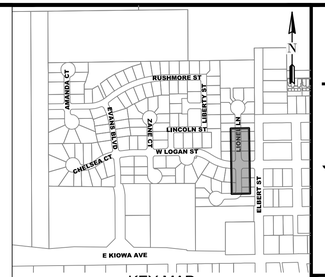
CONSTRUCTION DOCUMENTS
ROAD P&P - LOGAN ST & LIONEL LN S CDS

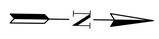
Know what's **below.** Call before you dig. 811

SHEET 19 OF 35

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



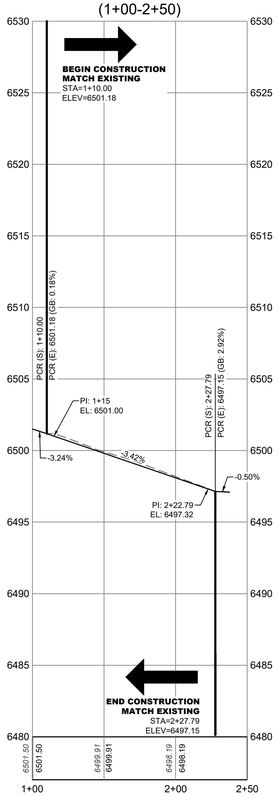




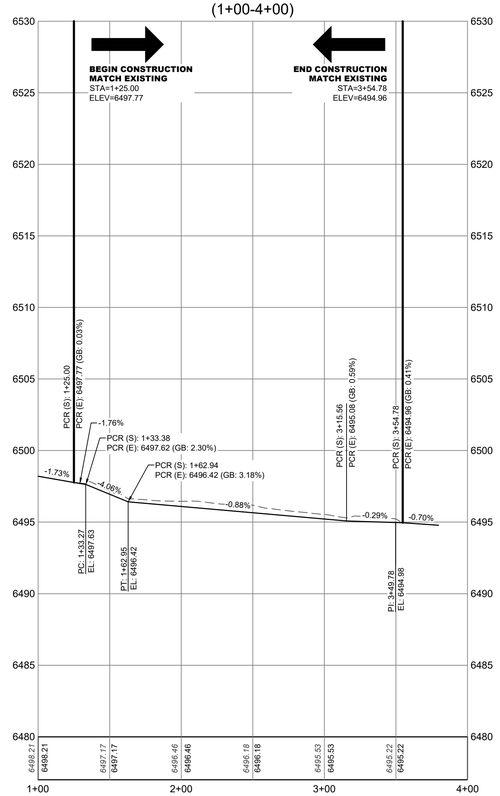
PROFILE LEGEND

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)



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

NOT FOR CONSTRUCTION

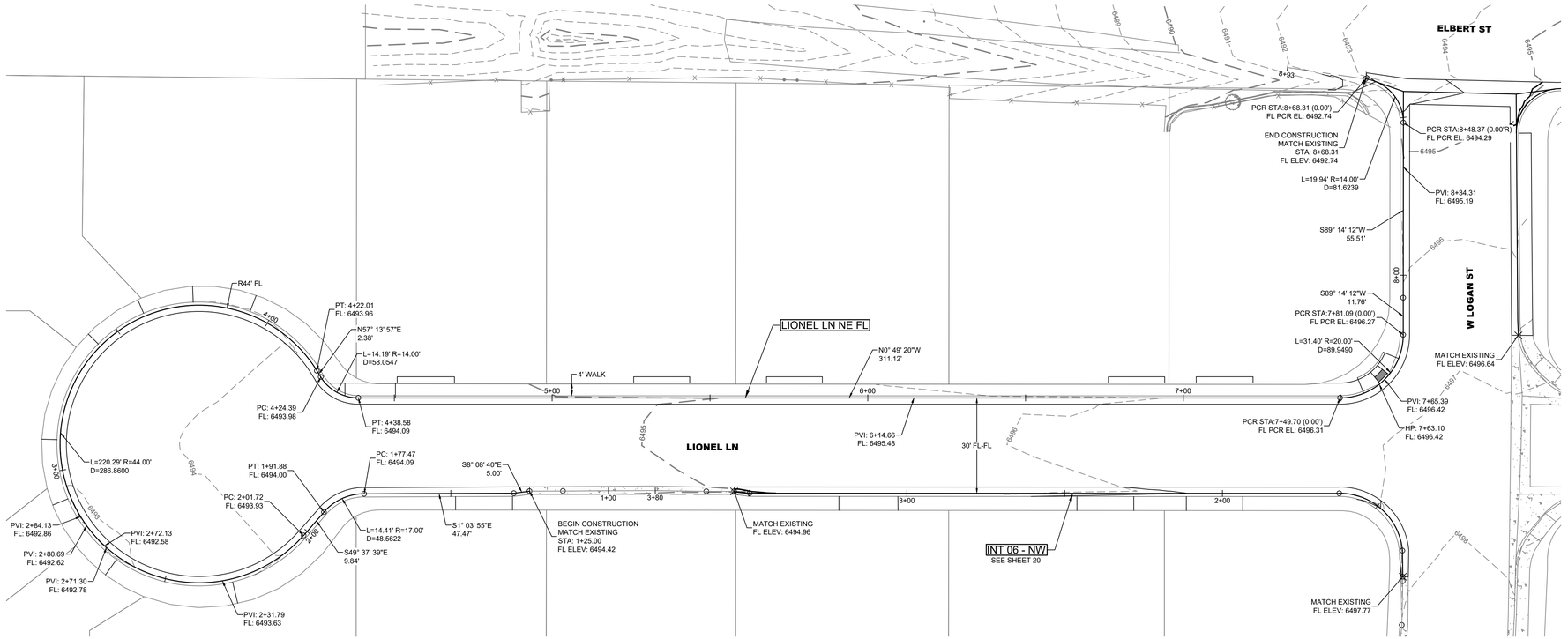
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - LIONEL LN

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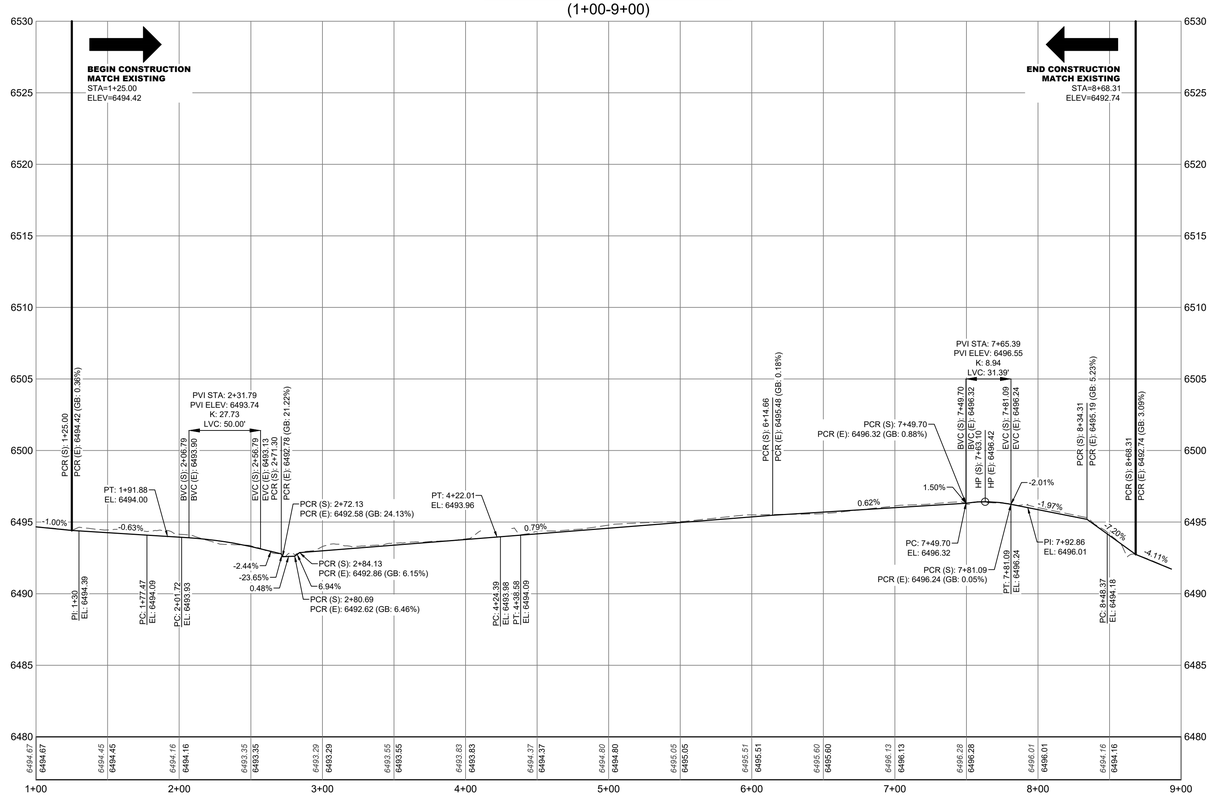
SHEET
20 OF 35

12/2/2025 2:18 PM, X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS INTERSECTION DETAILS - HILLSIDE.DWG 8



LIONEL LN NE FL

(1+00-9+00)



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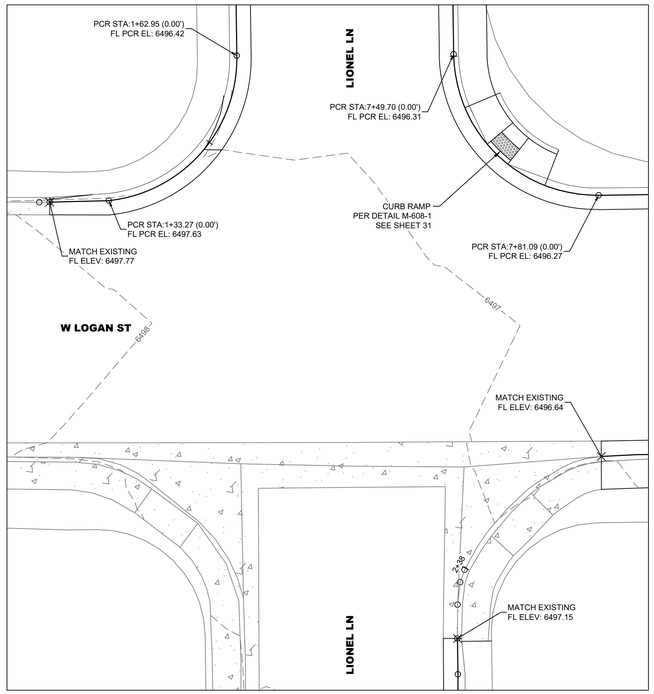
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
ROAD P&P - LIONEL LN NE

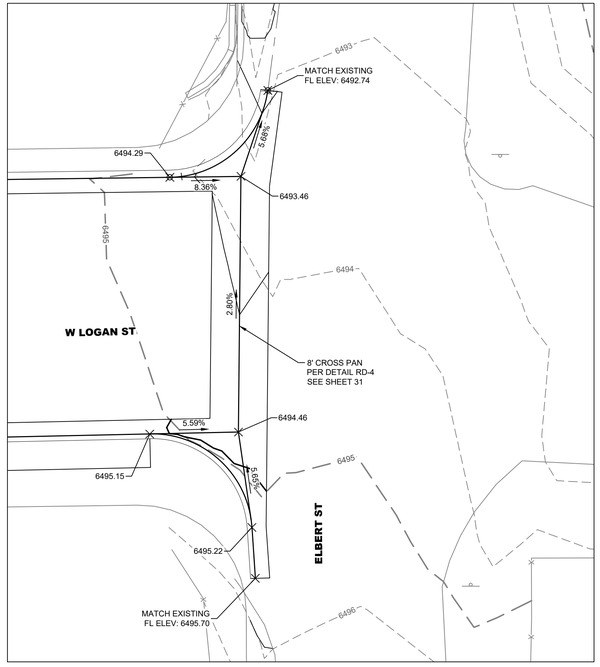
Know what's **below.** **Call** before you dig. 811

SHEET
21 OF 35

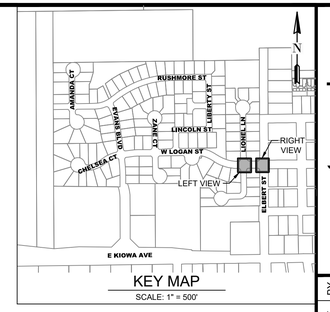
12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS INTERSECTION DETAILS - HILLSIDE.DWG 9



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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22 OF 35

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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" HORZ DEFLECTION

SPROUSE CT

8" VALVE

5.00' 8" W

8"X8" TEE

8" VALVE

5.00' 8" W

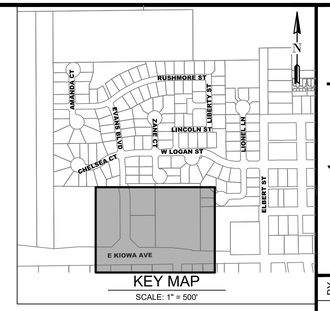
EVANS BLVD

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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1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

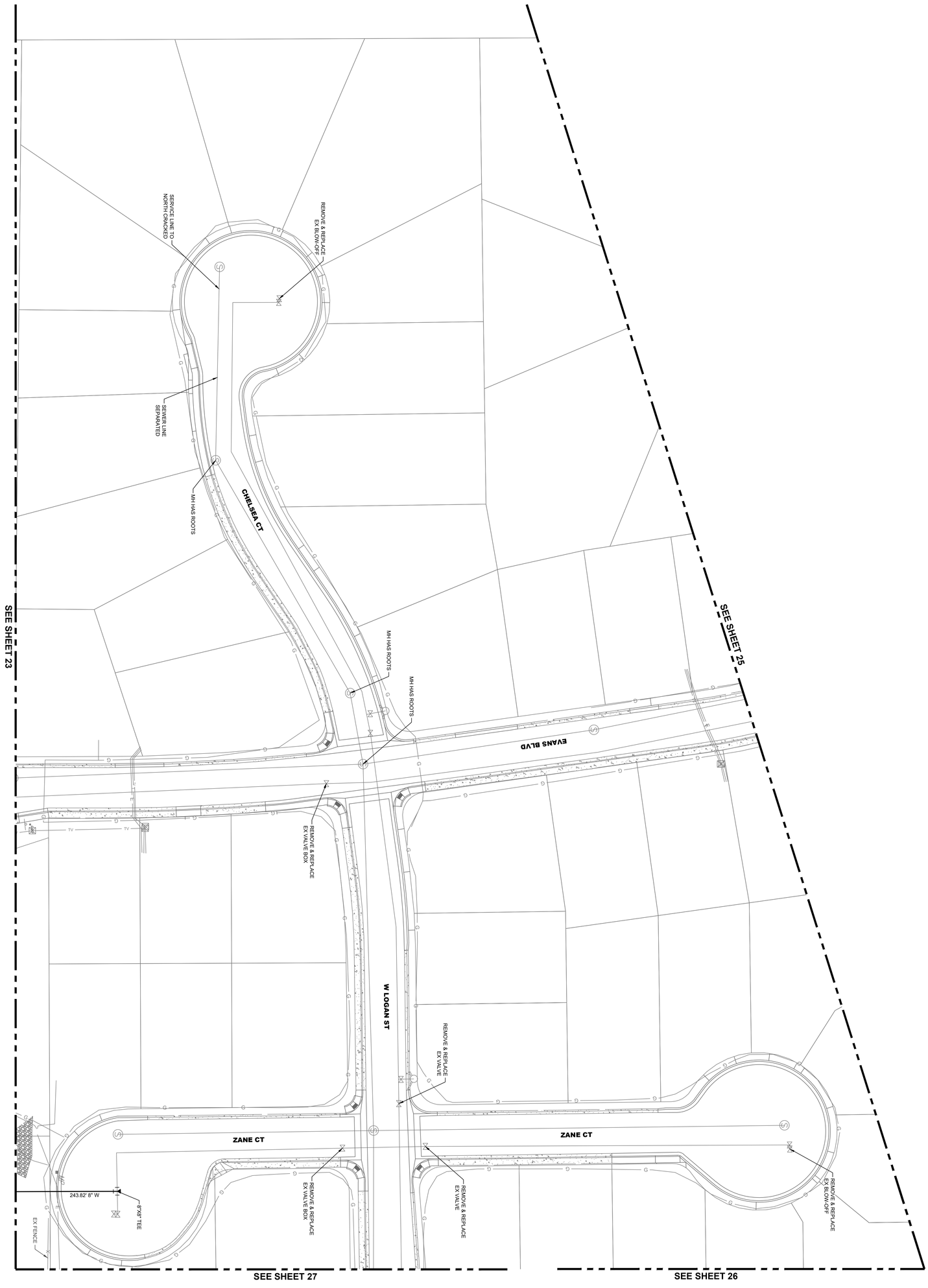
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

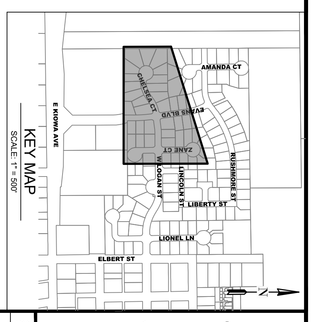
CONSTRUCTION DOCUMENTS
UTILITY PLAN (1 OF 5)

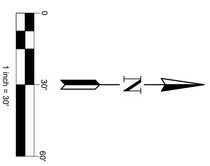
Know what's **below.** **Call** before you dig. 811

SHEET 23 OF 35

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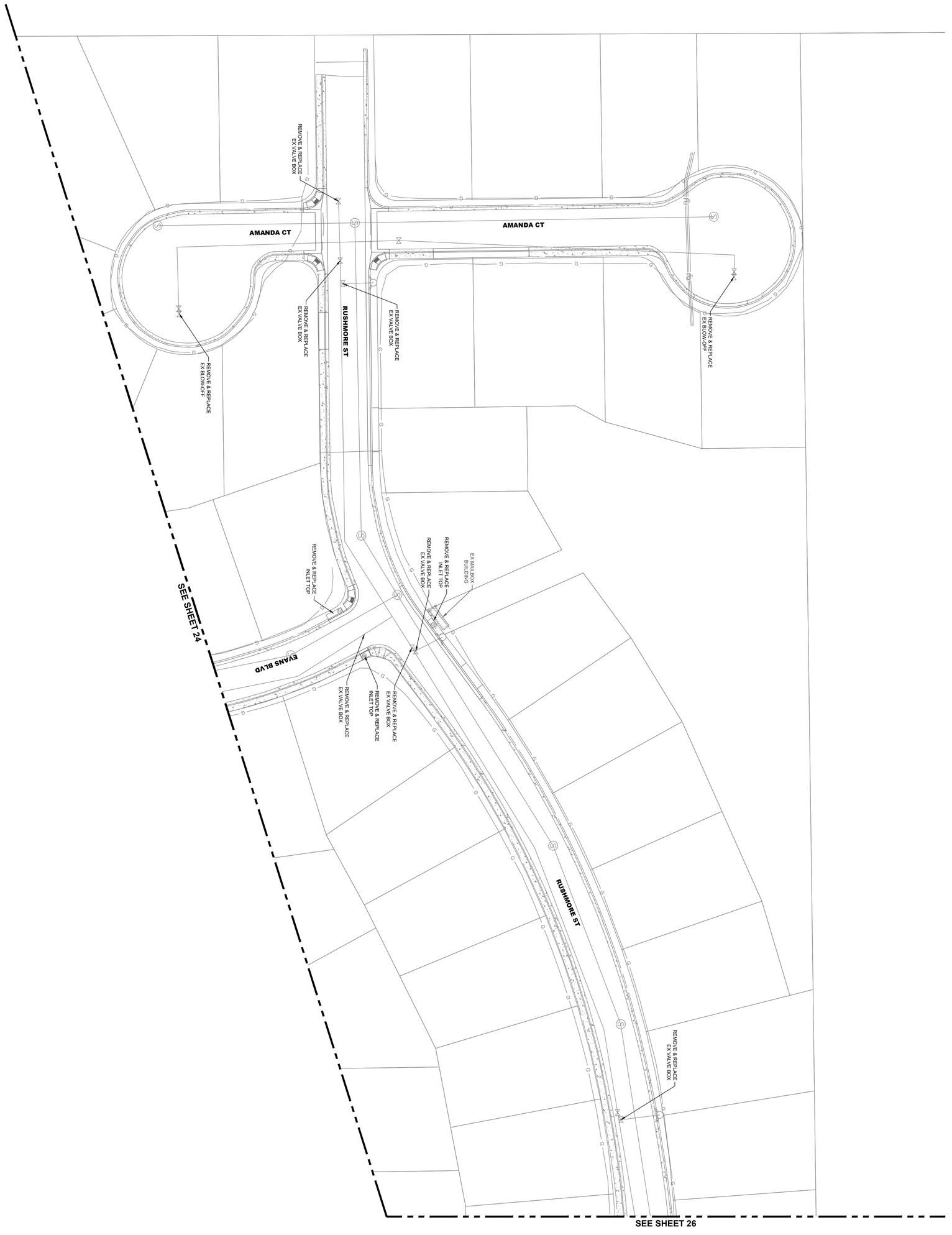
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

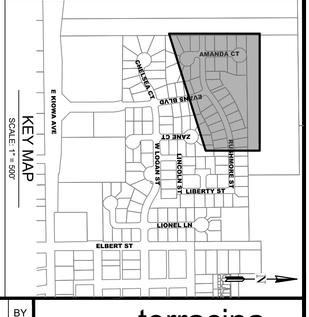
CONSTRUCTION DOCUMENTS
UTILITY PLAN (2 OF 5)

NOT FOR CONSTRUCTION

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
UTILITY PLAN (3 OF 5)

NOT FOR CONSTRUCTION

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

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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

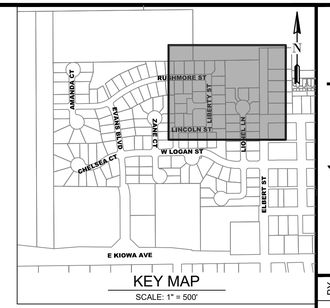
MH HAS ROOTS

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

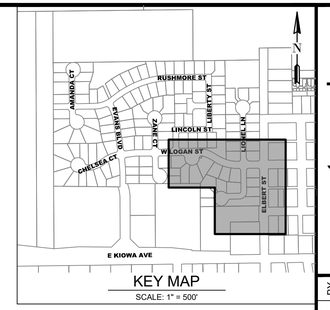
58.41' 8" W

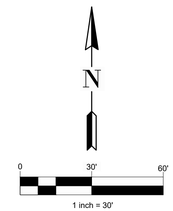
33.69' 8" W

12.77' 8" W

8"X8" TEE

8" HORZ DEFLECTION





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1	1ST SUBMITTAL	XX/XX/2025	MM

NOT FOR CONSTRUCTION

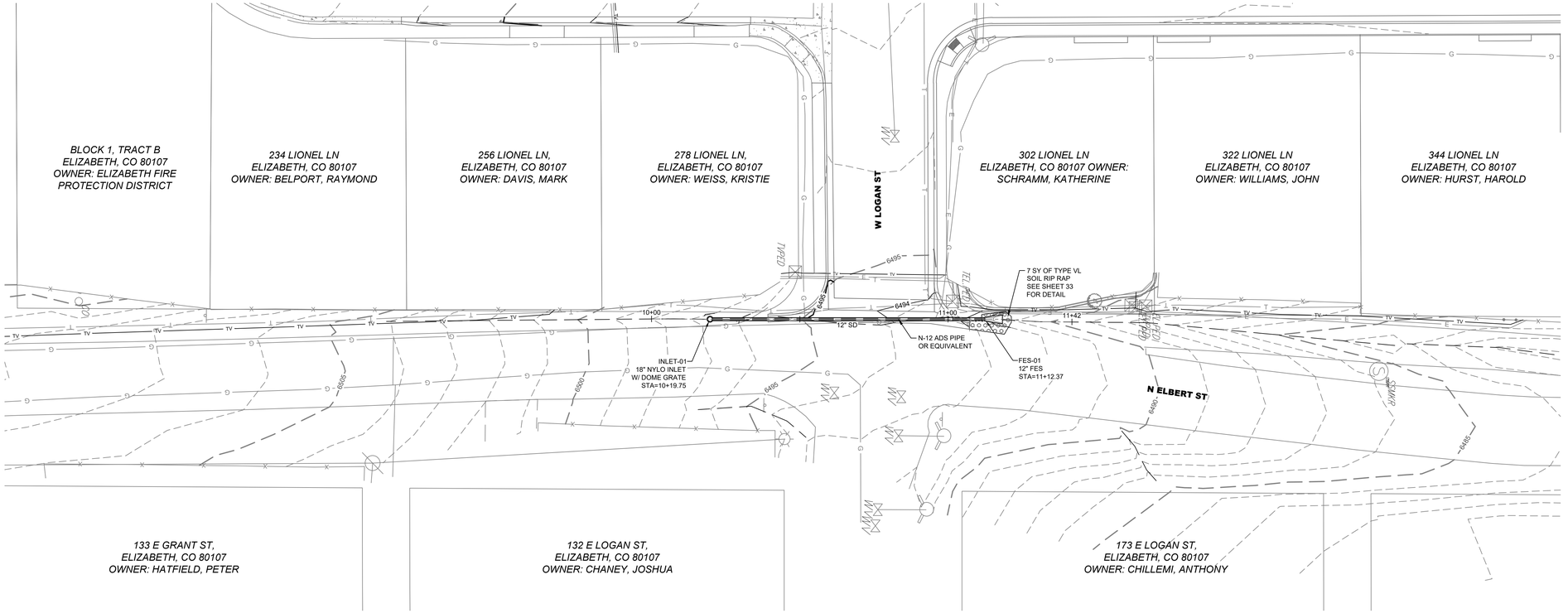
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

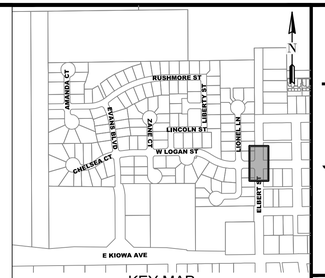
CONSTRUCTION DOCUMENTS
UTILITY PLAN (5 OF 5)

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SHEET 27 OF 35

12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS UTILITY PLAN - HILLSIDE.DWG 5





KEY MAP

SCALE: 1" = 500'

N

0 20' 40'

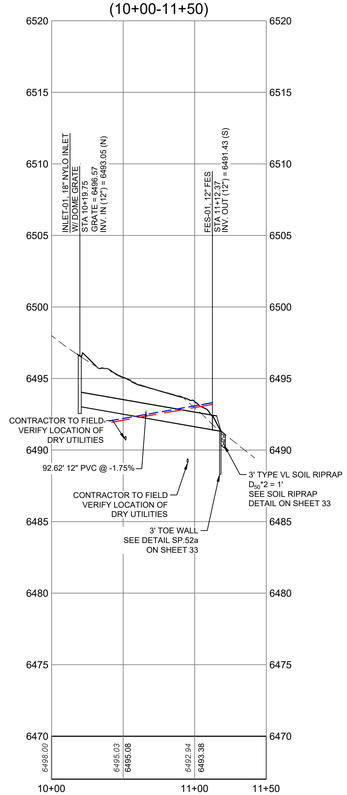
1 inch = 20'

PROFILE LEGEND

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

STORM - 01

(10+00-11+50)



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

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HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

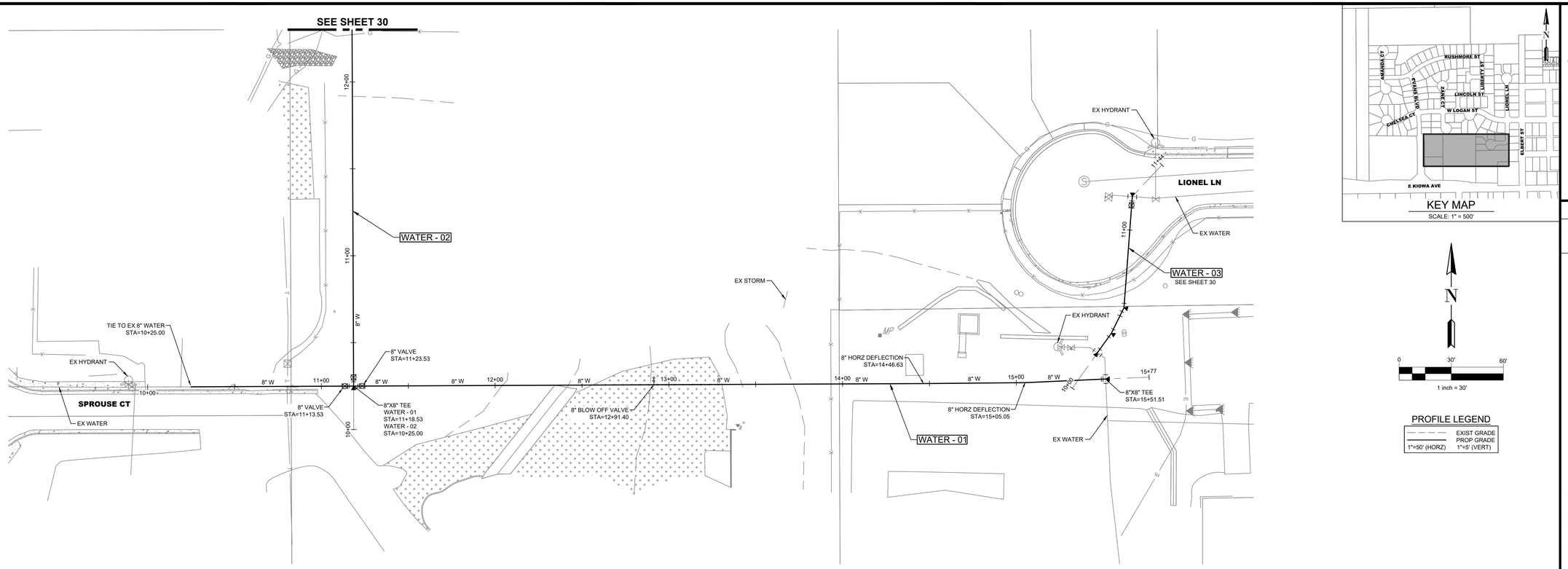
CONSTRUCTION DOCUMENTS
STORM P&P - STORM 01

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SHEET
28 OF 35

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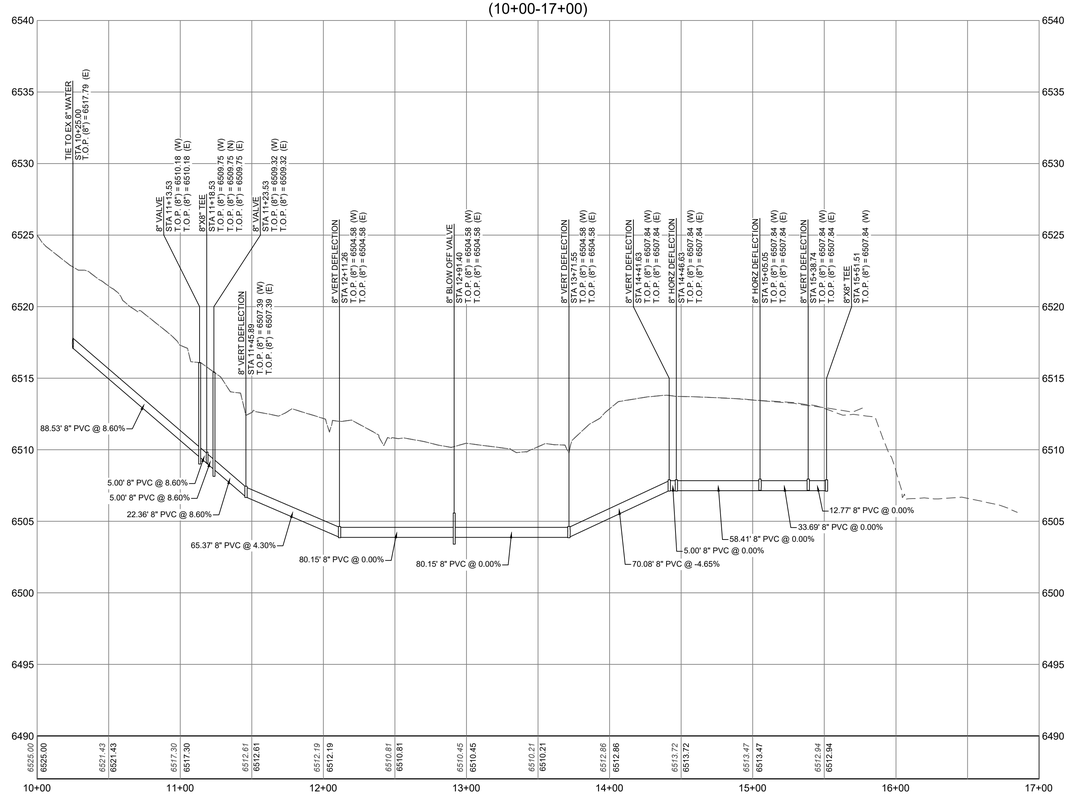


PROFILE LEGEND

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

WATER - 01

(10+00-17+00)



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

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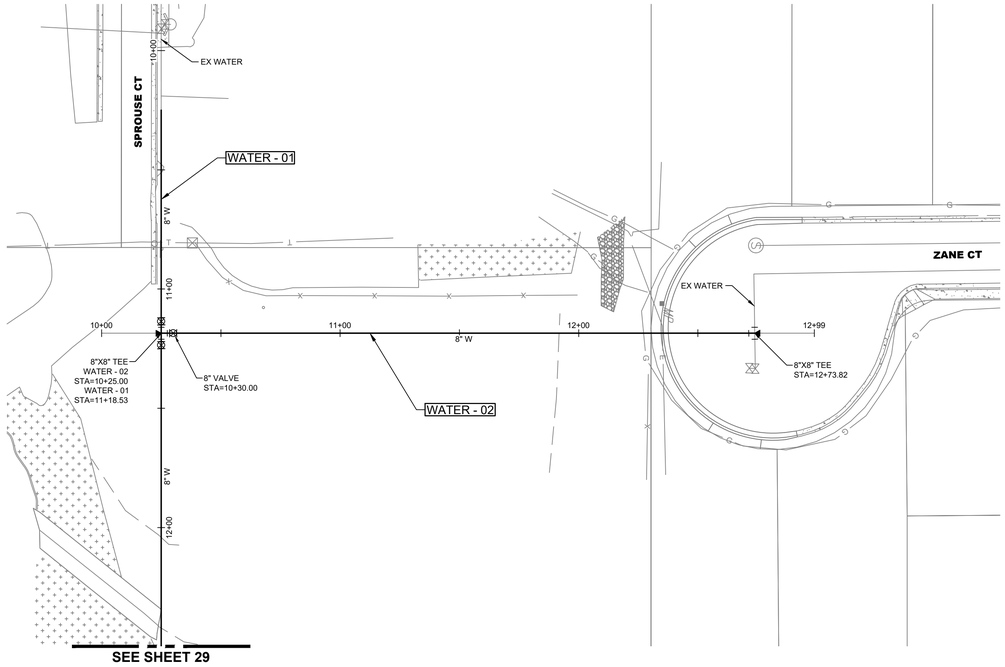
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

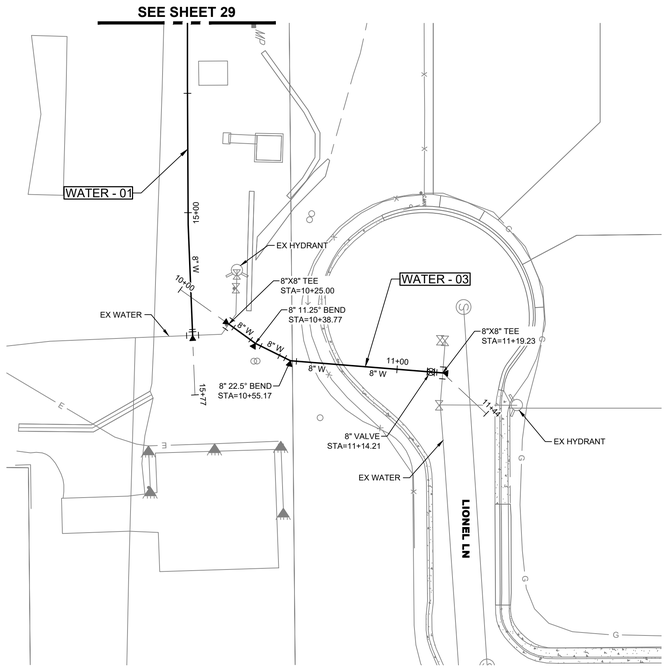
CONSTRUCTION DOCUMENTS
WATER P&PS - WATER 01

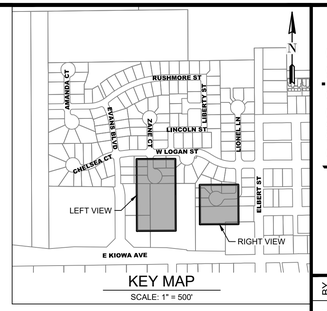
Know what's **below.** **Call** before you dig.

SHEET 29 OF 35

12/2/2025 2:18 PM. X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS WATER P&PS - HILLSIDE.DWG 1







KEY MAP

SCALE: 1" = 500'

0 30' 60'

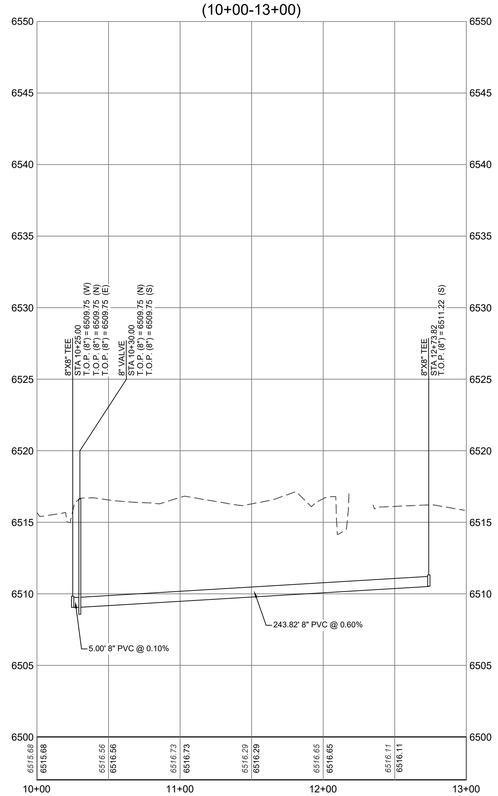
1 inch = 30'

PROFILE LEGEND

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

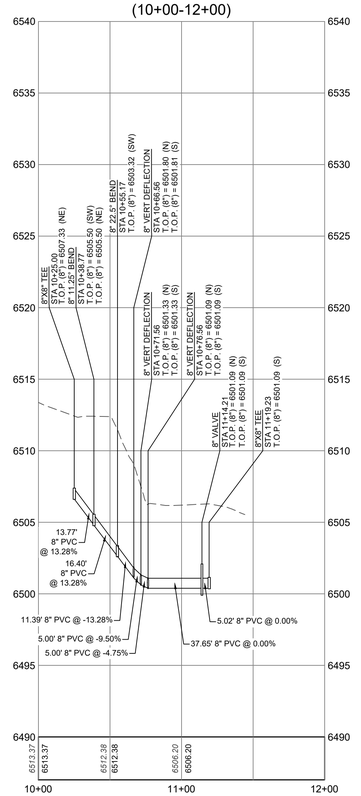
WATER - 02

(10+00-13+00)



WATER - 03

(10+00-12+00)



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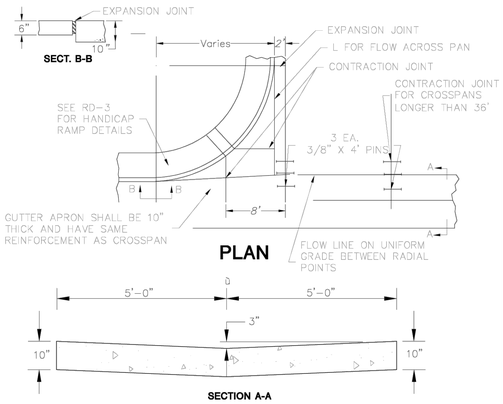
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO

CONSTRUCTION DOCUMENTS
WATER P&PS - WATER 02 & 03

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SHEET 30 OF 35

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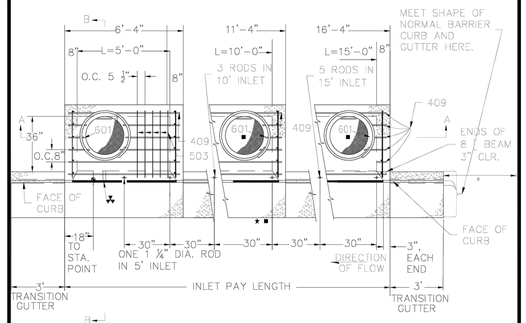
PAN LENGTH	REBAR HAVING END AREA OF
36'	.10 Sq. In. Per Ft. (#4 @ 18" E.W.)
46'	.13 Sq. In. Per Ft. (#4 @ 18" E.W.)
64'	.20 Sq. In. Per Ft. (#4 @ 18" E.W.)
84'	.26 Sq. In. Per Ft. (#4 @ 18" E.W.)

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.

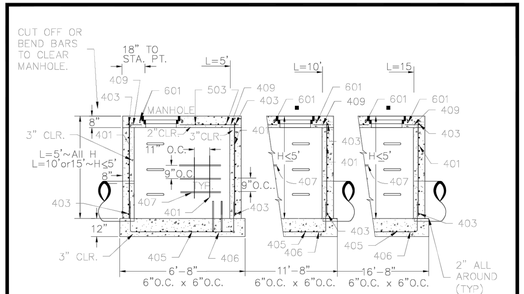
☘A 2" DIAMETER TEMPORARY HOLE FOR DRAINAGE SHALL BE PLACED AT SUBGRADE ELEVATION OR A MINIMUM THREE INCHES BELOW ROAD BASE. THE HOLE SHALL BE PLUGGED WITH CONCRETE BEFORE ACCEPTANCE OF THE INLET.



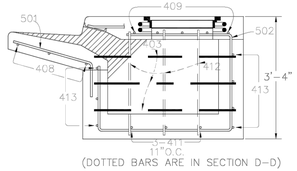
TYPICAL PLAN VIEW

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



SECTION A-A REGULAR INLET



(DOTTED BARS ARE IN SECTION D–D)

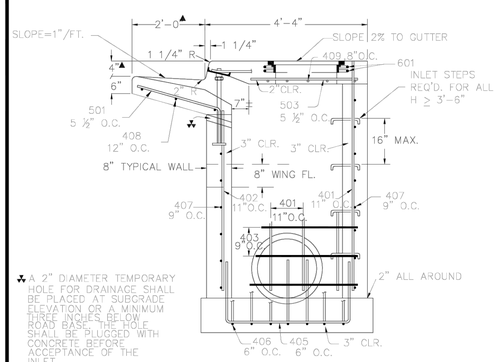
SECTIONS C-C & D-D

■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.

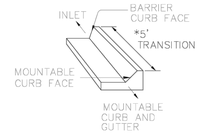
TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5B

▲– FOR A 1'–0" PAN SLOPE 2" PER FT.



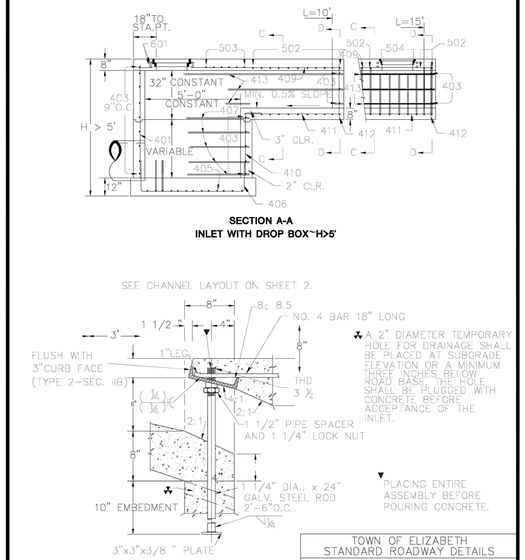
☘A 2" DIAMETER TEMPORARY HOLE FOR DRAINAGE SHALL BE PLACED AT SUBGRADE ELEVATION OR A MINIMUM THREE INCHES BELOW ROAD BASE. THE HOLE SHALL BE PLUGGED WITH CONCRETE BEFORE ACCEPTANCE OF THE INLET.

SECTION B-B
TYPICAL END VIEW



TRANSITION CURB

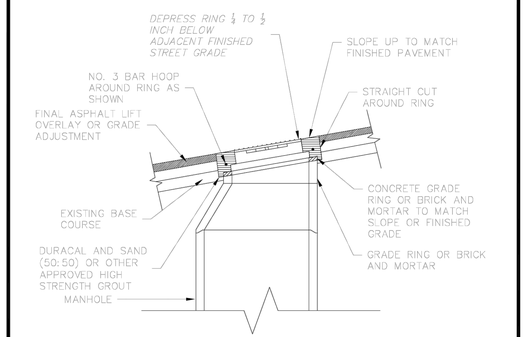
TOWN OF ELIZABETH STANDARD ROADWAY DETAILS	
CURB INLET – TYPE R	
SCALE: NOT TO SCALE	DATE: 02/10/09
APPROVED: TST INC. OF DENVER TOWN ENGINEER	RD-5C



☘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.

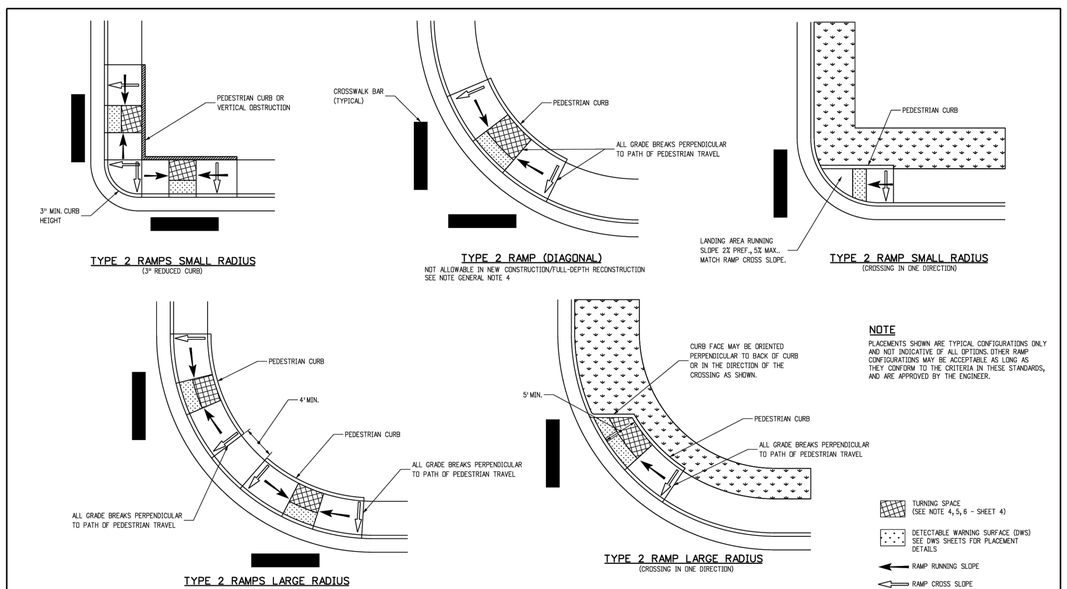
▼PLACING ENTIRE ASSEMBLY BEFORE POURING CONCRETE.

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

Colorado Department of Transportation
2829 West Howard Place
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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. 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

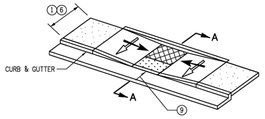
NOT FOR CONSTRUCTION

HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
DETAILS

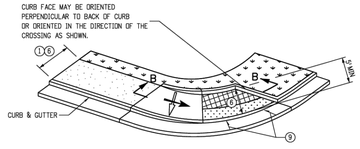
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SHEET 31 OF 35

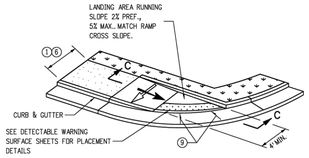
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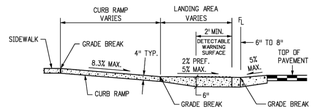
PARALLEL RAMP
(TYPICAL)



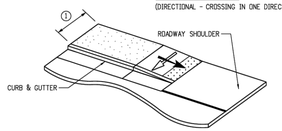
PARALLEL RAMP
(SIDEWALK ENDS)



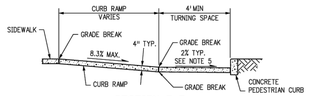
PARALLEL RAMP
(DIRECTIONAL - CROSSING IN ONE DIRECTION ONLY)



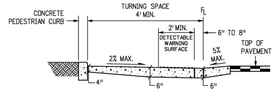
SECTION C-C



SIDEWALK TO SHOULDER TRANSITION



SECTION B-B



SECTION A-A

SIDEWALK

TURNING SPACE (4) (5) (6)

DETECTABLE WARNING SURFACE (DWS)

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.

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	

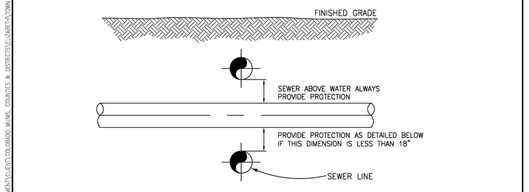
Sheet Revisions	
Date:	Comments

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Project Development Branch JBK

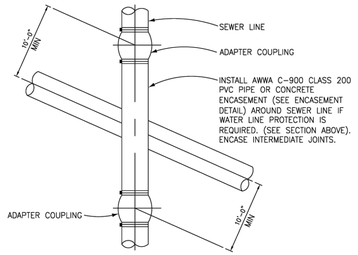
CURB RAMPS

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

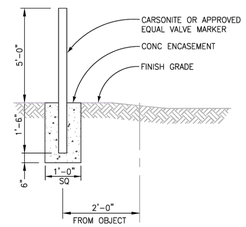


PLAN

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

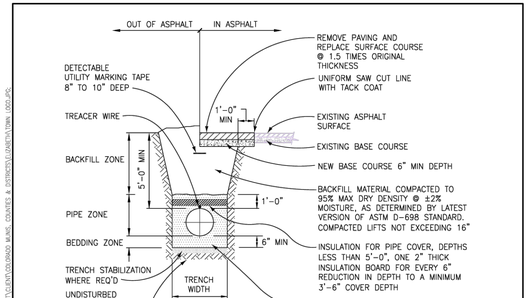
SURFACE MARKER

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

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ph: 303.632.8867

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

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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"

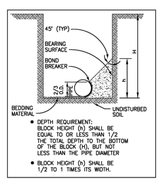
TOWN OF ELIZABETH

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

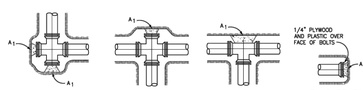
TABLE 1 – BEARING AREA OF THRUST BLOCKS IN SQUARE FEET (HORIZONTAL BENDS & VERTICAL UPWARD BENDS)

HORIZONTAL BENDS AND VERTICAL UPWARD BENDS:

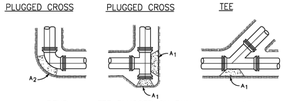
1. BEARING AREAS (TABLE 1) BASED ON TEST PRESSURE OF 150 psi, AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 psf AND A SAFETY FACTOR OF 1.5, TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING PRESSURES, USE THE FOLLOWING EQUATION:

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)

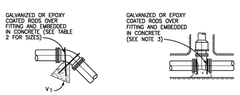
FITTING SIZE (IN)	V_1 45° BEND (CY)	V_1 22 1/2° BEND (CY)	V_1 11 1/4° BEND (CY)	ROD SIZE	EMBEDMENT (FT)
4	0.5	0.3	0.1	#5	2.5
6	1.1	0.6	0.3	#5	2.5
8	2.0	1.1	0.5	#5	2.5
10	3.1	1.7	0.9	#5	2.5
12	4.4	2.4	1.2	#5	2.5
14	6.1	3.3	1.7	#5	3.0
16	7.9	4.3	2.2	#5	3.0
18	10.0	5.4	2.8	#5	3.0
20	12.3	6.7	3.4	#5	3.0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

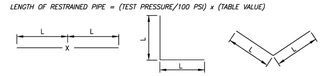
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W3
WATER AND SEWER STANDARDS	

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

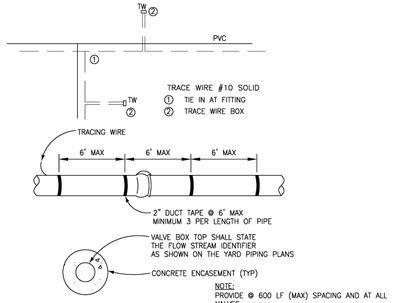
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W4
WATER AND SEWER STANDARDS	

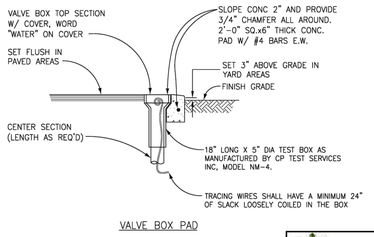
HILLSIDE IMPROVEMENTS
TOWN OF ELIZABETH, COLORADO
CONSTRUCTION DOCUMENTS
DETAILS

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SHEET 32 OF 35

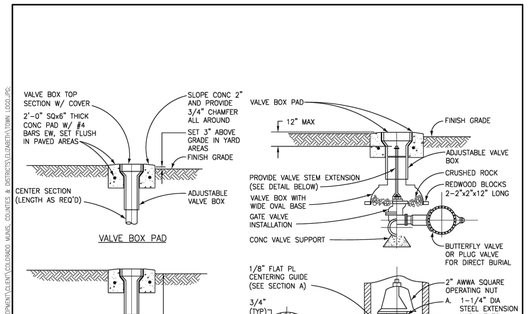
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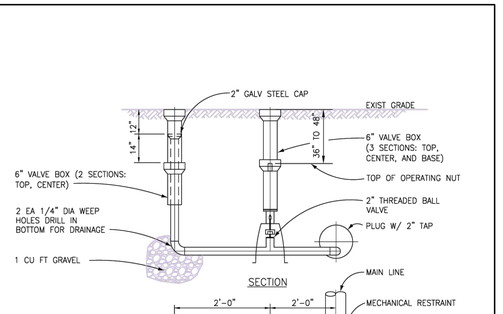
VALVE BOX PAD

TOWN OF ELIZABETH	
TRACER WIRE	
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W5
WATER AND SEWER STANDARDS	



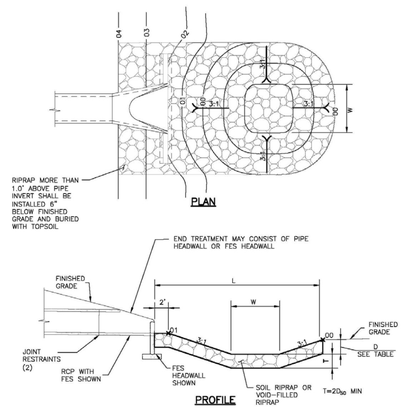
BURIED VALVE INSTALLATION

TOWN OF ELIZABETH	
BURIED VALVES	
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W6
WATER AND SEWER STANDARDS	



BLOWOFF
NTS

TOWN OF ELIZABETH	
BLOW-OFF	
SCALE: NTS	DATE: JUNE 2011
LAST REVISED: JUNE 2011	W8
WATER AND SEWER STANDARDS	



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

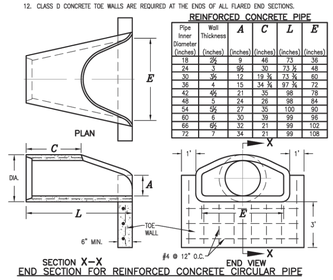
Figure 9-37. Low tailwater riprap basin

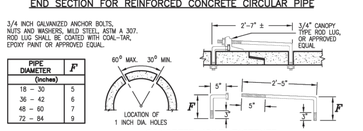
GENERAL NOTES

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

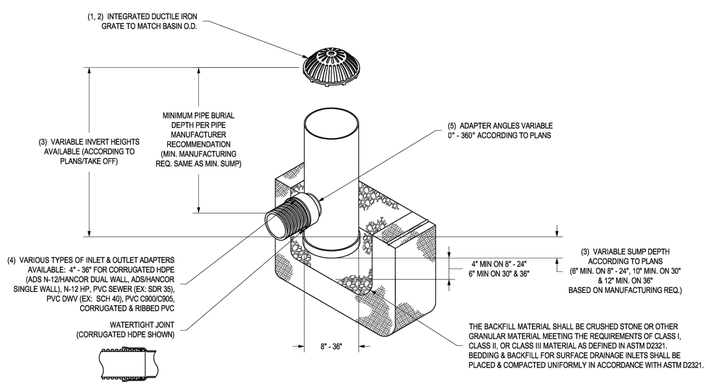




PIPE DIAMETER (Inches)	F
18 – 30	5
36 – 42	6
48 – 60	7
72 – 84	9

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. 7001-110-045.
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. 7001-110-055.
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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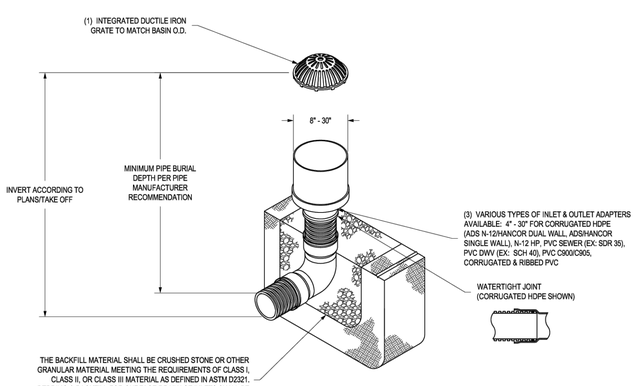
DRAWN BY EBC	MATERIAL
DATE 03-25-10	
REVISED BY NMH	PROJECT NO./NAME
DATE 06-12-18	
DWG SIZE A	SCALE 1:40 SHEET 1 OF 1

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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DATE 03-25-10	
REVISED BY NMH	PROJECT NO./NAME
DATE 03-15-16	
DWG SIZE A	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: INLINE DRAIN WITH DOME GRATE QUICK SPEC INSTALLATION DETAIL

DWG NO. 7003-110-057 REV D

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

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DETAILS

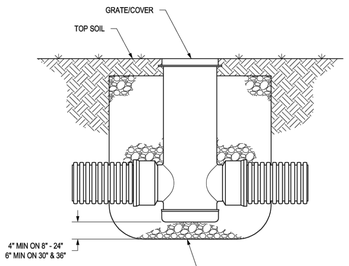
Know what's below. Call before you dig. 811

SHEET 33 OF 35

12/2/2025 2:18 PM X:\TOWN OF ELIZABETH\CAD\PLANS\06 - HILLSIDE\CDS DETAILS - HILLSIDE.DWG 3

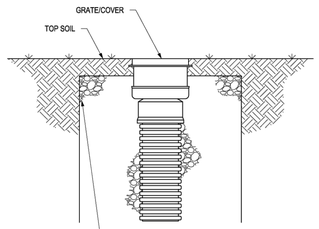
NON TRAFFIC INSTALLATION

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.

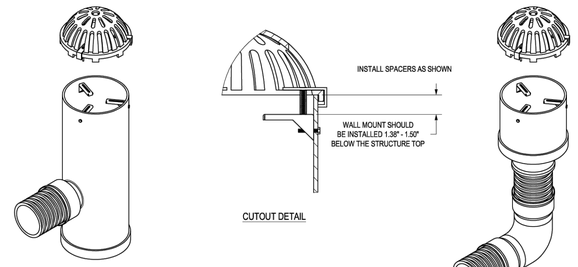
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DATE	9-30-09		
REVISED BY	NMH	PROJECT NO./NAME	
DATE	03-11-16		
DWG SIZE	A	SCALE 1:25	SHEET 1 OF 1

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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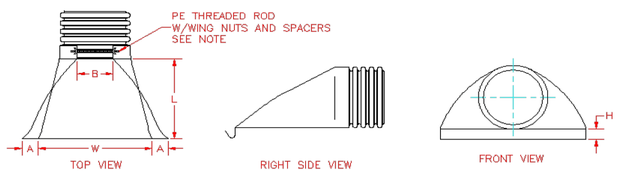
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APPD BY	EBC		
DATE	3-11-11		
REV BY	CJA	PROJECT NO./NAME	
DATE	7-29-14		
APPD BY	CJA		
DATE	7-29-14		
DWG SIZE	A	SCALE 1:16	SHEET 1 OF 1

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

TITLE: 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)

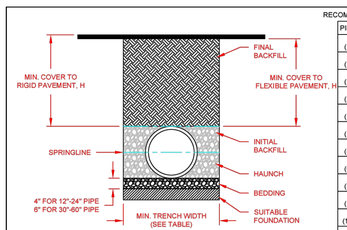
NOTE: ALL DIMENSIONS ARE NOMINAL

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ADS Advanced Drainage Systems, Inc.

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
DES BY	
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

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HILLSIDE IMPROVEMENTS
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DETAILS

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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

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit, the Town of Elizabeth."

The following is an informational breakdown of EPD police activity from **01/01/2026 at 12:01 a.m. to 01/17/2026 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

**All suspects/defendants are presumed innocent until proven guilty in a Court of Law. **

425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: Police@townofelizabeth.org
www.townofelizabeth.org

Colorado Association of Chiefs of Police

TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

Total Calls for Service:

370

Traffic Stops:

Total Stops:	Penalty Assessments Issued:	Warnings Issued:
95	54	41

Other Calls for Service:

Call Type:	Number of Calls:
911 Landline	27
911 Rapid SOS	4
Abandoned Vehicle	1
Alarm-Business Burglary	4
Animal Complaint	1
Assault	2
Assist to Fire Department	3
Assist to Other Agency	6

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ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

Attempt to Contact	1
Business Check	26
Burglary	1
Child Abuse	1
Citizen Assist	13
Citizen Contact	19
Crime Prevention	15
Domestic Violence-Physical	2
Domestic Violence-Verbal	3
Fireworks	1
Flock	1
Follow Up	32
Harassment	2
Housewatch	1
Increased Patrol	42
Informational Report	4
Juvenile Complaint	1
Medical assist	4
Motorist Assist	2

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

Municipal Ordinance Violation	8
Motor Vehicle Crash with Property Damage	3
Noise Complaint	1
Park Check	3
Parking Complaint	6
Report Every Drunk Driver Immediately (REDDI)	3
Restraining Order Violation	1
School Education	3
Sex Assault on a Child	2
Suicidal Subject	2
Suspicious Circumstance	3
Suspicious Vehicle	6
Theft	1
Traffic Complaint	3
Traffic Hazard	5
Traffic Stop	95
VIN Verify	3
Warrant Pickup	2
Welfare Check	1

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
25-5281	Financial Crimes	Investigation into a fraud involving cryptocurrency.
25-6683	Theft	Investigation into a theft at a business.
25-7342	Fraud	Investigation into possible fraud that occurred in Town.
25-7891	Theft	Investigation into a theft at a business.

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
25-6381	Municipal Ordinance Violation	Investigation into code violations at a property within Town.
26-0291	Municipal Ordinance Violation	Investigation into code violations at a property within Town.
26-0336	Municipal Ordinance Violation	Investigation into code violations at a property within Town.

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ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

**Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations. **

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
25-7258	Assault	EPD had concluded a case investigation and determined probable cause existed for criminal charges against the suspect. After sending the case to the District Attorney, the case was ultimately not filed.
26-0091	Domestic Violence	EPD responded to a domestic violence call. The suspect had fled the scene prior to Officers' arrival. It was determined that the suspect was in custody by another jurisdiction. An arrest warrant was filed for the suspect.
26-0109	Domestic Violence	EPD responded to a local school on a reported domestic violence. After investigation, there was insufficient evidence to support criminal charges.
26-0029	Domestic Violence	EPD responded to an anonymous report of a domestic violence call. After investigation and a canvass of the area, Officers were unable to confirm if a crime had occurred.
26-0035	Citizen Assist	A citizen called EPD and asked for EPD to take a firearm that was in her possession for safekeeping. After verifying ownership, EPD took possession of the firearm and booked it into the property room.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

25-7846	Runaway	EPD responded to a reported runaway of a juvenile party with a developmental disability. EPD Officers quickly located the party and returned them home without incident.
25-7813	Mental Health Hold	EPD responded to an actively suicidal party. After investigation, EPD Officers had probable cause to believe the subject was in eminent danger of harming themselves. As such, the subject was placed on a mental health hold and transported to a mental health facility.
25-7817	Failure to Yield	An EPD Officer attempted a traffic stop on a vehicle. The vehicle failed to yield to the officer's emergency lights and continued to drive. The following of the vehicle was terminated by a supervisor; however, the vehicle was located by another agency. That agency was able to stop the vehicle, and EPD Officers responded to issued a penalty assessment for numerous traffic violations.
26-0025	Domestic Violence	EPD responded to a cold domestic violence call. After investigation, it was determined a crime had occurred. The suspect was arrested and booked into the Elbert County Jail.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

26-0030	Trespass	EPD responded to a possible burglary in progress at a residence. After investigation, the suspect was determined to be a solicitor, however, was unable to be located.
25-7663	Theft	EPD responded to a theft at a local store. The suspect was quickly identified, and probable cause existed for criminal charges to be sought. However, the business was adamant they did not wish charges pressed, as the suspect had returned the stolen item.
25-7640	Traffic Stop	An EPD Officer contacted a motorist for a traffic violation. Upon contact with the motorist, they refused to provide documentation as required by law. The motorist was issued a Municipal Summons for both traffic and criminal violations.
25-7138	Burglary	EPD closed a long-term investigation regarding a trespass at a vacant building. After an extensive investigation, all suspects were identified and issued Municipal Summonses for criminal offenses.
26-0211	Death	EPD Officers responded to an unattended death. After a preliminary investigation, the preliminary cause of death is presumed natural.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

26-0254	Flock	EPD received a Flock notification for a vehicle associated with an arrest warrant. EPD Officers located the vehicle, and after confirming the warrant, arrested the driver. The driver was also charged with additional offenses.
26-0127	Sex Offenses	EPD received a report of possible unlawful sexual contact of minors. After investigation, the report was deemed to be unfounded.
26-0134	Suicidal Subject	EPD's School Resource Officers responded to a local school on a reported suicidal subject. After an SRA was completed with Centennial Mental Health (CMH), the student was deemed to be a danger to themselves and was transported to a mental health facility.
26-0244	Suicidal Subject	EPD's School Resource Officers responded to a local school on a reported suicidal subject. After an SRA was completed with Centennial Mental Health (CMH), the student was deemed to be a danger to themselves and was transported to a mental health facility.
26-0187	Sex Offense	EPD responded to an alleged sex offense. After investigation, there was insufficient probable cause to support criminal charges.
26-0072	Burglary	EPD Officers observed what appeared to be evidence of a recently burglary attempt at a vacant business. After a preliminary

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

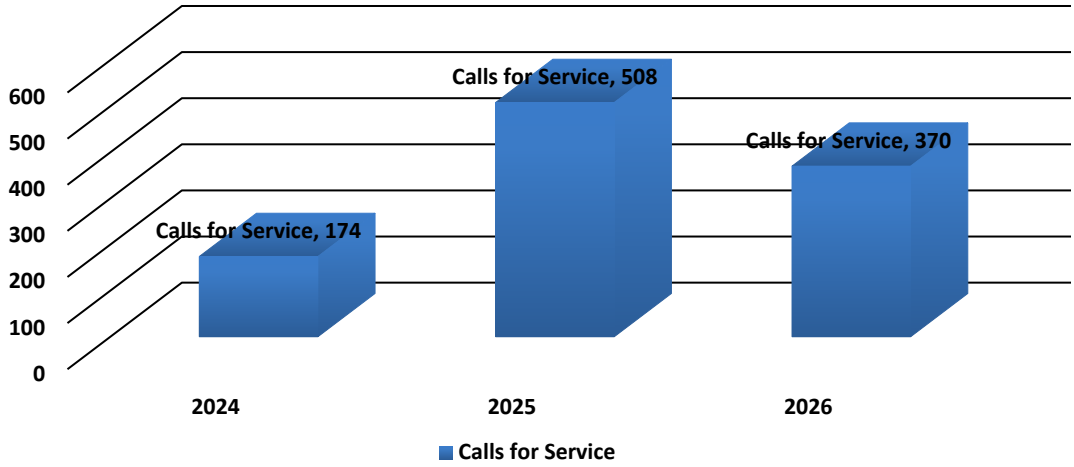
		investigation, it was determined the damage was from a previous case.
26-0268	Citizen Assist	A citizen requested EPD conduct a courtesy check on a safe they had purchased to ensure it was not stolen.
26-0108	Animal Complaint	EPD's Community Services Division assisted the Elbert County Sheriff's Office on an eviction within Town limits to help control several animals.
26-0159	Assault	EPD responded to an alleged assault at a local school. The suspect was identified and probable cause was found to support criminal charges. The suspect was issued a Municipal Summons for a criminal offense.
26-0237	Domestic Violence	EPD responded to a residence on a reported domestic violence. After investigation, there was insufficient probable cause to support criminal charges.
26-0236	Domestic Violence	EPD responded to a residence on a reported domestic violence. After investigation, there was insufficient probable cause to support criminal charges.

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

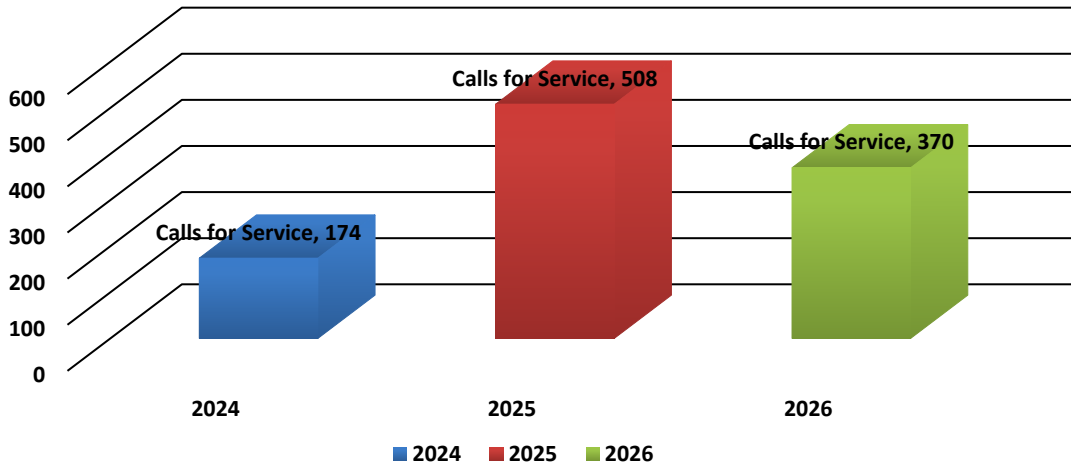
Period: 01/01/2026 to 01/17/2026

Historical Data:

Calls for Service For Same Period:



Total Calls for Service Year to Date



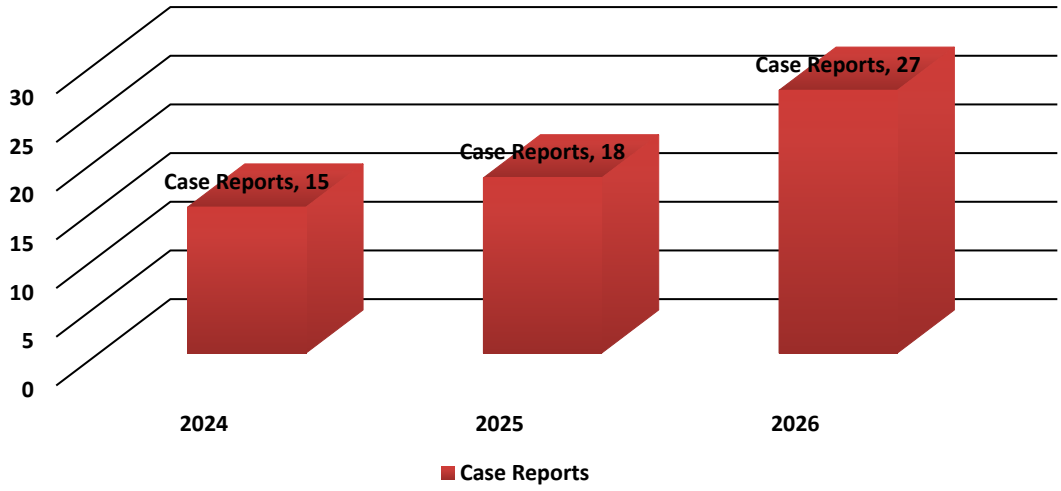
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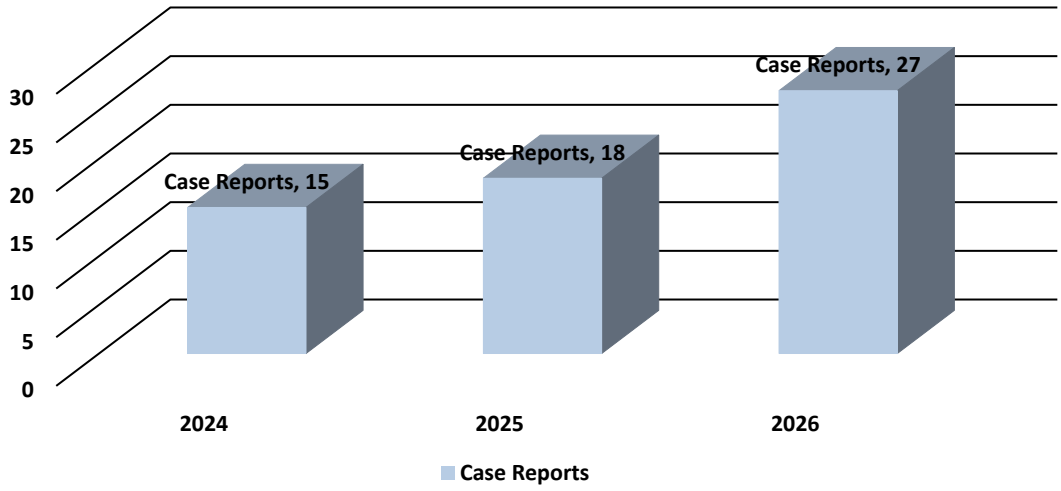
ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 01/01/2026 to 01/17/2026

Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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Town of Elizabeth Police Department Monitoring Report

January 13, 2026

Departmental Updates:

Pi-LIT Smart LED Road Flares and ANSI-compliant traffic cones

The police department recently purchased Pi-Lit smart LED sequential road flares to enhance traffic control and improve motorist warning capabilities. This acquisition was driven by several incidents on state highways and local roadways where low-light conditions made traffic management extremely hazardous for both officers and the traveling public.

Pi-Lit devices are highly visible and have the capability of being set as a singular road flare or set to a sequential pattern. This system also has a landing zone function. In this situation, the Pi-Lit can be set to illuminate a landing zone for emergency helicopters. A likelihood in our rural setting.

As an LED lighting system, this system replaces the traditional combustible road flares, which can pose a fire hazard.

Additionally, the department purchased ANSI-approved traffic cones to be used in conjunction with the Pi-Lit system. The traffic cones purchased are flashing cones that illuminate the interior of the cones for greater visibility. If a Pi-lit LED light is placed under the cone, the illumination is remarkable. Together, these tools will significantly improve safety and effectiveness during town events, traffic collisions, roadway closures, and other situations requiring traffic management.

Motorola RAVE Community Emergency Notification System

The Motorola RAVE community emergency notification system is now live in Elbert County. The system went live on Thursday, January 16, 2026. The Town and Police Department has posted the information provided by Elbert County on the Town website, Nextdoor, and Facebook.

Hosted Training:

The police department will be hosting multiple training courses over the next few months.

- Partnering with the Colorado State Patrol and the Elbert County Sheriff's Office, officers will be attending criminal interdiction training in March.

- Eric Stewart will be presenting his advanced Search and Seizure course on April 22. Eric is a widely respected instructor and considered an expert in the field of Search and Seizure.
- Front-line leadership, a two-day course about leadership principles, will be held on May 5th and 6th.
- Emerging Leadership for Public Safety, will be held on June 1 and June 2nd.

By hosting these classes, we do have free seats available to members of the police department. The number of seats is dependent upon the registered attendees.

Vector Solutions Implementation

We are in the process of implementing Vector Solutions Target solutions.

TargetSolutions will replace our current scheduling approach, which relies on the Outlook calendar. This platform provides a comprehensive, cloud-based system designed to streamline employee scheduling and automate recurring shift patterns. Officers can conveniently access their schedules, update their availability, and respond to callbacks through the mobile app.

The system also enhances payroll management by accurately tracking employee hours and providing real-time visibility into accrued time and overtime.

In addition to scheduling, TargetSolutions includes a robust suite of modules that support department operations, including training management, FTO program oversight, performance evaluations, wellness tracking, early intervention tools to promote accountability, asset management and inspections, and a full library of online training resources that will supplement current on-line platforms.

College Intern Application

We are currently in the process of interviewing a college intern to work with the police department. The candidate is a soon-to-be graduate of Colorado Technical University with a degree in Computer Science and an expressed career goal of becoming a crime analyst. As more agencies adopt intelligence-led policing strategies, crime analysts are increasingly essential, and opportunities in the field have become highly competitive.

Although we do not presently have an operational need for a full-time crime analyst, this internship presents a valuable opportunity for both the department and the student. The intern can assist in analyzing existing departmental information, developing informational dashboards, and creating computer programs that help interpret current data to better direct resources. Because this is a

ground-up initiative, we can offer the student a meaningful professional network and practical exposure to the crime analysis discipline.

In return, the student will contribute to building analytic tools and products that not only support our operational awareness but also strengthen her portfolio and résumé for future employment with agencies seeking a crime analyst.

Municipal Court Axon Access

In partnership with Axon, the Elizabeth Municipal Court will now have direct access to body-worn camera footage and digital photographs for municipal court cases. Axon has provided prosecutors with complimentary access to case materials through the Axon Evidence System. This enhancement eliminates the need to transport physical media, such as jump drives and printed photographs, to court, as all materials can now be transmitted and reviewed electronically.

This integration significantly reduces the risk of discovery delays or omissions and provides the courts and prosecutors with more timely, reliable access to digital evidence. The improved workflow supports greater operational efficiency, strengthens case preparation, and enhances overall judicial process integrity.

Non-profit 501(C) (3)

The 501(c)(3) nonprofit formation is nearing completion. Our legal representative is preparing to file the final documents following a last round of review. Board members have been selected, and the draft bylaws are ready for approval at the inaugural board meeting. We are targeting the end of January for the first official meeting.

Elizabeth Police Department

Special Report

FOR INTERNAL USE ONLY

Report Date	Report Time	Date Occurred	Time Occurred	Primary Jurisdiction	Case Number
01/10/2026	2050	01/10/2025	1204	Elizabeth Police Department	CR 26-0211

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 Saturday, 01/10/2026, EPD Officers responded to ., within the Town of Elizabeth, County of Elbert, and State of Colorado, on report of a medical assist.

Upon arrival, EPD Officers and Elizabeth Fire Rescue (EFR) located the decedent, identified as was found lying face down in his bed and was obviously deceased.

had last been seen by family members the night before and appeared in good health and spirits.

EFR confirmed that was deceased and did not conduct any life saving measures.

had a long history of heart issues, several months ago. He was prescribed several medications to treat that condition.

The initial investigation indicates that Thomas died of natural causes. There was no sign of struggle or disturbance in the home.

It is unknown at this time if will undergo an autopsy. body was released to the Elbert County Coroner without incident.

Nothing further to report at this time.

Deputy/Supervisor Name & Number	
Sgt. Sean Bigler #1504	Page 1 of 1

January 27, 2026

Management Team Updates

Note: *This report has been restructured based on feedback from the January 13th meeting. Each section now begins with current/recent activities (2025-2026), followed by a "Background & Context" subsection containing relevant historical information and ongoing initiatives.*

Community Development — Alexandra Cramer, AICP, Planner/Project Manager

Current Activities (2025-2026)

- **2026 Event Planning:** Staff is beginning to work on 2026 events. A calendar of these events will be out in the next few weeks. Those that are coordinated by the CD Department include: Main Street Spring and Fall Car Shows, Main Street Networking Event, Main Street Feed Lot, Historic Building Coloring Contest, Main Street 5K/Family Color Run, Historic Walk & Talk, and a proposed 250/150 Community BBQ/Picnic.
- **HAB:** HAB and staff are beginning to work on a comprehensive lesson plan of town history to be shared with the elementary schools. The 2nd annual historic building coloring contest planning is underway. We are also preparing information to launch a “Preservation Myths” social media campaign. Staff and several HAB members will be attending the 2026 Saving Places Conference in Denver on February 11-13th.
- **MSBOD:** Staff and the MSBOD had their annual visit with DOLA Colorado Main Street team on January 12th. We discussed our goals for the next year and brainstormed how to best utilize DOLA’s resources for the program. We also discussed some challenges that Main Street currently faces as it relates to zoning code barriers to economic development. There are multiple residences currently on sale along Main Street, with some potential buyers expressing the desire for commercial retrofits to the buildings.
- **2025 Permit and Licensing Activity:** Building permit fees remain unchanged since Resolution 22R55 adoption. Staff utilizes SAFEbuilt's valuation calculator for consistent use tax assessment. Activity included: 166 building permits issued, 23 new business licenses processed, and 14 sign permits issued.
- **Land Use Applications:** 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.
- **Code Updates:** 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. *If there are elements in the zoning code that the BOT would like to discuss revising, please let staff know.*

- **Planning Commission Appointments:** Staff has been actively promoting the empty PC seats on social media. We have received some interest and will likely have the 5 required seats filled by February. Staff will begin meeting with the PC in February during work-sessions to get the new PC members acquainted with Town code and regulations.

Background & Context — Main Street Board

- **Main Street Feed Lot:** The MSBOD had their 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.
- **Chamber Collaboration (October 25):** 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.
- **2025 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.
- **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; Silverton secured full funding for their Blair Street Revitalization Project; Town of Lyons completed town-wide wayfinding signage; Pagosa Springs supported downtown businesses through a two-year US 160 reconstruction; Rifle launched "Third Thursday on Third Street"; Wellington completed two new downtown murals and launched their Walk of Fame project; Victor adopted a new Land Use Code 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 (September 5, 2025):** 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 (2024):** 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 (May):** 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.
- **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 (May):** 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.

Background & Context — Historic Advisory Board

- **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.
- **11th Historic Walk and Talk (September 27):** 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.

- **Museum Tour:** The HAB recently took a tour of the Elbert County Museum and got to meet some of their board members.
- **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.

Additional Department Updates

- **Consulting Services Clarification:** 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.

Background & Context — Ongoing Initiatives

- **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 took place over the course of June, July, and August. *If the BOT plans to move forward with long-range planning initiatives such as a Facilities Master Plan or a Comprehensive Plan Update in 2026-2027, neighborhood block parties should be considered for a way to reach and receive authentic feedback from residents.*
- **Advisory 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

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

January 27, 2026

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- I have been back to work after surgery for 2 weeks and working hard to get all year end reporting and tasks completed.
- As Michelle mentioned, a lot of the payroll reports have been digitized, starting with the first payroll of the year. This has allowed for easier processing and researching when needed.
- While Allison was on vacation, I was able to help with front desk responsibilities to help get a refresher!

Allison

- I took a few days off and went to Tucson. I had a great time getting some sun and visiting Tombstone, Kitt Peak and the national park. I am all rested up and raring to go, now.
- We are receiving quite a few Food Truck license renewals. Several food truck owners are seeing the benefits of selling at the Gesin Lot. They are renewing their licenses and signing agreements to have time at the Lot.
- I have been working with our IT guys to switch Harmony's computer over for our new hire on the front desk. We should have everything up and ready to go for him well before he starts so that he has a smooth onboarding.

Michelle

- This month's senior luncheon was attended by 49 participants. The presentation on mountain lions was very well received, with strong interest throughout the discussion. The speaker did an excellent job engaging the audience and keeping everyone's attention. Lunch was generously provided by Catalina's Diner, and an anonymous community resident contributed homemade treats for attendees.
- Met with Kiowa's Town Administrator to discuss the 250 / 150 Celebration. Alex and I will give a short update.
- Justin Reilly start date will be February 2, 2025. We look forward to having him join our team.
- I have worked with IT and Caselle to have things set up and ready for him on the 2nd.

- Court is keeping Allison and I quite busy with input and output (paid tickets).
- We have two trials scheduled for February.
- With the beginning of 2026 the Town Hall will start having more regularly scheduled staff meetings. We used to be very good about this, so we were all informed and on the same page. This has been on the back burner recently and we are looking forward to getting back on track.