

Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda 10615 Green Mountain Falls Road Tuesday, November 5, 2019 7:00 p.m.

REGULAR MEETING:

- 1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
- 2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
- 3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes from October 15, 2019
 - b. Bring into Record Checks Run November 1, 2019

4. NEW BUSINESS

- a. Consideration of Special Event Application Bronc Days 2020
- b. Introduction Ordinance 2019-08 An Ordinance Amending Sections 6-155(B) And 6-156(C) Of The Town Of Green Mountain Falls Municipal Code Concerning The Expiration Date Of Short Term Rental Licenses
- Introduction Ordinance 2019-09 An Ordinance Repealing And Reenacting Article XV Of Chapter 10 Of The Green Mountain Falls Municipal Code Regarding Fire Restrictions

5. OLD BUSINESS

- a. Update on DOLA Flood Recovery Project Bid
- b. Consideration of Colorado Springs Utilities signed Easement Agreement
- 6. PUBLIC INPUT: 3 Minutes per speaker
- 7. CORRESPONDENCE
- 8. TRUSTEE REPORTS
- 9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS Regular Board of Trustee Meeting October 15, 2019 – 7:00 P.M.

REGULAR MEETING MINUTES

Board Members Present

Transfer Members Absent

Transfer Members Absent

Trustee Margaret Peterson Trustee Chris Quinn
Trustee Tyler Stevens Mayor Jane Newberry

Trustee Katharine Guthrie

Town ManagerPublic WorksAngie SprangJerome Lumpry

Town Clerk
Laura Kotewa

Marshal's Dept.
Virgil Hodges

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Pro Tem Stevens called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited, and roll was taken.

2. Additions, Deletions, or Corrections to the Agenda

There were no additions or corrections to the Agenda.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes September 17 and October 1, 2019
- b. Bring into Record Checks Run October 10, 2019

Trustee Peterson made a motion, seconded by Trustee Guthrie to accept the Consent Agenda. Motion carried.

4. New Business

a. Consideration of the Variance for 10680 Mountain Ave

Trustee Guthrie made a motion to approve Variance 19-003, seconded by Trustee Peterson. Motion passed unanimously.

b. Introduction of Ordinance 19-06, An Ordinance Amending Section 2-28 And Adding A New Section 2-39 To The Town Of Green Mountain Falls Municipal Code Concerning Regular And Special Meetings And Work Sessions

Trustee Peterson made a motion to set this matter for public hearing on December 3, 2019 seconded by Trustee Guthrie. Motion Carried.

Introduction of Ordinance 19-07, An Ordinance Amending Section 2-228
 Of The Town Of Green Mountain Falls Municipal Code Concerning
 Planning Commission Meetings

Trustee Guthrie made a motion to set this matter for public hearing on December 3, 2019 seconded by Trustee Peterson. Motion Carried.

d. Discussion and/or Consideration of the 2020 DRAFT budget

Town Manager Angie Sprang shared some of the reasoning behind the numbers in the budget, and an update to the TABOR reserve figure which will be budgeted at \$17,952 for 2020. She also asked for Board input regarding their priorities for the year. Town roads and stabilizing our Public Works department were at the top on the list. Another project mentioned was making our parks more accessible.

There will be a public hearing/discussion regarding Capital Improvement possibilities on December 3rd. Staff will continue to refine the Budget to present the Final Proposed 2020 Budget to the Board on December 3rd for adoption.

5. Old Business

 Final Adoption, Ordinance 2019-05, An Ordinance Repealing And Reenacting Section 2-224 Of The Green Mountain Falls Municipal Code Concerning Terms Of Planning Commission Members

There was detailed discussion regarding this Ordinance and how it would affect the overlap allowed in Commissioner terms. It is the goal of the Board to allow overlap and consistency. Trustee Peterson presented a solution in amending Section 2-224 of the Ordinance to state that commissioners would serve three (3) year terms, and be limited to three (3) consecutive terms.

Trustee Peterson made a motion to Amend Section 2-224 of Ordinance 2019-05, to include the language discussed, with a second by Trustee Guthrie. Motion carried.

Trustee Peterson made a motion to Approve Ordinance 2019-05 as amended. Trustee Guthrie seconded and the motion passed.

 Resolution 2019-10, A Resolution Of The Town Of Green Mountain Falls, Colorado, Adjusting The Terms Of Members Of The Town's Planning Commission

Trustee Guthrie made a motion to table Resolution 2019-10 until the next Board meeting to adjust the End Term dates to reflect the change in Amended Ordinance 2019-5. It was seconded by Trustee Peterson. Motion carried.

The Board asked the Town Manager to locate a Planning Commission volunteer to extend their current term to a four (4) year term to accommodate the amendment made to Ordinance 2019-05.

6. Public Input – 3 Minutes Per Speaker

Anne Esch thanked the board for her appointment to PPRTA/PPACG committees and announced she will be retiring from meeting attendance in Colorado Springs, but she will remain active at the town level. She was thanked for her service by the Board, who also encouraged others to visit and speak up at PPRTA/PPACG meetings.

Dick Bratton shared his personal experience consulting with CUSP (Coalition for the Upper South Platte) to complete fire mitigation on his property. He encouraged others to do the same. CUSP will provide a free mitigation consultation and can be reached at 719.748.0033.

7. Correspondence:

There was no correspondence.

8. Reports

a. Trustees -

Trustee Guthrie reminded attendees of the indoor Trick or Treat event at Sallie Bush Community Center on October 31st.

Mayor Pro Tem Stevens asked Staff to explore a funding source for Fire Danger/Warning signs for the town, and to bring forward an updated Committee Assignment Resolution.

b. Town Manager –

Ms. Sprang gave a Belvidere Paving project update. The Board asked that a drainage study be planned to help the town be more proactive rather than reactive in dealing with storm maintenance.

c. Town Clerk -

Ms. Kotewa announced that there are 2 fillable and payable applications going live on the website - the Business License Application, and the Gazebo Rental Application. More to come. We have contracted with Judy Egbert, former Interim Clerk, to help with the April Election. Also, on Wednesday Ms. Kotewa will be attending a job fair at Pikes Peak Community College to promote employment openings and possible internships with the Town of Green Mountain Falls.

d. Public Works -

Mr. Jerome Lumpry, our brand new Public Works Director shared some of his plans and findings in looking over road and equipment conditions. He will present a more extensive report in December.

9. Adjournment Meeting adjourned at 7:55 p.m. Tyler Stevens, Mayor Pro Tem Laura J. Kotewa, Town Clerk/Treasurer

12:39 PM 11/01/19 **Accrual Basis**

Town of Green Mountain Falls Expenses by Vendor Summary October 31 through November 1, 2019

	Oct 31 - Nov 1, 19
Black Hills Energy	64.79
CEBT	3,312.40
Chief Petroleum	1,078.77
Cirsa	2,728.44
Comcast	293.24
Flair Data Systems DBA	690.00
O'Reilly Auto Parts	158.13
Wilson & Company, Inc., Egineers & Archit	1,128.80
TOTAL	9,454.57

- Glass containers are not allowed in any area of the park.
- Fires are prohibited except in approved devices.
- If a fire ban has been issued, there will be no fires permitted.
- If there will be vendors at the event, either they or the sponsoring organization will be responsible for collecting sales tax. (Information available through the State Department of Revenue)
- All vendors of any kind doing business in the Town of Green Mountain Falls for any purpose must first obtain a Business License from the Town Clerk, and must pay all relevant local, state and federal taxes.

Name of Event: 82nd Annual BRONC DAY FES	JIVAL	_
Applicant/Event Coordinator: BROKE DAY COMM ITTEE		
Phone: Email:		_
Event Sponsors/Promoters: PIKES PEAK CHAMBER OF CO	mnerce	
Event Location within the town: Ute Pass Ave, Lake Street, GAZ	EBOLAVE PARK	
Insurance Provider: CIRSA		_
Date of Proposed Event: SATURDAY JULY 25, 2020		
Start Time: 6AM End Time: 3PM		
Anticipated Number of Participants: 860		
Anticipated Number of Spectators:		
Detailed Description of the Event: Pancale Poveale fast, PARADE	- Venda Dooths,	
Inflatables, Victorian Dancers, Musical Ent.	estain ment, FOOD	<u></u>
Detailed Description of the Event: Pancale Povede fast, PARADE The Flatables, Victorian Dancers, Musical EMPLE Contest, RCBOat Paces, Dudeie Pace, Ca	old Panning	
Will Amplification be used: 4 s If so, what type: PA System		
Will Amplification be used: 4 sq. If so, what type: Pt System Would Town utilities be needed: Electric Water	Gas	
Applicant Signature: Conditions, if any, assigned to the Event by the Board of Trustees: This the responsibility of the Event provide portable restrooms during the		
Office use: Event Permit Fee: 500.00 Traffic Control Fee: 200.00 Additional fees: Date \$100.00 Deposit collected: Special Event Permit Granted: Yes No Board Approval Date: Date Certificate of Liability Insurance Attached:		
Green Mountains Falls Town Clerk Date Green Mountain	Falls Mayor	Date

TOWN OF GREEN MOUNTAIN FALLS 2019 SPECIAL EVENT PERMIT – CONSENT AND GENERAL LIABILITIES RELEASE

The undersigned representative of PRONC DAY COMMITTEE in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for
BRODL DAY FESTINAL , does hereby release, discharge, and agree to hold free
and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or
relating to any loss, damage, or injury including death by any participant or spectator, while in or on the premises
of the Town of Green Mountain Falls for any purpose related to the above mentioned event.
By signing the foregoing release, the undersigned hereby acknowledges understanding that all participants and spectators must obey all regulations, laws and ordinances of the Town of Green Mountain Falls,
In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls, understands both documents, and signs this agreement voluntarily.
Signature of Applicant:



Town of Green Mountain Falls P.O. BOX 524 GREEN MOUNTAIN FALLS, CO 80819 (719) 684-9414

www.gmfco.us

2019 Special Event Permit Application/PERMIT

Fees can be found in the current year Fee Schedule posted on our website.

Special Events are described as those unique, infrequent, short-term activities, which impact the roads, parks, municipal staff and services and/or public property of the Town of Green Mountain Falls.

To complete this Permit Application, the organization sponsoring the event must sign Consent and General Liability Release Forms and complete a Special Event Information Sheet at least thirty (30) days prior to the event.

A non-refundable fee (found in the current year Fee Schedule located under the Forms Tab on our website) will be charged for a Special Event Permit at the time of application. Additional fees may be applied to the cost of the Special Event Permit as assessed by the Board of Trustees to cover costs to the Town of any necessary services required to provide sanitation services, police protection, lifeguard services, etc. A separate Traffic Control Fee may be required if barricades, or a need for traffic control personnel is found to be needed. (see fee schedule)

The sponsoring organization must provide a certificate of liability insurance with the Town as "Additional Insured" to the Green Mountain Falls Town Clerk at least three (3) weeks prior to the event.

Also required three (3) weeks prior to the date of the special event, is a \$100.00 deposit which will serve as a security deposit to cover any damages that might occur to Town property but which are not covered by the sponsoring agency's insurance. The event area will be inspected by Green Mountain Falls personnel immediately following the event and the \$100.00 deposit will be returned within fourteen (14) days following the event providing no violations to this agreement or damage to Town property has occurred. In special cases, the Board of Trustees may waive the requirement for the \$100.00 refundable deposit. If a waiver is desired, the sponsoring organization must include a request for wavier of refundable deposit in a written statement, and indicate the reasons for the request.

All participants and spectators must obey all regulations, laws and ordinances of the Town of Green Mountain Falls, the States of Colorado, including but not limited to the following (see Sections 7-54 and 103, 10-273, 11-97 and 103, and 16-414):

- Use of alcoholic beverages of any kind is prohibited on Public Property, unless the applicant has attained approval from the Town Board as a liquor licensing board, and completed all necessary state licensing requirements. This also adds the requirement of obtaining a police officer for every 100 people at the expense of the sponsoring organization.
- Public grounds and buildings must be left free of trash.
- It is unlawful for any person to injure, deface, destroy or remove any park property.
- It is unlawful to disturb or injure any bird and/or its nesting area.
- Dogs must be leashed and licensed at all times. The dog handler is responsible for immediate removal from public or private property of all dog feces.



	Town of Green Mountain Falls Fee Schedule as Adopted by Resolution 2018-25 Effective 1/1/2019	
Green Mo	untain Falls 2019 Fee Schedule	
Code Authority	Description	Fee
	Publications, Hard Copy	
1-50	Municipal Code Book	actual cost
1-50	Zoning Code section of Code Book	\$0.25/page
1-50	Comprehensive Plan	actual cost
	Administrative	
state law	Notary Public services	\$5.00/document
state law	Open Records fees	See separate policy and fee schedule
	Law enforcement fees	
	Personal service of documents	\$30.00
		-
	Court fees:	
2-138	Subpoena issue fee	\$30.00
8-9(e)	Court costs	\$30.00 per appearance
8-9(e)	Surcharge	\$20.00 per offense
	License fees	
	Business license	\$50.00
6-103	Peddler and solicitor	\$50.00
Ord. 2018-02	Mobile Food Vendor license	\$50.00
6-53	Liquor Licenses	see State fee schedule
6-122	Restaurant fee	\$200.00
	Short Term Rental	\$300 for new application \$150
Ord. 2018-04		for renewal
10-294	Fireworks sales license	\$75.00
	Animals	
	Dog license fee	Neutered/spayed \$12.00
		Not altered \$20.00
7-132	<u> </u>	Late renewal fee \$15.00
7-135	Duplicate dog license fee	\$5.00
7-142	Dog redemption fee	\$15.00
7-164	Horse permit	\$30.00

	Planning/Land Use	
11-41	Sidewalk/Curb permit	\$100.00
	Road cut permit - gravel road	\$3.00/square yard. Minimum
11-41		fee \$25.00
	Road cut permit - paved	\$4.00/square yard. Minimum
11-41		fee \$25.00
11-71	Address number fee	\$10.00
11-114	Easement fee	\$50.00/year
	Annexation fee	\$500.00
		+ \$35/acre for 1-5 acres;
		+ \$15/each acre over 5
16-707(c)	Fence permit - new fencing and repair of existing fence	\$50.00
16-705	Plan/architectural review	\$125.00
	Sign permits	\$125.00 new
16-706		\$50.00 repair
16-709	variance Permit	\$200.00
16-710	Special Use Permit	\$200.00
16-711	Zone/Rezone	\$300.00 + \$50.00/lot
16-713	Planned Use Development	\$500.00 + \$50.00/lot
16-813	Development in Flood Hazard Zone	\$100.00
17-22	Replat	\$150.00/lot
17-22	Preliminary Plat	\$200.00 + \$50.00/lot
17-23	Final Plat	\$200.00 + \$50.00/lot
17-94	Grading Plan Review	\$125.00
17-102	Driveway permit	\$25.00
17-133	Minor subdivision	\$200.00
18-61	Revocable permit	\$25.00/year
	Any outside engineering services	Actual Cost Pass-Through
	Facilities Use	-
	Gazebo rental	\$100.00/hr (2 hr minimum)
		plus hourly increments
11-95		thereafter
11 33	Event Fee for use of public property or rights of way	\$500.00/day or \$150.00/hour
	Event rec for use of public property of rights of way	(2 hr minimum)
		+ \$100.00 deposit
	Traffic control fee (Accounts for the placement of	- + + + + + + + + + + + + + + + + + + +
	barricades only; applicant is responsible for preparing	
	traffic control plan and is responsible for supporting	\$100.00/hr (2 hour minimum)
	personnel costs)	
	'	
	See separate schedule for pool pricing	

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/15/2019	AGENDA NO	SUBJECT:
Presented by: Angie Sprang, Town Manager		An Ordinance Amending Section 6- 155(B) and 6-156(C) of the Town of Green Mountain Falls Municipal Code Concerning Expiration of Short Term Rental Licenses

Recommended Action:

Approve modification to the Town of Green Mountain Falls, Municipal Code Sec. 6-155(b) and 6-156(c) as stated, or with Trustee amendments.

Background:

In an effort to reduce administrative time for both Town Staff and Short-Term Rental License holders, Town Staff requests and amendment to the Municipal Code of Town of Green Mountain Falls Amending Section 6-155(B) and 6-156(C) of the Town of Green Mountain Falls Municipal Code Concerning Expiration of Short Term Rental Licenses.

The recommended change will update the Short-Term Rental License renewal date to December 31. This update will make Short Term Rental Licenses and Business License renewals coincide.

Issue before the Board:

Consideration of the modification to the Town of Green Mountain Falls, Municipal Code Sec. 6-155(b) and 6-156(c) as stated, or with Trustee amendments.

Respectfully Submitted, Angie Sprang

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-08

AN ORDINANCE AMENDING SECTIONS 6-155(B) AND 6-156(C) OF THE TOWN OF GREEN MOUNTAIN FALLS MUNICIPAL CODE CONCERNING THE EXPIRATION DATE OF SHORT TERM RENTAL LICENSES

WHEREAS, the Board of Trustees desires to change the expiration date of short term rental licenses so that all such licenses expire on midnight December 31st of each year.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

Section 1. Section 6-155(b) of the Green Mountain Falls Municipal Code is hereby amended to read as follows:

Licenses are valid until December 31st of each year. The application fee shall be prorated on a monthly basis for any application filed for a license period commencing after January 1st. Subject to the requirements of this Article, licenses may be revoked or renewed.

Section 2. Section 6-156(c) of the Green Mountain Falls Municipal Code is hereby amended to read as follows:

Licenses shall expire on December 31st of each year. To renew a license, Licensees shall apply to the Town on forms provided by the Town no later than November 1st of each year.

- Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.
- <u>Section 4</u>. <u>Severability</u>. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

	Section 5.	Effective Date.	This Ordinance	shall be	effective	thirty (3	0) days	after
passag	ge.							
	INTRODUCE	D AND ORDER	RED PUBLISHE	D the	day o	of		
2019, a			n Hall, 10615 Gre				een Mou	ntain

Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the	day of	, 2019.
	Jane Newberry, Mayor	
ATTEST:		
Laura Kotewa, Town Clerk/Treasurer		
Published in the Pike Peaks Courier	2019	

BOARD OF TRUSTEES AGENDA MEMO

DATE: 11.5.19	AGENDA NO 4.c	SUBJECT:
Presented by: Laura Kotewa, Town Clerk/Treasurer		Ordinance 2019-09 An Ordinance Repealing And Reenacting Article XV Of Chapter 10 Of The Green Mountain Falls Municipal Code Regarding Fire Restrictions

Recommend action: Consider this update to Ordinance 2018-12, as an updated table was introduced.

Background: The table in Ordinance 2019-09 has been updated to match the El Paso County's version of the Stage 1 Fire Restrictions.

Conclusion: In order to match the county's recommendations for Stage 1 Fire Restrictions, we will need to again Repeal and Reenact Article XV of Chapter 10 of the Green Mountain Falls Code.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-09

AN ORDINANCE REPEALING AND REENACTING ARTICLE XV OF CHAPTER 10 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE REGARDING FIRE RESTRICTIONS

WHEREAS, under C.R.S. § 31-15-401(q), the Town has the general police power to "control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited";

WHEREAS, the Town wishes to establish the various stages of Town fire restrictions depending on the level of fire danger and provide for the authority and method of declaring such restrictions;

WHEREAS, the Town wishes to clarify the activities that are prohibited and allowed under each Town fire restriction stage; and

WHEREAS, for these purposes, the Green Mountain Falls Municipal Code is amended as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

<u>Section 1</u>. Article XV, Chapter 10, of the Green Mountain Falls Municipal Code is repealed in its entirety and reenacted to read as follows:

ARTICLE XV - Fire Restrictions

Sec. 10-325. Purpose.

The purpose of this Article is to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, and surrounding areas by restricting open fires and open burning within the Town of Green Mountain Falls in order to prevent forest and grass fires, which, as a result of atmospheric conditions including lack of moisture and other local conditions, pose a significant danger to the Town and its citizens.

Sec. 10-326. Interpretation.

This Article shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, by restricting open fires and open burning to prevent forest and grass fires.

Sec. 10-327. Authority.

The restrictions imposed by this Article shall take effect upon the issuance of an administrative order executed by the Town Manager or his or her designee, in consultation with the Fire Chief and the Fire Restriction Evaluation Guidelines, and shall remain in effect until rescinded by similar order. The authority granted by this Article is ongoing, and administrative orders may be issued from time to time as conditions warrant.

Sec. 10-328. Definitions.

As used in this Article, unless the context otherwise requires:

- (a) *Bonfire* means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.
- (b) Burning in the performance of an official duty means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.
- (c) Fire Restriction Evaluation Guidelines means that set of evaluation criteria currently in use by Federal, State and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.
- (d) *Illegal fireworks* means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.
- (e) Open fire or open burning means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.
- (f) Permissible fireworks means small firework devices containing not more than fifty (50) milligrams of explosive composition that are

- designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.
- (g) Recreational fire means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

Sec. 10-329. Unlawful acts.

During a Stage I, Stage II, or Stage III restriction, it shall be unlawful for any person to engage in acts prohibited by this Article within the municipal limits of the Town, including public, private, state and federal lands, while the restriction is in effect. The following table summarizes the prohibitions in place set forth by Sections 10-330 to 10-332 of this Article:

	None	Stage I	Stage II	Stage III
Burning of trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency flares	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks	Allowed	Allowed	Not Allowed	Not Allowed
Commercial pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires	Allowed	Allowed	Not Allowed	Not Allowed
Launching of Model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking outdoors	Allowed	Allowed	Not Allowed	Not Allowed
Outdoor welding, gas	Allowed	Allowed	Not Allowed	Not Allowed
torches, burning rods	7 III o w e u	7 Into Wed	110111110110	1 (ot 1 tho wea
Fires contained in liquid-				
fueled or gas-fueled stoves	Allowed	Allowed	Allowed	Not Allowed
and grills				
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Gasoline operated power				
tools equipped with a spark	Allowed	Allowed	Allowed	Not Allowed
arrestor				
Smoking indoors or in	Allowed	Allowed	Allowed	Allowed
enclosed vehicles	Allowed	Allowed	Anowed	Allowed
Burning in the performance of an official duty	Allowed	Allowed	Allowed	Allowed

Sec. 10-330. Stage I restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Burning of bonfires.
 - (e) Open burning.
 - (f) Launching of model rockets.
- (2) The declaration of a Stage I fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall allow:
 - (a) Use of permissible fireworks.
 - (b) Burning of recreational fires.
 - (c) Use of outdoor charcoal grills.
 - (d) Smoking indoors, outdoors, or within an enclosed vehicle.
 - (e) Outdoor welding, use of gas torches, or use of burning rods.
 - (f) Use of liquid or gas-fueled stoves and grills.
 - (g) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (h) Use of gasoline operated power tools equipped with a spark arrestor
 - (i) Burning in the performance of an official duty.

Sec. 10-331. Stage II restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Burning of bonfires.
 - (f) Open burning.
 - (g) Burning of recreational fires.
 - (h) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (j) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (k) Outdoor welding, use of gas torches, or use of burning rods.
- (2) The declaration of a Stage II fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance

- with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall allow:
 - (a) Use of liquid or gas-fueled stoves and grills.
 - (b) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (c) Use of gasoline operated power tools equipped with a spark arrestor
 - (d) Smoking indoors or within enclosed vehicles.
 - (e) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (f) Burning in the performance of an official duty.

Sec. 10-332. Stage III restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Commercial pyrotechnics.
 - (f) Burning of bonfires.
 - (g) Open burning.
 - (h) Burning of recreational fires.
 - (i) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (k) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (1) Outdoor welding, use of gas torches, or use of burning rods.
 - (m)Use of liquid or gas-fueled stoves and grills.
 - (n) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (o) Use of gasoline operated power tools, even if accompanied by a spark arrestor.
- (2) Unless prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall allow:
 - (a) Smoking indoors or within enclosed vehicles.
 - (b) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (c) Burning in the performance of an official duty.

Sec. 10-333. Prohibition on use of emergency flares and roadside fusees.

The use of emergency flares or roadside fusees is prohibited at all times.

Sec. 10-334. Requirements when and where outdoor fires are permitted.

When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place:

- (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe and in control.
- (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher.
- (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be:
 - (a) Twenty-five (25) feet for recreational fires.
 - (b) Fifty (50) feet for bonfires and open fires.

Sec. 10-335. Outdoor Smoking in the Business Zone District.

Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.

Sec. 10-336. Enforcement.

This Article shall be enforced by the Green Mountain Falls Town Marshal or his or her deputies, including thereby the administering agencies of the State and Federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any exception to the meaning, terms, or enforcement of this Article shall be granted only by the administering agency, and only if the proposed action is deemed by the Green Mountain Falls Town Marshal to be safe or mitigatable.

Sec. 10-337. Penalties.

Violation of this Article shall be a misdemeanor under Green Mountain Falls Municipal Code. The penalties for violation of this adopted Code are as set forth in a resolution or subsequent modifications thereof.

Sec. 10-338-340. Reserved.

Section 2. Section 97, Article IV, Chapter 11, of the Green Mountain Falls Municipal Code is amended to read as follows:

Sec. 11-97. Fires prohibited.

•••

- (b) It shall be unlawful to build fires in any place in or on park land during periods that the U.S. Forest Service rates the fire danger as very high or extreme for the Ute Pass area or when fire restrictions have been declared by the Fire District or County Fire Marshal, or when fire restrictions have been implemented by the town pursuant to Article XV, Chapter 10 of this Code.
- Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.
- <u>Section 4</u>. <u>Severability</u>. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
- <u>Section 5</u>. <u>Effective Date</u>. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 18th day of December, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the	day of, 2019.
ATTEST:	Tyler Stevens, Mayor Pro Tem
Laura Kotewa, Town Clerk/Treasurer	

Published in the Pike Peaks Courier, February 13, 2019.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018-12

AN ORDINANCE REPEALING AND REENACTING ARTICLE XV OF CHAPTER 10 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE REGARDING FIRE RESTRICTIONS

WHEREAS, under C.R.S. § 31-15-401(q), the Town has the general police power to "control and limit fires, including but not limited to the prohibition, banning, restriction, or other regulation of fires and the designation of places where fires are permitted, restricted, or prohibited";

WHEREAS, the Town wishes to establish the various stages of Town fire restrictions depending on the level of fire danger and provide for the authority and method of declaring such restrictions;

WHEREAS, the Town wishes to clarify the activities that are prohibited and allowed under each Town fire restriction stage; and

WHEREAS, for these purposes, the Green Mountain Falls Municipal Code is amended as follows.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

<u>Section 1</u>. Article XV, Chapter 10, of the Green Mountain Falls Municipal Code is repealed in its entirety and reenacted to read as follows:

ARTICLE XV - Fire Restrictions

Sec. 10-325. Purpose.

The purpose of this Article is to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, and surrounding areas by restricting open fires and open burning within the Town of Green Mountain Falls in order to prevent forest and grass fires, which, as a result of atmospheric conditions including lack of moisture and other local conditions, pose a significant danger to the Town and its citizens.

Sec. 10-326. Interpretation.

This Article shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of the Town of Green Mountain Falls, Colorado, by restricting open fires and open burning to prevent forest and grass fires.

Sec. 10-327. Authority.

The restrictions imposed by this Article shall take effect upon the issuance of an administrative order executed by the Town Manager or his or her designee, in consultation with the Fire Chief and the Fire Restriction Evaluation Guidelines, and shall remain in effect until rescinded by similar order. The authority granted by this Article is ongoing, and administrative orders may be issued from time to time as conditions warrant.

Sec. 10-328. Definitions.

As used in this Article, unless the context otherwise requires:

- (a) *Bonfire* means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.
- (b) Burning in the performance of an official duty means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.
- (c) Fire Restriction Evaluation Guidelines means that set of evaluation criteria currently in use by Federal, State and local fire suppression/management agencies for monitoring fuel moistures, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.
- (d) *Illegal fireworks* means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.
- (e) Open fire or open burning means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.
- (f) Permissible fireworks means small firework devices containing not more than fifty (50) milligrams of explosive composition that are

- designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.
- (g) Recreational fire means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

Sec. 10-329. Unlawful acts.

During a Stage I, Stage II, or Stage III restriction, it shall be unlawful for any person to engage in acts prohibited by this Article within the municipal limits of the Town, including public, private, state and federal lands, while the restriction is in effect. The following table summarizes the prohibitions in place set forth by Sections 10-330 to 10-332 of this Article:

	None	Stage I	Stage II	Stage III
Burning of trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency flares	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks	Allowed	Allowed	Not Allowed	Not Allowed
Commercial pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires	Allowed	Allowed	Not Allowed	Not Allowed
Model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking outdoors	Allowed	Allowed	Allowed*	Allowed*
Outdoor welding, gas torches, burning rods	Allowed	Allowed	Not Allowed	Not Allowed
Fires contained in liquid-fueled or gasfueled stoves and grills	Allowed	Allowed	Allowed	Not Allowed
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Gasoline operated power tools equipped with a spark arrestor	Allowed	Allowed	Allowed	Not Allowed
Smoking indoors or in enclosed vehicles	Allowed	Allowed	Allowed	Allowed
Burning in the performance of an official duty	Allowed	Allowed	Allowed	Allowed

*Outdoor smoking is permitted during Stage II and III restrictions, subject to the restrictions set forth in Sections 10-331 and 10-332.

Sec. 10-330. Stage I restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Burning of bonfires.
 - (e) Open burning.
 - (f) Launching of model rockets.
- (2) The declaration of a Stage I fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage I fire restriction shall allow:
 - (a) Use of permissible fireworks.
 - (b) Burning of recreational fires.
 - (c) Use of outdoor charcoal grills.
 - (d) Smoking indoors, outdoors, or within an enclosed vehicle.
 - (e) Outdoor welding, use of gas torches, or use of burning rods.
 - (f) Use of liquid or gas-fueled stoves and grills.
 - (g) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (h) Use of gasoline operated power tools equipped with a spark arrestor
 - (i) Burning in the performance of an official duty.

Sec. 10-331. Stage II restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Burning of bonfires.
 - (f) Open burning.
 - (g) Burning of recreational fires.
 - (h) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (j) Smoking outdoors except upon an improved nonflammable

- surface that is barren or cleared of all flammable materials.
- (k) Outdoor welding, use of gas torches, or use of burning rods.
- (2) The declaration of a Stage II fire restriction shall allow commercial pyrotechnics by permit only, such permit to be issued in accordance with Section 10-296 of this Code.
- (3) Unless prohibited elsewhere in this Code, the declaration of a Stage II fire restriction shall allow:
 - (a) Use of liquid or gas-fueled stoves and grills.
 - (b) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (c) Use of gasoline operated power tools equipped with a spark arrestor
 - (d) Smoking indoors or within enclosed vehicles.
 - (e) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (f) Burning in the performance of an official duty.

Sec. 10-332. Stage III restrictions.

- (1) Whether or not such activity is permitted or prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall prohibit:
 - (a) Burning of garbage and waste material.
 - (b) Use of emergency flares or roadside fusees.
 - (c) Use of illegal fireworks.
 - (d) Use of permissible fireworks.
 - (e) Commercial pyrotechnics.
 - (f) Burning of bonfires.
 - (g) Open burning.
 - (h) Burning of recreational fires.
 - (i) Launching of model rockets.
 - (i) Use of outdoor charcoal grills.
 - (k) Smoking outdoors except upon an improved nonflammable surface that is barren or cleared of all flammable materials.
 - (1) Outdoor welding, use of gas torches, or use of burning rods.
 - (m)Use of liquid or gas-fueled stoves and grills.
 - (n) Use of indoor open fireplaces and indoor wood-burning stoves, provided that chimneys are equipped with a functioning spark arrestor in compliance with applicable fire regulations.
 - (o) Use of gasoline operated power tools, even if accompanied by a spark arrestor.
- (2) Unless prohibited elsewhere in this Code, the declaration of a Stage III fire restriction shall allow:
 - (a) Smoking indoors or within enclosed vehicles.
 - (b) Smoking outdoors upon an improved nonflammable surface that is barren or cleared of all flammable materials.

(c) Burning in the performance of an official duty.

Sec. 10-333. Prohibition on use of emergency flares and roadside fusees.

The use of emergency flares or roadside fusees is prohibited at all times.

Sec. 10-334. Requirements when and where outdoor fires are permitted.

When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place:

- (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe an in control.
- (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher.
- (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be:
 - (a) Twenty-five (25) feet for recreational fires.
 - (b) Fifty (50) feet for bonfires and open fires.

Sec. 10-335. Outdoor Smoking in the Business Zone District.

Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.

Sec. 10-336. Enforcement.

This Article shall be enforced by the Green Mountain Falls Town Marshal or his or her deputies, including thereby the administering agencies of the State and Federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any exception to the meaning, terms, or enforcement of this Article shall be granted only by the administering agency, and only if the proposed action is deemed by the Green Mountain Falls Town Marshal to be safe or mitigatable.

Sec. 10-337. Penalties.

Violation of this Article shall be a misdemeanor under Green Mountain Falls Municipal Code. The penalties for violation of this adopted Code are as set forth in a resolution or subsequent modifications thereof.

Sec. 10-338-340. Reserved.

Section 2.	Section 97, Article IV	V, Chapter 11, of the	Green Mountain	Falls Municipa
Code is amended to	read as follows:			

Sec. 11-97. Fires prohibited.

...

- (b) It shall be unlawful to build fires in any place in or on park land during periods that the U.S. Forest Service rates the fire danger as very high or extreme for the Ute Pass area or when fire restrictions have been declared by the Fire District or County Fire Marshal, or when fire restrictions have been implemented by the town pursuant to Article XV, Chapter 10 of this Code.
- Section 3. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.
- <u>Section 4.</u> <u>Severability.</u> If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
- Section 5. <u>Effective Date</u>. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 18th day of December, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the	day of	, 2019.
ATTEST:	Tyler Stevens, Mayor	Pro Tem
Laura Kotewa, Town Clerk/Treasurer		
Published in the Pike Peaks Courier, February 13, 2019.		

GMF Fire Restrictions		Fire Restrictions		
		Stage 1	Stage 2	Stage 3
Burning of Trash	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Emergency Flares, roadside fusees	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Illegal Fireworks ¹	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Permissible Fireworks ²	Allowed	Allowed	Not Allowed	Not Allowed
Commercial Pyrotechnics	Permit	Permit	Permit	Not Allowed
Bonfires ³	Permit	Not Allowed	Not Allowed	Not Allowed
Open Burning ⁴	Permit	Not Allowed	Not Allowed	Not Allowed
Recreational Fires ⁵	Allowed	Allowed	Not Allowed	Not Allowed
Launching of model rockets	Allowed	Not Allowed	Not Allowed	Not Allowed
Outdoor charcoal grills	Allowed	Allowed	Not Allowed	Not Allowed
Smoking Outdoors	Allowed	Allowed	Not Allowed	Not Allowed
Outdoor welding, using gas torches, burning rods	Allowed	Allowed	Not Allowed	Not Allowed
Fires contained within liquid-fueled or gas-fueled stoves and grills	Allowed	Allowed	Allowed	Not Allowed
Indoor open fireplaces and wood-burning stoves	Allowed	Allowed	Allowed	Not Allowed
Chainsaws with appropriate spark arrestors	Allowed	Allowed	Allowed	Not Allowed
Smoking Indoors and within enclosed vehicles	Allowed	Allowed	Allowed	Allowed
Burning in service in the performance of an official duty ⁶	Allowed	Allowed	Allowed	Allowed

Sec. 10-334. **Requirements when and where outdoor fires are permitted**. When and where bonfires, recreational fires, or open burning are permitted, the following requirements shall be in place: (1) A person 18 years of age or older must be physically present and continuously monitoring and attending to the outdoor fire at all times to ensure it remains safe an in control. (2) Attendees of an outdoor fire must have a functioning and suitable extinguisher nearby such as a garden hose or dry chemical extinguisher. (3) The outdoor fire must be the requisite distance away from structures or combustible materials and must not at any point move any closer to the structure than the stated distance. Such requisite distance shall be: (a) Twenty-five (25) feet for recreational fires. (b) Fifty (50) feet for bonfires and open fires.

Sec. 10-335. **Outdoor Smoking in the Business Zone District**. Smoking outdoors in the Business Zone District is only permitted within ten (10) feet of a receptacle or ashtray designed for disposing of cigarette butts or similar discarded smoking items.

¹ Illegal fireworks means any composition or device, regardless of the mass of the explosive composition, designed to produce audible or visual effects by combustion that is illegal under State of Colorado law and includes without limitation: firecrackers, rockets, bottle rockets, roman candles, cherry bombs, mortars, and other similar items such as M-80s.

² Permissible fireworks means small firework devices containing not more than fifty (50) milligrams of explosive composition that are designed to produce audible or visual effects by combustion and which are non-explosive and not intended to leave the ground and includes fountains, ground spinners, illuminating torches, dipped sticks and sparklers, and other similar items.

³ Bonfire means an outdoor fire burning material other than rubbish or debris in which the fuel area exceeds the dimensions of a recreational fire, but which are no greater than eight (8) feet in diameter and four (4) feet in height, and which is located fifty (50) feet or more from any structure or combustible material.

⁴ Open fire or open burning means any outdoor fire that does not meet the requirements of a recreational fire or bonfire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney, and includes without limitation the burning of agricultural land, silvicultural lands, rangeland, wildland, ditches, trash, or debris for any purpose including without limitation wildfire risk reduction, pest control or prevention, crop management, or wildlife management.

⁵ Recreational fire means an outdoor fire burning material other than rubbish or debris with a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height, which is located twenty-five (25) feet or more from any structure or combustible material.

⁶ Burning in the performance of an official duty means engaging in any activity prohibited under this chapter by any Federal, State, or local officer, or member of a rescue or firefighting force organized, employed or contracted by a Federal, State or local firefighting, military, or police protection service where engaging in such activity is required for the performance of such duties.

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C:\Users\Tyler\Dropbox\GMFCPFD\Fire Ban\Fire Restrictions Table per Ord 2018-12.docx

BOARD OF TRUSTEES AGENDA MEMO

DATE:	AGENDA NO	SUBJECT:
Presented by:		Update on DOLA Flood Recovery Project Bid
Angie Sprang, Town Manager		110ject Bla

Recommend action:

Options include:

- 1. Accept bid proposal from Milestone to complete 50% of the projects for the remaining budgeted amount of \$146k. This option will complete ONLY the public safety critical projects, Maple & Midland culvert replacements.
- 2. Cancel the bid(s) and go through the bid process again (re-advertise it again). This option may delay the process, and could result in (1) a bid that could complete the project within budget, (2) a bid proposal for some of the projects, or (3) no bid proposals.

Background:

Flooding in 2018 resulted in damages to culverts on Maple, Midland, Iona, and El Paso. DOLA awarded grant funding with a 25% match the Town funding to repair the damages. Of those funds remains \$146k to complete the construction of all four projects. The engineer on the projects notes that the priority of the projects is as follows: (1) Maple, (2) Midland, (3) El Paso, (4) Iona, with Maple and Midland designated as health/safety critical. The bidding process resulted in one bid (attached). The bid for all 4 projects came in well over budget, and DOLA will not appropriate more funding for these projects. After negotiating with the bidder, the bidder submitted a reevaluated bid for only Maple and Midland in the amount of \$146k. The Town has until 12.31.2020 to use the DOLA funds, at which time the grant contract expires, and remaining funds will be reappropriated elsewhere to benefit another municipality.

Issue Before the Board:

Options include:

- 1. Accept bid proposal from Milestone to complete 50% of the projects for the remaining budgeted amount of \$146k. This option will complete ONLY the public safety critical projects, Maple & Midland culvert replacements.
- 2. Cancel the bid(s) and go through the bid process again (re-advertise it again). This option may delay the process, and could result in (1) a bid that could complete the project within budget, (2) a bid proposal for some of the projects, or (3) no bid proposals.

Conclusion

Staff presents the options above to the Board for a next steps discussion, motion, and vote.

TOWN OF GREEN MOUNTAIN FALLS

INVITATION FOR BIDS IFB NO.: 19-001

Sealed best-value bids for **Construction of Flood Repairs** for the Town of Green Mountain Falls (GMF) **will be received by the Town of Green Mountain Falls via Wilson & Company**, at 5755 Mark Dabling Boulevard, **Suite 220**, Colorado Springs, CO 80919, <u>UNTIL: AUGUST 28, 2019, AT 10:30 AM</u> at which time they will be publicly opened and read aloud. <u>Any questions need to be submitted no later than 10:30 a.m., Friday, August 23, 2019</u>, all technical questions need to be submitted in email or fax format.

A <u>Bid Security</u> in the form of a certified check, cashier's check or bid bond made payable to the Town of Green Mountain Falls, Colorado in the amount of 5% of your bid total <u>must accompany your bid</u>. The successful Contractor will be required to furnish a 100% Performance Bond and Payment Bond.

THE TOWN OF GREEN MOUNTAIN FALLS WILL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS. PLEASE USE WILSON & COMPANY OUR WEBSITE ONLY.

CONTACT WILSON & COMPANY AT
719-520-5800 TO REQUEST A SPECIFICATION PACKAGE OR LOG ONTO
OUR WEBSITE AT Ftp.Wilsonco.com TO DOWNLOAD DOCUMENTS.

There will be a \$25.00 charge for the plans and specifications on a CD. Cash or check ONLY, NO CREDIT CARDS.

Any questions regarding this bid should be directed to Andre Brackin, Senior Project Manager, email: Andre.Brackin@wilsonco.com or 719-339-3841.

WILSON & COMPANY, AGENT FOR TOWN OF GREEN MOUNTAIN FALLS

IFB NO.: 19-001 DATE: 2019

TOWN OF GREEN MOUNTAIN FALLS

RESPONSE CHECKLIST For Construction of Flood Repairs

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the bid.

Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation or provision not officially invited in this IFB (Invitation For Bids) may be cause for rejection of the bid.

Bidder shall check each box indicating compliance:

ADDENDUM(S) ACKNOWLEDGED (if applicable)

RESPONSE CHECKLIST

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

	BID BOND (5%)			
	COPIES OF GENERAL / VEHICLE LIABILITY INSURANCE and WORKERS' COMPENSATION			
	CERTIFICATES			
	CONTRACTOR'S QUALIFICATION STATEMENT			
	DECLARATION FORM			
	NON-COLLUSION AFFIDAVIT			
	WORK PLAN / SCHEDULE			
	BID FORM			
	ONE (1) ORIGINAL HARDCOPY SET AND ONE (1) COMPLETE COPY OF ALL BID DOCUMENTS			
•				
COI	MPANY NAME:	PHONE NUMBER:		
STF	REET ADDRESS:	FAX:		
STF	REET ADDRESS:	FAX:		
STF	REET ADDRESS:	FAX:		
	REET ADDRESS: Y, STATE, ZIP:	FAX: Email:		
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CIT	Y, STATE, ZIP:	Email:		
CIT	Y, STATE, ZIP: THORIZED REPRESENTATIVE NAME (PRINT):	Email: TITLE:		
CIT	Y, STATE, ZIP: THORIZED REPRESENTATIVE NAME (PRINT):	Email: TITLE:		

IFB NO.: **17-001** DATE: **January 17, 2017**

TOWN OF GREEN MOUNTAIN FALLS

GENERAL SPECIFICATIONS FOR Flood Repair Projects

The Town of Green Mountain Falls (GMF), El Paso County, Colorado, a Colorado municipality, is seeking written "best value" bids from qualified, experienced contractors to provide all labor, materials and equipment necessary for the construction of flood repairs for the Maple Street Bridge and the Midland Avenue culvert projects for the Town, as per these specifications and construction plans. This work is funded by the Town and through a grant from the Department of Local Affairs (DOLA.)

Background and General Information

The Town of Green Mountain Falls is located on the South side of US Highway 24, approximately 7 miles west of the Town of Cascade, which is 15 miles west of Colorado Springs at Interstate Highway 25. The flood repairs consist of four project locations. The Maple Street Bridge is located off Ute Pass Avenue near the intersection with Maple Street. The Midland Avenue culvert replacement is located near the intersection of Belvedere Avenue and Midland Avenue. Iona Street culvert replacement is located in a sharp curve (see map.) El Paso Trail Road is a surface drainage improvement located a half mile north of the intersection with Ute Pass near the Town Hall. These locations are within the jurisdictional limits of the Town of Green Mountain Falls. The work consists of culvert replacement and drainage improvements and access to allow access to private properties. Work areas lie within the Town's roads Rights of Way.

As these projects are maintenance repairs, no environmental assessment was required and no mitigation of impacts are required.

The construction contract is a working day contract and it is anticipated that the work can be completed in one construction season.

This project does not include utility relocations, but utilities are present with the project limits and must be protected during construction.

SCOPE OF WORK

These bid plans and specifications incorporate the document entitled "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", Colorado Department of Transportation, State of Colorado (2011), The bid specification documents also incorporate the document entitled "COLORADO STANDARD PLANS, and COLORADO DEPARTMENT OF TRANSPORTATION, M & S STANDARDS" (July 2017), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation "STANDARD SPECIFICATIONS", and their "COLORADO STANDARD PLANS - M & S STANDARDS" for use in bidding and construction of the project. Copies are available for examination at the office of the Owner.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011, controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods, procedures, materials, control of work, and bases of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation State of Colorado, 2011.

Construction signage shall follow the federal "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", latest edition.

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I. TECHNICAL REQUIREMENTS

These bid specifications incorporate the following documents, as if physically attached and bound herein:

- Standard Specifications for Road and Bridge Construction, Colorado Department of Transportation, State of Colorado, 2011 or most current edition
- Standard Plans: M & S Standards, Colorado Department of Transportation, 2012 or most current edition

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction* and *Standard Plans: M & S Standards* for use in bidding and construction of the project. Copies are available for examination at the office of the "Wilson & Company Agent for Town "Owner" (Wilson & Company, 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919).

The Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Colorado (2011) controls construction of this project. The majority of the methods, procedures, control of work, materials and basis of measurements not herein covered will comply with the "CDOT Standard Specifications", unless otherwise noted. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement.

Asphalt paving shall be performed in accordance with the CDOT Specifications for Road and Bridge Construction.

Construction and permanent signage shall follow the federal *Manual on Uniform Traffic Control Devices*, latest edition.

A. PROJECT STANDARD SPECIFICATIONS

The following Project Special Provisions supplement or modify the "CDOT Standard Specifications" and take precedence over the Standard Specifications and construction drawings.

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Certain terms utilized in the Specifications referred to above shall be interpreted to have different meanings (where applicable) within the scope of this Contract. When used in reference to compliance with laws and regulations, or the source of specifications or drawings, the terms shall retain their original meaning. A summary of redefinitions follows:

The following sections are amended for purposes of identification of the Owner and responsible parties for control of the construction of this project.

CONTRACT MODIFICATION ORDER: In addition to the definition given in the Standard Specifications, the term "Contract Modification Order" shall also include and be synonymous with the term "Change Order".

PROJECT ENGINEER: This term shall mean the duly assigned representative for the Town of Green Mountain Falls or designated representative.

OWNER: The term "OWNER" shall refer to the Town of Green Mountain Falls or designated representative

Other additional terms that may be utilized in the Standard Specifications shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

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GMF shall mean the Town of Green Mountain Falls.

CHIEF ENGINEER shall mean the Town of Green Mountain Falls or his designated representative.

COUNTY shall mean the GMF.

DEPARTMENT shall mean the GMF.

DEPARTMENT OF TRANSPORTATION shall mean the GMF.

DISTRICT ENGINEER shall mean the GMF or his designated representative.

DIVISION shall mean the GMF.

DIVISION OF HIGHWAYS, STATE OF COLORADO shall mean the GMF.

ENGINEER shall mean the GMF or his designated representative.

PROJECT ENGINEER shall mean the GMF or his designated representative.

REGIONAL TRANSPORTATION DIRECTOR shall mean the GMF or his designated representative.

STAFF CONSTRUCTION ENGINEER shall mean the GMF or his designated representative.

STATE, STATE OF COLORADO, OR STATE DEPARTMENT OF TRANSPORTATION OR CDOT" shall mean GMF (where applicable).

AWARD OFFICER shall mean the GMF or his designated representative.

REVISION OF SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.01 - Pre-Qualification of Bidders, is deleted in its entirety.

Subsection 102.05 shall include the following:

The following information is available for the Contractor's review and such information is not considered to be a part of the Contract:

- a. Hydraulics Data (pdf)
- b. Existing Bridge Assessment (pdf)
- c. Nationwide Permit (NWP) 14(pdf)
- d. Floodplain Development Permit (pdf)
- e. Construction Contract (GMF)
- f. General Conditions to the Contract

The construction plans for bidding purposes are not signed and sealed. Signed and sealed plans will be furnished to the successful contractor at the time of contract award.

The successful bidder may obtain from the District, at no cost, the plans and Project Special Provisions. Additional sets of plans and other available data may be purchased on a cash sale basis

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at current reproduction prices. Subcontractors and suppliers may obtain plans and other data from the successful bidder or they may purchase copies on a cash sale basis.

REVISION OF SECTION 103 AWARD AND EXECUTION OF CONTRACT

Section 103 of the Standard Specifications is hereby deleted in its entirety.

B. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as specified in Revision to Section 108. The Contractor shall complete all work within 120 working days after receiving the "Notice to Proceed". The Contract is a working Day Contract, with the option for the SFTRMD to allow work at night, weekends and holidays with approval by the Project Engineer.

Salient features to be shown on the Contractor's Progress Schedules are:

- 1. Award of Project
- 2. Staging area
- 3. Submittal of Stormwater Permit
- 4. Submittal of Performance Bond
- 5. Receipt of Notice to Proceed
- 6. Mobilization and Construction Signing
- 7. Construction Surveying
- 8. Erosion Control BMP's
- 9. Structure Temporary Access Road
- 10. Traffic Control
- 11. Bridge Construction
- 12. Earthwork
- 13. Signing and Striping
- 14. Removal of Existing Culverts

The Contractor must schedule his work to compete the project within the time shown.

C. PROJECT SPECIAL PROVISIONS:

(Index and text included as separate document due to size)

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D. PROJECT STANDARD SPECIAL PROVISIONS: (Index and text included as separate document due to size)

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Revision of Section 101 & 630 – Construction Zone Traffic Control

Revision of Section 105 – Construction Surveying

Revision of Section 106 – Construction of Compliance & Certified Test Reports

Revision of Section 106 - Material Sources

Revision of Section 106 – Suppliers List

Revision of Section 106, 627, & 713 – Glass Beads for Pavement Marking

Revision of Section 107 – Responsibility for Damage Claims,

Insurance Types, and Coverage Limits

Revision of Section 107 – Warning Lights for Work Vehicles & Equipment

Revision of Section 107 – Water Quality Control (Contractor Obtained

Stormwater Permit)

Revision of Sections 107 & 208 – Water Quality control under One Acre

Of Disturbance

Revision of Section 108 – Delay & Extension of Contract Time

Revision of Section 108 – Holiday Weekend

Revision of Section 108 – Liquidated Damages

Revision of Section 108 – Project Schedule

Revision of Section 108 – Subletting of Contract

Revision of Section 108 – Payment Schedule (Single Fiscal Year)

Revision of Section 109 – Compensation for Compensable Delays

Revision of Section 109 – Measurement of Quantities

Revision of Section 109 – Prompt Payment

Revision of Section 109 – Scales

Revision of Sections 202, 627, & 708 – Pavement Marking Paint

Revision of Sections 203, 206, 304, & 613 – Compaction

Revision of Section 206 – Structure Backfill at Bridge Abutments

Revision of Sections 206 & 601 – Maturity Meters & Concrete Form

& Falsework Removal

Revision of Section 208 – Erosion Control

Revision of Section 212 - Seed

Revision of Section 213 – Mulching

Revision of Section 216 – Soil Retention Covering

Revision of Section 250 – Environmental, Health & Safety Management

Revision of Section 401 – Compaction of Hot Mix Asphalt

TOWN OF GREEN MOUNTAIN FALLS FLOOD REPAIRS SPECIAL PROVISIONS

Green Mountain Falls, CO

PROJECT STANDARD SPECIAL PROVISIONS (Continued)

2011 Specification Book

Index

Revision of Sections 412, 601, & 711 – Liquid Membrane-Forming Compounds for Curing Concrete

Revision of Section 512 – Bearing Device Testing

Revision of Section 518 – Bridge Expansion Device

Revision of Section 601 – Class B, BZ, D, DT & P Concrete

Revision of Section 601 – Class H & HT Bridge Deck Concrete

Revision of Section 601 – Concrete Batching

Revision of Section 601 – Concrete Finishing

Revision of Section 601 – Concrete Slump Acceptance

Revision of Section 601 –QC Testing Requirements for Structural Concrete

Revision of Section 601 – Structural Concrete Strength Acceptance

Revision of Sections 601 & 701 – Cements & Pozzolans

Revision of Sections 603, 624, 705, 707, & 712 – Drainage Pipe

Revision of Section 612 – Delineators

Revision of Section 614 & 713 – Sign Panel Sheeting

Revision of Section 618 – Prestressed Concrete

Revision of Section 627 & 713 – Modified Epoxy Pavement Marking

Revision of Section 630 – Retroreflective Sign Sheeting

Revision of Section 702 – Bituminous Materials

Revision of Section 703 – Aggregate for Bases (Without RAP)

Revision of Section 703 – Aggregate for Hot Mix Asphalt

Revision of Section 703 – Concrete Aggregate

Revision of Section 709 – Epoxy Coated Reinforcing Bars

Revision of Section 712 – Geotextiles

Revision of Section 712 – Water for Mixing or curing Concrete

Revision of Section 713 – Reflectors for Delineators & Median Barrier

Railroad Insurance

Special Construction Requirements, Fire Protection Plan

E. GENERAL

- 1. Bidders must use the Bid Form included with this Invitation for Bid (IFB). Bidders must fill in accurately and completely all forms included herein and may attach additional pages if more space is needed. The additional information requested in these specifications is to be included with or attached to the submitted bid.
- 2. Bidders must provide customer references on or with the qualification statement form included in this bid. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the work requested herein in order to submit a bid. Include copies of licenses/certifications with the bid.
- 3. No bid will be accepted from, nor will any contract be awarded to, any person or firm, who is in arrears to District, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the District, or who is deemed irresponsible or unreliable by District. The District reserves the right to award as is deemed in the best interest of Santa Fe Trail Ranch Metropolitan District.
- 4. It is not the intent of these specifications to cover each and every detail. Any problems that may arise must be promptly reported to the District, and will be subject to the decision of the District. The bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid. The bidder certifies it has checked carefully all the specifications, drawings and figures, and understands that the District will not be responsible for any errors or omissions on the part of the bidder in compiling and submitting this bid. The bidder has examined the location(s) of the proposed work, and is familiar with the specifications and all Contract documents related thereto, and the local conditions at the place where the work is to be done. The bidder has checked carefully all the quantities, and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making this bid. All work performed shall meet all federal, state and local regulations and codes. The bidder furthermore agrees, if awarded a Contract for work included in this proposal, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.
- 5. The bidder agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including any testing required to approve an alternate source of backfill. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required. Surcharges are not allowed.
- 6. Work Schedule/Plan: Bidders need to include a Work Schedule/Plan showing how they will meet the Town's timeframe and maximize construction efficiency to provide the best value to the Town. Schedules submitted for this bid shall assume an Award Date of 2019. Mobilization and Construction is to start 2019. Bidders shall clearly identify any proposed construction phasing with the bid proposal.
- 7. After work has started under a contract award for this bid, the Contractor shall maintain a sufficient work force, machinery and materials, on site at all times to ensure a smooth progression of work and a timely completion of the Project within the allotted time. Contractor shall be

required to maintain rigid control of all materials, which must comply with the specifications as stated. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries.

- 8. A **Pre-Construction Conference is to be held before work is started on this project.** This conference will be held at Wilson & Company, 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919. The selected contractor shall attend the Pre-Construction Conference. It is anticipated that the Notice to Proceed shall be issued by the District prior to the date of the Pre-Construction Conference. The Town of Green Mountain Falls will determine the actual starting date, which will not occur before award of a contract.
- 9. **Labor**: The Contractor shall conform to all the provisions of the Federal, State and Local laws and regulations relating to labor.
- 10. **Right-of-Way**: Work is to be done within the road Right-of-Way.
- 11. **Surveying:** Construction surveying shall be performed by the Contractor.
- 12. Warranty: Contractor must verify all dimensions, measurements and amounts, and insure safety and security of the work. The successful Contractor shall, at a minimum, guarantee all work and materials incorporated into this project for a minimum of one (1) year following the date of final acceptance by the District. If it is necessary for the Contractor to do warranty work and repair some work and/or materials, the Contractor shall guarantee like work and like materials that required repair for a minimum of two (2) years following the date of final completion of the repair work.
- 13. **Inspections:** The Town of Green Mountain Falls will provide quality assurance inspection. Quality control is the contractor's responsibility.
- 14. Pricing: For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the District. Any approved changes shall be based upon the unit prices.

F. CONTRACTOR RESPONSIBILITIES

- 1. Legal Relations and Responsibility To The Public: The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the work or which in any way affect the conduct of work, or Contractor's ability to perform the work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town of Green Mountain Falls and its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order or decree, whether by itself or its employees.
- 2. **CONSTRUCTION WORK AREA:** The Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the District.
- 3. CHARACTER OF WORKERS, METHODS, and EQUIPMENT: The Contractor shall at all times employ sufficient labor and equipment to properly perform the work per this bid. All workers shall have sufficient skill and experience to properly perform the work assigned them. All equipment, which is proposed to be used on the work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the work. If in the opinion of GMF, employees and/or a

certain type of equipment are not producing the work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.

- 4. **SAFETY:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State and local regulations, including but not limited to the Occupational Safety and Health Administration (OSHA).
- 15. LOAD RESTRICTIONS & TRUCK ROUTES: Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over base or surface courses shall be only as directed by the County Engineer. The Contractor shall be responsible for all damage done by their hauling equipment. Suppliers shall also use Town designated truck routes for all through traffic, deviating from the route(s) only at the point closest to the pick-up or drop-off of goods or materials.

G. UNACCEPTABLE AND UNAUTHORIZED WORK:

- 1. The Contractor will be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
- 2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the District.
- 3. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.

H. EMERGENCY CANCELLATION OF CONTRACT

- 1. In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the District may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in the Town of Green Mountain Falls, to such an extent that budgeted monies will have to be used for other more pressing purposes, the Town may cancel the Contract, per the provisions of the Contract, without defaulting on the Contract. Such Notice of Cancellation shall be processed through the Town of Green Mountain Falls Board of Trustees and the Mayor.
- 2. The Contractor will be paid for the amount of work completed and materials used under the Contract to the date of cancellation of said Contract, for all work deemed acceptable to the District. The Contractor will also be paid for materials obtained for the project but not incorporated in the work performed, said materials becoming the property of the Town of Green Mountain Falls, with the Contractor executing and delivering titles for said materials to the Town representative. Settlement for the work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the work.

I. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT:

- 1. Partial payment will be made no more frequently than once a month, for work satisfactorily completed, and accepted by the Project Engineer, as the work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the Project Engineer of the value of work performed and materials furnished and placed in accordance with the Contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the work performed including location(s), quantities, unit prices and extended prices. The Town shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the District of the entire Contract work. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the Town of Green Mountain Falls.
- 2. Prior to acceptance by the District of the project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the District.
- 3. Upon notice from the Contractor of presumptive completion of the entire contracted work, the District Engineer will make an inspection. If all the work provided per the Contract is found to have been satisfactorily completed, the Project Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Town will submit a Notice of Substantial Completion from which a Notice of Final Payment will be published by District. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
- 4. Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released the Town of Green Mountain Falls from all claims arising from the prosecution of all work under the Contract, and after Notice of Final Payment has been published by the Town.
- 5. The Town reserves the right to not approve payment wherein the service claimed on the invoice is not, in the Town's sole opinion, satisfactory or cannot be adequately verified by the Town. If the Town has to supply services and/or contract with another vendor for the services contracted hereunder, due to contractor's inability to perform as required, the cost will be charged back to the contractor.
- 6. Method of Payment and Invoices: The Contractor shall be responsible for invoicing the Town. Contractor shall submit invoices to the Town which shall contain at a minimum the following detailed information: contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice. Payment is Net 30 days after receipt of invoice.

II. BID PROCESS REQUIREMENTS

A. **INQUIRIES:** Bidders finding fault in the specifications contained in this IFB should notify the District representative named below, no later than five (5) days prior to the bid opening. The individual listed below is the <u>only</u> representative of the District with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. <u>All</u> contact regarding this IFB shall be to Andre Brackin, (719) 339-3841, e-mail: andre.brackin@wilsonco.com, or FAX: (719) 520-0108, preferably by email or fax. <u>All questions are due no later than 10:30 a.m., Thursday, 2019; all technical questions need to be submitted in email or fax format.</u>

- B. There will be a MANDATORY PRE-BID CONFERENCE held on Tuesday, January 31, 2019 at 10:30 A.M. at the Maple Street Bridge Site Location, Only firms attending this conference will be considered for award of contract. When attending the pre-bid conference, please bring your business card. The conference attendee shall be an agent of the bidder, familiar and involved in the bidder's work and the bidding process.
- C. BID SUBMISSION: Bids must be received in the Wilson & Company office, 5755 Mark Dabling Boulevard, Suite 220, Colorado Springs, CO 80919 no later than Tuesday February 7, AT 10:30 AM at which time they will be publicly opened and read aloud. Bids must be mailed or delivered in a sealed package to the above stated address and identified as "IFB No.:19-001 Construction of Flood Repairs" in the bottom left-hand corner of the envelope.

<u>Bid Bond</u>: Each bid must be accompanied by a bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to the Town of Green Mountain Falls.

- D. BID FORM: Bidders must completely fill out the Forms included in this bid, but may attach additional pages if more space is needed. These documents are available in MS Word format and/or MS Excel to facilitate filling out the forms, bidders may send an email requesting the documents in a non-pdf format. Bids shall be complete and signed by an authorized representative of the bidder. Failure to submit all information requested may result in the Town of Green Mountain Falls requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Town.
- E. **INSURANCE REQUIREMENTS**: For bid purposes, bidders must submit <u>copies</u> of certificates of insurance for general liability and workers' compensation, as referenced on the Response Checklist. The successful contractor will be required to provide original certificates for Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, naming the Town of Green Mountain Falls as an additional insured, along with an original Workers Compensation certificate, with a 30-day cancellation notice, and maintain such coverage for the duration of the bid award/contract. The successful bidder shall provide this proof of insurance within ten (10) days of Notice of Award.
- F. **BEST VALUE BID EVALUATION CRITERIA:** Additional technical information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:
 - 1. Completeness of bid and compliance to the IFB specifications & requirements.
 - 2. Vendor's experience and qualifications **pertinent** to the project requirements (include information with Qualification Statement).
 - 3. Vendor's financial stability (include information with Qualification Statement).
 - 4. References: include information with Qualification Statement; and prior performance (if applicable).
 - 5. **Workplan / Schedule**: describe/show how vendor plans to schedule the work by task; availability of vendor's materials, equipment & labor, to begin contract and perform quality work on schedule, and to complete the work as specified (include information with Qualification Statement).
 - 6. Prices.
- G. **BID AWARD:** Issuance of this IFB and receipt of bids does not commit the District to award a contract. The Town reserves the right to postpone opening, to accept or reject any or all bids

received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB. Any contract awarded between the Town and the successful bidder may consist of a Construction Contract (GMF format), this IFB and any addendums, the submitted bid, the resulting Contract, and original certificates of insurance. If bidder does not agree with any terms or conditions of the standard solicitation and award documents, the bidder <u>must present its exceptions to the standard terms and conditions with its bid.</u> If no concerns are expressed by bidder, the Town shall consider that all terms and conditions of the standard contract documents shall control. GMF reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

- H. **TERM OF CONTRACT:** The term of the contract will be from date of award through project completion.
- I. **IFB REQUIREMENTS:** Bids must be received in duplicate form (one original **and** one complete copy of **all** bid documents), **signed** by an authorized representative of the bidder. By submitting a bid, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this IFB, (2) attended the Mandatory Pre-Bid Conference, and (3) are capable of performing quality work in the necessary timeframe to achieve the Town's objectives.

THE FOLLOWING INFORMATION MUST BE PROVIDED ON OR WITH THE BID FORM INCLUDED IN THIS IFB:

- 1. RESPONSE CHECKLIST (completed, **and signed** by authorized representative).
- 2. All items on the Response Checklist.
- 3. Addendum(s) Acknowledged/signed (if applicable).
- 4. Provide evidence of vendor's financial stability, on or with the Qualification Statement.
- 5. Brief summary of vendor's background & experience, including references (3 minimum), on or with Qualification Statement.
- 6. List of other projects and firm's availability to complete this project in the County's noted timeframe, on or with Qualification Statement.
- 7. References, 3 minimum (on or with Qualification Statement).
- 8. **Submit a schedule/plan** for required work, showing how you will meet the Town's timeframe and maximize construction efficiency. **Assume an Award date of February 27, 2017.**
- 9. Unit and Extended Price for all Bid Items.
- 10. Force account items
- 11. Total Project Price
- 12. Bid Form (completed and signed by authorized representative).

J. OTHER DOCUMENTS INCLUDED FOR REVIEW:

- 2. Documents listed in Project Special, Revision of Section 102:
 - a. Hydraulics Data (pdf)
 - b. Existing Bridge Assessment (pdf)
 - c. Nationwide Permit (NWP) 14(pdf)
 - d. Floodplain Development Permit
 - e. Construction Contract (GMF)
 - f. General Conditions to the Contract

GMF RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON BIDDER'S ABILITY TO MEET OR EXCEED MINIMUM SPECIFICATIONS, FUNCTIONALITY, PRICE, DISCOUNTS, QUALITY, DELIVERY, QUANTITY OR AVAILABILITY OF MATERIALS, LEAD TIME, INSTALLATION, QUALIFICATIONS, EXPERIENCE, REFERENCES, MANPOWER, EQUIPMENT, INSURANCE, SCHEDULING, OR CAPABILITY OF BIDDERS TO PROVIDE OR PERFORM THE REQUIREMENTS, AND ACCEPT THE BID(S) THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF GREEN MOUNTAIN FALLS.

19-001 Specifications Construction of Flood Repairs Page 15

Any questions regarding the contents of this IFB should be directed to Andre Brackin, P.E., Senior Project Manager, at 719-339-3841, or email at andre.brackin@wilsonco.com

IFB NO.: 19-001 **DATE**: 2019

TOWN OF GREEN MOUNTAIN FALLS DECLARATION FORM for Construction of Flood Repairs (El Paso County, CO)

TO: Town of Green Mountain Falls EL PASO COUNTY, COLORADO

I have examined the specifications for the proposed work.

I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule.

I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the District, in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer's list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

I hereby propose to furnish all labor, equipment, materials and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and Bid Specifications and under the direction and instructions of the Project Engineer or his authorized representative, for the prices shown in the bid schedule.

I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman's Compensation insurance.

I agree that any extra work and/or materials which the Project Engineer may order in writing is to be paid for either at a unit price and extended price or as a lump sum as agreed upon prior to the work. Force account bills will be checked and signed at the end of each day by the Project Engineer or his designated representative and the Contractor's Representative provided that nothing for which a bid price is provided in this bid schedule is to be classed as extra work.

I hereby agree to execute a Contract and provide Bonds as required within ten (10) days, or such further time as may be allowed in writing by the Project Engineer, after receiving the Notification of Award based on this bid. If I do not respond within the designated time frame, the Town may proceed to award the contract to another, to re-advertise the work for bids or proceed in any lawful manner deemed advisable. The Bid Bond accompanying my Bid shall become forfeited to the Town as liquidated damages.

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to abide by any changes thereof as may be designated in writing by the Project Engineer and mutually agreed to.

It is agreed that in case the Contract is awarded to another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

RESPECTFULLY SUBMITTED: AUTHORIZED SIGNATURE:	
COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP:	
DATE:	
PHONE:	
ATTEST:	

This Bid must be signed in ink by a signing officer for the company. When a corporation is the bidder, the person signing shall state under the laws of what state the corporation was chartered and the name and title of the officer having authority under the bylaws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of their authority to do so.

IFB NO.: 19-001 **DATE**: February 7, 2017

TOWN OF GREEN MOUNTAIN FALLS

NON-COLLUSION AFFIDAVIT for Construction of Flood Repairs (El Paso County, CO)

ST	ATE	OF) ss				
COUNTY OF)						
Α.		, being first duly sworn, deposes and says that:				
	1.	Representative is the (Owner, partner, officer, representative or agent) of (name of firm) who is submitting the attached bid.				
	2.	Representative is fully informed respecting the preparation and contents of the bid and of all				
	3.4.5.	pertinent circumstance respecting such bid; Such information provided as a response to IFB NO.: 19-001 is genuine and not collusive; No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed contract; and The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including				
	6.	this affidavit. Signed:				
B. \$ 201		scribed and sworn to before me this day of, (NOTARY PUBLIC)				
Му	Cor	nmission Expires:				

IFB NO.: 17-001 **DATE**: February 7, 2017

TOWN OF GREEN MOUNTAIN FALLS

CONTRACTOR'S QUALIFICATION STATEMENT for Construction of Flood Repairs (El Paso County)

This statement will provide information which will enable the Town to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bids (IFB) or Request for Proposals (RFP). Please complete this form in its entirety and submit it along with the other required bid documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.
(PRINT or TYPE) FIRM NAME:
ADDRESS:
CITY STATE ZIP:
PHONE: FAX: Email:
AUTHORIZED REPRESENTATIVE NAME:
AUTHORIZED REPRESENTATIVE TITLE:
AUTHORIZED REPRESENTATIVE SIGNATURE (sign here):
1. TYPE OF BUSINESS Corporation Individual Joint Venture 2. TYPE OF LICENSE & LOCATION
Partnership Joint Venture
3. CONTRACTOR CLASSIFICATION General Contractor Plumbing Contractor Roofing Contractor Other (Please Specify): Electrical Contractor Hvac Contractor Asbestos Removal
4. NUMBER OF YEARS IN BUSINESS:
5. On a separate sheet provide a brief history of your firm, staff size and experience, include a resume for the project manager and each key personnel assigned to this project.
6. What other name(s) has your company operated under:
7. Have you or your firm ever failed to complete any work awarded to you? NO YES IF "YES", EXPLAIN:

Has y	our firm or any	partners or officers ever been involved in any bankruptcy action? IF "YES", EXPLAIN:
Are yo	ou presently in	volved in any litigation with an owner or other government agency? IF "YES", EXPLAIN type, kind, plaintiff, defendant, etc. and state the current status (attach pages if necessary):
projec (NOTI packa	t; contact name, E: Detailed info ge.)	projects (local or state-wide) from last five (5) years: (include location, address, phone number; size of project (contract \$ amount): rmation on these projects may also be requested in the solicitation
2		
2 3		
List contact name, (NOTI packa	urrent similar p et address, teleph E: detailed info ge.)	
List c contac name, (NOTI packa	urrent similar p et address, teleph E: detailed info ge.)	projects (local or state-wide) under contract: (include location of project none number, size of project (contract \$ amount).
3. List contact name, (NOTI packa	urrent similar p et address, teleph E: detailed info ge.)	projects (local or state-wide) under contract: (include location of project none number, size of project (contract \$ amount).

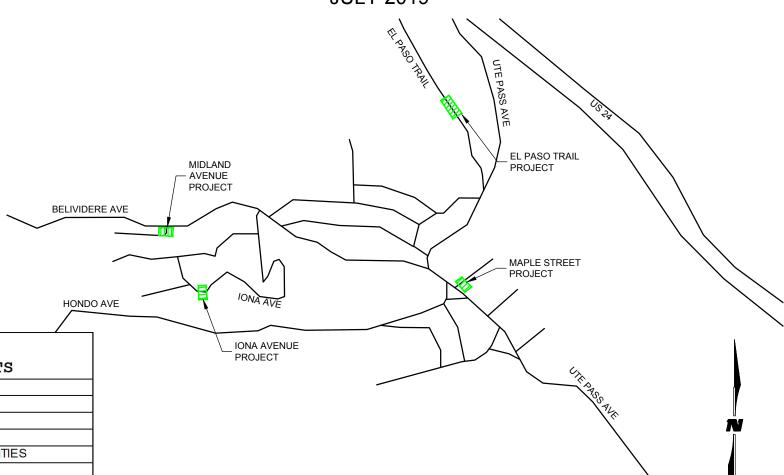
14.	BONDING COMPANY AND AGENT: Company Name:							
	Agent Name: (A) Current Bonding			Phone:				
	(B) Largest Individual	Project Bond To Date:	\$					
15.	SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: Company Name:							
	Agent Name:			Phone:				
	e Signatory of this que luding the following ite	stionnaire guarantees tl ems:	he truth and a	ccuracy of all state	ements herein,			
1.		ther liquid assets availabler undertakings, in the am		et, \$ 				
2.	Following is a list of al	I work I/We have under co	ontract at the p	resent time:				
Loc	ation of Work	Character of Work		Total \$ Amount	% Complete	Date Comple ted		
3.	The proposed work ha	s been inspected by the		sentative (list name a				
4.	If awarded the Contract necessary):	ct, I/We propose to carry	out the work ac	ccording to the follow	wing plan (attach	pages if		
5. EQU etc.)	JIPMENT (fully describe: s	railable for the work the for ize, condition, years of servi			D	ded): ATE VAILABLE		
6.	I/We expect to purcha Paragraph 1 of this for	ase the following equipmerm by \$	ent, which will re		quick assets inc	licated in		
7.	I/We expect to rent the	e following equipment:						

Jua	ification Statement
8.	List of Material Suppliers to be used for this project: (include name, address, phone number, type of material):
9.	I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor* must be given.)

IFB 11-039

TOWN OF GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

MAPLE STREET, EL PASO TRAIL, MIDLAND AVENUE AND IONA AVENUE **JULY 2019**



SHEET NO.	INDEX OF SHEETS					
GENERAL SHEETS						
1	TITLE SHEET					
2	GENERAL NOTES					
3	STANDARD PLANS LIST					
4	SUMMARY OF APPROXIMATE QUANTITIES					
5	SURVEY CONTROL					
6	GEOMETRIC SUMMARY PLAN					
	MAPLE STREET					
7	SITE LAYOUT PLAN					
8	CHANNEL PLAN & PROFILE					
	EL PASO TRAIL					
9	TYPICAL SECTIONS					
10	SITE LAYOUT PLAN					
11	ROADWAY RPOFILES					
	MIDLAND AVENUE					
12	SITE LAYOUT PLAN					
13	CHANNEL PLAN & PROFILE					
	IONA AVENUE					
14	SITE LAYOUT PLAN					
15	CHANNEL PLAN & PROFILE					
16 - 18	STORMWATER MANAGEMENT GENERAL NOTES					
19	MAPLE & EL PASO SEEDING PLAN					
20	MIDLAND & IONA SEEDING PLAN					
APPENDIX A	STANDARD DRAWINGS					

PROJECT LOCATION MAP NTS



GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

									ВУ
									DESCRIPTION
									DATE
									REV.
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DE	SIGI	NED	BY	: _				N	ΑB
-	DRAWN BY: NAB								
CHECKED BY: APB									
DATE: 7/12/19									

COVER SHEET

SHEET NO:

- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
- THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE TOWN OF GREEN MOUNTAIN FALLS.
- 5. SUBMITTALS SHALL BE MADE FOR ALL PROJECT MATERIALS.
- 5. THE CONTRACTOR SHALL NOTIFY THE TOWN OF GREEN MOUNTAIN FALLS PUBLIC WORKS DEPARTMENT AT LEAST SEVEN DAYS BEFORE STARTING CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS OR ANY CONSTRUCTION WITHIN THE COUNTRY RIGHT-OF-WAY.
- 7. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE TOWN.
- 8. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE TOWN AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
- 9. ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.
- APPROVAL OF THESE PLANS BY THE TOWN OF GREEN MOUNTAIN FALLS DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAVE BEEN ISSUED.
- 11. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE TOWN DOES NOT AUTHORIZE THE CONTRACTOR TO VIOLATE ANY FEDERAL, STATE, COUNTY OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
- 12. UTILITY LINES SHOWN OF THE PLAN SHEETS ARE APPROXIMATE AND PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES BY POTHOLING AND THE PROTECTION OF ALL UTILITIES IN PLACE
- 13. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 OR 1-800-922-1987 THREE BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING
- 14. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE TOWN OF GREEN MOUNTAIN FALLS ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING THE CONSTRUCTION.
- 15. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS. USE OF ANY PRIVATE AREAS OUTSIDE OF THE EASEMENT FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE TOWN OF GREEN MOUNTAIN FALLS PRIOR TO USAGE.
- UNLESS OTHERWISE STATED IN THE ITEM SPECIFICATION, ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE RELATED WORK ITEM.
- 17. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE TOWN OF GREEN MOUNTAIN FALLS.
- 18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE.
- 19. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS OUTSIDE THE LIMITS OF WORK.
- 20. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT MANAGER.

- 21. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATIONS SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO THE UNCLASSIFIED EXCAVATION OR EMBANKMENT MATERIAL (203) BID ITEM. WATER FOR DUST PALLIATIVE OR ANY PROJECT ACTIVITY SHALL NOT BE TAKEN FROM THE CREEK.
- 22. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE.
- 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH AN APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN COLORADO.
- 24. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF CATAMOUNT OR FOUNTAIN CREEK OR ANY DRAINAGE PATH.
- 25. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR MAINTAINING A MINIMUM OF ONE TRAFFIC LANE OPEN THROUGH THE TEMPORARY ROAD AND CREEK CROSSING AND SHALL BE PAID UNDER TRAFFIC CONTROL PAY ITEM. LUMP SUM.
- 26. THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAGGERS AND DEVICES NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. NO WORK WITHIN ANY TOWN RIGHT-OF-WAY MAY BEGIN UNTIL A TRAFFIC CONTROL PLAN HAS BEEN SUBMITTED TO AND APPROVED BY THE TOWN OF GREEN MOUNTAIN FALLS.
- 27. THE CONTRACTOR SHALL SUBMIT MHT'S FOR APPROVAL FROM THE TOWN OF GREEN MOUNTAIN FALLS FOR TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES
- 28. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TEMPORARY ROAD AND CREEK CROSSINGS AT MIDLAND AVENUE SITE AND MAPLE STREET SITE AND ALL ASSOCIATED WORK WILL BE INCLUDED IN TEMPORARY STREAM CROSSING PAY ITEM. LOCATION OF CROSSINGS IS SHOWN CONCEPTUALLY IN THE PLANS.
- 29. POTHOLING IS ANTICIPATED TO BE NECESSARY AT THE MIDLAND AVENUE SITE TO CONFIRM WATER AND GAS LINES ARE NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS. DURING THE DESIGN PROCESS POTHOLING WAS PERFORMED AS SHOWN ON THE SITE LAYOUT PLANS FOR MIDLAND AVENUE AND EL PASO TRAIL. CONTRACTOR SHALL COORDINATE WITH UTILITY OWNERS AS NECESSARY.
- 30. TREE REMOVALS ADJACENT TO OVERHEAD UTILITIES ARE ANTICIPATED TO BE NECESSARY AT MIDLAND AVENUE AND MAPLE STREET SITES. COORDINATE WITH UTILITY OWNERS FOR APPLICABLE REQUIREMENTS AND TIMING OF TREE REMOVALS.
- 31. CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATION OF STAGING AND OBTAINING ALL NECESSARY AGREEMENTS, PERMITS AND OR EASEMENTS.
- 32. DEWATERING IS ANTICIPATED TO BE REQUIRED AT MIDLAND AVENUE AND MAPLE STREET SITES. THIS WORK WILL BE PAID UNDER WATER CONTROL PAY ITEM.

Utility Contact List

Owner	Contact	Phone	Email
Colorado Springs Utilities (water)	Matt Williams	719-668-7211	Matthew Williams < mlwilliams@csu.org>
Colorado Springs Utilities (electric)	Cindy-Lou Hyde	719-668-5887	chyde@csu.org
Comcast	Dale Stewart	719-306-2767	Dale_Stewart@comcast.com
CenturyLink	Sally Klein	719-636-4329	Sally.Klein@CenturyLink.com
Black Hills Energy	Tom Pougue	719-502-7585	tom.pougue@blackhillscorp.com

SHEET NO:

SHEET TITLE

PLAN	NEW	OR	М	STANDARD	PAGE
NUMBER	REVIS	SED		TITLE	NUMBER
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M-607-2		CHAIN	LINK FENCE (3	3 SHEETS)	103-105
M-607-3		BARR!	ER FENCE		106
M-607-4			FENCE, GATES, A	AND GAME RAME	S (5 SHEETS) 107-109
M-607-10)	PICKE	T SNOW FENCE		
M-607-15	5	ROAD	CLOSURE GATE	(9 SHEETS)	111-119
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M-609-1		CURB:	, GUTTERS, AND	SIDEWALKS (4	SHEETS) (REVISED ON 126-129
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M-613-1		ROADY	WAY LIGHTING ((4 SHEETS)	132-135
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M-620-12	:	FIELD	OFFICE CLASS	2	148
M-629-1		SURV	Y MONUMENTS	(2 SHEETS)	149-150

COLORADO
DEPARTMENT OF TRANSPORTATION
M&S STANDARDS PLANS LIST
July 04, 2012

Revised on May 03, 2019

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

NEW OR REVISED STANDARD PLAN SHEETS APPLICABLE TO THIS PROJECT, INDICATED BY A MARKED BOX ■, WILL BE ATTACHED TO THE PLANS.

PLAN N	1E.M	OR S STANDARD PAGE
NUMBER F	REVIS	<u>FED TITLE NUMBER</u>
S-612-1		DELINEATOR INSTALLATIONS (8 SHEETS) (NEVISED ON APRIL 12, 2018). 151-157
S-614-1		GROUND SIGN PLACEMENT (2 SHEETS) (REVISED ON DECOMBER 12, 2014). 158-159
S-614-2		CLASS I SIGNS (REVISED ON JUNE 24, 2016)
S-614-3		CLASS II SIGNS 161
S-614-4		CLASS III SIGNS (3 SHEETS) (REVISED ON DECEMBER 17, 2014)
S-614-5		BREAK-AWAY SIGN SUPPORT DETAILS (REVISED ON FEBRUARY 8, 2017) . 165-166 FOR GROUND SIGNS (2 SHEETS)
S-614-6		CONCRETE FOOTINGS AND SIGN ISLANDS
S-614-8		TUBULAR STEEL SIGN SUPPORT DETAILS (7 SHEETS)
S-614-9		PEDESTRIAN PUSH BUTTON POST ASSEMBLY (REVISED ON MAY 24, 2016) 174
S-614-10		MARKER ASSEMBLY INSTALLATIONS
S-614-11		MILEPOST SIGN DETAIL FOR HIGH SNOW AREAS
S-614-12		STRUCTURE NUMBER INSTALLATION (2 SHEETS)
S-614-14		FLASHING BEACON AND SIGN INSTALLATIONS (3 SHEETS)178-180
S-614-20		TYPICAL POLE MOUNT SIGN INSTALLATIONS
S-614-21		CONCRETE BARRIER SIGN POST INSTALLATIONS
S-614-22		TYPICAL MULTI-SIGN INSTALLATIONS
S-614-40		TYPICAL TRAFFIC SIGNAL INSTALLATION DETAILS 184-188 (5 SHEETS) (REVISED ON JUNE 17, 2016)
S-614-40A		ALTERNATIVE TRAFFIC SIGNAL INSTALLATION DETAILS 189-192 (4 SHEETS) (REVISED ON JUNE 17, 2016)
S-614-41		TEMPORARY SPAN WIRE SIGNALS (NEVISED ON APRIL 02, 2015)
S-614-42		CABINET FOUNDATION DETAIL (4 SHEETS)194-197
S-614-43		TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS198-207 (10 SHEETS)
S-614-44		PEDESTAL POLE SIGNALS (2 SHEETS) (REVISED ON JUNE 17, 2016)
S-614-50		STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)
S-614-60		DYNAMIC SIGN MONDTUBE STRUCTURES (14 SHEETS)220-233 (REVISED ON JANE 17, 2016)
S-627-1		PAVEMENT MARKINGS (8 SHEETS) (REVISED ON FEBRUARY 68, 2017)234-238
S-630-1		TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION
S-630-2		BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP)
S-630-3		FLASHING BEACON (PORTABLE) DETAILS
S-630-4		STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION261-262 DETAILS (2 SHEETS)
S-630-5		PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS) 263-264- (REVISED ON AUGUST 13, 2015)
S-630-6		EMERGENCY PULL-OFF AREA (TEMPORARY)265
S-630-7		ROLLING ROADBLOCKS FOR TRAFFIC CONTROL

S STANDARD

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NEW OR

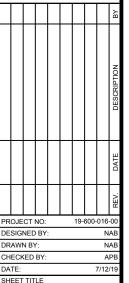
CITY OF COLORADO SPRINGS:
STANDARD DRAWING D-6 (CURB AND GUTTER)

&COMPANY
5755 MARK DABLING BLVD. SUITE 220
COLORADO SPRINGS, CO 80919
PHONE, 719–520–5800

PAGE



GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS



STANDARD PLANS LIST

SHEET NO:



GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

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SUMMARY OF
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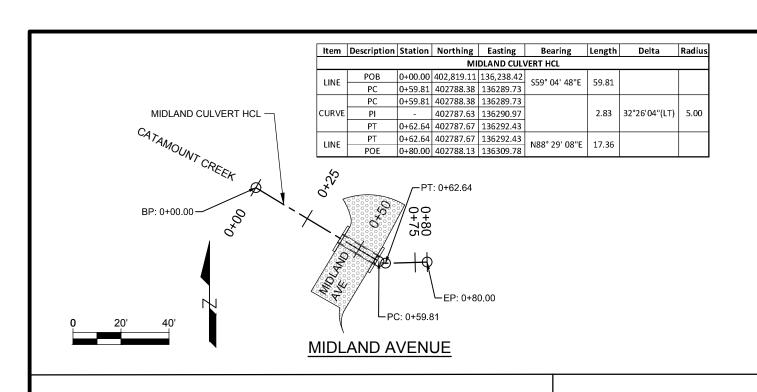
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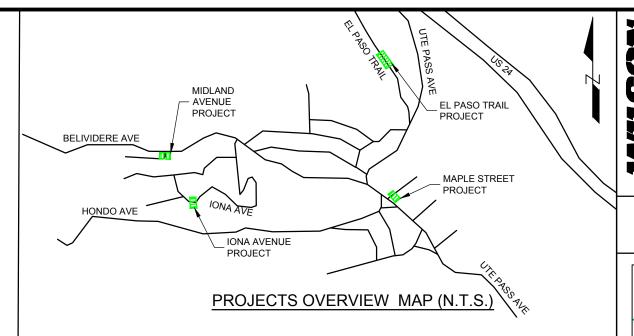
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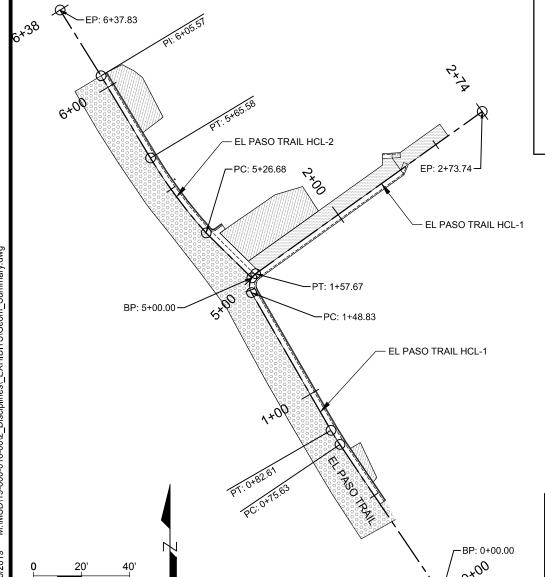
QUANTITIES

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El Paso Trail Midland Avenue Iona Avenue Maple Street **PAY ITEM DESCRIPTION** UNIT PLAN **FINAL** FINAL PLAN **FINAL** PLAN FINAL PLAN NO. 201-00001 CLEARING AND AND GRUBBING LS 1 202-00015 REMOVAL OF HEADWALL **EACH** 2 0 2 0 202-00035 REMOVAL OF PIPE LF 23 0 16 36 202-00200 REMOVAL OF SIDEWALK SY 0 2 0 0 202-01000 REMOVAL OF FENCE LF 80 12 30 0 203-00010 UNCLASSIFIED EXCAVATION (C.I.P.) CY 25 0 0 0 203-00060 EMBANKMENT MATERIAL (C.I.P.) 20 CY 50 20 10 203-01597 | POTHOLING HR 0 4 4 0 CY 15 206-00510 | FILTER MATERIAL (CLASS A) 6 0 0 207-00205 TOPSOIL CY 95 16 23 3 208-00002 | EROSION LOG (12 INCH) LF 50 50 50 50 208-00045 CONCRETE WASHOUT STRUCTURE EΑ 1 0 LS 208-00400 WATER CONTROL 1 1 1 1 208-00520 TEMPORARY STREAM CROSSING LS 0 0 1 1 ACRE 212-00006 SEEDING (NATIVE) 0.20 0.04 0.05 0.01 213-00003 MULCHING (WEED FREE) ACRE 0.02 0.02 0.01 216-00037 SOIL RETENTION BLANKET (COCONUT) SY 290 28 109 0 304-06007 AGGREGATE BASE COURSE (CLASS 6) 73 CY 22 16 8 403-33721 HOT MIX ASPHALT (GRADING S)(75)(PG 58-28) TON 0 13 0 0 SY 52 36 55 17 420-00114 GEOTEXTILE (DRAINAGE) (CLASS 3) 506-00030 GROUTED RIPRAP CY 21 0 14 0 CY 506-00209 RIPRAP (9 INCH) 17 0 0 3 506-00212 RIPRAP (12 INCH) CY 6 19 10 35 506-00218 RIPRAP (18 INCH) CY 0 0 0 6 601-01000 CONCRETE CLASS B CY 8.7 0 0 0 LF 603-01425 42 INCH REINFORCED CONCRETE PIPE (C.I.P.) 0 0 19 0 LF 603-01485 48 INCH REINFORCED CONCRETE PIPE (C.I.P.) 32 0 0 0 603-05048 48 INCH REINFORCED CONCRETE END SECTION **EACH** 0 0 2 0 603-10180 | 18 INCH CORRUGATED STEEL PIPE LF 0 42 603-30018 18 INCH STEEL END SECTION EΑ 0 0 0 1 607-11450 FENCE SPLIT CEDAR LF 12 48 50 0 609-21021 CURB AND GUTTER TYPE 2 (SECTION II-M) LF 0 187 0 0 609-21029 CURB AND GUTTER TYPE 1 (C.O.C.S.) LF 95 0 0 609-24004 | GUTTER TYPE 2 (4 FOOT) LF 23 0 0 612-00002 | DELINEATOR (TYPE II) **EACH** 4 0 8 4 615-00050 EMBANKMENT PROTECTOR TYPE 5 **EACH** 0 0 1 0 620-00020 SANITARY FACILITY EΑ 1 1 625-00000 | CONSTRUCTION SURVEYING LS 626-00000 MOBILIZATION LS 1 1 1 LS 630-00019 TRAFFIC CONTROL 1







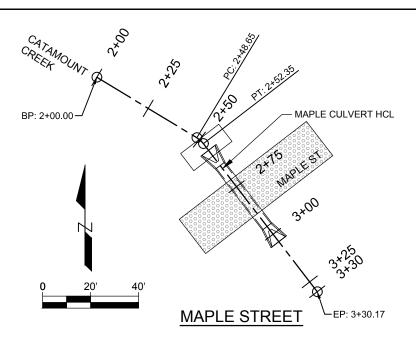
EL PASO TRAIL

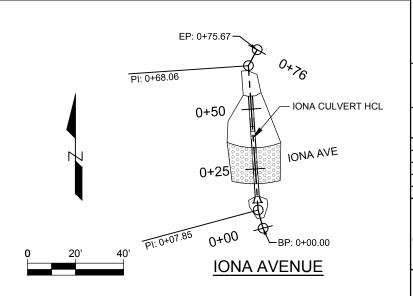
Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius	
	MAPLE CULVERT HCL								
LINE	POB	2+00.00	402,426.73	138,782.43	S58° 47' 54"F	48.65			
LINE	PC	2+48.65	402401.53	138824.04	336 47 34 E	46.03			
	PC	2+48.65	402401.53	138824.04					
CURVE	PI	-	402400.56	138825.64		3.70	3.70	21°12'39"(RT)	10.00
	PT	2+52.35	402399.08	138826.78					
LINE	PT	2+52.35	402399.08	138826.78	S37° 35' 15"E	77.82			
LINE	POE	3+30.17	402337.41	138874.25	33/ 33 13 E	//.62			

Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius	
	EL PASO TRAIL HCL-2								
LINE	POB	5+00.00	403,899.57	138,753.46	N45° 26' 17"W	NIAES OCI ADIIM	26.68		
LIINE	PC	5+26.68	403,918.29	138,734.45		20.00			
	PC	5+26.68	403,918.29	138,734.45		38.89			
CURVE	PI	-	403,932.77	138,721.37			11°01'54" (RT)	202.00	
	PT	5+65.58	403,949.48	138,711.31					
LINE	PT	5+65.58	403,949.48	138,711.31	N31° 03' 58"W	39.99			
LIIVL	PT	6+05.57	403,983.73	138,690.67	N31 03 38 W	39.55			
LINE	PT	6+05.57	403,983.73	138,690.67	N31° 50' 27"W	32.27			
LINE	POE	6+37.83	404,011.14	138,673.65	143T 20 27 VV	32.27			

Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius		
	EL PASO TRAIL HCL-1									
LINE	POB	0+00.00	403,767.45	138,832.47	N34° 00' 21"W	75.63				
LINE	PC	0+75.63	403,830.14	138,790.17	N34 00 21 W	75.05				
	PC	0+75.63	403,830.14	138,790.17						
CURVE	PI	-	403,833.03	138,788.22		6.98	4°00'04"(RT)	100.00		
	PT	0+82.61	403,836.06	138,786.47						
LINE	PT	0+82.61	403,836.06	138,786.47	N30° 00' 17"W	66.22				
LINE	PC	1+48.83	403,893.40	138,753.36	NSO 00 17 W					
	PC	1+48.83	403,893.40	138,753.36						
CURVE	PI	-	403,898.11	138,750.64		8.84	84°23'46"(RT)	6.00		
	PT	1+57.67	403,901.28	138,755.06						
LINE	PT	1+57.67	403,901.28	138,755.06	N54° 23' 29"E	116.08				
LIINE	POE	2+73.74	403,968.87	138,849.43	N34 23 29 E	110.08				

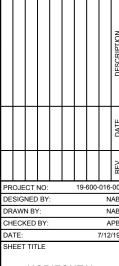
Item	Description	Station	Northing	Easting	Bearing	Length	Delta	Radius	
	IONA HCL								
LINIE	РОВ	0+00.00	402,252.68	136,595.28		7.85			
LINE	PT	0+07.85	402,260.27	136,593.24		7.85			
LINE	PT	0+07.85	402,260.27	136,593.24	N3° 51' 31"W	CO 21	60.21		
LINE	PT	0+68.06	402,320.34	136,589.19	N2 21 31 W	60.21			
LINE	PT	0+68.06	402,320.34	136,589.19	N28° 45' 33"E	7.60			
LINE	POE	0+75.67	402,327.01	136,592.84	NZO 45 33 E	7.60			





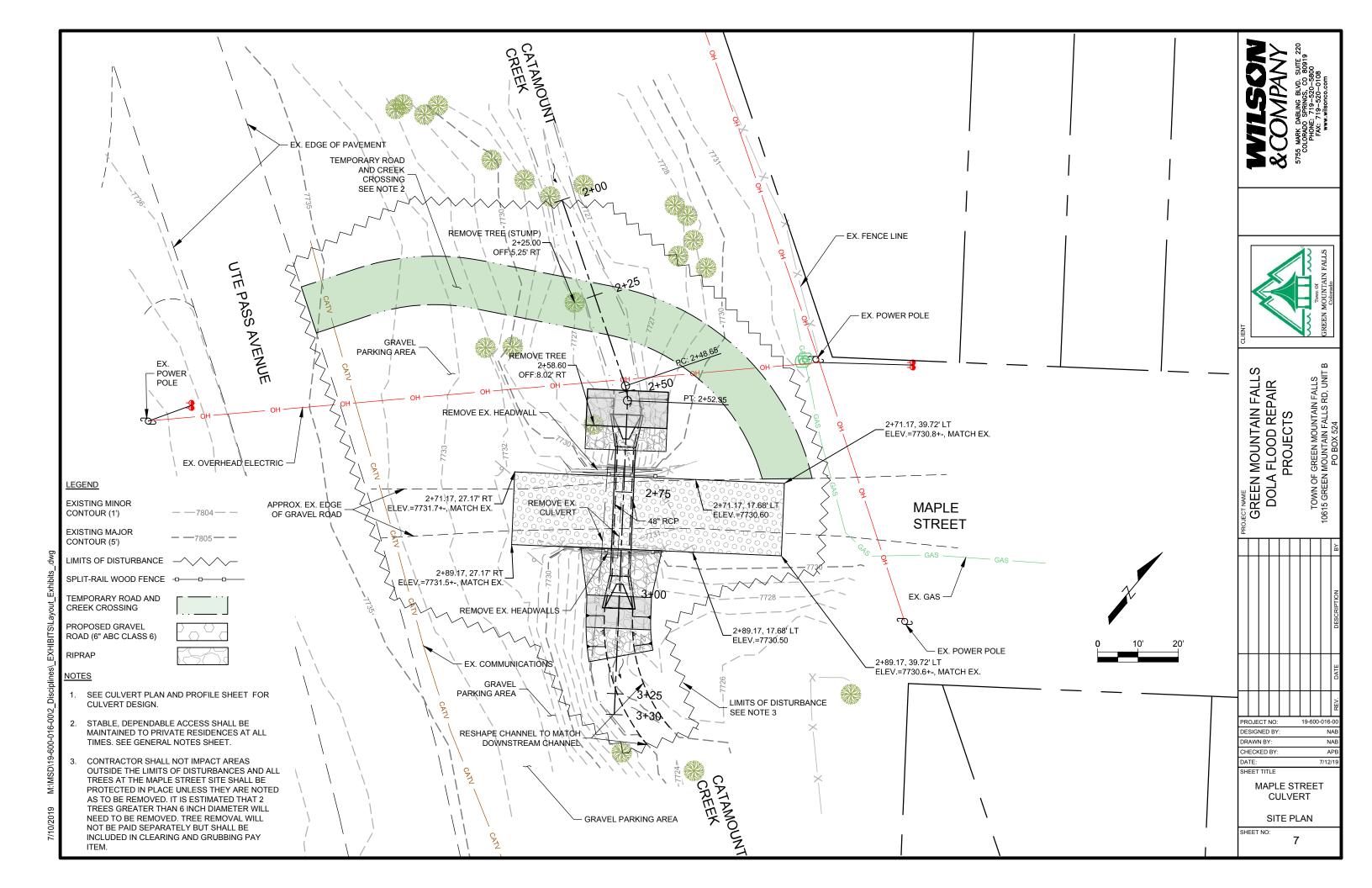


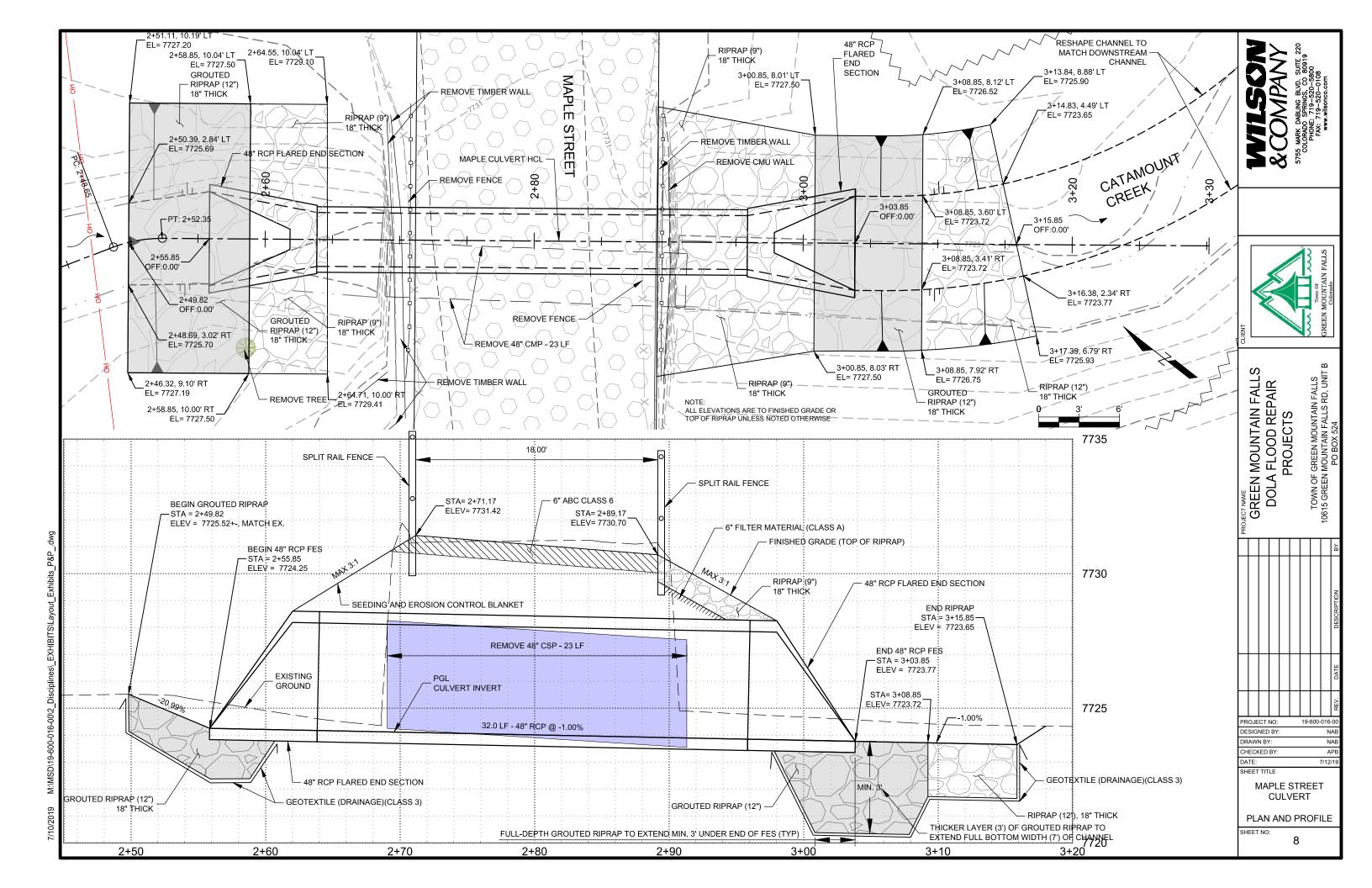
GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS



HORIZONTAL GEOMETRY SUMMARY PLAN

SHEET NO:





EL PASO TRAIL TYPICAL ROADWAY SECTION 2 (LOOKING NORTHEAST)

ALIGNMENT: EL PASO TRAIL HCL-1 STA 1+48.83 TO 2+53.32



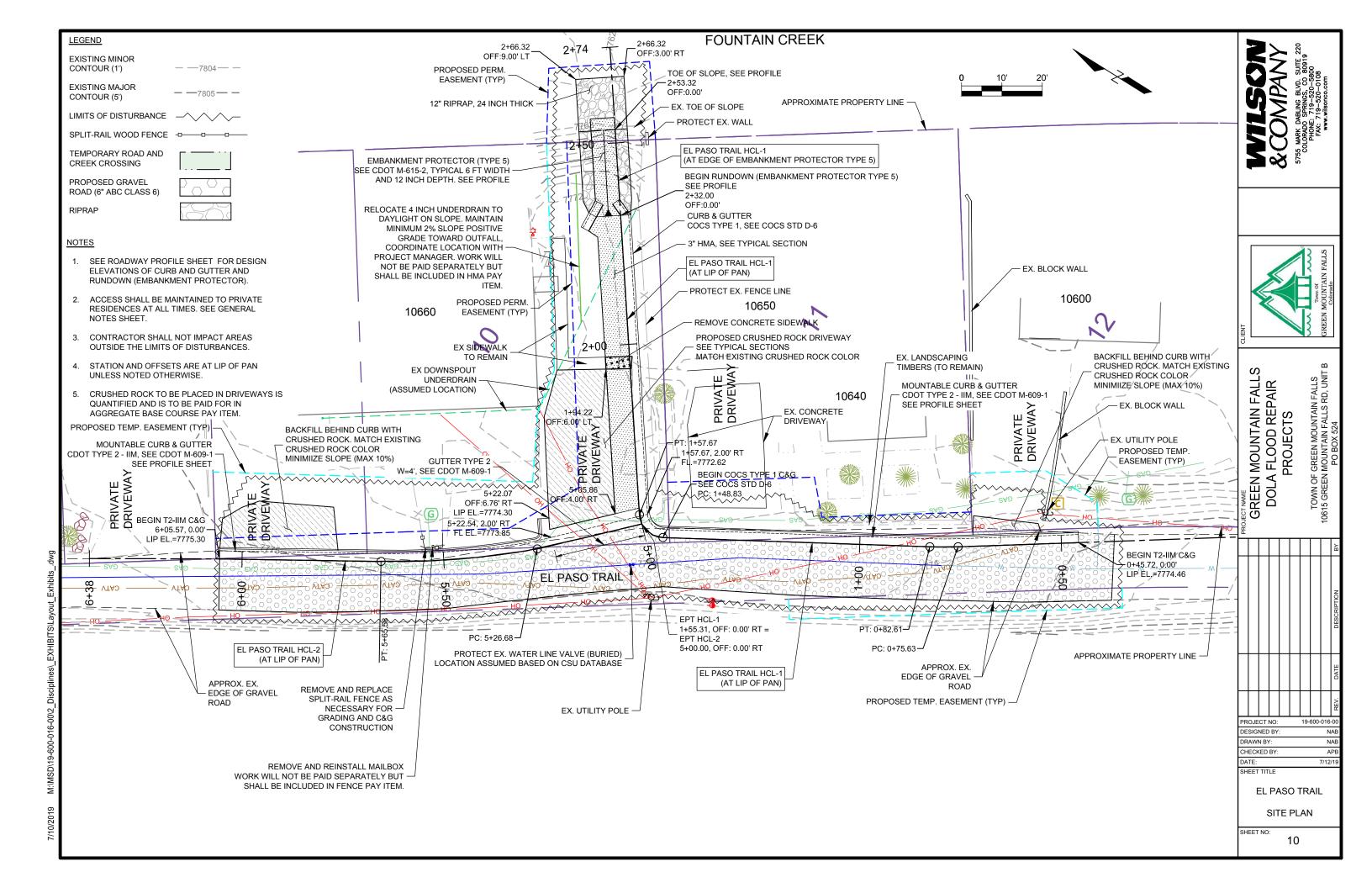
GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS

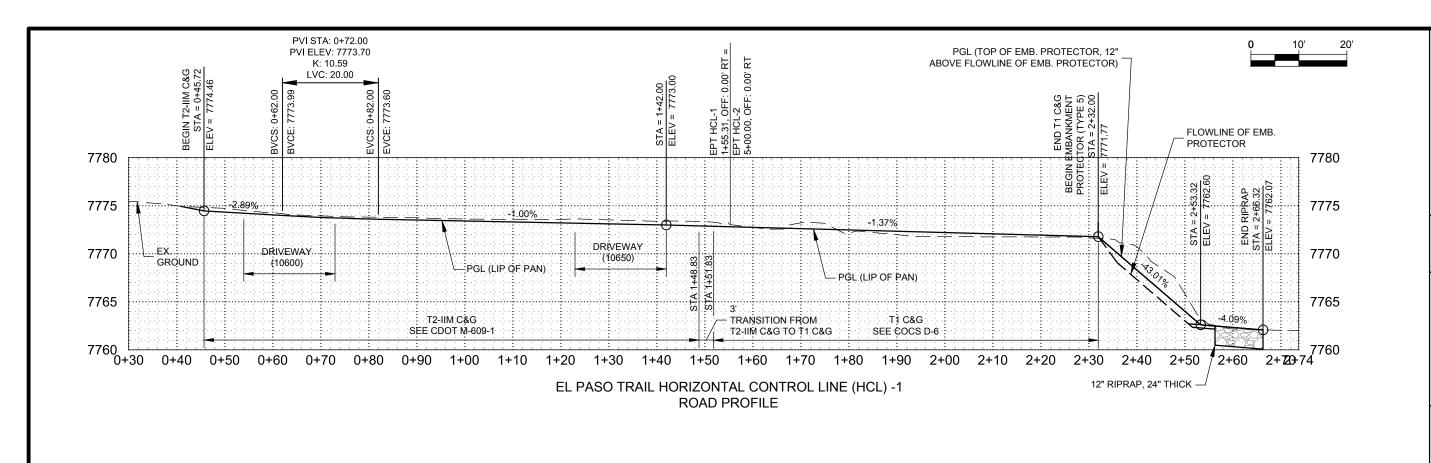
DESIGNED BY: DRAWN BY: CHECKED BY

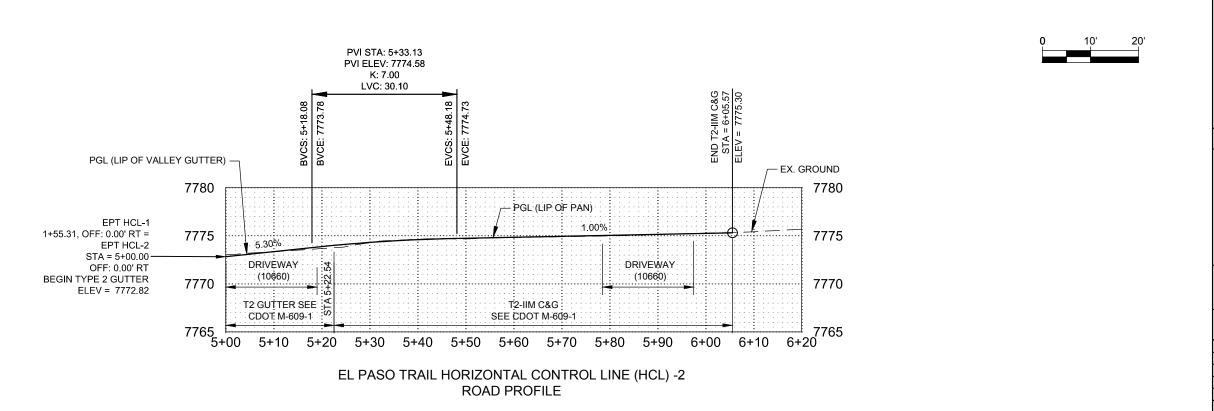
SHEET TITLE

EL PASO TRAIL

TYPICAL SECTIONS









GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS

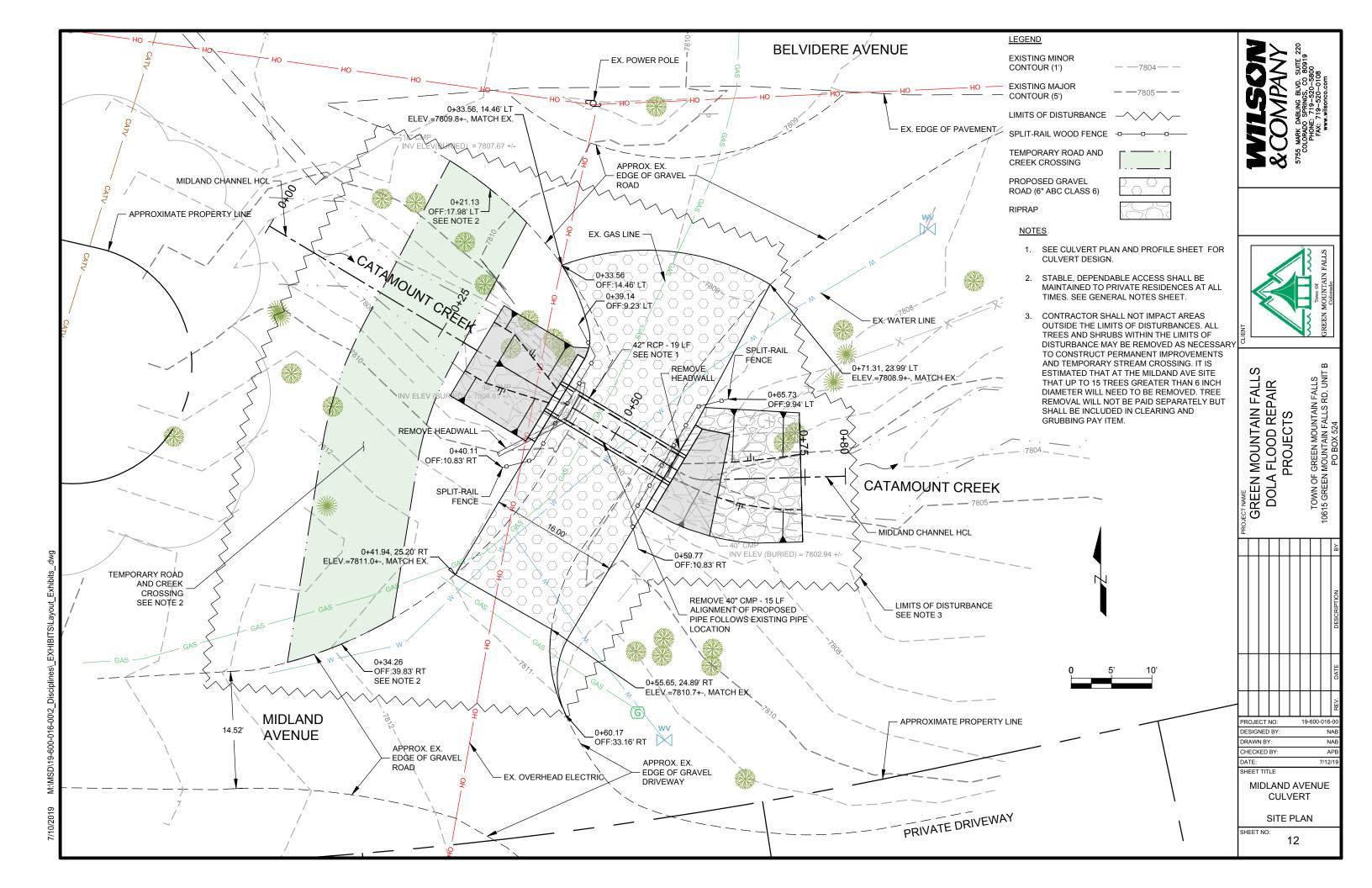
TOWN OF GREEN MOUNTAIN FALLS RD, UNIT B DO BOY 524

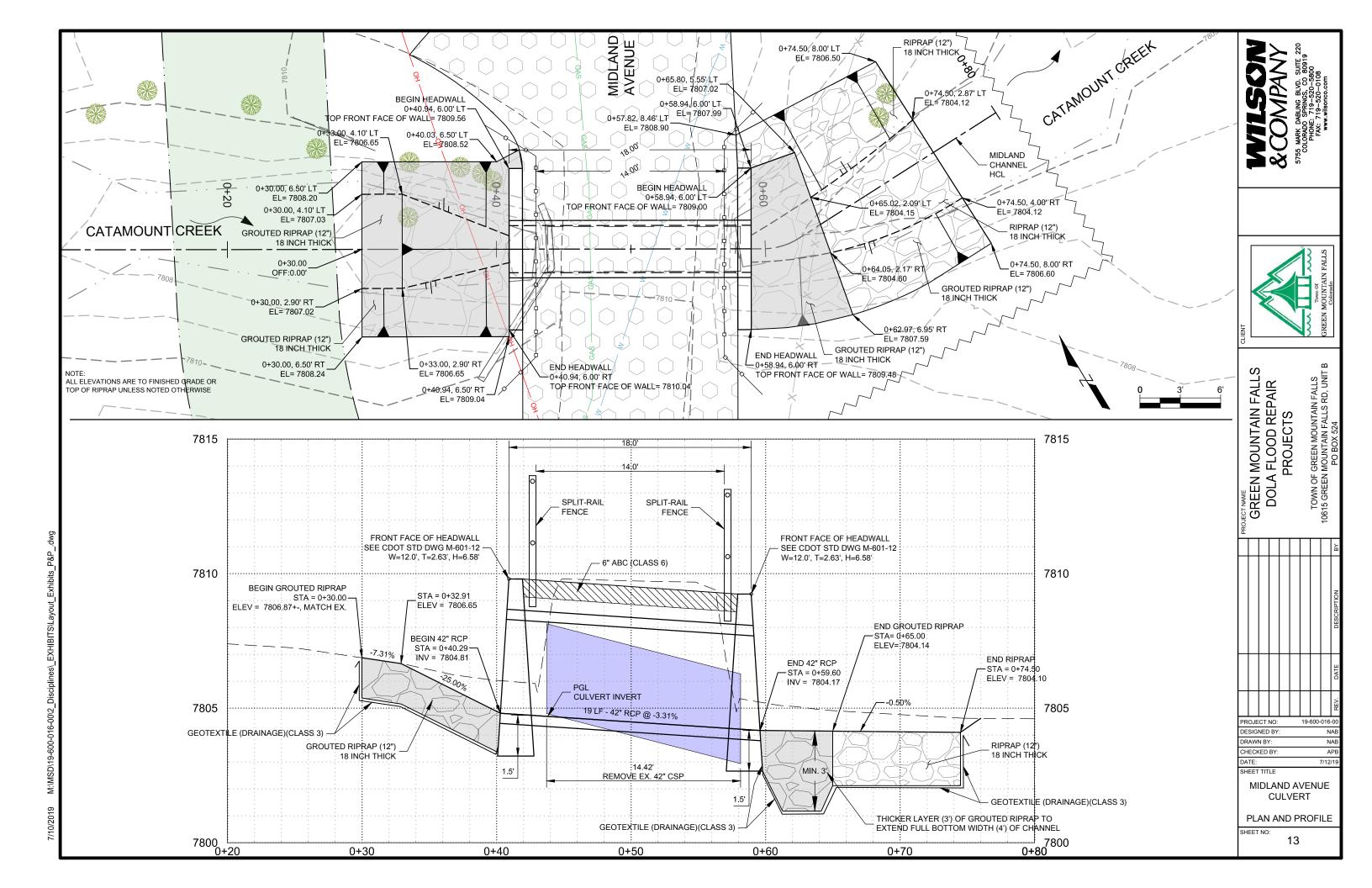
PROJECT NO: DESIGNED BY: DRAWN BY:

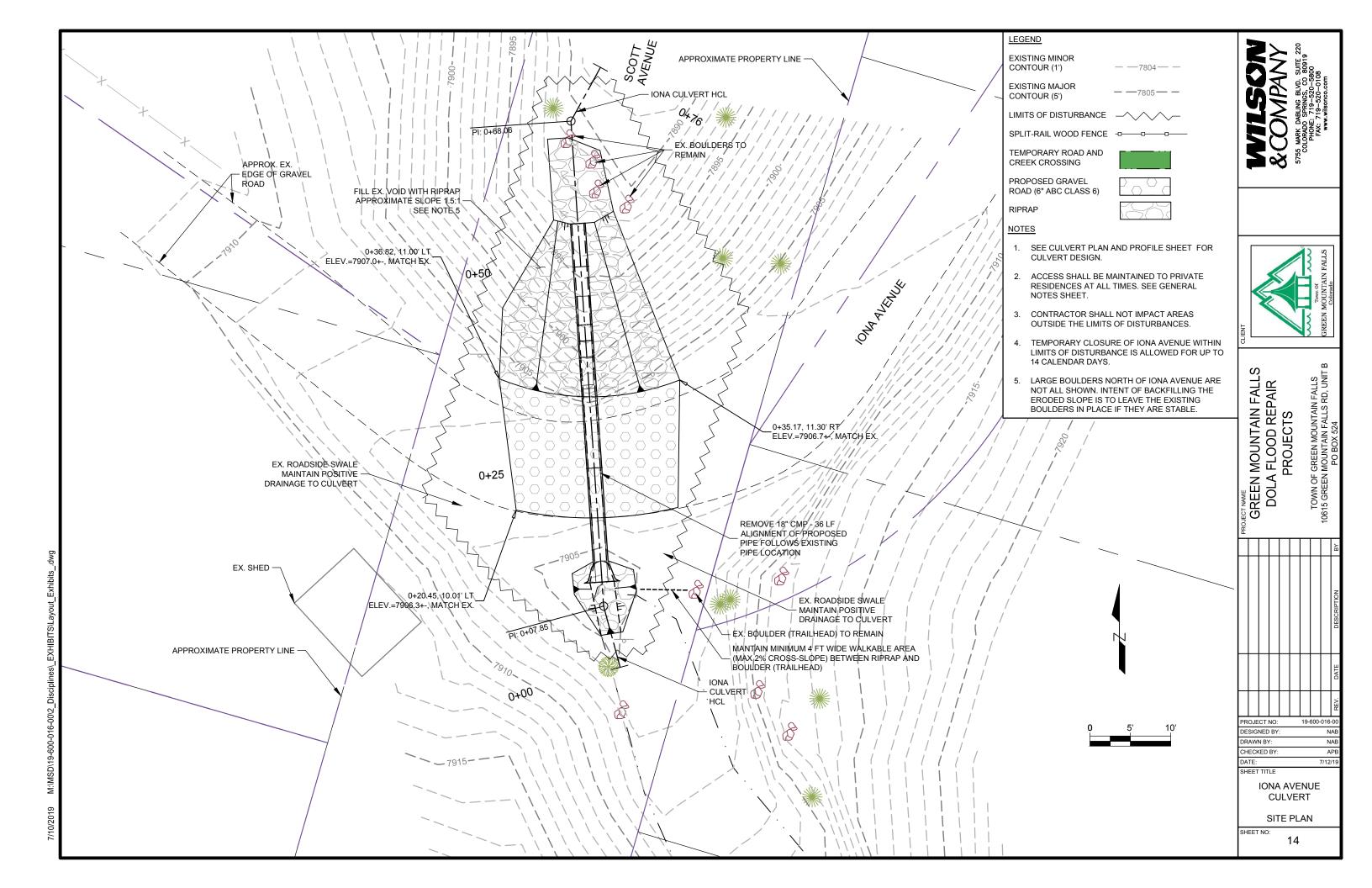
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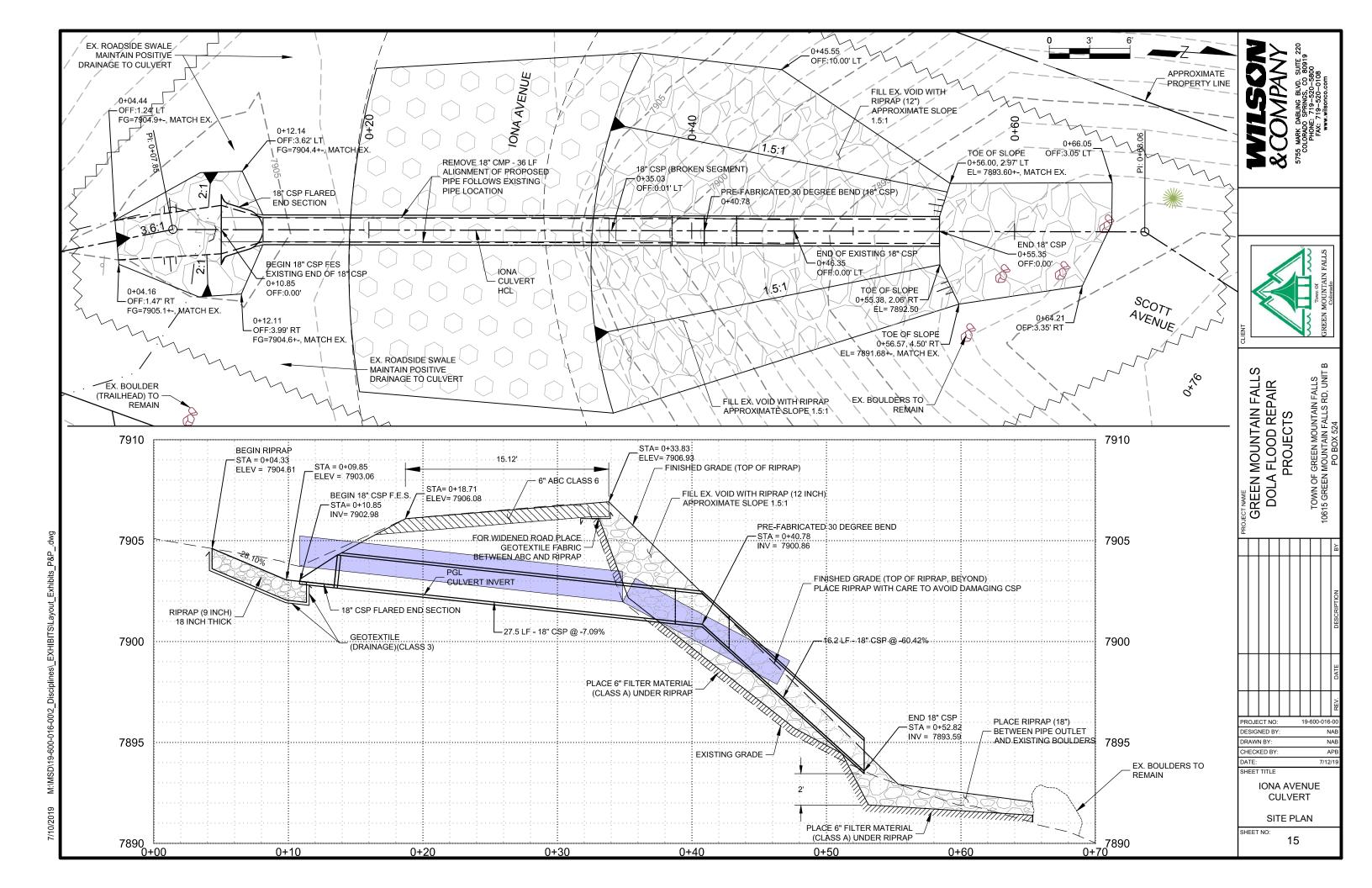
SHEET TITLE **EL PASO TRAIL**

ROAD PROFILES









swmp template text for projects with less than 1 acre of disturbance

Additional information for permitted projects, For information only to fulfill the CDPS-SCP (Colorado Discharge Permit System - Stormwater Construction Permit), The ECS shall undate to reflect current site conditions

SITE DESCRIPTION

A.PROJECT SITE LOCATION: This project includes four sub-projects all residing in Green Mountain Falls. See title sheet for locations. All sites include gravel roadways which are to remain aravel surfaced.

B. PROJECT SITE DESCRIPTION

- a. Site 1 (Maple Street Culvert): remove and replace existing 48 inch CSP pipe and headwalls with 48 inch RCP and flared end sections. Temporary creek crossing is required for access to be maintained to traveling public. Riprap and grouted riprap channel and slope stabilization are included at culvert ends.
- b. Site 2 (El Paso Trail Drainage Improvements): install curb and gutter and slight re-grading of gravel roadway to maintain positive surface runoff drainage to Fountain Creek. Asphalt embankment protector and riprap slope stabilization are included at termini of improvements
- c. Site 3 (Midland Avenue Culvert): remove and replace existing 42 inch CSP pipe and headwalls with 42 inch RCP and new headwalls. Temporary creek crossing is required for access to be maintained to traveling public. Riprap and grouted riprap channel and slope stabilization are included at culvert ends.
- d. Site 4 (lona Avenue Culvert): remove and replace existing 18 inch CSP pipe with 18 inch CSP and new flared end section on upstream end. Temporary road closure is allowed. Riprap and slope stabilization is included at culvert ends.

C.ACRES OF DISTURBANCE:

- 1.Total area of construction site (LOC): Site 1 (Maple): 0.26 acres; Site 2 (El Paso): 0.22 acres; Site 3 (Midland): 0.20 acres; Site 4 (Iona): 0.04 acres
- Total area of disturbance (LDA): same as LOC
- Acreage of seeding: Site 1 (Maple): 0.20 acres; Site 2 (El Paso): 0.04 acres; Site 3 (Midland): 0.05 acres; Site 4 (Iona): 0.01 acres

D. <u>RECEIVING WATER:</u>
1.Outfall locations: Fountain Creek

- Names of receiving water(s) on site: Catamount Creek and Fountain Creek
- Ultimate receiving water: Arkansas River
- Horizontal distance nearest water of the state is from project: On Site

E. EXISTING SOIL DATA: Existing soil is primarily gravelly loam and decomposed granite.

F. EXISTING VEGETATION, INCLUDING PERCENT COVER:

Vegetative transects are not required, by permit, on projects with under an acre of disturbance. However, it is advised that transects be completed prior to construction, as a quality control for post construction reveaetation assessment. If transects are not completed on a project, at a minimum describe the quality of the existing vegetation

A survey including general description of existing vegetation shall be conducted by the SWMP Administrator prior to any ground disturbance on the project. The SWMP Administrator shall photo-document existing vegetation where all work will be occurring. The SWMP Administrator shall also perform the vegetation survey transect(s) including photo documentation as outlined in Chapter 4.11.2 of CDOT's Erosion Control and Stormwater Quality Guide.

Pre-Construction: Date of survey:(to be	e performed by confractor prior to breaking ground)
%Density:	
Description of existing vegetation:	
Map or table showing transect locations in SWMP No	otebook:
Post-Construction: Date of survey:	Density:
Description of existing vegetation:	
Map or table showing transect locations in SWMP No	otebook:
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2. STORMWATER MANAGEMENT CONTROLS FIRST CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. POTENTIAL POLLUTANT SOURCES

1. Evaluate, identify and describe all potential sources of pollutants at the site in accordance with subsection 107.25 and place any BMPs/Control Measures required to contain potential pollutants.

B. OFFSITE DRAINAGE (RUN ON WATER)

Place BMPs/Control Measures to address run-on water in accordance with subsection 208.03.

C. CONSTRUCTION DEWATERING

1. Obtain a dewatering permit from CDPHE if conditions of their low risk guidance for Discharges of Uncontaminated Groundwater to Land are not met; see subsection 107.25(b) 8.

D. VEHICLE TRACKING PAD

1.BMPs/Control Measures shall be implemented in accordance with subsection 208.04.

1. Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters.

Perimeter control may consist of vegetation buffers, berms, silt fence, erosion logs, existing landforms, or other BMPs/Control Measures as approved.

Perimeter control shall be in accordance with subsection 208.04.

SWMP ADMINISTRATOR:

SWMP ADMINISTRATOR FOR DESIGN:

The original SWMP design for this project has been designed by the following engineer:

SWMP Engineering Firm: Wilson & Company, Inc., Engineers and Architects

SWMP Engineer: Nathan A. Burns, PE

Address: 5755 Mark Dablina Blvd., Suite 220 Colorado Springs, CO 80919

Phone: 719-520-5800

The Contractor assumes responsibility for all design changes to the SWMP, implementation, and maintenance when construction begins.

B. SWMP ADMINISTRATOR FOR CONSTRUCTION: (See Subsection 208 Under an Acre Specification) The Contractor shall designate a SWMP Administrator for Construction upon ownership of the SWMP. The SWMP Administrator shall become the owner/operator and assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03. The SWMP Administrator shall be responsible for implementing, maintaining and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP administrator shall address all aspects of the projects SWMP. (Update the information below for each new SWMP Administrator) (Copy of TECS Certification must also be included in the SWMP Notebook.) The SWMP Administration for construction is not a separate pay item but is included in the cost of the work.

Name/Title	Contact Information	Certification #	Start Date	Engineer Approval

4. DURING CONSTRUCTION

The SWMP should be considered a "living document" that is continuously reviewed and modified. During construction, the following items shall be added, updated, or amended as needed by the Contractor in accordance with Section 208

- A.MATERIALS HANDLING AND SPILL PREVENTION: prior to construction commencing the Contractor shall submit a Spill Prevention, Control and Countermeasure Plan, see subsection 208.06. Materials handling shall be in accordance with subsection 208.06.
- B. STOCKPILE MANAGEMENT: shall be done in accordance with subsection 107.25 and 208.07
- C.CONCRETE WASHOUT: Concrete wash out water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05. D. SAW CUTTING: shall be done in accordance with subsection 107.25, 208.04, 208.05 E. STREET SWEEPING: shall be done in accordance with subsection 208.04

5. BMP/CONTROL MEASURE MAINTENANCE

A. Maintenance shall be in accordance with subsection 208.04 (f).

6. INTERIM AND FINAL STABILIZATION

A. SEEDING PLAN

Soil preparation, soil conditioning or topsoil, seeding (native), mulching (weed free) and mulch tackifier or soil retention blanket will be required for an estimated 0.29 acres of disturbed area within the right-of-way limits which are not surfaced. The following types and rates shall be used:

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
Western wheatgrass	Pascopyrum smithii v. Arriba	6
Big bluestem	Andropogon geraridii	5
Blue grama	Boutelous gracillis v. Hachita	2
Sideoats grama	Boutelous curtipendula	3
Little bluestem	Schizachyrium scoparium	3
Blue flax	Linum perenne v. Appar	2
Narrowleaf Indian paintbrush	Castilleja linariifolia	2
White yarrow	Achillea millefolia v. Occidentalis	1
Douglas (Low) Rabbitbrush	Chrysothamnus viscidiflorus	1
True mountain mahogany	Cercocarpus montanus	1
Gambel's oak	Quercus gambelii	1
Oneseed juniper	Juniperous monosperma	1

- B. SEEDING APPLICATION: Drill seed 0.25 inch to 0.5 inch into the soil. In small areas not accessible to a drill, hand broadcast at double the rate and rake 0.25 inch to 0.5 inch
- C. MULCHING APPLICATION: Apply a minimum of 2 tons of certified weed free straw or 2 tons of certified weed free straw per acre and in accordance with Section 213, and mechanically crimp it into the soil in combination with an organic mulch tackifier.

D. SPECIAL REQUIREMENTS:

1. Due to high failure rates, hydroseeding will not be allowed for permanent stabilization.

E. SOIL CONDITIONING AND FERTILIZER REQUIREMENTS: Minimum requirements for all disturbances to receive seeding (native).

Soil conditioner p	aid for as Item 212	- Soil Conditioning (Acre)
Biological nutrient organic based fertilizer (lbs/acre)*	Humate (lbs/acre)	Compost (cys/acre) All areas <2:1 1/2 inch depth
300	200	65

*Biological nutrient shall not exceed 8-8-8 (N-P-K)

Humate based material shall be in accordance to Standard Special Provision 212 and compost shall be in accordance to Standard Special Provision 212.

F. BLANKET APPLICATION: On all slopes steeper than 4:1 and ditches blanket is required, the blanket shall be placed in lieu of mulch and mulch tackifier.

2. PRIOR TO FINAL ACCEPTANCE

A.Partial Acceptance shall be in accordance with subsection 107.25 (d) and 208.10 At the Partial Acceptance of the project, it shall be determined by the SWMP Administrator and the Engineer which temporary BMPs/Control Measures shall remain until 70% reestablishment or which shall be removed.

8. NARRATIVES:

A.ADDITIONAL BMPS/CONTROL MEASURES AND NARRATIVES:

BMP/Control Measure details and narratives not covered by the SWMP or Standard Plan M-208, M-216 shall be added to the SWMP notebook by the SWMP Administrator.

SARC SARC



N MOUNTAIN FALLS A FLOOD REPAIR PROJECTS DOLA GREEN

GREEN MOUNTAIN FALLS MOUNTAIN FALLS RD, UNIT

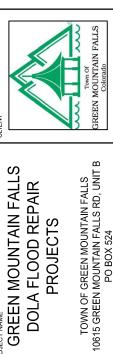
ROJECT NO 19-600-016 ESIGNED BY RAWN BY CHECKED BY DATE: 7/12/1

> STORMWATER MANAGEMENT **GENERAL NOTES**

HEET NO

SHEET TITLE

				MP	J.R.E.	BMP/CONTR	/CONTROL MEASURE PHASING		
APPLICATION, BMP/CONTROL MEASURE	NARRATIVE	M-STANDARD/NON- STANDARD	IN USE ON SITE	BMP/CONTROL MEASURE TO BE LOCATED BY SWMP ADMINSTRATOR	INSTALLATION BMP/CONTROL MEASURE PRE-CONSTRUCTION	FIRST/INITIAL CONSTRUCTION ACTIVITIES	INTERIM CONSTRUCTION ACTIVITIES	PERMANENT	
PROTECTION OF EXISTING WETLANDS Fence (plastic) and erosion logs	Fence (plastic) shall be placed in combination with erosion logs to prevent encroachment of construction traffic and sediment into state waters prior to start of construction disturbances. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance								
PROTECTION OF EXISTING TREES/LANDSCAPING Fence (plastic)	areas. Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of mature trees and/or existing landscaping prior to start of construction disturbances.								
CHECK DAM/DITCH CHECK Erosion log, silt berm, silt dike, rock check dam	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in ditch. For existing ditches, place prior to start of construction disturbances.	M-208							
TYPE R AND TYPE 16 INLET PROTECTION Storm drain inlet protection (Type 1.2 and 3)	Placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208							
CULVERT INLET/OUTLET PROTECTION Erosion logs, aggregate bags	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to start of construction disturbances.	M-208							
TYPE C, TYPE D AND TYPE 13 PROTECTION Erosion logs, aggregate bags, erosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to start of construction disturbances.	M-208							
STOCKPILE PROTECTION Temporary berm, erosion logs, aggregate bags*	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the work day. Place prior to start of stock pile, increase control as stock pile increases size.	M-208					Х		
TOE OF FILL PROTECTION Erosion logs, temporary berm, silt tence, topsoil windrow*	Place prior to slope/embankment work to capture sediment and protect and delineate undisturbed areas. *Can be used to stockpile topsoil for salvage.	M-208				X			
PERIMETER CONTROL Erosion logs, silt fence, temporary berm, topsoil windrow*	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208				X			
SEDIMENT CONTROL/ SLOPE CONTROL Silf fence, erosion logs	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to start of construction disturbances.	M-208				X			
TEMPORARY SEDIMENT TRAP (SWMP Administrator shall add locations to SWMP site maps) PERMANENT SEDIMENT BASIN	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to start of construction disturbances.	M-208							
Extended detention basin or other Permanent Water Quality features EMBANKMENT PROTECTION OR	Constructed early in project, prior to storm sewer/ditches to capture storm flow as a temporary sediment trap. Outlet structure shall be modified for contaminants of construction runoff a non-standard detail is needed. Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208							
TEMPORARY SLOPE DRAIN		IVI-206							
OUTLET PROTECTION Riprap, or approved other	Material placed as energy dissipater to prevent erosion at outlet structure.	M-208						X	
CONCRETE WASHOUT In-ground or fabricated VEHICLE TRACKING PAD	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to start of concrete activities. Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to start of construction disturbances.	M-208					X		
SWEEPING	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.								
DEWATERING (Contractor is responsible for obtaining a permit from Colorado Department of Health and Environment.)	Shall be done in such a manner to prevent potential pollutants from entering state waters.						X		
TEMPORARY STREAM CROSSING (SWMP Administrator shall add locations to SWMP site maps)	Constructed over stream or drainage to prevent discharge of pollutants from construction equipment into water.						X		
CLEAN WATER DIVERSION OTHER	Placed to divert clean surface or ground water around disturbance area to prevent it from mixing with construction runoff.								
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GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS

DESIGNED BY: CHECKED BY: 7/12/19 DATE:

STORMWATER MANAGEMENT GENERAL NOTES

SHEET NO:

SHEET TITLE

Sediment control devices are designed to capture sediment on the project site.

Construction controls are BMPs/Control Measures related to construction access and staging.

BMP/Control Measure locations are indicated on the SWMP site map.

				URE //MP	N URE	BMP/CONTR	BMP/CONTROL MEASURE PHASING	
APPLICATION, BMP/CONTROL MEASURE	NARRATIVE	M-STANDARD	IN USE ON SITE	BMP/CONTROL MEASURE TO BE LOCATED BY SWMP ADMINSTRATOR	INSTALLATION BMP/CONTROL MEASURE PRE-CONSTRUCTION	FIRST/INITIAL CONSTRUCTION ACTIVITIES	INTERIM CONSTRUCTION ACTIVITIES	PERMANENT STABILIZATION
VEGETATIVE BUFFER STRIP Fence (plastic)	Filter sediment laden runoff from disturbance area. Area to be identified on SWMP prior to construction starting.							
LANDFORM (SWMP Administrator shall add locations to SWMP site maps)	Existing landforms may be used as a BMP/Control Measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction starting.							
TOPSOIL MANAGEMENT STOCKPILE/SALVAGE Windrow or stockpile	Prior to embankment work commencing, existing topsoil shall be scraped to a depth of 4 inches, and placed in stockpiles or windrows. Upon completion of slope work/final grading (less 4 inches), topsoil shall be evenly distributed over embankment to a depth of 4 inches.					X	Х	
SURFACE ROUGHENING / GRADING TECHNIQUES Blading, Backhoe, Dozing, Combination Loader	Temporary stabilization of disturbance and to minimize wind and erosion.						Х	
SEEDING (TEMPORARY)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.							
BONDED FIBER MATRIX/HYDRAULIC MULCH	Not to be used in areas of concentrated flows, i.e. ditch lines. To be used in combination with surface roughening for temporary stabilization of disturbed soils, when work is temporarily halted and as approved by the Engineer. May be used as surface cover for temporary topsoil stockpiles							
MULCH/MULCH TACKIFIER	Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer							
SPRAY-ON MULCH BLANKET (Not to be used in areas of concentrated flows, i.e. ditch lines.)	Temporary or Final Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer							
SEEDING PERMANENT (NATIVE)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.							X
SOIL RETENTION BLANKET (SRB)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.	M-216						Х
TURF REINFORCEMENT MAT (TRM)	Final Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed in channels or on slopes for erosion control, channel liner and seeding establishment.	M-216						
OTHER								

9. TABULATION OF STORMWATER QUANTITIES

SEE SUMMARY OF APPROXIMATE QUANTITIES SHEET FOR PAY ITEMS AND QUANTITIES.

*It is anticipated that additional BMPs/Control Measures and BMP/Control Measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life, see subsection 208.03 and 208.04. Quantities for all BMPs/Control Measures shown above are estimated, and have been increased for unforeseen conditions and normal BMP/Control Measure life expectancy. Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment shall be for the actual work completed and material used.

- 10. BIOLOGIC IMPACTS

 A. ENVIRONMENTAL IMPACTS:

 1. Wetland Impacts: YES NO WETLAND KNOWN OF

 2. Stream Impacts: YES NO

 3. Threatened and Endangered Species: No species are known of or anticipated to be impacted by the project.

 4. If YES to any of the above items, are any permits required or additional actions needed (404, etc.)



GREEN MOUNTAIN FALLS
DOLA FLOOD REPAIR
PROJECTS

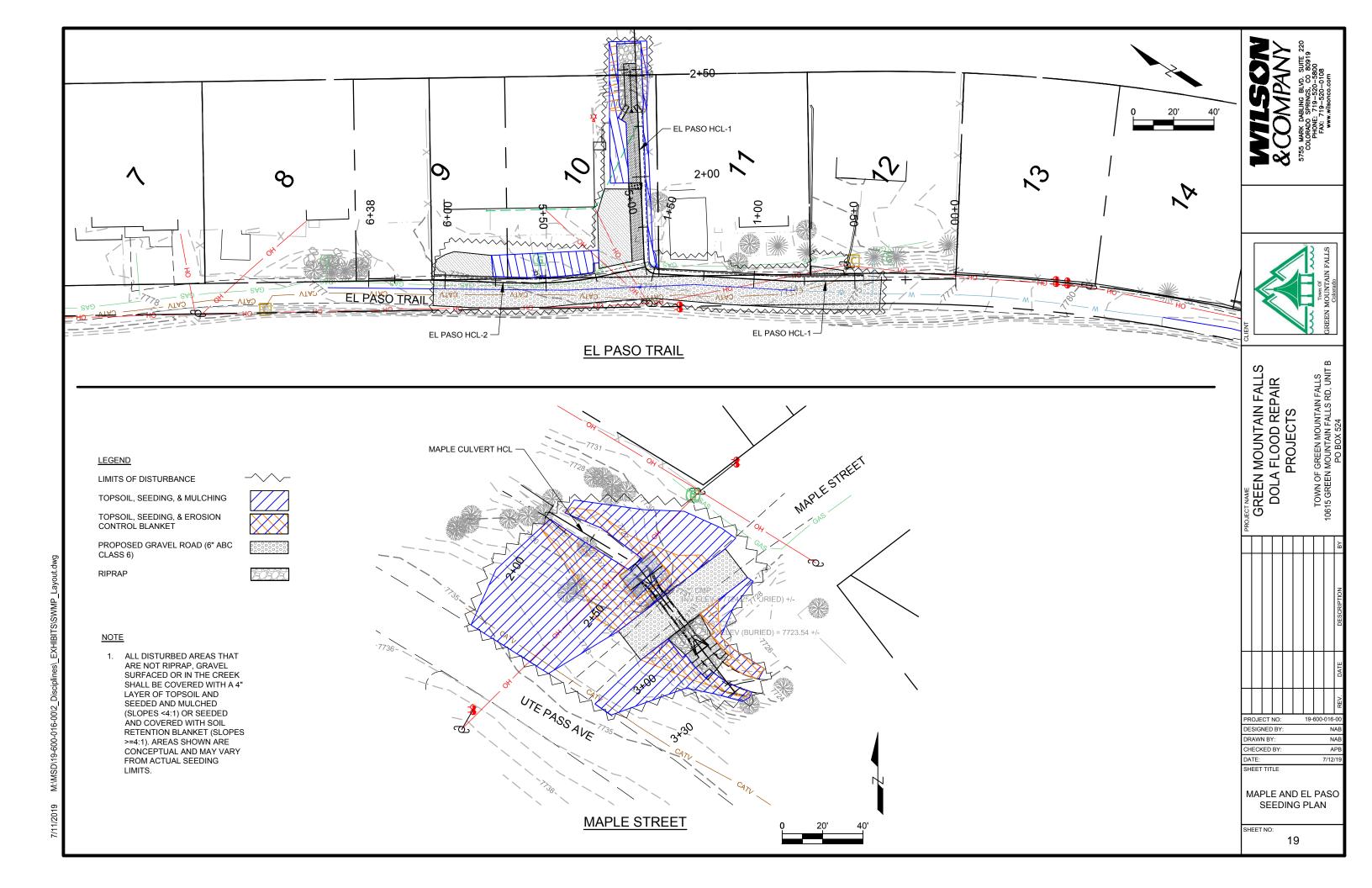
TOWN OF GREEN MOUNTAIN FALLS 10615 GREEN MOUNTAIN FALLS RD, UNIT

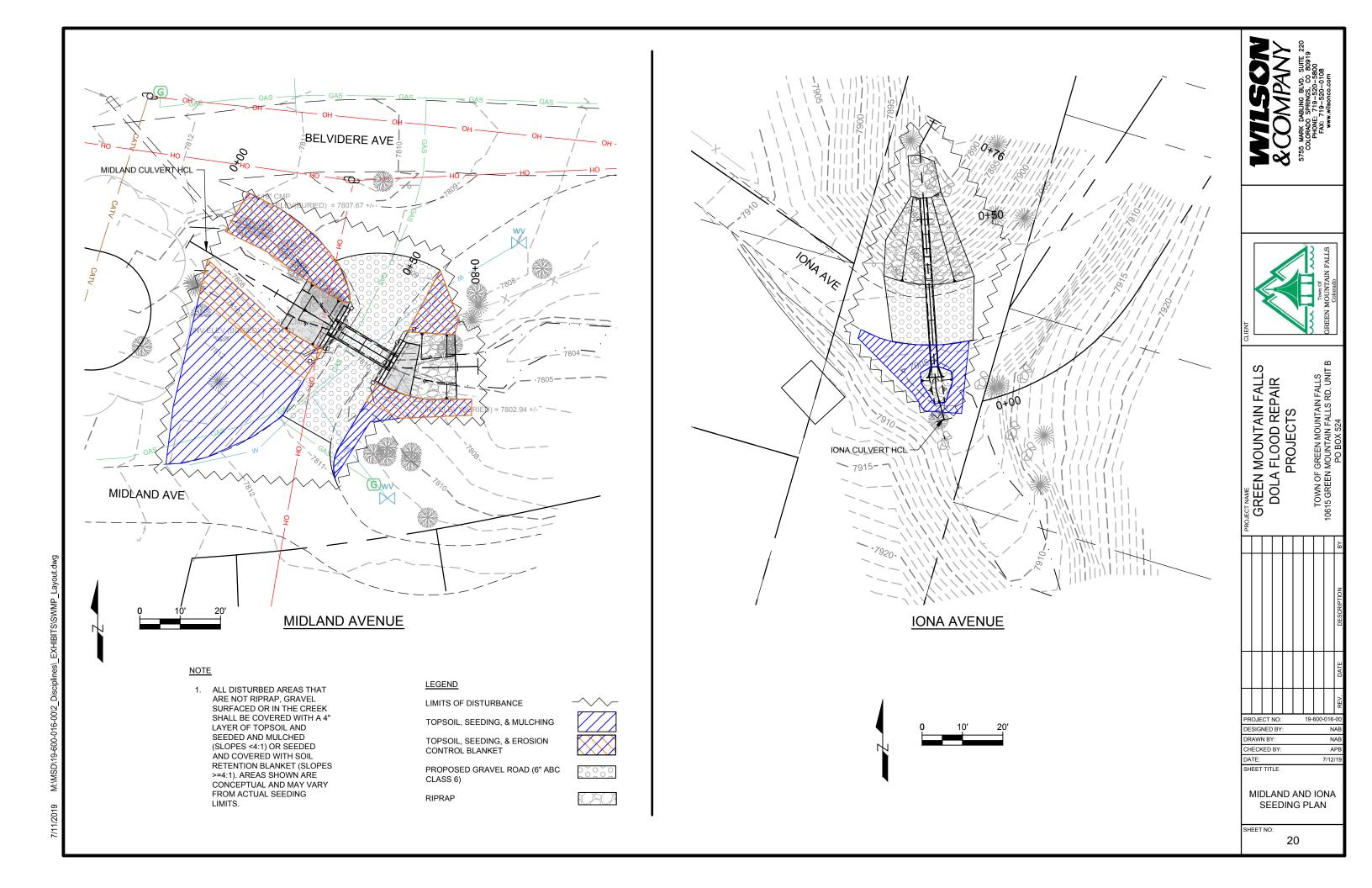
PROJECT NO: DESIGNED BY: DRAWN BY: CHECKED BY:

DATE: 7/12/1 SHEET TITLE

> STORMWATER MANAGEMENT **GENERAL NOTES**

SHEET NO:







MILESTONE GRADING & DRAINAGE, LLC. PROPOSAL FOR SERVICES

For

TOWN OF GREEN MOUNTAIN FALLS DOLA FLOOD REPAIR PROJECTS

OVERVIEW

Milestone Grading & Drainage, LLC. (Milestone) is pleased to submit this proposal for services to support The Town of Green Mountain Falls (GMF) in achieving its goals for improving existing drainage conditions and replacement/upgrading of existing culverts. We specialize in correction of drainage related issues and ensure every one of our projects are top notch in quality and function. This will be accomplished implementing the proposed improvements as designed in the Wilson & Company *Green Mountain* Falls DOLA Flood Repair Projects plans dated July 2019. Milestone's objective for GMF will be to provide a finished product that accurately reflects the scope of work in the DOLA plans by implementing proper installation each step of the way. We realize communication is the key to success and our team makes great efforts to keep our clients informed and up to date on progress on issues that may arise. Our employees go out of their way to ensure safe working conditions, work to minimize disruption to the community during construction, and will always maintain a clean job site. Milestone hires only those who possess and exhibit proper respect for the clients we serve thus creating a pleasant experience for those whose lives are temporality disrupted by the construction activities. We have the competency to address the issues put forth by the Engineer of Record and the expertise to address any issues that may arise due to unforeseen conditions. Milestone is owned and operated by a professional engineer registered in the State of Colorado and has been designing and constructing drainage solutions for over twenty years. Therefore, all improvements will meet or exceed those outlined in the engineer's plans and final slopes and grades will be verified by our professional engineer with advanced equipment to ensure conformity and the highest quality product.

The Objective

To properly construct the drainage improvements proposed in the DOLA plans thus providing safe and reliable navigation across the respective waterway.



OUR PROPOSAL

Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly responsive approach to managing construction. The following is a description of our project methods: including how the project will be executed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

The timing of each project start dates will be coordinated with Mr. Andre Bracken, and priority of each project will be determined by Mr. Bracken and The Town of Green Mountain Falls. Milestone will schedule each project according to those desires.

If a modification to the scope of work provided in this proposal is required, the modification of the scope of work will be discussed with Mr. Bracken and final scope and pricing will be agreed to in writing prior to beginning work. These changes may include additions, deletions, or other revisions to the scope of work.

Technical/Project Approach

Our team will consist of a professional engineer's layout, daily inspections by qualified personnel, one to two operators, and one to two laborers.

Maple Street:

- The temporary roadway will be installed prior to any demolition activities.
- Install temporary channel pump bypass system
- The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
- The new reinforced concrete pipe will be installed
- The upstream and downstream rip rap pads will be constructed, the end sections installed and the rip rap grouted
- The downstream rip rap pad will be constructed and the embankment above the pipe will be completed
- The rip rap above the downstream end of the pipe will be installed
- The aggregate roadway will be installed and compacted
- Construct split rail fence
- Remove traffic control
- o Remove temporary roadway, seed and mulch



Midland Avenue:

- o The temporary roadway will be installed prior to any demolition activities.
- Install temporary channel pump bypass system
- The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
- The new reinforced concrete pipe will be installed
- Install cast in place end sections
- The upstream and downstream rip rap pads will be constructed and the rip rap grouted
- The downstream rip rap pad will be constructed and the embankment above the pipe will be completed
- The aggregate roadway will be installed and compacted
- Construct split rail fence
- Remove traffic control
- Remove temporary roadway, seed and mulch

Iona Avenue

- The existing roadway will be closed, and the existing pipe culverts will be removed and hauled off
- The slope will be clear and grubbed, drain system and rip rap installed up to the invert elevation of the culvert extending across the roadway
- Construct roadway embankment and install CSP pipe across the roadway.
- Install downstream outfall pipe
- Install remaining riprap of roadway embankment and along pipe rundown section
- o Install rip rap inlet protection and flared end section
- o Regrade swales on upstream end to flared end section
- Remove traffic control

El Paso Trail

- Rough grade along curb and gutter
- Install rip rap at end of curb
- Install temp traffic control
- Pothole gas line
- Install curb and gutter
- Relocate underdrain
- Pave asphalt path and rundown
- Back fill will aggregate
- Seed and mulch



Project Deliverables

Following is a complete list of all project deliverables:

- Temp roadway materials
- Concrete pipe culverts and end sections
- Concrete cast in place headwalls
- Corrugated steel pipe and end section
- Aggregates
- Rip rap
- Filter fabric
- Split rail fence

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change based upon weather and existing utility relocations if required.

Description	Start Date	End Date	Duration
TBD			

PRICING

The following table details the pricing for delivery of the services outlined in this proposal including a professional engineer's quality control. This pricing is valid for 30 days from the date of this proposal:

Services Cost <category #1=""></category>	Price
Maple Street	\$116,905.50
El Paso Trail	\$66,673.09
Midland Avenue	\$99,250.00
Iona Avenue	\$46,309.00
	\$329,137.59



EXCEPTION OF CONDITIONS

The following items have been excluded from this contract:

- Permits for SWPPP
- Relocation of utilities
- Restoration of unmarked utilities
- Excavation of frost
- Excavation of rock
- Cold weather concrete provisions
- Over excavation due to poor sub-grade material

CONCLUSION

We look forward to working with The Town of Green Mountain Falls and supporting your efforts to improve the drainage and roadway conditions. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective project.

Civil contractors are not required nor are they licensed by Pikes Peak Regional Building.

If you have questions on this proposal, feel free to contact Mr. Shay Miles, P.E. at your convenience by email at shay@milestoneeng.org or by phone at (719) 352-8886. We will be in touch with you to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Shay Miles, P.E.

President

September 9, 2019

Milestone Grading & Drainage, LLC Terms and Conditions



These Terms and Conditions along with the Engagement Letter and Fee Schedule form the Agreement between the Client and Milestone Grading & Drainage, LLC as if they were part of one and the same document. The laws of the State of Colorado shall govern this Agreement.

- 1) **Client -** Unless otherwise agreed to in writing, the "Client" is the person to whom the Engagement Letter is addressed, along with their employer if it is included as part of the Client's address. The Client warrants his or her authority to contract with Milestone Grading & Drainage, LLC.
- 2) **Workmanship and Warranty.** Milestone Grading & Drainage, LLC and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to Milestone Grading & Drainage, LLC's performance, unless agreed to in writing. Milestone Grading & Drainage, LLC is not responsible for acts or omissions of the Client, or for third parties not under its management, control or supervision, which limitation is not intended to exclude responsibility for subcontractors performing work on the project. Milestone Grading & Drainage, LLC shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit.
- 3) Expenses and Payment. The Client is responsible for paying all fees and expenses of Milestone Grading & Drainage, LLC related to the engagement in accordance with the accompanying Fee Schedule. Fees and expenses will be billed monthly, or at the completion of major work, unless other arrangements are made with Milestone Grading & Drainage, LLC. Payment is due from the Client within 30 days of the invoice date. Milestone Grading & Drainage, LLC will charge a late fee of 2% per month on all invoices not paid within 30 days of the invoice date. The Client agrees to pay all collection costs, including any legal fees, incurred in connection with the collection of a past due account. If any portion of an account remains unpaid 30 days after billing, Milestone Grading & Drainage, LLC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services. Rates and fees are subject to increase on a calendar year basis without other notice.
- 4) **Termination.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Milestone Grading & Drainage, LLC for all work and services properly completed and reimbursable costs reasonably incurred by Milestone Grading & Drainage, LLC up to the date of termination, in accordance with the Fee Schedule.
- 5) **Non-conforming work.** Client shall promptly notify Milestone Grading & Drainage, LLC of any claim for loss or damage which is alleged to have resulted from any action, error or omission of Milestone Grading & Drainage, LLC in performing its services. Client shall give Milestone Grading & Drainage, LLC reasonable opportunity to inspect and investigate the premises before any work to remove or remediate the existing work is performed. The failure of Client to give Milestone Grading & Drainage, LLC prompt notice and the reasonable opportunity to inspect and investigate shall mean that Milestone Grading & Drainage, LLC has no liability for the cost of any repairs or remedial action or for any other loss or damage claimed by Client.
- 6) **Dispute Resolution.** In an effort to resolve any disputes that arise related to the services provided by Milestone Grading & Drainage, LLC, the Client and Milestone Grading & Drainage, LLC agree that all such disputes shall be submitted to non-binding mediation prior to the initiation of any other form of legal proceeding, unless the parties mutually agree otherwise in writing. Non-binding mediation shall be completed within 90 days after either party submits a written request for mediation to the other party.
- 8) **Documents** All documents, including but not limited to, reports, photographs, notes, audio recordings, video recordings, animations, and drawings produced by Milestone Grading & Drainage, LLC are instruments of professional service and remain the property of Milestone Grading & Drainage, LLC. Any reuse of these documents or the information contained therein is prohibited without the express consent of Milestone Grading & Drainage, LLC. Milestone Grading & Drainage, LLC shall have no liability for Client's use of or reliance upon Milestone Grading & Drainage, LLC reports, drawings or other documents or instruments of service on future projects for which Milestone Grading & Drainage, LLC is not retained to provide services.
- 9) **Contractual Agreement.** The Terms and Conditions, Engagement Letter, and Fee Schedule shall form the entire agreement between the parties hereto with respect to the subject matter. No oral representations of any officer, agent or employee of Milestone Grading & Drainage, LLC or Client, either before or after execution of this agreement, shall affect or modify any obligation of either party hereunder. Client agrees that it has not been induced to enter into this agreement by any representations, statements or warranties of Milestone Grading & Drainage, LLC or any officer, agent or employee of Milestone Grading & Drainage, LLC, other than those herein expressed.



These Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of Milestone Grading & Drainage, LLC's services to Client.

- 10) **Severability.** It is understood and agreed by the parties hereto that, if any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law or statute of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.
- 11) This Agreement and the rights and obligations created by this Agreement are not assignable or transferable by either party without the advanced written consent of the other party.

El Paso Trial

202-00015 F 202-00035 F 202-00200 F 202-01000 F 203-00010 F 203-00060 F 203-01597 F 206-00510 F 207-00205 F 208-00002 F	DESCRIPTION CLEARING AND AND GRUBBING REMOVAL OF HEADWALL REMOVAL OF SIDEWALK REMOVAL OF FENCE UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A) TOPSOIL	LS EACH LF SY LF CY CY HR	\$1,500.00 \$1,500.00 \$120.00 \$9.00 \$100.00	1 0 0 2 12	
202-00035 F 202-00200 F 202-01000 F 203-00010 F 203-01597 F 206-00510 F 207-00205 208-00002 F 208-00002 F 202-00002 F 202-00002 F 202-00002 F 202-00205 F 208-00002 F 202-00205 F 208-00002 F 202-00205 F 208-00002 F 202-00205 F 20	REMOVAL OF PIPE REMOVAL OF SIDEWALK REMOVAL OF FENCE UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	LF SY LF CY CY HR	\$9.00 \$100.00	0 2 12 25	\$108.00
202-00200 F 202-01000 F 203-00010 U 203-00060 F 203-01597 F 206-00510 F 207-00205 F 208-00002 F	REMOVAL OF SIDEWALK REMOVAL OF FENCE UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	SY LF CY CY HR	\$9.00 \$100.00	2 12 25	\$108.00
202-01000 F 203-00010 U 203-00060 E 203-01597 F 206-00510 F 207-00205 E	REMOVAL OF FENCE UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	LF CY CY HR	\$9.00 \$100.00	12 25	\$108.00
203-00010 I 203-00060 E 203-01597 F 206-00510 E 207-00205 E 208-00002 E	UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	CY CY HR	\$9.00 \$100.00	12 25	\$108.00 \$2,500.00
203-00010 I 203-00060 I 203-01597 I 206-00510 I 207-00205 I 208-00002 I	UNCLASSIFIED EXCAVATION (C.I.P.) EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	CY HR	\$100.00	25	
203-00060 E 203-01597 F 206-00510 F 207-00205 E 208-00002 F	EMBANKMENT MATERIAL (C.I.P.) POTHOLING FILTER MATERIAL (CLASS A)	HR	4075.00		
203-01597 F 206-00510 F 207-00205 T 208-00002 F	POTHOLING FILTER MATERIAL (CLASS A)		#07F 00		
206-00510 F 207-00205 7 208-00002 F	FILTER MATERIAL (CLASS A)		\$275.00	8	\$2,200.00
207-00205 208-00002	,		·	0	· · ·
208-00002 E		CY	\$50.00	16	\$800.00
	EROSION LOG (12 INCH)	LF	\$4.75		\$237.50
	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00		\$1,865.00
	WATER CONTROL	LS	\$2,500.00		\$2,500.00
	TEMPORARY STREAM CROSSING	LS	+=,000.00	0	ΨΞ,σσσ.σσ
	SEEDING (NATIVE)	ACRE	\$10,000.00	0.04	\$400.00
	MULCHING (WEED FREE)	ACRE	\$5,500.00		\$110.00
	SOIL RETENTION BLANKET (COCONUT)	SY	\$8.00		\$224.00
	AGGREGATE BASE COURSE (CLASS 6)	CY	\$75.00		\$6,600.00
	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON	\$543.00		\$7,059.00
	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$25.00		\$775.00
	GROUTED RIPRAP (12 INCH)	CY	Ψ20.00	0	Ψ110.00
	RIPRAP (9 INCH)	CY		0	
	RIPRAP (12 INCH)	CY	\$150.00		\$2,250.00
	RIPRAP (18 INCH)	CY	Ψ100.00	0	ΨΣ,200.00
	CONCRETE CLASS B	CY		0	
	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
	18 INCH CORRUGATED STEEL PIPE	LF		0	
	18 INCH STEEL END SECTION	EA		0	
	FENCE SPLIT CEDAR	LF	\$45.00		\$540.00
	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	\$73.97		\$13,832.39
	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF	\$67.60		\$6,422.00
	GUTTER TYPE 2 (4 FOOT)	LF	\$62.40		\$1,435.20
	DELINEATOR (TYPE II)	EACH	Ψ02.10	0	Ψ1,100.20
	EMBANKMENT PROTECTOR TYPE 5	EACH	\$7,850.00		\$7,850.00
	SANITARY FACILITY	EA	\$225.00		\$225.00
	CONSTRUCTION SURVEYING	LS	\$1,500.00		\$1,500.00
	MOBILIZATION	LS	\$3,500.00		\$3,500.00
	TRAFFIC CONTROL	LS	\$2,000.00		\$2,000.00
			ΨΣ,000.00	·	Ψ2,000.00
700-70010 F	F/A MINOR CONTRACT REVISIONS	FA	Var. (5%)		
-	PROJECT SUB-TOTALS			\$66	6,673.09

Iona Avenue Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$5,500.00		\$5,500.00
202-00015	REMOVAL OF HEADWALL	EACH		0	
202-00035	REMOVAL OF PIPE	LF	\$90.00	36	\$3,240.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF		0	
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$70.00	10	\$700.00
203-01597	POTHOLING	HR		0	
206-00510	FILTER MATERIAL (CLASS A)	CY	\$130.00	11	\$1,430.00
207-00205	TOPSOIL	CY	\$220.00	3	\$660.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA		0	
208-00400	WATER CONTROL	LS	\$5,000.00	1	\$5,000.00
208-00520	TEMPORARY STREAM CROSSING	LS		0	
212-00006	SEEDING (NATIVE)	ACRE	\$25,000.00	0.01	\$250.00
213-00003	MULCHING (WEED FREE)	ACRE	\$10,000.00	0.01	\$100.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY		0	
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$210.00	8	\$1,680.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$50.00	17	\$850.00
506-00030	GROUTED RIPRAP (12 INCH)	CY		0	
506-00209	RIPRAP (9 INCH)	CY	\$165.00		\$495.00
506-00212	RIPRAP (12 INCH)	CY	\$200.00		\$6,600.00
506-00218	RIPRAP (18 INCH)	CY	\$350.00	6	\$2,100.00
601-01000	CONCRETE CLASS B	CY		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF	\$175.00		\$7,350.00
603-30018	18 INCH STEEL END SECTION	EA	\$660.00		\$1,320.00
607-11450	FENCE SPLIT CEDAR	LF		0	
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00		\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$2,500.00		\$2,500.00
626-00000	MOBILIZATION	LS	\$3,500.00		\$3,500.00
630-00019	TRAFFIC CONTROL	LS	\$2,500.00	1	\$2,500.00
	Alternate for Class A Filter material - Sitedrain layer				
	(not included in sub-total at this time)		\$350.00	4	\$1,400.00
700-70010	F/A MINOR CONTRACT REVISIONS	FA	VAR. (5%)		
PROJECT SUB-TOTALS					16,309

Maple Street Bid

PAY ITEM NO.	DESCRIPTION	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	\$64.00	23	\$1,472.00
202-00200	REMOVAL OF SIDEWALK		0	
202-01000	REMOVAL OF FENCE	\$6.00	80	\$480.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	\$90.00	50	\$4,500.00
203-01597	POTHOLING		0	·
206-00510	FILTER MATERIAL (CLASS A)	\$125.00	6	\$750.00
207-00205	TOPSOIL	\$70.00	95	\$6,650.00
208-00002	EROSION LOG (12 INCH)	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	\$35,000.00	1	\$35,000.00
212-00006	SEEDING (NATIVE)	\$2,500.00	0.2	\$500.00
213-00003	MULCHING (WEED FREE)	\$3,500.00	0.14	\$490.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	\$4.00	290	\$1,160.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	\$360.00	22	\$7,920.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)		0	. ,
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	\$20.00	52	\$1,040.00
506-00030	GROUTED RIPRAP (12 INCH)	\$300.00	21	\$6,300.00
506-00209	RIPRAP (9 INCH)	\$235.00	17	\$3,995.00
506-00212	RIPRAP (12 INCH)	\$200.00	6	\$1,200.00
506-00218	RIPRAP (18 INCH)	·	0	. ,
601-01000	CONCRETE CLASS B		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	\$350.00	32	\$11,200.00
603-05048	48 INCH REINFORCED CONCRETE END SECTION	\$5,300.00	2	\$10,600.00
603-10180	18 INCH CORRUGATED STEEL PIPE	. ,	0	
603-30018	18 INCH STEEL END SECTION		0	
607-11450	FENCE SPLIT CEDAR	\$35.00	50	\$1,750.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	, , , , ,	0	, ,
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)		0	
609-24004	GUTTER TYPE 2 (4 FOOT)		0	
612-00002	DELINEATOR (TYPE II)	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	7=	0	700100
620-00020	SANITARY FACILITY	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	\$1,500.00	<u>-</u> <u>-</u> - -	\$1,500.00
626-00000	MOBILIZATION	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	ψο,οσσ.σσ	1	\$2,500.00

700-70010	F/A MINOR CONTRACT REVISIONS	VAR. (5%)	

PROJECT SUB-TOTALS

\$116,905.50

COMBINED PROJECT TOTAL

Midland Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$60.00	16	\$960.00
202-00200	REMOVAL OF SIDEWALK	SY		0	
202-01000	REMOVAL OF FENCE	LF	\$40.00	30	\$1,200.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	20	\$1,800.00
203-01597	POTHOLING	HR	\$250.00	4	\$1,000.00
206-00510	FILTER MATERIAL (CLASS A)	CY		0	
207-00205	TOPSOIL	CY	\$215.00	23	\$4,945.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	LS	\$30,000.00	1	\$30,000.00
212-00006	SEEDING (NATIVE)	ACRE	\$7,600.00	0.05	\$380.00
213-00003	MULCHING (WEED FREE)	ACRE	\$5,700.00	0.03	\$171.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$5.50	109	\$599.50
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$380.00	16	\$6,080.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	55	\$1,100.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$350.00	14	\$4,900.00
506-00209	RIPRAP (9 INCH)	CY		0	
506-00212	RIPRAP (12 INCH)	CY	\$200.00	10	\$2,000.00
506-00218	RIPRAP (18 INCH)	CY	·	0	
601-01000	CONCRÈTE CLASS B	CY	\$2,175.00	8.8	\$19,140.00
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$200.00	19	\$3,800.00
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	48	\$1,680.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	8	\$192.00
615-00050	EMBANKMENT PROTÉCTOR TYPE 5	EACH	·	0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS	. ,	1	\$0.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA	\$99,250.00
	PROJECT SUB-TOTALS		\$99,250.00
	COMBINED PROJECT TOTAL		

Maple Street Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$64.00	23	\$1,472.00
202-00200	REMOVAL OF SIDEWALK	SY	·	0	
202-01000	REMOVAL OF FENCE	LF	\$6.00	80	\$480.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY		0	
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	50	\$4,500.00
203-01597	POTHOLING	HR		0	·
206-00510	FILTER MATERIAL (CLASS A)	CY	\$125.00	6	\$750.00
207-00205	TOPSOIL	CY	\$70.00	95	\$6,650.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	LS	\$10,127.00	1	\$10,127.00
212-00006	SEEDING (NATIVE)	ACRE	\$2,500.00	0.2	\$500.00
213-00003	MULCHING (WEED FREE)	ACRE	\$3,500.00	0.14	\$490.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$4.00	290	\$1,160.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$220.00	22	\$4,840.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON		0	
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	52	\$1,040.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$250.00	21	\$5,250.00
506-00209	RIPRAP (9 INCH)	CY	\$156.00	17	\$2,652.00
506-00212	RIPRAP (12 INCH)	CY	\$200.00	6	\$1,200.00
506-00218	RIPRAP (18 INCH)	CY		0	
601-01000	CONCRETE CLASS B	CY		0	
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$350.00	32	\$11,200.00
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	\$3,700.00	2	\$7,400.00
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	50	\$1,750.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF		0	
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	4	\$96.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH		0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS		1	\$2,500.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA	5%	\$4,167.98
	PROJECT SUB-TOTALS		- Disount	\$83,359.50 \$ (2,397.25) \$80,962.25
	COMBINED PROJECT TOTAL		_	\$146,000.00

Midland Bid

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PLAN	COST
201-00001	CLEARING AND AND GRUBBING	LS	\$2,500.00	1	\$2,500.00
202-00015	REMOVAL OF HEADWALL	EACH	\$1,000.00	2	\$2,000.00
202-00035	REMOVAL OF PIPE	LF	\$60.00	16	\$960.00
202-00200	REMOVAL OF SIDEWALK	SY		0	•
202-01000	REMOVAL OF FENCE	LF	\$40.00	30	\$1,200.00
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY	·	0	. ,
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	\$90.00	20	\$1,800.00
203-01597	POTHOLING	HR	\$250.00	4	\$1,000.00
206-00510	FILTER MATERIAL (CLASS A)	CY	·	0	. ,
207-00205	TOPSOIL	CY	\$215.00	23	\$4,945.00
208-00002	EROSION LOG (12 INCH)	LF	\$4.75	50	\$237.50
208-00045	CONCRETE WASHOUT STRUCTURE	EA	\$1,865.00	1	\$1,865.00
208-00400	WATER CONTROL	LS	\$7,500.00	1	\$7,500.00
208-00520	TEMPORARY STREAM CROSSING	LS	\$7,073.00	1	\$7,073.00
212-00006	SEEDING (NATIVE)	ACRE	\$7,600.00	0.05	\$380.00
213-00003	MULCHING (WEED FREE)	ACRE	\$5,700.00	0.03	\$171.00
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	\$5.50	109	\$599.50
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	\$220.00	16	\$3,520.00
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON	·	0	. ,
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	\$20.00	55	\$1,100.00
506-00030	GROUTED RIPRAP (12 INCH)	CY	\$250.00	14	\$3,500.00
506-00209	RIPRAP (9 INCH)	CY		0	
506-00212	RIPRAP (12 INCH)	CY	\$200.00	10	\$2,000.00
506-00218	RIPRAP (18 INCH)	CY	·	0	•
601-01000	CONCRÈTE CLASS B	CY	\$1,615.00	8.8	\$14,212.00
603-01425	42 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF	\$200.00	19	\$3,800.00
603-01485	48 INCH REINFORCED CONCRETE PIPE (C.I.P.)	LF		0	
603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH		0	
603-10180	18 INCH CORRUGATED STEEL PIPE	LF		0	
603-30018	18 INCH STEEL END SECTION	EA		0	
607-11450	FENCE SPLIT CEDAR	LF	\$35.00	48	\$1,680.00
609-21021	CURB AND GUTTER TYPE 2 (SECTION II-M)	LF	·	0	. ,
609-21029	CURB AND GUTTER TYPE 1 (C.O.C.S.)	LF		0	
609-24004	GUTTER TYPE 2 (4 FOOT)	LF		0	
612-00002	DELINEATOR (TYPE II)	EACH	\$24.00	8	\$192.00
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH	,	0	
620-00020	SANITARY FACILITY	EA	\$200.00	1	\$200.00
625-00000	CONSTRUCTION SURVEYING	LS	\$1,500.00	1	\$1,500.00
626-00000	MOBILIZATION	LS	\$3,500.00	1	\$3,500.00
630-00019	TRAFFIC CONTROL	LS	. ,	1	\$0.00

700-70010	F/A MINOR CONTRACT REVISIONS	FA	5%	\$3,371.75
	PROJECT SUB-TOTALS		- 	\$67,435.00
			Discount	\$ (2,397.25) \$65,037.75
	COMBINED PROJECT TOTAL		_	\$146,000.00

This Permanent Easement Agreement ("Agreement") effective November ______, 2019 by and between the Town of Green Mountain Falls ("Grantor"), whose address is 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819, and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1015 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns the real property described in "Exhibit A" attached hereto ("Property"), in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

- 1. Conveyance of Permanent Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal description attached hereto as "Exhibit B" ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove the 4-inch water main facilities ("Improvements") that are depicted on CSU Project 2019-W048 drawings attached hereto as "Exhibit D", and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
- 2. <u>Easement Map.</u> "Exhibit C" attached hereto is a graphic representation of the Permanent Easement. In the event of an ambiguity in Exhibit B, Exhibit C may be used to resolve said ambiguity.
- 3. <u>Ingress and Egress.</u> Grantee shall have the right to access the Permanent Easement from the existing 40-foot wide public right-of-way (Reception #218714196) adjacent to the Permanent Easement as shown in Exhibit C.

4. Reserved.

5. Grantor's Rights Unaffected. Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement and so long as Grantor's full use of the Property is performed in accordance with the terms of this Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations, as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following

with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again, such as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's Improvements within the Permanent Easement.

- 6. Installations within Permanent Easement. Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures. outbuildings, gazebos, hot tubs, swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
 - a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan

Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided.

- 7. Surface Restoration to Land. Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.
- 8. <u>Maintenance of Permanent Easement.</u> Grantor shall be responsible for the maintenance of the easement; however, Grantee shall have the perpetual right ,but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
- 9. <u>Subjacent and Lateral Support.</u> Grantor shall not impair any lateral or subjacent support for the Improvements.
- 10. <u>Nature of Easement and Additional Uses.</u> The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee.
- 11. <u>Indemnity/Liability</u>. Each Party agrees to be responsible for its own liability incurred as a result of this Permanent Easement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Permanent Easement. Notwithstanding anything else in this Section to the contrary, no provision of this Permanent Easement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to Grantee by the Colorado Governmental Immunity Act, C.R.S. s. 24-10-101, et seq., and Article XI of the Colorado Constitution.

- 12. <u>Waiver.</u> The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.
- 13. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Colorado and all other applicable laws. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
- 14. <u>Binding Effect.</u> Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
- 15. No Third-Party Beneficiaries. Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
- **16.** <u>Severability.</u> The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
- 17. Incorporation of Exhibits. All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
- 18. Notice. Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities: Utilities Development Services P.O. Box 1103, Mail Code 1015 Colorado Springs, CO 80947-1015

Grantor:

Town of Green Mountain Falls

Attention: Mayor 10615 Green Mountain Falls Road Town of Green Mountain Falls, CO 80619

19. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR:	TOWN OF GRE	TOWN OF GREEN MOUNTAIN FALLS		
	Ву:			
	Jane Ne	wberry as MAYOR		
STATE OF)) SS.			
COUNTY OF)			
	trument was acknowledged before me the ewberry as Mayor of the Town of Green I			
Witness my h	and and official seal.			
My Commissi	on Expires:			
(SEAL)	Notary P	Public		
GRANTEE: CI Springs Utilities	TY OF COLORADO SPRINGS, on beh	alf of its enterprise, Colorado		
Ву: 🥧	Ethan Widrigk on Engineer Property			
	Ethan Widrick as Engineer Principal Utilities Development Services	APPROVED AS TO PORM:		
F02A-00011 (03/2009)	5 of 5	CITY ATTORNEYS OFFICE UTILITIES DIVISION TIM SCHOOLOCK		
		"/"/17		

Exhibit A

Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records.

Exhibit B

Being a portion of Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records, and being more particularly described as follows:

Basis of Bearings: The basis of bearings for this description is the northeasterly line of Lot 2, of said subdivision, being monumented at the northwesterly end by a number 4 rebar and at the southeasterly end by a number 5 rebar with a red plastic cap stamped" RAMPART PLS NO. 26965". This line is assumed to bear South 52 degrees 07 minutes 55seconds East, 216.30 feet.

Commencing at the northerly common corner between Lots 1 and 2;

Thence South 8 degrees 19 minutes 40 seconds East, coincident with the common lot line between said lots, a distance of 22.43 feet to the **Point of Beginning**;

Thence South 8 degrees 19 minutes 40 seconds East, continuing with said common line, a distance of 32.58 feet;

Thence South 58 degrees 42 minutes 35 seconds West, departing said common line, a distance of 60.51 feet;

Thence South 7 degrees, 57 minutes 22 seconds East, a distance of 5.75 feet, to the westerly line of that 40-foot Public Right of Way shown on said subdivision plat;

Thence South 82 degrees 02 minutes 38 seconds West, coincident with said westerly line, a distance 27.85 feet, to the point of curvature of a circular curve to the left having a radius of 67.99 feet;

Thence on said curve and said westerly line, through a central angle of 1 degree 50 minutes 07 seconds, having an arc length of 2.15 feet;

Thence North 7 degrees 57 minutes 22 seconds West, departing said westerly line, a distance of 25.52 feet;

Thence North 58 degrees 42 minutes 35 seconds East, a distance of 92.95 feet, to the **Point of Beginning**, and containing 2,770 square feet or 0.063 acres of land more or less.

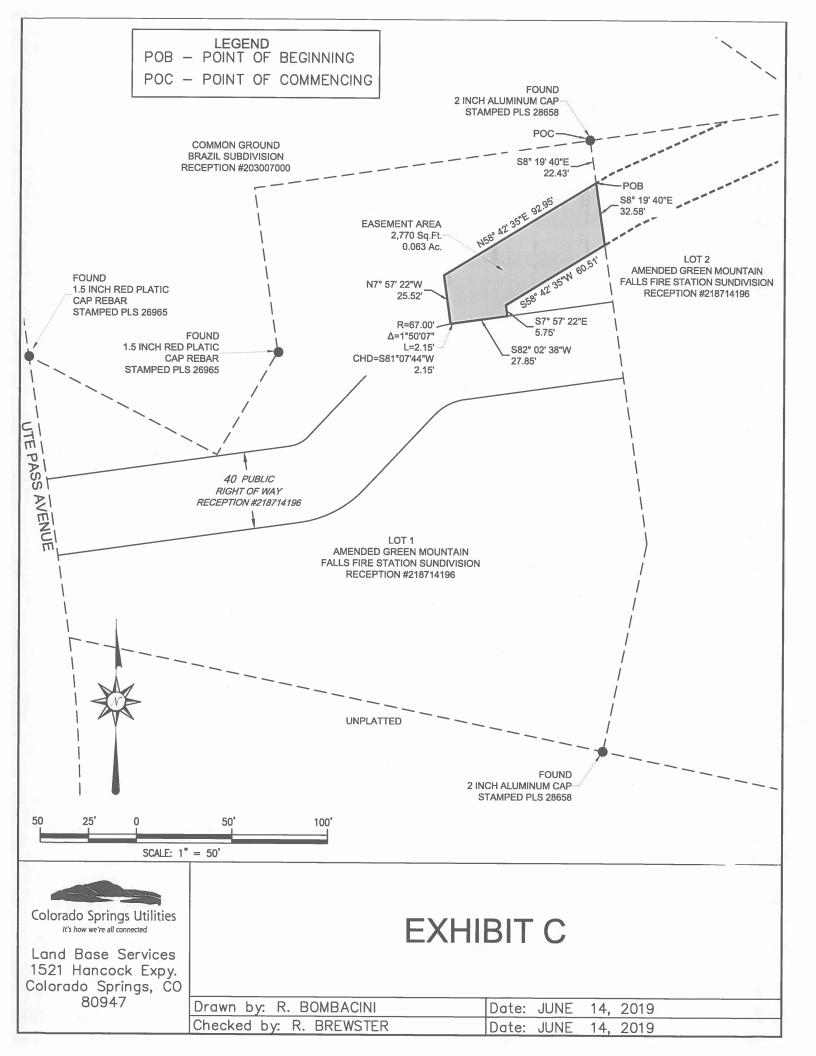
LEGAL DESCRIPTION STATEMENT:

I, RICHARD E. BREWSTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.

RICHARD E. BREWSTER, PROFESSIONAL LAND SURVEYOR

CORORADO P.L.S.NO. 28645

FOR AND COLUMN FOR COLORADO SPRINGS UTILITIES





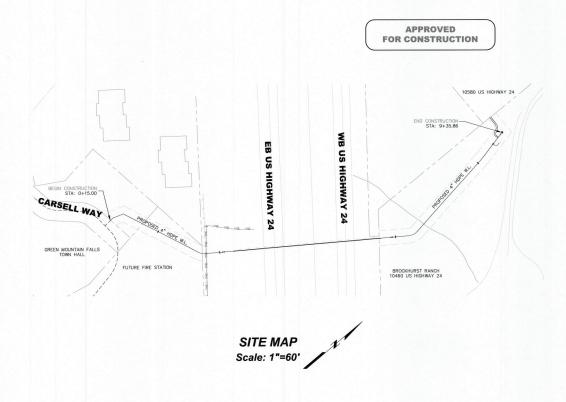
WATER SERVICES DIVISION WATER PLANNING AND DESIGN

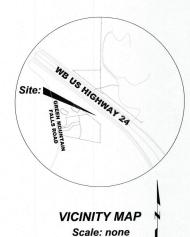
Approved for Construction

By: 2 April 2019, Date

COLORADO 811

BROCKHURST RANCH WATER LINE REPLACEMENT PROJECT REPLACE APPROXIMATELY 900 LF OF 2" COPPER W.L. W/ 4" 120 LF PVC AND 840 LF HDPE W.L.





 BROCKHURST RANCH WATER LINE REPLACEMENT PROJEC REPLACE APPROXIMATELY 9300 LF OF 2" COPPEI WI 120 LF 4" PVC AND 840 LF HDPE WIL.

REDT WORK ORDER NUMBER: #5428871

OLICY NUMBER: 2019-4/048

OLICY NUMBER: 2019-4/048

EET NO. 1 OF 4

WIRTHOUS & DRAWNING TIEL: W.\PEPSOYCES\Personal Working Folders

WIRTHOUS COUNTY Reposit Reposit Bench Reposition of The Section of The Section

GENERAL NOTES

PIPELINE INSPECTIONS NOTIFICATION:

THE CONTRACTOR IS REQUIRED TO NOTIFY THE COLORADO SPRINGS UTILITIES PIPELINE INSPECTIONS OFFICE, 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION, (NORTH OFFICE (668-4659), IF THIS PROJECT INVOLVES A TAP, DO NOT CALL TO SCHEDULE THE TAP JUNIT THE PIPELINE NOTIFICATION HAS BEEN GIVEN.

- 1. ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE PIPELINE INSTALLER WHO SHALL COMPLY WITH THE CONDITIONS THEREOF.
- ALL WATER AND WASTEWATER PIPELINE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT "COLORADO SPRINGS URLUTES, LINE EXTENSION AND SERVICE STANDARDS". THE CONTRACTOR SHALL HAVE A COPY OF THE ABOVE NAMED STANDARDS ON STIE AT ALL TIMES.
- 3 ANY PROPOSED "FIELD ADDITIONS" OF RENDS OR FITTINGS TO AN APPROVED FIRE LINE DESIGN MIST HAVE THE SIGNED ALL WORK IN THE CITY OF COLORADO SPRINGS PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH BOTH THE CITY OF LORADO SPRINGS, ENGINEERING DIVISION STANDARDS AND THE COLORADO SPRINGS UTILITIES LINE EXTENSION AND SERVICE
- CHANGES IN DESIGN DETERMINED NECESSARY TO CONFORM TO FIELD CONDITIONS, MAY REQUIRE ADDITIONAL MATERIALS NOT INDICATED ON THIS PLAN. ALL CHANGES SHALL BE APPROVED BY COLORADO SPRINGS UTILITIES PER THE LINE EXTENSION AND SERVICE STRANDARDS.
- REUSE OF EXISTING FITTINGS SHALL BE LEFT AT THE DISCRETION OF THE COLORADO SPRINGS UTILITIES INSPECTOR. ANY MATERIAL SALVAGED BY THE CONTRACTOR (VALVES, PIPE, HYDS, ETC.) AND NOT REUSED SHALL BE RETURNED TO POSSESSION OF COLORADO SPRINGS UTILITIES.
- THE FOLLOWING TIE-IN POINTS WERE NOT FIELD VERIFIED FOR LOCATION AND SHALL BE EXPOSED PRIOR TO CONSTRUCTION. STA:
- 8. ALL PIPELINE ELEVATIONS SHOWN ARE TO THE BOTTOM OF THE PIPE, UNLESS OTHERWISE NOTED.
- NOTE: HORIZONTAL CONTROL VALUES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 AND ARE REPRESENTED AS STATE PLANE COORDINATES, COLORADO CENTRAL ZONE.
- NOTE: VERTICAL CONTROL VALUES ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929 AND THE 1960 SUPPLEMENTARY ADJUSTMENT.
- 9. CORROSION CONTROL PER COLORADO SPRINGS UTILITIES LINE EXTENSION AND SERVICE STANDARDS
- ANDOS REGURED ON ALL METALLIC FITTINGS AND EXISTING METAL PIPE AT TIE-IN'S OR AS DIRECTED BY COLORADO SPRINGS TUTTURE THAP REQUIRED ON ALL METALLIC FITTINGS DOUBLE BONNING REQUIRED THAT ALL PROPOSED FIRE HYDRANTS AND AS INDICATED ON APPROVED PLANS. INSULATING COUPLINGS STATIONS.

- 10. SPECIAL TIE-BACK CONSTRUCTION AND/OR MATERIAL IS REQUIRED AND SHALL BE SPACED SYMMETRICALLY AROUND FITTINGS AT STATIONS:
- 11. COLONDO SPRINGS UILL'ES CANADT CUARANTE THE LOCATIONS OR ACCURACY OF UNDERGROUND FACILIES OR RESPONSIBLE FOR ANY DAMAGE THAN WAS COLOR DIVINGO CONSTRUCTION PETR HE COLONDOS OPPINGS UTILITIES UNE DETENSION AND SERVICE STANDARDS. THE DOVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFING THE LOCATIONS OF EXISTING UTILITIES WITHIN THE PROJECT CONSTRUCTION ZOON PROOF TO CONSTRUCTION, THESE LOCATIONS SHALL BE DEBRIFIED AND MARKED BY CALLING THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811.
- 12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RE-EXCUNATE THE TRENCH WHERE DESPECTION AND PRESSURE TESTING WILL BE PREFEREDE AND PREPARE AND PROTECT HERE EXCURATIONS FOR DISN'RECTION FOR COLDRAID SERVINGS UITALITIES. SINCE DISN'RECTION WILL TAKE PLACE FIRST, THE CONTRACTOR SHALL ASSIST IN TRENCH MANTENANCE AND STAND BY DURING DISN'RECTION. AND PRESSURE TESTING, THE STIEC'S WILL BE RESTORDED AS SPECIFIED.
- 13. CONTRACTOR SHALL NOTIFY THE COLORADO DEPARTMENT OF TRANSPORTATION UTILITY ENGINEER ONE WEEK PRIOR TO BEGINNING WORK ON ANY STATE HIGHWAY RIGHT-OF-WAY. A STATE HIGHWAY PERMIT IS ALSO REQUIRED.
- 14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY PROTECTION, REMOVAL AND REINSTALLATION AT THE SAME LOCATIONS OF ALL FACILITIES AFFECTED BY WORK.
- 15. AFTER INSTALLATION OF PIPELINE AND BACKFILLING OF TRENCH TO FINAL GRADE, ANY EXCESS MATERIAL SHALL BE SPREAD AND COMPACTED OR HAULED MANY AND DISPOSED OF AT THE DEVELOPER/OWNER'S EXPENSE, ADDITIONAL COMPACTION IS REQUIRED BEHIND ALL INSTALLATIONS OF HIGH DEFLECTION COUPLINGS.
- 16. ALL RETIRED APPURTENANCES (VALVE BOXES, HYDRANTS, ETC.) WILL BE REMOVED UPON COMPLETION OF THE PROJECT. NO RETIRED FACILITIES (VALVE BOXES, HYDRANTS, ETC.) SHALL BE LEFT ABOVE GROUND.

GENERAL NOTES - CONT'D

WATER PLAN NOTES

THE CONTRACTOR SHALL NOTIFY COLORADO SPRINGS UTILITIES' INSPECTIONS OFFICE 719-668-4658 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

- ALL CONSTRUCTION METHODS AND MATERIALS SHALL MEET COLORADO SPRINGS UTILITIES' WATER LINE EXTENSION AND SERVICE STANDARDS (WATER LESS).
- 2. THE CONTRACTOR SHALL ORTAIN LOCATES PRIOR TO ANY EYCAVATION.
- 3. COLORADO SPRINGS UTILITIES DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS OF EXISTING PIPELINES, HYDRANTS, VALVES AND SERVICE LINES. IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE ENGINEER OF RECORD IMMEDIATELY.
- 4. NO TREES OR STRUCTURES ARE PERMITTED WITHIN FIFTEEN FEET (15") OF A WATER MAIN.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITY FACILITIES AS A RESULT OF HIS ACTIONS. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED REPAIRS IMMEDIATELY TO THE SATISFACTION OF COLORADO SPRINGS UTILITIES.
- 6. ALL FIELD STAKING SHALL COMPLY WITH THE WATER LESS.
- THE CONTRACTOR SHALL MAKE THEIR BEST EFFORT TO ENSURE THAT WATER SERVICE TO ADJACENT PROPERTIES IS MAINTAINED DURING CONSTRUCTION.
- 8. CORROSION PROTECTION MEASURES SHALL COMPLY WITH THE WATER LESS.
- 9. NO SERVICE TAPS WILL BE ALLOWED UNTIL THE MAIN IS EXTENDED TO THE NEXT MAIN-LINE VALVE.
- 10. NO SERVICE TAPS SHALL BE MADE UNTIL AUTHORIZATION HAS BEEN GRANTED BY THE COLORADO SPRINGS
- ALL BENDS SHALL BE FIELD STAKED PRIOR TO CONSTRUCTION AND THE STATIONING ON THE FIELD STAKES SHALL MATCH THE STATIONING ON THE PLANS.
- 12. FIELD MODIFICATIONS TO A FIRE SERVICE LINE OR FIRE HYDRANT DESIGN OR LOCATION MAY NEED TO BE APPROVED BY THE DESIGN ENGINEER, COLORADO SPRINGS FIRE DEPARTMENT AND COLORADO SPRINGS UTILITIES, AS REQUIRED BY THE INSPECTOR.
- 13. REUSE OR SALVAGE OF ANY MATERIAL IS LEFT TO THE DISCRETION OF THE COLORADO SPRINGS UTILITIES INSPECTOR
- ALL TRENCH BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS MANUAL.
- 15. ALL WATER SERVICE LINES SHOULD ENTER THE BUILDING WITHIN 3 FEET OF AN EXTERIOR WALL. EXPOSED WATER PLUMBING SHALL BE MINIMIZED INSIDE. THE BUILDING PRIOR TO THE WATER METER AND/OR APPROVED BACKFLOW PREVENTION ASSEMBLY OR METHOD.

UTILITY SERVICE PLAN NOTES

- A. ALL CONSTRUCTION METHODS AND MATERIALS SHALL MEET COLORADO SPRINGS UTILITIES" WASTEMATER AND WATER LINE EXTENSION AND SERVICE STANDARDS (WATER/MASTEMATER LESS.)
 COLORADO SPRINGS UTILITIES DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS OF EXISTING PIPELINES, MANHOLES, HORANTS, VALVES AND SERVICE LINES. IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN OIL THE PLANS, THE CONTRACTOR SHALL MOTHER THE MESTEROR AND THE DESIGN ENORSET.

 3. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED FRAPIS IMBEDIATELY TO THE SATISFACTION OF COLORADO SPRINGS UTILITIES.

- ALL FIELD STAKING SHALL COMEN'S WITH HE WATER/WASTEWATER LESS.

 FINAL LOCATION OF MISSEMENTER AND WATER SERVICES SHALL BE APPROVED IN THE FIELD BY THE
 COLORADO SPRISS UTILITIES INSPECTION. HAS EXPRISED SHALL BE APPROVED IN THE FIELD BY THE
 COLORADO SPRISS UTILITIES INSPECTION.
 ALL TRENCH BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF
 COLORADO SPRIOS STANDARD SECTIONATION MANDAL AND SECTION 5:18 OF THE WATER LESS.

- SERVICE STUBS SHALL BE INSTALLED A MINIMUM OF SEVEN FEET (7') INTO THE PROPERTY, UNLESS OTHERWISE SHOWN, AND THE END OF THE STUB SHALL BE MARKED WITH A 2"X4"X12" STEEL OR WOODEN POST.
- 2. SERVICES SHALL BE CONNECTED A MINIMUM OF FIVE FEET (5) FROM THE OUTSIDE EDGE OF ANY MANHOLE ON THE MAIN LINE AND SHALL MAINTAIN TWO FEET (2) OF SEPARATION BETWEEN TAPS CENTER TO CENTER.

 3. ALL CLEANOUTS SHALL BE THE SAME SIZE AS THE SERVICE LINE.
- THE CONTRACTOR SHALL NOTIFY EL PASO COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT WHEN ANY SEPTIC TANK IS TO BE ABANDONED AND PAY ALL FEES NECESSARY TO OBTAIN A PERMIT.

- 1. SERVICE STUBS SHALL BE INSTALLED WITH THE CURB STOP AT OR NEAR PROPERTY LINE AND SHALL NOT BE INSTALLED WITHIN DRIVEWAYS OR SIDEWALKS (SEE DETAIL DRAWING B2-3)
- MAIN.

 ALL SERVICES FOR COMMERCIAL USE AND SOME RESIDENTIAL USES REQUIRE INSTALLATION OF A BACKFLOW AND ALL SERVICES FOR COMMERCIAL USE AND SOME RESIDENTIAL USES REQUIRE INSTALLATION OF A BACKFLOW APPROVED BY THE TOUMATION FOR CROSS-COMMECTION CONTROL AND IMPORTULE RESEARCH OF THE UNIVERSITY OF SOUTHERN CAUSE-OFFICE AND INSTALLOR REQUIREMENTS.

 ALL SERVICES REFERENCE THE WATER UNE EXTENSION STANDARDS FOR ADDITIONAL REQUIREMENTS.

 ALL OF THE WATER UNE EXTENSION STANDARDS FOR ADDITIONAL REQUIREMENTS.

 ALL OFFICE THE WATER UNE EXTENSION BY THE COMMENTATION GROWER OF COLORANO SPRINGS TO THE MAIN AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENTATION GROWER OF COLORANO SPRINGS THE MAIN AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND ALL OTHER TARS SHALL BE REPRESENTED BY THE COMMENT AND ALL OTHER TARS SHALL BE REPRESENTED.

- UTILITES.

 ALL WATER SERVICE LINES SHOULD ENTER THE BUILDING WITHIN 3 FEET OF AN EXTENOR WALL. EXPOSED WATER PLUMBING SHALL BE MINIMIZED INSIDE THE BUILDING PRIOR TO THE WATER METER AND/OR APPROVED BACKFROW PREVENTION ASSEMBLY OR METHOD.

 ALL HOPE WATER SERVICE LINES MUST EXTEND A MINIMUM OF 6 INCHES ABOVE THE FLOOR AND BE 90 DEGREES FROM THE FLOOR PLAY TO ALLOW FOR BRICKING AND TRANSITION TO THE METER LOOP ASSEMBLY.



MATERIALS AND SERVICES

MATERIALS LIST:

- 840 LF 4" DR9 HDPE 120 LF 4" PVC 3-4" GATE VALVES 4-4" HDPE WALL ANCHORS 6-4" MJ ADAPTERS 1-4" FLUSHING/POST HYDRANT

- I-4 FLUSHINLYPUST HTURANT 4 BOLLANDS STONES 2 STEPPING STONES 2-4*YM TEE 1-4* MJ TEE 1-4* MJ PLUG (THREADED FOR 2" CONNECTION)

RECONNECT THE FOLLOWING WATER SERVICE LINES:

- 10460 US HIGHWAY 24 2" COPPER W/ CONNECTION AT 4"X4" TEE PLUG W/ THREADED 2" CONN. 10580 US HIGHWAY 24 1" HOPE W/ SADDLE TAP AT 4" PVC 10602 US HIGHWAY 24 1" HOPE W/ SADDLE TAP AT 4" PVC

APPROVED FOR CONSTRUCTION

RETIRED IN GROUND OR JUNKED OUT MATERIAL LIST

	JUNKED OUT MATERIAL				
	(FIMS VALVE OR HYD #)	(SIZE)	(FOOTAGE)	(TYPE)	(QUANTITY)
PIPE					
PIPE					
VALVE					
HYDRANT		101 100 100			
CROSS		12 PH 15 I	19,000 100 100 100		
REDUCER					
BENDS					
TEES					
	RETIRED IN GROUND MATERIAL				
	(FIMS VALVE OR HYD #)	(SIZE)	(FOOTAGE)	(TYPE)	(QUANTITY)
PIPE					
PIPE	326 2		174 Table 1 1 1 2 1 3		
VALVE					
HYDRANT					
CROSS		TUP BACK	Past During		
REDUCER			A CONTRACTOR LINES		
BENDS			1 2 1 1 2 3 1		
TEES					

ARRREVIATIONS

AMORE
BUTTERLY VAVE
BUTTERLY VAVE
BUTTERLY VAVE
BUTTERLY VAVE
CATCH BASH METAL PRIC
CATCH BASH METAL PRIC
COMPANIC (MEDICALTRO), (MEDICANO),
(STRONGH)
CONCRETE REVERSE ANCHOR
CONCRETE REVERSE ANCHOR
BUCTLE REVERSE DACKOR
BUCTLE
BUCTLE REVERSE DACKOR
BUCTLE REVERSE

TE ROOS AND REVIERE ANCHOR NOTHING AND ANT MORTH SOUTH, EAST, WISST PORTION OF THE SOUTH EAST, WISST PLAN DID BY FLAN DID B PVC RCP

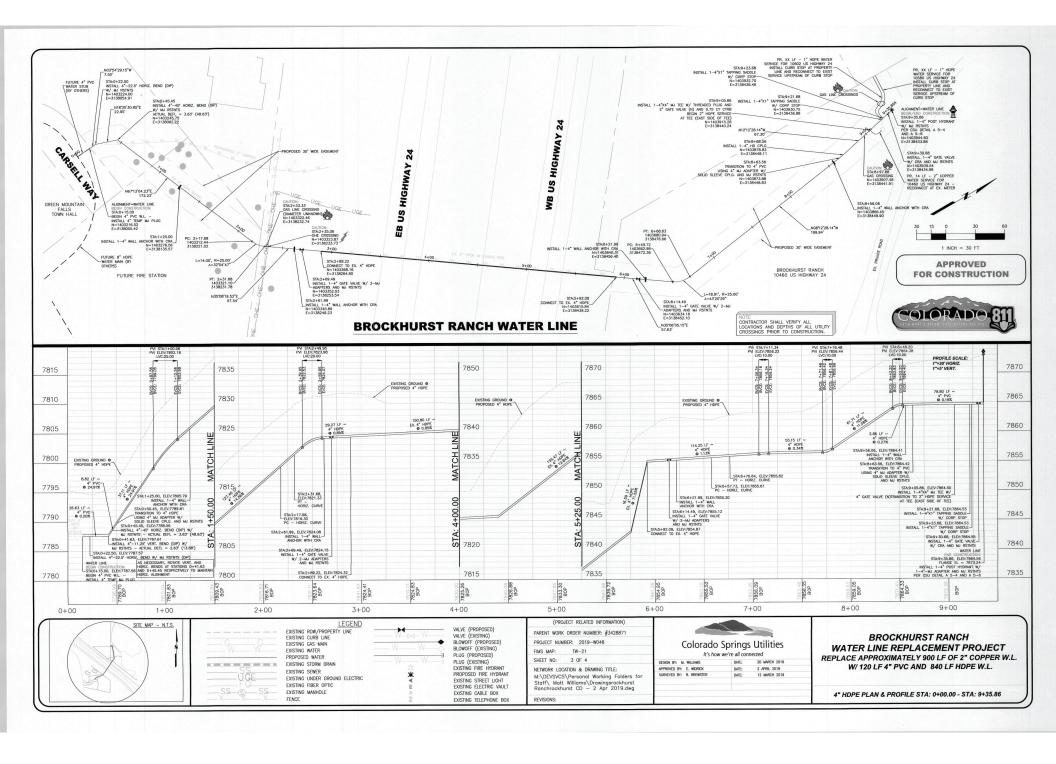
MJ RESTRANT (i.e. MEGALUG)
SLIP JON'T
SANTARY SEWER
STATION
STORM SEWER
TOP OF PPE
TEST STATION

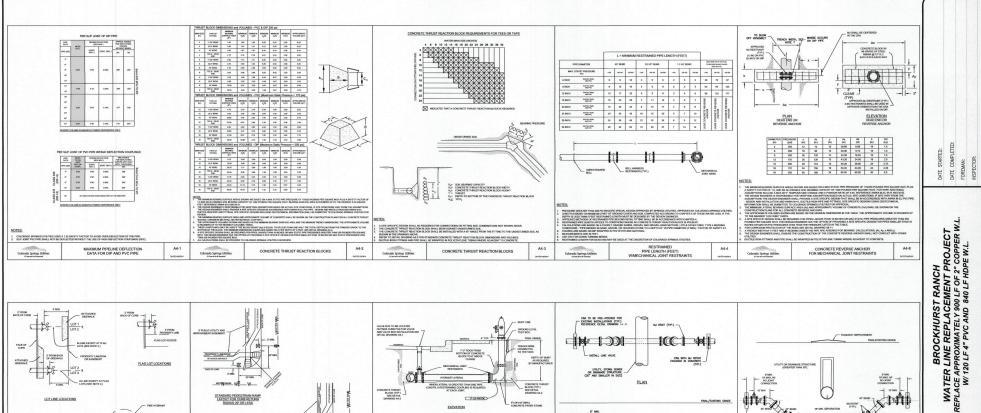
DATE

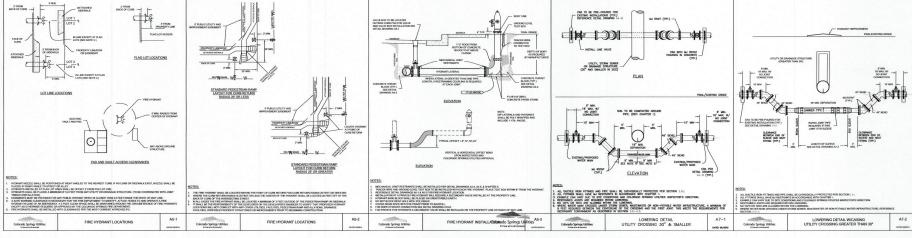
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BROCKHURST RANCH LINE REPLACEMENT PROJECT PROXIMATELY 900 LF OF 2" COPPER V 0 LF 4" PVC AND 840 LF HDPE W.L.

JECT NUM
S MAP:
EET NO:
TWORK L(







FIRE HYDRANT PAINT SCHEME (Reference Chapter 5)				
0-499	Red	Bonnet only		
500-999	Bright Orange	Bonnet only		
1,000 - 1,499	Bright Green	Bonnet only		
1,500 - 2,999	Ford Blue	Bonnet only		
Above 3,000	Ford Blue	Bonnet & Streamer Cap		
-	Yellow	All Barrels		

APPROVED FOR CONSTRUCTION

